

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39<sup>th</sup> AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
SEPTEMBER 26, 2016**

**AGENDA**

1. Call to Order.
2. Roll Call.
3. Consider approval of the September 12, 2016 Plan Commission Meeting minutes.
4. Correspondence.
5. Citizen Comments.
6. New Business.
  - A. Consider the request of John Field, President of the Prairie Village West Condominium Association for approval of an **Affidavit of Removal** to remove the existing private roadway lands (which are now intended to be dedicated for the 42<sup>nd</sup> Court and 91<sup>st</sup> Place public roadways) from the Prairie Village West Addition #1 Condominium via a "removal instrument" per State Statute 703.02 (14g).
  - B. Consider the request of Mark Eberle, P.E. of Nielsen Madsen and Barber S.C, agent on behalf of John Field, President of the Prairie Village West Condominium Association for approval of a **Certified Survey Map** for the dedication of 40 foot rights-of-way for 91<sup>st</sup> Place and 42<sup>nd</sup> Court within Prairie Village West Addition #1 Condominium area.
  - C. Consider the request of John Field, President of the Prairie Village West Condominium Association for approval for the **Vacation of certain Sanitary Sewer, Water Main, Storm Water Management Access and Maintenance Easements** within the rights-of-way of and the dedication of 91<sup>st</sup> Place and 42<sup>nd</sup> Court within Prairie Village West Addition #1 Condominium and the **dedication of a 10' Wide Fire Hydrant, Snow Storage, Street Tree, Access And Maintenance Easement** adjacent to the 91<sup>st</sup> Place and 42<sup>nd</sup> Court rights-of-way within Prairie Village West Addition #1 Condominium area.
  - D. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** to amend the Prairie Village West Addition #1 Planned Unit Development (Chapter 420 Attachment 3 Appendix C Specific Development Plan # 4) as a result of 42<sup>nd</sup> Court and 91<sup>st</sup> Place being dedicated to the Village as a public street wherein they were originally platted as a private street within the Prairie Village West Addition #1 Condominium development. Specifically the Ordinance is proposed to be amended to reference the dedication and other documents being recorded related to the dedication of the public streets and to allow the existing condominium units be set back 19 feet from the dedicated rights-of-way of 42<sup>nd</sup> Court and 91<sup>st</sup> Place.
  - E. Consider the request of Matt Carey, P.E. with Pinnacle Engineering, for approval of the **Recession of Trans 233 Restriction from Certified Survey Map 2178** related to the vacant property on the southeast corner of STH 165 and 80<sup>th</sup> Avenue in LakeView Corporate Park.
7. Adjourn.

It is possible that members and possibly a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except the governing body noticed above.

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

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
September 12, 2016**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on September 12, 2016. Those in attendance were Thomas Terwall; Wayne Koessler; Bill Stoebig; John Skalbeck (Alternate #1); and Brock Williamson (Alternate #2). Michael Serpe, Deb Skarda, Jim Bandura and Judy Juliana were excused. Also in attendance were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; and Jean Werbie-Harris, Community Development Director.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CONSIDER APPROVAL OF THE AUGUST 22, 2016 PLAN COMMISSION MEETING MINUTES.**

Tom Terwall:

What's your pleasure?

Wayne Koessler:

So moved, Mr. Chairman.

Bill Stoebig:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY BILL STOEBIG TO APPROVE THE MINUTES OF THE AUGUST 22, 2016 MEETING AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**4. CORRESPONDENCE.**

**5. CITIZEN COMMENTS.**

Tom Terwall:

If you're here for Items A or B since they're matters of public hearing we would ask that you hold your comments until the public hearing is held. However, if you're here for any other item we would ask you to step to the microphone and begin by giving us your name and address. Is there anybody wishing to speak under citizens comments?

**6. NEW BUSINESS.**

- A. PUBLIC HEARING AND CONSIDERATION OF AN AMENDMENT TO CONDITIONAL USE PERMIT #98-08 for the request of Robert Barolak, President of Prairie Ridge Harmony Housing, LLC to allow for 121 senior apartment units within the building rather than 120 as a result of a conversion of a common area on the 3rd floor of the Prairie Ridge Senior Campus for a senior residential apartment unit located at 7900 94th Avenue.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, public hearing and consideration of an amendment to Conditional Use Permit #98-08 for the request of Robert Barolak, President of Prairie Ridge Harmony Housing, LLC, to allow for 121 senior apartment units within the building rather than 120 as a result of a conversion of a common area on the third floor of the Prairie Ridge Senior Campus for a senior residential apartment unit located at 7900 94th Avenue.

On September 9, 1998, the Village had approved a Conditional Use Permit #98-08, and that's attached in your packets of information, as well as the Site and Operational Plans for the construction of the first phase of the Senior Independent Living Center also known as the Senior Campus that was at that time built by VK Development, to accommodate the ever-increasing need for housing for the mature adult population. The first phase of the proposed project was a three-story 120-unit structure with 60 one-bedroom units and 60 two-bedroom units and a common area for the various group activities. This building was constructed at 7400 94th Avenue, and the attached Certificate of Occupancy was issued by the Village in March of 2000 for a 120 living unit facility.

Pursuant to the application, around the time of construction being completed, the prior ownership decided to convert an area previously intended for common use on the third floor, to a residential unit specifically created for the on-site property manager and their family. That being said, the property now contains 121 units. The 121st unit is addressed as A312, and is now occupied by a person that is not affiliated with the site management or its ownership. In an effort for a new owner to satisfy their lender, and the Village of Pleasant Prairie, the petitioner is requesting an amendment to the Conditional Use Permit 98-08 and to obtain a newly issued Certificate of Occupancy to ensure that their newly acquired property is in good standing with all parties.

The property is zoned R-11, Multiple Family Residential District, and senior housing is allowed with the approval of a Conditional Use Permit provided that the net residential density does not exceed 21 units per net acre. The conversion of the open space area into another living unit would provide for 121 senior living units within the building for a net density of 16.85 living units per acre, 121 divided by the 7.18 acres. The modification of this density has no negative impact on the overall density of the development. The revised Conditional Use Permit has been prepared by staff. It does need to be executed by all parties and recorded at the Register of Deeds office for this to be approved.

This is a matter for public hearing so I'd like to continue the hearing at this time.

Tom Terwall:

This is a matter for public hearing. Anybody wishing to speak on this matter? Anybody wishing to speak? Anybody wishing to speak? Seeing none, I'll open it to comments and questions from the staff and Commissioners.

Wayne Koessler:

Mr. Chairman, if there aren't any questions from the Commission I'd move that we put the amendment [inaudible] Conditional Use Permit 98-08 subject to the comments and the conditions of the Village staff report of September 12, 2016.

Tom Terwall:

Is there a second?

Bill Stoebig:

I'll second.

Tom Terwall:

**IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY BILL STOEBIG TO APPROVE THE AMENDMENT AS PRESENTED SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Opposed?

Tom Terwall:

So ordered. Motion carried.

**B. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT for the request of Mark Eberle, P.E. of Nielsen Madsen and Barber,**

**agent for approval to amend The Bulls Eye Commercial Development Planned Unit Development (Chapter 420 Attachment 3, Appendix C Specific Development Plan #41 in the Village Zoning Ordinance) for the properties located at 9330 and 9370 76th Street within the Prairie Ridge development. Specifically the PUD is proposed to be amended to allow for the parking lot setback to be a minimum of 19 feet from the property line adjacent to STH 50 (75th Street) rather than 20 feet.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, on June 20, 2015, the Village Board approved the Bulls-Eye Commercial Development with a Planned Unit Development Ordinance #15-22 for the proposed development. The commercial development is located on 76th Street just to the east of 94th Avenue just north of the Costco Development in Prairie Ridge. Upon submittal of the as-built plans it was determined or found out that the parking lot was constructed 19.83 feet from the north property line rather than the required 20 feet. As with the previous item in order for there to be clean title and approvals and occupancy permits issued by the Village, everything needs to be in compliance with Village ordinances and rules and regulations and this PUD. So since the site was constructed, the petitioner is requesting to modify or amend the PUD for Bulls-Eye to allow for the parking lot adjacent to the north property line to be 19 feet from the foundation of that building. The PUD ordinance is attached to this information. This is a matter for public hearing. I'd like to continue it at this time.

Tom Terwall:

Anybody wishing to speak on this matter? Anybody wishing to speak? Anybody wishing to speak? Seeing none, I'll open it to comments and questions from Commissioners and staff.

Bill Stoebig:

I would recommend approval of the zoning text amendment.

Tom Terwall:

Is there a second?

John Skalbeck:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY BILL STOEBIG AND SECONDED BY JOHN SKALBECK TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ZONING TEXT AMENDMENT AND SPECIFY SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Motion carried.

- C. Consider the request of Michael Greany for approval of Site and Operational Plans for Kem Krest to occupy the entire 275,000 square foot building located at 9801 80th Avenue in LakeView Corporate Park for the warehousing and distribution of motor cycle parts and accessories (engine heads, seats, handle bars, handle bar grips, foot pegs, pistons, wheel rims, windshields etc.) and packaging materials (boxes, tape, film, bubblewrap, microfoam and stretchwrap, etc.).**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, Item C is to consider the request of Michael Greany for approval of Site and Operational Plans for Kem Krest to occupy the entire 275,000 square foot building located at 9801 80th Avenue in LakeView Corporate Park for the warehousing and distribution of motor cycle parts and accessories and packaging materials.

Specifically, the petitioner is requesting to obtain Site and Operational Plans approval to occupy that entire 275,000 square foot building located at 9801 80th Avenue in the LakeView Corporate Park for the warehousing and distribution of motor cycle parts and accessories such as engine heads, seats, handle bars, handle bar grips, foot pegs, pistons, wheel rims, windshields, etc., and packaging materials consisting of boxes, tape, film, bubble wrap, microfoam and stretch wrap. These uses are classified as Storage Group S-2 Low-Hazard and, therefore, is allowed within the M-2, General Manufacturing District. This building was previously occupied by Unified Solutions for actually 22 years.

Kem Krest, like Unified Solutions, will operate as a contract packager or integrator performing all of the same functions; purchasing, shipping, receiving, storage and packaging which is re-packing bulk parts into display packages, shrink wrapping, skin packing, bagging and labeling. Kem Krest assumed a portion of the Unified Solutions business and is currently performing the same services for the same customers in the same facility. Kem Krest also hired approximately 80 percent of Unified Solutions employees.

Unified Solutions decided to close its business operations effective June 30, 2016. Kem Krest, an integrator based in Elkhart, Indiana that specializes in providing comprehensive outsourced solutions managing service parts and accessories, was approached by a client of Unified Solutions and asked if they would be interested in taking over the operation. Unified Solutions was not sold to Kem Krest, although they bought most of Unified Solutions assets and leased the same building from the same landlord which is Liberty Property Trust. They then entered into a contractual agreement with the client that approached them and then proceeded to hire approximately 80 percent of the Unified Solutions workforce to run the operations. Kem Krest officially began its lease on July 1, 2016 although operations did not start up until Tuesday, July 5, 2016.

Normal hours of business operations are from 6:00 a.m. to 12:00 a.m. Monday through Friday. Kem Krest is not open to the public. Deliveries and shipments occur between 8:00 a.m. and 10:00 p.m. Kem Krest has approximately 114 full-time employees and no part-time employees. Kem Krest employs 30 to 70 temporary employees between April and September and employs up to 30 temporary employees between October and March depending on their business needs.

So Kem Krest operates basically a shift and a half. First shift assembly, warehousing, purchasing, finance, customer service, quality, IT, and HR work between 8:00 a.m. and 6:00 p.m. Monday through Friday. This shift consists of about 102 full-time employees and 65 temporary employees for a total of 167 employees. Second shift warehousing and maintenance consists of about 12 employees and works between 3:30 p.m. and 12:00 a.m. Monday through Friday. The anticipated maximum number of employees on the site at any time of the day is 200.

This site has 159 regular and nine handicapped accessible parking spaces on the south side of the building. An additional 31 parking spaces are available on the northwest side of the building for a total of 199 parking spaces. There are no plans to expand beyond the current parking available. Using a peak employment number of 200, Kem Krest would estimate between 110 and 200 trips either arriving or leaving the facility daily. Kem Krest current average between 15 and 20 trucks per day.

This is exciting for Pleasant Prairie because although we were losing a business that had been in the Corporate Park for 22 years, Kem Krest stepped in, and we're very pleased to say that it helped to save a lot of jobs in Pleasant Prairie and to keep a facility open at this location. So we're very pleased and encouraged by them willing to do that. We welcome them to the community. There is a representative here. If you have any questions I'm sure that Michael would be happy to answer any questions that you have regarding Kem Krest.

Tom Terwall:

Where is Michael? Anything you care to add, sir? Come to the microphone. Tell us a little about your customer set? You sell to manufacturers, or you sell to the enthusiast?

Michael Greany:

We sell to manufacturers. Our only customer right now is Harley Davidson

Tom Terwall:

So do you sell to the motorcycle owner then, too, or not?

Michael Greany:

No, our product goes directly to the Distribution Center and then directly to Dealerships

Tom Terwall:

Welcome we're happy to have you here. We're glad to see that the business is staying.

Bill Stoebig:

Are there plans to recapture some of the old clients that you had before?

Michael Greany:

[Inaudible]

Tom Terwall:

Welcome aboard. What's your pleasure?

Bill Stoebig:

I would recommend approval.

Wayne Koessl:

Second, Mr. Chairman.

Tom Terwall:

It's been moved by Bill Stoebig and seconded by Wayne Koessl that the Plan Commission send a recommendation to the Village Board to approve the Site and Operational Plan as presented. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Thank you very much.

**7. ADJOURN.**

Wayne Koessl:

So moved.

Bill Stoebig:

Second.

Jean Werbie-Harris:

Did I hear that you recommended to the Village Board for approval? This item just stays with the Plan Commission for approval.

Tom Terwall:

Fine, we'll rescind that motion and ask for a motion to approve.

Bill Stoebig:

I would recommend to approve.

Tom Terwall:

Is there a second?

Wayne Koessl:

I'll second again.

Tom Terwall:

**IT'S BEEN MOVED BY BILL STOEBIG AND SECONDED BY WAYNE KOESSL TO APPROVE IT. NO NEED TO GO TO THE VILLAGE BOARD. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Thank you very much. Now a motion to adjourn.

Wayne Koessl:

So moved.

Tom Terwall:

Is there a second?

Bill Stoebig:

Second.

Tom Terwall:

It's been moved and seconded to adjourn. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. We stand adjourned.

**Meeting Adjourned: 6:16 p.m.**

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

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

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

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

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Certified Survey Map, subject to recording the Affidavit of Removal and the Vacation and dedication of easement described in the Village Staff Report of September 26, 2016 and providing the Village a recorded copy of the CSM within 30 days of Village Board approval.

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

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the vacation and dedication of easements subject to recording the Affidavit of Removal and the Vacation and dedication of easement described in the Village Staff Report of September 26, 2016 and providing the Village a recorded copy of all vacation and dedication documents within 30 days of Village Board approval.

- D. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** to amend the Prairie Village West Addition #1 Planned Unit Development (Chapter 420 Attachment 3 Appendix C Specific Development Plan # 4) as a result of 42<sup>nd</sup> Court and 91<sup>st</sup> Place being dedicated to the Village as a public street wherein they were originally platted as a private street within the Prairie Village West Addition #1 Condominium development. Specifically the Ordinance is proposed to be amended to reference the dedication and other documents being recorded related to the dedication of the public streets and to allow the existing condominium units be set back 19 feet from the dedicated rights-of-way of 42<sup>nd</sup> Court and 91<sup>st</sup> Place.

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented in the Village Staff Report of September 26, 2016. [Note: Prior to the PUD amendment being executed and effective all documents shall be approved by the Village Board and the documents recorded at the Kenosha County Register of Deeds Office and provided to the Village.]

## VILLAGE STAFF REPORT OF SEPTEMBER 26, 2016

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

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

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

**PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** to amend the Prairie Village West Addition #1 Planned Unit Development (Chapter 420 Attachment 3 Appendix C Specific Development Plan # 4) as a result of 42<sup>nd</sup> Court and 91<sup>st</sup> Place being dedicated to the Village as a public street wherein they were originally platted as a private street within the Prairie Village West Addition #1 Condominium development. Specifically the Ordinance is proposed to be amended to reference the dedication and other documents being recorded related to the dedication of the public streets and to allow the existing condominium units be setback 19 feet from the dedicated rights-of-way of 42<sup>nd</sup> Court and 91<sup>st</sup> Place.

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

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

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

- The obligation and agreement to make the required private in-pipe storm sewer repairs and storm sewer structure and asphalt pavement repairs pursuant to inspections and field observations completed by the Village's Public Work's Department in 2015-2016 and pursuant to the details set forth in the attached May 26, 2016 letter from Mark Eberle, P.E., Nielsen Madsen & Barber S.C. as referenced in EXHIBIT B;
- The obligation and agreement to enter into a contractual agreement with Michels Corporation as it pertains to the in-pipe storm sewer repairs (EXHIBIT C) and with Reesman's Excavating & Grading, Inc. as it pertains to storm system repairs, pavement and base repairs and storm manhole DH369 adjustment (EXHIBIT D). These private improvements, which are intended to be dedicated, along with others to the Village, are described in the Contractor's proposals; and

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

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

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

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

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

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

**Certified Survey Map and Dedication of Easement:** A CSM is being requested to dedicate 40 foot wide rights-of-way for 91<sup>st</sup> Place and 42<sup>nd</sup> Court within Prairie Village West Addition #1 Condominium area. The CSM shows all of the existing easements that will remain after the aforementioned easements are vacated and will also show the additional 10' Wide Fire Hydrant, Snow Storage, Street Tree, Access and Maintenance Easement (as **attached**) since this easement cannot be dedicated by the CSM. This 10 foot easement will be recorded prior to the CSM and will then be shown and referenced on the CSM.

**Variance:** On October 3, 2016 the Village Board will conduct a public hearing to consider the request of the Prairie Village West Condominium Association for a **Variance** from Section 395-60 (A) of the Village's Land Division and Development Control Ordinance related to the minimum right-of-way width. Specifically, the petitioner is requesting a variance to dedicate 91<sup>st</sup> Place and 42<sup>nd</sup> Court as public rights-of-way that are 40' wide, in lieu of the 60' minimum required, to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statute 236.13 (2).

Due to the fact that the existing constructed roadway conditions are within a "condominium", which was originally designed with private roadways and with building setbacks as measured from

the back of curb in lieu of the right-of-way line, the rights-of-way are only 40' feet in width. This new right-of-way, in consideration with the proposed 10' wide Fire Hydrant, Snow Storage, Street Tree Access and Maintenance Easement will serve the public's purpose as 60' wide rights-of-way per State Statute. This variance shall be approved by the Village Board prior to recording any documents noted above.

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

**Recommendations:**

**Item A:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Removal Instrument**, subject to providing the Village a recorded copy of the document within 30 days of Village Board approval.

**Item B:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Certified Survey Map**, subject the **attached** changes to the CSM, recording the Affidavit of Removal and the Vacation and dedication of easement described in the Village Staff Report of September 26, 2016 and providing the Village a recorded copy of the CSM within 30 days of Village Board approval.

**Item C:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **vacation and dedication of easements** subject to the **attached** changes being made, recording the Affidavit of Removal and the Vacation and dedication of easement described in the Village Staff Report of September 26, 2016 and providing the Village a recorded copy of all vacation and dedication documents within 30 days of Village Board approval.

**Item D:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented in the Village Staff Report of September 26, 2016. [Note: Prior to the PUD amendment being executed and effective all documents shall be approved by the Village Board and the documents recorded at the Kenosha County Register of Deeds Office and provided to the Village.]

Document No.

**RELEASE OF EASEMENT**

Return to:  
Thomas M. Santarelli  
1108 56<sup>th</sup> Street  
Kenosha, WI 53140

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

Parcel Number

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

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

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

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

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

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

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

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

By: P.  
John Steinbrink, Village President

By: \_\_\_\_\_  
Jane M. Romanowski, Village Clerk

*Should a statement be included as to why?*

*WHEREAS, said public improvements are now to be located within a dedicated village public right-of-way and as such separate easements would no longer be required.*

STATE OF WISCONSIN    )  
  SS  
COUNTY OF KENOSHA    )

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

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My \_\_\_\_\_ commission:

\_\_\_\_\_

This document was drafted by:  
  
Thomas M. Santarelli  
Madrigrano, Aiello & Santarelli, LLC  
1108 56<sup>th</sup> Street  
Kenosha, WI 53140

**DRAFT**

Document No.

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

*Add →  
Condo Owners have the obligation for planting / mowway street tree / easement grassy terrace areas  
→ See sheet 8 of CSM.*

Return to:

Madrigano, Aiello & Santarelli, LLC  
Thomas M. Santarelli  
1108 56<sup>th</sup> St.  
Kenosha, WI 53140

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

Parcel Number

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

**RECITALS:**

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

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

**AGREEMENT**

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

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

DRAFT

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

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

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

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

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

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

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

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

9. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

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

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

- Underlying land is taxable to condo owner  
- No cost to village

\*  
Insert  
Condo  
owner's  
obligations

maintain  
and  
replant



Dated: this \_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
John Steinbrink, Village President

By: \_\_\_\_\_  
Jane M. Romanowski, Village Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  SS  
COUNTY OF KENOSHA    )

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

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This document was drafted by:  
  
Thomas M. Santarelli  
Madrigrano, Aiello & Santarelli, LLC  
1108 56<sup>th</sup> Street  
Kenosha, WI 53140

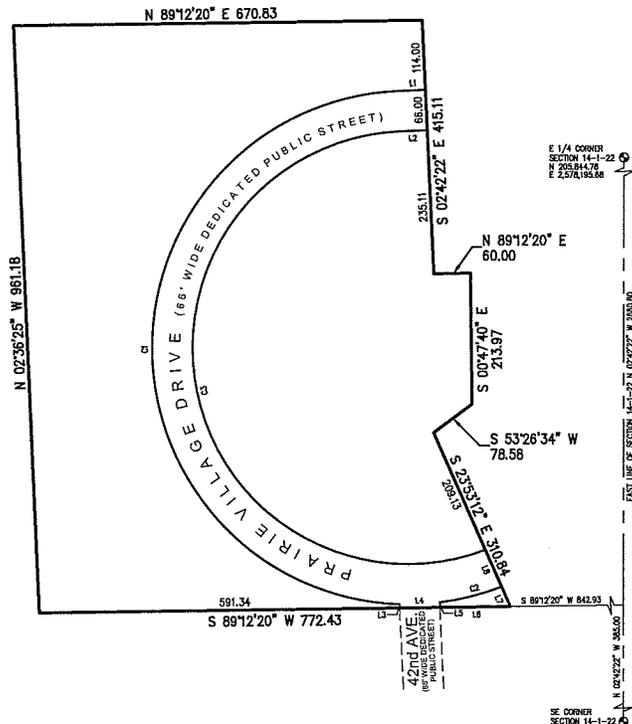
## Exhibit A

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

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

Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	175°27'32"	419.82	1285.56	1058.197	S60°27'07"E	638.98
C2	14°15'52"	419.82	104.52	52.53	N75°40'15"E	104.25
C3	188°17'03"	353.82	1224.47	2168.57	N11°51'55"W	698.65

Line Table		
Line #	Length	Direction
L1	48.11	S87°17'38"W
L2	48.11	N87°17'38"E
L3	0.20	S02°42'22"E
L4	66.04	N89°12'20"E
L5	8.40	N02°42'22"W
L6	115.05	S89°12'20"W
L7	35.63	S23°53'12"E
L8	66.07	S23°53'12"E



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

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

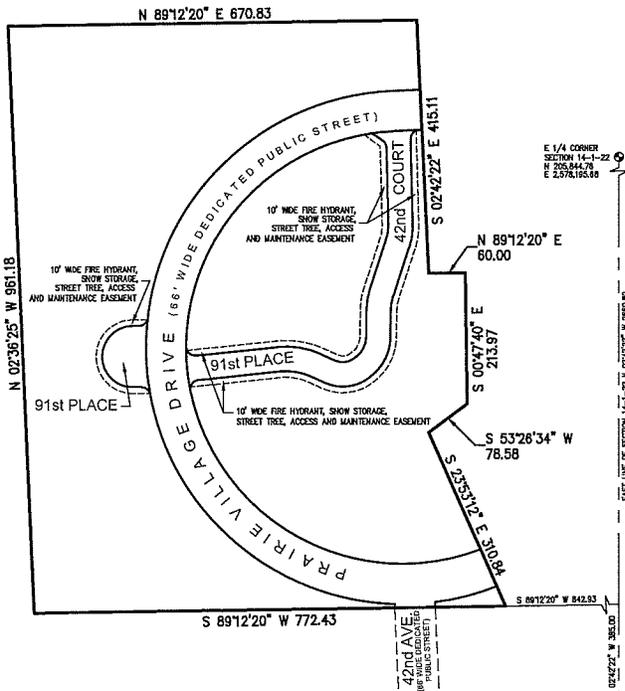


**Nielsen Madsen & Barber S.C.**  
 Civil Engineers and Land Surveyors  
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53405  
 Phone (262) 634-5588 \* Facsimile (262) 634-5024 \* Website nmbsc.net

## Exhibit B

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

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



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

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



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



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

Curve Table

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

Parcel Line Table	
Line #	Direction
L1	S87° 17' 38"W
L2	N90° 00' 00"W
L3	N90° 00' 00"E
L4	S02° 42' 22"E
L5	S02° 42' 22"E
L6	S84° 01' 54"W
L7	N65° 49' 56"W
L8	S52° 33' 18"W
L9	S00° 57' 32"W

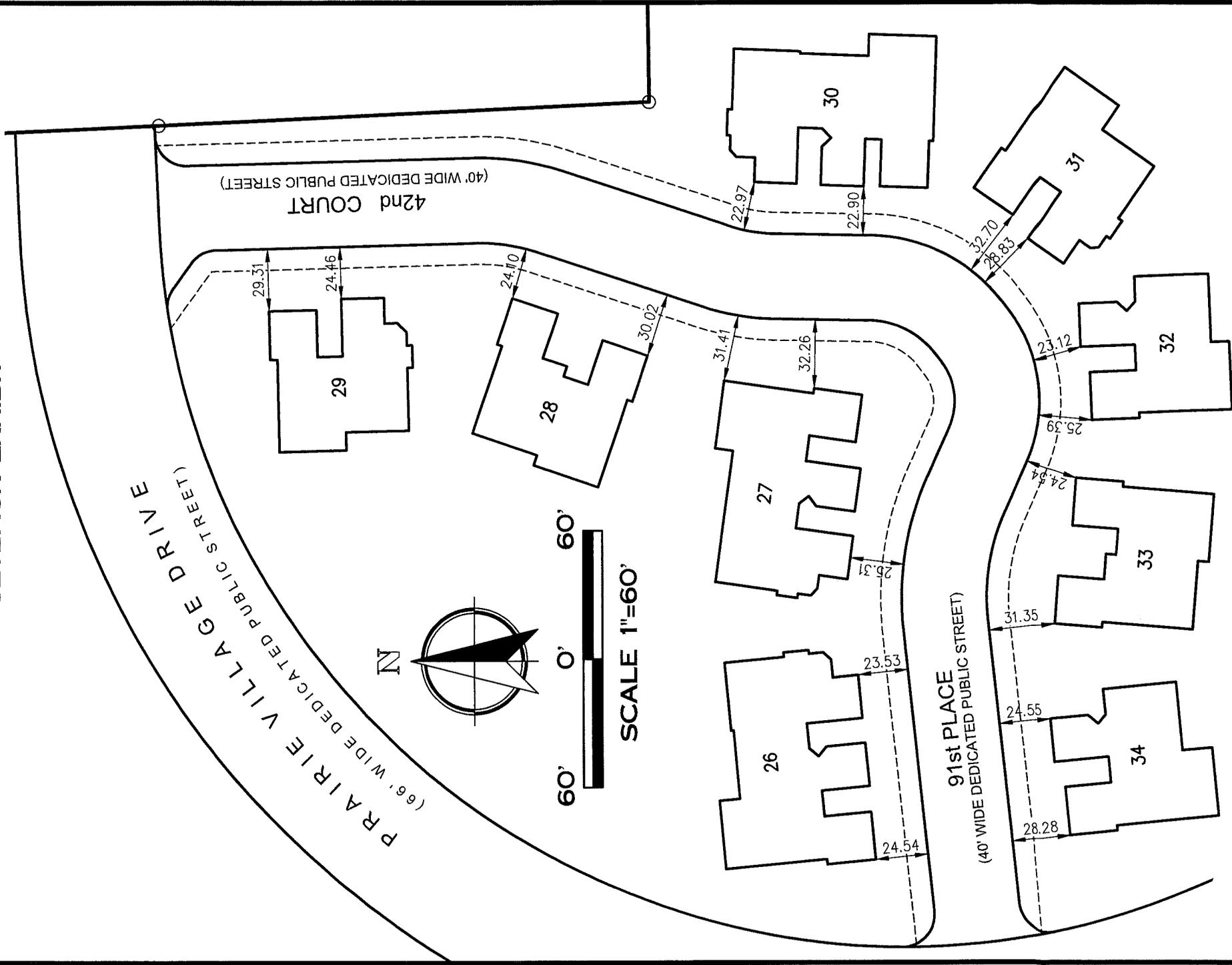
Parcel Line Table		
Line #	Length	Direction
L10	83.34	S18° 08' 44"W
L11	136.83	S01° 32' 03"E
L12	4.57	S87° 17' 38"W
L13	14.47	S53° 47' 29"E
L14	124.16	S01° 32' 03"E
L15	83.34	S18° 08' 44"W
L16	44.26	S00° 57' 32"W
L17	4.92	S52° 33' 18"W
L18	25.29	N65° 49' 56"W

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

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

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

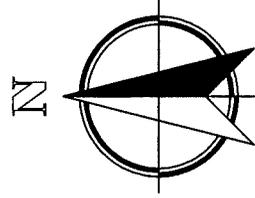
**91ST PLACE AND 42ND COURT PUBLIC ROADWAY SETBACK EXHIBIT**



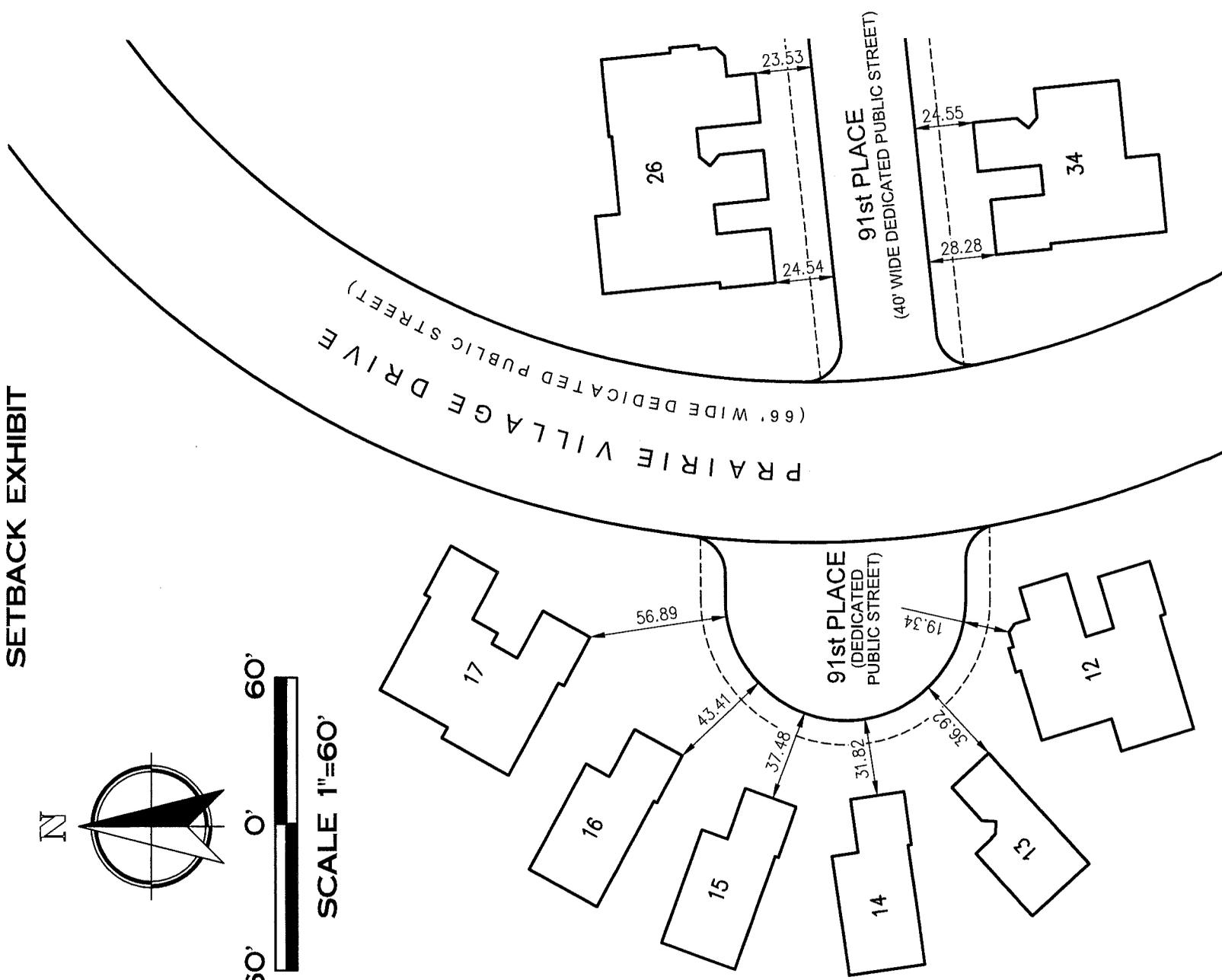
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## 91st PLACE PUBLIC ROADWAY SETBACK EXHIBIT



SCALE 1"=60'

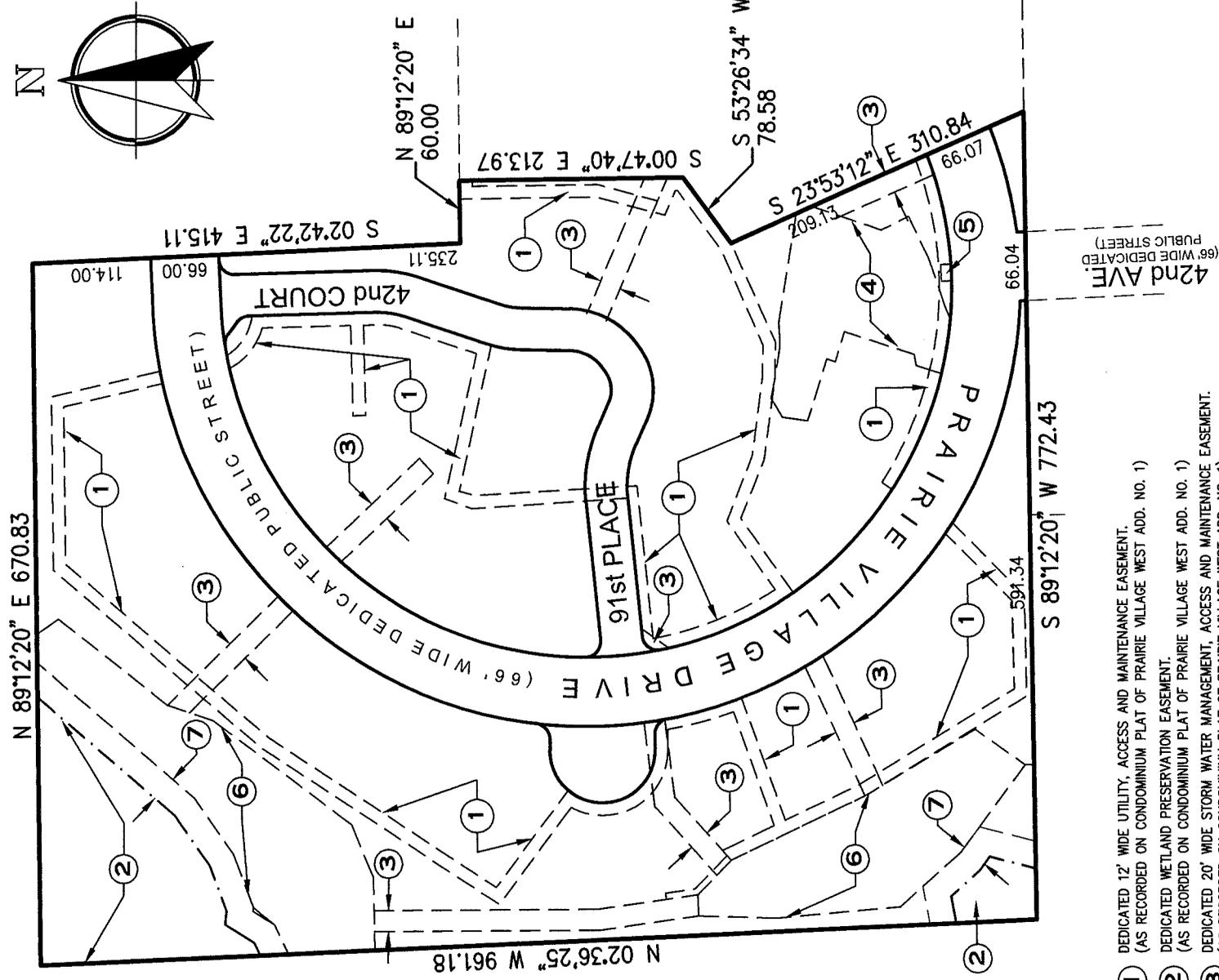




# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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



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



SCALE 1"=150'

Date: January 18, 2016 Revised June 9, 2016  
This Instrument was drafted by Mark R. Madsen  
2015.0126.01.DWG

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

### NEW EASEMENT DEDICATIONS

#### DEDICATED PUBLIC STREET

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

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

#### DEDICATED 15'x15' VISION TRIANGLE EASEMENT (A)

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

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

### NEW EASEMENT DEDICATIONS

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

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

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

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

*to the PVWC Association*

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

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

*to the PVWC Association*

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

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

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

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

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

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

**DEDICATED TREE PRESERVATION, ACCESS AND MAINTENANCE EASEMENT**

**(EASEMENT 4 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)**

*to the PUVLA*

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

**10'X16' DEDICATED LANDSCAPING, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT**

**(EASEMENT 5 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)**

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

**DEDICATED STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT AREAS**

**(EASEMENT 6 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)**

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

*retention*

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

#### DEDICATED 25' WIDE VEGETATIVE BUFFER ZONE

(EASEMENT 7 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

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

#### DEDICATED 12' WIDE UTILITY EASEMENT AREAS

(EASEMENT 10 - PREVIOUSLY DEDICATED ON THE PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT)

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

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

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

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

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

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

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

### *Condominium* RESTRICTIVE COVENANTS

1. The Owner *thereby* covenants that the Dedicated 15'x15' Vision Triangle Easement areas shown on this CSM hereby places restrictions on the referenced land areas because of the location of these Easements which were given, granted and conveyed by the Condominium Owners to maintain a clear sight line of vision for each intersection identified. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

2. The Condominium Owners hereby covenants that the Prairie Village West Condominium Association, Inc. shall have the obligation of protecting and preserving the Wetland Preservation, Protection, Access and Maintenance Easement areas shown on the Prairie Village West Addition No. 1 Condominium Plat. Such preservation and maintenance shall include without limitation and as needed, removing of dead, dying or decayed trees, plant material or evasive species; re-planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources; and removing of trash and debris in order to prevent a nuisance condition. No mowing or cutting of the wetland vegetation shall be allowed without the permission of the Village. No signage or fences shall be erected within the Wetland Preservation, Protection, Access and Maintenance Easement which may cause damage to the wetland area. The covenant shall run with the land and shall be binding upon the Condominium Owners, their successors, assigns and successors-in-title of the lands, in their capacity as Owners of such land, and shall benefit and be enforceable by the Village. Prairie Village West Condominium Association, Inc. shall perform such maintenance as may be needed, without compensation and to the satisfaction of the Village. This covenant will not restrict or prohibit the Condominium Owners from seeking and obtaining the required permits and approvals from the appropriate Federal or State agencies having jurisdiction to fill or adjust the wetland areas insofar as the appropriate permits and approvals are obtained from the Federal, State and Village agencies prior to commencing any wetland disturbing or fill activities.

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

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

### *Condominium* RESTRICTIVE COVENANTS

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

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

*Condominium*

*are these sidewalks?*

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

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

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

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

SURVEYOR'S CERTIFICATE

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

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

January 18, 2016

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

OWNER'S CERTIFICATE OF DEDICATION

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

PRAIRIE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC

Signed: \_\_\_\_\_

Print Name: Ervin John Field, President

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Witness: \_\_\_\_\_



**ORDINANCE # 16-**

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

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

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

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

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

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

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

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

- (c) Rearyard setbacks shall not be less than 30 feet as measured from the structure to the rear property line.
- (d) Wetland setback shall not be less than 25 feet as measured from the structure to the field delineated wetlands.
- (e) Shoreyard setback shall not be less than 75 feet as measured from the structure to the ordinary high water mark of the navigable waterway on the northwest corner of the DEVELOPMENT.

(8) No additional land divisions shall be allowed within the DEVELOPMENT, unless approved by the Village;

d. Amendments

- i. The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 12.02-11 of the Zoning Ordinance.
- ii. A complete application for an amendment to this PUD shall be filed by the owner(s) of said property(ies).

**Adopted this \_\_\_ day of \_\_\_\_\_, 2016.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

\_\_\_\_\_  
John P. Steinbrink  
Village President

\_\_\_\_\_  
Jane M. Romanowski, CMC  
Village Clerk

Posted: \_\_\_\_\_

\_\_\_-Pr Village west Add 1 PUD Amendment  
CODE1608-003

# MADRIGRANO, AIELLO & SANTARELLI, LLC

Attorneys at Law

1108 56th Street, Kenosha, WI 53140

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

Website: kenoshalaw.com

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

August 26, 2016

## VIA EMAIL AND HAND DELIVERY

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

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

Dear Ms. Werbie-Harris:

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

### Removal Instrument

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

### Vacation of Easements

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

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

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

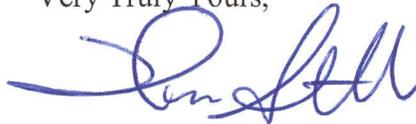
I have also been asked to prepare an Easement Agreement as I'm told that the easement cannot be recorded via the CSM. I've attached a draft of the easement for your review and consideration. Once the Easement language is agreed, Mr. Field, President of PVWCA, will execute the Easement for recording purposes.

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

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

Thank you.

Very Truly Yours,



Thomas M. Santarelli  
Attorney at Law

cc: PVWCA Board of Directors

Document No.

**REMOVAL OF LANDS  
FROM CONDOMINIUM**

PRAIRIE VILLAGE WEST  
ADDITION NO. 1 CONDOMINIUM

Return to:  
Thomas M. Santarelli  
1108 56<sup>th</sup> Street  
Kenosha, WI 53140

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

Parcel Number

**REMOVAL OF LANDS FROM CONDOMINIUM**

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

**ARTICLE I**

**REMOVAL OF LANDS**

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

**ARTICLE II**

**EFFECT OF REMOVAL**

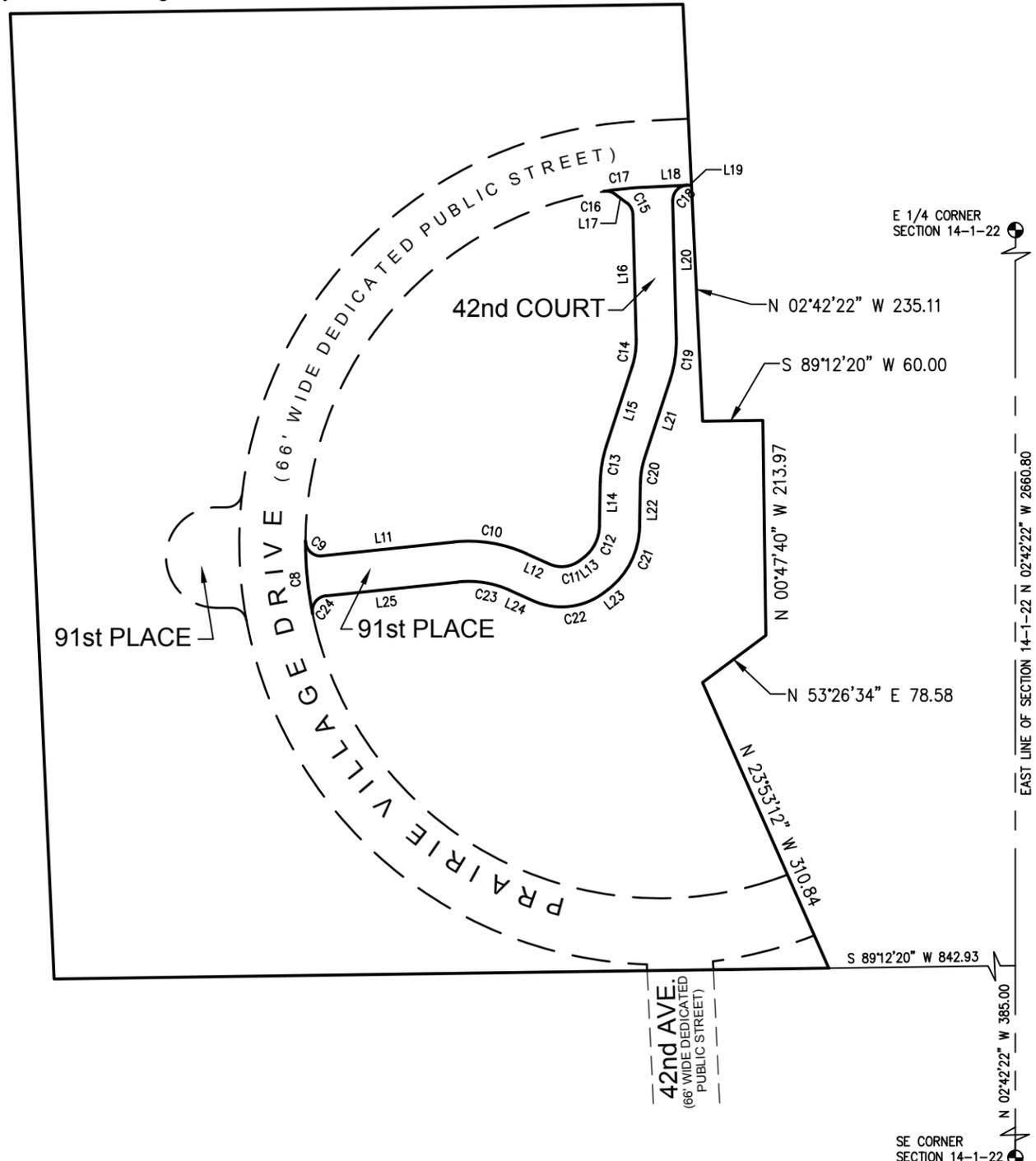
As a consequence of the removal of the Property from the condominium form of ownership, the Property is no longer subject to the terms and conditions of the Declaration of Prairie Village West Condominium Association, Inc. and Prairie Village West Addition No. 1 Condominium, or any other related Condominium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

Dated: this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



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

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



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

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



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

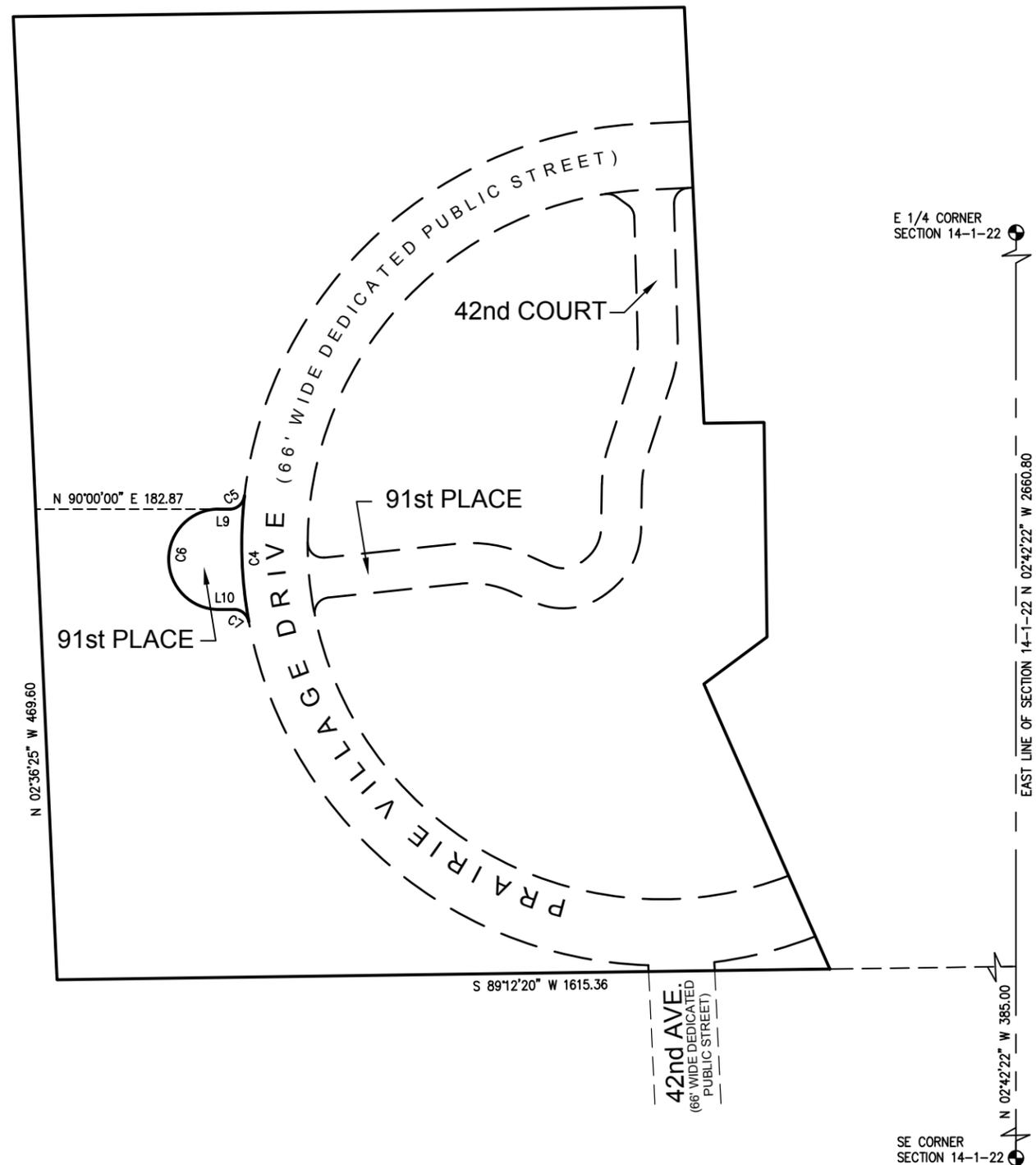
Scale: 1" = 150'  
 Drawn By: SCB  
 DATE: 6-3-2016  
 2015.0126.01  
 Removal Instrument Exhibit #1  
**PRAIRIE VILLAGE WEST**  
**ADDITION NO. 1**  
**CONDOMINIUM**  
 Pleasant Prairie, Wisconsin

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

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

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

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



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

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



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

**PETITION TO VACATE AND RELEASE EASEMENTS**

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

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

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

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

**REASONS FOR REQUEST TO VACATE AND RELEASE EASEMENTS:**

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

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

**REQUEST FOR VACATION AND RELEASE OF EASEMENTS:**

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

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

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

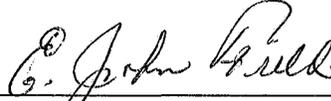
4. Vacation of the dedicated twenty foot (20') storm water management, access and maintenance easement. A true and correct copy of the easement to be vacated is attached hereto as Exhibit 4.

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

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

DATED: 8/25/16

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

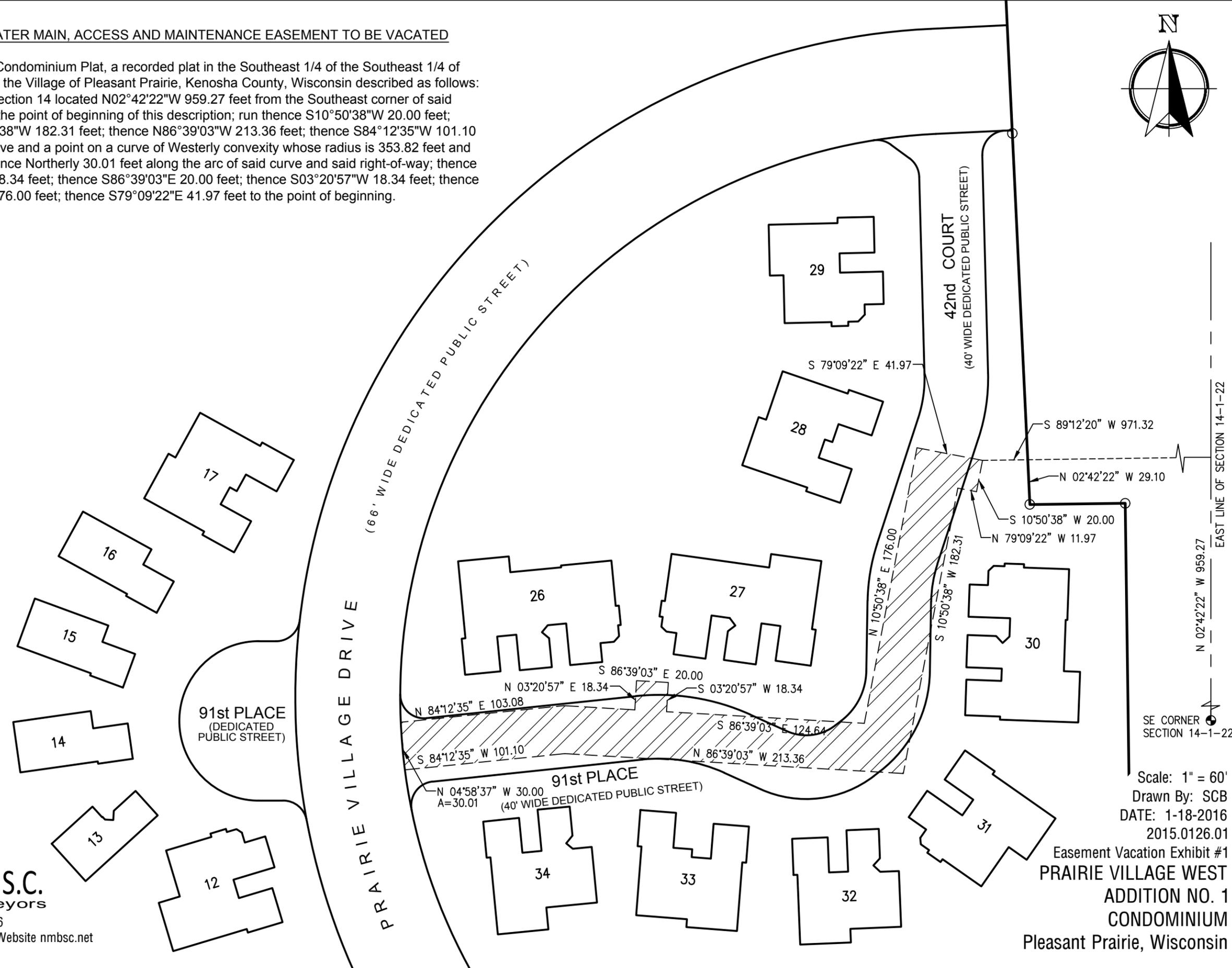


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Prairie Village West  
By: E. John Field, President

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

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



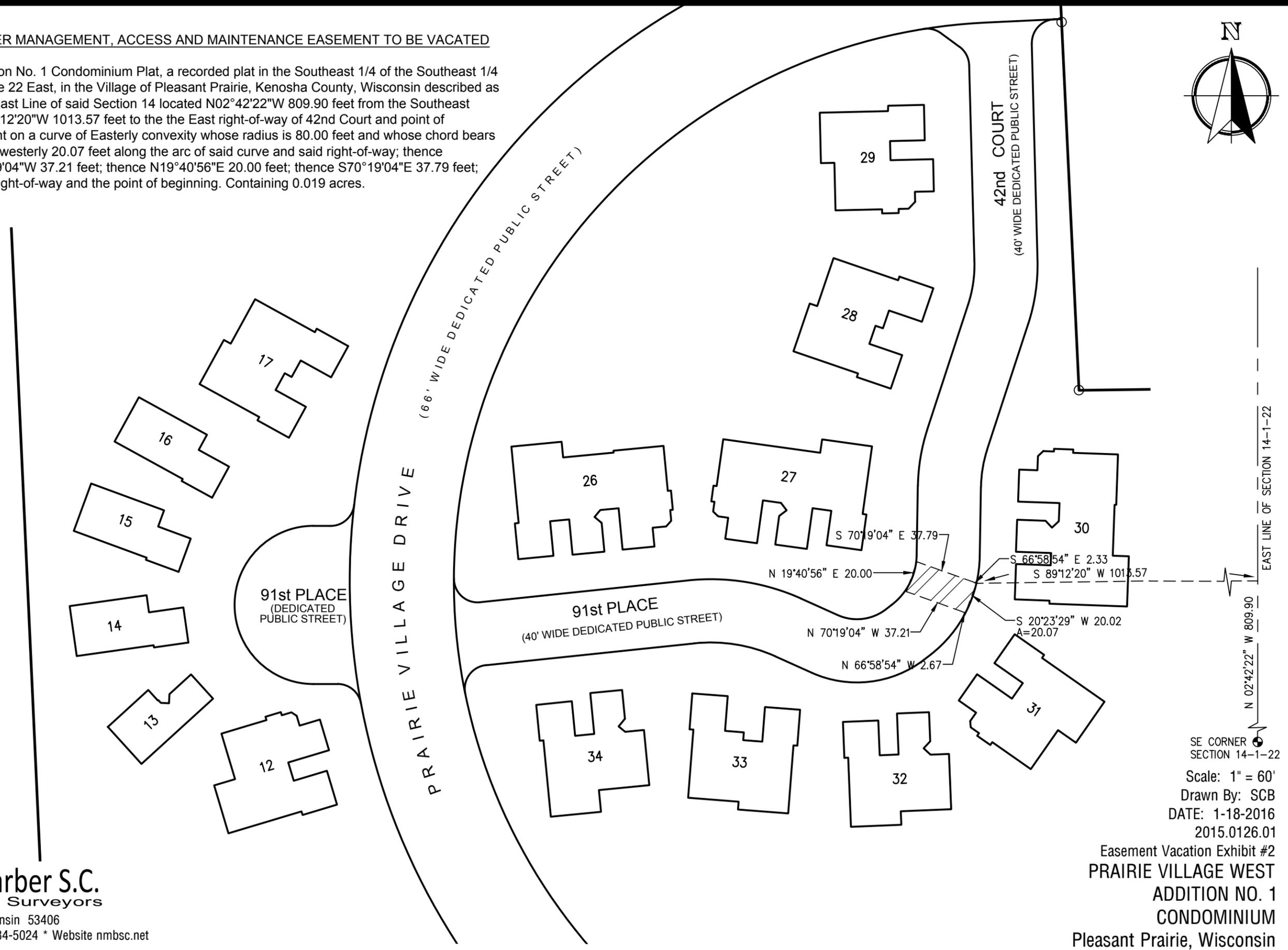
**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors

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

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

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

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



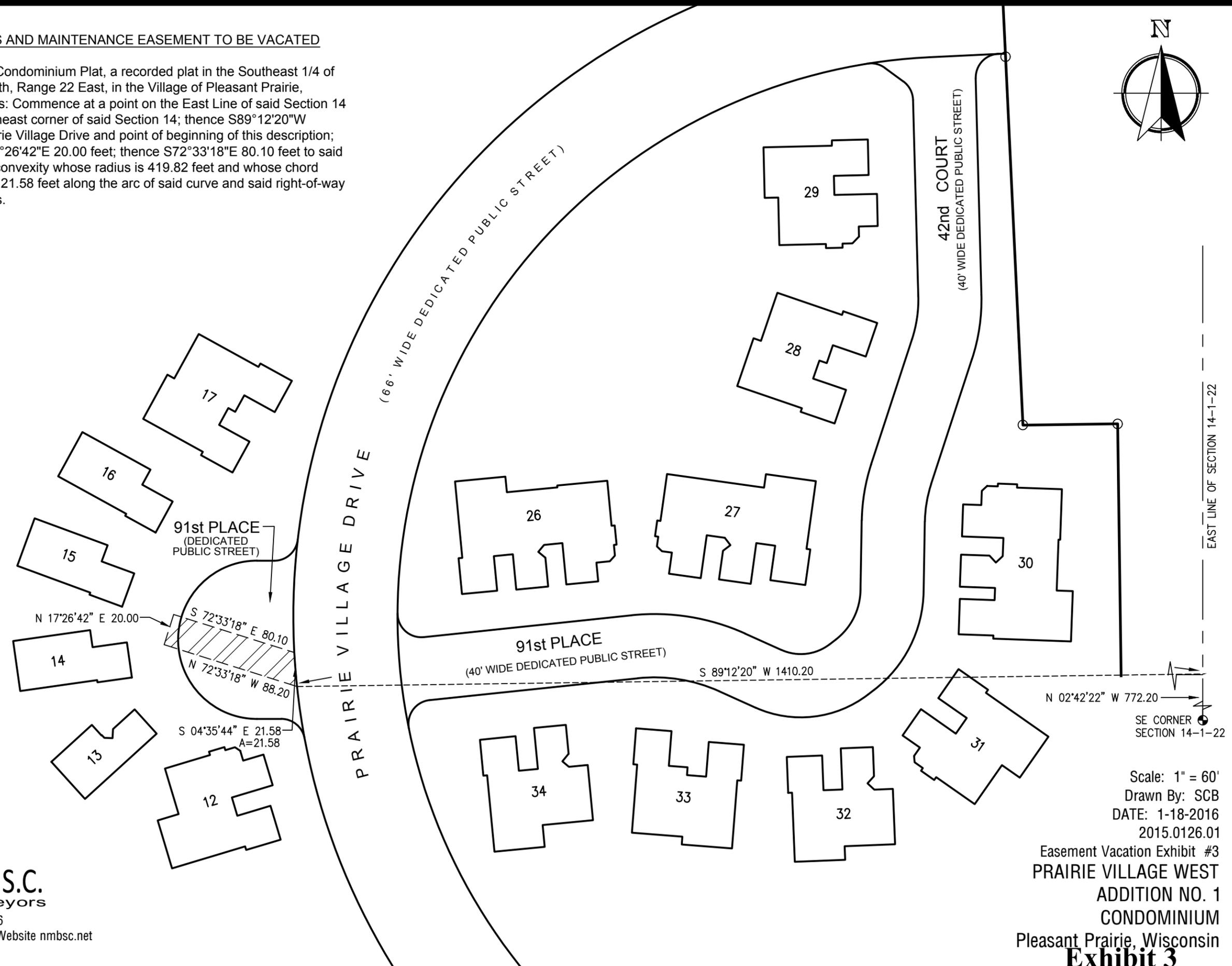
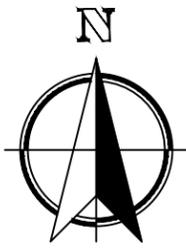
**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors

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

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

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

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

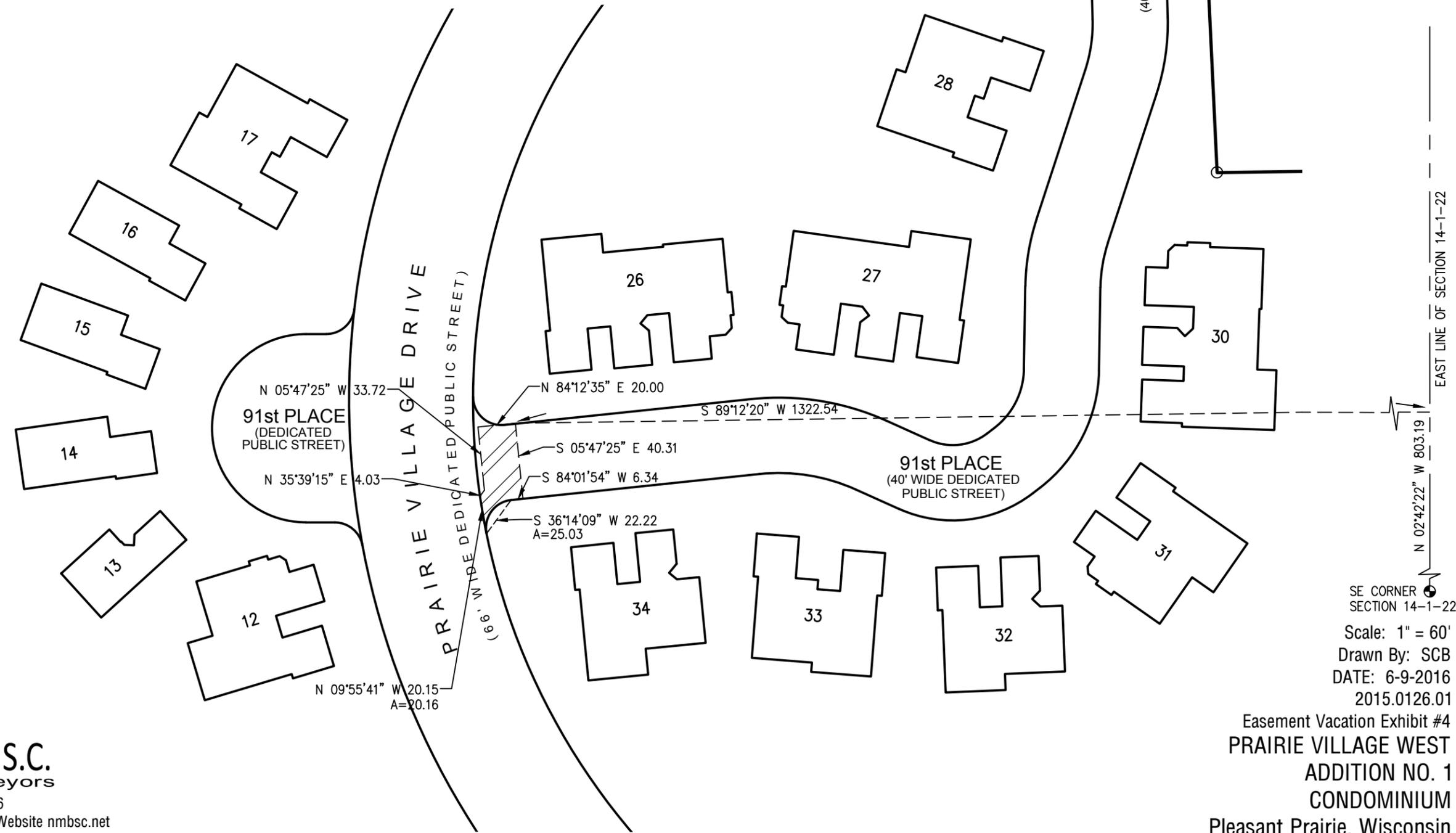
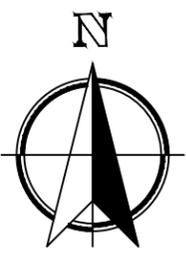


**Nielsen Madsen & Barber S.C.**  
 Civil Engineers and Land Surveyors  
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406  
 Phone (262) 634-5588 \* Facsimile (262) 634-5024 \* Website nmbosc.net

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

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

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

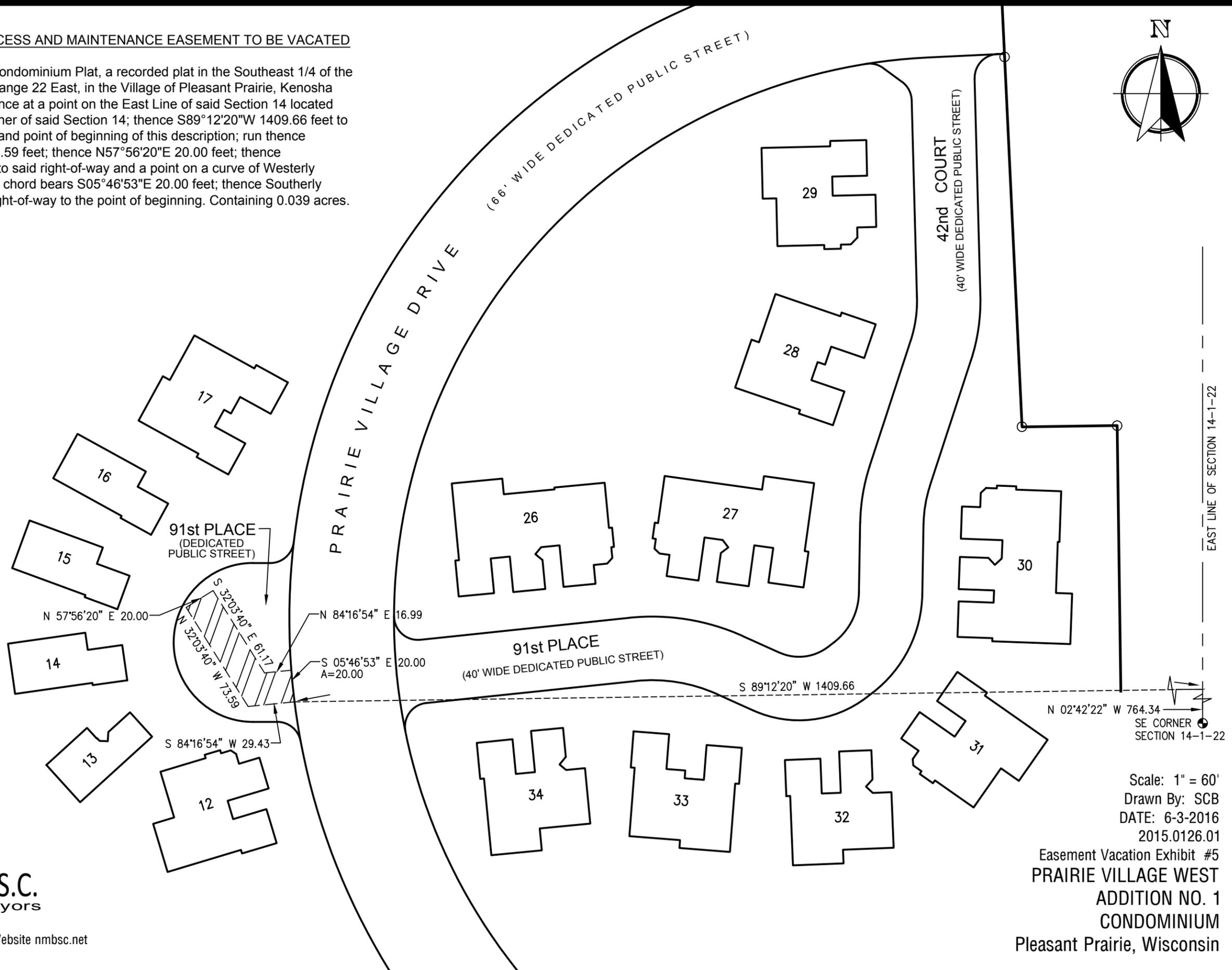


**Nielsen Madsen & Barber S.C.**  
 Civil Engineers and Land Surveyors  
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406  
 Phone (262) 634-5588 \* Facsimile (262) 634-5024 \* Website nmbosc.net

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

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

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



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

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

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

Document No.

**RELEASE OF EASEMENT**

Return to:  
Thomas M. Santarelli  
1108 56<sup>th</sup> Street  
Kenosha, WI 53140

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

Parcel Number

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

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

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

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

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

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

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

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
John Steinbrink, Village President

By: \_\_\_\_\_  
Jane M. Romanowski, Village Clerk



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

JOES

144-0071  
ST. JOHN CRYSTOMOS MONASTERY  
UNPLAIED LANDS

# PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT

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

### Legal Description:

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

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

Said land containing 15.40 acres more or less.

### SURVEYOR'S CERTIFICATION

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

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

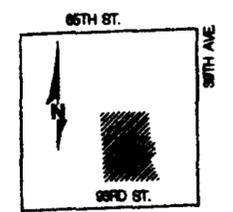
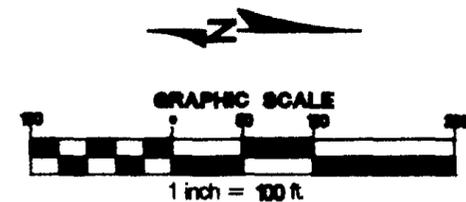
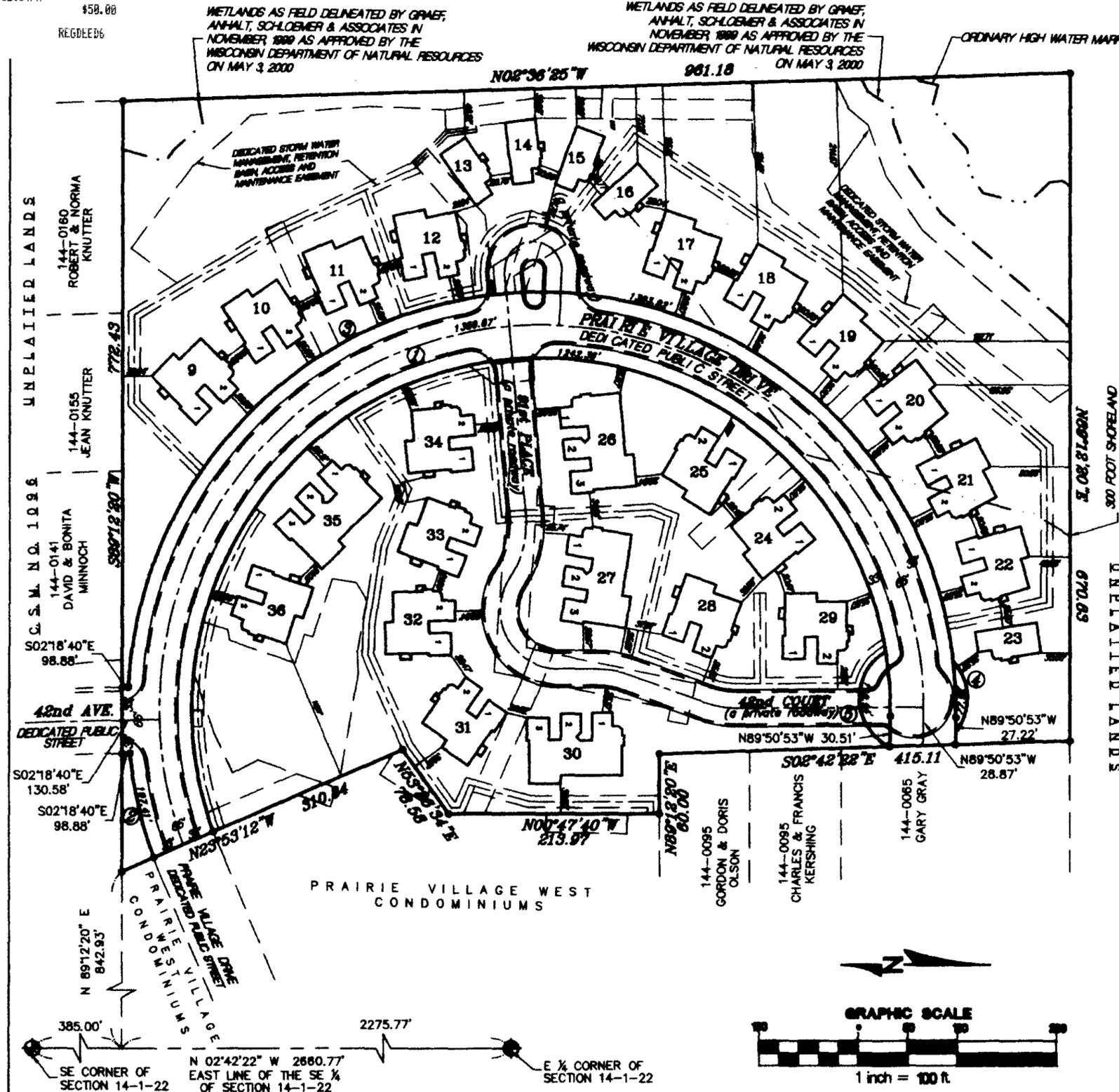


NO.	RADIUS	ARC	CHORD	CHORD BEARING
①	386.82'	1359.87'	760.16'	N 10°33'37" W
②	353.82'	1242.36'	695.59'	N 10°28'18" W
③	419.82'	107.41'	107.12'	S 75°51'04" W
④	419.82'	1303.92'	839.51'	N 01°10'29" E
⑤	54.50'	77.92'	71.45'	N 87°05'52" E
⑥	54.50'	116.94'	95.76'	N 86°34'46" E

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

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

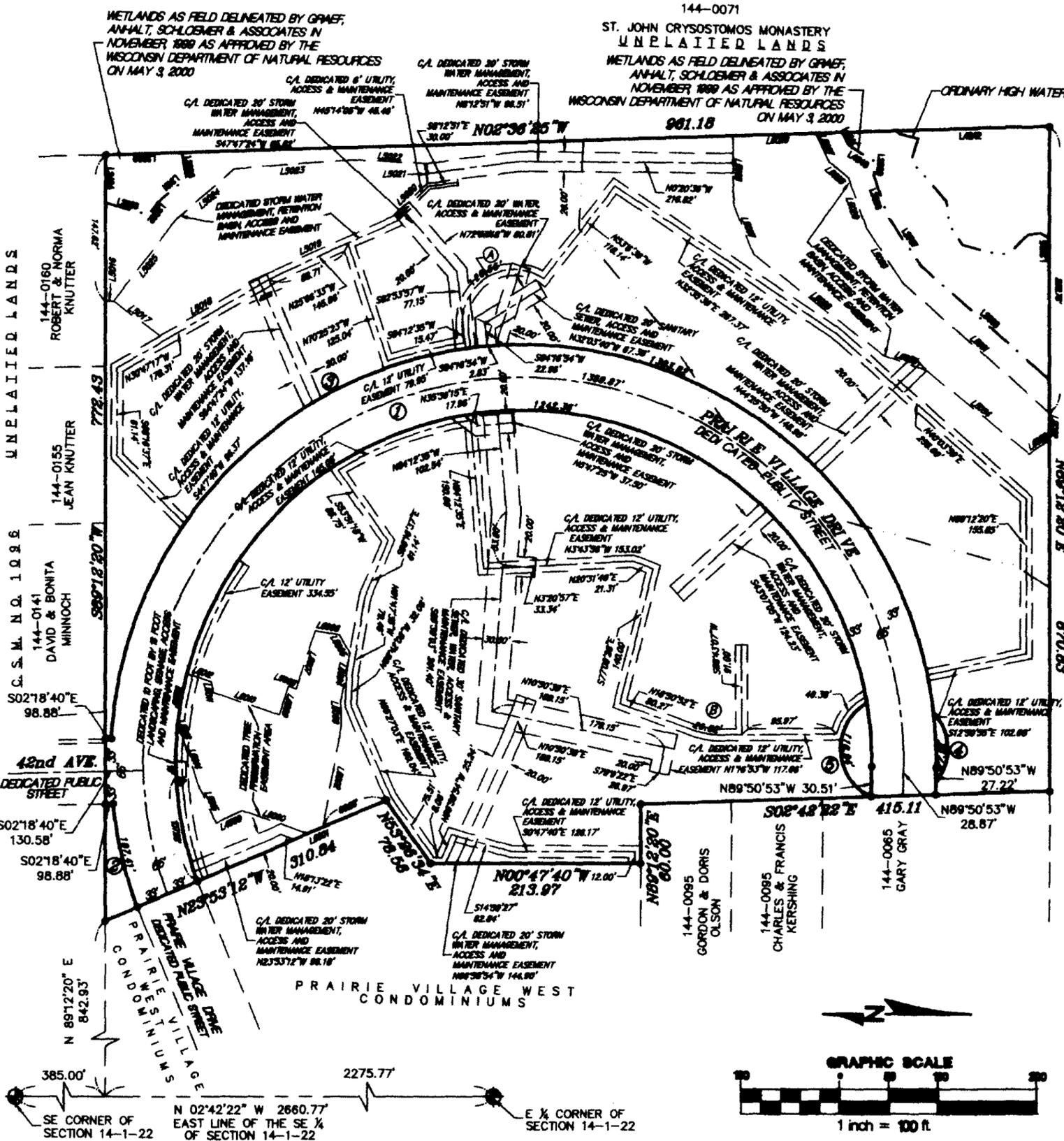
SHEET 1 OF 6



REVISED 08-14-08

# PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM PLAT

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



**DEDICATED TREE PRESERVATION EASEMENT**

LINE	BEARING	LENGTH
L4889	N2817'35\"W	28.52'
L5000	N1813'22\"E	71.40'
L5001	N2353'12\"W	17.07'
L5002	S8040'54\"E	104.84'
L5003	N8044'25\"E	22.60'
L5004	S8019'42\"E	51.46'
L5005	N5821'22\"E	21.22'
L5006	N8814'17\"E	24.54'
L5007	N7224'33\"W	62.08'
L5008	N1735'27\"E	8.58'
L5009	N7224'33\"W	30.17'
L5010	N1735'27\"E	71.12'
L5011	N7915'08\"E	10.89'
L5012	N1735'27\"E	25.89'
L5013	S8731'21\"W	13.05'
L5014	S7049'42\"W	46.75'
L5015	S8419'32\"W	43.67'

**WETLAND LINE TABLE**

LINE	LENGTH	BEARING
L2929	77.46	N 02°36'25\" W
L3030	26.17	N 79°25'02\" E
L3131	37.73	S 41°48'00\" E
L3232	15.63	S 53°27'55\" E
L3333	45.51	S 14°24'02\" W
L3434	48.59	S 89°12'20\" W
L3535	255.54	N 89°12'20\" E
L3636	173.69	S 40°22'55\" W
L3737	58.69	S 55°02'10\" W
L3838	45.77	S 88°31'30\" W
L3939	13.11	N 84°48'59\" W
L4040	32.39	S 32°08'47\" W
L4141	13.57	S 63°23'13\" W
L4242	210.94	N 02°36'25\" W

**SOUTH POND LINE TABLE**

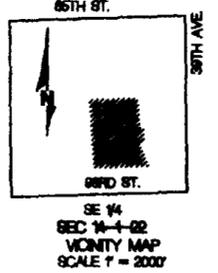
LINE	BEARING	LENGTH
L5016	S0047'40\"E	8.52'
L5017	S3921'18\"W	58.77'
L5018	S3047'17\"E	124.36'
L5019	N2506'33\"W	144.11'
L5020	N4574'15\"W	46.47'
L5021	N8744'47\"E	20.11'
L5022	N0744'06\"E	76.65'
L5023	N0507'19\"W	120.58'
L5024	S4148'00\"E	78.38'
L5025	N5317'06\"W	103.80'

**NORTH POND LINE TABLE**

LINE	BEARING	LENGTH
L5026	N0236'25\"W	83.54'
L5027	N6323'13\"E	31.69'
L5028	N3901'48\"E	25.81'
L5029	N6931'30\"E	54.64'
L5030	N5502'10\"E	65.08'
L5031	N4022'55\"E	198.77'
L5032	N8912'20\"E	27.41'
L5033	N3434'02\"W	25.34'
L5034	S3800'54\"W	133.42'
L5035	S1831'34\"W	46.48'
L5036	S3638'18\"W	166.04'
L5037	S8717'19\"W	54.48'
L5038	S8442'42\"W	69.81'



DOCUMENT NUMBER  
144-0060  
#5105  
PLAT-CONDOMINIUM RECORDED  
At Kenosha County, Kenosha, WI  
Louise I. Principe, Register of Deeds  
on 3/13/2002 at 12:04PM  
20012335 \$59.00  
JOES REGDEED6

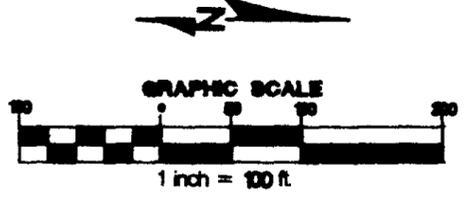


**CURVE TABLE**

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

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

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



**DEDICATIONS AND EASEMENTS PROVISIONS**

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

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

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

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

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

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

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



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

DOCUMENT NUMBER  
JL259502

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

JOES REGDEED6

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

9. A perpetual nonexclusive easement coextensive with the area shown as 42nd Court or 91st Place on this Plat is hereby dedicated, given, granted and conveyed by the Developer to the Village for a Dedicated Snow Plowing Maintenance and Roadway Access Easement. This easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use and maintenance of the roadway, storm sewer, sanitary sewer and water system; and planting, care and street tree maintenance responsibilities of the easement area which shall be required by the Association and as it will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway or other uses of the easement as may be approved by the Village. There shall be no vehicles parked or structures placed within said easement, which obstructs the Village's snow plowing efforts on 42nd Court or 91st Place. The Developer and/or Association shall enter into a Fee for Snow Plowing Services Agreement with the Village for the Snow Plowing Maintenance of 42nd Court or 91st Place. Said Agreement shall include but not be limited to: the payment for services, the scope of the work performed; and the Village's limited liability and indemnification. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to this easement and the rights of the Association with respect to the Dedicated Street Snow Plowing Maintenance and Roadway Access Easement, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement and a Fee for Services Agreement is entered into between the Developer and/or the Association and the Village, the Village shall have no obligation to do anything pursuant to its rights under this easement. The Developer and/or the Association shall be responsible for all costs associated with the 42nd Court private roadway and private improvements and maintenance. To the extent that the Village performs any such snow plowing related maintenance activities, the Developer and/or Association, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Developer and/or Association through a Fee for Services Agreement or as Special Assessments or Special Charges under Section 88.00 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

**RESTRICTIVE COVENANTS**

1. Stanich Builders, Inc. (referred to as "the Developer") hereby covenants that the Prairie Village West #1 Condominium Association (referred to as "the Association") shall have the obligation of maintaining the storm water management, retention basins, maintenance and access easement areas located on the property as shown on this Plat in a functional, neat and nuisance free condition to handle drainage, storm water and drainage in the land division. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; dethatching or grading to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures or storm sewers, where applicable; mowing and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property, in their capacity as owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties and responsibilities to the Association who then shall perform such maintenance without compensation to the satisfaction of the Village. To the extent that the Village performs any such storm water management or drainage maintenance activities, the Association, respectively, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 88.00 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on this Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

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

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

SHEET 3 OF 6

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

RESTRICTIVE COVENANTS (continued)

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

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

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

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

OWNER'S CERTIFICATE OF DEDICATION

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

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

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

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

STANICH BUILDERS INC.

[Signature] Douglas K. Stanich, President

STATE OF WISCONSIN) KENOSHA COUNTY ) SS

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

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

CONSENT OF CORPORATE MORTGAGEE

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

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

[Signature] John A. Marston Assistant Vice President



DOCUMENT NUMBER 1259502

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

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

STATE OF WISCONSIN) KENOSHA COUNTY ) SS

PERSONALLY came before me this 8th day of March, 2002, John A. Marston, Assistant Vice President of NORTH SHORE BANK, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

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

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN) KENOSHA COUNTY ) SS

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

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

VILLAGE BOARD CERTIFICATE

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

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

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

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

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN) KENOSHA COUNTY ) SS

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

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

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

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

FLOOR PLAN

PRAIRIE VILLAGE WEST ADDITION NO. 1  
 CONDOMINIUM PLAT

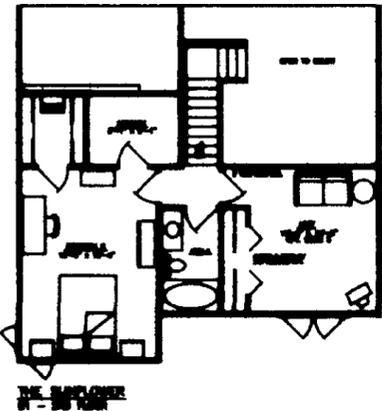
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 THE  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA  
 COUNTY, STATE OF WISCONSIN



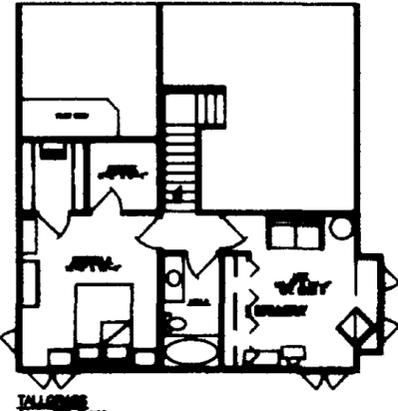
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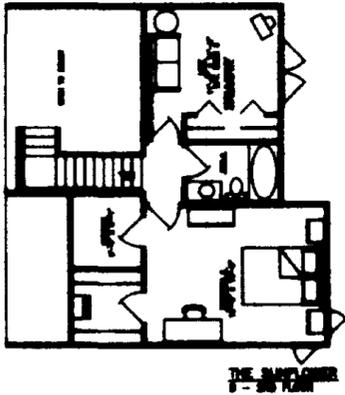
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 At Kenosha County, Kenosha, WI  
 Louise I. Principe, Register of Deeds  
 on 3/13/2002 at 12:04PM  
 20012336 \$50.00  
 JOES REGDEED6



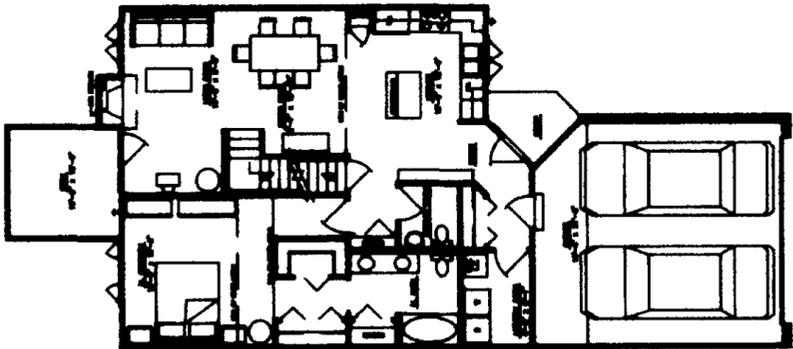
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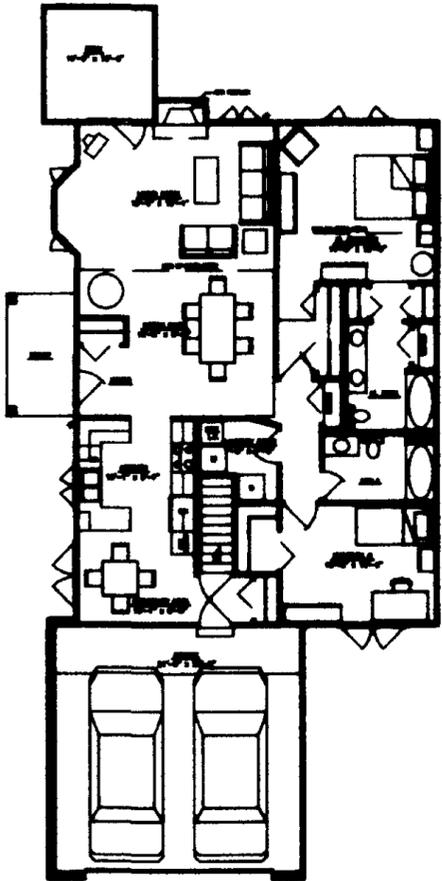
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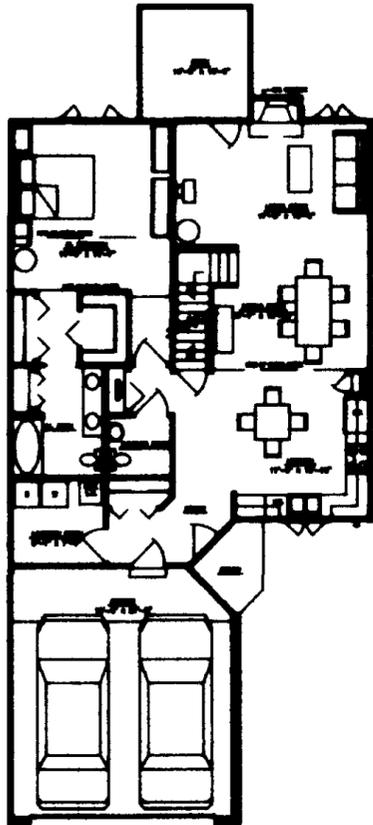
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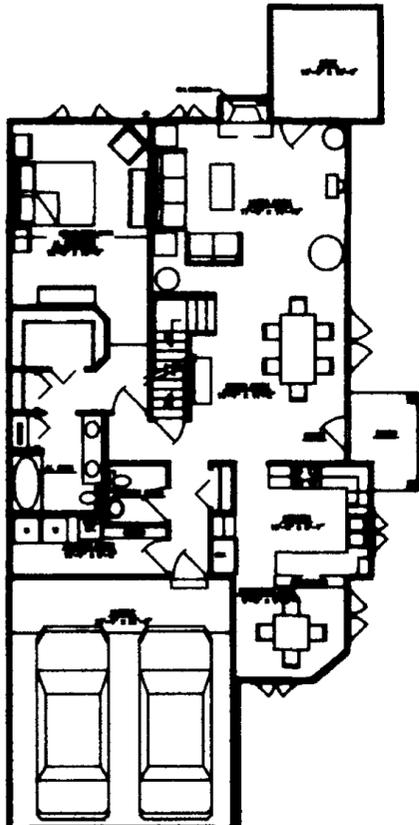
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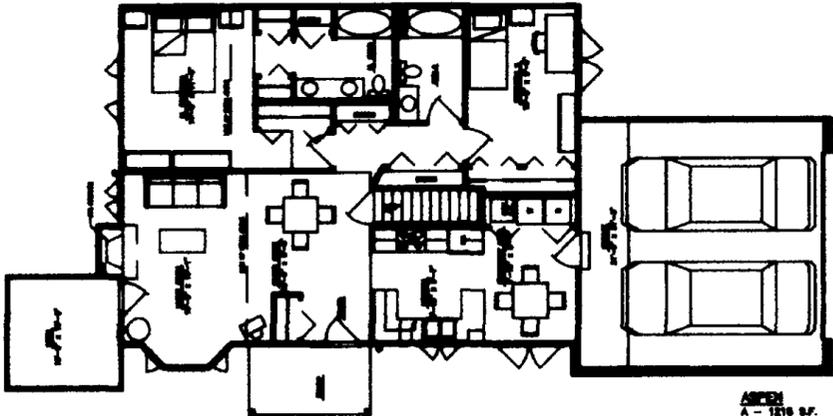
UNIT 105



UNIT 106



UNIT 107



UNIT 108

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

SHEET 5 OF 6

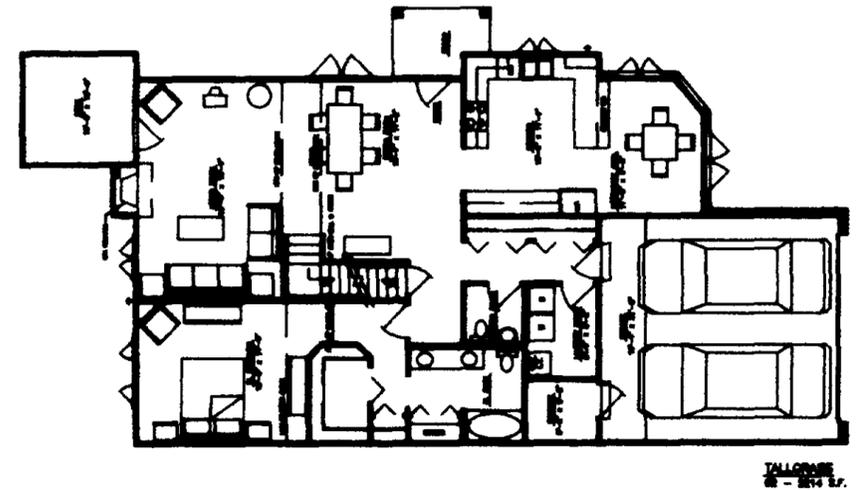
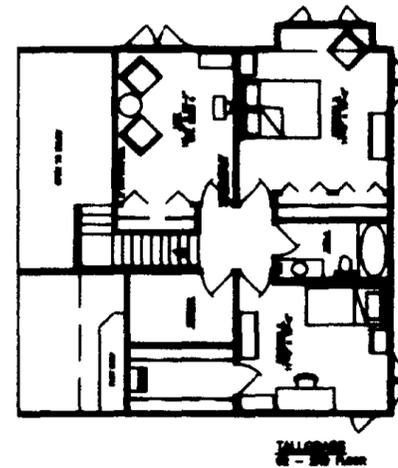
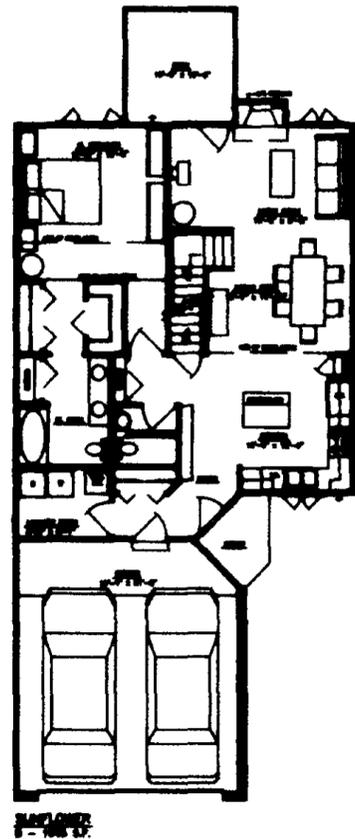
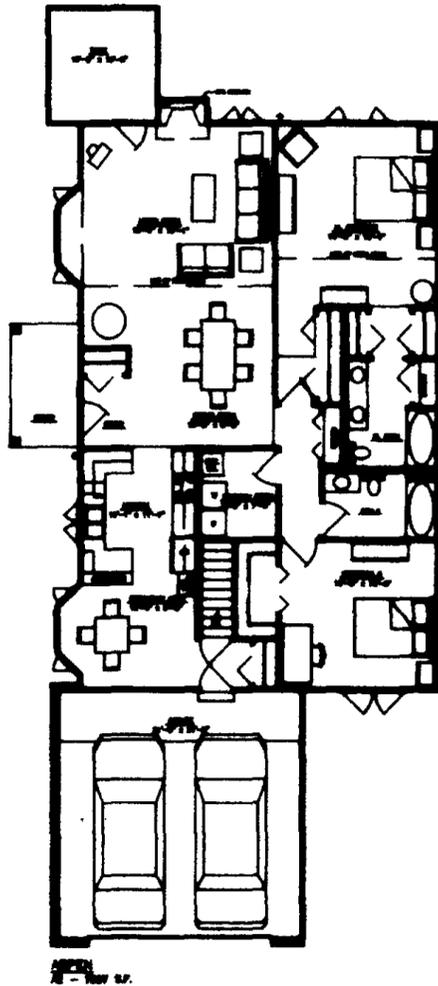
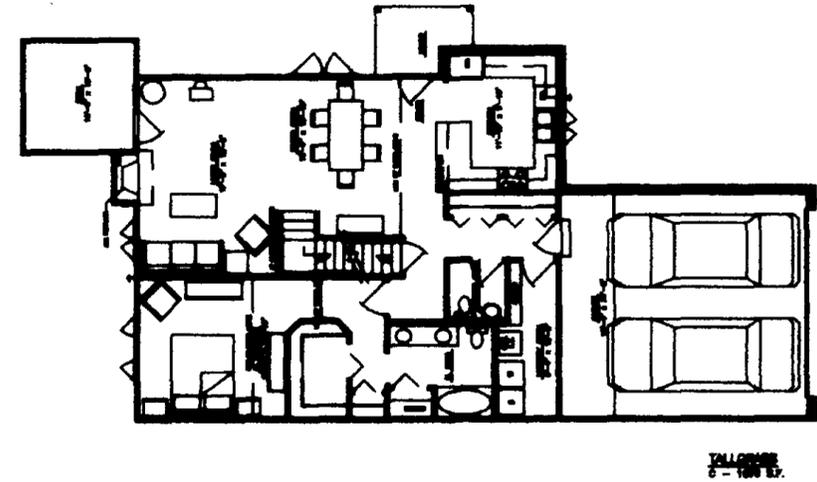
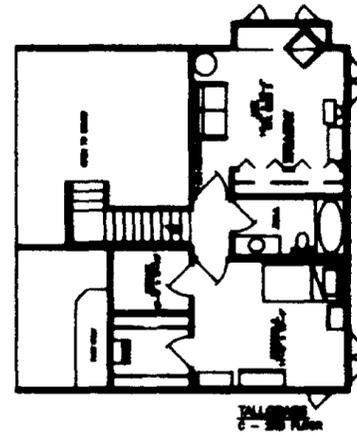
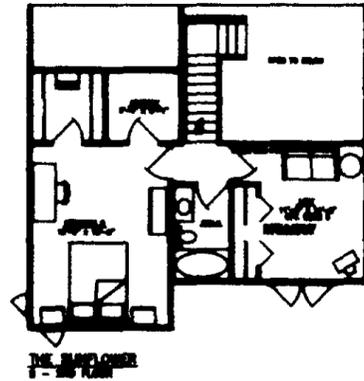
DECLARANT:  
 STANICH BUILDERS INC.  
 DOUG STANICH  
 7600 30TH AVE.  
 KENOSHA, WI 53148  
 PH (888) 604-8708  
 FAX (888) 604-3831

FLOOR PLAN

PRAIRIE VILLAGE WEST ADDITION NO. 1  
CONDOMINIUM PLAT

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

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



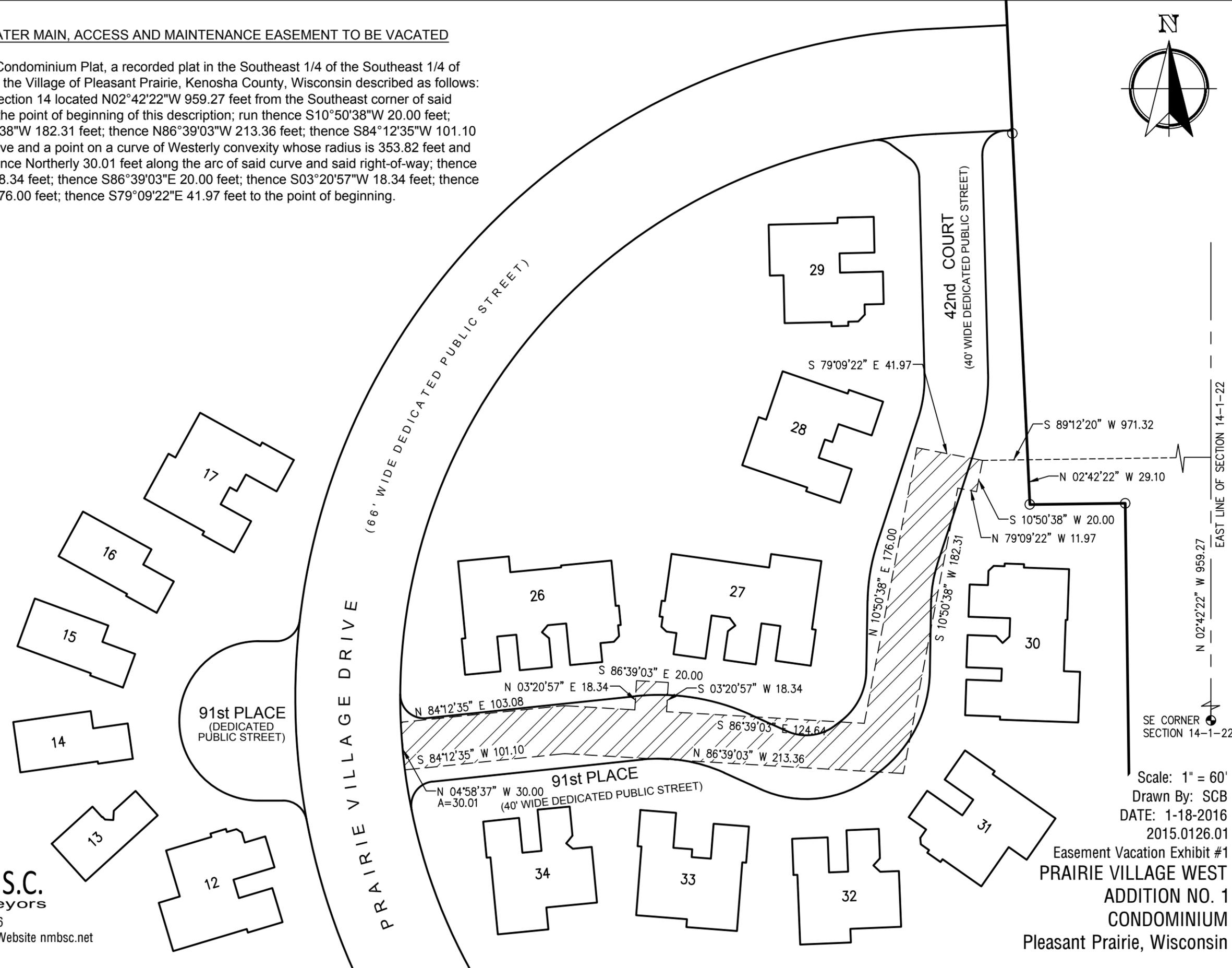
METROPOLITAN SURVEY SERVICE  
5800 W. LOOMIS ROAD  
GREENDALE, WI. 53129  
PH (414) 589-5800  
FAX (414) 589-9787  
E-MAIL survey@excpc.com

SHEET 6 OF 8

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

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

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



EAST LINE OF SECTION 14-1-22  
 N 02°42'22" W 959.27  
 SE CORNER SECTION 14-1-22

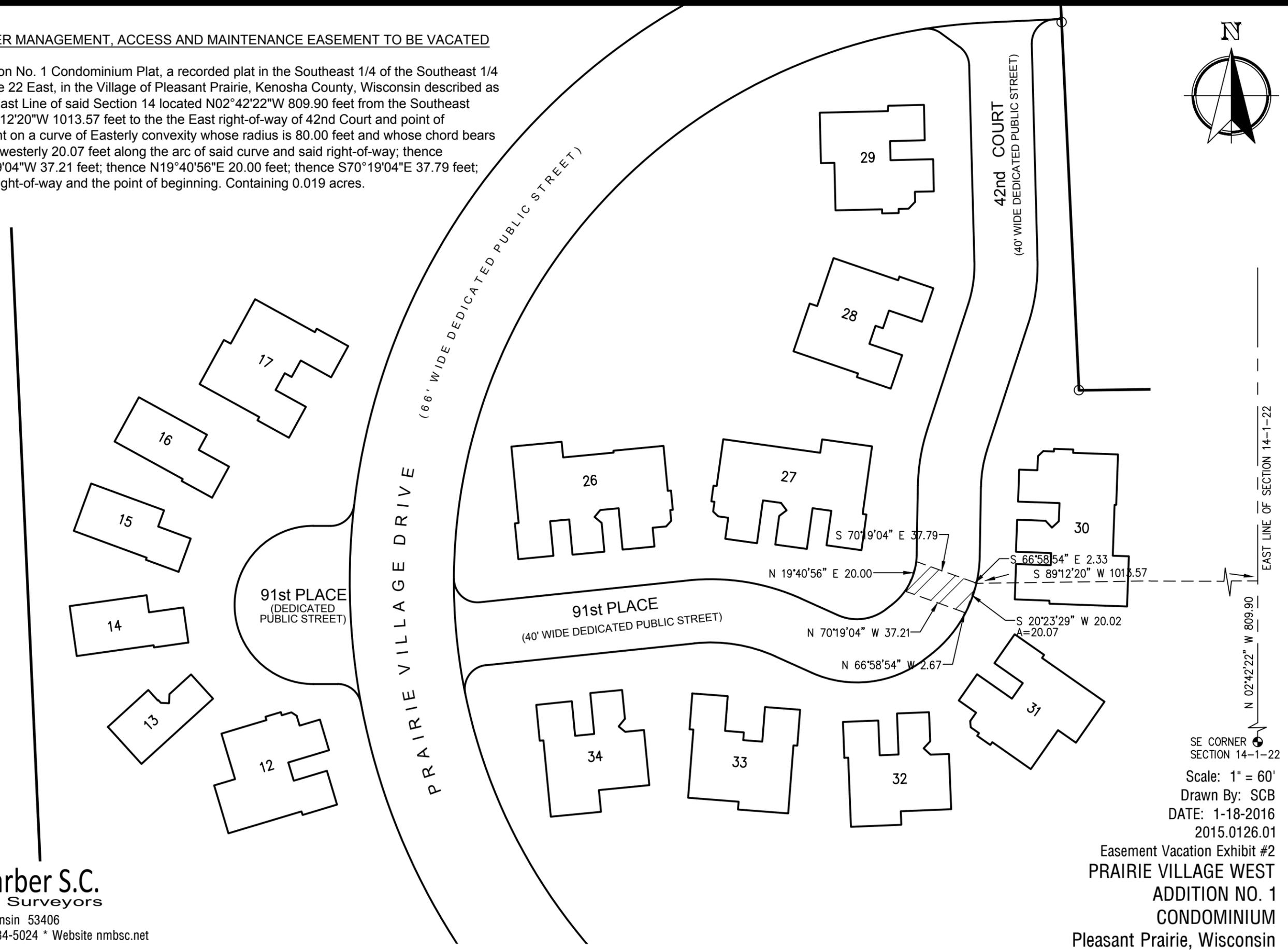


**Nielsen Madsen & Barber S.C.**  
 Civil Engineers and Land Surveyors  
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406  
 Phone (262) 634-5588 \* Facsimile (262) 634-5024 \* Website nmbosc.net

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

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

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



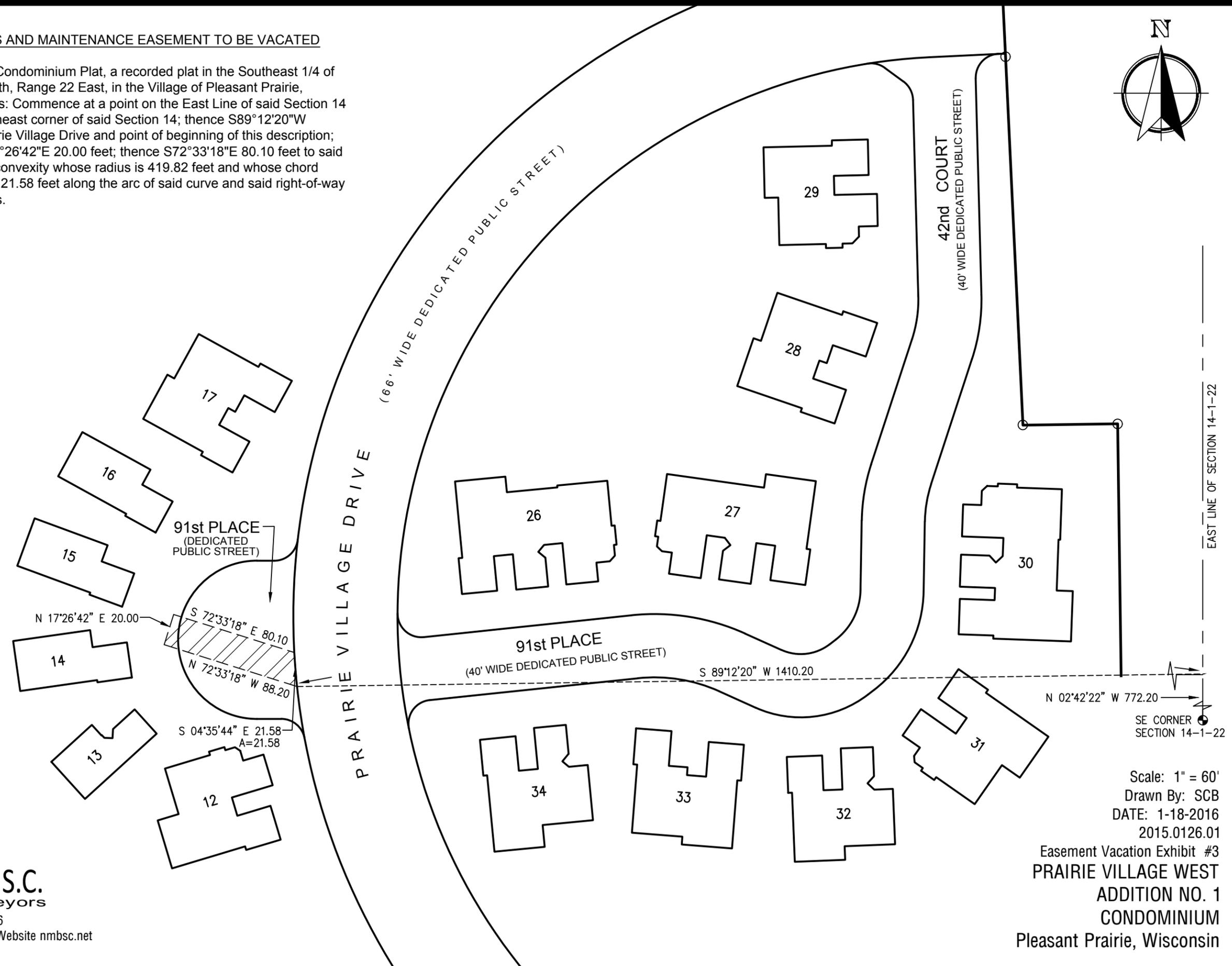
**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors

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

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

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

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

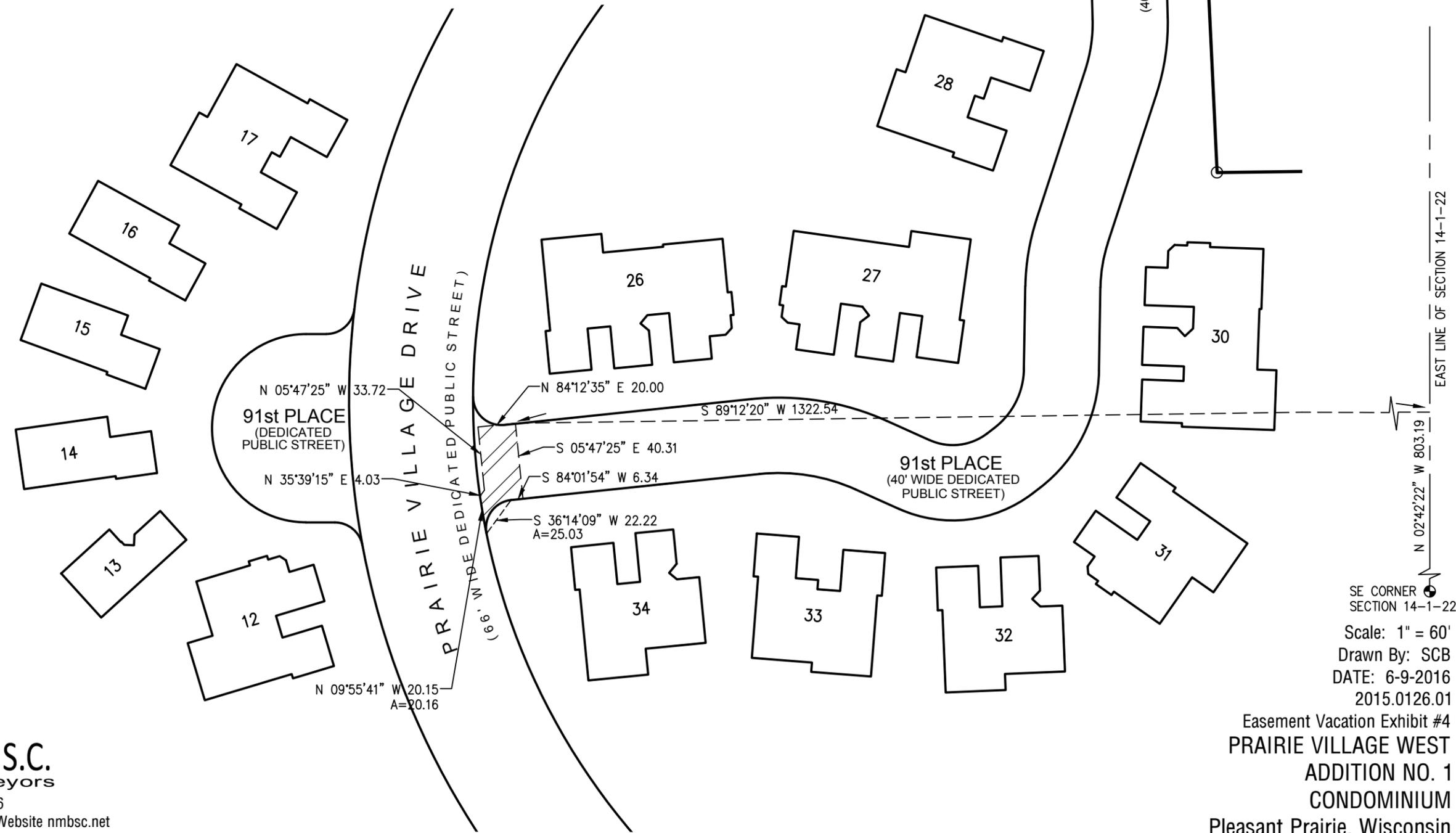
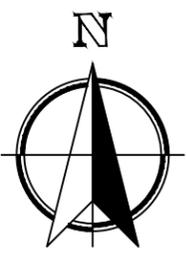


**Nielsen Madsen & Barber S.C.**  
 Civil Engineers and Land Surveyors  
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406  
 Phone (262) 634-5588 \* Facsimile (262) 634-5024 \* Website nmbosc.net

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

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

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

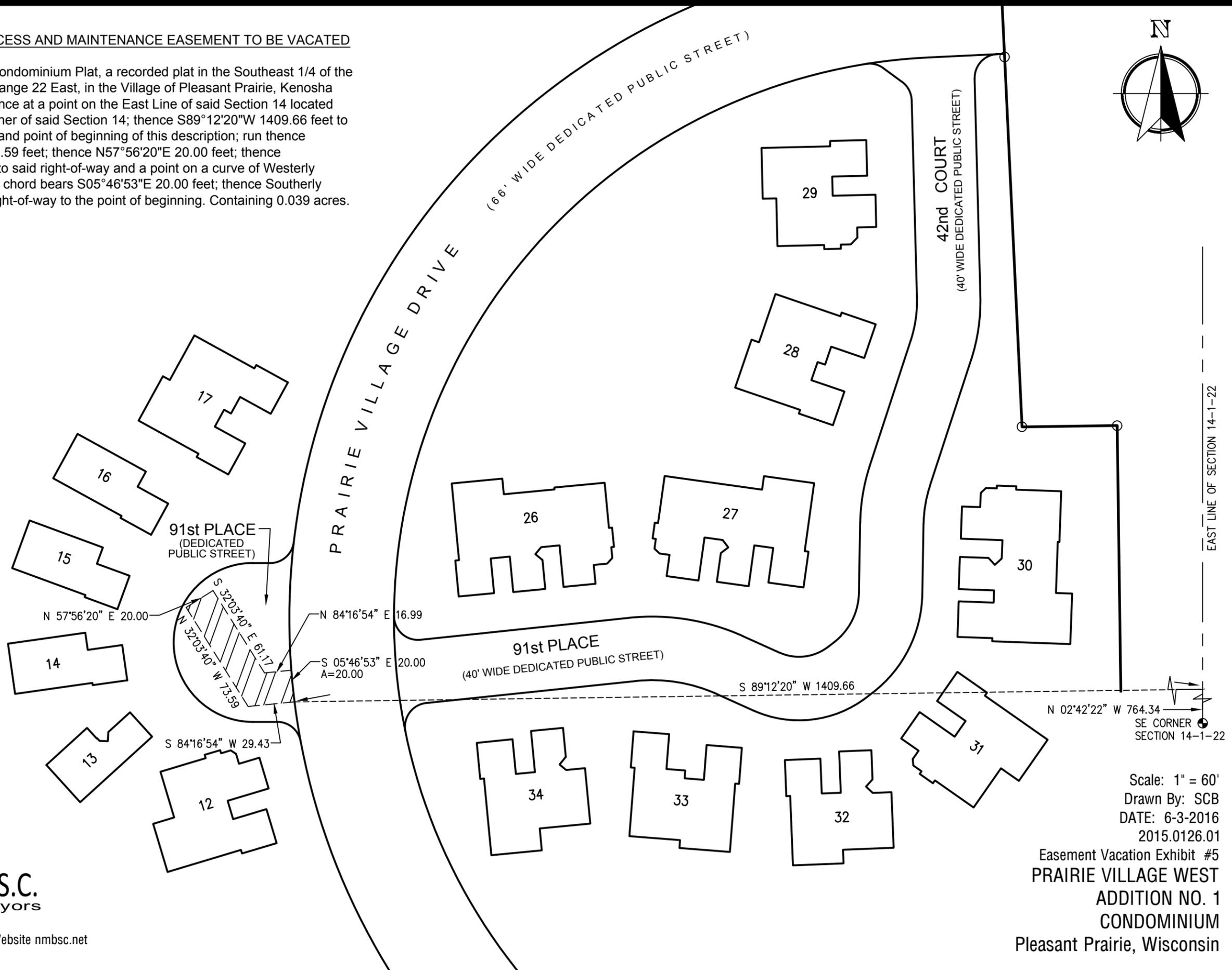


**Nielsen Madsen & Barber S.C.**  
 Civil Engineers and Land Surveyors  
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406  
 Phone (262) 634-5588 \* Facsimile (262) 634-5024 \* Website nmbosc.net

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

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

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



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

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

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

Document No.

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

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

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

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

**RECITALS:**

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

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

**AGREEMENT**

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

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

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

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

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

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

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

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

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

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

**9. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

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

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

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2016.

**PRAIRIE  
VILLAGE  
WEST  
CONDOMIN  
IUM  
ASSOCIATI  
ON, INC.**

\_\_\_\_\_  
Prairie Village West  
By: E. John Field, President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  SS  
COUNTY OF KENOSHA    )

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

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

Dated: this \_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
John Steinbrink, Village President

By: \_\_\_\_\_  
Jane M. Romanowski, Village Clerk

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  SS  
COUNTY OF KENOSHA    )

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

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This document was drafted by:

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

# Exhibit A

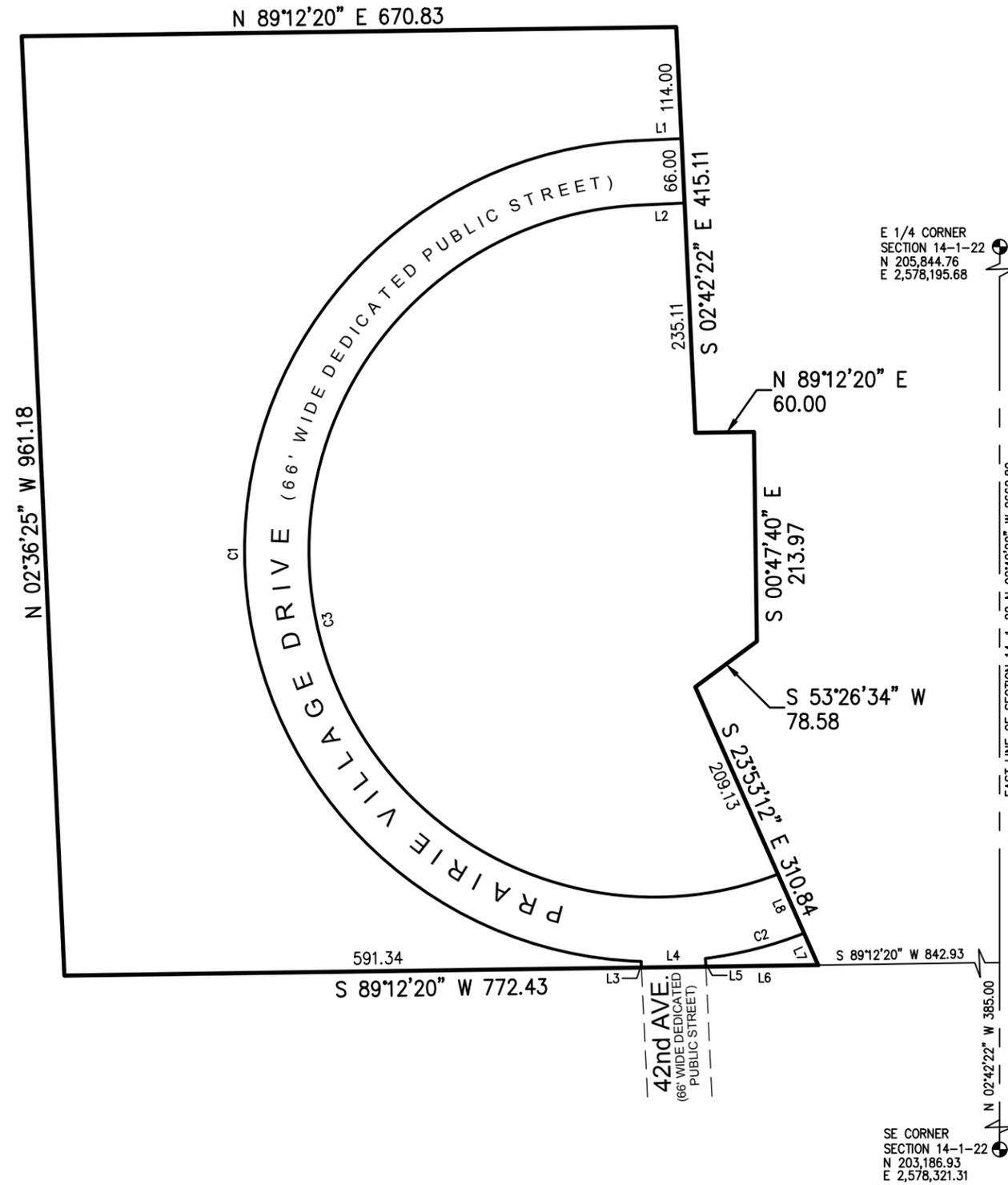
## DESCRIPTION OF RECORD - PRAIRIE VILLAGE WEST ADDITION NO. 1 CONDOMINIUM

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



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

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



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

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

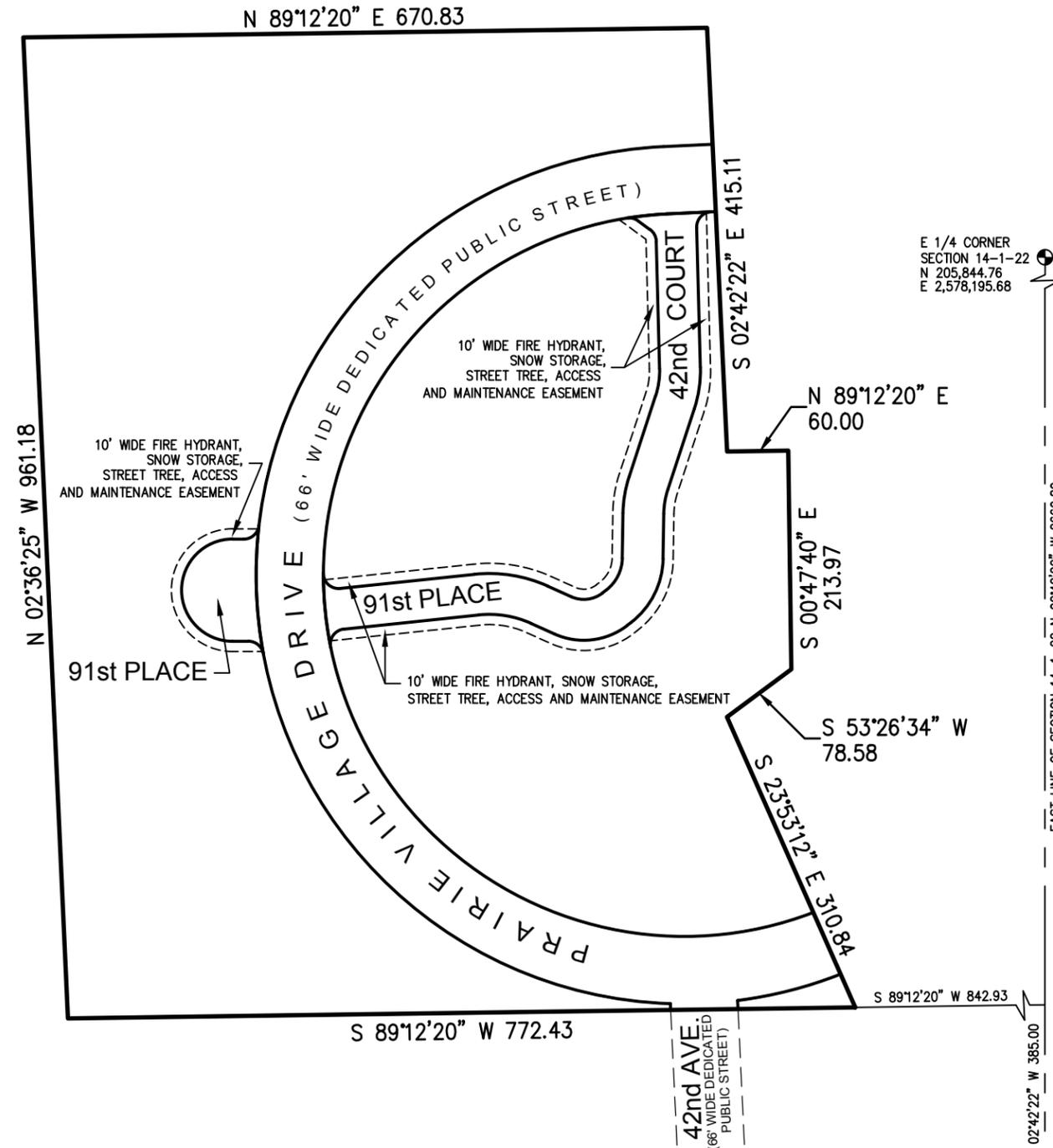


**Nielsen Madsen & Barber S.C.**  
 Civil Engineers and Land Surveyors  
 1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406  
 Phone (262) 634-5588 \* Facsimile (262) 634-5024 \* Website nmbosc.net

# Exhibit B

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

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



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

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

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

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



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



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

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

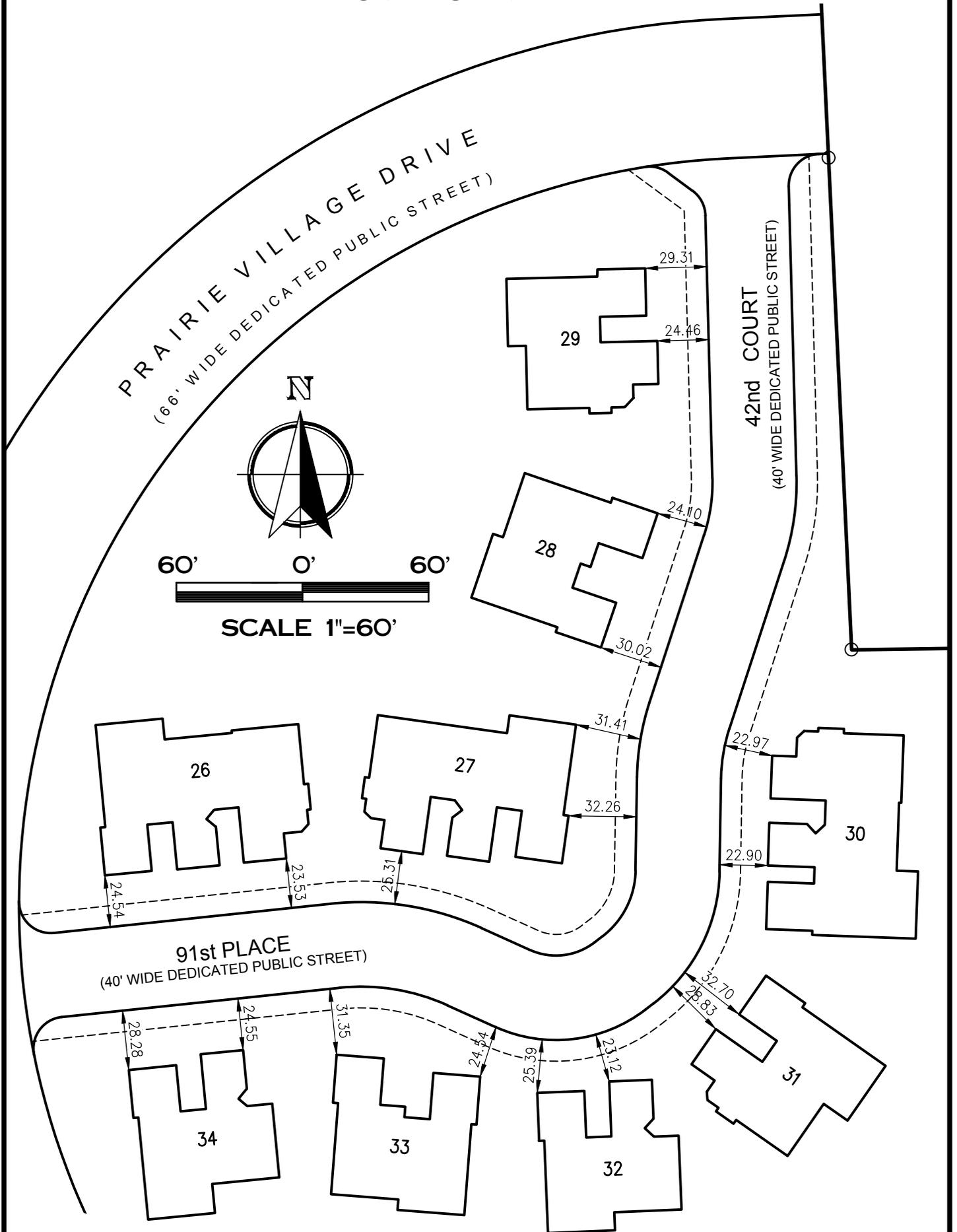
Parcel Line Table		
Line #	Length	Direction
L10	83.34	S18° 08' 44"W
L11	136.83	S01° 32' 03"E
L12	4.57	S87° 17' 38"W
L13	14.47	S53° 47' 29"E
L14	124.16	S01° 32' 03"E
L15	83.34	S18° 08' 44"W
L16	44.26	S00° 57' 32"W
L17	4.92	S52° 33' 18"W
L18	25.29	N65° 49' 56"W

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

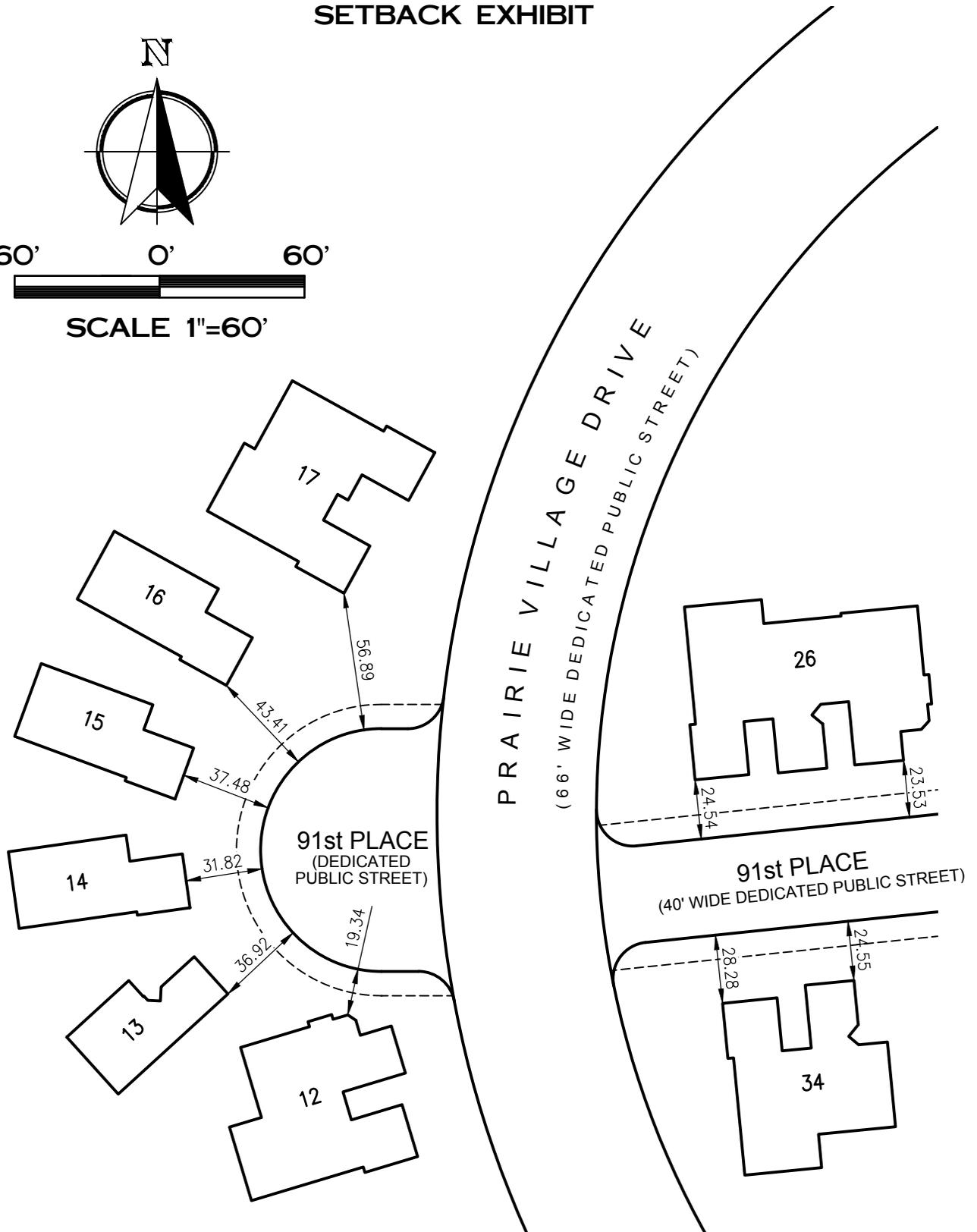
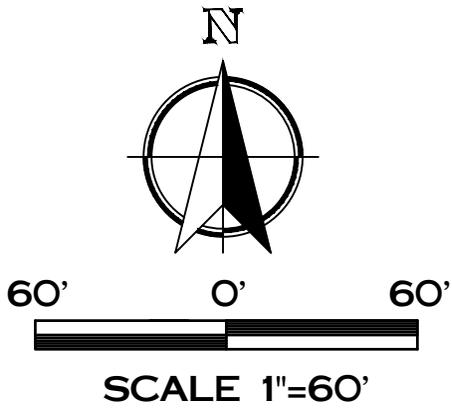
## 91ST PLACE AND 42ND COURT PUBLIC ROADWAY SETBACK EXHIBIT



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## 91st PLACE PUBLIC ROADWAY SETBACK EXHIBIT

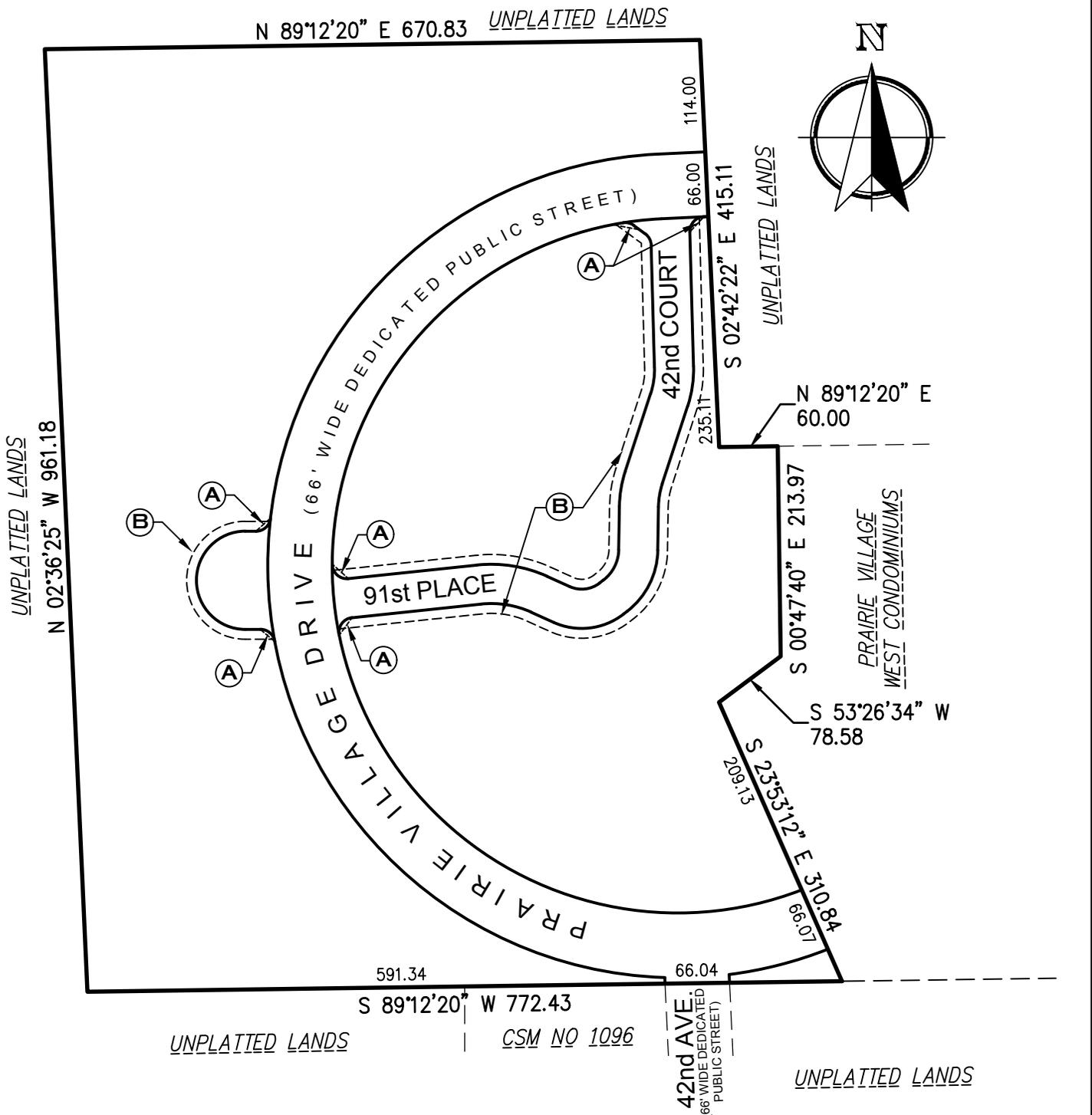


# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## DEDICATION AND EASEMENT PROVISIONS

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

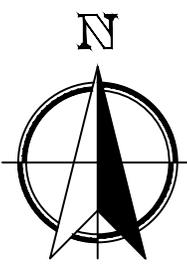
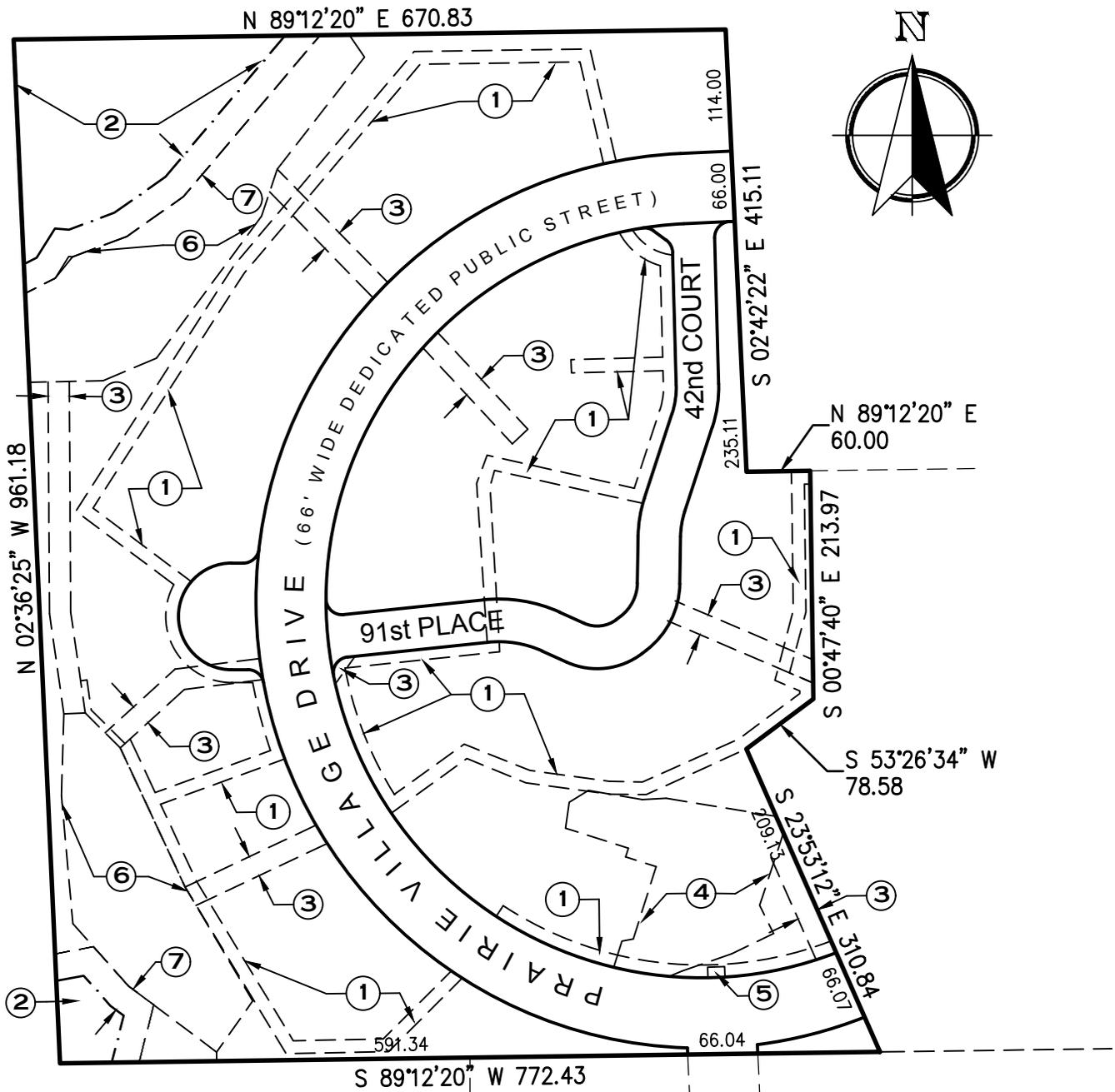


- (A) DEDICATED 15'x15' VISION TRIANGLE EASEMENT
- (B) DEDICATED 10' WIDE FIRE HYDRANT, SNOW STORAGE, STREET TREE, ACCESS AND MAINTENANCE EASEMENT.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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



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



**SCALE 1"=150'**

Date: January 18, 2016 Revised June 9, 2016  
 This Instrument was drafted by Mark R. Madsen  
 2015.0126.01.DWG

SHEET 6 OF 16 SHEETS

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## NEW EASEMENT DEDICATIONS

### DEDICATED PUBLIC STREET

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

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

### DEDICATED 15'x15' VISION TRIANGLE EASEMENT (A)

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## NEW EASEMENT DEDICATIONS

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

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

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

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

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

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

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

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

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

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

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## RESTRICTIVE COVENANTS

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

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## RESTRICTIVE COVENANTS

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

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

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

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

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

SURVEYOR'S CERTIFICATE

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

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

January 18, 2016

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

OWNER'S CERTIFICATE OF DEDICATION

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

PRAIRIE VILLAGE WEST CONDOMINIUM ASSOCIATION, INC

Signed: \_\_\_\_\_

Print Name: Ervin John Field, President

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Witness: \_\_\_\_\_





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

August 19, 2016

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

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

Dear Jean:

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

- 1) An amendment to the current Planned Unit Development (PUD) overlay for the development to accommodate the proposed conversion of the private roadways within the site (91<sup>st</sup> Place and 42<sup>nd</sup> Court) from “privately-owned infrastructure” to “public right-of-ways”. Specifically, they are requesting the following “dimensional variances” from the Village of Pleasant Prairie Code of Ordinances:
  - a. Chapter 420-115 (G) “Setbacks” to allow a nineteen foot (19’) Streetyard setback measured from the building foundation wall to the back of curb within 91<sup>st</sup> Place and 42<sup>nd</sup> Court (dedicated public right-of-ways).
  
- 2) A variance from the Village’s Land Division and Development Control Ordinances to allow for sub-standard right-of-way widths for the newly dedicated (existing) public streets.
  - a. Specifically, they are requesting a variance from Section 395-60 (A) to allow for a 40’ wide right-of-way (in lieu of the 60’ minimum required) to ensure that the above-referenced roadway dedication(s) are not in conflict with State Statute 236.13 (2). Due to the existing conditions at the site and the fact that the development is a “condominium”, originally designed with private roadways and building setbacks from the back of curb in lieu of the right-of-way line, a right-of-



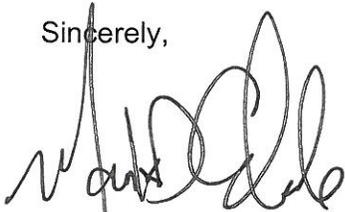
Ms. Jean Werbie - Harris  
Prairie Village West Condominium  
Planned Unit Development Overlay & Zoning  
Ordinance Variance Request  
August 19, 2016  
Page 2

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

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

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

Sincerely,



Mark D. Eberle, P.E.

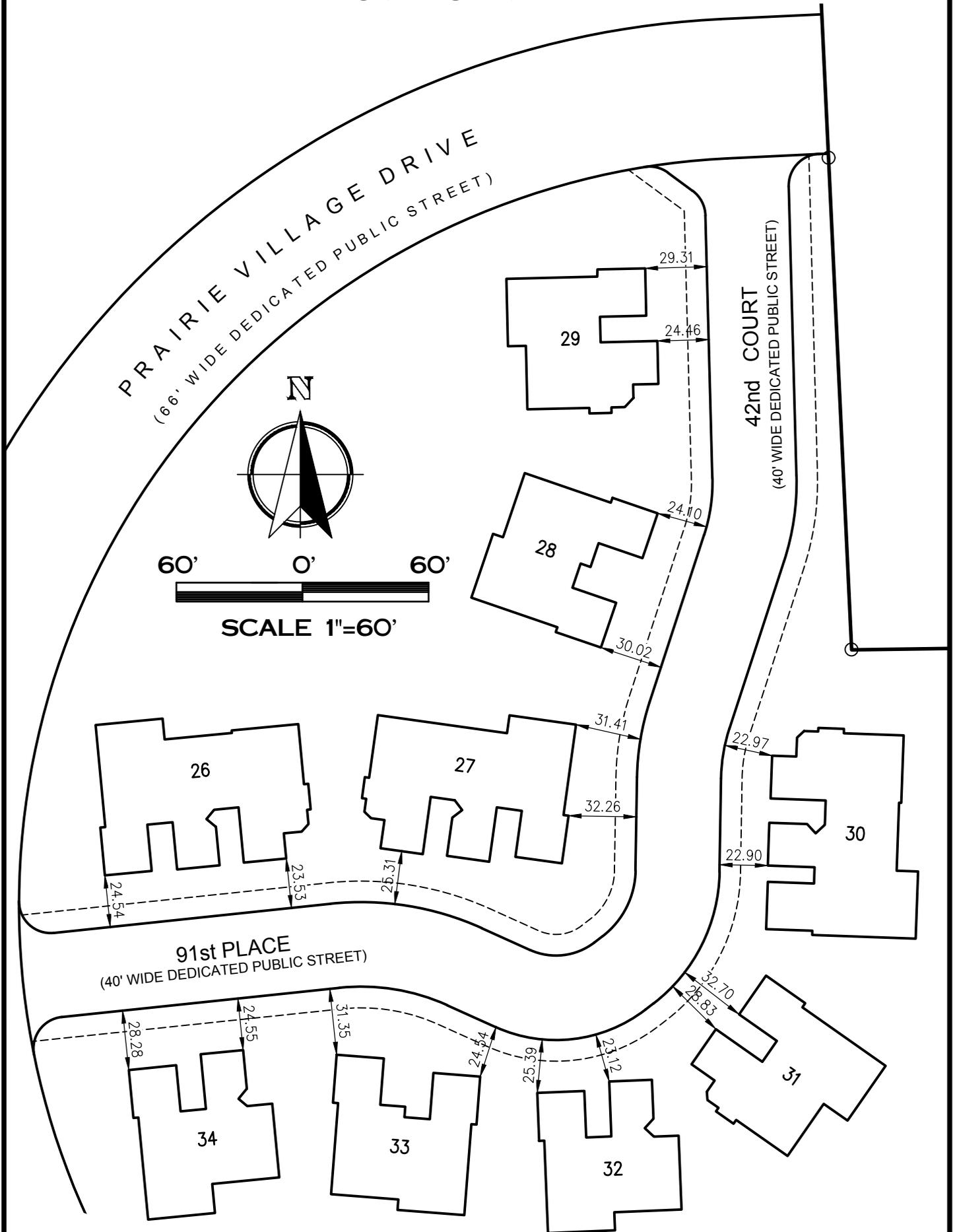
Enclosures

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

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

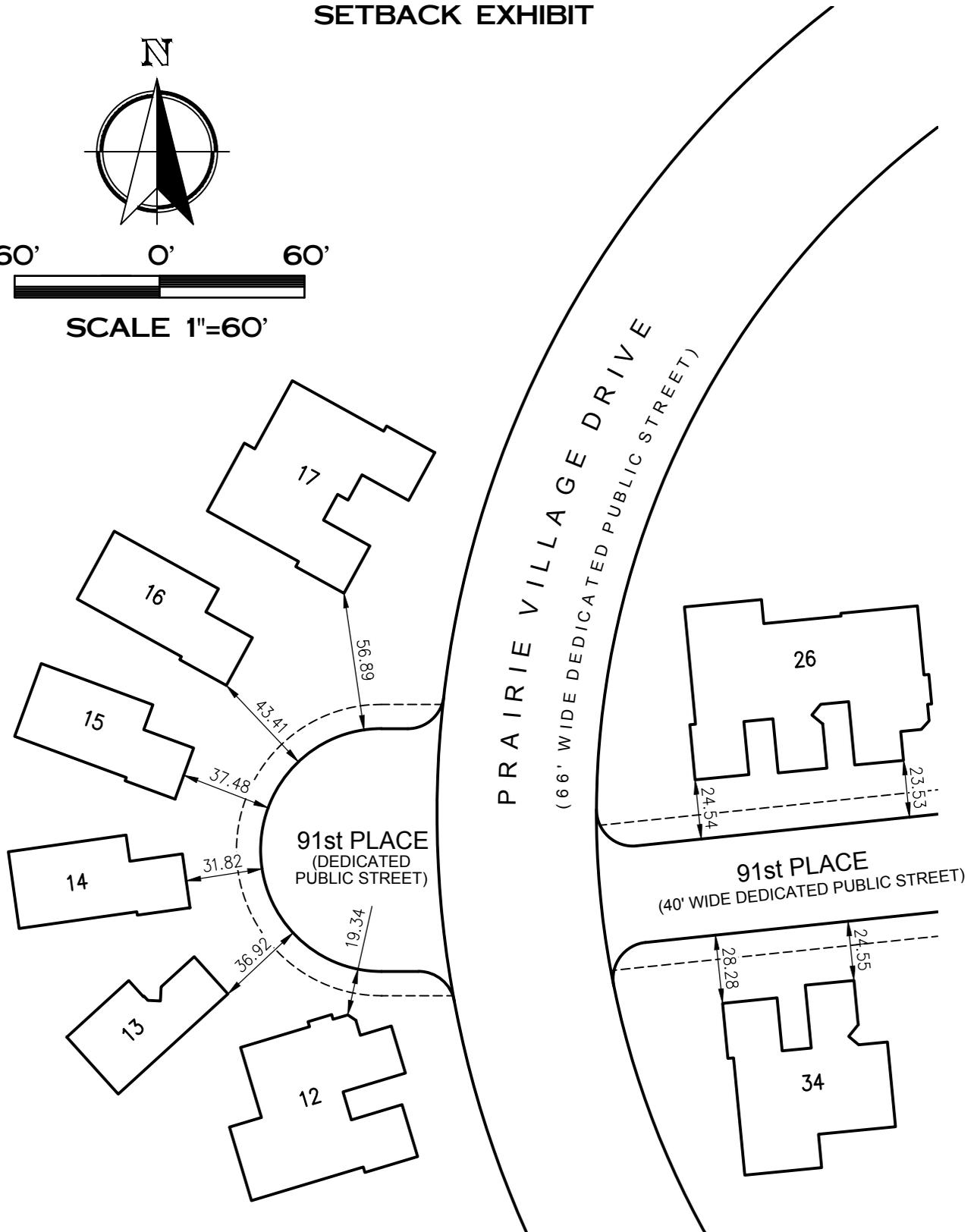
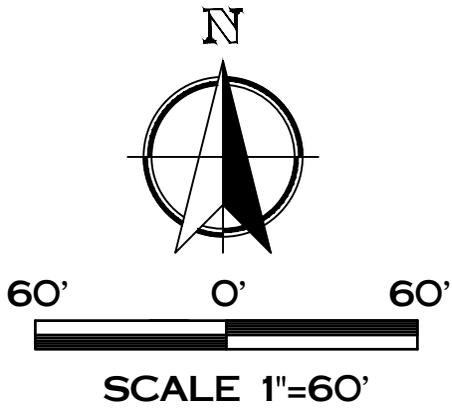
## 91ST PLACE AND 42ND COURT PUBLIC ROADWAY SETBACK EXHIBIT



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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

## 91st PLACE PUBLIC ROADWAY SETBACK EXHIBIT



# Prairie Village West Addition #1 Condominium



1 inch = 200 feet

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

Date Printed: 9/6/2016

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

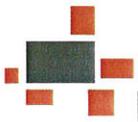
**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Recession of Trans 233 Restriction from Certified Survey Map 2178** subject to the comments and conditions presented in the Village Staff Report of September 26, 2016.

## VILLAGE STAFF REPORT OF SEPTEMBER 26, 2016

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

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

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



9/16/2016

Jean Werbie-Harris  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Ave  
Pleasant Prairie, WI 53158

Re: Lakeview Corporate Park Site 40

Dear Ms. Werbie-Harris:

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

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

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

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

Sincerely,  
PINNACLE ENGINEERING GROUP

Matt Carey, P.E.

Project Manager



**Approval Certification**

**City Approval Notary Certificate**

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Clerk Signature)

\_\_\_\_\_  
(Print or Type Name of Clerk)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

Subscribed and sworn to before me this date: \_\_\_\_\_

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)



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

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

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

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EXHIBIT A

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

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

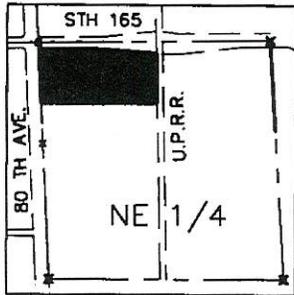
The Department hereby releases the above-mentioned restrictions.

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

  
Tony Barth, SE Region Planning Chief

CERTIFIED SURVEY MAP No. 2178

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



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

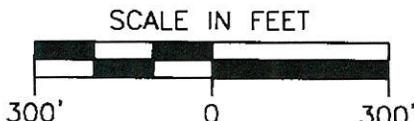
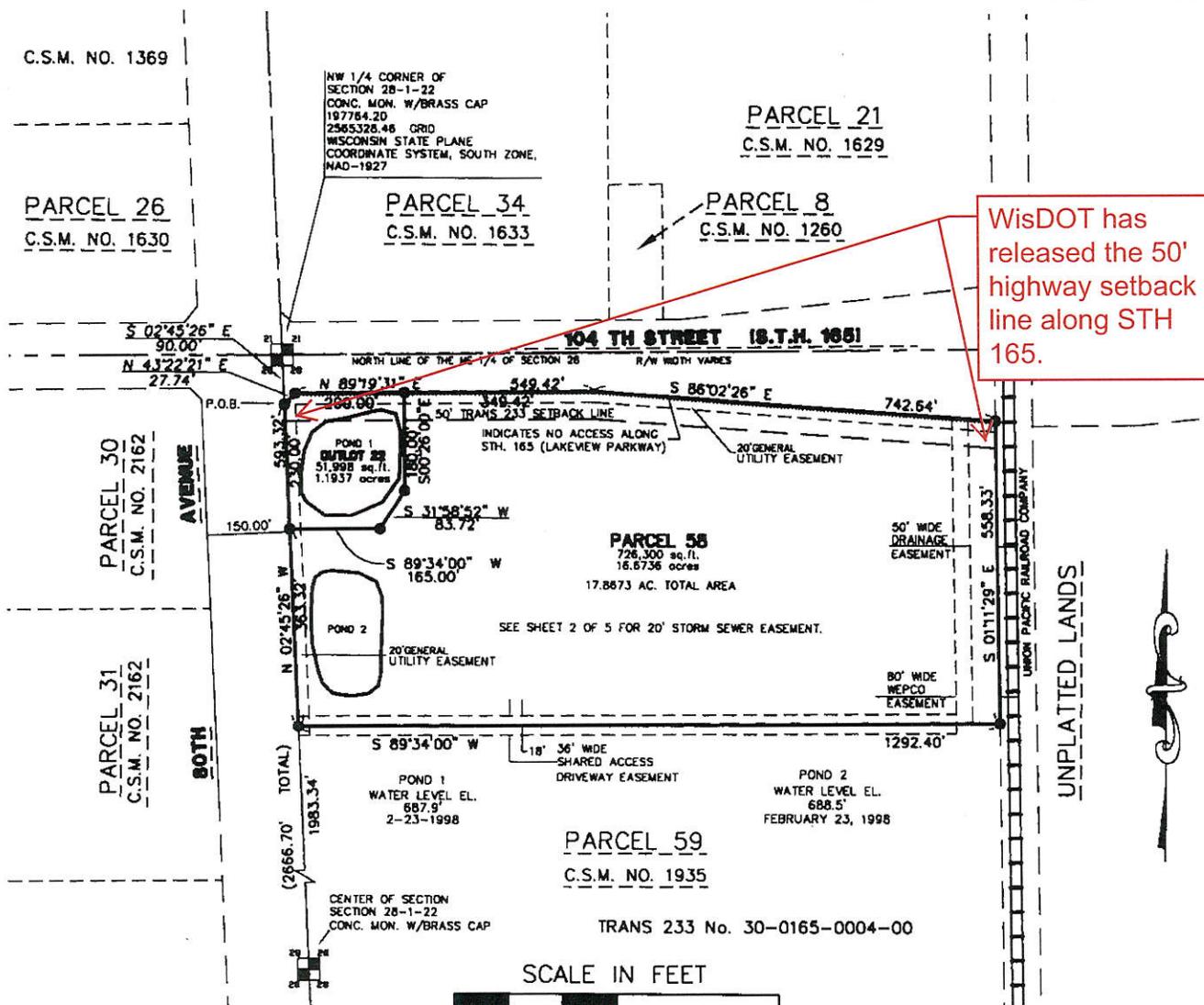


STS Consultants Ltd.  
 Consulting Engineers  
 11425 W. Lake Park Dr.  
 Milwaukee, WI 53224  
 414.359.3030

DOCUMENT NUMBER  
 1177146

CERTIFIED SURVEY MAP  
 REGISTERED

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



NOTES & LEGEND:

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

PREPARED FOR:



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



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

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

Dot # 30-0165-0004-00

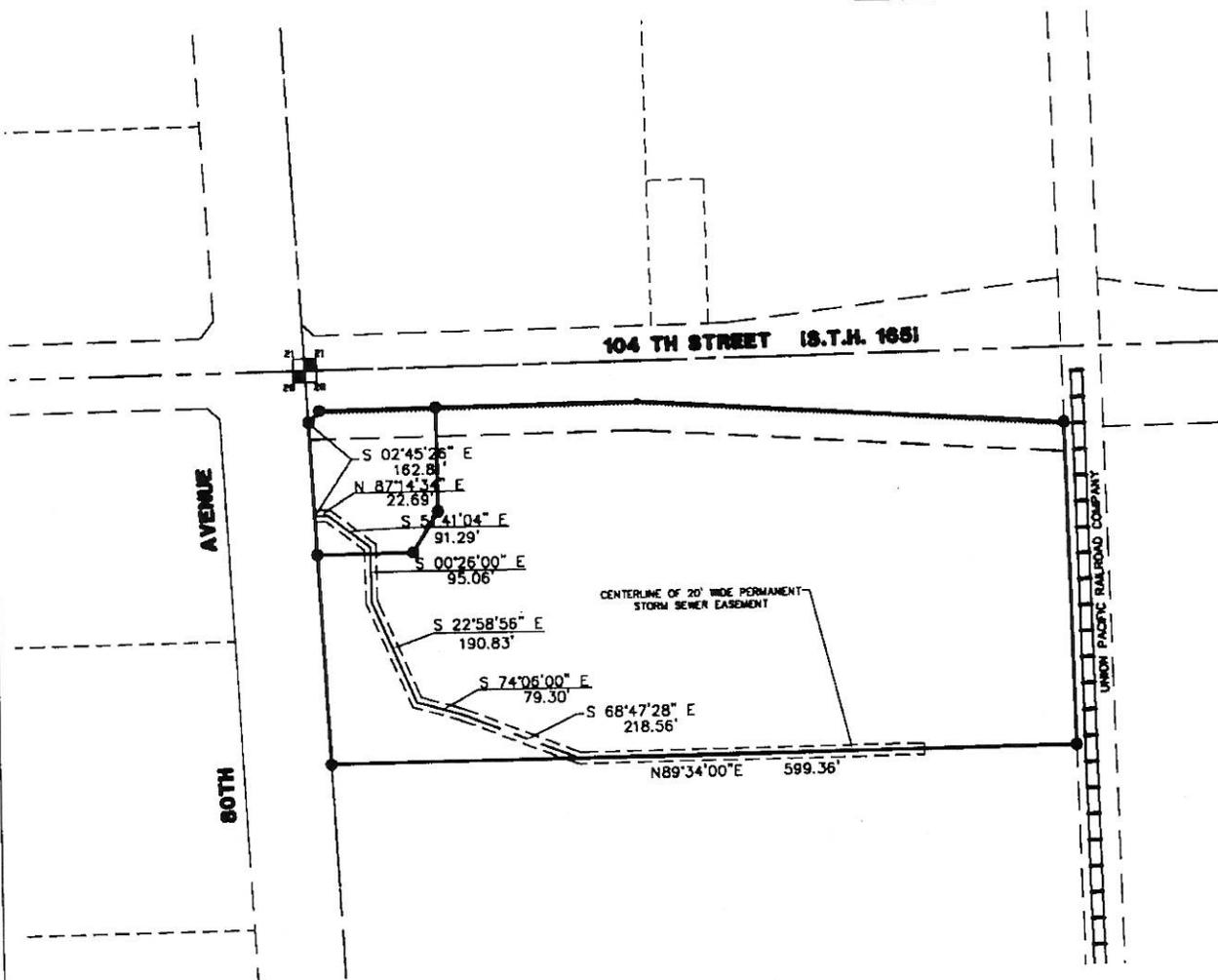
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CERTIFIED SURVEY MAP No. 2178

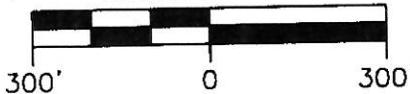
BEING A REDIVISION OF PARCEL 58 OF C. S. M. No. 1935  
 IN THE THE NW 1/4 OF THE NE 1/4 OF SECTION 28,  
 TOWNSHIP 1 NORTH, RANGE 22 EAST,  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



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



SCALE IN FEET



NOTES & LEGEND:

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

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

PROJECT CONVERSION FACTOR:  
 GRID +1.0000045=GROUND.

SUBJECT TO EASEMENTS OF RECORD.

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

INDICATES ACCESS RESTRICTED AREA.

PREPARED FOR:



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



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

SHEET 1 & 2 REVISED 2/25/00

DATED THIS 17TH DAY OF DECEMBER, 1999.

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

SHEET 2 OF 5

W:\65918-1033\DWG\591803CSM.DWG

CERTIFIED SURVEY MAP NO. 2178

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

**SURVEYOR'S CERTIFICATE:**

State of Wisconsin            )  
  ) SS  
County of Kenosha            )

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

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

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

Containing 17.8673 acres of land, more or less.

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

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

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

Dated this 17<sup>th</sup> day of December, 1999



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

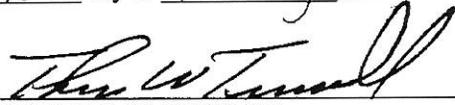


**CERTIFIED SURVEY MAP NO. 2178**

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

**VILLAGE PLAN COMMISSION APPROVAL**

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



THOMAS W. TERWALL  
Chairman of Village Plan Commission

**VILLAGE BOARD APPROVAL**

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



JOHN P. STEINBRINK  
Village President

ATTEST:



JANE M. ROMANOWSKI  
Village Clerk

DATED THIS 17<sup>th</sup> DAY OF DECEMBER, 1999



*Robert C. Beilfuss*  
12/17/99

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

SHEET 5 OF 5