



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

PLAN COMMISSION MEETING

TUESDAY, AUGUST 13, 2024 AT 6:30 PM

**Village Hall Council Room
250 Williams Street
Williams Bay, WI 53191**

There may be a quorum of Village Trustees present, no board business will be conducted.

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Minutes
 - A. Plan Commission Meeting Minutes of July 9, 2024
- V. Recommendation and Possible Action for a Conditional Use Permit
 - A. APPLICANT: Dan Leahy (Owner), Michael Levitzke, Jr. (Applicant)
TAX KEY: WA506300001
STREET ADDRESS: 178 Clover St, Williams Bay, WI 53191
Applicant request a conditional use permit per Section 390-0809.D(2) *Fencing Standards*: The project consists of 17' wide entry gate that is 3'-5' high in the street yard.
- VI. Recommendation and Possible Action for a Subdivision Preliminary Plat, Pre-annexation Agreement, and Development Agreement
 - A. APPLICANT: Poplar Ridge Estates (Owner), Land and Lakes Company (Applicant), Attorney Chad Pollard (Agent)
TAX KEYS: WWUP 00084, JG 3100009A, AND IL 5000005
STREET ADDRESS: Southwest corner of HWY. 50 and E. Geneva St.
Applicant request a recommendation to the Village Board for a subdivision plat, pre-annexation agreement, and development agreement for a 42-lot single-family subdivision.
- VII. Discussion Regarding a Proposed Comprehensive Plan Amendment and PDO Planned Development Overlay Concept Plan
 - A. APPLICANT: Aurora University (Owner), Topograpy Hospitality LLC (Applicant), Attorney Nicholas Egert (Agent)
TAX KEYS: WWUP 00011, WGT 00010, WA119800002, WA222400001, WA499800002, and EW 200020
STREET ADDRESS: George Williams College Campus
Applicant requests discussion and comments regarding a proposed Comprehensive Plan text amendment, Comprehensive Plan Future Land Use Map amendment, and PDO Planned Development

Overlay concept plan for The Preserve at Williams Bay.

VIII. Adjournment

Bill Duncan
Chairman

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 08/06/2024 5:00 PM
Amended 08/07/2024
Posted: 08/07/2024 4:00 PM
Amended 8/12/2024 1:20 PM
Posted: 8/12/2024 3:00 PM



VILLAGE OF WILLIAMS BAY

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Phone: 262-245-2700

UNOFFICIAL MINUTES PLAN COMMISSION MEETING MEETING

TUESDAY, JULY 9, 2024 AT 6:30 PM

VILLAGE HALL COUNCIL ROOM

250 WILLIAMS STREET

WILLIAMS BAY, WI 53191

**THERE MAY BE A QUORUM OF VILLAGE TRUSTEES PRESENT, NO BOARD
BUSINESS WILL BE CONDUCTED.**

I. Call to Order

President Duncan called the meeting to order at 06:30pm.

II. Roll Call

Present: President Bill Duncan, Trustee Lowell Wright , Commissioners Pat Watts, Maggie Gage, Marianne Klemke, Matt Robbins, James Killian

Also Present: Zoning Administrator Bonnie Schaeffer, Clerk Tina Kolls

Excused: Commissioner Haak

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Plan Commission Meeting Minutes of June 11, 2024

The motion to the Plan Commission Meeting Minutes of June 11, 2024 was initiated by Trustee Wright and seconded by Commissioner Robbins. Unanimously carried.

V. Recommendation for Conditional Use Permit

A. Open Public Hearing

President Duncan opened the public hearing at 06:31 pm.

B. APPLICANT: Dan Leahy (Owner), Michael Levitzke, Jr. (Applicant)

TAX KEY: WA506300001

STREET ADDRESS: 178 Clover St, Williams Bay, WI 53191

Applicant request a conditional use permit per Section 390-0809.D (2) *Fencing Standards*:

The project consists of 6' high semi-private aluminum and composite fencing and gate located in the street yard and along the side lot lines. Also, 4' and 10' high black chain link fence with windscreen around the pickle ball court.

Dan Leahy, 178 Clover Street, described the fence and the reason for the height.

John Stocks, questioned if the applicant would be allowed to fence in the whole property or the area on the application. Stocks also inquired as to the color of the fencing.

Joann Cantor, 194, spoke in favor

Allie Black-Jeters, 114 Wettig Ct., spoke in favor but expressed that she would like them to be held to the flood plan

C. Close Public Hearing

President Duncan closed the public hearing at 06:38 pm.

The motion to continue the conditional use permit per Section 390-0809.D (2) *Fencing Standards*: The project consists of 6' high semi-private aluminum and composite fencing and gate located in the street yard and along the side lot lines. Also, 4' and 10' high black chain link fence with windscreen around the pickle ball court to a future meeting was initiated by Commissioner Klemke and seconded by Commissioner Gage. Unanimously carried.

VI. Adjournment

The motion to adjourn was initiated by Commissioner Gage and seconded by Commissioner Klemke at 07:18pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

These are not official Minutes until approved by the Governing Body.



Zoning Permit Application Village of Williams Bay

250 Williams Street X PO Box 580 X Williams Bay, WI 53191
Phone: 262-245-2700 X Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ Residential Principal Use 1 or 2 Family \$175.00
☐ Residential Addition \$75.00
☐ Residential Accessory Use \$75.00
☒ Fence \$75.00
☐ Deck \$75.00
☐ Swimming Pool \$100.00
☐ Commercial Principal Use (includes multi-family) \$150.00
☐ Commercial Addition \$100.00
☐ Commercial Accessory Use \$100.00
☐ Signage \$50.00 first 20 sq. ft. plus \$.50 per sq. ft. thereafter
☐ Lakefront and Shoreyard Projects \$75.00
☐ Other: _____ Fee: _____

Date application was received:

Fee Paid: _____

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Owner's Name: Dan Leahy Phone No.: (312)-806-8800

Mailing Address: 19 Clover Street

Applicant's Name: Mike Levitzke Jr. Phone No. (224)-636-1690

Mailing Address: 200 W. River Dr. St. Charles, IL 60174

Physical Address of Site: 19 Clover St. Tax Parcel No: WWUF-24B - WWUF-25

Subdivision Name: _____ Lot No. _____ Block No. _____

Current Zoning of Site: _____ Current Overlay Districts of Site: _____

Proposed type of structure: 17' Wide Double Driveway gate 5' High at Posts/Down to 3' in center

Proposed use of structure or site: Security

Lot Area _____ sq. ft. Proposed Bldg. / Structure Footprint Area _____ sq. ft.

Existing Building Coverage on Site: _____% Proposed _____%

Existing Impervious Surface Coverage on Site: _____% Proposed _____%

Proposed Setbacks: Front _____ Rear _____ Left _____ Right _____

Proposed Building Height _____ ft.

Applicant's Signature: Mike Levitzke Jr. Date: 10/25/2024

OFFICE USE ONLY:

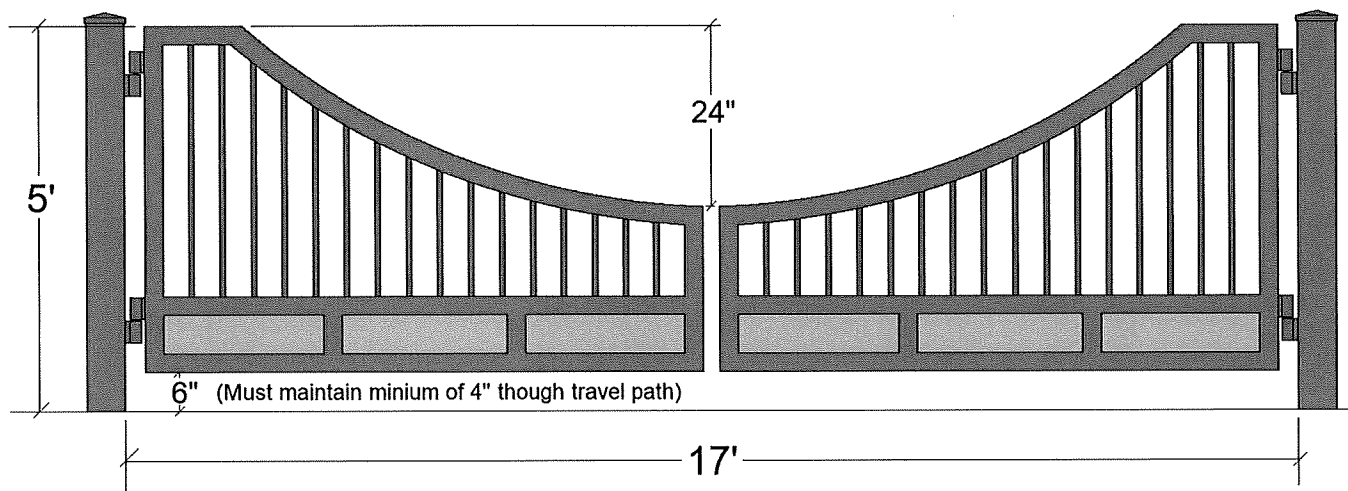
PERMIT FEES:

Permit \$ _____
Admin Fee \$ _____
Other \$ _____
Total \$ _____

PERMIT ISSUED BY:

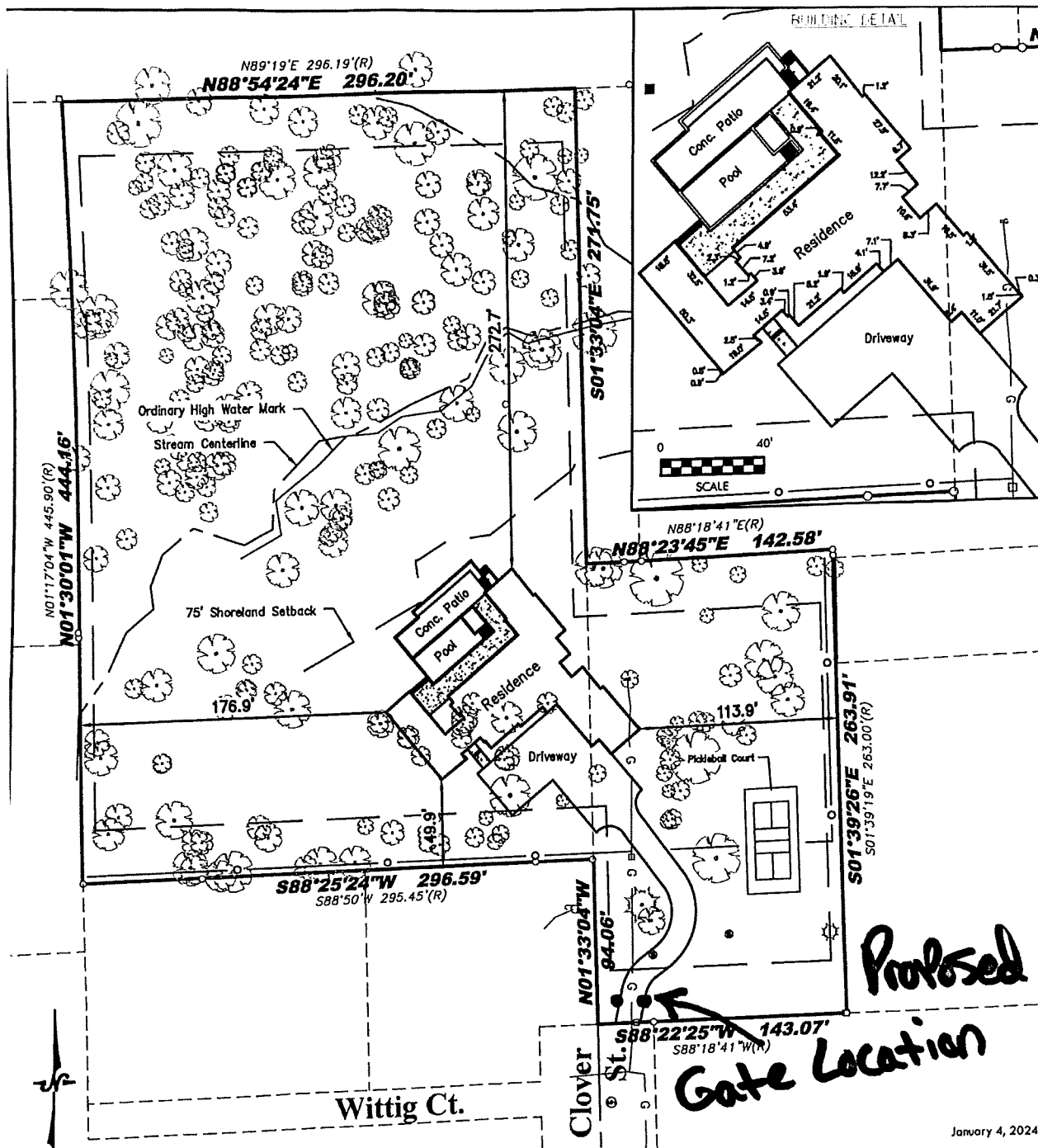
Name: _____ Date: _____
Tel: _____ Permit No. _____

CONDITIONS OF APPROVAL:



NTS - Verify all measurements in field

Leahy
19 Clover St. Williams Bay, WI



Legal Description:

Tax ID: WWUP-24B & WWUP-25

Two parcels of land located in the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1 in Township 1 North, Range 16 East, in the Village of Williams Bay, Watworth County, Wisconsin, more particularly described as:

Beginning at the Northeast Corner of Carlson's Addition to Williams Bay Subdivision; N88°54'24"E, 296.20 feet; thence S01°33'04"E, 271.75 feet; thence N88°23'45"E, 142.58 feet; thence S01°39'28"E, 263.91 feet; thence S88°22'25"W, 143.07 feet; thence N01°33'04"W, 94.06 feet; thence S88°25'24"W, 296.59 feet to the east line of said Carlson's Addition to Williams Bay Subdivision; thence N01°30'01"W along said east line, 444.16 feet to the point of beginning.

Said lands containing 3.88 Acres (168,970 sq. ft.) more or less

Said lands contain portions of the former Clover Street Right-of-Way as vacated by the Village of Williams Bay, recorded as Document No. 1063774 in the Watworth County Registry.



I certify that I have surveyed the above-described property and in my professional opinion this map is a true representation thereof and is made in accordance with the records of the register of deeds as nearly as practical and that this survey complies with Wisconsin Administrative code AE-7 except for those items waived, if any, and is bound by Wisconsin State Statute 693.37 that defines statute of limitations in regard to surveys. This survey was prepared for the exclusive use of the client and present owners of the property.

No title policy has been provided to the surveyor regarding the property identified on this map. Therefore this plat of survey does not guarantee the existence, size and location of any easements, encumbrances, restrictions or other facts that could otherwise be disclosed in an ALTA/NSPS survey.

Rick R. Hillmann, Professional Land Surveyor, S-3005



Plat of Survey for Leahy Residence

LEGEND

- Found 1" Iron Pipe
- Found 3/4" Iron Rod
- Set 3/4" Iron Rod
- ⊙ Man Hole
- ⊙ Soil Boring
- Fence—Chain Link
- Utility—Water
- Utility—Gas



North Atlanta Fence & Gate Company



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Village Board Meeting August 13, 2024

August 6, 2024

APPLICANT: Dan Leahy (Owner), Michael Levitzke, Jr. (Applicant)

TAX KEY: WA506300001

STREET ADDRESS: 178 Clover St, Village of Williams Bay

Applicant request a conditional use permit per Section 390-0809.D (2) *Fencing Standards*:
A fence, wall, tree, hedge, or shrubbery may be erected, placed, maintained, or grown along a lot line on or adjacent to a residentially zoned property.

(a) Permitted types of fences in residential districts include split rail fences; open picket fences; or decorative fences not more than three feet in height located on the interior of the lot surrounding patios, gardens, or other similar features. Any other type of fence shall require a conditional use permit per § 390-1207.

(b) The height of such fences or walls along interior side and rear lot lines shall not exceed six feet above the ground level, except that along zoning district boundaries there shall be a ten-foot limit on the height of fencing along such boundary. The height of fences or walls along street side and front lot lines shall not exceed three feet above ground level. If solid fences or walls are deemed appropriate along public rights-of-way, consideration should be given to providing a landscaped planting strip at least two feet in width adjacent to the property line.

The project consists of 17' wide entry gate that is 3' - 5' high in the street yard.

Per Section 390-1207 (2), The Zoning Administrator shall review the application and evaluate whether the proposed amendment meets the following criteria:

(a) Is in harmony with the recommendations of the Comprehensive Plan. If the Zoning Administrator determines that the proposal may be in conflict with the provisions of the Comprehensive Plan, the Zoning Administrator shall note this determination in the report.

(b) Will not result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the

implementation of the provisions of this chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the Village or other governmental agency having jurisdiction to guide development.

(c) Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

(d) The conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by public agencies serving the subject property.

(e) The potential public benefits outweigh any and all potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.

Based on the application, the applicant has met all the requirements of Section 390-1207 (2) and approval is recommended.

Respectfully submitted,

Bonnie M. Schaeffer
Zoning Administrator

Engineer's Review Comments

Willabay Meadows Subdivision

July 24, 2024

We reviewed the following information for the proposed Willabay Meadows Subdivision:

- Preliminary Engineering Plan (Plans), last revised on June 10, 2024 - attached.
- DSPS Soil and Site Evaluation Report, David Duwe, dated December 19, 2022.
- Preliminary Plat (Plat) dated May 24, 2024 - attached.
- July 8, 2024, email from Kevin Koehnke, PE from the WDOT Permits Coordinator following a June 13, 2024, submittal of the Plans and Plat from the Developer; see attached Exhibit A

We recommend the Village approve the Preliminary Plat contingent on the comments that follow. It is our understanding that the planning commission and board will also need to approve the final engineering plans and the final plat when they are available.

Comments on Preliminary Plat:

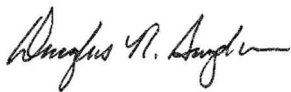
1. Provide the recorded document numbers for the sanitary easement from Willabay Condo and the walkway access easement from the power company.
2. Several lots are being filled more than four feet. Provide a means to assure that all structures will have foundation depths below frost level and that the purchaser of the individual parcel is notified if the parcel has more than four feet of fill material.
3. Add a drainage easement on the south side of Lots 6 and 7 and the east side of Lot 6.
4. Add a drainage easement between Lot 23 and Lot 24.
5. No stormwater calculations were provided; verify that Outlot 3 is large enough to provide the needed stormwater detention.
6. Outlot 5 should be owned and maintained by the homeowner's association; this is a Village decision.

Comments on Preliminary Engineering Plans and Soil Testing

1. Provide a stormwater management report based on the soil testing for review. We believe there are drainage issues with Outlot 3, Outlot 4, Outlot 6, Lot 23, Lot 24, Lot 6, Lot 7, Lot 17, and Lot 8.
2. Outlot 1: Center the water main and walking path.
3. Outlot 1 and Outlot 2: Provide signs at each end preventing motorized vehicles on the walking path.
4. Lot 1: Extend the 8-inch water main to the south property line for future extension by others.
5. Replace the pavement in the entire turnaround in the cul-de-sac on Willabay Drive and N. Potawatomi Road and use granular backfill and allow to consolidate for 3 months prior to paving.
6. Outlot 3 has wet detention ponds that are too deep for safety; one is shown to have a 20-foot water depth adjacent to a walking path.

7. Provide final engineering plans that address the comments on the preliminary engineering plans and the following:
- Provide basement gravity sanitary sewer service to all lots except for Lots 16-21, which will have first floor service and an ejector pump in the basement.
 - Provide geotechnical engineering and construction sequencing requirements. We expect a construction sequence that prevents the Village utilities from being installed in the Meadow Drive right-of-way, west of Lot 32, until after the right-of-way is filled and soil consolidation is complete. We expect the existing silt and clay materials may need to be removed prior to constructing the roadbed to prevent excessive long-term settlement of Meadow Drive from the many feet of additional fill on the 30-inch (minimum) silt and clay layer at the existing surface. Provide a geotechnical report addressing this issue with recommendations for construction of the public facilities within the right-of-way.
 - Provide a minimum Type D intersection at Meadow Drive and E. Geneva Street per WisDOT Standard 09A01. Also address any WDOT comments on the submittal provided to the WDOT on June 13, 2024.
 - Provide immediate restoration on the steep slopes on lots 15 thru 23 and Outlots 3 thru 5.
 - Verify that biofiltration and infiltration will work in conformance with Wisconsin Department of Natural Resources Standard 1002.; the borings on Sheet 1 indicate the presence of clay materials to significant depths. The soil testing report indicates seepage (infiltration testing) from the borings in Outlot 3.
 - Provide grading plans, cross sections, plan and profile sheets for the utilities, erosion control plans, detention pond plans, culvert sizes for each parcel, gate details, emergency access pavement details, and first floor and yard grade elevations for each structure.

We plan to attend the planning commission and board meetings.

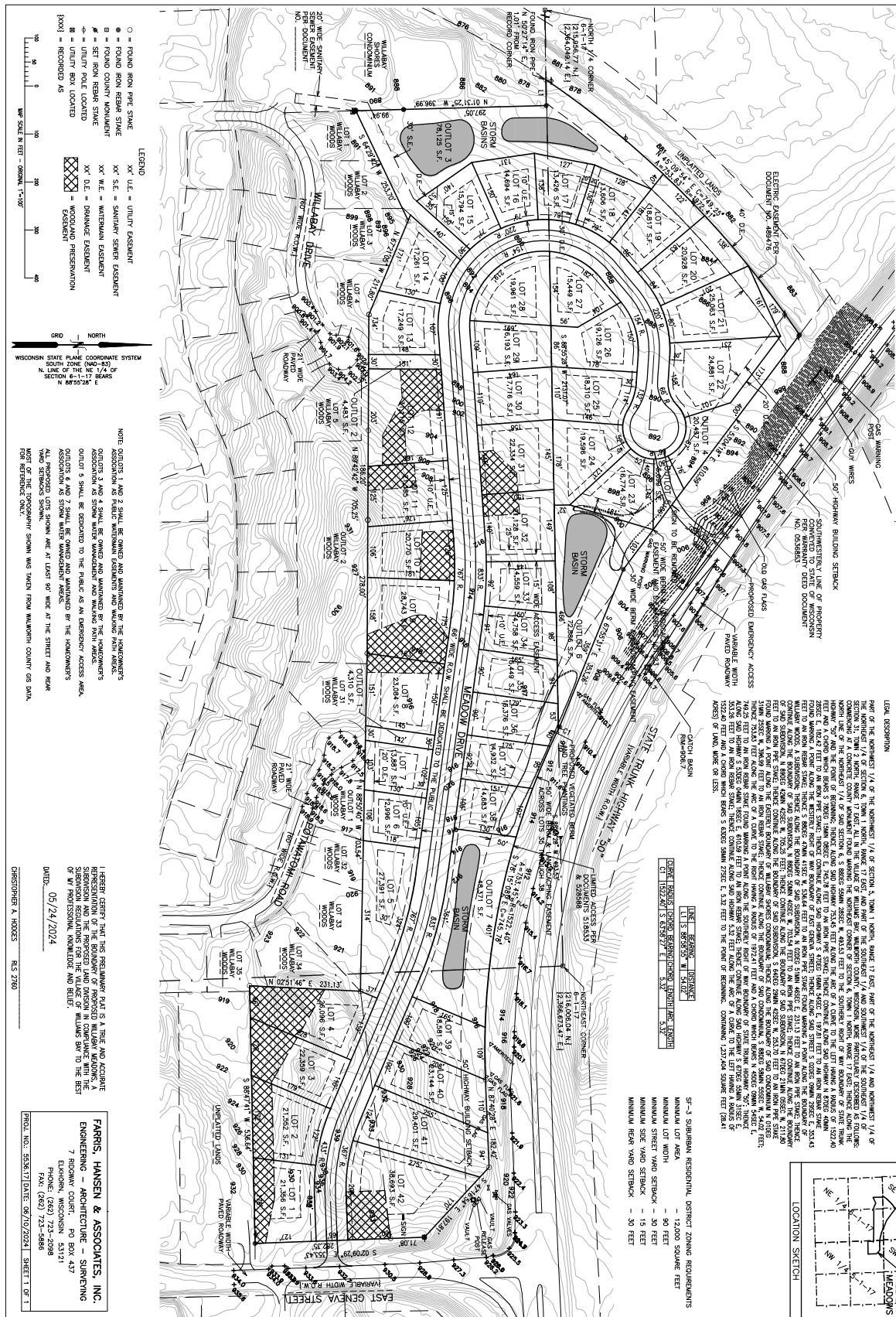


Douglas R. Snyder, P.E.

C: w/Encl via Email:

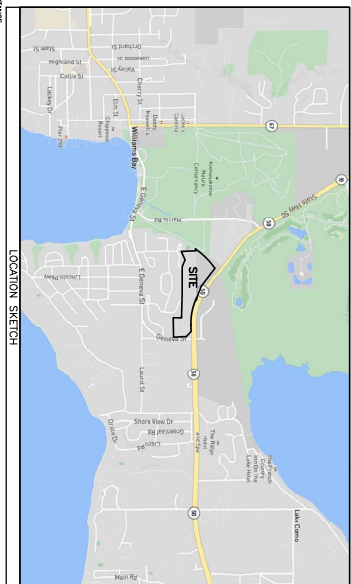
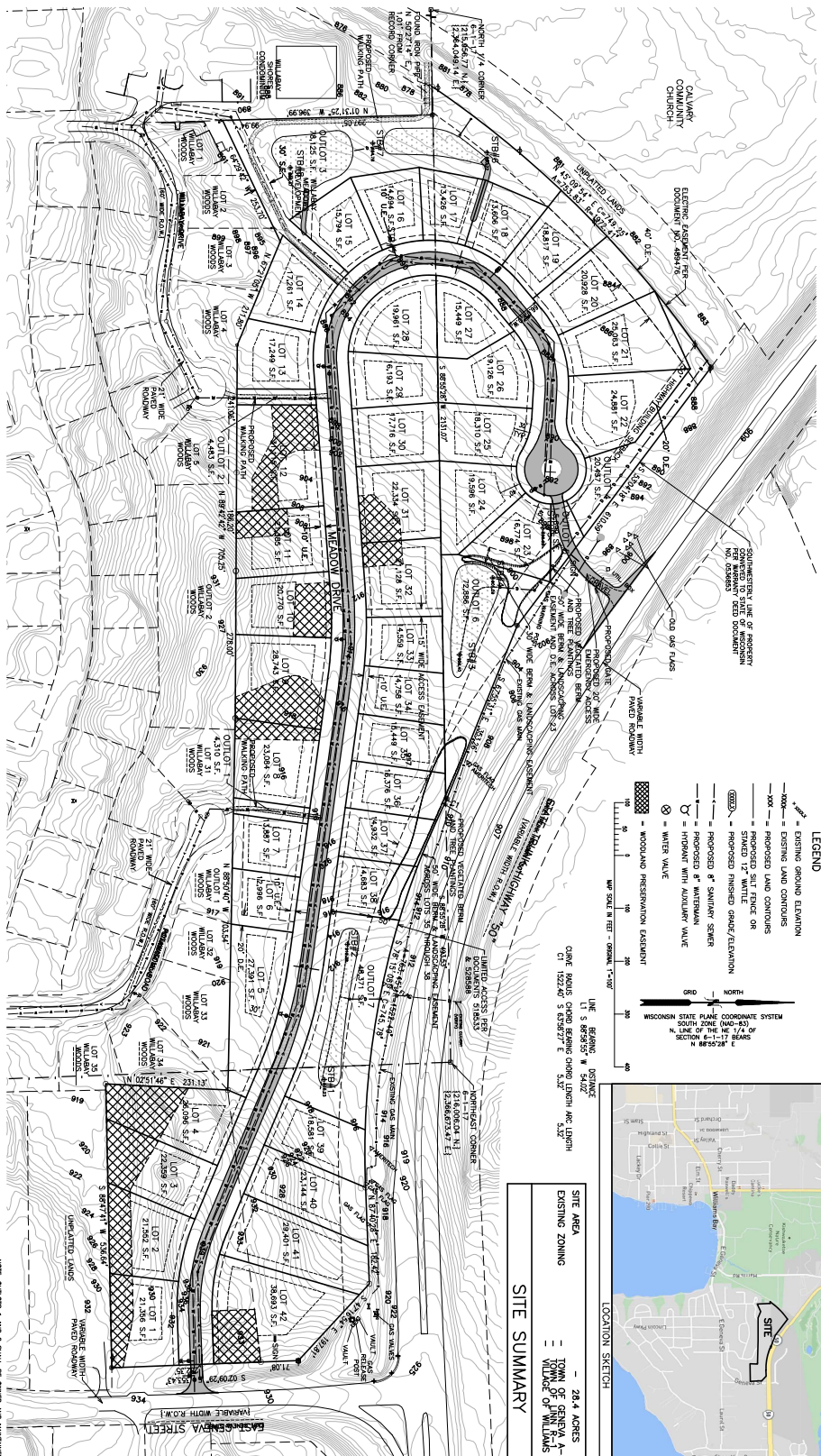
Bonnie Schaeffer, Zoning Administrator
Planning Commission Members

WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY PLAT (ASSUMING POST-ANNEXATION STATE)
PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
AND PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLIAMS BAY, WASHINGTON COUNTY, WISCONSIN



WILLABAY MEADOWS, A SUBDIVISION PRELIMINARY ENGINEERING PLAN

PART OF NE 1/4 & NW 1/4 OF SECTION 6, TOWN 17 NORTH, RANGE 17 EAST
VILLAGE OF WILLABAY BAY, WALKON COUNTY, WISCONSIN



SITE SUMMARY	
SITE AREA	28.4 ACRES
EXISTING ZONING	TOWN OF GENOA A-3
	VILLAGE OF WILLABAY BAY SF-3

1. OBTAIN REQUIRED NE 28 FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES
2. HIRE THE CONSULTANT TO ADDRESS ANY ISSUES WITH PLAN AND SEQUENCE OF CONSTRUCTION
3. INSTALL ALL APPROPRIATE EROSION CONTROL MEASURES ON THE PROPOSED TEMPORARY BARRIERS
4. BARRIERS SHALL BE INSTALLED PRIOR TO AND AFTER ANY TEMPORARY EROSION CONTROL MEASURES ARE REMOVED
5. PROTECT THE EXISTING DRAINAGE AND EROSION CONTROL MEASURES
6. PROTECT THE EXISTING DRAINAGE AND EROSION CONTROL MEASURES
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13. PROTECT THE EXISTING DRAINAGE AND EROSION CONTROL MEASURES
14. INSTALL ROAD BASE COURSE, ROAD SLOPES UP TO 10 PERCENT SHALL BE COMPLETED
15. COMPLETE CONSTRUCTION OF ALL ROAD BASE COURSE, ROAD SLOPES UP TO 10 PERCENT SHALL BE COMPLETED
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30. COMPLETE CONSTRUCTION OF ALL ROAD BASE COURSE, ROAD SLOPES UP TO 10 PERCENT SHALL BE COMPLETED

SEQUENCE OF CONSTRUCTION

SOIL BORINGS	
SOIL	SOIL
0-10" SILTY CLAY LOAM	0-10" SILTY CLAY LOAM
10-15" SILTY CLAY LOAM	10-15" SILTY CLAY LOAM
15-20" SILTY CLAY LOAM	15-20" SILTY CLAY LOAM
20-25" SILTY CLAY LOAM	20-25" SILTY CLAY LOAM
25-30" SILTY CLAY LOAM	25-30" SILTY CLAY LOAM
30-35" SILTY CLAY LOAM	30-35" SILTY CLAY LOAM
35-40" SILTY CLAY LOAM	35-40" SILTY CLAY LOAM
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50-55" SILTY CLAY LOAM	50-55" SILTY CLAY LOAM
55-60" SILTY CLAY LOAM	55-60" SILTY CLAY LOAM
60-65" SILTY CLAY LOAM	60-65" SILTY CLAY LOAM
65-70" SILTY CLAY LOAM	65-70" SILTY CLAY LOAM
70-75" SILTY CLAY LOAM	70-75" SILTY CLAY LOAM
75-80" SILTY CLAY LOAM	75-80" SILTY CLAY LOAM
80-85" SILTY CLAY LOAM	80-85" SILTY CLAY LOAM
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140-145" SILTY CLAY LOAM	140-145" SILTY CLAY LOAM
145-150" SILTY CLAY LOAM	145-150" SILTY CLAY LOAM

INDEX OF SHEETS	
SHEET 1	OVERALL SITE DEVELOPMENT PLAN
SHEETS 2-3	DETAILED SITE, GRADING, DRAINAGE & EROSION CONTROL PLANS
SHEET 4	PROPOSED CONNECTION TO EXISTING SANITARY SEWER

PROJECT NO.	5536.17
SHEET NO.	12-02-2020
DATE	12-02-2020
BY	12-02-2020
CHECKED BY	12-02-2020
DESIGNED BY	12-02-2020
ENGINEER	12-02-2020

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING

7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121

OFFICE: (262) 723-2098 FAX: (262) 723-5886

WORK ORDERED BY

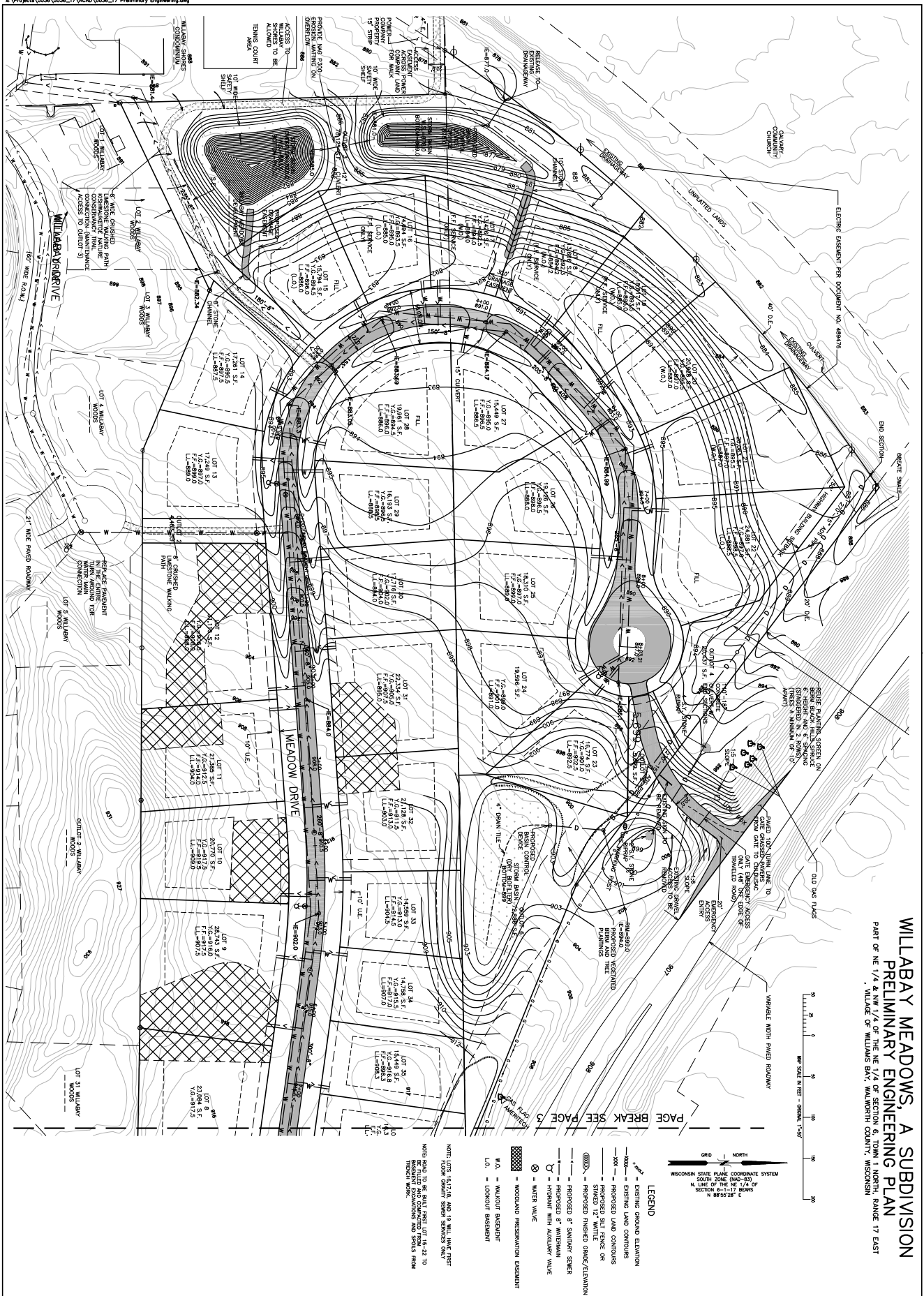
LAND AND LAKE SURVEYING

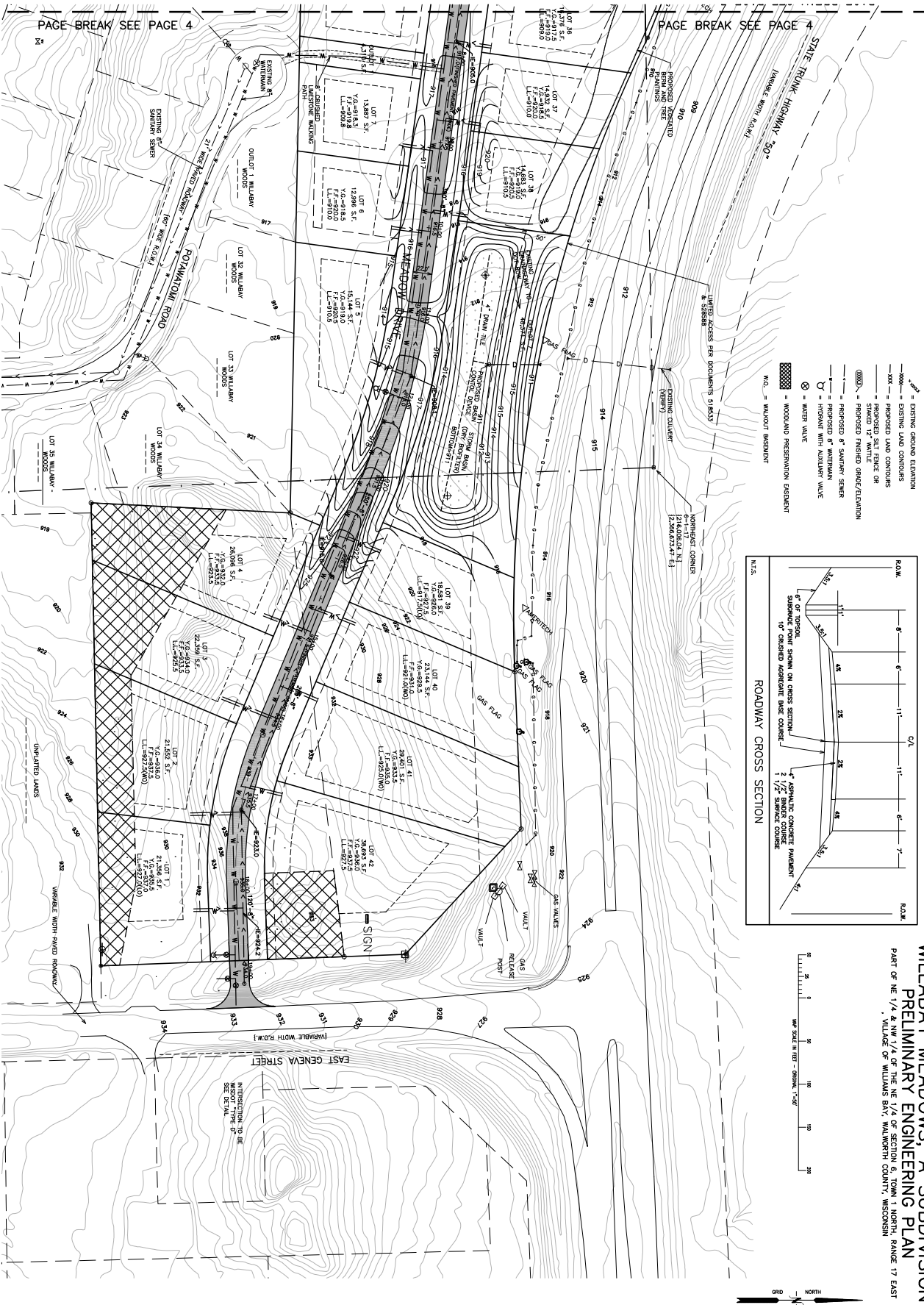
6400 SHAFTER CT SUITE 325
ROSEMONT, IL 60018

WILLABAY MEADOWS

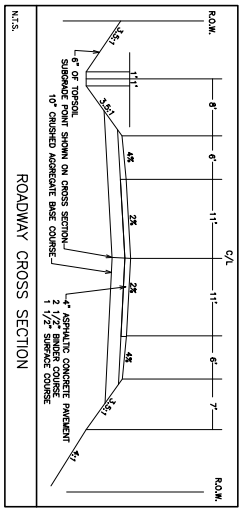
PRELIMINARY ENGINEERING PLAN

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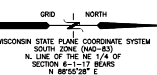




- LEGEND**
- = EXISTING ELEVATION
 - = EXISTING LAND CONTOURS
 - - - - - = PROPOSED LAND CONTOURS
 - - - - - = PROPOSED SUT FENCE OR STAKED 12" WHITE
 - = PROPOSED FINISHED GRADE/ELEVATION
 - = PROPOSED 6" SAWHAY SINKER
 - = PROPOSED 6" WATERMAIN
 - = HYDRAULIC WITH ALUMINUM WALK
 - ⊗ = WATER VALE
 - ⊗ = WOODLAND PRESERVATION EXISTENT
 - W.O. = WALKOUT BASEMENT



WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY ENGINEERING PLAN
 PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
 VILLAGE OF WILLABAY, WILKINSON COUNTY, MISSISSIPPI





Douglas R. Snyder

From: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Sent: Monday, July 8, 2024 7:34 AM
To: Warren Hansen
Cc: Douglas R. Snyder; 'martin hanley'; 'Mary Margaret Cowhey'; 'Chad Pollard'; Elkin, Robert - DOT
Subject: RE: Willabay Meadows Emergency access plan
Attachments: RE: Proposed Willabay Meadows -- Williams Bay

1/9

*** CAUTION: Think Security! This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Warren,

Sorry for the delayed response, I was on vacation last week.

Affirmative. We just need final plans and the other stuff in the email attached that was sent previously and a permit will be issued.

WisDOT is comfortable with the location and general concept shown previously. Please use this email as formal conceptual approval of the emergency access.

Sincerely,

Kevin Koehnke, PE

Permits Coordinator
141 NW Barstow Street
Waukesha WI 53187
kevin.koehnke@dot.wi.gov
262-548-5891



From: Warren Hansen <warren@farrishansen.com>
Sent: Friday, June 28, 2024 1:18 PM
To: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Cc: 'Douglas R. Snyder' <dsnyder@baxterwoodman.com>; 'martin hanley' <mhanley007@gmail.com>; 'Mary Margaret Cowhey' <mmcowshey@land-and-lakes.com>; 'Chad Pollard' <chadpollard@clairlaw.com>
Subject: Willabay Meadows Emergency access plan

CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Douglas R. Snyder

From: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Sent: Tuesday, June 11, 2024 10:36 AM
To: Douglas R. Snyder
Subject: RE: Proposed Willabay Meadows -- Williams Bay
Attachments: RE: Willabay Meadows DWG /5536.17 - Preliminary Engineering Plan; RE: Proposed Willabay Meadows - Request for Additional Connection Option at STH 50 - Farm Entrance

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Doug,

WisDOT agreed to allow the emergency access in January of last year. That has not changed. A permit will be issued for emergency access connection to WIS 50 when:

1. The requested plan modifications are submitted and approved.
2. Special exception and waiver of damages for the improvements that are proposed in the highway setback area are finalized.
3. The final plat is recorded.
4. A permit application is received from the entity that will maintain the driveway.

Kevin Koehnke, PE

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From: Douglas R. Snyder <dsnyder@baxterwoodman.com>
Sent: Tuesday, June 11, 2024 8:53 AM
To: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Subject: Proposed Willabay Meadows -- Williams Bay

Hi Kevin,

See below and attached. I doubt the Village planning commission and Board will conditionally approve a preliminary plat and preliminary engineering unless we are able to get something in writing from the WDOT stating that the emergency access, parcels adjacent to STH 50, and drainage associated with STH 50 is acceptable, as proposed in the preliminary engineering, subject to final plat and final engineering.

The developer is saying everything is good with the WDOT -- we have not seen any evidence of it.

Can you give me an update from your end?

Doug

From: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Sent: Monday, May 13, 2024 2:17 PM
To: Warren E Hansen
Cc: 'Warren Hansen'; cpollard@clairlawoffices.com; Douglas R. Snyder; 'martin hanley'; mmcowhey@land-and-lakes.com; Elkin, Robert - DOT; Salazar-Oyarce, Jorge - DOT
Subject: RE: Willabay Meadows DWG /5536.17 - Preliminary Engineering Plan
Attachments: DT1504-2024.docx

Warren,

1. Check the 887 contour on the west side. It ties into the 888 existing.
2. Make a more defined berm near the subdivision exterior on the west side of the emergency access to divert hwy runoff around the subdivision rather than allowing it to cross the lots/outlots.
3. Move the gate south so that the longest emergency vehicle intended to use the emergency access is fully off the hwy when stopped to open the gate.
4. There are improvements being proposed in the 50-ft highway setback area. There was a recent change to transportation administrative code TRANS 233 that allows certain improvements within the setback area now whereas they had previously been prohibited. WisDOT has developed an interim way to allow these improvements in reaction to the new law and that requires a special exception and waiver of damages. Prior to recording the final plat, please reach out to our TRANS 233 reviewer Jorge Salazar jorge.salazaroyarce@dot.wi.gov for details on the requirements and be sure to leave a break in the access restriction on the final plat to allow for the emergency access.
5. Attached is the driveway permit required to be filled out and signed by the Village if they are the ones that will maintain the driveway and culvert. The permit will be issued upon resubmittal of the grading plan for approval and recording of the subdivision plat.

Sincerely,

Kevin Koehnke, PE

Permits Coordinator
141 NW Barstow Street
Waukesha WI 53187
kevin.koehnke@dot.wi.gov
262-548-5891



From: Warren E Hansen <office@farrishansen.com>
Sent: Monday, May 13, 2024 12:45 PM
To: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Cc: 'Warren Hansen' <warren@farrishansen.com>; cpollard@clairlawoffices.com; 'Douglas R. Snyder' <dsnyder@baxterwoodman.com>; 'martin hanley' <mhanley007@gmail.com>; mmcowhey@land-and-lakes.com; Elkin, Robert - DOT <Robert.Elkin@dot.wi.gov>
Subject: RE: Willabay Meadows DWG /5536.17 - Preliminary Engineering Plan



STATE TRUNK HIGHWAY CONNECTION APPLICATION

Wisconsin Department of Transportation (WisDOT)

DT1504 1/2023 Wis. Stat. ss. 86.07(2)(a), 84.09, 84.25, 84.295 & Wis. Adm. Code Ch. Trans 231

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- Use this form to apply for a new connection to a state trunk highway (STH) or for altering, removing, or allowing an existing connection. - If the property has any legal restrictions that prohibit access to a STH, WisDOT cannot approve a STH connection for the property. - One DT1504 form is required per connection. Please type or print neatly in ink. Fill out the required information on all pages of this form per the instructions. For more information, visit: https://wisconsindot.gov/Pages/doing-bus/real-estate/permits/connections.aspx Provide a copy of the property deed, title work related to the property purchase, and any property surveys.			Tracking #:		
			WisDOT OFFICE INFORMATION	Southeast Region 141 NW Barstow St Waukesha, WI 53187	
APPLICANT INFORMATION	1. Applicant Name and Mailing Address (Street/PO Box, City, State, ZIP Code)		2. Property Owner Name and Mailing Address (If not applicant)		3. If Not Property Owner, Reason for Request
CONNECTION LOCATION INFORMATION	4. Highway Number(s)	5. County	6. ☐ City ☐ Village ☐ Town of:		7. Side of the Highway ☐ North ☐ South ☐ East ☐ West
	8. Located within the: Quarter, of the Quarter, Section, Town North, Range				9. Fire or Street Number (If applicable)
	10. Name of Nearest Side Road from Location		Distance and Direction from the Side Road (Feet or Miles) (N, S, E, W, A)		11. How far is the location from the nearest non-side road connection (driveway or trail crossing) on the same highway? (Feet or Miles)
	Latitude and Longitude (Filled in by WisDOT):				
CONNECTION TYPE INFORMATION	12. Proposed Activity (Check one) ☐ Construct New ☐ Remove Existing ☐ Allow Existing ☐ Alter Existing Choose all applicable items from alter list ➔		13. Proposed Use (Check one – See instructions for category description) ☐ Urban – Commercial/Industrial ☐ Rural – Commercial/Industrial ☐ Urban – Residential ☐ Rural – Residential ☐ Public Road ☐ Rural – Agricultural ☐ Trail or Trail Crossing		16. Proposed Trips Per Day (Check one) ☐ Seasonal ☐ 51-100 ☐ 1-25 ☐ 101-1000 ☐ 26-50 ☐ Over 1000 ➔ Peak hour traffic count: _____
			14. Proposed Width: 15. Proposed Surface:		SEE PAGE 2 for QUESTIONS 17-27. SEE PAGE 3 FOR INDEMNIFICATION. SEE PAGES 4-6 FOR CONDITIONS AND PROVISIONS.
X (Property Owner or Authorized Representative) (Date) (Telephone Number) (Email address)					
The applicant affirms that all information provided on and submitted with this form is correct and complete. Providing incorrect or incomplete information may result in permit denial or revocation as well as criminal prosecution under Wis. Stat. s. 946.32.					
Completed by Wisconsin Department of Transportation – REVIEW UPON PERMIT ISSUANCE					
☐ Application DISMISSED ACCESS RIGHTS (1) NOT OWNED BY APPLICANT OR (2) CONTROLLED UNDER WIS. STAT. S. 84.25 or 84.295. NO RIGHT TO APPLY EXISTS.			GENERAL CONDITIONS OF ISSUANCE #1-42 APPLY Permit Provisions Also Apply: ☐ Supplemental ☐ Special ☐ Lane Closure System notification required ☐ Insurance or performance bond required ☐ Permit voids/replaces permit # ☐ Transportation project plat ID # ☐ Temporary access. Permit expiration date below. See #34 .		
☐ Permit DENIED MAY BE APPEALED UNDER WIS. STAT. S. 86.073.					
☐ WORK Permit APPROVED ONLY FOR PERFORMING WORK ON STATE TRUNK HIGHWAY RIGHT-OF-WAY UNDER WIS. STAT. S. 86.07(2)(a). THIS PERMIT IS REVOCABLE.					
☐ DOCUMENTATION of Authorized Access Point APPROVED BY WisDOT UNDER PREVIOUS WIS. STAT. S. 84.25 PROJECT. THIS IS NOT A PERMIT BUT SERVES TO DOCUMENT THE TYPE, USE, TRIPS PER DAY, CONFIGURATION, DRAINAGE, ETC. FOR THE STH CONNECTION.			☐ Shared Connection Co-user name(s): Related ID #(s):		
☐ CONNECTION Permit APPROVED DOES NOT CREATE A RIGHT OF ACCESS OR ACCESS EASEMENT FOR THE PROPERTY. THIS PERMIT IS REVOCABLE.			Misc. info:		
			04/30/2024 04/30/2024 07/19/2024		
			Application Submitted Approved Work Start Approved Work Finish Approved Work Extension		
X (WisDOT Authorized Representative Signature – If Computer-filled, Brush Script Font)			04/30/2024		
			Application Completed Identification Number Issued Permit Expires Permit Amended		

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➡ **Note:** In questions 17-26, "the property" refers to the property for which this application is being made.

17. ☐ Yes ☐ No Is the property zoned? In either case, provide the appropriate documentation from the jurisdictional zoning authority.
18. Explain how the land is currently being used: _____
19. ☐ Yes ☐ No Are you aware of any plan to change the zoning or land use for the property? If yes, explain. _____
20. ☐ Yes ☐ No Is this connection for the property that was also part of a land division or assemblage created on or after 2/1/99? If yes, explain. _____
21. ☐ Yes ☐ No Do you own other property abutting the highway that is next to the property that this connection will serve? If yes, explain. _____
22. ☐ Yes ☐ No Does the property abut other public roads? If yes, provide all road names. _____
23. ☐ Yes ☐ No Are there any existing connections to any road serving the property? If yes, how many? _____
24. ☐ Yes ☐ No Are there any restrictions on the number, use, or location of connections to the property? If yes, explain. _____
- 25A. ☐ Yes ☐ No Are there any access easements across the property, or does any other property obtain access to a state trunk highway by crossing the property?
- 25B. ☐ Yes ☐ No Are there any easements or arrangements that allow the property to access a public road by crossing another property? If you answered yes to 25A and/or 25B, explain. See the instructions for what information to provide. _____

➡ **Note:** If you answered "yes" to question (Q) 24, 25A or 25B, provide a copy of **all documents** relevant to the restrictions and/or easements.

26. Provide the property tax identification number: _____
27. List the **proposed** work start and finish dates for construction of the connection. Check **not applicable** if work is not needed for this permit.
Start: _____ Finish: _____ ☐ Not Applicable

Best times of the day and/or days of the week that are more convenient for WisDOT to call you if needed: _____

FOR ANY NEW OR RELOCATED CONNECTION, APPLICANT SHALL PLACE A FLAG OR MARKER IN THE HIGHWAY DITCH OR FORESLOPE (VISIBLE FROM THE HIGHWAY) AT THE PROPOSED LOCATION FOR WisDOT SITE REVIEW.

INDEMNIFICATION

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The Permittee shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by the Permittee himself/herself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the following:

1. Any of the work done by the Permittee, or Permittee's contractors or agents (collectively "WORKERS").
2. The construction or maintenance of facilities by the Permittee or WORKERS, pursuant to this permit or any other permit issued by the State for construction of facilities within the highway.
3. As a result of action or inaction by Permittee or WORKERS resulting in damage to another that occurs:
 - a. While the Permittee or WORKERS are performing work, or
 - b. While any of the Permittee's or WORKER's property, equipment, or personnel, are in or about such place or the vicinity thereof, or
 - c. While any property constructed, placed, or operated by or on behalf of Permittee or WORKERS remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State.

This hold harmless provision applies, without limiting the generality of the foregoing, to all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters, to the Permittee or WORKERS, their employees, agents, contractors, subcontractors or frequenters, or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters, Permittee, WORKERS, their employees, agents, contractors, subcontractors or frequenters; or any other person.

Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, caused by Permittee or WORKERS pursuant to this permit or any other permit issued by the State for damage to property, lines or facilities on highway right-of-way resulting in any loss of power, telephone service, communications, data, information, or material; or involving property rights any other person of any kind whatsoever.

The Permittee shall at his/her own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

All facilities constructed within the highway right-of-way by Permittee become the property of the State of Wisconsin, Department of Transportation, and may be altered or removed by the maintaining authority of the highway in accordance with state law.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of the Permittee or WORKERS that remains on the State's property or right-of-way pursuant to this permit shall not release Permittee from any of the indemnification requirements of this permit.

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GENERAL CONDITIONS OF ISSUANCE

1. All connections have restrictions that are documented in the preprinted and filled-in information on this form along with any conditions, covenants, supplemental and special provisions, superimposed notes, and detail drawings added by WisDOT. In addition to WisDOT's approval, permittee shall also comply with relevant state statutes and administrative rules, plus any laws, codes, rules, regulations, ordinances, and permit requirements of other jurisdictional agencies. Alteration of this form by the permittee **is prohibited**.
 2. The permit authorizes the work for the applicant ("permittee") indicated on this permit. It does not grant authority for the work of any other, either by present or future installation.
 3. Comply with this permit in its entirety. Failure to comply with any part of this permit is the permittee's responsibility, which includes full restitution of any costs WisDOT incurs to remedy non-compliance acts and may include treble damages under Wis. Stat. s. [86.02](#). Further, if permittee fails to comply with any permit term, and WisDOT seeks to compel compliance by the permittee, enforce a permit term, revoke this permit, or recover costs associated with completing work required under this permit or redoing work not up to standards or specifications, permittee shall also be responsible for paying a sum that reimburses the State for time expended by its attorneys working on the matter and all court costs.
 4. The venue for any court action related to permit enforcement shall be Dane County, Wisconsin.
 5. Immediately cure any violation of this permit, particularly any failure to maintain a safe work site and proper work zone traffic control. Failure to do so may result in WisDOT stopping further work, removing permittee from the highway right-of-way (ROW), revoking the permit or any combination of these actions.
 6. Except in cases where the permitted connection is constructed by forces acting on behalf of WisDOT as part of a highway improvement or maintenance project, the permittee shall do all of the following:
 - (a) Furnish all materials, do all work, and pay all costs for construction and maintenance of the connection and its appurtenances in the ROW. Use the appropriate materials and type and quality of the work for the connection type specified in this permit.
 - (b) Do all work without jeopardy to, or interference with, traffic using the highway
 - (c) Be responsible for all additional work WisDOT deems necessary due to plan error, omission, or unknown or changed field conditions
 - (d) Maintain the connection and its appurtenances within ROW limits, which includes keeping them in a proper state of repair, preventing the blockage or impairment of ROW drainage, and preventing the occurrence of aboveground obstacles that may cause serious injury or death to a motorist
 - (e) Do not disturb or cause the disturbance of any survey marker without the **prior written approval** of WisDOT
 7. The permittee shall not make any changes to the connection, its appurtenances, or the highway ROW, including, without limitation, changes to the location (Q4-11), use (Q13), width (Q14), surface (Q15), or increase the number of trips per day (Q16) indicated by this permit without obtaining **prior written approval** from WisDOT. WisDOT will evaluate all potential highway impacts that may arise from any proposed change(s) and therefore, does not guarantee approval.
 8. WisDOT does not assume any responsibility for removal or clearance of snow, ice, or sleet, or the opening of windrows of such material upon any portion of any connection along any state trunk highway even though snow, ice, or sleet is deposited or windrowed on said connection by its authorized representative while performing normal winter maintenance operations. No snow, ice, or sleet removed from the connection shall be deposited on any highway pavement or shoulder or in a manner that creates a safety hazard or obstruction to highway drainage.
 9. Rock, asphalt, concrete, timber, or other embankment retention or marking treatments for the connection **are prohibited**. A plastic or metal post with or without a blue reflector(s) may be installed on each connection side. Posts cannot be larger than 2" square. Acceptable posts are shown at right. Plastic or metal posts shall not be stronger than the equivalent of a 1½-inch diameter standard metal pipe. Using red or amber reflectors **is prohibited** under Wis. Stat. s. [346.41\(3\)](#). Using wood posts also **is prohibited**.
 10. **WisDOT reserves the right to revoke any permit issued.** WisDOT also reserves the right to make such changes, additions, repairs, relocations, and removals within statutory limits to the connection or its appurtenances on the ROW as may at any time be considered necessary to facilitate highway relocation, reconstruction, widening, and maintenance, or to provide proper protection to life and property on or adjacent to the highway, or if alternative access to the property becomes available.
 11. **If the permitted work has not been started by the Approved Work Finish Date, this permit is null and void.** If the work has been started but not completed by the Approved Work Finish Date, no additional work shall be done unless authorized through an approved Work Extension Date or a subsequent permit from WisDOT. WisDOT does not guarantee approval of a time extension or subsequent permit since the conditions WisDOT based its permit approval upon may have changed between the permit issuance and time extension request dates. **Execution of any part of the work shall verify agreement by the permittee to conform to this permit and to be bound by all of its requirements, restrictions, and obligations, all of which shall continue to be in full force and effect.**
 12. Any connection-related improvement constructed within the highway becomes part of the highway and is subject to the jurisdiction of the maintaining authority of the highway. Issuance of this permit does not guarantee in the future that the connection will remain in place or be allowed to function in the same manner as when it was installed. WisDOT or any other authority with jurisdiction over the highway may alter the highway in such a manner that changes the connection's function by installing medians, lanes, or traffic control devices, or may require that the connection be closed entirely. WisDOT attempts, in exercising its police powers, to avoid unreasonably restricting property access to a highway. Abutting landowners are generally not entitled to compensation for changes made to the highway by the maintaining authority for police power activities.
 13. The permittee agrees that any connection constructed by or for the permittee is for the purpose of obtaining access to the property listed in Q26. The connection shall not be used for parking or servicing vehicles, or for advertising, storing, or selling goods on the ROW.
- ### WORK ZONES
14. Install warning signs, devices, etc. **prior to the start of any permitted work** within the highway ROW and ensure all are fully functional and maintained to protect the public, workers, and the work site until all permitted work is complete. Comply with the [Wisconsin Manual of Uniform Traffic Control Devices](#) or [Work Zone Field Manual](#), current editions, for appropriate sizes, designs, and configurations of warning signs and devices. Provide and maintain the quantity of signs and devices therein described, and supplement those with additional signs, devices, and flaggers as necessary to functionally protect people and property from injury or damage always and under all conditions, including changed or changing conditions. Wear retro-reflective safety vests while working within the highway ROW.
 15. Secure the work site and associated traffic control zone against any hazard to the public, both when the site is attended and unattended during off-hours, holidays, and nighttime hours. This includes vehicles, equipment, and materials.
 16. Do not keep vehicles, equipment, or materials related to this permit within the highway ROW limits except those items that are actively being used in the work operation.
 17. Perform all permitted work without obstructing or closing any part of any travel lane or fully closing any road unless authorized by WisDOT.
 18. Derive no direct access to install, maintain, or repair the permitted connection from a freeway travel lane, shoulder, or from any interchange ramp unless authorized by WisDOT in this permit. If access is needed due to an emergency, immediately contact the Wisconsin State Patrol and WisDOT Region Office listed on this permit. **The use of freeway median crossovers to make U-turns or obtain highway access is prohibited and subject to citation by law enforcement.**
 19. Any disturbance to, operation within, or use of a highway median **is prohibited** unless authorized by WisDOT in this permit.
 20. Coordinate the permitted work and in no case interfere with any ongoing highway improvement project.



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CONSTRUCTION

21. Notify the WisDOT representative listed on this permit 3 days before starting any work and call Diggers' Hotline 811 or (800) 242-8511.
22. Determine the locations of any existing facilities in the area affected by the permitted work and protect or take actions needed to protect them from any damage. All notifications to facility owners, including but not limited to utilities, are the permittee's responsibility.
23. Always keep a complete copy of the permit (which may be electronic) at the job site when the permitted work is ongoing. If applicable, also keep a copy with a project manager or supervisor familiar with the permit and all of its details and requirements.
24. Construction methods shall meet the requirements of this permit and be performed in accordance with methods and procedures set forth in the current edition of WisDOT's [Standard Specifications for Highway and Structure Construction](#).
25. Install the connection in the specified permit location. Upon discovery of any error in placement or upon WisDOT order, move any part of the connection to the correct location. Any connection part located other than as specified in this permit exists at permittee's sole risk. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the permittee shall hold the State, its employees, agents, and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility that may result from a highway construction, maintenance, traffic control, or ROW management project or function.
26. The permittee may be required to excavate part of the ditch bottom or backslope to properly install a culvert endwall. Direct questions about this work to the WisDOT Region office that issued this permit.
27. Do not at any time open any greater length of trench than necessary to maintain essential work progress. Use temporary sheeting, shoring, or trench boxes as needed to prevent cave-ins.
28. Comply with applicable laws, rules, policies, and regulations when acting under this permit especially when within tribal or federal lands. Provide documentation as needed when on WisDOT ROW to prove compliance or coordination with the following agencies:
 - Wisconsin Historical Society to avoid or mitigate any potential cultural resource (archeological, historical, burial site, etc.) impacts per Wis. Stat. s. [44.40](#).
 - Department of Natural Resources to avoid or mitigate any potential stormwater runoff, site erosion, wetland, waterway, and endangered or threatened species impacts.
29. Comply with all applicable regulations and codes, including, but not limited to, the U.S. Department of Labor, Occupational Safety and Health Administration, [29 CFR Part 1926](#) for construction safety precautions and operations.

EROSION CONTROL

30. Implement erosion control best management practices (BMPs) prior to and during work operations pursuant to Wis. Admin. Code [Ch. NR 151](#) and any applicable municipal or county ordinances. Provide copies of any required Department of Natural Resources, municipal, or county construction permits. Provide and maintain erosion control BMPs to protect all restored areas upon completion of the permitted work and until replacement vegetation achieves sustained growth. Remove all sediment or material site runoff deposited onto WisDOT ROW and stabilize the area within 24 hours of the release. Immediately clean all sediment or materials deposited onto highway travel lanes or shoulders. Clean downstream ditches, culverts, and storm sewers to ensure positive flow prior to finalizing the work. Remove temporary erosion control BMPs following work completion.

AFTER CONSTRUCTION

31. Send electronic notice to the WisDOT representative who approved this permit **within 10 calendar days** of completing the work including all restoration. Notice may also be sent via telephone or regular mail.
32. Cure faults related to work or facilities under this permit that, in WisDOT's opinion, obstruct highway drainage or in any other manner adversely affect highway maintenance or operation, and restore the ROW as directed by WisDOT and to its satisfaction.
33. Alter the permitted connection as may be ordered by WisDOT to facilitate highway improvements, safety, operations, or maintenance. Accept all costs of constructing, maintaining, altering, temporarily moving, or relocating the permitted connection.

RESTORATION

34. All restoration work shall meet qualities, grades, compactions, and conditions of this permit and be performed in accordance with the methods and procedures set forth in the current edition of WisDOT's [Standard Specifications for Highway and Structure Construction](#). For temporary permits, complete all restoration prior to the expiration date.
35. Promptly restore to WisDOT's satisfaction and at least pre-existing conditions any highway facility, surface, shoulder, curb, gutter, sign, sidewalk, driveway, gravel base, ballast, ditch, vegetation, drainage appurtenance, guardrail, electric conduit/cable, or property of any type or other ROW element disturbed by any work under this permit.
36. Sawcut all pavement full-depth when open cutting. Restore concrete pavement in conjunction with WisDOT standard detail drawing [13C9](#). Remove and restore concrete pavement to the nearest joint for full lane width or provide a detailed joint plan for review and approval. The minimum patch dimension is 6' by the full lane or shoulder width. High early strength concrete may be specified if needed. For concrete pavement repair guidance, see [FDM 14-25-10, Exhibit 10.1](#). The minimum asphalt patch dimension is 6' by the distance to the nearest joint or seam. Only use hot mix asphalt.
37. Backfill all excavations permitted within highway pavement or shoulder areas with suitable granular material, placed in lifts or layers 12" or less each in depth, and mechanically compact to meet appropriate density. Do not use water jetting to perform mechanical compaction. Repair to WisDOT's satisfaction any subsequent heaving, settling, or other defects or faults attributable to the permitted work.
38. Adjust manhole covers, shut-off and regulator valves, and like facilities to the level of the immediately adjacent grades.
39. Restore any turfed ROW area disturbed under this permit with fine-graded topsoil having a depth of not less than 4" and reseeded to perennial grass or sodded to WisDOT's satisfaction. Water the planted seed or sod until fully established.
40. Construct smooth and finished slopes at all locations where regraded portions of the highway ROW meet the lands of adjacent property owners. Do not trespass on adjacent property owner's lands.
41. Dispose of any brush, trash, or waste materials resulting from the permitted work off the ROW in accordance with applicable solid waste disposal regulations. Dumping or littering is prohibited.
42. WisDOT may notify permittee that restoration must be completed by a specific time if it is not done voluntarily without delay. If the permittee fails to satisfactorily complete the restoration by the specific time, WisDOT may arrange for the restoration to be completed and bill permittee accordingly. If this occurs, the permittee shall pay for all restoration costs, which may be tripled under Wis. Stat. s. [86.02](#).

SUPPLEMENTAL PERMIT PROVISIONS (#43-66)

The permittee shall abide by the following checked provisions:

STATE HIGHWAY DETOUR

- ☐ 43. Complete a permit application form to detour state highway traffic ([DT1479](#)). This permit shall only be in effect if WisDOT approves the matching DT1479 permit.

WORK RESTRICTIONS

- ☐ 44. Daily, holiday, or seasonal work restrictions apply to the permitted work as detailed in the special permit provisions. Review these restrictions with the WisDOT Region Office identified in this permit.

NOTIFICATIONS

- ☐ 45. Contact the WisDOT Region office identified on this permit to arrange for a WisDOT representative to inspect the work site. Perform no work under this permit prior to his/her arrival.
- ☐ 46. Contact the WisDOT Region office identified on this permit prior to completing the permitted work to arrange for an inspection by a WisDOT representative before the permittee's contractor or work crew leaves the site.
- ☐ 47. Call WisDOT's Traffic Management Center (TMC) / - on a weekly basis or as otherwise determined by the TMC before working on any freeway. The TMC may place restrictions on work times and lane/shoulder closures based upon various special events, oversize freight movements, or daily peak travel times.

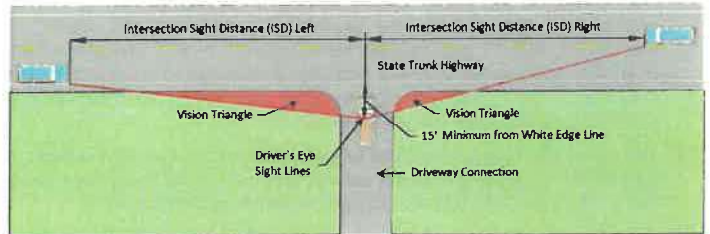
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TREE & VEGETATION MANAGEMENT

- ☐ 48. Plant trees or vegetation only in the locations and with the species as detailed on the plans included and approved with this permit, or as WisDOT specifies in the field.
- ☐ 49. Replace trees or vegetation removed with the species and in the manner required in any special provisions of this permit.
- ☐ 50. Maintain all plantings according to the special permit provisions.
- ☐ 51. Do not place any sign or marker identifying the plantings within the highway ROW.
- ☐ 52. WisDOT accepts no responsibility for loss occurring to plantings. Be fully aware that plantings are subject to:
 - Thinning or mortality
 - Normal hazards from maintenance operations, snow control, and public utility installation, maintenance, or alteration
 - Trimming or removal when the plantings cause sight distance restrictions or hazardous snow/ice conditions on the highway
 - Destruction when highway reconstruction is done
 - Partial or complete abandonment or obliteration, or return to private ownership, if future highway relocations are made
 - Removal by government authorities, including WisDOT, under Wis. Stat. s. [86.03\(3\)\(a\)](#)
- ☐ 53. Do not cut, trim, or damage trees or vegetation to facilitate the permitted connection's construction or maintenance except as authorized by the owner of such tree or vegetation. (Wis. Stat. s. [86.03](#)). Clearly cut the exposed ends of all tree roots found during excavation with suitable pruning tools immediately after exposure. Comply with all applicable laws, regulations, and local ordinances (even those stricter than WisDOT specifications) governing tree sale, transport, cutting, or pruning and with [ANSI A300](#), which is the generally accepted industry standard for tree care practices.
- ☐ 54. Trim only trees or vegetation necessary to provide safe clearances or by special provisions. Do not damage non-target trees or vegetation. Do not clear-cut trees or vegetation.
- ☐ 55. Survey trees or vegetation to be removed and inspect jointly with a WisDOT representative prior to starting any highway ROW work.
- ☐ 56. Do not cut or trim oak trees between April 15 and October 15 to prevent Oak Wilt Disease from spreading unless a thick coat of asphalt base tree paint is applied immediately after **any** cut, trimming wound, or abrasion made between those dates.
- ☐ 57. Remove each stump in the area where cutting is permitted, including stumps created by windfalls or prior cutting, by cutting the stump flush with ground level or removing it with a stump grinding operation. The permittee shall be responsible for any damages to mowing equipment or any vehicle caused by any stump not being cut in accordance with this requirement.
- ☐ 58. Treat all deciduous tree stumps with an herbicide approved for use to prevent future sprouting. Do not treat evergreen tree stumps.
- ☐ 59. Dispose of all cut, trimmed, or sprayed trees, logs, branches, stumps, and other vegetation in the following manner(s). If more than one box is checked, verify if related special permit provisions have been added. Off-site means off the ROW. In all cases, avoid disturbance to any manicured lawn.
 - ☐ Cut trees, logs, or trimmed branches may be chipped and used for mulch on the ROW in a layer not exceeding 3" and in a way that does not interfere with highway drainage
 - ☐ Sprayed or basally treated trees and vegetation shall be cut and hauled off-site to a proper location
 - ☐ Permittee may haul materials to a specific location off-site upon receiving the landowner's permission
 - ☐ Permittee may keep the materials after hauling them off-site
 - ☐ Other adjacent landowners may keep the materials off-site
 - ☐ Haul only the materials that have salvage value to the nearest county highway department or other designated site for public sale or distribution by WisDOT
- ☐ 60. Promptly restore all natural highway safety features, including but not limited to, living snow fence and headlamp screens.

VISION TRIANGLES

- ☐ 61. In addition to the required intersection sight distance (ISD) for the connection, maintain vision triangles to allow drivers approaching or stopped at the connection to safely perform the necessary maneuvers to navigate the connection. This means eliminating all objects that may obstruct driver views. For side road connections, maintain vision triangles in accordance with WisDOT's Facilities Development Manual Chapter [11-10-5](#), section 5.1.4.3. For driveway connections, unless otherwise specified in provision #62, maintain vision triangles as depicted in the shaded areas of the diagram below using an ISD Left of ____ and ISD Right of _____. On land within the vision triangles, (1) do not erect buildings, signs, billboards, fences, or anything exceeding 3', and (2) do not plant shrubs, trees, hedges, grasses, flowers, and other vegetation that may grow to a height exceeding 3', or continuously maintain them to not exceed a height of 3'.
- ☐ 62. Follow provision #61 except maintain vision triangles as depicted in shaded areas of the diagram below measured at ____ from the white edge line instead of the minimum 15' and using an ISD Left of ____ and ISD Right of ____.



URBAN CONNECTIONS

- ☐ 63. Completely remove existing curb and gutter for construction of the connection. Such removal shall be to the nearest construction joint and saw cut to a minimum length of 3' for remnant curb. Join all new concrete to existing concrete with No. 4 tie bars.
- ☐ 64. Construct the new concrete curb and gutter such that its gutter pan bottom matches the gutter pan bottom of the existing curb and gutter to allow for the drilling of tie bars into the existing concrete pavement and to allow for an asphaltic overlay if the adjacent curb has been previously overlaid with asphalt.
- ☐ 65. Saw cut the existing asphaltic pavement at a sufficient distance to allow for concrete curb and gutter removal and prevent damage of the remaining asphaltic pavement. After sufficient cure time of the new concrete curb and gutter and driveway apron, overlay the curb flange with asphaltic pavement to match existing.

CONSTRUCTION INSPECTION

- ☐ 66. Provide qualified construction engineering inspectors on-site at all times during the project. Provide the name(s) and cellular phone number(s) for the inspectors to WisDOT before any construction begins. The inspector(s) shall ensure the work is being performed in conformance with the plans and WisDOT specifications, which includes items such as work zone traffic control and erosion control. The inspector(s) shall have the authority and responsibility to stop work operations and notify WisDOT when the permit plan and WisDOT specifications are not being followed.

SPECIAL PERMIT PROVISIONS (#67-__)

The permittee shall also abide by the following provisions:



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting August 13, 2024

August 6, 2024

APPLICANT: Poplar Ridge Estates (Owner), Land and Lakes Company (Applicant), Attorney Chad Pollard (Agent)

TAX KEYS: WWUP 00084, JG 3100009A, and IL 5000005

STREET ADDRESS: Southwest corner of Hwy. 50 and E. Geneva St.

Applicant requests a recommendation to the Village Board for a subdivision plat, preannexation agreement, and development agreement for a 42-lot single-family subdivision.

Staff Comments:

- The preliminary plat is complete and includes all information outlined in Section 375-0303 Preliminary Plat Requirements.
- The Village Engineer has reviewed the preliminary plat and engineering. Memo dated July 24, 2024 recommends conditional approval.
- Village Attorney has prepared a memo dated August 2, 2024 regarding status of the preannexation agreement and development agreement.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

Memo

To: Village of Williams Plan Commission
From: Attorney Mark A. Schroeder
Date: August 6, 2024
Re: Willabay Meadows Subdivision

Members of the Plan Commission,

The village administrator, the village engineer and myself as village attorney have been engaged in productive sessions with the developer of the Willabay Meadows Subdivision and the attorney for the developer. Those discussions have centered on the terms of the proposed Preannexation Agreement concerning annexation of those portions of the proposed development not located within the Village of Williams Bay, the terms of the proposed Development Agreement governing the requirements for the development of the subdivision and the proposed preliminary plat. The village engineer has been engaged in extensive discussions with the engineer for the developer regarding the terms of the engineering plans regarding the technical requirements for developing the property involved consistent with the proposed preliminary plat. It is the goal of the village officials to continue to move forward with these discussions so that the development can proceed.

To date, good progress has been made by the parties in discussing the terms of the above-mentioned documents. However, to assist the officials of the village in their discussions with the developer, it would be helpful for the plan commission to give its input on several issues, while noting that the final say on these issues will be on the part of the village board.

The first issue concerns the proposed emergency access from the western portion of the proposed subdivision to Highway 50. As shown on the preliminary engineering plans, the access was requested by the village to be included on the preliminary plat to provide a second access point to the subdivision. This access was requested in lieu of providing an access either via Potawatomi Road or Willabay Drive. It will be owned and maintained by the HOA, but it is proposed that the village will assume responsibility for plowing snow on the access, but only if access is needed during an emergency.

In the Development Agreement there may not yet be full agreement on the placement of attached garages. In Section 2.4 L., the village wishes to provide that placement of garages be subject to Section 390-0315 I. The developer had indicated that it wished to provide that exceptions to any requirement of sideloading garages for certain lots be issued without the need for a variance or conditional use

proceeding. I discussed with the developer's attorney that the language of Section 390-0315 I. only requires conditional use permits under certain circumstances regarding setbacks for garages facing a public street. As a result, I noted that the village does not believe the additional language requested by the developer is necessary. If there is still no agreement on that issue, the plan commission can give its input on that issue if it wishes.

Not yet addressed in the Development Agreement is the issue of sidewalks. The preliminary plat does not include sidewalks, and the village engineer notes that to include sidewalks would likely require substantial modifications to the preliminary plat. He also notes that no other new subdivisions in the village have required sidewalks. The developer opposes a sidewalk requirement. Note that pursuant to the Development Agreement the developer will obtain easements for and provide for a walking path from the subdivision to KNC. In addition, the developer is providing pedestrian pathway connections directly to the existing cul-de-sacs of the neighboring subdivision, which does not have sidewalks.

While this is ultimately a decision for the village board, it may be useful for the plan commission to give its input on this issue.

The issue of whether the subdivision should include a public park has been raised. As you will note, the proposed preliminary plat does not provide for a public park. However, it is addressed in Section 2.4 N. in which the developer would pay \$750 for each proposed lot within the subdivision in lieu of a park dedication. The plan commission could provide input on whether that alternative would be appropriate.

Not in the body of the Development Agreement itself, but to be included as an exhibit, would be the Sanitary Sewer Improvements Agreement. The agreement addresses the developer's share of the cost of replacement of the existing lift station and the downstream sewage force main between Harris Road and Elkhorn Road, which would serve this development. There is no disagreement over the total amount for which the developer would be responsible. It is believed that the developer would agree to pay its cost share within 60 days of completion of the subdivision's sewer system. The village would want to also require that in no case would the payment be less than 24 months after final subdivision approval. The plan commission could also choose to make a recommendation regarding that issue.

Legal Description of Site (Attach separate sheet if additional space is needed):
See Attached

Please answer all applicable. Missing or incomplete information may deem this application "incomplete,"
delaying or prohibiting a review.

Current Zoning of Site: SF-3 (Wms Bay); A-3(Geneva); R-1(Linn) **Current Overlay Districts of Site:** Town of Linn;
Town of Geneva;
Village of Williams Bay

Proposed Zoning of Site: SF-3

Proposed type of structure of use: single-family residential subdivision

Proposed use of structure or site: single-family residential

**Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent
of development, type of operation, etc.** (Attach separate sheet if additional space is needed):
See attached.

**Statement showing compatibility of proposed zoning district and/or proposed use to the Village
Comprehensive Plan:** (Attach separate sheet if additional space is needed)
See attached.

**Statement showing compatibility of proposed zoning district and/or proposed use with adjacent
properties and neighborhoods** (Attach separate sheet if additional space is needed):
See attached.

Print Applicant's Name: Land and Lakes Company **Date:** 6-10-24

Signature of Applicant: Mary Margaret Cowhey
Mary Margaret Cowhey, President

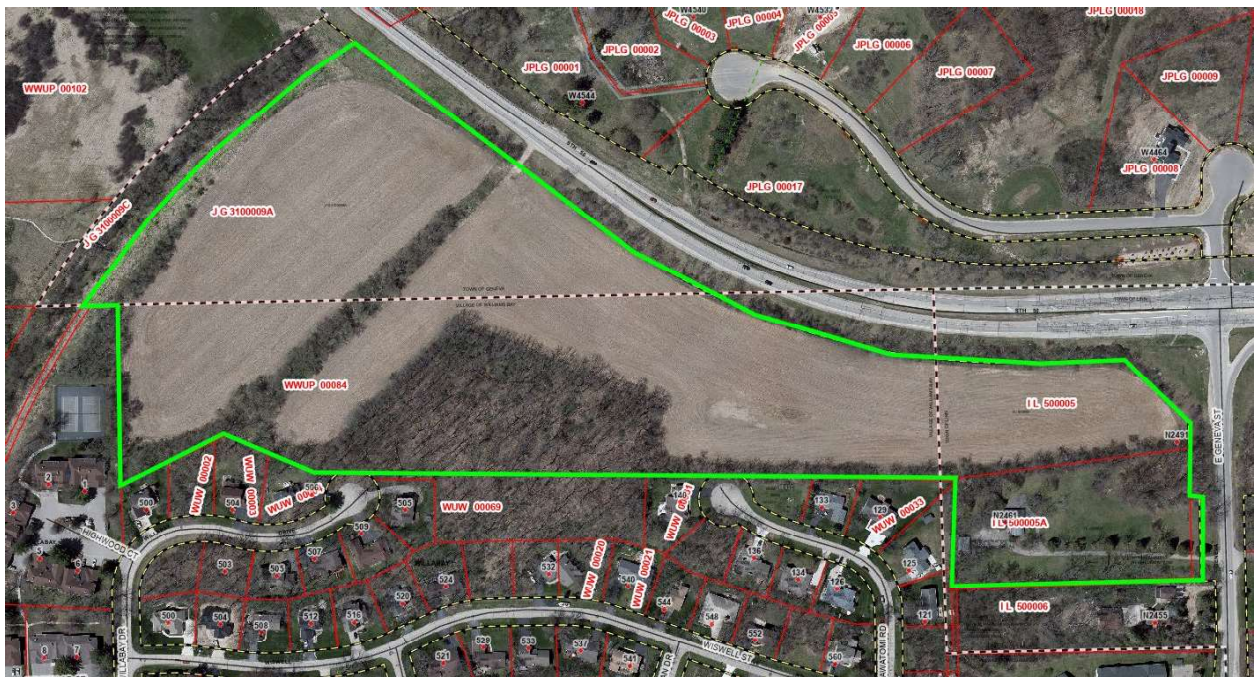
Preliminary Plat; Preannexation; and Development Agreement

Willabay Meadows Subdivision

Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet, including conservation easements to protect and sustain forest land and covenants, conditions, and restrictions to create an aesthetically pleasing residential environment.

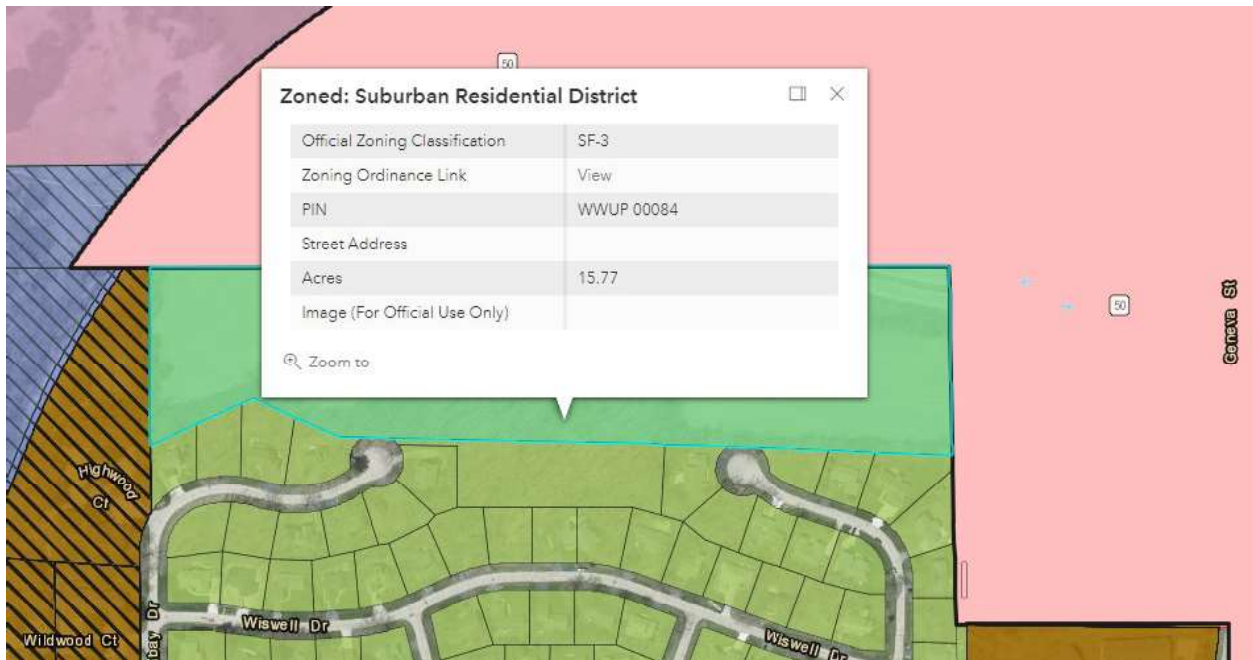
During its presentation of the concept plan, the Village Plan Commission indicated a desire that the adjacent properties in the Town of Geneva and Town of Linn be annexed into the subdivision, which the Developer has included as a condition of preliminary plat approval.

The Developer is also willing to make a contribution of over \$160,000 to certain sanitary improvements at the time of recording of its final plat, prior to seeking building permits or occupancy permits on the proposed home sites, which is encapsulated in the Development Agreement.



GIS Map of Subdivision Property

Current Zoning

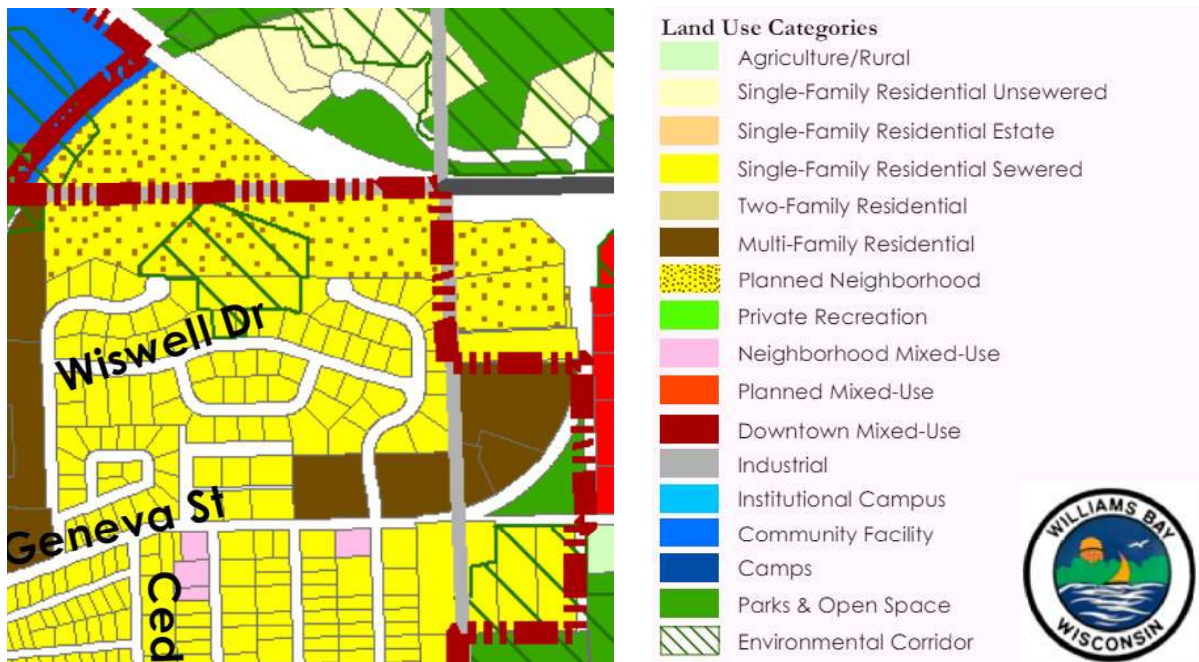


SF-3 (Village of Williams Bay)



ETZ A-3 (Town of Geneva); ETZ R-1 (Town of Linn)

Comprehensive Plan



Map 5 – Future Land Use

The proposed subdivision is consistent with the Village's recently updated comprehensive plan, which indicates that the future land use of the subdivision property is Planned Neighborhood. The Planned Neighborhood land use has recommended zoning including SF-3, which is consistent with the Developer's request for SF-3 zoning of the entire subdivision upon annexation. The SF-3 zoning designation also matched the existing development to the south known as Willabay Woods.

Narrative

Land & Lakes Development Company ("Developer") owns approximately 30 acres at the corner of Route 50 and Geneva Street in Williams Bay, Wisconsin. Currently the property is in three jurisdictions, 15.9 acres in Williams Bay, 9.2 acres in the Town of Geneva and 5.7 acres in the Town of Linn.

Land & Lakes Development was established in 1990 to manage properties near long term excavation sites. Today, it manages more than 2,000 acres in the greater metropolitan Chicago area. Since its inception, the Company has developed in excess of \$200 million commercial and residential real estate in Illinois and Wisconsin. Land & Lakes maintains in house legal, financial, real estate planning and engineering teams.

The Developer has held the subject property for over twenty years waiting for the right moment to develop the property for single family residences. In 2021, the Developer met with the Village Plan Commission regarding an initial concept plan design to develop phase 1 of Willabay Meadows Subdivision (22 lots without annexation).

Based upon comments from the Plan Commission and discussions with Village Staff, many changes have been made to the Original Concept Plan.

Most notably, in response to concerns of increased traffic in Willabay Woods subdivision the Developer is no longer seeking access from the established cul-de-sacs on Willabay Drive and Potawatomi Road. The revised plans include access to the subdivision from E Geneva Street with emergency access provided at significant cost to the developer from Hwy 50 to the northwest of the subdivision. The Developer, Developer's engineer, and Village engineer have been working diligently to obtain initial approvals from WisDOT for emergency access, which can only be finalized upon WisDOT's review of the final plat.

The Developer is also going to provide a walking path from the subdivision to the Kishwaukee nature trail for the benefit of the public, including residents of Willabay Woods and Willabay Shores Condominium.

The Developer is providing conservation easements on several lots based upon a tree survey to protect and sustain forest land.

The Developer is also willing to make a contribution of over \$160,000 to certain sanitary improvements to the existing lift station located at Harris Road and downstream 8-inch sewage force main between Harris Road and Elkhorn Road to service nearly half of the properties within the Village, including Willabay Meadows, with payment from the Developer occurring at the time of recording of its final plat, prior to seeking building permits or occupancy permits on the proposed home sites, which is encapsulated in the Development Agreement.

In this application, the Developer is requesting a recommendation from the Plan Commission for **conditional** approval of the Preliminary Plat, Preannexation Agreement, and Development Agreement.

Legal Descriptions for Willabay Meadows:

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC E, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

Village of Williams Bay Property

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 522.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET

AND A CHORD WHICH BEARS S 73DEG 53MIN 57SEC E, 519.57 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 6; THENCE ALONG SAID EAST LINE, S 02DEG 08MIN 37SEC E, 267.62 FEET TO THE NORTHERLY BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG SAID THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 666.64 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 89DEG 42MIN 42SEC W, 705.25 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 67DEG 21MIN 05SEC W, 211.80 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, S 64DEG 29MIN 42SEC W, 253.70 FEET TO AN IRON PIPE STAKE FOUND MARKING A POINT ALONG THE EASTERLY BOUNDARY OF WILLABAY SHORES CONDOMINIUM; THENCE ALONG THE BOUNDARY OF SAID CONDOMINIUM N 01DEG 31MIN 25SEC W, 396.99 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID CONDOMINIUM, S 88DEG 58MIN 55SEC W, 54.02 FEET; THENCE 1.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 34DEG 13MIN 59SEC E, 1.16 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE, N 88DEG 55MIN 28SEC E, 1351.14 FEET TO THE POINT OF BEGINNING. CONTAINING 642,727 SQUARE FEET (14.75 ACRES) OF LAND, MORE OR LESS.

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File name	Planning%20Reques...ion%206-10-24.pdf
Document ID	afb47f91d31043ae2bf2c4c4969af9af3414ac60
Audit trail date format	MM / DD / YYYY
Status	● Signed

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Document History



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Sent for signature to Mary Margaret Cowhey
(mmcowhey@land-and-lakes.com) from chadpollard@clairlaw.com
IP: 47.49.3.50



06 / 10 / 2024
18:00:50 UTC-4

Viewed by Mary Margaret Cowhey (mmcowhey@land-and-lakes.com)
IP: 208.204.110.106



06 / 10 / 2024
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Signed by Mary Margaret Cowhey (mmcowhey@land-and-lakes.com)
IP: 208.204.110.106



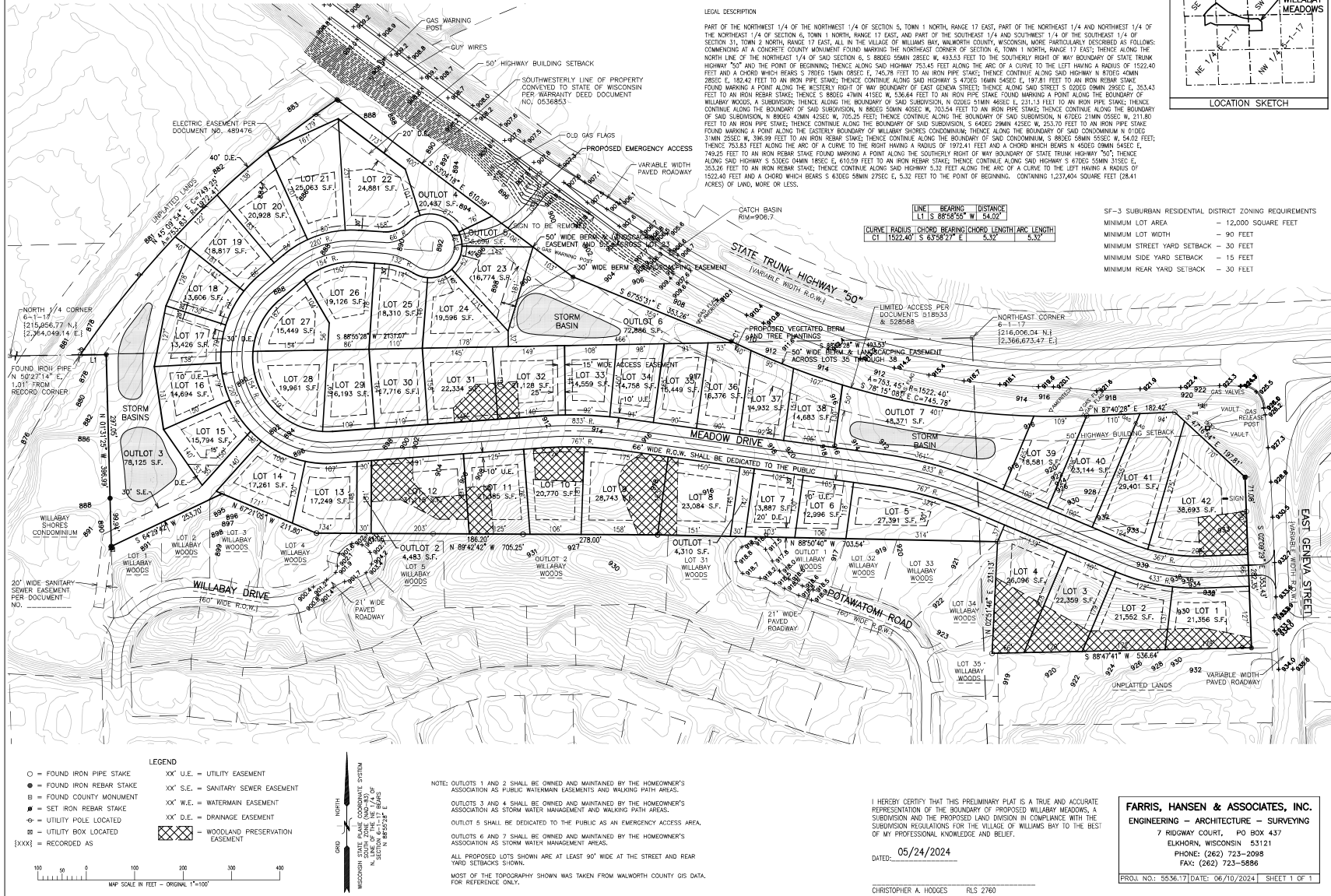
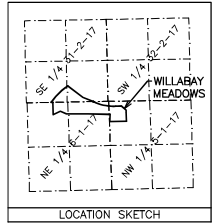
COMPLETED

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The document has been completed.

WILLABAY MEADOWS, A SUBDIVISION PRELIMINARY PLAT (ASSUMING POST-ANNEXATION STATE)

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF THE NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, AND PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2024, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village") and LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns ("Developer").

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 61, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 ("Williams Bay Property"), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A ("Geneva Property"), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A ("Linn Property"), more particularly described on **Exhibit 1** incorporated herein (collectively "Willabay Meadows"); and

WHEREAS, the Developer and the Village desire that the Geneva Property and Linn Property be annexed to the Village pursuant to the Petition for Direct Annexation by Unanimous Written Consent of Electors and Property Owners attached hereto as **Exhibit 2** and incorporated herein by reference ("Petition") as depicted on certain Annexation Maps dated 12/03/2021 attached hereto as **Exhibit 3-1 and 3-2** and incorporated herein by reference ("Annexation Maps"); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat (attached hereto as **Exhibit 4-1** dated 5-24-2024 and preliminary engineering plans prepared by Farris, Hansen & Associates, Inc. dated 12-02-2020 (Revised 6-10-2024) attached hereto as **Exhibit 4-2** and incorporated herein ("Preliminary Engineering Plans"), which plans shall be updated, revised, reviewed and approved by the Village Engineer prior to the recording of the final plat to be attached hereto and incorporated herein as **Exhibit 4-3** upon completion by the Developer and review and approval by the Village Engineer ("Final Engineering Plans") (collectively, "Engineering Plans"). Final Engineering Plans which are in substantially consistent with the approved Preliminary Engineering Plans shall not be rejected nor shall unreasonable modifications be requested that substantially depart from the Preliminary Engineering Plans approved on or before the date of this Agreement; and

WHEREAS, the Village intends to repair, replace or expand an existing lift station located at Harris Road and downstream 8-inch sewage force main between Harris Road and Elkhorn Road to service nearly half of the properties within the Village, including Willabay Meadows ("Existing Lift Station"), which the Developer shall be responsible for its proportionate share of capital costs of the project based upon the number of lots in Willabay Meadows divided by the total number of residences to be served by the lift station improvements at the date of this Agreement, as provided

for in the Sanitary Sewer Improvements Agreement attached hereto as **Exhibit 5** and incorporated herein. The proposed repaired, replaced or expanded Existing Lift Station (the “Proposed Lift Station”) is more particularly described and/or depicted in the Sanitary Sewer Improvements Agreement, which is attached as Exhibit 5 to this Agreement; and

WHEREAS, the Developer desires to protect and sustain forest land, a conservation easement shall be placed against certain lots within Willabay Meadows as provided for in the Woodland Preservation Easement attached hereto as **Exhibit 6** and incorporated herein; and

WHEREAS, the Developer desires to utilize the land in an aesthetically pleasing residential environment, the Developer shall record with the Walworth County Register of Deeds a Declaration of Covenants, Conditions and Restrictions substantially in the form attached hereto as **Exhibit 7** and incorporated herein (“Covenants”); and

WHEREAS, the Developer desires that the temporary and permanent zoning of Willabay Meadows shall be: SF-3 Suburban Residential District; and

WHEREAS, Willabay Meadows conforms to the Village’s 2023 Comprehensive Master Plan, projecting Planned Neighborhood, including Single-Family Residential (Low, Medium, Small Lot) uses for Willabay Meadows; and

WHEREAS, the Village and Developer desire to enter into this Agreement; and

NOW, THEREFORE, the Village and Developer agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1. Recitals Incorporated. The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 PUBLIC AND PRIVATE IMPROVEMENTS

SECTION 2.1. Phasing. Willabay Meadows is designated as single-family development to be developed in a single phase. However, Developer reserves its right to develop in phases as designated on the final engineering plans and final plat. Plans for individual phases will conform to the final engineering plans, include record information of the previous phase, and need regulatory approvals. It is estimated that it may take up to ten (10) years or more to fully develop, construct, and sell the development. As Willabay Meadows proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, public water mains and related facilities, and storm water management system facilities as may be necessary to serve each individual lot so undertaken as specifically shown and approved on the Final Engineering Plans (collectively, “Improvements”). The Developer shall be responsible for its proportionate share of capital costs of the project based on Exhibit 5. All Improvements shall comply with Village and state standards, to be reviewed and approved by the Village Engineer, as provided below. The sanitary sewer and related facilities, water mains and related facilities, and streets designated as public on the Engineering Plans, shall be dedicated and conveyed or transferred to the Village pursuant to this Agreement. The sequence and order of Improvements shall be outlined in the Final Engineering Plans; the pace of the construction of Improvements shall be at the sole discretion of the Developer.

SECTION 2.2. **Contractors.** The Developer shall furnish, or cause to be furnished, all labor and services, material, and work for the construction and completion of the Improvements for Willabay Meadows. The parties acknowledge and agree that the Developer may have any or all of the Improvements constructed and supplied by various contractors, and the Village specifically agrees that this shall be permitted. The Village declares that the Developer may employ any such general contractor or subcontractors, in its own discretion and of its own choosing.

SECTION 2.3. **Improvements' Compliance with Engineering Plans.** The Developer will construct and complete, or cause to be constructed and completed, the Improvements for Willabay Meadows in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of the Village Engineer, within the times specified herein and in accordance with the instructions and information contained in this Agreement, the performance bond, and the Final Engineering Plans reviewed and approved by the Village Engineer, all of which documents are hereby made a part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, fires, casualties, shortages of materials, work stoppages, pandemics, or other matters beyond the reasonable control of the Developer ("Force Majeure"). In the event that any matters set forth in this section delay the Developer's ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days.

SECTION 2.4. **Required Improvements.** The following are the Improvements which will be required by the Village of the Developer for Willabay Meadows. No improvements which are not specifically contained in this Agreement or the Final Engineering Plans shall be required to be installed by Developer or shall be required by the Village to be installed without the express consent of Developer, notwithstanding any new ordinances or any modifications to the ordinances or requirements of the Village from time to time. Until and unless Developer posts the Security, as provided in Section 7.4 hereof, and commences development, it shall have no obligation to install Improvements on any phase or otherwise develop such phase. Provided, however, that improvements not located in a phase being developed, but which are necessary to serve lots within that phase, shall be installed as part of the improvements for that phase. The Village represents and warrants to the Developer that adequate water and sewer shall be available for the lots as shown on the upon completion of the required Improvements.

A. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.

B. **Roads, Streets.**

1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades as set forth in the Final Engineering Plans, the Developer shall grade the right-of-way of all streets in accordance with the Final Engineering Plans.
2. The right-of-way for all streets shall be 66 feet, as depicted on the Engineering Plans.
3. All roads and streets depicted in the Engineering Plans, specifically Meadow Drive, shall be dedicated to the Village as public streets. The emergency access road shall be dedicated to the Village as more fully described in Section 2.4.O. below.

4. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the Final Engineering Plans. Said surfacing shall be done in accordance with the Final Engineering Plans. All public streets of Willabay Meadows shall have a street width of twenty-two feet (22'). All streets of Willabay Meadows shall have, at a minimum, a four (4.0") inch blacktop mat (bituminous concrete pavement), made up of a two and a half-inch binder course and a one-and-one-half-inch surface course, placed on a ten-inch-thick crushed stone base.
5. Rural street sections are approved. The Developer shall finish grade all shoulders and road ditches, install all necessary culverts at intersections and, if required, surface ditch inverts to prevent erosion and sedimentation in accordance with the Final Engineering Plans.
6. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the Village prior to installation of the final layer of asphalt pavement surface course as provided in Section 7.2 below.
7. No traffic signal lights are required for any intersections of Willabay Meadows, except as may be required by WDOT permit.
8. In connection with the installation of public water mains in the turnarounds of the Willabay Drive and Potawatomi Road cul-de-sacs, Developer shall remove the "top 1 ½" of pavement in the entire turnaround by milling, and provide 4" of asphalt over areas where the existing pavement is removed for installation of the water main, and provide 1 ½ surface lift over the remaining area of the turnaround. Granular backfill is allowed over the water main, rather than the aggregate slurry material.

C. **Curb, Gutter, and Sidewalks.** Willabay Meadows is rural in nature and, therefore, no curb, gutter, or sidewalk installation shall be necessary as depicted in the Final Engineering Plans. Additionally, curb, gutter, and sidewalk installation is inappropriate as the adjacent subdivision Willabay Woods does not incorporate curb, gutter, or sidewalk installation.

D. **Sanitary Sewer System.**

1. The Developer shall construct the public sanitary sewer Improvements identified in the Final Engineering Plans to make adequate gravity sanitary sewerage service available to each lot within Willabay Meadows, except Lots 16-19 which will have first floor service and an ejector pump in the basement. The buyers of Lots 16-19 will be notified of this by the Developer. The size, type, and installation of all sanitary sewers and laterals to street right-of-way shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers.
2. The Developer shall televise the sanitary sewer system; repair any defects as determined by the Village Engineer and supply the digital copy of the video to the Village prior to issuance of building permits and acceptance of the improvements by the Village.

3. As provided for in the Sanitary Sewer Improvements Agreement, the Village shall be responsible for upgrading, improving, or enlarging the Existing Lift Station. The Village shall conduct said work in a reasonable and efficient manner to allow the Developer to connect its public sanitary sewer Improvements to the Proposed Lift Station through existing sewer mains as provided for in the Final Engineering Plans and the Sanitary Sewer Improvements Agreement.
 4. The Village has approved a Utility Easement Agreement between the Village and Willabay Shores Condominium Association for sanitary sewer services. The agreement contains certain surface restoration requirements of the Village after construction of the sanitary improvements on parcels WUS 00001A and WUS 0038D, for which the Developer shall be responsible.
- E. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for Willabay Meadows as set forth in the Final Engineering Plans. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers, including the installation of fencing, if requested by the Village Engineer. The storm water management system Improvements shall be designed to present no hazard to life or property. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Village will not accept the Improvements until the storm water management system has been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers and sediment removed from the construction activities. The ownership of outlots as depicted on the Engineering Plans and their maintenance shall be the responsibility of the Developer or the homeowners or condominium owners associations to be formed for the portions of Willabay Meadows served by such Improvements. If such associations fail to perform such maintenance, the Village, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements on outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs. The Village shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowners or condominium owner's association and place such charges on the real estate property tax bill of each property owner serviced by the Storm Water Management System. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual property owners serviced by the Storm Water Management System and may be placed on their real estate property tax bill.
- F. **Water Supply Facilities.**
1. The Developer shall construct public water mains as set forth in the Final Engineering Plans in such a manner as to make adequate water service available to each lot within Willabay Meadows. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with the Final Engineering Plans and specifications approved

by the Village and its engineers. One service shall be installed for each lot to the right-of-way in accordance with Village Standards. The Developer agrees that the Village will not accept the public water supply Improvements for any phase until such Improvements have been installed in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers. The Developer shall grant necessary easements to the Village in a form acceptable to the Village for all sanitary sewer system Improvements and public water supply facilities placed outside the public right of way in the Willabay Meadows and same shall be dedicated to the Village as provided for in the Final Engineering. Such easements shall be recorded prior to recordation of the final plat.

2. Per State of Wisconsin requirements, Developer shall pressure test, leakage test and obtain clean water samples and repair any defects as determined by the Village Engineer, prior to acceptance of the Improvements by the Village.
3. As a part of phase 1, Developer shall extend the water main south to the south line of Lot 1 prior to dedication to the Village for future extension of services.

G. **Other Utilities.**

1. The Developer shall cause electrical power, natural gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in Willabay Meadows. All electrical power, natural gas, telephone facilities, and cable television service shall be located underground, where practicable.
2. Plans indicating proposed locations of all electrical power, natural gas, and telephone distribution and transmission lines required to service each phase of Willabay Meadows shall be reviewed and approved by the Village Engineer prior to final plat approval.

H. **Street Lamps.** The Developer shall pay to the Village the cost to install street lamps of a design approved by the Village Engineer, as designed and located on the Final Engineering Plans.

I. **Street Signs.** The Developer shall pay to the Village the cost to install street signs of a design approved by the Village Engineer. The signs shall include, but are not limited to, "no motorized vehicles" at each end of the limestone trails.

J. **Street Trees.** The Developer shall in lieu of planting street trees, at the time of final plat approval or certified survey map approval, pay a tree fee in the amount established by resolution of the Village the effective date of this Agreement to the Village Treasurer for each tree to be planted. Monies collected for tree planting shall be kept in a special tree planting fund for that purpose. The Village shall plant said trees as soon as reasonably practicable.

K. **Sediment Control.** The Developer shall plant those grasses, trees, and vines, in such species and sizes specified by the Village, as necessary to prevent soil erosion and sedimentation. In addition:

1. The Village Board may require the Developer to provide or install certain protection and rehabilitation measures, such as fencing, sloping, seeding, riprap, revetments, erosion matting, and grade stabilization structures.
 2. Tree cutting and shrubbery clearing shall not exceed 50% of the lot or tract and shall be so conducted to prevent erosion and sedimentation; preserve and improve scenic qualities; and, during foliation, screen development from highway and abutting properties, however, no replacement of trees or shrubs shall be required.
 3. Earthmoving, such as grading, topsoil removal, mineral extraction, road cutting, excavation, ditching, and drain tile laying shall be so conducted as to prevent erosion and sedimentation and to least disturb the natural fauna, flora, and topography.
 4. Review of the conduct of such cutting, clearing and moving may be requested of the Walworth County Land Conservation Committee, the State District Fish and Game Managers, and the State District Forester by the Village Engineer or Village Plan Commission, as they deem appropriate.
- L. **Garages.** All garages placed on the lots shall be side loading, except that lots 15 through 21 and lots 23 through 24 shall be permitted to include front loading garages set back behind the front elevation of the main residence. Exceptions to side loading garages may be requested for lots having woodland preservation easements and/or limitations caused by depth of buildable area. Any such request for exception shall be issued by the Village without need for a variance or conditional use proceeding.
- M. **Woodland Protection Areas.** In the interest of protecting and sustaining a healthy and sustainable forest, and a biologically diverse landscape supporting a full range of native flora and fauna, and limit aesthetic and ecological impacts, a conservation easement shall be placed upon sections of lots depicted as Woodland Preservation Easement on the Engineering Plans. The Woodland Preservation Easement shall be recorded against Willabay Meadows pursuant to the Covenants, as more specifically defined herein.
- N. **Public Site Fee.** Notwithstanding Sec. 375-0709B of the Village Municipal Code, Developer shall pay \$750.00 for each proposed dwelling unit/lot within the Engineering Plans at the time of recording of the final plat to satisfy all public site and open space requirements of each lot with the Village.
- O. **Emergency Access.** A 20' wide emergency access drive to Highway 50 from Meadow Drive shall be designed and constructed by the Developer meeting WisDOT requirements at the cost of the Developer. The Developer shall dedicate Outlot 5, including the emergency access drive, to the Village. The Village shall own and maintain the emergency access drive, including plowing snow.
- P. **Walking Paths.** Developer shall design and construct three (3) walking paths, as follows: (a) Meadow Drive to Willabay Drive in the center of Outlot 2, (b) Meadow Drive to Potawatomi Road in the center of Outlot 1, and (c) Meadow Drive southwest along the south boundary of Outlot 3 and Developer shall be responsible to obtain easements to extend the walking path west to Kishwaukee Nature Conservancy. The walking paths shall be developed as shown on the Preliminary and Final Engineering Plans owned and maintained by the Developer or

Homeowner's Association and made available to the public. Provided, that the portion of any walking path not located within the subdivision will be adequately marked to identify its location.

SECTION 2.5. **Engineering Plans**. The Village enters into this Agreement upon having reviewed and approved the Preliminary Engineering Plans, which plans shall be updated, revised, reviewed, and approved by the Village Engineer prior to the recording of the final plat upon completion by the Developer and completed review and approval by the Village Engineer as the Final Engineering Plans. The Village hereby agrees and acknowledges that Final Engineering Plans which are substantially consistent with the approved Preliminary Engineering Plans shall not be rejected nor shall unreasonable modifications be requested that substantially depart from the Preliminary Engineering Plans approved on or before the date of this Agreement.

SECTION 3 OUTLOT OWNERSHIP & MAINTENANCE

SECTION 3.1. **Homeowner's Association**. Developer shall organize Willabay Meadows Homeowner's Association ("WMHOA") under the laws of the State of Wisconsin to take ownership to outlots as depicted on the Engineering Plans and said outlots shall be transferred to WMHOA upon the turnover of the subdivision by the Developer. All maintenance of these outlots shall be the responsibility of the Developer or the WMHOA, whoever has ownership at the time. If for any reason Developer or WMHOA fails to perform such maintenance, the Village, upon advance written notice to either the Developer or WMHOA, whoever has ownership at the time, shall have the right of access to outlots as depicted on the Engineering Plans for inspection, public drainage conveyance, and repairs and any repairs made by the Village shall be special charges and assessed against the associations real estate tax bill or the property owner's real estate tax bill if no association exists. As provided in Section 2.4, the Village shall own and maintain the emergency access drive, including snow plowing.

SECTION 3.2 **Covenants, Conditions and Restrictions**. For the purposes of creating a desirable utilization of the land in an aesthetically pleasing residential environment, the Developer shall record with the Walworth County Register of Deeds a Declaration of Covenants, Conditions and Restrictions substantially in the form attached hereto as Exhibit 7, within a reasonable time after recordation of the final plat, but no later than prior to obtaining the first building permit for a lot in Willabay Meadows.

SECTION 4 PLANS

SECTION 4.1. **Plans on Site**. The Developer shall keep itself supplied with the Final Engineering Plans as may be amended by mutual agreement of the Village and Developer, and shall keep one (1) copy thereof at the site of the work, in good order and available to the Village Engineer, or his or her inspectors, representatives, or agents.

SECTION 4.2. **Filing Plans**. At least two (2) complete copies of the Final Engineering Plans shall be filed with the Village Clerk, together with two (2) sets of the Final Engineering Plans, one (1) set each in digital format, of the Final Engineering Plans to the Village Engineer and the Public Works Director, and all such copies of the Final Engineering Plans shall remain the property of the Village.

SECTION 4.3. **Village Engineer Instruction**. The Village Engineer has reviewed and approved the Preliminary Engineering Plans, and upon approval of the Final Engineering Plans the

Developer may proceed with the public Improvements on the subject phase of Willabay Meadows. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 4.4. **Conformity with Plans.** All Improvements shall be executed in conformity with the Final Engineering Plans. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 4.5. **As Built Drawings and Geographical Information System (GIS).** The Developer shall file with the Village Engineer a complete set of "AS BUILT DRAWINGS," one (1) set each in digital format, for all of the Improvements under this Agreement upon the completion of the Improvements for Willabay Meadows. The Village Engineer will update the Village GIS system as part of the inspection of the public improvements.

SECTION 4.6. **Statement of Costs.** Developer shall furnish the Village with a statement of the total costs of the public improvements for the public streets, sanitary sewer system and water distribution system after completion and acceptance of the Improvements by the Village. The Village must collect this information for its accounting records and information it must report to state agencies such as the Public Service Commission.

SECTION 5 CONSTRUCTION AND INSPECTION

SECTION 5.1. **Commencement.** No construction, installation, or Improvements shall commence for each and any phase of Willabay Meadows until the Developer has made arrangements for all inspections to be completed and commencement authorized by the Village Engineer.

SECTION 5.2. **Inspection.** The Developer, prior to any work within each and any phase of Willabay Meadows, shall make arrangements with the Village to provide for inspection of public improvements during construction. The Village Engineer, and/or his or her inspector, shall inspect and approve all work on Improvements to assure that the Final Engineering Plans comply with the laws, ordinances and regulations of the Village (collectively, the "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The Village Engineer shall approve all work on all Improvements prior to release of the Security (as defined in Section 8.4 of this Agreement).

SECTION 5.3. **Access.** The Village Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 5.4. **Assistance.** The Developer shall provide all assistance requested or required, including construction staking by its land surveyors for all construction, to carry out the work of supervision and inspection by the Village Engineer, his or her inspectors, representatives, or agents, for the subject phase of Willabay Meadows.

SECTION 5.5. **Responsibilities Not Relieved.** Inspection of the Improvements by the Village Engineer, his or her inspectors, representatives, or agents shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the Village. Developer shall have a continuing obligation to act in accordance with the Final Engineering Plans and specifications approved by the Village and its engineers when constructing the Improvements until the Improvements are dedicated to and accepted by the Village.

SECTION 5.6. **Materials Inspection.** No materials of any kind shall be used in the public Improvements for any phase of Willabay Meadows until it has been inspected and accepted by the Village Engineer, or his or her inspector. All rejected materials shall be immediately removed from Willabay Meadows. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made.

SECTION 5.7. **Request for Inspection.** Whenever the specifications, the instructions of the Village Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically approved, the Developer's contractor shall give the Village engineer timely notice of its readiness for inspection, and if the inspection is by another authority, shall inform the Village Engineer of the date fixed for such inspection.

SECTION 5.8. **Compliance with Laws.** The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements for each and any phase of Willabay Meadows, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the Village, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 5.9. **Permits.** The Developer shall secure, at its own expense, all necessary certificates and permits from the Village or other public authorities required in connection with the Improvements for each and any phase of Willabay Meadows, and shall give all notices required by law, ordinance, regulation and the Code.

SECTION 5.10. **Engineering Fees.** The Village will provide an estimate of engineering fees by its Village Engineer upon receipt of an estimated schedule and completion date from Developer from time to time upon request of the Developer but not to exceed more than once per year. The Developer shall pay to the Village the actual cost billed by the Village Engineer. The Developer shall not be responsible for engineering costs related to Proposed Lift Station, other than those engineering costs identified and included in Exhibit 5, Sanitary Sewer Improvements Agreement.

SECTION 6 PROTECTION OF WORK, PROPERTY, AND PERSONS

SECTION 6.1. **Safety Precautions.** The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on each and any phase of Willabay Meadows. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off Willabay Meadows, and other property at Willabay Meadows, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction of each phase of Willabay Meadows.

SECTION 6.2. **No Nuisance.** The Developer shall provide all necessary privy accommodations for the use of its contractors and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of Willabay Meadows. There shall be no construction traffic accessing Willabay Meadows off Willabay Drive or Potawatomi Road. All construction access shall be from East Geneva Street.

The Developer may place two (2) “no construction traffic to Willabay Meadows” signs, including the Developer’s contact information at these points.

SECTION 6.3. **Safety Regulation Compliance.** The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of Willabay Meadows, all necessary safeguards for safety and protection.

SECTION 7 TIME FOR COMPLETION OF WORK; SECURITY

SECTION 7.1. **Commencement.** It is anticipated that construction of the Improvements for the initial phase of Willabay Meadows will commence no later than three (3) years after final plat approval by the Village. The term of this Agreement (“Term”) shall expire on the earlier of (i) the date that the Developer completes construction of the Improvements for Willabay Meadows and has developed, constructed and sold the development, or (ii) the tenth (10th) anniversary date of commencement of construction of the Improvements; provided, however, that the Developer may seek extension as reasonably necessary to complete Willabay Meadows.

SECTION 7.2. **Final Lift.** The Village acknowledges and agrees that during the construction of each phase, the Developer may, but will not be required to, lay the final layer of asphalt pavement to avoid damage and account for settling as soon as it desires; provided, however, that said final layer shall be constructed within the earlier of (i) twenty-four (24) months of the time the Developer commences the construction of the phase, or (ii) the issuance of certificates of occupancy for seventy-five (75%) percent of the dwelling units within said phase. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace Binder Course as required by the Village Engineer. Developer may start construction of homes within a phase after the Binder Course within the phase has been installed. As the road construction continues, after the final layer of pavement is installed, each segment of the roadways shall be dedicated to the Village by the Developer upon its inspection and acceptance by the Village Engineer, pursuant to this Agreement. The Developer shall provide seven (7) days written notice to the Village Engineer prior to laying the final layer and the Village shall make its inspection and accept the dedication without delay.

SECTION 7.3. **Model Homes.** No building permit will be issued to any lot within Willabay Meadows until the installation of sanitary sewer, water, electrical power, gas, and a binder course of asphalt base on the roadway adjacent to the parcel has been completed. However, the Developer may, subject to approval by the Village, its engineers, and the Village Building Inspector, construct up to four (4) single-family model homes within Willabay Meadows before the foregoing Improvements are constructed. The Village shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the Village of the Security (as described in Section 7.4 below), and the Developer’s filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy, however, will not be granted to the Developer for such model homes until installation of the binder course after witness of the subgrade proof roll by the Village Engineer. None of the foregoing shall limit the Developer’s right to construct additional model homes where the Improvements have been constructed.

SECTION 7.4. **Security.** To secure the completion of the Improvements required by the Final Engineering Plans, the Developer agrees to provide the Village with the following prior to construction:

A revocable letter of credit from a lending institution approved by the Village issued in favor of the Village, prior to the commencement of construction of each phase, in an amount equal to the cost of Improvements in such phase +10% in a form approved by the Village Engineer and Village Attorney. No construction shall commence on the phase until such letter of credit is on file with the Village. The letter of credit shall be an amount sufficient to pay any costs incurred by the Village for completion of Improvements. The letter of credit shall be released when the requirements of this Agreement are fulfilled or within the 12th month after final completion of Improvements for the phase, whichever comes later. The Developer shall provide the Village Engineer with a statement of costs projected for the phase, which shall be approved by the Village Engineer prior to furnishing a letter of credit. The amount of the letter of credit will be reduced by resolution of the Village Board in an amount reasonably proportionate to the cost of the Improvements that are paid for by the Developer, provided that the remaining letter of credit is sufficient to secure payment for any remaining Improvements required. The Developer agrees to provide the Village Engineer with a statement of costs of all Improvements for all costs associated with the completion of the phase, which costs shall be approved by the Village Engineer prior to the Village agreeing to reduce the letter of credit. Reductions in the letter of credit shall not be unreasonably withheld or delayed.

If at any time:

- (a) Developer is in default of any aspect of this Agreement, or
- (b) Developer does not complete the installation of Improvements within one year after commencement of the construction of the Improvements (except for the final lift of asphalt) unless extended by agreement or action of the Village Board, or
- (c) Developer fails to maintain an adequate letter of credit with the Village to pay the cost of uncompleted Improvements in the phase, or
- (d) the letter of credit on file with the Village is stated to expire within 60 days and in the reasonable judgment of the village engineer, the Improvements will not be accepted by the Village within such 60-day period in the same has not been extended, renewed or replaced upon the Village's request.

The Developer shall be deemed in default and the Village shall have the authority to draw upon the letter of credit provided that the Village shall first give Developer notice of such default and Developer shall fail to cure such default within 30 days after receipt of such notice unless such cure cannot be completed within 30 days, in which case termination will not become effective so long as the Developer is in good faith diligently and expeditiously attempting to cure such breach, throughout such period, and shall receive additional 30 day extensions until such cure can be completed or is completed. Developer shall not be in default under the Force Majeure provisions provided for in Section 2.4. The lending institution providing the letter of credit shall pay to the Village any draw upon demand, and upon its failure to do so, in whole or in part, the Village shall be empowered, in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said completion or satisfaction costs, upon each and every lot in the subdivision payable in the next succeeding tax roll.

SECTION 7.5. Acceptance of Work. No act of the Village, of the Village Engineer, or of any representative of either, in inspecting the public Improvements of each and any phase of Willabay Meadows, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Developer shall, without charge to the Village, upon completion of the Improvements, or upon completion by phases if installed in phases by this agreement, unconditionally give, grant, convey and fully dedicate the same to the Village forever, free and clear of all encumbrances whatever, each and every such Improvement, together with any and all necessary easements for

access thereto as provided for in the Final Plat and Final Engineering. All easements will be recorded prior to recordation of final plat. Improvements in a phase will be accepted by the Village by separate resolution at such time as set Improvements are in acceptable form and according to Village specifications after the issuance of an appropriate letter of acceptance by the Village Engineer. Acceptance of the streets shall be made by the Village no later than six (6) months after the final course of asphalt is installed. Acceptance of the Improvements shall not be unreasonably withheld or delayed. The Village may refuse to accept an Improvement unless and until it conforms to generally accepted industry standards. All assignable guarantees or warranties for materials or workmanship which extend beyond the guarantee period shall be assigned by the Developer to the Village as beneficiary.

SECTION 7.6. Breach; Notice. Whenever any party to this Agreement alleges a default by the other, the party alleging the default shall provide written notice to the other specifying the nature of the default and the actions necessary to cure the default. If the alleged default is not cured within thirty (30) days after the defaulting party's receipt of such notice, or as specifically noted in the relevant provision, the non-defaulting party may take any one or more of the actions set forth below:

(a) The non-defaulting party may suspend its performance under this Agreement until it receives assurances from the defaulting party that the defaulting party will cure its default and continue its performance under this Agreement.

(b) The non-defaulting party may cancel and terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the defaulting party, including any actions to collect any payments due under this Agreement or to pursue any claims for monetary damages at law or to enforce performance and observance of any obligation, agreement, or covenant to the defaulting party under this Agreement.

The non-defaulting party may elect to take no such action, notwithstanding an event of default not having been cured within said thirty (30) day period, if the defaulting party provides the non-defaulting party with written assurances satisfactory to the non-defaulting party that the event of default will be cured as soon as reasonably possible. No notice of such election by the non-defaulting party shall be required. No waiver of any breach of this Agreement by the Village of anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8 RISK OF LOSS

SECTION 8.1. Risk of Loss. The risk of loss or damage of any kind whatsoever to materials stored on Willabay Meadows which are to be incorporated into any phase of Willabay Meadows, and the risk of damage or destruction to Willabay Meadows or any part thereof, at any time prior to the completion and acceptance of the public Improvements, is assumed by the Developer.

SECTION 9 DEVELOPER'S INSURANCE

SECTION 9.1. Insurance. The Developer shall not commence, or cause to be commenced, work on each and any phase of Willabay Meadows under this Agreement until it has obtained all

insurance required under this subsection and has filed certificates thereof with the Village in the amounts set forth below.

SECTION 9.2. Comprehensive General Liability and Property Damage Insurance Including Contractual Liability. Unless provided otherwise by law, coverage shall protect the Developer, contractors, and subcontractor during the performance of work covered by this Agreement from claims for damages for personal injury, including contractual liability, insurance, death as well as claims for property damages and claims under Workers Compensation Acts, which may arise from operation under this Agreement, whether such operations be by the Developer or by any subcontractor or by anyone directly or indirectly employed by either of them in such a manner as to impose liability on the Village and the amounts of such insurance shall be subject to the following limits:

Bodily Injury Including Death (each accident)	\$2,000,000
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Property Damage (each accident)	\$2,000,000
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SECTION 9.3. Comprehensive Automobile Liability and Property Insurance. Operations of owned, hired, and non-owned motor vehicles:

Bodily Injury Including Death (each accident)	\$2,000,000
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Property Damage (each accident)	\$2,000,000
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SECTION 9.4. Workers Compensation Insurance. Workers compensation insurance shall be provided within the State statutory limits.

SECTION 9.5. Additional Insureds. The Developer shall name as additional insureds on its general liability policy the Village, its trustees, officers, agents and independent contractors, including Village Engineer, and give the Village a certificate evidencing such coverage.

SECTION 10 HOLD HARMLESS AND INDEMNITY AGREEMENT

SECTION 10.1. Developer to be Responsible for Improvements, Facilities, and Appurtenances During Improvement Construction. The Developer shall be fully responsible for all Improvements, facilities, and appurtenances thereto during the period of the construction of the Improvements and such damages as may occur to the Improvements, facilities, and appurtenances during this period shall be replaced or repaired by the Developer.

SECTION 10.2. Village Held Harmless. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or his subcontractors or material men in their performance under this Agreement or from their failure to comply with any provisions of this Agreement or of law, the Developer shall indemnify and hold the Village, its officers, agents and employees harmless from any and all claims and judgments for damages and from costs and expenses to which the Village may be subjected or which it may suffer or incur by reasons thereof. In addition to and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer shall indemnify and hold harmless the Village, its officers, agents, and employees, and shall defend the same, from and

against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever and whenever brought or obtained which in any manner results from or arise in the course of, or as a result of the performance of this Agreement and construction or operation of the Improvements covered hereby, the violation of any law or ordinance, the infringement of any patent, trademark, tradename, or copyright. The Developer is not an agent or employee of the Village.

SECTION 10.3. **Access to Construction Site.** Developer shall require its contractors, subcontractors, vendors, suppliers, and manufacturers to access the construction site, for the Improvements, from E. Geneva Street or Highway 50. Furthermore, Developer agrees to reimburse Village for the cost of repair of any existing Village streets where such repairs are necessitated by the construction activities carried out by or on behalf of Developer pursuant to this Agreement.

SECTION 11 MISCELLANEOUS

SECTION 11.1. **Complete Agreement, Amendment.** There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the Village and the Developer and signed by them.

SECTION 11.2. **Conflicts with Codes and Ordinances of the Village.** Whenever the terms or provisions of this Agreement or any exhibits hereto, including the Petition, Annexation Maps, Engineering Plans, Sanitary Sewer Improvements Agreement, conflict with the terms and provisions of the Code or any ordinances of the Village, the terms and provisions of this Agreement shall prevail and control.

SECTION 11.3. **Cooperation with Permits, Easements.** The Village shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Willabay Meadows, which support and assistance shall also extend to any public and private utility companies. The Village shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all Village owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, natural gas service, telephone, cable television, and electrical service to Willabay Meadows, in accordance with the Petition, Annexation Maps, Engineering Plans and Sanitary System Improvements Agreement. Village shall process any applications and shall issue such permits in a timely manner subject to then existing workloads.

SECTION 11.4. **Assessment Pending Development.** The Village and Developer agree that Willabay Meadows shall be assessed as provided by law, including the assessment of property not yet improved.

SECTION 11.5. **Impact Fees.** It is understood that the Developer, and the Developer's successors and assigns, shall be required to pay all impact fees in accordance with the Code at such time as each future building connection is made. Impact fees for building connections within the Village shall be in accordance with the schedule in effect at the time the impact fee is paid. Developer shall be permitted to prepay any impact fees for all lots at the rate applicable to the date any fees are paid.

SECTION 11.6. **Codes and Fees.** Village and Developer agree that the fee to be paid for any permit or application filed with the Village shall be as is set forth in the then current fee schedule adopted by the Village.

SECTION 11.7. **Monotony Code.** To the extent not in conflict with any ordinance in existence as of the effective date of this Agreement which limits, governs or controls architectural style, colors, building materials or placement of homes on lots. "The Monotony Code Lot Restrictions Willabay Meadows ("The Monotony Code") attached hereto as **Exhibit 8** shall be applicable to houses built on Willabay Meadows, and The Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code with the written consent of the Village, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 11.8. **Temporary Certificates of Occupancy.** Temporary certificates of occupancy shall be issued during periods of winter weather for residences when construction landscaping and other weather dependent improvements has not been completed. Provided, however, that all building requirements for the residence and all site work and grading have been completed.

SECTION 11.9. **Snowplowing of Streets.** The Village shall, at its cost, snowplow all dedicated streets and the emergency access drive after the issuance of the first occupancy permit.

SECTION 11.10. **Sale Trailers.** Developer shall be allowed to place and maintain trailers for use as a temporary sales office for homes to be constructed within Willabay Meadows. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 11.11. **Marketing Improvements.** Developer shall be permitted to install the following signage to be used for the marketing of homes on Willabay Meadows:

- A. The Developer shall be allowed to construct a sign off the East Geneva Street entrance to the property. The sign shall be in accordance with the size and other requirements of the Village of Williams Bay ordinance. Developer shall also be allowed to install temporary stick in signs on various lots which size shall not to exceed 30 inches height by 40 inches width. The Developer shall also be permitted to place a sign facing Highway 50 which shall not exceed 48 inches height by 72 inches width.

SECTION 11.12. **Maintenance of Detention Ponds.** The Covenants attached as Exhibit 7 and which will be recorded against Willabay Meadows, states that the WMHOA shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas located in outlots. Failure of the WMHOA to maintain or repair the storm water management areas shall cause the Village to maintain or repair same. The Village shall be entitled to recover the cost for such maintenance or repair by special charge to all subdivision lots on a per capita basis. The special charge shall include the cost of retaining the services of any third party to perform the maintenance or repair along with the cost of imposing the special charge

SECTION 11.13. **Severability.** In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 11.14. **Village Not Partner.** The Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 11.15. **Captions.** This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 11.16. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the Village shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the Village that it may succeed to the Security as provided under this Agreement, in such manner and form acceptable to the Village Attorney, or assignee provides a Security acceptable to the Village.

SECTION 11.17. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 11.18. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 11.19 **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) five (5) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer:	LAND & LAKES DEVELOPMENT CO. ATTN: MARY MARGARET COWHEY 1400 E. TOUHY AVE. SUITE 220 DES PLAINES, IL 60018
With copy to:	CLAIR, THOMPSON AND POLLARD, S.C. ATTN: CHARLES W. POLLARD 617 E. WALWORTH AVE DELAVAN, WI 53115
If to Village:	VILLAGE CLERK'S OFFICE P.O. BOX 580 250 WILLIAMS STREET WILLIAMS BAY, WI 53191
With copy to:	VILLAGE ATTORNEY

ATTN: MARK A. SCHROEDER
CONSIGNY LAW FIRM, S.C.
303 EAST COURT STREET
JANESVILLE, WI 53545

SECTION 11.20 Public Improvements Corrections. Developer shall correct defects due to faulty materials or workmanship in any Improvement which appears within a period of one (1) year from the date of final completion of the Improvement, and shall pay for any damage resulting therefrom to Village property. Developer shall correct defects in the water main that do not meet the Standard Specifications for Sewer & Water Construction in Wisconsin (Sixth Edition) (SWS) and requirements set forth in NR 811, Subchapter X of the Wisconsin Administrative Code, which appear within a period of one (1) year from the date of final completion of the water main, and shall pay for any damages resulting therefrom to Village property. The Village may refuse to accept the water main unless and until it conforms to SWS and Wisconsin Administrative Code NR 811, Subchapter X. and Village standard material requirements. All guarantees or warranties for materials or workmanship which extend beyond the aforementioned guarantee shall be assigned by the Developer to the Village as beneficiary.

SECTION 12 SANITARY SEWER IMPROVEMENTS

SECTION 12.1 Sanitary Sewer Improvements. Certain sanitary sewer improvements, including repairing, replacing or expanding of the Existing Lift Station to fully service nearly half of the properties within the Village, including Willabay Meadows, are to be completed upon the agreed upon terms and conditions of the Sanitary Sewer Improvements Agreement attached as Exhibit 5.

SECTION 12.2 Developer's Share. The Developer shall be responsible for a total of One Hundred and Sixty Thousand Eight Hundred Seventy-Six (\$160,876) Dollars for its share of the Sanitary Sewer Improvements ("Developer's Share"). which shall be paid in increments of \$3,830.39 for each Lot. The Village shall notify the Developer, in writing, of the date of completion of the Sanitary Sewer Improvements. Developer shall, upon the latter to occur, (1) recordation of the final plat or (2) within sixty (60) days of the date of said written notice, pay to the Village the Developer's Share.

SECTION 12.3 Recordation of Memorandum of Agreement. The Village and Developer shall cause certain terms of the Sanitary Sewer Improvements Agreement to be recorded with the Walworth County Register of Deeds substantially in the form attached hereto as **Exhibit 9** and incorporated herein ("Memorandum of Agreement").

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

[Signatures Follow]

**VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")**

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public, _____ County, Wisconsin
My commission is permanent/expires: _____

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the Village of Williams Bay by
Resolution dated the _____ day of _____, 20__.

**LAND & LAKES DEVELOPMENT CO.
(The "Developer")**

By: _____
Mary Margaret Cowhey, its Vice President

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public, _____ County, Wisconsin
My commission is permanent/expires: _____

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

DEVELOPMENT AGREEMENT

EXHIBIT LIST

Exhibit 1	Legal Description of the Property
Exhibit 2	Petition for Direct Annexation by Unanimous Written Consent
Exhibit 3-1	Annexation Maps (Town of Geneva) (2 Sheets)
Exhibit 3-2	Annexation Maps (Town of Linn) (1 Sheet)
Exhibit 4-1	Preliminary Plat
Exhibit 4-2	Preliminary Engineering Plans (4 sheets)
Exhibit 4-3	Final Engineering Plans (TBD)
Exhibit 5	Sanitary Sewer Improvements Agreement
Exhibit 6	Woodland Preservation Easement
Exhibit 7	Declaration of Covenants, Conditions and Restrictions
Exhibit 8	Monotony Code
Exhibit 9	Memorandum of Agreement

DEVELOPMENT AGREEMENT

EXHIBIT 1

Legal Descriptions

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 2

Petition for Direct Annexation

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF
ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF
LINN, WALWORTH COUNTY, WISCONSIN TO THE VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN,
PURSUANT TO WIS. STAT. § 66.0217(2)**

TO: Village Board of Village of Williams Bay,
Walworth County, Wisconsin
c/o Tina Kolls, Village Clerk
Village Hall
250 Williams Street
Village of Williams Bay, WI 53191

Town Board of the Town of Geneva,
Walworth County, Wisconsin
c/o Debra Kirch, Town Clerk
Geneva Town Hall
N3496 Como Road
Lake Geneva, WI 53147

Town Board of the Town of Linn
Walworth County, Wisconsin
c/o Alyson Morris
Town Hall
W3728 Franklin Walsh St.
Zenda, WI 53195

Municipal Boundary Review
State of Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

THIS PETITION of POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation ("Petitioner"), as the owner of record of all of the real property in the territory sought to be annexed, such territory being more particularly described below, does respectfully state, represent, and show to the Village Board as follows:

1. Petitioner, whose address is Land and Lakes Development, 1400 E. Touhy Avenue Suite 220, Des Plaines IL 60018, Attention: Mary Margaret Cowhey, is the sole owner of record of the real property in the territory sought to be annexed, such property being located in Section 31 of the Town of Geneva, Walworth County, Wisconsin, and Section 5 of the Town of Linn, Walworth County Wisconsin, and more particularly described in the attached **Exhibit A** incorporated herein ("Subject Territory").

2. Petitioner respectfully requests all of the Subject Territory be annexed to the Village of Williams Bay, Walworth County, Wisconsin.

3. Attached hereto as **Exhibit B** and incorporated herein by reference is a scale map of the Subject Territory, in accordance with the provisions of Wis. Stat. §§ 66.0217(2) and 66.0217(5).

4. No electors reside in the Subject Territory sought to be annexed hereunder. The current population of the Subject Territory sought to be annexed hereunder is zero (0).

5. Petitioner will cause this Petition, the legal description, and the scale map of the Subject Territory to be annexed to be filed with the Village Clerk of the Village of Williams Bay, Walworth County, Wisconsin, the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, the Town Clerk of the Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, in accordance with the provisions of Wis. Stat. § 66.0217(2).

6. Petitioner requests the Subject Territory described herein be temporarily zoned as Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit C** incorporated herein. Petitioner's request for the assignment of temporary zoning is made pursuant to Wis. Stat § 66.0217(8).

7. Petitioner requests the Village of Williams Bay adopt an Annexation Ordinance, in substantial conformity with the attached **Exhibit D**, prior to any action by the village.

8. Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meet all legal requirements for annexation, and that such annexation is in the public interest.

Dated this ____ day of _____, 2024.

POPLAR RIDGE ESTATES DEVELOPMENT CO.,
an Illinois corporation, an affiliate of Land & Lakes
Development Co., an Illinois corporation

By: _____
Mary Margaret Cowhey, President

This instrument drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

PETITION FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

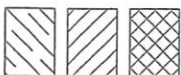
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PETITION FOR DIRECT ANNEXATION

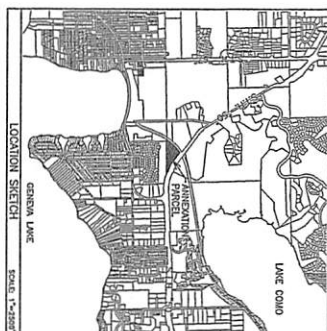
EXHIBIT B

Scale Maps

CIVIL DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING

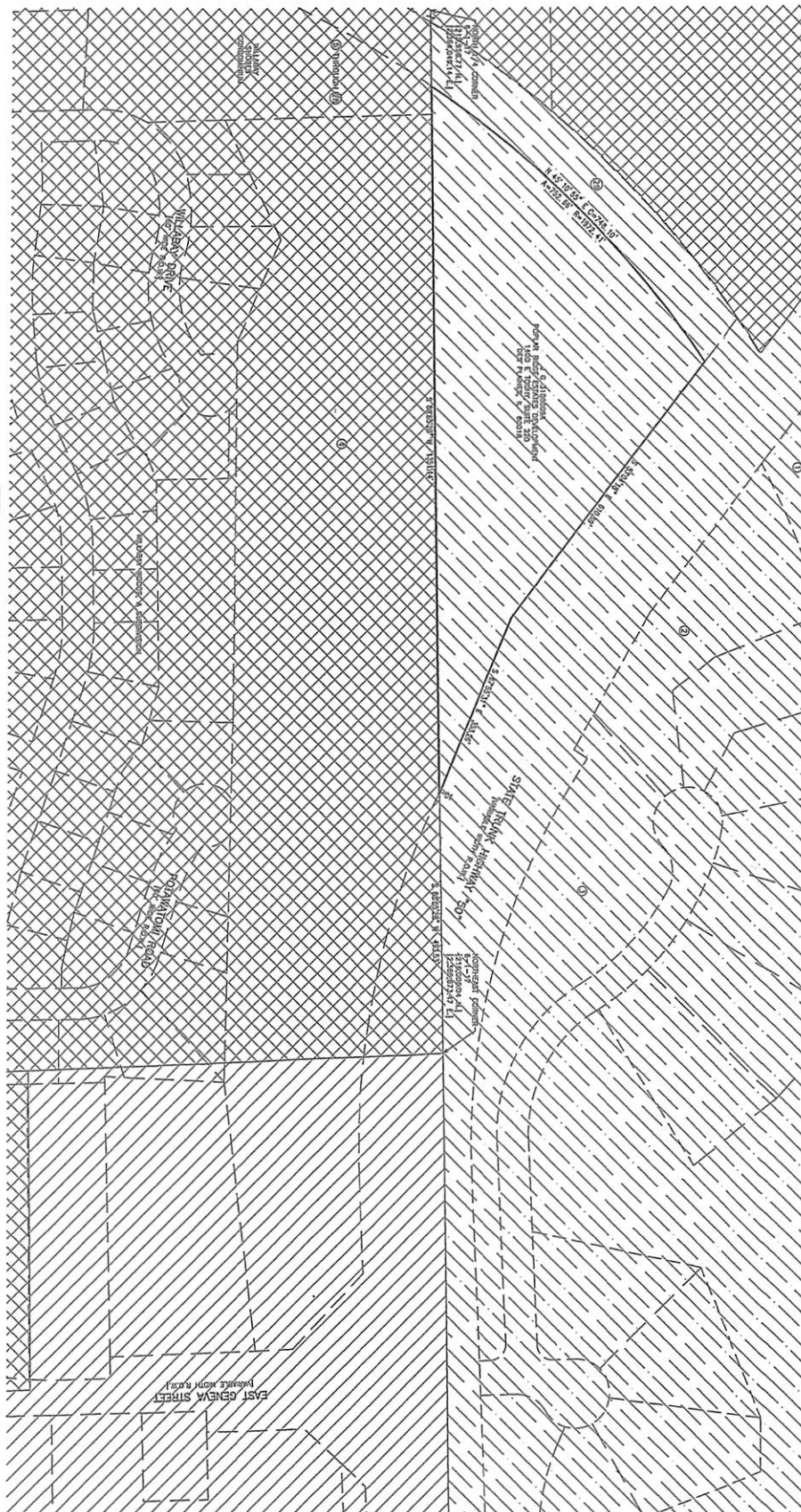


LANDS CURRENTLY IN THE TOWN OF LINN



SEE SHEET 2 FOR LIST OF ABUTTERS

CHURCH	ADAMS	CHURCH	BEARING	CHURCH	LENGTH	ARC	LENGTH
C1	1522.40'	S 63.5682° E	5.32'		5.32'		

[illegible]

ANNEXATION MAP
PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST
WALWORTH COUNTY, WISCONSIN

CRD NORTH
WISCONSIN STATE PLANE COORDINATE SYSTEM
SOUTH ZONE (NAD-83)
N. LINE OF THE NE 1/4 OF
SECTION 6-1-17 BEARS
N 88°55'28" E

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5886

- WORK ORDERED BY -
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOUHY SUITE 220
DES PLAINES, IL 60018

ANNEXATION MAP

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN



DEPARTMENT OF COMMERCE AND INDUSTRY

-- WORK ORDERED BY --
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E TOLUHY SUITE 220
DES PLAINES, IL 60018

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROXBURY COURT P.O. BOX 437
ELKSPER, WISCONSIN 53121
OFFICE: (312) 723-2238 FAX: (312) 723-5636

6078-09

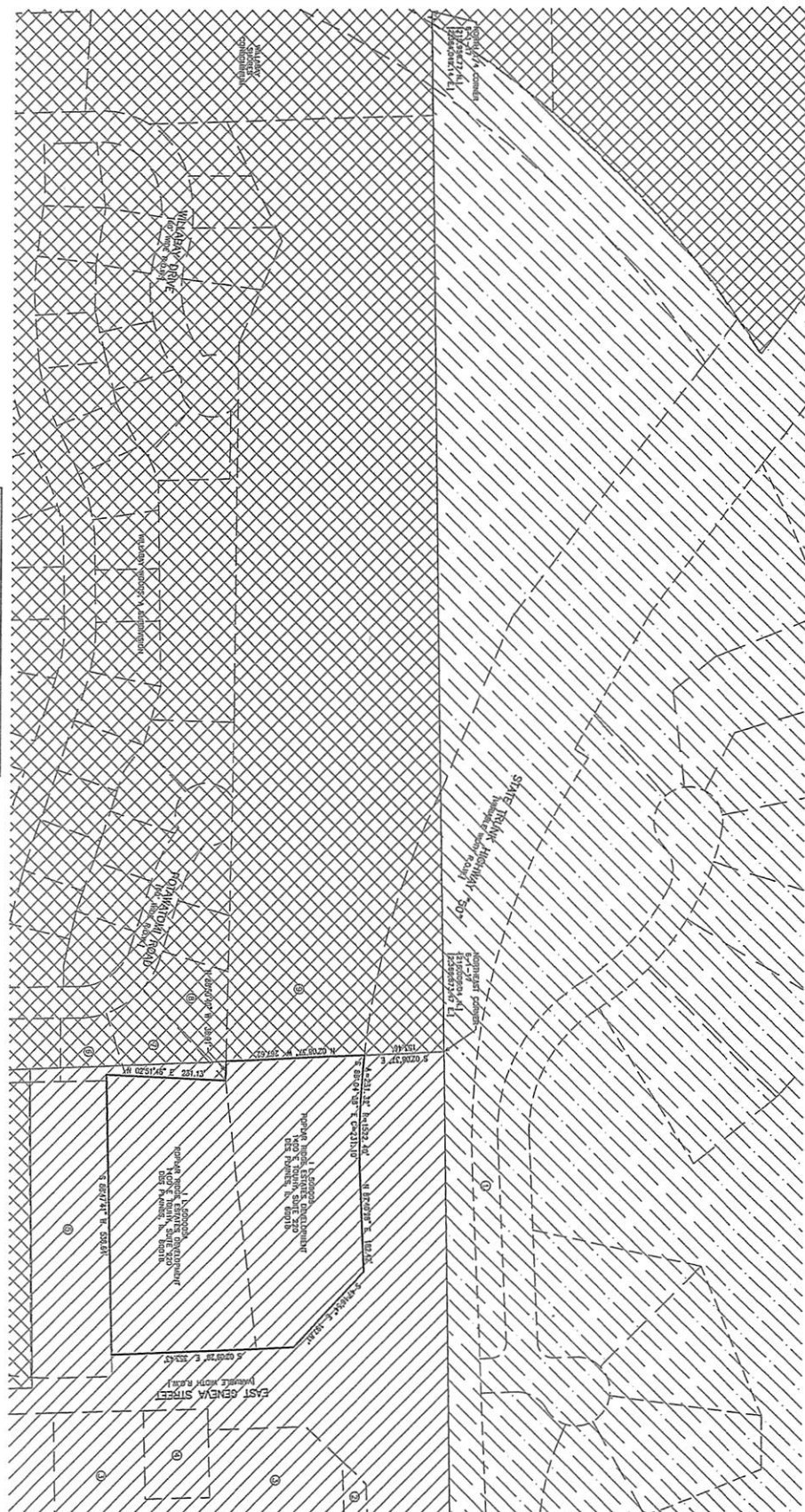
PROJECT NO.
5538.17

DATE
12/03/2021

SHEET NO.
2 OF 2

3 P 31000027
 PALAZZA GORDON NATIONAL, LLC
 1221 COLUMBIA AVENUE
 LAKE COHEN, IL 63147
 31000028
 PRESIDIO AT LAKESIDE BLVD UNIT
 1000 LAKESIDE BLVD
 SOUTH LAKEVIEW ROAD STATE B
 ST. CHARLES, IL 62219
 31000029
 PRESIDIO AT LAKESIDE CLON LK
 C/O MCDONALD, CHRISTOPHER
 SOUTH LAKEVIEW ROAD STATE B
 ST. CHARLES, IL 62219
 31000030
 TRUMP CORP
 1400 N. LAKEVIEW EAST
 1400 E. TOWNSH DRIVE UNIT 2
 DES PLAINES, IL 60015
 31000031
 MCDONALD'S LAKESIDE TRUST
 7125 N. LAKESIDE AVENUE #310
 LAKEVIEW, IL 62214
 31000032
 ELIZABETH H. ANDERSON
 1 HUNTER COURT UNIT 9
 CLERMONT, IN IL 33191
 31000033
 THOMAS H. KOSZLO
 1 HUNTER COURT UNIT 9
 CLERMONT, IN IL 33191
 31000034
 JOHN P. MCALPINY TRUST
 1000 N. LAKESIDE TRUST
 3315 N. UNION
 CHICAGO, IL 60641
 31000035
 LAKESIDE H. HONEY FAULT TRUST
 400 ARKANSAS BOULEVARD
 SPRINGFIELD, IL 62719
 31000036
 TED E. PLATON
 1000 N. LAKESIDE TRUST
 CYPRESS TRL 77433
 31000037
 REGGIE M. HANCOCK
 2221 HANCOCK LANE UNIT
 WATERFOORD, IL 62183
 31000038
 TRUMP CORP
 MARSHIA D. SPENCER
 8400 N. LAKESIDE
 EVANSTON PARK, IL 60203
 31000039
 DANIELA C. CROCKFORD
 410 ELIZABETH DRIVE
 TIGARD, OR, IL 02191
 31000040
 JILL C. PUTTICH TRUST
 C/O MCDONALD, CHRISTOPHER
 17 NEW FIELD DRIVE
 SUFFLED CROWN, IL 80039
 31000041
 DUNE CORP
 1400 N. LAKESIDE
 AVE AND MCDOUGAL
 40 HUNTER COURT UNIT 9
 CLERMONT, IN IL 33191
 31000042
 DUNE CORP
 1400 N. LAKESIDE
 AVE AND MCDOUGAL
 40 HUNTER COURT UNIT 9
 CLERMONT, IN IL 33191
 31000043
 ELIZABETH ANN MALONEY
 1 HUNTER COURT UNIT 9
 CLERMONT, IN IL 33191
 31000044
 MICHAEL A. PANDOLF
 1000 N. LAKESIDE TRUST
 3315 N. UNION
 CHICAGO, IL 60641
 31000045
 MARGARET EMERY COLLETT
 1000 N. LAKESIDE TRUST
 3315 N. UNION
 CHICAGO, IL 60641
 31000046
 PATRICK J. MALONEY
 1000 N. LAKESIDE TRUST
 3315 N. UNION
 CHICAGO, IL 60641
 31000047
 DUSTAN KOWALSKI TRUST
 6100 KOWALSKI LANE UNIT
 MAPLES, IL 34119
 31000048
 CROCKFORD & ANDERSON
 2221 HANCOCK LANE UNIT
 128733 BROWN PARK
 PALACE PARK, IL 60184
 31000049
 THOMAS CROCKFORD
 1240 N. S. VALE
 ARLINGTON HEIGHTS, IL 60004
 31000050
 ROBERT H. HANCOCK
 JILL C. PUTTICH TRUST
 C/O MCDONALD, CHRISTOPHER
 17 NEW FIELD DRIVE
 SUFFLED CROWN, IL 80039
 31000051
 COLUMBIAN COMMUNITY COLLEGE
 1000 N. LAKESIDE TRUST
 3315 N. UNION
 CHICAGO, IL 60641

ANNEXATION MAP



CRD NORTH
WISCONSIN STATE PLANE COORDINATE SYSTEM
SOUTH ZONE (NAD-83)
N. LINE OF THE NE 1/4 OF
SECTION 6-1-17 BEARS
N 88°55'28" E

CIVIL DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING


 = LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY

 = LANDS CURRENTLY IN THE TOWN OF LINN

 = LANDS CURRENTLY IN THE TOWN OF GENEVA



LIST OF ABUTTERS

- [illegible]

ment of the sediment ^{137}Cs and ^{134}Cs is discussed.
 Conclusions: A direct Cs: sediment ratio method has been developed for the determination of ^{137}Cs and ^{134}Cs in sediment.
 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652,

PETITION FOR DIRECT ANNEXATION

EXHIBIT C

Legal Description of Suburban Residential (SF-3) Zoning District

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500006A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 383.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PETITION FOR DIRECT ANNEXATION

EXHIBIT D

Proposed Ordinance

AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN, AND TOWN OF LINN, WALWORTH COUNTY, TO THE VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN

WHEREAS, POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, and an affiliate of Land & Lakes Development Co., an Illinois corporation (“Petitioner”), has made and filed with the Village Clerk of the Village of Williams Bay (“Village”) a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Geneva, Walworth County, Wisconsin, and Village of Williams Bay, Walworth County, Wisconsin, to the Village of Williams Bay, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) (“Annexation Petition”), in the office of the Village Clerk for the Village of Williams Bay, Walworth County, Wisconsin, on the ____ day of _____, 2024, requesting the annexation to the Village of lands described in **Exhibit A** attached hereto and incorporated herein by reference (“Subject Territory”), which such lands are contiguous to the Village; and

WHEREAS, it appears by acknowledgment of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Geneva, Walworth County, Wisconsin, Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the Village Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the Village and/or the Village’s Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the Village, and said Plan Commission has recommended annexing the Subject Territory to the Village; and

WHEREAS, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory to be annexed:

- a. That the annexation of the Subject Territory proposed to be annexed to the Village of Williams Bay, Walworth County, Wisconsin, is in the best interest of the Village.
- b. That the annexation of the Subject Territory proposed to be annexed will enable the Village to regulate and control development of these lands which are contiguous to the Village.
- c. That, upon annexation, the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached **Exhibit B** incorporated herein;

- d. That the annexation of the Subject Territory does not create a Town island under the provisions of Wis. Stat. § 66.0221.
- e. That the Village is in need of additional lands suitable for single-family residential development.

NOW, THEREFORE, the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the Village of Williams Bay, Walworth County, Wisconsin.
2. Those lands comprising the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the Suburban Residential (SF-3) Zoning District, in accordance with the attached Exhibit B incorporated herein.
3. Those lands comprising the Subject Territory shall be included within Supervisory District 7.
4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.
5. The Village Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.
6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the Village Board of the Village of Williams Bay, Walworth County, Wisconsin, this _____ day of _____, 2024.

William Duncan, Village President

ATTEST:

Tina Kolls, Village Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

APPROVED AS TO FORM:

Mark A. Schroeder, Village Attorney

ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT A

Legal Descriptions

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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ORDINANCE FOR DIRECT ANNEXATION

EXHIBIT B

Suburban Residential (SF-3) Zoning District

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

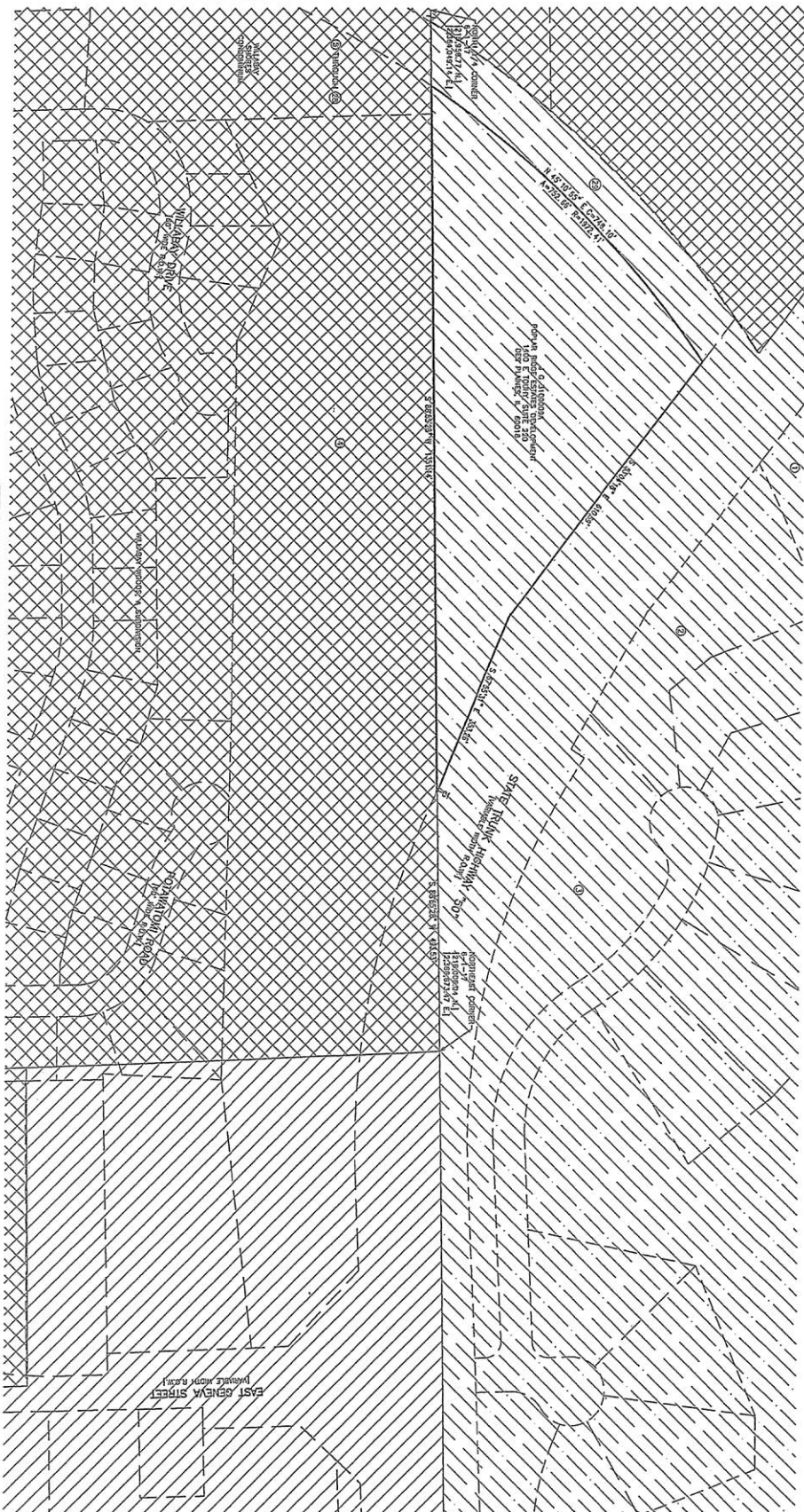
LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

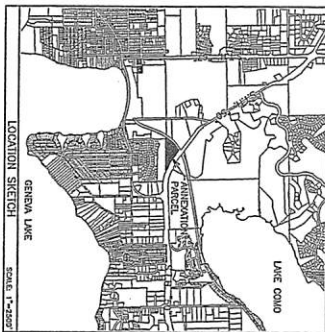
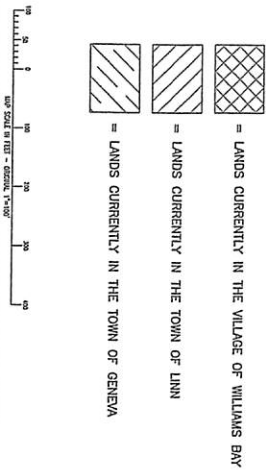
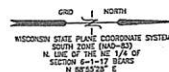
EXHIBIT 3-1

Town of Geneva
Annexation Map



CHARGE	PAYORS	CHORD	BEARING	CHORD	LENGTH	ANGLE	LENGTH
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SEE SHEET 2 FOR LIST OF ABUTTERS

[illegible]

LIST OF ABBREVIATIONS

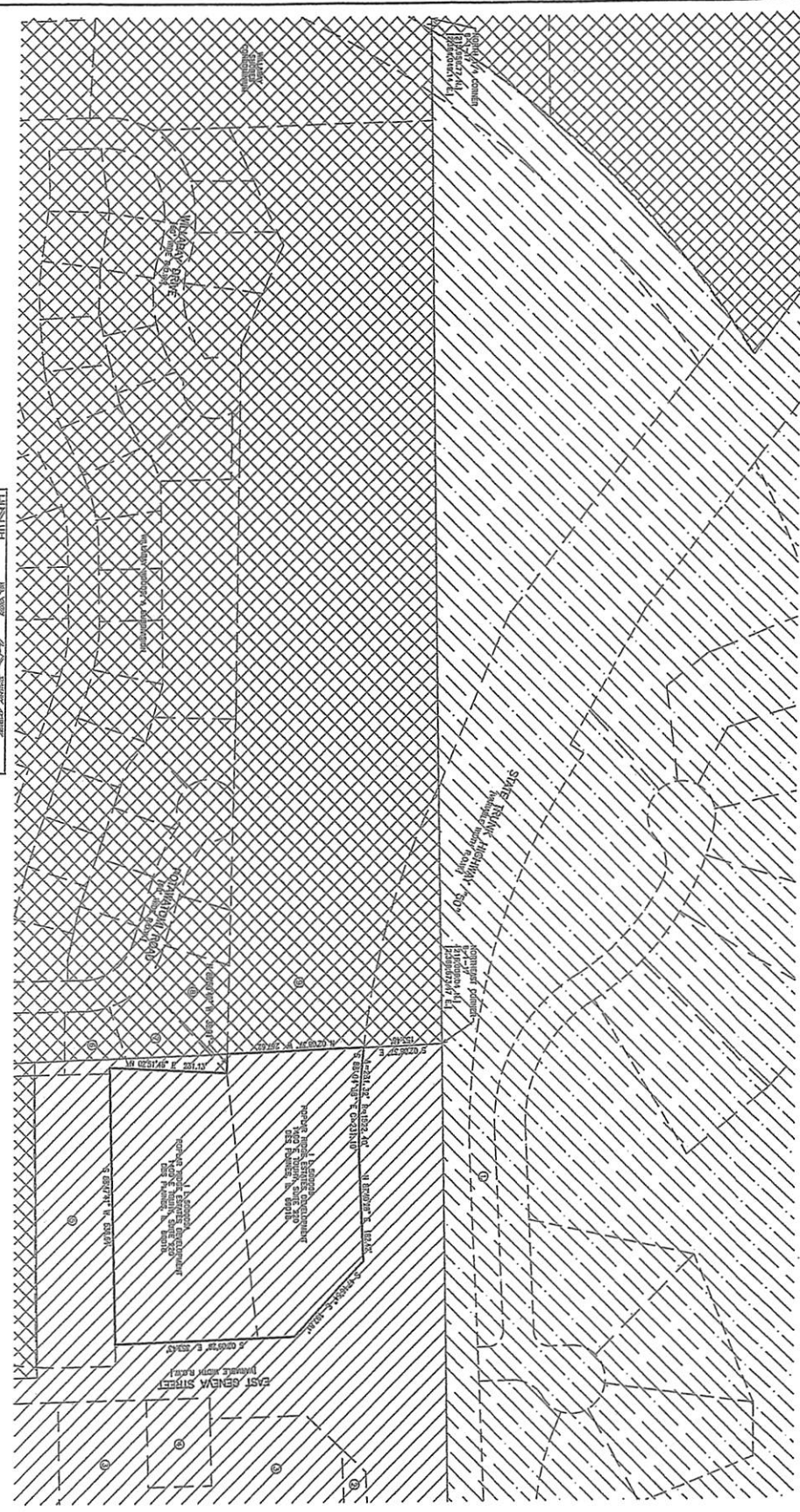
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DEVELOPMENT AGREEMENT

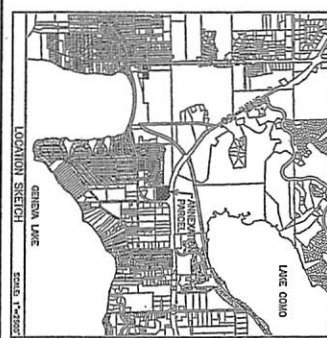
EXHIBIT 3-2

Town of Linn
Annexation Map

ANNEXATION MAP PART OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN



- CIVIL DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING
- LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
 - LANDS CURRENTLY IN THE TOWN OF LINN
 - LANDS CURRENTLY IN THE TOWN OF GENEA



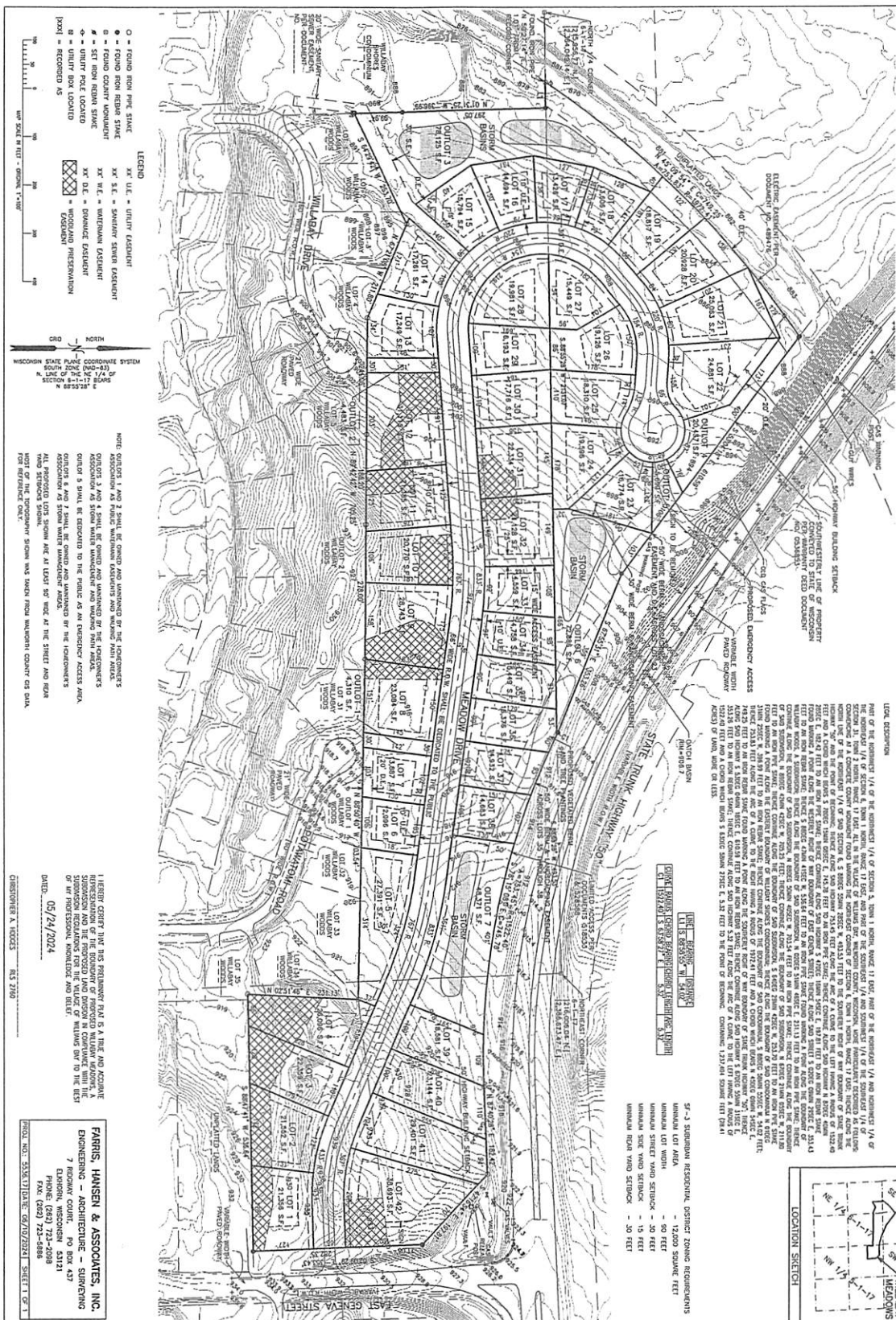
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DEVELOPMENT AGREEMENT

EXHIBIT 4-1

Preliminary Plat

WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY PLAT (ASSUMING POST-ANNEXATION STATE)
PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST,
AND PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 1 NORTH, RANGE 17 EAST,
WILKES COUNTY, WISCONSIN



DEVELOPMENT AGREEMENT

EXHIBIT 4-2

Preliminary Engineering Plans

THIS INFORMATION IS NOT TO BE RELEASED TO THE PUBLIC OR ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN AUTHORIZATION OF THE FBI. IT IS TO BE KEPT IN A SECURE PLACE AND NOT TO BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER DISCLOSED TO ANY OTHER PERSON OR ENTITY. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED FOR OFFICIAL USE. IT IS TO BE KEPT IN A SECURE PLACE AND NOT TO BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER DISCLOSED TO ANY OTHER PERSON OR ENTITY. IT IS TO BE DESTROYED WHEN NO LONGER NEEDED FOR OFFICIAL USE.

55

DATE	DESCRIPTION	AMOUNT	BALANCE
0-10	SILTY CLAY LOAM	10.00	
0-60	SILTY CLAY LOAM	60.00	
60-90	GRAVELLY SANDY CLAY LOAM	90.00	
90-149	GRAVELLY SANDY CLAY LOAM	149.00	

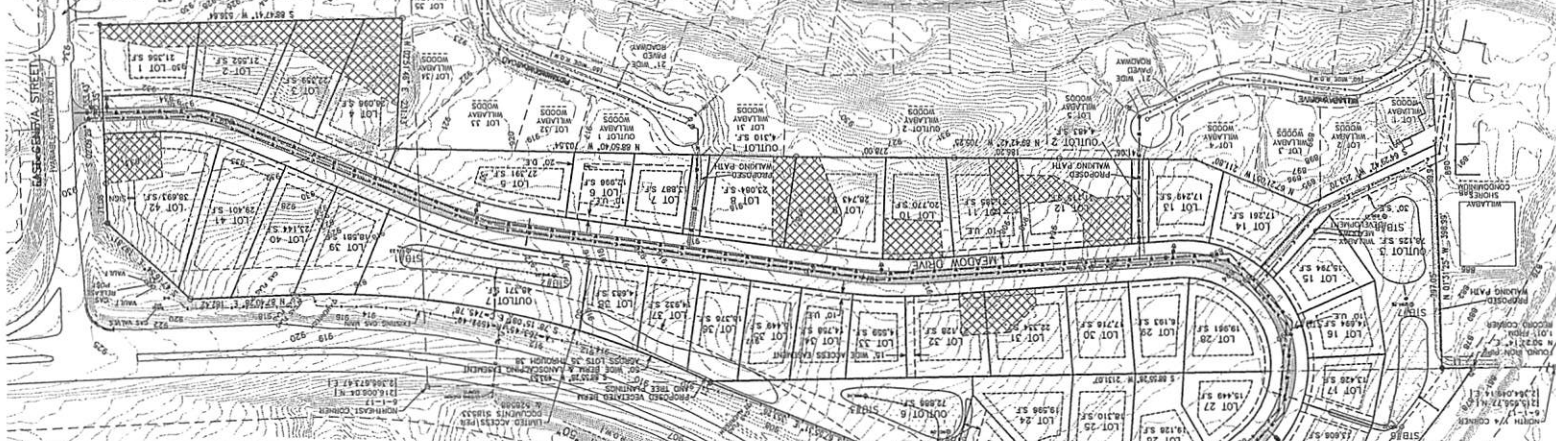


PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST

WILLABAT MEADOWS, A SUBDIVISION



SITE SUMMARY	
SITE AREA	- 28.4 ACRES
EXISTING ZONING	- TOWN OF CENEVA A-3
	- TOWN OF LAIN R-1
	- VILLAGE OF WILLIAMS BAY SF-3



SHEET 1	-	OVERALL SITE DEVELOPMENT PLAN
SHEETS 2-3	-	DETAILED SITE, GRADING, DRAINAGE & EROSION CONTROL PLANS
SHEET 4	-	PROPOSED CONNECTION TO EXISTING SANITARY SEWER

SHEET # _____ = PROPOSED CONNECTION TO EXISTING SANITARY SEWER

Most of the topography shown was taken from Waltham County OS data. For reference only.

1 OF 4
SHEET NO.

DATE	DESCRIPTION	AMOUNT	CITY
1900	...	...	...
1901	...	...	...
1902	...	...	...
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2013	...	...	...
2014	...	...	...
2015	...		

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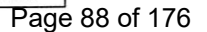
- WORK ORDERED BY -
LAND AND LAKES DEVELOPMENT
6400 SHAFER CT SUITE 325
ROSEMONT, IL 60018

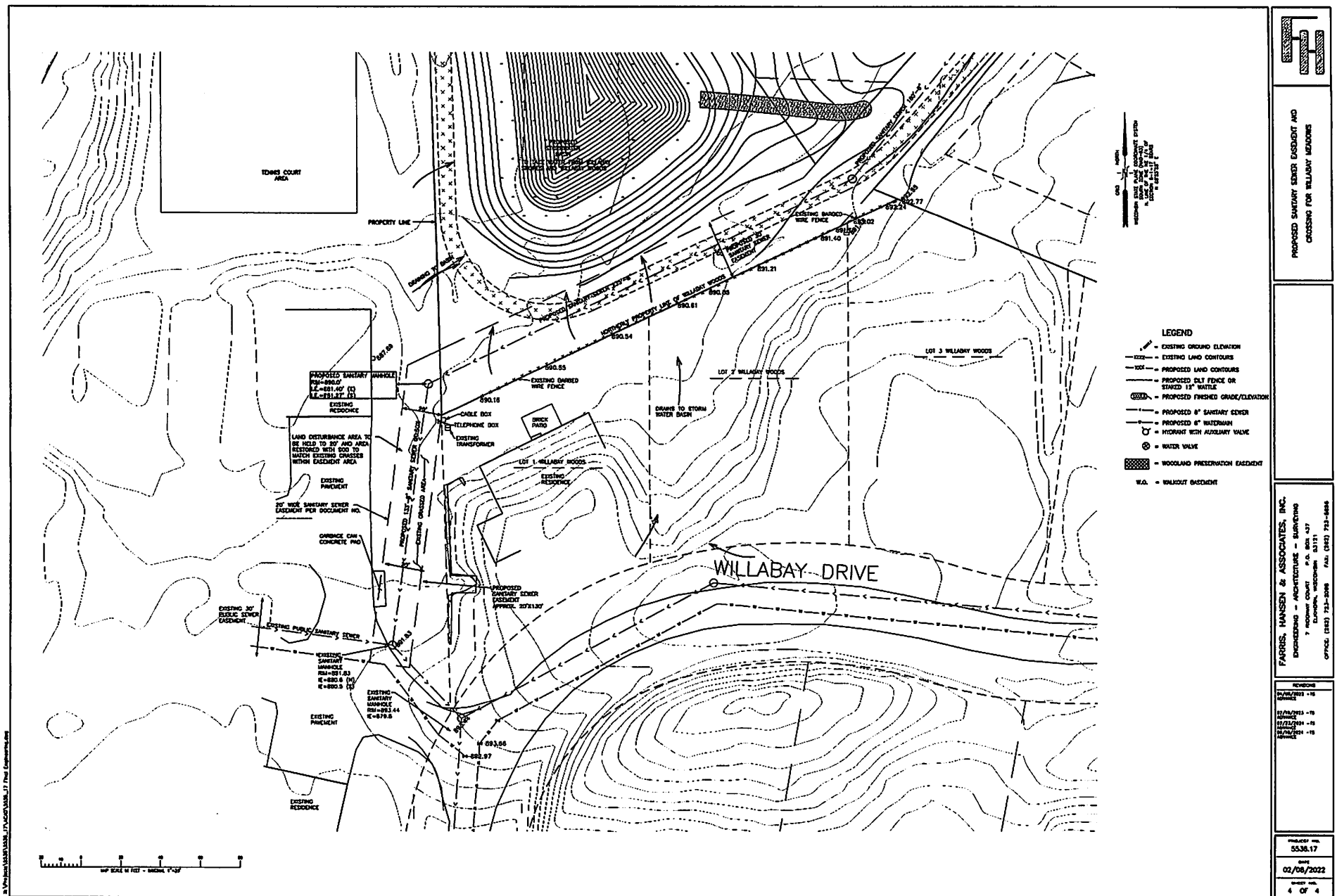
REVISIONS	PROJECT NO.	DATE
14/09/2013 - 15 ADVANCE	5536.17	12-02-2020
05/01/2013 - 15 ADVANCE		
11/06/2013 - 15 ADVANCE		
01/09/2014 - 15 ADVANCE		
01/09/2014 - 15 ADVANCE		
02/09/2014 - 15 ADVANCE		
02/09/2014 - 15 ADVANCE		
02/09/2014 - 15 ADVANCE		

SHEET NO. 2 OF 4



WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN





DEVELOPMENT AGREEMENT

EXHIBIT 4-3

Final Engineering Plans

DEVELOPMENT AGREEMENT

EXHIBIT 5

Sanitary Sewer Improvements Agreement

SANITARY SEWER IMPROVEMENTS AGREEMENT

This Sanitary Sewer Improvements Agreement ("Agreement") is made the ____ day of _____, 2024, among the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village"), and POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, and affiliate of Land & Lakes Development Co., an Illinois corporation ("Developer").

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. ch. 61, with authority to enter into this Agreement under its ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 ("Williams Bay Property"), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A ("Geneva Property"), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel No. I L 500005 and I L 50005A ("Linn Property"), more particularly described on **Exhibit "A"** incorporated herein (collectively "Willabay Meadows"); and

WHEREAS, the Developer desires to develop the Willabay Meadows as a fully integrated, residential development of single-family homes;

WHEREAS, the Village desires to repair, replace or expand an existing lift station located at Harris Road and downstream 8-inch sewage force main between Harris Road and Elkhorn Road servicing nearly half of the properties within the Village, including Willabay Meadows ("Sanitary Sewer Improvements"),

WHEREAS, the Village and Developer desire to provide for the construction related to the Sanitary Sewer Improvements, and their financing, pursuant to this Agreement; and

WHEREAS the Village and Developer desire to enter into this Agreement.

**SECTION 1
RESTATEMENT OF RECITALS**

1.01 The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

**SECTION 2
CONSTRUCTION**

2.01 The Sanitary Sewer Improvements have been designed by the Village Engineer and agreed upon by the Director of Public Works. The Village shall be responsible for completion of the Sanitary Sewer Improvements and shall use its best efforts to obtain the necessary local, state, and federal approvals to complete the project; and further it shall use its best efforts to complete the project by the estimated completion date – _____.

**SECTION 3
DEVELOPER'S SHARE**

3.01 The Developer shall be responsible for a total of One Hundred and Sixty Thousand Eight Hundred Seventy-Six (\$160,876) Dollars for its share of the Sanitary Sewer Improvements ("Developer's Share"), which shall be paid within sixty (60) days of the date of written notice of completion of the Sanitary Sewer Improvements, except that the sixty (60) days shall not begin to toll until final approval of final plat as described in Section 3.03 herein.

3.02 The Developer shall not be obligated to pay for any portion of the Developer's Share until and unless the Sanitary Sewer Improvements are completed and capable of providing sufficient service to the Lots within the Willabay Meadows.

3.03 The Developer shall only be responsible for payment of the Developer's Share should the Developer be approved of its final plat for a residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet for the Willabay Meadows. The Developer shall have no responsibility for any costs of the Village for the Sanitary Sewer Improvements should the Developer fail to obtain final plat approval as stated above.

SECTION 4 VILLAGE'S SHARE

4.01 The Village shall be responsible for any amounts in excess of the Developer's Share. Moreover, the Village shall be make timely payments for the continuance of construction, regardless of the schedule of payments for the Developer's Share.

SECTION 5 MISCELLANEOUS

5.01 The intent of this Agreement is for the Village and the Developer to work cooperatively to schedule and renovate the Sanitary Sewer Improvements. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and the Developer, other than as set forth herein and in the Preannexation Agreement and Development Agreement, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, charge, or addition to this Agreement shall be binding upon either party unless made in writing by the Village Board and the Developer, and signed by them.

5.02 In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall no affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

5.03 The Village and Developer do not, in any way or for any purpose, become partners, employers, principals, agents, or joint venturers.

5.04 This Agreement shall be construed under the laws of the State of Wisconsin.

5.05 This Agreement, and all other documents or instruments that may be

required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this instrument effective as of _____, __, 2024.

VILLAGE OF WILLIAMS BAY

LAND & LAKES DEVELOPMENT CO.

By: _____
William Duncan, Village President

By: _____
Mary Margaret Cowhey, Vice President

Attest: _____
_____, Village Clerk

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the VILLAGE OF WILLIAMS BAY by Resolution dated the ____ day of _____, 2024.

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Telephone: (262) 728-9196
E-mail: chadpollard@clairlaw.com
www.clairlaw.com

SANITARY SEWER IMPROVEMENTS AGREEMENT

EXHIBIT A

Legal Descriptions

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNCK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNCK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNCK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 6

Woodland Preservation Easement

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

THIS DECLARATION OF WOODLAND PRESERVATION EASEMENT ("Declaration") by POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation ("Declarant"), having an address at 1400 Touhy, Suite 220, Des Plaines, IL 60018.

RECITALS

WHEREAS, the Declarant is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 ("Williams Bay Property"), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A ("Geneva Property"), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A ("Linn Property"), more particularly described on **Exhibit 1** incorporated herein (collectively "Willabay Meadows"); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat (attached hereto as **Exhibit 2** dated 5-24-2024 and preliminary engineering plans prepared by Farris, Hansen & Associates, Inc. dated 12-02-2020 (Revised 6-10-2024);

WHEREAS, in recognition of the continuing benefit to the Willabay Meadows; the protection of scenic, natural resources, environmental, health, safety, and other resources; Declarant agrees to place certain Restrictive Covenants on a portions of certain lots within the Willabay Meadows as depicted on the Development Plan (the "Restricted Property"), in order that the Restricted Property shall remain substantially in its natural condition forever; and

NOW, THEREFORE, for good and valuable consideration, Declarant hereby declares that the Restricted Property shall be held, occupied, and used, and shall be transferred, conveyed, leased, or otherwise disposed of subject to the following Restrictive Covenants, which shall run with the land and be binding on all heirs, successors, assigns lessees, other occupiers and users (they are included in the term, "Declarant").

1. Prohibitions. The Declarant shall ensure that these prohibitions shall run with the Restricted Property in perpetuity, and be binding on the Declarant and its successors, assigns, lessees, and other occupiers and users. These Restrictive Covenants are subject to Declarant's reserved rights, which follow.

(a) **General.** There shall be no future filling, flooding, excavating, mining or drilling; no removal of natural materials; and no alteration of the topography which would materially affect the Restricted Property in any manner, except as authorized by the Village of Williams Bay.

(b) **Waters and Wetlands.** In addition to the general restrictions above, within the Restricted Property there shall be no draining, dredging, damming or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, or reducing the reach of waters; and no other discharges or activity requiring a permit under applicable water pollution control laws or regulations, except as authorized by the Village of Williams Bay.

(c) **Trees/Vegetation.** On the Restricted Property there shall be no clearing, burning, cutting or destroying of trees, except removal or trimming of trees hazardous to person or property, invasive species, or of timber downed or damaged due to natural disaster, or as authorized by the Village of Williams Bay.

(d) **Disposal.** There shall be no dumping of trash, waste, garbage or toxic, unsightly, hazardous or offensive material on the Restricted Property.

(e) **Uses.** No agricultural, industrial, mining, logging or commercial activity shall be undertaken or allowed on the Restricted Property. Declarant and future owners of lots within Willabay Meadows reserve the right to undertake, animal grazing, landscape and garden uses, or recreational uses to the extent that they are not inconsistent with this Declaration, the preservation of the Restricted Property substantially in its natural condition, or the protection of its environmental systems.

(f) **Utilities.** As deemed necessary by Declarant or subsequent lot owner, above and below ground utilities and structures may be placed within the Restricted Property.

(g) **Roads.** There shall be no construction of roads on the Restricted Property.

2. General Conditions.

(a) **Other Restrictions.** The Declarant represents and warrants that no restriction of record on the use of the Restricted Property, nor any presently existing future estate or interest in the Restricted Property, nor any lien, obligation, covenant, limitation, lease, mortgage or encumbrance of any kind precludes the imposition of the restrictions, covenants, obligations or agreements of this Declaration, or the maintenance of the Restricted Property in accordance herewith.

(b) **Existing Conditions.** The Declarant represents and warrants that at the time of the execution of this Declaration, no structures of any kind, including any roads, nor any violations of any of these Restrictive Covenants exist on the Restricted Property.

(c) **Reserved Rights.** The Restrictive Covenants set forth in this Declaration are created solely for the protection of the Restricted Property. Declarant reserves ownership of the fee simple estate upon the Restricted Property and all rights appertaining thereto, including the right to engage in all acts or uses not prohibited by this Declaration and not inconsistent with the conservation purposes hereof, until the Restricted Property is sold to a third party. It is expressly understood and agreed that the terms of this Declaration do not grant or convey to members of the general public any rights of ownership, entry or use of the Restricted Property.

(d) **Enforcement.** The Declarant – until Declarant turns over Willabay Meadows to the homeowners association or assigns its interest herein – has the discretionary right to enforce the Restrictive Covenants set forth in this Declaration in a judicial action against any person or other entity violating or attempting to violate these Restrictive Covenants; provided, however, that no violation of these Restrictive Covenants shall result in a forfeiture or reversion of title.

[Signature Page Follows]

IN WITNESS WHEREOF, the party has executed this Agreement on the date first written above.

POPLAR RIDGE DEVELOPMENT CO., an Illinois corporation, an affiliate of Land & Lakes Development Co., an Illinois corporation (The "Declarant")

By: _____
Mary Margaret Cowhey, its President

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
E-mail: chadpollard@clairlaw.com

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

EXHIBIT A

Legal Description

(Lots 1-4; 8-12; 31-32; and 42 anticipated with confirmation upon recording of final plat)

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

EXHIBIT B

Preliminary Plat

DEVELOPMENT AGREEMENT

EXHIBIT 7

Declaration of Covenants, Conditions and Restrictions

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WILLABAY MEADOWS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WILLABAY MEADOWS SUBDIVISION (the "Declaration") is made this _____ day of _____, 2024 by POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation, "Declarant" and developer of the subdivision known as: "Willabay Meadows", Village of Williams Bay, WI.

P R E A M B L E S:

Declarant owns fee simple title to a certain parcel of real estate in the Village of Williams Bay, County of Walworth, State of Wisconsin, legally described in "Exhibit "A" attached hereto and made a part hereof (the "Property"); and

The Declarant, also sometimes referred to as the "Developer", desires to develop a single-family residential development on the Property to be known as Willabay Meadows (the "Subdivision"); and Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be, held, transferred, sold, conveyed, and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

Definitions

- 1.1 **"Association"** shall mean and refer to the Willabay Meadows Homeowner's Association, Inc., a Wisconsin nonstock, nonprofit corporation, its successors and assigns.
- 1.2 **"Declarant"** shall mean and refer to LAND & LAKES DEVELOPMENT CO., and its designated successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein.
- 1.3 **"Dwelling"** shall mean any building located on a Lot and intended for the shelter and housing of a single family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.4 **"Improvement" or "Improvements"** shall mean and include a Dwelling, any and all buildings, out buildings, driveways, pedestrian walkways, walls, fences, decks, patios, hedges, lawns, sidewalks, mailboxes, planted trees, shrubs and all other structures or landscaping improvements of every kind and description, including any changes in grade or slope.
- 1.5 **"Lot"** shall mean each of the Lots of the Property as established pursuant to the Subdivision Plat.

- 1.6 **“Lot Deed”** shall mean the deed of the Declarant conveying a Lot to an Owner.
- 1.7 **“Mortgage”** shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such Property.
- 1.8 **“Outlot”** shall mean Outlots depicted on the Subdivision Plat.
- 1.9 **“Owner”** shall mean and refer to the record owner, whether one or more persons, of fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.10 **“Person” or “Persons”** shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- 1.11 **“Property”** shall mean and refer to the real estate legally described in “Exhibit A” attached hereto and made part hereof.
- 1.12 **“Subdivision Plat”** shall mean the plat of subdivision for Willabay Meadows as recorded in the Office of the Register of Deeds of Walworth County, State of Wisconsin.
- 1.13 **“Village”** shall mean the Village of Williams Bay, State of Wisconsin.

ARTICLE II

Declaration Purpose and Property Subjected to Declaration

- 2.1 The Declarant desires to create on the Property a single-family development for future owners of Lots for the following general purposes:
- (a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a community of single-family Dwellings by the imposition of the covenants, conditions, restrictions, and easements as hereinafter set forth, for the benefit of the Property and the Owners.
- (b) By the imposition of the covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to provide a plan for development of the Property, which is intended to enhance and protect the value of the residential community.
- 2.2 To further the general purposes herein expressed, the Declarant for itself, and its successors and assigns, hereby declares that the Property at all times shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements as hereinafter set forth in this Declaration.

ARTICLE III

General Restrictions

- 3.1** All Lots shall be used for single-family Dwellings. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly, and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all driveways and similar areas serving said Lot, and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules, and regulations.
- 3.2** All Improvements shall be constructed in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules, and regulations.
- 3.3** Construction of Improvements shall be done at certain times and dates in accordance with Village of Williams Bay ordinances.
- 3.4** Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, camper, boat, snowmobile, tent, shack, or other similar improvement shall be located upon the Lots. The provisions of this paragraph do not, however, apply to construction trailers or sales trailers or other temporary structure or vehicle used or maintained by Declarant, or its contractors or agents, during periods of construction.
- 3.5** No business may be conducted on the premises of any lot owner, except as may be permitted by the Village of Williams Bay, Walworth County, Wisconsin. Notwithstanding the foregoing, the owners of any individual residential unit may have traditional garage or yard sales during daylight hours only, with the duration of said sales not to exceed 72 hours with not more than two such sales in any single calendar year.
- 3.6** No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles will be properly screened. Landscaping and grass shall be kept trim and neat. No burning of refuse or building materials will be permitted. No unimproved Lot shall be planted with anything other than grass. Each Owner of a vacant Lot shall keep the Lot in a clean and sightly condition and all natural growth shall be kept trim and neat and maintained in accordance with all Village ordinances.
- 3.7** Trucks, boats, recreational vehicles, trailers, or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling, and their repair or maintenance shall not be permitted except within the confines of the Garage. Parking of commercial vehicles on any Lot, and habitual parking on roadways is prohibited. "Habitual Parking" is defined for purposes of this paragraph as parking such vehicles on the roadway overnight. The restrictions of this paragraph, however, shall not apply to equipment and materials used during periods of construction.
- 3.8** No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

- 3.9** Each Owner shall keep all areas of the Lots, including drainage easements, designed, or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstruction shall be planted, placed, or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or re-directing swales, ditches, or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.
- 3.10** No noxious or offensive activity shall be carried on, in or upon any Lot or elsewhere within the Subdivision. No plants, seeds, or other things harboring infectious plant diseases or noxious insects shall be introduced or maintained on any Lot.
- 3.11** Utilization of insect zappers or similar insect elimination devices is strictly prohibited.
- 3.12** All mailboxes and posts shall be in compliance and governed by the United States Postal Service Regulations.
- 3.13** All power lines, phone lines, television cable or other wiring or pipes must be underground.
- 3.14** No window air conditioning units shall be permitted in any Dwelling or outbuilding.
- 3.15** Each Lot shall be permitted to have a maximum of one flagpole of not greater than 20 feet in height. No flags shall be flown or displayed in the Subdivision which are greater than 24 square feet in size.
- 3.16** No billboards or any advertising signs shall be erected, placed, permitted, or maintained on any Lot or Improvement except "For Sale" signs not to exceed six (6) square feet which shall be removed upon closing of a sale.
- 3.17** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within twenty-four (24) months of commencement of construction unless Declarant agrees in writing otherwise.
- 3.18** All Dwelling Square Footage requirements shall be in accordance with the Village Ordinance for the underlying zoning district of Willabay Meadows.
- 3.19** A new home cannot have the same front elevation compared to either of the homes on each side, or the home most directly across the street, or the homes on each side of the home across the street. The result is that for any 6-home sequence (3-home along both sides of the street), the front elevation of the houses are all different from one-another. Note that this is a running requirement – meaning that each possible 6-home block cannot have repeats. For any of the same 6-home sequence, the main exterior elevation and color combination cannot be repeated.

- 3.20** All driveways and driveway aprons shall be surfaced with a hard surface consisting of either asphalt or Portland cement.
- 3.21** Fences shall be allowed in accordance with the Village Ordinances.
- 3.22** Street Trees: The Village of Williams Bay shall install street trees. Purchasers acknowledge that the Village of Williams Bay retains the right to enter upon the individual Lots to install the trees as called for. Purchasers further acknowledge that purchaser is responsible for the maintenance of any trees located on their individual lot, including watering and fertilizing. Failure to properly maintain the trees may result in the trees being replaced by the Village of Williams Bay at the expense of the Lot Owner. In addition, purchasers acknowledge that, depending upon their individual construction schedule, the street trees may be installed prior to purchaser beginning construction on the Lot. In the event the tree(s) is damaged during construction, Lot Owner shall be responsible for the cost of replacement.
- 3.23** Impact Fees: Developer discloses that the Village has impact fees which may be due and payable prior to a building permit being issued. The Lot Owner is advised to contact the Village as to the amount of impact fees.
- 3.24** Any Lot Owner who in the course of constructing Dwellings or any other Improvements causes damage to any public improvements or any other property, including, but not limited to, roads, street trees and/or water and sewer lines, shall be responsible for the repair thereof.

ARTICLE IV

Easements

- 4.1** A utility and enforcement easement is hereby granted to the Village of Williams Bay, Walworth County, and other governmental bodies having jurisdiction over the Property and utility companies providing service to the Property or other property in the vicinity of the Property, over, on and across the Property for the purpose of enforcing applicable laws, making repairs, installing and servicing utilities and drainage, and providing public and emergency services.
- 4.2** The Declarant and the Lot Owner hereby reserve the right to retain easements on any Lot for the purpose of placing signs thereon (including related improvements and landscaping) identifying the Subdivision.
- 4.3** The Property shall be subject to those additional easements as set forth on the final plat.

ARTICLE V

Willabay Meadows Homeowners Association

- 5.1** Declarant has caused or shall cause the Association to be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. The Association shall be the governing body for all of the Owners for the administration, operation and maintenance, repair and replacement of Improvements related to the Outlots, including the storm water maintenance improvements, which includes storm water basins on Outlots 3, 6, and 7; the emergency access drive on Outlot 5; and the proposed walking paths on Outlots 1, 2, and 3. In the event the Association does not properly maintain the Outlots, the Village may send written notice to the Association indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fourteen (14) days to correct the problem. If the facilities are not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village shall then have the authority to maintain any such facilities referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village, such charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.
- 5.2** Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. Each Owner of a Lot (other than Declarant) shall be a "Class A Member"; and the Declarant shall be a "Class B Member" with respect to its ownership of Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change. If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed.
- 5.3** Declarant, Lot Owners and the Village from time to time, shall have the right jointly, and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall be a violation of any restriction or covenant on any Lot, then Declarant, or Village shall have, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily to remedy such violation at the expense of the Owner, and such entry and remedy shall not be deemed a trespass. In no event shall the failure to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to enforce any such violation or any subsequent violation. No right or action shall accrue or be brought or maintained by any person against

Declarant, or Village for or on account of delay in bringing, or failure to bring, any action or enforcement proceedings on account of any breach of any covenant or restriction or for imposing any covenant or restriction which may be unenforceable.

- 5.4 The Declarant or Developer shall maintain control of the Association until the Declarant's rights are turned over, which turnover date shall occur upon the first to occur (1) written notice to the Lot Owners or (2) after twenty (20) years from the date of this Agreement. Except that the Declarant's rights shall turnover automatically upon the date Declarant or Developer no longer holds an interest in any Lot (hereinafter referred to as "Turnover Date").

ARTICLE VI

ASSESSMENTS

- 6.1 The regular assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Common Expenses and Duplex Expenses, and accumulating reserves for any such expenses.
- 6.2 Each year on or before December 1, the Association's board of directors shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements related to the Outlots, including the storm water maintenance improvements, which includes the storm water basins on Outlots 3, 6, and 7; the emergency access drive on Outlot 5; and the proposed walking paths on Outlots 1, 2, and 3., or as otherwise provided in this Declaration; the cost of insurance for the Outlots and the storm water improvements; the cost of general and special real estate taxes and assessments levied or assessed against the Outlots owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Outlots and storm water improvements; if not separately metered or charged to the Owners, the cost of necessary utility services to the Outlots and storm water improvements; costs, expenses, fees or charges payable to the Village pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners (hereinafter "Expenses").

(b) The estimated amount, if any, to maintain adequate reserves for expenses described herein.

(c) The amount of regular assessments payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above.

(d) That portion of the regular assessments which shall be payable by the Owner each month until the next regular assessment becomes effective, which monthly amount shall be equal to the regular assessment, divided by the number of Lots, divided by

12, so that each Owner shall pay equal regular assessments for each Lot owned.

(e) The amount of special assessments, if any, payable by the Owners.

- 6.3** In addition to the regular assessments, the Board shall levy special assessments special assessments which shall be assessed and levied as necessary to: (i) pay for the cost of damage caused by the negligent or willful conduct of any Owner; or (ii) pay for the cost of extraordinary expenses of the Association.
- 6.4** Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the development has been fully constructed as shown on final plat and (ii) all proposed Lots have been sold and are occupied. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the regular assessment an amount equal to the budgeted regular assessment as shown on the Stabilized Budget divided by the number of planned Lots as shown on the final plat, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Lot owned by the Owner, a monthly regular assessment equal to what the Owner would be paying if the development were fully constructed pursuant to the final plat and all proposed Lots have been built and are occupied. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.
- 6.5** Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, shall bind any person at any time, any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence

ARTICLE 7

General Provisions

- 7.1** The covenants and restrictions of this Declaration shall run with the land, and bind the Owners and shall inure to the benefit of and be enforceable by the Owner of any Lot subject

to this Declaration, the Declarant, the Village, or their respective legal representatives, heirs, successors, and assigns, for a term of (20) years from the date this Declaration is recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as herein provided.

- 7.2 Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, shall bind any person at any time, any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.
- 7.3 Declarant, Lot Owners and the Village from time to time, shall have the right jointly, and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall be a violation of any restriction or covenant on any Lot, then Declarant, or Village shall have, in addition to the foregoing right, the right to enter upon the property where such violation exists and summarily to remedy such violation at the expense of the Owner, and such entry and remedy shall not be deemed a trespass. In no event shall the failure to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to enforce any such violation or any subsequent violation. No right or action shall accrue or be brought or maintained by any person against Declarant, or Village for or on account of delay in bringing, or failure to bring, any action or enforcement proceedings on account of any breach of any covenant or restriction or for imposing any covenant or restriction which may be unenforceable.
- 7.4 Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any Person or entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation or to recover damages, or to enforce any lien created by this Declaration. Should Declarant, the Village or the Individual Lot Owner(s) take any action hereunder or seek legal action or appoint legal counsel to enforce any covenant or restriction or to prosecute the violation or attempt to violate any term hereof, then all costs and expenses incurred by Declarant, the Village or the Individual Lot Owner(s) by reason thereof, including attorneys' fees and expenses, shall be recoverable against and paid by those persons or entity against whom such enforcement or prosecution is brought. The Declarant, the Village or the Individual Lot Owner(s) shall have a lien against any Lot owned by any such person in order to secure payment of all such costs, expenses and fees.

- 7.5** Subject to the other provisions of these Covenants, the Owners may revoke, modify, amend or supplement in whole or in part, any or all of the covenants, obligations and conditions contained in this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least three-fifths (3/5) of the Lots and the Declarant consent thereto, the consent of the Declarant being required so long as the Declarant owns any Lots. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, and recorded in the Office of Register of Deeds, Walworth County, Wisconsin. No revocations, modifications, amendments or supplements to this Declaration may be made without the consent of the corporate authorities of the Village, by resolution duly adopted, unless such revocations, modifications, amendments or supplement (1) is technical in nature or (2) does not diminish the rights of the Village or the obligations of the Lot Owners hereunder including without limitation as may be set forth in that certain subdivision agreement relating to the Property entered into by and between the Declarant and the Village. In the event that revocations, modifications, amendments or supplements not requiring the consent of the Village is effected, a copy thereof shall promptly be delivered to the Village. Prior to the sale of all lots, the Declarant shall retain full right of amendment with the exception of those matters involving the Village of Williams Bay, which cannot be amended without the approval of the Village of Williams Bay.
- 7.6** Declarant hereby reserves the right and power to record amendments to this Declaration at any time and from time to time, in its sole discretion, until the Turnover Date, so long as such amendment will not materially alter the scheme of the Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to an Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record such Amendments.
- 7.7** The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.
- 7.8** In the event title to any Lot is conveyed to a title holding trust, under the terms of which all power of management, operation and control of the Lot remain vested in the trust beneficiary(s), then the beneficiaries hereunder from time to time shall be personally responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment for any lien or obligation hereunder created. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any trust or any transfers of title to any such Lot.
- 7.9** All headings set forth herein are intended for convenience only and shall not be given or

construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter and vice versa.

- 7.10** If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.
- 7.11** Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of its privileges, rights, title and interests hereunder or in the Property by means of recording an assignment of such with the Office of the Register of Deeds of Walworth County, Wisconsin. Upon such assignment, the assignor shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor or assignee shall have or incur any liability for the obligations or acts of any predecessor in interest.
- 7.12** A written or printed notice, deposited in the United States mail, postage pre-paid, and addressed to any Owner at the address of the Owner's Lot, shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mail.

[Signature Page Follows]

IN WITNESS WHEREOF, POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation, has signed this Declaration, as of the date shown on Page One (1).

POPLAR RIDGE ESTATES DEVELOPMENT CO., an Illinois corporation, an affiliate of Land and Lakes Development Co., an Illinois corporation (The "Declarant")

By: _____
Mary Margaret Cowhey, its President

Attest:

STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Mary Margaret Cowhey, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2024

Notary Public

This Instrument Drafted By:

Attorney Charles. W. Pollard
**CLAIR, THOMPSON
& POLLARD, S.C.**
617 East Walworth Avenue
Delavan, WI 53115
email: chadpollard@clairlaw.com
www.clairlaw.com

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WILLABAY MEADOWS SUBDIVISION**

EXHIBIT A

Legal Description

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

DEVELOPMENT AGREEMENT

EXHIBIT 8

Monotony Code

Restrictions:

The following shall apply to all homes within Willabay Meadows:

1. Home Monotony: a new home cannot have the same front elevation compared to either of the homes on each side, or the home most directly across the street, or the homes on each side of the home across the street. The result is that for any 6-home sequence (3-home along both sides of the street), the front elevation of the houses are all different from one-another. Note that this is a running requirement – meaning that each possible 6-home block cannot have repeats.
2. Exterior Elevation and Color: for any of the same 6-home sequence, the main exterior elevation and color combination cannot be repeated.

DEVELOPMENT AGREEMENT

EXHIBIT 9

Memorandum of Agreement

MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement is entered into on this _____ day of _____, 2024, ("Developer's Agreement") by and between LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns ("Developer") and the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village").

1. Developer and Village entered into a the Development Agreement for the purpose of ensuring that the Developer will make and install certain public improvements which are reasonably necessary and further that the Developer shall dedicate the public improvements to the Village, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, the Developer's Agreement and as required by the Village Engineer, without cost to the Village.
2. The portion of land being described on Exhibit A attached hereto and incorporated herein, hereinafter called "Willabay Meadows".
3. This Memorandum of Development Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying any of the terms, conditions, or provisions of the Development Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Development Agreement and the provisions of the Development Agreement, the provisions of the Development Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Development Agreement as of the day and year first written above.

LAND & LAKES DEVELOPMENT CO.
(The "Developer")

By: _____
Mary Margaret Cowhey, its President

STATE OF WISCONSIN)
)ss.
COUNTY OF WAL WORTH)

Personally came before me this _____ day of _____, _____, the above named LAND & LAKES DEVELOPMENT CO., by its President, Mary Margaret Cowhey, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My commission expires: _____

VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WALWORTH)

Personally came before me this _____ day of _____, _____, the above
named VILLAGE OF WILLIAMS BAY, Authorized Signatory of William Duncan and Tina
Kolls, to me known to be the person who executed the foregoing instrument and acknowledged
the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My commission expires: _____

MEMORANDUM OF DEVELOPMENT AGREEMENT

EXHIBIT A

Legal Description

Williams Bay Property

A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 6 AND IN THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST AND IN THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCEING AT THE NORTH ¼ SECTION CORNER OF SAID SECTION 6; THENCE S 89°20' E, ALONG THE SECTION LINE, 802.65 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD PROPERTY AND THE PLACE OF BEGINNING; THENCE CONTINUE S 89°20' E, 30.60 FEET, THENCE S 03°16' E, 397.20 FEET; THENCE N 66°04' E, 253.82 FEET; THENCE S 65°42' E, 211.76 FEET; THENCE S 88°07' E 705.12 FEET; THENCE S 87°19' E, 703.34 FEET; THENCE N 84°39' E, 518.16 FEET TO THE WESTERLY LINE OF STATE TRUNK HIGHWAY "36"; THENCE N 00°35' W ALONG THE WEST LINE OF SAID HIGHWAY, 71.07 FEET; THENCE N 45°41' W ALONG THE SOUTHWESTERLY LINE OF STATE TRUNK HIGHWAY No. "50" AND "36", 197.77 FEET; THENCE S 89°13' W ALONG THE SOUTHERLY LINE OF STATE TRUNK HIGHWAY No. "50", 182.57 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE LINE OF SAID HIGHWAY No. "50" AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1522.4 FEET TO A POINT LOCATED N 78°09'10" E, 751.30 FEET TO THE SOUTHEASTERLY CORNER OF PROPERTY CONVEYED TO THE STATE OF WISCONSIN BY WARRANTY DEED DOCUMENT No. 0536853, THENCE N 67°55'38" E ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 353.26 FEET; THENCE N 53°04'25" W, ALONG THE SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED, AND ALONG THE SOUTHWESTERLY LINE OF SAID HIGHWAY "50", 610.59 FEET TO THE SOUTHEASTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILROAD PROPERTY; THENCE SOUTHWESTERLY ALONG THE CURVED SOUTHEASTERLY LINE OF SAID RAILROAD PROPERTY TO A POINT LOCATED S 45°09'47" W, 749.24 FEET FROM THE LAST MENTIONED POINT AND THE POINT OF BEGINNING.

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 88DEG 55MIN 28SEC W, 493.53 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE S 88DEG 55MIN 28SEC W, 1351.14 FEET TO THE NORTHWEST CORNER OF WILLABAY SHORES CONDOMINIUM; THENCE 752.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 10MIN 55SEC E, 748.10 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY, S 53DEG 04MIN 18SEC E, 610.59 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, S 67DEG 55MIN 31SEC E, 353.26 FEET; THENCE CONTINUE ALONG SAID HIGHWAY, 5.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 63DEG 58MIN 27SEC E, 5.32 FEET TO THE POINT OF BEGINNING. CONTAINING 339,436 SQUARE FEET (7.79 ACRES) OF LAND, MORE OR LESS.

Town of Linn Property

LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 S 02DEG 08MIN 37SEC E, 153.46 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50" AND THE POINT OF BEGINNING; THENCE ALONG SAID HIGHWAY 231.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 88DEG 04MIN 38SEC E, 231.10 FEET; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 29SEC E, 353.43 FEET; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO A POINT ALONG THE BOUNDARY OF WILLABAY WOODS, A SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02DEG 51MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC W, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

PREANNEXATION AGREEMENT

THIS PREANNEXATION AGREEMENT ("Agreement") is made this _____ day of _____, 2024, between the VILLAGE OF WILLIAMS BAY, Walworth County, Wisconsin ("Village") and LAND & LAKES DEVELOPMENT CO., an Illinois corporation, or its assigns ("Developer").

RECITALS

WHEREAS, the Village is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 61, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Developer is the owner of certain real property located in the Village, known as Walworth County Tax Key Parcel No. WWUP 00084 ("Williams Bay Property"), certain real property located in the Town of Geneva, known as Walworth County Tax Key Parcel No. J G 3100009A ("Geneva Property"), and certain real property located in the Town of Linn, known as Walworth County Tax Key Parcel Nos. I L 500005 and I L 50005A ("Linn Property"), more particularly described on **Exhibit 1** incorporated herein (collectively "Willabay Meadows"); and

WHEREAS, the Developer and the Village desire that the Geneva Property and Linn Property be annexed to the Village pursuant to the Petition for Direct Annexation by Unanimous Written Consent of Electors and Property Owners attached hereto as **Exhibit 2** and incorporated herein by reference ("Petition") as depicted on certain Annexation Maps dated 12/03/2021 attached hereto as **Exhibit 3-1 and 3-2** and incorporated herein by reference ("Annexation Maps"); and

WHEREAS, the Developer desires to develop Willabay Meadows as a fully integrated, residential development of approximately forty-two (42) single family lots ranging in size from approximately fourteen thousand (14,000) square feet to forty thousand (40,000) square feet pursuant to the preliminary plat attached hereto and incorporated herein as Exhibit 4.

WHEREAS, the Developer desires that the temporary and permanent zoning of Willabay Meadows upon annexation shall be: SF-3 Suburban Residential District and the Village agrees to consider such zoning in its Annexation Ordinance; and

WHEREAS, Willabay Meadows conforms to the Village's 2023 Comprehensive Master Plan, projecting Planned Neighborhood, including Single-Family Residential (Low, Medium, Small Lot) uses for Willabay Meadows; and

WHEREAS, the Village is willing to annex the Geneva Property and the Linn Property pursuant to this Agreement; and

WHEREAS, the Village and Developer desire to enter into this Agreement; and

NOW, THEREFORE, the Village and Developer agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1. **Recitals Incorporated.** The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 ANNEXATION OF PROPERTY

SECTION 2.1. Within one (1) year after the entry into this Agreement, the Developer shall cause the Petition to be signed and filed with the Village, and the other appropriate governmental authorities, except as provided herein.

SECTION 2.2. The Village may adopt, within a reasonable time after the filing of the Petition, an annexation ordinance annexing the Geneva Property and Linn Property to the Village, in the form attached as Exhibit D to the Petition (Annexation Ordinance).

SECTION 2.3. The Village shall consider providing, in its annexation ordinance, for the temporary zoning of Willabay Meadows as described in the Recitals to this Agreement.

SECTION 2.4. If the Village does not adopt the Annexation Ordinance within a reasonable time, but not exceeding one hundred and twenty (120) days of the filing of the Petition, as provided, then, in that event, the Village agrees that the Developer may, at its option, withdraw the Petition, and this Agreement shall be deemed null and void.

SECTION 2.5. If the Village adopts the Annexation Ordinance, the Village shall promptly thereafter make all filings and perform all other acts required by Wisconsin Statutes to perfect and complete the annexation of the Geneva Property and Linn Property.

SECTION 2.6. Upon the completion and perfection of the annexation of the Geneva Property and Linn Property pursuant to the Annexation Ordinance, the Village Board shall amend the Official Zoning Map harmonizing the Zoning of the Geneva Property, Linn Property, and William Bay Property.

SECTION 2.7. As a condition precedent to this Agreement, the Village and Developer agree to enter into the Development Agreement attached hereto and incorporated herein as Exhibit 5.

SECTION 2.8. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the Village shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee.

SECTION 2.9. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 2.10. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 2.11. **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) five (5) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer: LAND & LAKES DEVELOPMENT CO.
ATTN: MARY MARGARET COWHEY
1400 E. TOUHY AVE.
SUITE 220
DES PLAINES, IL 60018

With copy to: CLAIR, THOMPSON AND POLLARD, S.C.
ATTN: CHARLES W. POLLARD
617 E. WALWORTH AVE
DELAVAN, WI 53115

If to Village: VILLAGE CLERK'S OFFICE
P.O. BOX 580
250 WILLIAMS STREET
WILLIAMS BAY, WI 53191

With copy to: VILLAGE ATTORNEY
ATTN: MARK A. SCHROEDER
CONSIGNY LAW FIRM, S.C.
303 EAST COURT STREET
JANESVILLE, WI 53545

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

VILLAGE OF WILLIAMS BAY, a Wisconsin
municipal Corporation (The "Village")

By: _____
William Duncan, Village President

Attest: _____
Tina Kolls, Village Clerk

APPROVAL OF VILLAGE BOARD

This Agreement was approved by the Village Board of the Village of Williams Bay by
Resolution dated the _____ day of _____, 2024

LAND & LAKES DEVELOPMENT CO.
(The "Developer")

By: _____
Mary Margaret Cowhey, its President

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
Phone: 262-728-9196
E-mail: chadpollard@clairlaw.com

Bonnie Schaeffer

From: Koehnke, Kevin F - DOT <Kevin.Koehnke@dot.wi.gov>
Sent: Wednesday, June 7, 2023 1:05 PM
To: Doug Snyder
Cc: David Lothspeich; Bonnie Schaeffer; Warren Hansen P.E.; Elkin, Robert - DOT
Subject: RE: Proposed Willabay Meadows - Farm Entrance Emergency Exit Concept Plan
Attachments: dt1504.doc; sd-08d21.pdf; WDOT Emergency Exit Concept Sketch 06-05-23.pdf

Doug,

I have discussed with WisDOT access management and operations sections, and we are all in agreement that an emergency access based on your concept design described below and draft submitted would be permitted.

For the formal permit issuance, we would need:

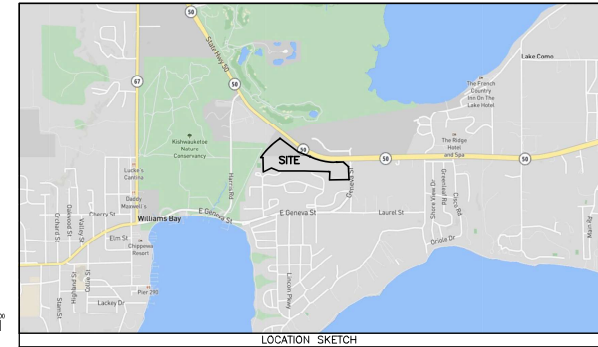
1. Recorded final plat. The area for the driveway along the frontage of the final plat would need to have a break in the access restriction and called out as a "gated emergency access only" or something to that effect but that can be hashed out in the plat review.
2. Connection permit application with the homeowners association as the applicant since the driveway connects to an outlot of the subdivision.
3. Draft master grading plan of the lots in this area along the right of way. (I suspect there will be fill going on the lots which will cause the need for a culvert under the driveway) there is a little backslope that exists which contains our drainage to the right of way and flowing west. The subdivision probably doesn't want the highway's drainage being blocked by the driveway fill and diverting the highway drainage south to the cul de sac.
4. Revised grading plan in the right of way showing driveway side slopes designed to 6:1 for highways with speeds between 35-60 mph posted speed.
5. Shop drawings of the grass pavers and proposed gate.

Kevin Koehnke, PE

Permits Coordinator
141 NW Barstow Street
Waukesha WI 53187
kevin.koehnke@dot.wi.gov
262-548-5891

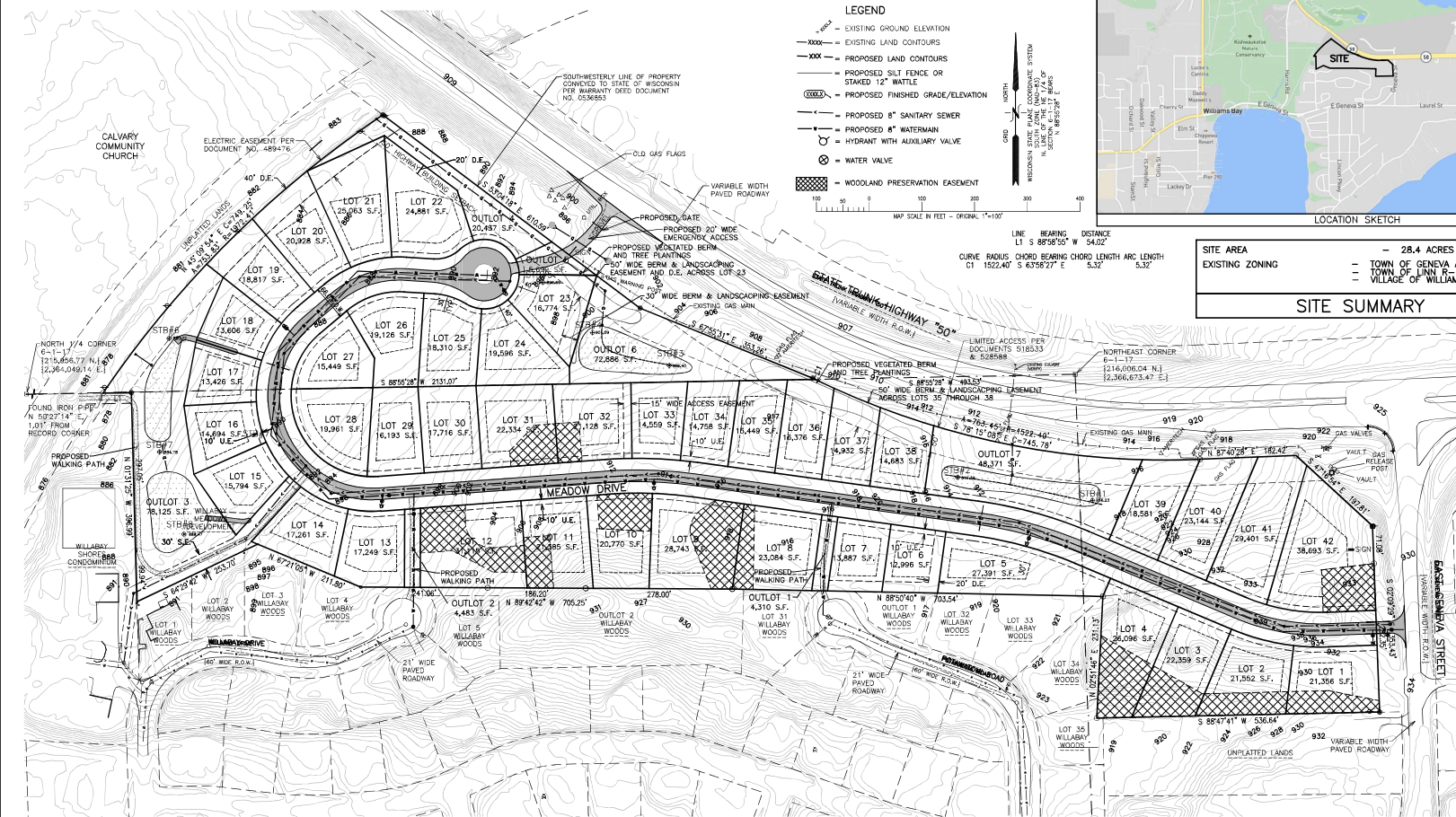


WILLABAY MEADOWS, A SUBDIVISION
PRELIMINARY ENGINEERING PLAN
PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



SITE AREA	28.4 ACRES
EXISTING ZONING	TOWN OF GENEVA A-3 TOWN OF LINN R-1 VILLAGE OF WILLIAMS BAY S-3

SITE SUMMARY



1. OBTAIN REQUIRED NR 216 PERMIT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES BEFORE START OF ANY LAND DISTURBING ACTIVITY ON SITE. (BY ENGINEER)
2. HOLD PRE-CON TO ADDRESS ANY ISSUES WITH PLAN AND SEQUENCE. (BY ENGINEER)
3. INSTALL ALL APPROPRIATE EROSION CONTROL MEASURES ON SITE INCLUDING TEMPORARY SILT FENCE, STONE TRACKING PAD PER WISCONSIN TECHNICAL STANDARDS.
4. BASIN SHALL BE PARTIALLY DUG AND USED AS TEMPORARY SEDIMENT TRAP.
5. SHALES FROM SITE GRADING AREAS SHALL BE GRATED TO DIVERT RUNOFF WATERS AS POSSIBLE TO THE BASIN DURING EXCAVATION AND GRADING.
6. CLEAR AND GRUB ON SITE AREAS NECESSARY TO CONSTRUCT ROADWAY AND BASIN (SEE SPECIFICATIONS).
7. STRIP TOPSOIL FROM ACCESS ROADS AND IN PLANNED WORK AREA OF TEMPORARY SEDIMENT BASINS AND STOCKPILE WHERE SHOWN ON PLAN. INSTALL TEMPORARY SILT FENCE AROUND ENTIRE PERIMETER OF STOCKPILE PER WISCONSIN TECHNICAL STANDARDS. SOIL LEFT UNDISTURBED FOR 7 DAYS MUST BE SLOTTED AND STABILIZED.
8. STABILIZE ALL OTHER EXPOSED SOIL AREAS WITH PROPER SEEDING AND EROSION MATTING PER WISCONSIN TECHNICAL STANDARDS WITHIN 7 DAYS OF FINAL GRADING.
9. COMPLETE FINAL GRADING OF DRAINAGE SWALES. INSPECT SWALES TO MEET SPECIFICATIONS ON PLAN AND WISCONSIN TECHNICAL STANDARDS. MASTING LOTS CUT IN FILL AREAS OF THE PROPERTY.
10. SEEDING AND EROSION MATTING AS SPECIFIED ON PLAN FOR TEMPORARY SEDIMENT BASINS & DRAINAGE SWALES SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
11. COMPLETE EROSION OF BASIN. STABILIZE AS GRADES ARE FINALIZED.
12. ROUGH GRADE PROPOSED ROAD.
13. COMPLETE EROSION OF BASIN. STABILIZE AS GRADES ARE FINALIZED.
14. INSTALL ROAD BASE COURSE. ROAD SLOPES UP TO 10 PERCENT SHALL BE COMPLETED WITHIN 2.5 MONTHS OF INITIAL DISTURBANCE. ROAD SLOPES 10 PERCENT OR GREATER SHALL BE COMPLETED WITHIN 1 MONTH OF INITIAL DISTURBANCE.
15. COMPLETE CONSTRUCTION OF ALL AREAS BY INSTALLING BINDER PAVEMENT SURFACE COURSE UP TO 12 MONTHS.
16. RESTORE ALL REMAINING DISTURBED AREAS BY SEEDING WITH MULCH OR MATING AS SHOWN.
17. IF SEDIMENT HAS ACCUMULATED WITHIN THE BASIN DURING CONSTRUCTION IT SHALL BE REMOVED AND PROPERLY DISPOSED OF ON SITE.
18. ONCE THE PROJECT IS NEARING COMPLETION AND ALL SURFACES ARE STABILIZED OR FINISHED, THE TEMPORARY BASIN SHALL BE CLEARED, CUT TO FINAL GRADES INCLUDING ALL OF THE FINAL SEEDING AND STABILIZATION WITH OUTFALL ADJUSTMENTS.
19. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON FINAL STABILIZATION OF DISTURBED SURFACES ONLY AFTER VEGETATION HAS 70% GROW-IN COVERAGE.

SOIL BORINGS		
SB#1	SB#2	SB#3
0'-13" SILTY CLAY LOAM	0'-11" SILTY CLAY LOAM	0'-10" SILTY CLAY LOAM
10'-43" SILTY CLAY LOAM	11'-42" SILTY CLAY LOAM	10'-60" SILTY CLAY LOAM
43'-99" GRAVELLY SANDY CLAY LOAM	42'-91" SILTY CLAY LOAM	60'-90" GRAVELLY SANDY CLAY LOAM
99'-145" GRAVELLY SANDY LOAM	91'-147" GRAVELLY SANDY CLAY LOAM	90'-149" GRAVELLY SANDY LOAM
SB#4	SB#5	SB#6
0'-9" SILTY CLAY LOAM	0'-14" SILT LOAM	0'-13" SILT LOAM
9'-40" SILTY CLAY LOAM	14'-47" CLAY LOAM	13'-92" GRAVELLY SANDY CLAY LOAM
40'-96" GRAVELLY SANDY CLAY LOAM	47'-53" SANDY CLAY LOAM	92'-114" GRAVELLY SANDY LOAM
96'-10" GRAVELLY SANDY LOAM	53'-117" GRAVELLY SANDY LOAM	114'-130" SANDY CLAY LOAM
110'-130" SILTY CLAY LOAM	117'-150" SANDY CLAY LOAM	
SB#7	SB#8	
0'-7" SILTY CLAY LOAM	0'-9" SILTY CLAY LOAM	
7'-30" SILTY CLAY LOAM	9'-30" SILTY CLAY LOAM	
30'-38" GRAVELLY SANDY CLAY LOAM	30'-58" GRAVELLY SANDY CLAY LOAM	
38'-121" GRAVELLY SANDY CLAY LOAM	58'-144" GRAVELLY SANDY CLAY LOAM	
121'-150" GRAVELLY LOAMY SAND		

NOTE: OUTLOTS 1 AND 2 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AS PUBLIC WATERMAIN EASEMENTS AND WALKING PATH AREAS.

OUTLOTS 3, 6, AND 7 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AS STORM WATER MANAGEMENT AREAS.

OUTLOT 4 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AS A STORM WATER MANAGEMENT OUTLET 3 ALSO CONTAINS PUBLIC WALKING PATH.

OUTLOT 5 SHALL BE DEDICATED TO THE PUBLIC AS AN EMERGENCY ACCESS AREA.

ALL PROPOSED LOTS SHOWN ARE AT LEAST 90' WIDE AT THE STREET AND REAR YARD SETBACKS SHOWN.

MOST OF THE TOPOGRAPHY SHOWN WAS TAKEN FROM WALWORTH COUNTY GIS DATA. FOR REFERENCE ONLY.

SHEET 1	OVERALL SITE DEVELOPMENT PLAN
SHEETS 2-3	DETAILED SITE, GRADING, DRAINAGE & EROSION CONTROL PLANS
SHEET 4	PROPOSED CONNECTION TO EXISTING SANITARY SEWER

INDEX OF SHEETS

SEQUENCE OF CONSTRUCTION



WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN

WORK ORDER BY - CLIENT
LAND
8400 SHAFTER CT. SUITE 325
ROSEMONT, IL 60018

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 5312
ELKHORN, WISCONSIN 53121
OFFICE: (262) 733-2098 FAX: (262) 723-5866

REVISIONS
02/03/2022 - TS
04/08/2022 - TS
12/22/2022 - TS
11/6/2023 - TS
01/05/2024 - TS
02/18/2024 - TS
04/17/2024 - TS

PROJECT NO.
5536.17
DATE
12-02-2020
SHEET NO.
1 OF 4

WILLABY MEADOWS, A SUBDIVISION PRELIMINARY ENGINEERING PLAN

PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



WILLABY MEADOWS
PRELIMINARY ENGINEERING PLAN

WORK ORDER BY:
FARRIS, HANSEN & ASSOCIATES, INC.
7700 WISCONSIN AVENUE, SUITE 200
ROSEMONT, IL 60018

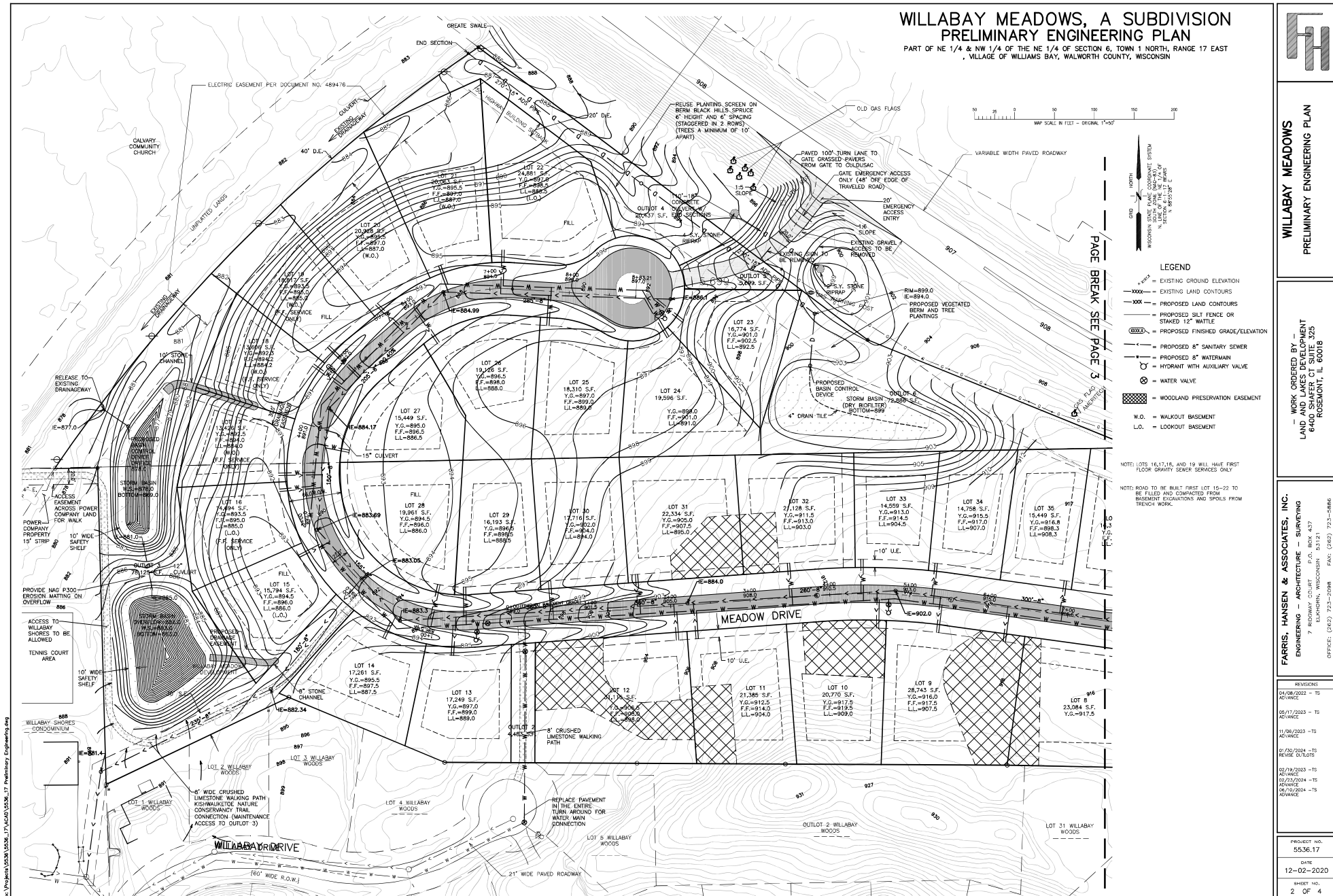
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7700 WISCONSIN AVENUE, SUITE 200
ROSEMONT, IL 60018
OFFICE: (630) 723-2098 FAX: (630) 723-5886

REVISIONS
04/08/2022 - TS
ADVANCE
02/17/2023 - TS
REVISED
11/06/2023 - TS
ADVANCE
07/25/2024 - TS
REVISED OUTLOTS
02/19/2023 - TS
REVISED
02/23/2024 - TS
REVISED
04/10/2024 - TS
REVISED

PROJECT NO.
5536.17

DATE
12-02-2020

SHEET NO.
2 OF 4



WILLABAY MEADOWS, A SUBDIVISION PRELIMINARY ENGINEERING PLAN

PART OF NE 1/4 & NW 1/4 OF THE NE 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN



WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN

WORK ORDER BY:
LAND & CONSTRUCTION
6400 S. SHAWNEE
ROSEMONT, IL 60018

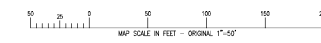
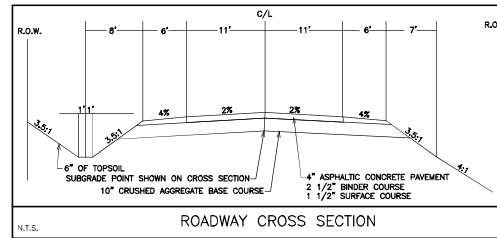
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RICHMOND COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2098 FAX: (262) 723-5866

REVISIONS:
04/08/2022 - TS
ADVANCE
02/17/2023 - TS
NO CHANGE
11/06/2023 - TS
ADVANCE
07/20/2024 - TS
REVISE DUTIES

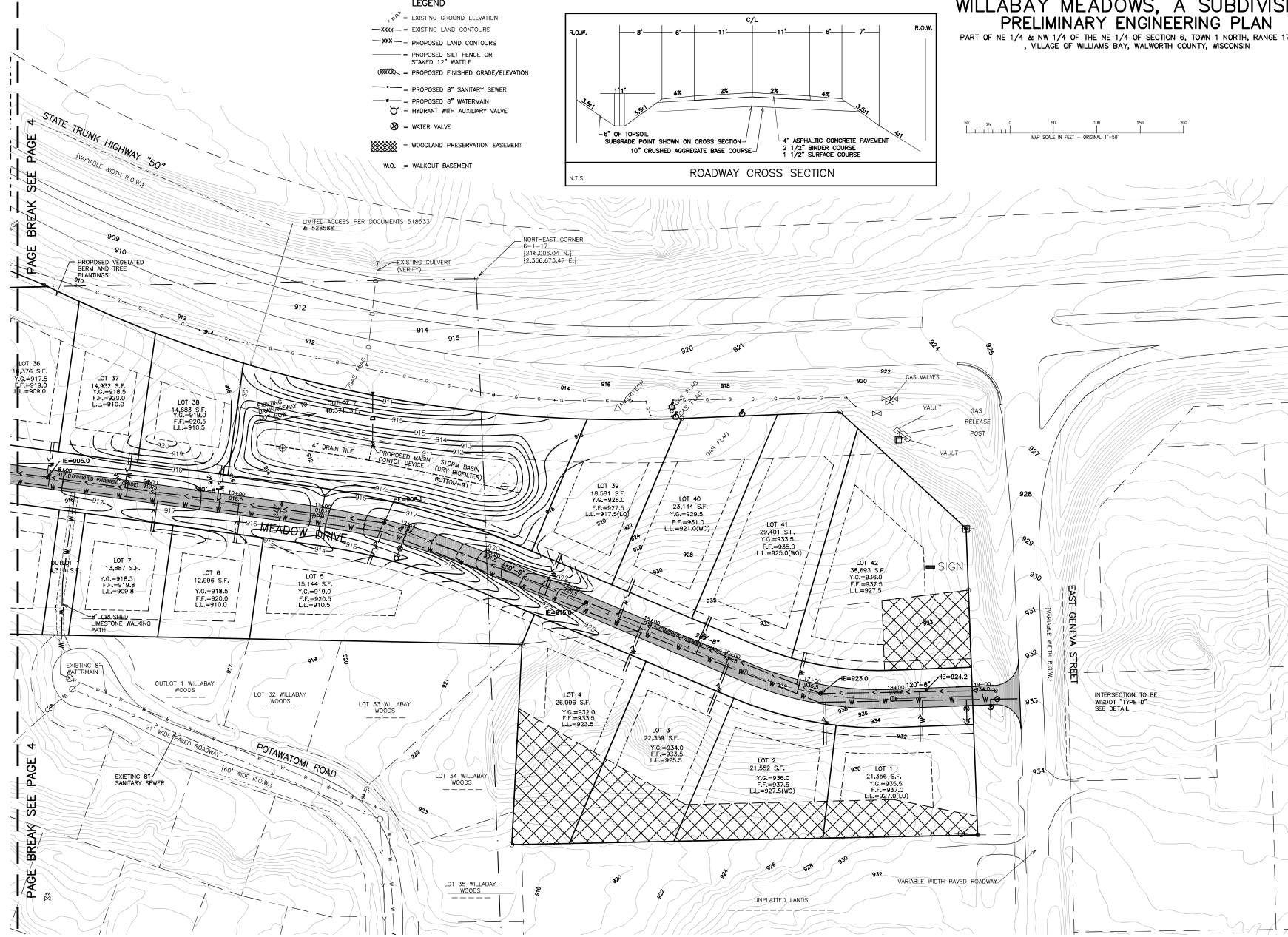
PROJECT NO.
5536.17
DATE
12-02-2020
SHEET NO.
3 OF 4

LEGEND

- = EXISTING GROUND ELEVATION
- = EXISTING LAND CONTOURS
- = PROPOSED LAND CONTOURS
- = PROPOSED SILT FENCE OR STAKED 12" WATTLE
- = PROPOSED FINISHED GRADE/ELEVATION
- = PROPOSED 8" SANITARY SEWER
- = PROPOSED 8" WATERMAIN
- = HYDRANT WITH AUXILIARY VALVE
- = WATER VALVE
- = WOODLAND PRESERVATION EASEMENT
- = W.O. = WALKOUT BASEMENT



GRID NORTH
WISCONSIN STATE PLANE COORDINATE SYSTEM
NAD 83
N. DATUM: NAD 83
N. ZONE: 17N
N. EPOCH: 2011
N. REF: 2011





VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting August 13, 2024

August 6, 2024

APPLICANT: Aurora University (Owner), Topography Hospitality, LLC (Applicant), Attorney Nicholas Egert (Agent)

TAX KEYS: WWUP 00011, WGT 00010, WA119800002, WA222400001, WA499800002, and EW 200020

STREET ADDRESS: George Williams College Campus

Applicant requests discussion and comments regarding a proposed Comprehensive Plan text amendment, Comprehensive Plan Future Land Use Map amendment, and PDO Planned Development Overlay concept plan for The Preserve at Williams Bay.

Staff Comments:

- The Village Planner has prepared a memo dated August 6, 2024 regarding the submittal.
- The PDO Planned Development Overlay concept plan is complete and includes all information outlined in Section 390-0709.F(4) Concept plan requirements.
- At the Plan Commission meeting, the applicant shall engage in an informal discussion with the Plan Commission regarding the planned development concept plan. Appropriate topics for discussion may include the any of the information provided in the concept plan submittal packet, or other items as determined by the Plan Commission. The Plan Commission shall make a recommendation to the Village Board regarding next steps for the applicant.
- At a subsequent Village Board meeting, the applicant shall engage in an informal discussion with the Village Board regarding the planned development concept plan, addressing topics similar to those discussed with the plan Commission. The Village Board shall offer suggested next steps for the applicant.
- Points of discussion, recommendations, and suggestions conveyed at this stage of the process shall be in no way be binding upon the applicant or the Village, but should be considered as the informal, nonbinding basis for proceeding to the next step. The preferred procedure is for one or more iterations of Plan Commission review of the concept plan to occur prior to introduction of the formal application for rezoning, which accompanies the General Development Plan application.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

EGERT LAW, S.C.

835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Nicholas A. Egert, Attorney

Debra K. Arnold, Paralegal
Angelina Damirchan, Paralegal
Jean C. Rossmiller, Legal Assistant

Telephone: 262-248-6600
Facsimile: 262-248-6262
info@egertlawfirm.com

July 19, 2024

HAND DELIVERED

Ms. Bonnie Schaeffer, Zoning Administrator
Village of Williams Bay
250 Williams Street
Williams Bay, WI 53191

***Re: Application to Amend Comprehensive Plan
The George Williams College Campus, 350 Constance Blvd., Williams Bay
Tax Parcel Nos. WWUP 00011, WGT 00010, WGT 00009,
WA119800002, WA222400001, WA499800002, and E W 200020***

Dear Bonnie:

As you will recall, I represent Topography Hospitality, LLC, ("Topography"), who is under contract to purchase the above-referenced parcels, commonly known as George Williams College Campus and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property"). We appreciate the Village's decision to consider a review of and possible amendment to its Comprehensive Plan. Topography now asks that the Village proceed with its consideration and adoption of an amendment to its Comprehensive Plan.

Pursuant to the procedure described in Wisconsin Statutes Section 66.1001(4), Topography hereby applies and petitions the Village of Williams Bay to amend the text of its Comprehensive Plan, as well as the Future Land Use Map contained in the Comprehensive Plan, as follows.

First, we respectfully request that the future land use category presently identified as "Institutional Campus" be retitled to be known as "Institutional Campus and Limited Resort" and adopt the corresponding text revision for this future land use category, as set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

Second, we respectfully request that the Village consider a map amendment with respect to Tax Parcel No. E W 200020 (the "Southern Preserve Parcel"). The Southern Preserve Parcel is a 40-acre parcel that is largely unimproved and was formerly part of the George Williams golf course.

Ms. Bonnie Schaeffer, Zoning Administrator
July 19, 2024
Page 2

The Southern Preserve Parcel is identified as "Planned Neighborhood" under the current Comprehensive Plan. We ask that the future land use map be amended to designate this parcel part of the aforementioned "Institutional Campus and Limited Resort" future land use category. A depiction of the Southern Preserve Parcel is attached hereto as Exhibit C and incorporated herein by this reference.

Lastly, an updated Site Plan for the Property is included herewith. The Site Plans shows minor updates to the main campus area along with additional detail of the vision hill amphitheater and retreat center. The Southern Preserve Parcel is planned to be annexed into the Village in conjunction with Topography's subsequent application for Concept Plan Approval. The Southern Preserve Parcel would be home to a racquet center and join the rest of the former golf course as part of the Preserve. The forty acre parcel to its North is planned for possible future annexation depending on (1) Topography's ability to do so without creating an "island" in the Town of Walworth and (2) further planning with the Village's for this parcel's optimal future land use plans.

We appreciate the work and effort of the Village and its staff in this matter to date. We agree with the staff's suggestion of continuing with the process (as set forth by Ms. Sonja Kruesel of Vandewalle & Associates, Inc.) with the optional meeting to discuss this application with the Plan Commission prior to the requisite public hearing. We hope this will allow for more specific discussions and feedback for all parties and stakeholders.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Egert', with a stylized flourish at the end.

Nicholas A. Egert

NAE/jcr
Enclosures

cc: Mr. William Duncan, Village President (with enclosures)
Mr. David Lothspeich, Village Administrator (with enclosures)
Mr. Mark Schroeder, Village Attorney (with enclosures)
Topography Hospitality, Inc. (with enclosures)
Aurora University (with enclosures)

EXHIBIT "A"
Legal Description

Parcel 1:

A parcel of land located in the SW 1/4 of Section 1, T1N, R16E, and the NW 1/4 of Section 12, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning on the Easterly line of the Williams Bay-Fontana Road at a point located 40.00 feet South of the North line of said Southwest 1/4 of Section 1; thence N 44° 52' E 21.63 feet to a point on the South line of State Trunk Highway No. "36" (now Highway "67"/ West Geneva Street) located 40.00 feet East of the West line of said Southwest 1/4 of Section 1; thence N 88° 45' E along the South line of said highway 169.91 feet to the Northwest corner of Lot 14 of Observatory Subdivision as recorded in Volume 5 of Plats on Page 102, at the Office of the Register of Deeds in Elkhorn, Wisconsin; thence S 1° 00' W along the West line of said Lot 14, 302.32 feet; thence N 88° 45' E along the South line of said Lots 14 and 13, 135.76 feet to the centerline of Observatory Place as shown on the recorded plat of Observatory Subdivision; thence S 1° 00' W along the centerline of said road 352.00 feet; thence N 88° 45' E 360.00 feet to the Southeast corner of Lot 28 of Observatory Subdivision; thence S 1° 03' W along the East line of said subdivision 591.00 feet; thence S 88° 45' W 15.00 feet; thence S 1° 03' W along the centerline of Tennis Avenue, (now vacated) as shown on the plat of Grand Terrace Subdivision as recorded in Volume 5, Page 15 and 16 of Plats at the Office of the Register of Deeds in Elkhorn, Wisconsin, 615.00 feet to the North line of Grand View Avenue; thence S 88° 45' W along the North line of said Grand View Avenue 664.18 feet to the East line of the Williams Bay-Fontana Road; thence N 1° 00' E along said East line 1845.18 feet to the place of beginning.

ALSO beginning at the intersection of the East line of said Williams Bay-Fontana Road and the South line of Grand View Avenue; thence N 88° 45' E along the South line of said Grand View Avenue 440.45 feet to the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence S 1° 00' W along the West line of said Lot 65, 141.14 feet; thence N 88° 45' E 14.00 feet to a point on the North line of Lot 56 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 56; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 56; thence Southeasterly along the Southerly line of Lots 56, 55, 54, and 53 of Grand Terrace Subdivision to a concrete monument located on the most Southerly corner of said Lot 53 and located S 65° 55' E 324.07 feet from the last mentioned concrete monument; thence N 46° 56' E along the Southeasterly line of said Lot 53 and the Northeasterly extension of said line 195.49 feet to the centerline of Tennis Avenue (now vacated) and a concrete monument; thence South-Southeasterly along the centerline of said Tennis Avenue (now vacated) to a concrete monument on the Northerly line of Constance Boulevard located S 49° 02' E 223.13 feet from the last mentioned concrete monument; thence S 76° 05' E 113.63 feet to a point on the Southerly line of said Constance Boulevard; thence N 77° 40' E 256.30 feet; thence S 1° 02' W 707.59 feet more or less to the shore of Geneva Lake; thence Southwesterly along the shore of Geneva Lake 856 feet more or less to the most Easterly corner of Lot 8, Grand Terrace Subdivision; thence N 27° 59' W along the Easterly line of said Lot 8, 401.16 feet to the Southerly line of Outing Street; thence N 13° 48' W 20.00 feet to a concrete monument on the Northerly line of said Outing Street; thence Westerly and Southwesterly along the Northerly line of said Outing Street 288.12 feet more or less to the most Easterly corner of the Southwesterly 30.00 feet of Lot 26, Grand Terrace Subdivision; thence N 23° 32' W along the Northeasterly line of said Southwesterly 30.00 feet and the Northwesterly extension thereof 345.78 feet to the Northerly line of Constance Boulevard; thence S 63° 41' W along the Northerly line of said Constance Boulevard 131.57 feet to the West line of said Section 12; thence N 1° 25' E along the said West line 225.51 feet; thence S 89° 48' E 25.00 feet; thence N 1° 25' E along the East line of Williams Bay-Fontana Road 66.00 feet; thence N 1° 00' E along the East line of said road 736.93 feet to the place of beginning.

ALSO a parcel of land located in Lot 14; Observatory Subdivision, located in the Village of Williams Bay, Walworth County, Wisconsin, described as follows:

EXHIBIT "A"
Legal Description

Beginning at the southwest corner of said Lot 14; thence East along the south line of said lot 45.29 feet; thence N 40° 59' 30" W 66.18 feet to a point on the west line of said Lot 14; thence S 2° 09' 30" W along the west line of said Lot 14, 50.00 feet to the place of beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 14, Observatory Subdivision located in said Southwest 1/4; thence East along the south line of said Lot 14, 45.29 feet to the place of beginning; thence S 68° 02' 00" E 80.12 feet; thence N 2° 15' 06" E along the west end of Observatory Place, (a street located in said subdivision), 30.00 feet to the south line of said Lot 14; thence West along the south line of said Lot 14, 75.47 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land being part of Lot 9 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as:

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

FURTHER EXCEPTING THEREFROM a parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) north, range sixteen (16) east according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WWUP 00011

Parcel 2:

A parcel of land being part of Lot 9 in Grand Terrace Subdivision at Lake Geneva Wis., Village of Williams Bay, Walworth County, Wisconsin.

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

Tax Key No: WGT 00010

EXHIBIT "A"
Legal Description

Parcel 3:

A parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) North, Range Sixteen (16) East according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WGT 00009

Parcel 4:

Lot 2 of Certified Survey No. 1198 recorded in Volume 5 of Certified Surveys on Page 278 as Document No. 73877 and located in the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

Tax Key No. WA 119800002

Parcel 5:

Lot 1 of Certified Survey Map No. 2224, according to the recorded plat thereof recorded in Volume 10 of Certified Surveys on page 348 as Document No. 244340, located in the NW 1/4 of the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in the Plat of Certified Survey Map No. 3510, recorded December 17, 2002, in Volume 20 of Certified Surveys on Page 248, as Document No. 536289.

Tax Key No. WA222400001

Parcel 6:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Tax Parcel No. WA499800002

Parcel 7:

The Southeast quarter of the Southeast quarter of Section 2 in Township 1 North, Range 16 East, Town of Walworth, Walworth County, Wisconsin.

Tax Key No. E W 200020

EXHIBIT B

Institutional Campus and Limited Resort

Description: This future land use category is intended to encompass large-scale campuses for George Williams College, Women's Leadership Center, and Yerkes Observatory. Institutional Campus uses have been shown on Map 5 in areas of the Village where these uses existed at the time this Plan was written. This category also includes potential for limited resort and resort-related incidental uses.

Recommended Zoning: The existing Village zoning district most appropriate to implement this future land use category includes the P&I Public and Institutional district and the P&R Parks and Recreation Zoning District. A Planned Development Overlay zoning district may be used to enable limited resort and resort-related land uses consistent with the policies and programs listed below.

Policies and Programs: The following policies and programs are recommended for this future land use category in areas on Map 5 where this category is shown:

1. Preserve key campuses to advance the Village's image as place for education, tourism, and outdoor recreation.
2. Minimize the potential negative effect on existing traffic flows and volumes in the surrounding neighborhood by requiring all parking needs for campus uses to be met on site, except parking for special events, which may be specifically served by remote parking sites.
3. Encourage campus uses to be designed to be easily served by bicycle routes and pedestrian paths and to connect with existing or planned future bike and pedestrian facilities.
4. Leverage these uses long-term to promote tourism in Williams Bay. See the Economic Development Chapter for more information.
5. Limited resort land uses may include visitor accommodations such as hotels, motels, cottages, cabins and similar uses made available for short-term commercial indoor lodging. The overall density shall not exceed a density of 2 commercial indoor lodging units per acre.
6. Resort-related incidental uses may include indoor and/or outdoor recreational facilities, and commercial, professional, or conference facilities and activities that support and are integrated with the resort in a setting of significant natural amenities. These facilities shall be primarily designed to serve the resort visitors, either day visitors or overnight visitors, but may provide some goods and services for the public. Related facilities shall be incidental to the resort itself and may not be established without a resort facility as the primary land use.
 - a) Indoor and outdoor recreational facilities may include, but are not necessarily limited to, tennis and other sport courts, swimming pools, hiking and nature trails, and other limited impact recreational facilities. Waterfront related facilities may be limited through establishment of the Planned Development Overlay zoning district.
 - b) Visitor-oriented commercial, professional, or conference facilities may include eating and drinking establishments, meeting facilities, on-site retail business and services, and cultural and educational facilities including but not limited to indoor and outdoor theaters and entertainment facilities.
 - c) Outdoor recreational facilities, theaters, or entertainment may have limited development and/or operational parameters established through the Planned Development Overlay zoning district to ensure compatibility with the surrounding area.
7. A limited resort campus should include significant natural amenities and open space, with the overall character reflecting a low-intensity development compatible with nearby institutional uses, with the natural environment, and with Geneva Lake.
8. Pedestrian access along the Geneva Shore Path shall be preserved. Public pedestrian access through the property to on-site natural amenities that are available to the public and to the Geneva Shore Path is encouraged.

Institutional Campus and Limited Resort

Description: This future land use category is intended to encompass large-scale campuses for George Williams College, Women's Leadership Center, and Yerkes Observatory. Institutional Campus uses have been shown on Map 5 in areas of the Village where these uses existed at the time this Plan was written. This category also includes potential for limited resort and resort-related incidental uses.

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1. Preserve key campuses to advance the Village's image as place for education, tourism, and outdoor recreation.
2. Minimize the potential negative effect on existing traffic flows and volumes in the surrounding neighborhood by requiring all parking needs for campus uses to be met on site, except parking for special events, which may be specifically served by remote parking sites.
3. Encourage campus uses to be designed to be easily served by bicycle routes and pedestrian paths and to connect with existing or planned future bike and pedestrian facilities.
4. Leverage these uses long-term to promote tourism in Williams Bay. See the Economic Development Chapter for more information.
5. Limited resort land uses may include visitor accommodations such as hotels, motels, cottages, cabins and similar uses made available for short-term commercial indoor lodging. The overall density shall not exceed a density of 2 commercial indoor lodging units per acre.
6. Resort-related incidental uses may include indoor and/or outdoor recreational facilities, and commercial, professional, or conference facilities and activities that support and are integrated with the resort in a setting of significant natural amenities. These facilities shall be primarily designed to serve the resort visitors, either day visitors or overnight visitors, but may provide some goods and services for the public. Related facilities shall be incidental to the resort itself and may not be established without a resort facility as the primary land use.
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8. Pedestrian access along the Geneva Shore Path shall be preserved. Public pedestrian access through the property to on-site natural amenities that are available to the public and to the Geneva Shore Path is encouraged.

EXHIBIT C



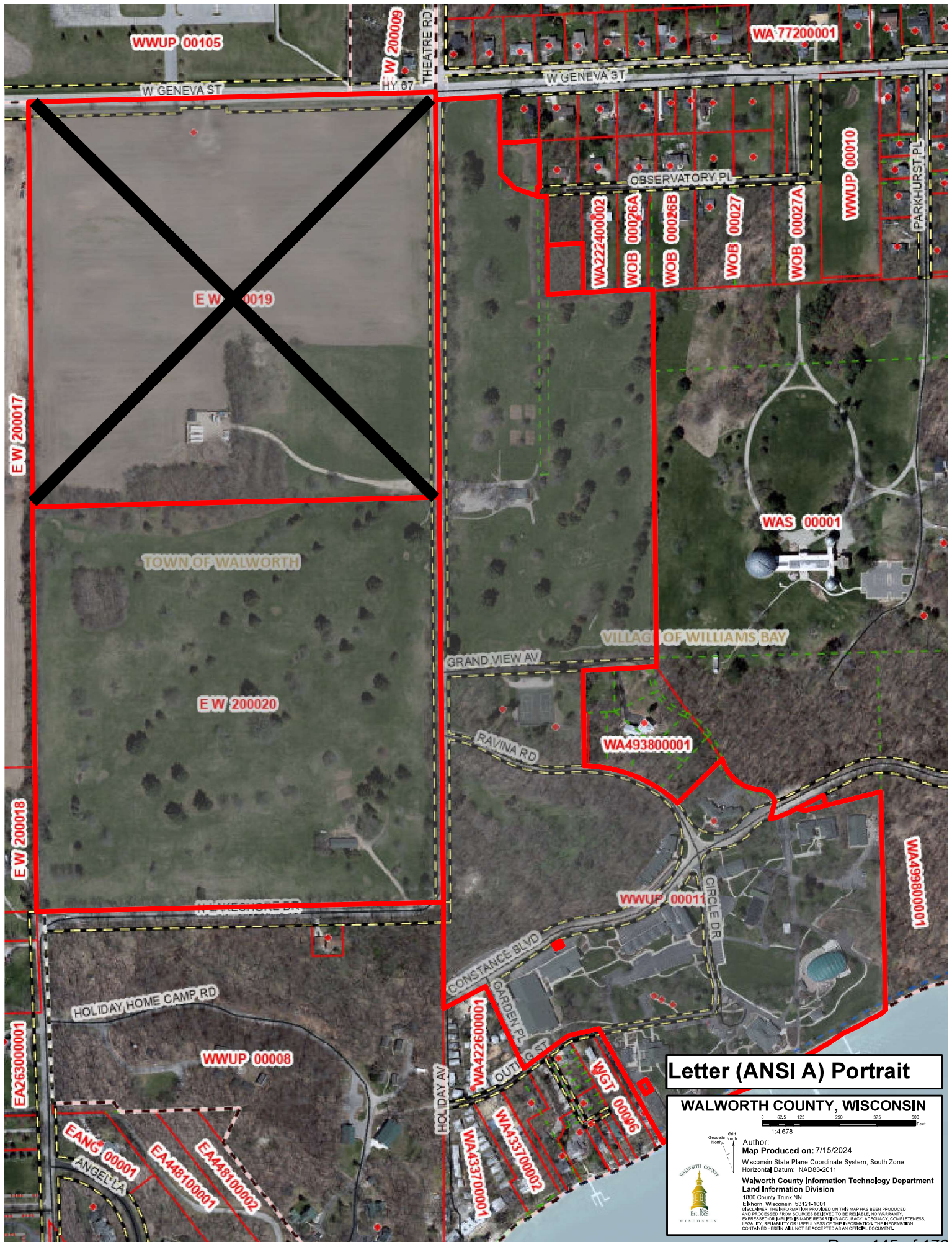
Letter (ANSI A) Portrait

WALWORTH COUNTY, WISCONSIN

0 75 150 225 300 Feet
1:2,773

Author:
Map Produced on: 7/19/2024
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011
Walworth County Information Technology Department
Land Information Division
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

ALL RIGHTS RESERVED. THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THE INFORMATION. THE INFORMATION CONTAINED HEREIN SHALL NOT BE ACCEPTED AS A BASIS FOR ANY DECISION.



Letter (ANSI A) Portrait

WALWORTH COUNTY, WISCONSIN

0 625 125 250 375 500 Feet
1:4,678

Geodetic North
Old North

Author:
Map Produced on: 7/15/2024
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011
Walworth County Information Technology Department
Land Information Division
1800 County Trunk NN
Elkhorn, Wisconsin 53125-1001

NOTICE: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE AND WARRANTY EXPRESSED OR IMPLIED, IS MADE WITHOUT ANY GUARANTEE OF ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THE INFORMATION. THE INFORMATION CONTAINED HEREIN SHALL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.



Existing Land Use

Village of Williams Bay Comprehensive Plan

- Village Of Williams Bay
- Other City/Village Boundaries
- Town Boundaries
- Parcels
- Extraterritorial Jurisdiction Boundaries
- Urban Service Area Boundary

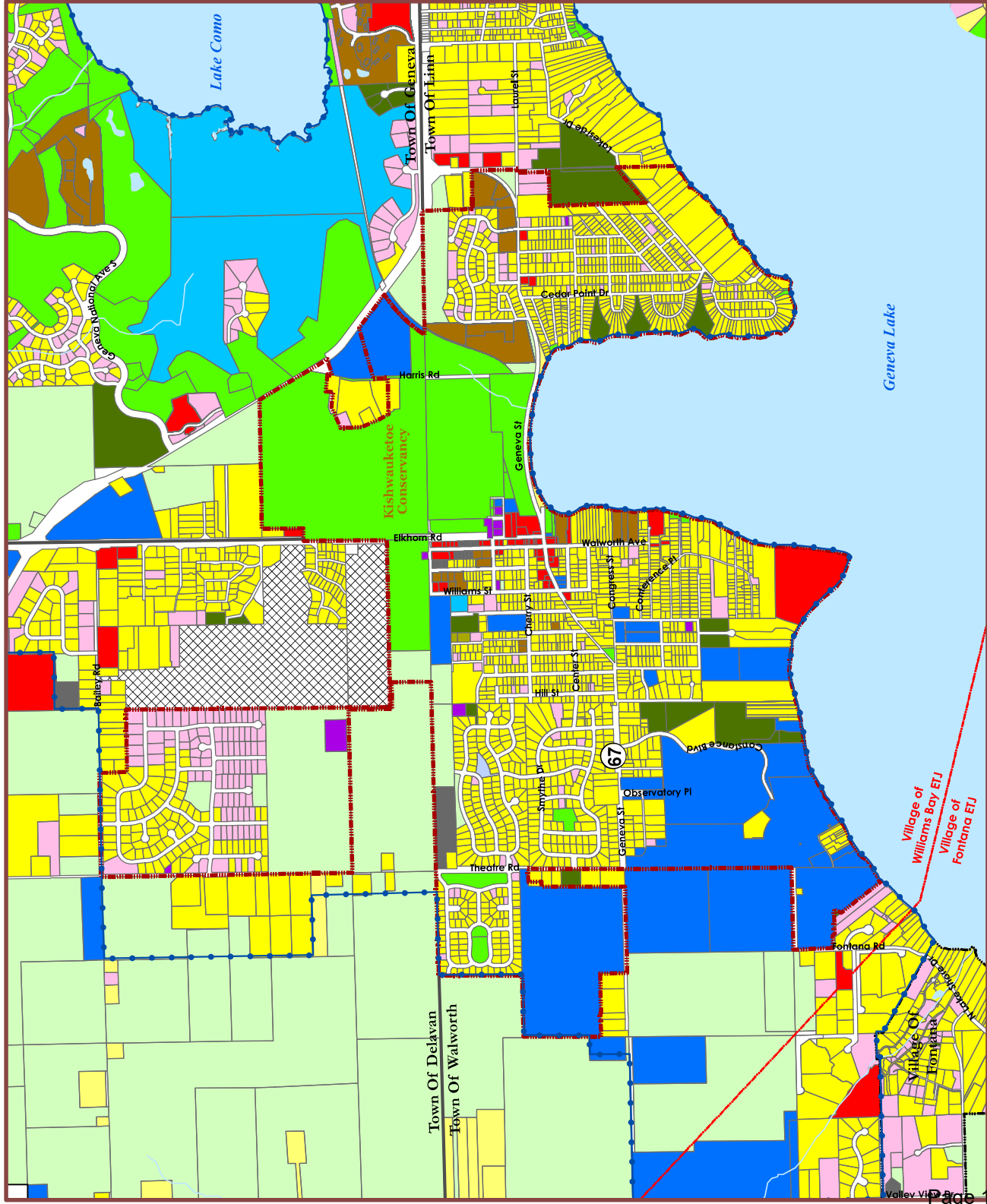
Land Use Categories

- Agricultural and Other Open Lands
- Rural Residential
- Single-Family Residential - Sewered
- Two-Family/Townhouse Residential
- Multi - Family Residential
- Business
- Governmental and Institutional
- Industrial
- Extractive
- Communication and Utilities
- Recreational
- Woodlands
- Surface Water
- Wetlands
- Vacant Subdivided
- Road Right-of-Way



0.5 Miles

Date: April 13, 2023
 Source: Walworth Co. LIO;
 US DOT; V&A; SEWRPC;
 USDA-NRCS, WDNR,
 ASSOCIATES INC.
 Shaping places, shaping change
 WI State Historical Society



SITE PLAN





Planning Request Application Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ **Site Plan** [§390.1206] - \$200.00 plus \$.04/sf floor area
☐ **Conditional Use Permit (CUP)** [§390.1207] - \$500.00
☐ **Certificate of Compliance** [§390.1211] - \$200.00
☐ **Temporary Use Permit** [§390.1208] - \$200.00
☐ **Preliminary Plat** - \$200.00 plus \$20.00 per lot
☐ **Certified Survey Map (CSM)** - \$200.00 plus \$20.00 per lot
☐ **Final Plat** - \$100.00 plus \$10.00 per lot
☒ **Planned Development Overlay (PDO)** [§390.0709] - \$500.00
☐ **Planned Development Amendment** - \$500.00
☐ **Zoning Text or Map Amendment** [§390.1204] - \$500.00
☐ **Project Concept Review** - \$200.00
☐ **Land Use Plan Amendment** - \$500.00
☐ **Interpretation** [§390.1216] - \$200.00
☐ **Appeal** [§390.1217] - \$500.00
☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: Aurora University - George Williams College Campus

Tax Parcel Number: WWUP 00011, WGT 00010, WGT 00009, WA119800002, WA222400001, WA499800002, and E W 200020

Project or Development Name: The Preserve at Williams Bay

Applicant

Name: Topography Hospitality, LLC
Mailing Address: 444 W. Lake St. Suite 3450
Chicago, IL 60606
eMail: dslomiany@topography.com
Phone: 312-833-1308

Owner of Site

Name: Aurora University
Mailing Address: PO Box 210
Williams Bay, WI 53191
eMail: smaxwell@aurora.edu
Phone: 630-844-5630

Legal Representative

Name: Attorney Nicholas A. Egert, Egert Law, S.C.
Mailing Address: 835 Geneva Parway North, Suite 1
Lake Geneva, WI 53147
eMail: nick@egertlawfirm.com
Phone: 262-248-6600

Architect, Engineer, Contractor

Name: Kevin P. Clark, Historical Concepts
Mailing Address: 414 Bill Kennedy Way SE, Suite 301
Atlanta, GA 30316
eMail: kevin.clark@historicalconcepts.com
Phone: 678-325-6665

Legal Description of Site (Attach separate sheet if additional space is needed):

See attached Exhibit A.

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: P & I

Current Overlay Districts of Site: _____

Proposed Zoning of Site: PDO

Proposed type of structure of use: See attached Conceptual Plan.

Proposed use of structure or site: See attached Conceptual Plan.

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

See attached Conceptual Plan.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

See attached Conceptual Plan.

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

See attached Conceptual Plan.

Print Applicant's Name: Topography Hospitality, LLC

Date: July 26, 2024

Signature of Applicant: *Darrell Slomiany*

By: Darrell Slomiany

EXHIBIT "A"
Legal Description

Parcel 1:

A parcel of land located in the SW 1/4 of Section 1, T1N, R16E, and the NW 1/4 of Section 12, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Beginning on the Easterly line of the Williams Bay-Fontana Road at a point located 40.00 feet South of the North line of said Southwest 1/4 of Section 1; thence N 44° 52' E 21.63 feet to a point on the South line of State Trunk Highway No. "36" (now Highway "67"/ West Geneva Street) located 40.00 feet East of the West line of said Southwest 1/4 of Section 1; thence N 88° 45' E along the South line of said highway 169.91 feet to the Northwest corner of Lot 14 of Observatory Subdivision as recorded in Volume 5 of Plats on Page 102, at the Office of the Register of Deeds in Elkhorn, Wisconsin; thence S 1° 00' W along the West line of said Lot 14, 302.32 feet; thence N 88° 45' E along the South line of said Lots 14 and 13, 135.76 feet to the centerline of Observatory Place as shown on the recorded plat of Observatory Subdivision; thence S 1° 00' W along the centerline of said road 352.00 feet; thence N 88° 45' E 360.00 feet to the Southeast corner of Lot 28 of Observatory Subdivision; thence S 1° 03' W along the East line of said subdivision 591.00 feet; thence S 88° 45' W 15.00 feet; thence S 1° 03' W along the centerline of Tennis Avenue, (now vacated) as shown on the plat of Grand Terrace Subdivision as recorded in Volume 5, Page 15 and 16 of Plats at the Office of the Register of Deeds in Elkhorn, Wisconsin, 615.00 feet to the North line of Grand View Avenue; thence S 88° 45' W along the North line of said Grand View Avenue 664.18 feet to the East line of the Williams Bay-Fontana Road; thence N 1° 00' E along said East line 1845.18 feet to the place of beginning.

ALSO beginning at the intersection of the East line of said Williams Bay-Fontana Road and the South line of Grand View Avenue; thence N 88° 45' E along the South line of said Grand View Avenue 440.45 feet to the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence S 1° 00' W along the West line of said Lot 65, 141.14 feet; thence N 88° 45' E 14.00 feet to a point on the North line of Lot 56 of Grand Terrace Subdivision located 25.00 feet East of the Northwest corner of said Lot 56; thence S 1° 00' W 162.38 feet to a concrete monument located on the South line of said Lot 56; thence Southeasterly along the Southerly line of Lots 56, 55, 54, and 53 of Grand Terrace Subdivision to a concrete monument located on the most Southerly corner of said Lot 53 and located S 65° 55' E 324.07 feet from the last mentioned concrete monument; thence N 46° 56' E along the Southeasterly line of said Lot 53 and the Northeasterly extension of said line 195.49 feet to the centerline of Tennis Avenue (now vacated) and a concrete monument; thence South-Southeasterly along the centerline of said Tennis Avenue (now vacated) to a concrete monument on the Northerly line of Constance Boulevard located S 49° 02' E 223.13 feet from the last mentioned concrete monument; thence S 76° 05' E 113.63 feet to a point on the Southerly line of said Constance Boulevard; thence N 77° 40' E 256.30 feet; thence S 1° 02' W 707.59 feet more or less to the shore of Geneva Lake; thence Southwesterly along the shore of Geneva Lake 856 feet more or less to the most Easterly corner of Lot 8, Grand Terrace Subdivision; thence N 27° 59' W along the Easterly line of said Lot 8, 401.16 feet to the Southerly line of Outing Street; thence N 13° 48' W 20.00 feet to a concrete monument on the Northerly line of said Outing Street; thence Westerly and Southwesterly along the Northerly line of said Outing Street 288.12 feet more or less to the most Easterly corner of the Southwesterly 30.00 feet of Lot 26, Grand Terrace Subdivision; thence N 23° 32' W along the Northeasterly line of said Southwesterly 30.00 feet and the Northwesterly extension thereof 345.78 feet to the Northerly line of Constance Boulevard; thence S 63° 41' W along the Northerly line of said Constance Boulevard 131.57 feet to the West line of said Section 12; thence N 1° 25' E along the said West line 225.51 feet; thence S 89° 48' E 25.00 feet; thence N 1° 25' E along the East line of Williams Bay-Fontana Road 66.00 feet; thence N 1° 00' E along the East line of said road 736.93 feet to the place of beginning.

ALSO a parcel of land located in Lot 14; Observatory Subdivision, located in the Village of Williams Bay, Walworth County, Wisconsin, described as follows:

EXHIBIT "A"
Legal Description

Beginning at the southwest corner of said Lot 14; thence East along the south line of said lot 45.29 feet; thence N 40° 59' 30" W 66.18 feet to a point on the west line of said Lot 14; thence S 2° 09' 30" W along the west line of said Lot 14, 50.00 feet to the place of beginning.

EXCEPTING THEREFROM a parcel of land located in the Southwest 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 14, Observatory Subdivision located in said Southwest 1/4; thence East along the south line of said Lot 14, 45.29 feet to the place of beginning; thence S 68° 02' 00" E 80.12 feet; thence N 2° 15' 06" E along the west end of Observatory Place, (a street located in said subdivision), 30.00 feet to the south line of said Lot 14; thence West along the south line of said Lot 14, 75.47 feet to the place of beginning.

ALSO EXCEPTING THEREFROM a parcel of land being part of Lot 9 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as:

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

FURTHER EXCEPTING THEREFROM a parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) north, range sixteen (16) east according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WWUP 00011

Parcel 2:

A parcel of land being part of Lot 9 in Grand Terrace Subdivision at Lake Geneva Wis., Village of Williams Bay, Walworth County, Wisconsin.

Beginning on the Eastern boundary of the W 1/2 of Lot 9 in Grand Terrace Subdivision of Town of Walworth, Walworth County, Wisconsin, at the SE corner of land deeded by Catharine V. Albert, to G. Q. Dunlop, thence running a NW direction along the South boundary line of said land owned by G. Q. Dunlop to NE corner of land formerly sold by Catharine V. Albert and Mrs. Demon, about 25 feet thence Southernly in a direction parallel to Western boundary of said Lot 9 and along the Eastern boundary of land owned by Mrs. Demon 40 feet, thence in SE direction to E boundary of said W 1/2 of Lot 9 thence Northerly along said East boundary 40 feet, to place of beginning.

Tax Key No: WGT 00010

EXHIBIT "A"
Legal Description

Parcel 3:

A parcel of land being part of Lot 23 in Grand Terrace Subdivision, Town of Walworth, Walworth County, Wisconsin, described as follows:

Beginning at the northeast corner of lot number twenty three (23) in Grand Terrace Subdivision of a portion of sections one (1) and twelve (12), Town one (1) North, Range Sixteen (16) East according to a plat of said subdivision recorded March 28, 1892 in Volume five (5) of Plats on page 15; thence running southeasterly along the east line of said lot twenty five (25) feet; thence southwesterly seventeen (17) feet on a line parallel with the northwest line of said lot; thence northwesterly twenty five (25) feet on a line parallel with the east line of said lot; thence northeasterly along the northwest line of said lot to the place of beginning.

Tax Key No: WGT 00009

Parcel 4:

Lot 2 of Certified Survey No. 1198 recorded in Volume 5 of Certified Surveys on Page 278 as Document No. 73877 and located in the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

Tax Key No. WA 119800002

Parcel 5:

Lot 1 of Certified Survey Map No. 2224, according to the recorded plat thereof recorded in Volume 10 of Certified Surveys on page 348 as Document No. 244340, located in the NW 1/4 of the SW 1/4 of Section 1, T1N, R16E, Village of Williams Bay, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in the Plat of Certified Survey Map No. 3510, recorded December 17, 2002, in Volume 20 of Certified Surveys on Page 248, as Document No. 536289.

Tax Key No. WA222400001

Parcel 6:

Outlet 1 of Certified Survey Map No. 4998, recorded December 20, 2021, as Document No. 1053121, and being part of Block A and part of Block C of Assessor's Subdivision, being a part of the SE. 1/4 of the SW. 1/4 of Section 1 and the NE. 1/4 of the NW. 1/4 of Section 12, T.01N., R.16E., Village of Williams Bay, Walworth County, Wisconsin.

Tax Parcel No. WA499800002

Parcel 7:

The Southeast quarter of the Southeast quarter of Section 2 in Township 1 North, Range 16 East, Town of Walworth, Walworth County, Wisconsin.

Tax Key No. E W 200020

THE PRESERVE
AT WILLIAMS BAY

Geneva Lake, Wisconsin

Conceptual Plan
07.26.2024



HISTORICAL CONCEPTS
ARCHITECTURE & PLANNING

CONTENTS

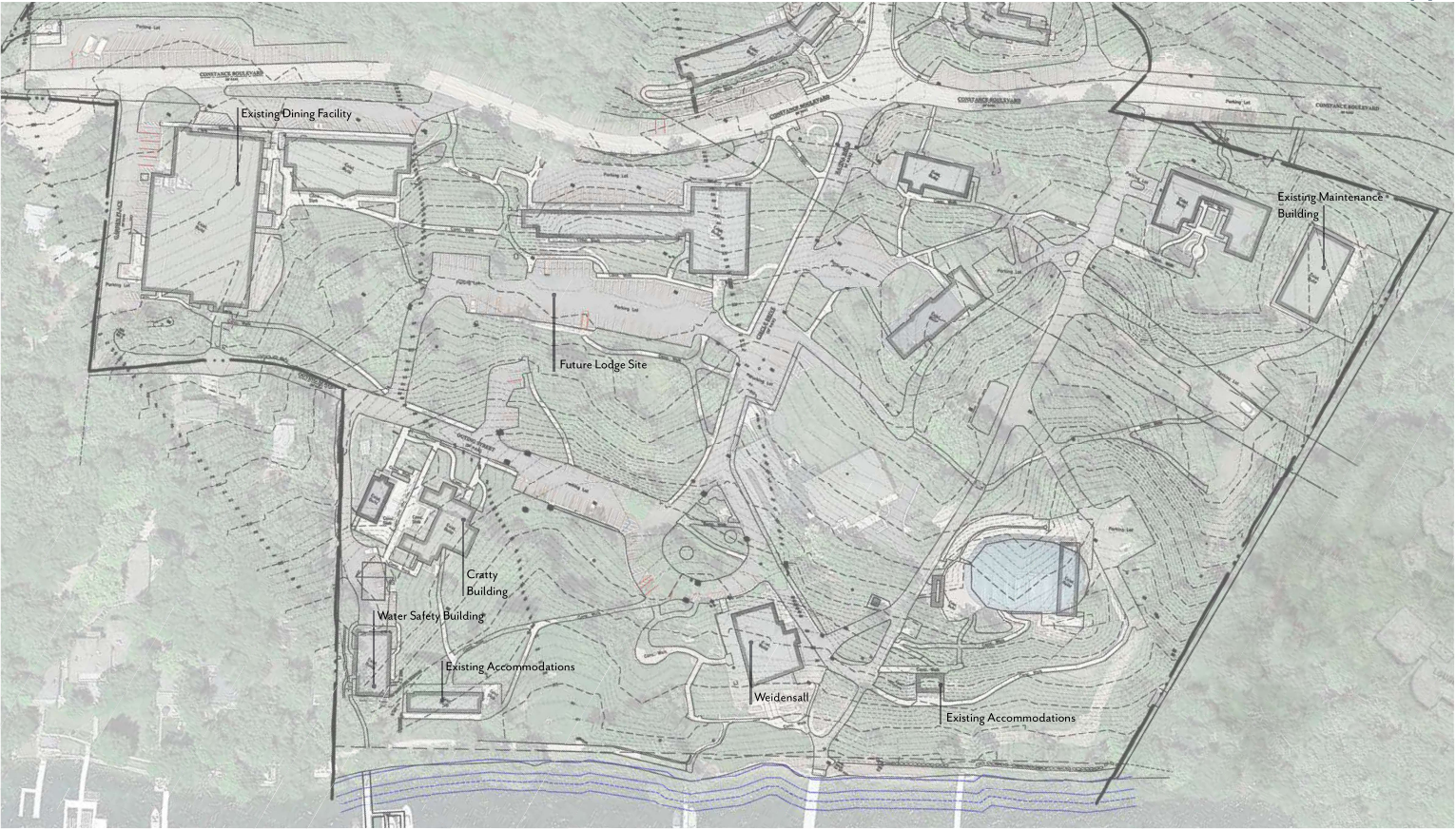
- A location map of the subject property and its vicinity.....Page 4
- A general written description of the proposed planned development, including general project themes.....Page 9
- General project images.....Pages 11-16
- The general mix of land uses.....Pages 9-10
- Approximate nonresidential intensities as described by dwelling units per acre, landscaping surface ratio, and/or other appropriate measures of density and intensity.....Page 10
- General treatment of natural features.....Page 9
- General relationship to nearby properties and public streets.....Page 10
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- A conceptual drawing of the site plan layout, including the general locations of public streets and/or private drives.....Page 18

*Contents provided based on Section 390-0709 F of the Williams Bay Zoning Ordinance

EXISTING SITE



EXISTING OVERALL SITE
SCALE: 1" = 500'



EXISTING LAKE SITE AND TOPOGRAPHY
SCALE: 1" = 100'



Entrance



Looking West on Ravina



Approach to site from Constance



View from potential future Lodge site



View of Lake



View of Lake

EXISTING SITE IMAGES



Water Safety Building



Cratty Building



Weidensall



Existing dining facility and kitchen



Existing Boathouse Accommodations



Weidensall

EXISTING BUILDING IMAGES

PROPOSED CONCEPTUAL PLAN

Project Description

The proposed planned development is a preserve-focused retreat and country inn that promises to enhance the natural beauty of the area, expand top-notch local tourism options, and provide exceptional recreational opportunities for the community on the previous site of George Williams College.

The project aims to boost local tourism by offering a diverse range of experiences for guests. Central to the development will be a charming country inn, complemented by an array of one and two-bedroom cottages, providing visitors with the perfect balance of comfort and privacy. The inn and cottages will be thoughtfully integrated into the landscape, preserving the site's character and stunning vistas of the Geneva Lake.

Guests and club members will have access to a wealth of amenities designed to promote relaxation, wellness, and entertainment. The on-site restaurant will serve as a culinary haven, offering gourmet meals and a welcoming atmosphere for both members and visitors. The amphitheater will become the new home of Music at the Lake and be a place where the public can gather for entertainment set in nature. The racquet center will offer state-of-the-art facilities for tennis, pickleball, and other racquet sports, promoting an active lifestyle. The activity center will host a range of programs and events, fostering engagement and entertainment. Additionally, a world-class spa and luxurious pool area will provide spaces for relaxation and rejuvenation.

Thoughtfully planned along the beautiful shores of Geneva Lake, the development aims to preserve and celebrate the natural beauty of the existing site, characterized by open rolling hills, mature trees, and breathtaking vistas of the lake. We are committed to maintaining these scenic attributes, ensuring that the development enhances rather than detracts from the cherished landscape.

Recognizing the importance of preserving the natural environment, the project will dedicate a significant portion of the land as a public preserve. This preserve will feature well-maintained walking trails that meander through the woodlands and meadows, allowing visitors to immerse themselves in the beauty of the surroundings. The preserve will also provide access to the existing lakeshore path, encouraging exploration and fostering a deep appreciation for the lake's pristine waters.

The project is not just a development; it is a commitment to honoring the history of the YMCA camp with a low density country inn and cabins, continuing the Music by the Lake tradition in a new and improved venue, and boosting local tourism and economic growth while respecting and enhancing our natural environment. As it welcomes guests from near and far, the project will not only enhance the local tourism industry but also create a vibrant hub for the community to gather, explore, and create lasting memories in an idyllic setting.

We are excited about the potential of this concept to become a part of Williams Bay, offering a destination where residents and visitors can enjoy the best of what Williams Bay and Geneva Lake have to offer.



PROPOSED OVERALL SITE PLAN
SCALE: 1" = 500'

THE PRESERVE AT WILLIAMS BAY - GENEVA LAKE





PROPOSED SITE PLAN

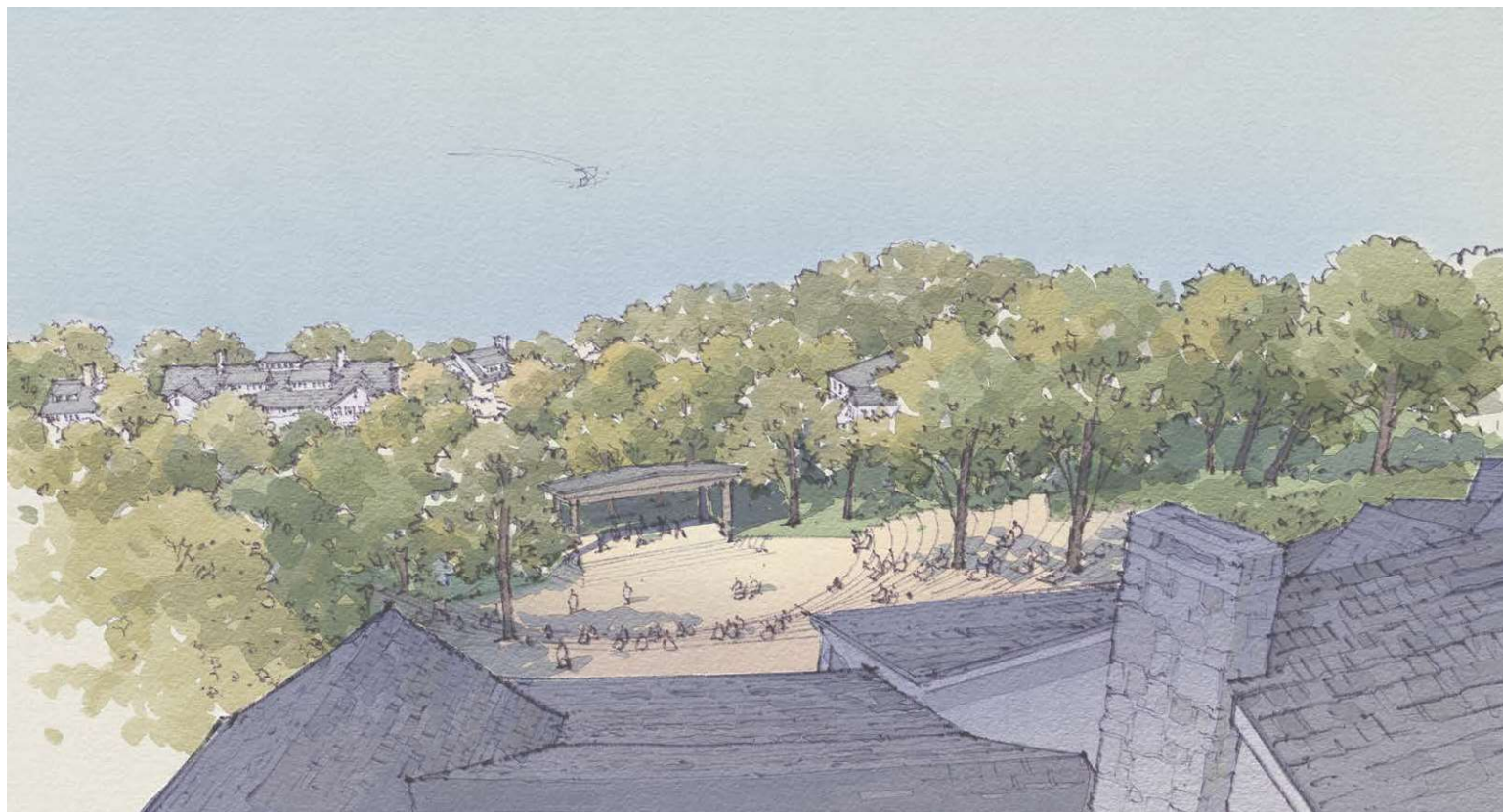




AERIAL PERSPECTIVE VIEW FROM THE LAKE



PERSPECTIVE VIEW FROM THE LAKE



PERSPECTIVE VIEW FROM THE AMPHITHEATER



1.



2.



3.



4.



5.



6.

PRECEDENT IMAGERY





1.



2.



3.



4.



5.



6.

PRECEDENT IMAGERY





VIEW OF LODGE FROM CONSTANCE BOULEVARD



VIEW OF LODGE FROM LAWN



BOATHOUSE CONCEPT



CABIN CONCEPT



VIEW OF SPA FROM LAWN

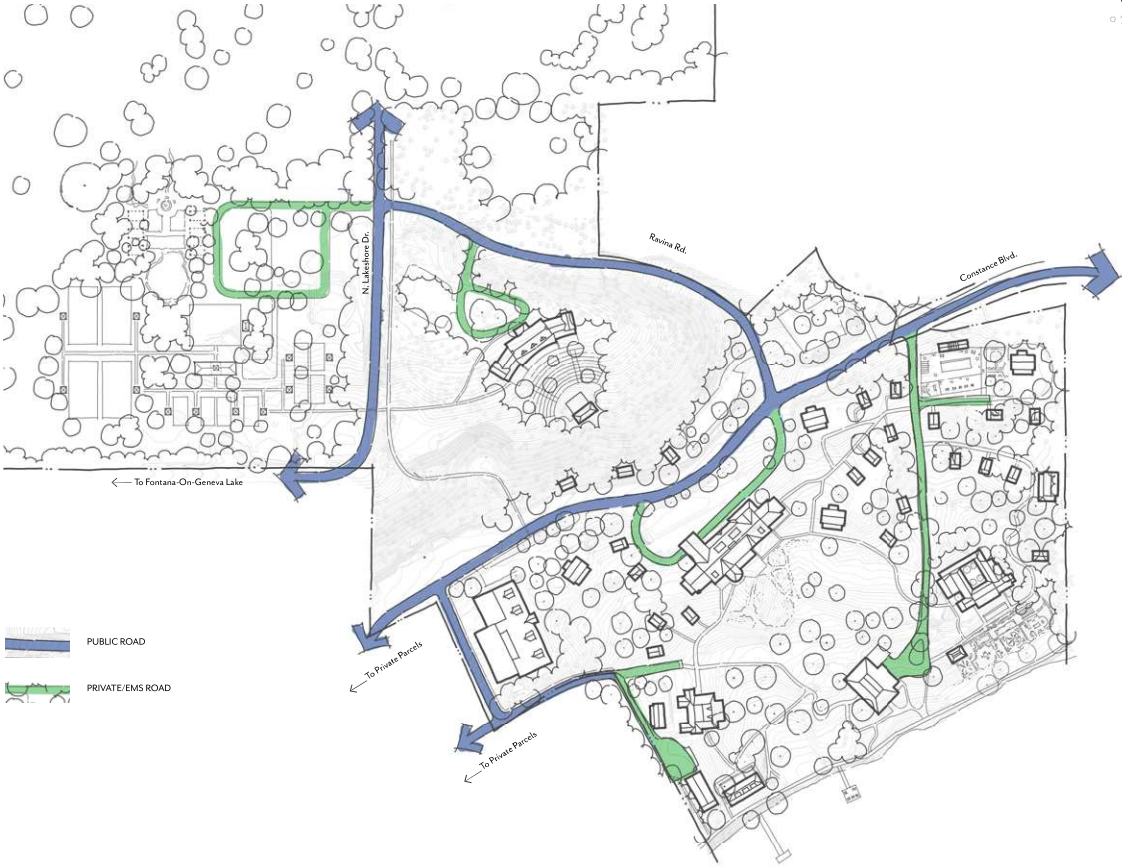
PROCESS CONCEPTUAL BUILDING SKETCHES

Requested PDO Design Flexibilities:

- Existing buildings within the designated Lake Setback may be rebuilt with the same square footage as the existing buildings. The new buildings may be constructed in a different location, provided they are not situated any closer to the lake than the original non-conforming location.
- New pathways are allowed within the designated Lake Setback as long as the square footage of impervious surface within the setback remains the same.
- Minor grading and landscape work is allowed within the Lake Setback, particularly where needed to enhance erosion control, upgrade utilities as required by the Village, and better manage water runoff.
- Existing non-conforming conditions within setbacks and buffer yards will be allowed to remain.
- The maximum building height of Principal Structures shall be 45' as measured from grade at the street-facing side of the building to the primary horizontal eave of the building. This height limitation is exclusive of architectural elements such as chimneys and dormers.
- The maximum building height of Accessory Structures shall be 20' as measured from grade at the street-facing side of the building to the primary horizontal eave of the building. This height limitation is exclusive of architectural elements such as chimneys and dormers.
- There is no limit of Principal or Accessory Structures allowed on the site as long as the maximum building coverage is maintained for the site.
- Parking flexibilities may be required, particularly for Special Event Parking (amphitheater)



REQUESTED DESIGN FLEXIBILITIES



PUBLIC VS. PRIVATE/EMS ROADS
SCALE: 1" = 200'

THANK YOU

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are conceptual in nature
and are not released for
construction.

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VANDEWALLE & ASSOCIATES INC.

To: Village of Williams Bay
From: Sonja Kruesel, AICP
Date: August 6, 2024
Re: “The Preserve” – Relationship of PDO Zoning to Comprehensive Plan

Project Description

The Village has heard multiple conceptual presentations regarding the proposed redevelopment of the former George Williams College campus as well as the former Golf Course property which is partially located within Village limits and partly outside of Village limits. The proposed development, put forth by the developer “Topography,” is conceptualized as a privately-run, for-profit, low-intensity resort campus to include both developed areas for lodging, amenities, and outdoor active recreation, as well as substantial areas reserved for passive recreation in a natural setting. If the proposed project proceeds, it will require multiple actions to be approved by the Village Plan Commission and Village Board including a Comprehensive Plan Amendment, Rezoning, and Annexation.

Comprehensive Plan Compatibility

In prior Village meetings, it has been established that the proposed development would require a rezoning in order to enable the proposed development. Essentially any rezoning will also trigger the need for a Comprehensive Plan Amendment since the existing zoning and future land use designations were developed specifically to preserve the prior institutional land uses until the time when a new development concept was proposed for consideration. Rezoning to use Planned Development Overlay (PDO) zoning also triggers the need for a Comprehensive Plan Amendment because PDO zoning constitutes a true zoning map amendment just like any other rezoning request. According to Wisconsin State Law, any rezoning request must be consistent with the Comprehensive Plan.

Comprehensive Plan Amendment Request

In response to the above analysis, the developer has submitted a formal request to amend the Comprehensive Plan, after hearing initial feedback and direction from the Village during a public meeting. The request is scheduled for a conceptual review at the August 13 Plan Commission meeting.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
www.vandewalle.com

Shaping places, shaping change

Specifically, Topography requests to amend the text of the Comprehensive Plan to allow for “limited resort” land uses by amending the land use category title and description. The request also includes amendment of the future land use map for the former golf course parcel (the forty-acre parcel currently located outside of the Village limits) from Planned Neighborhood to “Institutional Campus and Limited Resort”.

Procedures for amending the Comprehensive Plan are governed by State Law. Prior to scheduling formal public hearings in accordance with the required procedures, the applicant is requesting a conceptual, informal review of their submitted request.

Planned Development Overlay Zoning Request

Planned Development zoning is a multi-step process in which a customized, negotiated zoning overlay district is created. Step one entails a pre-application review with Village Staff. Step two entails a conceptual zoning overlay review meeting with the Plan Commission. Step three includes a public hearing and request for a zoning map amendment to approve a “General Development Plan”. Finally, step four includes review and approval of a “Final Development Plan”.

The developer has requested that a conceptual review of the PDO zoning district occur at the same meeting as the conceptual review of the Comprehensive Plan amendment request. In this way, the Plan Commission may review both applications at the same time to better understand how the zoning may be consistent with a future Comprehensive Plan amendment.

Conceptual review is non-binding but offers an opportunity to ask questions and provide feedback before further formal applications are developed.

A more detailed zoning review is provided by the Village’s Zoning Administrator.

Village of Williams Bay and Topography, LLC – Proposed “The Preserve” Development

Potential Schedule for Application Review*							
	July 23 – August 6	August 6	August 13 Plan Commission	Late August / Early September	September	October X (TBD) Joint Meeting of Plan Comm. & Village Board	Future Meeting
Comprehensive Plan		Publish Packet	Concept	Submit notice to newspaper	Publish Class I Notice (30 Days before hearing)	Joint Hearing, Plan Commission Recommendation, Village Board Action	
Annexation						Annexation Ordinance and Temporary Zoning	
Planned Development Overlay (PDO)	Step 1. Prepare application (per Ordinance) and Pre-application meeting with staff	Publish Packet	Step 2. Concept Review (informational, non-binding) <i>Applicant to submit formal GDP application before notice is published in the newspaper as soon as possible after concept review</i>	Submit notice to newspaper <i>Dependent on submittal of formal GDP application</i>	Publish Class II Notice	Step 3. PDO-GDP (General Development Plan - formal map amendment) <i>FDP (Final Development Plan to be submitted <u>after</u> GDP approval)</i>	Step 4. PDO-FDP (Final Development Plan)
Development Agreement	Meet with Village Engineer and other Village Staff to review public improvements					Agree on concepts of the Development Agreement (<i>Formal approval aligned with the FDP</i>)	Development Agreement Approval

*This is a draft schedule that may not be inclusive of every application required to proceed with proposed development. Dates are hypothetical and dependent on timely submittal of formal applications and completion of staff reviews.

Ordinance Requirements for PDO Concept Review

Section 390-0709 PDO Planned Development Overlay District

Subsection (F) governs the “Concept Plan” step of PDO review. Application requirements are listed in subsection (4) below.

4. The **Concept Plan** submittal shall include the following items:
 - A. A location map of the subject property and its vicinity.
 - B. A general written description of the proposed planned development, including:
 1. General project themes and images.
 2. The general mix of dwelling unit types and/or land uses.
 3. Approximate residential densities and nonresidential intensities as described by dwelling units per acre, landscaping surface ratio, and/or other appropriate measures of density and intensity.
 4. General treatment of natural features.
 5. General relationship to nearby properties and public streets.
 6. General relationship of the project to the Comprehensive Plan.
 7. A written description of potentially requested exemptions or variations from the requirements of the underlying base zoning district. The purpose of this information shall be to provide the Plan Commission with information necessary to determine the relative merits of the project with respect to private versus public benefit, and to evaluate the potential adverse impacts created by making exemptions to standard zoning district requirements.
 8. A conceptual drawing of the site plan layout, including the general locations of public streets and/or private drives.

See Ordinance **Section 390-0709(G) for GDP requirements** and **Section 390-0709(H) for FDP requirements**.

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