



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, SEPTEMBER 10, 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 August 13, 2024
- V. Recommendation for a Temporary Use Permit
 - A. APPLICANT: Mike Condrón and John Dwyer (Applicants)
TAX KEY: WOP 00008 and WWUP 00088
STREET ADDRESS: 105 N. Walworth Street and Lakefront Area, Williams Bay, Wisconsin 53191
Applicant is requesting a Temporary Use Permit per Section 390.208 "Temporary Use Permit" and Section 390.0316.B Temporary Outdoor Sales for a food vending cart.
- VI. Recommendation for Conditional Use Permit
 - A. APPLICANT: Chris Pauly, Williams Bay Investments, LLC (Owner)
TAX KEY: WOP 00051
STREET ADDRESS: 36 W. Geneva St., Williams Bay, Wisconsin
The applicant requests a Conditional Use Permit per 390.1207, *Conditional Use Permit*, and 390.0310M, *Tourist Rooming House* to establish two dwelling units available for stays for one to six consecutive days by paying guests.
- VII. 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 requests a recommendation to the Village Board for a subdivision plat, pre-annexation agreement, and development agreement for a 42-lot single-family subdivision.

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: 09/04/2024 5:00 PM



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

UNOFFICIAL MINUTES PLAN COMMISSION MEETING 8/13/2024 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.

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, Jess Haak, Marianne Klemke, Matt Robbins

Also Present: Administrator David Lothspeich, Zoning Administrator Bonnie Schaeffer, Village Engineer Doug Snyder, Vandewalle & Associates, Sonja Kruesel

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Plan Commission Meeting Minutes of July 9, 2024

The motion to approve the Plan Commission Meeting Minutes of July 9, 2024 was initiated by Commissioner Klemke and seconded by Trustee Wright. Unanimously carried.

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.

The 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 was tabled.

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.

Highlights from the discussion included:

- Creation of Emergency Access Road which the Village may be responsible for plowing
- Public walking path to Kishwaukee with upgrades to limestone which will be maintained by subdivision
- The lot of sizes are proposed to be between 14,000 and 42,000 square feet
- Side load garages with concerns specifically to lot sizes for lots 35, 36, and 37
- Proposing to use a single local builder
- Types of Trees which will be planted and who will be responsible
- The Homeowners Association and Dues specifically regarding sufficient funds for future maintenance when turned over to HOA

The motion to table the subdivision plat, pre-annexation agreement, and development agreement for a 42-lot single-family subdivision was initiated by Commissioner Haak and seconded by Commissioner Robbins, Trustee Wright No. Unanimously carried.

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.

Highlights from the discussion included:

- Proposed amendments to the Comprehensive Plan - amend text to Institutional Campus to include "and Limited Resort" and Proposed PDO concept plan proposing the Future Land Use Changed to be Institutional Campus and Limited Resort
- Proposed to increase the number of rooms from 56 to 62, compared to the Abbey with 300+ rooms
- Boutique hotel with amenities for guests, plus the relocated outdoor amphitheater for guests and public

VIII. Adjournment

The motion to adjourn was initiated by Commissioner Gage and seconded by Trustee Wright at 09:07pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting September 10, 2024

September 3, 2024

APPLICANT: Mike Condron and John Dwyer dba Dip in the Bay

TAX KEY: WOP 00008 and WWUP 00088

STREET ADDRESS: 105 N. Walworth Street and Lakefront Area, Village of Williams Bay

The applicant is requesting approval of a Temporary Use Permit per Section 390.0208, *Temporary Use Permit* and Section 390.0316B *Temporary Outdoor Sales* for a food, souvenir, and sundries vending cart.

Two possible locations are proposed including the Williams Bay beachfront and the Dip in the Bay parking lot.

Per Section 390.0208A(1), Temporary uses are those uses that have the potential to create undesirable impacts on nearby properties if allowed to develop simply under the general requirements of this Chapter. In addition to such potential, temporary uses also have the potential to create undesirable impacts on nearby properties that potentially cannot be determined except on a case-by-case basis. In order to prevent this from occurring, all temporary uses are required to meet certain procedural requirements applicable only to temporary uses, in addition to the general requirements of this Chapter and the requirements of the zoning district in which the subject property is located.

Per Section 390.0208E(1), The Plan Commission, in its consideration of the submitted application, may make findings on each of the following criteria to determine whether the Temporary Use Permit shall be approved, approved with modification, or denied:

- a) All standards of this Chapter and other applicable Village, state, and federal regulations are met.
- b) The public health and safety is not endangered.
- c) Adequate public facilities, utilities, and open space areas are provided.
- d) Adequate control of stormwater and erosion are provided and the disruption of existing topography, drainage patterns, and vegetative cover is maintained insofar as is practical.
- e) Appropriate traffic control and parking are provided.
- f) Applicable performance standards, per Section 18.0800, are met.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator



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** [§18.1206] - \$200.00 plus \$.04/sf floor area
- ☐ **Conditional Use Permit (CUP)** [§18.1207] - \$500.00
- ☐ **Certificate of Compliance** [§18.1211] - \$200.00
- ☐ **Temporary Use Permit** [§18.1208] - \$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)** [§18.0709] - \$500.00
- ☐ **Planned Development Amendment** - \$500.00
- ☐ **Zoning Text or Map Amendment** [§18.1204] - \$500.00
- ☐ **Project Concept Review** - \$200.00
- ☐ **Land Use Plan Amendment** - \$500.00
- ☐ **Interpretation** [§18.1216] - \$200.00
- ☐ **Appeal** [§18.1217] - \$500.00
- ☐ **Other:** _____ Fee: _____

Date application was received:

08/27/2024

Fee Paid:

200.00

Physical Address of Site: Williams Bay Beach - East Geneva St;
Dip in the Bay - 105 N Walworth Ave, Williams Bay, WI 53191

Tax Parcel Number: Beach - WWWP00088; Dip in the Bay - WOP0008

Project or Development Name: N/A

Applicant

Name: Mike Condron and John Dwyer dba Dip in the Bay
Mailing Address: 105 N Walworth Ave
Williams Bay, WI 53191
eMail: Dubin@Dubindogs.com
Phone: 847-815-8086 (Mike's cell); 262-949-7550 (John's cell)

Owner of Site

Name: Beach - Village of Williams Bay; Dip in the Bay - Mike Condron
Mailing Address: Beach - 250 Williams St, Williams Bay, WI 53191
Dip in the Bay - 105 N Walworth Ave, Williams Bay, WI 53191
eMail: Dubin@Dubindogs.com
Phone: 847-815-8086 (Mike's cell); 262-949-7550 (John's cell)

Legal Representative

Name: N/A
Mailing Address: _____
eMail: _____
Phone: _____

Architect, Engineer, Contractor

Name: N/A
Mailing Address: _____

Application for Village of Williams Bay

eMail: _____
Phone: _____

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

Beach - Outside Beach House entrance on lawn.

Dip in the Bay - parking lot to the South of Dip in the Bay Ice Cream Shop, owned by Dip in the Bay.

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

Beach - P&R;

Current Zoning of Site: Dip in the Bay - VC **Current Overlay Districts of Site:** N/A

Proposed Zoning of Site: N/A

Proposed type of structure or use: N/A

Proposed use of structure or site: N/A

**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):

N/A

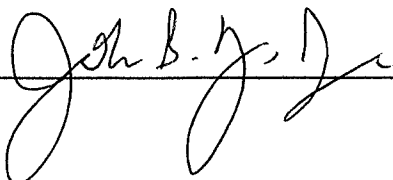
**Statement showing compatibility of proposed zoning district and/or proposed use to the Village
Comprehensive Plan:** (Attach separate sheet if additional space is needed)

N/A

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

N/A

Print Applicant's Name: John Dwyer

Signature of Applicant:  **Date:** 08/15/2024

DIP IN THE BAY, LLC

105 Walworth Avenue

PO Box 254

Williams Bay WI 53191

262-607-3032

Dip in the Bay, in conjunction with **Dubin Dogs** Mobile Food Cart is seeking to re-new our temporary use permit to allow us to continue to serve our delicious meals, ice cream, and souvenirs at the Williams Bay Beach during the 2025 season.

After five years of offering our concessions to beachgoers and park visitors, we feel as though we have become a 'staple' at the beach. Our customers are always extremely happy and relieved to see us at the beginning of beach season. And at the end of beach season, they tell us how hopeful they are that we'll be back the next year. And we certainly feel the same way about our customers.

We are proud to serve quality products at very affordable prices. Many of our customers express their gratitude that we are there to help make their time at the beach or their stroll in the park a much more enjoyable experience. We hear from so many people that we are a beloved fixture at Williams Bay Beach, and they would love to have us back every year.

Dip in the Bay...which has been in Williams Bay since 2012, delivering fresh, hand dipped ice cream to residents and guests alike...and **Dubin Dogs** are hopeful that we can be back this year to serve our delicious Hot Dogs, Brats and Ice Cream at the Williams Bay Beach.

We also ask to continue the sale of non-food items such as t-shirts, lake/beach souvenirs and various sundries, such as sunscreen and lip balm, that could be helpful to beachgoers and people who are out strolling. Many people were quite pleased that they had the opportunity to purchase t-shirts with the Williams Bay name on it. Or a shirt that helped them show off their accomplishment of 'Conquering the Path'.

Our location in front of the Beach House has worked out very well the past five years. It was a convenient spot for the beachgoers and did not hinder anyone from entering or exiting. We are hoping to return to that spot for the 2025 season, if feasible. We will, again, be sure to not operate at times that would interfere with any municipally sanctioned events that may be happening near the lakefront.

We are eager to continue to partner with the Village to offer this amenity while responsibly expanding our brands.

In addition to the beachfront, we ask that the permit to also include the Dip in the Bay location at 105 Walworth Avenue (our parking lot), so that we can operate the cart near our shop for various events.

Thank you for your consideration.



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting September 10, 2024

September 3, 2024

APPLICANT: Chris Pauly, Williams Bay Investments, LLC (Owner)

TAX KEY: WOP 00051

STREET ADDRESS: 36 W. Geneva St., Williams Bay, Wisconsin

The applicant requests a Conditional Use Permit per 390.1207, *Conditional Use Permit*, and 390.0310M, *Tourist Rooming House* to establish two dwelling units available for stays for one to six consecutive days by paying guests.

Per Section 390.1207.E.(2), when reviewing a conditional use permit application, it shall be determined if the application meets the following criteria:

- a) Is in harmony with the recommendations of the Comprehensive Plan.
- b) Will 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.

Per State Statutes:

If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the village ordinance or those imposed by the village zoning board, the village shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence. "Substantial evidence" means facts and information,

other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

The conditions must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the village relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The village's decision to approve or deny the permit must be supported by substantial evidence.

CONCLUSION:

The applicant shall agree to meet all the conditions listed in Section 390-0310.M:

Tourist rooming house. A dwelling unit available for stays for one to six consecutive days by paying guests, which may or may not be owner-occupied for parts of the year. These uses are often referred to as vacation rentals and include timeshare units.

(1) Occupancy shall be limited to two persons per bedroom, plus an additional two persons. At no time may the number of guests exceed eight regardless of the number bedrooms in the dwelling unit.

(2) The maximum stay for any party other than the owner of the premises shall be six consecutive days.

(3) The number of guest vehicles allowed on site is limited to the number of bedrooms in the unit. On-street parking is prohibited. No recreational vehicle or tent may be used for living or sleeping purposes.

(4) The appearance or use of the dwelling shall not be altered in a manner that would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emission of sounds, odors, dust or vibrations that carry beyond the premises.

(5) The availability of the tourist rooming house to the public shall not be advertised on site.

(6) The tourist rooming house must be licensed by the State of Wisconsin.

(7) Minimum required off-street parking: one space per each bedroom.

(8) The total number of tourist rooming houses permitted in the Village shall not exceed fifteen.

The conditional use application meets the required criteria and approval is recommended.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

OFFICIAL PUBLICATION
FOR THE
VILLAGE OF WILLIAMS BAY
Walworth County, Wisconsin

NOTICE OF PUBLIC HEARING
FOR A
CONDITIONAL USE PERMIT
BEFORE THE
PLANNING COMMISSION

September 10, 2024 at 6:30 PM
Village Hall Council Room
250 Williams Street

APPLICANTS: Chris Pauly, Williams Bay Investments, LLC (Owner)

TAX KEY: WOP 00051

STREET ADDRESS: 36 W. Geneva St, Williams Bay, Wisconsin 53191

The applicant requests a Conditional Use Permit per 390.1207, *Conditional Use Permit*, and 390.0310M, *Tourist Rooming House* to establish two dwelling units available for stays for one to six consecutive days by paying guests.

All interested in the above matter are invited to attend. Copies of the application are on file at the Village Hall and are available for public inspection during regular office hours on Monday, Tuesday, Wednesday, Friday from 8:30 am – 5:00 pm and Thursday 8:30 am – 12:00 pm.

Tina Kolls
Village Clerk
Published August 22 and August 29, 2024



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:

500.00

Physical Address of Site:

36 W Geneva St

Tax Parcel Number:

WOP 00051

Project or Development Name:

Applicant

Name:

Mailing Address:

eMail:

Phone:

Chris Pauly

PO Box 1442

Williams Bay, WI 53191

drpauly83@yahoo.com

630 290 5923

Owner of Site

Name:

Mailing Address:

eMail:

Phone:

Williams Bay Investments LLC

PO Box 1442

Williams Bay WI 53191

drpauly83@yahoo.com

630 290 5923

Legal Representative

Name:

Mailing Address:

eMail:

Phone:

Architect, Engineer, Contractor

Name:

Mailing Address:

eMail:

Phone:

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

Lot 16 B1K 3 original plot village of
Williams Bay 0.478 Acres

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

Current Zoning of Site: VC

Current Overlay Districts of Site: _____

Proposed Zoning of Site: VC

Proposed type of structure of use: 2 Story 2 Bed 1 Bath
first floor, 2nd floor 1 Bed 1 Bath

Proposed use of structure or site: Tourist Rooming House

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):

Tourist Rooming House, ADA accessible
2 car garage, 3 parking spaces, all paved.
This space has been leased since 2016, has
a current lease

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

Allowed per zoning

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

Print Applicant's Name:

Chris Pauly

Date:

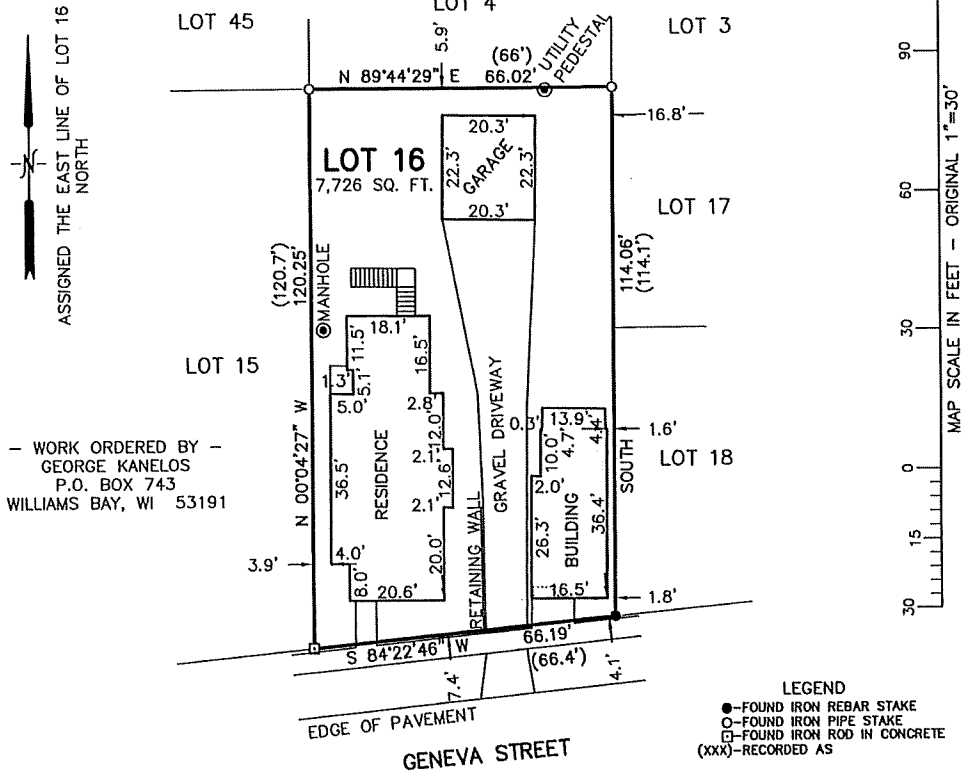
8/9/2024

Signature of Applicant:

Chris Pauly

FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT - P.O. BOX 437 - ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098 FAX: (262) 723-5886

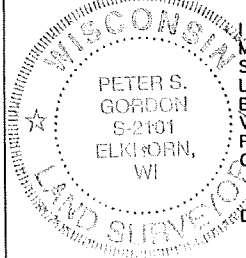


PLAT OF SURVEY

LOT 16 OF BLOCK 3 OF THE ORIGINAL
PLAT OF THE VILLAGE OF WILLIAMS BAY

LOCATED IN PART OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 1,
TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF WILLIAMS BAY,
WALWORTH COUNTY, WISCONSIN

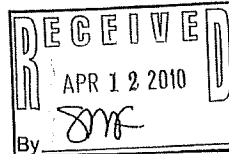
NOTE: COPIES OF THIS MAP TO WHICH THE FOLLOWING CERTIFICATE WILL APPLY SHOW
THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK. COPIES BY ANY OTHER
MEANS MAY HAVE ALTERATIONS WHICH DO NOT REPRESENT THE SURVEYOR'S WORK
PRODUCT.



I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER
MY DIRECTION AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND
SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE
LOCATION OF ALL VISIBLE STRUCTURES, AND DIMENSIONS OF ALL PRINCIPLE
BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS, AND
VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE USE OF THE
PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR
GUARANTEE THE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF.

DATED: 2/23/2010

PETER S. GORDON



PROJECT: 8072
DATE: 02/23/2010
SHEET 1 OF 1

FEB 23 2010

WOP - 51

017-2304



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission Meeting September 10, 2024

September 3, 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

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:

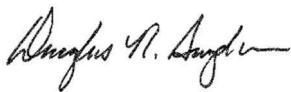
1. Provide the recorded document numbers for the sanitary easement from Willabay Condo and the walkway access easement from the power company.
2. Several lots are being filled more than four feet. Provide a means to assure that all structures will have foundation depths below frost level and that the 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.

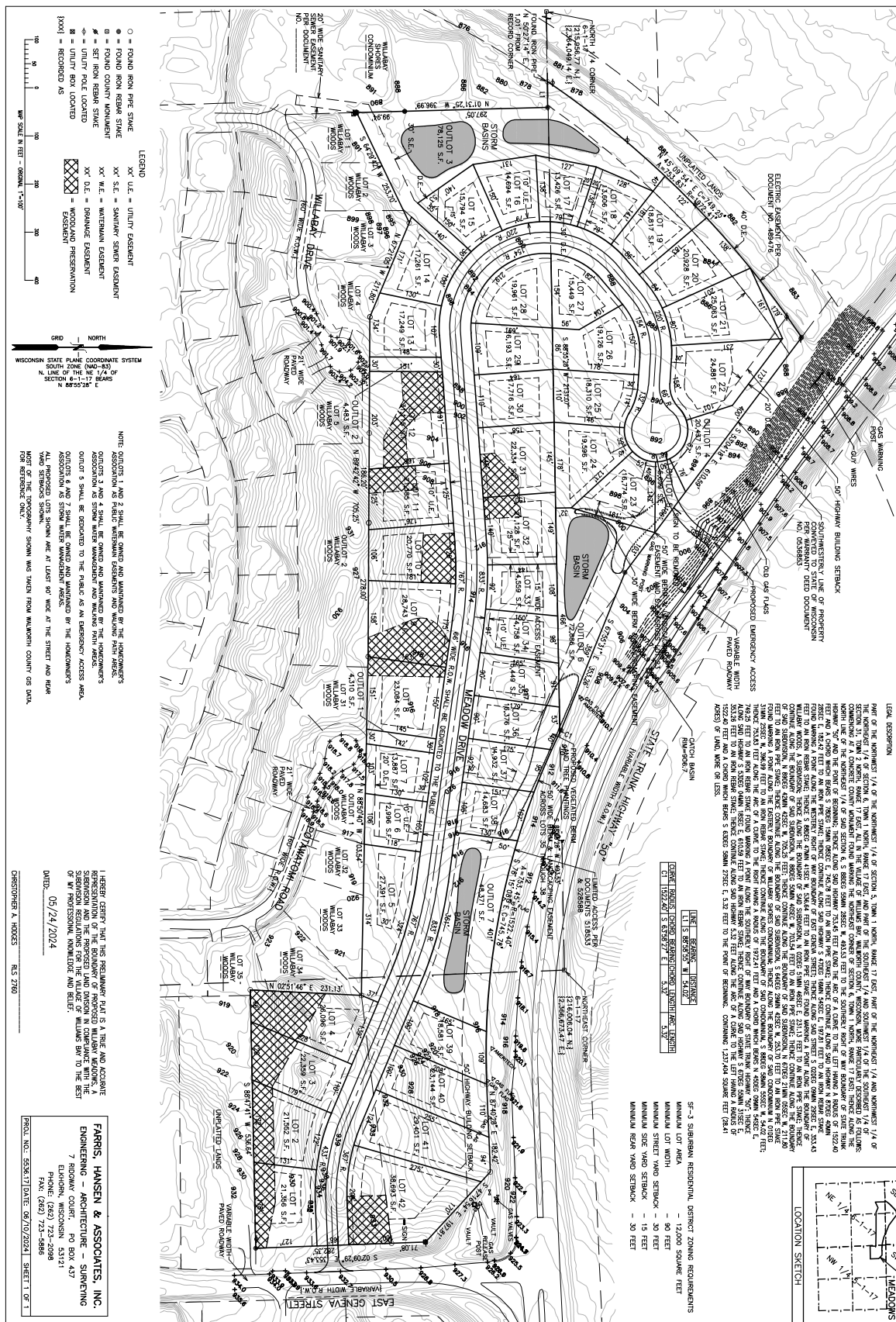


Douglas R. Snyder, P.E.

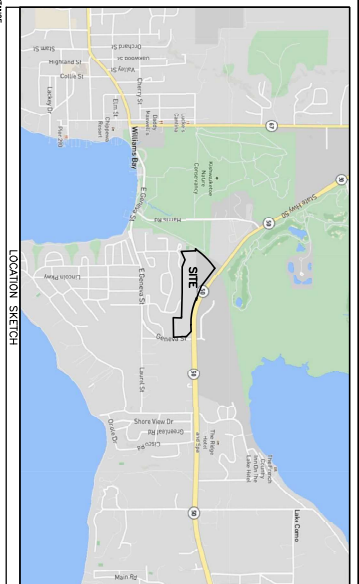
C: w/Encl via Email:

Bonnie Schaeffer, Zoning Administrator
Planning Commission Members

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



PART OF 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



SOIL BORINGS	
SE#1	SE#2
0-10" SILTY CLAY LOAM	0-11" SILTY CLAY LOAM
10-15" SILTY CLAY LOAM	11-22" SILTY CLAY LOAM
15-45" SILTY CLAY LOAM	22-42" SANDY CLAY LOAM
45-90" GRAVELLY SANDY LOAM	42-91" GRAVELLY SANDY CLAY LOAM
90-145" GRAVELLY SANDY LOAM	91-147" GRAVELLY SANDY CLAY LOAM
SE#2	SE#3
0-8" SILTY CLAY LOAM	0-14" SILT LOAM
8-40" SILTY CLAY LOAM	14-47" CLAY LOAM
40-88" GRAVELLY SANDY CLAY LOAM	47-83" SANDY CLAY LOAM
88-120" GRAVELLY SANDY LOAM	83-120" GRAVELLY SANDY LOAM
120-150" SILTY CLAY LOAM	118-150" SANDY CLAY LOAM
SE#1	SE#4
0-37" SILTY CLAY LOAM	0-37" SILTY CLAY LOAM
37-50" SILTY CLAY LOAM	37-58" GRAVELLY SANDY CLAY LOAM
50-78" GRAVELLY SANDY CLAY LOAM	58-144" GRAVELLY SANDY CLAY LOAM
121-150" GRAVELLY SANDY LOAM	

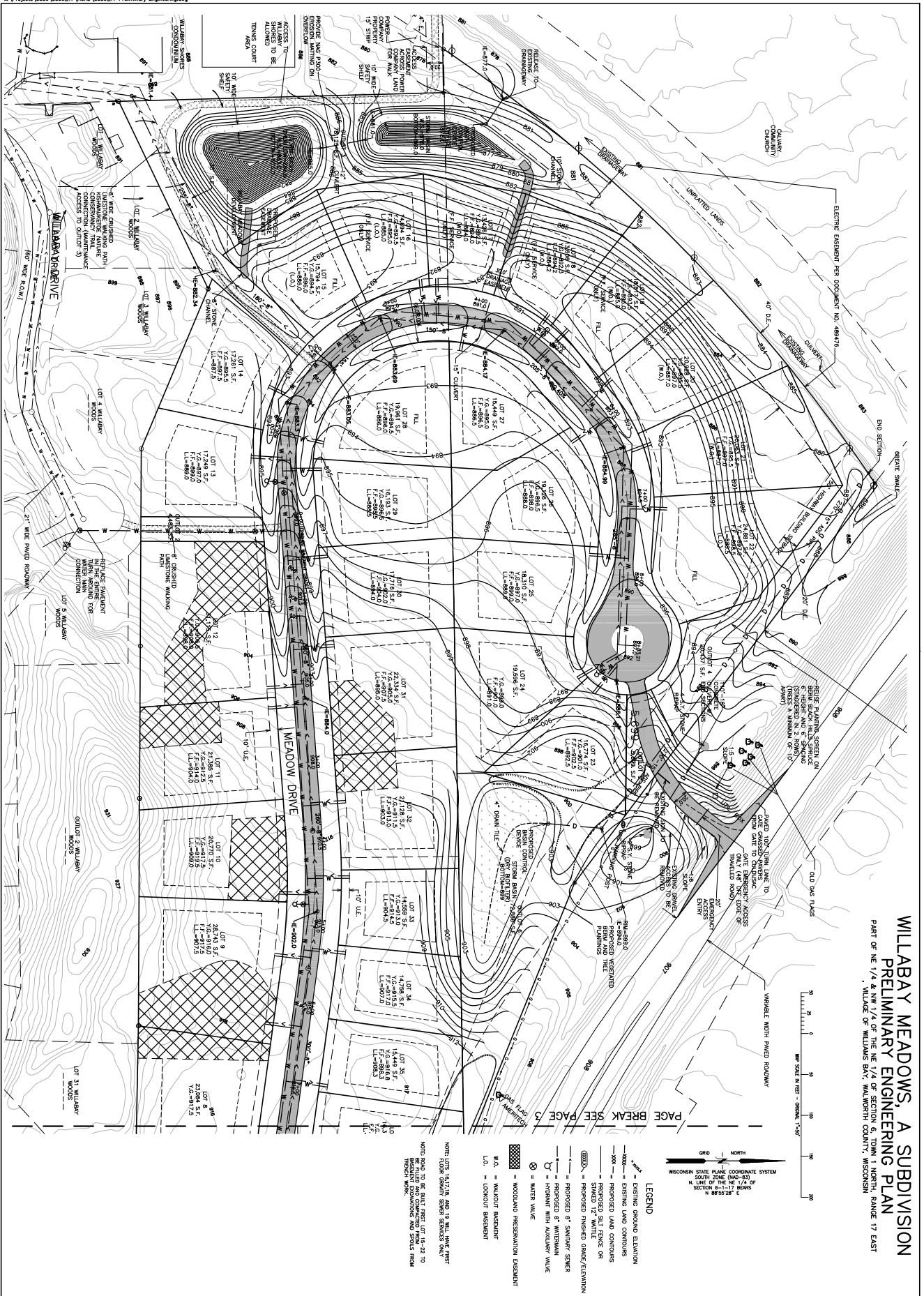
SHEET 1	-	OVERALL SITE DEVELOPMENT PLAN
SHEETS 2-3	-	DETAILED SITE, GRADING, DRAINAGE & EROSION CONTROL PLANS
SHEET 4	-	PROPOSED CONNECTION TO EXISTING SANITARY SEWER
INDEX OF SHEETS		

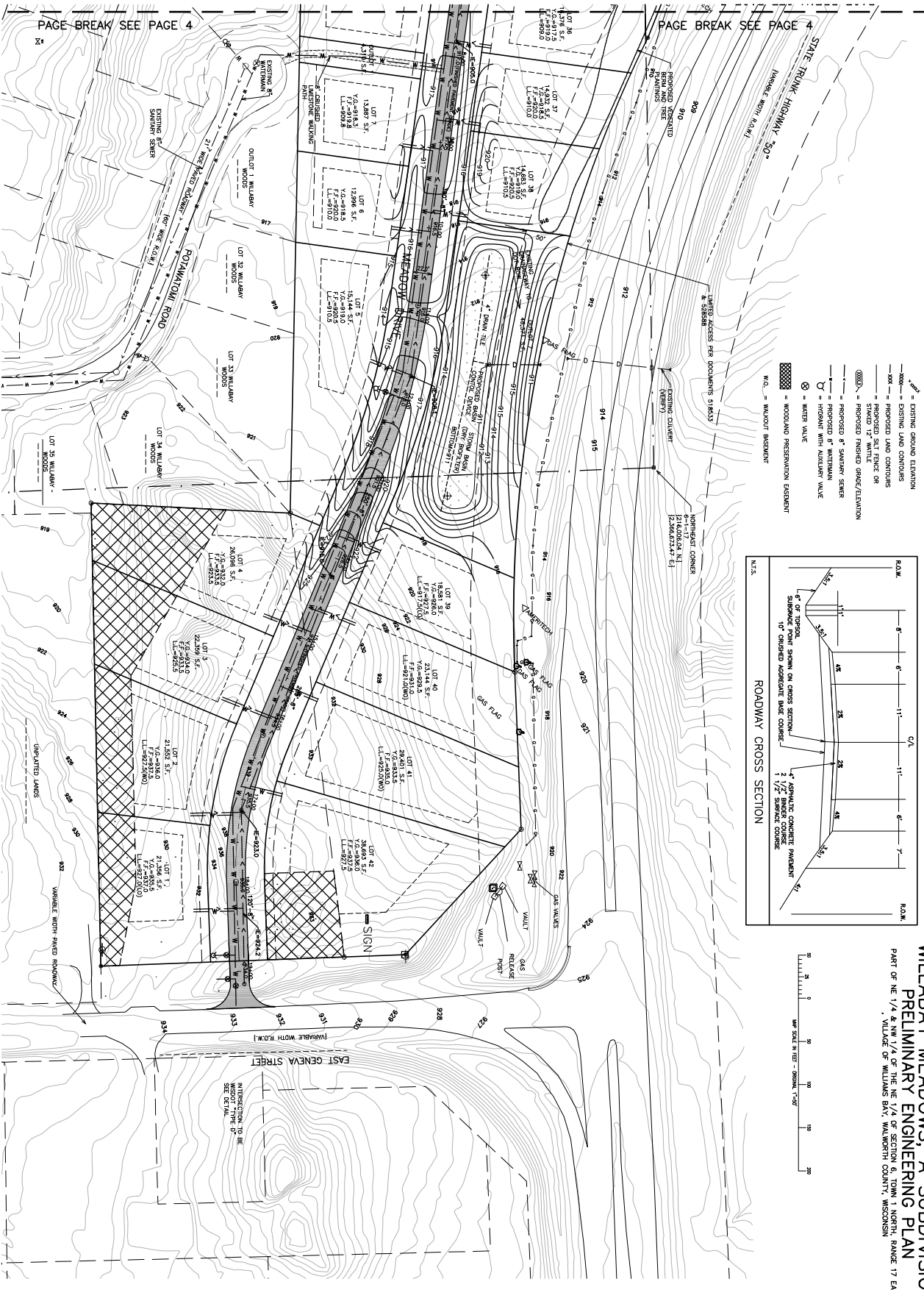
12/02/2020 - 15	ADVANCE
ADJ SOLR - RM INFO	
02/08/2023	
EMERGENCY ACCESS	
05/17/2024 - 15	ADVANCE
11/6/2023 - 15	ADVANCE
01/20/2024 - 15	REVIEW OUT/04 - 15
02/19/2024 - 15	ADVANCE
02/19/2024 - 15	ADVANCE
06/10/2024 - 15	ADVANCE
06/10/2024 - 15	ADVANCE

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

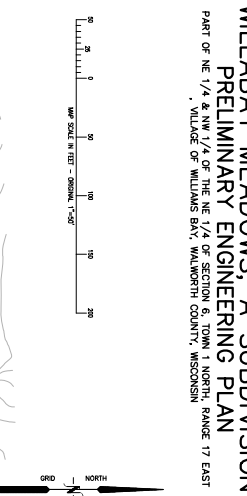
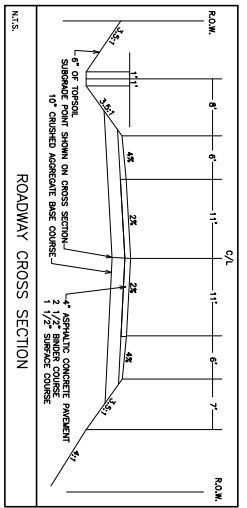
- WORK ORDERED BY -
LAND AND LAKES DEVELOPMENT
6400 SHAFER CT SUITE 325
ROSEMONT, IL 60018

WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN

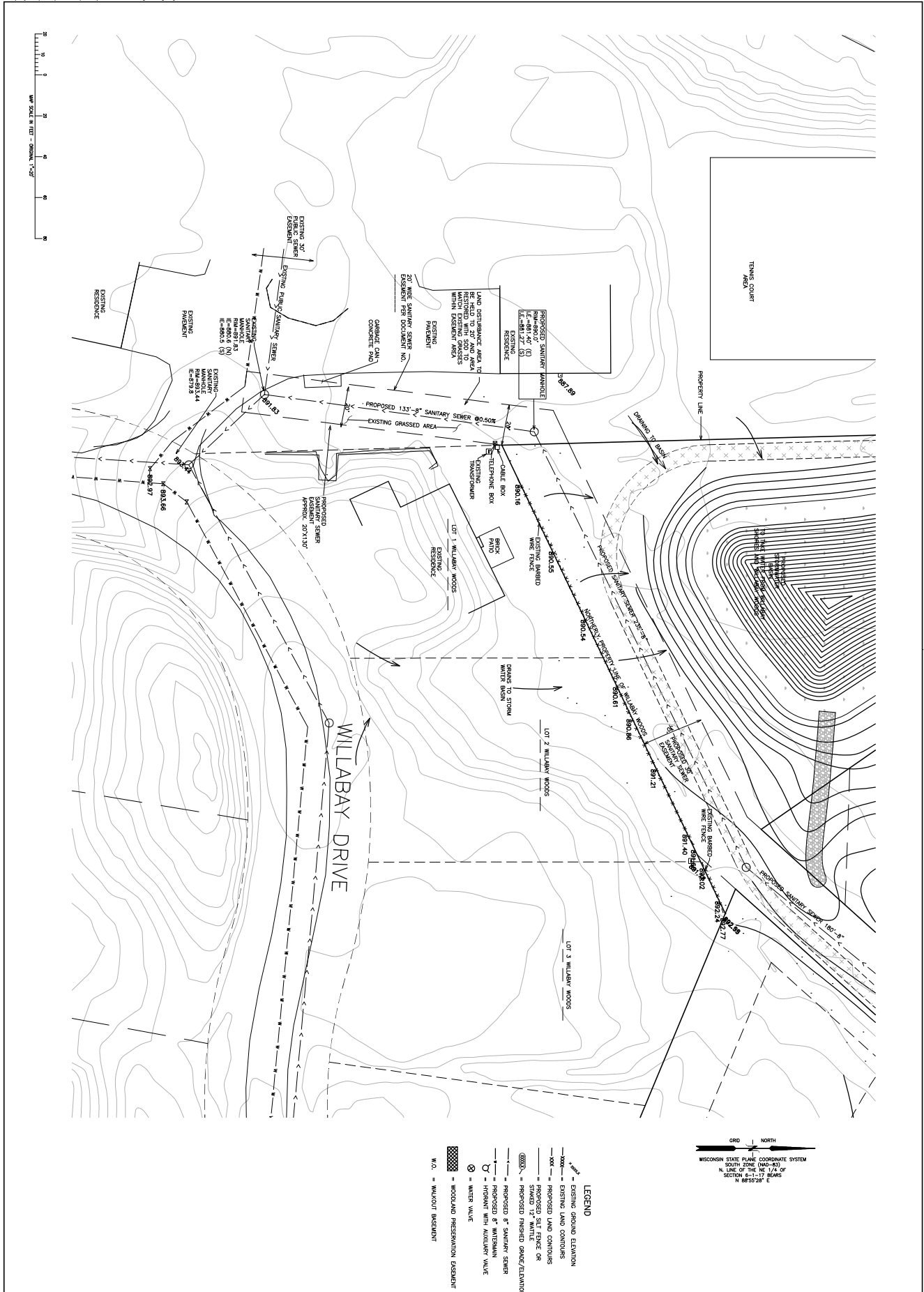




- LEGEND**
- = EXISTING LAND CONTOURS
 - - - = PROPOSED LAND CONTOURS
 - - - = PROPOSED 12\"/>



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, WISCONSIN



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

2/9

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

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



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

4/9

- 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	
		14. Proposed Width:		16. Proposed Trips Per Day (Check one) ☐ Seasonal ☐ 51-100 ☐ 1-25 ☐ 101-1000 ☐ 26-50 ☐ Over 1000 ➔ Peak hour traffic count: _____	
		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 DENIED MAY BE APPEALED UNDER WIS. STAT. S. 86.073.			Permit Provisions Also Apply: ☐ Supplemental ☐ Special		
☐ 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.			☐ Lane Closure System notification required		
☐ 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.			☐ Insurance or performance bond required		
☐ CONNECTION Permit APPROVED DOES NOT CREATE A RIGHT OF ACCESS OR ACCESS EASEMENT FOR THE PROPERTY. THIS PERMIT IS REVOCABLE.			☐ Permit voids/replaces permit #		
			☐ Transportation project plat ID #		
			☐ Temporary access. Permit expiration date below. See #34 .		
			☐ Shared Connection Co-user name(s):		
			Related ID #(s):		
			Misc. info:		
			04/30/2024 04/30/2024 07/19/2024		
			Application Submitted Approved Work Start Approved Work Finish Approved Work Extension		
			04/30/2024		
(WisDOT Authorized Representative Signature – If Computer-filled, Brush Script Font)			Application Completed Identification Number Issued Permit Expires Permit Amended		

5/9

➡ **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

6/9

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.

7/9

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.



8/9

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.

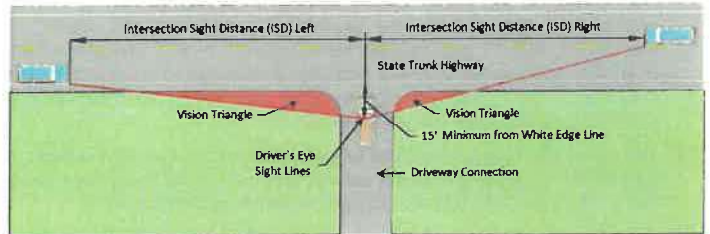
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TREE & VEGETATION MANAGEMENT

- ☐ 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:

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.

From: Mark Schroeder <mschroeder@janesvillelaw.com>
Sent: Friday, August 30, 2024 2:52 PM
To: David Lothspeich <admin@vi.williamsbay.wi.gov>
Subject: Willabay Meadows Subdivision

Dave

When the plan commission reviewed the proposed development agreement of the Willabay Meadows Subdivision at its meeting of August 13, I understand that there was some confusion regarding the requirements for garage doors facing a public street. That subject is addressed in Section 390-0315 I. of the Zoning Ordinance. In subpart (3) of that section, while it encourages side-or rear-loaded garage doors whenever practical, it does not require them. For front facing garage doors, it provides in subpart (4) (a) that the first two garage bays must be set back a minimum of two feet behind the front or street side of the side of the house. Should an individual wish to have the garage bays not set back that distance or any distance from the street side façade of the house, they can do so only through the issuance of a conditional use permit. Similarly, pursuant to subpart (4) (b), if there are additional garage bays, they must be set back a minimum of two additional feet behind the first two garage bays, unless they are issued a conditional use permit to vary that setback requirement.

Mark A. Schroeder
CONSIGNY LAW FIRM, S.C.
303 East Court Street
Janesville, WI 53545
(608) 755-5050; (608) 755-5057 (Facsimile)
mschroeder@janesvillelaw.com

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From: markfbrower@gmail.com <markfbrower@gmail.com>
Sent: Friday, August 16, 2024 8:50 PM
To: David Lothspeich <admin@vi.williamsbay.wi.gov>
Cc: John Marra <ref-ump@sbcglobal.net>; Carol Kokinis-Graves <misskali@comcast.net>; Rick Dasko <rick@bradfordsystems.com>; Bonnie Schaeffer <zoning@vi.williamsbay.wi.gov>; Mike Fieweger <2206fieweger@gmail.com>; mmschnell@msn.com
Subject: Planning commission meeting Aug. 13

Hello David,

I would appreciate it if you could please forward this summary of points presented by myself, as a member of the Willabay Woods Steering committee, to appropriate village plan commission members, village attorney, village engineer, or anyone else whom would benefit from this written summary of our neighborhood positions.

Our neighborhood appreciates the progress that has been made by the village and developer as regards to this project, but obviously some work remains.

Here are the main points from our neighborhood meetings over the last two years that need to be clearly articulated as they do not seem to be addressed in detail in the present plat.

1) pedestrian paths between the new subdivision and our neighborhood via Willabay and Potawatomi should be foot traffic only and labeled as such. The main reason is SAFETY. Our neighborhood streets have no sidewalks. There is no shoulder, and both Willabay and Potawatomi are blind turns that elevate. Once they leave our neighborhood, the pedestrian must then navigate Geneva street. Our neighbors have witnessed close calls with children pushing the baby buggy, parents or grandparents pushing the wagon full of beach toys, and traffic coming up the streets too fast. The pedestrian traffic on the Willabay and Potawatomi paths should be minimized for safety reasons, the path should be 30 inches to 36 inches only so as not to allow the possibility of larger vehicles using it. It should be baffled with staggered fence or metal barrier posts.

2) The main path should be from the west side of the new development to the existing path for Kishwauketoe. It should be enhanced to encourage most of the pedestrians to use this path as follows. This path should also be pedestrian only, 5 feet wide, baffled as well, improved from the new development with crushed limestone or other satisfactory surface all the way to Harris road, which leads directly to our beautiful village lakefront. This keeps as many pedestrians as possible out of traffic and safely arrived at the lakefront. It should be noted the pathway drawn on the present path was unduly long and obviously an afterthought. It has no 30 foot easement as the Willabay and Potawatomi paths. I spoke with Jon Hovestol, executive pastor at Calvary Community Church whom owns the strip of land that would need to be crossed for a more reasonable path. His initial reaction was that something could be worked out. No one from the developer had reached out to him when we last spoke a month or so ago.

It would be up to the village, but a park on that side of the development with a path within it leading to Kishwauketoe would be a nice touch to the project, but we understand that may sacrifice a lot and there are already concerns about the number of lots as related to side loading

garages. One would seem to think at least the 30 foot easement outlined for the other 2 paths would be needed.

Any traffic related to street legal golf carts, bicycles, E bikes, etc. should use the main entrance off Geneva street. Again, both of the above pedestrian paths should be clearly labeled "pedestrian foot traffic only, no wheeled vehicles allowed"

Respectfully submitted,

Mark Brower

Sent from my iPad

**Proposed Resolutions to Questions and Comments Raised at
Williams Bay Planning Commission Meeting
August 13, 2024**

1. Will the Route 50 emergency access road be available to residents?

No. The emergency access was required by the Village Fire and Police Departments due to the length of Meadow Drive once the connections to the adjacent subdivision were eliminated. Police and Fire required an additional access point and requested that the access be secured with a gate to restrict access for emergency use only. The gate will be locked with a Knox box that only can be purchased with authorization from the Fire Department. Only first responders may hold keys to and/or authorize access to Knox boxes.

2. Has the responsibility for plowing of the Route 50 emergency access been determined?

The Developer requests that the Village plow the emergency access at the expense of the Willabay Meadows HOA. Because only the Village will have the keys to the Knox box on the gate to the emergency access, the Developer requests that as a matter of public safety, the Village plow the emergency access when it plows the public streets in Willabay Meadows.

Plowing is expected to occur only after a two-inch snowfall. Baxter Woodman estimates that the plowing will take one hour per snowfall, including travel to and from Public Works, and that the Village's cost is currently \$150.00/hour. From 2010-2024, the maximum number of snowfalls greater than 2" in any year has been ten (10) snowfalls. (See snowfall records in [Attachment 1](#) to this memo). Therefore, it is recommended that an annual charge of \$1,500.00 be paid to the Village by the HOA.

It is recommended that Development Agreement, Section 2.4 O. be revised as follows:

“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, at its own cost, will install a gate at the Route 50 side of the emergency access drive which will be locked and accessible to emergency responders via a fire department approved Knox box. The Developer, then WMHOA (as defined in Section 3.1 hereof), shall hold, own, and maintain Outlot 5, including the emergency access drive, except that the Village shall keep the emergency access clear from snow. After the first lift of asphalt, the WMHOA will pay to the Village an annual fee of \$1,500.00 for the annual cost of the snow plowing.”

Further, it is recommended that Section 3.1 of the Development Agreement be revised as follows:

“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.”~~

3. What is the exact amount of the sanitary sewer contribution?

The sewer contribution of \$160,876 and is recited in the Sanitary Sewer Improvements Agreement that is attached as Exhibit 5 to the Development Agreement.

This amount was calculated by Baxter and Woodman. This represents Willabay Meadows’s proportionate share of the total estimated cost of the Harris Road lift station and force main improvements (including a 30% contingency).

4. Phasing needs to be less than 10 years, it should not be at the discretion of the Developer and the development timetable needs to be tightened.

It is believed that the Commission’s desire is to see that infrastructure construction be completed in less than 10 years. A maximum of one year was suggested by the Commission.

It should be noted that time restrictions on construction should apply only to subdivision infrastructure. Home construction may extend over a much longer period. For example, there are still nine vacant lots (13% of the total lots) in the adjacent Willabay Woods subdivision even though that subdivision was first developed in 1986.

Infrastructure construction, especially mass grading and underground utilities are usually installed early in the subdivision’s development process, while other improvements are generally deferred for purposes of protection of pavement surface, settlement and compaction, seasonal conditions, and ensuring a high-quality end product. At the Commission meeting, Baxter Woodman voiced its opinion a period of more than one year would be required before the Developer was permitted

to lay the binder course of street paving. This was to allow for settlement of the site's mass earthwork. Final paving course would occur after the binder course. Items like street trees are generally not installed until street construction is complete. All of this implies multiple years of development.

If an unexpected economic downturn occurs such as in the 2007-2012 residential market collapse, both the Developer and the Village need flexibility. It should be noted that once construction begins, the Developer must post financial surety with the Village to ensure completion of the infrastructure improvements.

It is proposed to revise Section 2.1 as follows:

"SECTION 2.1. **Phasing, Construction Schedule.** Willabay Meadows is ~~designed~~ designed as a 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 in which all underground infrastructure improvements are planned to be installed in a single construction stage. The Developer may propose construction stages on the final engineering plans and final plat. The construction schedule will conform to the final engineering plans, include record information of the ~~previous phase~~ completed work, and require Village 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") within six (6) years of construction commencement, subject to extension upon written request to the Village, which request shall set forth the reasons for such an extension. The Village shall not unreasonably withhold approval of extension of the Improvements, provided that the Developer continues to post financial surety for 110% of the cost of the improvements as more fully set forth in Section 7.4 of this Agreement. The Developer also shall be responsible for its proportionate share of capital costs of ~~the project~~ off-site sanitary sewer improvements as set forth in ~~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.~~"

It is further recommended that Section 7.1 of the Development Agreement be revised as follows:

“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~~ eighteen (18) months year 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 sixth (6th) ~~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.”

5. There are too many cases of developer’s discretion in the Development Agreement

The Development Agreement uses the word “discretion” twice. The reference in Section 2.1 is recommended for deletion as shown in the discussion of Item 2 above.

The word discretion also appears in Section 2.2. of the Development Agreement.

It is recommended that the entire paragraph be deleted and replaced as follows:

“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.~~ The Developer shall have the right to select and engage any contractors, subcontractors, suppliers, or vendors it deems appropriate for the construction, development, and completion of the Project. The Village agrees that it shall not impose any restrictions or conditions that would limit or otherwise interfere with the Developer's ability to select contractors and subcontractors of its choosing, provided that all selected parties are duly licensed and qualified under applicable local, state, and federal laws.”

6. Do not like the provision allowing for construction of model homes before full improvements are installed.

Section 7.3 of the Development Agreement refers to Model Homes. Construction of model homes prior to completion of all improvements is the norm in subdivision development. For homebuyers of new construction, model homes are a critical aspect of decision making. Construction of any model home remains subject to approval by the Village, its engineer and the

Village building inspector. No occupancy permits are allowed until the model homes are connected to subdivision infrastructure.

It is recommended that Section 7.3 of the Development Agreement be revised as follows:

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 permits, 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. The initial four (4) model homes may be used for marketing purposes only and may not be sold to the public until all connections to subdivision infrastructure are complete. None of the foregoing shall limit the Developer's right to construct additional model homes where the Improvements have been constructed.

7. Where did the \$750/lot fee in lieu of park construction come from?

Section 375-0709 C. reads as follows:

C. Public site fee option. If the proposed subdivision does not encompass a proposed public park, parkway, or other open space lands, or if the Village Plan Commission requires the reservation of land as set forth in § 375-0709B of this chapter, fee for the acquisition of public sites to service the future inhabitants of the proposed subdivision shall be paid to the Village Treasurer at the time of first application for approval of a final plat of said subdivision or part thereof in the amount of \$750 for each proposed dwelling unit/lot within the plat. Public site fees collected by the Village Treasurer under the provisions of this chapter shall be placed in a nonlapsing special fund for Village parks and shall be separate from the General Fund of the Village, and said special fund shall be used exclusively for the acquisition and development of park, recreation, and other open space areas within the Village.

This is addressed in Section 2.4 N of the Development Agreement. The recommended revision is as follows:

N. **Public Site Fee.** ~~Notwithstanding Sec. 375-0709B~~ Pursuant to Section 375.0709C 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.

8. Lots 35, 36 and 37 should be bigger.

The three lots have the following sizes:

Lot 35	15,449 sf	(.35 acres)
Lot 36	18,376 sf	(.42 acres)
Lot 37	14,932sf	(.34 acres)

The majority of the Willabay Meadows property lies within the municipal boundaries of Williams Bay. It is zoned SF-3, which is the same zoning classification as the adjacent Willabay Woods subdivision. To maintain uniformity, the additional property being annexed will also be zoned SF-3.

The minimum lot size required by in SF-3 zoning as set forth in municipal code Section 390.0211 is 12,000 sf (.28 acres). The smallest of these lots is 24% larger than required. The average lot size in Willabay Meadows is 20,038 sf (.46 acre).

The average Willabay Meadows lot is 30% larger the average lot in other SF-3 subdivisions in the Village.

Prairie View	Average lot size:	14,695 sf
Lakewood Trials	Average lot size:	16,277 sf
Willabay Woods	Average lot size:	14,784 sf
Willabay Meadows	Average lot Size:	20,043 sf

A comparison of lot sizes in other subdivisions in the Village is attached as Attachment 2 to this memo.

9. Impact fees: Are these the payment for the sewer contribution?

No. The impact fees are linked to water supply, treatment and storage. Impact fees are required by municipal code Section 371-3A. The last published fee was \$3,147.50/lot in 2022, (which amount is to decrease 2% annually on January 1 of each year unless otherwise determined by the Village Auditor). The fees are payable when a building permit is issued.

The impact fees are in addition to the \$160,892 contribution for the sanitary sewer/lift station improvements. The sanitary sewer contribution is due within 60 days of the final plat approval.

No changes to Section 11.5 of the Development Agreement are recommended.

10. Garages:

a. Front-facing garages are not desired.

The Planning Commission voiced a strong preference for side-loading garages. This preference is stated in municipal code Section 390.0315 I.3: “To minimize the visual impact of garage doors as seen from the public street, attached residential garages should be side- or rear-loaded whenever practical.” The next section of the municipal code Section 390.0315 I.4(a) permits front-facing garages, as a matter of right, if the front-facing garage is set back at least two (2) feet from the front elevation of the residence:

“[F]or garage doors facing a public street the following shall apply: The first two garage bays shall be set back a minimum of two feet behind the front or street side façade of the house, except for the issuance of a conditional use permit.”

b. Are Lots 15 -21, 23 and 24 large enough to allow for side loading garages?

The specific lots questioned by the Commission as being “too small” for side-loaded garages are all on the curved sections of Meadow Drive. Given that the lots in Willabay Meadows are far larger than required, a preference for side-loaded garages can be stated in architectural approval guidelines of the Declaration of Covenants, Codes and Restrictions (CCRs) to be recorded against the property. Thus, all lot purchasers will be aware of this preference. A copy of the proposed CCRs is Exhibit 7 to the Development Agreement.

Without having a home purchaser and his/her architectural plans known at this time, it may be useful to compare nearby homes built on the adjacent cul de sac, Willabay Drive, to the Meadow Drive lots. Attachment 4 to this memo illustrates that detached and/or side-loading garages can be built on lots smaller than those proposed for the Willabay Meadows cul de sac.

Attachment 4 shows the average size of the adjacent Willabay Drive cul de sac lots is 13,634 sf, with the smallest lot sized at 11,761 sf. Yet, in November 2023, a newly constructed home with a side-loading garage was purchased at 503 Willabay Drive. That lot is sized at 12,197 sf.

In comparison, the average lot on the curved section of Meadows Drive is 19,837 sf, which is 45% larger than the average Willabay Drive cul de sac lot. The smallest lot on the curved section of Meadow Drive is Lot 17 (13,426 sf), which is still larger than the lot on which the side-loaded garage was recently constructed on the Willabay Drive cul de sac.

c. We do not want to see conditional use applications for front-loading garages.

The Developer believes that all lots will conform to the Village’s municipal code, and therefore, it recommends deletion of the Development Agreement language requesting a waiver of hearings for variances or conditional use approval for Willabay Meadows lots. However, the Village has granted all property owners the right to request variances and conditional use hearings. The

Developer believes it would be wrong to deny future residents of Willabay Meadows the same rights granted to all homeowners.

It is recommended that Section 2.4.L of the Development Agreement be amended as follows:

~~“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. Lots in Willabay Meadows will conform to municipal code Sections 390.0315 I. 3 and/or 309.0315 I. 4. The foregoing notwithstanding, Willabay Meadows lot owners shall retain the right to apply for conditional use permits for other garage configurations.~~

11. Who plants the street trees?

Street trees are governed by municipal code Section 375-0813, which provides:

“In all subdivisions with lots smaller than one acre, the Village Board shall, and in other subdivisions may, require the developer to plant at least one tree of an approved species and of at least 1 1/2 inches in diameter at breast height (dbh) for each 50 feet of frontage on all streets to be dedicated. The trees shall be planted within the curb lawn. In addition:

A. In lieu of planting street trees, the subdivider may, at the time of final plat approval or certified survey map approval, pay a tree fee to the Village Treasurer in an amount provided in the Village Fee Schedule for each tree to be planted. Monies collected for tree planting shall be kept in a special tree planting fund for that purpose.

B. Tree plantings shall be completed by the subdivider or by the Village, as determined by the Village Board, in accordance with plans and specifications approved by and at such time as directed by the Village Park and Memorial Advisory Committee.”

The current Village fee schedule does not list an amount for street trees, however, an indication of the fee may be in municipal code Section 331.2.E, which allows donations in the amount of \$250 to the Friends of Kishwauketoe, Ltd. as an alternative to replacement of trees in the Village.

The Developer suggests that a donation of \$250 per required tree be made to the Village. The Village’s Tree Commissioner should have authority to choose the species to be planted and set the appropriate time for planting. Planting would be done by the Village.

Recommend changes to the Development Agreement are as follows:

"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 at such time and in such tree species~~ as directed by the Tree Commissioner."

12. How do we know that the HOA dues will be adequate for maintenance needs?

In Wisconsin, HOAs are governed by the non-profit organizations regulated by the Non-Stock Corporations Act (Wis. Stat. § 181) and Wis. Stat. § 710.18. A board of directors is required. The board has the duty and authority to review budgets, impose assessments, fine homeowners, and lien and then foreclose on properties for nonpayment.

The Declaration of Covenants, Code and Restrictions (the "CCRs") is attached as Exhibit 7 to the Development Agreement. The CCRs recognize that under Section 66.0627 Wis. Stats. in the event of the HOA's failure to maintain its outlots, the Village may perform such duties and charge the lot owners on a pro rata basis as a special assessment. If unpaid, the charges become a lien and may be extended upon the tax rolls as delinquent taxes on the lot owner's lot.

It is recommended that the CCRs be revised to include a requirement for establishment of a reserve account for maintenance with funds contributed upon the acquisition of each lot by a homeowner.

It is recommended that the CCRs include the following provision:

"6.6 The Association shall establish and maintain reserve funds for the purpose of providing for the future repair, replacement, and improvement of the Outlots, including but not limited to the storm water management facilities, emergency access to Highway 50, structures, facilities, landscaping, and any other elements that the Association is obligated to maintain. These funds shall be known as the "Reserve Funds."

6.7 The Reserve Fund shall be initially established through a contribution as established by the board of directors to be paid at the time of closing of the sale of a residence to a third party. The board of directors shall review Reserve Funds annually as part of the budgeting process to ensure the Reserve Funds remain adequate to meet the Association's future obligations."

13. There are too many lots.

Originally, the Developer proposed construction of fewer lots on a 16-acre parcel located entirely within the existing municipal boundary of the Village. This parcel would not require annexation, is already zoned SF-3 and the former Village comprehensive plan set forth roadway connections to two existing cul de sacs in the adjacent Willabay Woods subdivision.

In response to traffic concerns of neighbors, the Village requested that the Developer consider annexation of adjacent properties also owned by the Developer. The annexation of additional property from the Township of Geneva and the Town of Linn allows Meadows Drive to be constructed without roadway connections to Willabay Woods. With the requested annexation, the size of the development increased from 16 acres to 30 acres.

To accommodate the expansion, the Developer incurred lengthy delays and considerable cost increases. The preliminary plat was redesigned several times, pedestrian walkway connections were created, and WDOT approval of an emergency access to State Route 50 was obtained.

The revised preliminary plat contains 42 lots, plus meets all requirements and requests for all roadways, stormwater detention, woodland preservation easements, pedestrian walkways, and the emergency access easement. The average lot is 67% larger than the Village's required minimum.

14. Conservation Easement and Woodland Preservation Easements.

a) There is a difference between a conservation easement and woodland preservation easement.

Woodland preservation easements are a type of conservation easement. There are also conservation easements with specific requirements for qualifying for Wisconsin grant programs and/or IRS tax treatment. Exhibit 6 of the Development Agreement contains the Declaration of Woodland Preservation Easement for Willabay Meadows.

b) On Lots 9,10,11,12 some trees are being removed.

A tree survey was performed by a certified arborist. Many invasive species, damaged and diseased trees were identified. Quality trees were marked, mapped and/or tagged. These lots have significant portions reserved in the Woodland Preservation Easement. The building envelopes have been designed to preserve existing quality trees.

c) There is a provision in the woodland preservation agreement that would allow grazing animals such as goats in the Village.

It is recommended that Section I.(e) of the Woodland Preservation Easement be amended as follows:

“(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.”

15. Walking Paths.

a) Walking paths must prohibit motorized vehicles.

The notes to the preliminary engineering call for signage at the walking path entrances stating that motorized vehicles are prohibited. The prohibition of motorized vehicles can also be added to the CCRs as a use restriction.

b) Is the best location for the walking path to Kishwauketoe?

The walking path from Outlot 3 is the most direct pathway to connect Willabay Meadows to Kishwauketoe. Easement documents have been negotiated with both the Willabay Condominiums and Alliant Energy to create this pathway.

Earlier concepts discussed with Village staff involved extending a longer walking path from Outlot 4 southward to the Alliant Energy property and then to Kishwauketoe, however, that connection had several drawbacks, including: 1) it would require annexation of additional property not already in the Village; 2) the Village has not approached the third-party owner of the additional property regarding annexation; and 3) it was believed that bringing foot traffic along State Route 50 was not safe or aesthetically pleasing.

In the future, should the Kishwauketoe Nature Conservancy be able to annex or obtain additional property for an alternate connection, the Developer agrees to cooperate in the relocation of the pathway.

It is recommended that Section 2.P of the Development Agreement be revised as follows:

“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 Kishwauketoe 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,~~

provided that the portion of any walking path not located within the subdivision will be adequately marked to identify its location. Each of the three walking paths in Willabay Meadows will be marked with signs prohibiting motorized vehicles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwauketoe."

Summary

It is anticipated that the explanations provided herein, together with the recommended revisions to the Development Agreement, will be sufficient for the Village staff and attorney to recommend approval of the Willabay Meadows subdivision to the Planning Commission.

Attachment 1

Snowfall Records

Snowfall Summary

Milwaukee Area

Source: Wisconsin State Climatology Office

	Season	Total Snowfall	Events $\geq$ 2 inches
1	2010-2011	61.9	9
2	2011-2012	29.6	5
3	2012-2013	45.0	7
4	2013-2014	63.4	0
5	2014-2015	43.0	4
6	2015-2016	39.1	2
7	2016-2017	37.6	5
8	2017-2018	46.7	9
9	2018-2019	56.1	7
10	2019-2020	37.8	4
11	2020-2021	47.8	9
12	2021-2022	57.2	10
13	2022-2023	52.4	7
14	2023-2024	32.6	5
	Totals:	650.20	83.00
	Average:	46.44	5.93

Source:

<https://climatology.nelson.wisc.edu/first-order-station-climate-data/milwaukee-climate/historical-snowfall/>

Attachment 2

Comparative Lot Sizes in Williams Bay Subdivisions

	Subdivision	Zoning	# Lots	Average SF	Smallest Lot	Largest Lot
Subject:	Willabay Meadows	SF-3	42	20,043	12,996	38,693
	Prairie View	SF-3	76	14,695	12,007	24,873
	Lakewood Trails	SF-3	129	16,277	12,003	37,083
	Willabay Woods	SF-3	67	14,784	9,583	29,621
	Total/Average:		314	15,252		

	Subdivision	Zoning	# Lots	Average SF	Smallest Lot	Largest Lot
	Bailey Estates	SF-2/SF-3	188	25,889	20,001	73,683

Attachment 3

Comparative Lot Sizes on Cul de Sacs

Lots on Cul de Sac of Willabay Drive, adjacent to Willabay Meadows

Owner	Address	Lot #	Tax ID	SF	Acres	Garage
Bryne	500	1	WUW 00001	13,068	0.30	Front facing
Brower	Vacant	2	WUW 00002	13,939	0.32	n/a
Brower	504	3	WUW 00003	18,295	0.42	Front facing
Kelly	506	4	WUW 00004	12,197	0.28	Detached
Schnell	505	5	WUW 00005	16,553	0.38	Front facing
Graves	509	6	WUW 00006	13,939	0.32	Front facing
Martin	507	7	WUW 00007	11,761	0.27	Front facing
Bratta	505	8	WUW 00008	11,761	0.27	Set back
O'Brien	503	9	WUW 00009	12,197	0.28	Side loading (2023)
MacDonald	Vacant	10	WUW 000010	12,632	0.29	n/a

Total SF: 136,343 3.13
Avg Lot: 13,634 0.31
Smallest lot: 11,761 0.27
Largest lot: 18,295 0.42

Lots in Curve of Meadow Drive

Owner	Address	Lot #	Tax ID	SF	Acres	Garage
LALD	n/a	15	n/a	15,794	0.36	TBD
LALD	n/a	16	n/a	14,694	0.34	TBD
LALD	n/a	17	n/a	13,426	0.31	TBD
LALD	n/a	18	n/a	13,606	0.31	TBD
LALD	n/a	19	n/a	18,817	0.43	TBD
LALD	n/a	20	n/a	20,928	0.48	TBD
LALD	n/a	21	n/a	25,063	0.58	TBD
LALD	n/a	23	n/a	16,774	0.39	TBD
LALD	n/a	24	n/a	19,596	0.45	TBD

Total SF: 158,698 3.64
Avg Lot: 19,837 0.46
Smallest lot: 13,606 0.31
Largest lot: 25,063 0.58

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-Construction Schedule.** Willabay Meadows is ~~designated~~designed as a single-family development in which all underground infrastructure improvements are planned to be developed/installed in a single phase. However, construction stage. The Developer reserves its right to develop in phases as designated may propose construction stages on the final engineering plans and final plat. ~~Plans for individual phases~~The construction schedule will conform to the final engineering plans, include record information ~~for~~ the ~~previous phase~~completed work, and ~~need regulatory~~require Village 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”) within six (6) years of construction commencement, subject to extension upon written request to the Village, which request shall set forth the reasons for such an extension. The Village shall not unreasonably withhold approval of extension of the Improvements”). ~~The, provided that the Developer continues to post financial surety for 110% of the cost of the improvements as more fully set forth in Section 7.4 of this Agreement. The Developer also~~ shall be responsible for its proportionate share of capital costs of

~~the project-based on-off-site sanitary sewer improvements as set forth in~~ 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 have the right to be furnished, all labor select and services, material, and work engage any contractors, subcontractors, suppliers, or vendors it deems appropriate~~ for the construction, development, and completion of the ~~Improvements for Willabay Meadows Project.~~ The Village agrees that it shall not impose any restrictions or conditions that would limit or otherwise interfere with the Developer's ability to select contractors and subcontractors of its choosing, provided that all selected parties acknowledge are duly licensed and agree that the Developer may have any or all of the Improvements constructed qualified under applicable local, state, 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 federal laws.

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 at such time and in such tree species as soon as reasonably practicable directed by the Tree Commissioner.
- 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.~~ Lots in Willabay Meadows will conform to municipal code Sections 390.0315 I. 3 and/or 309.0315 I. 4. The foregoing notwithstanding, Willabay Meadows lot owners shall retain the right to apply for conditional use permits for other garage configurations.
- 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. Pursuant to Section 375-0709B.0709C~~ 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, at its own cost, will install a gate at the Route 50 side of the emergency access drive which will be locked and accessible to emergency responders via a fire department approved Knox box. The Developer, then WMHOA (as defined in Section 3.1 hereof), shall dedicate, hold, own, and maintain Outlot 5, including the emergency access drive, to except that the Village. The shall keep the emergency access clear from snow. After the first lift of asphalt, the WMHOA will pay to the Village shall own and maintain the emergency access drive, including an annual fee of \$1,500.00 for the annual cost of the snow 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. Each of the three walking paths in Willabay Meadows will be marked with signs prohibiting motorized vehicles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwaukee.

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~~**eighteen (18) months year** 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)~~**sixth (6th)** 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 permits, 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. The initial four (4) model homes may be used for marketing purposes only and may not be sold to the public until all connections to subdivision infrastructure are complete. 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
Property Damage (each accident)	\$2,000,000

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
Property Damage (each accident)	\$2,000,000

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 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
DELAN, 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

**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”, Walworth, 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 Walworth, 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 Square Footage Requirement: All Dwelling Square Footage requirements shall be in accordance with the Village Ordinance for the underlying zoning district of Willabay Meadows, however in no event shall any Dwelling be less than 1,450 square feet of living area.
- 3.19 The front elevation or façade for a Dwelling shall not be repeated on any abutting Lots on either side of the street on which the Dwelling fronts, including Lots which are directly across the street from one another. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines, garage styles and garage setbacks; and no substantial change in windows of either size, location or type; and either no change in the colors of materials used (rather than a change in shade) or no substantial change in the kind of materials used.

- 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 are due and payable at the time a building permit is 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.

6.6 The Association shall establish and maintain reserve funds for the purpose of providing for the future repair, replacement, and improvement of the Outlots, including but not limited to the storm water management facilities, emergency access to Highway 50, structures, facilities, landscaping, and any other elements that the Association is obligated to maintain. These funds shall be known as the "Reserve Funds".

- 6.7 The Reserve Fund shall be initially established through a contribution as established by the board of directors to be paid at the time of closing of the sale of a residence to a third party. The board of directors shall review Reserve Funds annually as part of the budgeting process to ensure the Reserve Funds remain adequate to meet the Association's future obligations.

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 Walworth, which cannot be amended without the approval of the Village of Walworth.
- 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

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

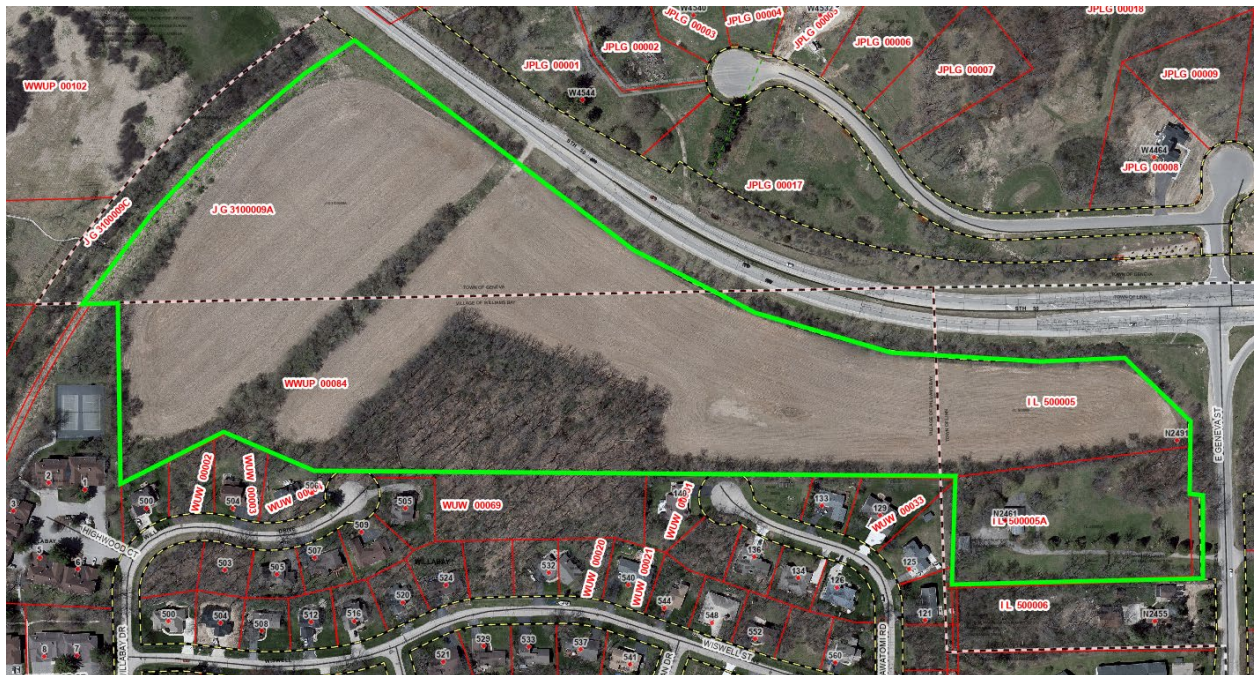
Preliminary Plat; Preannexation; and Development Agreement

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.

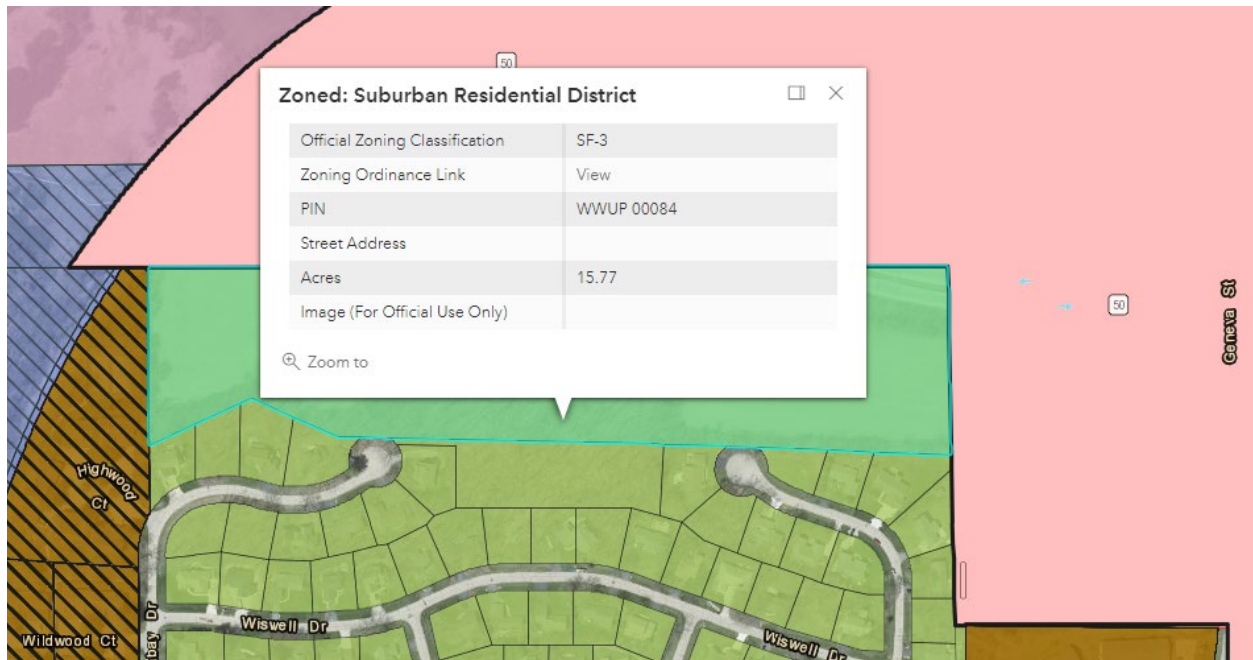
During its presentation of the concept plan, the Village Plan Commission indicated a desire that the adjacent properties in the Town of Geneva and Town of Linn be annexed into the subdivision, which the Developer has included as a condition of preliminary plat approval.

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

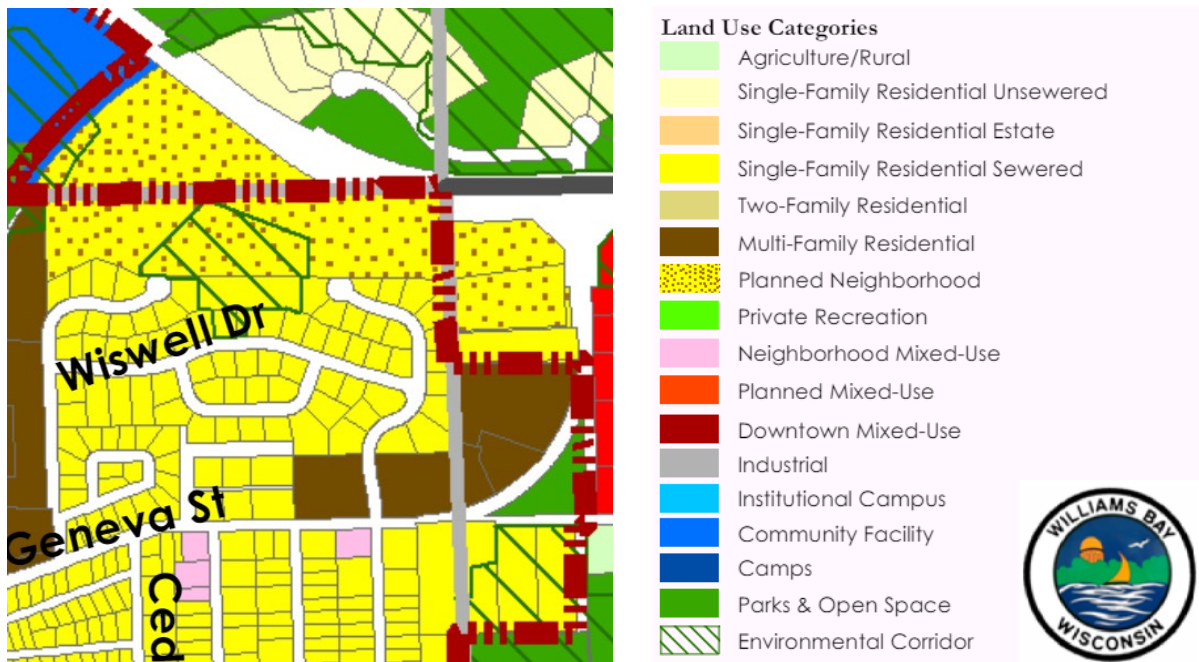


SF-3 (Village of Williams Bay)



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 W, 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.

Title	Planning Request Application 6-10-24.pdf
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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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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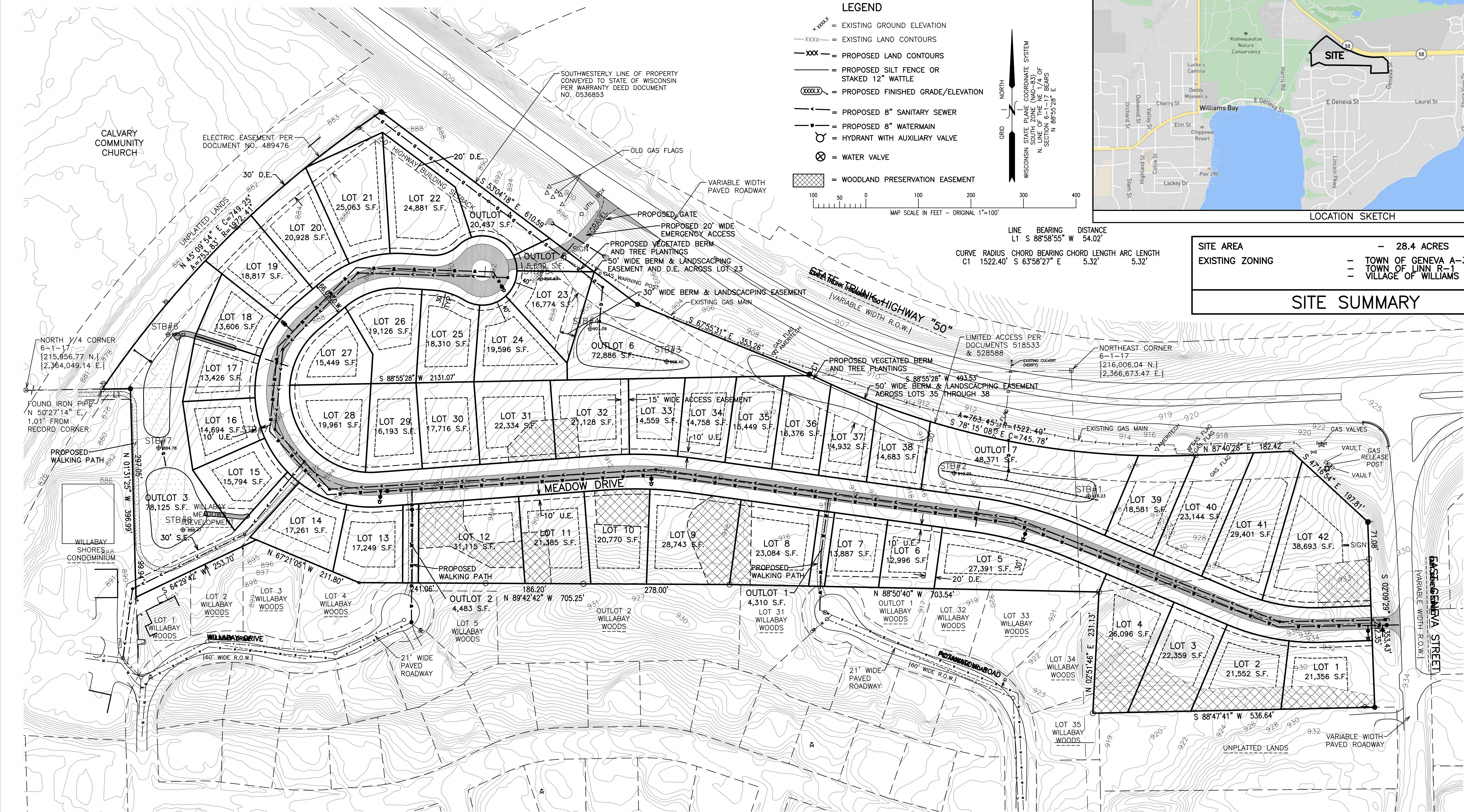
WILLABAY MEADOWS, A SUBDIVISION PRELIMINARY ENGINEERING PLAN

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



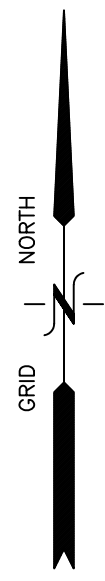
LOCATION SKETCH

SITE AREA	- 28.4 ACRES
EXISTING ZONING	- TOWN OF GENEVA A-3 - VILLAGE OF WILLIAMS BAY SF-3
SITE SUMMARY	



LEGEND

- +XXXX = EXISTING GROUND ELEVATION
- XXXX = EXISTING LAND CONTOURS
- XXX = PROPOSED LAND CONTOURS
- = PROPOSED SILT FENCE OR STAKED 12" WATTLE
- XXXXX = PROPOSED FINISHED GRADE/ELEVATION
- = PROPOSED 8" SANITARY SEWER
- = PROPOSED 8" WATERMAIN
- ⊗ = HYDRANT WITH AUXILIARY VALVE
- ⊗ = WATER VALVE
- XXXXX = WOODLAND PRESERVATION EASEMENT



LINE BEARING DISTANCE
L1 S 88°58'55" W 54.02'
CURVE RADIUS CHORD BEARING CHORD LENGTH ARC LENGTH
C1 1522.40' S 63°58'27" E 5.32' 5.32'

- OBTAIN REQUIRED NR 216 PERMIT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES BEFORE START OF ANY LAND DISTURBING ACTIVITY ON SITE. (BY ENGINEER)
- HOLD PRE-CON TO ADDRESS ANY ISSUES WITH PLAN AND SEQUENCE. (BY ENGINEER)
- INSTALL ALL APPROPRIATE EROSION CONTROL MEASURES ON SITE INCLUDING TEMPORARY SILT FENCE, STONE TRACKING PAD PER WDNR TECHNICAL STANDARDS.
- BASEIN SHALL BE PARTIALLY DUG AND USED AS TEMPORARY SEDIMENT TRAP. SWALES FROM SITE GRADING AREAS SHALL BE CREATED TO DIVERT RUNOFF WATERS AS POSSIBLE TO THE BASINS DURING EXCAVATION AND GRADING.
- CLEAR AND GRUB ON SITE AREAS NECESSARY TO CONSTRUCT ROADWAY AND BASIN (SEE SPECIFICATIONS).
- 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 WDNR TECHNICAL STANDARDS. SOIL LEFT UNDISTURBED FOR 7 DAYS MUST BE SEEDED AND STABILIZED.
- STABILIZE ALL OTHER EXPOSED SOIL AREAS WITH PROPER SEEDING AND EROSION MATTING PER WDNR TECHNICAL STANDARDS WITHIN 7 DAYS OF FINAL GRADING.
- COMPLETE FINAL GRADING OF DRAINAGE SWALES. INSPECT SWALES TO MEET SPECIFICATIONS ON PLAN AND WDNR TECHNICAL STANDARDS WASTING EXCESS SITE CUT IN FILL AREAS OF THE PROPERTY.
- SEEDING AND EROSION MATTING AS SPECIFIED ON PLAN FOR TEMPORARY SEDIMENT BASINS & DRAINAGE SWALES SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
- COMPLETE EXCAVATION OF BASIN. STABILIZE AS GRADES ARE FINALIZED.
- ROUGH GRADE PROPOSED ROAD.
- INSTALL CULVERTS AND END SECTIONS.
- FINE GRADE ROAD SUBGRADES.

- 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.
- COMPLETE CONSTRUCTION OF ALL ROADS BY INSTALLING BINDER PAVEMENT SURFACE COURSE MAY BE DELAYED UP TO 12 MONTHS.
- RESTORE ALL REMAINING DISTURBED AREAS BY SEEDING WITH MULCH OR MATTING AS SHOWN.
- IF SEDIMENT HAS ACCUMULATED WITHIN THE BASIN DURING CONSTRUCTION IT SHALL BE REMOVED AND PROPERLY DISPOSED OF ON-SITE.
- ONCE THE PROJECT IS NEARING COMPLETION AND ALL SURFACES ARE STABILIZED OR FINISHED, THE TEMPORARY BASINS SHALL BE CLEANED, CUT TO FINAL GRADES INCLUDING ALL OF THE FINAL SEEDING AND STABILIZATION WITH OUTFALL ADJUSTMENTS.
- REMOVE ALL TEMPORARY EROSION CONTROL MEASURES UPON FINAL STABILIZATION OF DISTURBED SURFACES ONLY AFTER VEGETATION HAS 70% GROW-IN COVERAGE.

NOTE: ANY CHANGES TO OR VARIANCE OF SITE PLAN AND/OR CONSTRUCTION SEQUENCE DUE TO CONSTRUCTION MEANS AND METHODS SHOULD BE APPROVED BY THE ENGINEER AND OWNER PRIOR TO IMPLEMENTATION. THE ENGINEER SHALL NOTIFY THE DEPARTMENT OF NATURAL RESOURCES OF ANY CHANGES TO THE PLANS AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.

SOIL BORINGS

SB#1	SB#2	SB#3
0-10" SILTY CLAY LOAM 10"-43" SILTY CLAY LOAM 43"-99" GRAVELLY SANDY CLAY LOAM 99"-148" GRAVELLY SANDY LOAM	0-11" SILTY CLAY LOAM 11"-42" SILTY CLAY LOAM 42"-91" SILT CLAY LOAM 91"-147" GRAVELLY SANDY CLAY LOAM	0-10" SILTY CLAY LOAM 10"-60" SILTY CLAY LOAM 60"-90" GRAVELLY SANDY CLAY LOAM 90"-149" GRAVELLY SANDY LOAM
SB#4	SB#5	SB#6
0-9" SILTY CLAY LOAM 9"-40" SILTY CLAY LOAM 40"-96" GRAVELLY SANDY CLAY LOAM 96"-10" GRAVELLY SANDY LOAM 110"-130" SILTY CLAY LOAM	0-14" SILT LOAM 14"-47" CLAY LOAM 47"-83" SANDY CLAY LOAM 83"-117" GRAVELLY SANDY LOAM 117"-150" SANDY CLAY LOAM	0-13" SILT LOAM 13"-92" GRAVELLY SANDY CLAY LOAM 92"-114" GRAVELLY SANDY LOAM 114"-130" SANDY CLAY LOAM
SB#7	SB#8	
0-7" SILTY CLAY LOAM 7"-30" SILTY CLAY LOAM 30"-38" GRAVELLY SANDY CLAY LOAM 38"-121" GRAVELLY SANDY CLAY LOAM 121"-150" GRAVELLY LOAMY SAND	0-9" SILTY CLAY LOAM 9"-30" SILTY CLAY LOAM 30"-58" GRAVELLY SANDY CLAY LOAM 58"-144" GRAVELLY SANDY CLAY LOAM	

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

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

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

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

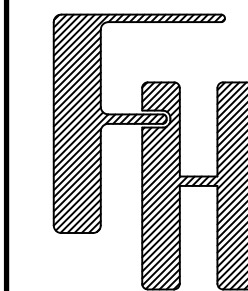
ALL PROPOSED LOTS SHOWN ARE AT LEAST 90' WIDE AT THE STREET AND REAR YARD SETBACKS SHOWN.

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

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

REVISIONS

03/03/2022	- TS ADVANCE
04/08/2022	- TS ADVANCE
12/22/2022	- TS ADD SOIL BORING INFO
02/08/2023	- EMERGENCY ACCESS
05/17/2023	- TS ADVANCE
11/6/2023	- TS ADVANCE
01/30/2024	- TS REVISE OUTLOTS
02/19/2024	- TS ADVANCE
02/23/2024	- TS ADVANCE

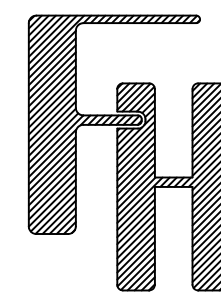
PROJECT NO.
5536.17

DATE
12-02-2020

SHEET NO.
1 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 ORDERED BY —
LAND AND LAKES DEVELOPMENT
6400 SHAFTER CT SUITE 325
ROSEMONT, IL 60018

FARRIS, HANSEN & ASSOCIATES, INC.

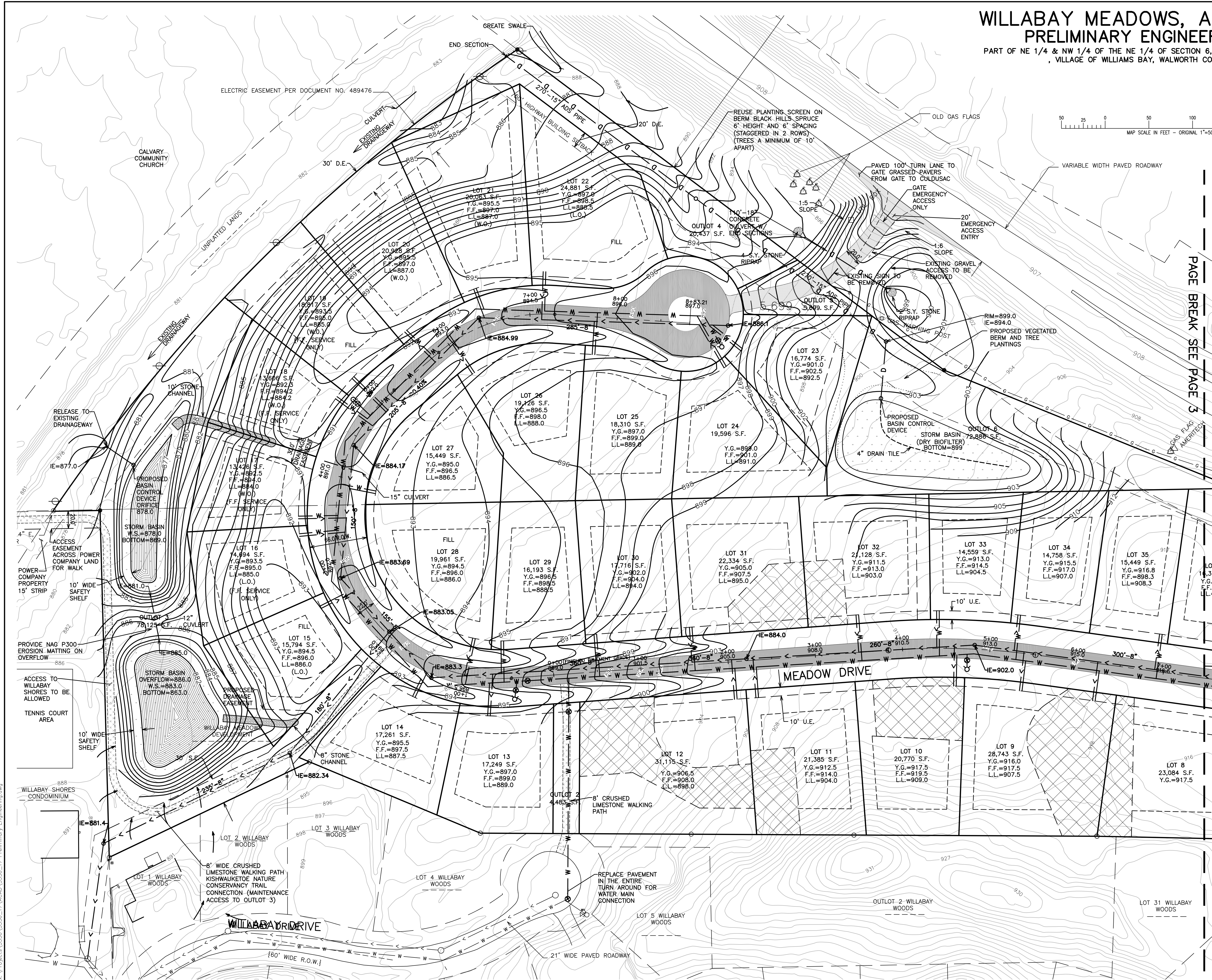
ENGINEERING — ARCHITECTURE — SURVEYING

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

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

REVISIONS	
04/08/2022 — TS ADVANCE	
05/17/2023 — TS ADVANCE	
11/06/2023 — TS ADVANCE	
01/30/2024 — TS REVISE OUTLOTS	
02/19/2023 — TS ADVANCE	
02/23/2024 — TS ADVANCE	

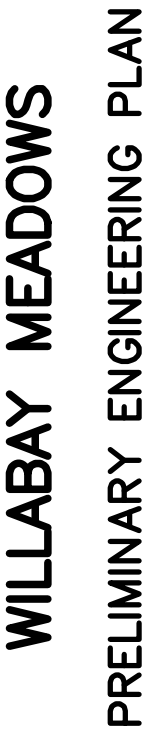
PROJECT NO. 5536.17
DATE 12-02-2020
SHEET NO. 2 OF 4



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

NOTE: LOTS 16,17,18, AND 19 WILL HAVE FIRST FLOOR GRAVITY SEWER SERVICES ONLY

NOTE: ROAD TO BE BUILT FIRST LOT 15-22 TO BE FILLED AND COMPACTED FROM BASEMENT EXCAVATIONS AND SPOILS FROM TRENCH WORK.



LAND AND LAKES DEVELOPMENT
6400 SHAFER CT SUITE 325
ROSEMONT, IL 60018

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

REVISIONS
04/08/2022 – TS ADVANCE
05/17/2023 –TS ADVANCE
01/06/2023– TS ADVANCE
01/30/2024 –TS REVISE OUTLOTS
02/19/2023 –TS ADVANCE
02/23/2024 –TS ADVANCE

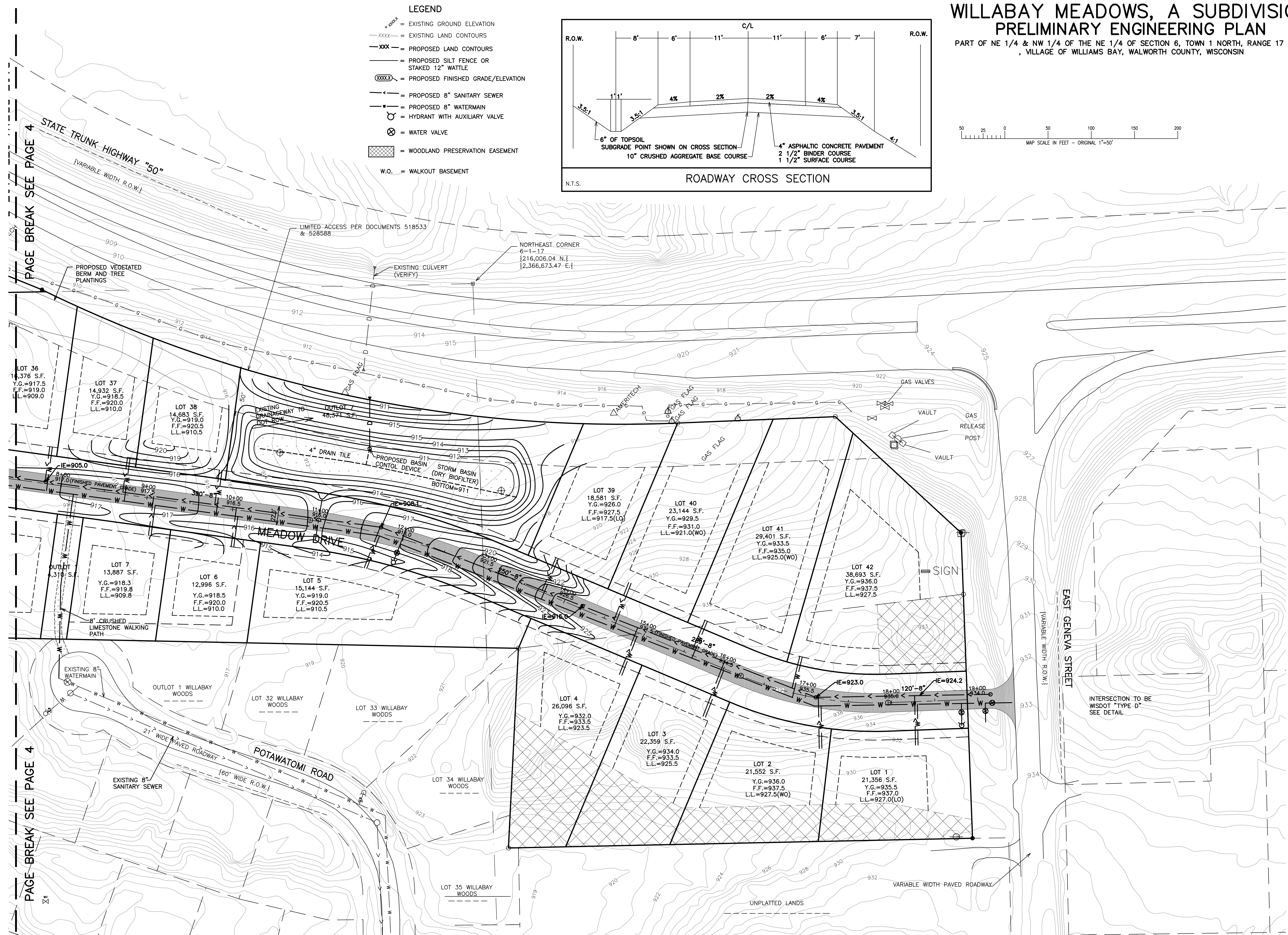
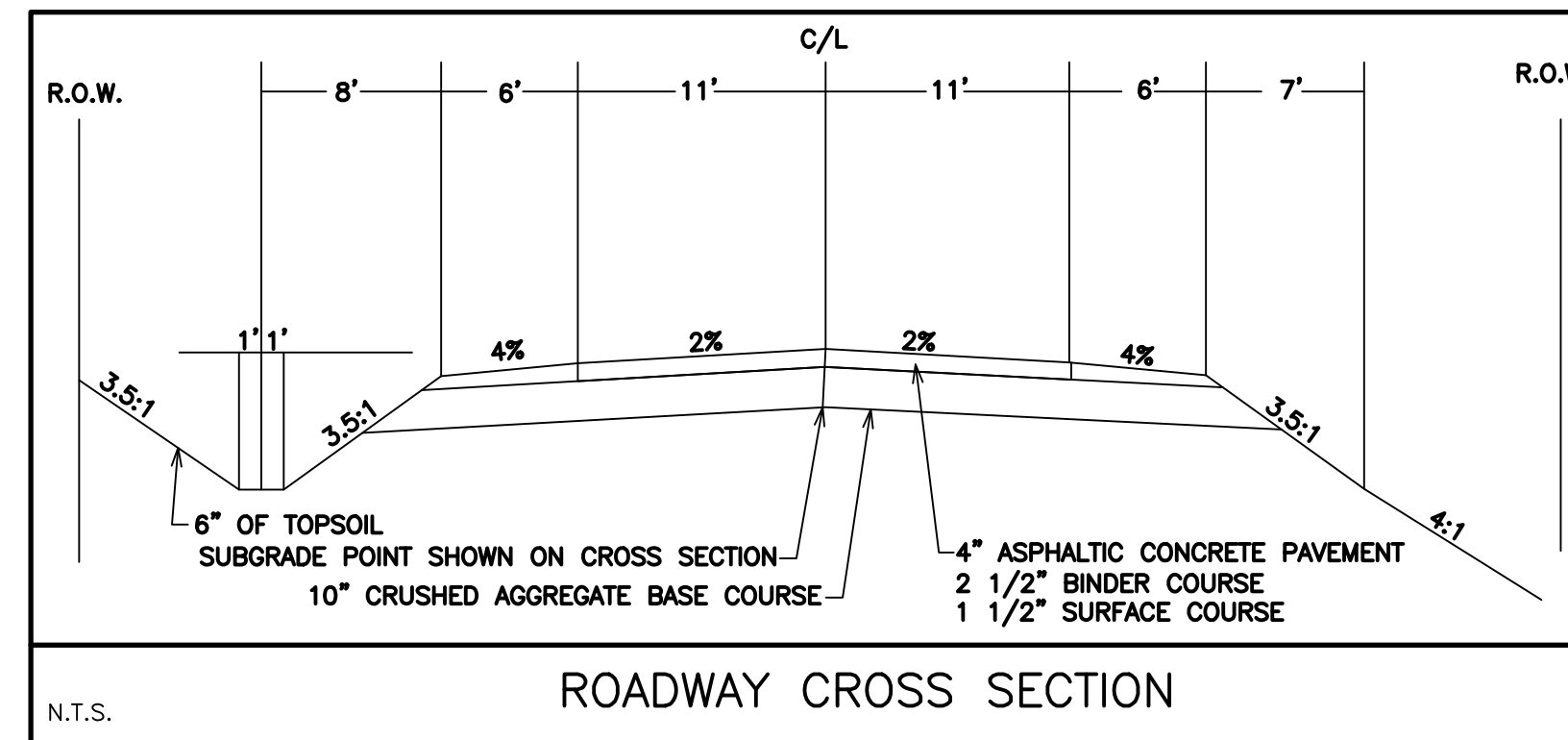
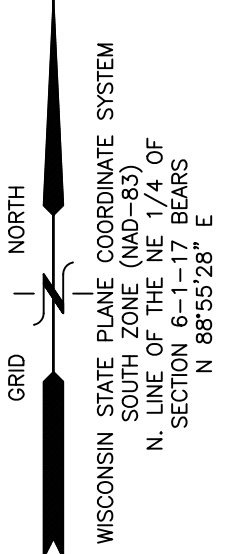
PROJECT NO.
5536.17

DATE
-02-2020

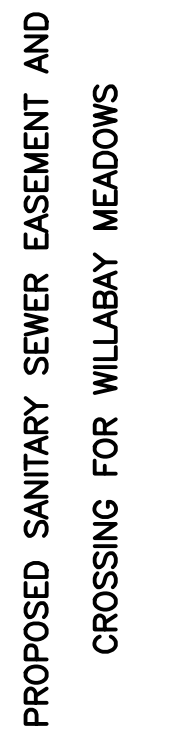
SHEET NO.
OF 4

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

MAP SCALE IN FEET - ORIGINAL 1"=50'



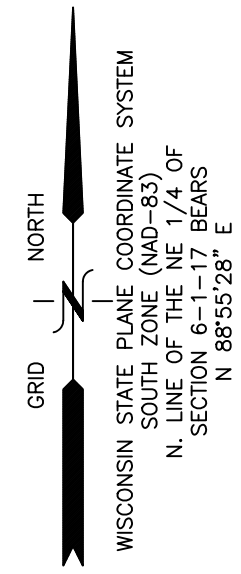
x: \Projects\5536\5536_17\ACAD\5536_17 Preliminary Engineering.dwg



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

REVISIONS
04/08/2022 – TS ADVANCE
02/19/2023 – TS ADVANCE
02/23/2024 – TS ADVANCE

PROJECT NO. 5536.17
DATE 2/08/2022
SHEET NO. 4 OF 4



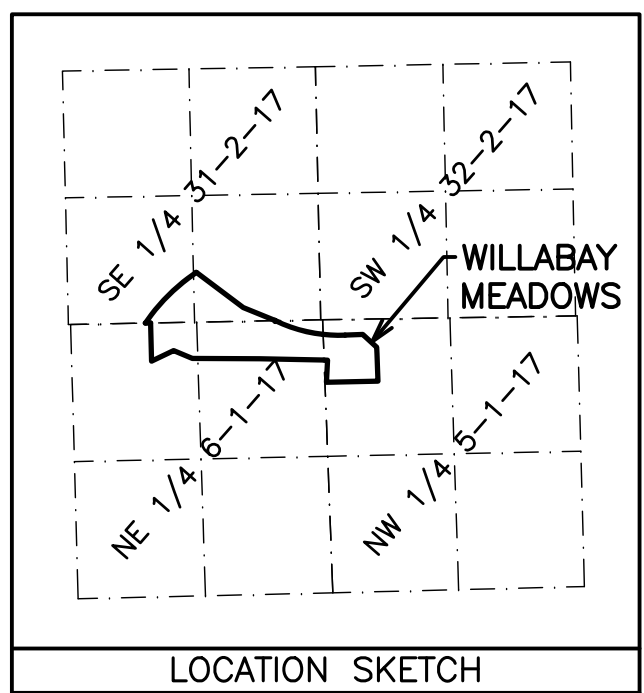
- ## LEGEND
-  = EXISTING GROUND ELEVATION
 -  = EXISTING LAND CONTOURS
 -  = PROPOSED LAND CONTOURS
 -  = PROPOSED SILT FENCE OR STAKED 12" WATTLE
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 -  = PROPOSED 8" WATERMAIN
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 -  = WATER VALVE
 -  = WOODLAND PRESERVATION EASEMENT
 -  = W.O. = WALKOUT BASEMENT



X:\Projects\5536\5536_17\ACAD\5536_17 Final Engineering.dwg

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, WALWORTH COUNTY, WISCONSIN



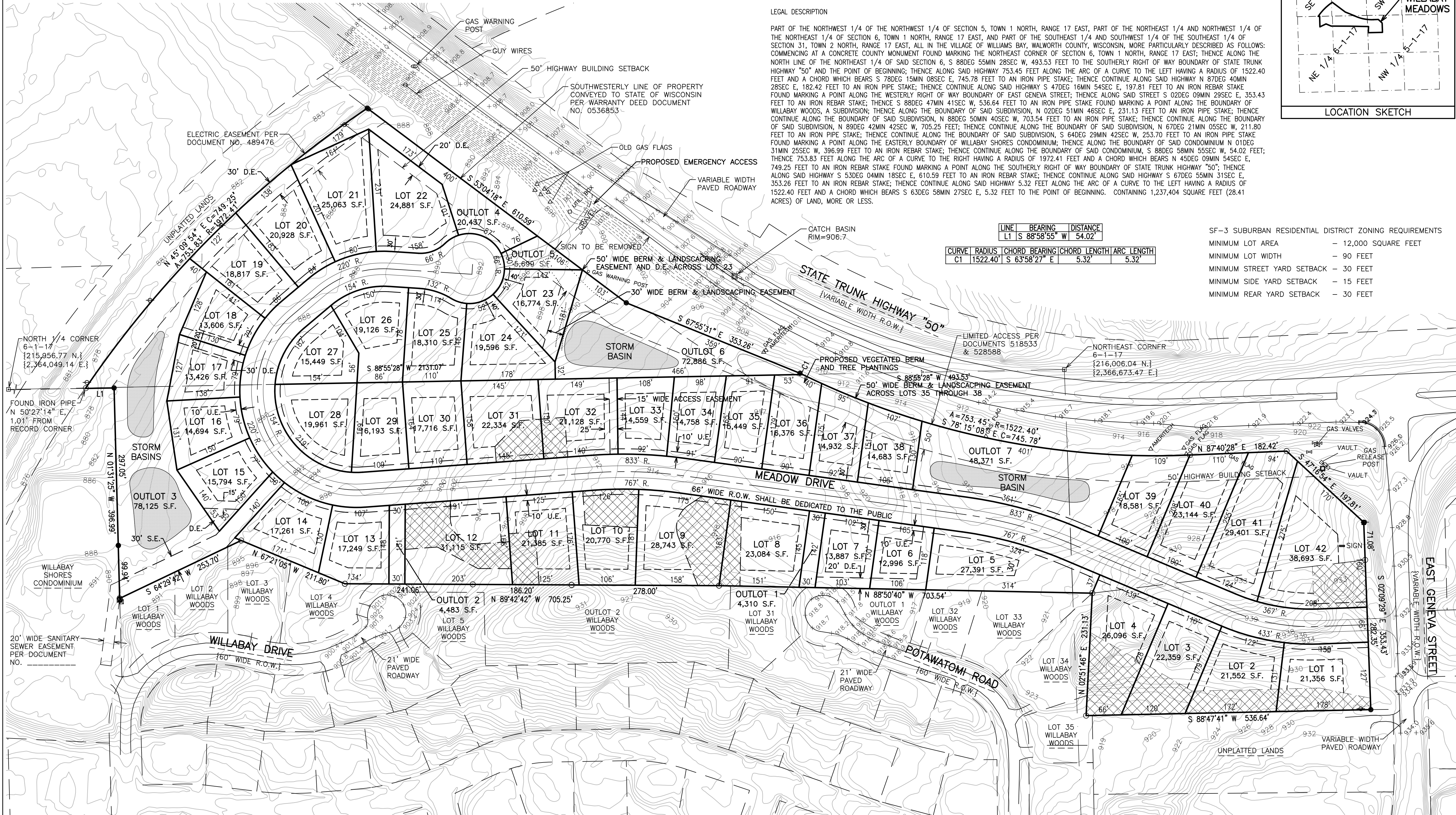
LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWN 1 NORTH, RANGE 17 EAST, PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST, AND PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE 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 753.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1522.40 FEET AND A CHORD WHICH BEARS S 78DEG 15MIN 08SEC E, 745.78 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID HIGHWAY N 87DEG 40MIN 28SEC E, 182.42 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG SAID HIGHWAY S 47DEG 16MIN 54SEC E, 197.81 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET; THENCE ALONG SAID STREET S 02DEG 09MIN 28SEC E, 353.43 FEET TO AN IRON REBAR STAKE; THENCE S 88DEG 47MIN 41SEC W, 536.64 FEET TO AN IRON PIPE STAKE FOUND MARKING 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 TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 703.54 FEET TO AN IRON PIPE STAKE; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 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 753.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1972.41 FEET AND A CHORD WHICH BEARS N 45DEG 09MIN 54SEC E, 749.25 FEET TO AN IRON REBAR STAKE FOUND MARKING A POINT ALONG THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY "50"; THENCE ALONG SAID HIGHWAY S 53DEG 04MIN 18SEC E, 610.59 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID HIGHWAY S 67DEG 55MIN 31SEC E, 353.26 FEET TO AN IRON REBAR STAKE; 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 1,237,404 SQUARE FEET (28.41 ACRES) OF LAND, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	S 88°58'55" W	54.02'

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1522.40'	S 63°58'27" E	5.32'	5.32'

SF-3 SUBURBAN RESIDENTIAL DISTRICT ZONING REQUIREMENTS
MINIMUM LOT AREA - 12,000 SQUARE FEET
MINIMUM LOT WIDTH - 90 FEET
MINIMUM STREET YARD SETBACK - 30 FEET
MINIMUM SIDE YARD SETBACK - 15 FEET
MINIMUM REAR YARD SETBACK - 30 FEET



LEGEND

- = FOUND IRON PIPE STAKE
- = FOUND IRON REBAR STAKE
- = FOUND COUNTY MONUMENT
- = SET IRON REBAR STAKE
- ⊕ = UTILITY POLE LOCATED
- ⊗ = UTILITY BOX LOCATED
- {XXX} = RECORDED AS
- XX' U.E. = UTILITY EASEMENT
- XX' S.E. = SANITARY SEWER EASEMENT
- XX' W.E. = WATERMAIN EASEMENT
- XX' D.E. = DRAINAGE EASEMENT
- ▨ = WOODLAND PRESERVATION EASEMENT

MAP SCALE IN FEET - ORIGINAL 1"=100'

WISCONSIN STATE PLANE COORDINATE SYSTEM
NAD 83
TOWNSHIP 1 NORTH
RANGE 17 EAST
SECTION 6
N 88°55'28" E

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

OUTLOTS 3 AND 4 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS STORM WATER MANAGEMENT AND WALKING PATH AREAS.

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

OUTLOTS 6 AND 7 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AS STORM WATER MANAGEMENT AREAS.

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.

I HEREBY CERTIFY THAT THIS PRELIMINARY PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE BOUNDARY OF PROPOSED WILLABAY MEADOWS, A SUBDIVISION AND THE PROPOSED LAND DIVISION IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS FOR THE VILLAGE OF WILLIAMS BAY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

DATE: 05/24/2024

CHRISTOPHER A. HODGES RLS 2760

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886
PROJ. NO.: 5536.17 | DATE: 05/24/2024 | SHEET 1 OF 1

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 Kishwauketoe 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
Property Damage (each accident)	\$2,000,000

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
Property Damage (each accident)	\$2,000,000

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
DELAVER, 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

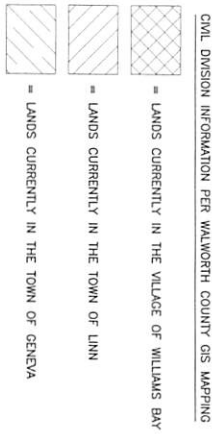
LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

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.

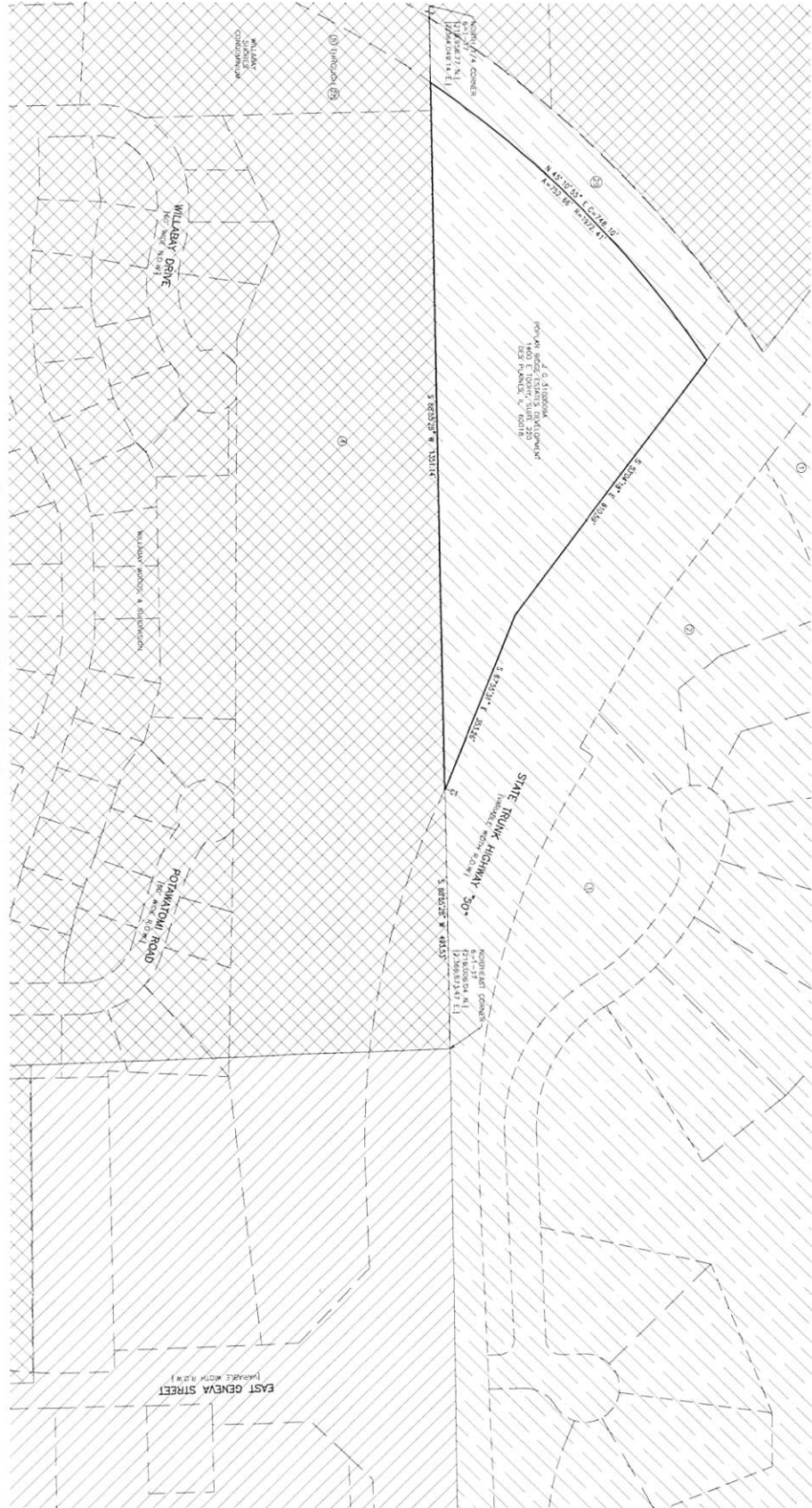
PETITION FOR DIRECT ANNEXATION

EXHIBIT B

Scale Maps



SEE SHEET 2 FOR LIST OF ABUTTERS

[illegible]

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

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

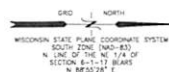
ANNEXATION MAP

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

PROJECT NO.
5536.17

12/03/2021

[illegible]



 = LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
 = LANDS CURRENTLY IN THE TOWN OF LINN
 = LANDS CURRENTLY IN THE TOWN OF GRENA



- [illegible]

[illegible]

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2088 FAX: (262) 723-5886

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

ANNEXATION MAP

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 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 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:
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.

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:
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Town of Linn Property

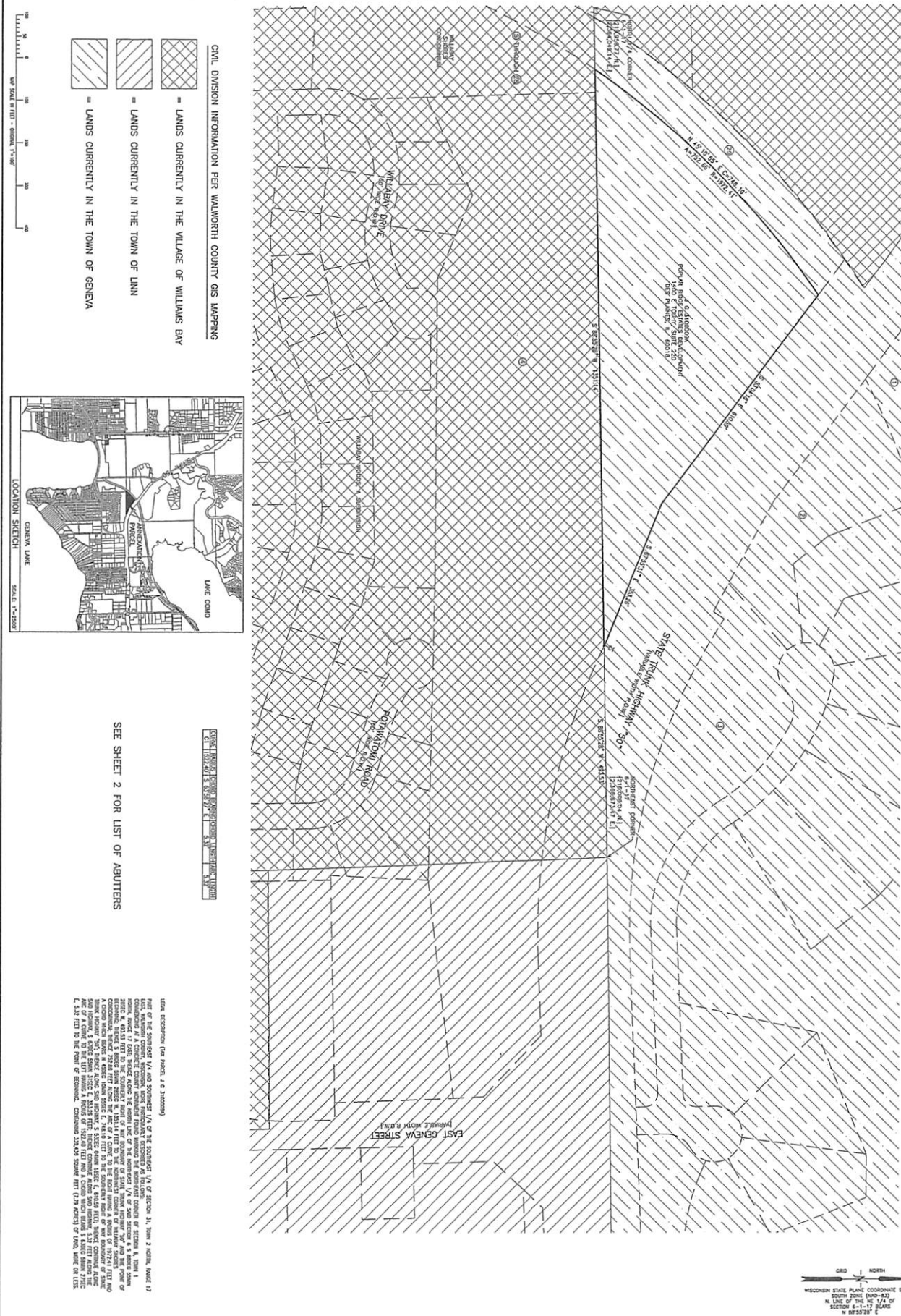
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DEVELOPMENT AGREEMENT

EXHIBIT 3-1

Town of Geneva
Annexation Map



PROJECT NO. 5056.17 DATE 12/03/2021 DRAWN BY 1 OF 2	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 TOWHY SUITE 220 DES PLAINES, IL 60018	ANNEXATION MAP TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN
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LIST OF ACCOUNTS

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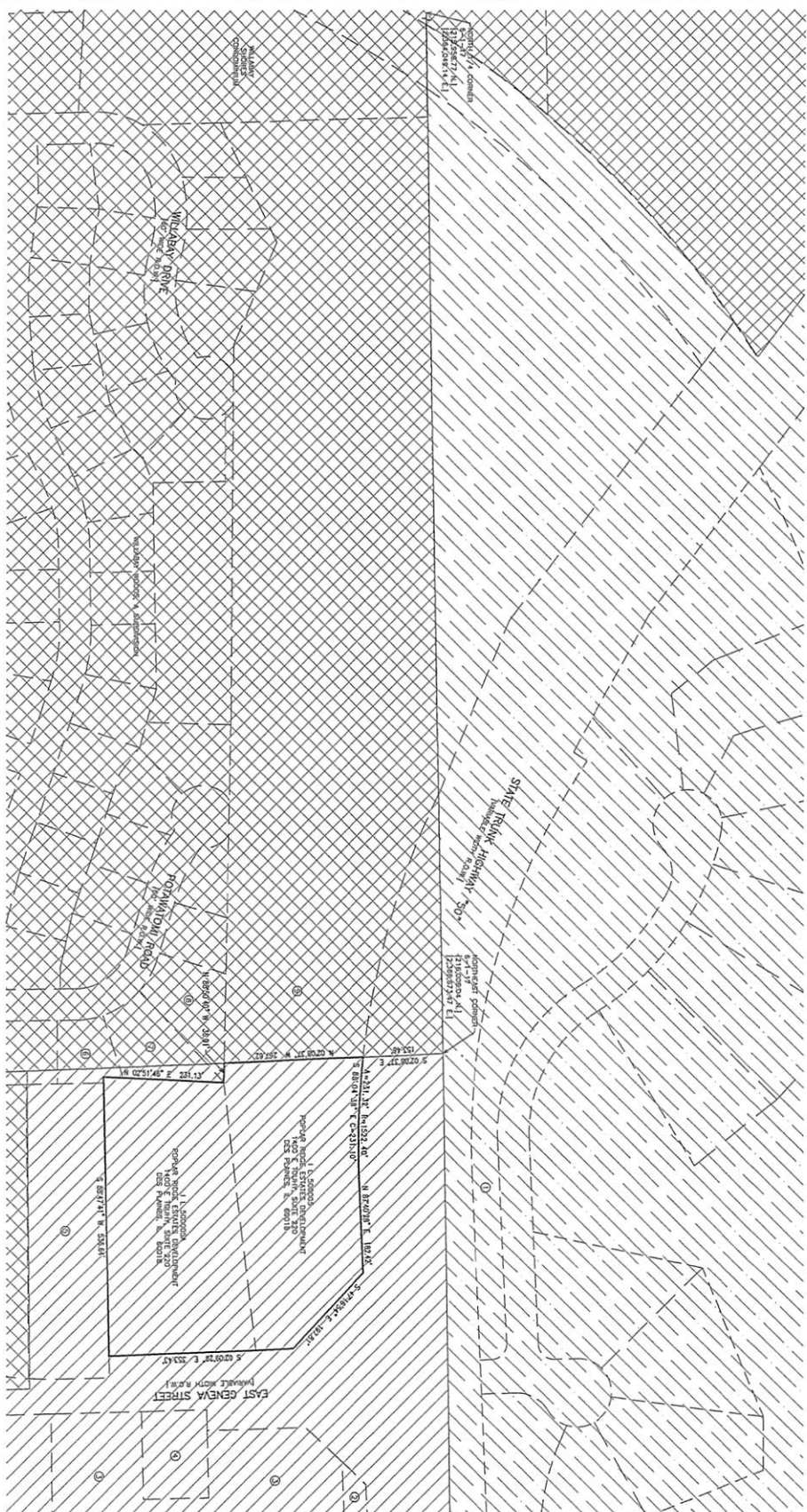
DEVELOPMENT AGREEMENT

EXHIBIT 3-2

Town of Linn
Annexation Map

ANNEXATION MAP

PART OF THE NW 1/4 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 GENEVA



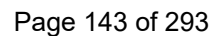
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DEVELOPMENT AGREEMENT

EXHIBIT 4-1

Preliminary Plat

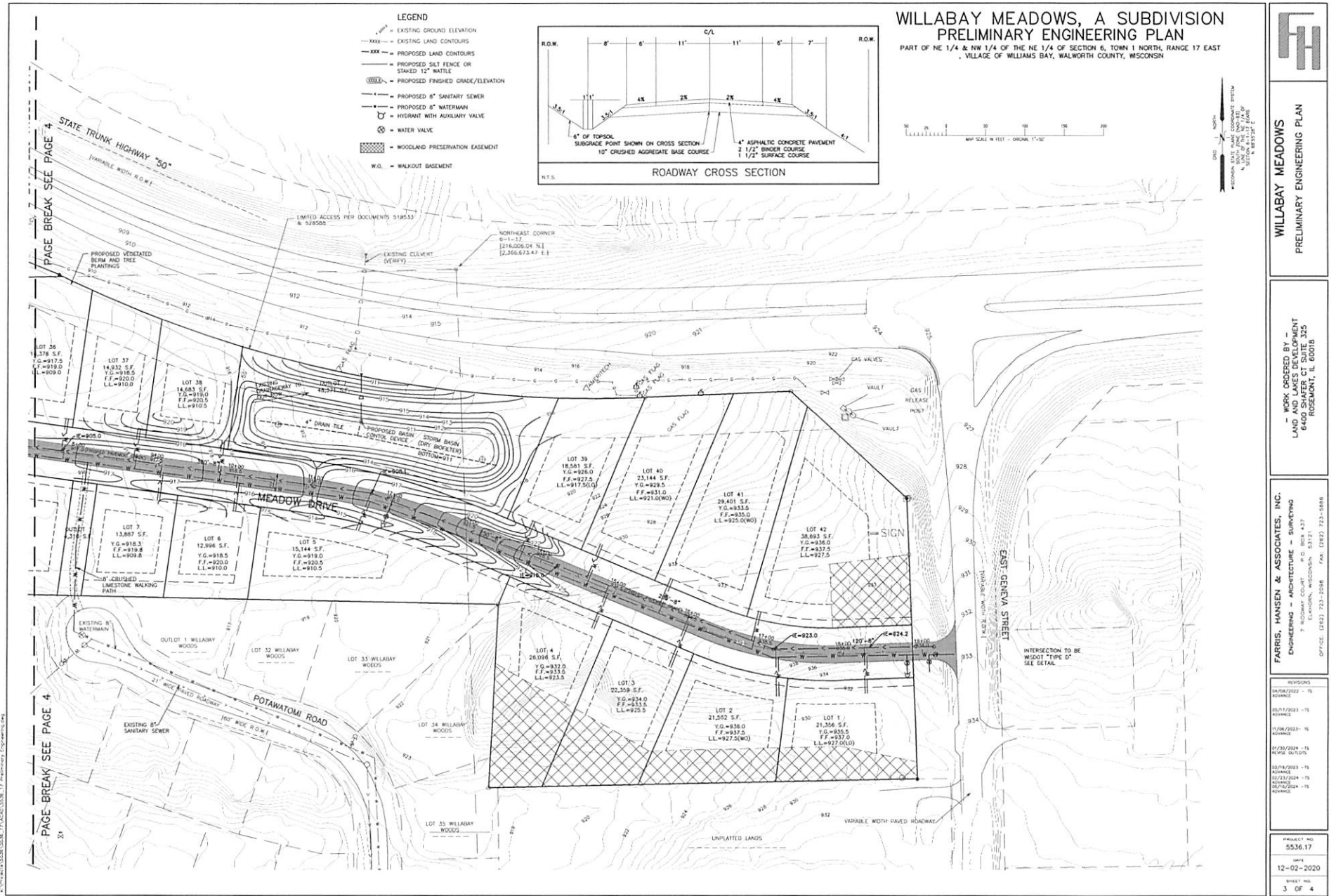


DEVELOPMENT AGREEMENT

EXHIBIT 4-2

Preliminary Engineering Plans







DEVELOPMENT AGREEMENT

EXHIBIT 4-3

Final Engineering Plans

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 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:
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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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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

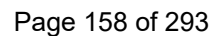
Legal Description

(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", Walworth, 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 Walworth, 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** Square Footage Requirement: All Dwelling Square Footage requirements shall be in accordance with the Village Ordinance for the underlying zoning district of Willabay Meadows, however in no event shall any Dwelling be less than 1,450 square feet of living area.
- 3.19** The front elevation or façade for a Dwelling shall not be repeated on any abutting Lots on either side of the street on which the Dwelling fronts, including Lots which are directly across the street from one another. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines, garage styles and garage setbacks; and no substantial change in windows of either size, location or type; and either no change in the colors of materials used (rather than a change in shade) or no substantial change in the kind of materials used.

- 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 are due and payable at the time a building permit is 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 Walworth, which cannot be amended without the approval of the Village of Walworth.
- 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 WALWORTH)

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 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 MENTIONE 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:
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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
 DELAN, 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

PREANNEXATION 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)

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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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PREANNEXATION 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

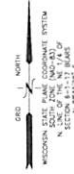
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIVWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2088 FAX: (262) 723-5886

ANNEXATION MAP



ANNEXATION MAP

PART OF THE NW 1/4 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 GENEVA



LIST OF ADJUTERS

- | | |
|--|--|
| 1. JPLG 00017
PRESERVE AT LAKEVIEW GLEN LLC
C/O MICHAEL CHORNEYKO
4000A LAYTON ROAD, SUITE B
ST. CHARLES, IL 60175 | 6. WJW 00035
WILLIAM J. HOLLISTER
VIRGINIA B. HOLLISTER
121 POTAWATOMI ROAD
WILLIAMS BAY, WI 53191 |
| 2. IA12600001
W4115 PRT SO LLC LLC
1105 MILWAUKEE AVENUE
RIVERWOODS, IL 60015 | 7. WJW 00034
BRUCE D. GONGRICH
KATHRYN A. GONGRICH
1086 EDENBOROUGH COURT
LAKE GENEVA, WI 53147 |
| 3. WJW 00034B
TOM KLEIN
JENNIFER KLEIN
1105 MILWAUKEE AVENUE
NORTHERWOOD, IL 60062 | 8. WJW 00035
KIP L. KMECH
KIM L. KMECH
P.O. BOX 800
WILLIAMS BAY, WI 53191 |
| 4. IA11800001
TOM KLEIN
JENNIFER KLEIN
1105 MILWAUKEE AVENUE
NORTHERWOOD, IL 60062 | 9. WJW 00034
POPLAR RIDGE ESTATES DEVELOPMENT
1400 E. TOLUHN, SUITE 220
DES PLAINES, IL 60018 |
| 5. I.L. 5000006
GARY R. SCHER
N2455 GENEVA STREET E.
LAKE GENEVA, WI 53147 | |

LEGAL DESCRIPTION (TAX PARCELS I.L. 500005 AND I.L. 500002A)

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 8, TOWN 1 NORTH, RANGE 17 EAST, THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8 S 02°02' 30" W 132.44 FEET TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE TRUNK HIGHWAY 707 AND THE POINT OF BEGINNING, THENCE ALONG SAID HIGHWAY 231.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 132.42 FEET AND A CHORD WHICH BEARS S 88°04' 36" E 231.10 FEET, THENCE CONTINUE ALONG SAID HIGHWAY N 87°04' 36" E 182.42 FEET, THENCE CONTINUE ALONG SAID HIGHWAY S 47°02' 30" W 132.44 FEET TO A POINT ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF EAST GENEVA STREET, THENCE ALONG SAID STREET S 02°02' 30" W 255.24 FEET, THENCE S 88°04' 36" E 231.10 FEET TO A POINT ALONG THE BOUNDARY OF WILLIAMS BAY, A SUBDIVISION, THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 02°02' 30" W 36.91 FEET, THENCE N 02°02' 30" W 257.62 FEET TO THE POINT OF BEGINNING, CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.



ANNEXATION MAP

TOWN OF LINN, WALWORTH COUNTY, WISCONSIN

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

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 WISCONSIN COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE (262) 732-2098 FAX (262) 732-5686

REVISIONS

PROJECT NO.
5536.17
DATE
12/03/2021
SHEET NO.
1 OF 1

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 5000005 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 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:
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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:
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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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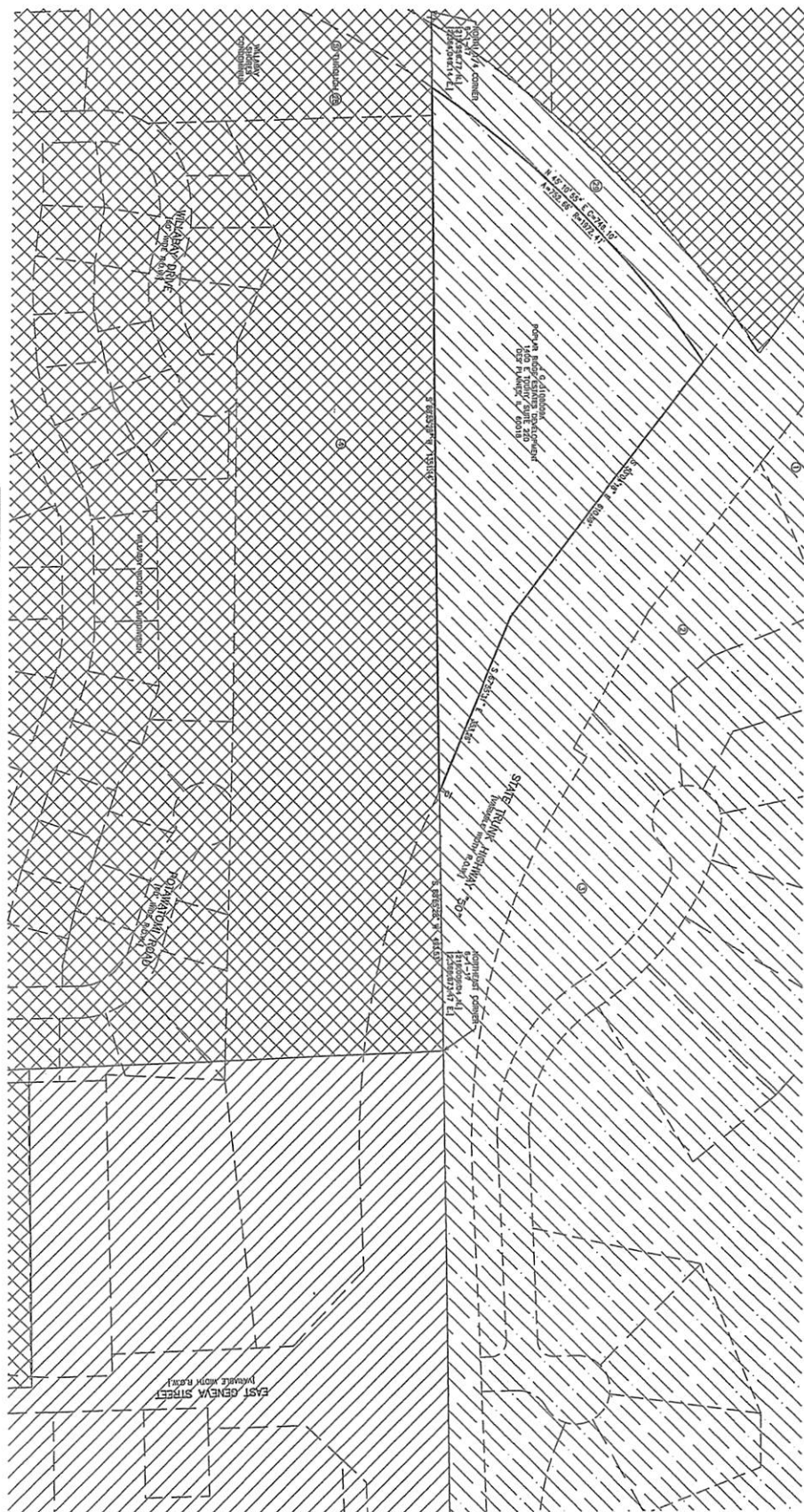
PREANNEXATION AGREEMENT

EXHIBIT 3-1

Town of Geneva
Annexation Map

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, WALNORTH COUNTY, WISCONSIN



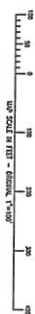

 WISCONSIN STATE PLANE COORDINATE SYSTEM
 SOUTH ZONE (NAD-83)
 N. LINE OF THE NE 1/4 OF
 SECTION 6-1-17 BEARS
 N 88°55'28" E

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



Cl	1512.40°	S 61.58 27° E	5.53'	5.53'
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SEE SHEET 2 FOR LIST OF ABUTTERS

[illegible]

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

Page

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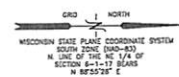
PREANNEXATION AGREEMENT

EXHIBIT 3-2

Town of Linn
Annexation Map

ANNEXATION MAP

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

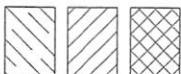


CIVIL DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING

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= LANDS CURRENTLY IN THE TOWN OF GENEVA



LIST OF ABBREVIATIONS

- [illegible]

[illegible]

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2096 FAX: (262) 723-5886

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

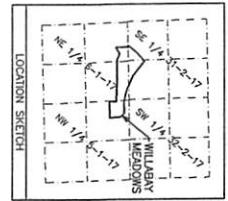
ANNEXATION MAP

TOWN OF LINN, WALWORTH COUNTY, WISCONSIN

PREANNEXATION AGREEMENT

EXHIBIT 4

Preliminary Plat



PREANNEXATION AGREEMENT

EXHIBIT 5

Development Agreement

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
Property Damage (each accident)	\$2,000,000

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
Property Damage (each accident)	\$2,000,000

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 DELAVER, 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 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 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

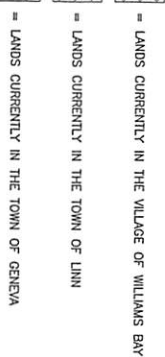
LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

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:
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PETITION FOR DIRECT ANNEXATION

EXHIBIT B

Scale Maps



CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1572.60'	S 83°56'27"E	5.33'	5.33'

LOCAL DESCRIPTION (SEE PANEL 1 & J1000039)

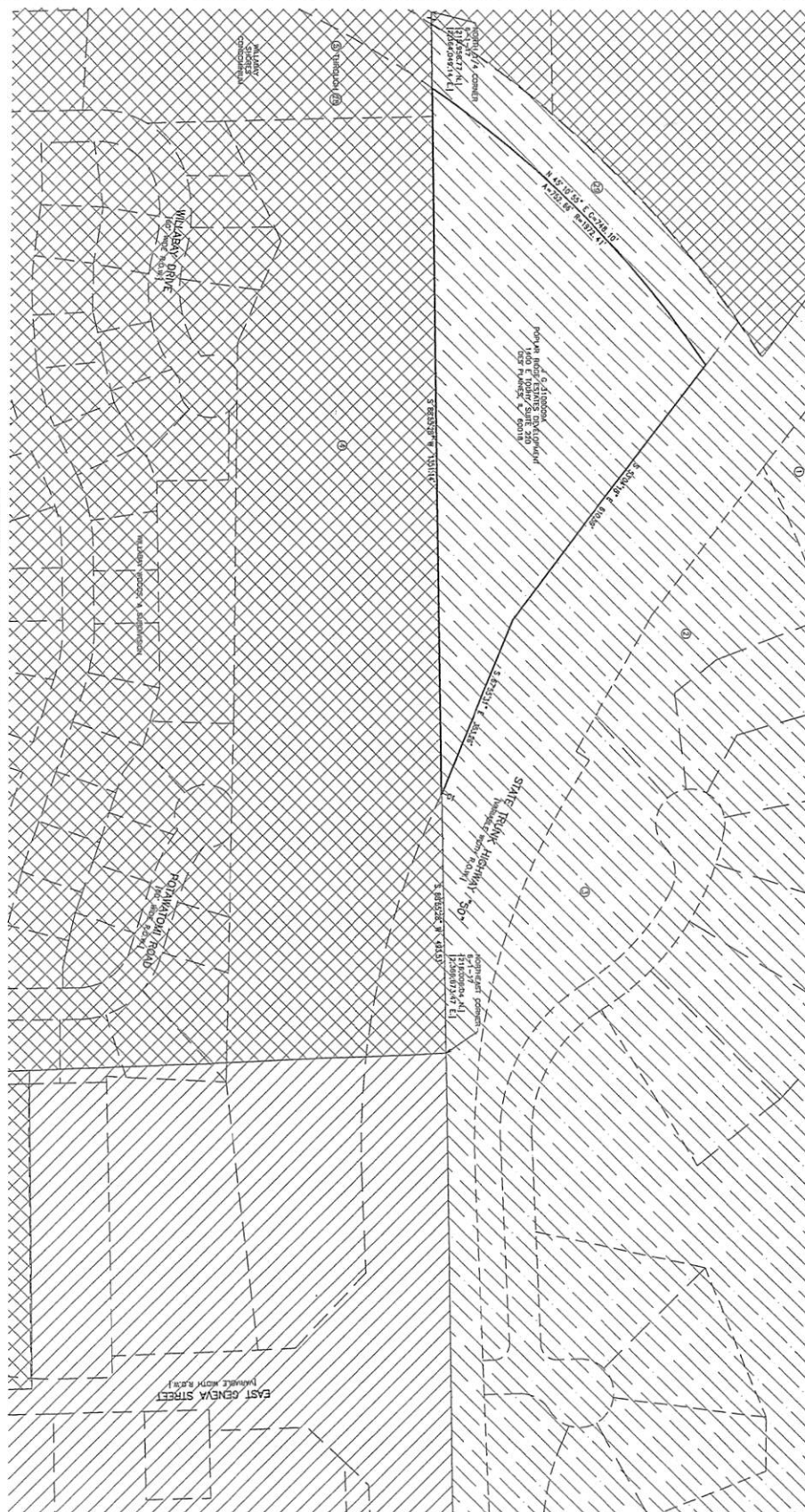


Diagram illustrating the Wisconsin State Plane Coordinate System. It shows a horizontal line representing the North-South line, with 'GRID' on the left and 'NORTH' on the right. Below the line, it states 'WISCONSIN STATE PLANE COORDINATE SYSTEM' and 'SOUTH ZONE (NAD-83)'. Further down, it specifies 'N. LINE OF THE NE 1/4 OF SECTION 6-1-17 BEARS N 89°55'28" E'.

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

ANNEXATION MAP

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

Page

REVISIONS	

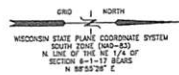
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROADWAY COURT P.O. BOX 437
ELGIN, WISCONSIN 53121
OFFICE: (262) 723-2086 FAX: (262) 723-5556

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

ANNEXATION MAP

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN





LIST OF ABUTTERS

- [illegible]

[illegible]

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:
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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 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)

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Town of Linn Property

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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)

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Town of Linn Property

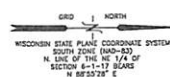
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DEVELOPMENT AGREEMENT

EXHIBIT 3-1

Town of Geneva
Annexation Map



-  = LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
-  = LANDS CURRENTLY IN THE TOWN OF LINN
-  = LANDS CURRENTLY IN THE TOWN OF GENEVA



SEE SHEET 2 FOR LIST OF ABUTTERS

CURT	MATIS	CHORO BERING	CHORO TINGH	ARC LENGTH
C1	1522.40°	S 61.58.27° E	53°	53°

[illegible]

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

DEVELOPMENT AGREEMENT

EXHIBIT 3-2

Town of Linn
Annexation Map

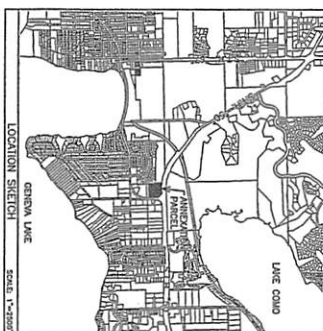


CIVIL DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING

= LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY

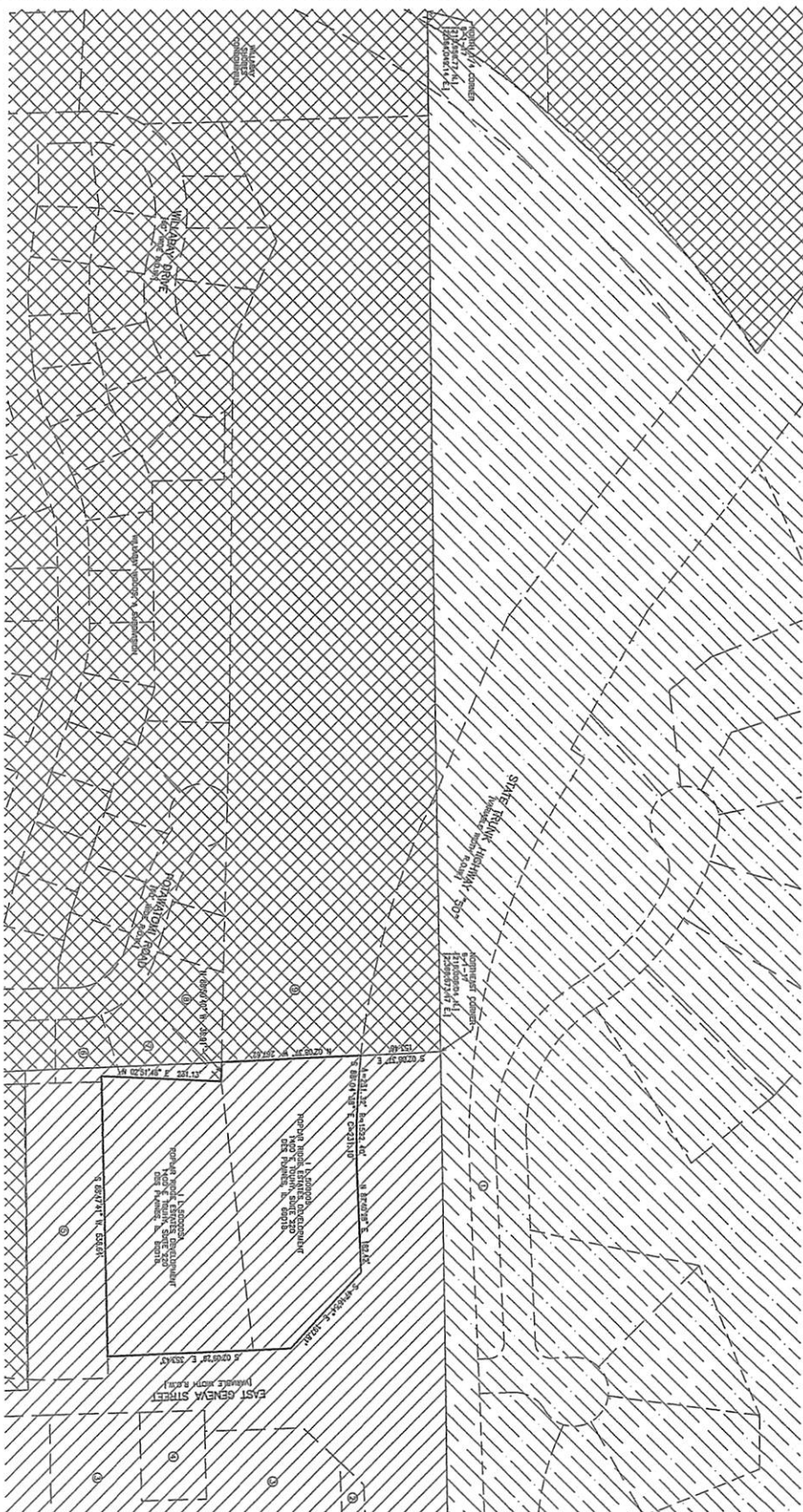
= LANDS CURRENTLY IN THE TOWN OF LINN

— LANDS CURRENTLY IN THE TOWN OF GENEVA



PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWN 1 NORTH, RANGE 17 EAST
WALWORTH COUNTY, WISCONSIN

ANNEXATION MAP



GRID NORTH
WISCONSIN STATE PLANE COORDINATE SYSTEM
SOUTH ZONE (14AD-83)
N. LINE OF THE NE 1/4 OF
SECTION 6-1-17 BEARS

- ① JAMES EDWARD JACOBSON, ALLEN LUC
C/O WATKINS, 2000 W. 10TH AVE.,
ST. CINCINNATI, MO. 63212
- ② HARRY EDWARD JACOBSON, JR.
1015 HAWKSWOOD ST. UIC, ILL.
CHICAGO, ILL. 60618
- ③ DON WATKINS
5001 CEDAR
ST. CINCINNATI, MO. 63218
- ④ DON WATKINS
1109 HAWKSWOOD AVENUE
CHICAGO, ILL. 60618
- ⑤ HARRY EDWARD JACOBSON, JR.
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1109 HAWKSWOOD AVENUE
CHICAGO, ILL. 60618
- ⑧ JAMES EDWARD JACOBSON, JR.
C/O WATKINS, 2000 W. 10TH AVE.,
ST. CINCINNATI, MO. 63212
- ⑨ WILLIAM J. HOLLISTER
121 FORDMAN ROAD
WILLIAMSVILLE, MO. 65191
- ⑩ WILLIAM J. HOLLISTER
121 FORDMAN ROAD
WILLIAMSVILLE, MO. 65191
- ⑪ HARRY EDWARD JACOBSON, JR.
1015 HAWKSWOOD ST. UIC, ILL.
CHICAGO, ILL. 60618
- ⑫ DON WATKINS
5001 CEDAR
ST. CINCINNATI, MO. 63218
- ⑬ DON WATKINS
1109 HAWKSWOOD AVENUE
CHICAGO, ILL. 60618
- ⑭ WILLIAM J. HOLLISTER
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DEVELOPMENT AGREEMENT

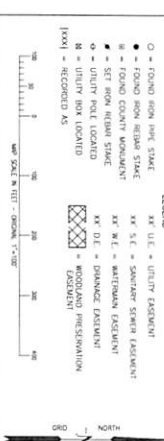
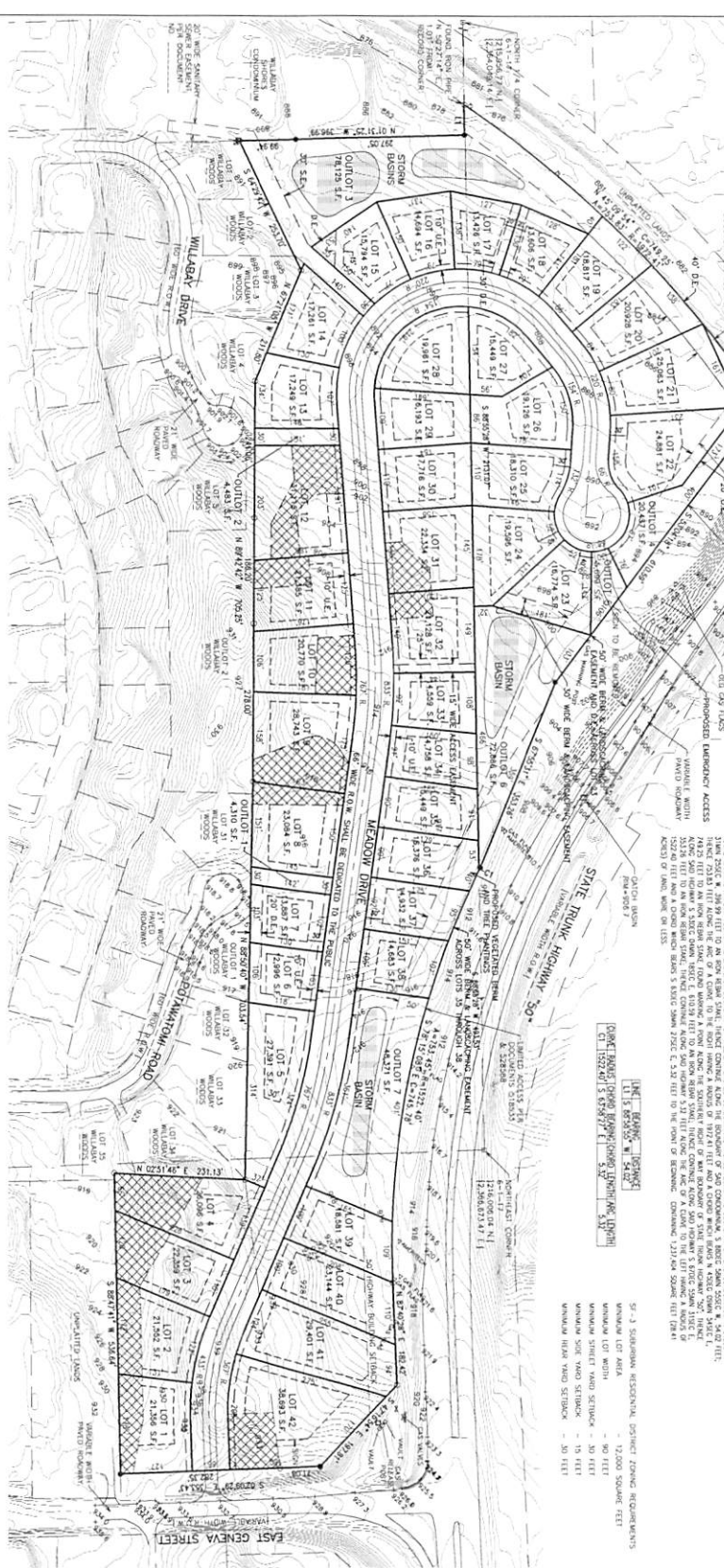
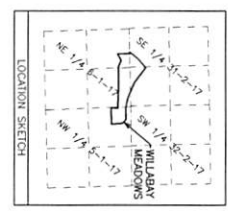
EXHIBIT 4-1

Preliminary Plat

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

PART OF THE NW 1/4 OF SECTION 5, TOWN 17 NORTH, RANGE 17 EAST, PART OF NE 1/4 AND NW 1/4 OF SECTION 31, TOWN 2 NORTH, RANGE 17 EAST, ALL IN THE VILLAGE OF WILLABAY, WILMINGTON COUNTY, WISCONSIN

THESE RECORDS ARE THE PROPERTY OF THE RECORDING OFFICE AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE RECORDING OFFICE. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA AND MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES. THE RECORDING OFFICE ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE RECORDS. THE USER OF THESE RECORDS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE RECORDING OFFICE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THESE RECORDS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE RECORDING OFFICE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THESE RECORDS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



NOTE: LOT 1 AND 2 ARE BEING OFFERED AND MANAGED BY THE DEVELOPERS ASSOCIATION AS PUBLIC RECREATION AREAS AND ARE NOT TO BE SUBDIVIDED OR USED FOR ANY OTHER PURPOSE. LOT 3 AND 4 ARE BEING OFFERED AND MANAGED BY THE DEVELOPERS ASSOCIATION AS PUBLIC RECREATION AREAS AND ARE NOT TO BE SUBDIVIDED OR USED FOR ANY OTHER PURPOSE. LOT 5 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 6 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 7 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 8 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 9 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 10 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 11 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 12 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 13 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 14 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 15 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 16 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 17 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 18 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 19 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 20 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 21 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 22 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 23 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 24 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 25 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 26 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 27 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 28 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 29 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA. LOT 30 SHALL BE DEPOSITED TO THE PUBLIC AS AN EASEMENT ACCESS AREA.

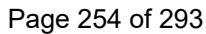
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DRAWN BY: J. HANSEN
CHECKED BY: J. HANSEN
REVISIONS: 1. 05/24/2024
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FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ELMWOOD COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-0888
FAX: (262) 723-0888

DEVELOPMENT AGREEMENT

EXHIBIT 4-2

Preliminary Engineering Plans



FH

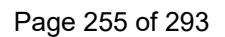
WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN

ENGINEERING - ARCHITECTURE - SURVEYING
7 HIDEWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121

PROJECT NO.
5536.17

DATE
12-02-202

SHEET NO.
2 OF 4





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



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 RESTATMENT 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 – August 2024.

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 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 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

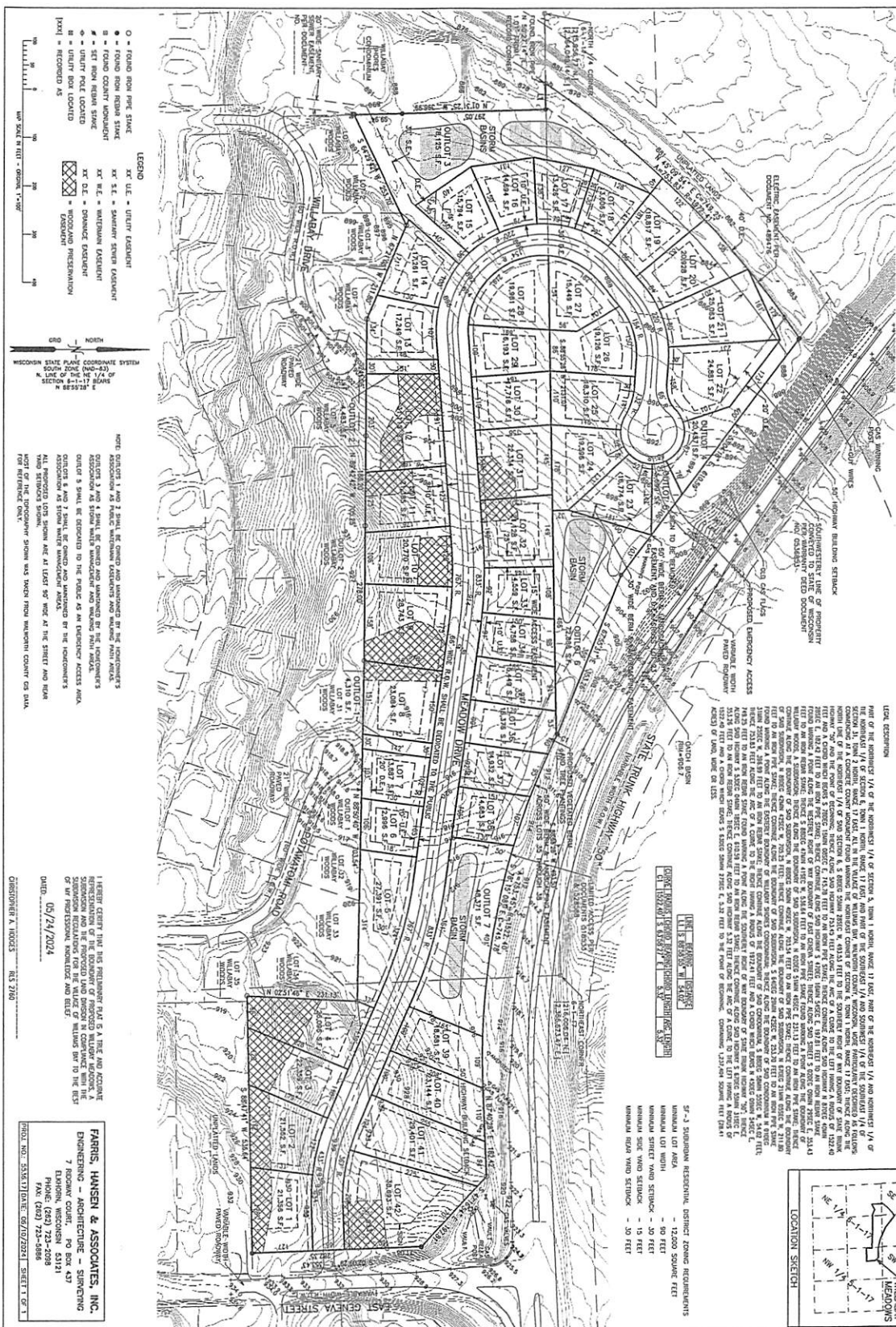
(Lots 1-4; 8-12; 31-32; and 42 anticipated with confirmation upon recording of final plat)

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

EXHIBIT B

Preliminary Plat

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 NW 1/4 AND NW 1/4 OF THE NW 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 13, TOWN 2 NORTH, RANGE 17 EAST, LIE IN THE VILLAGE OF WILLABAY, MILWAUKEE COUNTY, WISCONSIN



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", Walworth, 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 Walworth, 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** Square Footage Requirement: All Dwelling Square Footage requirements shall be in accordance with the Village Ordinance for the underlying zoning district of Willabay Meadows, however in no event shall any Dwelling be less than 1,450 square feet of living area.
- 3.19** The front elevation or façade for a Dwelling shall not be repeated on any abutting Lots on either side of the street on which the Dwelling fronts, including Lots which are directly across the street from one another. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines, garage styles and garage setbacks; and no substantial change in windows of either size, location or type; and either no change in the colors of materials used (rather than a change in shade) or no substantial change in the kind of materials used.

- 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 are due and payable at the time a building permit is 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 Walworth, which cannot be amended without the approval of the Village of Walworth.
- 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

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Tax Parcel No. WWUP 00084

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