



VILLAGE OF WILLIAMS BAY

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

Phone: 262-245-2700

NOTICE

VILLAGE BOARD OF TRUSTEES MEETING

MONDAY, OCTOBER 7, 2024 AT 6:30 PM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

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.** Village Board Meeting Minutes of September 16, 2024
- V. Presentation of accounts and petitions**
 - A.** Payroll ending 09-20-2024 in the amount of \$57,199.79
 - B.** Account Payable Prepaids dated 09-26-2024 in the amount of \$1,477.99
 - C.** Accounts Payable Unpaids dated 10-04-2024 in the amount of \$95,554.92
- VI. Plan Commission**
 - 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.
Plan Commission recommended approval of Applicant requests for a 42-lot single-family subdivision.
The Village Board will be considering resolutions approving the following:
 - (1) a subdivision plat,
 - (2) pre-annexation agreement, and
 - (3) development agreement
- VII. Public Comments**
- VIII. President's Remarks**
 - A.** Latest Bay Quarterly
 - B.** Dredging and new bridge
 - C.** Replacement tree donations encouraged

IX. Adjournment

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: 10/04/2024 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 VILLAGE BOARD MEETING 9/16/2024 MEETING MONDAY, SEPTEMBER 16, 2024 AT 6:30 PM VILLAGE HALL COUNCIL ROOM 250 WILLIAMS STREET WILLIAMS BAY, WI 53191

I. Call to Order

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

II. Roll Call

Present: President Bill Duncan, Trustees George Vlach, Jim D'Alessandro, Lowell Wright, Robert Umans, Adam Jaramillo, and Steven Russell

Also Present: Administrator David Lothspeich, Police Chief Justin Timm, Fire Chief Doug Smith, Village Engineer Doug Snyder, Recreation Director Ryan Knop, Public Works Director Ryan Knop

III. Pledge of Allegiance

The Pledge of Allegiance was recited by all.

IV. Minutes

A. Village Board Meeting Minutes of September 3, 2024

The motion to approve the Village Board Meeting Minutes of September 3, 2024 was initiated by Trustee Umans and seconded by Trustee Vlach. Unanimously carried.

V. Presentation of accounts and petitions

A. Payroll ending 09-06-2024 in the amount of \$58,611.90

The motion to approve the Payroll ending 09-06-2024 in the amount of \$58,611.90 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

B. Accounts Payable Prepaids dated 09-06-2024 in the amount of \$3,255.00

The motion to approve the Accounts Payable Prepaids dated 09-06-2024 in the amount of \$3,255.00 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

C. Accounts Payable Unpaids dated 09-13-2024 in the amount of \$311,449.97

The motion to approve the Accounts Payable Unpaids dated 09-13-2024 in the amount of \$311,449.97 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

D. Library Accounts Payable dated 09-12-2024 in the amount of \$6,164.72

The motion to approve the Library Accounts Payable dated 09-12-2024 in the amount of \$6,164.72 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

E. Monthly EFT Payments for August 2024 in the amount of \$146,980.30

The motion to approve the Monthly EFT Payments for August 2024 in the amount of \$146,980.30 was initiated by

Trustee Wright and seconded by Trustee Umans. Unanimously carried.

F. August 2024 Financial Statement

The motion to approve the August 2024 Financial Statement was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

VI. Plan Commission

A. APPLICANT: Mike Condron 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.

The motion to approve the Temporary Use Permit per Section 390.208 "Temporary Use Permit" and Section 390.0316.B Temporary Outdoor Sales for a food vending cart was initiated by Trustee Wright and seconded by Trustee Vlach. Unanimously carried.

B. 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.

The motion to approve the 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 was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

C. 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.

The motion to approve a subdivision plat for a 42-lot single-family subdivision was initiated by Trustee Wright and seconded by Trustee Vlach. Motion Withdrawn.

The motion to instruct the Village Attorney to prepare Resolutions for Village Board Approval was initiated by Trustee D'Alessandro and Seconded by Trustee Wright. Unanimously carried.

VII. PUBLIC COMMENTS

John Henderson, District #31 Candidate, Introduced himself

Jim Killian, 91 Potawatomi, Spoke about the Poplar Ridge Estates Subdivision Plat, Pre-Annexation Agreement and Development Agreement

Joe Marsico, 13 Liechty Dr, Spoke about parking behind his property on an assessable road

Mark Schneider, Lions Club President, Spoke about placing a plaque for the bathroom renovations at Edgewater Park

VIII. President's Remarks

President Duncan had no remarks.

IX. Committee Reports

A. Finance & Personnel, Chair - Trustee Wright

1. Resolution R-61-24 Authorizing Approval of A State of Wisconsin/Municipal Financial Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)

The motion to approve Resolution R-61-24 Authorizing Approval of A State of Wisconsin/Municipal Financial Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles) was made by Committee,

no second required. Unanimously carried.

2. Resolution R-62-24 Authorizing Approval a State of Wisconsin/Municipal Maintenance Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles)

The motion to approve Resolution R-62-24 Authorizing Approval a State of Wisconsin/Municipal Maintenance Agreement For A State-Let Highway Project Re: STH 67 (Theatre Road to W. Geneva Street - 1.05 miles) was made by Committee, no second required. Unanimously carried.

3. Resolution R-63-24 Authorizing the Approval of the Bid for Village Roadway Improvements Program 2024

The motion to approve Resolution R-63-24 Authorizing the Approval of the Bid for Village Roadway Improvements Program 2024 was Motion made by Committee, no second required. Unanimously carried.

4. Resolution R-64-24 Authorizing Approval of Odling Construction's Removal of the Village Tennis Courts & Basketball Court Located Immediately North of Stark Street (WWUP 0002)

The motion to approve Resolution R-64-24 Authorizing Approval of Odling Construction's Removal of the Village Tennis Courts & Basketball Court Located Immediately North of Stark Street (WWUP 0002) was made by Committee, no second required. Unanimously carried.

5. Resolution R-65-24 Authorizing Approval of Bid(s) for Theatre Road Bathrooms

The motion to approve Resolution R-65-24 Authorizing Approval of Bid(s) for Theatre Road Bathrooms was made by Committee, no second required. Unanimously carried.

6. Resolution R-66-24 Authorizing Approval of a Change Order and Well Modifications for Well #2

The motion to approve Resolution R-66-24 Authorizing Approval of a Change Order and Well Modifications for Well #2 to be funded by ARPA Funds with the remainder coming from Borrowed Funds was made by Committee, no second required. Unanimously carried.

7. Resolution R-67-24 Authorizing Approval of Pulling and Replacement of Well #3

The motion to approve Resolution R-67-24 Authorizing Approval of Pulling and Replacement of Well #3 to be funded from borrowed funds was made by Committee, no second required. Unanimously carried.

8. Resolution R-68-24 Authorizing a Change Order for Lift Station #3 Re: Exterior Modifications Matching Beach House Design

The motion to approve Resolution R-68-24 Authorizing a Change Order for Lift Station #3 Re: Exterior Modifications Matching Beach House Design as amended was initiated by Trustee Wright and seconded by Trustee Umans. Unanimously carried.

9. Resolution R-69-24 Adopting A Village Board Handbook

The motion to approve Resolution R-69-24 Adopting A Village Board Handbook was initiated by made by Committee, no second required. Unanimously carried.

10. Resolution R-73-24 Approving the Updated Borrowed Funds Reports

The motion to approve Resolution R-73-24 Approving the Updated Borrowed Funds Reports was made by Committee, no second required. Unanimously carried.

B. Protective Services, Chair - Trustee Vlach

1. Resolution R-70-24 Granting Temporary "Class B" Retailer's License to Friends of Kishwaukee NPO for the KNC Wine Walk September 28, 2024, from 2-4pm

The motion to approve Resolution R-70-24 Granting Temporary "Class B" Retailer's License to Friends of Kishwaukee NPO for the KNC Wine Walk September 28, 2024, from 2-4pm was made by Committee, no second required. Unanimously carried.

2. Resolution R-74-24 Granting Temporary Class "B" and "Class B" Retailer's Licenses to Williams Bay Lions Club for the Williams Bay Lions Club Nick Caselli Rocking Car Show October 12, 2024

The motion to approve Resolution R-74-24 Granting Temporary Class "B" and "Class B" Retailer's Licenses to Williams Bay Lions Club for the Williams Bay Lions Club Nick Caselli Rocking Car Show October 12, 2024 from 9am to 4pm was made by Committee, no second required. Unanimously carried.

3. Original, Renewal, or Temporary Operator License Applications

The motion to approve the Original, Renewal, or Temporary Operator License Applications was initiated by Trustee Vlach and seconded by Trustee Umans. Unanimously carried.

C. Parks & Lakefront, Chair - Trustee Russell

- 1.** Resolution R-71-24 Approving Edgewater Use and Policy Contract for United Church of Christ for an Outdoor Worship on October 6, 2024

The motion to approve Resolution R-71-24 Approving Edgewater Use and Policy Contract for United Church of Christ for an Outdoor Worship on October 6, 2024 was made by Committee, no second required. Unanimously carried.

- 2.** Resolution R-72-24 Approving an Edgewater Park Use and Policy Contract for WBBA for a 3-Day Cultural Event on June 19, 2025 - June 21, 2025

The motion to approve Resolution R-72-24 Approving an Edgewater Park Use and Policy Contract for WBBA for a 3-Day Cultural Event on June 19, 2025 - June 21, 2025 was made by Committee, no second required. Trustee D'Alessandro abstained. Motion carries.

X. Public Comments

There were no public comments.

XI. Other Items for Discussion, Consideration, or Action

- A.** Discussion and Possible Action on the planting of a maximum of twenty-five (25) trees on October 11, 2024, in the following proposed areas: 1) East Geneva Str. - Triangle Lot, 2) Near the decorative canoe area, 3) Carlson Park by the Tree Enhancement Committee with the help of Students from the Williams Bay School District

The Board was updated on the possibility of the Tree Enhancement Committee planting a maximum of twenty-five (25) trees on October 11, 2024, in the following proposed areas: 1) East Geneva Str. - Triangle Lot, 2) Near the decorative canoe area, 3) Carlson Park by the Tree Enhancement Committee with the help of Students from the Williams Bay School District.

XII. Adjournment

The motion to adjourn was initiated by Trustee Wright and seconded by Trustee Vlach at 07:33pm. Unanimously carried.

/s/ Tina Kolls, Village Clerk

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

Pay Period Date: 09/07/2024 - 09/20/2024
 Pay Date: 9/27/2024

Department	Gross Regular Wages	Gross OT Wages	Payroll Taxes & Deductions	Net Wages
Crossing Guard	\$846.00	\$0.00	\$71.57	\$774.43
General Administration	\$11,888.30	\$0.00	\$5,240.55	\$6,647.75
KNC	\$2,970.91	\$0.00	\$874.36	\$2,096.55
Lakefront/Beach	\$5,521.01	\$0.00	\$1,409.61	\$4,111.40
Library	\$8,104.64	\$0.00	\$2,906.09	\$5,198.55
Municipal Court	\$1,457.35	\$0.00	\$209.45	\$1,247.90
Parks	\$1,790.01	\$0.00	\$209.09	\$1,580.92
Police	\$26,530.55	\$2,654.13	\$9,659.61	\$19,525.07
Protective Services (F&R)	\$0.00	\$0.00	\$0.00	\$0.00
Public Works/W&S	\$12,299.16	\$686.17	\$4,658.31	\$8,327.02
Recreation Department	\$3,634.13	\$0.00	\$1,071.63	\$2,562.50
Village Board	\$5,552.50	\$0.00	\$424.80	\$5,127.70
Total Net Wages				\$57,199.79

Payroll Register - Detail by Department

GL Account and Title	Description	Amount	Date Paid	GL Period
BALSLEY PRINTING				
100-51410-161 GEN ADMIN POSTAGE	POSTAGE FOR NEWSLE	1,277.99	09/26/2024	924
Total BALSLEY PRINTING:		1,277.99		
GENEVA STAGE				
410-58255-000 LIB FRIENDS EXPENDITURE	DONATION TO MOVIE PR	200.00	09/26/2024	924
Total GENEVA STAGE:		200.00		
Grand Totals:		1,477.99		

Village Board Approval Date: _____

GL Account and Title	Description	Amount	Date Paid	GL Period
ABT MAILCOM				
100-51521-000 PROPERTY REASSESSMENT	ESTIMATED POSTAGE F	1,500.00		1024
Total ABT MAILCOM:		1,500.00		
AFLAC				
100-21259 AFLAC PAYABLE	EMPLOYEE VOLUNTARY	327.63		1024
Total AFLAC:		327.63		
AIRGAS USA LLC				
200-57631-160 WATER TREATMENT CHEMICALS	CARBON DIOXIDE- BULK	3,661.81		924
Total AIRGAS USA LLC:		3,661.81		
ALLEN TREE SERVICE				
100-56130-000 TREE ENHANCEMENT	LAKEFRONT WILLOW TR	850.00		924
Total ALLEN TREE SERVICE:		850.00		
AMAZON CAPITAL SERVICES				
100-54310-125 STREETS UNIFORMS	UNIFORM PANTS	133.80		1024
100-54310-160 STREETS SUPPLIES	INK CARTRIDGE	21.99		1024
100-55410-150 PARKS REPAIRS/MAINT	MOWER TIRE	32.99		1024
100-54310-150 STREETS EQUIP REPAIRS/MAINT	LIGHT BAR	93.98		1024
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SAFETY WARNING LIGHT	28.79		1024
100-54310-150 STREETS EQUIP REPAIRS/MAINT	FLOOD LIGHT	56.26		1024
100-54310-150 STREETS EQUIP REPAIRS/MAINT	FLOOD LIGHT	56.26		1024
100-55410-150 PARKS REPAIRS/MAINT	FILTER	32.99		1024
100-54310-150 STREETS EQUIP REPAIRS/MAINT	JUMP STARTER BATTER	39.98		1024
100-54310-150 STREETS EQUIP REPAIRS/MAINT	CLAMP	15.99		924
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	LOCK	24.99		924
100-54310-160 STREETS SUPPLIES	PRINTER CABLE	13.99		924
200-57935-150 WATER PLANT REPAIRS/MAINT	SPRAY BOTTLE	7.16		924
200-57935-150 WATER PLANT REPAIRS/MAINT	WEATHER STATION	154.99		924
100-55410-160 PARKS SUPPLIES	DOG WASTER STATION	199.98		924
100-55410-160 PARKS SUPPLIES	DOG WASTE BAGS	183.96		924
Total AMAZON CAPITAL SERVICES:		1,098.10		
AT&T MOBILITY				
100-52320-200 FIRE DEPT TELEPHONE	FIRE DEPT PHONE	74.14		924
Total AT&T MOBILITY:		74.14		
BAXTER WOODMAN				
100-51405-000 BILLABLE SERVICES	525 WILMETE	500.00		924
500-54310-140 STREETS/HIGHWAYS	2024 ROADWAY IMPROV	9,695.00		924
100-51405-000 BILLABLE SERVICES	WILLABAY MEADOWS	1,812.55		924
200-57610-140 WATER FUND CAPITAL OUTLAY	IMPROVEMENTS TO WAT	9,750.00		924
100-51405-000 BILLABLE SERVICES	LEAHY DEVELOPEMENT	3,052.96		924
100-51405-000 BILLABLE SERVICES	47 W GENEVA	500.00		924
100-51405-000 BILLABLE SERVICES	THE PRESERVE	3,062.50		924
100-51575-000 FINANCIAL MGT PLAN EXPENSE	TID ASSISTANCE	325.00		924
100-51405-000 BILLABLE SERVICES	PARK PLACE CSM	500.00		924
100-51405-000 BILLABLE SERVICES	501 WILLABAY DR	500.00		924
200-57925-100 WATER RATE STUDY EXPENSE	WATER RATE STUDY AS	1,000.00		924
200-57600-150 WELL #3 - REPAIRS	WELL 3 MAINTENANCE	750.00		924

GL Account and Title	Description	Amount	Date Paid	GL Period
115-52320-165 ARPA LOCAL RECOV EXPENDITURES	THEATRE RD RESTROO	3,810.00		924
Total BAXTER WOODMAN:		35,258.01		
BURLINGTON WASTEWATER UTILITY				
200-57623-170 WATER TESTING	WATER TESTING	60.00		1024
Total BURLINGTON WASTEWATER UTILITY:		60.00		
CNH INDUSTRIAL ACCOUNTS				
100-55410-150 PARKS REPAIRS/MAINT	SUPPLIES	17.13		1024
Total CNH INDUSTRIAL ACCOUNTS:		17.13		
COLUMN SOFTWARE PBC				
100-51410-210 GEN ADMIN PUBLICATIONS	GENERAL LEGAL NOTIC	39.62		924
100-51410-210 GEN ADMIN PUBLICATIONS	GENERAL LEGAL NOTIC	31.02		924
100-51410-210 GEN ADMIN PUBLICATIONS	AFFIDAVIT FEE	1.00		924
Total COLUMN SOFTWARE PBC:		71.64		
CORE & MAIN				
200-57651-150 WATER MAINS REPAIRS/MAINT	WATER METER SUPPLIE	288.00		924
200-57651-150 WATER MAINS REPAIRS/MAINT	SUPPLIES	132.00		924
Total CORE & MAIN:		420.00		
DEPARTMENT OF ADMINISTRATION				
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	MONTHLY EMAIL FILTERI	18.80		1024
100-51414-000 SOFTWARE LICENSE & IT SUPPORT	MONTHLY EMAIL FILTERI	18.80		1024
Total DEPARTMENT OF ADMINISTRATION:		37.60		
DJS SCUBA LOCKER INC				
100-52340-145 DIVE TEAM TANK MAINTENANCE	WORK ORDER	80.00		924
Total DJS SCUBA LOCKER INC:		80.00		
ELKHORN NAPA AUTO PARTS				
100-54310-150 STREETS EQUIP REPAIRS/MAINT	SUPPLIES	37.38		1024
Total ELKHORN NAPA AUTO PARTS:		37.38		
ENERGENECS				
300-58968-150 SEWER COLLECTION SYSTEM MAINT	SPARE RADIO AND PRO	1,103.91		924
Total ENERGENECS:		1,103.91		
FREEDOM MAILING				
200-57921-160 WATER OFFICE SUPPLIES	QUARTERLY BILLING PR	546.08		924
300-58969-160 SEWER OFFICE SUPPLIES	QUARTERLY BILLING PR	546.07		924
200-57921-160 WATER OFFICE SUPPLIES	AUTO PAY NOTICE	12.95		924
300-58969-160 SEWER OFFICE SUPPLIES	AUTO PAY NOTICE	12.94		924
100-54710-000 REFUSE COLLECTIONS	TRASH & RECYCLING FL	25.89		924
125-52320-165 TREE ENHANCEMENT EXPENDITURES	TREE ENHANCEMENT FL	25.89		924
Total FREEDOM MAILING:		1,169.82		

GL Account and Title	Description	Amount	Date Paid	GL Period
GAGE MARINE CORPORATION				
100-55411-153 LAKEFRONT PIER REPAIRS	CRIB REPLACEMENT	4,784.00		924
Total GAGE MARINE CORPORATION:		4,784.00		
GENERAL CODE				
100-51410-300 GEN ADMIN CODIFICATION	CODE ANALYSIS	2,585.00		924
Total GENERAL CODE:		2,585.00		
GENEVA LAKE ENVIRONMENTAL AGENCY				
100-52130-120 GENEVA LAKE ENVIRONMENTAL AGCY	3RD QUARTER PLEDGE	10,000.00		1024
Total GENEVA LAKE ENVIRONMENTAL AGENCY:		10,000.00		
GORDON FLESCH				
100-51410-162 GEN ADMIN COPIER EXPENSE	VH COPIER CHARGES	11.87		924
100-55210-200 REC DEPT TELEPHONE	REC DEPT COPIER CHA	112.08		924
Total GORDON FLESCH:		123.95		
GRAINGER INC.				
200-57935-150 WATER PLANT REPAIRS/MAINT	CREDIT MEMO	38.22-		924
100-55410-150 PARKS REPAIRS/MAINT	CREDIT MEMO	130.20-		924
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	AIR FILTERS	546.91		924
Total GRAINGER INC.:		378.49		
GRAYMONT WESTERN LIME INC.				
200-57631-160 WATER TREATMENT CHEMICALS	HIGH CALCIUM HYDRAT	4,551.99		924
Total GRAYMONT WESTERN LIME INC.:		4,551.99		
GRISHAM, NICOLE				
100-55210-275 REC DEPT PROGRAM EXPENSES	YOGA INSTRUCTOR	156.00		1024
Total GRISHAM, NICOLE:		156.00		
GUNNAR OLSEN LANDSCAPING				
100-55410-115 PARKS CONTRACT LABOR	WEEDING	832.50		824
Total GUNNAR OLSEN LANDSCAPING:		832.50		
HALVERSON DOOR LLC				
100-54310-150 STREETS EQUIP REPAIRS/MAINT	COMMERICAL SERVICE	183.00		924
Total HALVERSON DOOR LLC:		183.00		
I - PAINT				
100-55411-150 LAKEFRONT REPAIRS/MAINT	LAKEFRONT PIER REPAI	4,545.00		924
Total I - PAINT:		4,545.00		
JANESVILLE INDUSTRIAL SUPPLY				
100-51730-175 JANITORIAL SERVICES	SEPT CLEANING - VILLA	675.00		924
100-51720-175 JANITORIAL SERVICES	SEPT CLEANING SERVIC	435.74		924
400-58100-175 JANITORIAL SERVICES	SEPTEMBER CLEANING	675.00		924

GL Account and Title	Description	Amount	Date Paid	GL Period
Total JANESVILLE INDUSTRIAL SUPPLY:		1,785.74		
LANDGRAF, LYNNE				
100-44107 FACILITY RENTAL REVENUE	REFUND LIONS FIELDHO	200.00		1024
Total LANDGRAF, LYNNE:		200.00		
MUNICIPAL CODE ENFORCEMENT LLC				
100-53100-215 CODE ENFORCEMENT CONTRACT	CODE ENFORCEMENT	4,890.00		1024
Total MUNICIPAL CODE ENFORCEMENT LLC:		4,890.00		
NORTHERN LAKE SERVICE INC.				
200-57623-170 WATER TESTING	LEAD & COPPER ANALYS	675.00		924
200-57623-170 WATER TESTING	LEAD & COPPER ANALYS	75.00		924
Total NORTHERN LAKE SERVICE INC.:		750.00		
PACKARD, JOHN S				
100-55210-275 REC DEPT PROGRAM EXPENSES	TAI CHI CLASS - JUNE	200.00		1024
100-55210-275 REC DEPT PROGRAM EXPENSES	TAI CHI CLASS- JULY	168.00		1024
Total PACKARD, JOHN S:		368.00		
PATS SERVICES INC				
100-55210-271 REC DEPT BASEBALL EXPENSES	PORTABLE TOILET RENT	120.00		1024
100-55210-271 REC DEPT BASEBALL EXPENSES	PORTABLE TOILET RENT	120.00		1024
Total PATS SERVICES INC:		240.00		
PEARCE'S FARM STAND				
100-55210-275 REC DEPT PROGRAM EXPENSES	STAR BALES - SCARECR	210.00		924
Total PEARCE'S FARM STAND:		210.00		
PUBLIC SERVICE COMMISSION				
200-57925-100 WATER RATE STUDY EXPENSE	NOTICE OF ASSESSMEN	1,203.46		924
Total PUBLIC SERVICE COMMISSION:		1,203.46		
REYNOLDS, JIM				
200-57903-125 WATER METER READING - UNIFORMS	REIMBURSE FOR UNIFO	288.73		1024
Total REYNOLDS, JIM:		288.73		
ROBINSON, ALEX				
200-57903-125 WATER METER READING - UNIFORMS	WORK BOOTS REIMBUR	200.00		1024
Total ROBINSON, ALEX:		200.00		
SCHAEFFER MUNICIPAL SERVICES LLC				
100-53100-210 ZONING INSPECTION CONTRACT	ZONING CONTRACT FEE	1,810.00		1024
Total SCHAEFFER MUNICIPAL SERVICES LLC:		1,810.00		
SWITS				
100-51210-160 MUNICIPAL COURT SUPPLIES	INTERPRETATION 7/20/24	261.70		824

GL Account and Title	Description	Amount	Date Paid	GL Period
Total SWITS:		261.70		
TERRETTA, JOHN				
220-52320-200 EMS FLEX GRANT EXPENDITURES	EMT COURSE REIMBURS	31.98		1024
220-52320-200 EMS FLEX GRANT EXPENDITURES	EMT COURSE REIMBURS	253.73		1024
Total TERRETTA, JOHN:		285.71		
THE COACH'S LOCKER				
100-55210-275 REC DEPT PROGRAM EXPENSES	FLAG FOOTBALL EQUIP	391.20		824
Total THE COACH'S LOCKER:		391.20		
USA BLUE BOOK				
200-57632-160 WATER TREATMENT SUPPLIES	SUPPLIES	138.50		924
200-57632-160 WATER TREATMENT SUPPLIES	SUPPLIES	105.99		924
Total USA BLUE BOOK:		244.49		
VANDEWALLE & ASSOCIATES				
100-51405-000 BILLABLE SERVICES	THE PRESERVE COST R	1,783.75		924
100-51405-000 BILLABLE SERVICES	WATER SAFETY PATROL	101.25		924
500-55410-140 PARKS/CAPITAL OUTLAY	COMPREHENSIVE PLAN	715.00		924
500-55410-140 PARKS/CAPITAL OUTLAY	DOWNTOWN MASTER PL	4,182.09		924
Total VANDEWALLE & ASSOCIATES:		6,782.09		
VAUN COIL, JENNIFER				
100-51210-190 MUNICIPAL COURT TRAINING	COURT CLERK SEMINAR	457.23		1024
Total VAUN COIL, JENNIFER:		457.23		
VERITIV OPERATING COMPANY				
100-51410-160 GEN ADMIN SUPPLIES	COPY PAPER	375.60		924
Total VERITIV OPERATING COMPANY:		375.60		
WELDERS SUPPLY CO.				
100-52360-160 RESCUE DEPT SUPPLIES	MEDICAL OXYGEN	98.39		924
Total WELDERS SUPPLY CO.:		98.39		
WIL-KIL PEST CONTROL				
100-55411-150 LAKEFRONT REPAIRS/MAINT	THE REC OFFICE	56.04		924
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	BATH HOUSE/MARINA SH	67.38		924
100-51730-150 VH BLDG REPAIRS/MAINT	VILLAGE HALL	72.21		924
100-51720-150 LIONS FIELD HOUSE REPAIR/MAINT	LIONS FIELD HOUSE	65.97		924
400-58100-150 LIBRARY BLDG REPAIRS & MAINT	BARRETT MEMORIAL LIB	65.97		924
Total WIL-KIL PEST CONTROL:		327.57		
WILLIAMS BAY AUTOMOTIVE				
100-52120-150 POLICE REPAIRS/MAINT	VEHICLE REPAIRS AND	124.63		924
100-52320-150 FIRE DEPT REPAIRS/MAINT	FIRE DEPT VEHICLE MAI	81.63		924
Total WILLIAMS BAY AUTOMOTIVE:		206.26		

GL Account and Title	Description	Amount	Date Paid	GL Period
ZERO9 HOLSTERS				
100-52120-125 POLICE UNIFORMS	POLICE UNIFORMS	271.65		924
Total ZERO9 HOLSTERS:		271.65		
Grand Totals:		95,554.92		

Village Board Approval Date: _____

RESOLUTION NO. R-_____-24

RESOLUTION APPROVING PRE-ANNEXATION AGREEMENT

WHEREAS, Land & Lakes Development Co. (Developer) has submitted a Pre-Annexation Agreement (Agreement) to the Village of Williams Bay (Village) concerning land currently owned by Poplar Ridge Estates (Owner); and

WHEREAS, said Agreement addresses lands located in the Town of Geneva and Town of Linn identified as Tax Key Parcels JG 3100009, IL 500005 and IL 50005A respectively, as well as land located in the Village identified as Tax Key Parcel WWUP 00084, all located near the southwest corner of Highway 50 and E. Geneva St. (the Property); and

WHEREAS, Developer seeks to develop the Property by creating a residential development of approximately forty-two (42) single-family lots, which development is to be referred to as Willabay Meadows; and

WHEREAS, in order to proceed with the development of Willabay Meadows, it is necessary to annex those portions of the property located in the Town of Geneva and those portions of the property located in the Town of Linn; and

WHEREAS, the Plan Commission of the Village having reviewed the proposed Agreement and having voted to recommend approval of same to the Village Board subject to the Village Engineer's comments being addressed; and

WHEREAS, the Village Engineer indicates that he has no further comments regarding the Agreement; and

WHEREAS, the Village Board of the Village having determined it is appropriate to accept the recommendation of the Plan Commission as being in the best interests of the Village.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do resolve as follows:

The Pre-annexation Agreement submitted by Land & Lakes Development Co. for the Property owned by Poplar Ridge Estates, as more specifically identified in said Agreement, is hereby approved.

IT IS FURTHER RESOLVED that the Village President and Village Clerk are authorized to sign the Pre-annexation Agreement on behalf of the Village of Williams Bay.

Approved by the Village Board of the Village of Williams Bay this _____ day of October, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Date Passed: _____

Date Published: _____

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)

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

Town of Linn Property

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

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

PREANNEXATION AGREEMENT

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

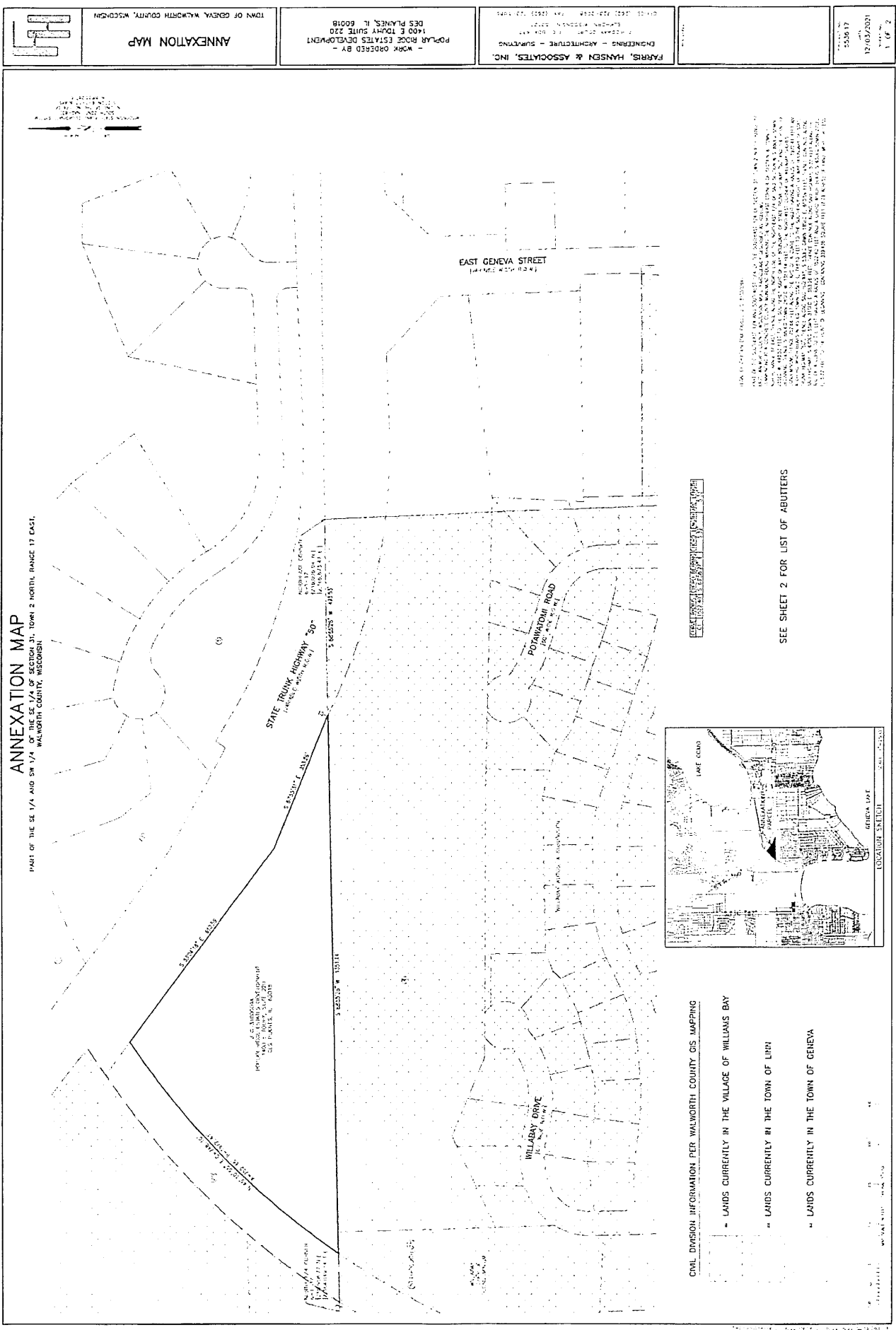
LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

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



ANNEXATION MAP
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

WORK ORDERED BY -
POPULAR RIDGE ESTATES DEVELOPMENT
DES PLANNERS, IL 60018
1400 E TOWN SUITE 220

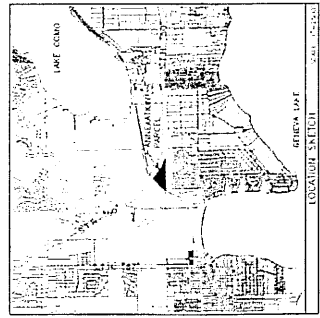
FARRIS, HANSON & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7000 WISCONSIN AVE. SUITE 200
WISCONSIN, WISCONSIN 53589
TEL: (262) 728-2020 FAX: (262) 728-2040

12/03/2021
1 of 2

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

SEE SHEET 2 FOR LIST OF ABUTTERS

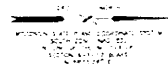
THIS IS A PRELIMINARY MAP. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. THE MAP IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES.



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

ANNEXATION MAP		TOWN OF ODEYA, WALWORTH COUNTY, WISCONSIN	
- WORK ORDERED BY - DES PLANNERS, L.L. 80018 1400 E TOLUAY SUITE 220 POPULAR RIDGE ESTATES DEVELOPMENT		FARRIS, HANSEN & ASSOCIATES, INC. ENGINEERING - ARCHITECTURE - SURVEYING 2 N COOK COURT LA CROSSE, WISCONSIN 54601 OFFICE (262) 773-1098 FAX (262) 773-1088	
12/03/2021		2 OF 2	
LIST OF ANNEXATIONS			
1	J.C. KOSCH PACIFIC UTILITIES NATIONAL, LLC 1111 W. WISCONSIN AVENUE S LAKE GENEVA, WI 53113	25	WIS 000000 PATRICK J. MACKEY 6221 HARMONY DRIVE N WILSON, WI 53191
2	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	26	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
3	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	27	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
4	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	28	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
5	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	29	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
6	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	30	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
7	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	31	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
8	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	32	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
9	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	33	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
10	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	34	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
11	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	35	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
12	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	36	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
13	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	37	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
14	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	38	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
15	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	39	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
16	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	40	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
17	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	41	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
18	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	42	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
19	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	43	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
20	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	44	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
21	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	45	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
22	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	46	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
23	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	47	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113
24	J.P.S. 000017 PRESERVE AT LAKENOW CEN. LLC 2000 W. LAKENOW CEN. RD ST. CHARLES, WI 53075	48	WIS 000000 SUSAN KOSKAS TRUST 1111 W. WISCONSIN AVENUE LAKE GENEVA, WI 53113

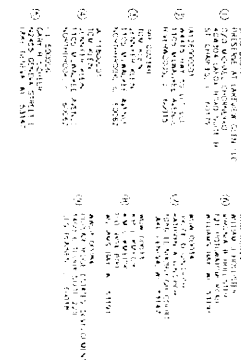
PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 17 EAST,
WALWORTH COUNTY, WISCONSIN



2 LAIDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY

" LANDS CURRENTLY IN THE TOWN OF LINN

■ LAIDS CURRENTLY IN THE TOWN OF GENEVA



1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829

INSTITUT AT ANTIKORRUPTION

45004 2501 4-20 7000 10
45005 2501 4-20 7000 10

141269059

© 1975 Williams & Wilkins
All rights reserved.

[illegible]

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**

Abstract

[illegible]

Chit H. Tzeng

1994: 123-136

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
10000 130th Ave. N.E. • 1st Fl. • Bellevue, WA 98004
206/465-1100 • FAX 206/465-1101

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

ANNEXATION MAP

TOWN OF LINN, WALWORTH COUNTY, WISCONSIN



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

Town of Linn Property

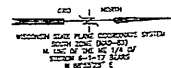
LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

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

PREANNEXATION AGREEMENT

EXHIBIT 3-1

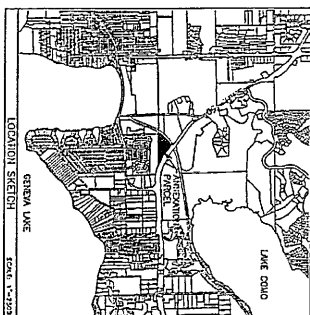
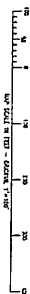
Town of Geneva
Annexation Map



LANDS CURRENTLY IN THE TOWN OF GENEVE

LANDS CURRENTLY IN THE TOWN OF LIBERTY

LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY



DATE	10/10/10	TIME	11:45	BY	ALC
CL	102240	S	650127	E	632

SEE SHEET 2 FOR LIST OF ABUTTERS

[illegible]

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGEWAY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2090 FAX: (262) 723-5886

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

ANNEXATION MAP

TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

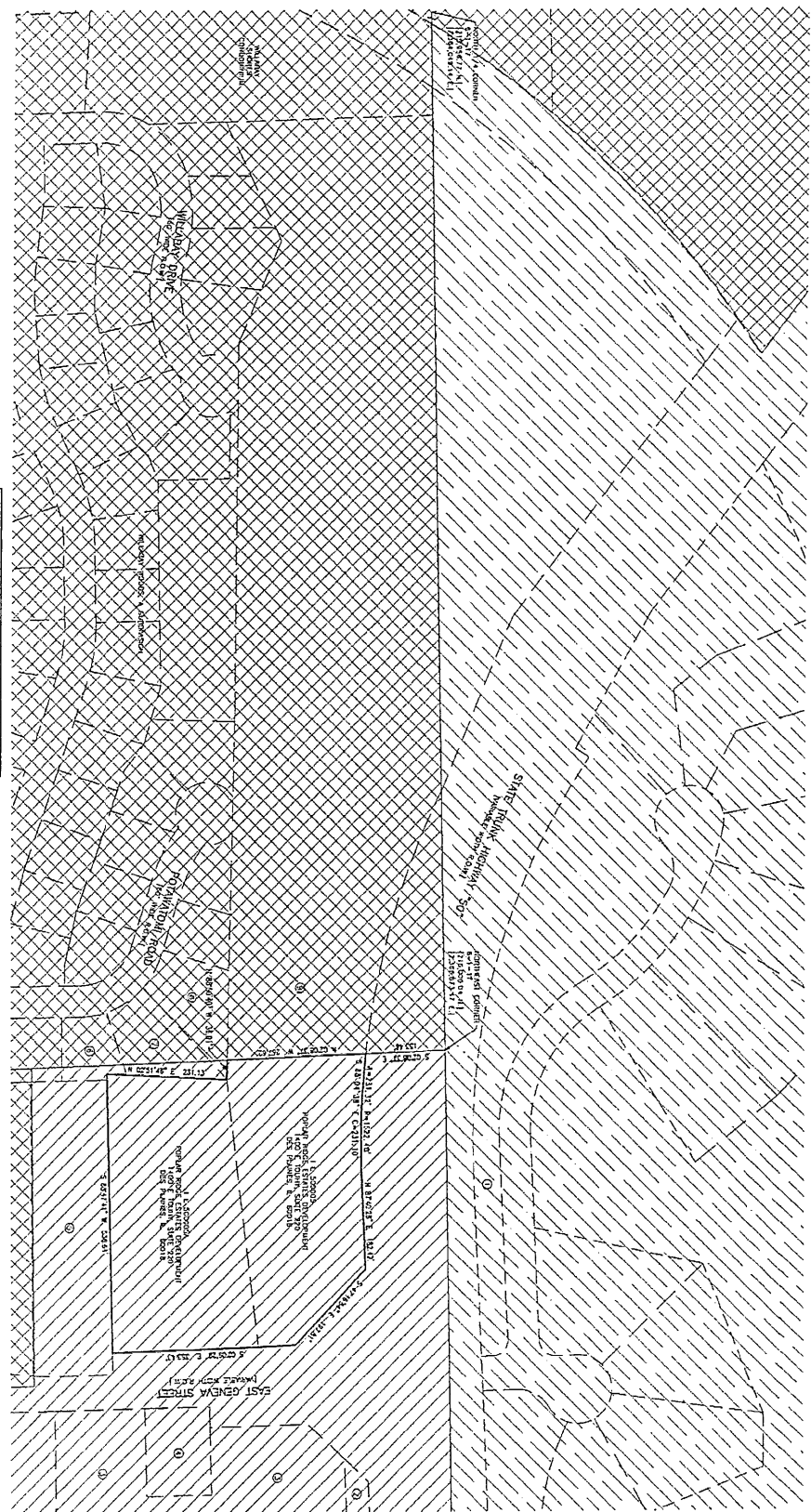
PREANNEXATION AGREEMENT

EXHIBIT 3-2

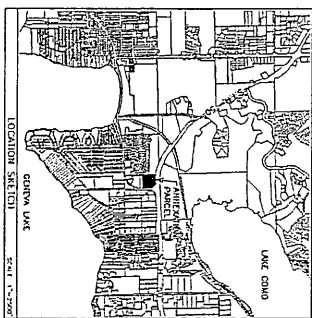
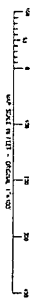
Town of Linn
Annexation Map

ANNEXATION MAP

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 20, T10N, R10E, S17E, E1.

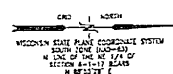


- CNR DIVISION INFORMATION PER WALWORTH COUNTY GIS MAPPING**
- LANDS CURRENTLY IN THE VILLAGE OF WILLIAMS BAY
 - LANDS CURRENTLY IN THE TOWN OF LINN
 - LANDS CURRENTLY IN THE TOWN OF GENEVA



- LIST OF ADJACENTS**
- 1. FARRIS, HANSEN & ASSOCIATES, INC.
 - 2. FARRIS, HANSEN & ASSOCIATES, INC.
 - 3. FARRIS, HANSEN & ASSOCIATES, INC.
 - 4. FARRIS, HANSEN & ASSOCIATES, INC.
 - 5. FARRIS, HANSEN & ASSOCIATES, INC.
 - 6. FARRIS, HANSEN & ASSOCIATES, INC.
 - 7. FARRIS, HANSEN & ASSOCIATES, INC.
 - 8. FARRIS, HANSEN & ASSOCIATES, INC.
 - 9. FARRIS, HANSEN & ASSOCIATES, INC.
 - 10. FARRIS, HANSEN & ASSOCIATES, INC.
 - 11. FARRIS, HANSEN & ASSOCIATES, INC.
 - 12. FARRIS, HANSEN & ASSOCIATES, INC.
 - 13. FARRIS, HANSEN & ASSOCIATES, INC.
 - 14. FARRIS, HANSEN & ASSOCIATES, INC.
 - 15. FARRIS, HANSEN & ASSOCIATES, INC.
 - 16. FARRIS, HANSEN & ASSOCIATES, INC.
 - 17. FARRIS, HANSEN & ASSOCIATES, INC.
 - 18. FARRIS, HANSEN & ASSOCIATES, INC.
 - 19. FARRIS, HANSEN & ASSOCIATES, INC.
 - 20. FARRIS, HANSEN & ASSOCIATES, INC.
 - 21. FARRIS, HANSEN & ASSOCIATES, INC.
 - 22. FARRIS, HANSEN & ASSOCIATES, INC.
 - 23. FARRIS, HANSEN & ASSOCIATES, INC.
 - 24. FARRIS, HANSEN & ASSOCIATES, INC.
 - 25. FARRIS, HANSEN & ASSOCIATES, INC.
 - 26. FARRIS, HANSEN & ASSOCIATES, INC.
 - 27. FARRIS, HANSEN & ASSOCIATES, INC.
 - 28. FARRIS, HANSEN & ASSOCIATES, INC.
 - 29. FARRIS, HANSEN & ASSOCIATES, INC.
 - 30. FARRIS, HANSEN & ASSOCIATES, INC.
 - 31. FARRIS, HANSEN & ASSOCIATES, INC.
 - 32. FARRIS, HANSEN & ASSOCIATES, INC.
 - 33. FARRIS, HANSEN & ASSOCIATES, INC.
 - 34. FARRIS, HANSEN & ASSOCIATES, INC.
 - 35. FARRIS, HANSEN & ASSOCIATES, INC.
 - 36. FARRIS, HANSEN & ASSOCIATES, INC.
 - 37. FARRIS, HANSEN & ASSOCIATES, INC.
 - 38. FARRIS, HANSEN & ASSOCIATES, INC.
 - 39. FARRIS, HANSEN & ASSOCIATES, INC.
 - 40. FARRIS, HANSEN & ASSOCIATES, INC.
 - 41. FARRIS, HANSEN & ASSOCIATES, INC.
 - 42. FARRIS, HANSEN & ASSOCIATES, INC.
 - 43. FARRIS, HANSEN & ASSOCIATES, INC.
 - 44. FARRIS, HANSEN & ASSOCIATES, INC.
 - 45. FARRIS, HANSEN & ASSOCIATES, INC.
 - 46. FARRIS, HANSEN & ASSOCIATES, INC.
 - 47. FARRIS, HANSEN & ASSOCIATES, INC.
 - 48. FARRIS, HANSEN & ASSOCIATES, INC.
 - 49. FARRIS, HANSEN & ASSOCIATES, INC.
 - 50. FARRIS, HANSEN & ASSOCIATES, INC.
 - 51. FARRIS, HANSEN & ASSOCIATES, INC.
 - 52. FARRIS, HANSEN & ASSOCIATES, INC.
 - 53. FARRIS, HANSEN & ASSOCIATES, INC.
 - 54. FARRIS, HANSEN & ASSOCIATES, INC.
 - 55. FARRIS, HANSEN & ASSOCIATES, INC.
 - 56. FARRIS, HANSEN & ASSOCIATES, INC.
 - 57. FARRIS, HANSEN & ASSOCIATES, INC.
 - 58. FARRIS, HANSEN & ASSOCIATES, INC.
 - 59. FARRIS, HANSEN & ASSOCIATES, INC.
 - 60. FARRIS, HANSEN & ASSOCIATES, INC.
 - 61. FARRIS, HANSEN & ASSOCIATES, INC.
 - 62. FARRIS, HANSEN & ASSOCIATES, INC.
 - 63. FARRIS, HANSEN & ASSOCIATES, INC.
 - 64. FARRIS, HANSEN & ASSOCIATES, INC.
 - 65. FARRIS, HANSEN & ASSOCIATES, INC.
 - 66. FARRIS, HANSEN & ASSOCIATES, INC.
 - 67. FARRIS, HANSEN & ASSOCIATES, INC.
 - 68. FARRIS, HANSEN & ASSOCIATES, INC.
 - 69. FARRIS, HANSEN & ASSOCIATES, INC.
 - 70. FARRIS, HANSEN & ASSOCIATES, INC.
 - 71. FARRIS, HANSEN & ASSOCIATES, INC.
 - 72. FARRIS, HANSEN & ASSOCIATES, INC.
 - 73. FARRIS, HANSEN & ASSOCIATES, INC.
 - 74. FARRIS, HANSEN & ASSOCIATES, INC.
 - 75. FARRIS, HANSEN & ASSOCIATES, INC.
 - 76. FARRIS, HANSEN & ASSOCIATES, INC.
 - 77. FARRIS, HANSEN & ASSOCIATES, INC.
 - 78. FARRIS, HANSEN & ASSOCIATES, INC.
 - 79. FARRIS, HANSEN & ASSOCIATES, INC.
 - 80. FARRIS, HANSEN & ASSOCIATES, INC.
 - 81. FARRIS, HANSEN & ASSOCIATES, INC.
 - 82. FARRIS, HANSEN & ASSOCIATES, INC.
 - 83. FARRIS, HANSEN & ASSOCIATES, INC.
 - 84. FARRIS, HANSEN & ASSOCIATES, INC.
 - 85. FARRIS, HANSEN & ASSOCIATES, INC.
 - 86. FARRIS, HANSEN & ASSOCIATES, INC.
 - 87. FARRIS, HANSEN & ASSOCIATES, INC.
 - 88. FARRIS, HANSEN & ASSOCIATES, INC.
 - 89. FARRIS, HANSEN & ASSOCIATES, INC.
 - 90. FARRIS, HANSEN & ASSOCIATES, INC.
 - 91. FARRIS, HANSEN & ASSOCIATES, INC.
 - 92. FARRIS, HANSEN & ASSOCIATES, INC.
 - 93. FARRIS, HANSEN & ASSOCIATES, INC.
 - 94. FARRIS, HANSEN & ASSOCIATES, INC.
 - 95. FARRIS, HANSEN & ASSOCIATES, INC.
 - 96. FARRIS, HANSEN & ASSOCIATES, INC.
 - 97. FARRIS, HANSEN & ASSOCIATES, INC.
 - 98. FARRIS, HANSEN & ASSOCIATES, INC.
 - 99. FARRIS, HANSEN & ASSOCIATES, INC.
 - 100. FARRIS, HANSEN & ASSOCIATES, INC.

THIS DOCUMENT IS THE PROPERTY OF FARRIS, HANSEN & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM FARRIS, HANSEN & ASSOCIATES, INC.



5538.17 12/03/2021	FARRIS, HANSEN & ASSOCIATES, INC. ENGINEERING - ARCHITECTURE - SURVEYING 7 ROSWAY COURT P.O. BOX 437 EVANSTON, WISCONSIN 53121 OFFICE: (262) 723-5298 FAX: (262) 723-3658	— WORK ORDERED BY — POPLAR RIDGE ESTATES DEVELOPMENT 1400 E TOWHY 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. **Construction Schedule.** Willabay Meadows is designed as a single-family development 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 or the completed work, and require Village approvals. 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 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.

SECTION 2.2. **Contractors.** 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.

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

foregoing notwithstanding, the emergency access road shall be held by the Developer 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. Further, the detention basins in Outlot 3 will have a maximum depth of ten (10) feet. 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, and a sign stating “no motorized vehicles or bicycles beyond this point” to be placed on the Willabay Meadows side of the pedestrian walkway easement to Kishwauketoe Nature Conservancy.

J. **Street Trees.** The Developer shall plant street trees as shown on the approved Site Plan adjacent to the street right-of-way, in such species as specified by Section

375.0813 of the Village Municipal Code. Section 375.0813. A (the option to pay a fee in lieu of planting street trees) shall not apply. Further, Developer shall warranty street trees for one year after planting. The trees shall be planted prior to the acceptance of all required improvements for each construction stage.

- 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.** 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.** 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.
- 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 snow plowing of the emergency access drive contained thereon.

- P. **Walking Paths.** Developer shall design and construct three (3) walking paths with a width of five (5) feet 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. The sign for the walking path providing access to Kishwaukee Nature Conservancy shall also prohibit bicycles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwaukee.
- Q. **Utility Easement.** The Final Plat and Final Engineering Plans shall provide for an easement to the Village and its assigns to permit them to connect to the sanitary sewer system and water supply facilities of Willabay Meadows, in order to construct and maintain a sanitary sewer main and water main to provide sanitary sewer service and water service to future development of property located east of E. Geneva St. The location of the easement shall be as approved by the Village Engineer.

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.

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 7.4 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 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) 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. Building Permits, Special Case of 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.

The foregoing sentence notwithstanding, 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 location for each model home and schedule for their construction shall be addressed as part of the construction schedule to be included in the Final Engineering Plans, as required by Section 2.1. The Village shall issue building permits to the Developer for such model homes upon the approval of the Final Engineering Plans, 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 2.3. 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 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
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

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 E, 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

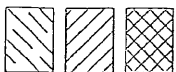
LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

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.

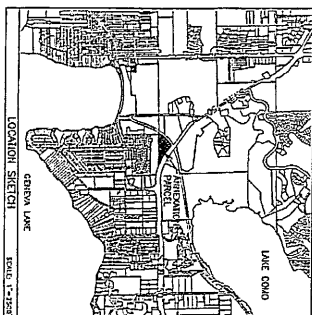
PETITION FOR DIRECT ANNEXATION

EXHIBIT B

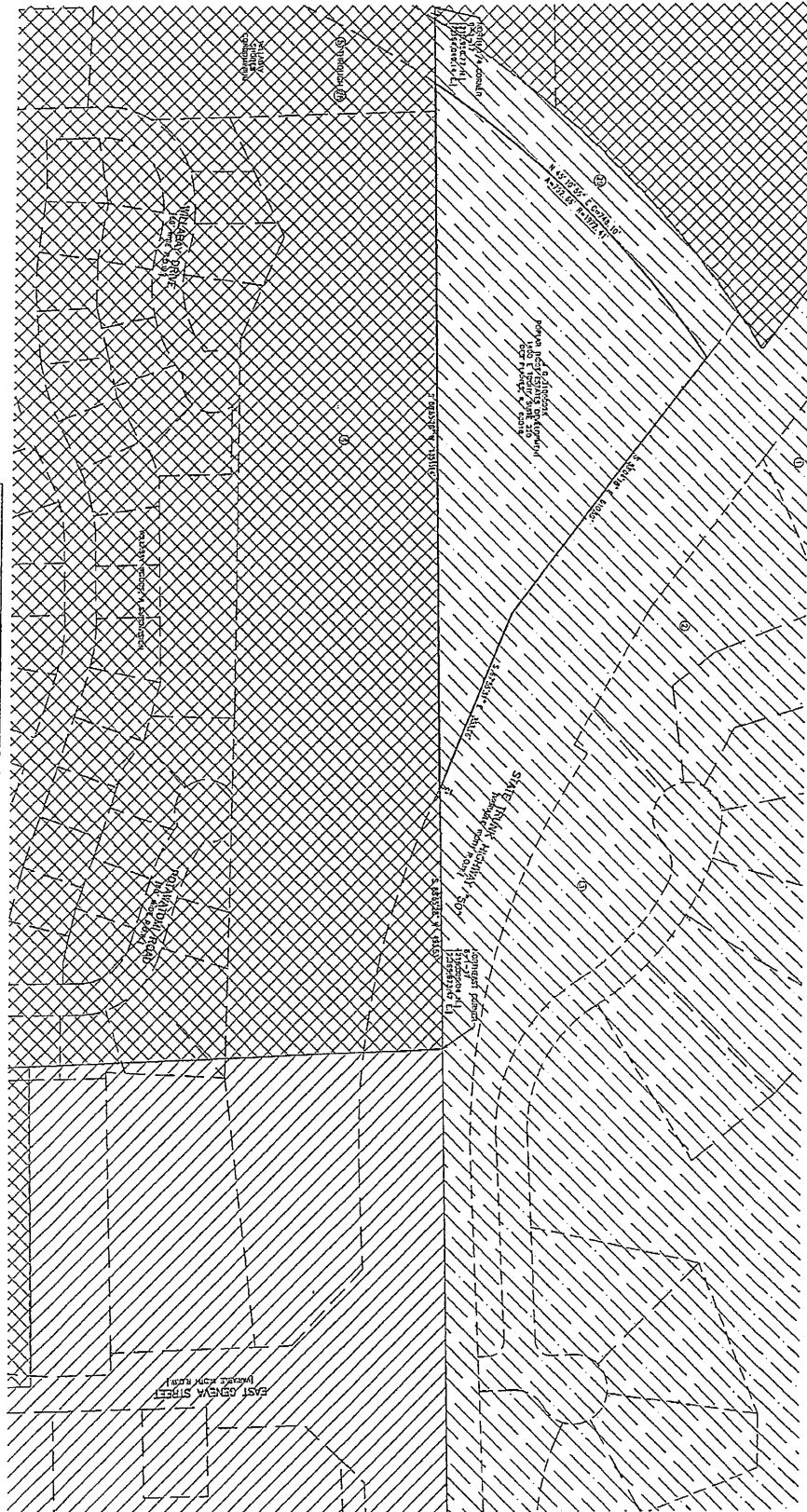
Scale Maps



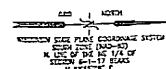
- LAUDS CURRENTLY IN THE VILLAGE OF WILLIAMS DOWNS
- LAUDS CURRENTLY IN THE TOWN OF LINN
- LAUDS CURRENTLY IN THE TOWN OF GENEA



SEE SHEET 2 FOR LIST OF ABUTTERS



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
WALCOTT COUNTY, WISCONSIN

[illegible]

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RWAY COURT P.O. BOX 437
EQUINIA, WISCONSIN 53121
OFFICE: (262) 723-2078 FAX: (262) 723-5888

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

ANNEXATION MAP

TOWN OF GENEVA, WALKORTH COUNTY, WISCONSIN



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 Lim 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 31MIN 46SEC E, 231.13 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION, N 88DEG 50MIN 40SEC W, 36.91 FEET; THENCE N 02DEG 08MIN 37SEC E, 267.62 FEET TO THE POINT OF BEGINNING. CONTAINING 255,241 SQUARE FEET (5.86 ACRES) OF LAND, MORE OR LESS.

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 _____

Page -2-

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

Town of Linn Property

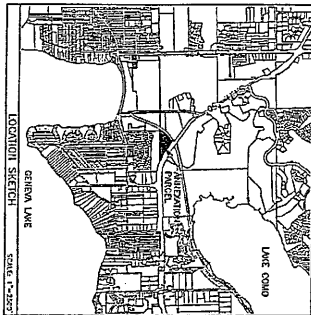
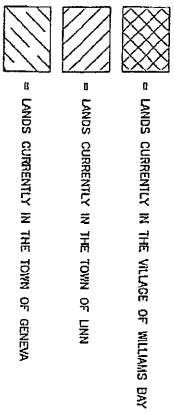
LEGAL DESCRIPTION (TAX PARCELS I L 500005 AND I L 500005A)

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

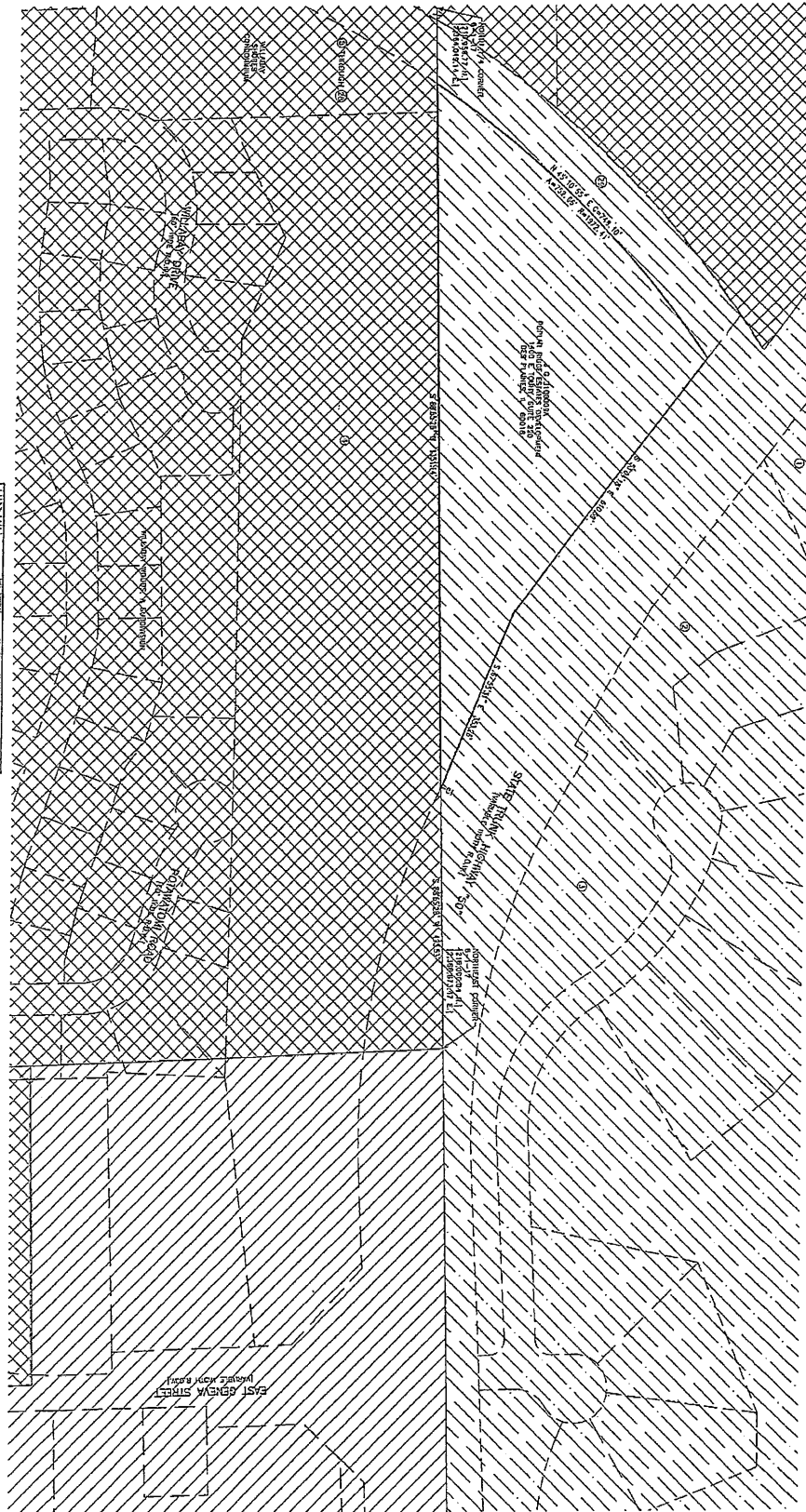
DEVELOPMENT AGREEMENT

EXHIBIT 3-1

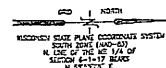
Town of Geneva
Annexation Map



SEE SHEET 2 FOR LIST OF ABUTTERS



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

[illegible]

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT P.O. BOX 437
DUNBAR, WISCONSIN 53121
OFFICE: (262) 723-2038 FAX: (262) 723-5856

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

ANNEXATION MAP

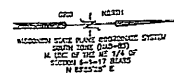
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

DEVELOPMENT AGREEMENT

EXHIBIT 3-2

Town of Linn
Annexation Map

ANNEXATION MAP



LAIDS CURRENTLY IN THE TOWN OF LINN

LANDS CURRENTLY IN THE TOWN OF GENEVA



- [illegible]

TOWN OF LINN, WALWORTH COUNTY, WISCONSIN

DEVELOPMENT AGREEMENT

EXHIBIT 4-1

Preliminary Plat

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

[illegible]

COUNTY	BURNS	CHIEF OF POLICE	CLIFFORD E. LEONARD
CITY	157740	S. 655872 E.	S. 32

DATE: 05/24/2024

CRISTOFORI A. TROTTA R/S 3160

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROCKAWAY CIRCLE, PO BOX 437
LAKHONI, MISSOURI 63121
PHONE: (262) 721-2090
FAX: (262) 713-5886

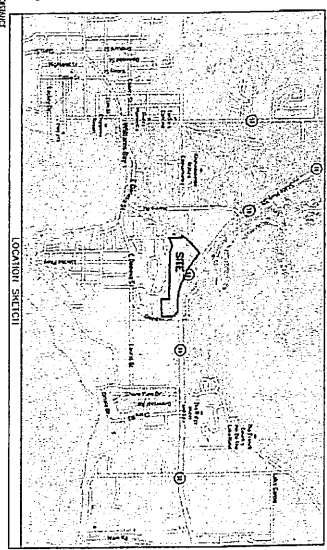
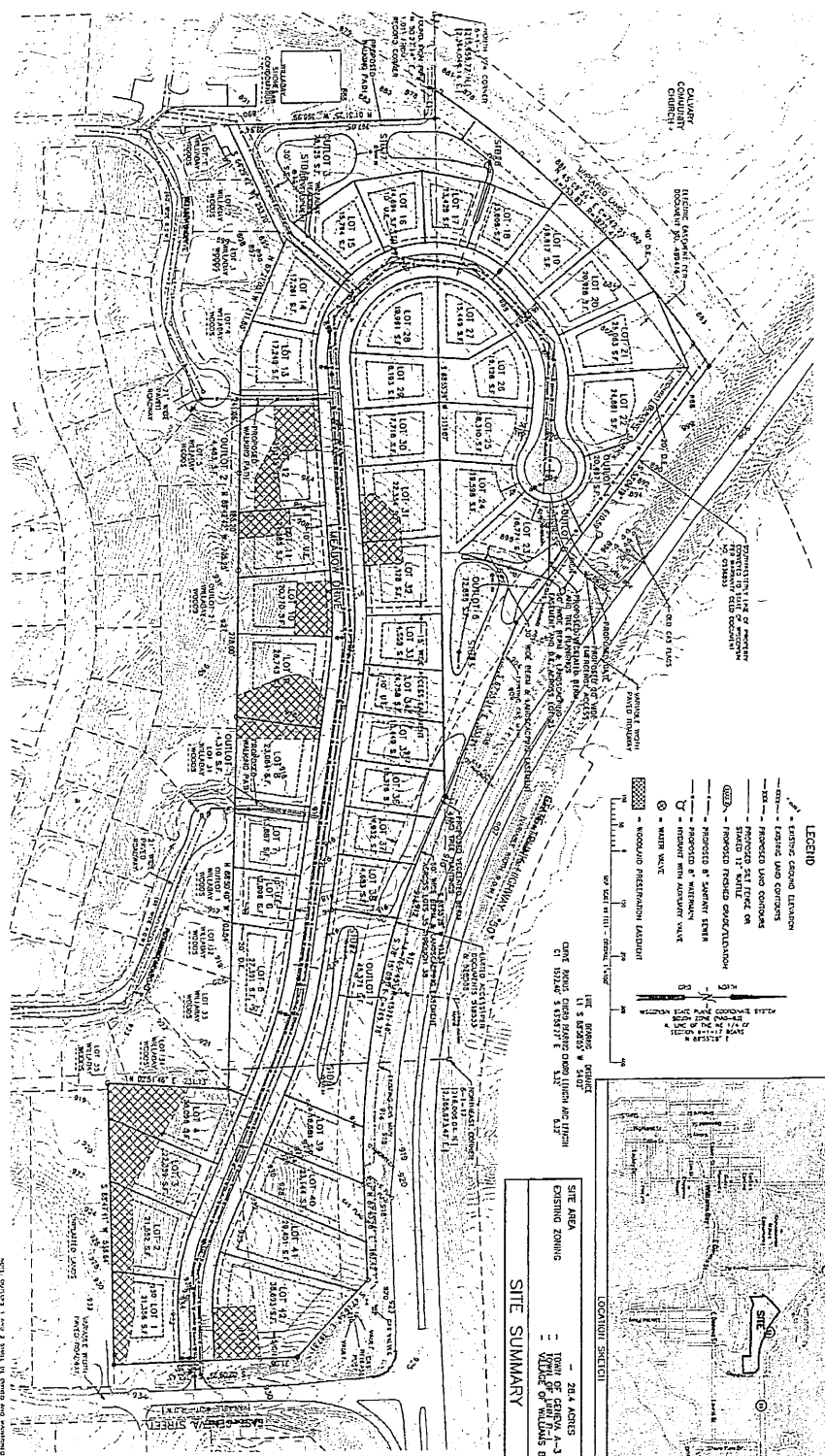
DEVELOPMENT AGREEMENT

EXHIBIT 4-2

Preliminary Engineering Plans

WILLABAY MEADOWS A SUBDIVISION PRELIMINARY ENGINEERING PLAN

PART OF THE 1/4, 1/2, 3/4, & 1/4 OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 17 EAST
COUNTY OF WILLAMETTE, OREGON



SITE SUMMARY

SITE AREA	20.4 ACRES
EXISTING ZONING	COMMERCIAL
PROPOSED ZONING	COMMERCIAL

SEQUENCE OF CONSTRUCTION

1. PREPARE CONSTRUCTION PERMITS
2. EXISTING UTILITIES AND EASEMENTS
3. EXISTING ROADWAY AND EASEMENTS
4. EXISTING LANDSCAPE AND EASEMENTS
5. EXISTING UTILITIES AND EASEMENTS
6. EXISTING ROADWAY AND EASEMENTS
7. EXISTING LANDSCAPE AND EASEMENTS
8. EXISTING UTILITIES AND EASEMENTS
9. EXISTING ROADWAY AND EASEMENTS
10. EXISTING LANDSCAPE AND EASEMENTS
11. EXISTING UTILITIES AND EASEMENTS
12. EXISTING ROADWAY AND EASEMENTS
13. EXISTING LANDSCAPE AND EASEMENTS
14. EXISTING UTILITIES AND EASEMENTS
15. EXISTING ROADWAY AND EASEMENTS
16. EXISTING LANDSCAPE AND EASEMENTS
17. EXISTING UTILITIES AND EASEMENTS
18. EXISTING ROADWAY AND EASEMENTS
19. EXISTING LANDSCAPE AND EASEMENTS
20. EXISTING UTILITIES AND EASEMENTS
21. EXISTING ROADWAY AND EASEMENTS
22. EXISTING LANDSCAPE AND EASEMENTS
23. EXISTING UTILITIES AND EASEMENTS
24. EXISTING ROADWAY AND EASEMENTS
25. EXISTING LANDSCAPE AND EASEMENTS
26. EXISTING UTILITIES AND EASEMENTS
27. EXISTING ROADWAY AND EASEMENTS
28. EXISTING LANDSCAPE AND EASEMENTS
29. EXISTING UTILITIES AND EASEMENTS
30. EXISTING ROADWAY AND EASEMENTS
31. EXISTING LANDSCAPE AND EASEMENTS
32. EXISTING UTILITIES AND EASEMENTS
33. EXISTING ROADWAY AND EASEMENTS
34. EXISTING LANDSCAPE AND EASEMENTS
35. EXISTING UTILITIES AND EASEMENTS
36. EXISTING ROADWAY AND EASEMENTS
37. EXISTING LANDSCAPE AND EASEMENTS
38. EXISTING UTILITIES AND EASEMENTS
39. EXISTING ROADWAY AND EASEMENTS
40. EXISTING LANDSCAPE AND EASEMENTS
41. EXISTING UTILITIES AND EASEMENTS
42. EXISTING ROADWAY AND EASEMENTS
43. EXISTING LANDSCAPE AND EASEMENTS
44. EXISTING UTILITIES AND EASEMENTS
45. EXISTING ROADWAY AND EASEMENTS
46. EXISTING LANDSCAPE AND EASEMENTS
47. EXISTING UTILITIES AND EASEMENTS
48. EXISTING ROADWAY AND EASEMENTS
49. EXISTING LANDSCAPE AND EASEMENTS
50. EXISTING UTILITIES AND EASEMENTS
51. EXISTING ROADWAY AND EASEMENTS
52. EXISTING LANDSCAPE AND EASEMENTS
53. EXISTING UTILITIES AND EASEMENTS
54. EXISTING ROADWAY AND EASEMENTS
55. EXISTING LANDSCAPE AND EASEMENTS
56. EXISTING UTILITIES AND EASEMENTS
57. EXISTING ROADWAY AND EASEMENTS
58. EXISTING LANDSCAPE AND EASEMENTS
59. EXISTING UTILITIES AND EASEMENTS
60. EXISTING ROADWAY AND EASEMENTS
61. EXISTING LANDSCAPE AND EASEMENTS
62. EXISTING UTILITIES AND EASEMENTS
63. EXISTING ROADWAY AND EASEMENTS
64. EXISTING LANDSCAPE AND EASEMENTS
65. EXISTING UTILITIES AND EASEMENTS
66. EXISTING ROADWAY AND EASEMENTS
67. EXISTING LANDSCAPE AND EASEMENTS
68. EXISTING UTILITIES AND EASEMENTS
69. EXISTING ROADWAY AND EASEMENTS
70. EXISTING LANDSCAPE AND EASEMENTS
71. EXISTING UTILITIES AND EASEMENTS
72. EXISTING ROADWAY AND EASEMENTS
73. EXISTING LANDSCAPE AND EASEMENTS
74. EXISTING UTILITIES AND EASEMENTS
75. EXISTING ROADWAY AND EASEMENTS
76. EXISTING LANDSCAPE AND EASEMENTS
77. EXISTING UTILITIES AND EASEMENTS
78. EXISTING ROADWAY AND EASEMENTS
79. EXISTING LANDSCAPE AND EASEMENTS
80. EXISTING UTILITIES AND EASEMENTS
81. EXISTING ROADWAY AND EASEMENTS
82. EXISTING LANDSCAPE AND EASEMENTS
83. EXISTING UTILITIES AND EASEMENTS
84. EXISTING ROADWAY AND EASEMENTS
85. EXISTING LANDSCAPE AND EASEMENTS
86. EXISTING UTILITIES AND EASEMENTS
87. EXISTING ROADWAY AND EASEMENTS
88. EXISTING LANDSCAPE AND EASEMENTS
89. EXISTING UTILITIES AND EASEMENTS
90. EXISTING ROADWAY AND EASEMENTS
91. EXISTING LANDSCAPE AND EASEMENTS
92. EXISTING UTILITIES AND EASEMENTS
93. EXISTING ROADWAY AND EASEMENTS
94. EXISTING LANDSCAPE AND EASEMENTS
95. EXISTING UTILITIES AND EASEMENTS
96. EXISTING ROADWAY AND EASEMENTS
97. EXISTING LANDSCAPE AND EASEMENTS
98. EXISTING UTILITIES AND EASEMENTS
99. EXISTING ROADWAY AND EASEMENTS
100. EXISTING LANDSCAPE AND EASEMENTS

SOIL BORINGS

BORING	DEPTH	SOIL TYPE
SB1	0-10'	SILT CLAY LOAM
SB2	0-10'	SILT CLAY LOAM
SB3	0-10'	SILT CLAY LOAM
SB4	0-10'	SILT CLAY LOAM
SB5	0-10'	SILT CLAY LOAM
SB6	0-10'	SILT CLAY LOAM
SB7	0-10'	SILT CLAY LOAM
SB8	0-10'	SILT CLAY LOAM
SB9	0-10'	SILT CLAY LOAM
SB10	0-10'	SILT CLAY LOAM
SB11	0-10'	SILT CLAY LOAM
SB12	0-10'	SILT CLAY LOAM
SB13	0-10'	SILT CLAY LOAM
SB14	0-10'	SILT CLAY LOAM
SB15	0-10'	SILT CLAY LOAM
SB16	0-10'	SILT CLAY LOAM
SB17	0-10'	SILT CLAY LOAM
SB18	0-10'	SILT CLAY LOAM
SB19	0-10'	SILT CLAY LOAM
SB20	0-10'	SILT CLAY LOAM
SB21	0-10'	SILT CLAY LOAM
SB22	0-10'	SILT CLAY LOAM
SB23	0-10'	SILT CLAY LOAM
SB24	0-10'	SILT CLAY LOAM
SB25	0-10'	SILT CLAY LOAM
SB26	0-10'	SILT CLAY LOAM
SB27	0-10'	SILT CLAY LOAM
SB28	0-10'	SILT CLAY LOAM
SB29	0-10'	SILT CLAY LOAM
SB30	0-10'	SILT CLAY LOAM
SB31	0-10'	SILT CLAY LOAM
SB32	0-10'	SILT CLAY LOAM
SB33	0-10'	SILT CLAY LOAM
SB34	0-10'	SILT CLAY LOAM
SB35	0-10'	SILT CLAY LOAM
SB36	0-10'	SILT CLAY LOAM
SB37	0-10'	SILT CLAY LOAM
SB38	0-10'	SILT CLAY LOAM
SB39	0-10'	SILT CLAY LOAM
SB40	0-10'	SILT CLAY LOAM
SB41	0-10'	SILT CLAY LOAM
SB42	0-10'	SILT CLAY LOAM
SB43	0-10'	SILT CLAY LOAM
SB44	0-10'	SILT CLAY LOAM
SB45	0-10'	SILT CLAY LOAM
SB46	0-10'	SILT CLAY LOAM
SB47	0-10'	SILT CLAY LOAM
SB48	0-10'	SILT CLAY LOAM
SB49	0-10'	SILT CLAY LOAM
SB50	0-10'	SILT CLAY LOAM
SB51	0-10'	SILT CLAY LOAM
SB52	0-10'	SILT CLAY LOAM
SB53	0-10'	SILT CLAY LOAM
SB54	0-10'	SILT CLAY LOAM
SB55	0-10'	SILT CLAY LOAM
SB56	0-10'	SILT CLAY LOAM
SB57	0-10'	SILT CLAY LOAM
SB58	0-10'	SILT CLAY LOAM
SB59	0-10'	SILT CLAY LOAM
SB60	0-10'	SILT CLAY LOAM
SB61	0-10'	SILT CLAY LOAM
SB62	0-10'	SILT CLAY LOAM
SB63	0-10'	SILT CLAY LOAM
SB64	0-10'	SILT CLAY LOAM
SB65	0-10'	SILT CLAY LOAM
SB66	0-10'	SILT CLAY LOAM
SB67	0-10'	SILT CLAY LOAM
SB68	0-10'	SILT CLAY LOAM
SB69	0-10'	SILT CLAY LOAM
SB70	0-10'	SILT CLAY LOAM
SB71	0-10'	SILT CLAY LOAM
SB72	0-10'	SILT CLAY LOAM
SB73	0-10'	SILT CLAY LOAM
SB74	0-10'	SILT CLAY LOAM
SB75	0-10'	SILT CLAY LOAM
SB76	0-10'	SILT CLAY LOAM
SB77	0-10'	SILT CLAY LOAM
SB78	0-10'	SILT CLAY LOAM
SB79	0-10'	SILT CLAY LOAM
SB80	0-10'	SILT CLAY LOAM
SB81	0-10'	SILT CLAY LOAM
SB82	0-10'	SILT CLAY LOAM
SB83	0-10'	SILT CLAY LOAM
SB84	0-10'	SILT CLAY LOAM
SB85	0-10'	SILT CLAY LOAM
SB86	0-10'	SILT CLAY LOAM
SB87	0-10'	SILT CLAY LOAM
SB88	0-10'	SILT CLAY LOAM
SB89	0-10'	SILT CLAY LOAM
SB90	0-10'	SILT CLAY LOAM
SB91	0-10'	SILT CLAY LOAM
SB92	0-10'	SILT CLAY LOAM
SB93	0-10'	SILT CLAY LOAM
SB94	0-10'	SILT CLAY LOAM
SB95	0-10'	SILT CLAY LOAM
SB96	0-10'	SILT CLAY LOAM
SB97	0-10'	SILT CLAY LOAM
SB98	0-10'	SILT CLAY LOAM
SB99	0-10'	SILT CLAY LOAM
SB100	0-10'	SILT CLAY LOAM

INDEX OF SHEETS

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

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERS - ARCHITECTURE - SURVEYING
7 RUDOLPH COURT P.O. BOX 437
EKAHON, WISCONSIN 53121
OFFICE (262) 723-2058 FAX (262) 723-5588

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

WILLABAY MEADOWS
PRELIMINARY ENGINEERING PLAN

DEVELOPMENT AGREEMENT

EXHIBIT 4-3

Final Engineering Plans

DEVELOPMENT AGREEMENT

EXHIBIT 5

Sanitary Sewer Improvements Agreement

SANITARY SEWER IMPROVEMENTS AGREEMENT

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

RECITALS

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

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

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

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

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

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

SECTION 1 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 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.

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, President

Attest: _____
_____, Village Clerk

APPROVAL OF VILLAGE BOARD

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

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

SANITARY SEWER IMPROVEMENTS AGREEMENT

EXHIBIT A

Legal Descriptions

Williams Bay Property

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

Tax Parcel No. WWUP 00084

Geneva Property

LEGAL DESCRIPTION (TAX PARCEL J G 3100009A)

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

Town of Linn Property

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

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

DEVELOPMENT AGREEMENT

EXHIBIT 6

Woodland Preservation Easement

DECLARATION
OF
WOODLAND PRESERVATION EASEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

(e) **Uses.** No agricultural, industrial, mining, logging or commercial activity shall be undertaken or allowed on the Restricted Property. Declarant and future owners of lots within Willabay Meadows reserve the right to 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 shall 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.

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.
- 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

**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 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.

RESOLUTION NO. R-_____-24

RESOLUTION APPROVING PRELIMINARY PLAT

WHEREAS, Land & Lakes development Co. (Developer) has submitted a preliminary plat to the Village of Williams Bay (Village) concerning lands currently owned by Poplar Ridge Estates (owner); and

WHEREAS, the lands within the proposed preliminary plat consist of Tax Key Parcels WWUP 00084, JG 3100009A, IL 500005 and IL 50005A, located near the southwest corner of Highway 50 and E. Geneva St.; and

WHEREAS, the lands within the preliminary plat are located in part within the Town of Geneva and in part within the Town of Linn, which portions of land will require annexation into the Village, and which will be addressed in a separate pre-annexation agreement; and

WHEREAS, the development of the lands within the preliminary plat is subject to a development agreement approved by the Village and to be entered into between the Developer and the Village; and

WHEREAS, the proposed preliminary plat would create a forty-two (42) lot single-family subdivision; and

WHEREAS, the Village Engineer has conditionally approved the preliminary plat and preliminary engineer's plans; and

WHEREAS, the Plan Commission of the Village having reviewed and voted to recommend to the Village Board approval of the preliminary plat as presented.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do resolve as follows:

The proposed preliminary plat submitted by Land & Lakes Development Co., concerning land currently owned by Poplar Ridge Estates, is approved as presented, subject to satisfaction of comments of the Village Engineer contained in the Engineer's Review Comments of July 24, 2024 before approval of the final plat and final engineering plans.

The Developer shall comply with the requirements of Section 375-0302G. of the Code of Ordinances. Further, the Developer is advised of the requirements of Section 375-0304 of the Code of Ordinances regarding final plat review and approval procedure.

Approved by the Village Board of the Village of Williams Bay this _____ day of October, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Date Passed: _____

Date Published: _____

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

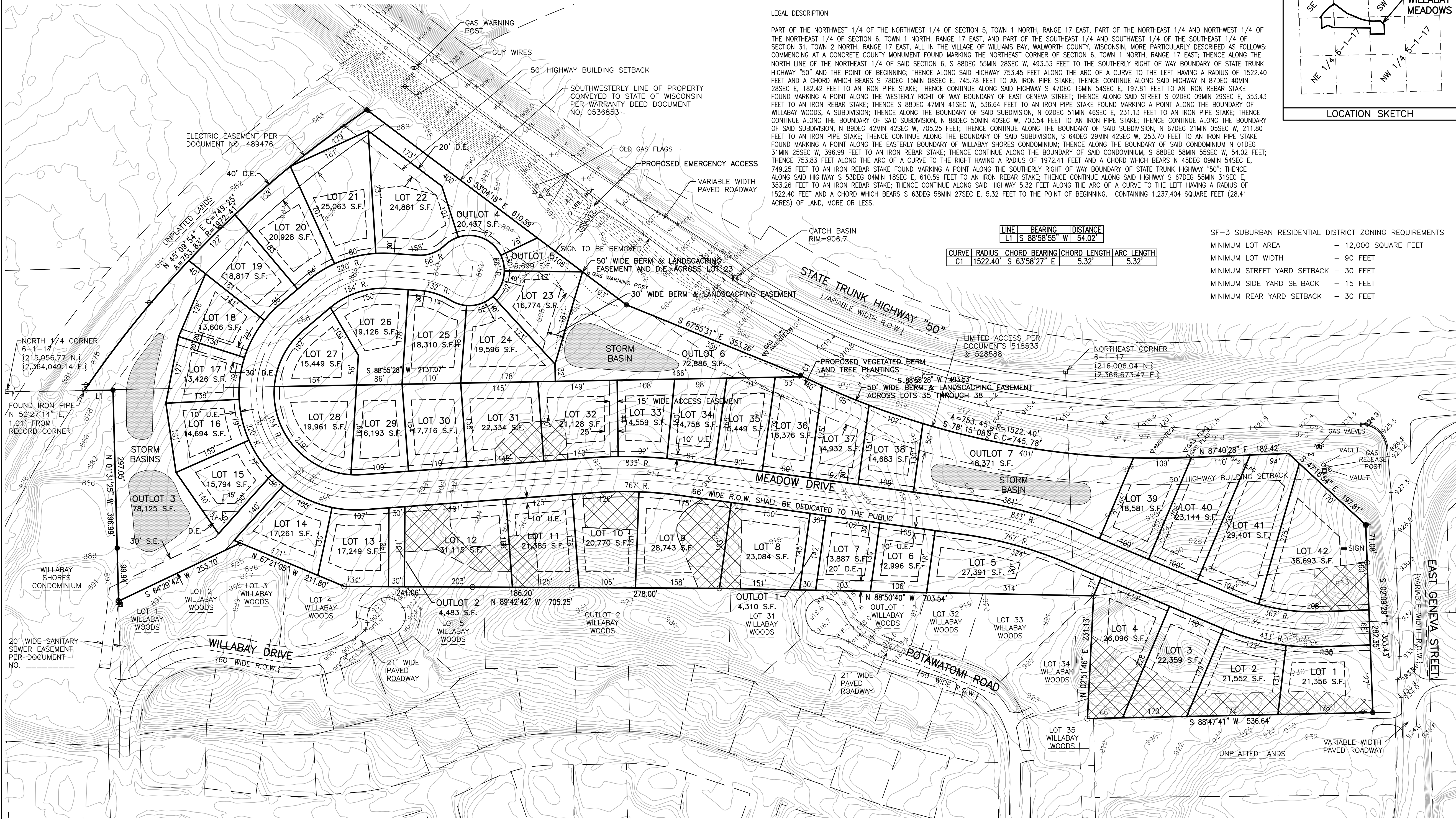
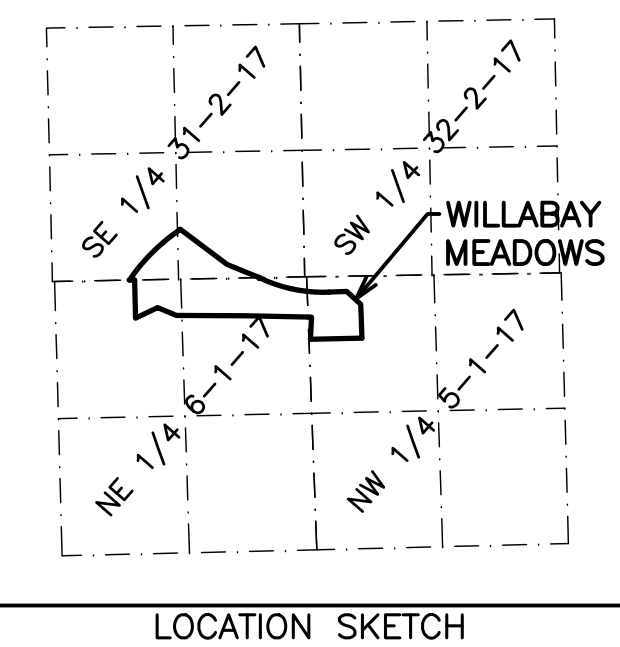
LEGAL DESCRIPTION

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 29SEC 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 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 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'

GRID NORTH

WISCONSIN STATE PLANE COORDINATE SYSTEM
N. LINE OF THE NE 1/4 OF SECTION 5 BEARS 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.

DATED: 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: 06/10/2024 | SHEET 1 OF 1

RESOLUTION NO. R-_____-24

RESOLUTION APPROVING DEVELOPMENT AGREEMENT

WHEREAS, Land & Lakes Development Company (Developer) has submitted a Development Agreement to the Village of Williams Bay (Village) concerning land currently owned by Poplar Ridge Estates (Owner); and

WHEREAS, the land, the development of which is to be governed by the terms of the Development Agreement, consists of Tax Key Nos. WWUP 00084, JG 3100009A, IL 500005 and IL 50005A, located near the southwest corner of Highway 50 and E. Geneva St.; and

WHEREAS, the Developer seeks to develop a residential subdivision consisting of approximately 42 single-family lots, which development is to be referred to as Willabay Meadows; and

WHEREAS, the developer has submitted to the Village a proposed preliminary plat to create the subdivision consisting of 42 residential lots which would comprise Willabay Meadows; and

WHEREAS, approval of the preliminary plat is subject to the approval by the Village of a Development Agreement governing the development of Willabay Meadows; and

WHEREAS, the Plan Commission of the Village having reviewed the proposed Development Agreement and having recommended to the Village Board approval of the Development Agreement, subject to certain revisions, which revisions have been agreed to and made by Developer; and

WHEREAS, the Village Engineer and Village Zoning Administrator having reviewed the Development Agreement as revised, and having indicated no objections to the provisions of said agreement and confirming that the revisions requested by the Plan Commission have been addressed.

NOW, THEREFORE, the Village Board of the Village of Williams Bay do resolve as follows:

The Development Agreement submitted by Land & Lakes Development Company for lands currently owned by Poplar Ridge Estates, which land is more specifically identified in said agreement, is hereby approved.

IT IS FURTHER RESOLVED that the Village President and Village Clerk are authorized to sign the Development Agreement on behalf of the Village of Williams Bay.

Approved by the Village Board of the Village of Williams Bay this _____ day of October, 2024.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Tina Kolls, Clerk

Date Passed: _____

Date Published: _____

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. **Construction Schedule.** Willabay Meadows is designed as a single-family development 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 or the completed work, and require Village approvals. 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 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.

SECTION 2.2. **Contractors.** 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.

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

foregoing notwithstanding, the emergency access road shall be held by the Developer 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. Further, the detention basins in Outlot 3 will have a maximum depth of ten (10) feet. 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, and a sign stating “no motorized vehicles or bicycles beyond this point” to be placed on the Willabay Meadows side of the pedestrian walkway easement to Kishwauketoe Nature Conservancy.

J. **Street Trees.** The Developer shall plant street trees as shown on the approved Site Plan adjacent to the street right-of-way, in such species as specified by Section

375.0813 of the Village Municipal Code. Section 375.0813. A (the option to pay a fee in lieu of planting street trees) shall not apply. Further, Developer shall warranty street trees for one year after planting. The trees shall be planted prior to the acceptance of all required improvements for each construction stage.

- 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.** 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.** 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.
- 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 snow plowing of the emergency access drive contained thereon.

- P. **Walking Paths.** Developer shall design and construct three (3) walking paths with a width of five (5) feet 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. The sign for the walking path providing access to Kishwaukee Nature Conservancy shall also prohibit bicycles. Developer agrees to cooperate with the Village in future relocations of the easement connecting to Kishwaukee.
- Q. **Utility Easement.** The Final Plat and Final Engineering Plans shall provide for an easement to the Village and its assigns to permit them to connect to the sanitary sewer system and water supply facilities of Willabay Meadows, in order to construct and maintain a sanitary sewer main and water main to provide sanitary sewer service and water service to future development of property located east of E. Geneva St. The location of the easement shall be as approved by the Village Engineer.

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.

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 7.4 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 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) 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. Building Permits, Special Case of 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.

The foregoing sentence notwithstanding, 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 location for each model home and schedule for their construction shall be addressed as part of the construction schedule to be included in the Final Engineering Plans, as required by Section 2.1. The Village shall issue building permits to the Developer for such model homes upon the approval of the Final Engineering Plans, 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 2.3. 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 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