



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting Agenda
April 4, 2024 at 6:15 p.m.

At Summit Village Hall, 37100 Delafield Road, Summit, WI

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PUBLIC COMMENT
4. MINUTES: March 14, 2024 regular meeting
5. Discussion and action on March 2024 payables and Financial Report
6. Discussion on March 2024 engineering report
7. Discussion and action on Sanitary Sewer Easement on 1695 Sugar Island Road (SUMT 0671.002.001) & 1671 Sugar Island Road (SUMT 0671.005)
8. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: May 9, 2024

Posted: March 28, 2024

**** Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

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



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MINUTES
SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
March 14, 2024

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 meeting to order at 6:15 p.m. at Summit Village Hall, 37100 Delafield Road, Summit, Wisconsin.

ROLL CALL AND CONFIRM POSTING

Administrator Michael took roll call and confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present were: Kraig Arenz, Sr., Jim Petronovich, Jeff Lee and Justin Phillips. Also, present were: Chairperson Jack Riley, Public Works Director Kamron Nash and Administrator-Clerk/Treasurer Debbie Michael.

PUBLIC COMMENT – none.

MINUTES: February 8, 2024 regular meeting

MOTION: (Petronovich, Phillips) *to approve the February 8, 2024 minutes.* Carried.

Discussion and action on February 2024 payables and Financial Report

MOTION: (Petronovich, Phillips) *to approve the financial report and February 2024 payables in the amount of \$30,711.27.* Carried.

Discussion on February 2024 engineering report

There was no further discussion.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Arenz, Petronovich) *to adjourn at 6:18 p.m.* Carried.

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: April 11, 2024

FINANCE REPORT
Account Balances
Prepared for April 4, 2024

SUMMIT UTILITY DISTRICT #2

Account Balances as 03/27/2024

Town Bank Checking -	\$	2,432,514.17
March AP	\$	(24,360.94)
Interest paid		
	\$	92.23
Total Available Funds after Payables	\$	2,408,153.23
Interest Rate = Going Market Rate		
Interest YTD:	\$	265.05

LOAN INFORMATION:

GO Fund - Payoff: 5/2027

Payments: 04/30/24 (Principal & Interest)	\$	771,617.50
November (Interest only)	\$	24,217.50
2024 Principal & Interest payment	\$	795,835.00
12/31/2024 YE Principal Balance		\$2,305,000.00

SILVER LAKE UTILITY DISTRICT

Account Balances as 03/27/2024

Town Bank Checking -	\$	185,830.33
March AP	\$	(6,703.00)
Interest Paid:	\$	7.95
Total Available Funds after Payables	\$	179,127.33
Interest Rate = .04%		
Interest YTD:	\$	24.31

LOAN INFORMATION:

Village of Summit - Paid off 12/2017

Respectfully Submitted, Sarah LaValliere Deputy
Clerk/Deputy Treasurer

Month	UD2	NOTE:
March-24	\$24,360.94	
February-24	\$30,711.27	
January-24	\$37,245.41	
December-23	\$24,965.80	
November-23	\$44,593.63	
October-23	\$47,136.87	
October-23	\$31,617.50	Interest Payment 31,617.50
Total	\$211,000.90	Does Not Include Interest Payment
Average	\$35,166.82	

SUMMIT UTILITY DISTRICT #2

03/26/24 2:43 PM

Page 1

Payments

Current Period: March 2024

Payments Batch 2024MARCHAP		\$24,360.94
Refer	375 AREA SEPTIC INSTALLATION INC.	
Cash Payment	E 600-57410-200 CONTRACTUAL SERVI Monthly Lift Station Service	\$2,128.50
Invoice	3889 3/15/2024	
Transaction Date	3/26/2024	1 TB) Total \$2,128.50
Refer	376 DEL HART	
Cash Payment	E 600-57410-220 TREATMENT EXPENS Monthly Sewer	\$12,127.51
Invoice	031524 3/15/2024	
Transaction Date	4/5/2024	(1 TB 1) Total \$12,127.51
Refer	377 EXCEL UNDERGROUND, LLC	
Cash Payment	E 600-57410-200 CONTRACTUAL SERVI Monthly Locates	\$128.00
Invoice	11198 2/29/2024	
Transaction Date	3/26/2024	1 TB Total \$128.00
Refer	378 VILLAGE OF SUMMIT	
Cash Payment	E 600-57410-200 CONTRACTUAL SERVI Monthly Admin	\$5,083.34
Invoice	03012024 3/1/2024	
Transaction Date	3/26/2024	TB Total \$5,083.34
Refer	379 WE ENERGIES	Ck# 005939E 3/19/2024
Cash Payment	E 600-57410-240 UTILITIES 2024 Feb Utility	\$1,440.84
Invoice	022624 2/26/2024	
Transaction Date	3/19/2024	TB Total \$1,440.84
Refer	380 SEH	
Cash Payment	E 600-57410-190 PRO. SER./ENGINEERI 2024 Feb Engineering	\$3,452.75
Invoice	463318 3/13/2024	
Transaction Date	3/19/2024	TB Total \$3,452.75

Fund Summary

600 SUMMIT UTILITY#2	TB	\$24,360.94
		\$24,360.94

Pre-Written Checks	\$1,440.84
Checks to be Generated by the Computer	\$22,920.10
Total	\$24,360.94

FINANCE REPORT
Account Balances
Prepared for April 4, 2024

SUMMIT UTILITY DISTRICT #2
Account Balances as 03/27/2024

Town Bank Checking -	\$	2,432,514.17
March AP	\$	(24,360.94)
Interest paid		
	\$	92.23
Total Available Funds after Payables	\$	2,408,153.23
Interest Rate = Going Market Rate		
Interest YTD:	\$	265.05

LOAN INFORMATION:

GO Fund - Payoff: 5/2027

Payments: 04/30/24 (Principal & Interest)	\$	771,617.50
November (Interest only)	\$	24,217.50
2024 Principal & Interest payment	\$	795,835.00
12/31/2024 YE Principal Balance		\$2,305,000.00

SILVER LAKE UTILITY DISTRICT
Account Balances as 03/27/2024

Town Bank Checking -	\$	185,830.33
March AP	\$	(6,703.00)
Interest Paid:	\$	7.95
Total Available Funds after Payables	\$	179,127.33
Interest Rate = .04%		
Interest YTD:	\$	24.31

LOAN INFORMATION:

Village of Summit - Paid off 12/2017

Respectfully Submitted, Sarah LaValliere Deputy
Clerk/Deputy Treasurer

SILVER LAKE UTILITY

Payments

Current Period: March 2024

Payments Batch 2024MARCHAPSLUD		\$6,703.00
Refer	16 <u>VILLAGE OF SUMMIT</u>	<u>Ck# 000265E 3/26/2024</u>
Cash Payment	E 800-51000-200 CONTRACTUAL SERVI	2024 March ADMIN SLUD
Invoice	MARCHADMIN	3/1/2024
Transaction Date	3/26/2024	TOWN Bank CKG
		Total
		\$2,012.50
Refer	17 <u>CITY OF OCONOMOWOC</u>	<u>Ck# 000262E 3/26/2024</u>
Cash Payment	E 800-51000-520 CITY SEWAGE SERVI	March Usage
Invoice	02445	3/5/2024
Transaction Date	3/26/2024	TOWN Bank CKG
		Total
		\$4,657.29
Refer	18 <u>WE ENERGIES</u>	<u>Ck# 000263E 3/26/2024</u>
Cash Payment	E 800-51000-240 UTILITIES	022224 ATKINS KNOLL
Invoice	022224AK	2/22/2024
Transaction Date	3/26/2024	TOWN Bank CKG
		Total
		\$17.02
Refer	19 <u>WE ENERGIES</u>	<u>Ck# 000264E 3/15/2024</u>
Cash Payment	E 800-51000-240 UTILITIES	022224 Forest Dr
Invoice	022224FD	2/22/2024
Transaction Date	3/26/2024	TOWN Bank CKG
		Total
		\$16.19

Fund Summary

800 SILVER LAKE UTILITY	1	TOWN Bank CKG
		\$6,703.00
		\$6,703.00

Pre-Written Checks		\$6,703.00
Checks to be Generated by the Computer		\$0.00
Total		\$6,703.00



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MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: March 28, 2024
RE: Monthly Engineering Report
SEH No. 158569 14.00

The following information describes the status of the sewer system operations and maintenance.

1. Discussion and Action Items
 - A. N/A
2. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly District maintenance duties.
 - B. ASI performed the extra lift station check valve maintenance. Extra maintenance will be required at Lift Station No. 3. ASI was unable to shut off the plug valve leading to Pump No. 2; therefore they couldn't perform preventative maintenance to the check valve in series. We passed on ASI's findings to the Village staff. We will work with the Village and ASI on next steps.
3. Lift Station Building Assessments
 - A. SEH plans to submit an advertisement for quotes to be published in the Waukesha Freeman on April 4th. Request for Quotes (RFQ) documents will be available to contractors that same day, likewise the RFQ will be posted on the Village's website. SEH will reach out to contractors for added attraction.
4. Remote Water Reading for Commercial Properties
 - A. SEH reached out to Badger Meter for updated costs and are awaiting response. Next steps, once updated costs are received, would be to reach out to Rogers Memorial and the bars to determine their participation.
5. Service Agreements Updates
 - A. ASI – Renewed for 2024
 - B. Starnet – Waiting on Starnet (typically late spring).
 - C. Evoqua Bioxide Rate Change – Typically receive new information in June.

RWM

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

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MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: March 27, 2024

Re: Discussion and Action on Sanitary Sewer Easement on 1695 Sugar Island Road (SUMT0671002001) & 1671 Sugar Island Road (SUMT0671005)

PURPOSE:

To receive approval of a sanitary sewer easement agreement for 1695 Sugar Island Road (SUMT0671002001) & 1671 Sugar Island Road (SUMT0671005).

BACKGROUND:

At the June 8, 2023 Village Board meeting, the Board approved a CSM for the above-mentioned properties with various conditions that were to be met within one year of the approval. One of these conditions included identifying a sanitary sewer easement on the face of the CSM that extends five feet on each side of the sewer line, which must be recorded with the Certified Survey Map. All conditions have been satisfied, and the final step will be for the Summit Utility District No. 2 Commission to approve the easement. The easement was prepared by the Village Engineer and has been signed by the property owners.

RECOMMENDATION:

Village staff, the Village Engineer, and the Village Planner recommend that the sanitary sewer easement is approved as proposed.

ATTACHMENTS: Sanitary Sewer Easement Agreement (DRAFT with exhibits)
Memorandum from Village Planner to Village Board (June 8, 2023 Village Board meeting document)

FISCAL IMPACT: N/A

RECOMMENDED MOTION: **Motion to approve the Sanitary Sewer Easement Agreement for 1695 Sugar Island Road (SUMT0671002001) & 1671 Sugar Island Road (SUMT0671005).**



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MEMORANDUM

To: Village Board

From: Amy Barrows, Planner

Date: June 8, 2023

Re: **Certified Survey Map Request**

James H & Kathy L Davis 2004 Revocable Trust & Kathy Lynn Davis and James Davis
1695 Sugar Island Road (SUMT0671002001) & 1671 Sugar Island (SUMT0671005)

BACKGROUND: The applicant owns the property located at 1671 Sugar Island Dr. (southern lot) with approximately 0.7 acres. The property has a small single-family dwelling, boathouse, and shed. The applicant recently purchased the adjacent property to the north located at 1695 Sugar Island Road, containing approximately 1.53 acres. The property has a small single-family dwelling.

The shared lot line between the two properties has been surveyed at different locations over the last several decades. In addition to defining the common lot line, the applicant would like to relocate the shared lot line approximately 23.57 ft. north of the previously platted line. The relocated lot line would result in the north lot becoming smaller and narrower with less lake frontage. However, it should be noted that the northern lot technically consists of four legal lots of record that will be combined and reconfigured to create one legal lot of record.

Section 111-94 has access restrictions that prevent lake access to more than one lot or dwelling unit for each 150 ft. of lake frontage, except for existing substandard lots that have less than 150 ft. of lake frontage or as part of a planned development. The minimum lot width is also 150 ft. for properties zoned R-3. Per Section 111-95 Lot regulations, no lot can be reconfigured unless the regulations of the Zoning Code are met. The northern lot would have approximately 139 ft. of shore frontage, whereas it currently has approximately 154 ft. of shore frontage. The southern lot would have 29.75 ft. of shore frontage, whereas it currently has approximately 105 ft. of frontage.

Because the northern lot is part of four legal lots of record, the applicant can benefit from a redivision in accordance with Article X Section 109-32 Existing Substandard Lots. The section states that if land is held in common ownership, the land can be conveyed with Plan Commission approval provided certain criteria are met. The criteria include compatibility with existing lots and building development in the immediate area, safe sewage disposal, the economic and engineering practicality of any possible redivision, and the degree of practical hardship which may be imposed upon the owner. *The property to the north has historically existed as four legal lots of record. The applicant is proposing to formerly combine a portion of one of these lots with the proposed northern lot (Lot 1) and transfer a portion to the proposed southern lot (Lot 2), technically making these legal lots of record larger. Future land division will be prohibited. The property is connected to public sewer. Since the land division results in the removal of nonconforming lots and makes two lots larger, it would be unreasonable to prohibit the lot reconfiguration.*

Note: The properties meet the common ownership criteria. Section 109-33 states that for the purposes of this section, lots and property are considered in the same ownership when owned by the same individual or corporation in which said individual is an officer or director or controlling stockholder. Common ownership also includes ownership of an individual and another joint tenancy.

At their meeting on May 18, 2023, the Plan Commission unanimously passed a motion to recommend that Village Board approve the Certified Survey Map with consideration given to Article X Existing Substandard Lots, Chapter 10 Subdivision of Land, subject to several conditions, including a requirement that the sanitary sewer be placed in an easement, which are listed in the recommended motion herein. ***A more detailed assessment of the site conditions and staff comments is included in the May 18, 2023 Plan Commission report.***

ATTACHMENTS: 5/18/2023 Plan Commission report
Draft Certified Survey Map
Surveyor Comments

FISCAL IMPACT: None.

RECOMMENDED MOTION:

Approve the Certified Survey Map with consideration given to Article X Existing Substandard Lots, Chapter 10 Subdivision of Land, subject to the following conditions:

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES:** Petitioner shall satisfy all comments, conditions and concerns of the Village Engineer, Surveyor, and Planner, as stated in the May 18, 2023 Plan Commission staff report, prior to approval of the final Certified Survey Map.
- B. SUBJECT TO REIMBURSEMENT OF EXPENSES.** As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.
- C. NO BUSINESS OR COMMERCIAL USE.** There shall be no commercial or business use on this lot, except as specifically permitted within or pursuant to the applicable Zoning Code.
- D. ONE YEAR TO SATISFY CONDITIONS.** Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.
- E. SANITARY SEWER EASEMENT.** Petitioner shall identify a sanitary sewer easement on the face of the CSM that extends 5 ft. on each side of the sewer line. A corresponding legal description shall be prepared by the petitioner's surveyor. The Village will prepare a Sanitary Sewer Easement document that will need to be recorded with the Certified Survey Map.

**SANITARY SEWER EASEMENT
AGREEMENT**

Document Number

This Sanitary Sewer Easement Agreement (this "Agreement"), effective as of the date above the signature line below (the "Effective Date"), is by and between _____, its successors, heirs, and assigns (collectively, "Owner") and the Village of Summit, its agents, designees, or assigns (collectively, the "Village").

Recording Area

Debra Michael
Village of Summit
Village Clerk
37100 Delafield Road
Summit, Wisconsin 53066

SUMT 0671002001
SUMT 0671005

Parcel Identification Number (PIN)

WHEREAS, Owner is the owner of real property more particularly described to on the attached **Exhibit A** (the "Property");

WHEREAS, Owner intends to record a Certified Survey Map against the Property in the Waukesha County Register of Deeds in conjunction with the recording of this Agreement (the "CSM");

WHEREAS, Owner desires to grant a permanent, non-exclusive easement for the existing sewer utilities, and the right to access, improve, and maintain the same in accordance with this Agreement, all of which shall be located over and upon the area more particularly described on the map and legal description attached as **Exhibit B** (the "Sanitary Sewer Easement Area") and

WHEREAS, the parties desire to execute this Agreement to memorialize their rights and obligations as it relates to the Sanitary Sewer Easement Area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sanitary Sewer Easement.

(a) **Grant of Sanitary Sewer Easement.** Owner hereby grants and conveys to the Village a permanent, non-exclusive easement over, across, and under the Sanitary Sewer Easement Area to maintain, operate, construct, use, repair (including reconstruction), enlarge, relocate, and remove sanitary sewer facilities, and other related utilities, fixtures, equipment, and appurtenances that are necessary to extend and provide municipal sanitary sewer service (collectively, the "Utilities") in the Village of Summit, Waukesha County, Wisconsin (the "Sanitary Sewer Easement"). This Agreement and the Sanitary Sewer Easement includes the Village's right of ingress and egress over the Property to the Sewer Easement Area. Except for the lateral connection which connects directly to the sewer facilities, and other related fixtures, equipment and appurtenances, all such items shall remain the property of the Village.

(b) **Access and Maintenance.** Owner grants the Village, its employees, agents, licensees, and/or contractors the right to enter and access the Property and Sanitary Sewer Easement Area, for the purpose of the maintaining, operating, using, repairing, relocating, and removing the Utilities. Owner shall not use the Sanitary Sewer Easement Area in a manner that will disturb or interfere with the Utilities or prevent ingress and egress to the Sewer Easement Area, except in case of emergencies. Subject to the foregoing, Owner, for itself and its agents, invitees, tenants, contractors, and representatives, hereby reserves the right to use the Sanitary Sewer Easement Area for any and all purposes that do not unreasonably interfere with the rights granted to the Village under this Agreement. If the Village causes any disturbance or damage to the Sewer Easement Area, the Villageshall restore the Sewer Easement Area to its condition prior to that disturbance or damage, to the extent reasonably practical as determined by the Village.

(c) **Relocation.** The Village may relocate the Utilities at any time within the Sanitary Sewer Easement Area. Owner shall not relocate the Utilities without the Village's prior written consent.

2. Obstruction. Owner agrees that the Village may remove any obstructions that have been placed or permitted upon the Easement Area after the execution of this Agreement, and the Village is under no obligation to repair or replace any obstruction within the Easement Area that has been created or occurred after the execution of this Agreement, unless the parties otherwise agree in writing. Such obstructions include, but not limited to, all trees, shrubs, grass, aggregate, pavement, herbage, or other materials now existing on or under the Easement Area or that may be hereafter planted, grown, or deposited thereon.

3. No Alteration. After the execution of this Agreement, Owner shall not alter the topography or grading of the Easement Area, without the Village's prior written consent.

4. Covenants Runs with the Land. All of the terms and conditions of this Agreement run with the land and are binding upon, inure to the benefit of, and are enforceable by Owner and the Village. This Agreement and the Sanitary Sewer Easement may only terminate upon agreement by the parties in writing.

5. Default. If the Village is required to enforce any provision of this Agreement, whether or not litigation is commenced, the Village shall be entitled to recover from Owner all costs and expenses, including attorneys' fees, incurred by the Village in such enforcement. The Village may recover any unpaid amount by placing such amount on the tax roll of the Property, as a special assessment in accordance with of Wis. Stat. § 66.0703. In addition to this Section, the Village shall still be entitled to all other rights and remedies provided by law.

6. **No Taking.** By signing this Agreement, Owner agrees that this Agreement and the Sanitary Sewer Easement shall not be deemed or construed as an act of condemnation or taking, and Owner waives its rights under Wis. Stat. Chapter 32.

7. **Indemnification.** Except as otherwise provided by this Agreement, Owner shall indemnify and hold the Village, its agents, employees, contractors, or assigns harmless from and against any and all claims, actions, suits, charges, and judgments, including attorneys' fees and costs, that arise out of or relate to this Agreement, the Property, the Sanitary Sewer Easement, the operation, use, maintenance, and repair (including reconstruction) of the Utility, or personal injury or property damage arising out of any activity undertaken by the Village, its agents, employees, contractors, or assigns.

8. **Miscellaneous.** Owner represents and warrants that the individual signing this Agreement is fully authorized to enter into this Agreement and this Agreement is binding on Owner. Upon execution by the parties, this Agreement shall be recorded in the Waukesha County Register of Deeds. Except as otherwise provided in this Agreement, this Agreement may only be amended upon written agreement signed by the parties and recorded in the Waukesha County Register of Deeds. Any dispute arising out of or relating to this Agreement shall be commenced in Waukesha County, Wisconsin and shall be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. No delay or omission by the Village in exercising any right arising under this Agreement shall be construed to be a waiver of the right or power. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. Nothing in this Agreement shall authorize any use or activity on the Property that would otherwise first require the approval of the Village of Summit or any other governmental entity. Except for any sanitary sewer access easements granted by Owner to the Village, this Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. The Recitals of this Agreement, including all defined terms contained in the Recitals, are incorporated into, and made part of, this Agreement.

Dated and effective as of the date signed by the Owner below.

OWNER

By: *J Kelly Lynn Davis* / *James H. Davis*
Name: J Kelly Lynn Davis JAMES H DAVIS
Title: _____
Date: 3-6-24

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 6th day of MARCH, 2024, the above-named KATHY & JAMES DAVIS, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



A handwritten signature in black ink, appearing to be "MJH", written over a horizontal line.

Waukesha County

Notary Public, State of Wisconsin

My Commission expires: 03-21-2024

EXHIBIT A

Property Legal Description

For informational purposes only:

Address: address 1695 Sugar Island Rd + 1671 Sugar Island Rd.
Tax Key No.: parcel no. SUMT0671002001 + SUMT0671005

EXHIBIT B

Sanitary Sewer Easement Area Map and Legal Description

EXHIBIT "B"

FOR: 10FT Sanitary Sewer (Pressure Sewer) Easement

LEGAL DESCRIPTION:

Being a part of C.S.M. (Certified Survey Map) No. _____, said C.S.M. being a rectification and redivision of lots 2, 3, 4, 42 and 43 of sugar island, a recorded subdivision plat, also being a part of the Southeast 1/4 of the Northwest 1/4 of Section 24, in Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin. Said lands are bounded and described as follows:

Commencing at the southwest corner of the northwest 1/4 of said Section 24; thence N00°45'02"W, 111.64 feet along the west line of the northwest 1/4 of said Section 24; thence N89°14'58"E, 2073.03 feet to a found 3/4" iron rod marking the northwest corner of Lot 40 of Sugar Island subdivision; thence N65°39'49"W, a distance of 17.20 feet to the point of beginning of the lands hereinafter described; thence continuing N65°39'49"W, a distance of 10.24 feet; thence N11°49'23"E, a distance of 90.63 feet; thence N18°56'34"W, a distance of 91.74 feet; thence N01°23'06"E, a distance of 126.19 feet; thence S75°19'39"E, a distance of 10.28 feet; thence S01°23'06"W, a distance of 122.04 feet; thence S18°56'34"E, a distance of 92.70 feet; thence S11°49'23"W, a distance of 95.60 feet to the point of beginning.

Said 10ft sanitary sewer easement containing 3,094s.f.(0.071 Acres) of land.

CERTIFIED SURVEY MAP NO - _____
BEING A RECTIFICATION AND REDIVISION OF LOTS 2,3,4, 42 AND 43 OF SUGAR ISLAND, A
RECORDED SUBDIVISION PLAT, SAID LANDS BEING A PART OF THE SOUTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 24 TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT,
WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, James R. Beaty, professional land surveyor, do hereby certify that at the direction of the owner(s), I have made this survey, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 24, in Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin. Said lands are bounded and described as follows:

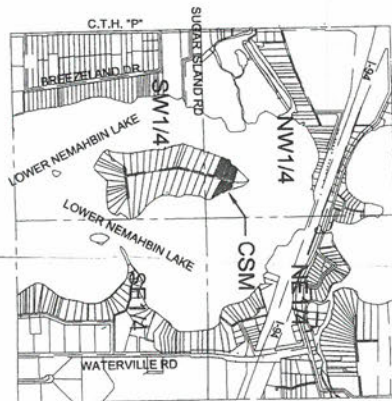
Commencing at the southwest corner of the northwest 1/4 of said Section 24; thence N00°45'02"W, 111.64 feet along the west line of the northwest 1/4 of said Section 24; thence N89°14'58"E, 2073.03 feet to a found 3/4" iron rod marking the northwest corner of Lot 40 of Sugar Island subdivision, being the point of beginning of the lands hereinafter described; thence N65°39'49"W, 265.23 feet along the north line of Lot 5 of Sugar Island subdivision to a point; thence N35°11'34"E, 124.88 feet along a meander line to a point; thence continuing along said meander line N58°03'09"E, 182.80 feet to a point; thence S75°19'39"E, 94.84 feet to a 3/4" found iron pipe; thence S13°59'48"E 170.92 feet along a meander line to a found 1" iron pipe at the northwest corner of Lot 41 of Sugar Island Plat; thence S17°19'38"W, 123.57 feet to the point of beginning. Said described lands containing 55,581s.f. (1.2760 acres), of land to the meander line. Said parcel also includes lands lying between the meander lines shown and the ordinary high water mark (O.H.W.M.) of Lower Nemahbin Lake. Gross Area to shoreline as shown hereon containing 93,797s.f. (2.1533 acres).

I further certify that I have made this survey, land division and map by the direction of the James H. & Kathy L. Davis 2004 Revocable Trust, and James H. & Kathy L. Davis, owner(s) of said land.

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

That I have fully complied with the provisions of section 236.34 of the Wisconsin Statutes and the Village of Summit land division ordinances in surveying and mapping of same.

PREPARED FOR: OWNER / DEVELOPER:
JAMES H & KATHY L DAVIS &
THE JAMES H & KATHY L DAVIS 2004 REVOCABLE TRUST
19355 WARWICK DR
BROOKFIELD, WI 53045-2309



LOCATION MAP
SEC 24-7-17
(not to scale)



James R. Beaty
James R. Beaty, PLS 1834
DATED: FEBRUARY 28, 2023
REVISED: JULY 7, 2023
REVISED: AUGUST 14, 2023
REVISED: JANUARY 26, 2024

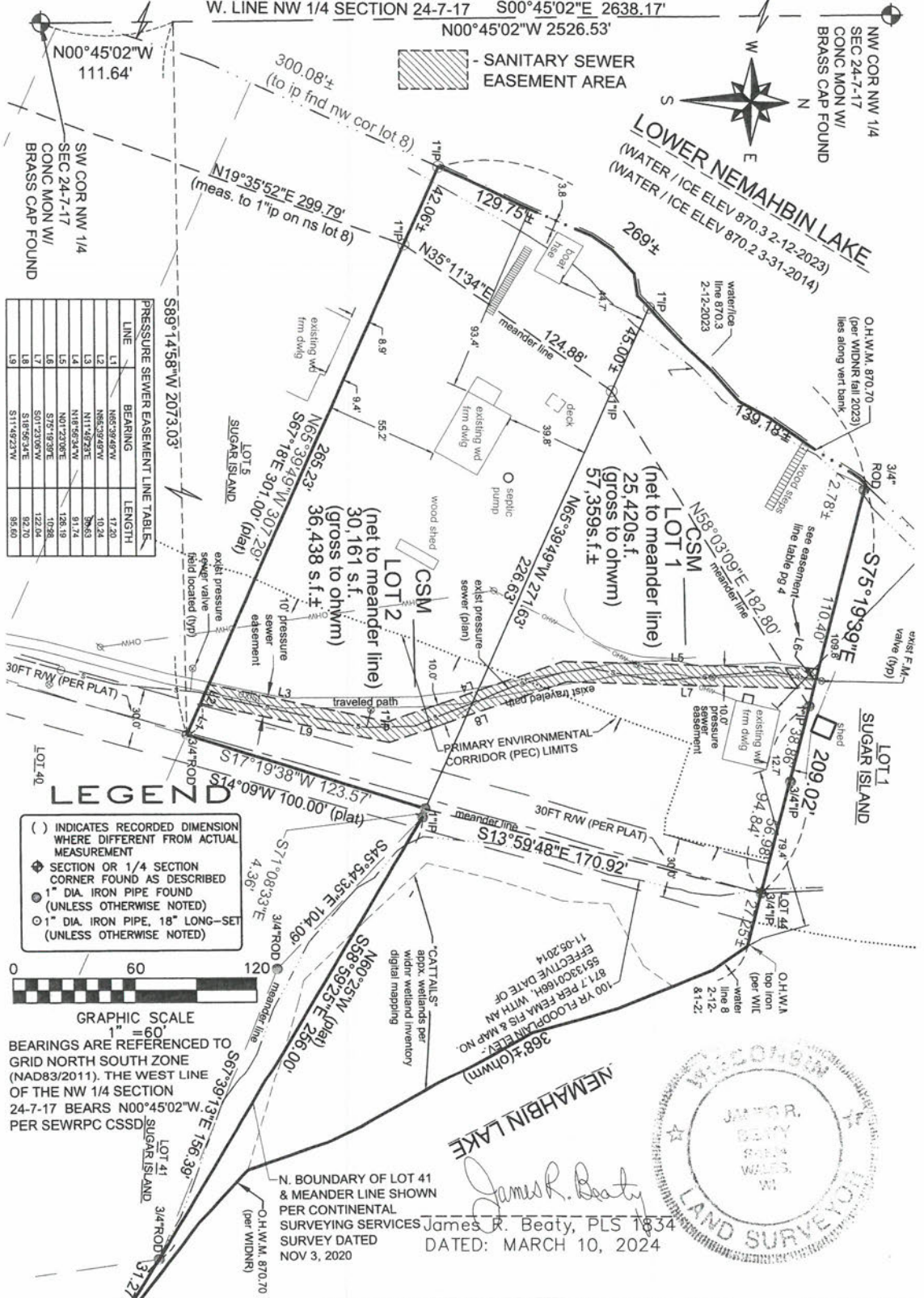
PREPARED BY / SURVEYOR:
HORIZON LAND DEVELOPMENT SERVICES, LLC
W313 S2562 PENNY LANE
WALES, WISCONSIN 53183
1-262-349-1575
jamieb@horizonlanddevelopmentservices.com

EXHIBIT " B"

FOR: SANITARY (PRESSURE) SEWER EASEMENT

PART OF C.S.M. _____ (CERTIFIED SURVEY MAP), SAID C.S.M. BEING A RECTIFICATION AND REDIVISION OF LOTS 2,3,4, 42 AND 43 OF SUGAR ISLAND, A RECORDED SUBDIVISION PLAT, SAID LANDS BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24 TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

W. LINE NW 1/4 SECTION 24-7-17 S00°45'02"E 2638.17'
N00°45'02"W 2526.53'



PRESSURE SEWER EASEMENT LINE TABLE

LINE	BEARING	LENGTH
L1	N65°39'49"W	17.20
L2	N65°39'49"W	10.24
L3	N11°48'23"E	78.63
L4	N18°56'34"W	91.74
L5	N01°23'00"E	126.19
L6	S7°16'30"E	109.88
L7	S01°23'00"W	122.04
L8	S18°56'34"E	92.70
L9	S11°48'23"W	95.80

LEGEND

() INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT

◆ SECTION OR 1/4 SECTION CORNER FOUND AS DESCRIBED

● 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)

○ 1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)

0 60 120
GRAPHIC SCALE
1" = 60'

BEARINGS ARE REFERENCED TO GRID NORTH SOUTH ZONE (NAD83/2011). THE WEST LINE OF THE NW 1/4 SECTION 24-7-17 BEARS N00°45'02"W PER SEWRPC CSSD

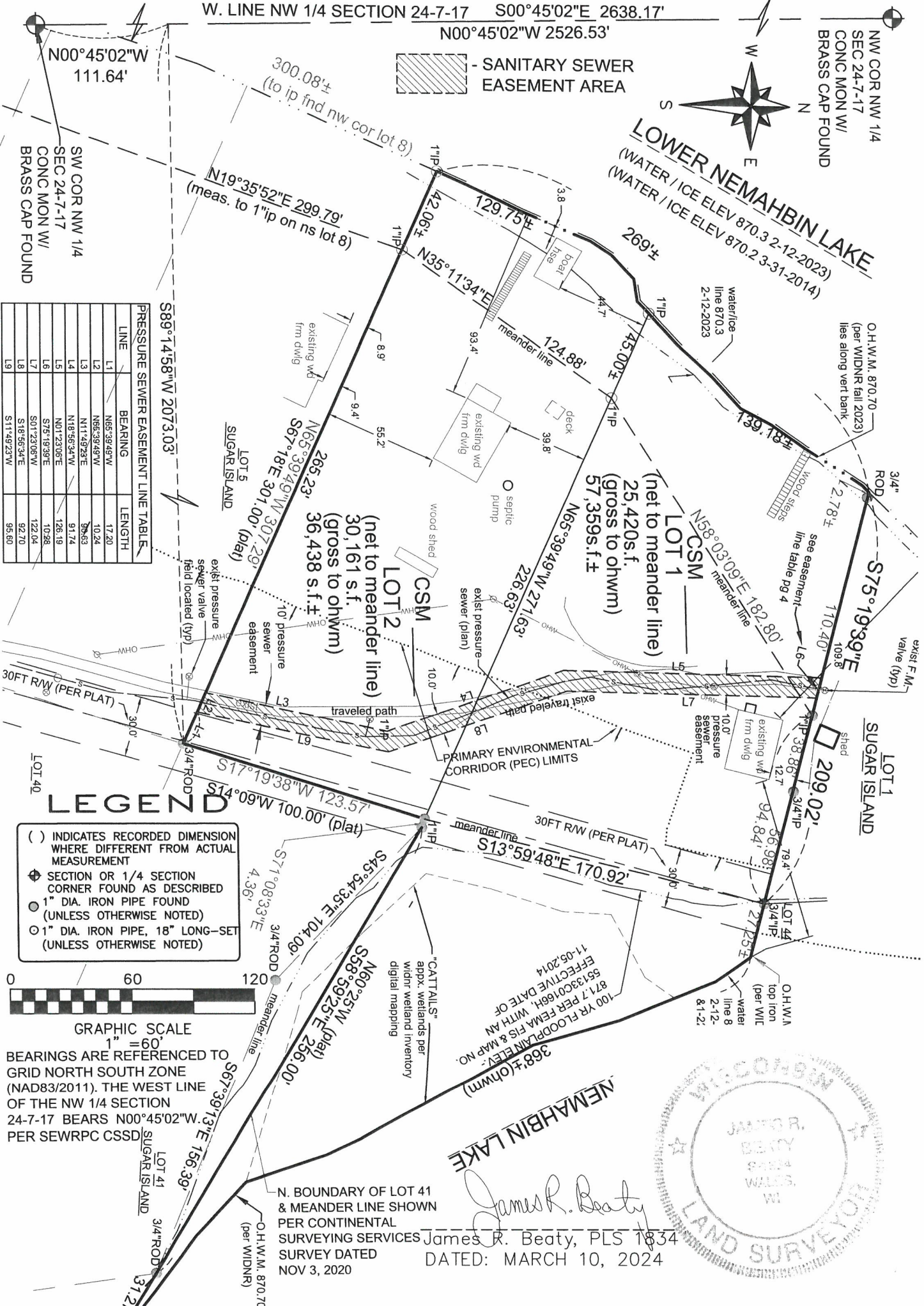
James R. Beaty
LAND SURVEYOR
DATED: MARCH 10, 2024

EXHIBIT " B "

FOR: SANITARY (PRESSURE) SEWER EASEMENT

PART OF C.S.M. _____ (CERTIFIED SURVEY MAP), SAID C.S.M. BEING A RECTIFICATION AND REDIVISION OF LOTS 2,3,4, 42 AND 43 OF SUGAR ISLAND, A RECORDED SUBDIVISION PLAT, SAID LANDS BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24 TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

W. LINE NW 1/4 SECTION 24-7-17 $S00^{\circ}45'02''E$ 2638.17'
 $N00^{\circ}45'02''W$ 2526.53'

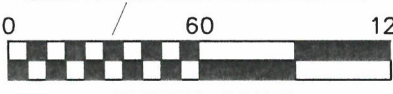


PRESSURE SEWER EASEMENT LINE TABLE

LINE	BEARING	LENGTH
L1	$N65^{\circ}39'49''W$	17.20
L2	$N65^{\circ}39'49''W$	10.24
L3	$N11^{\circ}49'23''E$	9.683
L4	$N18^{\circ}56'34''W$	91.74
L5	$N01^{\circ}23'06''E$	126.19
L6	$S75^{\circ}19'39''E$	10.98
L7	$S07^{\circ}23'05''W$	122.04
L8	$S18^{\circ}56'34''E$	92.70
L9	$S11^{\circ}49'23''W$	95.60

LEGEND

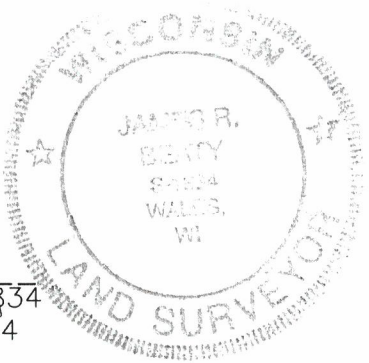
- () INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- ⊕ SECTION OR 1/4 SECTION CORNER FOUND AS DESCRIBED
- ⊙ 1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)



BEARINGS ARE REFERENCED TO GRID NORTH SOUTH ZONE (NAD83/2011). THE WEST LINE OF THE NW 1/4 SECTION 24-7-17 BEARS $N00^{\circ}45'02''W$. PER SEWRPC CSSD

N. BOUNDARY OF LOT 41 & MEANDER LINE SHOWN PER CONTINENTAL SURVEYING SERVICES JAMES R. BEATY, PLS 1834 SURVEY DATED NOV 3, 2020

James R. Beaty
 DATED: MARCH 10, 2024



CERTIFIED SURVEY MAP NO - _____
 BEING A RECTIFICATION AND REDIVISION OF LOTS 2,3,4, 42 AND 43 OF SUGAR ISLAND, A
 RECORDED SUBDIVISION PLAT, SAID LANDS BEING A PART OF THE SOUTHEAST 1/4 OF THE
 NORTHWEST 1/4 OF SECTION 24 TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT,
 WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, James R. Beaty, professional land surveyor, do hereby certify that at the direction of the owner(s), I have made this survey, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 24, in Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin. Said lands are bounded and described as follows:

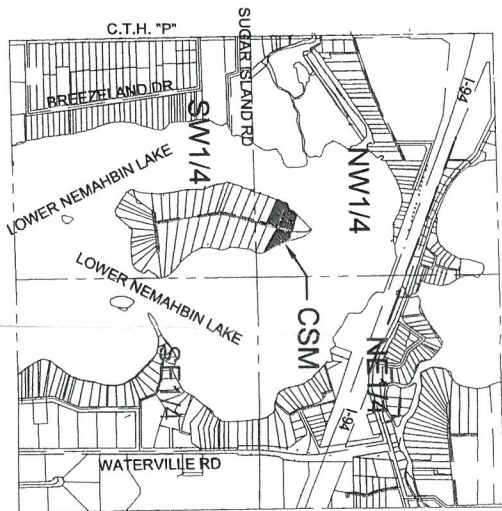
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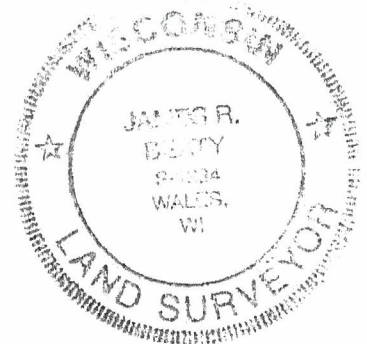
That such map is a correct representation of all the exterior boundaries of the land surveyed and the land combination thereof made.

That I have fully complied with the provisions of section 236.34 of the Wisconsin Statutes and the Village of Summit land division ordinances in surveying and mapping of same.

PREPARED FOR: OWNER / DEVELOPER:
 JAMES H & KATHY L DAVIS &
 THE JAMES H & KATHY L DAVIS 2004 REVOCABLE TRUST
 19355 WARWICK DR
 BROOKFIELD, WI 53045-2309



LOCATION MAP
 SEC 24-7-17
 (not to scale)



James R. Beaty
 James R. Beaty, PLS 1834
 DATED: FEBRUARY 28, 2023
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PREPARED BY / SURVEYOR:
 HORIZON LAND DEVELOPMENT SERVICES, LLC
 W313 S2562 PENNY LANE
 WALES, WISCONSIN 53183
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 jamieb@horizonlanddevelopmentservices.com