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

AGENDA

Village of Summit Plan Commission

Thursday, April 17, 2025, 5:30 p.m.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. MINUTES
 - March 20, 2025
5. Next meeting date – proposed for Thursday, May 15, 2025, at 5:30 p.m.
6. **REGULAR BUSINESS:**
 - A. Discussion and action on a request by Genesee Lake Road LLC, to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District in order to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).
 - B. Discussion and action on a request by Genesee Lake Road LLC, for a Preliminary Plat to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).
 - C. Discussion and action on a request by John Siepmann, Siepmann Realty, for a Final Plat to accommodate a 12-lot single-family conservation type subdivision on property owned by Mark and Eileen Lurvey Trust. The subject property is located in part of the NW ¼ & SW ¼ of Section 35 T7N, R17E, at 543 S. Wayfare Trail (SUMT0714999001).
7. **UPDATE** on Zoning Code Land Use Project
8. **UPDATE** regarding Village Board action on Plan Commission matters
9. **ADJOURN** Plan Commission meeting

Respectfully submitted,

Amy Barrows, Village Planner

Posted: April 11, 2025

Next meeting date: May 15, 2025

***** 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 possibly 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 Village of Summit Plan Commission noticed above.



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PLAN COMMISSION

Village of Summit Plan Commission

Thursday, March 20, 2025

CALL TO ORDER

Chairperson Siepmann called to order the Plan Commission meeting at 5:30 p.m. on Thursday, March 20, 2025 at Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Deputy Clerk LaValliere 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: Matt Katz, Paul Schmitter, Jim Petronovich, Jay Obenberger, Sandra Murray, Annette Kaja, and alternate Joan Gucciardi. Also present were: Chairperson Jim Siepmann, Planner Amy Barrows and Deputy Clerk/Deputy Treasurer Sarah LaValliere.

MINUTES

- February 20, 2025

MOTION: (Petronovich, Schmitter) *to approve the minutes as presented.* Carried.

Next meeting date – proposed for Thursday, April 17, 2025, at 5:30 p.m.

PUBLIC HEARINGS:

Chairperson Siepmann opened the public hearing at: 5:35 p.m.

Receive comments and discuss a proposed request by Christopher Kadow for a Conditional Use Permit to allow commercial vehicle parking, including the parking of associated equipment, within a new proposed outbuilding. There will also be four designated outdoor parking spaces for employees. The subject property is located at 740 N. Griffith Road, specifically Lot 2 and Out lots 1 and 2 of Certified Survey Map No. 9495, part of the NW ¼ of Section 26, T7N, R17E (SUMT0678994002).

Planner Barrows reviewed the proposed request by Christopher Kadow for a Conditional Use Permit to allow commercial vehicle parking. Planner Barrows reviewed the list of equipment that will be stored in the facility included in the meeting pack. She also includes that it is a code requirement that there is no business that operates on the property. An additional item that is proposed is signage alongside the parcel, location and size does comply with the village code (per sign ordinance).

Applicant Chris Kadow, 740 N Griffith Rd. He gave thanks to the plan commission for their assistance in the project and

stated there is good neighborly support and the proposed use is a good match as a local business with local benefits and in line with what the Village would like to see.

Plan Commission comments/questions:

There are questions from the plan commission regarding architectural elements and how much leeway the applicant will have with “adjustments”. A question about signage on the property arises and size of sign is questioned.

Planner Barrows states that the proposed sign is in line with the Village Ordinance.

Chairperson Siepmann opens the first hearing for public comment: 5:40 p.m.

Planner Barrows stated she did have written submissions from the public that were forwarded to Plan Commission 3 in favor and 2 opposed.

Verbal comments at hearing:

Mike Goral 826 Griffith Road – Supports the proposed items and fine with sign.

Cheryl Buth 937 N Griffith Rd – Ditto

Mari Weber 920 N Griffith Rd – Ditto

Emily Jones 722 N Griffith Rd – Support

Plan Commission asks if the applicant would work with Plan Commission to reduce sign size. Applicant Chris Kadow confirms he would.

Chairperson Siepmann closes the first public hearing at: 5:48 p.m. and opens the second public hearing at 5:50 p.m.

Receive comments and discuss a proposed request by Genesee Lake Road LLC, to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District in order to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

Planner Barrows reviewed the proposed request by Genesee Lake Road LLC to amend the Zoning map of the Village of Summit from A-1 to R-1 Estate Residential. This is a proposed conservation subdivision that allows 1 acre lot size and 2.2-acre density. Planner Barrows further reviews what “conservation subdivision” means to the audience. Planner Barrows provides additional details about the proposed conservation subdivision and closes with current housing trends.

Planner Barrows stated there is a letter included in the packet that opposes the subdivision.

Chairperson Siepmann opens the public hearing up for Plan Commission comment.

The Plan Commission asks what the minimum lot size is in Ravinia subdivision. Planner Barrows states they range between 2 – 3 acres and believes that Ravinia was a PUD with the county.

Onsite are:

Petitioner Dean Frederick, Technical Engineering Consultants

John Stoker, President Victory Homes

Mark Ellena, Ellena Engineering Consultants

Petitioner Dean Frederick stated there was a neighborhood meeting last Tuesday and there were 12 attendees, and they were able to hash out a lot of things. It being a conservation subdivision, there is 60% of the property that remains conservation or untouched. The overall density is 3.3 acres per unit and comparable to Ravinia Park Subdivision.

Plan commission inquires about mounds and petitioner Dean Frederick responds that preliminary testing indicates mounds

are applicable like Ravinia Park.

Petitioner Dean Frederick walks through a mockup of the subdivision to the audience at the request of the plan commission.

Chairperson Siepmann opens the Public Hearing up for Public Comment at 6:00 p.m.

Anthony Cortese, 35100 Genesee Lake Rd, asks about property taxes and doubling the size of the area by 19 homes. Anthony continued to express concerns about the number of homes in the subdivision and would like to slow down development. He refers to a March 7 letter from SEH (Engineering) that Planner Barrows addresses.

Planner Barrows summarizes the steps to a subdivision and stated this is the preliminary process. The rezone is not effective until the subdivision is approved. The preliminary plat is reviewed once the rezone is approved. There are conditions for approval before the next step of permitting. The subdivision is approved as part of the final plat process and there is no additional public hearing. She also addressed stormwater management, declaration of restrictions and open space management plans.

Anthony Cortese, 35100 Genesee Lake Rd asks about the start of the project.

Planner Barrows responds that the project could start in fall and the steps in the process are available to the public.

Tom Boyke, 1025 Meadow Park Place, expressed concerns about what is being proposed. He lists some of the concerns: The conservation portion does not seem to fit the area with the current lot density. The smaller lot size does not match their subdivision. This is adding to the current subdivision with different development rules. Tom inquires about the proposed stub road with access to the parcel to the south and questions about what the intention of that is for. Is the tree line the conservancy area in the subdivision and who is responsible for maintenance? Will there be a subdivision sign at Meadow Park entrance and asks for no lights. He asks if the stormwater pond located on the south side could be on the north property line to act as buffer from Ravinia Park? He asks about details associated with the turnaround removal and restoration. He would like additional details and requests trees be placed to block the road from the lots in Ravinia Park. Requests that construction traffic use Genesee Lake Rd access, not the Meadow Park Place access. The proposed setback differs from the Village standard. He asks why and states this will just push houses closer to their lots.

Eric Swanson 1063 N Ravinia View Lane is concerned with the lot size and number of homes. He wants to know the density of Ravinia Park subdivision. He draws comparison to lot size of the Ravinia Park subdivision and the lot size of the proposed conservation subdivision and is concerned that the smaller lots will affect property value. He also voices concern about the Bark River, and the traffic problems that happen during the busy season. Eric asked if there is an easement for subdivisions to access the river and is there public access that is approved? What kind? What is the easement and access to the public lake? He is concerned that additional traffic could present problems.

Eric Cluppert, 1032 Meadow Park – Ditto

Heidi Nunnemacher 35315 Genesee Lake Rd, stated that she is looking for barrier and buffer requesting mature pine trees, so lights don't light up bedroom at night. She reads a letter from her son that is not in favor of the development. Adding more homes is destroying the community.

Ray Stanek, 1180 Ravinia View, stated that they moved out here for space and agrees with everything everyone has said up to now. Feels that conservancy is a loophole.

Mary Weber 920 N Griffith Rd – Ditto everything the others have stated, and expresses concern about views and proximity of lots.

Janean Manders 3515 N Interlaken Drive opposes the creation of a subdivision that limits construction exclusively by one builder.

Emily Jones 722 N Griffith Rd – Concerned about potential trail access and proximity of new lots.

Chris Kadow 740 N Griffith Rd – Does Waukesha require easement for park and open space plan. If public trails are involved there is concern that people will be on property trespassing.

Planner Barrows reads the email from Craig & Plowman 1068 Ravinia View Ln –reference written submission to Planer Barrows – opposes lot size and raises traffic safety concerns.

Planner Barrows additionally reads the letter submitted from resident Heidi Nunnemacher via email. Concerned about traffic and parking and public access or conservation easement.

Public Comments & Concerns Summarized:

- **Lot Sizes & Density:** Residents expressed concerns that the proposed 1.2-acre lot sizes are significantly smaller than existing neighboring lots (average 2.4–2.6 acres).
- **Neighborhood Character:** Concerns about maintaining the character and feel of the area.
- **Access & Traffic:** Request to direct all construction traffic from Genesee Lake Road rather than Meadow Park Place. Safety at the Genesee Lake Rd./Hwy 67 intersection was also discussed.
- **Buffering:** Requests for tree buffers or vegetation between the new lots and existing homes to reduce light/noise intrusion.
- **Signage & Lighting:** Concerns over potential subdivision signage, especially illuminated signs.
- **Conservation Easements & Trails:** Clarification requested on public access, possible trails, and if Bark River access would be allowed or attract traffic/parking.
- **Stormwater Pond Location:** Suggested relocation to reduce visual and impact on adjacent properties.
- **Developer Restrictions:** Concerns about exclusive builder rights with Victory Homes.
- **Future Precedent:** Question if this subdivision would set a standard for future nearby developments.

Staff and Commission Responses

- **Planner Barrows:** Clarified open space requirements, density calculations, plat process, and that technical review (e.g., stormwater) continues before final plat.
- **Commission Chair:** Explained background on conservation design, zoning code, and comprehensive plan guiding growth in the village.
- **Developer** was asked to work with the Village and adjacent property owners to address concerns, especially buffering and access issues.

This public hearing is closed at 7:09 p.m. and Chairperson Siepmann opens the next public hearing at 7:10 p.m.

Receive comments and discuss a proposed request by Genesee Lake Road LLC, for a Preliminary Plat to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

Commission Chair: Explains background on conservation design, zoning code and comprehensive plan guiding growth of the village.

Plan Commission questions access to the pond/lake at the south of the parcel. Ordinary high-water marks will be requested to understand whether it is navigable.

Public Comment:

Heidi Nunnemacher Genesee Lake Rd. stated that it is a navigable waterway.

Devin Wolf - Wolf Paving has a consultant that is trying to determine if it is a navigable waterway.

Chairperson Siepmann closes the public hearing at: 7:15 PM

REGULAR BUSINESS:

Discussion and action on a request by Kamron Nash, Village of Summit Public Works Director, to construct a parking lot at Genesee Lake Road Park, which is owned and operated by the Village of Summit, located at 37505 Genesee Lake Road (SUMT0685979001).

Planner Barrows reviewed the request to construct a parking lot at Genesee Lake Road Park.

Public Works Director Kamron Nash reviewed the purpose and intent of the project for the plan commission. She also reviewed the parking lot plan and landscaping.

Discussion:

- The Commission discussed using neighbors tree line as screening
- Suggested providing independent screening on village property
- Expressed concerns about agricultural equipment access and potential relocation of stockpile.

Public Works Director Nash acknowledged future plans for bike path and ball diamonds not part of the current project

- Alternative screening methods were proposed

MOTION: (Katz, Schmitter) *to approve the parking lot improvements subject to the Village providing screening on the east side of the parking lot.* -Carried

Discussion and action on a request by Phil Zagrodnik for a Certified Survey Map to combine multiple properties into a single lot of record, [including review based on Article X of Chapter 109 Subdivision of Land Ordinance](#), on property owned by Northcrest Properties LLC, located at 34324 Delafield Road (SUMT0669053).

Planner Barrows reviewed the request for a Certified Survey Map to combine multiple properties into a single lot of record. The applicant is taking several legal lots of record and combining them into one. The combined lot is still slightly non-conformation which is why review is based on article X.

MOTION: (Petronovich, Obenberger) *to recommend that Village Board approve the Certified Survey Map to combining multiple legal lots of record, subject to the following conditions:*

A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES: Petitioner shall satisfy all comments, conditions and concerns of Waukesha County Department of Public Works, and the Village Engineer, Surveyor, and Planner 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. UTILITY CONNECTION FEES. As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit. Note: The CSM does not result in the creation of any new lots. Therefore, this condition does not apply.

D. BUSINESS OR COMMERCIAL USE. This lot is subject to compliance with Site Plan and Business Plan

of Operation approvals.

E. ONE YEAR TO SATISFY CONDITIONS. Subject to the Petitioner satisfying all the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.

-Carried

Discussion and action on a request by Christopher Kadow for a Conditional Use Permit and Site and Building Plan Approval to allow commercial vehicle parking, including the parking of associated equipment, within a new proposed outbuilding. There will also be four designated outdoor parking spaces for employees. The subject property is located at 740 N. Griffith Road (SUMT0678994002).

Discussion:

Chris Kadow applicant is asked what size the sign could be to be adequate for his needs on the parcel. 4' x 4' or 10' sq ft is requested to be included in the conditions. Additional considerations should be made in the motion, including architectural review.

MOTION: (Katz, Schmitter) *to approve the Conditional Use request to allow Commercial Vehicle Parking subject to the following conditions. Staff is directed to prepare a Conditional Use Agreement, including the following conditions, which are subject to Village Attorney review. Any substantial modifications to the conditions shall be brought back to Plan Commission for consideration.*

1. The use of the property is limited to single-family residential, agricultural, and parking for commercial vehicles and equipment, and a maximum of four parking spaces for employees that are not related to the property owner or employees that do not live on the property.

2. Commercial vehicle parking and storage are limited to the list enclosed as Exhibit "A". Any modifications to the list shall be presented to the Plan Commission for review and approval as part of a Site Plan Review. An amendment to the Conditional Use is only required if an increase in the quantity of commercial vehicles is proposed. Regardless of the quantity of vehicles and related equipment, all commercial vehicle/equipment parking and storage must remain within the new building. No outside commercial vehicle/equipment parking or storage is permitted.

3. The architecture, location, and design of the new outbuilding and parking area shall substantially comply with the plans submitted to the Plan Commission on March 20, 2025, subject to Architectural Review by staff. If modifications to the building or parking are proposed, and those modifications are deemed substantial as determined by staff, the plans shall be resubmitted to Plan Commission for review and approval prior to commencing any construction.

4. The parking area shall consist of a hard surface. The application states that the parking area will be paved. Any modifications to the surface type require review and approval by Village Staff.

5. The applicant shall obtain an Erosion Control Permit prior to commencing any construction activities.

6. No business operations related to vehicular/equipment storage shall take place on the property. Any other business operation shall comply with the use standards of the Village of Summit Code of Ordinances.

Kadow CU – Commercial Truck Parking

7. All commercial vehicles shall be owned, or leased and operated by, the owner or occupant of the property.

8. *The proposed new building shall be located at a minimum of 50 ft. from the west lot line. The flooring of the new building shall consist of concrete or other impervious surface.*

9. *The overhang that extends further west than the existing building that is located directly north of the proposed building shall be removed prior to the issuance of any building permits for the new building.*

10. *The new building shall comply with all building code standards. The building and fire Inspectors will need to review the proposed use to determine which code requirements must be met.*

11. *No vehicular or equipment repair or maintenance is permitted.*

12. *Signage shall not exceed 10 sq. ft. and shall comply with all other standards of Section 23-3 of the Village of Summit Code of Ordinances.*

13. *No exterior lighting is proposed nor permitted to accommodate the new building and parking area.*

14. *The parking area shall remain screened from view from adjacent properties and the road.*

15. *No employee vehicles shall be parked on-site, and no commercial vehicles and equipment shall come and go from the property outside of the hours of 7 am – 6 pm, Monday-Saturday.*

-Carried

Discussion and action on a request by Genesee Lake Road LLC. to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

Planner Barrows states that the rezone is subject to approval of the plat and that she would like to include additional conditions that were brought up this evening and potentially table both agenda items until next month's meeting.

MOTION: (Katz, Petronovich) *to table agenda Item 7D until next plan commission meeting - carried*

Discussion and action on a request by Genesee Lake Road LLC, for a Preliminary Plat to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

MOTION: (Katz, Petronovich) *to table agenda item 7E until next plan commission meeting. - carried*

Planner Barrows provided an **UPDATE** on Zoning Code Land Use Project.

UPDATE regarding Village Board action on Plan Commission matters

- 2 Sugar Island CSM's approved by Village Board

ADJOURN Plan Commission meeting

MOTION: (Schmitter, Katz) *to adjourn the plan commission meeting at:8:00 pm* - Carried

Respectfully submitted,

Sarah LaValliere

Deputy Clerk/ Deputy Treasurer

Next meeting date: April 17, 2025

ZONING DISTRICT AMENDMENT REQUEST

3/20/2025 Plan Commission Meeting

REVISED FOR 4/17/2025 Plan Commission Meeting

Revisions made on 4/15/2025 that were not included as part of the meeting packet posted on 4/11/2025 are noted in red

Eschweiler Property (SUMT0678996)

Staff Report

Village of Summit, Wisconsin

Property Location: South side of Genesee Lake Road, east of Ravinia Park

Property Owner: Mary Alice Eschweiler

Applicant: Genesee Lake Road LLC

Possible Motion: *Motion to recommend that Village Board approve the amendment to the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District – Conservation Development on property located south of Genesee Lake Road and east of Ravinia Park, more specifically described as part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996). The Wetland Conservancy District and Environmental Corridor and Floodplain Overlay Districts will remain unchanged. The recommended zoning map amendment is subject to the following conditions:*

1. **COMPLIANCE WITH PLAT:** *This rezone is not effective until a Subdivision Plat is reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds in substantial conformance with the Preliminary Plat revised on February 26, 2025 and presented at the March 20, 2025 Plan Commission meeting, with the exception that the layout may be modified to comply with Condition #2: Residential Density.*
2. **RESIDENTIAL DENSITY/PRESERVATION LANDS:** *This rezone is not effective until the Village Board, following a recommendation from Plan Commission, confirms that the density calculations are consistent with the 2045 Comprehensive Plan and comply with the Zoning Ordinance, and that Plan Commission has approved the establishment of “preserved lands” pursuant to the criteria and development goals set forth in subsection 111-129(2)(c) & 3. Compliance with this condition will be determined as part of the Preliminary Plat review by Plan Commission and Village Board.*
3. **SUBJECT TO REIMBURSEMENT OF EXPENSES:** *As a condition precedent to this conditional rezone 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 rezone approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*

4. ***OWNER & APPLICANT ACKNOWLEDGMENT:*** *The property owner and applicant shall acknowledge and accept all conditions of this approval. This condition will be satisfied upon the property owner and applicant signing the ordinance after adoption by the Village Board.*

Staff is directed to prepare a draft ordinance in accordance with this motion, subject to Village Attorney review, for consideration by Village Board.

Plan Commission Discussion/Action 3/20/2025:

At their meeting on March 20, 2025, Plan Commission held a public hearing for comment on the proposed rezone request. The public hearing was closed. Action was tabled until the April meeting so that staff could adjust recommendations based on density calculations, the possibility of a navigable pond extending into the property boundaries, and potential other changes based on the Plan Commission's discussion.

Written public comments are included in the meeting packet. There were additional written comments provided after the public hearing, which are also included.

Verbal public comments:

- The lot sizes are much smaller than Ravinia Park and the density exceeds Ravinia Park.
- Concern that the outlot providing future access to the adjacent lot to the south will further increase development.
- Concens with lighting associated with an entrance sign.
- The pond should be added adjacent to Ravinia Park to provide for a buffer instead of placing it in the southeast corner of the development, unles topography dictates the location.
- Restoration of the turnaround should include tree plantings to block the new roadway.
- Construction traffic should use the driveway off of Genesee Lake Road only.
- The developer should consider reducing the road setback so that the homes can be placed further from Ravinia Park.
- There were questions about access and easement rights to the Bark River and a navigable pond in the southeast corner of the subdivision.
- Landscaping should be installed to prevent lights from entering adjacent properties.
- The development will change the character of the property.
- Property owners should be able to choose their builder.
- There were questions about whether any public trails would be constructed and whether people would trespass.
- Property values may be decreased because of the size of the lots.
- Traffic and parking for public access to the waterways and/or easement areas will increase.

Summary:

Lot Area: 61.95 acres

Existing Zoning: A-1 Agricultural District (35+ acres) & WL Wetland Conservancy, EC Environmental Corridor Overlay and FO Floodplain Overlay

Proposed Zoning: R-1 Estate Residential District - Conservation Subdivision (100,000 sq. ft. density/40% open space & min. a-acre lot size) & WL Wetland Conservancy, EC Environmental Corridor Overlay and FO Floodplain Overlay

Land Use Plan: SF Residential 2.4-acre density with Wetland & Primary Environmental Corridor

Adjacent Land Uses		Zoning*
North	Residential/Agricultural	R-3 & A-1
South	Residential/Agricultural	A-2 & A-1
East	Residential/Agricultural	R-1 & A-1
West	Residential/Agricultural	R-1 & A-2

*Natural resource zoning districts cover portions of the adjacent lands

The applicant is proposing to rezone the subject property from the A-1 Agricultural District to the R-1 Zoning District to construct a 19-lot single-family residential conservation subdivision. The property owner previously submitted the same request for Plan Staff and Plan Commission conceptual consideration in 2024. A developer is now pursuing development of the property. Plan Commission was in favor of the proposed development moving forward through the application process and recommended that the subdivision restrictions match the adjacent subdivision and that consideration be given to joining the Ravinia Park Homeowner’s Association.

It should be noted that the applicant is not proposing to incorporate the proposed subdivision into the Ravinia Park’s Homeowner’s Association. However, they have prepared draft restrictions that were adapted by a similar subdivision and are inclusive of provisions from the Ravinia Park Subdivision, specifically the provisions related to the maintenance of the outlots. A copy of the draft Declaration of Restrictions is included in the electronic packet only.

Allowable density for a conservation subdivision is calculated based on several factors. Below is a summary of calculations. The land use plan recommends maintaining the current zoning standards for density calculations.

Land Use Plan – 2045 Comprehensive Plan

Land Type	Acres	# of Units/Lots
Upland (no PEC/WL/FP/ROW) (1 unit/2.4-acres)	39.15	16.31 Units/Lots
Upland PEC (1 unit/5 acres)	11.25	2.25 Units/Lots
Wetland/Floodplain (no density credit)	6.95	N/A
Proposed Road ROW	4.6	N/A
Total	61.95	18.56 Units/Lots = 18

Density per R-1 Zoning Conservation Subdivision

Gross Developable Area (Excludes WL/FP and Exterior Road ROW) = 55 acres

Net Developable Area = (GDP – Proposed Road ROW (4.6 acres)) = 50.4 acres

Required Open Space (40%) = 20.16 acres

Developable area = 50.4 acres – Upland PEC (11.25 acres) = 39.15 acres in R-1

Number of units allowed per R-1 = 17.02 units

Number of units allowed per EC = 2.25 units

Total number of units allowed = 19.27 Units/Lots = 19

As part of a conservation design subdivision in the R-1 Zoning District, each lot can be a minimum of 1-acre instead of 2 acres. The minimum lot width can be 180 ft. instead of 220 ft. The applicant is proposing to meet the standards of the conservation subdivision. All lots will be at least 1-acre in size and 180 ft. in width. There must be at least 40% open space based on the acreage of the net developable area. The preliminary plat notes 35.12 acres of open space. However, this calculation includes Outlot 2 (reserved for access), land extending to the center of the Bark River, and wetlands. There are 26.81 acres of upland open space that will be protected from future development in compliance with the preservation of open space requirements of the zoning ordinance. The applicant is proposing 53.2% open space, whereas 40% is required. *Refer to Article V of the Zoning Ordinance for residential density and minimum lot size regulations.*

The subdivision will include a road connection to the Ravinia Park subdivision on Meadow Park Place. A temporary turnaround will need to be removed as part of the road connection. The road connection was anticipated when Ravinia Park was platted. The applicant is also proposing an outlot that will be reserved for a potential road extension to serve the adjacent lot to the south for future development purposes.

Several of the lots will consist of high groundwater conditions. It appears that several of the lots will include 5-7 ft. of fill. There are several stormwater facilities that are intended to capture stormwater runoff.

The properties will be served by private septic systems and wells.

All natural resource areas will be protected in common open space with associated restrictions. The applicant is communicating with the Wisconsin Department of Administration to determine if public access is required to the Bark River, which abuts the west side of the property. The applicant will also need to communicate with the Wisconsin Department of Administration

Eschweiler Rezone – Bark River Conservancy

regarding public access requirements to the pond in the southeast corner of the property. Section 111-94(c) of the Zoning Ordinance requires that the Village not allow lake access to more than one lot or dwelling unit for each 150 ft. of lake frontage. If the Wisconsin Department of Natural Resources classifies the waterway as a public lake and the ordinary high water mark extends onto the subject property, this provision would apply.

The applicant is also communicating with Waukesha County Department of Parks and Land Use and the Waukesha Land Conservancy regarding easements for a trail connection and preservation of natural resources. Waukesha County has an existing trail easement through the property. The developer and County are working together to relocate the easement to a more practical location for accessibility purposes. The new easement location would run parallel to Genesee Lake Road, run along the west property boundary and extend to the river.

Signage: The applicant is proposing entrance signage on both sides of the new road at the entrance from Genesee Lake Road. The details of the signage has not been presented. The applicant is also proposing to plant a combination of trees, shrubs, and grasses along Genesee Lake Road.

Utilities: The area is served by private sewage systems and wells.

Traffic, Access, & Frontage: All lots will have frontage on a public road. The addition of 19 single-family lots should have minimal traffic impacts.

Public Services/Capital Investments: There will be no changes to public services other than emergency services will need to be provided. There are no requirements for capital investments as a result of the rezone request. The public road will need to be maintained in the future.

Environment: There are wetland, floodplain, and primary environmental corridor resources. These areas will be preserved through resource restrictions on the Subdivision Plat.

Adjacent properties: The rezone allows for single-family residential construction while providing a substantial amount of open space. The subdivision is in the same land use and zoning categories as Ravinia Park subdivision to the west. The lots in Ravinia Park are larger than the lots in the proposed subdivision.

Compliance with Comprehensive Plan: The proposed zoning complies with the Comprehensive Plan. Staff will need to verify that the number of lots complies with the density standards of the Comprehensive Plan.

Amy Barrows

From: Dean Frederick <trdaf@msn.com>
Sent: Tuesday, April 8, 2025 3:32 PM
To: Amy Barrows
Cc: Mark Ellena; John Stoker; Phil Morgan
Subject: Bark River Conservancy - Lot Density Factor Considerations

Good Afternoon Amy!

Thank for taking time this afternoon to talk through the lot density calculations prepared by Mark Ellena utilizing the updated boundary, wetland, & primary environmental corridor information. Our conversation was based on the table below which compares units allowed using the 2.3 (100,000 sf) density factor/area per dwelling unit and the 2.4 density factor/area per dwelling unit:

PRIOR TO LT SURVEY

SITE DATA TABLE		
PROPERTY AREA:	61.95 ACRES	61.95 AC
REQUIRED OPEN SPACE (40%)	61.95 (0.40) = 24.78 AC.	61.95 (0.40) = 24.78 AC
GREEN SPACE:	35.12 AC (57%)	35.12 AC
TOTAL UPLAND PEC LANDS:	11.14 ACRES	11.25 AC
TOTAL WETLANDS AREA:	7.50 ACRES	6.95 AC
PROPOSED ROADWAY ROW:	4.60 ACRES	4.60 AC
UNITS ALLOWED IN R-1 (1 UNIT/2.3 ACRES)	$61.95 - 11.14 - 7.5 - 4.6 = 38.71 / 2.3 = 16.83$ UNITS	61.95 - 11.14 - 7.5 - 4.6 = 38.71 / 2.3 = 16.83 UNITS
UNITS ALLOWED PER EC (1 UNIT/5.0 ACRES)	$11.14 / 5.0 = 2.23$ UNITS	11.25 / 5.0 = 2.25 UNITS
TOATL UNITS ALLOWED	$16.83 + 2.23 = 19.06$ UNITS	$17.02 + 2.25 = 19.27$ UNITS

Briefly, the 2.3 density factor is found in Sec. 111-347(e)(3)(a) of the Zoning Code relative to conservation development requirements. The 2.4 density factor is referenced in the Master Plan and generally assumes a 20% reduction in gross area for right-of-way. Additionally, Sec. 109-9(4) of the Subdivision of Land Ordinance requires, among other things, that a proposed subdivision also conform to the Master Plan. We also recognize that the Zoning Code and Master Plan are in conflict. It is the Developer's belief that 2.3 density factor found in the Zoning Code should be utilized to determine the total number of dwelling units for the following reasons:

- Section 3 of the Master Plan – General Goals and Objectives - Regulatory Standard states that "The Conservation Design Standard in the Village of Summit Zoning Code should be used for all new residential developments. Using these standards will connect open spaces from one neighborhood to another, from one part of the village to another, and serve as open space corridors/buffers between developed areas."
 - *This section of the Master Plan directs the use of the Conservation Design Construction Standards in the Zoning Code which in the R-1 Estate Residential zoning district uses a density factor specific to conservation development of 2.3.*
- Section 3 of the Master Plan – General Goals and Objectives – Residential Development – Goals: states "Incorporate conservation planning and other eco-friendly planning techniques that project ecologically sensitive areas, environmental corridors and open space during

subdivision development" and "The location, type, density and quality of development should be based on sound and consistent land use planning"

- *The Village is encouraging conservation design which Bark River Conservancy fulfills sound and consistent land use planning. It is my understanding that previous proposals for a subdivision design in accordance with the Standard Development Requirements was proposed and could have been met with a 17-lot design and far less length of residential streets. As such, the landowner was encouraged to propose a conservation design with longer streets which allows for greater protections of the environmentally sensitive areas.*
- Sec. 111-347(e)(3) of the Zoning Code relative to Conservation Development Requirements clearly states a density factor/area per dwelling unit: 100,000 sf.
 - *This requirement is a clear direction to encourage Conservation Development. Given that the infrastructure necessary (length of streets) for Conservation Development is longer and more expensive than Standard Development, the "small density bonus" can be viewed as incentive to promote Conservation Design & Development consistent with the Master Plan. It would be interesting to get the perspective of the ordinance drafter for the intention of stating a 2.3 dwelling factor.*
- Section 3 of the Master Plan – Land Use Recommendations – Land Use Densities states "The Master Plan as updated recommends maintaining the current zoning standards for density calculations."
 - *It is my understanding that this section in the Master Plan is relative to how densities are computed relative to "net area"; however, it does make clear reference to "current zoning standards for density calculations" which does extend to the 2.3 density factor prescribed by the Zoning Code for Conservation Development in the R-1 Estate Residential zoning district.*

In summary, understanding that both the Master Plan under the Subdivision of Land Ordinance and the Zoning Code have authority to guide & direct development, the Master Plan repeatedly encourages Conservation Design by making references to the requirements of the Zoning Code. The Zoning Code is the tool used to encourage Conservation Development for reasons stated above and has a plainly stated Conservation Development density factor of 2.3. Although there may be a small conflict in the density factor between the Master Plan and the Zoning Code, there is a stated goal in the Master Plan to incorporate conservation planning which will occur by complying with the conservation development requirements of the Zoning Code that directs a 2.3 density factor. The Zoning Code purposely prescribes a 2.3 density factor as necessary for Conservation Development which is also consistent with the goals of the Master Plan.

I hope that this narrative helps to justify the Developer's belief that the number of dwelling units should be computed using the 2.3 density factor.

As always, if you should have any questions or need additional information, please feel free to contact me at your earliest convenience. I am open to meeting anytime this week or next week prior to the Plan Commission meeting on April 17th.

Thank you again for your assistance!

Dean

Dean Frederick
Technical Engineering Consultants LLC
(414) 791-5373 Office & Cell
(262) 746-3627 Fax

Technical Engineering Consultants, LLC
622 E Anne Street
Oconomowoc, WI 53066



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in any medium.

Amy Barrows

G.B.E.C.

From: Sarah LaValliere
Sent: Wednesday, March 12, 2025 2:21 PM
To: Amy Barrows
Subject: Fw: Feedback via the Village of Summit - Contact/Comment Form [#771]



Sarah LaValliere
Deputy Clerk/ Deputy Treasurer
Village of Summit WI
Pop. 5159

37100 Delafield Rd * Summit WI 53066 ☎ 262.567.2757 ✉ deputyclerk@summitvillage.org

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From: burst@emailmeform.com <burst@emailmeform.com> on behalf of Anne Sapienza & Tim Johnson <burst@emailmeform.com>
Sent: Wednesday, March 12, 2025 9:59 AM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Feedback via the Village of Summit - Contact/Comment Form [#771]

Name*: Anne Sapienza & Tim Johnson

Email*: [REDACTED]

Address*: 1190 N Griffith Road

Oconomowoc, WI 53066

**Contact
Number*:**



Subject*:

3/20/2025 Vote on Genesee Lake Road Proposal

Dear Village of Summit Plan Commission-

I hope this message finds you well. I am writing to express the strong opposition both my husband, Tim Johnson, and I have to the proposed development of Genesee Lake Road, LLC to amend the zoning map for a 19-single family home subdivision owned by Mary Alice Eschweiler which is to be discussed and voted on at this meeting. As residents of this community, we have great concern that this project would irreparably alter the rural character and serenity that define our area.

This region has long been valued for its natural beauty, peaceful atmosphere, and the agricultural and open spaces that contribute to its unique charm. Introducing a large-scale development would not only disrupt this environment but also negatively impact local wildlife, our air quality, and the overall quality of life for residents who chose this area precisely because of its rural nature.

We understand that development is often seen as necessary for growth, but it is important to weigh the long-term costs of sacrificing the land and values that make our village special. We urge you to reconsider this proposal and explore alternative solutions that would respect the delicate balance between development and preserving the rural environment.

Thank you for your time and consideration. We hope you will take the community's concerns into account when making your decision.

Sincerely,

Anne Sapienza & Tim Johnson, owners/residents at:
1190 N. Griffith Road
Summit, WI

Message*:

Visitor IP: 24.106.101.18

Amy Barrows

From: Sarah LaValliere
Sent: Friday, March 7, 2025 8:42 AM
To: Amy Barrows
Subject: Fw: Rezoning Genesee Lake Road SE of Ravina for 19 plot sub

From:
Sent: Thursday, March 6, 2025 2:29 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Rezoning Genesee Lake Road SE of Ravina for 19 plot sub

Dear Deputy Clerk,

We are writing to express our strong opposition to the proposed rezoning of land South of Genesee Lake Road and East of Ravinia Park for the continual development of a 19-lot subdivision in the Village of Summit.

Our community is unique, and we value its tranquility, natural beauty, and sense of open space. The development of a 19-lot subdivision in this area would not only disrupt the character of our rural environment but also bring several potential negative consequences.

First and foremost, is the infrastructure in this area is not equipped to handle such a significant increase in population? Our roads, the strain on local utilities, such as water, sewer, and waste management systems, could lead to significant issues for current residents. Additionally, the increased demand on emergency services and other municipal resources would put a strain on a system that is already stretched thin and costing taxpayers.

Furthermore, this development will have a detrimental impact on the surrounding natural environment. Our area is home to wildlife, and the introduction of a large residential area could disrupt local ecosystems. It is also important to consider the effect on existing agricultural land, which is crucial for maintaining the rural economy and preserving the open space that defines the area.

The development of this subdivision could set a **concerning precedent** for further urbanization of what should remain a rural area. Such projects would slowly chip away at the unique character of our community, transforming it into something unrecognizable to those of us who chose to live here because of its peaceful, rural nature. We elected not to live in Pabst Farms for a reason.

We urge you to consider the long-term effects of this rezoning decision and prioritize the preservation of our rural landscape and community values.

Thank you for your time and consideration in this matter.

Lisa & Anthony Cortese
35100 Genesee Lake Road - 20+ year resident

Amy Barrows

From: Sarah LaValliere
Sent: Wednesday, March 19, 2025 10:53 AM
To: Amy Barrows
Subject: Fw: Feedback via the Village of Summit - Contact/Comment Form [#778]

Amy,
Here is feedback for the PC PH this week.
Cheers,
S



Sarah LaValliere
Deputy Clerk/ Deputy Treasurer
Village of Summit WI
Pop. 5159

37100 Delafield Rd * Summit WI 53066 ☎ 262.567.2757 ✉ deputyclerk@summitvillage.org

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From: burst@emailmeform.com <burst@emailmeform.com> on behalf of Janean Manders <burst@emailmeform.com>
Sent: Wednesday, March 19, 2025 10:35 AM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Feedback via the Village of Summit - Contact/Comment Form [#778]

Name*: Janean Manders
Email*: jmanders4@yahoo.com

Address*:

3315 N. Interlaken Dr.

Summit, WI 53066

**Contact
Number*:**

2624248263

Subject*:

Genesee Lake Rd LLC Public Hearing

Regarding the Bark River Subdivision abutting Ravinia Park.

While I realize developments cannot be prevented I believe the lot sizes should be the same as Ravinia Park to maintain the rural feel many people live here for.

Message*:

I have also spoken to Victory Homes and they are only allowing Victory and Allen Bldrs homes on these lots (Their companies). I strongly oppose allowing Builder's to dictate who can and cannot purchase and build on new development lots. There should be diversity and an opportunity for residents to purchase lots and not be mandated to a specific builder.

Thank you

Visitor IP: 172.13.50.45

Amy Barrows

From: Sarah LaValliere
Sent: Wednesday, March 19, 2025 2:58 PM
Subject: Fw: Rezoning Genesee Lake Road SE of Ravina for 19 plot Bark River Conservancy

Plan Commission,
The e mail below is addressed to you.
Many Thanks
Sarah

From:
Sent: Wednesday, March 19, 2025 2:42 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Rezoning Genesee Lake Road SE of Ravina for 19 plot Bark River Conservancy

Dear Village of Summit Plan Commission

I am sending you this email due to prior commitments that we have tomorrow night and cannot attend the plan commission meeting 3/20/25. We have several concerns and oppose the current development design.

1. The lots are too small at just over 1 ac. Our lots in Ravinia are all over 2ac, with a few over 3ac and one that is 7ac. All the lots to the east of the development are also larger than 2 ac.
2. The housing size minimum requirements are also lower than ours and need to be brought up to at least our minimum restrictions.
3. There does not appear to be planning for traffic safety when entering Ravinia View Ln and Genesee Lake Rd, such as a yield or stop signed.

The major issue is the lot sizes and the minimum housing restrictions. These factors will reduce the value of neighboring properties.

Thank you for your time and consideration.
Craig and Gail Plowman
1068 Ravinia View Ln
Summit, WI

Amy Barrows

From: Sarah LaValliere
Sent: Thursday, March 20, 2025 9:07 AM
Subject: Fw: Feedback via the Village of Summit - Contact/Comment Form [#779]

Good morning Planner & Plan Commission,
I am forwarding to the Plan Commission as addressed.
Feedback # 779

From: burst@emailmeform.com <burst@emailmeform.com> on behalf of Heidi Nunnemacher
<burst@emailmeform.com>
Sent: Wednesday, March 19, 2025 8:54 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Feedback via the Village of Summit - Contact/Comment Form [#779]

Name*: Heidi Nunnemacher

Email*:

Address*: 35315 Genesee Lake Road
35315 Genesee Lake Road, WI Oconomowoc

**Contact
Number*:** ---

Subject*: Opposition to 19 home development on Genesee Lake Road

Dear Plan Commission:

I am writing to express my concern and opposition to the planned 19 home development on Genesee Lake Road (GLR) as a 35-year Village resident and landowner due east of said development. While the local community is unable to stop development it can request reasonable growth that honors open space, embraces environmental impact and adequately considers additional burden on stakeholders such as the police, fire department and schools. The density of 19 more homes on GLR is extreme and comes with great concern. There is substantial additional traffic on Hwy 67 and presents as a problem to ingress and egress from both directions. There has not been consideration as to further impact of traffic patterns on either Sawyer Road or 67 due to additional development which should be the responsibility of the developer. It must be remembered that a little over a year ago there was a fatality on GLR and Hwy 67 at this dangerous, hazardous intersection.

Message*:

Another concern is the safety of pedestrians on GLR. Many people have found the Bark River for kayaking, water sports and hunting, but there are limited parking spots. Every weekend the recreationalists unwittingly park their cars in the middle of the lane thinking it is a parking lot. There are many anecdotal stories among my neighbors of cars almost hitting unwatched children. Toddlers and children are innocent and the Village must protect them. This concern should be addressed before further development brings more traffic.

Another concern is the public access or conservation easement to the Bark River that is noted in the script, but not noted specifically on the plat. This can create additional parking issues either within the subdivision or on GLR. Additional and specific information should be requested from the developer.

My last concern is the continued fragmentation of wildlife habitat. Additional homes and continued clearing of land around this portion of the Village reduces the ecological connection of wildlife. Please consider the loss of habitat for our deer, birds, and nesting habitat of our turtles to name just a few creatures.

If the Village moves in the direction of approving this subdivision at least consider reducing the number of lots to limit the impact and burden on this road.

Sincerely,

Heidi E Nunnemacher

Submitted post public hearing

Amy Barrows

From: Sarah LaValliere
Sent: Wednesday, March 26, 2025 10:32 AM
To: Amy Barrows
Subject:
Importance: High

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Tuesday, March 25, 2025 4:23 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Feedback via the Village of Summit - Contact/Comment Form [#780]

Name*: Heidi Nunnemacher

Email*:

Address*: 35315 Genesee Lake Road
35315 Genesee Lake Road, WI Oconomowoc

**Contact
Number*:**

Subject*: Historical Water Body Report

March 24, 2025

Dear Amy,

Message*:

On Thursday March 20, 2025, at the public meeting concerning the development on Genesee Lake Road the question came from the board if there is a lake on Eschweiler's property and if that impacts the development. I went to the podium and stated my name and address and indicated we have a report from SEH written by Heidi Kennedy in 2022 indicating that it is a public lake. This lake is identified as public lake Waterbody ID 784000 per the DNR.

This lake falls under the Wis. Stat. Chap.30, that is the public water trust doctrine, which is unique to the State of Wisconsin that "protects sovereign lands, such as tide and submerged lands and the beds of navigable waterways, for the benefit, use and enjoyment of the public". "The public trust doctrine arises from language drafted as part of the Northwest Ordinance of 1787 and was incorporated

verbatim into the Wisconsin Constitution in 1848.” This is law, not a guideline.

The lake has public attributes within the meaning of the Doctrine which is a naturally developed lake. It is a Kettle Lake and is navigable and I as the property owner of 35315 Genesee Lake Road and the new address that was recently added I have access to this lake as a riparian owner. All of this is legally documented.

Devin Wolf came to the podium (not stating his name or address) stating that it is not a public lake and slandered me in front of the board indicating that I had built an illegal pier and treehouse on “his property.” Prior to this, in your role as planner, you indicated that it depends on the size of the lake. For these reasons, I am giving you this report and other documentation to support that this lake exceeds the 5-acre minimum as stated in the Wisconsin statute 236.16 (3)(a) pertaining to subdivisions and water and public access requirements. The public access must extend to the low watermark and be connected to public roads.

Please find on the flash drive Heidi Kennedy’s report dated March 14, 2022. In the opening comments she states, “You have retained SEH to review and provide an opinion as to whether or not the lake bordering your property at 35315 Genesee Lake Road, parcel number SUMT 067998001 (the lake) would likely be considered a public waterbody (which is protected by the Public Trust Doctrine and other waterway-related laws in Wisconsin) or if the waterbody is a private waterbody. It is not a private water body since 1890.

The meander lines came up for discussion; meander lines are the high-water mark which means the actual boundary extends into the lake. For purposes of this discussion the access, according to state statute, must extend to the low water mark. In this case it is approximately 60 – 80 feet beyond the witness marker.

The conclusion of her report was the lake has been present since 1890 evidenced by government surveys, photographs and DNR Lake Survey Maps indicating it is a 9-acre unnamed lake assigned Waterbody ID of 784000. This far surpasses the 5-acre minimum.

I am also contacting the DNR and Waukesha County Conserancy.

Please present this to the plan board and the village attorney.

Kindest regards,

Heidi Nunnemacher

PS I will bring you the flashdrive on Thursday March 27, 2025

Visitor IP: 2600:1008:a030:6aa1:41f1:cae4:b9df:4707

Submitted post public hearing

Amy Barrows

From: Sarah LaValliere
Sent: Friday, March 28, 2025 10:24 AM
To: Amy Barrows
Subject: FW: Feedback via the Village of Summit - Contact/Comment Form [#782]

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Friday, March 28, 2025 9:51 AM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Feedback via the Village of Summit - Contact/Comment Form [#782]

Name*: Heath Nunnemacher

Email*:

Address*: 35315 Genesee Lake Road
35315 Genesee Lake Road, WI Oconomowoc

**Contact
Number*:**

Subject*: Bark River Conservancy Feedback

Plan Commission:

Message*:

While the development proposal using the R-1 honors the "letter" of the conservancy statutes it means to truly enhance environmental preservation. Ravinia and, in fact, all immediately surrounding developments without conservancy designation thus requiring a density factor and minimal lot area of 130,000 sq ft. Bark River Conservancy extorts the fact that 18.6 acres are already under 'building restrictions' by Environmental Corridor (11.14 acres...with a minimum lot size of 5 acres) or Wetland (7.5 acres.. requirements (40% of net buildable acreage) is in this case 19.94, and thus the conservancy statute to "count" the environmental corridor and wetland totals of 18.6 towards the 19.94 acre threshold for a single acre and "shoehorning" additional homes into the development. We would ask that the requirements be applied to all other surrounding developments as R-1 requiring a density factor and minimal lot area of 130,000 sq ft of the development. This is consistent with Summit statute Section 111-5 Development goals as follows:

Sec. 111-5. - Development goals.

Appropriate relationship of development to the physical character of the site and the surrounding area.

rural character of the village by considering whether the development plan for roads, building sit relationships to existing terrain conditions, preservation of natural vegetation, suitable capacity storm water drainage and retention and to the potential impact upon the surrounding area

Applicable statutes:

(https://library.municode.com/wi/summit,_waukesha_co/codes/code_of_ordinances?nodeId=347ESREDI)

https://library.municode.com/wi/summit,_waukesha_co/codes/code_of_ordinances?nodeId=P

Heath A. Nunnemacher

Visitor IP: 66.188.138.38

LEGAL DESCRIPTION

UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST ALSO BEING THE POINT OF BEGINNING; THENCE S 89°28'11" E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 652.26 FEET TO AN EXTENSION OF THE WEST LINE OF CSM 811; THENCE S 00°54'48" W, ALONG THE EXTENSION OF THE WEST LINE OF CSM 811, AND CSM 811, AND THE SOUTHERLY EXTENSION OF SAID CSM 811, 2629.09 FEET TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 26; THENCE N 89°11'23" W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 656.27 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE, SAID POINT LYING S 88°58'47" E, 72.2 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E, ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W, CONTINUING ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86.5 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E, ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION, 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,719,914 SQUARE FEET OR 62.441 ACRES MORE OR LESS INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

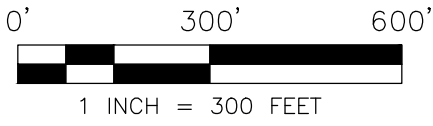
Prepared By:



955 LEXINGTON DR.
OCONOMOWOC, WISCONSIN
262-367-7599

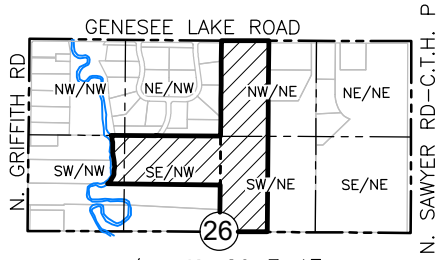
REZONE EXHIBIT

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 AND PART OF THE SE 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC. 26-7-17 MEASURED AS N89°28'11"W.

VICINITY MAP

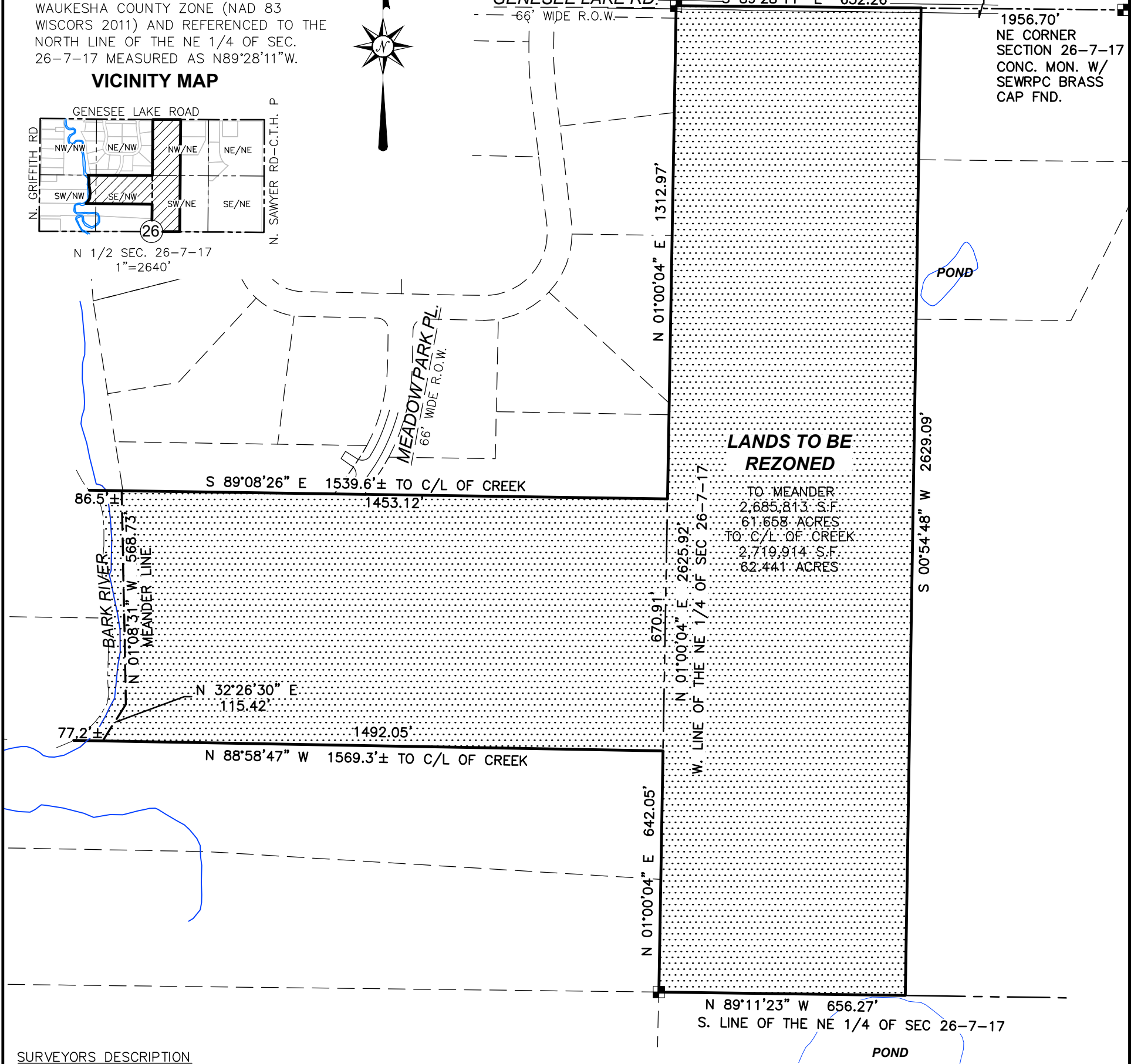


N 1/2 SEC. 26-7-17
1"=2640'



NORTH 1/4 CORNER
SECTION 26-7-17
CONC. MON. W/ SEWRPC
BRASS CAP FND.
GENESEE LAKE RD. S 89°28'11" E 652.26'
66' WIDE R.O.W. N. LINE OF THE NE 1/4 OF SEC 26-7-17
S 89°28'11" E 2608.96'

1956.70'
NE CORNER
SECTION 26-7-17
CONC. MON. W/
SEWRPC BRASS
CAP FND.



LANDS TO BE REZONED

TO MEANDER
2,685,813 S.F.
61.658 ACRES
TO C/L OF CREEK
2,719,914 S.F.
62.441 ACRES

SURVEYORS DESCRIPTION

UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST ALSO BEING THE POINT OF BEGINNING; THENCE S 89°28'11" E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 652.26 FEET TO AN EXTENSION OF THE WEST LINE OF CSM 811; THENCE S 00°54'48" W, ALONG THE EXTENSION OF THE WEST LINE OF CSM 811, AND CSM 811, AND THE SOUTHERLY EXTENSION OF SAID CSM 811, 2629.09 FEET TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 26; THENCE N 89°11'23" W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 656.27 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE, SAID POINT LYING S 88°58'47" E, 72.2 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E, ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W, CONTINUING ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86.5 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E, ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION, 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,719,914 SQUARE FEET OR 62.441 ACRES MORE OR LESS INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

*** WETLAND CONSERVANCY DISTRICT, ENVIRONMENTAL CORRIDOR, AND FLOODPLAIN OVERLAY DISTRICTS ZONING REMAIN UNCHANGED***



DATE: 02/18/2025
JOB # 25026
TAX KEY: SUMT0678996

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

**BARK RIVER CROSSING
SINGLE-FAMILY SUBDIVISION – PRELIMINARY PLAT
3/20/2025 Plan Commission Meeting**

REVISED FOR 4/17/2025 Plan Commission Meeting

**Revisions made on 4/15/2025 that were not included as part of the
meeting packet posted on 4/11/2025 are noted in red
Eschweiler Property (SUMT0678996)**

Staff Report

Village of Summit, Wisconsin

Property Location: South side of Genesee Lake Road, east of Ravinia Park

Property Owner: Mary Alice Eschweiler

Applicant: Genesee Lake Road LLC

Possible Motion: *Recommend Village Board conditionally approve the Preliminary Plat 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, and all other objecting and approval authorities. Village Staff comments shall be addressed prior to submitting a Final Plat for consideration by the Village.*
- B. *SUBJECT TO REIMBURSEMENT OF EXPENSES. As a condition precedent to this preliminary plat approval, 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 preliminary plat approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- C. *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 preliminary plat.*
- D. *REZONING. The application to rezone the property to the R-1 Estate Residential District shall be reviewed and conditionally approved by Village Board prior to submitting a Final Plat for consideration by the Village.*

If recommending approval, Plan Commission will need to include in their motion that they have determined the proposed density of 2.3 acres per unit, as provided in the conservation subdivision criteria of the R-1 Residential Zoning District standards, to be consistent with the Village of Summit's 2045 Comprehensive Plan SF Residential 2.4-acre per unit density category. The comprehensive plan serves as a guide to future growth and development in the Village of Summit (Section 9.1 of the Village of Summit's 2045 Comprehensive Plan).

If recommending approval, Plan Commission will need to include in their motion that they have approved the establishment of “preserved lands” pursuant to the criteria and development goals set forth in subsection 111-129(2)(c) & 3. The provisions are included in the meeting packet.

Summary:

See the Staff Report for the proposed rezone that is included in the meeting packet for the subject property for property proposal details.

Surveyor Comments: See attached letter dated March 4, 2025 prepared by Keith Kindred, SEH, Village Surveyor.

Engineer Comments: See attached letter dated March 7, 2025 prepared by Brian Pehl, P.E., SEH, Village Engineer. Once all engineering comments are addressed, the applicant will be required to obtain a Stormwater and Erosion Control Permit, and submit a Stormwater Maintenance Agreement and Developer’s Agreement for review and approval by the Village Board. The agreements will need to be recorded with Waukesha County Register of Deeds. The applicant will also be required to submit a Financial Guarantee to ensure all work is completed.

Planner Comments:

1. Approval of the subdivision plat is subject to the rezoning being approved by Village Board. The density calculations shall be verified by staff and the number of lots shall comply with the density standards of the 2045 Comprehensive Plan and Zoning Ordinance.
2. The draft subdivision declaration of restrictions and an open space management plan will need to be reviewed and approved as part of the Final Plat submittal.
3. It is recommended that the areas of wetland, floodplain, primary environmental corridor, be placed in a conservancy easement granted to either Waukesha County, the Village of Summit, or a nonprofit organization.
4. The applicant shall work with Waukesha County Department of Parks and Land Use to relocate the existing trail easement that runs through the property. A revised easement document shall be prepared and recorded at such time as the Final Plat is recorded.
5. Wetland, Floodplain, and Primary Environmental Corridor resource restrictions shall be added to the Final Plat. The restrictions should allow the construction of a trail subject to approvals from the Village of Summit, DNR, and ACOE.
6. The developer is proposing to have more restrictive setback standards than the Village of Summit Zoning Ordinance. The setback shall be noted on the plat with a statement that the setback is more restrictive than the Village of Summit Zoning Ordinance and cannot be modified.

Below are the standards:

Setback	Required	Proposed
Street	50 ft.	75 ft.
Side-yard	20 ft.	30 ft.
Rear-yard	20 ft.	30 ft.

Eschweiler Rezone – Bark River Conservancy

7. Written documentation shall be presented to the Village from the Waukesha County Environmental Health Division stating that each lot is suitable for a septic system. *This condition has been satisfied.*
8. Village Staff shall review the soil tests to ensure the proposed established minimum basement elevations prevent high groundwater from entering basements. The Village's ordinance requires a 1-ft. separation between the basement floor and the anticipated high groundwater elevation.
9. The Master Grading Plan shall be reviewed and approved by Village Staff. An interim plan can be submitted for review and approval.
10. A detailed rendering of the entryway signage shall be submitted for review and approval, including the location, type, and size, as part of the Final Plat submittal.
11. The applicant is proposing to plant 55 trees, 12 shrubs, and many grasses along Genesee Lake Road and around proposed entry signage. The Landscape Plan will need to be reviewed by Village Staff. If any additional landscaping is proposed, a plan shall be submitted as part of the Final Plat submittal. The open space areas must be addressed on the Final Landscape Plan. Consideration should be given to screening the adjacent properties from vehicular traffic.
12. The temporary turnaround at the south end of Meadow Park Place in the Ravinia Park subdivision shall be removed and restored and the road properly extended at the cost of the developer. The construction, restoration and maintenance related to the public road improvements and restoration shall be included in the Developer's Agreement. A plan for restoration shall be included with the final construction plans.
13. Waukesha County shall be added as a review authority. All comments provided in the County's letter dated April 2, 2025 shall be met.
14. Public Access to the Bark River and pond shall be noted on the Final Plat if required by the Wisconsin Department of Administration. If the pond is considered a public water of the state, the provisions of Section 111-94(c) shall be met. It may be in the best interest of the developer to transfer adjacent lands with an adjoining property owner to avoid these provisions.
15. The Developer's Agreement shall include a provision that construction access is limited to Genesee Park Road. Village Board should determine appropriate working hours.

Sec. 111-129. Purpose and use.

Two controls affect the intensity of residential uses in the various residential zoning districts: a "density factor" and a "minimum lot area."

- (1) *Residential density.* The "density factor" includes the amount of land area required on a private lot or a combination of a private lot and preserved land for each dwelling unit.
 - a. *Concept description.* The village bases the concept of "density" regulations upon the premises of controlling the intensity of use in terms of the relationship of the number of units to the gross area of land granted by such a use within a defined area. The village has designed these "density" regulations to control the intensity of use of lands in relationship to the natural, physical and ecological characteristics of the area; to implement established comprehensive local, county or regional plans; to respond to the capability for adequate sewage disposal; to address the village's ability to provide appropriate municipal services; to respond to basic economic factors; and to achieve the desired residential environmental character, while still permitting reasonable flexibility in terms of lot shape, size and arrangement. Consistent with the goals of achieving the optimum residential environment and a "rural" character of the community, the village designed the "density" technique to permit variable lots sizes and the use of the most suitable terrain for housing sites while encouraging the preservation of agricultural lands and natural features as preserved lands for the aesthetic, environmental or recreational benefit of the area.
 - b. *Concept application.* No owner shall erect or relocate a structure intended in whole or in part for residential use unless the lot on which it is located:
 1. Meets the standard development requirements for the applicable zoning district; or
 2. Meets the conservation development requirements for the applicable zoning district; or
 3. Meets a planned development overlay district density factor as authorized under the specific adopting ordinance of section 111-359(c)(5); or
 4. Meets the required density factor by having allocated to it sufficient additional "preserved land" to meet the required density factor for the applicable zoning district by allocation of a fractional amount of preserved land to each residential lot.
 - c. Where an individual lot area includes more than one zoning district that permits residential use, the proportionate average of the district density factors shall apply.
 - d. Density calculations shall exclude wetland-floodplain lands and areas of existing roads and proposed public roads.
 - e. The plan commission shall approve the establishment of "preserved lands" pursuant to the criteria and development goals set forth in subsection (2)c of this section.
- (2) *Preserved lands.* "Preserved lands" includes portions of the property permanently restricted from any development or use except as consistent with its preservation as agricultural land or as a form of common "preserved lands" for the environmental or recreational benefit of the area.
 - a. *Permanent status.* Any land area claimed in addition to the actual described individual residential lots for credit toward meeting the density factor requirement shall have its status permanently established and guaranteed either by dedication to the public with appropriate covenants running with the land or in private ownership in any form acceptable to and approved by the plan commission by appropriate covenants running with the land including, but not limited to, ownership by developer or ownership by an undivided interest of all lot owners in the development by appropriate covenants running with the land, which covenants shall

permanently restrict the property against any development or use except as is consistent with its preservation as agricultural land or as a form of common "preserved lands" for the environmental or recreational benefit of the area. The official village zoning map shall indicate the "preserved lands" status of any parcel.

- b. *Location.* Any land area claimed in addition to the actual described residential lot for credit toward meeting the density factor requirement shall lie directly contiguous to such lot or part of the contiguous ownership processed for development approval and platting. Developers may not include the surface area of a navigable water body in the area of computation for such credit. For purposes of this section, "contiguous" may encompass lands lying on the opposite side of public rights-of-way, stream channels or water bodies subject to acceptability under the criteria hereinafter set forth and provided that the plan commission shall determine whether a project meets the intent of the contiguous requirement in a given situation.
 - c. *Criteria.* In order to qualify as "preserved lands," any such land must fall in one or more of the following categories of use along with customary and reasonable accessory uses thereto and meet the designated criteria as set forth below:
 - 1. Natural areas such as woods, meadows, marshes, lakes, streams and ponds providing either an environmental amenity or serving a useful ecologic purposes.
 - 2. Agricultural areas, including crop land, pasture, orchards, and tree nurseries contributing to the preservation of the agricultural land resource or contributing to the rural environmental character of the area.
 - 3. Recreational areas such as parks, parkways, green belts, playfields and golf courses provided such use also contributes to the environmental desirability of the area.
- (3) *Development goals.* In order to implement the stated intent of "density" regulation where "preserved lands" will be established, the following goals shall guide the plan commission in granting its approval:
- a. *Preservation of rural character.* Contribute to the preservation of the rural character of the village by encouraging retention of farm fields, pastures, orchards and natural open spaces either as common preserved lands or as farm operations under the preserved lands category. Owners can accomplish this goal by leaving vistas of farming activity along the main village roads, by grouping home sites in farm-like clusters surrounded by fields and pasture or by preserving complete farm operations and transferring the development potential to another area.
 - b. *Preservation of agricultural lands.* Developers should shape and arrange preserved lands designated for agricultural use consistent with practical requirements for carrying on such activity and of justifiable value for agricultural use or as a contribution to the goal of preserving a rural environmental character.
 - c. *Preservation of natural ecologic features.* The village desires to preserve natural features such as water bodies, marshes and woods for their contribution to the maintenance of ecologic balance and as a goal of density regulation. The plan commission should consider this on the basis of the legitimacy of their ecologic value.
 - d. *Preservation of primary environmental corridors.* The developer should attempt to preserve the environmental corridor in its natural state; no development should occur within the primary environmental corridor and, to the greatest extent possible, protected preserved lands should include the environmental corridor.
 - e. *Appropriate relationship of development to the physical character of the site and the surrounding area.* The plan commission should consider whether the development plan for roads, building sites and preserved areas comes from the careful consideration of a most appropriate

relationship to existing terrain conditions, preservation of natural vegetation, suitable capacity for on-site sewage disposal, provision for storm water drainage and retention and the potential impact upon the surrounding area.

- f. *Limit access to main village and county roads.* In order to preserve the rural character as well as the efficiency and safety of the existing main through roads, the village desires to minimize the development of lots strung out along such roads with individual driveway access from each lot. Instead, the village encourages the grouping of lots on interior streets and courts with the road frontage kept in the preserved lands category.
- (4) *Reduction of density factor and minimum lot size requirements.* Where the "ratio of preserved lands," as defined, includes at least 40 percent of the project area, the conservation development requirements of the specific zoning district shall apply.
- (5) Examples for computing residential density in a proposed development.

General Data for this Example

Total Land Area	4,356,000 square feet	(100 acres)
Wetlands	- <u>871,200 square feet</u>	(20 acres)
	3,484,800 square feet	
Existing exterior ROW	- <u>148,104 square feet</u>	(3.4 acres)
Gross developable area	3,336,696 square feet	(76.6 acres)

Assumptions for this example: No primary environmental corridor on site. Roads cannot be used in density or lot area calculations. Round down for allowable lots.

- a. *Standard residential development example.* Note: In this example, the density factor is based on the R-1 district (section 111-347(e)(1)).

Gross developable area	3,336,696 square feet	(76.6 acres)
Proposed right-of-way	- <u>270,072 square feet</u>	(6.2 acres)
Net acres	3,066,624 square feet	(70.4 acres)
R-1 requirement	÷ <u>130,000 square feet</u> per (section 111-347(e)(1))	
Allowable lots = 23 lots	23.58	

- b. *Conservation residential development example.* Note: In this example, the density factor is based on the R-1 district (section 111-347(e)(3)).

- 1. *Determine developable area.*

Gross developable area	3,336,696 square feet	(76.6 acres)
Proposed right-of-way	- <u>270,072 square feet</u>	(6.2 acres)
Developable area	3,066,624 square feet	(70.4 acres)

- 2. *Determine preserved lands (minimum 40 percent of developable area).*

Developable area	3,066,624 square feet	(70.4 acres)
Percentage of preserved lands	<u>x 40% of developable area</u>	
Preserved lands	1,226,650 square feet	(28.2 acres)

3. Determine developable lands.

Developable area	3,066,624 square feet	(70.4 acres)
Preserved lands	<u>-1,226,650 square feet</u>	(28.2 acres)
Developable lands	1,839,974 square feet	(42.2 acres)

4. Determine allowable number of units on-site.

Developable area	3,066,624 square feet	(70.4 acres)
R-1 requirement	<u>÷ 100,000 square feet per (section 111-347(e)(3)a)</u>	
	30.66	
Permitted number of dwelling units	30 (units are rounded down)	

5. Determine average lot size.

Developable lands	1,839,974 square feet	(42.2 acres)
Permitted dwelling units	<u>÷ 30 units</u>	
Average lot area	61,332 square feet	(1.4 acres)

c. Planned development example.

Note: In this example, the density is increased as authorized under section 111-359(c)(5).

1. Determine developable area.

Gross developable area	3,336,696 square feet	(76.6 acres)
Proposed right-of-way	<u>- 361,548 square feet</u>	(8.3 acres)
Developable area	2,975,148 square feet	(68.3 acres)

2. Determine preserved lands (minimum 50 percent of developable area).

Developable area	2,975,148 square feet	(68.3 acres)
Percentage of preserved lands	<u>x 50% of developable area</u>	
Preserved lands	1,487,574 square feet	(34.2 acres)

3. Determine developable lands.

Developable area	2,975,148 square feet	(68.3 acres)
Preserved lands	<u>-1,487,574 square feet</u>	(34.2 acres)
Developable lands	1,487,574 square feet	(34.2 acres)

4. Determine allowable number of units on site.

- (i) The maximum increase in number of units is 50 percent as noted in section 111-359(c)(5)a.
- (ii) Permitted number of dwelling units $23 \times 1.5 = 34$ (units are rounded down).

5. Determine average lot size.

Developable lands	1,487,574 square feet	(34.2 acres)
R-1 requirement	\div <u>34 units</u>	
	30.44	
Average lot size	43,560 square feet	(1.0 acres)

(6) *Minimum lot area.* The "minimum lot area" identifies a minimum area and width requirement for each individual residential lot, based solely upon the dimensions of such lot.

- a. No owner shall erect or relocate any residential structure on a lot of less area or width than hereinafter specified by the regulations of the applicable district, except as specifically authorized and approved within a planned development under section 111-359. The chapter excludes wetland-floodplain lands within privately owned individual residential lots for purposes of meeting the minimum area for a lot, but these lands can remain as part of a private lot and used to meet average width requirements. The non-wetland-floodplain portion of the lot shall measure at least as wide as the specified minimum average width for a distance of at least one-half the length of the lot.
- b. For the purpose of this chapter, the village measures lot area from the base setback line as defined in section 111-431, definition of "setback, base," and as established by section 111-96(a)(2) of this chapter and shall exclude the area between the base setback line and the existing property line ultimately to be included in street.
- c. In determining the minimum average width of a lot, such measurement shall be made by a line perpendicular to the line establishing the average depth of the lot, at any point where one-half the required minimum lot area would fall on each side of such line establishing the minimum average width.
- d. No existing individual residential lot area shall be reduced by any means so as to create a lot of less than the required size or so that the existing offsets, setbacks or lot area would be reduced below that required by the regulations for that district in which such lot is located, except as may be specifically authorized and approved under section 111-359(c)(5).
- e. Where an individual residential lot has less land area or width than required for the applicable district and was of record at the time of the passage of this chapter, or was subsequently legally established under Article IV, such lot may be used for any purpose permitted in such district;

providing, however, that in no case shall the setback, or offset requirements, be reduced except by order of the zoning board of appeals after due hearing, or as otherwise herein provided.

(Ord. No. 31-2015, § 5.1, 10-1-2015)



Building a Better World
for All of Us®

March 4, 2025

RE: Village of Summit
Bark River Conservancy Preliminary Plat
Review
SEH No. 176551 Task 53

Ms. Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Ms. Barrows:

We have reviewed the Preliminary Plat for the Bark River Conservancy development, prepared by Matthew O'Rourke of LandTech Surveying. The Preliminary Plat reviewed is dated 02/26/2025. We have also included the Preliminary Plat mark-ups to aid in the revisions. We offer the following comments:

- 1) Water elevations, including the low- and high-water elevations must be shown for the Bark River.
- 2) Sheet 1 shall be labeled as "Overall Detail"
- 3) The Zoning on adjacent lands must be shown.
- 4) Existing wells and septic systems in the vicinity of the proposed ponds should be shown.
- 5) Vision Corners will be needed.
- 6) Property lines at street intersections shall be rounded with a radius of 15 feet or of a greater radius where the plan commission considers it necessary. The inside radius for the pavement section at all intersections shall be a minimum of 30 feet.

Please do not hesitate to contact me with any questions or comments at 414.949.8919 or kkindred@sehinc.com.

Sincerely,

A handwritten signature in black ink that reads "Keith Kindred".

Keith Kindred, PLS
Principal, Regional Practice Center Leader
(Lic. WI, IL)

btp

x:\p\ts\summ\176551\task 53 - eschweiler - bark river conservancy\corr\review letters\bark river conservancy pre plat review letter_village of summit_2025-03-04.docx

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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PRELIMINARY PLAT BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

OWNER/DEVELOPER:
GENESEE LAKE ROAD, LLC.
JOHN STOKER
N118W18531 BUNSEN DR.
GERMANTOWN, WI 53022
262-252-7100

OWNER LISTED AS
ESCHWEILER ON GIS

ENGINEER:
ELLENA ENGINEERING CONSULTANTS, LLC
MARK ELLENA
700 PILGRIM PARKWAY - SUITE 100
ELM GROVE, WI 53122
262-719-6183

SURVEYOR:
LANDTECH SURVEYING, LLC
JOHN DOWNING
955 LEXINGTON DR.
OCCONGOWOC, WI 53066
262-367-7599

REVIEWING AUTHORITIES:
• VILLAGE OF SUMMIT
• WI DEPARTMENT OF ADMINISTRATION

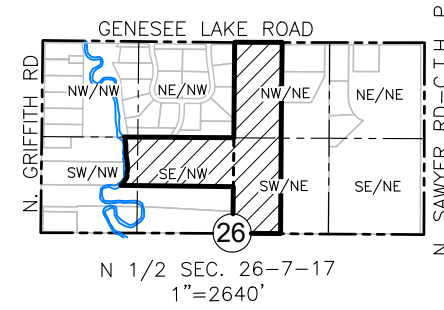
TOTAL PARCEL AREA
INCLUDING AREA TO BE DEDICATED
62.441 ACRES TO C/L OF RIVER
(2,719,914 S.F.)
61.353 ACRES TO MEANDER LINE
(2,672,532 S.F.)
ROAD WAY TO BE DEDICATED
5.093 ACRES (221,856 S.F.)

CURRENT ZONING
A-1, WC, EC

PROPOSED ZONING
R-1 RESIDENTIAL

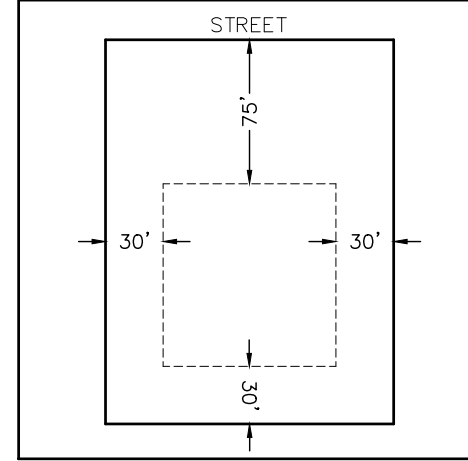
BUILDING LOCATION
• ROAD SETBACK = 75'
• REAR YARD SETBACK = 30'
• SIDE YARD SETBACK = 30'
(SEE LOT 1 FOR DETAIL)

VICINITY MAP



PROPERTY AREA	61.95 ACRES
REQUIRED OPEN SPACE (40%)	61.95 (0.40) = 24.78 AC
GREEN SPACE	35.12 AC (57%)
TOTAL UNPLATTED PEG LANDS	11.14 ACRES
TOTAL WETLANDS AREA	7.50 ACRES
PROPOSED ROADWAY ROW	4.80 ACRES
UNITS ALLOWED IN R-1 (1 UNIT/2.3 ACRES)	61.95 / 2.3 = 26.93 UNITS
UNITS ALLOWED PER EC (1 UNIT/5.0 ACRES)	11.14 / 5.0 = 2.23 UNITS
TOTAL UNITS ALLOWED	16.83 (2.23 + 14.60) UNITS

BUILDING SETBACK DETAIL



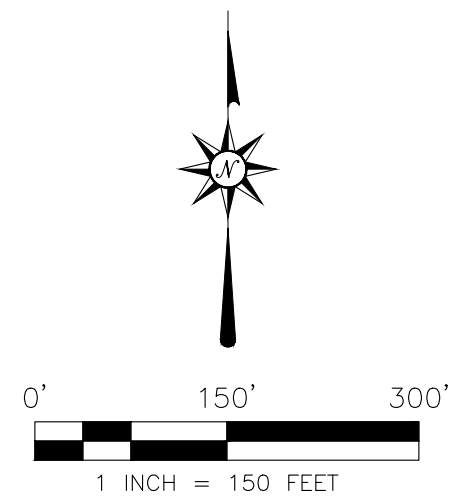
STREET SETBACK = 75'
SIDE YARD SETBACK = 30'
REAR SETBACK = 30'

LOT/BK	SIG/AV/LEV	LOWEST BSMT ELEV (SIG/AV-1)	MIN BSMT ELEV/PERMCP
1	868.5	868.5	868.5
2	868.5	868.5	868.5
3	867.0	868.0	868.0
4	868.7	869.7	869.7
5	868.5	869.5	869.5
6	868.0	869.0	869.5
7	869.0	870.0	870.0
8	868.4	869.4	869.4
9	867.7	868.7	868.6
10	868.8	869.8	869.8
11	867.4	868.4	868.0
12	867.0	868.0	868.0
13	867.0	868.0	868.0
14	868.5	867.5	867.5
15	869.0	870.0	870.0
16	868.8	869.8	869.8
17	868.8	869.8	869.8
18	867.0	868.0	868.0
19	867.8	868.8	868.8

* SIG/AV/LEV DETERMINED FROM AVAILABLE TESTING BY GLENN ENGINEERING STUDIES BY GEO-TECHNOLOGY INC. DATED OCTOBER 18, 2024. THE REPORTS HAVE BEEN SUBMITTED TO THE VILLAGE ENGINEER.

NOTES:

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT NO. 1, 2, 3, 4, AND 5.
- VILLAGE OF SUMMIT SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 3 & 4 SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ALL LOTS HAVE AT LEAST A 180' MINIMUM AVERAGE WIDTH.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0162H, MAP REVISED NOVEMBER 5, 2014.
- THE O.H.W.M. (ORDINARY HIGH WATER MARK) IS AN APPROXIMATE LOCATION DETERMINED BY THE SURVEYOR. IT IS RECOMMENDED THAT THE ZONING ADMINISTRATOR FOR THE MUNICIPALITY APPROVE OR SET THE O.H.W.M. ELEVATION.



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCONSIN 2011) AND REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC. 26-7-17 MEASURED AS N89°28'11" W.

VERTICAL DATUM IS NAVD 88 (GEOID 12A)

WATER ELEVATION AND APPROXIMATE HIGH AND LOW WATER IS REQUIRED

ZONING ON ADJACENT LANDS REQUIRED

OVERALL DETAIL

LEGEND

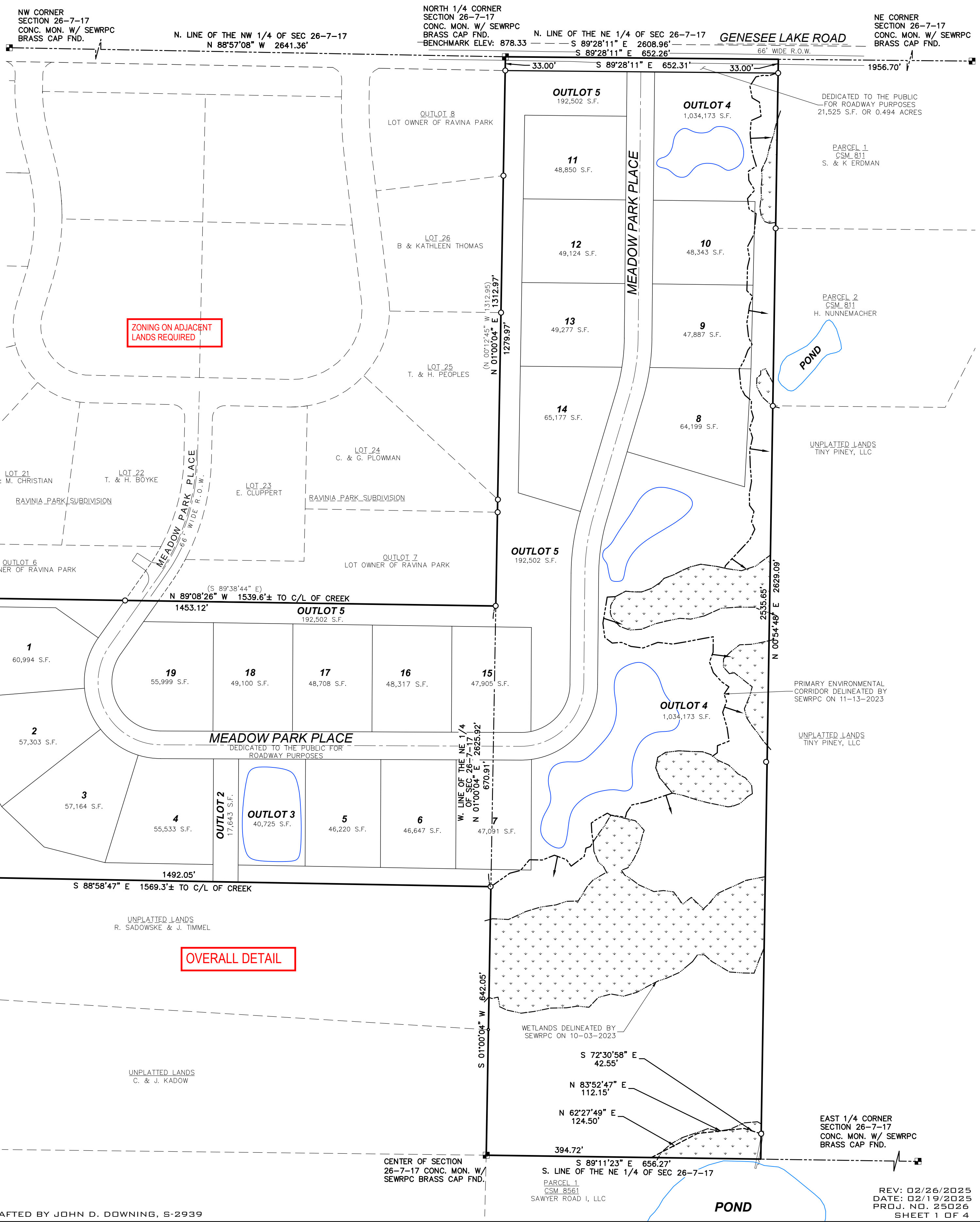
	SECTION CORNER MONUMENT FOUND 3/4 REBAR OR NOTED FOUND 1" IRON PIPE OR NOTED CMCP CULVERT
	DRAIN
	UTILITY POLE
	GUY WIRE
	MARKER POST OR NOTED
	CONTOUR PER GIS
	EXISTING CONTOUR
	UNDERGROUND GAS
	OVERHEAD UTILITY
	SOIL BORE
	HATCH FLOODPLAIN
	P.E.C.
	RECORD DIMENSION
	SOIL TYPE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED: JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939



REV: 02/26/2025
DATE: 02/19/2025
PROJ. NO. 25026
SHEET 1 OF 4

PRELIMINARY PLAT

BARK RIVER CONSERVANCY

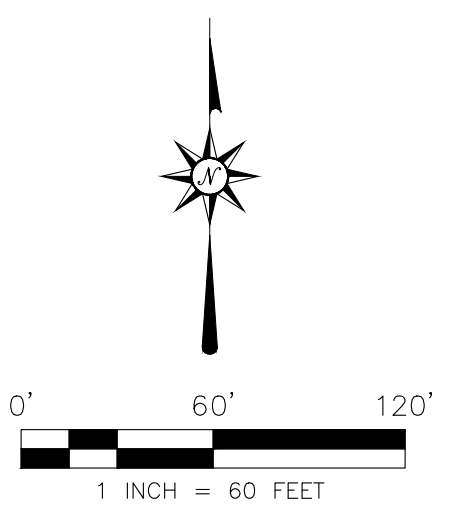
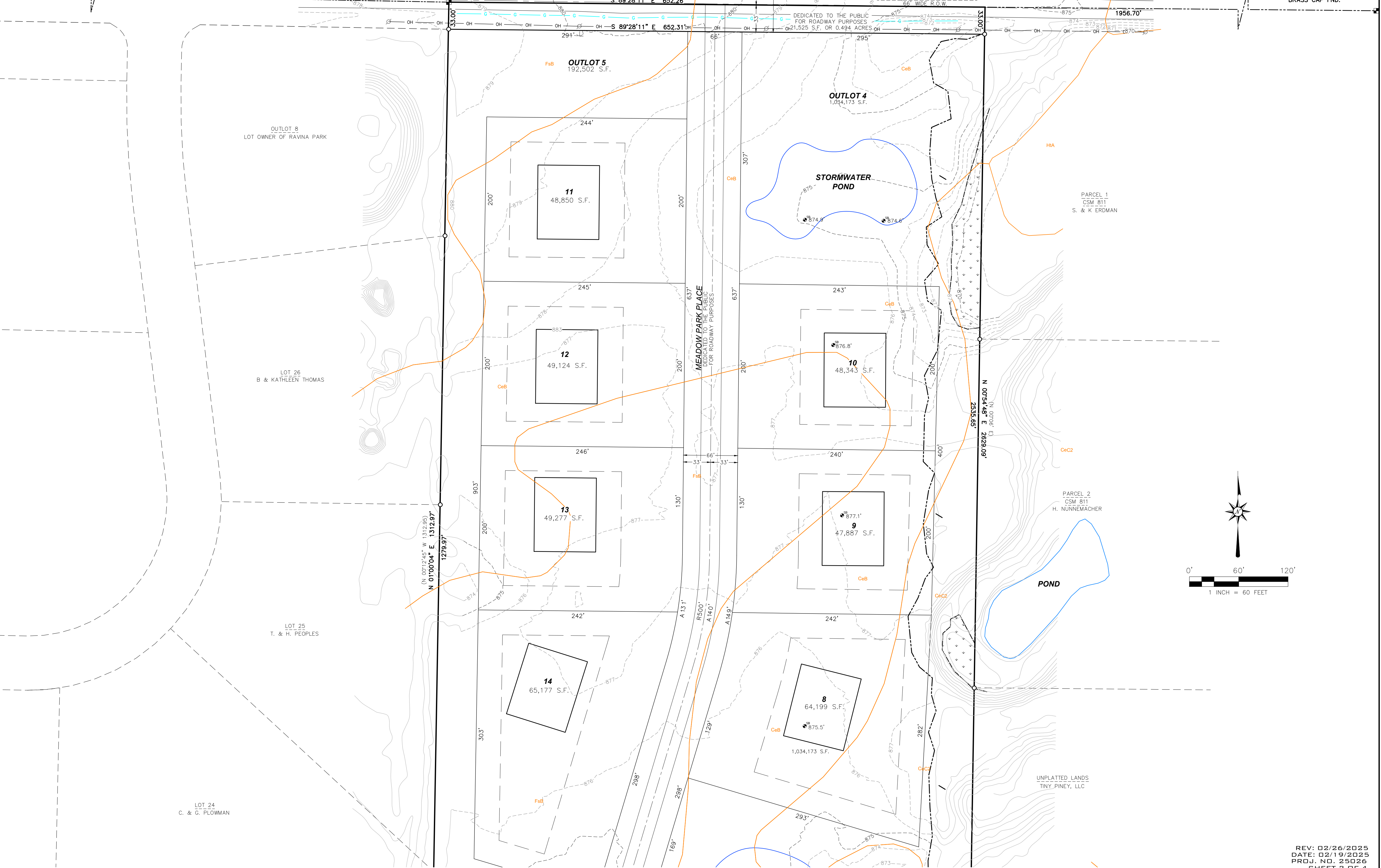
UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

NW CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. 2641.36'

N. LINE OF THE NW 1/4 OF SEC 26-7-17 N 88°57'08" W 2641.36'

NORTH 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. BENCHMARK ELEV: 878.33'

NE CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.



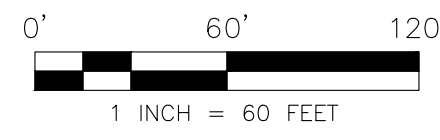
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REV: 02/26/2025 DATE: 02/19/2025 PROJ. NO. 25026 SHEET 2 OF 4

PRELIMINARY PLAT
BARK RIVER CONSERVANCY

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UNPLATTED LANDS
TINY PINEY, LLC



18" CMCP IE: 870.50
15" CMCP IE: 870.23
INLET RIM ELEV. 872.70
15" CMCP IE: 870.41

LOT 23
E. CLUPPERT

LOT 24
C. & G. FLOWMAN

RAVNIA PARK SUBDIVISION

OUTLOT 7
LOT OWNER OF RAVNIA PARK

OUTLOT 5
192,502 S.F.

OUTLOT 4
1,034,173 S.F.

S 89°08'26" E 1539.6± TO C/L OF CREEK
1453.12'

OUTLOT 5
192,502 S.F.

PRIMARY ENVIRONMENTAL
CORRIDOR DELINEATED BY
SEWRPC ON 11-13-2023

OUTLOT 4
1,034,173 S.F.

MEADOW PARK PLACE
DEDICATED TO THE PUBLIC
FOR ROADWAY PURPOSES

W. LINE OF THE NE 1/4 OF SEC. 26-7-17
N 01°00'04" E 2625.92'

STORMWATER
POND

WETLANDS DELINEATED BY
SEWRPC ON 10-03-2023

OUTLOT 4
1,034,173 S.F.

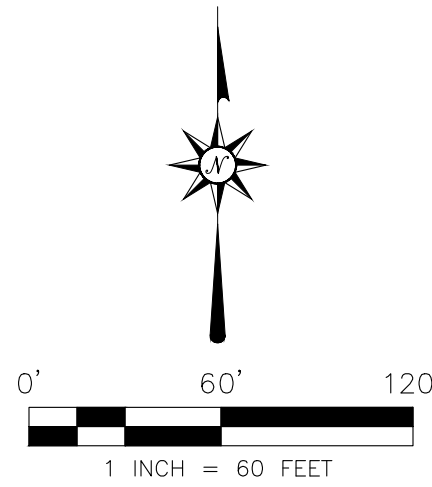
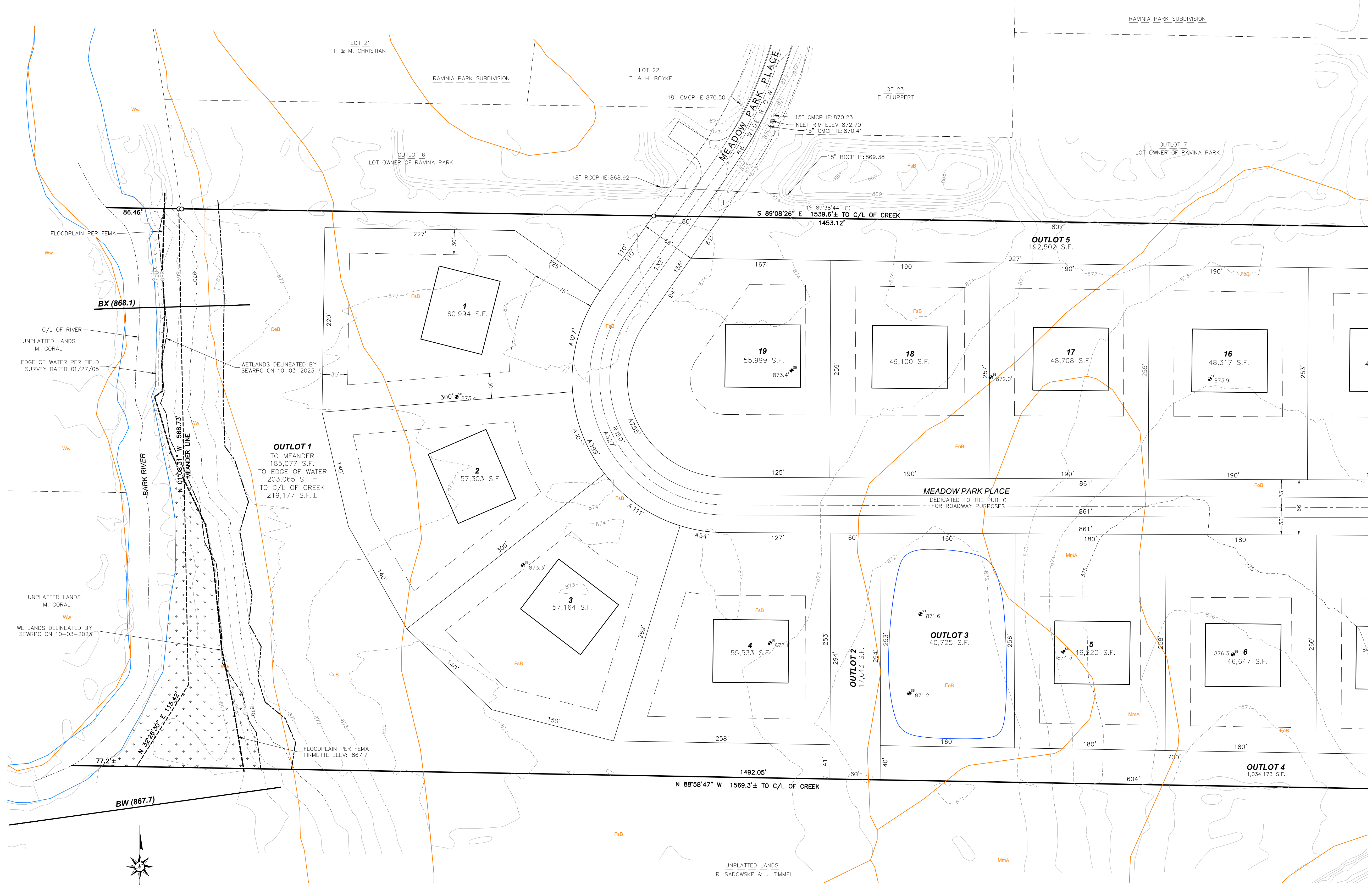
N 88°58'47" W 1569.3± TO C/L OF CREEK

UNPLATTED LANDS
R. SADOWSKE & J. TIMMEL

REV: 02/26/2025
DATE: 02/19/2025
PROJ. NO. 25026
SHEET 3 OF 4

PRELIMINARY PLAT
BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



UNPLATTED LANDS
 R. SADOWSKE & J. TIMMEL



Building a Better World
for All of Us®

March 7, 2025

RE: Village of Summit
Bark River Conservancy Storm Water
Management and Grading Plan Review
SEH No. 176551 Task 53

Ms. Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Ms. Barrows:

We recently received storm water management and grading plans for the Bark River Conservancy development located in the Village of Summit. Nineteen lots are proposed for this single-family residential development, located east and south of the existing Ravinia Park Subdivision, with access off both Genesee Lake Road and Meadow Park Place. Both plans have been prepared by Ellena Engineering Consultants and dated February 20, 2025. The plans appear to be preliminary; more detail is needed to provide a full review. Only a grading plan has been provided so far to accompany the storm water management plan. A full set of construction plans, including plan & profile sheets for the roadways, EC plan and detail will need to be submitted to do a full comprehensive review.

Based on the information provided, it appears that adequate area has been set aside to address the Village and State's storm water requirements but many revisions are needed for both the storm water and grading plan that will affect the plan results, so no approvals should be implied but the plans do provide enough supporting evidence to be comfortable moving forward with the concept proposed. The comments provided are mostly generalized since the plans are missing much of the needed detail to do a thorough review. A plan mark-up is included with the review to help the project engineer revise the plans and provide the necessary detail.

Storm Water Management Plan

- 1) The transmittal letter, and accompanying summary, describes that the plan includes infiltration but later in the letter a request is made to make infiltration exempt. The soils information provided does not cover the areas where the storm water management facilities are proposed and need to be provided before any determination of exemption is considered. It appears from the soils information provided, there are areas that seasonal groundwater may not interfere with promoting infiltration.
 - Additional soils information needs to be provided, at least two test pits within the proposed stormwater facilities need to be conducted that extend at least 15 feet below the surface or at least to a depth where groundwater or bedrock is experienced.
- 2) For the existing conditions calculations and modeling, the existing land use appears to be agricultural, and the curve number used should represent that. For the sheet flow portion of the Tc calculations, a more appropriate manning's coefficient should be used for agricultural land use. The flow paths chosen should be verified, as there appears to be paths that are longer that were not used. The slopes used should be verified.

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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- 3) For proposed conditions, the manning's coefficient for sheet flow portion of Tc calculations should be adjusted to better reflect the type of likely vegetation, typically a dense grass coefficient is more appropriate in WI.
- 4) The delineated drainage areas on the proposed drainage map need to be identified/labeled.
- 5) For the drainage area that includes lots 8-10, the flow path lines do not appear to be connected.
- 6) In the summary, it states that an emergency overflow path design was considered, the path should be shown on this plan.
- 7) There appear to be a few low areas/kettles on-site, or straddling the property line with Ravinia Park lots, an assessment needs to be provided, under frozen conditions, to verify the lots are not susceptible to flooding. An overflow path needs to be designed to avoid flooding and pads set high enough to avoid potential flooding. This appears to occur behind lots 13-18, there appears to be two separate low areas that should be assessed.
- 8) It's not clear from the pond design information included in HydroCAD how the pretreatment cells function. The WinSLAMM input appears to utilize small orifices and an overflow weir but the grading plan provided does not show it being built in this manner. More detail will need to be provided to better review the design versus the modeling for consistency and functionality.
- 9) More off-site contour labels should be provided on all the maps, and grading plan, to help determine drainage patterns. Adequate labels are provided internally.
- 10) The proposed drainage map should show where the low flow outlet pipe and Basin PR4 drain to.
- 11) For WinSLAMM modeling:
 - Areas that are not being managed by BMPs need to be included in the water quality calculations to determine the overall site removal/reduction rate.
 - Verify the street width in the land use calculations, they should be consistent with the Village's typical street section and consistent with each other.
 - For the grass swale control practices, it's assumed that the roadside swales are being modeled, as such, the percent of the runoff from the drainage area should not be set at 100%, as there is backyard runoff and the area of the basin itself that isn't being directed the control practice (applicable for all the areas modeled as such). The average swale length should also be adjusted since the full swale length wouldn't be utilized for the full area being analyzed.

Grading Plan

- 12) For lots 1, 2 and 4, the 879-foot contour is missing in front of the pad.
- 13) For lot 19, the 879-foot contour should be eliminated based on the proposed YG.
- 14) Many contours are missing on the backside of lots and need to be checked.
- 15) In general, proposed contours need to be closed out and tied to the existing contours on the backside of lots and when transitioning to the existing Ravinia Park subdivision roadway.
- 16) There are several areas where it appears backyard drainage is too flat as shown, such as behind lot 3, lot 8, lot 1, and potentially lots 18 & 19.
- 17) All the pads are shown being setback about 30-feet from the building setback line. It appears this is being done to help limit the driveway slope. It's unclear if the lot owner will be required to build the home at this setback or what will ensure the location where it's shown?
- 18) There are a few sideyards that appear to be shown at an extreme slope, well steeper than the preferred 4:1 slope and exceedance of the maximum 3:1 slope.
- 19) Using yellow for leaders and lettering should be avoided since it's difficult to see on the sheet.
- 20) Proposed wells and septic areas need to be shown, along with the storm water basin setbacks. Existing wells and septic areas on adjacent existing lots also need to be shown to verify proper setbacks are being met.

Ms. Amy Barrows
March 7, 2025
Page 3

General Comments

- 1) A Village SW & EC plan will be required.
- 2) A long-term SWMA will be required.
- 3) A Developer's Agreement will be required.
- 4) A financial guarantee will be required.
- 5) Once more detail and the required plan sheets are provided, a more thorough review of the plan set will be provided.

Please do not hesitate to contact me with any questions or comments at 414.949.8950 or bpehl@sehinc.com.

Sincerely,



Brian Pehl, PE
(Lic. WI)

CC: Kamron Nash, Village Public Works Director
Mark Ellena, Ellena Engineering Consultants, LLC
Dean Frederick, Technical Engineering Consultants LLC

btp



Bark River Conservancy

VILLAGE OF SUMMIT

--PROPOSED DEVELOPMENT ON THE ESCHWEILER PROPERTY--

FEBRUARY, 2025

General Location:	Approximately 1 mile East of Summit Ave (Hwy 67) & ½ mile West of Sawyer Road (CTH P) on the south side of Genesee Lake Road
Site Size:	62.44 Acres
Current Zoning:	A-1 Agriculture
Proposal:	To create a 19 lot single family conservation subdivision with residential lots averaging 52,303 square feet in size with buffering outlots and environmental protections
General Character:	This will be a community of architecturally controlled single family homes on single family homesites in harmony with our neighbors
Building Restrictions:	Preliminary building restrictions state the minimum size of the homes will be as required by the village zoning code, or greater, and similar to Ravina Park
River Greenway:	We are coordinating with Waukesha County for the inclusion of the Waukesha County Greenway Project for the Bark River corridor. An easement(s) will be conveyed to protect the woodlands, wetlands, and floodplain
Density Calculations:	See attached site "data sheet"
Drainage:	Storm water control and water quality management will be accomplished through multiple stormwater management areas within Outlots 3 & 4
Timing:	If approval is granted on a timely basis, construction would begin in Summer, 2025. The development will be constructed in one phase
Synopsis:	We are delighted to bring forth an extraordinary proposed development plan for an exceptional residential community that also advocates for the preservation of environmentally sensitive area and the creation of open spaces

PRELIMINARY PLAT BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

OWNER/DEVELOPER:
GENESEE LAKE ROAD, LLC
JOHN STOKER
N118W18531 BUNSEN DR.
GERMANTOWN, WI 53022
262-252-7100

ENGINEER:
ELLENA ENGINEERING CONSULTANTS, LLC
MARK ELLENA
700 PILGRIM PARKWAY - SUITE 100
ELM GROVE, WI 53122
262-719-6183

SURVEYOR:
LANDTECH SURVEYING, LLC
JOHN DOWNING
955 LEXINGTON DR.
OCCONGOWOC, WI 53066
262-367-7599

REVIEWING AUTHORITIES:
• VILLAGE OF SUMMIT
• WI DEPARTMENT OF ADMINISTRATION

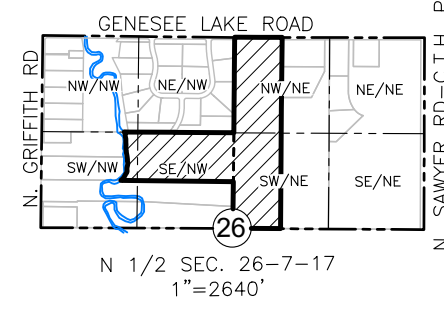
TOTAL PARCEL AREA
INCLUDING AREA TO BE DEDICATED
62.441 ACRES TO C/L OF RIVER
(2,719,914 S.F.)
61.353 ACRES TO MEANDER LINE
(2,672,532 S.F.)
ROAD WAY TO BE DEDICATED
5.093 ACRES (221,856 S.F.)

CURRENT ZONING
A-1, WC, EC

PROPOSED ZONING
R-1 RESIDENTIAL

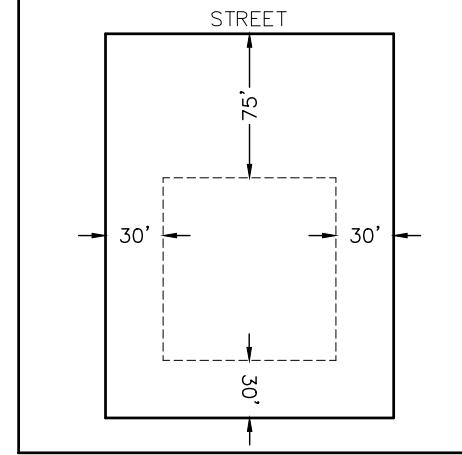
BUILDING LOCATION
• ROAD SETBACK = 75'
• REAR YARD SETBACK = 30'
• SIDE YARD SETBACK = 30'
(SEE LOT 1 FOR DETAIL)

VICINITY MAP



PROPERTY AREA	61.95 ACRES
REQUIRED OPEN SPACE (40%)	61.95 (0.40) = 24.78 AC
GREEN SPACE	35.12 AC (57%)
TOTAL UNPLATTED PEG LANDS	11.14 ACRES
TOTAL WETLANDS AREA	7.50 ACRES
PROPOSED ROADWAY ROW	4.80 ACRES
UNITS ALLOWED IN R-1 (1 UNIT/2.3 ACRES)	61.95 / 2.3 = 26.93 UNITS
UNITS ALLOWED PER EC (1 UNIT/5.0 ACRES)	11.14 / 5.0 = 2.23 UNITS
TOTAL UNITS ALLOWED	16.83 (2.23 + 14.60) UNITS

BUILDING SETBACK DETAIL



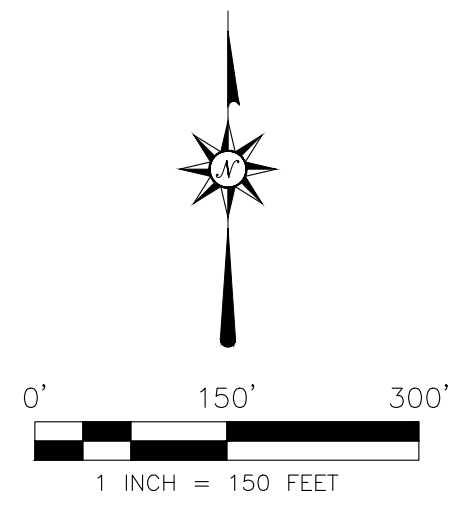
STREET SETBACK = 75'
SIDE YARD SETBACK = 30'
REAR SETBACK = 30'

LOT/BK	SIGMA/LEVEL	LOWEST BSMT ELEV (SIGMA-1)	MIN BSMT ELEV/PERMCP
1	868.5	868.5	868.5
2	868.5	868.5	868.5
3	867.0	868.0	868.0
4	868.7	869.7	869.7
5	868.5	869.5	869.5
6	868.0	869.0	869.5
7	869.0	870.0	870.0
8	868.4	869.4	869.4
9	867.7	868.7	868.6
10	868.8	869.8	869.8
11	867.4	868.4	868.0
12	867.0	868.0	868.0
13	867.0	868.0	868.0
14	868.5	867.5	867.5
15	869.0	870.0	870.0
16	868.8	869.8	869.8
17	868.8	869.8	869.8
18	867.0	868.0	868.0
19	867.8	868.8	868.8

* SIGMA/LEVEL DETERMINED FROM AVAILABLE TESTING BY GLENN ENGINEERING STUDIES BY GEO-TECHNOLOGY INC. DATED OCTOBER 18, 2024
THE REPORTS HAVE BEEN SUBMITTED TO THE VILLAGE ENGINEER

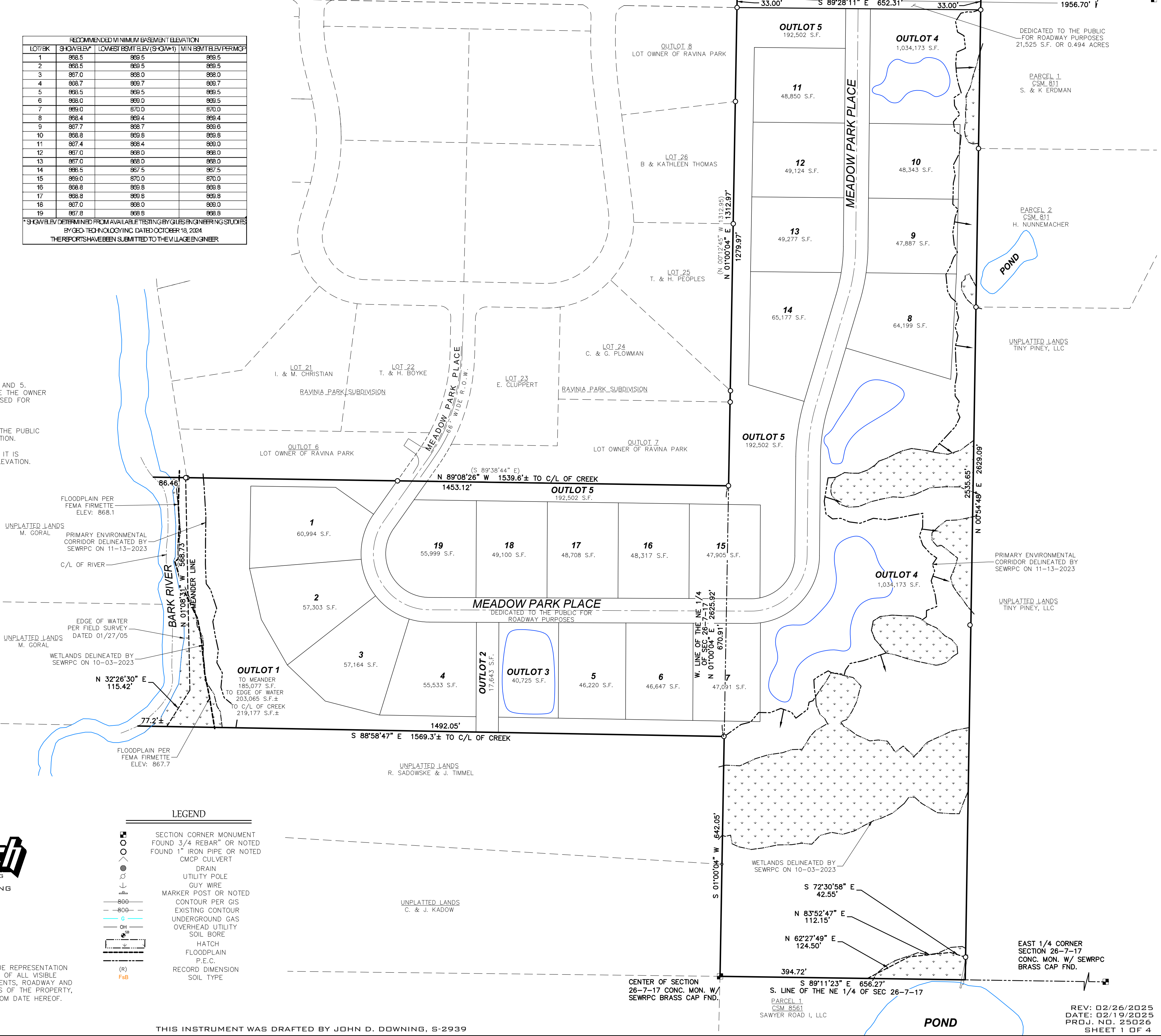
NOTES:

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT NO. 1, 2, 3, 4, AND 5.
- VILLAGE OF SUMMIT SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 3 & 4 SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ALL LOTS HAVE AT LEAST A 180' MINIMUM AVERAGE WIDTH.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
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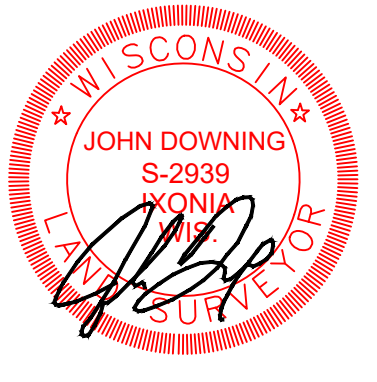
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VERTICAL DATUM IS NAVD 88 (GEOID 12A)

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N. LINE OF THE NW 1/4 OF SEC 26-7-17 N 88°57'08" W 2641.36'
N. LINE OF THE NE 1/4 OF SEC 26-7-17 S 89°28'11" E 2608.96' S 89°28'11" E 652.26'
GENESEE LAKE ROAD 66' WIDE R.O.W. 1956.70'



LEGEND

- SECTION CORNER MONUMENT FOUND 3/4 REBAR OR NOTED FOUND 1" IRON PIPE OR NOTED CMCP CULVERT
- DRAIN
- UTILITY POLE
- GUY WIRE
- MARKER POST OR NOTED
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- RECORD DIMENSION
- SOIL TYPE



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SIGNED: JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

CENTER OF SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

S. LINE OF THE NE 1/4 OF SEC 26-7-17 S 89°11'23" E 656.27'
S. LINE OF THE NE 1/4 OF SEC 26-7-17 S 89°28'11" E 2608.96'

EAST 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.

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SHEET 1 OF 4

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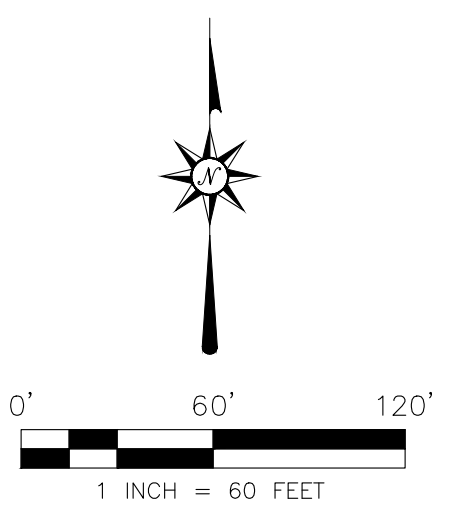
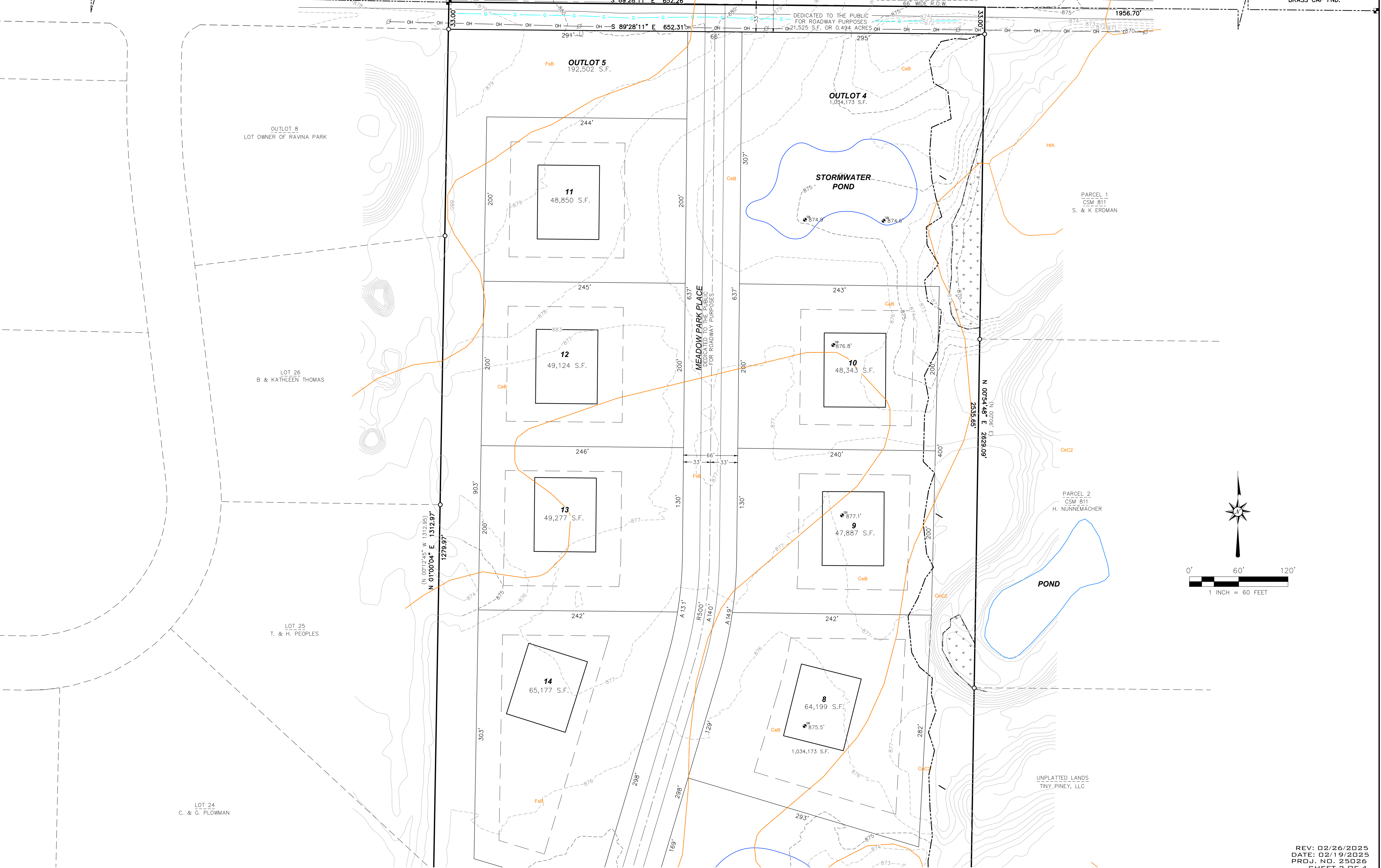
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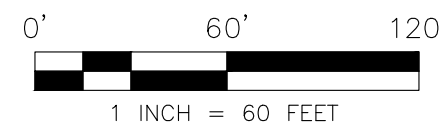
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PRELIMINARY PLAT
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S 89°08'26" E 1539.6± TO C/L OF CREEK
1453.12'

OUTLOT 5
192,502 S.F.

19
55,999 S.F.

18
49,100 S.F.

17
48,708 S.F.

16
48,317 S.F.

15
47,905 S.F.

MEADOW PARK PLACE
DEDICATED TO THE PUBLIC
FOR ROADWAY PURPOSES

PRIMARY ENVIRONMENTAL
CORRIDOR DELINEATED BY
SEWRPC ON 11-13-2023

OUTLOT 4
1,034,173 S.F.

4
55,533 S.F.

OUTLOT 2
17,643 S.F.

OUTLOT 3
40,725 S.F.

5
46,220 S.F.

6
46,647 S.F.

7
47,091 S.F.

OUTLOT 4
1,034,173 S.F.

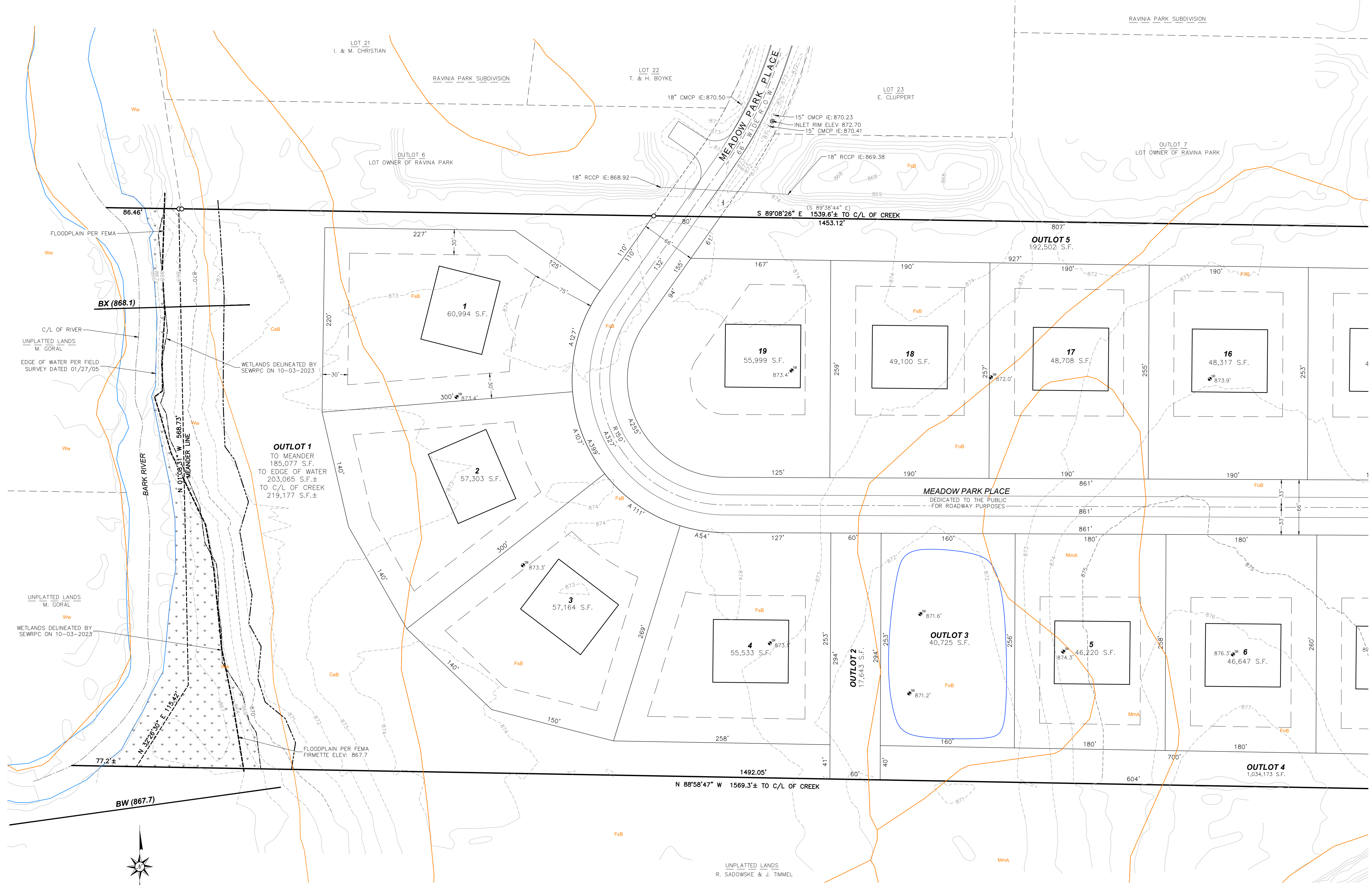
N 88°58'47" W 1569.3± TO C/L OF CREEK

UNPLATTED LANDS
R. SADOWSKIE & J. TIMMEL

REV: 02/26/2025
DATE: 02/19/2025
PROJ. NO. 25026
SHEET 3 OF 4

PRELIMINARY PLAT
BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



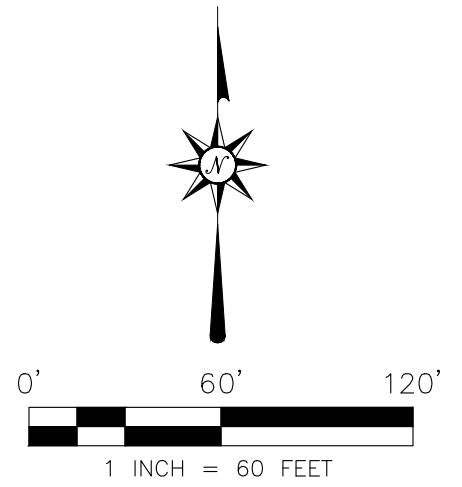
FLOODPLAIN PER FEMA
 UNPLATTED LANDS
 M. GORAL
 EDGE OF WATER PER FIELD SURVEY DATED 01/27/05

OUTLOT 1
 TO MEANDER
 185,077 S.F.
 TO EDGE OF WATER
 203,065 S.F.±
 TO C/L OF CREEK
 219,177 S.F.±

UNPLATTED LANDS
 M. GORAL
 WETLANDS DELINEATED BY
 SEWRPC ON 10-03-2023

FLOODPLAIN PER FEMA
 FIRMETTE ELEV: 867.7

UNPLATTED LANDS
 R. SADOWSKE & J. TIMMEL



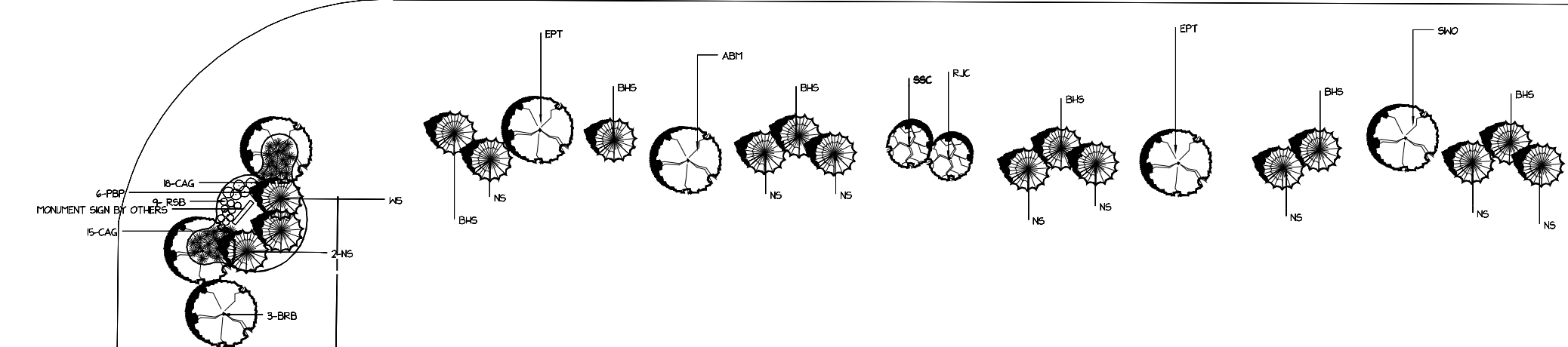
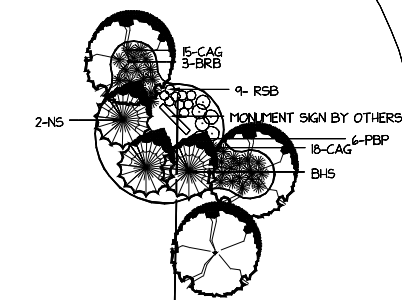
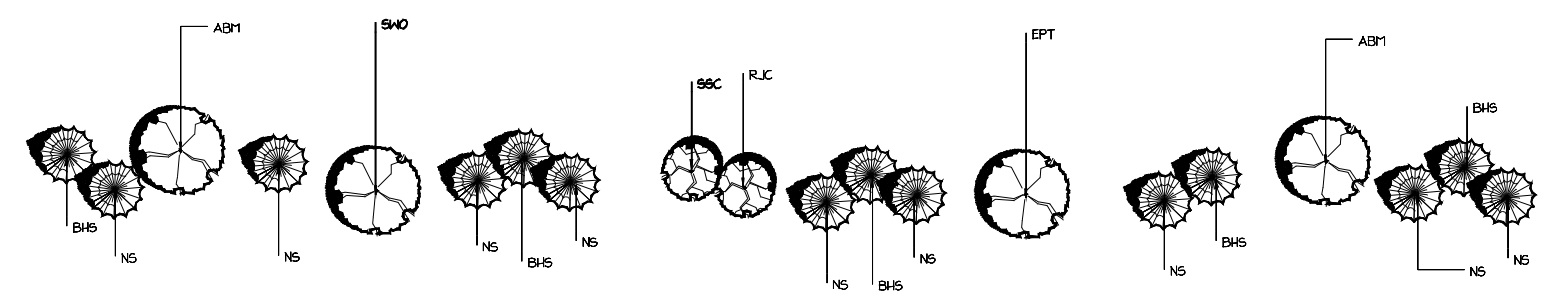
GENESEE LAKE ROAD

OUTLOT 5

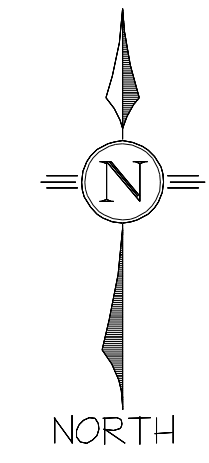
OPEN
SPACE

BASIN PR7

NURSERY STOCK LEGEND		
TREES:		
QTY.	CODE	SPECIES
6	BRB	BETULA, HERITAGE RIVER BIRCH, MULTI-STEM
3	ABM	ACRE, AUTUMN BLAZE MAPLE
2	R-JC	MALLUS, RED JEWEL CRABAPPLE, MULTI-STEM
6	SSC	MALLUS, SPARKLING SPRITE CRABAPPLE
3	EPT	PLATANUS, EXCLAMATION PLANETREE
2	SWO	QUERCUS, SWAMP WHITE OAK
21	NS	NORWAY SPRUCE
13	BHS	BLACK HILLS SPRUCE
SHRUBS:		
QTY.	CODE	SPECIES
12	PBP	POTENTILLA, PINK BEAUTY
GRASSES:		
QTY.	CODE	SPECIES
66	CAG	GALAMAGROSTIS, AVALANCHE GRASS
GRASSES:		
QTY.	CODE	SPECIES
18	RSB	RUDBECKIA, SUMMER BLAZE



Note: This plan is the sole property of M.J.S. Landscaping. All trees and shrubs are to be used in accordance with the contract.



FRONT ENTRANCE LANDSCAPING
BARK RIVER CONSERVANCY

DATE 3.6.25
SCALE 1"=40'
DRAWING # D-FALLA

Document Number	<p align="center">DECLARATION OF RESTRICTIONS AND COVENANTS</p> <p align="center">Document Name</p>	
		<p>Recording Data</p> <p>Name and Return Address Joe A. Goldberger North Shore Legal 13460 N. Silver Fox Drive Summit, Wisconsin 53097</p>
		<p>Tax Key No. SUMT 0678996</p>

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

BARK RIVER CONSERVANCY

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
BARK RIVER CONSERVANCY
SUMMIT, WISCONSIN**

This Declaration is made this ___ day of _____, 2025 by Genessee Lake Road, LLC, a Wisconsin limited liability company (hereinafter the “Developer”).

RECITATIONS

WHEREAS, Developer owns the lands located in the Village of Summit, Waukesha County, Wisconsin, described on Exhibit A attached hereto (the “Subdivision”); and

WHEREAS, the Developer has caused the final plat of Bark River Conservancy (the “Subdivision”), to be platted and recorded as a subdivision consisting of nineteen (19) lots, and certain Common Areas hereafter defined; and

WHEREAS, Developer desires to subject the residential lots as platted within the Subdivision, as well as all other portions of the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner for the purpose of creating a desirable use of the land within the Subdivision in an aesthetically pleasing residential environment;

DECLARATION

NOW THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors, users and owners in interest.

DEFINITIONS; PURPOSE & USE RESTRICTIONS

1.01 DEFINITIONS.

- a) “Architectural Board,” “Board,” or “Board of Directors” shall mean the officers of the Association appointed or elected in accordance with Section 3 of this Declaration who shall serve as members of the Architectural Board and shall operate and manage the Association as a Board of Directors. The term “Board” as used herein, shall refer to each of the Architectural Board and the Board of Directors.

- b) “Assessment” shall mean any General or Special Assessment as provided for in this Declaration.

c) “Association” shall mean Bark River Conservancy Homeowners Association, Inc. a nonprofit, non-stock homeowner’s association, which shall be created pursuant to this Declaration and the laws of the State of Wisconsin.

d) “Bylaws” shall mean the bylaws of the Association, as amended from time to time.

e) Intentionally omitted.

f) “Common Area” or “Common Areas” shall mean any outlot, Walking Paths (as defined hereinafter) or other area within the Subdivision which is not a Lot as identified in this Declaration or on the subdivision plat, and includes, without limitation, all such areas and improvements thereto which may be conveyed by the Developer to the Association and any dedicated Street or other dedicated area for which the Village has not assumed responsibility for maintenance. Fee title to all Common Areas shall vest in the Association upon its formation by execution and filing of the Articles of Incorporation and no further conveyancing document shall be necessary to vest title to the Common Areas in the Association.

g) “Declaration of Restrictions” shall mean the Bark River Conservancy Declaration of Covenants Restrictions as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

h) “Detention Ponds” mean the detention ponds located on Outlots, 3, 4 ~~and 5~~ as depicted on the plat of Bark River Conservancy.

i) “Developer” shall mean Genessee Road, LLC, a Wisconsin limited liability company.

j) “Developer Landscaping” shall mean all landscaping performed by the Developer on or with respect to the Common Areas, Outlots and to certain Lots in the Subdivision.

k) “Development Agreement” shall mean the Subdivider’s Agreement entered into between Developer and the Village (as hereinafter defined) recorded as Document No. _____ and a copy of which is on file with the Village Clerk of the Village of Summit.

l) “Family” shall mean one or more persons who are living, sleeping, cooking and eating on the premises as a single housekeeping unit but shall exclude any person or group of persons occupying such premises where three or more of such persons (other than household employees) are not related by blood, marriage or adoption.

m) “Home” shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

n) “Lot” shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time. The term “Lot” does not include any other Common Area or Outlot.

- o) "Lot Owner," "Lot Owners", "Co-Owners" or "Owner" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees if in possession, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.
- p) "Outlots" mean the outlots as identified on the plat of Bark River Conservancy
- q) "Property" shall include a Lot and all improvements thereto.
- r) ~~"Roadway" shall mean the private, common driveway providing access to the Subdivision from Farmdale Road and to each Lot.~~
- s) "Section" shall mean all those provisions within a numbered heading of this Declaration.
- t) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: buildings, outbuildings, sheds, tents, booths, garages, car-ports, above ground storage facilities, parking areas, exterior lighting or electric fixtures, antennas, towers, poles or bug control devices; fences, retaining or other walls, fountains, above or in-ground swimming or wading pools; plantings; driveways, sidewalks or walkways; pet kennels or run lines, screened or other types of porches, patio or gazebos, tree houses or other exterior play equipment including skateboard ramps, any and all forms of landscaping, and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and concealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.
- u) "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Village.
- v) "Village" shall mean the Village of Summit, Waukesha County, Wisconsin.
- w) "Walking Paths" mean the mowed walking paths located throughout the Subdivision and as shown on the plat of Bark River Conservancy.

1.02 GENERAL PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive and safe residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of certain open spaces and Common Areas within the Subdivision; to help assure the best use and most

appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, Structures, and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential Structures with appropriate locations on the Lots; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, Structures and other Improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential Property within the Subdivision.

1.03 INTERPRETATION

It is expected that the enforcement of this Declaration of Restrictions and its provisions will, from time to time, be subject to interpretation. In those instances where an interpretation of the provisions of this Declaration of Restrictions is required because there is no definitive rule or procedure to be followed, or because this is a question regarding an intangible concept, for example the determination of whether a proposed Structure is “harmonious” or “aesthetically pleasing”, the interpretation shall be made by the Architectural Board and that interpretation shall be binding upon the Lot Owner.

1.04 GENERAL RESTRICTIONS ON USE OF LOTS AND HOMES.

a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone and permitted by the Zoning Code of the Village for Lots in single family residential zoning districts. The term “residential purposes” shall include only those activities necessary for or normally associated with the use and enjoyment of a building designed as a dwelling for one family as a place of residence and limited recreation.

b) Only one Home may be constructed on each Lot and no garage, tent, or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for Family members or guests without the prior written approval of the Board.

c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot, and if not so maintained, the Association may perform yard maintenance, charge the costs there to the Lot Owner and levy as a Special Assessment against the Lot. Developer may but, shall not be obligated to improve any areas of the subdivision with grass or plantings or to cut grass or foliage growing in a natural environment. ~~Notwithstanding the foregoing, the Lot Owner is permitted to leave some portions of the Lot in a natural state, provided however, that the Lot Owner shall be required to improve the front yard with mowed and maintained lawn and/or landscape beds, the side yard adjacent to the home to a distance from not less than 75’ from the furthest protrusion of the home on the Lot. The rear yard may be maintained in a natural state, however, low mow grass or maintained~~

~~wildflower plantings are strongly encouraged. The Lot Owner shall be required to maintain a mowed area to a distance 6' from the inside edge of the perimeter fencing at the rear of the Lot.~~

d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Property, nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

e) Each Lot and the Improvements constructed thereon shall be used in compliance with all the provisions of this Declaration.

1.05 USE AND MAINTENANCE OF COMMON AREAS: IMPROVEMENTS IN RIGHT OF WAYS.

a) All Common Areas shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved by the Association (which approval, if given, may be revoked at any time).

b) Any signs, monuments, structures or systems constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association.

c) The Association shall maintain all Common Areas so as to be neat and attractive in appearance. No Lot Owner shall erect any structure or improvement in the Common Areas.

~~d) The Association shall maintain the Roadway, including snow removal, maintenance and repairs.~~

1.06 RESTRICTIONS ON USE OF TRUCKS, TRAILERS, BOATS AND RECREATIONAL VEHICLES.

Recreational Vehicles (which shall include snowmobiles, trail bikes, travel trailers, vans, motor homes, dune buggies and other off-street motorized vehicles of any kind), trucks and motorcycles shall not be parked, kept or stored on any Common Area or undeveloped area of the Subdivision, nor shall any such Recreational Vehicle, truck or motorcycle be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Recreational Vehicles and motorcycles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

1.07 ANIMALS AND PETS.

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other normal household pets (as may be approved by the Board from

time to time) may be kept so long as they are not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

1.08 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage prior to prompt collection in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if approved by the Board and if such burning is in compliance with local ordinances.

1.09 DEVELOPER LANDSCAPING: EASEMENTS: MAINTENANCE BY LOT OWNERS.

In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, Developer has and will install substantial landscaping improvements. The Developer Landscaping may but, is not required to include various hedge and screen plantings, berms, trees, shrubbery, entrance landscaping and monuments or signs, and related landscaping which are to be constructed and/or planted by the Developer on certain Lots and Common Areas in the Subdivision.

- a) This Declaration hereby grants an easement upon, across, over and through all of the Lots and Common Areas of the Subdivision, for the purpose of allowing Developer and its agents ingress and egress in order to accomplish the construction or planting of any of the Developer Landscaping. This easement shall terminate upon the Developer's delivery of a certificate of completion to the Association, indicating that all work on the Developer Landscaping has been completed.
- b) Each Lot Owner shall be responsible for maintaining and repairing the Developer Landscaping, (if any), which has been constructed or planted on such Owner's Lot. Such responsibility shall include, but not be limited to, the seeding, watering, and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery to maintain the Developer Landscaping. In the event a Lot Owner is unable or unwilling to maintain or repair the Developer Landscaping, the Association and its agents shall have the right to enter upon said Lot to replace, repair and maintain the Developer Landscaping. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to replace, repair and maintain Developer Landscaping. The Association shall thereafter have the right, pursuant to the provisions of Section ~~4.09~~ hereof, to levy a Special Assessment against the Lot Owner involved for the costs of such replacement, maintenance and repairs performed by the Association.
- c) The Association shall be responsible for maintaining and repairing the Developer

Landscaping constructed and or planted on Common Areas. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the maintenance of all fences located at the perimeter of each Lot, including access on the each Lot adjacent to the perimeter fences for purposes of allowing access thereto, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Common Area landscaping in an attractive condition. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Common Areas, Detention Ponds and Walking Paths. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to Section 4.09 hereof.

d) All easements and rights described in this Section are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

CONSTRUCTION OF IMPROVEMENTS – ARCHITECTURAL CONTROL

2.0 ARCHITECTURAL CONTROL.

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed, altered or maintained on any Lot in the Subdivision without the approval of the Architectural Board. For any undertaking requiring the approval of the Architectural Board, three sets of plans [including construction plans with roof, siding and trim colors, site plans, grading plans (where necessary) and landscaping plans, including driveway location] shall be submitted to the Architectural Board. If and when plans are approved, two sets of the approved plans shall be signed, dated and returned by the Architectural Board to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Architectural Board may be noted as an exception to the approval on the plans and detailed in a letter to the Lot Owner. The Architectural Board may also request that revisions be first made to the plans by the owner's agent before approval is given. Once the Architectural Board has granted approval, all such approved plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved, in writing, by the Architectural Board. The Architectural Board shall consist of one to three members, appointed by the Developer, until such time as a single-family home has been constructed on each Lot. Thereafter, the number of and members of the Architectural Board shall be determined by the Association.

In approving or disapproving proposed plans and specifications, the Architectural Board may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, its harmony with surrounding buildings, its proposed location on any Lot, the view from other properties in

the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and the impact of the proposed plans on other Lots in the Subdivision. The Architectural Board shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or in furtherance of the intent of these restrictions. Any determination of the Architectural Board shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Architectural Board shall not be liable for actions taken, plans approved or disapproved, provided such acts or decisions are made in good faith.

ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, MAINTAINED OR ALTERED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. The Developer and/or the Architectural Board shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes and/or which fail to properly handle site drainage. It is the sole responsibility of the Lot Owner to determine compliance with all applicable zoning and building codes and to obtain all necessary governmental and quasi-governmental approvals prior to the commencement of construction. The Lot Owner shall obtain the approval of the Architectural Board prior to seeking governmental approvals and, in the event that such governing authority requires changes to plans subsequent to approval by the Architectural Board, such changes shall require the written approval of the Architectural Board prior to the commencement of construction.

It is specifically intended that the architectural provisions herein set forth shall provide for the compatibility of architectural styles amongst the various homes that are in close visual proximity, while at the same time avoiding the monotony caused by the duplication of styles. Toward this end, the Architectural Board may evaluate and approve the use of a particular style of home on any given Lot in the Subdivision. In granting that approval, the Architectural Board may consider the proposed residence in relation to the existing homes or previously approved homes that will be built in close visual proximity to the proposed residence.

2.01 ARCHITECTURAL STYLES AND BUILDING MATERIALS.

a) The Architectural Board appointed pursuant to this declaration, shall encourage the use of architectural styles which are compatible with the surrounding structures and consistent with the topography and nature of the Subdivision. The Architectural Board shall encourage the use of qualified home designers and registered architects, or other equally qualified individuals or firms. The Architectural Board shall discourage and may prohibit the use of architectural styles which it deems unsuitable for the subdivision.

- b) The exterior of all Structures shall be constructed of all-natural building materials such as wood, brick, stone, stucco or a combination thereof. In no event shall the exterior of any Structure consist of metal or vinyl siding, however, “Hardiplank” or similar materials may be used.
- c) The front exterior elevation of residences shall be at least thirty percent (30%) brick, stone or stucco. Exposed poured concrete block foundation walls shall not exceed 12 inches as measured vertically on any residence or accessory structure. Where block or concrete would otherwise be exposed, the exterior material must be extended to within 12 inches of grade.
- d) The roofing on all dwellings shall consist of wood shakes, slate or thirty (30) year dimensional asphalt shingles as approved by the Architectural Board. The Architectural Board, in its sole discretion, may permit or prohibit the use of other types of roofing having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Board may permit the use of other high-quality roof materials which it deems aesthetically pleasing and architecturally appropriate, including but not limited to masonry, metal and/or copper.
- e) All homes must have a fireplace. Direct vent fireplaces are permitted. All chimneys, whether located on an interior or exterior wall, shall be brick, stone or masonry faced with stucco.

The Architectural Board shall have the exclusive right to approve the architectural style and the building materials used and any decision of the Architectural Board shall be final and conclusive.

2.02 MINIMUM LIVING AREA AND OTHER REQUIREMENTS.

The Architectural Board shall have the exclusive right to determine whether the following requirements will be satisfied, and any decision of the Architectural Board shall be final and conclusive.

- a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, patios and storage areas):
 - i) not less than 2650 square feet for a one-story Home;
 - ii) not less than 3000 for a one-and-a-half story Home;
 - iii) not less than 3200 square feet for a two-story Home with a minimum of 1900 square feet on the first floor.;
 - iv) no bi-level or tri-level homes shall be permitted.
- b) Each Home shall have a basement with a finished floor (exclusive of any crawl space) of not less than 60% of the area of the first floor.
- c) No home shall exceed two and one-half stories (excluding the basement) or forty-two

feet in height above finish grades, whichever is less.

d) The roof of each Home shall be pitched to rise at least eight (8) inches vertically for each twelve (12) inches horizontally.

e) An attached enclosed garage (for at least three and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of the garage shall be completed prior to occupancy of the Home. The garage door may not face the same street that the front door of the Home faces. For any garage which is for three or more cars, the garage doors shall be broken into two or more planes.

f) Lot Owner shall install, at the Lot Owner's expense, one front yard lamppost with photoelectric control and a mailbox. The style of mailbox and of the lamppost and lamp shall be consistent for each Lot and shall be designated by the Architectural Board. The Lot Owner shall complete the installation of the mailbox and front yard lamppost within Ninety (90) days of the issuance of the occupancy permit.

2.03 LOCATION: SETBACKS.

a) No Home or garage (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located on any Lot:

i) no building shall be closer than 75 feet to the ultimate right-of-way line of any public street, road, or highway upon which the property abuts;

ii) no building shall be closer than 30 feet to the side or rear lot line;

~~iii) buildings or structures housing livestock shall not be erected closer than 50 feet to a side or rear lot line at any point;~~

~~iv) not more than 5% of the lot may be covered by buildings or structures;~~

v) not more than 75 feet from any identified wetland.

Each corner Lot shall be determined by the Architectural Board to have one rear Lot line, one side Lot line, one front Lot line and a side Street line based on the proposed orientation of the Home and other Improvements. Setback requirements for lots abutting or containing wetlands may have setbacks greater than those set forth in this Section 2.03(a).

b) Approval by the Plan Commission or building inspector of the Village with respect to setbacks or other matters shall not be binding on the Architectural Board in any respect.

c) Notwithstanding the setback requirement specified above, the orientation and precise location of each Home and garage, as well as all other Improvements on the Lot, must be approved in writing by the Architectural Board prior to any construction, it being intended that the Architectural Board may, at its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Architectural Board deems advisable.

d) The Architectural Board may, in its discretion, permit Improvements (other than the Home and garage) to be constructed, installed and located on a Lot provided, such permission must be in writing to be effective and may be granted by the Architectural Board. Said Improvements may include, but not be limited to, in-ground swimming pools, if they meet Village ordinances and specifications, (above-ground swimming pools are expressly prohibited); accessory building(s) provided that such accessory building be constructed, (and maintained), of the same materials, architectural style and color as the Home. The approval of a fence, swimming pool or accessory building on any given Lot shall not obligate the Architectural Board to approve any such Improvement on any other Lot.

2.05 LANDSCAPING AND DRAINAGE.

a) No later than six (6) months following issuance of an occupancy permit for a Home, the landscaping plan for the entire Lot as approved by the Architectural Board shall be implemented, installed and completed. The Architectural Board shall encourage the use of native plants and a natural landscape appearance. The Architectural Board shall discourage the use of formal gardens.

b) No fence, wall, hedge, or screen planting shall be installed unless approved in advance by the Architectural Board under Section.

c) Each Lot Owner is responsible for compliance with Master Grade Plan as established by the Village of Summit.

d) In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the Landscape Easement Areas, shown on the Final Plat together with the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

2.06 DRIVEWAY.

Each Lot shall be improved by the Lot Owner with a asphalt, paving stone driveway or concrete driveway, extending from the Roadway abutting the Lot to the garage within six (6) months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall have been submitted to the Architectural Board for its prior approval in accordance with this Section. If the driveway is installed with a concrete driveway, the concrete shall be installed no closer than six (6) feet to the

traveled portion of the roadway and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise of not more than five (5) inches.

Each driveway shall have a minimum of a ten (10) foot side yard setback.

2.07 CONSTRUCTION MATERIALS STORAGE.

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Architectural Board, unless required for finish grading or landscaping.

2.08 WIRES AND ANTENNAS.

a) All utility lines and wiring for gas, electric, telephone and cable television service to a Home, garage or other Improvement shall be installed underground, unless otherwise permitted by the Architectural Board prior to installation.

b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception shall be erected or used without the prior written approval of the Architectural Board.

2.09 SIGNS.

No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than 6 square feet advertising the Property for sale; and (2) one standard sign (showing the Lot Owner's name) as may be approved by the Architectural Board for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision; and (3) such signs as the Developer or Architectural Board may approve for placement on those Lots for the purpose of advertising Bark River Conservancy Subdivision.

2.10 GOVERNMENT RESTRICTIONS.

The Developer, its successors and assigns, and all parties hereafter having an interest in the subdivision, are subject to all rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village of Summit, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify, in any way, the rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the

Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body. The Subdivision consists of 62.44 acres of land. The Subdivision is restricted to a maximum density of 19 single family lots on the 62.44 acres of land.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

THE ASSOCIATION

3.01 CREATION OF ASSOCIATION.

The Developer hereby creates and shall incorporate as a Wisconsin non-profit corporation a homeowner's association to be known as "Bark River Conservancy Homeowners Association, Inc." with all rights, powers, privileges and obligations as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

3.02 MEMBERSHIP.

- a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.
- b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee. Membership and/or voting rights shall not be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.
- c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING.

a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

b) A Lot Owner shall not be entitled to vote on a matter if any Assessment against the Lot is then delinquent.

c) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES.

a) The Association shall maintain a current membership list. Each Lot Owner shall furnish the information necessary for the Association to maintain such membership list.

b) All notices required to be given to a Lot Owner shall be deemed to have been duly given at the time of personal delivery to the Lot Owner or the Home of the Lot Owner or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS.

a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

b) An annual meeting of the Association shall be held each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board of Directors shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 4.05(a).

c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Lot Owners with one-third or more of all votes entitled to be cast.

d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration. If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS OF THE ASSOCIATION.

a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of all duties or powers of the Association specified in this Declaration:

- i) to levy and enforce payment of Assessments on the Lots and against Lot Owners;
- ii) to enforce this Declaration and, without limitation, to accept, own and maintain the Common Areas;
- iii) to purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;
- iv) to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or Improvements thereof;
- v) to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;
- vi) to employ the services of any person, firm, or corporation to maintain the Common Areas, or to construct, install, repair or rebuild Improvements thereon;
- vii) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
- viii) to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the

enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

- ix) to adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties, which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and
- x) to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners. The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary to exercise of any powers or obligations of the Association or of the Board under this Declaration.

3.07

MANAGEMENT OF ASSOCIATION BY THE BOARD OF DIRECTORS:
ARCHITECTURAL BOARD.

- a) The Association and its business, activities and affairs shall be managed by the Board of Directors (which shall consist of all the officers of the association). The Board of Directors shall exercise and perform, in addition to the powers, duties and obligations specified in this declaration for the Board of Directors, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as all Lots have been sold and fee simple title conveyed by Developer, (except for sale of Lots to Bark River Conservancy, LLC which shall not be deemed sales by the Developer for purposes of this Section 3.07(a), at which time, all officers of the Association shall be elected by the members of the Association.
- b) The Architectural Board shall exercise and perform all of the powers, duties and obligations specified in this Declaration for the Architectural Board. All officers of the Association then in office shall be members of the Architectural Board and no other person may be a member of the Board. Notwithstanding anything aforesaid to the contrary, the Developer shall be entitled to appoint all members of the Architectural Board until such time as all of the Lots have been sold and fee simply title conveyed by the Developer (except for sales to Bark River Conservancy, LLC which shall not be deemed to be sales by the Developer for purposes of this Section 4.07(b), at which time the members of the Architectural Board shall be the officers of the Association. Except where otherwise expressly stated, the following provisions of this Section 4.07 shall apply to each of the Board of Directors and Architectural Board.
- c) The Board shall initially consist of the person(s) appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors

are appointed by Developer or elected by the Association. Except for officers appointed by Developer (who need not be Lot Owners or a Co-Owner), only a Lot Owner or Co-Owner of a Lot shall be eligible to serve as an officer and member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office. A Board Member may be both President and Secretary and another Board Member may be both Vice President and Treasurer, such that the Board may have only Two (2) members.

d) Any officer and member of the Board (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any officer appointed by Developer may be removed at any time only by Developer and a successor may then be appointed by Developer.

e) Vacancies in any officer position and on the Board (caused other than by removal under Section (d) above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.

f) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

g) Regular meetings of the board shall be held at such times and places as the board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

h) Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.

i) Before, at, or after any meeting of the Board, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

j) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

k) Any action of the Board authorized under this Declaration may be taken upon the

unanimous consent of all officers without a meeting.

1) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

m) No person shall receive any payment for services rendered as an officer of the Association or as a member of the board or a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

n) No member of any Board or committee or officer of the Association shall be liable to any Lot Owner or to any other party including the association for any loss or damage suffered or claimed on account of an act, omission, error or negligence of such Board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

o) All decisions of the Board on any matter (including, without limitation, decisions under Section 2) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

p) The Board of directors may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

3.08 OFFICERS.

a) The Officers of the Association shall be:

i) a President, who shall: be the chief executive officer of the Association and a member of the Board of Directors and the Architectural Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board of Directors); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

ii) a Secretary, who shall: be a member of the Board of Directors and the Architectural Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and

approvals on behalf of the Boards and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

iii) a Treasurer, who shall: be a member of the Board of Directors and the Architectural Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board of Directors; assess and collect all General and Special Assessments made by the Board of Directors; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

iv) one or more Vice Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Association or by appointment of Developer; however, it is not required that the Association have one or more Vice Presidents. A Vice President, if any, in addition to serving on the Board of Directors and the Architectural Board, shall have such other powers, duties and responsibilities as may be prescribed from time to time by resolution of the Association.

b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

3.09 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

a) At the time of Closing of the purchase of any Lot by any Owner, the Owner shall pay to the Association the sum of **\$1500.00** as an initial deposit for the benefit of the Association.

b) The Board of Directors shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of all General and Special Assessments (herein collectively referred to as "Assessments") which shall be made against the Lot Owners and their Lots. The Board of Directors may, at any time, levy Assessments for such purposes against the Lot Owners and their Lots.

c) "General Assessments" may be made and levied by the Board of Directors equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

i) maintenance, repairs, upkeep or operation of Common Areas, and any additional Common Areas (such as any contiguous real estate) as may be acquired by the Association;

- ii) any insurance maintained by the Association;
- iii) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- iv) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- v) costs and expenses for additional improvements to Common Areas beyond those installed by the Developer;
- vi) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board of Directors may determine, for payments made under this paragraph;
- vii) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;
- viii) costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;
- ix) all other costs and expenses declared to be common expenses under this Declaration.

d) The Association shall maintain separate journals for General and Special Assessment Funds of the Lot Owners, as may be necessary, provided that all funds received from all Assessments may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association.

e) The Board of Directors shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual Assessments necessary to meet the estimated expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-Owners of the Lot. The Board of Directors may adjust the General Assessment at any time so as to ensure that sufficient funds are available to cover all anticipated costs and to establish an adequate reserve for replacements.

e) At the closing of the purchase of any Lot, the purchaser shall pay \$500.00 to the Association as an initial membership fee. The initial membership fee shall be used to

create an initial reserve fund for the Association and such initial reserve shall be used exclusively for the uses set forth in Section ~~4.09~~ hereof.

3.10 PAYMENT OF ASSESSMENTS.

a) Each Lot Owner shall promptly pay, when due, all Assessments levied by the Board of Directors against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent Assessment. All Assessments shall become due as the Board of Directors may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments. The amount of the Assessments, as well as the due dates for payment thereof may be adjusted from time to time as determined by the Board of Directors. Notwithstanding the foregoing, during the period of Developer control of the Association, (i.e. until the sale of 75% of the Lots), any Lot owned by the Developer (individually an “Unsold Lot” and collectively, the “Unsold Lots”) shall be exempt from Assessments for Common Expenses until such Unsold Lot is sold. However, the Developer shall be liable for the balance of the actual common expenses until such time as the Developer has sold 75% of the Lots at which time Developer shall pay all Assessments and Special Assessments due on any Unsold Lot or Unsold Lots.

b) All Co-Owners of a Lot shall be jointly and severally liable for all Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.11 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All Assessments which are not paid when due: shall bear interest at 18 percent per annum or at such other maximum rate as may then be permitted by law until the Assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board of Directors (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent Assessments, plus costs, expenses and attorney’s fees for collection.

b) The Association (through the Board of Directors) shall have the exclusive right and power to collect or enforce collection of all Assessments levied by the Board of Directors and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such Assessments and/or to foreclose the lien for such Assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board of Directors shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.12 RULES AND REGULATIONS.

a) The Association may from time to time adopt or change rules or regulations (hereafter “Rules or Regulations”) governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and/or Lot Owner.

c) Rules and Regulations shall be enforced by the Board of Directors but may not be enacted, amended, or repealed by the Board of Directors.

3.13 LOT OWNER’S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

3.14 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

3.15 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

a) The Association (through the Board of Directors) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner’s expense and subject to the limitations of Section 2, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney’s fees incurred by the Association or by a prosecuting Owner in the successful

enforcement thereof. Neither the Association nor the Board of Directors shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board of Directors to take any action requested by such Lot Owner against another Lot Owner.

b) Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board of Directors to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances, except as provided in Section 2, unless a written waiver is obtained from the Board.

c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverted or reversion of title to any Lot.

3.16. MAINTENANCE OF OUTLOTS, COMMON AREAS, DRAINAGE EASEMENTS, PONDS, LANDSCAPE EASEMENTS, ENTRANCE SIGNAGE.

The Owner's Association has the responsibility of properly landscaping and maintaining all Landscaping Easement areas (*TBD*) and subdivision entrance signage within the subdivision. The Homeowner's Association shall be responsible for the maintenance of all retention storm water drainage facilities and easements after completion of said facilities. The Developer and each Lot Owner, as the case may be, grants to the Homeowner's Association a permanent access easement and right to enter upon the drainage easements in order to inspect, repair and restore said drainage easements for their intended purpose. The Homeowner's Association agrees to indemnify and hold harmless the individual Lot Owner of the costs of routine and extraordinary maintenance to all drainage easements provided that the Lot Owner has cooperated with the Homeowner's Association in regards to the maintenance of the drainage easements. The Developer has recorded a separate Declaration of Restrictions (Stormwater Management Facility Maintenance) document which further defines the Association's responsibility with regard to stormwater facilities and drainage easements. The Developer and the Homeowner's Association, as the case may be, hereby grants to the Village a permanent access easement and the right, but not the responsibility) to enter upon the easement in order to inspect, repair and restore said drainage easements and facilities, outlots, common areas, or signage for their intended purpose. In the event the Association does not properly landscape or maintain any Outlot, common area, drainage facility or signage, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot, common areas, drainage areas, and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Summit will perform such landscaping and/or maintain if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot, common area, drainage facility and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to landscape and/or maintain any such Outlot, common area, drainage facility and/or sign 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 landscaping and/or 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 of Summit, 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. Subject to the provisions of Paragraph (*TBD*) 37 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream there from; and dredging if and when necessary.

3.17 DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS.

To the extent practical, the day-to-day minor maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day-to-day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 3.16, above, and does not limit the Association's responsibility for maintenance of drainage easement areas.

3.18 WETLANDS, ISOLATED NATURAL RESOURCE AREAS, AND ENVIRONMENTAL CORRIDORS.

In order to preserve and protect the wetlands, isolated natural resource areas, and environmental corridors located in this Subdivision to the greatest extent possible, additional setbacks from these areas may be established on the Plat of Bark River Conservancy. No construction, land disturbing, grading, or filling activities may occur outside of such setbacks, or within the wetlands, isolated natural resource areas and environmental corridor areas. The additional setbacks are identified as "75' Setback" (*TBD*) and "75' No Mow Buffer" (*TBD*), or in similar language on the Plat. Portions of Outlots 1, 3, 4, 5, and 6, and 7 are subject to a Conservation Easement (*TBD*) granted to the Waukesha County Land Conservancy to be recorded with the Waukesha County Register of Deeds. The Owner's Association shall comply fully with all terms and conditions of the Conservation Easement (*TBD*). During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the Conservation Easement (*TBD*), the County of Waukesha, the Village, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Subdivision.

3.19 OWNERSHIP AND USE OF OUTLOTS AND COMMON AREAS.

Each owner of a Lot shall have an undivided 1/19th ownership interest in the common areas and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Outlot 2 shall be reserved for a future road extension to the south. Outlot 3 contains a Drainage Easements (*TBD*) and shall be used solely for Stormwater Management purposes. Outlot 1 contains wetlands and floodplain and are within the primary environmental corridor. Outlot 4

contains wetlands and are within the primary environmental corridor. The use of Outlots 1, 3, 4 and 5 is subject to the terms of the Conservation Easement (*TBD*) by and between the Developer and the Waukesha County Land Conservancy. Waukesha County Land Conservancy is responsible for maintaining (*TBD*) Outlots 1, 3, 4 and 5 subject to the terms and conditions of a Conservation Easement between Developer and Waukesha County Land Conservancy to be recorded. All costs and expenses associated with the maintenance of the Conservation Easement Areas shall be paid by the Association upon billing by the Waukesha County Land Conservancy (*TBD*). In the event Waukesha County Land Conservancy or the Association does not properly maintain Outlot 3 or 4 for their intended purpose, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot(s) are not being properly maintained, and further indicating that the Village of Summit will perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot(s) are not properly maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to maintain any such Outlot 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 of Summit, 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.

MISCELLANEOUS

4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Village and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within 10 feet of any lot line for purposes of allowing the Village or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

4.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended at any time by recording a document to that effect in the Office of the Register of Deeds of Waukesha County executed (a) solely by the Developer until such time as the Developer shall no longer owns any Lot and thereafter (b) by Owners at least seventy-five (75%) of the Lots, except that no amendment will be permitted without the express consent of the Developer as long as Developer owns any Lot.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of twenty (20) Years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial twenty (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) Years and thereafter for successive periods of ten (10) years upon the expiration date of the Prior renewal Period, unless there is recorded an instrument (executed by the Owners of at least Sixty-Seven (67%) percent of all Lots in the Subdivision and their mortgagees) terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial twenty (20) year term, whichever occurs later.

4.06 INTEPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the Purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity which is clearly not authorized under these Declarations or approved in writing by the Board of Directors.

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Bark River Conservancy, LLC as Developer, as of the date first written above.

BARK RIVER CONSERVANCY, LLC
a Wisconsin limited liability company

By: The Victory Companies, of Wisconsin, Inc. a
Wisconsin Corporation,

Its: Sole Member

By: _____
John Stoker, President

AUTHENTICATION:

The signature of John Stoker was authenticated on _____, 2025.

Joe A. Goldberger
Title: Member State Bar of Wisconsin

This Instrument was drafted by and return after recording to:

Joe A. Goldberger
State Bar No. 1012616
North Shore Legal
13460 N. Silver Fox Drive
Mequon, Wisconsin 53097
(262) 241-1833
jagoldberger@nslaw.com

EXHIBIT A

Legal Description

Paul Farrow
County Executive

Dale R. Shaver
Director



Waukesha County

Department of Parks and Land Use

TO: Wisconsin Department of Administration – Plat Review

NOTICE OF: Conditional Certification of No Objection to Preliminary Plat

DATE OF REVIEW: April 2, 2025

RE: Subdivision Plat known as: **Bark River Conservancy
File No. 2098**

LOCATION: NW ¼ and the SW ¼ of the NE ¼ and part of the SE ¼ and the SW ¼ of the
NW ¼ of Section 26, Town 7 North, Range 17 East, Village of Summit

SUBMITTED BY: Wisconsin Department of Administration – Plat Review

SURVEYOR: **John D. Downing, PLS**
LandTech Engineering
955 Lexington Drive
Oconomowoc, WI 53066

DATE OF EXTENSION: April 2, 2025

DATE RECEIVED: February 26, 2025

DATE OF PLAT: February 26, 2025

SUBDIVIDER: Genesee Lake Road LLC
C/O John Stoker
N118W18531 Busen Dr.
Germantown, WI 53022

Planning and Zoning

515 W. Moreland Blvd., Room AC 230 Waukesha, Wisconsin 53188-3878
Phone: (262) 548-7790 Fax: (262) 896-8071 www.waukeshacounty.gov/planningandzoning

REMARKS:

Conditional Certification of No Objection to this Preliminary Plat is based on the following conditions being complied with prior to submittal of the Final Plat:

1. Please review the comments of the Environmental Health Division letter dated March 24, 2025 (enclosed).
2. All easements, such as proposed or existing drainage ways, access, and/ or utilities easements shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat.
3. The Waukesha County Parks Division and the developer are discussing alternatives to the existing trail easement. Correspondence was sent via email from Rebecca Mattano, Parks Division Manager to the developer, owner, engineer and Village showing a preferred trail location. Please continue to work with Ms. Mattano on the final trail easement location and related documents. A final trail easement location may be required to be shown on the final plat.
4. If available, please submit the wetland and PEC delineation report prepared by SEWRPC. The map has already been submitted. The Village should determine if DNR concurrence on the wetland boundary, delineation by SEWRPC, is required.
5. The “edge of water” on Sheet 1 says the field survey date was 1/27/05. Please verify that the year is correct (2005) or modify to the correct year.
6. Provide the intended use of Outlots 1, 2 and 5 on the final plat.
7. Include Waukesha County in the first note as an entity not liable for fees or special charges in the event they become the owner of any lot or outlot in the subdivision by reason of tax delinquency.
8. The project is proposed on a parcel with a documented archaeological site. The Office of the State Archaeologist, which maintains state records for archaeological sites, is copied on this correspondence and we urge the developer to communicate with the State Archaeologist to ensure that site grading and construction is not delayed by archaeological resource issues and that plat layout does not conflict with said resources. The State Archaeologist, Amy Rosebrough, can be contacted at 608-264-6496, statearchaeologist@wisconsinhistory.org.

If human bone is unearthed during any phase of the project, all work must cease, and local law enforcement should be contacted. If law enforcement decides it is not a criminal case, they must contact the Wisconsin Historical Society at 1-800-342-7834 to comply with Wis. Stat. § 157.70, which provides for the protection of all human burial sites.
9. Signature Certificates in accordance with Chapter 236 of the Wisconsin Statutes shall be on the final plat.
10. Soil boring locations should be shown on the final plat. A new soil boring exhibit must be submitted for review and approval if lot lines should change on a revised preliminary plat or final plat.

In addition, we recommend the following:

11. To assist in the local regulation of land use for the protection of environmentally sensitive lands, Floodplain/Wetland/Primary Environmental Corridor preservation restrictions similar to the enclosed should be shown on the Plat. The Village of Summit may wish to modify the restrictions to accommodate the specifics of the proposed development, such as the creation of a trail system through the floodplain.
12. Any DNR or Village required wetland setback should be shown on the plat.
13. The developer should work with the owner to understand if drain tile is present and how it might impact the development.



SIGNED:

Jason Fruth, Planning and Zoning Manager

For information regarding this review, please contact Rebekah Leto at rleto@waukeshacounty.gov

Enclosure: Environmental Health Division letter (3/24/25)

cc: Village of Summit Deputy Clerk, deputyclerk@summitvillage.org (e-mail)
Village of Summit Planner planner@summitvillage.org (e-mail)
Genesee Lake Road, LLC john.stoker@vci-wi.com (e-mail)
Mark Ellena, Engineer mellena@eeceng.com (email)
John Downing, PLS, john@landtechwi.com (email)
WE Energies, Plat Review, co-subdivisionsgroup@we-energies.com, Nicole.warwick@we-energies.com, robin.maurer@we-energies.com, travis.kluewer@we-energies.com (e-mail)
AT&T, Plat Review, jo2376@att.com (e-mail)
Amy Rosebrough, State Archaeologist, statearchaeologist@wisconsinhistory.org (e-mail)
Southeastern Wisconsin Regional Planning Commission (SEWRPC), joel.dietl@sewrpc.org (e-mail)
Department of Natural Resources, dale.rezabek@wisconsin.gov (e-mail)
File

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**SAMPLE: FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR
PRESERVATION AREA RESTRICTIONS**

Those areas of land identified as Floodplain/Wetland/PRIMARY Environmental Corridor Preservation Area on Page ____ of ____ of this Subdivision Plat shall be subject to the following restrictions:

1. Grading, filling, removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of

Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Conservancy/Wetland Preservation Area and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
4. The introduction of plant material not indigenous to the existing environment of the Conservancy/Wetland Preservation Area is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

Waukesha County
Department of Parks and Land Use



March 24, 2025

John Downing, Land Tech
john@landtachwi.com

Re: Private Sewage Systems
Proposed Bark River Conservancy Subdivision – Preliminary plat dated 2/26/25
Section 26, Village of Summit

To whom it may concern:

The Waukesha County Private Sewage Ordinance requires soil data be submitted for each parcel of land being initially developed to show sufficient area of suitable soils based on surface elevations, estimated permeability, system location, and site requirements found in the Waukesha County Private Sewage Ordinance and SPS 383 and 385 Wisconsin Administrative Code.

1. The Waukesha County Department of Parks & Land Use, Environmental Health Division has reviewed soil borings conducted by Todd Stair and Kelly Reese, Wisconsin Certified Soil Testers, in January 2024 and March 2025, respectively. The purpose of the soil borings was to verify suitable soils for on-site private sewage systems. The Environmental Health Division offers the following comments:
 - A. Soil testing has been performed on all lots. The results of these soil borings indicate suitable soil conditions are present on the lots for an on-site private sewage system.
 - a. Conventional and mound type soils are present.
 - i. Mound areas shall be protected from land alteration. EHD recommends septic areas and 15' downslope be staked off to protect the areas from disturbance. It may be beneficial to consult with a septic installer prior to grading.
 - b. These tests are preliminary only. Additional soil tests are required on each lot before a sanitary permit can be issued.
 2. Subdivisions with individual wells and septic systems require careful planning to verify all appropriate setbacks are attained.

Sincerely,

A handwritten signature in black ink that reads "Skylar Behm".

Skylar Behm, RS
Environmental Health Supervisor

Cc: Village of Summit
Planning & Zoning Division

Environmental Health

THE GATHERING
SINGLE-FAMILY SUBDIVISION – FINAL PLAT
4/17/2025 Plan Commission Meeting
Lurvey Property (SUMT0714999001)

Staff Report

Village of Summit, Wisconsin

Property Location: 543 S. Wayfare Trail

Property Owner: Mark & Eileen Lurvey

Applicant: John Siepmann, Siepmann Realty

Possible Motion: *Recommend the Village Board conditionally approve the Final Plat 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, and all other objecting and approval authorities. Village Staff comments shall be addressed prior to submitting a Final Plat for consideration by the Village.*
- B. SUBJECT TO REIMBURSEMENT OF EXPENSES. As a condition precedent to this preliminary plat approval, 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 final subdivision plat, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- C. 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 final plat.*
- D. REZONING. The conditions of the rezone for the subject property shall be complied with.*

Summary:

On January 9, 2025, following a recommendation by Plan Commission, the Village Board approved an ordinance to rezone the subject property to accommodate the proposed 12-lot single-family conservation design subdivision. The ordinance is included in the meeting packet.

On December 19, 2024, the Plan Commission held a public hearing and made a recommendation that Village Board conditionally approve the Preliminary Plat subject to the following conditions:

1. Compliance with all conditions of objecting and approval authorities.
2. Subject to all conditions of the Village Surveyor, Engineer, and Planner being met prior to the submittal of a Final Plat.
3. Subject to the proposed rezoning amendment being conditionally approved by the Village Board prior to the submittal of a Final Plat.

On January 9, 2025, the Village Board approved the Preliminary Plat subject to the following conditions:

- A. APPROVALS FROM ALL OBJECTING AND APPROVING BODIES:** Petitioner shall satisfy all comments, conditions and concerns of all objecting and approval authorities, including the State of Wisconsin, Waukesha County, and the Village Engineer, Surveyor, and Planner prior to submittal of the Final Plat. Planner Comment #16 from the 12/19/2024 Plan Commission report was modified by the Plan Commission to include that a Landscape Plan shall be submitted to include vegetation, trails, and fencing as part of the Final Plat submittal.

A Developer's Agreement will only be required if public improvements are provided, such as ditching within the public road right-of-way.

Village Board discussed Planner Comments 18-20 from the 12/19/2024 Plan Commission report and modified the planner conditions as follows:

#6 add "or Village of Summit".

#18 recommended note be revised to state "the adjacent subdivision located in the southwest corner of this plat, known as Lincolnwood West will be transferred to the Village of Dousman on or before 2048 and existing farm field located directly north of the Bark River will be transferred to the Village of Dousman on or before 2048. See Village of Dousman's Land Use Plan for categories."

#19 & #20 give Village of Summit ability to construct parking lot in area shown on site plan as part of the conservation easement noted in condition 6.

#21 add note on final plat that bridge is privately owned and the Village has no responsibility for the same.

- B. REZONING.** The preliminary plat is subject to the proposed rezoning amendment being conditionally approved by the Village Board prior to the submittal of the Final Plat.

Updated Staff Comments: Based on the submittal of the final plat, landscape plan, updated civil plans, declaration of restrictions, conservation easement document, and open space management plan, staff has the following comments:

Surveyor Comments: See letter dated March 26, 2025.

Engineer Comments: See letter dated March 25, 2025. Please note that the following permits/approvals will be required upon compliance with all conditions. The Stormwater Maintenance Agreement should be submitted to the Village Board for consideration at the same time as the Final Plat.

- Stormwater & Erosion Control Permit
- Financial Guarantee
- Stormwater Maintenance Agreement

The Gathering Final Plat

- Right-of-Way Permit in accordance with the requirements of Section 24-31. It was determined that a Developer's Agreement is not required.

Planner Comments:

- The Engineering Department will need to review the Master Grading Plan and minimum basement elevations and ensure that the lowest floor of each basement is 1 ft. above seasonal high groundwater conditions and that grading will not cause adverse drainage onto the road or adjacent properties.
- The proposed yard grade at the building pads in the southwest corner of the development will be approximately 3-4 feet above the road grade. The Village should determine if this is compatible with the surrounding neighborhood.
- There is a note that the Village is responsible for the maintenance of easements. The Village should determine if they want to accept maintenance. It may be most practical for the Homeowner's Association to manage the vegetation and for the Village to maintain any infrastructure improvements, such as the parking lot and public trail.
- There is a typo in Resource Restriction No. 6.
- One of the sheets on the Final Plat should include the wetland boundary and proposed trail easement. Currently, none of the sheets show both on the same sheet to ensure there are no impacts.
- In the Certificate of Approval, the Plan Commission Chairperson will need to be replaced with the Acting Chair. Jack Riley will need to be removed.
- Debra Michael's signature should read Administrator-Clerk/Treasurer.
- The developer shall demonstrate that they meet the lot width requirements for all lots as measured from the zoning district standards base setback line. The measurement can be taken at the setback for a traditional subdivision or conservation subdivision.
- Written documentation shall be submitted from Waukesha County that each lot is suitable for a septic system.
- Utility easements shall be added to the face of the plat. If the existing trees will be impacted, it should be disclosed as part of the Final Plat submittal.
- The parking and access easement should be shown on the Landscape Plan.
- The developer has indicated that no signage is proposed.
- The declaration of restrictions, open space management plan, and conservation easement should be reviewed by village staff prior to consideration by Village Board.

THE GATHERING
SINGLE-FAMILY SUBDIVISION – PRELIMINARY PLAT
12/19/2024 Plan Commission Meeting
Lurvey Property (SUMT0714999001)

Staff Report

Village of Summit, Wisconsin

Property Location: 543 S. Wayfare Trail

Property Owner: Mark & Eileen Lurvey

Possible Motion: *Recommend Village Board conditionally approve the Preliminary Plat subject to the following conditions:*

1. *Compliance with all conditions of objecting and approval authorities.*
2. *Subject to all conditions of the Village Surveyor, Engineer, and Planner being met prior to the submittal of a Final Plat.*
3. *Subject to the proposed rezoning amendment being conditionally approved by the Village Board prior to the submittal of a Final Plat.*

Summary:

See the Staff Report for the proposed rezone that is included in the meeting packet for the subject property.

Surveyor and Engineer Conditions: See report prepared by SEH dated November 21, 2024. Stormwater management plans will need to be provided prior to the submittal of a Final Plat. A Stormwater Maintenance Agreement, Developer's Agreement and Letter of Credit will be required to ensure stormwater management and any public improvements are properly constructed. These documents will all need to be submitted for review and approval by the Village Board prior to commencing any construction activities and prior to the submittal of the Final Plat.

Planner Conditions:

1. Approval of the subdivision plat is subject to the rezoning being approved by Village Board.
2. The Fire Department is reviewing the need for any fire suppression requirements. Any recommended conditions of the Fire Department shall be considered by Village Board.
3. The subdivision shall be subject to no further land division unless a public road is constructed.
4. The trees that were planted along the existing public roads shall be protected via a landscape easement granted to the HOA or through restrictions stated in the subdivision's declaration of restrictions.
5. A copy of the subdivision declaration of restrictions and open space management plan shall be submitted to the Village for review and approval prior to the submittal of a Final Plat.

The Gathering – Preliminary Plat

6. It is recommended that the areas of wetland, floodplain, primary environmental corridor, and a potential trail buffer be placed in a conservancy easement granted to either Waukesha County or a nonprofit organization.
7. Wetland, Floodplain, and Primary Environmental Corridor resource restrictions shall be added to the Final Plat. The restrictions should allow the construction of a trail subject to approvals from the Village of Summit, DNR, and ACOE.
8. The resource boundaries shall be clearly labeled. These boundaries may need to be shown on separate sheets.
9. “SL” shall be labeled.
10. The dotted area shall be labeled.
11. The building envelopes can be revised on Lots 1-11 to be 20 ft. from the local subdivision roads in accordance with the R-3 Residential standards. If the developer would like to be more restrictive, the setback shall be noted on the plat and a statement shall be added that the setback is more restrictive than the Village of Summit Zoning Ordinance and cannot be modified.
12. Written documentation shall be presented to the Village from the Waukesha County Environmental Health Division stating that each lot is suitable for a septic system. The soil tests shall be reviewed by Village Staff to determine if minimum basement elevations need to be pre-established to prevent high groundwater from entering basements.
13. All septic systems shall be pre-planned and shown on the Final Plat.
14. A Master Grading Plan shall be submitted for review and approval by Village Staff as such time the Final Plat is submitted.
15. If signage is proposed, the location, type, and size, shall be included as part of the Final Plat submittal.
16. If any additional landscaping is proposed, including the installation of fencing, a plan shall be submitted as part of the Final Plat submittal.
17. Easements shall be clearly marked. Document #'s shall be referenced.
18. Previous discussion was held by the Plan Commission encouraging a note be added on the face of the Final Plat disclosing the Village of Dousman’s Land Use Plan categories on adjacent lots. A note could be added that states: “The adjacent subdivision located in the southwest corner of this plat, known as Lincolnwood West, will be transferred to the Village of Dousman on or before 2048. Said land is designated on the Village of Dousman’s Land Use Plan as Business. The existing farm field located directly north of the Bark River will be transferred to the Village of Dousman on or before 2048. Said land is designated on the Village of Dousman’s Land Use Plan as Business Park. These land use categories are subject to change.”
19. A determination shall be made by the Village regarding the parking lot placement, construction, and long-term maintenance responsibilities.
20. The Village Board shall determine if there is any interest in constructing and maintaining a public parking area for access to the river. Additional requirements may apply.

ORDINANCE NO. _____

AN ORDINANCE

TO CONDITIONALLY REZONE CERTAIN LANDS

IN THE VILLAGE OF SUMMIT AS PART OF THE ZONING AND SHORELAND PROTECTION ORDINANCE FROM THE A-1 AGRICULTURAL DISTRICT (SECTION 111-357) TO THE A-2 AGRICULTURAL DISTRICT (SECTION 111-358) AND THE R-3 VILLAGE RESIDENTIAL DISTRICT – CONSERVATION DEVELOPMENT (SECTION 111-349) ON PROPERTY LOCATED AT 543 S. WAYFARE TRAIL (SUMT0714999001).

THE AREAS TO BE ZONED A-2 AGRICULTURAL DISTRICT ARE LEGALLY DESCRIBED IN EXHIBIT A AND B AND THE AREAS TO BE ZONED R-3 VILLAGE RESIDENTIAL DISTRICT – CONSERVATION DEVELOPMENT ARE LEGALLY DESCRIBED IN EXHIBIT C AND D; AND TO CONDITIONALLY AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF SUMMIT.

WHEREAS, pursuant to Section 111-386(b)(1) of the Village Code, a petition has been filed by John Siepmann, Siepmann Realty (APPLICANT) on behalf of Mark and Eileen Lurvey Trust (PROPERTY OWNER), as the owner of certain lands in the Village of Summit, to rezone certain lands legally described in Exhibits “A-D” and illustrated in Exhibit “E”, and described as 543 S. Wayfare Trail (SUMT0714999001), which is incorporated herein by reference (the “Subject Lands); and

WHEREAS, said rezoning petition was submitted in order to rezone the Subject Lands from the A-1 Agricultural District (Section 111-357) to the A-2 Agricultural District (Section 111-358) and the R-3 Village Residential District – Conservation Development (Section 111-349) of Chapter 111 “Zoning and Shoreland Protection Ordinance” of the Village Code; and

WHEREAS, the Petitioner has provided the Village Clerk with the petition in triplicate form and the required fee pursuant to Village Code Section 111-386(b)(2) and all required data pursuant to Chapter 111 of the Village Code; and

WHEREAS, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all parties-in-interest as required by Section 111-387(b)(1)b. of the Village Code, the Village Plan Commission held a public hearing on December 19, 2024, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, following the December 19, 2024 public hearing, the commissioners considered all the information presented at the public hearing; and

WHEREAS, the Plan Commission recommended approval of the rezoning petition of the Subject Lands, subject to certain conditions, to the Village Board; and

WHEREAS, the Village Board finds that this change to the Village Zoning and Shoreland Protection Ordinance is not subject to the super majority requirement of Section 66.10015, Wisconsin Statutes, related to down zoning because the Property Owner affected by this zoning ordinance requested and agreed to this change; and

WHEREAS, having determined that all procedural and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety, and welfare of the community and the immediate neighborhood in which said rezone will be located, and having given due consideration to the municipal problems involved as well as the impact on the community as to noise, dust, smoke, odor, and others, hereby determines that the rezoning will not violate the spirit or intent of Chapter 111 of the Village Code, will not be contrary to the public health, safety, or general welfare of the Village of Summit, will not be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factors and will not, for any other reason, cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the rezone is conducted pursuant to the following conditions and in strict compliance with the same and is consistent with the recommendations found in the Village of Summit master plan;

WHEREAS, the Village Board has included several conditions of its approval of the rezoning petition as defined and approved on January 9, 2025.

NOW, THEREFORE, the Village Board of the Village of Summit, Waukesha County Wisconsin, DOES ORDAIN AS FOLLOWS:

SECTION 1: The Zoning Map of the Village of Summit is hereby amended to rezone the Subject Lands from the A-1 Agricultural District (Section 111-357) to the A-2 Agricultural District (Section 111-358) and the R-3 Village Residential District – Conservation Development (Section 111-349) on property located at 543 S. Wayfare Trail (SUMT0714999001). The areas to be zoned A-1 Agricultural District are legally described in Exhibit A and B and the areas to be zoned R-3 Village Residential District – Conservation Development are legally described in Exhibit C and D. The wetland conservancy district and environmental corridor and floodplain overlay districts will remain unchanged. This rezoning is subject to the following conditions being met:

1. This rezone is not effective until a Subdivision Plat is reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds in substantial conformance with the Preliminary Plat revised on November 26, 2024 and presented at the December 19, 2024 Plan Commission meeting. A note shall be placed on the subdivision plat that no further land division is allowed unless a public road is constructed to the Village of Summit's satisfaction.

2. Lots 1-11 are subject to the conservation development requirements of Village Code Section 111-349(e)(3), or any more restrictive standards as may be required by any developer of Lots 1-11 part of the Subdivision Declaration of Restrictions.
3. Lot 12 is conditionally rezoned to the A-2 Agricultural District subject to the property being limited to the following uses:
 - A. Principal permitted uses:
 1. Apiculture (beekeeping).
 2. Grazing or pasturing of agricultural animals for the commercial purpose of food or fiber production, but not for dairy and pig/hog farming.
 3. Raising of field crops.
 4. Raising of livestock, except commercial feed lots and fur farms, for the commercial purposes of food or fiber production, but not for dairy and pig/hog farming.
 5. Single-family residential dwelling.
 - B. Accessory uses:
 1. Barns, sheds, and similar structures customarily accessory to a permitted agricultural use. Note: Agricultural structures may be permitted as a principal permitted use in accordance with Section 111-100(b)(4)a.
 2. Guest houses, provided such structure shall not be rented, leased or used continually for permanent habitation.
 3. Not more than three dogs or three cats, or a combination thereof, which are over the age of 12 months.
 4. Home occupation.
 5. Attached or detached private garages.
 6. Private greenhouses.
 7. Private residential outdoor recreational facilities.
 8. Private residential stable.
 - C. No conditional uses are allowed.
4. Outlot 1 is conditionally rezoned to the A-2 Agricultural District subject to the Outlot being owned in an undivided fractional ownership by all lot owners of the proposed subdivision for open space purposes. The Outlot may include limited amenities to enhance the space for open space purposes, such as the construction of a recreational trail, play area and fire pit. Provisions identifying the permitted uses and long-term maintenance responsibilities shall be included in the Subdivision Declaration of Restrictions and Open Space Management Plan, which shall be reviewed and approved by the Village of Summit Board, with a recommendation from Plan Commission, as part of the Final Plat review.

SECTION 2: The Village Planner is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Village of Summit.

SECTION 3: The Property Owner is hereby put on notice that the Village of Summit may rezone the lands or portions thereof subject to this conditional rezoning ordinance to the A-1 Agricultural District (Section 111-357) if the conditions of this ordinance are not fully complied with.

SECTION 3: SEVERABILITY.

The several sections and provisions of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which shall remain in full force and effect. Any other Ordinances whose terms are in conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication and subject to the conditions stated in Section 1, and this Ordinance is null and void and the current zoning shall be in effect with no further notice if said conditions are not complied with on the terms and conditions stated herein.

This Ordinance passed this ____ day of _____, 2025.

VILLAGE OF SUMMIT

By: _____
Jack Riley, Village President

Attest: _____
Debra Michael, Village Administrator – Clerk/Treasurer

Published/Posted the ____ day of _____ 2025.

APPROVAL OF SUBJECT PROPERTY OWNER

Dated this ____ day of _____, 2025

SUBJECT PROPERTY OWNER

Mark & Eileen Lurvey Trust

By: _____
Authorized Signatory

This instrument drafted by
Amy Barrows, Village Planner



Building a Better World
for All of Us®

March 26, 2025

RE: Village of Summit
The Gathering Final Plat Review Letter
SEH No. 176551 Task 41

Ms. Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Ms. Barrows:

We have reviewed the final plat for The Gathering Development being developed by Siepmann Realty Corporation and prepared by Pinnacle Engineering Group. The final plat reviewed is dated 03/06/2025. We provide the following comments and have attached a marked-up copy of the final plat to assist with the necessary revisions.

- 1) Two dimensions are missing along STH 67; from Whitaker Lane to the meander line and from the Meander line to the centerline of the river.
- 2) A well setback is required from the storm water basin.
- 3) A 50' setback is required from the peak 100-year elevation for the storm water basin.
- 4) The size of the concrete monuments found must be included.
- 5) WeEnergies and utility easements should be shown when available.
- 6) Access to the 50' wide drainage easement located on Outlot 1 and Lot 12 must be provided.
- 7) Debra Michael's title is incomplete.

Please contact me with any questions or comments at 414.949.8919 or kkindred@sehinc.com.

Sincerely,

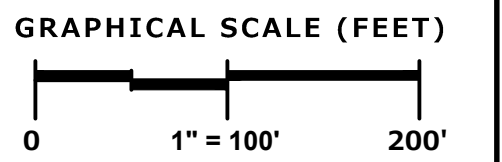
A handwritten signature in black ink that reads "Keith Kindred".

Keith Kindred, PLS
Principal, Regional Practice Center Leader
(Lic. WI, IL)
btp

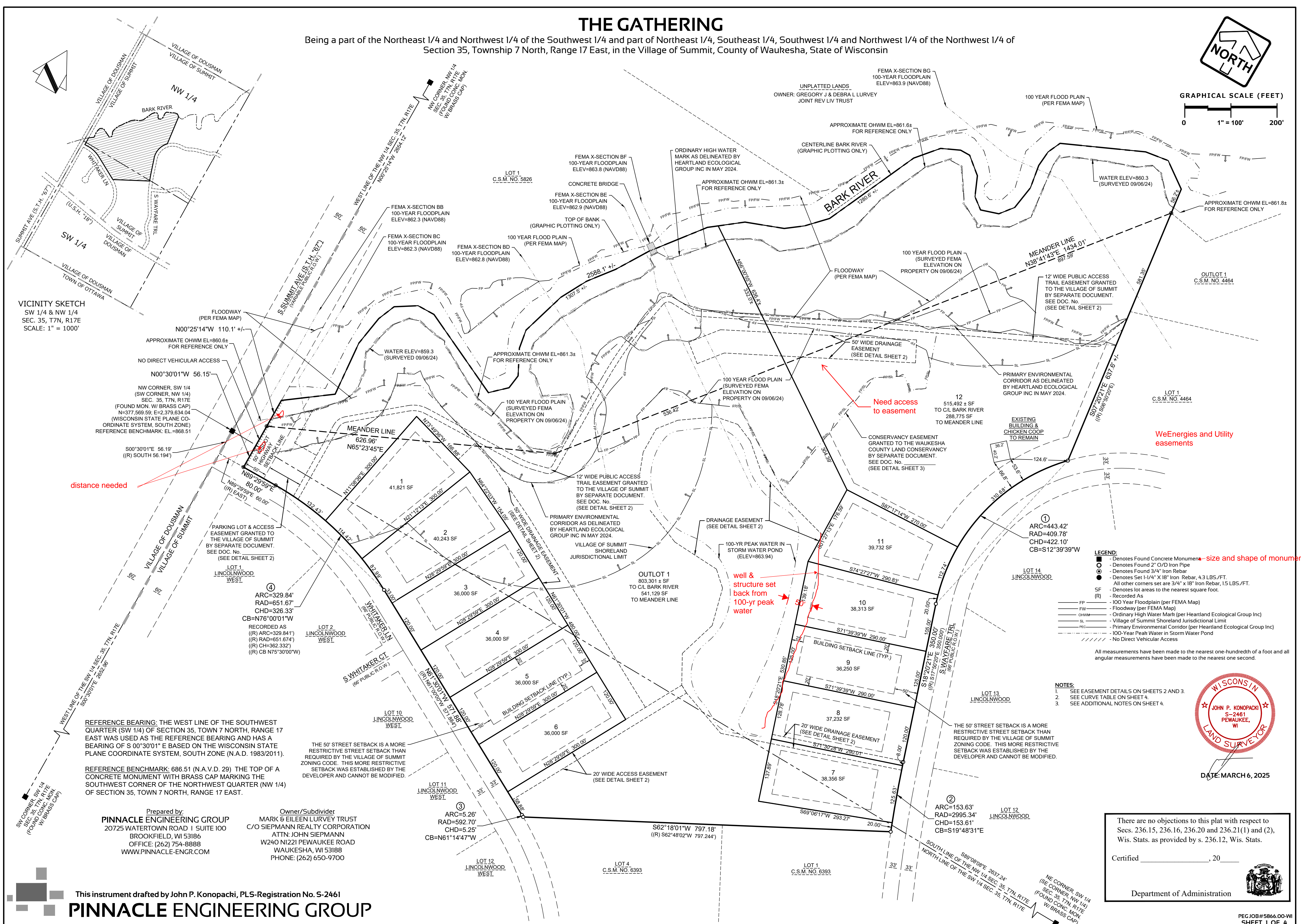
x:\p\slsummv\176551\task 41 - lurvey development review - the gathering\corr\review letters\176551 task 41- the gathering final plat review 03-26-2025.docx

THE GATHERING

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



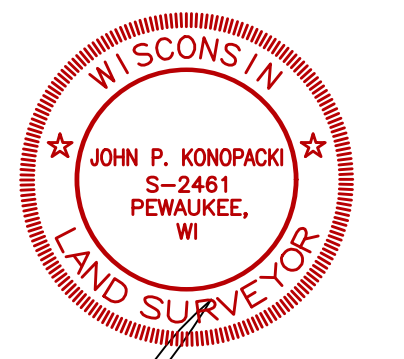
VICINITY SKETCH
SW 1/4 & NW 1/4
SEC. 35, T7N, R17E
SCALE: 1" = 1000'



- LEGEND:**
- Denotes Found Concrete Monument - size and shape of monument
 - Denotes Found 2" O/D Iron Pipe
 - Denotes Found 3/4" Iron Rebar
 - Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LB5./FT. All other corners set are 3/4" x 18" Iron Rebar, 1.5 LB5./FT.
 - SF Denotes lot areas to the nearest square foot.
 - (R) Recorded As
 - FP 100 Year Floodplain (per FEMA Map)
 - FW Floodway (per FEMA Map)
 - OHWM Ordinary High Water Mark (per Heartland Ecological Group Inc)
 - SL Village of Summit Shoreland Jurisdictional Limit
 - REC Primary Environmental Corridor (per Heartland Ecological Group Inc)
 - 100 Year Peak Water in Storm Water Pond
 - No Direct Vehicular Access

All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.

- NOTES:**
- SEE EASEMENT DETAILS ON SHEETS 2 AND 3.
 - SEE CURVE TABLE ON SHEET 4.
 - SEE ADDITIONAL NOTES ON SHEET 4.

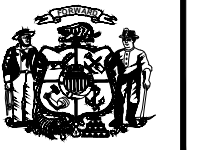


DATE: MARCH 6, 2025

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



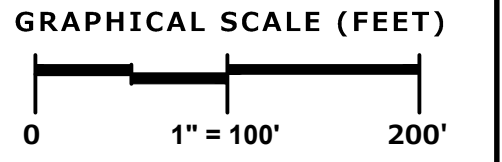
Prepared by:
Pinnacle Engineering Group
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Subdivider
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: (262) 650-9700

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
Pinnacle Engineering Group

THE GATHERING

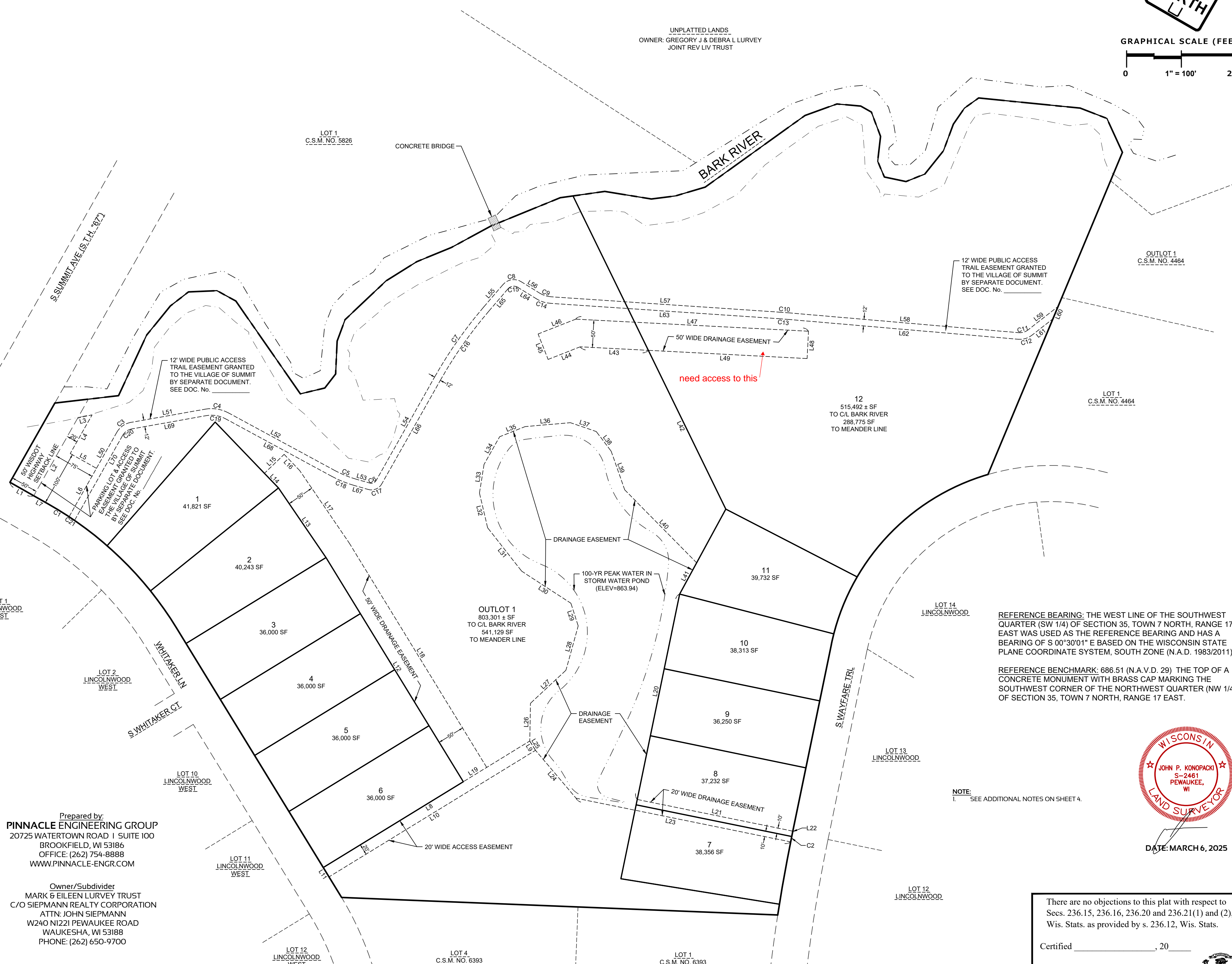
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



LINE NO.	BEARING	DISTANCE
L1	N89°29'59"E	50.00'
L2	N00°30'01"W	163.00'
L3	N47°30'45"E	26.91'
L4	S00°30'01"E	81.00'
L5	N89°29'59"E	55.00'
L6	S00°30'01"E	101.56'
L7	S89°29'59"W	30.00'
L8	N28°29'59"E	442.32'
L9	S61°30'01"E	20.00'
L10	S28°29'59"W	442.32'
L11	N61°30'01"W	20.00'
L12	N61°30'01"W	480.00'
L13	N64°22'03"W	154.05'
L14	N73°49'36"W	37.00'
L15	N16°10'24"E	50.00'
L16	S73°49'36"E	41.14'
L17	S64°22'03"E	159.44'
L18	S61°30'01"E	481.25'
L19	S28°29'59"W	50.00'
L20	S18°20'21"E	382.96'
L21	N71°30'28"E	290.00'
L22	S18°20'21"E	2.00'
L23	S71°30'12"W	400.00'
L24	N70°16'13"W	114.59'
L25	N61°30'01"W	20.00'
L26	N28°57'52"W	68.84'
L27	N17°03'34"E	88.42'
L28	N14°30'52"W	84.17'
L29	N47°54'10"W	43.45'
L30	N86°57'15"W	107.22'
L31	N68°04'19"W	100.90'
L32	N43°14'07"W	65.00'
L33	N20°58'06"W	53.00'
L34	N00°32'23"W	58.00'
L35	N38°19'16"E	50.00'
L36	N54°59'16"E	83.00'
L37	N78°51'54"E	50.00'
L38	S67°12'40"E	45.00'
L39	S49°20'14"E	75.00'
L40	S74°35'59"E	187.00'
L41	S01°27'13"E	65.00'
L42	N56°00'55"W	322.68'
L43	S62°57'46"W	124.63'
L44	S38°32'19"W	63.00'
L45	N51°27'41"W	50.00'
L46	N38°32'19"E	73.82'
L47	N62°57'46"E	425.82'
L48	S27°02'14"E	50.00'
L49	S62°57'46"W	290.37'
L50	N00°30'01"W	177.47'

LINE NO.	BEARING	DISTANCE
L51	N49°53'32"E	138.17'
L52	N88°26'30"E	220.13'
L53	N76°01'25"E	26.58'
L54	N00°30'48"W	217.06'
L55	N10°36'07"E	54.08'
L56	S88°21'11"E	40.06'
L57	N63°50'47"E	417.75'
L58	N64°55'57"E	420.25'
L59	N21°58'45"E	69.84'
L60	S07°20'21"E	24.51'
L61	S21°58'45"W	48.47'
L62	S64°58'57"W	420.25'
L63	S63°50'47"W	417.75'
L64	N88°21'11"W	40.06'
L65	S10°36'07"W	54.08'
L66	S00°30'48"E	217.06'
L67	S76°01'25"W	26.58'
L68	S88°26'30"W	220.13'
L69	S49°53'32"W	138.17'
L70	S00°30'01"E	178.41'

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	45.04'	651.67'	N88°31'14"W	45.03'
C2	18.00'	2995.34'	S18°30'41"E	18.00'
C3	31.66'	36.00'	N24°41'46"E	30.65'
C4	44.41'	66.00'	N69°10'01"E	43.57'
C5	42.05'	194.00'	N82°13'57"E	41.96'
C6	13.36'	10.00'	N37°45'19"E	12.39'
C7	156.36'	806.00'	N05°02'39"E	156.12'
C8	36.78'	26.00'	N51°07'28"E	33.79'
C9	21.35'	44.00'	N77°44'48"E	21.14'
C10	19.07'	1006.00'	N64°23'22"E	19.07'
C11	17.99'	24.00'	N43°27'21"E	17.57'
C12	26.99'	36.00'	S43°27'21"W	26.36'
C13	18.84'	994.00'	S64°23'22"W	18.84'
C14	27.17'	56.00'	S77°44'48"W	26.91'
C15	19.80'	14.00'	S51°07'28"W	18.19'
C16	154.03'	794.00'	S05°02'39"W	153.79'
C17	29.39'	22.00'	S37°45'19"W	27.25'
C18	44.65'	206.00'	S82°13'57"W	44.56'
C19	36.33'	54.00'	S69°10'01"W	35.65'
C20	21.11'	24.00'	S24°41'46"W	20.43'
C21	12.04'	651.67'	N86°00'41"W	12.04'

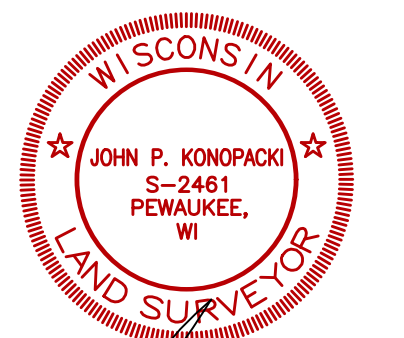


Prepared by:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888
 WWW.PINNACLE-ENGR.COM

Owner/Subdivider
 MARK & EILEEN LURVEY TRUST
 C/O SIEPMANN REALTY CORPORATION
 ATTN: JOHN SIEPMANN
 W240 NI221 PEWAUKEE ROAD
 WAUKESHA, WI 53188
 PHONE: (262) 650-9700

REFERENCE BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF S 00°30'01" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1983/2011).

REFERENCE BENCHMARK: 686.51 (N.A.V.D. 29) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST.

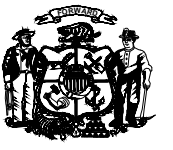


DATE: MARCH 6, 2025

NOTE:
 1. SEE ADDITIONAL NOTES ON SHEET 4.

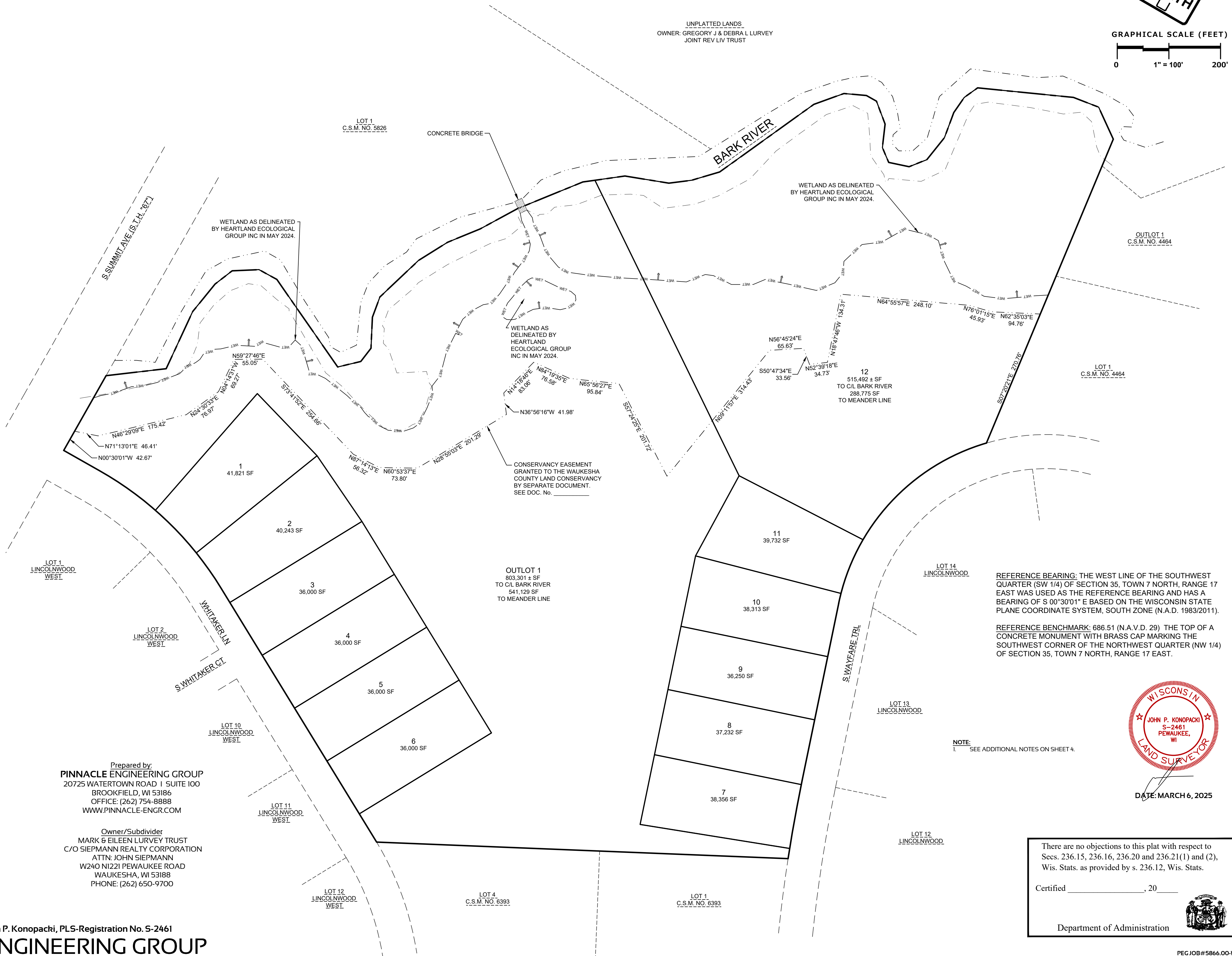
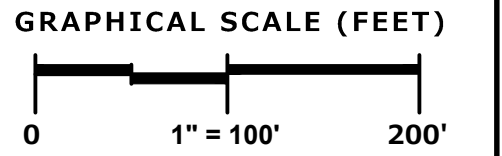
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____
 Department of Administration



THE GATHERING

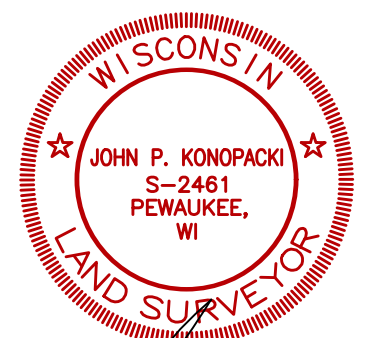
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



REFERENCE BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF S 00°30'01" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1983/2011).

REFERENCE BENCHMARK: 686.51 (N.A.V.D. 29) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST.

NOTE:
1. SEE ADDITIONAL NOTES ON SHEET 4.



DATE: MARCH 6, 2025

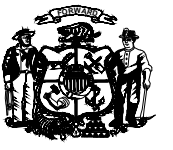
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MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 NI221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: (262) 650-9700

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



THE GATHERING

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River, thence northwesterly 2588 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 638 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said to the left curve and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°48'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 6393, 797.18 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'01" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 80.00 feet to the Point of Beginning.

Containing 1,734,740 ± square feet (39.8242 ± acres) of land to centerline of Bark River and 1,243,317 square feet (28.5426 acres) of land to meander line.

That I have made such survey, land division and map by the direction of MARK & EILEEN LURVEY TRUST, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes, the Village of Summit Land Division and Platting Ordinance and the Land Division Ordinance of Waukesha County in surveying, mapping and dividing the lands within the subdivision.

Date: MARCH 6, 2025



John P. Konopacki
Professional Land Surveyor S-2461

OWNER'S CERTIFICATE OF DEDICATION

MARK & EILEEN LURVEY TRUST, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Trust caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

MARK & EILEEN LURVEY TRUST also certifies that this plat is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- Village of Summit
- Wisconsin Department of Administration
- Waukesha County Parks and Land Use Department
- Wisconsin Department of Transportation

IN WITNESS WHEREOF, the said MARK & EILEEN LURVEY TRUST, has caused these presents to be signed by _____, its _____, at _____, _____ County, Wisconsin, on this _____ day of _____, 20____.

In the presence of: MARK & EILEEN LURVEY TRUST

By _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20____, _____ of the above named Trust, to me known to be the person who executed the foregoing instrument, and to me known to be such trustee of said Trust and acknowledged that he executed the foregoing instrument as such officer as the deed of said Trust, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL CERTIFICATE

Resolved, that the plat known as THE GATHERING, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, is hereby approved by the Village Plan Commission on this _____ day of _____, 20____.

Jack Riley, Village President

Debra Michael, Village Clerk

title needs
updated

VILLAGE BOARD APPROVAL CERTIFICATE

Resolved, that the plat known as THE GATHERING, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, is hereby approved by the Village Board.

All conditions have been met as of this _____ day of _____, 20____.

Jack Riley, Village President

I hereby certify the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Summit this _____ day of _____, 20____.

Debra Michael, Village Clerk

VILLAGE OF SUMMIT TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Sarah Lavalliere, being duly appointed, qualified and acting Treasurer of the Village of Summit, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 20____ on any of the lands included in the plat of THE GATHERING.

Date _____

Sarah Lavalliere, Village Treasurer

WAUKESHA COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela F. Reeves, being duly elected appointed, qualified and acting County Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unpaid taxes and no unredeemed tax sales or special assessments as of _____, 20____ on any of the lands included in the plat of THE GATHERING.

Date _____

Pamela F. Reeves, County Treasurer

CURVE TABLE

CURVE NO.	LOT NO.	ARC	RADIUS	DELTA	CHORD BEARING	CH LENGTH	TANGENT IN	TANGENT OUT
1	-	443.42'	409.78'	62°00'00"	S12°39'39"W	422.10'	S43°39'39"W	S18°20'21"E
-	12	310.68'	409.78'	43°26'23"	S21°56'27"W	303.29'	-	-
-	11	112.74'	409.78'	15°45'49"	S07°39'38"E	112.38'	-	-
-	10	20.00'	409.78'	2°47'48"	S16°56'27"E	20.00'	-	-
2	-	153.63'	2995.34'	2°56'19"	S19°48'31"E	153.61'	S18°20'21"E	S21°16'40"E
-	8	8.00'	2995.34'	0°09'11"	S18°24'56"E	8.00'	-	-
-	7	125.63'	2995.34'	2°24'11"	S19°41'37"E	125.62'	-	-
-	O.L. 1	20.00'	2995.34'	0°22'57"	S21°05'11"E	20.00'	-	-
3	O.L. 1	5.26'	592.70'	0°30'29"	N61°14'47"W	5.25'	N60°59'32"W	N61°30'01"W
4	-	329.84'	651.67'	29°00'00"	N76°00'01"W	326.33'	N61°30'01"W	S89°29'59"W
-	2	82.99'	651.67'	7°17'46"	N65°08'54"W	82.93'	-	-
-	1	114.42'	651.67'	10°03'37"	N73°49'36"W	114.28'	-	-
-	O.L. 1	132.43'	651.67'	11°38'37"	N84°40'43"W	132.20'	-	-

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
- Dimensions along curves are arc lengths.
- FLOOD ZONE CLASSIFICATION:** The property lies with in Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map Community Panel No. 55133C0164H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chance.
- OUTLOT STATEMENT:** Each individual lot owner of Lots 1-12 shall have an undividable fractional ownership in Outlot 1. The Village of Summit and Waukesha County shall not be liable for any fees or special assessments in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency. Outlot 1 is intended for open space, storm water management, a parking lot and public/private trails. Easements within Outlot 1 and who the easements are granted to are noted on this plat. The easement areas are maintained by the entity that the easements are granted to. All other areas within Outlot 1 are maintained by The Gathering Homeowners Association.
- All lands within areas labeled "drainage easement" are reserved for storm water collection, conveyance, treatment or infiltration. All drainage and access easements are granted to The Gathering Homeowners Association and the Village of Summit. No buildings or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt storm water flows in any way. There is a separately recorded Storm Water Management Practice Maintenance Agreement that contains specific maintenance requirements for these areas. The drainage easements are to be maintained by The Gathering Homeowners Association. The Village of Summit or their designee is authorized access into the drainage easements for purposes of inspecting the storm water management practices or enforcing the terms of the Maintenance Agreement.
- Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under Article IX Section 1, of the State Constitution.
- Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
- The concrete bridge shown over the Bark River is privately owned. The Village of Summit shall have no responsibility for maintenance or reconstruction thereof.
- No further land division is allowed unless a public road is constructed.
- The public trail easement shown on this plat is granted to the Village of Summit. The construction of the trail is subject to approvals from the Village of Summit, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. The public trail easement is for public use.
- The adjacent subdivision located in the southwest corner of this plat, known as Lincolnwood West, and the existing farm fields located directly north of the Bark River (SUMT071499004 & SUMT0714999) will be transferred to the Village of Dousman on or before 2048. See Village of Dousman's Land Use Plan for categories.
- Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Access Note: §233.05(1) As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

WETLAND/FLOODPLAIN/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

Those areas of land identified as Wetland/Floodplain/Primary Environmental Corridor on this Subdivision Plat shall be subject to the following restrictions:

- Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Summit. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Summit, shall also be permitted.
- Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted subject to the approval of the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings area is prohibited.
- The proposed trail and parking lot to be located within their respective easements are allowed in the floodplain and primary environmental corridor. This includes grading, filling and topsoil removal and the removal of vegetative cover in order to construct the trail and parking lot. No filling is allowed within the floodplain area when constructing them. The trail and parking lot are subject to approval by the Village of Summit, Wisconsin Department of Natural Resources and the Army Corps of Engineers.

BASEMENT RESTRICTION - GROUNDWATER

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



Prepared by:
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Owner/Subdivider
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 NI221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: (262) 650-9700

This instrument drafted by John P. Konopacki, PL5-Registration No. 5-2461

PINNACLE ENGINEERING GROUP



Building a Better World
for All of Us®

March 25, 2025

RE: Village of Summit
The Gathering - Storm Water
Management and Engineering
Improvement Plan Review
SEH No. 176551 Task 41

Ms. Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Ms. Barrows:

We recently received Storm Water Management (SWMP) and Engineering Improvements Plans for The Gathering development located in the Village of Summit. Twelve lots are proposed for this single-family residential development. Six lots are located along the north side of Whitaker Lane and the other six lots are located along the west side of S. Wayfare Trail. All twelve lots would be access off existing roadways and no new roadways are proposed for this development. A wet detention basin is proposed to provide the storm water management for the development. The minimum lot size proposed is 36,000 sq.ft. Private asphalt trails are proposed throughout the outlot areas of the development with a 12-foot easement proposed for a public trail along the floodway of the Bark River.

The plans have been prepared by Pinnacle Engineering Group. The SWMP reviewed is dated February 10, 2025 and includes the storm water maintenance agreement. The Engineering Improvements Plans reviewed has a revision date of February 27, 2025. A landscaping plan has also been submitted and reviewed for engineering related items.

Based on the information provided, it appears that adequate area has been set aside to address the Village and State's storm water requirements but many revisions are needed for both the storm water and grading plan that will affect the plan results, so no approvals should be implied but the plans do provide enough supporting evidence to be comfortable moving forward with the concept proposed. The comments provided are mostly generalized since the plans are missing much of the needed detail to do a thorough review. A plan mark-up is included with the review to help the project engineer revise the plans and provide the necessary detail.

Storm Water Management Plan

- 1) It appears that the conclusion that infiltration should be exempt appears to be valid and upon formal request, should be accepted.
- 2) The infiltration rate used for the existing kettle/depression (0.11 in/hr) should be verified. There appears to have been a soil boring taken for Lot 8 that may provide supplemental information to verify the rate used, the results of the boring should be provided. This could potentially affect the allowable release rate.

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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- 3) For WinSLAMM modeling:
 - Filter Strip #2's minimum flow length needs to be adjusted to match the easement width of 50-feet, or the easement will need to be expanded to the flow length used in the model of 70-feet.
 - The WinSLAMM map needs to be updated
 - The sharp crested weir height doesn't appear to be consistent with the structure modeled in HydroCAD.
 - Additional information, and supporting documentation, should be provided to justify the infiltration rate used for water quality associated with the Whitaker Lane roadside swale.
- 4) For SWMA:
 - Throughout the document, "The" should be capitalized, and included, when referring to the name of the development; "The Gathering".
 - Update Debra Michel's title to "Administrator-Clerk/Treasurer".
 - Update the name of the development in Exhibit D.
 - Add a section for maintenance of the filter strips, consistent with the modeling requirements.

Engineering Improvements Plans

C-3 Interim Grading & Erosion Control Plan

- 5) Grading is needed to properly prepare the necessary driveway culvert to be installed for each of the lots. Some grading is shown in the master grading plan, but this ditch grading should occur with the initial site grading to create uniform slopes and restoration. It is allowed, and recommended, to utilize arched type culvert pipes since the grading shown in the master grading plan does not appear to allow adequate cover for the driveway culverts. Channel erosion control blanket needs to be used to stabilize the roadside swale. Sediment logs should be placed in the along the roadside swale once grading begins and remain until matted.
- 6) Recommend extending the TRM, or at a minimum extending Channel Type matting past the boardwalk crossing beyond the wet pond spillway/overflow structure, along the anticipated flow path.

C-4 Interim Grading & Erosion Control Plan

- 7) No construction entrance is shown coming off S. Wayfare Trail. If this is required, a note and potentially signage should be required stating as such. If construction traffic is allowed, then an entrance should be proposed.
- 8) Grading is needed to properly prepare the necessary driveway culvert to be installed for each of the lots. Some grading is shown in the master grading plan, but this ditch grading should occur with the initial site grading to create uniform slopes and restoration. It is allowed, and recommended, to utilize arched type culvert pipes since the grading shown in the master grading plan does not appear to allow adequate cover for the driveway culverts. Channel erosion control blanket needs to be used to stabilize the roadside swale. Sediment logs should be placed in the along the roadside swale once grading begins and remain until matted.
- 9) Recommend the side yard grading between lots 9 & 10 be amended to eliminate the swale that the proposed 867-foot contour creates. It appears the high/break point could be raised to allow for adequate slope along the property line towards the basin. It would be preferred to minimize concentrated flow across the paved path.

C-5 Master Grading Plan

- 1) The proposed/necessary culvert for each driveway should be shown on the plan, along with the length, slope, size and material of the pipe. As prior noted, an equivalent sized arch pipe may provide more cover than the typical round pipe noted in the table provided. It should also be noted that culvert installation is the builder/owner's responsibility.
- 2) The recommended TOF grading for Lot 1 only allows for a 9-foot basement or shallower, a note should be provided to alert the homebuyer/builder of this restriction. It appears that up to a 10-foot basement depth could be achieved on the others along Whitaker Lane but there are still restrictions on custom basement depths due to the season high ground water.
- 3) It appears that the existing mailbox in front of Lot 2 will need to be relocated by the developer. The mailbox in front of Lot 6 may need to be moved, or at least protected, for the grading of the swale and driveway installation. Appropriate notes should be added.
- 4) The fifty foot setback structure setback, measured from the calculated 100-year storm event maximum elevation should be shown on the plan, as well as a note regarding the minimum exposure/yard grade being two-feet above the same elevation.

C-6 Master Grading Plan

- 1) The proposed/necessary culvert for each driveway should be shown on the plan, along with the length, slope, size and material of the pipe. As prior noted, an equivalent sized arch pipe may provide more cover than the typical round pipe noted in the table provided. It should also be noted that culvert installation is the builder/owner's responsibility.
- 2) Lots 11 & 12 appear better suited for full exposures and should be utilized unless the developer is avoiding their use.
- 3) The fifty foot setback structure setback, measured from the calculated 100-year storm event maximum elevation should be shown on the plan, as well as a note regarding the minimum exposure/yard grade being two-feet above the same elevation.

C-7 Construction Details

- 1) A boardwalk detail needs to be provided. Structural plans, designed by a structural engineer, licensed in WI, should be provided.
- 2) The Pedestrian Path Detail should include how the edges are proposed to be restored. It should also indicate the required pitch, or crown, of the path.
- 3) The linework for the Overflow (Weir) Structure Detail is difficult to read.
- 4) The Wet Pond Cross Section has a leadered note regarding the "Wet Pond Spillway" that doesn't appear to be in the correct location.
- 5) Note 2 for the Wet Pond Spillway detail should be clearer, the type of matting should be provided. Recommend TRM be extended, preferably to or past the proposed boardwalk.
- 6) For the Construction Sequence:
 - For Step 2, the last sentence should be clearer – does the original grade refer to the proposed/design grade?
 - For Step 4, grading of the ROW/roadside swale should be added/included in this step.
 - For Step 5, add restoration of the ROW/roadside swale.
 - Preparation and paving of the trail should be included in the sequencing.

General Comments

- 1) A Village SW & EC permit will be required.
- 2) A sign plan should be submitted.

- 3) The Landscape Plan provided needs to be updated to be consistent with the engineering plans, most notably regarding the boardwalk locations and trail material. No review included on proposed plant and trees proposed, it's assumed that you will be providing that review.
- 4) The current condition of the Whitaker Lane and S. Wayfare Trail should be well documented prior to beginning construction. Consideration should be given to providing guarantees on the condition of the roadway after the construction and home building is complete.
- 5) A Developer's Agreement should be considered for the improvements in the ROW.
- 6) A financial guarantee will be required.
- 7) An as-built plan of the storm water basin, swales leading to the basin, and roadside swale grading for both Whitaker Lane and S. Wayfare Trail.

Please do not hesitate to contact me with any questions or comments at 414.507.8840 or bpehl@sehinc.com.

Sincerely,



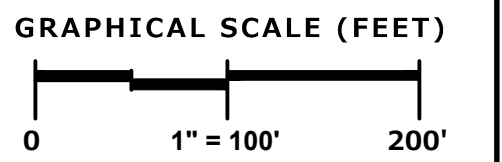
Brian Pehl, PE
(Lic. WI)

CC: Kamron Nash, Village Public Works Director
Tony Zanon, PE - Pinnacle Engineering Group
Eric Maki, PE - Pinnacle Engineering Group
John Siepmann – Siepmann Realty Corp.

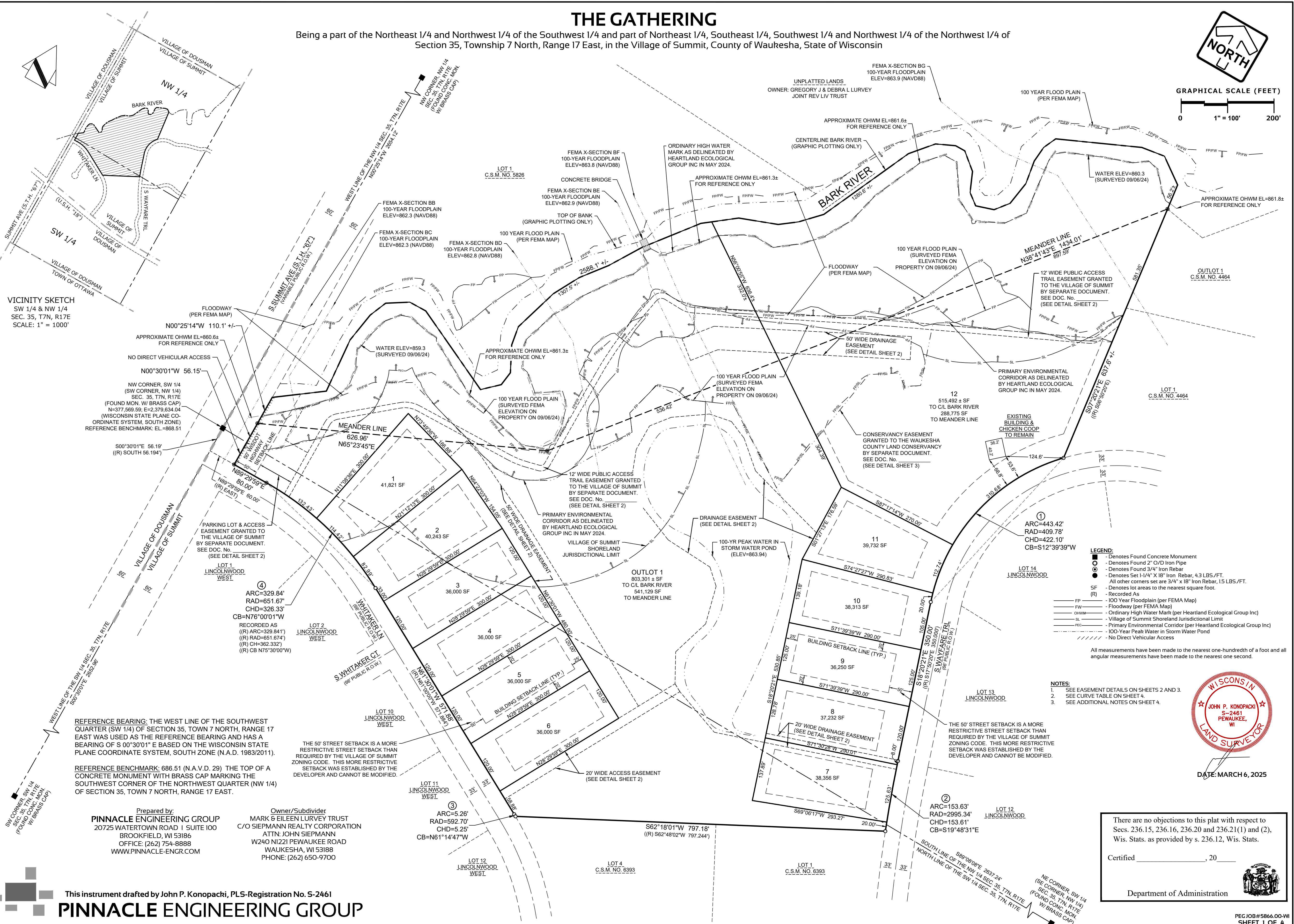
btp

THE GATHERING

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



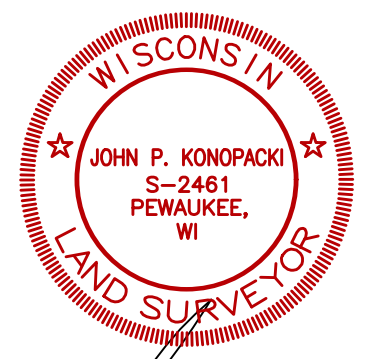
VICINITY SKETCH
SW 1/4 & NW 1/4
SEC. 35, T7N, R17E
SCALE: 1" = 1000'



- LEGEND:**
- Denotes Found Concrete Monument
 - Denotes Found 2" O/D Iron Pipe
 - Denotes Found 3/4" Iron Rebar
 - Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LB5./FT. All other corners set are 3/4" x 18" Iron Rebar, 1.5 LB5./FT.
 - SF Denotes lot areas to the nearest square foot.
 - (R) Recorded As
 - FP 100 Year Floodplain (per FEMA Map)
 - FW Floodway (per FEMA Map)
 - OHWM Ordinary High Water Mark (per Heartland Ecological Group Inc)
 - SL Village of Summit Shoreland Jurisdictional Limit
 - REC Primary Environmental Corridor (per Heartland Ecological Group Inc)
 - 100 Year Peak Water in Storm Water Pond
 - No Direct Vehicular Access

All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.

- NOTES:**
- SEE EASEMENT DETAILS ON SHEETS 2 AND 3.
 - SEE CURVE TABLE ON SHEET 4.
 - SEE ADDITIONAL NOTES ON SHEET 4.

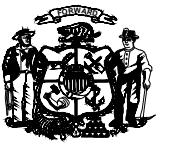


DATE: MARCH 6, 2025

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



Prepared by:
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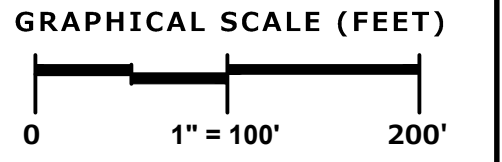
Owner/Subdivider
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: (262) 650-9700

REFERENCE BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF S 00°30'01" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1983/2011).

REFERENCE BENCHMARK: 686.51 (N.A.V.D. 29) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST.

THE GATHERING

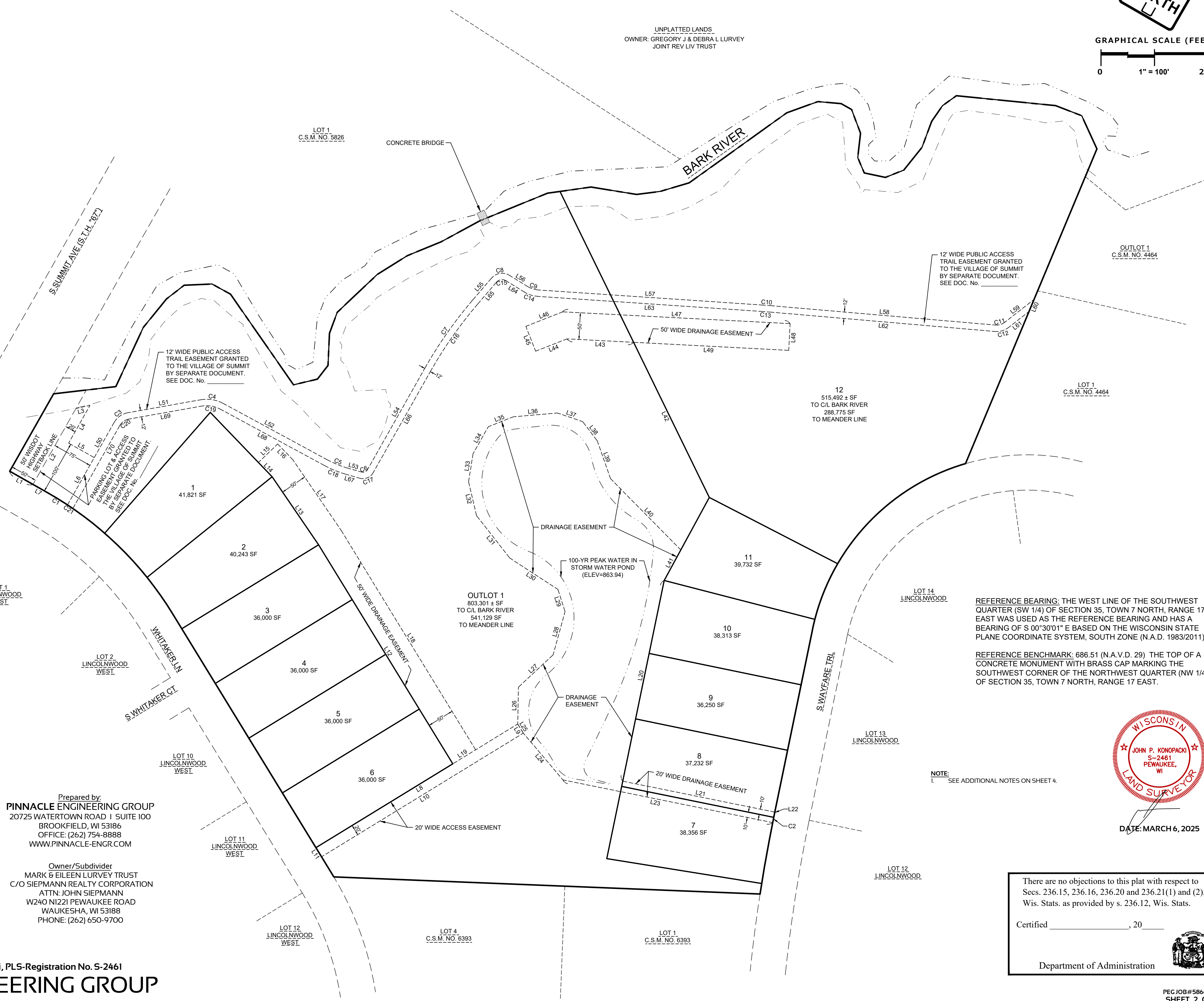
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



LINE NO.	BEARING	DISTANCE
L1	N89°29'59"E	50.00'
L2	N00°30'01"W	163.00'
L3	N47°30'45"E	26.91'
L4	S00°30'01"E	81.00'
L5	N89°29'59"E	55.00'
L6	S00°30'01"E	101.56'
L7	S89°29'59"W	30.00'
L8	N28°29'59"E	442.32'
L9	S61°30'01"E	20.00'
L10	S28°29'59"W	442.32'
L11	N61°30'01"W	20.00'
L12	N61°30'01"W	480.00'
L13	N64°22'03"W	154.05'
L14	N73°49'36"W	37.00'
L15	N16°10'24"E	50.00'
L16	S73°49'36"E	41.14'
L17	S64°22'03"E	159.44'
L18	S61°30'01"E	481.25'
L19	S28°29'59"W	50.00'
L20	S18°20'21"E	382.96'
L21	N71°30'28"E	290.00'
L22	S18°20'21"E	2.00'
L23	S71°30'12"W	400.00'
L24	N70°16'13"W	114.59'
L25	N61°30'01"W	20.00'
L26	N28°57'52"W	68.84'
L27	N17°03'34"E	88.42'
L28	N14°30'52"W	84.17'
L29	N47°54'10"W	43.45'
L30	N86°57'15"W	107.22'
L31	N68°04'19"W	100.90'
L32	N43°14'07"W	65.00'
L33	N20°58'06"W	53.00'
L34	N00°32'23"W	58.00'
L35	N38°19'16"E	50.00'
L36	N54°59'16"E	83.00'
L37	N78°51'54"E	50.00'
L38	S67°12'40"E	45.00'
L39	S49°20'14"E	75.00'
L40	S74°35'59"E	187.00'
L41	S01°27'13"E	65.00'
L42	N56°00'55"W	322.68'
L43	S62°57'46"W	124.63'
L44	S38°32'19"W	63.00'
L45	N51°27'41"W	50.00'
L46	N38°32'19"E	73.82'
L47	N62°57'46"E	425.82'
L48	S27°02'14"E	50.00'
L49	S62°57'46"W	290.37'
L50	N00°30'01"W	177.47'

LINE NO.	BEARING	DISTANCE
L51	N49°53'32"E	138.17'
L52	N88°26'30"E	220.13'
L53	N76°01'25"E	26.58'
L54	N00°30'48"W	217.06'
L55	N10°36'07"E	54.08'
L56	S88°21'11"E	40.06'
L57	N63°50'47"E	417.75'
L58	N64°55'57"E	420.25'
L59	N21°58'45"E	69.84'
L60	S07°20'21"E	24.51'
L61	S21°58'45"W	48.47'
L62	S64°58'57"W	420.25'
L63	S63°50'47"W	417.75'
L64	N88°21'11"W	40.06'
L65	S10°36'07"W	54.08'
L66	S00°30'48"E	217.06'
L67	S76°01'25"W	26.58'
L68	S88°26'30"W	220.13'
L69	S49°53'32"W	138.17'
L70	S00°30'01"E	178.41'

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	45.04'	651.67'	N88°31'14"W	45.03'
C2	18.00'	2995.34'	S18°30'41"E	18.00'
C3	31.66'	36.00'	N24°41'46"E	30.65'
C4	44.41'	66.00'	N69°10'01"E	43.57'
C5	42.05'	194.00'	N82°13'57"E	41.96'
C6	13.36'	10.00'	N37°45'19"E	12.39'
C7	156.36'	806.00'	N05°02'39"E	156.12'
C8	36.78'	26.00'	N51°07'28"E	33.79'
C9	21.35'	44.00'	N77°44'48"E	21.14'
C10	19.07'	1006.00'	N64°23'22"E	19.07'
C11	17.99'	24.00'	N43°27'21"E	17.57'
C12	26.99'	36.00'	S43°27'21"W	26.36'
C13	18.84'	994.00'	S64°23'22"W	18.84'
C14	27.17'	56.00'	S77°44'48"W	26.91'
C15	19.80'	14.00'	S51°07'28"W	18.19'
C16	154.03'	794.00'	S05°02'39"W	153.79'
C17	29.39'	22.00'	S37°45'19"W	27.25'
C18	44.65'	206.00'	S82°13'57"W	44.56'
C19	36.33'	54.00'	S69°10'01"W	35.65'
C20	21.11'	24.00'	S24°41'46"W	20.43'
C21	12.04'	651.67'	N86°00'41"W	12.04'

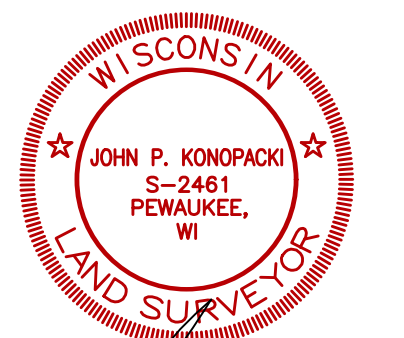


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DATE: MARCH 6, 2025

NOTE:
1. SEE ADDITIONAL NOTES ON SHEET 4.

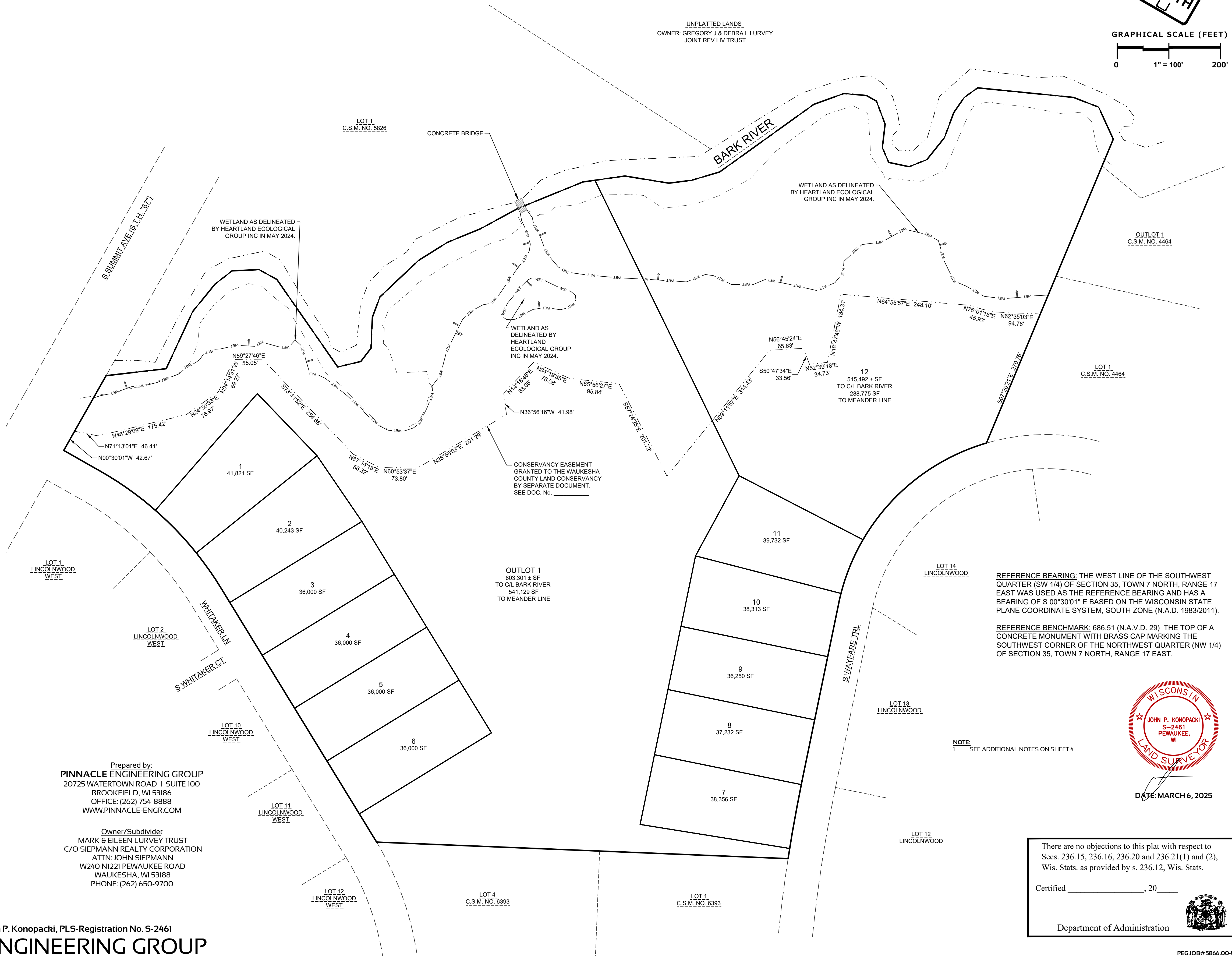
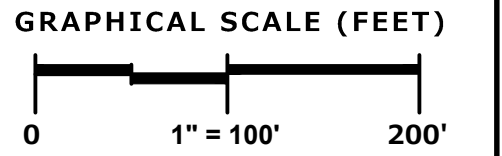
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____
Department of Administration



THE GATHERING

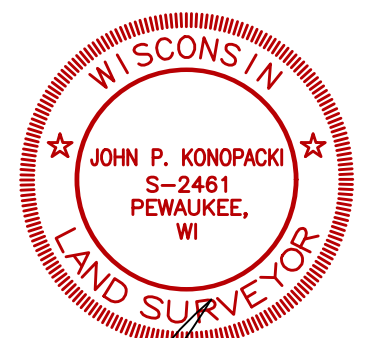
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



REFERENCE BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF S 00°30'01" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1983/2011).

REFERENCE BENCHMARK: 686.51 (N.A.V.D. 29) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST.

NOTE:
1. SEE ADDITIONAL NOTES ON SHEET 4.

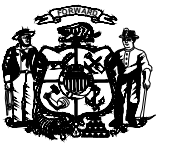


DATE: MARCH 6, 2025

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Subdivider
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 NI221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: (262) 650-9700

THE GATHERING

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River, thence northwesterly 2588 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 638 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said to the left curve and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°48'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 6393, 797.18 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'01" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 80.00 feet to the Point of Beginning.

Containing 1,734,740 ± square feet (39.8242 ± acres) of land to centerline of Bark River and 1,243,317 square feet (28.5426 acres) of land to meander line.

That I have made such survey, land division and map by the direction of MARK & EILEEN LURVEY TRUST, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes, the Village of Summit Land Division and Platting Ordinance and the Land Division Ordinance of Waukesha County in surveying, mapping and dividing the lands within the subdivision.

Date: MARCH 6, 2025



John P. Konopacki
Professional Land Surveyor S-2461

OWNER'S CERTIFICATE OF DEDICATION

MARK & EILEEN LURVEY TRUST, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Trust caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

MARK & EILEEN LURVEY TRUST also certifies that this plat is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- Village of Summit
- Wisconsin Department of Administration
- Waukesha County Parks and Land Use Department
- Wisconsin Department of Transportation

IN WITNESS WHEREOF, the said MARK & EILEEN LURVEY TRUST, has caused these presents to be signed by _____, its _____, at _____, _____ County, Wisconsin, on this _____ day of _____, 20__.

In the presence of: MARK & EILEEN LURVEY TRUST

By _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20__, _____, of the above named Trust, to me known to be the person who executed the foregoing instrument, and to me known to be such trustee of said Trust and acknowledged that he executed the foregoing instrument as such officer as the deed of said Trust, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

VILLAGE PLAN COMMISSION APPROVAL CERTIFICATE

Resolved, that the plat known as THE GATHERING, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, is hereby approved by the Village Plan Commission on this _____ day of _____, 20__.

Jack Riley, Village President

Debra Michael, Village Clerk

VILLAGE BOARD APPROVAL CERTIFICATE

Resolved, that the plat known as THE GATHERING, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, is hereby approved by the Village Board.

All conditions have been met as of this _____ day of _____, 20__.

Jack Riley, Village President

I hereby certify the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Summit this _____ day of _____, 20__.

Debra Michael, Village Clerk

VILLAGE OF SUMMIT TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Sarah Lavalliere, being duly appointed, qualified and acting Treasurer of the Village of Summit, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 20__ on any of the lands included in the plat of THE GATHERING.

Date _____

Sarah Lavalliere, Village Treasurer

WAUKESHA COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela F. Reeves, being duly elected appointed, qualified and acting County Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unpaid taxes and no unredeemed tax sales or special assessments as of _____, 20__ on any of the lands included in the plat of THE GATHERING.

Date _____

Pamela F. Reeves, County Treasurer

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
- Dimensions along curves are arc lengths.
- FLOOD ZONE CLASSIFICATION:** The property lies with in Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map Community Panel No. 55133C0164H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chance.
- OUTLOT STATEMENT:** Each individual lot owner of Lots 1-12 shall have an undividable fractional ownership in Outlot 1. The Village of Summit and Waukesha County shall not be liable for any fees or special assessments in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency. Outlot 1 is intended for open space, storm water management, a parking lot and public/private trails. Easements within Outlot 1 and who the easements are granted to are noted on this plat. The easement areas are maintained by the entity that the easements are granted to. All other areas within Outlot 1 are maintained by The Gathering Homeowners Association.
- All lands within areas labeled "drainage easement" are reserved for storm water collection, conveyance, treatment or infiltration. All drainage and access easements are granted to The Gathering Homeowners Association and the Village of Summit. No buildings or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt storm water flows in any way. There is a separately recorded Storm Water Management Practice Maintenance Agreement that contains specific maintenance requirements for these areas. The drainage easements are to be maintained by The Gathering Homeowners Association. The Village of Summit or their designee is authorized access into the drainage easements for purposes of inspecting the storm water management practices or enforcing the terms of the Maintenance Agreement.
- Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under Article IX Section 1, of the State Constitution.
- Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
- The concrete bridge shown over the Bark River is privately owned. The Village of Summit shall have no responsibility for maintenance or reconstruction thereof.
- No further land division is allowed unless a public road is constructed.
- The public trail easement shown on this plat is granted to the Village of Summit. The construction of the trail is subject to approvals from the Village of Summit, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. The public trail easement is for public use.
- The adjacent subdivision located in the southwest corner of this plat, known as Lincolnwood West, and the existing farm fields located directly north of the Bark River (SUMT071499004 & SUMT0714999) will be transferred to the Village of Dousman on or before 2048. See Village of Dousman's Land Use Plan for categories.
- Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Access Note: §233.05(1) As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

WETLAND/FLOODPLAIN/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

Those areas of land identified as Wetland/Floodplain/Primary Environmental Corridor on this Subdivision Plat shall be subject to the following restrictions:

- Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Summit. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Summit, shall also be permitted.
- Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted subject to the approval of the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings area is prohibited.
- The proposed trail and parking lot to be located within their respective easements are allowed in the floodplain and primary environmental corridor. This includes grading, filling and topsoil removal and the removal of vegetative cover in order to construct the trail and parking lot. No filling is allowed within the floodplain area when constructing them. The trail and parking lot are subject to approval by the Village of Summit, Wisconsin Department of Natural Resources and the Army Corps of Engineers.

BASEMENT RESTRICTION - GROUNDWATER

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Subdivider
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 NI221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: (262) 650-9700

This instrument drafted by John P. Konopacki, PL5-Registration No. S-2461

PINNACLE ENGINEERING GROUP

THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

LANDSCAPE PLAN

Drawn by Karen A. Siepmann
January 30, 2025

NOTES

All planting beds to be mulched with shredded hardwood bark.

All plants to be guaranteed for one year.

All plants to be watered at time of planting.

*Locate all underground utilities before digging.
DIGGER'S HOTLINE
1-800-242-8511

Siepmann
REALTY CORPORATION

W240 N1221 Pewaukee Road
Waukesha, WI 53188
262-650-9700

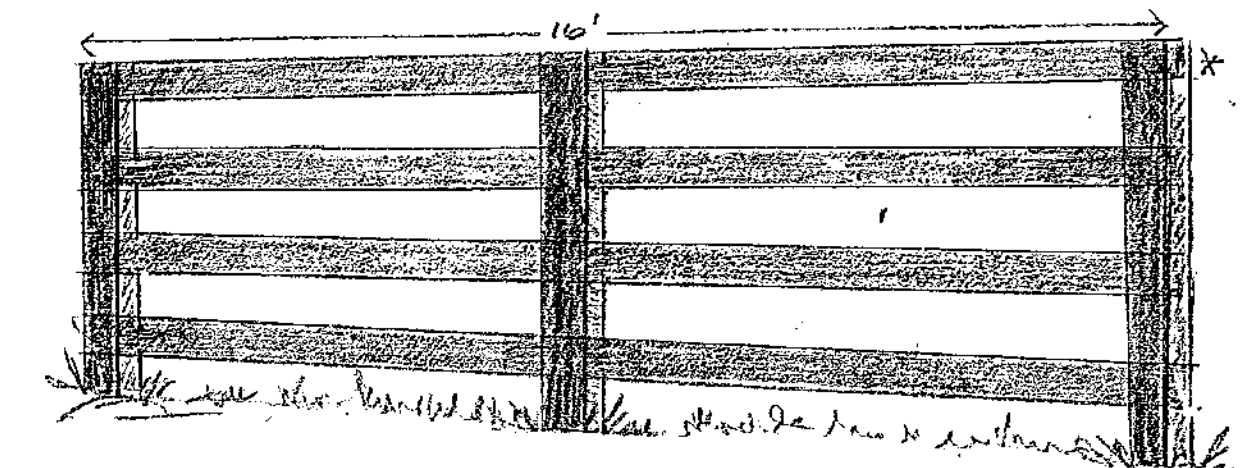
The Gathering Plant List

Deciduous Trees

Scientific Name	Common Name	Quantity	Size
Acer x freemanii 'Jeffersred'	Freeman Maple	3	1 1/2"
Ostrya virginiana	American Hophornbeam	6	1 1/2"
Quercus bicolor	Swamp White Oak	2	1 1/2"

Evergreens

Juniperus virginiana	Red Cedar	10	4'
Pinus strobus	Eastern White Pine	16	4'

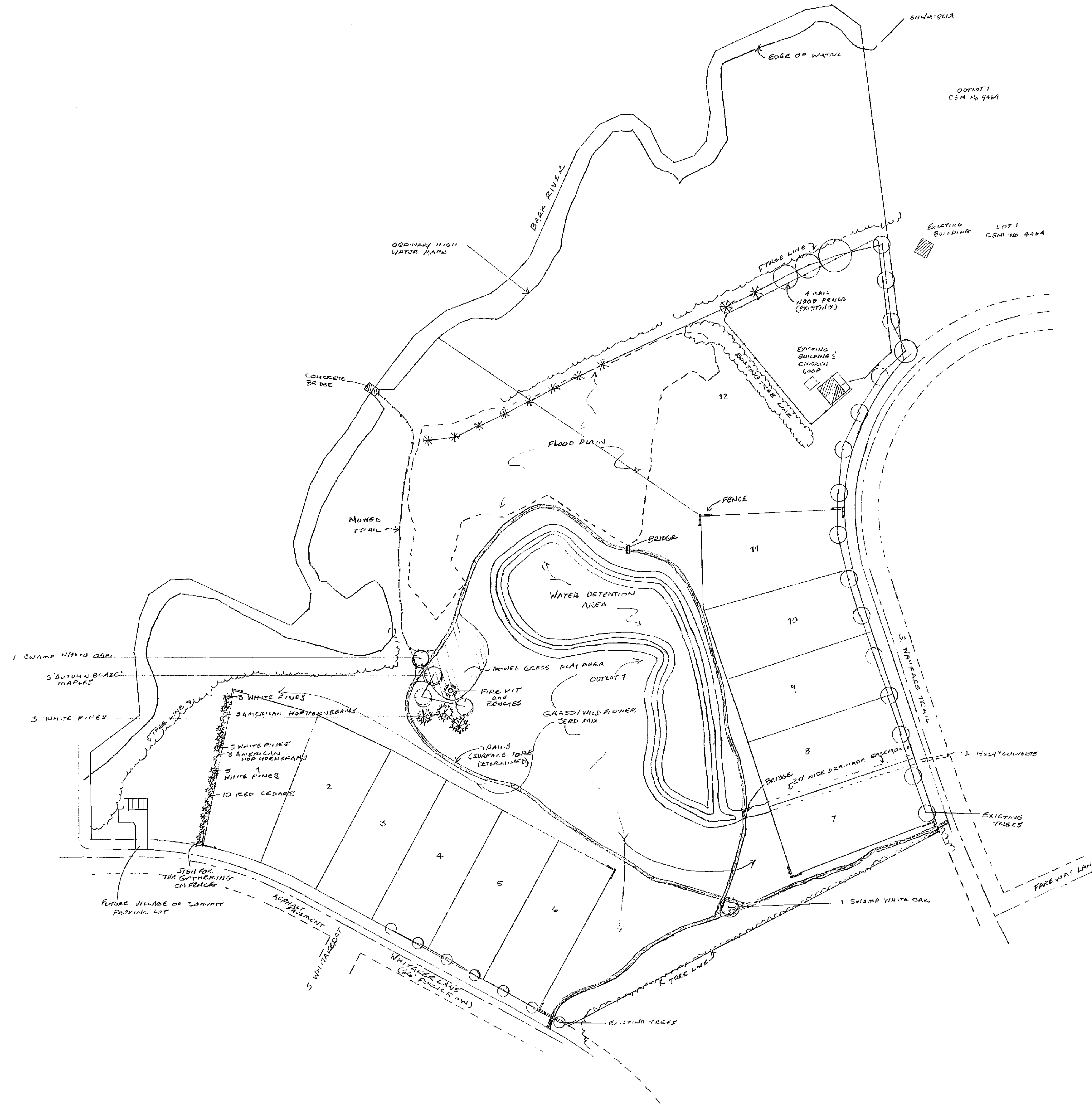


FENCE TO MATCH FARMETTE FENCE ON LOT 12
* NOT DRAWN TO SCALE

← SYMBOL ON PLAN REPRESENTS 16 FOOT FENCE SECTIONS



SCALE
1 INCH = 100 FEET



REVIEWED: ASZ
DESIGNED: EM
DRAFTED: BR
THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

FOR REVIEW
FOR REVIEW
COVER SHEET
© COPYRIGHT 2021

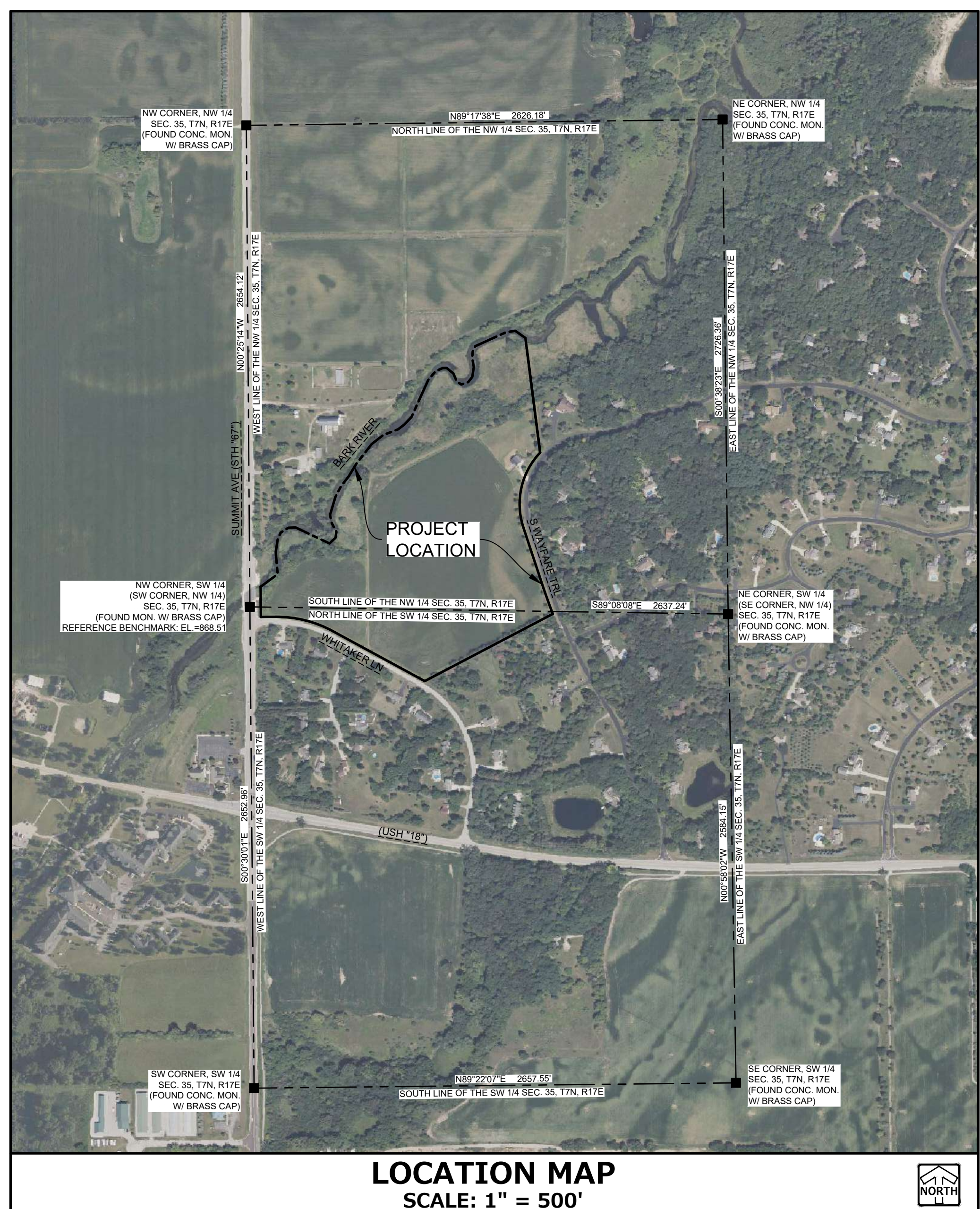
ENGINEERING IMPROVEMENT PLANS FOR THE GATHERING VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

PLANS PREPARED FOR
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION

ATTN: JOHN SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188
PHONE: 262-650-9700

LEGEND	
	EXISTING PROPOSED
SANITARY SEWER MANHOLE	⊙
STORM SEWER MANHOLE	⊙
STORM SEWER CATCH BASIN (ROUND CASTING)	⊙
STORM SEWER CATCH BASIN (RECTANGULAR CASTING)	⊙
PRECAST FLARED END SECTION	⊙
CONCRETE HEADWALL	⊙
VALVE BOX	⊙
FIRE HYDRANT	⊙
CLEANOUT	⊙
SANITARY SEWER	—
FORCE MAIN	—
STORM SEWER	—
DRAIN TILE	—
WATER MAIN	—
FIRE PROTECTION	—
ELECTRICAL CABLE	—
OVERHEAD WIRES	—
GAS MAIN	—
TELEPHONE LINE	—
UTILITY CROSSING	—
CAUTION EXISTING UTILITIES NEARBY	⚠
GRANULAR TRENCH BACKFILL	▨
LIGHTING	⚡
ELECTRICAL TRANSFORMER OR PEDESTAL	⚡
POWER POLE	⚡
POWER POLE WITH LIGHT	⚡
GUY WIRE	⚡
STREET SIGN	⚡
CONTOUR	749
SPOT ELEVATION	x (750.00) + 750.00
WETLANDS	—
PRIMARY ENVIRONMENTAL CORRIDOR	—
FLOODWAY	—
FLOODPLAIN	—
HIGH WATER LEVEL (HWL)	—
NORMAL WATER LEVEL (NWL)	—
DIRECTION OF SURFACE FLOW	→
DITCH OR SWALE	—
DIVERSION SWALE	—
OVERFLOW RELIEF ROUTING	→
TREE WITH TRUNK SIZE	* *
SOIL BORING	⊙
TOPSOIL PROBE	⊙
FENCE LINE, TEMPORARY SILT	—
FENCE LINE, WIRE	—
FENCE LINE, CHAIN LINK OR IRON	—
FENCE LINE, WOOD OR PLASTIC	—
CONCRETE SIDEWALK	—
CURB AND GUTTER	—
DEPRESSED CURB	—
REVERSE PITCH CURB & GUTTER	—
EASEMENT LINE	—

ABBREVIATIONS			
BL	BASE LINE	MH	MANHOLE
BP	BOTTOM OF PIPE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
FYG	FINISHED YARD GRADE	TS	TOP OF SIDEWALK
HWL	HIGH WATER LEVEL	TW	TOP OF FOUNDATION WALL
INV	INVERT	WM	WATER MAIN
L	LENGTH OF CURVE	Δ	INTERSECTION ANGLE



INDEX OF SHEETS	
C-1	COVER SHEET
C-2	SITE PLAN
C-3 - C-4	INTERIM GRADING & EROSION CONTROL PLAN
C-5 - C-6	MASTER GRADING PLAN
C-7	CONSTRUCTION DETAILS

GENERAL NOTES	
1.	THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
2.	THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
3.	THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
4.	QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
5.	PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
6.	COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
7.	SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
8.	THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
9.	THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGERS' HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
10.	SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
11.	CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."
12.	THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

APPLICANT/DEVELOPER	CIVIL ENGINEERING CONTACTS
MARK & EILEEN LURVEY TRUST C/O SIEPMANN REALTY CORPORATION ATTN: JOHN SIEPMANN W240 N1221 PEWAUKEE ROAD WAUKESHA, WI 53188 PHONE: (262) 650-9700	ANTHONY S. ZANON, P.E. ERIC J. MAKI, P.E. 20725 WATERTOWN ROAD, SUITE 100 BROOKFIELD, WI 53186 (262) 754-8888 EMAIL: tony.zanon@pinnacle-engr.com
	<p>Toll Free (800) 242-8511 Milwaukee Area (414) 259-1181 Hearing Impaired TDD (800) 642-2289 www.DiggersHotline.com</p>
EXPIRATION DATE: JULY 31st, 2026 PINNACLE ENGINEERING GROUP, LLC ENGINEER'S LIMITATION	
PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION. FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.	

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WISCONSIN OFFICE:
20725 WATERTOWN ROAD
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

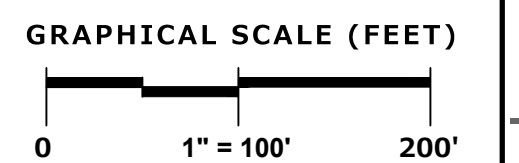
COVER SHEET

REVISIONS	
1. GRADING LOTS 7-12	02-27-25

REG JOB NO: 5866.00-WI	ASZ	N.T.S.	SHEET
REG PM: _____	START DATE: 02-10-25	SCALE: _____	C-1
			OF
			C-7

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Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the West line of the Southwest 1/4 of Section 35, Township 7 North, Range 17 East which has a bearing of S00°30'01"E.

SOILS ON SITE:
CeB = Casco loam (B)
FoA = Fox loam (C)
FsA = Fox silt loam (B)
HtA = Houghton muck (A/D)
MhA = Matherton sandy loam = (B/D)
MmA = Matherton silt loam = (B/D)
MzK = Mussey loam (B/D)

LEGAL DESCRIPTION:
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River; thence northwesterly 2588 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 636 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said left curve and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°49'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 6393, 797.18 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'01" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 80.00 feet to the Point of Beginning.

GENERAL NOTES:

- Survey prepared for: MARK & EILEEN LURVEY TRUST
- Field work completed on SEPTEMBER 6, 2024
- Flood Zone Classification: The property lies within in Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map, Flood Zone Panel No. 51333C0164H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chances.
- Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Reference Benchmark: Monument with brass cap at the southwest corner of the Northwest 1/4 Section 35, Town 7 North, Range 17 East, Elevation = 686.51.
- Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20243418533 with a clear date of SEPTEMBER 1, 2024. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC. does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Wetlands delineated by Heartland Ecological Group, Inc. MAY, 2024.
- Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
- Where the property being surveyed includes a water boundary, the parties relying on the survey should be aware that: (1) laws regarding the delineation between the ownership of the bed of navigable waters and the upland owner differ from state to state, (2) water boundaries are typically subject to change due to natural causes, and (3) as a result, the boundary shown hereon may or may not represent the actual location of the limit of title. The edge of water and ordinary high-water mark shown hereon was located on September 6, 2024.
- Soil tests performed by Butler Engineering Inc in November 2024.
- Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
- Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Access Note: §233.05(1) This hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat, it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table 1. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.
- Vision Corner: §233.105(2) No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height. This requirement is for Outlot 1 where Whitaker Lane connects to Summit Ave (STH 67).
- 12' wide public access trail easement dedicated to the Village of Summit or Waukesha County for public use. Construction of trail is subject to Village, DNR, and ACOE approvals.

VILLAGE OF SUMMIT ZONING:
R-3 VILLAGE RESIDENTIAL DISTRICT CONSERVATION
DENSITY FACTOR/AREA PER DWELLING UNIT = 28,000 SF
MINIMUM TOTAL OPEN SPACE = 40% OF PROJECT AREA
MINIMUM LOT AREA = 20,000 SF
MINIMUM LOT WIDTH = 120' AT BUILDING SETBACK
MAXIMUM IMPERVIOUS AREA = 10,500 SF OR 15% OF LOT AREA, WHICHEVER IS GREATER
LOCAL STREET SETBACK = 20' (PROPOSING 50')
MINIMUM SIDE YARD = 20'
MINIMUM REAR YARD = 25'
MINIMUM WETLAND SETBACK = 25'
MINIMUM SETBACK FROM OHWM = 75'

PROPOSED NUMBER OF LOTS: 12
PROPOSED NUMBER OF OUTLOTS: 1

PROPOSED NUMBER OF LOTS: 12
PROPOSED NUMBER OF OUTLOTS: 1

PROPOSED NUMBER OF LOTS: 12
PROPOSED NUMBER OF OUTLOTS: 1

PROJECT ENGINEER/SURVEYOR:
ANTHONY S. ZANON, P.E.
JOHN P. KONOPACKI, P.L.S.
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53188
(262) 754-8888
tony.zanon@pinnacle-engr.com

OWNER/DEVELOPER:
MARK & EILEEN LURVEY TRUST
C/O SIEPMANN REALTY CORPORATION
ATTN: JOHN SIEPMANN
W240 N1221 PEWAUKEE ROAD
WAUKESHA, WI 53188
(262) 650-9700
john@siepmannrealty.com

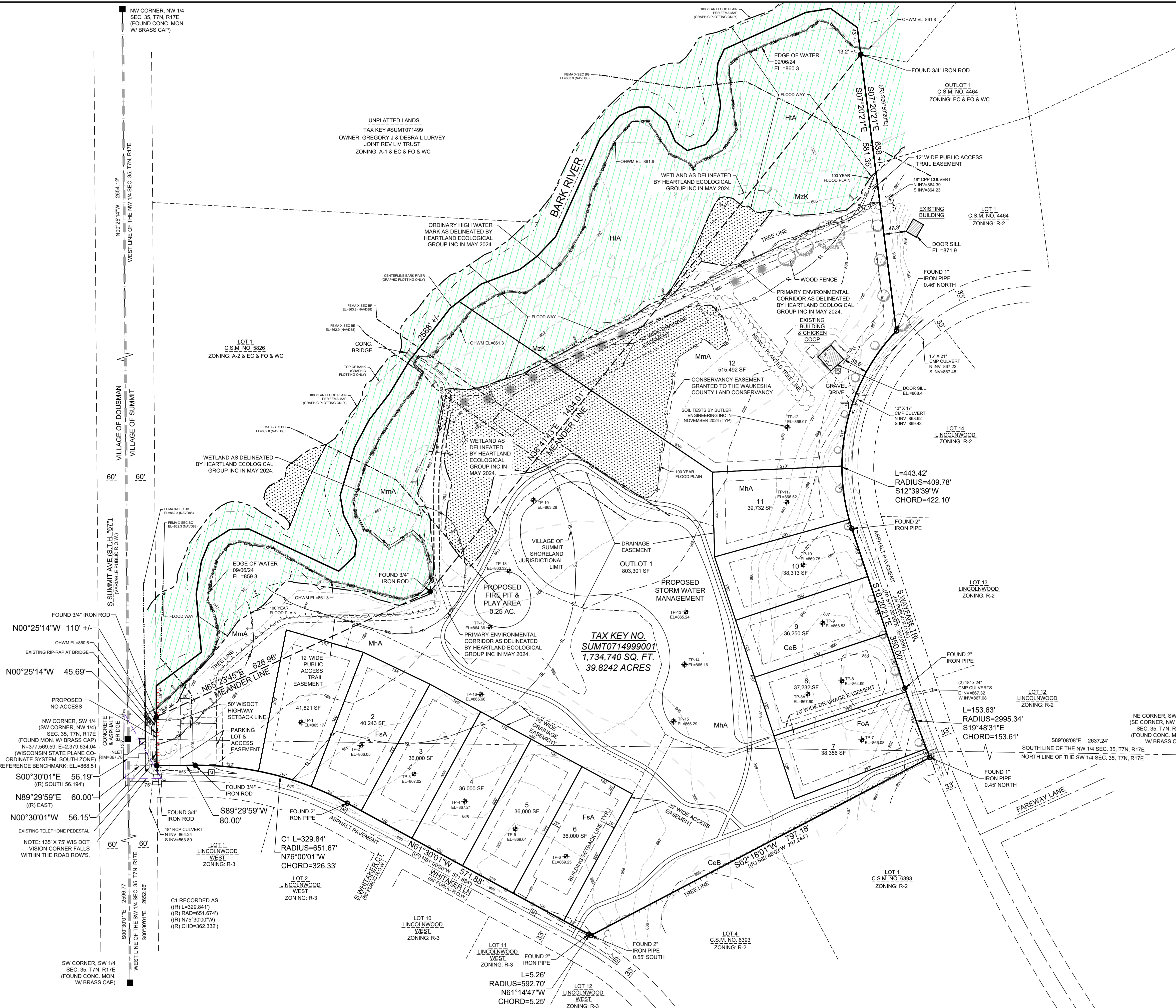
LEGEND OF SYMBOLS & ABBREVIATIONS

Sanitary Manhole	Fiber Optic Marker	Sign
Storm Inlet	Fiber Optic Manhole/Vault	Mail Box
Cleanout	Telephone Pedestal	Flag Pole
Catch Basin	Telephone Manhole/Vault	Basketball Hoop
Latrine	Telephone Marker	Bollard
Unknown Manhole	Transformer	Cross Cut
Well	Electric Meter/Pedestal	Iron Pipe
Hydrant	Electric Manhole/Vault	Iron Reinforced
Water Valve	Cable TV Riser/Box Cable	Mag Nail
Down Spout	Gas Valve	Section Monument
Sprinkler Valve	Gas Meter	Bench Mark
Water Shut Off	Gas Marker	Comifer Tree
Standpipe	Air Conditioning Unit	Deciduous Tree
Water Manhole	Vent	Bush
Flood Light	Directional Arrow	Wetland Symbol
Light Pole	Dumpster	Concrete
Traffic Signal Pole	Handicap Stall	Elevation
Utility Pole	Spot Elevation	Existing
Guy Wire	Sanitary Sewer	Invert
	Storm Sewer	Monument
	Water Main	Point of Beginning
	Fiber Optic Line	Point of Commencement
	Telephone Line	Right of Way
	Electric Line	Section
	Overhead Wires	Sq. Ft. - Square Feet
	Cable Television	With
	Gas Main	(R) - Recorded As
	Wetlands	(D) - Deeded As
	Tree Line	No Access



CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE
VISIT STATUTE §202.09(2) BEFORE YOU WORK ANY NOTICE BEFORE YOU EXCAVATE
M.I.W. AREA 259-1181

NOTE: The location and size of the underground structures and utilities shown hereon have been located by a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc., Etc.



DESIGNED BY: DRLETED: BR
REVIEWED: ASZ
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THE GATHERING
PART OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4, SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 35, T7N, R17E, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

SITE PLAN

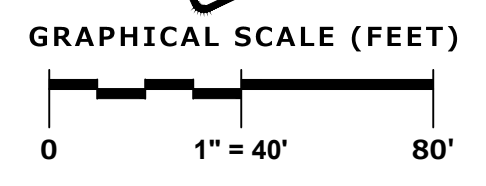
REVISIONS

1. GRADING LOTS 7-12	02-27-25
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REG. JOB NO. 5866.00-WI-ASZ
ASZ
START DATE: 02-10-25
SCALE: 1" = 100'

SHEET C-2
SITE PLAN C-7

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LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED TRACKING PAD (WI DNR 1057)
- PROPOSED SILT FENCE (WI DNR 1056)
- INSTALL PAINTED LATH ALONG DESIGNATED LINE
- PROPOSED STRAW WATTLE DITCH CHECK (WI DNR 1062)
- TEMP. EROSION CONTROL BLANKET S32 (DOT CLASS I, TYPE B) (WI DNR 1052)
- CHANNEL EROSION CONTROL BLANKET C32 OR C32BD (DOT CLASS II, TYPE B) (WI DNR 1053)
- OVERFLOW SPILLWAY MATTING (SEE POND DETAILS) LANDLOK 450 (WI DNR 1052)

- NOTES:
1. USE THIS INTERIM GRADING PLAN FOR CONSTRUCTION.
 2. SEE NOTES AND DETAILS ON CONSTRUCTION DETAIL SHEETS.
 3. KEEP PUBLIC ROADS CLEAN AT ALL TIMES.



CALL DIGGERS HOTLINE
 1-800-242-8511
 TOLL FREE

NOTE: THE LOCATION AND SIZE OF UNDERGROUND STRUCTURES AND UTILITIES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT THE ENGINEER AND/OR SURVEYOR DOES NOT GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.

CONTACT DIGGERS HOTLINE, INC., ETC.
 MILWAUKEE AREA 259-1181

DESIGNED: EM
 REVIEWED: ASZ
 DATED: BR

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES, VISIT WWW.CALLDIGGERS.COM

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THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

INTERIM GRADING & EROSION CONTROL PLAN

REVISIONS	
1 GRADING LOTS 7-12	02-27-25

REG JOB NO: 5866.00-01
 PEG PM: ASZ
 START DATE: 02-10-25
 SCALE: 1" = 40'

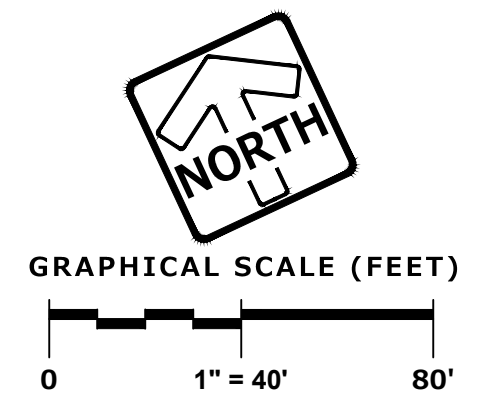
SHEET
C-3
C-7

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FOR REVIEW
 INTERIM GRADING & EROSION CONTROL PLAN
 www.pinnacle-engr.com

LOT #	Soil Observ. (#)*	Surface Elev. (NGVD 29)	Bottom Elev. of Soil Profile	Soil Map Unity Symbol (NRCS)	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table (Feet)	Minimum Basement Floor Elevation**	Septic System Type
1	B-1	865.20	857.70	FsA	860.70	4.50	861.70	Mound
2	B-2	866.10	857.90	FsA	860.10	6.00	861.10	Conventional
3	B-3	867.00	858.20	FsA	860.30	6.70	861.30	Conventional
4	B-4	867.20	858.40	FsA	859.50	7.70	860.50	Conventional
5	B-5	869.00	860.50	FsA	860.50	>8.50	861.50	Conventional
6	B-6	869.30	860.80	FsA	860.80	>8.50	861.80	Conventional

NOTES:
 * = SOIL TEST PITS ON EACH LOT BY HARRY G. BUTLER IN NOVEMBER OF 2024
 ** = THE VILLAGE OF SUMMIT REQUIRES THE MINIMUM BASEMENT FLOOR ELEVATION BE AT LEAST 12" ABOVE SEASONAL HIGH GROUNDWATER



NOTE:
 THIS MASTER GRADING PLAN IS FOR THE INDIVIDUAL HOME CONSTRUCTION. USE THE INTERIM GRADING PLAN FOR CONSTRUCTION.

LEGEND	
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION
	TOP OF FOUNDATION
	GARAGE FLOOR AT OVERHEAD DOOR
	FINISHED YARD GRADE
	PROPOSED DRIVEWAY SLOPE

DRIVEWAY CULVERTS	
LOT #	SIZE (INCHES)
1	18
2	15
3	15
4	15
5	15
6	15



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 1-800-242-8511
 TOLL FREE

NOTE: THE LOCATION AND SIZE OF UNDERGROUND STRUCTURES AND UTILITIES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT THE ENGINEER AND/OR SURVEYOR DOES NOT GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.

CONTACT DIGGERS HOTLINE, INC., ETC.

DESIGNED: BR
 CHECKED: ASZ
 REVIEWED: ASZ

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES, REFER TO THE "USE IN RECORD" TAB.

NOTE: THE LOCATION AND SIZE OF UNDERGROUND STRUCTURES AND UTILITIES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT THE ENGINEER AND/OR SURVEYOR DOES NOT GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.

CONTACT DIGGERS HOTLINE, INC., ETC.

MILWAUKEE AREA 259-1181

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THE GATHERING
 VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

MASTER GRADING PLAN

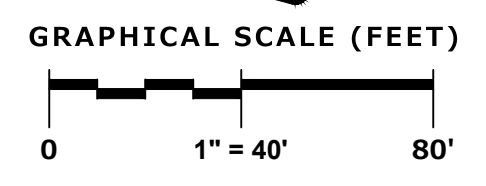
REVISIONS	
1 GRADING LOTS 7-12	02-27-25

PEG JOB 1458665.00-V11
 ASZ
 PEG PM
 START DATE 02-10-25
 SCALE 1" = 40'

SHEET
 C-5
 C-7

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NOTE:
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LEGEND	
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION
	TOP OF FOUNDATION
	GARAGE FLOOR AT OVERHEAD DOOR
	FINISHED YARD GRADE
	PROPOSED DRIVEWAY SLOPE

DRIVEWAY CULVERTS	
LOT #	SIZE (INCHES)
7	15
8	15
9	15
10	15
11	15
12	15

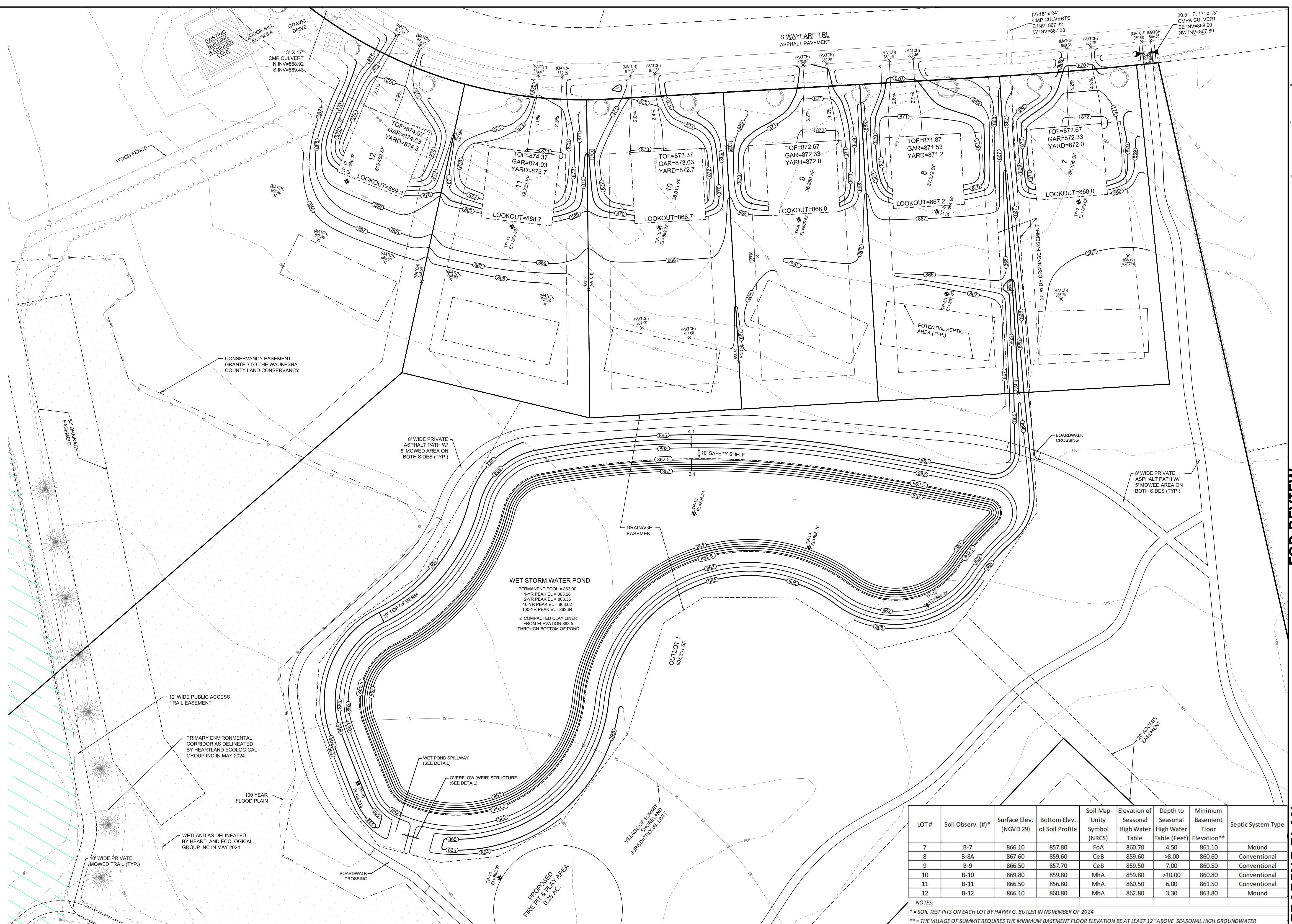


CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES BEFORE YOU DIG, CALL 1-800-242-8511.

NOTE: THE LOCATION AND SIZE OF THE UNDERGROUND STRUCTURES AND UTILITIES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT THE ENGINEER AND/OR SURVEYOR DOES NOT GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.

CONTACT DIGGERS HOTLINE, INC., ETC.



LOT #	Soil Observ. (R)*	Surface Elev. (NGVD 29)	Bottom Elev. of Soil Profile	Soil Map Unity Symbol (NRCS)	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table (Feet)	Minimum Basement Floor Elevation**	Septic System Type
7	B-7	866.10	857.80	FoA	860.70	4.50	861.10	Mound
8	B-8A	867.60	859.60	CeB	859.60	>8.00	860.60	Conventional
9	B-9	866.50	857.70	CeB	859.50	7.00	860.50	Conventional
10	B-10	869.80	859.80	MhA	859.80	>10.00	860.80	Conventional
11	B-11	866.50	856.80	MhA	860.50	6.00	861.50	Conventional
12	B-12	866.10	860.80	MhA	862.80	3.30	863.80	Mound

NOTES:
* = SOIL TEST PITS ON EACH LOT BY HARRY G. BUTLER IN NOVEMBER OF 2024
** = THE VILLAGE OF SUMMIT REQUIRES THE MINIMUM BASEMENT FLOOR ELEVATION BE AT LEAST 12" ABOVE SEASONAL HIGH GROUNDWATER

DESIGNED: ASZ
REVIEWED: EM
DRAWN: BR

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES BEFORE YOU DIG, CALL 1-800-242-8511.

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THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

MASTER GRADING PLAN

REVISIONS	
1	GRADING LOTS 7-12 02-27-25

REG JOB NO: 5866.00-W1
ASZ
START DATE: 02-10-25
SCALE: 1" = 40'

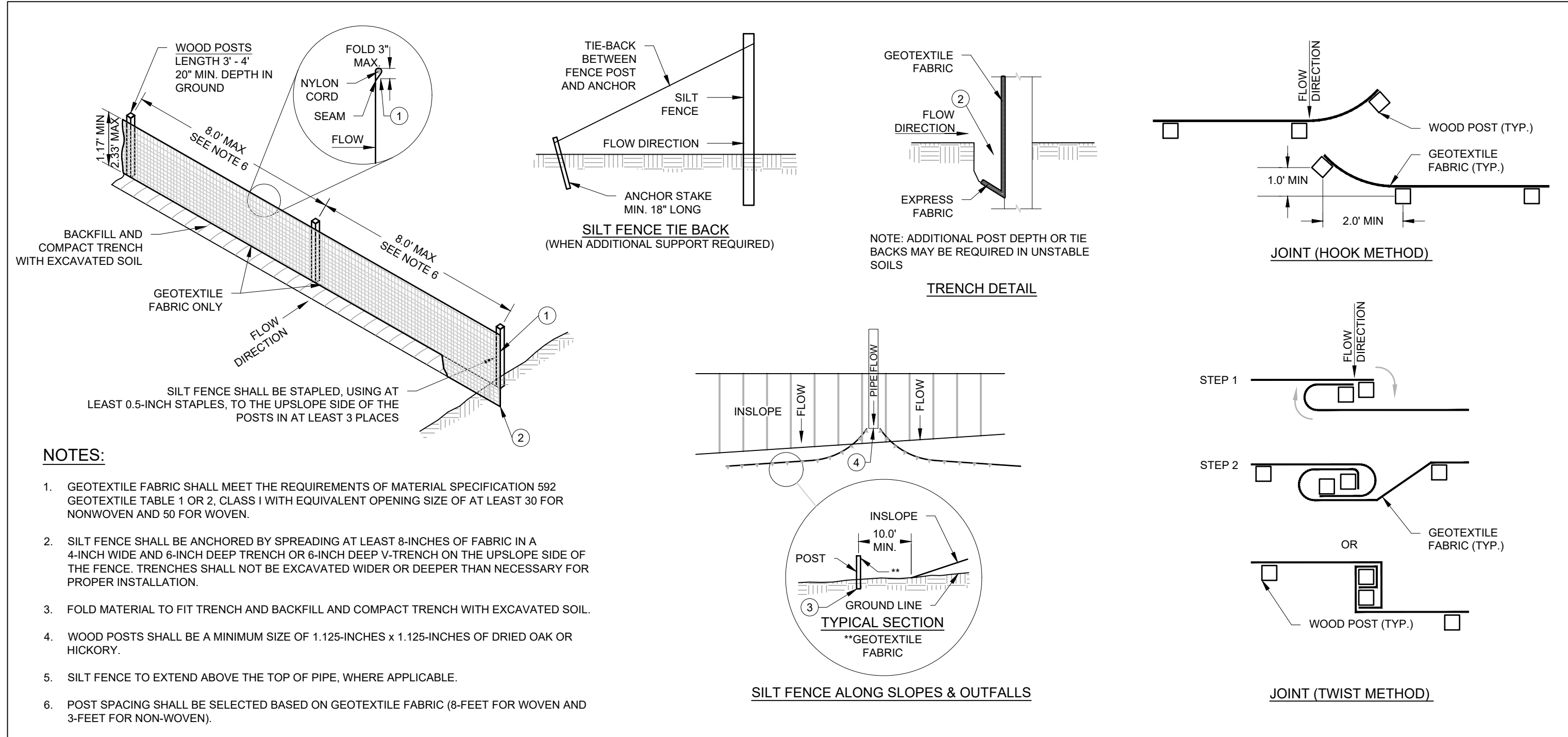
SHEET
C-6
C-7

FOR REVIEW

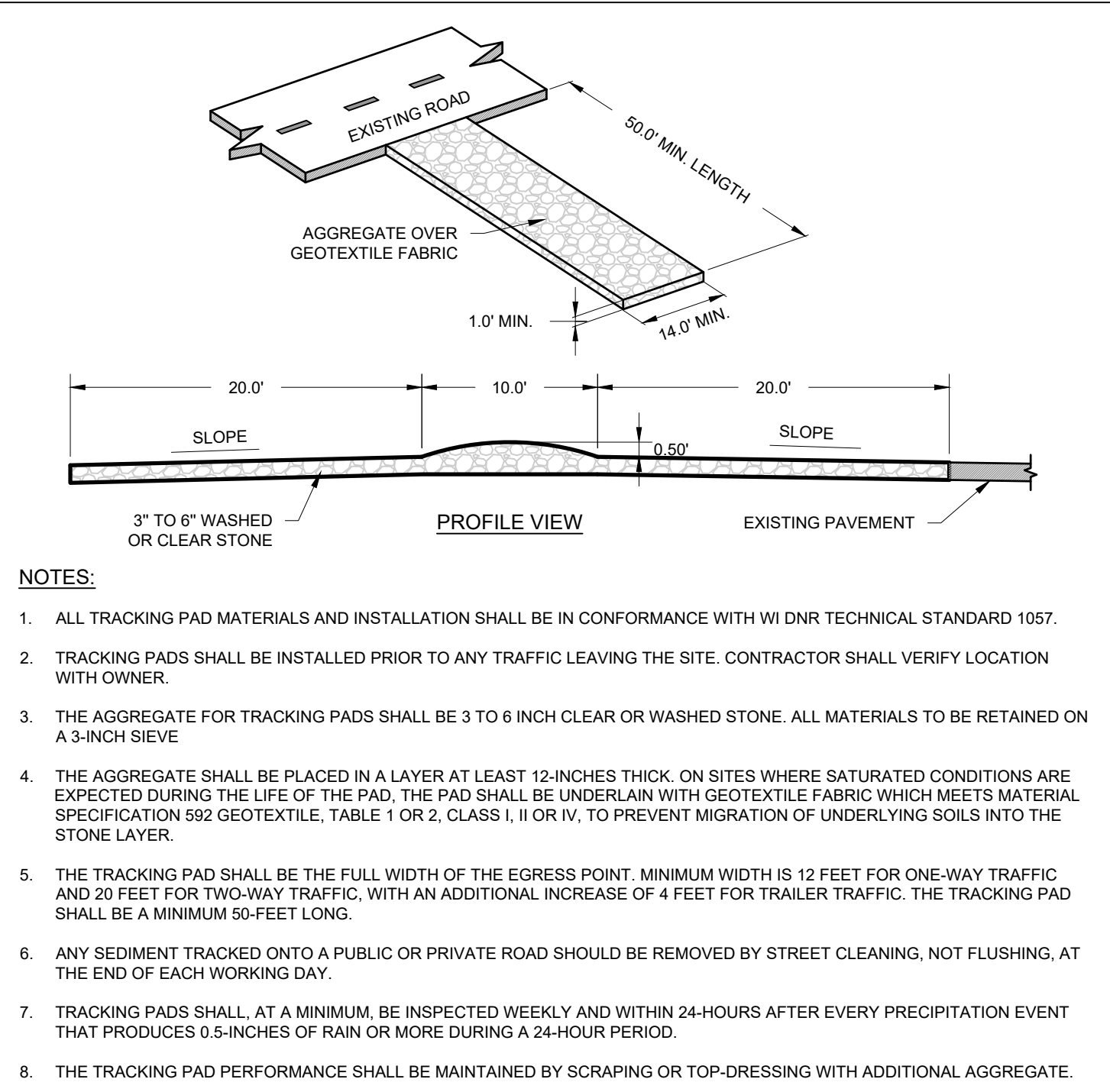
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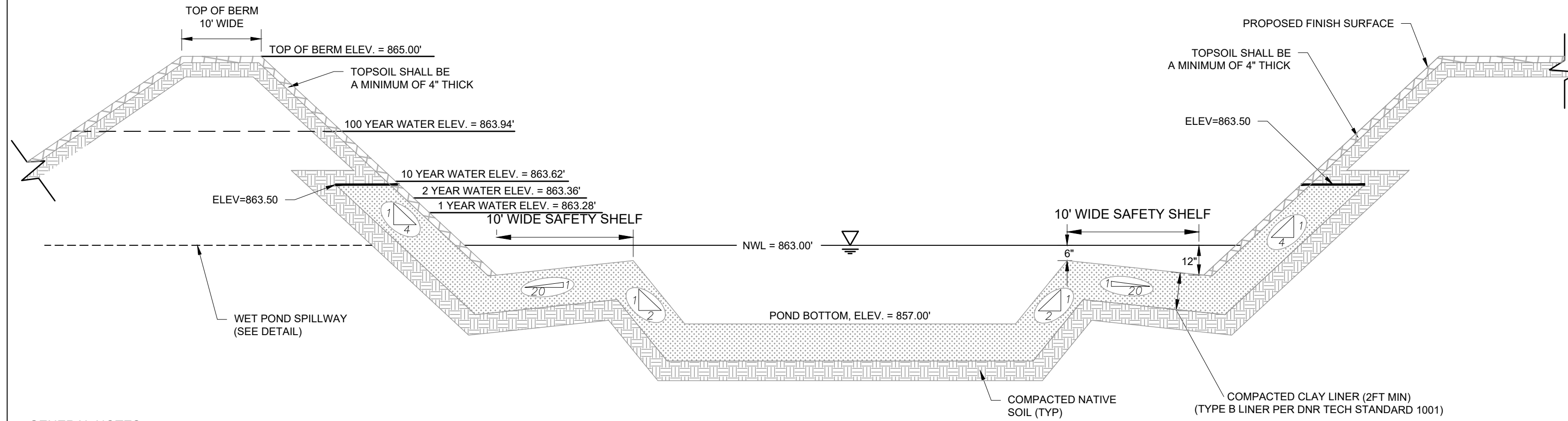
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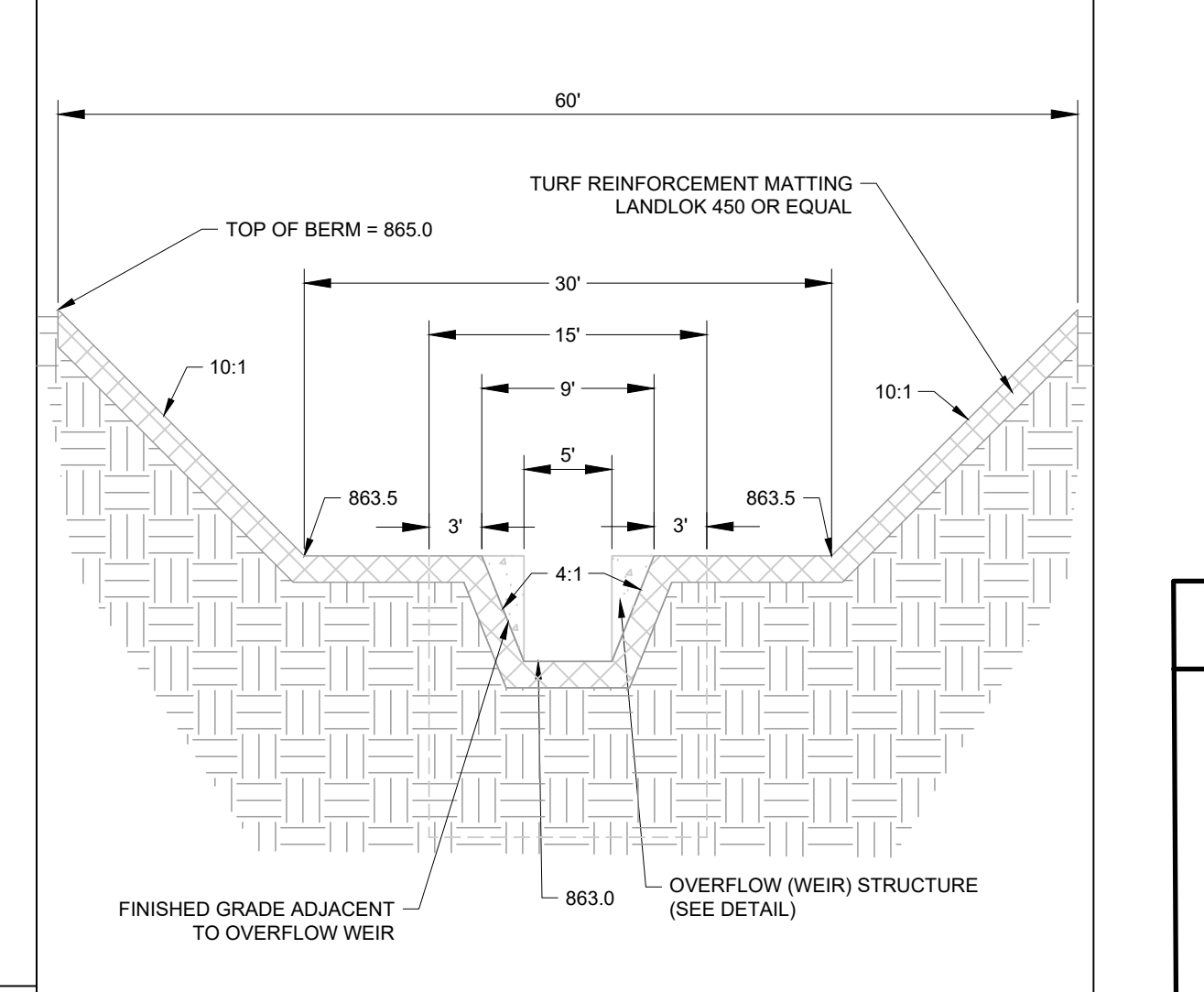
SILT FENCE



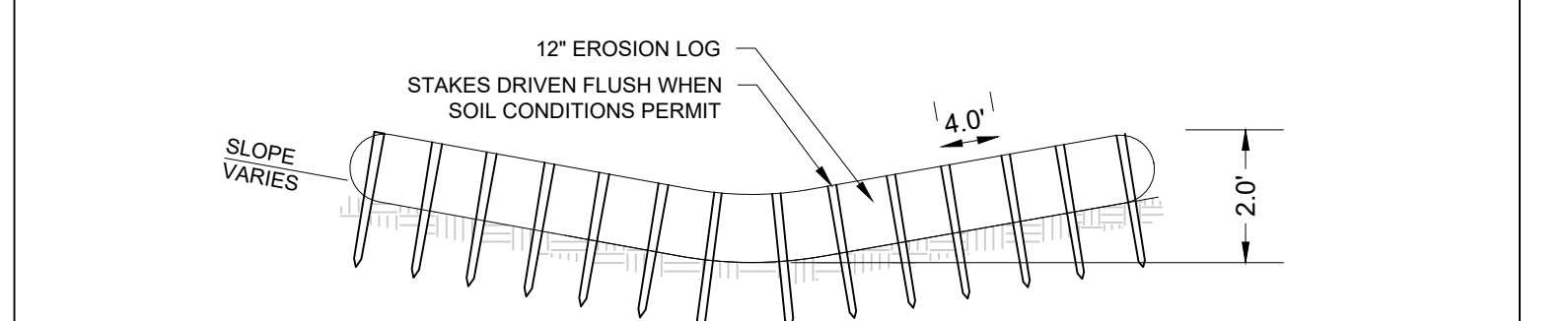
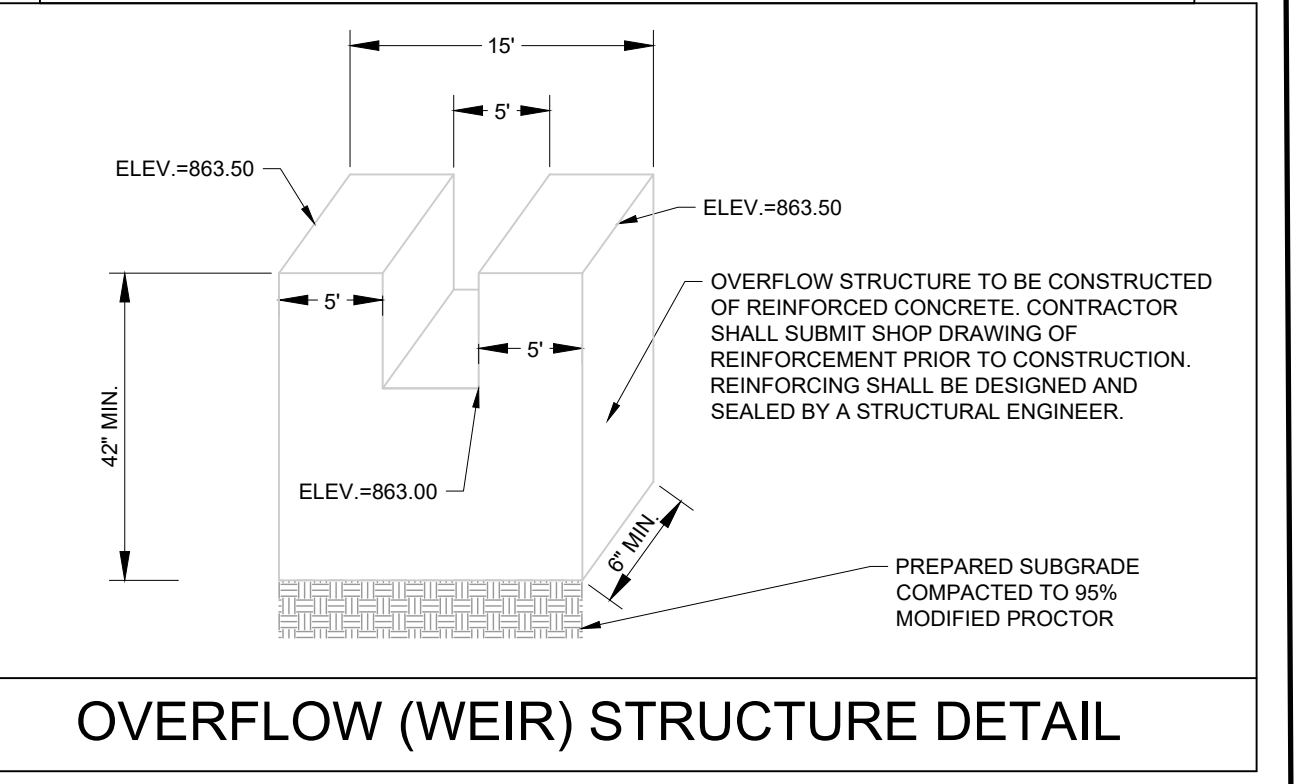
CONSTRUCTION ENTRANCE



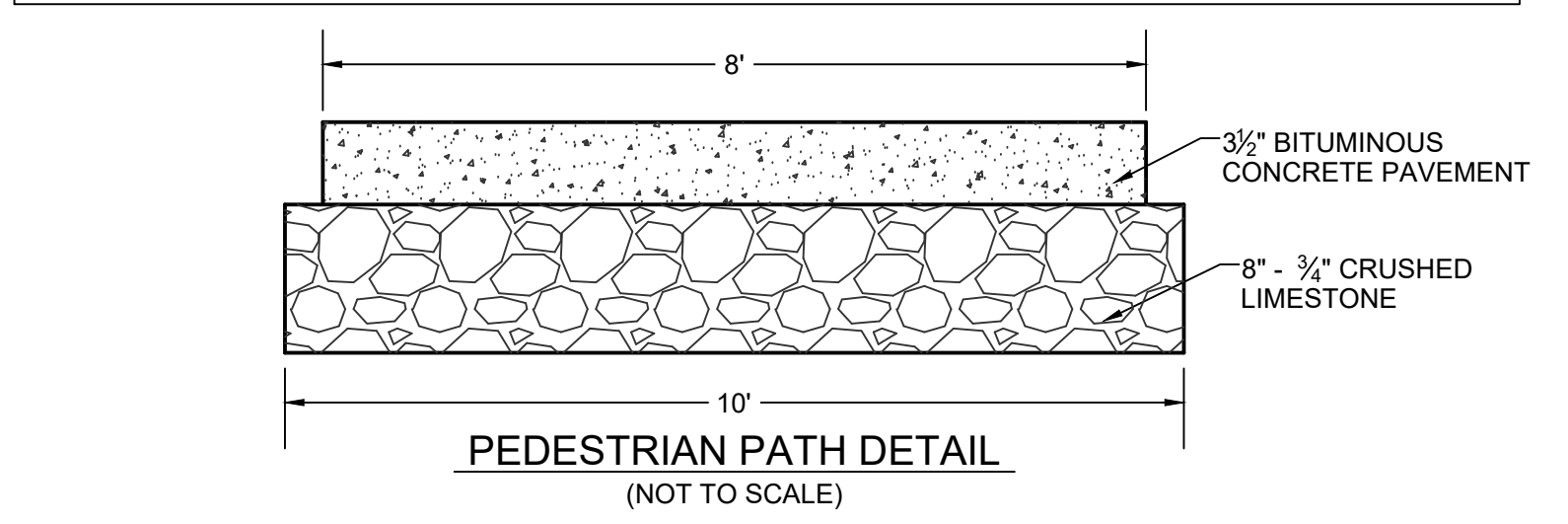
WET POND CROSS SECTION



WET POND SPILLWAY



STRAW WATTLE DITCH CHECK



Prescriptive Compliance Areas	Bare Soil	Slope & Channel Management	Periods of Inactivity	Final Grade
Soil stockpiles that will exist for more than 7 days	Areas that Do Not Drain to Sediment Basins or Traps Limit the duration of soil exposure to no more than 30 days.	General Design and implement approved soil stabilization practices per DNR technical standards.	Planned Inactivity Stabilize immediately if area will be left inactive for more than 14 days.	Permanent Features Stabilize area immediately after reaching final grade.
Utility trench backfills	Areas that Drain to Sediment Basins or Traps Limit the duration of soil exposure to no more than 90 days. However, use the duration from the soil loss and sediment discharge calculations for the other areas of the site if less than 90 days.	Slopes Steeper than 20% Provide stable diversion of off-site runoff around the slope.	Unplanned Inactivity Stabilize area immediately if period of inactivity reaches 14 days.	Temporary Features Stabilize area immediately after establishment of temporary feature or reaching specified temporary grade.
Temporary ditches/swales that will exist for more than 7 days				
Permanent ditches/swales				
Small areas - Less than 1 acre and less than 1% of site				
Discrete areas - Less than 1 acre				
Storm water practice side slopes				
Slopes steeper than 20%				

- CONSTRUCTION SEQUENCE:**
- INSTALL TRACKING PAD, SILT FENCE, AND CONSTRUCTION FENCE. CONTINUOUS INSPECTION OF EROSION CONTROL MEASURES THROUGHOUT THE PROJECT. THE GRADING CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROL PRACTICES WEEKLY, AND WITHIN 24 HOURS AFTER EVERY RAIN EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE IN A 24 HOUR PERIOD. WRITTEN DOCUMENTATION OF EACH INSPECTION SHALL BE MAINTAINED ONLINE AND/OR AT THE CONSTRUCTION SITE AND SHALL INCLUDE THE TIME, DATE AND LOCATION OF INSPECTION, THE PHASE OF LAND DISTURBANCE AT THE CONSTRUCTION SITE, PERSON CONDUCTING THE INSPECTION, ASSESSMENT OF CONTROL PRACTICES, AND DESCRIPTION OF ANY EROSION OR SEDIMENT CONTROL MEASURE INSTALLATION OR MAINTENANCE PERFORMED IN RESPONSE TO THE INSPECTION.
 - STRIP TOPSOIL IN THE WET STORM WATER POND. SEED AND STABILIZE STOCKPILES WITHIN SEVEN DAYS OF LAYUP. CONSTRUCT THE POND AND IMMEDIATELY RESTORE THE POND AREA. THE POND AREA SHALL BE COMPLETED PRIOR TO STRIPPING THE LOT AREAS AND ROUGH GRADING. AS-BUILT THE STORM WATER POND TO ENSURE THE POND MEETS THE ORIGINAL GRADE.
 - STRIP TOPSOIL ON LOTS. SEED AND STABILIZE STOCKPILES WITHIN SEVEN DAYS OF LAYUP.
 - GRADE LOTS.
 - RESTORE DISTURBED AREAS ON LOTS.
 - REMOVE CONSTRUCTION EROSION CONTROL MEASURES AFTER ENTIRE SITE IS STABILIZED (70% REVEGETATED) AND ALL CONSTRUCTION IS COMPLETE.

ESTIMATED START DATE: APRIL 2025
 ESTIMATED COMPLETION DATE: AUGUST 2025
 ESTIMATED DISTURBED AREA: 8.1 ACRES

- GRADING & EROSION CONTROL NOTES:**
- A. ALL CONSTRUCTION PRACTICES TO COMPLY WITH THE VILLAGE OF SUMMIT, WISCONSIN DNR AND THE WISCONSIN DNR TECHNICAL STANDARDS.
- B. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH EROSION MAT (WISDOT CLASS I, TYPE B) PER WISCONSIN DNR TECHNICAL STANDARD 1052. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH CHANNEL EROSION MAT (WISDOT CLASS II, TYPE B) PER WISCONSIN DNR TECHNICAL STANDARD 1053. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH TURF REINFORCEMENT MAT PER WISCONSIN DNR TECHNICAL STANDARD 1052. ALL OTHER DISTURBED AREAS ON SITE SHALL BE TOPSOILED (4" THICK), SEEDED AND MULCHED. SEPTEMBER 15TH IS THE DEADLINE FOR PERMANENT SEED. ANY AREAS EXPOSED AFTER SEPTEMBER 15TH AND BEFORE OCTOBER 15TH SHALL BE TEMPORARY SEEDED WITH WINTER WHEAT AT THE RATE OF 3 LBS/1000 S.F. THIS TEMPORARY COVER SHALL BE FERTILIZED AT SAME RATE & MIXTURE AS PERMANENT SEED. ANY DISTURBED AREAS NOT STABILIZED BY OCTOBER 15TH SHOULD BE STABILIZED BY PLACING TOPSOIL, SEED AND TYPE A SOIL STABILIZER BY NOVEMBER 15TH. THE APPROVED SOIL STABILIZERS ARE IDENTIFIED IN THE WISCONSIN DOT PAL LIST. THE PLACEMENT OF THE SOIL STABILIZER SHALL MEET THE REQUIREMENTS IN THE PAL LIST AND PER WISCONSIN DNR TECHNICAL STANDARD 1050.
- C. TEMPORARY STABILIZATION IS REQUIRED FOR ANY AREA LEFT INACTIVE FOR MORE THAN SEVEN DAYS. TOPSOIL AND SPOIL STOCKPILES SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS OF LAYUP USING AGRICULTURAL RYE WITH A SEEDING RATE OF 3 LBS/1000 SQUARE FEET. INSTALL SILT FENCE ON THE DOWNSLOPE SIDE OF THE PILE TO REDUCE SEDIMENT RUNOFF.
- D. TREES SHALL ONLY BE REMOVED TO COMPLETE THE INTERIM GRADING AS SHOWN. NO OTHER TREES SHALL BE REMOVED. COORDINATE TREE REMOVAL WITH THE OWNER PRIOR TO ANY TREE REMOVAL WORK.
- E. ALL CONSTRUCTION TRAFFIC IS TO ENTER/EXIT THE SITE OVER THE TRACKING PAD FROM WHITAKER LANE. THE TRACKING PAD IS PER WISCONSIN DNR TECHNICAL STANDARD 1057. ALL PRIVATE AND PUBLIC STREETS ARE TO BE KEPT CLEAN AT ALL TIMES. NO CONSTRUCTION ACCESS FROM ANY OTHER PUBLIC ROADS.
- F. THE PERMANENT SEED MIXTURE SHALL BE WISCONSIN DOT SEED MIXTURE NO. 40 AND SOWN AT THE RATE OF 4 LBS/1000 SQ. FT. SEED MIXTURE NO. 40 CONSISTS OF 35% KENTUCKY BLUEGRASS, 20% RED FESCUE, 20% HARD FESCUE AND 25% IMPROVED FINE PERENNIAL RYEGRASS. THE TEMPORARY SEED MIX SHALL BE WINTER WHEAT. THE SEED MIXTURE FOR THE WET POND FROM WATERS EDGE TO TOP OF BANK TO BE A WET MESIC PRAIRIE MIX.
- G. SEED AND MULCH UNDISTURBED OUTLOT AREAS WITH AGRECOL ECONOMY PRAIRIE SEED MIX.
- H. FERTILIZE SOIL WITH 10 LBS/1000 SQ. FT. OF 0-20-10 FERTILIZER.
- I. ANY DEWATERING THAT MAY BE REQUIRED DUE TO CONSTRUCTION SHALL BE COMPLETED SO THAT THE WATER IS PUMPED INTO A TYPE II GEOTEXTILE BAG ON THE UPSLOPE SIDE OF THE SILT FENCE. THE GEOTEXTILE BAG SHOULD BE PLACED IN A LOCATION THAT ALLOWS THE DISCHARGED WATER TO FLOW OVER A VEGETATIVE COVER. FOLLOW WISCONSIN DNR TECHNICAL STANDARD 1061.
- J. ALL BUILDING AND WASTE MATERIAL SHALL BE DISPOSED OF OFF SITE TO PREVENT RUNOFF OF MATERIAL.
- K. DUST CONTROL SHOULD BE ADDRESSED PER WISCONSIN DNR TECHNICAL STANDARD 1068. AT A MINIMUM USE WATER. USE POLYMERS, TACKIFIER AND SOIL STABILIZERS IF NEEDED. INSPECT DAILY TO DETERMINE THE NEED TO IMPLEMENT A CONTROL.
- L. CONCRETE TRUCKS, IF NEEDED, ARE TO BE WASHED OUT IN PAVEMENT SUB-BASE AREAS.

NOTES

- CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO PINNACLE ENGINEERING GROUP PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
- ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE PEG ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE. THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
- GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS OF 95% STANDARD PROCTOR DENSITY. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
- IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
- WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MOST RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL, OR THE MAXIMUM COMPACTION LIFT DEPTH.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
- THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
- CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
- CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY INCLUDING LANDSCAPING.
- CONTRACTOR SHALL COMPLY WITH ALL VILLAGE OF SUMMIT AND WDR CONSTRUCTION STANDARDS/ORDINANCES.
- LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT.
- TOPSOIL BERMING SHALL ACHIEVE 90% STANDARD PROCTOR DENSITY AT 3%(±) OPTIMUM MOISTURE CONTENT.
- SURVEY BENCHMARKS AND MAPPING HAS BEEN PROVIDED BY PEG. IN NO WAY DOES PEG WARRANT THE BASEMAP IS ALL INCLUSIVE OR REPRESENTATIVE OF ACTUAL CONDITIONS. CONTRACTOR SHALL PROVIDE CHECKS AS NECESSARY TO VERIFY THE BASEMAP CONTENT AND ACCURACY.

PINNACLE ENGINEERING GROUP
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THE GATHERING
 VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

CONSTRUCTION DETAILS

REVISIONS		REG. NO.	SCALE	SHEET
1	GRADING LOTS 7-12	02-27-25		C-7
				OF
				C-7

REG. JOB NO: 5866.00-W1
 REG. PM: ASZ
 START DATE: 02-10-25
 SCALE: N.T.S.

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**DECLARATION OF
RESTRICTIONS
AND COVENANTS FOR
THE GATHERING SUBDIVISION**

DOCUMENT NUMBER:

Drafted by and return to:
John Siepmann
Siepmann Realty Corp.
W240 N1221 Pewaukee Rd
Waukesha WI 53188

SUMT0714999001
Parcel Identification Number(s) (PIN)

**THE GATHERING SUBDIVISION
DECLARATION OF RESTRICTIONS AND COVENANTS**

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DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

THE GATHERING SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN REALTY CORP. is duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of THE GATHERING, being a subdivision of part of the SW ¼ and NW ¼ of the NW ¼ of Section 35, Town 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, (herein referred to as "THE GATHERING"). Developer intends to establish a general plan for the use, occupancy and enjoyment of THE GATHERING, and in furtherance of the general purpose set forth in Section I, below, does hereby declare for the mutual benefit of present and future owners of lands in THE GATHERING and any future stages of development added pursuant to Section 9.6, below (herein referred to individually as "Owner" and collectively as "Owners"), that THE GATHERING shall be subject to the following restrictions and covenants.

I. GENERAL PURPOSE

1.1. The general purpose of this Declaration of Restrictions and Covenants for THE GATHERING Subdivision (herein referred to as the "Declaration") is (1) to promote the harmonious development of THE GATHERING into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that THE GATHERING will become and remain an attractive community; (3) to preserve the open space within THE GATHERING; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials; (6) to promote the highest and best residential development of THE GATHERING; (7) to require the erection of attractive homes in appropriate locations on building sites; (8) to require proper setbacks from streets and adequate free spaces between structures; and (9) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in THE GATHERING.

II. BUILDING RESTRICTIONS

2.1. All lots in THE GATHERING are restricted to the erection of a single one story, story and one-half, or two-story single family residence building with a minimum square footage of living space (excluding basement level areas) of two thousand (2,000) square feet but shall not exceed four thousand (4,000) square feet of living space.

2.2. Each single-family residence in THE GATHERING must have a garage that accommodates at least 2 cars, that is attached to the residence directly or by breezeway or is located in the basement of the residence, and that is constructed at the same time as the residence (such single family residence and garages together shall be referred to herein as the "Building"). The maximum size of the garage portion of the Building shall conform to Village of Summit (hereinafter referred to as the "Village") ordinances. Garage entrances shall be located exclusively on the side or rear of the building. Notwithstanding the foregoing, a front-entry garage may be permitted, subject to prior written approval from the Developer, in instances where side or rear-entry garages are deemed impractical. Canted or courtyard-style garage entrances shall be deemed compliant with this provision.

2.3. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 4.1, below) must be constructed of brick, stone, stucco, solid wood siding, Hardiplank, LP Smartside, Azek siding, or equivalents. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements, except on soffits. Soffits (but not fascia) may be made of aluminum, vinyl or the siding materials permitted above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls or Azek, Miratec or their equivalents (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such exposed wall.

2.4. All two story and story and one-half Building roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for a porch roof, a shed-style roof or rear dormers on story and one-half Buildings. All one-story Building roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). All roofs shall be covered with either wood shakes, dimensional shingles or standing-seam metal roof accents.

2.5. The minimum setback from any abutting street right-of-way is fifty (50) feet. The minimum side yard offset is twenty (20) feet. The minimum rear yard is thirty-five (35) feet.

2.6. Each Owner must obtain Approval of the plans and specifications outlined in Section 2.6.2, below (referred to hereinafter as "Design/Layout Plan"), prior to application for a building permit. For purposes of this Declaration, the term "Approval" shall mean the prior written approval of Developer. The Developer may assign its Approval right to the Association (as defined in Section 6.1, below) by a written instrument recorded with the Register of Deeds for Waukesha County, Wisconsin.

2.6.1. Before submitting Final Design/Layout Plans each Owner must submit at least one preliminary plan for review by Developer.

2.6.2. Each Owner must submit to Developer in connection with its application for Approval of the Design/Layout Plan three complete sets of the following final plans (3-full-size sets and 1-11" x 17" reduction) which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans:

- (a) Exterior elevations drawn to scale (1/4" = 1' minimum)
- (b) Floor plans drawn to scale (1/4" = 1' minimum)
- (c) Identification of all exterior building materials;
- (e) Stake-out survey showing the proposed location of the Building, existing and proposed yard grades and location of silt fences.
- (f) Grading Plan showing the proposed location of the Building, existing and proposed yard grades and drainageways per the Master Grading Plan.
- (g) The square footage of living area by floor.
- (h) Other things that may be required from time to time as set forth in the Requirements and Guidelines.

2.6.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein and the **Requirements and Guidelines for Building Construction and Improvements for THE GATHERING Subdivision** (herein referred to as the "**Requirements and Guidelines**"), as may be adopted from time to time by Developer. Developer may assign its right to adopt **Requirements and Guidelines** to the Association by a written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin. **Owner shall obtain and review the Requirements and Guidelines from Developer prior to applying for Design/Layout Plan Approval.**

2.6.4. Design/Layout Plan Approval may be withheld if the design is too similar in appearance to other Buildings in close proximity.

2.6.5. If in the opinion of Developer the submitted plans do not comply with the THE GATHERING Requirements and Guidelines and the Declaration Developer may, at its option, but only with Owner's consent, refer the plans to a professional home designer for redesign so that the plans will comply with the THE GATHERING Requirements and Guidelines and Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

III. CONSTRUCTION

3.1. The Building must be constructed in accordance with the Design/Layout Plan which has received Approval and must be completed within twelve (12) months of the date the building permit is issued by the Village. A sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be installed within six (6) months of the date that the occupancy permit is issued by the Village.

3.2. Prior to occupancy of the Building, the Owner shall install at a location designated by Developer, one outdoor electric post lamp with an unswitched photoelectric control. The owner shall locate the post lamp 8' from the house side of the driveway, 2' from the front lot line. The design of the post lamp and fixture shall be match the fixtures on the house. The Owner shall maintain the operation and appearance of the post lamp. If the post lamp is not so maintained, and the condition has not been rectified by the Owner within 15 days after receipt of a notice from the Association specifying the violations of this Paragraph 3.2, the Owner shall be subject to a penalty at a per diem rate established in the Rules and Regulations (as defined in Section 6.3.4, below) from the date of notice until the date the condition has been rectified, in addition to all other rights and remedies available to Developer and the Association. The penalty shall be assessed against the Owner and, if not paid, will be enforced as provided below.

3.3. Each Owner must adhere to the grading plan or any amendment thereto approved by the Village Engineer and on file with the Village ("Master Grading Plan"), and grade such Owner's lot in accordance with the Master Grading Plan. Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition (whether or not Owner complied with the Master Grading Plan), and the Owner is responsible for cost of the same. Each Owner, at the time of construction of the Building, shall also be responsible for grading its lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage onto neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical. Drainage ways shall be kept free of any obstructions. No plantings

other than grass shall be permitted within 3 feet of side or rear lot lines without Approval. Each Owner must consult with the adjacent lot Owner to agree upon compatible grading of their common lot lines. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor the Village shall be responsible for establishing lot line grades. The services of a professional engineer may be required to design a proper grading plan for any lot, the cost of which shall be paid by the lot Owner(s). Final grading of the lot shall be completed within two months after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

3.4. Electric transformers, cable TV and telephone equipment boxes have been placed by Developer to serve each lot. Any subsequent relocation, either horizontally or vertically, or modification of these equipment boxes shall require written authorization from the appropriate utility company or service provider and Approval. The lot Owner shall pay all costs of such relocation or modification.

3.5. Each Owner shall be responsible for installing and maintaining erosion control measures from the commencement of grading until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Owner's lot. These measures include, but are not limited to: installation of silt fence, hay/straw bales, and ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable areas. Any areas where erosion control measures have been compromised by weather, construction or any other event, shall be repaired within 7 days of damage. After every rainfall exceeding ½ inch and at least once per week, erosion control measures must be inspected by the Owner or the Owner's contractor, and any necessary maintenance or repairs made. Failure to comply with these requirements may result in sanctions against the Owner by the Village, the Wisconsin Department of Safety and Professional Services, and/or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the then current standards and specifications set forth in Wisconsin Department of Natural Resources Conservation Practice Standard and local ordinances.

3.6. All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given permission to use their respective lots or outlots. In the event that landscaping on adjacent lots or outlots is disturbed during construction or grading, all disturbed areas shall be immediately restored with vegetation of like kind. In the event that eroded material is deposited onto a street or neighboring property, the Owner of the lot from which the material came shall be responsible for removing the material and restoring the street or neighboring property to its original condition.

3.7. Each Owner shall be responsible to Developer and the Village for the costs of repairing and replacing any street pavement, (including restoration of topsoil and lawn abutting the edge of pavement) which have been damaged during the course of constructing the Building and/or Permitted Improvements on the Owner's lot. In the event that the Village requires Developer to make such repairs or replacements at Developer's expense, the Owner shall be required to reimburse Developer for the cost of the repairs and replacements to the extent that such costs exceed the amount of the street damage bond of Owner, if any, held by Developer or the Village. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer shall record a document canceling or

releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies.

IV. IMPROVEMENTS/OWNER MAINTENANCE

4.1. No buildings, outbuildings or other structures will be permitted on the Property except the Building, and except the following exclusive list of permitted improvements (“Permitted Improvements”), which are subject to the **Requirements and Guidelines** and require Developer Approval:

4.1.1. Fences of a decorative style. Chain link fences, privacy fences or fences which enclose an entire yard will not be allowed.

4.1.2. Deck structures constructed of wood or metal. Developer may, in its sole discretion, approve the use of artificial wood products on decks.

4.1.3. Gazebos.

4.1.4. Pool houses, not to exceed 200 square feet in area.

4.1.5. In-ground swimming pools. All swimming pool related pump, heater, filter and other equipment must be concealed in an enclosure located next to the Building to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with Approval. Above-ground swimming pools are not permitted, except for seasonal pools. “Seasonal Pool” means a swimming/wading pool which is stored indoors during the months of October through May, does not exceed 5 feet in diameter or 20 square feet in water surface area and is not more than 18 inches high.

4.1.6. Retaining walls and decorative walls. Retaining walls and decorative walls must be constructed of natural stone or certain artificial modular stone products having a so-called “tumbled stone” effect and variations in the dimensions of the tumbled manufactured stone.

4.1.7. Berms.

4.1.8. The enclosed portion of any children’s outdoor playground equipment and play structures. Playground equipment and play structures without enclosures do not require Approval.

4.1.9. Dog kennels. Dog kennels shall be located immediately behind the Building, shall be no larger than 200 square feet in area with any fences screened from view by adequate landscaping. Doghouses may only be made of the siding materials permitted for Buildings in paragraph 2.3, above.

4.2. There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles, motor homes or other vehicles or items deemed to be unsightly by either Developer or the Association.

4.3. Mailbox—The United States Postal Office requires the use of Cluster Box Units (CBU's) in the Gathering. Each Owner shall be required to pay \$450 at closing for the purchase and installation of the mailbox. The developer will be responsible for the procurement and installation of mailboxes in a location designated by the USPS. The Homeowners Association will be responsible for ongoing maintenance and replacement of the CBU including snow clearing, and painting. Owners are responsible for key and/or lock replacement which is facilitated by the local post office.

4.4. Satellite dish antennas may not exceed 24 inches in diameter. No antenna or satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots.

4.5. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining public right-of-way area up to the edge of the road pavement, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds and debris. This requirement applies to vacant lots as well as to lots where Buildings have been constructed.

4.6. **STREET TREES**--For those lots which include "Street Tree(s)" as shown on the Preliminary Plat along the road frontage each Owner is responsible for maintaining the tree(s) in healthy condition including watering, treating and pruning. Each Owner shall be responsible for the costs associated with maintenance and replacement of any street tree(s) as shown on The Gathering Preliminary Plat. The tree(s) shall not be removed unless a driveway location interferes with a tree and for which tree removal cannot be avoided, the existing tree(s) shall be relocated on the subject lot within 8' of the public right of way.

V. COMMON AREA

5.1. The term "Common Area" shall include the following areas, plus any additional areas that may be added in accordance with Section 9.6, below.

5.1.1. Outlot 1 of THE GATHERING (herein, "Outlots").

5.1.2. The grass area up to the edge of the road, curb or pavement and any fencing and landscaping contained within the public rights-of-way of Whittaker Road and Wayfare Trail in THE GATHERING where the streets abut Outlot 1.

5.2. No improvements shall be allowed on the Common Area except the following: landscaping; signs installed by the Association, Village or other public entity; entrance monuments; recreation trails; for common use; storm-water management facilities; and sewer, water, gas, electric, telephone and other utility lines and facilities. All improvements in the Common Area are subject to Village of Summit approval. Each Owner may treat or remove noxious vegetation within the first 10 feet of Common Area abutting their lot. Except in connection with the foregoing, the following shall be prohibited in or on the Common Area:

5.2.1. The temporary or permanent construction or placing of storage areas, signs, billboards or other structures or materials. Notwithstanding the foregoing, Developer and its duly authorized agents may erect and maintain a marketing sign or signs within the Common Area until such time as Developer is no longer an Owner of any lots in THE GATHERING.

5.2.2. Commercial or industrial activity, including passage across or upon the Common Area.

5.2.3. Filling, grading, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials, or any building of roads.

5.2.4. Removal, destruction or cutting of grass, trees or plants, unless conducted for proper maintenance and management by the Association.

5.2.5. Dumping of trash, garbage or other unsightly or hazardous material.

5.2.6. Hunting or trapping.

5.2.7. Operating of any type of motorized vehicle, except as may be necessary in conjunction with landscape maintenance by the Association.

5.3. The Common Areas shall be maintained in accordance with the Open Space Management Plan dated _____ The Association shall establish a "Conservation Committee" to supervise the maintenance of the Common Area.

5.4. Each lot shall have an appurtenant undivided fractional interest in the Outlot(s), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including lots added by future stages). All deeds and any other conveyances of any lot in THE GATHERING shall be deemed to include such undivided interest in the Outlot, whether or not so specifically stated in any such deed or other conveyance.

5.5. By virtue of becoming an Owner of a lot in THE GATHERING, each Owner agrees for itself and on behalf of its respective successors, assigns, heirs and personal representatives to waive, to the fullest extent permitted by law, any and all claims for liability against Developer and the Association and their respective agents, contractors, employees, officers and directors, and to indemnify, defend and hold Developer and the Association and their respective agents, contractors, employees, officers and directors harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney fees) resulting from injury or damage to person or property sustained in or about or resulting from the use or existence of the Common Area including but not limited to the stormwater retention basins, playground and recreation trails by such Owner or such Owner's family, guests or invitees.

5.6. Developer has granted an easement, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on portions of Outlot 1 to the Waukesha County Land Conservancy, Inc. which, among other things, gives the grantee The right to maintain and/or supervise the maintenance of portions of Outlot 1, and requires that the Association shall reimburse the land conservancy for its costs and expenses incurred in maintaining and supervising the maintenance of the easement area per the easement agreement at a rate of \$200.00 per sold lot per calendar year. This amount may be amended from time to time by the Association. In the event the Waukesha County Land Conservancy fails to maintain the conservation easement, the Village of Summit shall be responsible for such maintenance and shall specially assess each property owner for said maintenance.

5.7. Developer has granted easements, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on portions of Outlot 1 to the Village of Summit for the purpose of potentially constructing a parking lot, pedestrian path and river access path for the benefit of public use. The improvements and maintenance of said parking lot and trail shall

be at the sole expense of the Village of Summit and/or assigns, if the Village of Summit and/or assigns decides to construct said improvements.

5.8. STORMWATER MANAGEMENT

5.8.1. The Association shall maintain the stormwater management measures installed on the Common Area in accordance with the Stormwater Management Practices Maintenance Agreement by and between Developer and Village and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. (the "Maintenance Agreement"). The Association shall establish a "Stormwater Management Committee" to supervise the maintenance of the stormwater management measures.

5.8.2. The Association, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

5.8.3. The Village is authorized to access the Common Area to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the Maintenance Agreement.

5.8.4. Upon notification of the Association by the Village of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village. The Association annually shall designate a person who will be responsible for the inspection and maintenance of the stormwater management measures and shall provide the Village's Director of Public Works with that person's contact information, as well as the contact information of each member of the Association's board of directors.

5.8.5. The Village is authorized to perform corrective actions identified as necessary by the inspection if the Association does not make the required corrections in the timeframe specified by the Village. The costs and expenses shall be levied against the lots as Special Charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as Special Assessments pursuant to 66.0701, et. seq. Wisconsin Statutes. The Village shall collect Special Charges and Special Assessments, including delinquent amounts, as provided in the statutes.

5.8.6. The storm water retention basins that have been constructed in THE GATHERING are required by the Village to assist in the removal of sediment from and detention of storm water. The storm water retention basins shall not be used for swimming or as recreational facilities. Anyone entering or using the storm water retention basins for such prohibited uses does so at their own risk.

5.9. The Association shall be solely responsible for the maintenance, repair and replacement of the The Gathering fencing and signage that has been erected by Developer in the Common Area. The Association shall hold harmless the Village, its officials, employees, contractors and agents from and against any and all claims for damage to the entrance monuments and

signs that may result from or be caused by Village maintenance activities including, but not limited to, snow clearing and sanitary sewer or water system maintenance and repair.

VI. OWNERS ASSOCIATION

6.1. Developer has created, or will create, a non-stock, nonprofit Wisconsin corporation known as the "THE GATHERING Homeowners Association, Inc." (herein, the "Association") for the purpose of managing, maintaining and controlling the Common Area and performing such actions as are authorized by this Declaration. The Association shall operate in accordance with its Articles of Incorporation and Bylaws.

6.2. Membership and Voting.

6.2.1. Each Owner shall automatically be a member of the Association and shall be entitled to one membership unit and one vote for each lot owned. Ownership of a lot shall be the sole qualification for membership.

6.2.2. Association membership and voting rights shall be appurtenant to each lot and shall not be assigned, conveyed or transferred in any way except to the transferee upon transfer of the ownership interest of the lot. Any attempt to make a prohibited transfer or retention of membership rights shall be null and void.

6.2.3. Membership and voting rights shall not be divided between or among multiple Owners of a single lot. The membership in the Association appurtenant to a lot shall be owned jointly and severally by all Owners of any interest in each lot, regardless of the form of tenancy, estate, or interest. The Owners of a lot shall decide between or among themselves how they will exercise their collective right and shall designate one of the Owners to act on their behalf. In the event the Owners of a lot are unable to agree on the exercise of their collective vote by the time a vote is taken, the Owners will be precluded from casting a vote.

6.3. The Association shall have the following duties:

6.3.1. To provide for the maintenance of the Common Area and all improvements located in the Common Area, including the storm water management and drainage facilities. Common Area maintenance shall be performed in accordance with the Open Space Management Plan described in paragraph 5.3, above. The Association shall be required to retain at all times the services of a professional property manager or managers in order to ensure that the Common Area and the improvements located therein are being properly maintained, and that all aspects of the Association's duties and responsibilities are carried out in a professional manner.

6.3.2. To provide for the maintenance, repair and replacement of street signs in THE GATHERING

6.3.3. To enforce the provisions of this Declaration.

6.3.4. To establish rules and regulations (the "Rules and Regulations") governing (i) the use and enjoyment of the Common Area, and (ii) the enforcement of the provisions of this Declaration. **Owners should obtain a copy of the Rules and Regulations from the Association.**

6.3.5. To discharge the rights of Developer assigned to the Association as provided in this Declaration.

6.4. In addition to those powers bestowed upon the Association in its Articles of Incorporation and Bylaws and by Chapter 181 of the Wisconsin Statutes, the Association shall have the following powers:

6.4.1. To take such action as may be necessary to enforce the Rules and Regulations.

6.4.2. To enter into contracts with and/or to employ agents, attorneys or others for purposes of discharging its duties hereunder.

6.4.3. To grant utility and drainage easements in accordance with the provisions of Section 9.3, below; and

6.4.4. To levy and collect assessments in accordance with the provisions of Section 6.5, below.

6.4.5. To take any other actions as may be necessary or incidental to performance of all duties of the Association specified in this Declaration.

6.5. The Association shall levy and collect assessments in accordance with the following:

6.5.1. The Owner of each lot shall be subject to a regular (and special, if required) charge or assessment equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties hereunder. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including lots added by future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement, and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof; expenses of the Waukesha County Land Conservancy, Inc. in connection with maintenance of Outlot 1; the establishment of reasonable reserves for capital expenditures; and all costs for the Association reasonably incurred in conducting its affairs and exercising its powers and duties pursuant to this Declaration. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the Owner of any lots in the subdivision by reason of tax delinquency.

6.5.2. Regular assessments shall be approved at the duly convened annual meeting of the Association. Special assessments shall be approved at any duly convened meeting of the Association.

6.5.3. Written notice of an assessment shall be delivered to an Owner personally, electronically or by U.S. mail addressed to the last known address of an Owner.

6.5.4. Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice.

6.5.5. Assessments not paid when due shall be subject to a late-payment penalty of fifty dollars (\$50.00) and shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. Unpaid assessments and the penalties and interest thereon shall constitute a continuing lien on the lot against which it was assessed until they have been paid in full. The assessments, penalties and interest thereon shall also be the continuing personal obligation of any current or subsequent Owner of the lot against which the assessment was made. The lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws of the Association, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude the Association from pursuing other legal remedies.

6.5.6. The Association may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and, upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay directly or reimburse the Association for all recording and attorney fees relating to any such document.

6.5.7. Upon application by any Owner, any officer of the Association may, without calling a meeting of the Association, provide to such Owner a statement certifying (1) that the signer is a duly elected or appointed officer of the Association and (2) as to the existence of any unpaid assessments or other amounts due to the Association with respect to the requesting Owner's lot. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association for such lot.

6.6. The Association shall not have the power to make improvements to the Common Area, subject to Village of summit approval, in addition to those then in existence from time to time (herein referred to as "Additional Improvements") without Approval if Developer is an Owner (unless Developer has assigned Approval authority to the Association). If Developer is no longer an Owner, the Association shall not have the power to make Additional Improvements having a cost in excess of Twenty-five Thousand dollars (\$25,000.00) without the consent of the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations.

6.7. Within 14 days following each annual meeting of the Association, the Association and/or Association Manager shall provide to Developer a list of the Association officers, directors and committee members.

6.8. Directors and officers of the Association shall not be personally liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the directors, officers, agents or employees of the Association. The Association shall indemnify and hold the directors and officers harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties.

6.9. Failure of the Association to enforce any provisions contained in this Declaration upon the violation thereof shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

6.10. If the Association shall fail to discharge its duties under this Section VI within sixty (60) days of written demand by the Village, the Village may discharge the duties on behalf of the Association. The costs of the Village incurred in connection

therewith shall be charged to the Owners of the lots affected by such actions of the Village by adding to each Owner's real estate tax statement a charge equal to such Owner's share of such costs, as determined by the Village.

6.11. The Association may not and shall not be dissolved.

VII. VIOLATION AND ENFORCEMENT

Developer shall be responsible for the enforcement of this Declaration and for all costs and expenses incurred therefor until such time that Developer has sold or conveyed title to seventy-five percent (75%) of the lots that are subject to this Declaration (including future stages added in accordance with section 9.6 below). Following such time that Developer has sold or conveyed seventy-five percent (75%) of the lots subject to this Declaration, Developer shall continue to have the right to enforce this Declaration but the Association shall pay directly or reimburse Developer for all cost and expenses incurred by Developer in enforcing this Declaration. The Association and Developer may recover their cost and expenses incurred in enforcing this Declaration in accordance with the following paragraph.

Any Owner violating the restrictions contained in this Declaration shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing this Declaration. The foregoing shall be in addition to any other rights or remedies that may be available to Developer and the Association. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer or the Association may record a document with the Register of Deeds of Waukesha County giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer or the Association, as the case may be, shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer and the Association for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer or the Association in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer and the Association from pursuing all other legal remedies.

VIII. AGENT

Siepmann Realty Corporation is the duly authorized agent of Developer as of the date of this Declaration and may act in that capacity until such time as a notice is recorded in the office of the Register of Deeds for Waukesha County by Developer, its successors or assigns, which terminates the authority of said agent.

IX. MISCELLANEOUS

9.1. **Amendment of Declaration.** Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations; provided, however, that any such action must also be approved in writing by (i) the Village; (ii) Waukesha County; and (iii) Developer so long as it shall be an Owner, including as an Owner of any lands which may potentially become a future stage of THE GATHERING as provided in Section 9.6, below. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

9.2. **Variations.** Developer, and no other unless Developer shall assign its rights hereunder to the Association by written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin, shall have the right and authority to permit variations from the application of the Declaration, if such modification or variance is consistent and compatible with the overall scheme of development of THE GATHERING, provided that no such modification shall be in violation of applicable laws or ordinances, or have the effect of revoking an Approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variations shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Developer (or the Association after assignment), and this paragraph and any modifications or variations granted hereunder shall not in any way be interpreted (i) as thereafter preventing or excusing strict compliance with the Declaration, or (ii) as entitling any other person to such modification or variance.

9.3. **Reservation of Right to Grant Easements.** Developer reserves the right to grant and convey easements to the Village and/or to any public or private utility company or service provider, upon, over, through or across those portions of any lot within 10 feet of any lot line and upon, over, through or across any portion of the Common Area for purposes of allowing the Village, utility company or service provider to furnish gas, electric, water, sewer, cable television or other utility service to any lot or the Common Area. Developer reserves the right to grant and create easements through any portions of THE GATHERING (including added future stages) for purposes of facilitating drainage of storm or surface water within or through THE GATHERING (and any added future stages). Developer may grant such easements without the consent or approval of any lot Owner, so long as Developer or a successor developer to Developer owns any lots in THE GATHERING (or any added future stages). After that time, or at such time as Developer shall assign such power to the Association, the Association shall have the power to grant easements upon, over, through or across any portion of the Common Area reserved to Developer hereunder.

9.4. **Assignment to Association.** Developer may assign to the Association, in whole or in part, the right to grant Approval pursuant to this Declaration. Following such assignment Developer shall no longer be responsible for the enforcement of the provisions of this Declaration that pertain to the Approval authority which has been assigned to the Association.

9.5. **Severability.** The invalidity or unenforceability of any term, provision or condition of this Declaration for any reason shall not affect the validity or enforceability of any other term, provision, or condition hereof, all of which shall remain in full force and effect for the term of this Declaration.

9.6. **Duration of Restrictions.** These restrictions and covenants and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded. Any Supplemental Declarations, whenever executed, shall have a term which coincides with the term of this Declaration and shall expire upon the expiration of this Declaration. Upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration, as amended, and any Supplemental Declarations shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least seventy-five percent (75%) of all lots subject to this Declaration or any Supplemental Declaration and is recorded in the office of the Register of Deeds of Waukesha County. These restrictions shall be deemed to be covenants running with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner, and by the Village, to the extent permitted by Sections 5.7.5 and 6.10, above.

CONSENT OF MORTGAGEE

_____ Bank as mortgagee of any present or future mortgage on the lands subject to the foregoing Declaration of Restrictions and Covenants, hereby consents to and agrees that its mortgages shall be subject to the foregoing Declaration of Restrictions and Covenants.

_____ BANK

BY: _____
(Title)

BY: _____
(Title)

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named _____ and _____ to me known to be the _____ and _____ respectively of _____ Bank and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, County of _____
State of Wisconsin
My Commission: _____

This instrument was drafted by
SIEPMANN REALTY CORP.

THE GATHERING MANAGEMENT PLAN

Village of Summit, WAUKESHA COUNTY, WISCONSIN

March 6, 2025



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INTRODUCTION

The Gathering is a residential subdivision development in Waukesha County, Wisconsin. Of the 67 acres that comprise The Gathering, approximately 50 acres are dedicated to open space and restoration. Land within the primary environmental corridor, as delineated by RA Smith, will be permanently secured under the terms of the The Gathering Final Plat and Declaration of Restrictions. The remainder of the open space is made up of woods, native and naturalized meadow plantings, stormwater management, and recreational trails. This open space will be managed and maintained by the Homeowners Association.

The purpose of this document is to provide guidance for the establishment and long-term management of all the open space on the The Gathering property, including the Homeowners Association-controlled open space. It is understood that much of the work proposed in this document will take place over the course of years and that this effort is an ongoing process.

In the following sections, the various ecosystems found at The Gathering are divided into habitat types or their components and discussed separately. Habitat types are discussed as follows: meadows, wooded areas and wetlands. Common and glossy buckthorn (*Rhamnus cathartica* and *R. frangula*) are dominant among other invasive species present throughout the wooded area.

The wooded area thus shows areas of bur oak, shagbark hickory, black cherry and boxelder surrounded by large areas of invasive species. This would suggest the need for invasive species management in order to protect the rarer, higher quality components of the woods. As invasive species become more prevalent, the diversity of both plants and animals within that area decreases.

CONCEPTUAL GOALS

The overall goal of the The Gathering Management Plan is to increase the area of native vegetation and preserve the existing natural areas to benefit both wildlife and human residents. It is understood that this is an evolving plan that may change as site conditions develop and particular management actions become more or less feasible over time. In general, activities include restoring the non-wooded open space areas to a matrix of native species, and providing residents with opportunities to interact with and enjoy the landscape. These goals are broken out and discussed below under ecological and aesthetic goals, and recreational and educational goals. Table 1, the The Gathering Management Plan Summary Table, provides an overview.

Ecological and Aesthetic Goals

Two ecological and aesthetic goals are identified: (1) maintaining or improving wildlife habitat, and (2) maintaining vegetation communities onsite. These goals are discussed below.

1. To maintain or improve wildlife habitat by:

- Preserving and maintaining the highest quality landscape element – the woods, by:
 - Keeping the common species at the site common and keeping the rare species stable.
 - Increasing the woodland edge buffer (may include a Primary Environmental Corridor mitigation area).
 - Controlling invasive species within the woods.
 - Conducting periodic inventories of plants and animals and adjusting management to enhance survival of all native species, especially special concern species.

- Increasing areas of natural vegetation in the non-wooded areas.
- Reducing populations of invasive vegetation.
- Re-introducing prescribed burns or alternative management activities such as mowing.

2. To maintain vegetation communities with a diversity of color and texture throughout the year.

Recreational and Educational Goals

Recreational and Educational Goals are listed as follows:

- To make the open space areas accessible to homeowners for recreation via a trail system.
- To create a safe place for homeowners and their families to enjoy the outdoors.
- To give children and adults a place to experience diverse natural communities.
- To give homeowners pride in their living space.
- To involve homeowners in the care of their living space.
- To create a community focus through interaction with the landscape.

MANAGEMENT PLAN

The following sections discuss activities that the The Gathering Homeowners Association will take to achieve the goals outlined above. A summary table of these activities is included in the Figures and Tables section at the end of the plan. The The Gathering Homeowners Association will be responsible for implementing the Open Space Management Plan, to include native vegetation establishment and natural areas preservation, as described in the “Initial Actions” sections immediately below. The Homeowners Association will also be responsible for management and maintenance of these areas, following the “Long-term Management and Maintenance Plan” provided below.

Initial Actions to Achieve Ecological and Aesthetic Goals

Vegetation Establishment and Initial Management

The fields and many of the areas disturbed by construction have been seeded with native prairie seed mixes at the end of construction. The objective for these outlot areas is to establish low-maintenance, naturalized meadow-type vegetation – not strict “prairie.” This implies a tolerance for a variety of old-field and/or non-native species. However, there will be an effort to control certain noxious or invasive weeds, such as Canada thistle (*Cirsium arvense*), wild parsnip (*Pastinaca sativa*), white and yellow sweet clover (*Melilotus* sp.), and other species that become a significant problem.

Meadows

The majority of the fields have been stripped of topsoil, graded and re-topsoiled. After the construction disturbance, most of these fields have been seeded with native seed mixes (see Appendix D: The Gathering Landscape Plan), and a cover crop. Areas prone to erosion have been treated with a tackifier/polyacrylamide and erosion control blankets.

During the first growing season after seeding, the meadows will be mowed to control weeds. Weeds will be mowed down to 5 inches one to three times during the first growing season to prevent seed set and prevent shading of the germinating meadow seedlings. Weeds will also be mowed during the second and third growing season as needed.

Due to the unknown nature of the soil seed bank after construction disturbance, the meadow plantings will be evaluated several times during the first growing season for the appearance of noxious or invasive weeds that should be controlled. Once the extent of the problem has been determined, an appropriate and cost-effective control method will be implemented within the first three growing seasons (i.e. creative problem solving will be used to address the problem, while yet staying within the established budget).

Stormwater Basins

The stormwater basins are embedded within the meadows and have been graded and seeded in the same fashion as the meadows (see Stormwater Basin Seed Mix in Appendix A). During the vegetation establishment period, as part of the stormwater management system, the basins will be inspected periodically for proper function, erosion and vegetation health, and cover, as directed by the “Stormwater Management Practices Maintenance Agreement for The Gathering.”

The initial management of the stormwater basins during the first three growing seasons will be the same as for the meadows: mowing for weed control, noxious weed control as necessary. The Homeowners Association is responsible for maintenance and management in the stormwater basin areas.

Wooded Areas

The wooded areas are a mosaic of plant communities. A majority of the woods is infested with buckthorn. This is a large infestation that can only be addressed over the course of several years and will require significant contribution from the Homeowners Association.

The first priority for the woods is to reduce or eliminate the population of buckthorn so that all subsequent invasive species control efforts are easier and more efficient (i.e. people can walk freely through the woods).

The common area woods will be divided into various management units. It is recommended that invasive species control work be done in one unit per year, but this timetable may be altered depending on the amount of work to be done in each unit.

The first step is to identify, mark and block off special concern species within the target management unit. This will be done during the growing season when these species are easier to identify. The individual plants that are to be removed should be taped, flagged, or sprayed to guide the workers within the unit.

Invasive shrub removal will be done during the fall or winter dormant season to avoid damage to other vegetation. The shrubs will be cut near the base of each stem, and each stem will be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs may be treated with a targeted basal bark spray of triclopyr during the dormant season. The basal bark treatment may not be used in or around occurrences of the special concern species, nor within areas of the wetland that are saturated to the surface or have accumulations of snow and ice that could carry any herbicide overspray into the wetland water system upon melting. Cut material will be collected and piled for later burning. Alternately, the cut material may be left onsite to decay, given its ecological value to soil, wildlife, and plant life.

As mentioned above, management and maintenance in the wooded area will be the joint responsibility of the Homeowners Association.

Open Space/Road Interfaces

Where the road is bordered by open space, the road right-of-way (approximately 15 feet) will be vegetated with mowed turf grass. Other highly visible areas will also be vegetated with turf grass, as indicated on the The Gathering landscape plan. Mowing of these areas will be the responsibility of the Homeowners Association.

Future Opportunities for Open Space Enhancement

The following activities may be undertaken by the Homeowners Association at their discretion to enhance the The Gathering open space once the initial vegetation establishment and management tasks (above) are in progress or completed. Enhancement activities may include enriching the native communities with more species, controlling invasive species and pest plants, and adding more buffer area to the woods.

Prior to planting any new tree seedlings or saplings, the invasive species, mainly buckthorn, should be removed, preferably during the fall or winter dormant season to avoid damage to other vegetation. The shrubs should be cut near the base of each stem, and each stem should be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs could be treated with a targeted basal bark spray of triclopyr with 2, 4-D, also during the dormant season to minimize damage to other species. Cut material could be collected and piled for later burning.

Wetland

Although the wetlands have significant populations of the invasive species reed canary grass, no management actions will be taken by the Homeowners Association within these wetlands. These wetlands have a long history of disturbance, and the watershed and environmental corridor within which these wetlands lie is a continual source of reed canary grass propagules, such that control activities may be a waste of time and effort.

Herbicide Use Caution: It is recognized that the herbicide label supersedes any methods detailed in this document. Most states require that herbicide applicators be certified. Local municipal laws may have additional requirement needs, especially requirements in the categories of “posting” and “notifications.” Neighbors may also be able to voice concerns. Applications in public parks where children play should always consider extra cautionary methods. All herbicide applications must follow label directions. Reference to chemical brand names in this specification does not imply endorsement.

Water Quality Improvement Measures

Water quality improvement will be a result of direct and indirect actions on the site. Converting the agricultural fields to thick meadow vegetation will result in reduced surface water runoff, which will also reduce sediment transport and nutrient loading into the wetlands and stream. The stormwater basins will assist in water quality improvement by catching the runoff from the proposed impervious surfaces.

Homeowners will also be encouraged to integrate raingardens into their home landscaping to capture and infiltrate their home’s stormwater runoff.

Initial Actions to Achieve Recreational and Educational Goals

Trail System

The trail system is shown on Appendix C. The trails will allow residents to move throughout the property on foot or on bikes without having to use the roads. The main trails through the center of the property have been paved because they are the main pedestrian route to the clubhouse and will receive relatively high volumes of traffic. The paved trails will be edged on each side with a 5- to 10-foot mowing strip of turf grass. The remainder of the trails will be maintained as mowed grass through the meadows and along the edge of the woods.

A trail is proposed for the wooded areas, as well (see Appendix C). The exact location of this trail has not yet been established, however the Homeowners Association may choose to develop this trail during the second or third year of invasive shrub management when

more of the area is visible and accessible. The following guidance applies to the development of the trail:

- Avoid steep slopes or situations that could cause erosion.
- Avoid occurrences of special concern species (minimum 20 feet away).
- Avoid crossing the soft organic soils in the seeps (unless already bridged).
- Avoid areas of frequently saturated soils.
- Use pre-established footpaths or deerpaths where possible.
- Keep the trail narrow (3'), like a hiking trail, to minimize cutting woody species.
- Mark the trail clearly with small signs or blazes to discourage (1) wandering and trailblazing and (2) pets off leash.

An established trail in the wooded area has the following advantages: ease of access for homeowner volunteers to contribute to invasive species control efforts; ease of access for homeowners to enjoy the woods and take ownership; deterrent to trailblazing and further disturbances.

During the first three years, trail maintenance and erosion control needs will be evaluated on an ongoing basis. The following actions may be needed to maintain passable trails: periodic mowing or brushing, annual pruning of overhanging branches and removal of fallen trees, and spot applications of herbicide on multiflora rose or other weeds as needed. Trails with high erosion will be repaired and fitted with water drainage devices, such as grade dips and water bars, or rerouted to avoid areas of high erosion potential.

Trail System

The trail system may be used for recreational activities such as walking, running, pet exercising, bird and animal watching, and biking. Motorized vehicles other than maintenance vehicles, motorized wheelchairs and other assistive devices will not be allowed on the trails. Bikes must stay on the trail in the common area. Pets must be leashed.

Initial Homeowner Education and Involvement

- Recreational use along the trail system may include walking, running, pet exercising, bird and animal watching, children playing, cross country skiing, and biking. Motorized vehicles other than the maintenance vehicles, lawnmowers, motorized wheelchairs or other assistive devices should not be used on the trail system.
- Homeowners should not remove native plants from the wooded area.
- Homeowners should limit their flower picking so plants can reproduce. No plant or flower picking should occur in the wooded area.

- Homeowners can include native plants in the landscaping of their lots, particularly near their lot lines, to provide a buffer to the natural areas.

LONG-TERM MAINTENANCE AND MANAGEMENT PLAN

The Homeowners Association will appoint a Conservation Committee to oversee the implementation of this plan. The Conservation Committee will have a three member, and at least initially, a representative from the developer.

The conceptual ecological, aesthetic, recreational, and educational goals (above) will guide all decisions and actions.

The Conservation Committee will meet at least yearly to review ecological monitoring records, and to plan and oversee open space management and maintenance activities.

The Conservation Committee will keep a detailed record of the justification, implementation, and results of each management action, including mowing and herbicide treatments, and report back to the Homeowners Association on a regular basis.

Long Term Management Tasks

Trail System Maintenance

The Homeowners Association will be responsible for maintaining the public use areas, including the trail system. The trail system at The Gathering will require regular maintenance and upkeep to ensure proper functioning and safety. The following actions may be needed to maintain usable trails: (1) mowing or brushing as needed, (2) semi-annual or annual broad-leaf herbicide application, (3) annual pruning of overhanging branches and removal of fallen trees, and (4) spot applications of herbicide on undesirable plants.

Trails should be inspected for erosion and maintenance needs semi-annually and after major storm events. Trails with high erosion damage should be repaired and fitted with water drainage devices, such as grade dips and water bars, or rerouted to avoid areas of high erosion potential. In general, the chosen maintenance methods should be the least invasive and disruptive, while still being effective.

The Homeowners Association will adopt, post, and distribute Open Space Use Rules and Regulations. The use policy should state permitted users (The Gathering Residents and their guests) and permitted uses (walking, running, biking, picnicking, keeping pets on a leash). The use policy should also include principles that will prevent public area degradation and allow for enjoyable use by all. Sample principles include: leave no

trace, stay on trails, keep groups small, avoid using unpaved trails in wet weather, yield to other users, and protect erosion control devices.

Once every five years, the Homeowners Association should assess the adequacy of the trail system. They should determine if people are blazing their own trails and whether these trails are causing undue erosion and impact to natural resources. In particular, informal trails through the woods and on steep slopes can cause erosion and degradation of the vegetation. In these cases, the Homeowners Association should decide whether to block these trails off (trail is only used infrequently), or to relocate a trail (trail is used often) to limit impact areas.

While determining the adequacy of the trail system, the Homeowners Association should determine if certain trails are highly erosion-prone and present an on-going maintenance challenge. These trails should be abandoned, and new trails routed through more appropriate areas. Abandoned trails with severe gulying should be fixed by installing periodic check dams to catch sediment and restore the grade to near-normal if possible.

The Homeowners Association will also be responsible for routine maintenance of the stormwater basins as indicated in the Stormwater Management Practices Maintenance Agreement for The Gathering.

The Homeowners Association will also be responsible for mowing the grass between the roads and the open space areas, and along the paved trail.

Invasive Species Control

The open space areas will be monitored yearly for invasive species that are threatening or dominating the landscape. Advice on managing invasive species can be obtained through ecological consultants, the Department of Natural Resources, or the Nature Conservancy. Where herbicides are used, the appropriate herbicide should be chosen, keeping the following factors in mind: (1) its effectiveness has been demonstrated in the management literature; (2) it has been formulated for application over water where necessary; and (3) it has a quick breakdown and low soil residual time. At a minimum, biyearly efforts should be made to control invasive species in selected areas as determined by the consulting ecologist, who will assist in prioritizing and sequencing control efforts.

The Conservation Committee, will determine whether invasive species control activities will be done by a hired professional, or with the help of homeowner volunteers. Factors that affect this decision include (1) available funds; (2) the skills and capacity of the homeowner volunteers (which may increase with time and training); (3) the need for a licensed herbicide applicator; (4) the urgency of the management action and (5) the quality of the area in which the work will be done.

The first priority for invasive species control is within the wooded area. The primary targets for control here are woody species (multiflora rose, buckthorn) and garlic mustard. These species cannot be addressed with extensive mowing or burning, so control efforts will involve physical activities such as pulling, localized trimming with a string trimmer (a.k.a. “Weed Whacker”), and chemical means, such as spot-treatments of herbicide. Prior to all invasive species control efforts, occurrences of special concern species will be identified and the area roped off.

As part of the ongoing maintenance of the woods will be regularly evaluated to assess the degree of success of the efforts to remove buckthorn from the wooded areas. If large stumps and clumps are re-sprouting, the The Gathering Homeowners Association will hire a licensed herbicide applicator to re-treat the re-sprouts. The soil will be tamped down after pulling the seedlings to minimize soil disturbance. Alternatively, if the The Gathering Homeowners Association finds that the seedlings are so abundant that they can only be controlled by spraying, they will provide a licensed herbicide applicator to treat the seedlings with herbicide. Herbicide control of the seedlings provides the additional benefit of reducing soil disturbance.

The second priority for invasive species control is within the meadows and other open space outside the wooded area. Invasive species problems within the meadows and other open areas are as of yet unidentified and will have to be addressed by the Conservation Committee as they appear.

Mowing Regime for the Meadows & Stormwater Basins

To maintain the meadow areas free of undesired brush and invasive species, a mowing regime should be implemented. The objectives of mowing are to cut back undesired woody species, remove biomass (plant material) from the system, and remove enough plant litter to expose the soil to the warming power of the spring sun. The following guidelines are provided.

- Mow in the early spring, if possible. Mow before the green plants are one foot tall. Alternatively, mow in the late fall. A spring mowing is preferable to a fall mowing so that the prairie plants can provide food and shelter during the winter. Early spring is preferable to later in the growing season to minimize the effects on wildlife that become more active as the season progresses.
- Set the mower height to about 6-8 inches. Collect the plant clippings so that they do not smother the green plants, build up a thick thatch layer, or insulate the cold ground during spring warm-up.
- Once the meadow vegetation has matured for several years, mow each area once every three or four years. Some areas may need to be mowed more frequently if there is a problem with brush invasion. Brushy areas may need to be mowed several times during one season, and followed up with another cutting the next season. Similarly, certain weedy or invasive species may

need to be mowed at a different time (such as cutting sweet clover just as it's flowering) and frequency. Brush and invasive species may require additional applications of herbicides to obtain an acceptable control level.

- Leave at least half of the meadow areas unmowed in any one year to provide refugia for wildlife.
- Conduct an evaluation after each mowing, similar to the burn evaluation, to assess the changes wrought by the mowing and to assist with planning future management actions.

Community Involvement

The Conservation Committee may choose to promote community involvement events to progress further towards the recreational and educational goals. Community activities may include:

- Introductory classes on Birds, Plants, Amphibians, Insects, and Prescribed Burns, using conservation lands for field identification lessons.
- Animal/bird sighting records: invite homeowners to submit records of their bird or animal sighting to the Conservation Committee coordinator, who compiles a checklist. Homeowners track the species across time. Alternatively, post checklists at trailheads for trail user input.
- Photo points: invite homeowners to document prairie growth and establishment and forest conditions by taking photos from a fixed point through the season and over the years.
- Seed Collection and Planting: Homeowners collect prairie seeds at nearby established prairies or purchase them, and seed into their prairie to enrich the species mix.
- Adopt-a-Trail: Homeowners form a volunteer corps to do trail maintenance under the direction of the Conservation Committee
- Nest box project: Homeowners install bluebird nest boxes in the meadows, and monitor and maintain boxes yearly for nesting success.

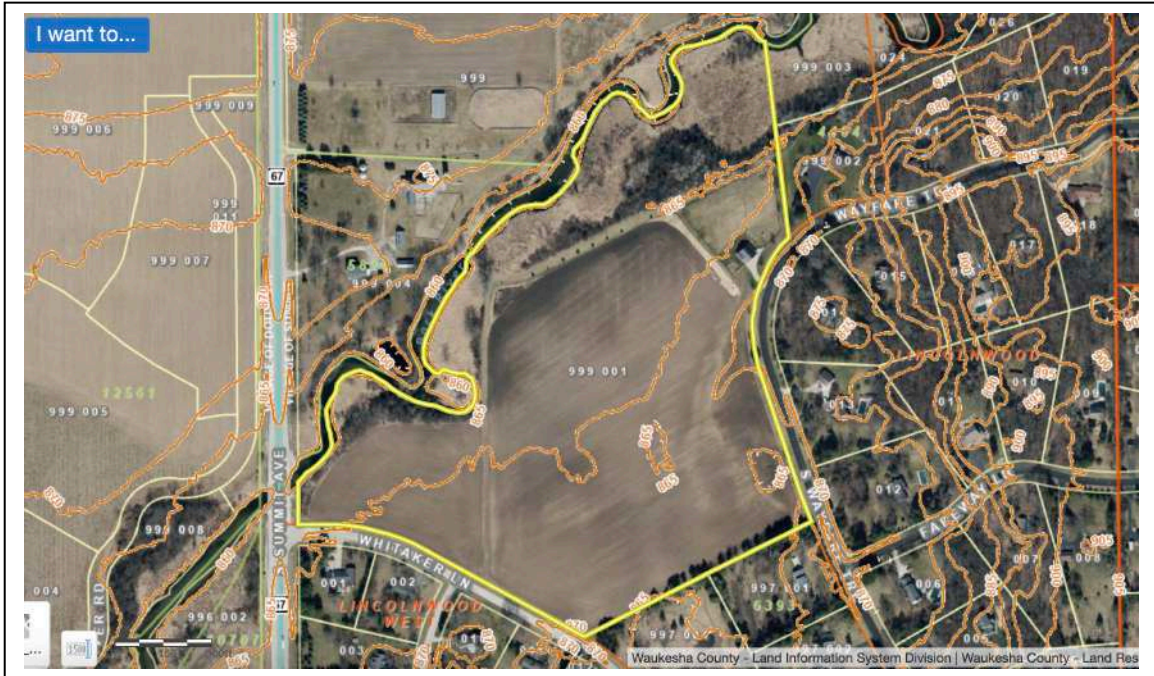
LONG TERM OPPORTUNITIES

As the residents of The Gathering grow to know and appreciate the open space and wooded areas, they may desire to contribute to the management of these areas. This interest would best be guided by the Homeowners Association in conjunction with an ecological consultant towards the following opportunities for enrichment:

- Adding native species to the meadows as they develop,
- Participating in prairie-centered community activities, and
- Volunteering to work on invasive species control.

The Homeowners Association should continually work to establish and maintain good relations with the adjacent landowners who will be key to long-term invasive species control in the The Gathering watershed. In addition, residents should manage their own personal property in a way that contributes to the health of The Gathering as a whole by maintaining their raingardens, using native vegetation, and wisely managing nutrient and chemical use in their in their home landscaping.

Figure 1-Project Location & Topography



Appendix A: Native Seed Mix Species Lists

Agregcol Economy Prairie Mix (Common Area)

#EP1	Mesic to Dry	Full Sun	10.00 PLS LBS/Acre	55.00 Seeds/ Sq. Ft
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Wildflowers		Oz/Acre
Asclepias tuberosa	Butterfly Weed	2.00
Aster novae-angliae	New England Aster	0.50
Chamaecrista fasciculata	Partridge Pea	8.00
Coreopsis lanceolata	Lance-Leaf (Sand) Coreopsis	2.00
Dalea purpurea	Purple Prairie Clover	4.00
Echinacea purpurea	Purple Coneflower	8.00
Heliopsis helianthoides	Early Sunflower	6.00
Liatris pycnostachya	Prairie Blazing Star	2.00
Monarda fistulosa	Wild Bergamot	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Solidago rigida	Stiff Goldenrod	1.00
Tradescantia ohiensis	Ohio Spiderwort	4.00
Zizia aurea	Golden Alexanders	2.00
Grasses, Sedges, & Rushes		Oz/Acre
Andropogon gerardii	Big Bluestem	8.00
Bouteloua curtipendula	Side Oats Grama	32.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus virginicus	Virginia Wild Rye	20.00
Panicum virgatum	Switchgrass	8.00
Schizachyrium scoparium	Little Bluestem	16.00
Sorghastrum nutans	Indian Grass	12.00

*Note: Seed mix compositions are subject to change depending on seasonal availability.

Agrecol Rainwater Renewal

(use for Stormwater Basin)

#RNR	Wet Mesic to Dry Mesic	Full Sun to Part Sun	8.00 PLS LBS/Acre	94.00 Seeds/ Sq. Ft
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Wildflowers		Oz/Acre
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Pycnanthemum virginianum	Mountain Mint	0.30
Ratibida pinnata	Yellow Coneflower	2.25
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia ohiensis	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00
Grasses, Sedges, & Rushes		Oz/Acre
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00

No-Mow Fine Fescue Blend for Transition Areas

Apply at 220 lbs/acre

Scientific Name	Common Name
<i>Festuca obtuse</i>	Nodding Fescue
<i>Festuca rubra commutate</i> (25%) <i>Festuca rubra</i> (20%) <i>Festuca ovina duriuscula</i> (20%) <i>Festuca ovina tenuifolia</i> (20%) <i>Festuca rubra trichophylla</i> (15%)	Fine Fescue Blend

CONSERVATION EASEMENT

This Grant of Conservation Easement is made this ____ day of _____, 2025, by _____, having an address of _____ (hereinafter referred to as “Grantor”) in favor of **Waukesha County Land Conservancy, Inc.**, a non-profit Wisconsin corporation qualified to do business in the State of Wisconsin, having an address of P.O. Box 2572, Brookfield, Wisconsin 53008, (hereinafter referred to as “Grantee”).

Witnesseth:

Whereas, Grantor is the sole owner in fee simple of certain real property located in Waukesha County, Wisconsin, being a part of Outlot 1 in The Gathering Subdivision, and more particularly described in Exhibit A, attached hereto and incorporated by this reference (hereinafter referred to as the “Property”); and

Whereas, the Property possesses, among others, significant natural, scenic, open space and other values (collectively, conservation values) of great importance to Grantor, the people of the Village of Summit, the people of Waukesha County and the people of the State of Wisconsin; and

Whereas, in particular, the Property described in Exhibit A has various aesthetic, natural, scenic, open space, wetland, and other educational and/or limited recreational values; and,

Whereas, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, incorporated by this reference (Baseline Documentation), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

Whereas, Grantor has caused land that includes the Property to be platted as a subdivision called The Gathering, and has designated Outlot 1 to be part of the Common Area of The Gathering.

Whereas, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to habitat preservation and protection, green space preservation and protection, and wetland functions existing at the time of this grant, that do not impair or interfere with those values; and

Whereas, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

Whereas, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to encourage, perpetuate and promote the preservation and protection of natural resources located within and adjacent to Waukesha County including acquisition of property for conservation purposes; and,

Whereas, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

Now, therefore, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin and in particular Section 700.40 of the Wisconsin Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving education as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve, protect and enhance the conservation values of the Property by implementation of the Open Space Management Plan for The Gathering Subdivision prepared by Siepmann Realty Corp. dated _____ (herein after referred to as "Management Plan") in so far as it pertains to the Property.

(b) To enter upon the Property at reasonable times in order to restore or enhance the conservation values, monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph five (5) below, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph five (5) below.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited **within the Easement Area**:

(a) There shall be no residential structures nor garages, sheds, or any kind of other buildings or structures, except as specifically provided herein.

(b) There shall be no roads or driveways allowed, nor shall any portion of the property be used as a means of ingress or egress to any adjacent property, except as required to connect to walking paths on Grantor's adjoining property as provided in paragraph 4.A. hereof.

(c) There shall be no construction or placing of advertising signs, billboards or other advertising material, or any other structures used in connection with advertising permitted, except as specifically provided herein.

(d) There shall be no industrial or commercial activity undertaken or allowed, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with industrial or commercial activity.

(e) There shall be no construction of barriers to the free movement of animals, except as specifically provided herein, nor the commercial removal of non-game animals.

(f) There shall be no horses allowed, nor the grazing of livestock of any variety.

(g) Except as provided in paragraph 4.A. there shall be no active recreation areas permitted, including, but not limited to, soccer fields, baseball diamonds, or golf courses.

(h) There shall be no camping.

(i) There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, bicycles, or other type of vehicle of any kind, except as may be necessary or required in the furtherance of the terms of this Easement or the Management Plan.

(j) There shall be no storage or parking of vehicles, mobile homes, house trailers, other accessory or utility vehicles, or implements or accessories used in connection therewith.

(k) There shall be no dumping or temporary storage of trash, manure, plant material, soil, mulch, or any other refuse or debris nor any storage of chemicals, toxic or otherwise, nor petroleum products of any kind, nor salt.

(l) Except as provided in paragraph 4.B. hereof, there shall be no filling, excavation, mining or drilling, removal of topsoil, sand, gravel, rocks, minerals, peat or other materials, nor any change in the topography of the land in any manner.

(m) Except as provided in paragraph 4.B. hereof, there shall be no tilling or cultivating.

(n) There shall be no non-native plant or animal species introduced on the Property, except as required in furtherance of the terms of the Easement or the Management Plan.

(o) There shall be no cutting, destruction or removal of living native plants except as otherwise specifically authorized herein or by other law, without the consent of the Grantee in accordance with paragraph four (4) herein.

(p) There shall be no harvesting of trees for timber or fuelwood, other than the removal of dead trees which create a hazardous condition.

(q) There shall be no spraying with pesticides, insecticides or herbicides, except as

required in furtherance of the terms of the Easement and the Management Plan.

(r) There shall be no placement or development of stormwater storage, discharge or treatment facilities except as set forth in accordance with paragraph four (4) herein.

(s) There shall be no septic or other private waste disposal systems allowed.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to establish, construct and maintain private walking paths as Grantor in consultation with Grantee shall determine to be appropriate.

B. The right to grant easements to any municipality and public or private utility company for the purpose of constructing and maintaining a sanitary sewer main servicing The Gathering Subdivision and for the purpose of transmitting electric energy, signals, television, telecommunication and natural gas services within or through The Gathering Subdivision.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within ninety (90) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a ninety (90) day period, fails to begin curing such violation within the ninety (90) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including loss of environmental value, and to require the restoration of the property to the condition that existed prior to any such injury. Grantee may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee reasonably believes that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this paragraph without notice to Grantor, provided however, that 1) Grantee will make best efforts to contact Grantor via telephone prior to taking action; and 2) Grantee will notify Grantor of such action in writing within 24 hours of taking such action. Such notice shall describe the actual or potential damage and the estimated cost and time frame associated with prevention or correction of the damage and a statement of the reasons why action was necessary prior to notice to Grantor.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Any costs incurred by Grantee in enforcing the terms of this Easement against an individual Owner or Owners of lots in The Gathering and any costs of restoration necessitated by such Owner's violation of this Easement shall be borne by such Owner or

Owners. Any costs incurred by Grantee in enforcing the terms of this Easement against The Gathering Homeowners Association, Inc. (the "Association") and any costs of restoration necessitated by the Association's violation of the terms of this Easement shall be borne by the Association. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

5.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use of or activity with the purpose of this easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator, to hear the matter. If, for any reason, the parties are unable to agree on the selection of an arbitrator then in that event either party may petition a court of proper jurisdiction and proceed pursuant to Chapter 788 of the Wisconsin Statutes. In any event the prevailing party shall be entitled to all costs, expenses and attorneys' fees.

5.3 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor or others shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor or others shall impair such right or remedy or be construed as a waiver.

5.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.5 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Costs and Liabilities. Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. This specifically includes the costs associated with Grantee's management activity upon the Property that are within the limitations of paragraph 6.3, below.

6.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action,

claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or actions of any of the Indemnified Parties; (b) the obligations specified in paragraphs 6 and 6.1; and (c) the existence or administration of this Easement.

6.3 Payment for Grantee's Management Activities. Grantor recognizes that Grantee's management and stewardship of the Property will enhance the value of the properties in The Gathering, and that Grantee will incur expenses in carrying out its management and maintenance activities. At the end of each calendar year the Grantee shall submit to the Association a detailed invoice setting forth Grantee's actual costs for its management and maintenance of the Property for the past year, and the Association, within 45 days after receipt of the invoice, will pay the same. Provided, however, that the maximum amount that the Association shall be required to pay to Grantee for the year in which this Agreement is executed shall be the product of multiplying **\$100.00** by the number of platted lots in The Gathering not owned by Grantor as of January 1st of that year excluding lot 1 unless the owner of that lot shall have elected to join the Association; and the maximum amount that the Association shall be required to pay in any subsequent year shall be the product of **\$100.00** multiplied by one plus the percentage change in the Consumer Price Index- Urban Wage Earners and Clerical Workers, All Items, Milwaukee, 1984 = 100 from December of the year in which this Agreement is executed to December of the year to which the invoice pertains, multiplied by the number of platted lots in The Gathering and any additions thereto not owned by Grantor as of January 1st of such subsequent year. At the same time that Grantee submits its annual invoice to the Association the Grantee shall also submit a budget which sets forth the expenses for the following year which the Grantee expects to incur in its management and maintenance of the Property and which it expects the Association to pay.

Anything contained herein to the contrary notwithstanding, the obligation of the Association to pay the Grantee for its management and maintenance of the Property shall not become effective until the earlier of (i) January 1st of the year immediately following the year in which Grantor has sold and transferred title to 50% or more of its lots in The Gathering; or (ii) January 1, 202__ . Grantee shall not be obligated to provide any management or maintenance on or for the Property until such time as the Association's obligation to pay Grantee's expenses is in effect; provided however, that the Association shall pay Grantee for Grantee's annual inspection of the Property made during any year before the year that the Association's obligation to pay Grantee's expenses is effective.

7. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Wisconsin law at the time, in accordance with paragraph 7.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

7.1 Proceeds. This Easement constitutes a real property interest immediately vested in

Grantee, which, for the purposes of paragraph 7, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

7.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. In the event that Grantee or its transferee is dissolved or no longer wishes to exercise its rights or carry out its obligations under this Easement, then upon such dissolution or upon written notice to the Director of Parks and Land Use for Waukesha County, all of the Grantee's rights and obligations hereunder shall be automatically transferred to and assumed by Waukesha County, including the requirement that the conservation purposes that this grant is intended to advance continue to be carried out.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

10. Estoppel Certificates. Upon request by Grantor, Grantee shall within ten (10) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement as may be requested by Grantor.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

C/O Siepmann Realty Corp. W240 NI221
Pewaukee Road Waukesha, Wisconsin 53188

To Grantee:

Waukesha County Land Conservancy, Inc.
P.O. Box 2572
Brookfield, Wisconsin 53008

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. Grantee shall record this instrument in timely fashion in the office Register of Deeds of Waukesha County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling,

To Have and To Hold unto Grantee, its successors, and assigns forever.

In Witness Whereof, Grantor has set its hand on this ___ day of _____, 2025.

Need signature blocks.

The Gathering Homeowners Association, Inc. joins in this Conservation Easement for the purpose of acknowledging and accepting its obligations hereunder.

The Gathering Homeowners Association, Inc.

Waukesha County joins?

All that part is Outlot 1 of The Gathering, being a part of The Gathering in the Village of Summit, Waukesha County, Wisconsin, which is bounded and described as follows:

CONSENT OF MORTGAGEE

_____ as mortgagee of any present or future mortgage on the lands subject to the foregoing Conservation Easement, hereby consents to and agrees that its mortgages shall be subject the foregoing Conservation Easement.

EXHIBIT A

DRAFT



