Neal Czaplewski, Chairman
Jeff Rice, Supervisor No 1
Steve Swantz, Supervisor No 2
Jason Ketterhagen, Supervisor No 3
Paul Kobernick, Supervisor No 4

Committee of Whole Meeting
32288 Bushnell Road / Burlington WI 53105

November 12, 2026 / 5:30PM

Notice is hereby given that a regular meeting of the Town Board of the Town of Burlington will be held on **Thursday, November 12, 2026,** in the Burlington Town Hall, 32288 Bushnell Road, Burlington, Racine County, Wisconsin. The meeting will begin at 5:30 PM.

---

1. Call to order
    a. Roll Call
    b. Verification of Posting

2. Dug Development Request for Removal of Deed Restriction
    a. Parcels – 002-03-19-21-023-000 and 002-03-19-21-019-000

3. Adjournment

Jeanne Rennie, Clerk
2026 November 9

- Agenda is subject to change
- Discussion and action may occur on any agenda item
- All meetings are subject to the Open Meetings law and will be recorded
- If you are disabled and have accessibility needs or need information interpreted for you, please call Town Office at 262.763.3070 at least 24 hours prior to the meeting

Attest to Posting of Public Notices

State of Wisconsin
County of Racine
Town of Burlington

I, Jeanne Rennie, hereby certify that I posted a true and correct copy of the following item(s) on the bulletin board(s) at the locations indicated below. Said posting was accomplished by pinning the document(s) to the bulletin board.

1. Town of Burlington Town Hall, 32288 Bushnell Road
   Date: 11/09/2026 Time: 2:57 PM

2. Beachview Grocery Store, 33225 S Lakeshore Drive
   Date:_____ Time:_____

3. Al's Little Country Store, 30411 Durand Avenue
   Date:_____ Time:_____

Additionally, all documents listed as follows have also been posted on the Town of Burlington's website: www.TownOfBurlingtonWI.gov
Date: 11/09/2026 Time: 2:59 PM

Documents posted:
2026 11 12 TB
2026 11 12 COW

Signed: Jeanne Rennie Date: 11/09/2026

Three physical locations or one physical location and Town website required.

Document # **2631742**
RACINE COUNTY REGISTER OF DEEDS
June 16, 2022 10:34 AM

Karie J. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

Pages: 8

DECLARATION OF RESTRICTION

30-8

RETURN TO :
Edward J. Lawton
Axley Brynelson, LLP
N17W24222 Riverwood Drive
Waukesha, WI 53188

Parcel Identification Number:
002-03-19-21-023-000
002-03-19-21-019-000

THIS DECLARATION OF RESTRICTION ("Declaration") is made this 16 day of May, 2022 (the "Effective Date"), by **DUG DEVELOPMENT LLC** (the "Declarant").

RECITALS:

A. Declarant is the fee simple owner of the parcel of real property described on Exhibit A as the "5 Acre Parcel" and is the fee simple owner of the real property described on Exhibit A as the "Remnant Parcel".

B. In connection with the approval of a Certified Survey Map, the Town of Burlington, Wisconsin a body corporate and politic has required that certain restrictions be placed on the 5 Acre Parcel and the Remnant Parcel.

NOW, THEREFORE, Declarant declares as follows as to the 5 Acre Parcel and the Remnant Parcel:

1. **Subdivision Restriction**. Due to the driveway access for the 5 Acre Parcel and the Remnant Parcel not meeting the standards for a Town road:

a. The 5 Acre Parcel shall not be further subdivided to create new additional lots. The Remnant Parcel shall not be further subdivided to create new additional lots. This Declaration does not restrict the sale or transfer of the entire 5 Acre Parcel or entire Remnant Parcel separately or together. In the event of a violation of this Declaration as to the 5 Acre Parcel the violation will only be enforced against the then owner of the 5 Acre Parcel. In the event of a violation of this Declaration as to the Remnant Parcel the violation will only be enforced against the then owner of the Remnant Parcel.

2. **Covenants to Run with Land**. It is the intent of the parties that the terms contained in this Declaration:

a. As to the 5 Acre Parcel shall be covenants running with the land with respect to the 5 Acre Parcel.

b. As to the Remnant Parcel shall be covenants running with the land with respect to the Remnant Parcel.

3. **Amendment**. This Declaration may be amended:

a. As to the 5 Acre Parcel only by a writing executed by the owner of the 5 Acre Parcel and the Town.

b. As to the Remnant Parcel only by a writing executed by the owner of the Remnant Parcel and the Town.

4. **Severability**. In the event any term or provision, or any part thereof, is found to be invalid by a court of competent jurisdiction, the same shall not impair or affect in any manner the validity and enforceability or effect the remainder of this Declaration, and all of the terms hereof are hereby declared to be severable.

5. **Counterparts**. This Declaration may be executed in one or more counterparts, each of which when taken together shall constitute one and the same instrument.

6. **Enforcement**. The Town may enforce this Declaration.

[Signature Page Follows Next]

IN WITNESS WHEREOF, the parties have executed this Declaration on the Effective Date set forth above.

DECLARANT:

DUG DEVELOPMENT LLC

By: _____
Gregory M. Reesman, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS:
Racine COUNTY)

Personally came before me this 16 day of May, 2022, Gregory M. Reesman, Member of DUG DEVELOPMENT LLC, to me known to be the persons who executed the foregoing instrument.

Merica Hammond
*Merica Hammond
Notary Public, State of Wisconsin.
My commission expires: 4/21/25

*Print or type name of notary public.

MERICA HAMMOND
Notary Public, State of Wisconsin

Drafted by:

Edward J. Lawton
Axley Brynelson, LLP
N17W24222 Riverwood Drive
Waukesha, WI 53188

EXHIBIT A
Legal Description of the Remnant Parcel and 5 Acre Parcel

"5 Acre Parcel": Parcel ID 002-03-19-21-019-000

PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CENTER OF SAID SECTION 21 AS MONUMENTED IN THE RACINE COUNTY MAPPING PROGRAM; RUN THENCE NORTH 2°29'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 686.26 FEET; THENCE NORTH 88°11'02" EAST ALONG THE SOUTH LINE OF THE NORTH 60 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 21 (SAID LINE BEING PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION), 330.0 FEET; THENCE SOUTH 2°29'11" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 21, 687.64 FEET TO THE SOUTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 88°25'15" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 330.0 FEET TO THE PLACE OF BEGINNING. CONTAINING 5.20 ACRES OF LAND, TO BE THE SAME, MORE OR LESS. EXCEPTING A TRIANGLE IN THE SOUTHWEST CORNER OF SAID PARCEL BEING 66 FEET ALONG THE EAST AND SOUTH SIDES.

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE SOUTH 88°25'15" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION 2458.79 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 66°43'23" EAST 388.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 198.54 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 670.50 FEET AND WHOSE LONG CHORD BEARS SOUTH 58°14'25" EAST 197.81 FEET; THENCE SOUTH 49°45'27" EAST 86.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TEUT ROAD; THENCE SOUTH 41°10'47" WEST ALONG SAID NORTHWESTERLY LINE 150.02 FEET; THENCE NORTH 49°45'27" WEST 75.01 FEET; THENCE NORTH 41°10'47" EAST 130.02 FEET; THENCE NORTH 49°45'27" WEST 11.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 192.62 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 650.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 58°14'25" WEST 191.91 FEET; THENCE NORTH 66°43'23" WEST 383.66 FEET; THENCE SOUTH 88°25'15" WEST 20.59 FEET; THENCE NORTH 01°34'45" WEST 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION; THENCE NORTH 88°25'15" EAST ALONG SAID NORTH LINE 25.00 FEET TO THE PLACE OF BEGINNING.

Above there are two paragraphs each containing a legal description. The second of the two paragraphs is a lot line adjustment to join the land described there to the land described in the first paragraph.

"Remnant Parcel" parcel ID 002-03-19-21-023-000

Parcel 1: Government Lot No. 1 in the Northwest 1/4 of Section 21, Town 3 North, Range 19 East. Said land being in the Town of Burlington, County of Racine and State of Wisconsin.

Parcel 2: The Southeast 1/4 of the Northwest 1/4 of Section 21, Town 3 North, Range 19 East. Said land being in the Town of Burlington, County of Racine and State of Wisconsin.

Parcel 3: Government Lot No. 2 in the Southeast 1/4 of Section 21, Town 3 North, Range 19 East. Excepting therefrom lands conveyed for highway purposes. Said land being in the Town of Burlington, County of Racine and State of Wisconsin.

Parcel 4: Government Lot No. 3 in the Southeast 1/4 of Section 21, Town 3 North, Range 19 East, excepting therefrom lands conveyed for highway purposes, also excepting, Certified Survey Map No. 1067, according to the recorded Certified Survey Map. Also excepting lands conveyed in deed recorded in Volume 1580 of Records on page 192, Racine County Records, described as follows: part of the South 1/2 of Section 21, Township 3 North, Range 19 East of the Fourth Principal Meridian, Township of Burlington, County of Racine, Wisconsin, and more particularly described as follows: Commence at the South 1/4 corner of said Section 21; thence North 2 degrees 01 minutes 18 seconds West, 631.73 feet along the West line of the Southeast 1/4 of Section 21 to the Northwesterly line of Highway 36 and the place of beginning of parcel of land hereinafter described: Thence continue North 2 degrees 01 minutes 18 seconds West, 175.03 feet along the West line of the Southeast 1/4 of Section 21; thence North 63 degrees 57 minutes 02 seconds West (Recorded as North 62 degrees 55 minutes West), 346.54 feet to the Southeasterly line of Loomis Road; thence Northeasterly along the Southeasterly line of Loomis Road along the arc of a curve convex Northwesterly and having a radius of 5694.49 feet and a chord of 285.00 feet which bears North 33 degrees 43 minutes 39 seconds East; thence South 56 degrees 18 minutes 19 seconds East, 566.63 feet to the Northwesterly line of State Highway #36; thence South 51 degrees 36 minutes 33 seconds West, 226.06 feet along the Northwesterly line of Highway 36; thence Southwesterly along the arc of a curve along the Northwesterly line of Highway #36, said curve being convex Northwesterly and having a radius of 7811.44 feet and a chord of 173.74 feet which bears South 50 degrees 58 minutes 19 seconds West to the place of beginning.

EXCEPTING THEREFROM: Lots 1, 2, and 3 of Certified Survey Map No. 3503 recorded on June 16, 2022 in the office of the Register of Deeds for Racine County, Wisconsin as Document No. 2631739.

EXCEPTING THEREFROM Certified Survey Map No. 2546, recorded in Volume 7, Page 970, as Document No. 1919298 described as follows: Part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East of the Fourth Principal Meridian in the Township of Burlington, County of Racine, Wisconsin and being more particularly described as follows: Begin at the East 1/4 corner of said Section 21; thence South 88 degrees 25 minutes 15 seconds West along the North line of said Southeast 1/4 Section, 1571.97 feet to a point on the Northwesterly line of Teut Road and the place of beginning of this description: Thence South 41 degrees 10 minutes 47 seconds West along said Northwesterly line 448.99 feet; thence North 49 degrees 45 minutes 27 seconds West, 86.71 feet to a point of curvature; thence Northwesterly 198.54 feet along the arc of a curve to the left, having a radius of 670.50 feet, a central angle of 16 degrees 57 minutes 56 seconds and whose long chord bears North 58

degrees 14 minutes 25 seconds West, 197.81 feet; thence North 66 degrees 43 minutes 23 seconds West, 388.07 feet to a point on the North line of said Southeast 1/4 Section; thence North 88 degrees 25 minutes 15 seconds East along said North line 886.82 feet to the place of beginning.

EXCEPTING THEREFROM land contained in Warranty Deeds recorded on February 28, 2003, as Document Nos. 1885623, 1885624 and 1885625, all further described as follows: That part of Government Lot 2 and part of Government Lot 3 being a part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, and part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 21, Township 3 North, Range 19 East, and bounded and described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section; thence South 01 degrees 52 minutes 37 seconds East along the East line of the Southeast 1/4 of said Section, 41.67 feet to a point on the Northwesterly right of way line of State Trunk Highway "36"; thence South 51 degrees 36 minutes 24 seconds West along the Northwesterly right of way line of State Trunk Highway "36", 2891.82 feet; thence North 56 degrees 18 minutes 19 seconds West, 600.04 feet to a point on a curve, said point also being the center line of Teut Road; thence Northeasterly along an arc of a curve and the center line of Teut Road, whose center lies to the Southeast, whose radius is 5727.49 feet, whose chord bears North 38 degrees 10 minutes 39.5 seconds East, 601.92 feet a distance of 602.20 feet to a point of tangency; thence North 41 degrees 11 seconds 23 East along the center line of said Road 1145.42 feet to the Southwest corner of Certified Survey Map No. 1067 extended; thence South 48 degrees 48 minutes 37 seconds East along the South line of Certified Survey Map No. 1067, 192.20 feet to the Southeast corner of said Certified Survey Map; thence North 41 degrees 11 minutes 23 seconds East along the East line of said Certified Survey Map, 347.26 feet to the Northeast corner of said Certified Survey Map, said point also being a point on the North line of the Southeast 1/4 of Section 21; thence North 88 degrees 25 minutes 15 seconds East along the North line of the Southeast 1/4 of Section 21, 1265.16 feet to the point of beginning. Said land being in the City of Burlington, Racine County, Wisconsin.

EXCEPTING THEREFROM land contained in Quit Claim Deed recorded on September 23, 2004, as Document No. 1993946 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way being the Point of Beginning of this description: Thence South 01 degrees 52 minutes 37 seconds East along said East 1/4 Section line, 55.45 feet; thence North 38 degrees 24 minutes 05 seconds West, 44.56 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence along said South line North 51 degrees 35 minutes 55 seconds East, 33.00 feet to the Point of Beginning.

EXCEPTING THEREFROM land contained in Quit Claim Deed recorded on September 20, 2005 as Document No. 2049867 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way; Thence along said Right-of-Way, South 51 degrees 35 minutes 55 seconds West, 33 feet to the Point of Beginning of this description: Thence South 38 degrees 24 minutes 05 seconds East, 44.56 feet to the East line of said Southeast 1/4 Section; thence along said East line South 01 degrees 52 minutes 37 seconds East, 67.05 feet; thence North 38 degrees 24 minutes 05 seconds West, 98.44 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence

along said South line North 51 degrees 35 minutes 55 seconds East, 39.91 feet to the Point of Beginning. EXCEPTING THEREFROM land contained in Warranty Deed recoded on May 5, 2006, as Document No. 2083810 described as follows: That part of Government Lot 2 and 3 in the Southeast 1/4 of Section 21, Township 3 North, Range 19 East of the Fourth Principal Meridian, lying South of the Milwaukee Electric Railway and Light Company property.

EXCEPTING THEREFROM land conveyed by Deed recorded under Document No. 1993946 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way being the Point of Beginning of this description: Thence South 01 degrees 52 minutes 37 seconds East along said East 1/4 Section line, 55.45 feet; thence North 38 degrees 24 minutes 05 seconds West, 44.56 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence along said South line North 51 degrees 35 minutes 55 seconds East, 33.00 feet to the Point of Beginning.

EXCEPTING THEREFROM those lands conveyed by Quit Claim Deed recorded as Document No. 2049867 described as follows: A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East, in the City of Burlington, County of Racine, Wisconsin more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of Section 21, Township 3 North, Range 19 East; thence South 01 degrees 52 minutes 37 seconds East, 452.71 feet along the East line of said Southeast 1/4 Section to the South line of the Wisconsin Electric Company Right-of-Way; Thence along said Right-of-Way, South 51 degrees 35 minutes 55 seconds West, 33 feet to the Point of Beginning of this description: Thence South 38 degrees 24 minutes 05 seconds East, 44.56 feet to the East line of said Southeast 1/4 Section; thence along said East line South 01 degrees 52 minutes 37 seconds East, 67.05 feet; thence North 38 degrees 24 minutes 05 seconds West, 98.44 feet to the South line of the Wisconsin Electric Company Right-of-Way; thence along said South line North 51 degrees 35 minutes 55 seconds East, 39.91 feet to the Point of Beginning.

EXCEPTING THEREFROM:

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 21; THENCE SOUTH 88°25'15" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION 2458.79 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 66°43'23" EAST 388.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 198.54 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 670.50 FEET AND WHOSE LONG CHORD BEARS SOUTH 58°14'25" EAST 197.81 FEET; THENCE SOUTH 49°45'27" EAST 86.71 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TEUT ROAD; THENCE SOUTH 41°10'47" WEST ALONG SAID NORTHWESTERLY LINE 150.02 FEET; THENCE NORTH 49°45'27" WEST 75.01 FEET; THENCE NORTH 41°10'47" EAST 130.02 FEET; THENCE NORTH 49°45'27" WEST 11.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 192.62 FEET ALONG THE ARC OF SAID CURVE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 650.50 FEET, AND WHOSE LONG CHORD BEARS NORTH 58°14'25" WEST 191.91 FEET; THENCE NORTH 66°43'23" WEST 383.66 FEET; THENCE SOUTH 88°25'15" WEST 20.59 FEET; THENCE NORTH 01°34'45" WEST 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION; THENCE NORTH 88°25'15" EAST ALONG SAID NORTH LINE 25.00 FEET TO THE PLACE OF BEGINNING.

Notwithstanding anything to the contrary herein, the following described lands are added to the Remnant Parcel as a lot line adjustment:

PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWNSHIP OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CENTER OF SAID SECTION 21 AS MONUMENTED IN THE RACINE COUNTY MAPPING PROGRAM; RUN THENCE NORTH 2°29'11" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION, 66.00 FEET; THENCE SOUTH 47°01'58" EAST 94.07 FEET TO THE SOUTH LINE OF SAID 1/4 SECTION; THENCE SOUTH 88°25'15" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION, 66.00 FEET TO THE PLACE OF BEGINNING.

Town of Burlington
32288 Bushnell Road / Burlington WI 53105
262-763-3070 / TownofBurlington.com

Board of Supervisors
Meeting Minutes
April 14, 2022

1 Call to order and roll call

At 6:30 PM Chair Jeff Lang called to order the regular meeting of the Town of Burlington Board of Supervisors. The meeting was held at the Town Hall, 32288 Bushnell Road, Burlington.

Everyone in attendance stood and recited the pledge of allegiance.

Chairman Jeff Lang and Supervisors Steve Swantz, Neal Czaplewski, Russ Egan, and Brian Fliss were present.

2 Verify posting of meeting

The meeting was properly posted.

3 Citizen Comments

No comments.

4 Minutes from the regular Town Board meeting on March 24, 2022, and the special Town Board meeting on March 29, 2022

Egan motioned to approve the minutes with one correction; Fliss seconded. Motion carried.

5 Reports

Lang – has received calls regarding speeding and surveyors on Ketterhagen Road.

Swantz – had nothing to report

Czaplewski – had nothing to report.

APPROVED

Egan – reported that the Echo Lake steering committee is looking for citizen input. Also, the FRC met Friday. He was not able to attend.

Fliss – reported that the WE Energies project on Highway P has started. He plans to add information on social media as it becomes available.

Highway – submitted written report on the activity for March 2022. Bids have been received for Road Bid #1 for mill and overlay project. Also, LRIP funding has been received.

Fire – Chief Vrchota reported on the 9 calls for the month of March along with other department business. He will also attend the weekly calls regarding the Highway P project.

Marine – Chief Kahabka reported on the staff for the upcoming season. He also reported on the boat purchase and what will be done to decrease the common complaints on the lakes.

Emergency – Covid-19 numbers are continuing to decline, with only 1 death in the last 2 weeks. Twardosz reported that they are not expecting any flooding issues and he attended the Racine County Mitigation and Hazard meeting.

Sheriff – The sheriff's department submitted a written report of the activity for the month of March.

Chamber of Commerce – no one was in attendance.

6 Bills as of March 10, 2022

Fliss moved to pay the bills as presented; Swantz seconded.
Lang mentioned that the WE Energies invoice, which was not included for payment at this time, will be reimbursed to the Town by Racine County.
Motion carried.

Lang stated that Racine County has agreed to pay a disputed WE Energies invoice.

7 January 2022, February 2022 and March 2022 financials

Fliss motioned to table the financials; Czaplewski seconded. Czaplewski questioned the timing of receiving payments from the Municipal Court.
Motion carried.

APPROVED

8 Possible action on Planning & Zoning Committee recommendation:

a. **Petitioner: Dug Development**
   Owner: Greg Reesman, member
   Parcel: 002-03-19-21-023-000 / Teut Road

Swantz motioned to approve the Planning and Zoning Recommendation for the land division with the following condition: *driveway is substandard for a Town road and therefore no further division of the "5-acre parcel" nor the "remnant parcel" will be allowed, with certified mail notice and copy of minutes to owner(s) and owner(s) recording these words on Title as a deed restriction*; Fliss seconded.
Motion carried.

9 3115 Spring Drive

Neither the property Owner nor her contractor were in attendance. The Board ordered 30-day delay in proceeding with the demolition will expire on April 24, 2022. This property will be discussed again at the next meeting.

10 Approval of Seasonal Marine Officers: Kelly Helinski, Kyle Stormoen, Lisa Border, Shane Sax, and Russell Richardson

Chief Kahabka and Officer Anderson informed the Board that due to some unforeseen circumstances, they are only seeking approval for Helinski, Border and Sax.

Egan moved to approved Kelly Helinski, Lisa Border and Shane Sax; Fliss seconded.
Motion carried.

11 Adopt 7-year Road Plan

Isaacson presented the 7-year road plan to the Board, stating that this is a requirement for the BIL grant application.

Czaplewski moved to adopt the 7-year Road Plan as presented; Swantz seconded.
Motion carried.

APPROVED

12 Reappoint Bill Korducki and Jim Luedeke to 3-year terms for the Planning & Zoning Committee, ending April 30, 2025

Fliss motioned to reappoint Korducki and Luedeke to the Planning & Zoning Committee for a 3-year term; Egan seconded.
Motion carried.

13 ARPA funds decision

Lang discussed the upcoming deadline of April 30, 2022, to report the lost revenue to claim funds from the ARPA grant.

This will be discussed again at the April 28, 2022 meeting.

14 Ketterhagen Road soil boring

Isaacson discussed the cost involved with a boring project on Ketterhagen Road as a necessity to continuing to seek funds from the BIL grant. The funds would be refunded if the grant is approved. If not approved, the funds for the boring project could come from the ARPA grant.

Fliss moved to proceed with the boring project on Ketterhagen Road by using ARPA funds up to $10,000; Egan seconded.
Motion carried.

15 Motion to enter Closed Session under Wis Stats 19.85(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning the strategy to be adopted by the body and Wis. Stats 19.85(c) considering performance employment of a public employee

At 7:16PM Egan motioned to enter closed session under Wis Stats 19.85(c) and 19.85(g); Swantz seconded.

The vote was unanimous to enter closed session.

16 Motion to enter Open Session

At 7:49PM Swantz motioned to enter open session; Egan seconded.
Motion carried.

APPROVED

17 Possible action from Closed Session

No action was taken.

18 Adjourn

Swantz motioned to adjourn at 7:50PM; Fliss seconded. Motion carried.

Approved this 28th day of April 2022
Jeanne Rennie, Clerk

APPROVED

Document Number	Document Title

Recording Area
Return: City of Burlington

Parcel Identification Number (PIN):

City of Burlington Dug Off-Site Mitigation for SEWRPC SSAA	**OFF-SITE COMPENSATORY MITIGATION CONSERVATION EASEMENT**

THIS GRANT OF A CONSERVATION EASEMENT is made by and between DUG DEVELOPMENT LLC, with an address of N6967 County Road ES, Elkhorn, Wisconsin 53121, (hereinafter referred to as the "Grantor"), and the City of Burlington, a Wisconsin municipal corporation with an address of 300 Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as "Grantee"), as a holder of a Conservation Easement per the Hughes site PEC Compensation Site Plan.

RECITALS

WHEREAS, the Grantor is the owner in fee title of certain real property located in the Town of Burlington, Racine_County in the State of Wisconsin, adjacent to conservation lands protected by the State of Wisconsin and the Seno Kenosha/Racine Land Trust Conservancy, more particularly described on the attached Exhibit A, (hereinafter referred to as the "Conservancy Area"); and

WHEREAS, the Grantor and the Grantee both desire and intend that the natural elements and the ecological and aesthetic values of the Conservancy Area be maintained and improved in accordance with the terms and conditions of this Conservation Easement, the

PEC Compensation Site Plan for Hughes Property, dated July 7, 2025 and prepared by Heartland Ecological Group Inc., and subsequent amendments thereto, if any ("Site Mitigation Plan") and the Southeastern Wisconsin Regional Planning Commission Amendment to the Burlington Sanitary Sewer Service Area dated_____("Sewer Service Area Amendment"); and

WHEREAS, the Grantor and Grantee both desire, intend and have the common purpose of conserving and preserving the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by transferring from the Grantor to the Grantee, by the creation of a Conservation Easement on, over and across the Conservancy Area, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area; and

WHEREAS, in accordance with the March 7, 2023 Development Agreement ("Development Agreement") between the parties as recorded in the Racine County Register of Deeds Office on April 21, 2023 as Document # 2652644 and the approved December 13, 2022 Conditional Use Permit, this Conservation Easement shall be immediately executed and recorded upon approval of same by the Grantee by Resolution of the Common Council of the City of Burlington and approval of the Sewer Service Areas Amendment; and

WHEREAS, the Grantor has received valuable consideration for the granting of this Conservation Easement.

NOW THEREFORE, the Grantor, for valuable consideration received, and pursuant to Section 700.40 of the Wisconsin Statutes, does hereby give, grant, bargain and convey to the Grantee, its successors and assigns, forever, a Conservation Easement in perpetuity over the Conservancy Area consisting of the following:

I. PURPOSE OF THE EASEMENT

The off-site mitigation purposes of this easement are to (i) restore and create 2.92 acres of open oak woodland within an existing prime environmental corridor ("PEC"), (ii) restore and create 15.84 acres of open oak woodland within current non-PEC agricultural land, and (iii) enhance 20.32 acres of existing degraded oak woodland all as fully described in the Site Mitigation Plan.

II. RIGHTS OF THE GRANTEE

1. The Grantee shall have the right to enforce by proceedings at law or in equity the terms and conditions of this Conservation Easement hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Conservation Easement, to require the restoration or enhancement of this property, consistent with the Site Mitigation Plan, incorporated herein by reference, or to enjoin non-compliance by appropriate injunctive relief. The Grantee does not waive or forfeit the right to

take action as may be necessary to ensure compliance with terms of this Conservation Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantors for any changes to the Conservancy Area due to causes beyond the Grantors' control and without the Grantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).

2. The Grantee, its contractors, agents and invitees, shall have the right to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Grantors are complying with the terms and conditions of this Conservation Easement and the purposes of this grant, and further to observe, study, record and make scientific studies and educational observations. In addition, the Grantee may investigate any activity on or use of the Conservancy Area that the Grantee reasonably believes may violate the Conservation Easement and require, at Grantor's expense, remediation of such areas or features of the Conservancy Area that may be damaged by any inconsistent activity, use or violation.

3. The Grantee shall have the right to establish or re-establish vegetation through seedings or plantings.

4. The Grantee shall have the right to manipulate vegetation on the Conservancy Area through burning, cutting, pesticide application and other suitable methods for the purpose of protecting and enhancing uplands and upland vegetation.

5. The Grantee shall have the right to maintain and repair its facilities, if any, located within the Conservancy Area.

III. COVENANTS OF THE GRANTOR

1. Grantor shall be responsible, at its cost, for management of the Conservancy Area and implementation of the Site Mitigation Plan, which has been prepared by a consultant with expertise in rendering professional ecological services.

2. There shall be no commercial or industrial activity undertaken or allowed within the Conservancy Area.

3. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures built or placed in the Conservancy Area.

4. There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the Conservancy Area except in conjunction with authorized management activities.

5. There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic

waste within the Conservancy Area.

6. The hydrology of the Conservancy Area will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the Conservancy Area, unless consistent with the Site Mitigation Plan.

7. All agricultural uses are prohibited within the Conservancy Area (e.g. plowing, tilling, haying, cultivating, planting or other agricultural activities). This does not include native seed production activities, mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Conservancy Area consistent with the Site Mitigation Plan. The Grantor shall not stock animals or allow the grazing of animals on the Conservancy Area without prior written permission of the Grantee.

8. The Grantor is responsible for compliance with all federal, state and local laws governing the control of noxious weeds within the Conservancy Area.

9. There shall be no operation of motorized vehicles or equipment within the Conservancy Area except in conjunction with activities in conformance with Sections II and III herein.

10. Any activity on or use of the Conservancy Area inconsistent with, or that adversely affects, the purposes of this Conservation Easement is prohibited.

11. The Grantor shall provide bonds to the Grantee, in amounts deemed sufficient by Grantee, that guarantee the cost of construction and maintenance of the Conservancy Area in accord with the Site Mitigation Plan, including maintenance of the Conservancy Area for five (5) years from completion of work required pursuant to the Site Mitigation Plan. In case of failure to pay any of the costs required to implement the Site Mitigation Plan, the Grantee, in addition to pursuing a claim on the bonds posted by the Grantor, reserves the right to remedy any deficiency and extend related costs and fees upon the tax roll as a special charge pursuant to Wis. Stat. Section 66.0627.

12. Grantor shall obtain liability insurance coverage for the Conservancy Area and the terms and conditions of this Conservation Easement, naming the Grantee as an additional insured, in an amount deemed sufficient by the Grantee after consultation with its insurer. Proof of such insurance and additional inured endorsement shall be provided to the Grantee at time of execution of this Conservation Easement.

13. Grantor hereby releases and agrees to hold harmless, indemnify, and defend the Grantee and its officers, employees, agents, contractors, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including,

without limitation, reasonable attorneys' fees, arising from or in any way connected with: (l) 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 Conservancy Area, regardless of cause, except to the extent due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Conservancy Area; (3) the presence or release in, on, from, or about the Conservancy Area, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the violation or breach of the obligations, terms, conditions, representations, or warranties in this Conservation Easement by Grantor.

IV. RESERVED RIGHTS

1. This Conservation Easement does not authorize entry upon or use of the Conservancy Area by the general public.

2. Grantor is authorized to enter upon or use the Conservancy Area to fulfill its monitoring and maintenance obligations as set forth in the Site Mitigation Plan.

3. The Grantor and its invitees may hunt and fish in the Conservancy Area so long as they comply with all federal, state and local game and fishery regulations.

4. Nothing herein shall be construed as limiting the right of the Grantors to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of this Conservation Easement.

V. GENERAL PROVISIONS

1. This Conservation Easement shall run with and burden the Conservancy Area in perpetuity and shall bind the Grantors and their heirs, successors and assigns. This Conservation Easement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part. Prior to any assignment being effective, the Grantor must approve the assignment in writing.

2. If the Grantee or the Grantor determines that any party is in violation of the terms of this Conservation Easement, or that a violation is threatened, written notice of such violation or threatened violation shall be given to the alleged violating party advising such party of the nature and extent of the violation or threatened violation and demanding corrective action sufficient to cure the violation and,

where the violation involves injury to the Conservancy Area resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Conservancy Area so injured. If the alleged violating party fails to cure the violation within forty-five (45) days after delivery of such notice, or under circumstances where the violation cannot reasonably be cured within a forty-five (45) day period, fails to begin curing such violation within the forty-five (45) day period, or fails to continue diligently to cure such violation until finally cured, but no later than ninety (90) days from the date of the notice, the affected party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, ex parte if necessary, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement, or injury to any conservation values protected by this Conservation Easement, including damages for the loss of natural or scenic resources, water quality, or environmental values, and to require the restoration of the Conservancy Area to the condition that existed prior to any such injury. Any damages recovered shall be applied to the cost of undertaking any corrective action on the Conservancy Area. The parties agree that remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Grantee and the Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy or otherwise available legal remedies. If the Grantee or Grantor determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservancy Area or the conservation values, including natural or scenic resources, water quality, or environmental values, the Grantee or Grantor may pursue remedies under this Section without prior notice to the other party, its successors and assigns, or without waiting for the period provided for cure to expire.

3. All notices permitted or required by this Conservation Easement shall be given in writing and shall be considered given upon receipt if hand-delivered to the party or person intended, or a designated successor party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address, to the following:

   - To Grantor: DUG Development LLC. N6967 County Road ES, Elkhorn, Wisconsin 53121
   - To Grantee: City of Burlington c/o City Administrator; 300 N. Pine St.; Burlington, WI 53105

A "business day" for purposes of this Conservation Easement, shall be Monday through Friday, except for any holiday recognized by the state or federal government.

4. The Grantors agree to pay any and all real property taxes and assessments levied by competent authority on the Conservancy Area.

5. The Grantors agree that the terms, conditions, covenants and restrictions set forth in this instrument will be inserted in any subsequent conveyance of any interest in said property. The Grantors agree to notify the Grantee of any such conveyance in writing and by certified mail no later than thirty (30) days before the conveyance.

6. The Grantee may assign or transfer this Conservation Easement and the rights contained herein to any Federal or state agency or qualified private conservation organization for management and enforcement.

7. The terms "Grantors" and "Grantee" as used herein shall be deemed to include, respectively, the Grantors and their heirs, successors, personal representatives, executors and assigns, and the Grantee and its successors and assigns.

8. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by the Grantor, and the Grantee.

9. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by the Grantor, and the Grantee.

10. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.

11. This Easement shall be governed by and construed under the laws of the State of Wisconsin.

12. This Easement shall be recorded in the office of the Register of Deeds for Racine County.

IN WITNESS THEREOF Grantor and Grantee have caused this instrument to be executed on their respective behalf effective this_____day of_____, 20___.

_____(SEAL)
Grantor

_____(SEAL)
Grantor

STATE OF WISCONSIN)
) ss.
_____COUNTY)

Personally appeared before me this_____day of_____, 20___, the above named ____ _____to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
*
Notary Public, State of Wisconsin

My commission (expires) (is) _____

ACCEPTED this_____day of_____, 20___

City of Burlington
Mayor

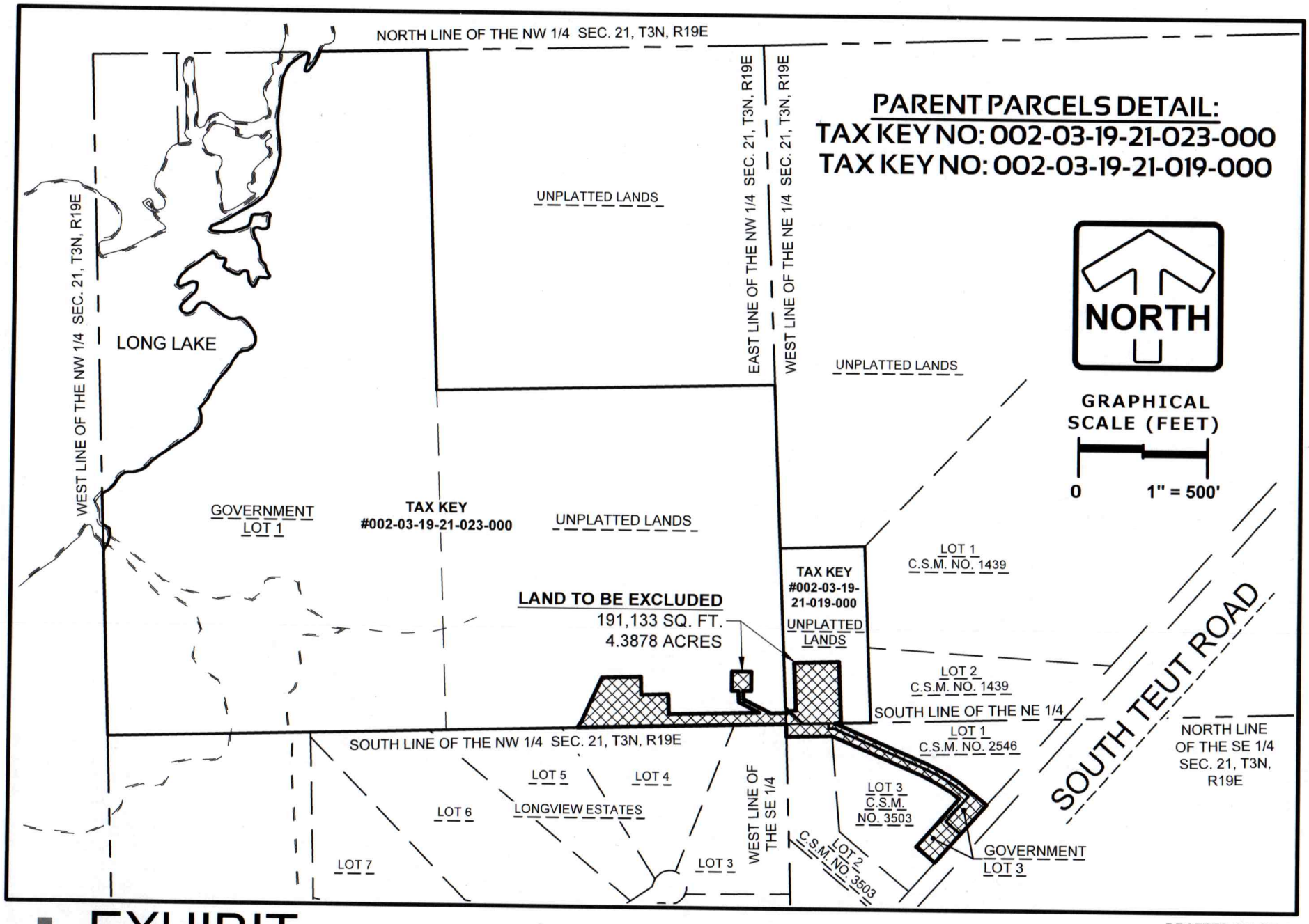
_____(SEAL)
*

STATE OF WISCONSIN)
) ss
RACINE COUNTY)

Personally appeared before me this_____day of_____, 2026, the above named_____to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*
Notary Public, State of Wisconsin
My commission (expires

_____(SEAL)



EXHIBIT

SHEET 1 OF 3

DRAFTED BY: ST

09/25/2025

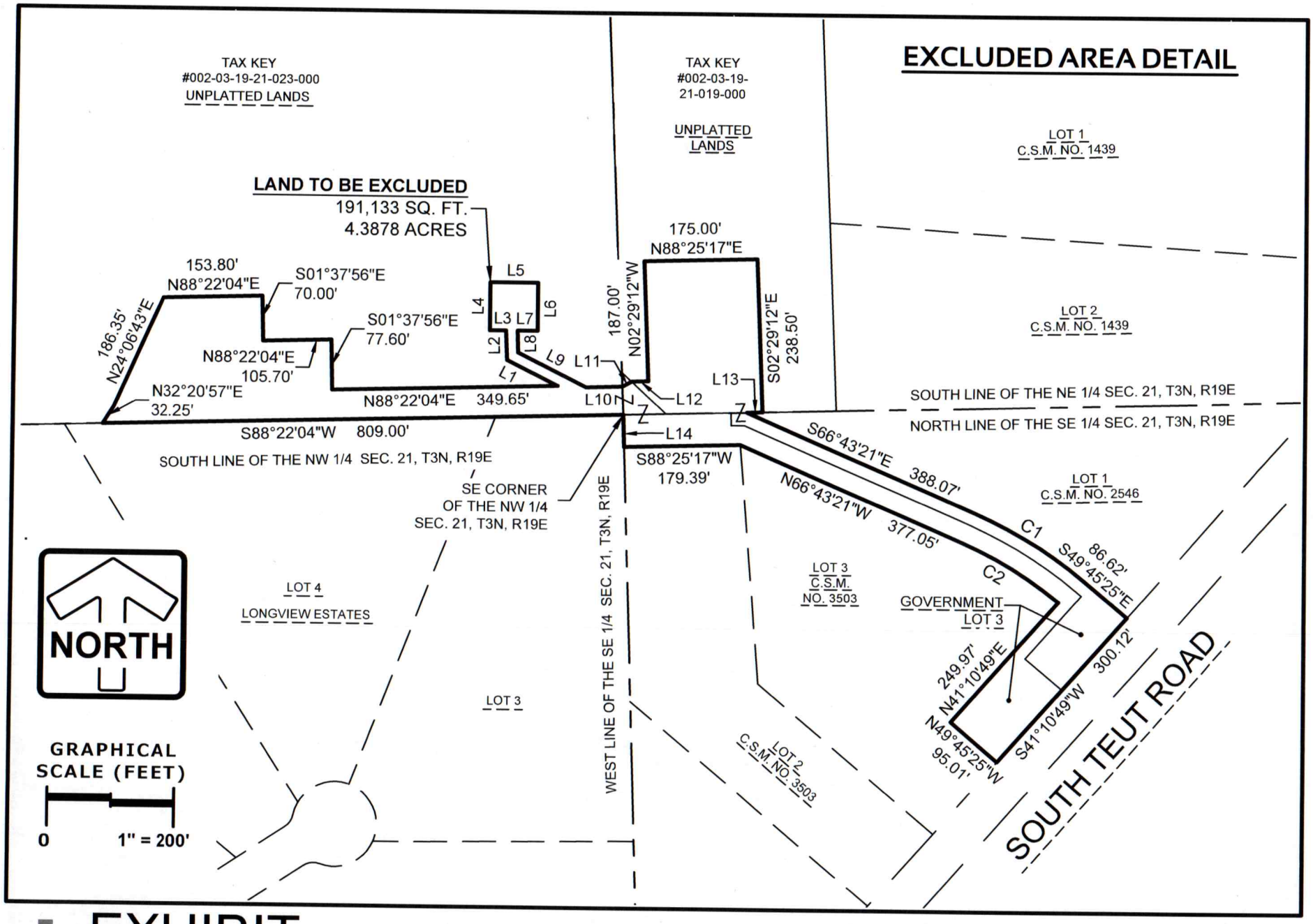
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#6768.00



EXHIBIT

SHEET 2 OF 3 09/25/2025

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186
WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER
PEG JOB#6768.00

LEGAL DESCRIPTION:

Being a part of Government Lot 3 in the Southeast 1/4 of Section 21, and part of the Northeast 1/4 and the Northwest 1/4 of Section 21, Township 3 North, Range 19 East, Town of Burlington, Racine County, Wisconsin, described as follows:

Beginning at the southeast corner of the Northwest 1/4 of said Section 21; thence South 88°22'04" West along the south line of said Northwest 1/4, 809.00 feet; thence North 32°20'57" East, 32.25 feet; thence North 24°06'43" East, 186.35 feet; thence North 88°22'04" East, 153.80 feet; thence South 01°37'56" East, 70.00 feet; thence North 88°22'04" East, 105.70 feet; thence South 01°37'56" East, 77.60 feet; thence North 88°22'04" East, 349.65 feet; thence North 63°42'15" West, 88.80 feet; thence North 02°29'12" West, 45.55 feet; thence North 90°00'00" West, 25.00 feet; thence North 00°00'00" East, 75.00 feet; thence North 90°00'00" East, 74.00 feet; thence South 00°00'00" East, 75.00 feet; thence North 90°00'00" West, 30.98 feet; thence South 02°29'12" East, 34.12 feet; thence South 63°42'15" East, 118.51 feet; thence North 88°22'04" East, 56.14 feet; thence North 60°52'33" East, 16.21 feet; thence North 88°25'17" East, 25.51 feet; thence North 02°29'12" West, 187.00 feet; thence North 88°25'17" East, 175.00 feet; thence South 02°29'12" East, 238.50 feet to the south line of the Northeast 1/4 of said Section 21; thence South 88°25'17" West along said south line, 24.10 feet; thence South 66°43'21" East along the south line of Certified Survey Map No. 2546, 388.07 feet to a point on a curve; thence southeasterly 198.53 feet along the arc of said curve to the right and said south line, whose radius is 670.50 feet and whose chord bears South 58°14'23" East, 197.81 feet; thence South 49°45'25" East, 86.62 feet to the west right of way line of South Teut Road; thence South 41°10'49" West along said west right of way line, 300.12 feet to Lot 3 of Certified Survey Map; thence North 49°45'25" West along said Lot 3, 95.01 feet; thence North 41°10'49" East along said Lot 3, 249.97 feet to a point on a curve; thence northwesterly 174.61 feet along the arc of said curve to the left and said Lot 3, whose radius is 620.50 feet and whose chord bears North 58°39'39" West, 174.03 feet; thence North 66°43'21" West along said Lot 3, 377.05 feet; thence South 88°25'17" West along said Lot 3, 179.39 feet to the west line of the Southeast 1/4 of said Section 21; thence North 02°01'15" West along said west line, 50.00 feet to the Point of Beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N63°42'15"W	88.80'
L2	N02°29'12"W	45.55'
L3	N90°00'00"W	25.00'
L4	N00°00'00"E	75.00'
L5	N90°00'00"E	74.00'
L6	S00°00'00"E	75.00'
L7	N90°00'00"W	30.98'
L8	S02°29'12"E	34.12'
L9	S63°42'15"E	118.51'
L10	N88°22'04"E	56.14'
L11	N60°52'33"E	16.21'
L12	N88°25'17"E	25.51'
L13	S88°25'17"W	24.10'
L14	N02°01'15"W	50.00'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	198.53'	670.50'	S58°14'23"E	197.81'
C2	174.61'	620.50'	N58°39'39"W	174.03'

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#6768.00

raSmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

Committee of the Whole Report for November 12, 2026

Applicant:	JR Reesman
Requested Action:	Deed Restriction Removal
Zoning:	A-2, C-1
Location:	Parcel # 002-03-19-21-023-000, Parcel # 002-03-19-21-019-000

Report

The applicant for the subject property has submitted a request to remove the Deed Restriction from a portion of each of the parcels noted above. The Deed Restriction, which was recorded in 2022, stipulated that the two parcels could not be further subdivided to create additional lots. This request would adjust the lot line of Parcel # 002-03-19-21-019-000 and does not explicitly create an additional lot. A portion Lot 1 of C.S.M. No. 2546 (immediately northeast of the subject parcels) would be transferred such that 66 feet in width can be provided off Teut Rd in the event future right-of-way is needed.

Within the remainder of both parcels to the northwest, the applicant wishes to establish a conservation easement. The purpose for establishment of this easement stems from a Southeast Wisconsin Regional Planning Commission (SEWRPC) compensatory requirement from a disturbance to a primary environmental corridor within a separate development in the City of Burlington. A conservation easement within these two parcels would satisfy the compensatory requirement imposed upon the applicant by SEWRPC.

To the west and southwest of Parcel 002-03-19-21-023-000 are bodies of water (Long Lake, tributary to Fox River). Mapped wetlands and regulatory floodplains extend east from these bodies of water into the subject parcels all the way to the east parcel lines. Due to the presence of wetlands and floodplain, there is only a small portion of developable area within these two parcels, as signified by the approximate 4.4-acre space excluded from the conservation easement. Future development within the remainder of these two parcels is unlikely to ever occur – the costs of the wetland disturbance and/or compensatory flood storage are likely to exceed any return on investment of development. The proposed 66 feet would provide adequate right-of-way space, should the Town ever desire to extend public right-of-way into the developable space in these two parcels.

Staff Recommendation:

Per the discretion of the Committee.

Robert Wielgos, P.E.
November 2, 2026

Building a Better World for All of Us®

TOWN OF BURLINGTON COMMITTEE OF THE WHOLE

TO: Plan Commission
FROM: Bryce Hembrook, AICP
Town Planner
REPORT DATE: November 5, 2026
PC MEETING DATE: November 12, 2026

RE: **Reesman – Deed Restriction Removal Request**
SEH No. 188914, TASK 8

Applicant: JR Reesman
Property Owner: Dug Development, LLC
Request: Removal of Deed Restriction
Location: 1080 Teut Road (PIN 002-03-19-21-023-000 & 002-03-19-21-019-000)
Land Use Plan: Primary Environmental Corridor & Residential-Unsewered (1.5 acres to 4.99 acres per dwelling unit).
Existing Zoning: A-2 General Farming District II

The following report is provided to the Committee for cursory review prior to action. Specifics relating to the submitted documents of this application may be referenced in the packet.

Background

In 2022, the property owner divided their land on South Teut Road through a certified survey map. The Planning & Zoning Committee approved the land division on March 10, 2022 after discussing a neighbor's concern about driveway placement on Teut Road and a Committee member's concern about future development of a neighboring lot. Approval was conditioned on the owners mutually granting 50-foot access easements to the 3.83-acre and 7.08-acre buildable areas and on a deed restriction limiting driveways along Teut Road near Walton Road. That condition was carried out through a Declaration of Restriction. Because the shared driveway for the "5 Acre Parcel" (PIN 002-03-19-21-019-000) and the "Remnant Parcel" (PIN 002-03-19-21-023-000) does not meet Town road standards, the Declaration prohibits further subdivision of either parcel to create new lots. It may be amended only by a writing executed by the owner and the Town.

The applicant, JR Reesman, is now requesting removal of the Declaration. The request is tied to a conservation easement that Dug Development will grant to the City of Burlington as off-site mitigation for Primary Environmental Corridor impacts from the Hughes Property industrial park expansion in the City (PEC Compensation Site Plan, Heartland Ecological Group, July 7, 2025). The easement will permanently protect most of the approximately 105.5-acre site and prohibits buildings, roads, and agricultural use within it. Most of the protected land is floodplain, wetland, and environmental corridor associated with Long Lake.

A 4.39-acre area, including the driveway access from South Teut Road, is excluded from the easement. The applicant intends to use this area for access to the tower and to continue to use for agricultural purposes. In order to widen the corridor to 66 feet, the applicant proposes transferring a 16-foot-wide strip (10,535 sq. ft.) from Lot 1 (CSM No. 2546) which he also owns, to the 5 Acre Parcel (Attachment 3). The 5 Acre Parcel would increase from 5.69 to 5.94 acres and Lot 1 would decrease from 3.06 to approximately 2.82 acres.

Staff Analysis

It is unclear why the applicant is requesting full removal of the Declaration, as removal does not appear necessary to accomplish the conservation easement or the lot line adjustment. Both could proceed with the Declaration in place, amended to reflect the new boundary. The restriction was put in place in 2022 because the shared driveway did not provide the 66-foot-wide access expected for a potential Town road, if needed. With the proposed lot line adjustment, a 66-foot-wide corridor to Teut Road will now be available, which addresses the original basis for the restriction and could accommodate a future road extension, if needed. The applicant has not proposed any further division, and any future land division would be subject to Town and Racine County review.

To my knowledge, the Declaration prohibits only the creation of new lots. It does not prohibit recording a conservation easement on either parcel, and it does not prohibit adjusting the parcel boundaries. The Town's approval is needed here only because the applicant is requesting to remove the deed restriction.

From a planning standpoint this is a lot line adjustment with no change in use, and it appears to meet code. Both parcels would remain well above minimum lot area. One item to note is that the new property line proposed moves the south line of Lot 1 (CSM No. 2546, parcel adjacent to subject parcels), 16 feet closer to the accessory structure on that lot. Staff recommends the applicant's surveyor confirm that the adjusted line does not place that structure, or any other structure, within a required setback under the Racine County Zoning Ordinance.

Committee Options

The Commission can make the following recommendations:

1. Approval of the request as submitted.
2. Approval with conditions.
3. Denial of the request with justification stated by the Committee.
4. Table the request for further study.

Recommendation

Per the discretion of the Committee.

If the Committee recommends approval, staff recommends considering requiring the following conditions:

1. The applicant's surveyor shall confirm in writing that the adjusted lot line does not create a nonconformity with the accessory structure, or any other structure, on Lot 1 of CSM No. 2546.
2. The applicant shall obtain any required Racine County approval for the lot line adjustment, if any.
3. Any additional conditions required by the Town Engineer, Town Attorney, or other applicable approving authorities shall be satisfied prior to recording.