



JOINT PLANNING & ZONING COMMISSION AND TOWN BOARD MEETING

June 3, 2026, 5:30 PM
820 E. Main Street, Eagle WI 53119

Agenda

1. Call to Order, Pledge of Allegiance
2. Roll Call
3. Minutes – Plan Commission consideration/approval of May 6, 2026, meeting minutes
4. Minutes – Town Board consideration/approval of May 6, 2026, meeting minutes
5. Public Comments - Please be advised per Section 19.84(2) Wis. Stats., information will be received from the public on only the items listed on the agenda. This public comment session shall last no longer than 15 minutes and individual presentations are limited to three minutes per speaker. There may be limited discussion on the information received, however, no action will be taken under public comment.
6. Periodic review of conditional use for hobby kennel for up to 8 dogs and breeding up to two litters a year located at S103W36499 County Road LO (Tax Key EGLT1861.998.007); Diane Brown (owner). Application 2026-17. Additional information is available online: <https://s.zoninghub.com/TWI7PKMKDE>
 - A. Discussion
 - B. Plan Commission recommendation to Town Board
 - C. Town Board action
7. Site Plan/Plan of Operation for Kodiak Trucks to operate an E-commerce and auto parts rebuilding business in the existing building at W356S8950 Godfrey Ln. (Tax Key EGLT1818.999.058); Godfrey Lane Properties, LLC (owner), Mark Bendler (applicant) Application 2026-15; Additional Information is available at: <https://s.zoninghub.com/GE8H6UN05X>
 - A. Review and Discussion
 - B. Plan Commission recommendation to Town Board
 - C. Town Board action
8. Site Plan/Plan of Operation for the construction of a 7,425 SF building (Phase III) at S89W35541 Henry Ln. (Tax Key EGLT1818.999.039); Eagle Storage Investments, LLC (owner), Nathan Remitz (applicant) Application 2026-14; Additional Information is available at: <https://s.zoninghub.com/T5HZM1MDWB>
 - A. Review and Discussion
 - B. Plan Commission recommendation to Town Board
 - C. Town Board action
9. Consideration of Developer's Agreement for Long Meadows Subdivision. Tax Key EGLT 1779.999.001. Bielinski Homes (owner). Tabled at 5/6/26 meeting.
 - A. Review Discussion
 - B. Plan Commission recommendation to Town Board
 - C. Town Board action
10. Miscellaneous updates
 - A. Violation updates
 - B. Town Chairperson updates
11. Recommendation for future agendas (no packet materials)
12. Next meeting date: anticipated July 1, 2026
13. Adjournment by Planning and Zoning Commission
14. Adjournment by Town Board

Posted by Town Clerk on _____

Please note, 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 Town of Eagle at 262-594-5800. Copies of the agenda and packet materials may be obtained before the start of the meeting by contacting the Town Hall at (262) 594-5800 during regular office hours.

TOWN OF EAGLE
PLANNING & ZONING COMMISSION HELD JOINTLY WITH THE TOWN BOARD
May 6, 2026, 5:30PM
Unapproved Minutes

Chairperson Mommaerts called the meeting to order at 5:30pm and led with the Pledge of Allegiance. R. Kugel, C. Mommaerts, R. Hajewski, D. Radtke, F. Lang, D. Domagalski, T. Samuels, and M. Bendler were present. Also in attendance were Planners Kassie Slotty and Jason Fruth.

Consideration and Approval of Minutes: *Plan Commission motion by Samuels, seconded by Radtke to approve the meeting minutes of March 4, 2026, as presented. Motion carried (6-0). Town Board motion by Kugel, seconded by Domagalski to approve the meeting minutes of March 4, 2026, as presented. Motion carried (5-0).*

Mommaerts opened the floor for public comments. There were no comments from the public.

Consideration of Certified Survey Map to subdivide an approximately 373-acre lot with frontage on CTH N. Tax Key EGLT 1757.999. Gordon Erikson (owner). Richard Rohloff (Applicant); Application 2026-13. Planner Slotty summarized the proposed application to subdivide the parcel into three lots: Lot 1 as approximately 209 acres, Lot 2 as approximately 98 acres, and Lot 3, containing the homestead, as approximately 58 acres. *Plan Commission motion by Samuels to approve the Certified Survey Map. Second by Bendler. Motion carried (6-0). Town Board motion by Hajewski to approve the waivers in the planner's report. Second by Domagalski. Motion carried (5-0). Plan Commission motion by Radtke to accept the CSM based on the 22 conditions in the report. Second by Kugel. Motion carried (6-0). Town Board motion by Domagalski to accept the Plan Commission motion. Second by Kugel. Motion carried (5-0).*

Consideration of Developer's Agreement for Long Meadow Subdivision. Tax Key EGLT 1779.999.001. Bielinski Homes (owner). The agreement was received today; members need more time to review it. Bielinski homes did not have a representative present. *Motion to table until next meeting made by Kugel and seconded by Samuels. Motion to table carried (6-0).*

Discussion regarding potential Town Land Use Plan amendments: The land use plan committee met on three occasions and compiled a report that examined various parcels. Planner Fruth advised that in order to formally amend the Town Plan, a public hearing would need to be conducted along with a 30-day notice sent to affected property owners. A map pointing out the parcels was projected and summarized by Fruth, who added there should be a clear distinction between the land use plan and zoning. Land Use Committee Chair Domagalski added the thought process in doing this was to prevent further annexation. It was determined to have the public hearing to amend the land use map in July.

Violation updates: The list of violations provided by the planner was reviewed. The Town has obtained citations that can be issued for non-compliance.

Chairperson Updates: Mommaerts thanked the Land Use Plan Committee for their efforts.

There were no recommendations for future agenda items.

Next meeting: Wednesday June 3, 2026, at 5:30PM.

Plan Commission motion to adjourn was made by Samuels and seconded by Kugel. All in favor. Plan Commission adjourned at 6:29pm. Town Board motion to adjourn was made by Hajewski and seconded by Domagalski. All in favor. Town Board adjourned at 6:29pm.

Respectfully submitted, Mercia Christian, Clerk



Date: June 3, 2026

To: Town of Eagle Plan Commission and Town Board

From: Kassie Slotty, Assistant Town Planner

Subject: Periodic review of a conditional use for a hobby kennel located at S103W36499 County Road LO (EGLT 1861.998.007), Diane Brown, applicant

Application: 2026-17; <https://s.zoninghub.com/TWI7PKMKDE>

In 2025, the Town Board approved a Hobby Kennel Conditional Use to allow up to ten (10) German Shepards on the 14.7-acre property noted above, which is located on the south side of CTH LO, between South and Markham Roads, subject to various terms and conditions. The kennels and dog runs are located to the south of the residence; additional details and site plan may be seen in the 2025 Staff Review, attached as Exhibit A. Permission was also granted for the petitioner to breed up to two (2) litters of Champion German Shepards per year. The property owner generally keeps two (2) dogs of the litter to train and/or show; the dogs are trained for approximately one (1) year until they are sold to families. Puppies that are not kept by the owner are sold at eight (8) weeks old. The Town Clerk noted that no complaints regarding the Hobby Kennel operation have been received since the Hobby Kennel Conditional Use was issued. In 2025, the applicant indicated the number of dogs is anticipated to decrease over time as the dogs age. During the meeting, the petitioner will be able to address the Plan Commission to verify that all terms of the approval are currently being satisfied. The Conditional Use Order is attached as Exhibit B.

Potential Plan Commission motion: Recommend to the Town Board the extension of the approval for an additional 18-month term (2027) based on the representations made by the petitioner at the meeting.

Enclosures: Exhibit A – 2025 Staff Review
Exhibit B – CU Order



STAFF REPORT AND RECOMMENDATION
CONDITIONAL USE AND SITE PLAN/PLAN OF OPERATION

Date: June 4, 2025

To: Town of Eagle Planning and Zoning Commission and Town Board

Owner/Applicant: Diane Brown

Location: S103W36499 COUNTY ROAD LO (tax Key EGLT 1861.998.007)



Jurisdiction and Zoning Classification: This property is located entirely within the Town's zoning jurisdiction and is zoned RR Rural Residential District.

Existing Use: Residential and agricultural use

Proposed Use: Conditional Use and Site Plan/Plan of Operation for a Hobby Kennel

Application(s): 2025-11 (Site Plan/Plan of Operation) <https://s.zoninghub.com/UX9HQ9ZGZ4>
2025-10 (Conditional Use) <https://s.zoninghub.com/Y1M823KMYP>

Consistency with Comprehensive Plan:

Pursuant to Section 66.1001(2m)(b), Wis. Stats., a conditional use permit that may be issued by a political subdivision does not need to be consistent with the political subdivisions comprehensive plan.

Public notice. A public notice was published in the West Now on May 21, 2025 and May 28, 2025

Public Hearing Date: June 4, 2025

Public Comments received by the town. None as of May 29, 2025.

Conditional Use and Development Standards—Hobby Kennel

A Hobby Kennel is described as follows:

A place where 4 or more, but less than 11 adult dogs or other pet animals are kept for the occupant's private, non-commercial purposes. The term also includes the sale and training of up to 2 litters per year.

(a) **Nuisances.** If the keeping of animals allowed as a hobby kennel becomes a nuisance to the neighborhood, as determined by the plan commission or the town board, the town board may take appropriate steps to terminate the use consistent with division 7 of article 6.

(b) **Special provisions in AP district.** When located in the AP zoning district, a hobby kennel must also comply with the requirements set forth in s. 91.01(1), Wis. Stats.

(c) **Status as a building.** One free-standing dog enclosure with a roof not exceeding 48 square feet shall not be counted as an accessory building.

(d) **Application fee.** This use is classified as a Type 1 conditional use in the fee schedule

Staff Analysis

The property is 14.73 acres and is located south of C.T.H. LO, east of Shearer Rd. Existing improvements include a single-family residential house, a detached garage with a dog kennel and run, an approximately 2,200 sq. ft. shed, and a barn. Based on aerial photographs, all structures have been present since at least 2000. In 1999, the Town Board issued a Hobby Kennel Conditional Use (CU) Permit to the applicant (Exhibit A). The terms of the Conditional Use Permit state that the use terminates in five years and the owner must reapply for approval of the CU at that time. Other terms and conditions of the original CU include a maximum of 12 dogs at any one time, that the dogs are to be contained in a kennel at night and that fencing is to be properly maintained. In early 2025, the owner applied for the annual Dog License from the Town, where it was relayed that the Conditional Use has expired. It should be noted that the Hobby Kennel provisions have changed since 1999. The current use provisions only allow for ten (10) dogs, whereas the previous CU allowed up to twelve (12) dogs.

The owner breeds Champion German Shepards. She currently has six (6) German Shepards and one (1) French bulldog and indicated that she typically has no more than eight (8) dogs at a time. Two of the German Shepards are retired. She breeds up to two (2) litters a year and generally keeps two (2) dogs of the litter to train and/or show. The dogs are trained for approximately one year until they are sold to families. Puppies that are not kept by the owner are sold at eight weeks old. The owner indicated that it is likely the number of dogs will decrease over the next few years.

The owner's retired dogs are kept in the small dog kennel behind the detached garage. The larger shed serves as the primary dog kennel where the competition dogs are kept. These dogs are released between 7:30 am - 8:00 am and are brought inside no later than 9:00 pm each night. There is a chain-link fence between the smaller kennel and the shed, creating an enclosed space. No new buildings are proposed.

An open records request to the Waukesha County Sheriff's Office revealed that three calls have been made regarding noise from the dogs: one in 2023 and two in 2024. The owner noted that one of the dogs, who is almost one-year old, barks more than most German Shepards and she has put a training (bark) collar on him. She also noted that this particular dog has been sold and is leaving the property at the end of May. She also identified that barking generally occurs when people visit. Town staff observed this during a May 16, 2025 site visit but the dogs quickly calmed down. The adjacent neighbor's residences are between 460 – 670 ft. away from the area where the dogs are kept.

Performance standards. Performance standards relating to the following are included in Article 7: control of odors; control of fire and explosive hazards; glare, heat and external lighting; water quality; noise; vibration; and traffic impact. It is anticipated that the proposed uses will comply with the performance standards.

Decision criteria:

The Town Plan Commission and Town Board must consider whether the proposal complies with:

1. The special requirements for certain land uses in the AP district (500.226) (not applicable)
2. Each of the special conditions of approval under 500.227, which includes hours of operation, buffering, maximum floor area, maximum number of patrons, uses within buildings, number and location of entrances, outdoor activities, outdoor storage, take out food service, delivery services and signage.
3. Each of the performance standards in Article 7 (noted above)
4. Each of the development standards prescribed for the requested conditional use (noted above)
5. All other applicable sections of the zoning code
6. All other application sections of the municipal code

The recommendation of the Plan Commission and the decision by the Town Board must be based on substantial evidence.

Staff Recommendation:

Recommendation to the Town Board for approval of the request for a Hobby Kennel Conditional Use, conditioned upon the following and as set forth in the draft conditional use order (attached:

1. Diane Brown must reside in the single-family residence located on the subject property.
2. The property owner shall obtain and maintain all appropriate licenses from the Town for all dogs located on the subject property.
3. Subject to the hobby kennel use being accessory to the principal use of the property.
4. The maximum number of dogs to be kept on the property is limited to ten (10) dogs, primarily of German Shepard breeds. This does not include a maximum of two (2) litters

per year where the pups are removed from the property or sold within nine (9) weeks of their birth.

5. No more than 5 dogs are allowed within the approved fence enclosure without supervision.
6. Dogs shall be fenced, leashed, or otherwise under the control of the owner at all times when outdoors.
7. All dogs shall be kept inside residence or kennel(s) when persons residing at the subject property are not at home.
8. The existing fence shall be maintained in a good condition to safely enclose the dogs allowed herein.
9. All dogs kept on the subject property as authorized herein shall be in accordance with the Zoning Ordinance of the Town of Eagle and this hobby kennel approval.
10. All dogs shall be well fed and kept in healthy condition following Waukesha County Humane Society standards.
11. The property owner must at all times be in compliance with all State of Wisconsin, Waukesha County and Town of Eagle laws, rules, regulations or orders, and ordinances.

The owner has been utilizing the property since 1999 for breeding and training Champion German Shepards. While there have recently been complaints of noise, they have not been from adjacent landowners and the owner has indicated most of the dogs are generally quiet unless a car is coming up the driveway. The approval of the CU will allow the property owner to continue utilizing the property as it has been used since 1999, while further limiting the number dogs. With the conditions herein, it is not anticipated that the use will have negative impacts to nearby neighbors.



Rebekah Leto, AICP
Town Planner

Attachments

Exhibit A –1999 CU Order
Exhibit B – Survey (not updated)
Conditional Use Order (draft)



WC3411497-004

3411497

CERTIFIED SURVEY MAP NO. 10257

Being a redivision of Lot 1, Certified Survey Map No. 7481, and unplatted lands being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 all in Section 34, Town 5 North, Range 17 East, Town of Eagle, Waukesha County, Wisconsin.

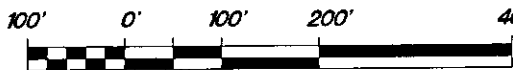
OWNERS:
TIMOTHY W. AND DIANE L. BROWN
S103 W36499 C.T.H. "LO"
EAGLE WI. 53119

SURVEYOR:
KETTLE MORAIN SURVEYING INC.
P.O. BOX 357
EAGLE WI. 53119
(262)594-3484

ONE ACCESS POINT FROM
C.T.H. LO TO EACH LOT IS
ALLOWED. NO ADDITIONAL
ACCESS FOR C.T.H. LO TO
ANY PARCEL SHALL BE
GRANTED IN THE FUTURE.

BEARINGS ARE REFERENCED TO GRID
NORTH OF THE WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH
ZONE.

PROPERTY IS ZONED RRE-1 AND UC



SCALE 1"=200'

RRE-1 SETBACKS

FRONT SETBACK 50'
SIDE SETBACK 30'
REAR SETBACK 30'
"LO"

UC SETBACKS

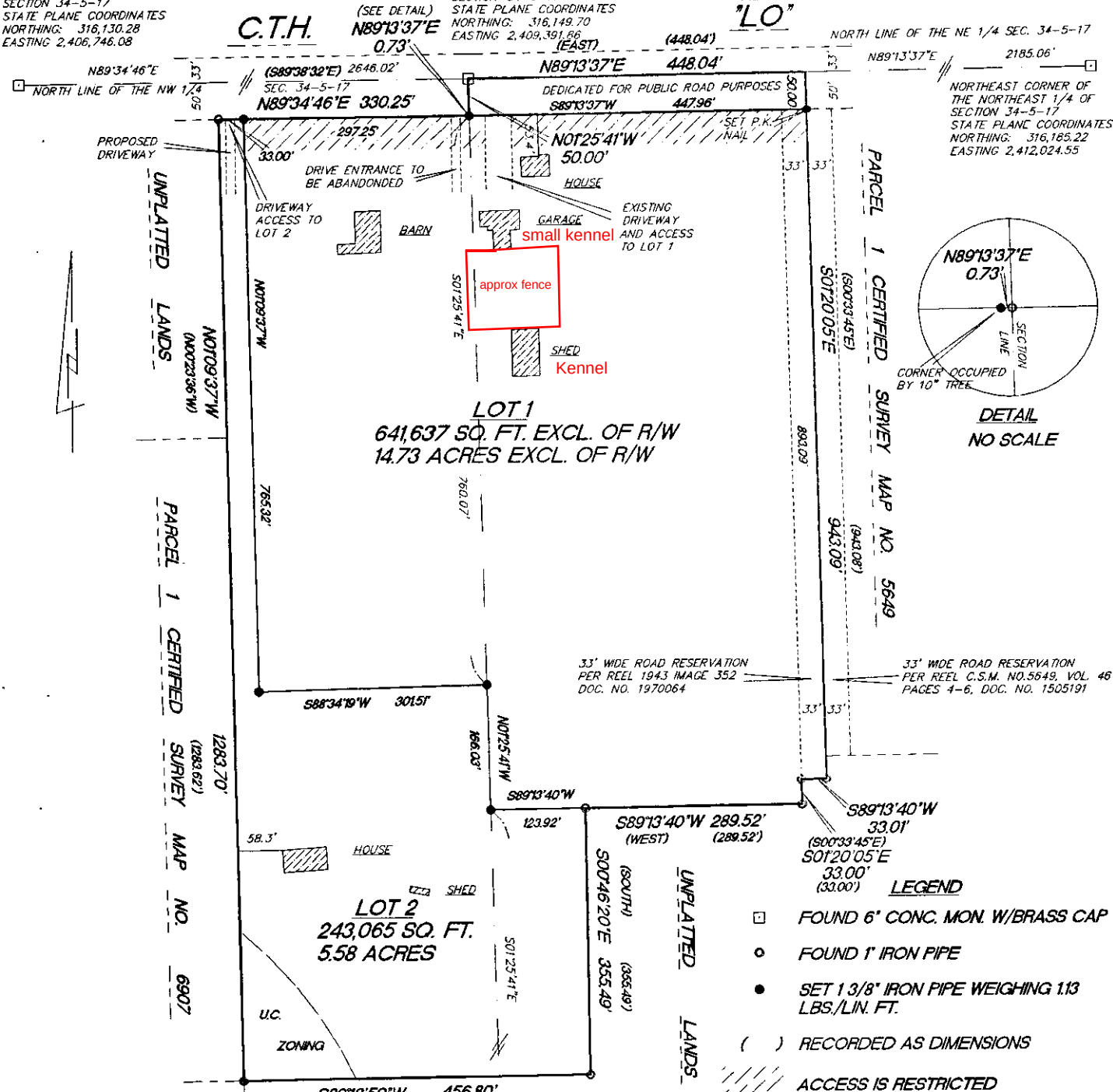
FRONT SETBACK 50'
SIDE SETBACK 50'
REAR SETBACK 50'

NORTHWEST CORNER OF
THE NORTHWEST 1/4 OF
SECTION 34-5-17
STATE PLANE COORDINATES
NORTHING: 316,130.28
EASTING 2,406,746.08

NORTHWEST CORNER OF
THE NORTHEAST 1/4 OF
SECTION 34-5-17
STATE PLANE COORDINATES
NORTHING: 316,149.70
EASTING 2,409,391.86

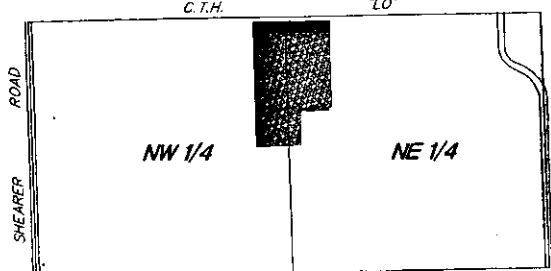
NORTH LINE OF THE NE 1/4 SEC. 34-5-17

NORTHEAST CORNER OF
THE NORTHEAST 1/4 OF
SECTION 34-5-17
STATE PLANE COORDINATES
NORTHING: 316,185.22
EASTING 2,412,024.55



LEGEND

- FOUND 6" CONC. MON. W/BRASS CAP
- FOUND 1" IRON PIPE
- SET 1 3/8" IRON PIPE WEIGHING 1.13 LBS/LIN. FT.
- RECORDED AS DIMENSIONS
- ACCESS IS RESTRICTED

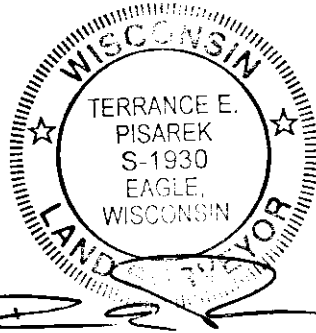


LOCATION MAP
NW 1/4 SEC. 34-5-17
NE 1/4 SEC. 34-5-17
1"=2000'

THIS INSTRUMENT WAS DRAFTED BY: TERRANCE E. PISAREK

JOB NO. 06011

SHEET 1 OF 3



TERRANCE E. PISAREK S-1930
DATED THIS 25TH DAY OF JANUARY, 2006
REVISED THIS 20TH DAY OF FEBRUARY, 2006
REVISED THIS 9TH DAY OF MAY, 2006

4/2

EXHIBIT B

**Town of Eagle Order Authorizing the Establishment
of a Hobby Kennel at S10W36499 County Road LO in
the Town of Eagle**

WHEREAS, Diane Brown (referred to herein as "property owner") currently own real property located at S10W36499 County Road in the Town of Eagle ("subject property"), more particularly described as:

Lot 1 of Certified Survey Map No. 10257, Volume 97, Page 42, recorded as Document Number 3411497, located in part of the Northwest ¼ of Section 34, Town 5 North, Range 17 East, Town of Eagle, Waukesha County, Wisconsin.

WHEREAS, the subject property is designated RR (Rural Residential) district on the Town's zoning map; and

WHEREAS, the property owner has submitted a petition to the Town Clerk to establish a hobby kennel on the subject property as a conditional use; and

WHEREAS, upon receipt of the petition, the Town Clerk referred such petition to the Plan Commission and Town Board for determination; and

WHEREAS, upon publication of the required public hearing notice and mailing of said notice to all property owners within 300 feet of the subject property, as required by the zoning code of the Town of Eagle, the Plan Commission and the Town Board held a joint public hearing on June 4, 2025; and

WHEREAS, members of the public at the public hearing were given ample opportunity to provide comment; and

WHEREAS, the Plan Commission passed a motion recommending to the Town Board that the petition for conditional use be granted subject to certain terms and conditions; and

WHEREAS, the Plan Commission, in passing on the matter, has made the following determinations consistent with Section 500.225 of Town's zoning code:

1. The subject property is not located in the AP zoning district.
2. Given the nature of the proposed project, special conditions of approval are necessary (s. 500.227 of the zoning code).
3. The proposed project complies with the performance standards set forth in Article 7 of the zoning code.
4. The proposed project complies with each of the development standards for a hobby kennel as set forth in Appendix B.
5. The proposed project complies with other applicable sections of the zoning code.
6. The proposed project complies all other applicable sections of the municipal code.
7. The proposed project is compatible with surrounding properties.

4822117

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 13, 2025 02:55 PM
James R Behrend
Register of Deeds

5 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -

**Return to:**

Town of Eagle Clerk
c/o Mercia Christian
820 E. Main Street
Eagle, WI 53119

Parcel Number: EGLT1861.998.007

Conditional use order for hobby kennel at
S103W36499 County Road LO
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WHEREAS, the Town Board has carefully reviewed the recommendation of the Plan Commission and concurs with the Plan Commission's findings set forth above, provided the conditional use is operated pursuant to the conditions of approval set forth in this order.

WHEREAS, the Town Board having carefully reviewed the recommendation of the Plan Commission and having considered the effects of the conditional use on the health, general welfare, safety, and economic prosperity of the Town and specifically of the immediate neighborhood in which said use will be located hereby determines that the conditional use will not be contrary to the health, general welfare, safety, or economic prosperity of the Town and specifically of the immediate neighborhood so long as such conditional use is operated pursuant to the terms of this decision.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED AS FOLLOWS:

1. **Authorization.** Subject to compliance with this decision, the property owner is authorized to establish a hobby kennel on the subject property subject to the terms and conditions of this order.
2. **Issuance of permit required.** The town planner is authorized to issue the property owner a conditional use permit for the establishment of a hobby kennel on the subject property when all conditions enumerated in section 3 have been satisfied to his or her satisfaction. Such permit is the last approval before the property owner can begin to establish the use as authorized herein.
3. **Initial conditions of approval.** The following conditions shall be satisfied prior to the issuance of the conditional use permit:
 - a. The property owner is required to accept the terms and conditions of this conditional use order by signing and recording this order in the Waukesha County Register of Deeds. If the property owner does not sign this instrument and return it to the Town Clerk within six (6) months of approval, this order is null and void. Prior to such expiration, the property owner may request an extension to this time period and the Town Board may approve an extension with good cause.

In the event that any of the above conditions are not satisfied within six (6) months of the date of this approval, this order shall be null and void without any further action by the Town of Eagle.

4. **Ongoing conditions of approval.** In addition to the standard conditions set forth in s. 500.228 of the zoning code, the following conditions shall constitute an ongoing obligation:
 - a. Diane Brown must reside in the single-family residence located on the subject property.
 - b. The property owner shall obtain and maintain all appropriate licenses from the Town for all dogs located on the subject property.
 - c. Subject to the hobby kennel use being accessory to the principal use of the property.
 - d. The maximum number of dogs to be kept on the property is limited to ten (10) dogs, primarily of German Shepard breeds. This does not include a maximum of two (2) litters per year where the pups are removed from the property or sold within nine (9) weeks of their birth.
 - e. No more than 5 dogs are allowed within the approved fence enclosure without supervision.
 - f. Dogs shall be fenced, leashed, or otherwise under the control of the owner at all times when outdoors.
 - g. All dogs shall be kept inside residence or kennel(s) when persons residing at the subject property are not at home.
 - h. The existing fence shall be maintained in a good condition to safely enclose the dogs allowed herein.
 - i. All dogs kept on the subject property as authorized herein shall be in accordance with the Zoning Ordinance of the Town of Eagle and this hobby kennel approval.

Conditional use order for hobby kennel at
S103W36499 County Road LO
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- j. All dogs shall be well fed and kept in healthy condition following Waukesha County Humane Society standards.
- k. The property owner must at all times be in compliance with all State of Wisconsin, Waukesha County and Town of Eagle laws, rules, regulations or orders, and ordinances.

5. **Expansion or changes.** The conditional use hereby authorized shall be confined to the subject property without extension or expansion. Any expansion or change in use shall require issuance of a new conditional use permit pursuant to the requirements in effect at the time of application.

6. **Plans and related matters.** Unless otherwise expressly stated herein, plans that are specifically required by this conditional use order may be amended upon the prior approval of the Town Board if the Town Board finds the plan amendment to be minor and consistent with the conditional use order and permit. Any change in any plan that the Town Board feels, in its sole discretion to be substantial, shall require a new approval and all procedures in place at the time must be followed.

7. **Term of conditional use permit.** The conditional use permit issued under this order shall expire 12 months after the date of this approval. Prior to such expiration, the Town Board on recommendation of the Plan Commission may grant annual one-year extensions, or extensions to an agreed to amount of time, of the term of the permit prior to the expiration of such approval. In reviewing the subsequent permit renewals, the Town Board and Plan Commission shall consider the extent to which the hobby kennel complies with the permit and/or this conditional use order, whether any complaints have been received from neighbors in the area regarding the operation of the hobby kennel, and whether any citations have been issued regarding the operation of the hobby kennel. The fact that any complaint may or may not result in citations being issued or legal proceedings being commenced, and if commenced the fact that such proceedings do or do not result in any particular outcome, will not be determinative of whether the Town Board may find that there is substantial evidence to disallow renewal of the permit.

8. **Inspection.** The property owner shall allow Town of Eagle staff, officials, and authorized agents; representatives of the Waukesha County Humane Officer; and all law enforcement officers to inspect the premises indoors and outside, at any reasonable time and for any proper purpose related to the hobby kennel. Receipt of the hobby kennel approval and the applicant's acceptance of the same, shall be deemed to authorize all such persons the right to inspect as described herein.

9. **Termination.** The Town Board may terminate this conditional use order and any permit issued under such order following referral to the Plan Commission for recommendation and public hearing when (1) the use does not comply with each and every requirement of this approval; (2) there is a change in the character of the surrounding area or of the use itself causing the use to be no longer compatible with the surrounding area, or for similar cause based upon considerations of public health, safety or welfare; (3) the use is abandoned in any manner for more than 24 months; or (4) the property owner submits a written petition to the Town requesting termination.

10. **Private rights.** This approval is given under the Town of Eagle's zoning code and is not to be, in any way, interpreted to abrogate any private rights other property owners may have pursuant to deed restrictions or restrictive covenants.

11. **Interpretation.** If any aspect of this conditional use order is in conflict with any other aspect of the conditional use order, the more restrictive provisions shall be controlling, as determined by the Town Board.

12. **Other permits.** This order shall not be deemed to constitute a building permit, nor shall this permit constitute any other license or permit required by Town Ordinance or other local, state, or federal law.

13. **Establishment of use required.** This order is null and void if the property owner does not commence with the project within 12 months of approval and continue in good faith to completion. Prior to such expiration, the

Conditional use order for hobby kennel at
S103W36499 County Road LO
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property owner may request an extension Town Board may approve an extension with good cause.

14. **Appeals.** An aggrieved person may appeal this approval to a court of competent jurisdiction. Any work done by the applicant as authorized by the approval is done at the applicant's risk.

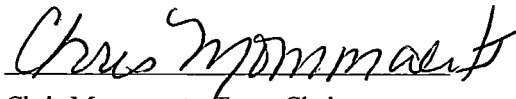
15. **Severability.** Should any paragraph or phrase of this conditional use order be determined by a court to be unlawful, illegal, or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use permit and the remainder shall continue in full force and effect.

16. **Terms.** The conditional use approval is personal to Diane Brown and shall not be transferred to a subsequent owner of the subject property.

17. **Violation.** Any violation of this conditional use order or any conditional use permit issued under this order may be treated as a violation of the zoning code and each day of each violation of each condition herein shall be treated as a separate violation. In addition to the other remedies available the Town of Eagle retains the right to correct the violation and the expense to correct a violation will be paid by the property owner as set forth in the ordinances from the Town.

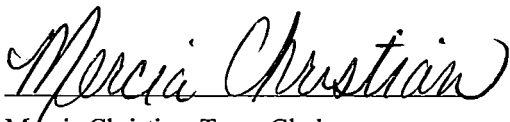
18. **Fees and expenses.** The property owner is required to reimburse the Town for any and all fees paid by the Town for technical assistance in reviewing and enforcing this conditional approval. Said payments shall be paid upon request of the Town.

Approved this 4th day of June, 2025



Chris Mommaerts, Town Chairperson

ATTEST:



Mercia Christian, Town Clerk

Conditional use order for hobby kennel at
S103W36499 County Road LO
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ACCEPTANCE

I acknowledge and accept the terms of this conditional use order and the terms of any permit issued under this order.

Diane L. Brown

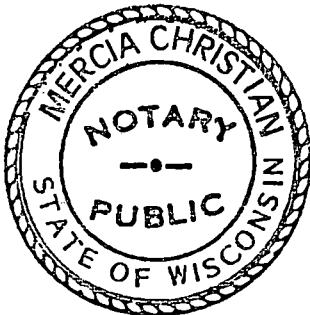
Diane L. Brown, property owner

6/13/2025

Date

STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

Personally came before me this 13 day of June 2025, the above-named person, Diane L. Brown, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Mercia Christian
NOTARY PUBLIC

Nov. 25, 2025
My Commission Expires

Draft by Rebekah Leto, Town Planner, at the discretion of the Town Board



STAFF REPORT AND RECOMMENDATION **SITE PLAN/PLAN OF OPERATION AND**

Date: June 3, 2026
To: Town of Eagle Plan Commission and Town Board
Owner: Godfrey Lane Properties LLC., Ryan Bendler
Petitioner: Mark Bendler/Kodiak Truck
Location: W356S8950 Godfrey Ln, Tax Key No. EGLT1818999058
Jurisdiction: This property is located entirely within the Town's zoning jurisdiction.

Zoning Classification: B-4 Mixed Business.

Existing Use: Multi-tenant commercial/industrial building and parking lot

Proposed Use: Site Plan/Plan of Operation review to utilize one of the 3,200 SF tenant spaces to operate an e-commerce automotive parts rebuilding/repair business.

Application(s): 2026-15 Site Plan/Plan of Operation; <https://s.zoninghub.com/GE8H6UN05X>

Staff Analysis

The 1.5-acre subject property is located on the west side of the business park and contains a multi-tenant commercial/industrial building. There is a 35 ft. wide drainage easement that runs along the south property line to the community stormwater pond that is located southeast of the property. The petitioner is proposing to utilize one of the 3,200 SF tenant spaces, which contains a half bathroom and an overhead door, for his e-commerce automotive parts rebuilding/repair business (Exhibit A).

The existing 18,400 sq. ft. four tenant commercial building and a tenant space for the service and sales of construction equipment and specialty trucks, were approved in 2025 by Conditional Use (CU) and Site Plan, Plan of Operation (SPPO) permits and a Special Exception for building materials (2025-14-16). The commercial building is still under construction, however it is proposed to be completed in the near future. The proposed signage is not installed at this time, nor is the dumpster yet onsite. Per the conditions of 2025-14-16, the signage needs to be reviewed and approved by the Building Inspector and a Sign Permit needs to be issued prior to implementation. The sign rendering is attached as Exhibit B. The approval required that each individual business would require the tenant and/or owner to apply for a SPPO. The proposed use falls under the "Vehicle Rental, Sales, and Service" category, which is a permitted use in the B-4 district by right.

The proposed business operation specializes in custom drivetrain and transfer case repair and provides other automotive parts repair; the parts are dropped off by UPS in the mornings, and repaired items are picked up by UPS in the afternoons. The hours of operation are from 9:00 a.m. to 5:00 p.m., Monday through Friday. There are three (3) full-time employees. The company logo will be placed in a 2' x 4' slot on the previously approved sign (Exhibit B). Five (5) parking spaces, including one (1) ADA space, are proposed for this use (Exhibit C). A

dumpster with an enclosure is proposed to be located on the east portion of the site at the end of the parking lot.

Staff Recommendation:

Recommendation to the Town Board for **conditional approval** of the Site Plan/Plan of Operation subject to the following:

Conditions that must be met prior to permits being issued.

1. A Preliminary Site Evaluation (PSE) from the Waukesha County Environmental Health Division shall be approved for the use, prior to the SPPO permit being issued. *The PSE is pending.*
2. Subject to the petitioner providing documentation to the Town Planner that the local Fire Inspector has reviewed the proposal to determine compliance with all local fire codes.
3. Subject to the petitioner providing documentation to the Town Planner that the local Town Building Inspector has reviewed the proposal to determine compliance with all building codes.
4. The property owner shall sign the decision notice to acknowledge the terms of the approval and return the same to the zoning administrator within six (6) months of the decision.

Ongoing conditions of the Site Plan/Plan of Operation approval:

5. No outdoor storage is proposed or permitted herein.
6. No interior remodeling is proposed or permitted herein without the benefit of a subsequent amendment to the Site Plan/Plan of Operation and zoning and building permits.
7. Activities on the subject property shall not in any way become hazardous, harmful, obnoxious, offensive, or a nuisance at any time due to appearance, noise, dust, smoke, illumination, vibration, odor, or any other similar factor.
8. All fluids shall be properly disposed of and/or recycled.
9. Any testing of repair items shall be limited and conducted only during the hours of operation.
10. No retail or wholesale business shall be conducted on the subject property. Customers shall only come to the subject property to drop off/pickup items for repair as necessary.

As conditioned, the proposal to operate an e-commerce automotive parts rebuilding/repair business is in conformance with the zoning ordinance and the approved Conditional Use and SPPO on the property. As conditioned, the proposed use should not impact adjacent properties and meets the uses and standards of Chapter 500. Therefore, approval of the request meets the purpose and intent of the ordinance.

Respectfully,



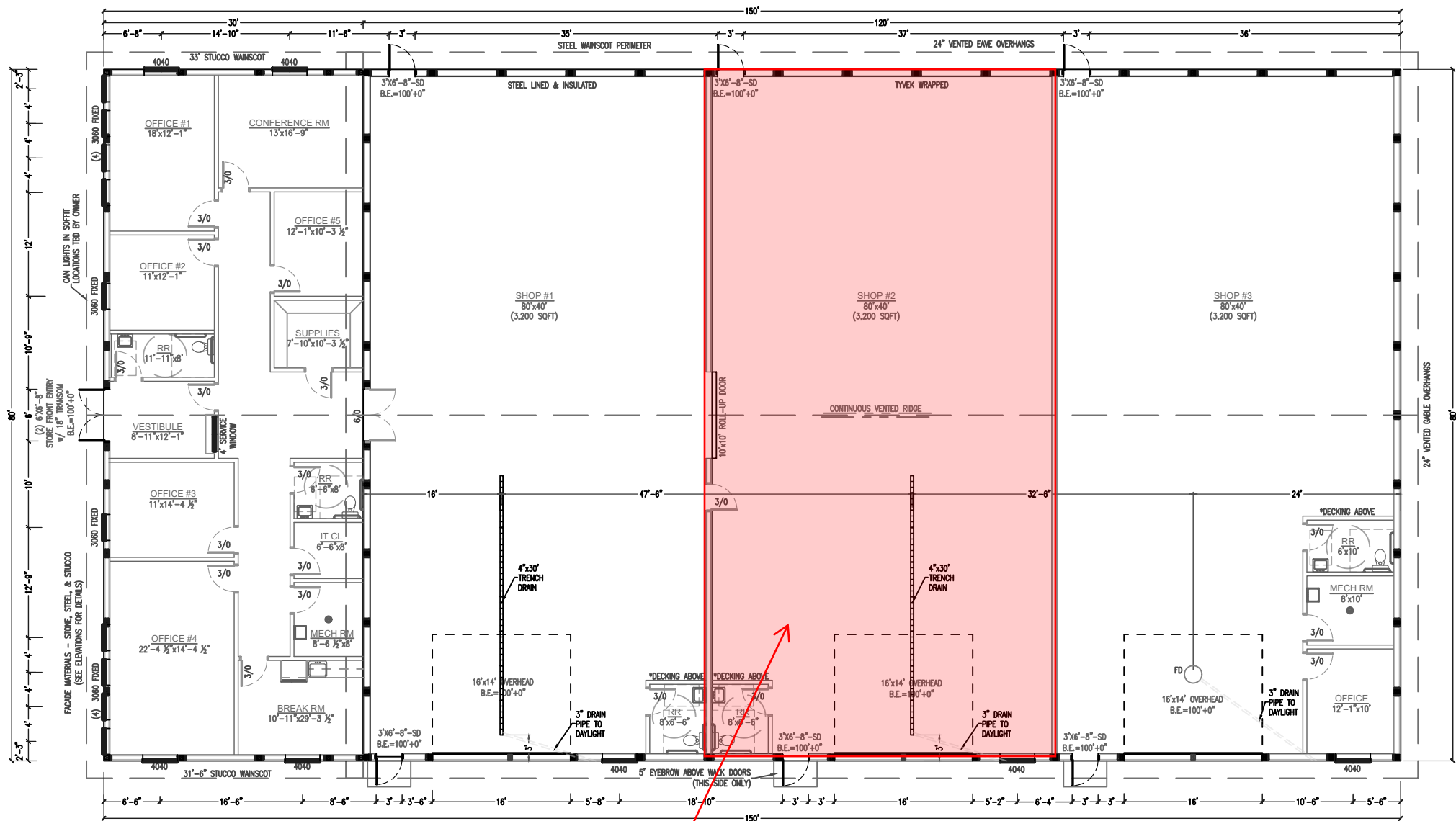
Kassie Slotty
Assistant Town Planner

Attachments

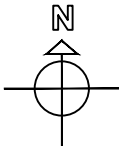
Exhibit A- Floor Plan
Exhibit B- Signage Rendering
Exhibit C-Site Plan

PRELIMINARY DRAWING

APPROVED
INTERIOR
FLOOR
PLAN



1 FLOOR PLAN
1/16" = 1'-0"



proposed shop space

COMMERCIAL

80'x30'x12' CLEAR
80'x120'x16' CLEAR
12,000 SQ. FT.
-TYVEK WRAPPED
-WAINSCOT
-T.E. FLOOR=100'+0"

OFFICE

-INSULATED & DRYWALLED
-4" SLAB w/ GRADE BEAM
-BOLT DOWN BRACKETS (BY PINNO)

SHOPS

-STEEL LINED & INSULATED
-6" SLAB w/ GRADE BEAM
-BOLT DOWN BRACKET (BY PINNO)
-HOSE BIB LOCATIONS TBD

CONTRACT SPECIFICATIONS
TAKE PRECEDENCE
OVER BUILDING PLANS



Pinno
BUILDINGS

PHONE (920) 922-7010
FAX (920) 922-9093
www.pinno.com

N5877 PALMER ROAD
ROSENDALE, WI. 54974

Godfrey Lane Properties LLC
80'x30'x12' + 80'x120'x16' clear

FLOOR PLAN

JOB NO.

DRAWING NO.

DRAWN BY:
AS

SCALE:
AS SHOWN

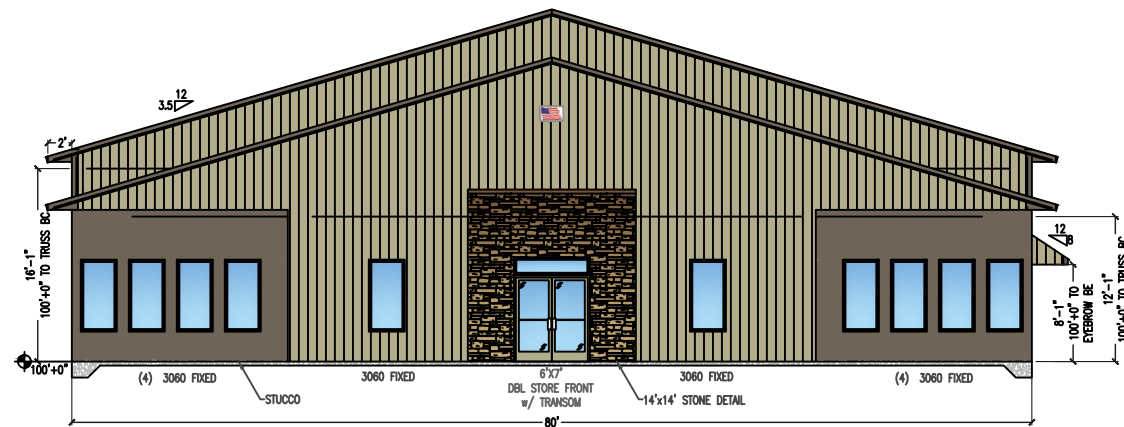
DATE:
04-02-25

REVISIONS
05-20-25
05-23-25
05-30-25
06-10-25
07-14-25

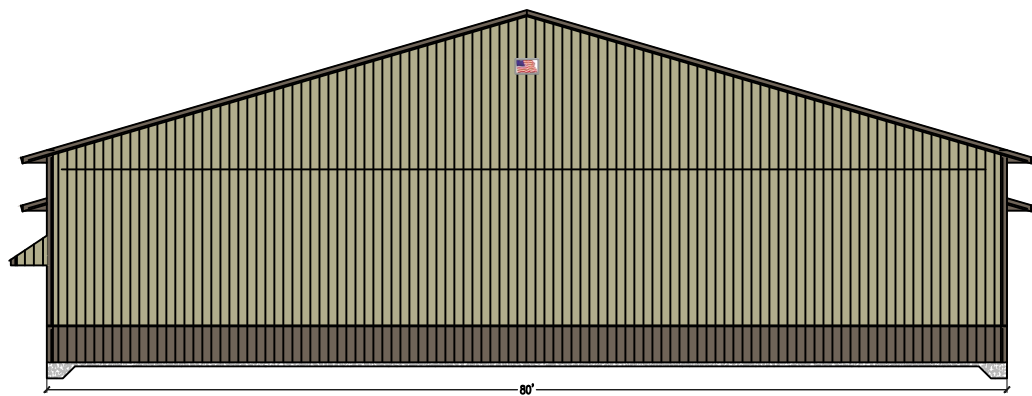
SHEET ID.

SHEET NO.
3 OF 3

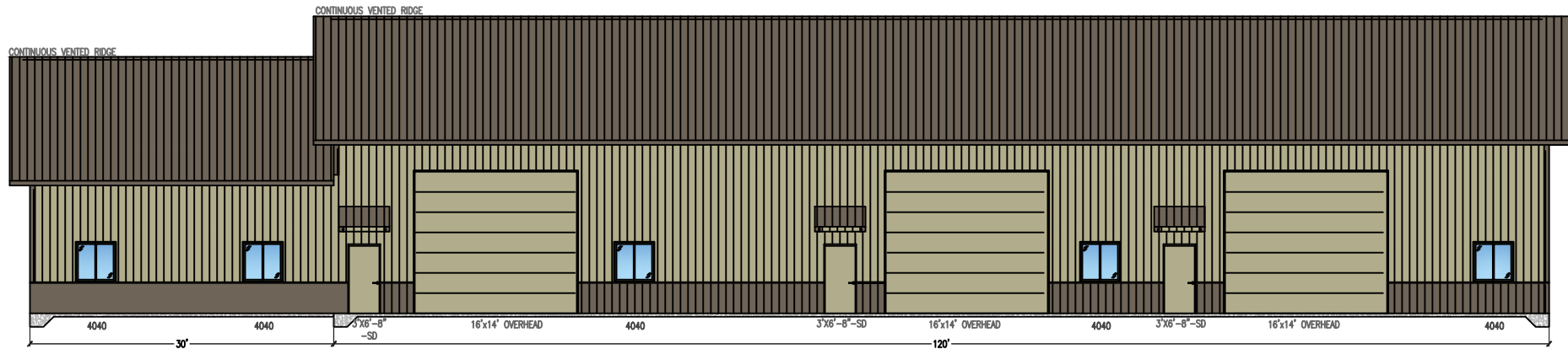
PRELIMINARY DRAWING



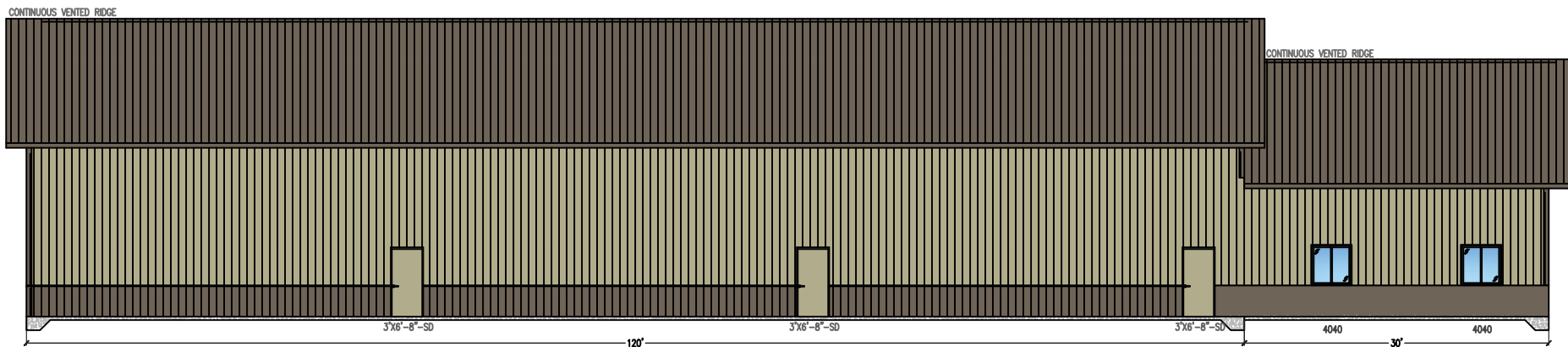
1 WEST ELEVATION
1/16" = 1'-0"



2 EAST ELEVATION
1/16" = 1'-0"



3 SOUTH ELEVATION
1/16" = 1'-0"



4 NORTH ELEVATION
1/16" = 1'-0"

CONTRACT SPECIFICATIONS
TAKE PRECEDENCE
OVER BUILDING PLANS

COPYRIGHT NOTICE: UNAUTHORIZED COPYING OF OR BUILDING FROM PLAN IS A VIOLATION OF U.S. COPYRIGHT LAWS, CONSTITUTING CRIMINAL THEFT

Godfrey Lane Properties LLC
80'x30'x12' + 80'x120'x16' clear

ELEVATIONS

DRAWING NO.

DRAWN BY:
AS

SCALE:
AS SHOWN

DATE:
04-02-25

REVISIONS
05-20-25
05-23-25
05-30-25
06-10-25
07-14-25

SHEET ID.

SHEET NO.
2 OF 3

PINNO
BUILDINGS

N5877 PALMER ROAD
ROSENDALE, WI. 54974

PHONE (920) 922-7010
FAX (920) 922-9093
www.pinno.com

JOB NO.



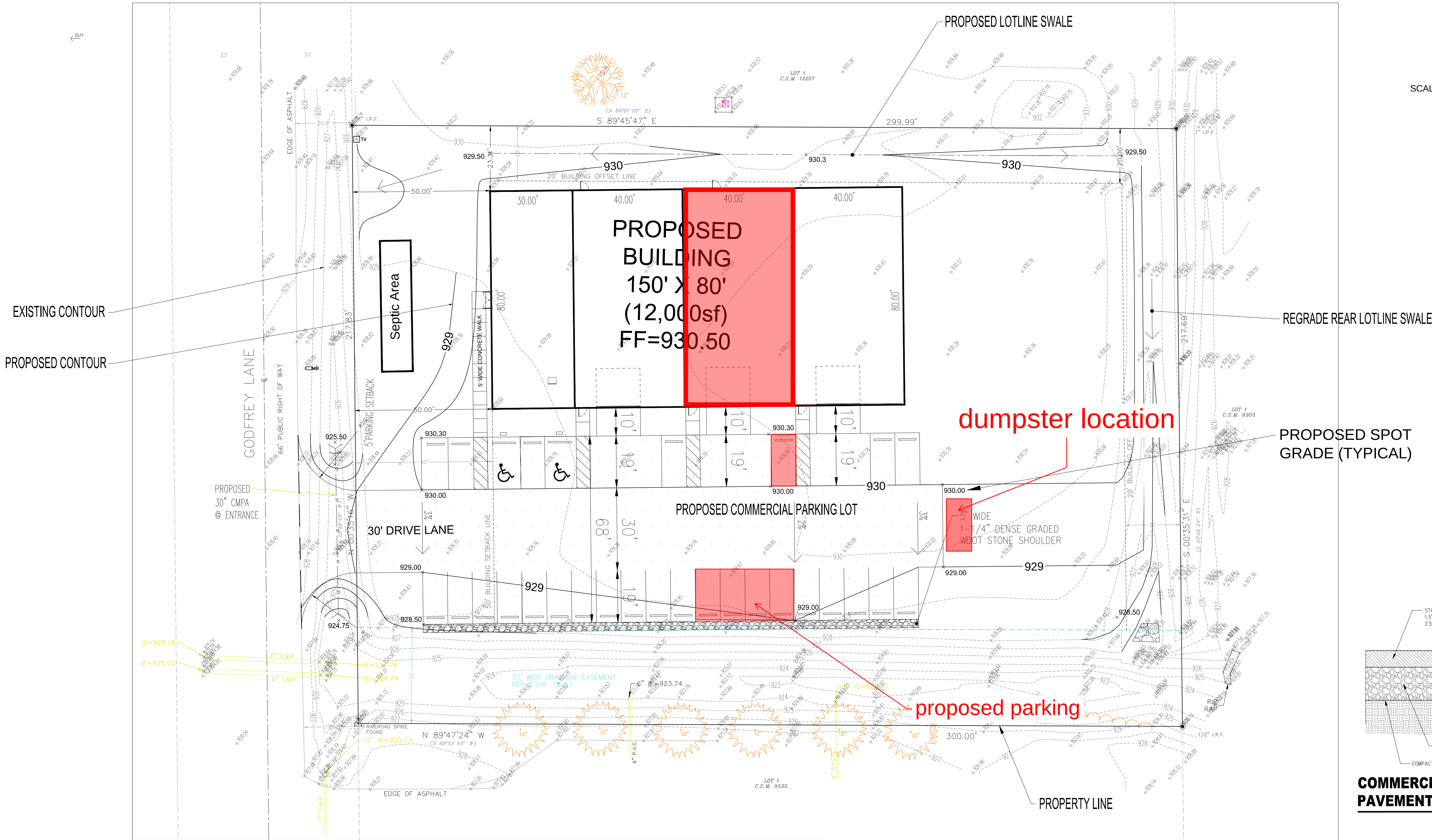
Exhibit C

Received 5/6/26
Town of Eagle

APPROVED
SURVEY/SITE
PLAN

APPROVED
PARKING
PLAN

SCALE: 1" = 20'



GENERAL CONSTRUCTION SPECIFICATIONS:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; the Town of Eagle Ordinances; and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin. All permits must be obtained by the DEVELOPER and CONTRACTOR prior to commencing work.
2. All erosion control measures specified on the project Erosion Control Plan shall meet the design criteria, standards and specifications as set forth in the Department of Natural Resources Wisconsin Technical Standards and Town of Eagle Ordinances.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing mass grading.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time. Haul off excess topsoil.
5. The general contractor shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the Public Roadways. The Public Roadways adjacent to this project shall be kept free of silt or dirt tracked from areas under construction by sweeping at the end of each work day or more often, as required. Dust generated by construction activities shall be minimized by use of watering, construction scheduling or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas. Provide seed, fertilizer and mulch per the standard specifications. ALL disturbed areas shall be stabilized with erosion control matting as specified for erosion and establishment grass vegetation per WDNR Technical Standard 1053.
10. All disturbed areas shall be revegetated within 7 days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sq. ft.
11. All erosion control devices shall be routinely inspected every seven days or within 24 hours of a rainfall greater than 0.5 inches. (By CERTIFIED EROSION CONTROL INSPECTOR).

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY Capitol Survey, Inc.
WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS
CANNOT BE GUARANTEED NOR CERTIFIED TO.

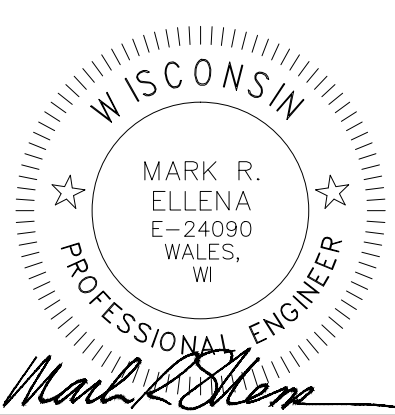
SITE DATA TABLE

TAX KEY NUMBER: EGLT1818999058	PROPOSED
PROPERTY AREA :	65,340 S.F.
TOTAL BUILDING FLOOR AREA :	12,000 S.F.
FLOOR AREA RATIO :	12,000 / 65,340 = 18.4%
TOTAL PAVED SURFACE AREA:	14,000 S.F.
TOTAL OPEN AREA (GREEN SPACE):	39,340 S.F.
LANDSCAPE SURFACE AREA RATIO	39,340 / 65,340 = 60.2%
LOT COVERAGE RATIO	39.8%

Godfrey Lane Properties LLC Development

Town of Eagle, WI

GRADING, PAVING & DRAINAGE PLAN



DATE: 07-10-25
BY: MARK R. ELLENA, P.E.
SCALE: 1" = 20'

SHEET NUMBER

C200

ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
Phone: 262-719-6183 Email: mellen@eeceng.com



STAFF REPORT AND RECOMMENDATION
SITE PLAN/PLAN OF OPERATION

Date: June 3, 2026

To: Planning and Zoning Commission and Town Board

Owner: Eagle Storage Investments, LLC., Nathan Remitz (agent)

Location: S89 W35541 Henry Ln, Tax Key No. EGLT 1818.999.039

Jurisdiction: This property is located entirely within the Town's zoning jurisdiction.

Zoning Classification: B-4 Mixed Business.

Existing Use: Personal Storage Facility and outdoor storage

Proposed Use: Site Plan, Plan of Operation review to construct Phase III of the personal storage facility

Application(s): 2026-14 Site Plan/Plan of Operation - <https://s.zoninghub.com/T5HZM1MDWB>

Staff Analysis

The subject property is 4.4 acres and is located on the east corner of Henry Lane and Godfrey Lane in the Business Park. In 2022, the petitioner received Conditional Use and Site Plan/Plan of Operation approval to construct self-storage buildings on the property, proposed in two phases. The Conditional Use is under Series 15.03 Warehouse, which includes moving/storage facilities. The first phase consisted of four (4) buildings and the second phase consisted of three (3) additional buildings. In 2025, the petitioner requested a modification to Phase II proposed to construct one (1) building (Building #7) in the southwest corner of the property. The petitioner was granted a Special Exception on June 4, 2025, to establish a second driveway connection on Henry Lane that serves as an "Exit Only". The current proposal is to construct the final building (Building #6) in the northwest corner of the property, which complies with the B-4 Mixed Business District requirements as shown in the table below. The outdoor storage use will cease with the construction of the remaining building. The overall site plan has not changed (Exhibit A).

ZONING PROVISIONS	Required	Proposed
SETBACK	50'	54'
OFFSET	20' (side)	20.3' (side)
BUILDING COVERAGE	50% of lot size (90,147 SF max)	53,205 SF total
BLDG HEIGHT	Principal 35' Accessory 20'	12'

Per Exhibit B, the proposed building is 7,425 sq. ft. and constructed of a prefinished PBR metal panel to match the existing buildings. Landscaping (Exhibit C) has been installed as proposed in the 2022 Conditional Use request along the front of the buildings and roadways. Fencing has also been installed, as proposed. The site has security gates and a camera system to provide 24-hour monitoring of the development. Hours of operation are 24-hour self-service, daily and there is one part-time employee. The Town Engineer has yet to provide additional comments, however, all plans remain the same as previously proposed. The stormwater for the site is directed to the private stormwater facility owned by Dretzka Investments, LLC. An agreement has been provided between the petitioner and Dretzka Investments LLC for use of the stormwater basin for the remaining development phases.

Staff Recommendation:

Staff recommends **conditional approval** of the Site Plan/Plan of Operation to construct Building #6 of the personal storage facility subject to the following conditions:

1. The business shall operate consistent with the approved Conditional Use Order (Document No. 4682512) and any amendments thereto.
2. All landscaping on the property shall comply with the Landscaping Plan (Sheet C1.05) drawn by PSE with a revision date of July 22, 2022, that was approved as part of the Conditional Use and Site Plan/Plan of Operation for Phase I. If the trees or vegetation die, they shall be replaced with similar trees or vegetation in a timely manner.
3. All work related to this project must comply with all plans approved by the town.
4. Subject to the petitioner applying for and being issued a Zoning Permit and Building Permit for the work to be completed. All requirements of the Town Building Inspector shall be complied with.
5. Any conditions provided by the Town Engineer, if applicable, shall be adhered to.
6. The property owner shall sign the decision notice to acknowledge the terms of the approval and return the same to the zoning administrator within six (6) months of the decision.
7. Subject to the petitioner providing documentation to the Town Planner that the local Fire Inspector has inspected the buildings for compliance with all local fire codes, prior to the issuance of an occupancy permit.
8. The west side of the property may continue to be used as outdoor storage of motor vehicles, campers and boats that are operable and licensed as may be required by the State of Wisconsin, provided fire truck access is maintained. Once the final building is constructed, outside storage is prohibited. All outdoor storage must be moved indoors or off the property no later than December 31, 2028.
9. Outdoor lighting shall be LED, full cutoff and motion activated. External lighting shall be shielded so that light rays do not adversely affect adjacent uses.
10. A unit shall not be leased to a contractor or a similar business as their daily base of operation.
11. The facility may be used 24 hours a day, seven days a week.
12. **Professional Fees.** The petitioner shall, on demand, reimburse the Town of Eagle for all costs and expenses of any type that the Town incurs in connection with this conditional use, including the cost of professional services incurred by the Town (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
13. **Payment of Charges.** Any unpaid bills owed to the Town of Eagle by the subject property owner or his or her tenants, operators or occupants, or agents, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Town; shall be placed upon the tax roll for the Subject Property if not paid within 30 days of the billing by

the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town, including possible cause for termination of the conditional approval.

Respectfully,

A handwritten signature in black ink, appearing to read "K Slotty", is positioned above the typed name.

Kassie Slotty
Assistant Town Planner

Attachments

Exhibit A – Site Plan

Exhibit B – Building #6 Building Plans

Exhibit C – Landscaping Plan

EXHIBIT A

Received 4/29/26
Town of Eagle

PLAN NOTES:

- ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTORS MUST REVIEW ALL DETAILS OF THEIR TRADES AND BE RESPONSIBLE FOR THE SAME.
- DO NOT SCALE DIMENSIONS FROM DRAWINGS. CONSULT GENERAL CONTRACTOR OR THE ARCHITECT WITH ANY QUESTIONS.
- ALL INTERIOR WALLS ARE 5" UNLESS OTHERWISE NOTED.
- PLACEMENT OF BUILDING COMPONENTS, MECHANICAL EQUIP., APPLIANCES AND ELECTRICAL COMPONENTS IS SUBJECT TO FIELD ADJUSTMENT. ACTUAL CONSTRUCTION MAY NOT CONFORM EXACTLY TO THE LOCATIONS INDICATED ON THESE DRAWINGS.

SCOPE OF DRAWING:

THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN INTENT, THE DIMENSIONS OF THE BUILDINGS, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL AND ELECTRICAL SYSTEMS. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT. ON THE BASIS OF GENERAL SCOPE INDICATED OR DESCRIBED, THE TRADE CONTRACTORS SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK INTENDED.

GENERAL NOTES:

- THE DESIGNER MAINTAINS NO RESPONSIBILITY FOR THE GENERAL CONTRACTOR, SUBCONTRACTORS, OR THOSE WORKING IN SUCH CAPACITIES, FOR THE METHODS USED, OR LACK THEREOF, IN THE EXECUTION OF THE WORK AND SAFETY PROCEDURES AND PRECAUTIONS TAKEN AT THE PROJECT SITE.
- CONTRACTORS SHALL ASSUME FULL RESPONSIBILITY - UNRELIEVED BY REVIEW OF SHOP DRAWINGS NOR BY SUPERVISION OR PERIODIC OBSERVATION OF CONSTRUCTION FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS - FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS, FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING EXCAVATION, SHORING AND SCAFFOLDING, BRACING, ERECTION, FORM WORK, ETC.), FOR COORDINATION OF THE VARIOUS TRADES, FOR SAFE CONDITIONS ON THE JOB SITE, AND FOR THE PROTECTION OF THE PEOPLE AND PROPERTY AT THE JOB SITE.
- THE INFORMATION CONTAINED ON THE DRAWINGS IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL THE SPECIFICATIONS, TRADE PRACTICES, OR APPLICABLE STANDARDS, CODES, ETC., INCORPORATED THEREIN BY REFERENCE, OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.
- UNLESS NOTED OTHERWISE, ALL DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE.
- UNLESS OTHERWISE SHOWN OR NOTED, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND THE PLACEMENT OF ANY INSERTS, HANGARS, PIPE SLEEVES, HOLES OR ANCHOR BOLTS THAT ARE REQUIRED BY THE MECHANICAL OR ELECTRICAL EQUIPMENT.
- THE CONTRACTOR SHALL COMPLY WITH THE LATEST OCCUPATIONAL SAFETY HEALTH ACT REQUIREMENTS.
- ALL STATE OF WISCONSIN, LOCAL AND OSHA SAFETY CODES SHALL BE A PART OF THESE PLANS, AND IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO SEE THAT ALL PARTIES THAT WORK AT OR VISIT THE JOB SITE COMPLY WITH SAME.

BUILDING DATA :

USE AND OCCUPANCY CLASSIFICATION; (chapter-3)	"S-1" (MODERATE-HAZARD STORAGE)	
ALLOWABLE AREA AND HEIGHT;	"S-1" (II-B) TWO STORY - 17,500 sq. ft.	
ACTUAL AREA;	TOTAL BUILDING AREA:	7,425 sq. ft.
SPRINKLERS;	NONE	
CONSTRUCTION TYPE; (Table-G01)	"II-B"	
FIRE RATINGS (per table G01 & G02)		
STRUCTURAL FRAME;	0 - HR. RATING	
BEARING WALLS EXTERIOR;	0 - HR. RATING	
BEARING WALLS INTERIOR;	0 - HR. RATING	
NON-BEARING WALLS EXTERIOR;	0 - HR. RATING	
NON-BEARING WALLS INTERIOR;	0 - HR. RATING	
FLOOR CONSTRUCTION;	0 - HR. RATING	
ROOF CONSTRUCTION;	0 - HR. RATING	
EXIT TRAVEL DISTANCE; (table 1017.2)	200 feet	
COMMON PATH OF TRAVEL; (per 1006.2.1)	100 FEET W/ <30 OCCUPANT LOAD	
TOTAL OCCUPANCY LOADING (per TABLE 1004.1.1)	25 TOTAL OCCUPANTS IN BUILDING (STORAGE / MECH AREAS = 1 PER 300 S.F.) (7,425 S.F. / 300 = 25)	
ACCESSIBLE UNITS	TOTAL PHASE I, II, & III RENTAL UNITS: 197 UNITS EXISTING BUILDINGS #1-#4, #7 163 UNITS PROPOSED BUILDINGS #6 34 UNITS REQUIRED ACCESSIBLE UNITS: 10 UNITS (5%) PROVIDED ACCESSIBLE UNITS: 10 UNITS (5%)	

APPROVED
SURVEY/SITE
PLAN

SHEET INDEX:	
SHEET C-1	ARCHITECTURAL SITE GENERAL NOTES, & BUILDING DATA
SHEET C-2	FLOOR PLAN, GENERAL NOTES, & BUILDING DATA
SHEET C-3	FOUNDATION & ERECTION, & DETAILS
SHEET C1.01	EXISTING CONDITIONS PLAN
SHEET C1.02	PROPOSED SITE PLAN
SHEET C1.03	FOUNDING PLAN
SHEET C1.04	EROSION CONTROL PLAN
SHEET C1.05	LANDSCAPE PLAN
SHEET C1.06	NOTES AND DETAILS

SELF STORAGE OF EAGLE - PHASE III

BUILDING #6
589w35541 HENRY LANE
TOWN OF EAGLE, WI
SHEET TITLE:

C-1

DATE: APRIL 17, 2026

PROJECT NUMBER: 22-281

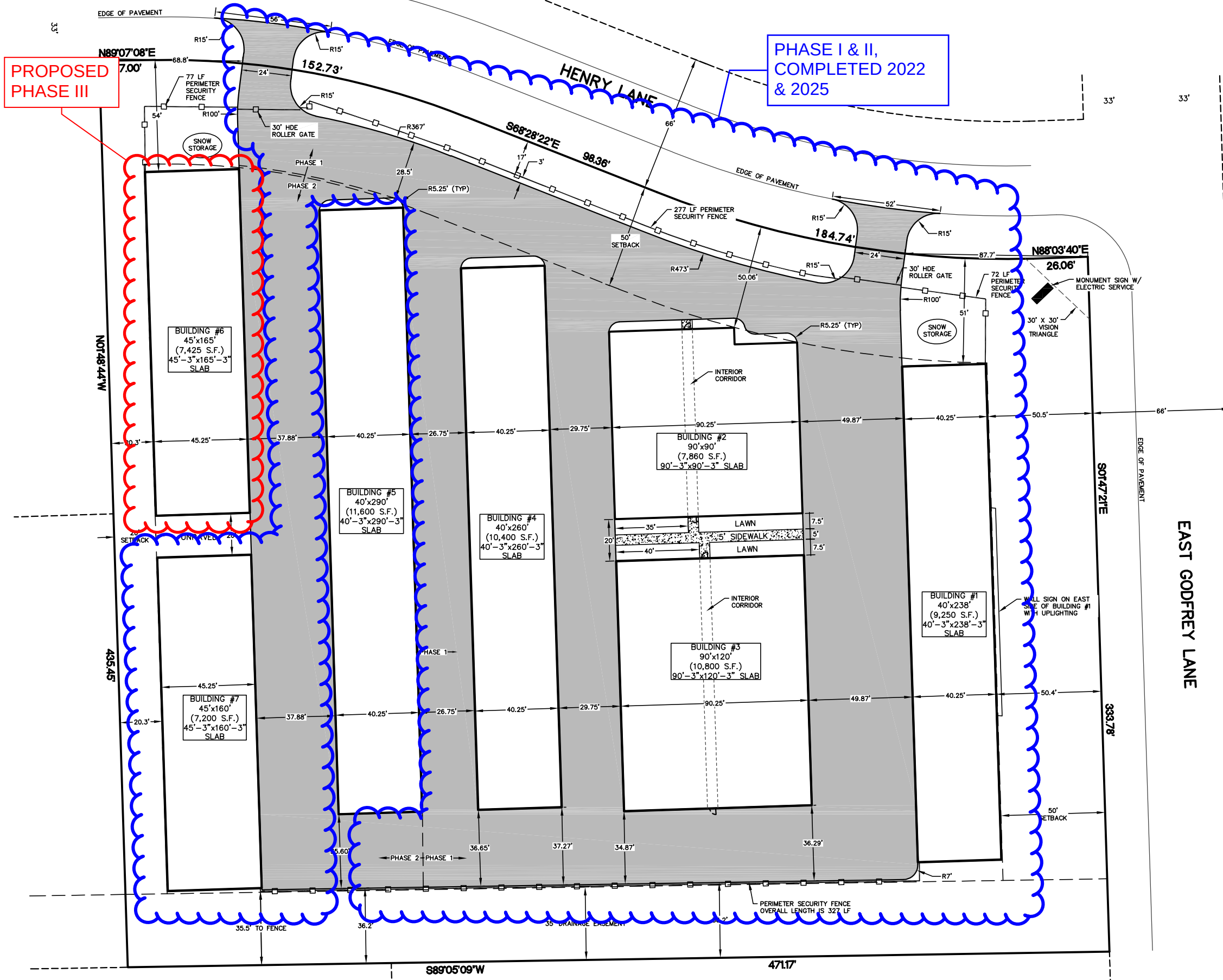
ARCHITECTURAL SITE PLAN, GENERAL NOTES, & BUILDING DATA

COPYRIGHT: PATERA LLC...IT IS UNLAWFUL FOR ANYONE TO USE OR REPRODUCE BY ANY MEANS ALL OR ANY PORTION OF THESE CONSTRUCTION DOCUMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PATERA, LLC.

patera
ARCHITECTURE + ENGINEERING
4040 N. Colton Road Suite #200 • Brookfield, WI 53005
(OFFICE) 262-786-6776

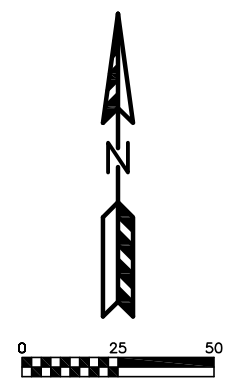
REVISIONS:

4/17/26: PRELIM #



PHASE I & II,
COMPLETED 2022
& 2025

PROPOSED
PHASE III



PAVING LEGEND

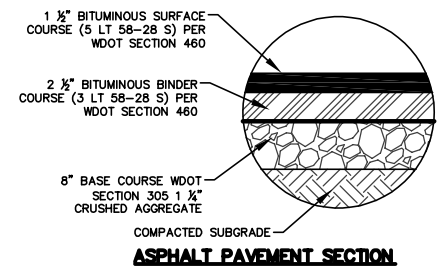
- ASPHALT PAVEMENT
- 8" CRUSHED AGGREGATE BASE COURSE
- 2 1/2" ASPHALTIC BINDER
- 1 1/2" ASPHALTIC SURFACE
- CONCRETE SIDEWALK
- 6" CRUSHED AGGREGATE BASE COURSE
- 4" CONCRETE

SITE INFORMATION BLOCK

Site Address	LOT 1 - HENRY LN AND GODFREY LN
Site acreage (total)	4.139 ACRES
Existing Impervious Area	0.0 ACRES
Area of Disturbance	3.547 ACRES
Current Zoning	B-4
Setbacks Building/Pavement	
Front	50'
Side	20'
Rear	35'
Surface Coverage Total:	
Impervious	125,234 SQ FT (2.875 Acres)
Pervious	55,082 SQ FT (1.265 Acres)
Total	180,316 SQ FT (4.139 Acres)
Impervious Percentage	69.5%

SITE PLAN NOTES:

- DIMENSIONS ARE TO EDGE OF PAVEMENT AND FACE OF BUILDING UNLESS OTHERWISE NOTED.



NO.	DATE	DESCRIPTION
1	07-01-22	UPDATE PER TOWN COMMENTS
1	08-03-22	UPDATE BLDG SLABS, ADD SIDEWALKS

PSE
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7800
kparish@parishse.com

PROJECT TITLE:
**SELF STORAGE DEVELOPMENT
9303 HENRY LANE
EAGLE, WI**

PLAN TITLE:
**PROPOSED
SITE
PLAN**

DRAWN BY:
EPN
DESIGNED BY:
KJP
CHECKED BY:
KJP

PLAN DATE:
6-9-2022

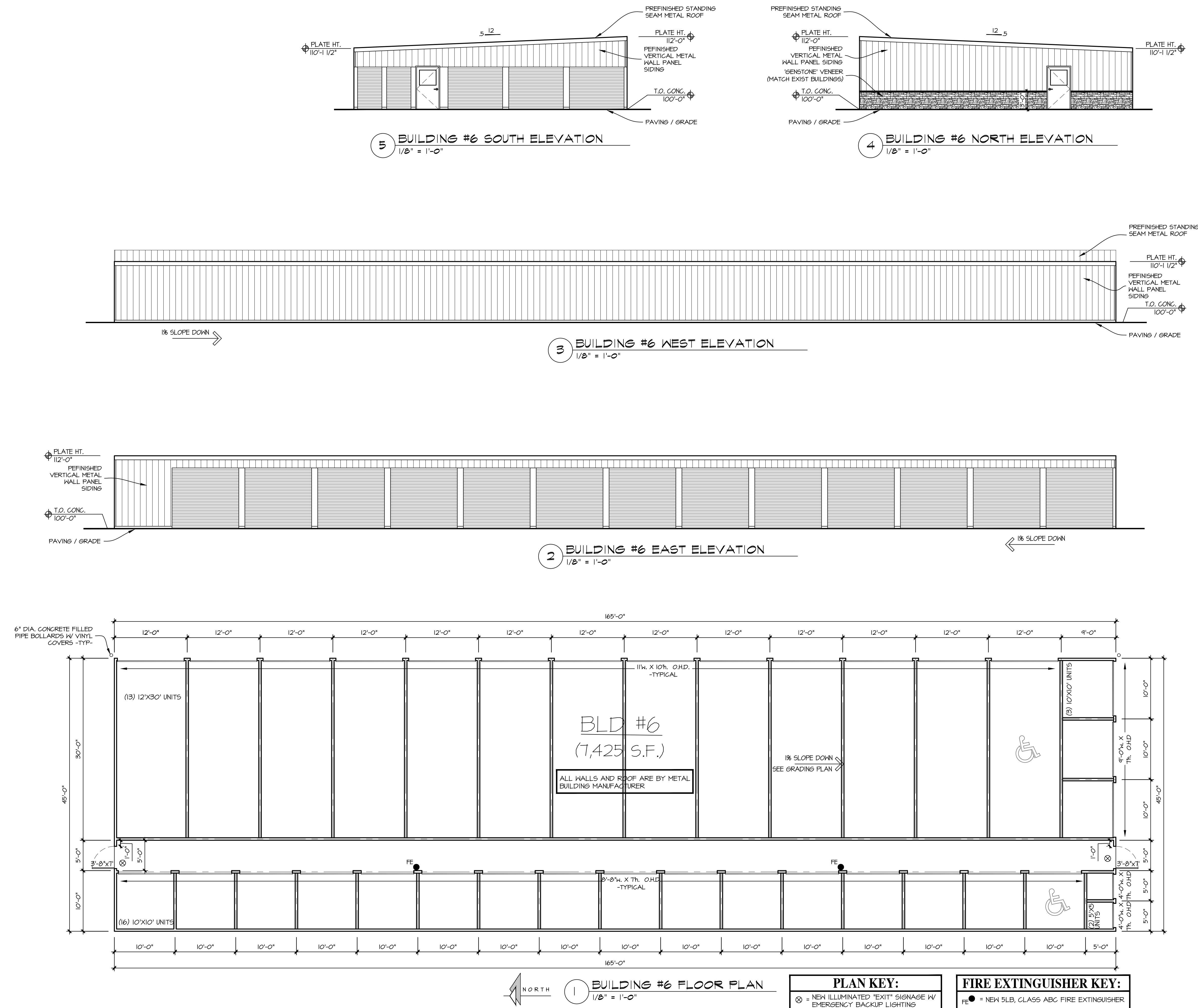
PROJECT NO:
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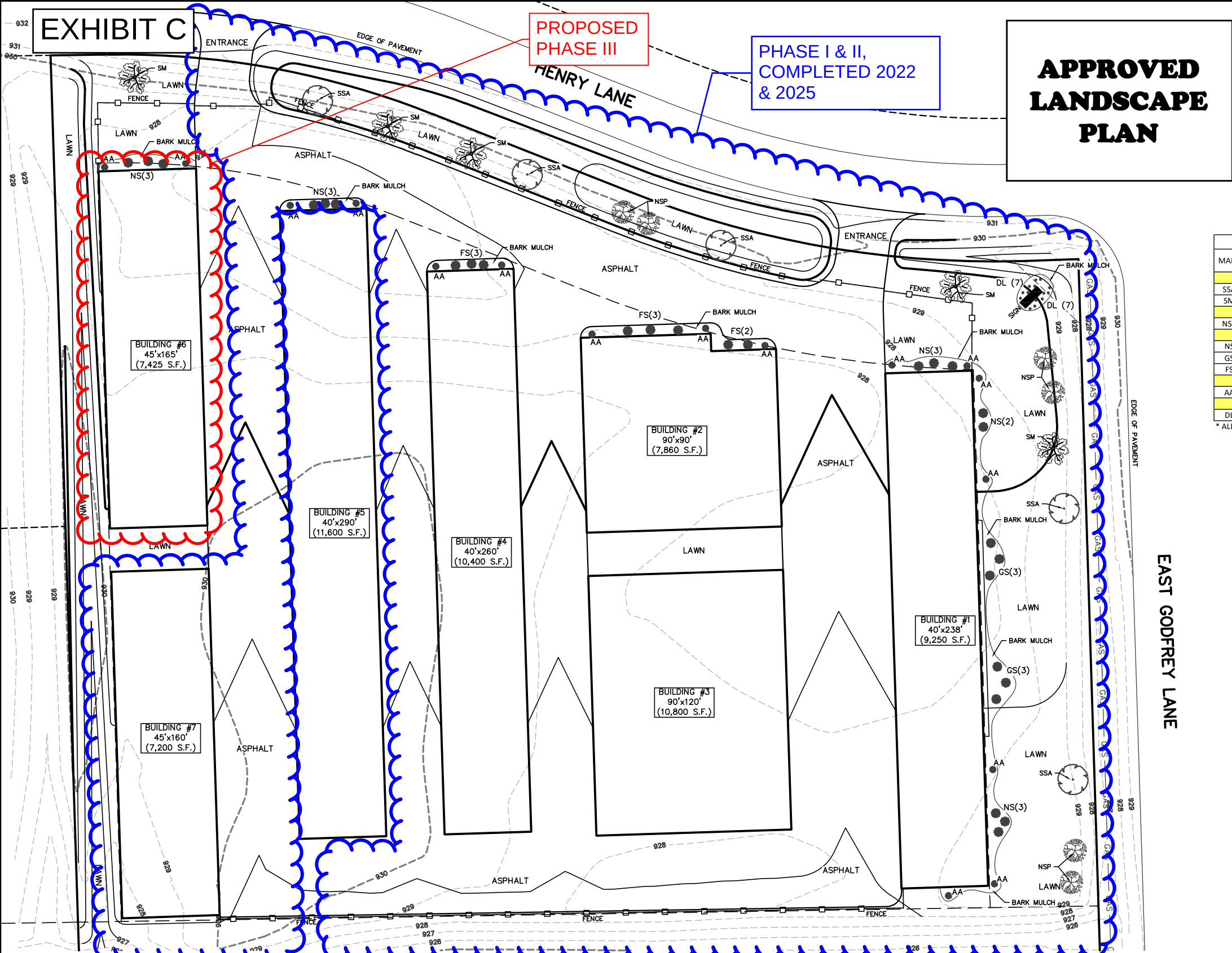
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SHEET NO:
C1.02

EXHIBIT B

APPROVED
BUILDING
PLAN





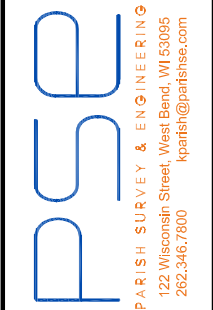
- LANDSCAPE NOTES**
- CONTRACTOR SHALL CONTACT DIGGERS HOTLINE (800-242-8511) TO HAVE SITE MARKED PRIOR TO EXCAVATION AND PLANTING.
 - PLANTINGS SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - Z60.1 ANSI (LATEST VERSION). NO SUB-STANDARD "B GRADE" OR "PARK GRADE" PLANT MATERIALS WILL BE ACCEPTED. PLANT MATERIALS SHALL ORIGINATE FROM NURSERY(IES) WITH A SIMILAR CLIMATE AS THE PLANTING SITE.
 - PLANTING SUBSTITUTIONS MUST BE APPROVED BY THE ENGINEER. ALL PLANTS MUST BE INSTALLED AS PER SIZES INDICATED ON PLANT MATERIALS SCHEDULE UNLESS APPROVED BY THE ENGINEER. ANY CHANGES IN SIZES SHOWN ON PLAN MUST BE APPROVED BY OWNER IN WRITING PRIOR TO INSTALLATION.
 - PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT THE ROOT FLARE. REMOVE EXCESS SOIL FROM TOP OF ROOT BALL. IF NEEDED, REMOVE AND DISCARD NON-BIODEGRADABLE BALL WRAPPING AND SUPPORT WIRE. REMOVE BIODEGRADABLE BURLAP AND WIRE CAGE FROM THE TOP THIRD OF THE ROOT BALL AND CAREFULLY BEND REMAINING WIRE DOWN TO BOTTOM OF THE HOLE. WHEN TREE HAS BEEN PLACED AND WILL NO LONGER BE MOVED, SCORE REMAINING TWO-THIRDS OF BURLAP AND REMOVE TWINE. PROVIDE ONE SLOW-RELEASE FERTILIZER PACKET PER 1" CALIPER OF EACH TREE PLANTED.

- BACKFILL TREE PLANTING HOLES WITH 80% EXISTING SOILS REMOVED FROM EXCAVATION AND 20% SOIL AMENDMENTS (SEE SPECIFICATION BELOW). AVOID AIR POCKETS. DO NOT TAMP SOIL. DISCARD ANY GRAVEL, ROCKS, HEAVY CLAY OR CONCRETE. WATER TREE THOROUGHLY WHEN HOLE IS TWO-THIRDS FULL. ALLOW WATER TO SOAK IN BEFORE FILLING REMAINDER OF HOLE. WATER AGAIN TO FULLY SOAK THE NEW PLANTING. EACH TREE SHALL RECEIVE A 3" DEEP 4-5" DIAMETER SHREDDED HARDWOOD BARK MULCH RING/SAUCER. DO NOT BUILD UP MULCH ONTO TRUNK OF ANY TREE. INCORRECTLY INSTALLED TREES SHALL BE REPLACED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR.
- ALL TREE RINGS SHALL RECEIVE A 3" DEEP LAYER OF HIGH-QUALITY UN-PIGMENTED SHREDDED HARDWOOD BARK MULCH. ALL SHRUB AND PERENNIAL PLANTING BED AREAS SHALL RECEIVE A 2-3" LAYER OF DECORATIVE STONE BEDDING. DO NOT ALLOW STONE TO CONTACT PLANT STEMS AND TREE TRUNKS.
- REMOVE/KILL UNWANTED VEGETATION AT SEEDED AREAS PRIOR TO SEEDING.
- PREPARE TOPSOIL AND SEED BED BY REMOVING ALL SURFACE STONES 1" OR LARGER. APPLY 20-10-5 STARTER FERTILIZER AND SPECIFIED SEED UNIFORMLY AT THE SPECIFIED RATE. PROVIDE MULCH COVERING SUITABLE TO GERMINATE AND ESTABLISH TURF. SUBMIT SEED AND FERTILIZER SPECIFICATIONS TO OWNER PRIOR TO INSTALLATION.

- EROSION CONTROL MEASURES SHALL BE USED IN SWALES AND ON SLOPES STEEPER THAN 1:3 WHERE APPLICABLE. METHODS OF INSTALLATION MY VARY AT THE DISCRETION OF THE LANDSCAPE CONTRACTOR TO ESTABLISH AND GUARANTEE A SMOOTH, UNIFORM, QUALITY TURF. A MINIMUM OF 2" OF BLENDED, PREPARED AND NON-COMPACTED TOPSOIL IS REQUIRED FOR ALL LAWN AREAS. IF STRAW MULCH IS USED AS A COVERING, A TACKIFIER SHALL BE USED TO PREVENT WIND DISPERSAL OF MULCH COVERING. MARSH HAY CONTAINING REED CANARY GRASS IS NOT AN ACCEPTABLE MULCH COVERING.
- AN ACCEPTABLE QUALITY SEED INSTALLATION IS DEFINED AS HAVING:
 - NO BARE SPOTS LARGER THAN 1 SQ.FT.
 - NO MORE THAN 10% OF THE TOTAL AREA WITH BARE AREAS LARGER THAN 1 SQ.FT.
 - UNIFORM COVERAGE THROUGH ALL TURF AREAS
- ALL PLANTINGS SHALL BE WATERED THOROUGHLY AT THE TIME OF PLANTING, THROUGH CONSTRUCTION AND UPON COMPLETION OF THE PROJECT AS NEEDED. TREES, EVERGREENS AND SHRUBS (DECIDUOUS AND EVERGREEN) SHALL BE GUARANTEED (100% REPLACEMENT) FOR A MINIMUM OF ONE YEAR FROM THE DATE OF PROJECT COMPLETION. WATERING AND ONGOING MAINTENANCE INSTRUCTIONS ARE TO BE SUPPLIED TO THE OWNER BY THE LANDSCAPE CONTRACTOR UPON COMPLETION OF THE PROJECT.

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR WATERING AND MAINTENANCE OF ALL LANDSCAPE AREAS FOR A PERIOD OF 45 DAYS AFTER SUBSTANTIAL COMPLETION OF THE LANDSCAPE INSTALLATION. THIS SHALL INCLUDE ALL TREES, SHRUBS, EVERGREENS, PERENNIALS, ORNAMENTAL GRASSES, TURF GRASS, NO-MOW GRASS AND NATIVE PRAIRIE SEED MIX / STORMWATER SEED MIX. WORK ALSO INCLUDES WEEDING, EDGING, MULCHING, FERTILIZING, TRIMMING, REMOVAL OF GRASS CLIPPINGS, PRUNING AND DEADHEADING.
- LANDSCAPE CONTRACTOR SHALL CONDUCT A FINAL REVIEW OF THE PROJECT WITH THE OWNER AND GENERAL CONTRACTOR TO ANSWER QUESTIONS, PROVIDE WRITTEN CARE INSTRUCTIONS AND INSURE THAT ALL SPECIFICATIONS HAVE BEEN MET.

REVISIONS:		
NO.	DATE	DESCRIPTION
1	07-05-22	UPDATE PER TOWN COMMENTS
2	07-22-22	UPDATE LANDSCAPE PLAN PER TOWN COMMENT



PROJECT TITLE:

SELF STORAGE DEVELOPMENT

9303 HENRY LANE

EAGLE, WI

PLAN TITLE:

LANDSCAPING

PLAN

DRAWN BY:

EPN

DESIGNED BY:

KJP

CHECKED BY:

KJP

PLAN DATE:

6-9-2022

PROJECT NO:

\PA-21-22

BID SET

SHEET NO:

C1.05

Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ (1935-2022)
DONALD S. MOLTER, JR. (Retired)
JOHN P. MACY
H. STANLEY RIFFLE (Court Commissioner)
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Facsimile (262) 548-9211
Email: rbitar@ammr.net

PAUL E. ALEXY
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
LUCAS C. LOGIC
GREGORY M. PROCOPIO
ADAM J. MEYERS
SAVANNA M. GAIN
JAIME L. STAFFARONI
SAVANNAH H. ZUZICK

STEPHEN J. CENTINARIO, JR.

May 27, 2026

Town of Eagle
Planning and Zoning Commission & Town Board
820 E Main St. PO Box 327
Eagle, WI 53119

**Re: Long Meadow Subdivision – Bielinski Homes
Developer's Agreement and Public Improvement Guarantee**

Dear Commissioners and Board Supervisors:

We are providing this letter as a general update to the Long Meadow Subdivision Developer's Agreement and Public Improvement Guarantee that has been the product of negotiations and discussions with Bielinski Homes. As you are aware, these documents are scheduled to come before the Planning and Zoning Commission and Town Board at the bodies' joint meeting on June 3, 2026.

The versions of these documents that will be presented and discussed are the same as the versions that were brought before the bodies on May 6, 2026, which were tabled for future discussion at that meeting. There have been no changes to these documents.

The text of the Developer's Agreement is the product of discussions between our office and Bielinski Homes' counsel and represents the achieved mutual consensus of the parties, putting the same in a form ready to be presented to the Planning and Zoning Commission and Town Board for consideration and possible action on June 3, 2026.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

s/ Remzy D. Bitar

Remzy D. Bitar

cc. Chis Mommaerts, Town Chair
Mercia Christian, Town Clerk
John Donovan, Bielinski Homes
Dino Antonopoulos, Atty. for Bielinski Homes
Ben Crockett, Atty. for Bielinski Homes

PUBLIC IMPROVEMENT GUARANTEE

5/1/2026

Long Meadow Subdivision, Town of Eagle, WI

Public Improvements (Letter of Credit)

Item Description	Amount
Road & Lot Grading, Erosion Control & Final Site Stabilization/Restoration	\$499,238.00
Street & Traffic Control Signs, Landscaping/Restoration Front Entrance Area	\$35,000.00
Storm Sewer Construction	\$226,502.00
Road Construction Includes: Stone base, Fine Grading, Minimal Curb & Gutter	\$123,825.00
Asphalt Binder Course (Road)	\$143,403.00
Asphalt Surface Course (Road)	\$103,560.00
Sub Total	\$1,131,528.00
10% Contingency	\$113,153.00
Total	\$1,244,681.00

DEVELOPER'S AGREEMENT
FOR
LONG MEADOW SUBDIVISION
TOWN OF EAGLE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made as of the ____ day of _____, 2026, between Bielinski Homes, Inc, a residential home builder with its offices located at 1830 Meadow Ln, Suite A, Pewaukee, Wisconsin 53072 ("developer"), and the Town of Eagle in Waukesha County, State of Wisconsin ("Town").

RECITALS

- A. The developer owns approximately 79 acres of land in the Town, said land being described by the legal description set forth in Exhibit A (the "subject lands") and depicted by the map set forth in Exhibit B, both of which are attached hereto and incorporated herein by reference.
- B. The developer desires to develop the subject lands as a residential subdivision by the creation of 19 single-family residential lots (the "development") by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development.
- C. Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the subject lands lie may require that the developer make and install any public improvements reasonably necessary and/or that the developer provide financial security to ensure that the developer will make these improvements within reasonable time.
- D. The subject lands are presently zoned Rural Residential (RR) and Conservancy (C-1), which allows the above-described development.
- E. The developer may be required to grant additional easements over a part of the subject lands for storm sewer.
- F. The developer and Town desire to enter into this agreement in order to ensure that the developer will make and install all public improvements which are reasonably necessary and further that the developer shall dedicate the public improvements to the Town, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the Town Engineer, without cost to the Town.
- G. This agreement is necessary to implement the Town zoning and land division ordinances.
- H. The developer agrees to develop subject lands as herein described in accordance with this agreement, conditions approved by the Town Plan Commission and Town Board, conditions of certain agencies and individuals in the County, all Town ordinances, and all laws and regulations governing said development.
- I. On April 16, 2025, the Town Board granted conditional preliminary plat approval for the development, as shown on the document marked "Preliminary Plat" on file in the Town Clerk's office, and which is attached hereto and incorporated herein by reference as Exhibit C, conditioned in part upon the developer and the Town entering into a developer's agreement, as well as other conditions as approved by the Town Board.
- J. The Developer and Town agree that prior to the execution of this agreement, the Developer has completed, and the Town Board has approved all of the following:
 - a. Provided the Town written certification that all public street plans, including all plans for permanent and temporary cul-de-sacs, are in conformance with all federal, state, county and Town specifications, regulations and ordinances, and the Town Engineer has approved the same.

- b. Provided the Town written certification that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Town regulations, guidelines, specifications, laws and ordinances, and the Town Engineer has approved the same.
 - c. Provided the Town written certification that said site grading and excavation plans meets all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, and the Town Engineer has approved the same.
- K. In consideration of the mutual promises and covenants contained herein, the developer does hereby agree to develop subject lands as follows and as otherwise regulated by Town ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. PUBLIC IMPROVEMENTS

A. PUBLIC STREETS. The developer hereby agrees that:

1. (Intentionally deleted).
2. The developer shall grade and install all planned public streets in accordance with the preliminary plat (or final plat if it has then been approved), the approved development plan of said development or subdivision, and the plans and specifications on file in the Town Clerk's office.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the Town Board through the first lift of asphalt before issuance of any building permit(s) for said lot.
4. The first lifts for all public streets shall be completed and presented to the Town Board no later than November 15, 2026 or as extended by the Town Board. The "first lifts" include the "binder course" as defined in Wisconsin Statutes Section 236.13(2)(ad)1.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15, 2028, unless extended by the Town Board and the Guarantees (as discussed in Section VII(A)) are extended by the same period of time.
6. The developer shall maintain public streets, unless otherwise approved by the Town Board, until such street(s) have been accepted by resolution by the Town Board.
7. In the event the developer installs any culvert, including driveway culverts, that consists of two or more sections, the developer agrees to provide photographic evidence to the Town Engineer that the joints are properly banded pursuant to Town requirements. All such connections must be approved by the Town Engineer before fill is placed over the culvert.
8. The developer shall furnish "as built" plans showing changes, if any, from the construction plans, pursuant to specifications approved by the Town Engineer. Said "as built" shall be on reproducible mylar and digital file in a format acceptable to the Town Engineer, and shall include field locations and hydrant valves and curb stops, if any, as well as any notable deviations in horizontal or vertical alignment.
9. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone, or debris on the streets no later than the end of each working day. The developer shall have ultimate responsibility for cleaning up any and all mud, dirt, stone, or debris on the streets until final acceptance has been granted by the Town Board. However, the Town shall make

a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone, or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The developer and/or subject property owner shall clean up the streets within 24 hours after receiving a notice from the Town during the week, and within 72 hours if the notice is received after 5pm on a Friday or on a Saturday. If said mud, dirt, stone, or debris are not cleaned up after notification, the Town Board may do so at the developer's and/or subject property owner's expense, at the Town's sole option.

B. SURFACE AND STORM WATER DRAINAGE. The developer hereby agrees that:

1. (Intentionally deleted).
2. The developer shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the Town Clerk's office, and all applicable federal, state, county and Town regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the Town Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the Town Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.
3. The developer agrees that the ~~"as-built" plans for~~ site grading and construction of surface and storm water drainage facilities shall be completed in accordance with the civil plans approved by the Town Board before any building permits are issued.
4. The developer shall maintain roads free from mud and dirt from construction of the development and in accordance with Section I(A)(9) of this agreement.
5. The Town acknowledges and agrees that the site restoration has been completed by the developer and approved by the Town Engineer.
6. The developer shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the Town Board.
7. The Town retains the right to require developer to install additional surface and storm water drainage measures if it is determined by the Town Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable storm water drainage within the development and surrounding area.
8. The developer shall furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the Town Engineer prior to the issuance of any building permit. "As built" plans shall include site grading, ponds, pond outlet structures, manholes, inlets, catch basins, yard drains, sump line connections, and any tracer wire access locations

C. GRADING, EROSION AND SILT CONTROL. The developer hereby agrees that:

1. (Intentionally deleted).
2. The developer shall cause all grading, excavation, open cuts, side slopes, and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications reviewed and approved by the Town Engineer, the Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable,
3. All disturbed areas shall be restored to the satisfaction of the Town Engineer within 30 days of disturbance or at a later date as determined by the Town Engineer in writing. Any cash, surety

bond or letter of credit posted with the Town will not be released until the Town Engineer is satisfied that no further erosion measures are required.

4. If any erosion control facilities (including but not limited to bails, silt fence, and berms) are washed out or otherwise rendered ineffective as determined by the Town Engineer, the developer shall replace said facilities within forty-eight (48) hours of being so notified in writing by the Town Engineer, unless such replacement cannot reasonably be completed within forty-eight (48) hours, in which instance the time for replacement shall be extended until replacement can occur. If the developer fails to reinstall said facilities within forty-eight (48) hours, or until such time that replacement can reasonably occur, of being so notified by the Town Engineer, the Town may (but is not required to) reinstall said facilities and charge 125 percent (125%) of all costs incurred by the Town in so reinstalling said facilities to the developer. The Town may collect this amount from the financial guarantee.
5. Topsoil or grading soils are not permitted to remain on the site longer than (1) one year from the date of the pre-construction meeting with the Town Engineer.
6. To furnish "as built" plans of the site grading in the development, pursuant to the plans and specifications approved by the Town Engineer prior to the issuance of building or occupancy permits, if required by the Town Engineer. "As built" plans shall detail the site grading performed on the site.

D. LANDSCAPING AND SITE WORK. The developer hereby agrees that:

1. The developer shall construct, install, furnish, and provide, without cost to the Town, completed landscaping and site work in specified areas of the project, in accordance with project plan and the Town ordinances.
2. The developer shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
3. Landscaping required by this section is intended to be a permanent site improvement just as any other building, structure, or infrastructure that is necessary to facilitate the intended use of the subject property. As such, all landscaping shall be continually maintained in a live state. Maintenance shall include periodic and timely watering, fertilizing, pruning, and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe, and aesthetically pleasing state.
4. The developer, as required by the Town, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
5. (Intentionally deleted).
6. (Intentionally deleted).
7. The Town has the right to trim and remove any landscape features that would interfere with safe operation and maintenance of the Town right-of-ways and drainageways.
8. (Intentionally deleted).

E. STREET SIGNS AND TRAFFIC CONTROL SIGNS. The developer hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the Town shall be installed by the developer with approval of the Town, and the cost thereof shall be paid by the

developer.

2. All traffic control signs and street signs, as required by the Town shall be installed or caused to be installed by developer within thirty (30) working days of the placement of the first lift of asphalt.

F. (Intentionally deleted).

- G. ADDITIONAL IMPROVEMENTS. The developer hereby agrees that if, at any time after plan approval and during construction, the Town Engineer and developer, in their reasonable opinions, determine that material modifications to the plans including additional public improvements such as additional drainage ways, erosion control measures, or surface and storm water management measures are necessary in the interest of public safety, the Town is authorized to order developer, at developer's expense, to implement the same.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS

Except as otherwise expressly provided for in this agreement, the improvements set forth in Section I above shall be completed by the developer no later than December 31, 2026, unless this ultimate deadline is extended in writing by the Town Board.

SECTION III. FINAL ACCEPTANCE

Throughout this agreement, various stages of the development will require approval by the Town. "Final Acceptance" as used herein, however, shall be after the installation of the final lift of asphalt. The one-year guarantee period provided for in this agreement shall not commence to run until final acceptance. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

SECTION IV. DEDICATION OF PUBLIC IMPROVEMENTS

Subject to all of the other provisions of this agreement, the developer shall, without charge to the Town, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the Town, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the Town shall have the right to connect or integrate other improvements as the Town decides, with no payment or award to, or consent required of, the developer.

Dedication shall not constitute acceptance of any improvement by the Town Board. Improvements to be dedicated will be accepted by the Town Board by separate resolution at such time as such improvements are in acceptable form and according to the Town specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. Developer will furnish proof to the Town, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION

When the developer shall have completed the improvements herein required and shall have dedicated the same to the Town as set forth herein, the same shall be accepted by the Town Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or Town guidelines, specifications, regulations, laws and ordinances and approved by the Town Engineer.

The Town shall provide timely notice to developer whenever observation reveals that any improvements do not conform to all federal, state, county or Town guidelines, specifications, regulations, laws and ordinances,

or are otherwise defective. The developer shall have no less than thirty (30) days from the issuance of such notice to correct or substantially correct the defect, unless such defect cannot reasonably be cured within thirty (30) days, then such time period shall be extended.

SECTION VI. (INTENTIONALLY DELETED).

SECTION VII. GUARANTEES OF IMPROVEMENTS

A. GUARANTEES.

The Developer shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one (1) years from the date of Final Acceptance. This term is known as the GUARANTEE PERIOD. The Developer shall pay for any damages to Town property and/or improvements resulting from such faulty materials or workmanship or other defective conditions arising during the GUARANTEE PERIOD, except for any defects or damages caused by the negligence or willful misconduct of the Town or the Town's agents, employees or independent contractors. This guarantee shall not be a bar to any action that the Town might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations.

Once the improvements are substantially complete, as defined in Wisconsin Statutes Section 236.13(2)(am)2., the developer shall provide financial security in a form permitted by Wisconsin Statutes Section 236.13(2)(am)1m, and as acceptable to the Town Board, in an amount equal to the total cost to complete any uncompleted public improvements plus ten percent (10%) of the total cost of the completed public improvements. Such security shall remain in effect, as financial security for the GUARANTEE for fourteen (14) months after the date of substantial completion (such fourteen-month (14) period referred to herein as the "POST-SUBSTANTIAL SECURITY PERIOD"; and the security provided by this Section is referred to herein as the "POST-SUBSTANTIAL SECURITY"). If the DEVELOPER fails to pay for any damages or defects to Town property and/or improvements, and the Town is required to draw against the POST-SUBSTANTIAL SECURITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of the total cost to complete any uncompleted public improvements plus ten percent (10%) of the total cost of the completed public improvements. The POST-SUBSTANTIAL SECURITY credit shall be reduced from time to time as and to the extent that the portion of work required under this agreement is completed and paid for, provided that the remaining POST-SUBSTANTIAL SECURITY sufficient to secure payment for any uncompleted public improvements plus ten percent (10%) of the total cost of the completed public improvements and also provided that no reduction shall occur until it is approved in writing by the Town Board.

The developer shall give written notice to the Town no fewer than eleven (11) and no more than twelve (12) months after the date of substantial completion, indicating the date that the POST-SUBSTANTIAL SECURITY PERIOD shall expire. Upon receipt of such notice, in addition to such other remedies as the Town may have with or without such notice, the Town may draw any remaining funds from the POST-SUBSTANTIAL SECURITY as the Town deems necessary to complete or to correct any work that is not satisfactorily completed at that time, except for any defects or damages caused by the negligence or willful misconduct of the Town or the Town's agents, employees or independent contractors. Failure of the Developer to provide the notice required by this paragraph shall constitute the Developer's Agreement to extend the term of the POST- SUBSTANTIAL SECURITY PERIOD indefinitely, until such time that the developer provides thirty (30) days written notice indicating that the POST-SUBSTANTIAL SECURITY PERIOD shall expire. to a date that is two (2) months beyond the date that the Developer eventually provides such written notice.

- B. OBLIGATION TO REPAIR. The developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the developer's guarantee and shall leave the improvements in good and sound condition, satisfactory to the Town Board at the expiration of the guarantee period.

C. NOTICE OF REPAIR. If during said GUARANTEE PERIOD, the improvements shall, in the reasonable opinion of the Town Board, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the Developer shall, upon notification by the Town of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the Developer fail to make such repair or replacement within the time specified by the Town in the aforementioned notification, after notice has been sent as provided herein, the Town Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise. The Town Board may draw upon the POST-SUBSTANTIAL SECURITY to pay any costs or expenses incurred in connection with such repairs or replacements, if it is available. Should the costs or expenses incurred by the Town Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the POST- SUBSTANTIAL SECURITY, or should the Post-substantial Security not be available for any reason, then the Developer shall immediately pay to the Town all cost or expense incurred in the correction process. Any such charge not paid by the Developer within thirty (30) days of being invoiced may be imposed against the subject lands as a special charge pursuant to Section 66.0627, Wisconsin Statutes, or assessed. Any such charges or assessments may be imposed on the subject lands, or any portion thereof then owned by the Developer, or then owned by any successor or assign of the Developer including lot owners.

D. MAINTENANCE PRIOR TO ACCEPTANCE.

1. All improvements shall be maintained by the developer so they conform to the approved plans and specifications at the time of their Final Acceptance by the Town Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the Town Board retains the right to complete the required emergency maintenance in a timely fashion and bill the developer for all such associated costs. Said bill shall be paid immediately by the developer. The developer's obligation to maintain all improvements shall expire at the expiration of the guarantee period.
2. Street sweeping and dust suppression shall be done by the developer upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the Town Board. Should the developer fail to meet this requirement, the Town Board may, at its option, cause the work to be done and bill the developer on a time and material basis. Said bill shall be paid immediately by the developer.
3. In the event drainage problems arise within the subject lands or related activities on the subject lands, the developer shall correct such problems to the satisfaction of the Town staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the Town Board is satisfied that the developer has restored all areas which were disturbed because of this development.

SECTION VIII. TOWN RESPONSIBILITY FOR IMPROVEMENTS

The Town shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the Town Board, on any improvements until accepted by the Town Board.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF FINAL PLAT

If developer proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The developer, prior to commencement of the installation of public improvements or other work on site, shall notify the Town of the developer's intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, developer shall make

arrangements to have any public improvements and/or other work on site inspected by the Town Engineer.

SECTION X. FINANCIAL GUARANTEE

- A. 1. Prior to the execution of this Agreement, Developer shall deliver or cause to be delivered to the Town a letter of credit setting forth terms and conditions in a form approved by the Town Attorney in the amount of \$_____, as approved by the Town Engineer as a guarantee that developer will construct the public improvements required by Section I of this agreement (hereinafter called "SUBSTANTIAL SECURITY").

2. Based upon the terms of the Town's subdivision code concerning final plat approval, the Town and Developer anticipate that certain public improvements required under Section I of this agreement) will not be fully completed by Developer before recording of the final plat. Accordingly, Developer's submission of the final plat to the Town for approval shall be accompanied by a certification from Developer estimating the costs to complete all then-remaining public improvements required under Section I. Said certification shall be reviewed by the Town Engineer. At the time of approval of the final plat by the Town, Developer shall file with the Town a letter of credit in a form approved by the Town Attorney in the amount of \$_____ as approved by the Town Engineer as a guarantee that such public improvements will be completed in accordance with the terms of this Agreement. Following the Town Attorney's approval of any letter of credit provided under this Section X(A)(2) as to form, the Town shall authorize the release of any remaining cash or letter of credit then held by the Town pursuant to the terms of Section X(A)(1) of this Agreement.

- B. If at any time:

1. The developer is in material default of any aspect of this agreement, or
2. The developer does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the TOWN Board, or
3. The letter of credit on file with the Town is dated to expire 60 days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
4. The developer fails to maintain a cash deposit, surety bond or letter of credit in an amount approved by Town Engineer, and in a form approved by the Town Attorney, to pay the costs of improvements in the development,

the developer shall be deemed in violation of this agreement and the Town Board shall have the authority to draw upon the cash deposit, surety bond or letter of credit.

- C. The amount of the cash deposit, surety bond or letter of credit shall be reduced from time to time as and to the extent that the portion of work required under this agreement is completed and paid for, provided that the remaining cash deposit, surety bond or letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the Town Board.
- D. The SUBSTANTIAL SECURITY may be replaced with the POST-SUBSTANTIAL SECURITY described in Section (VII)(A) upon substantial completion of the improvements as and to the extent required by Wisconsin Statutes Section 236.13(2)(am)2., upon the written request of the developer and written approval of the Town Board. The SUBSTANTIAL SECURITY is not reduced or terminated by the fact of substantial completion alone, but may be reduced or terminated upon request and approval as described above.
- E. The lending institution or surety providing the irrevocable letter of credit or surety bond shall pay to

the Town Board all sums available for payment under the irrevocable letter of credit or surety bond upon demand, subject to the terms and conditions of the irrevocable letter of credit or surety bond, and upon its failure to do so, in whole or in part, the Town shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the Town Engineer has determined that:

1. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the Town Board.
2. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are approved by the Town Board.
3. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the Town Engineer.
4. All required grading plans have been submitted to, reviewed by and approved by the Town Engineer.
5. The developer has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
6. The developer has prepared appropriate deed restrictions which are approved by the Town filed with the Town Clerk and recorded with the Waukesha County Register of Deeds.
7. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
8. All required "as built" plans for the subject lands have been submitted and approved by the Town Engineer.
9. All public and private utilities have been installed in the subject lands, including street lighting fixtures (unless waived by the Town Board), if applicable, and gas, telephone, electricity and cable.
10. The developer is not in default of any aspect of this agreement.
11. There is no default of any aspect of this agreement as determined by the Town Planner and/or Town Attorney.
12. The developer has delineated the wetlands and other natural areas that are on or adjacent to private lots by means of cedar posts, as approved by the Town Board prior to the issuance of building permits.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS

The Town reserves the right to withhold issuance of any and all building permits if developer is in violation of this agreement.

SECTION XIII. TEMPORARY VACANT LOT MAINTENANCE EASEMENT

Developer shall grant a temporary vacant lot maintenance easement to the Town, in a form that is subject to the approval of the Town Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the Town the temporary right (but not the obligation) to enter upon any vacant lot in the subject lands in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the Town's municipal code. A vacant lot shall include any lot that does not have completed principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the Town in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within 45 days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the Town.

SECTION XV. RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES

The parties intend that all homes in the subject land shall be owned, occupied and used for single family purposes. The parties also intend that homes on the lots will not be left unfinished or unoccupied for extended period of time. Therefore, no more than five (5) lots owned by the developer and/or by any person or entity for the benefit of the developer, shall be subject to a current building permit at any one time. Following the sale and residential occupancy of one such lot, the Town shall issue one additional building permit for an additional lot, and so forth, provided that at no time shall the number of unfinished or unoccupied homes on lots owned, or beneficially owned, by the developer exceed said number.

SECTION XVI. MISCELLANEOUS REQUIREMENTS

- A. EASEMENTS. The developer shall provide any easements including vision easements on subject lands deemed necessary by Town Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.
- B. MANNER OF PERFORMANCE. The developer shall cause all construction called for by this agreement to be carried out and performed in a good and workerlike manner.
- C. SURVEY MONUMENTS. The developer shall properly place and install any lot, block or other monuments required by State Statute, Town ordinance or the Town Engineer.
- D. DEED RESTRICTIONS. The developer shall execute and record deed restrictions in a form that is subject to the approval of the Town Board and Town Attorney, and provide proof of recording prior to sale of lots for the subject lands. The deed restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities and other common areas in accordance with the specifications on file with the Town including such amendments as may be made thereto from time to time by the Town Engineer. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Town Clerk. The developer and/or the Town and/or its agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the lot owner is responsible for cost of the same."
- E. GRADES. Prior to the issuance of a zoning permit for a specific lot, the developer and/or lot owner and/or their agent shall furnish to the zoning administrator of the Town a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

- F. UNDERGROUND UTILITIES. The developer shall install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the developer.
- G. PERMITS. The developer shall provide and submit to the Town requesting the same, valid copies of any all governmental agency permits.
- H. REMOVAL OF TOPSOIL. The developer agrees that no topsoil shall be removed from the subject lands without approval from the Town Engineer.
- I. PARK AND PUBLIC SITE DEDICATION FEES. The developer has met the requirements set forth in Section 480.13 of the municipal code for dedication for park and open space and is, therefore, not required to pay a park and open space fee in lieu of dedication.
- J. PREVAILING WAGE RATES AND HOURS OF LABOR. If any aspect of the development involves a project of public works that is subject to the payment of prevailing wages and hours of labor pursuant to applicable state or federal laws, such as regulated by Wisconsin Statutes Section 66.0903, then all such requirements must be satisfied, including: (1) The developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The developer shall fully comply with the reporting obligations, and all other requirements of such laws; (4) The developer shall ensure that the developer's subcontractors also fully comply with such laws. The developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this Agreement.
- K. NOISE. The developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the subject lands are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.
- L. DEBRIS. The developer shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the subject lands until such time as all improvements have been installed and accepted by the Town Board. The Town shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The developer and/or subject property owner shall clean up the debris within 48 hours after receiving a notice from the Town Engineer. If said debris is not cleaned up after notification, the Town will do so at the developer's and/or property owner's expense.
- M. PUBLIC CONSTRUCTION PROJECTS. If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.
- N. IMPACT FEES. The developer agrees to pay all applicable impact fees as may be required by Town ordinance existing as of the date of this Agreement.
- O. ZONING CODE. The developer acknowledges that the lands to be developed are subject to the Town's zoning regulations and/or Waukesha County's zoning regulations.
- P. TOWN REVIEW. The Town, its officials, employees, and agents agree that they will act in good faith and will not obstruct or delay Developer's efforts with respect to the development, including with respect to the timing, level, or issuance, as applicable, of inspections, approvals, permits, plat approval, and other similar matters, and will treat Developer in a manner consistent with their treatment of other similarly-situated developers and will not arbitrarily impose construction or other requirements on

Developer that could cause undue burdens with respect to costs relating to the development. Nothing in this Agreement, however, shall be considered as limiting the right of the Town to enforce the terms of its ordinances including, but not limited to, its building, land division, and zoning codes. This Agreement shall also not be deemed to constitute a building permit, occupancy permit or any other permit or approval required by applicable federal, state or Town statute, ordinance, code, rule, regulation, order or any other law, or to constitute a waiver of, exemption from, or exception to the need for any such permit or approval.

SECTION XVII. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

The developer shall pay and reimburse the Town promptly upon billing for all verifiable fees, expenses, costs and disbursements that are incurred by the Town in connection with this development or relative to the construction, installation, dedication, and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Town employee costs shall be based on regular Town pay rates (or engineering and administrative overtime, if applicable) plus 40 percent on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the Town. Any such charge not paid by developer within 30 days of being invoiced may be charged against the financial guarantee held by the Town pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats. Any such charges or assessments may be imposed on the subject lands, or any portion thereof then owned by the developer, or then owned by any successor, or assign of the developer including property owners.

SECTION XVIII. GENERAL INDEMNITY

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the developer shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Town, its officers, agents, employees and independent contractors (the "Town Group") arising out of this agreement except as it relates to a breach of this agreement by the Town, or the negligent or intentional acts of the Town Group. ~~growing out of this agreement by any party or parties arising from a breach of this Agreement.~~ The developer shall also name as additional insureds on its general liability insurance the Town, its officers, agents, employees and any independent contractors hired by the Town to perform services as to this development and give the Town evidence of the same upon request by the Town.

All agreements, representations, or warranties made herein shall survive the completion of the work contemplated under this AGREEMENT and the making of the grants hereunder.

SECTION XIX. INSURANCE

The developer, its contractors, suppliers and any other individual working on the subject lands shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts are required by the Town.

SECTION XX. EXCULPATION OF TOWN CORPORATE AUTHORITIES

The parties mutually agree that the Town Chair and the Town Board, and/or the Town Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXI. GENERAL CONDITIONS AND REGULATIONS

All provisions of the Town and County ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length

herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

SECTION XXII. ZONING

The Town does not guarantee or warrant that the subject lands will not at some later date be rezoned, nor does the Town herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIII. COMPLIANCE WITH CODES AND STATUTES

The developer shall comply with all current and future applicable codes of the Town, County, State and federal government and, further, developer shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the Town, County, State or federal government.

SECTION XXIV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS

The developer acknowledges that the subject land is subject to a conditional preliminary plat approval, and a conditional final plat approval by the Town. The developer further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the subject lands is attached hereto and incorporated herein as Exhibit C. If there is a conflict between the conditions as forth in said conditional approvals and the developer's agreement, the more restrictive requirement shall apply.

SECTION XXV. AGREEMENT FOR BENEFIT OF PURCHASERS

The developer agrees that in addition to the Town's rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the subject lands.

SECTION XXVI. ASSIGNMENT

The developer shall not assign this agreement without the written consent of the Town. If required by the Town, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXVII. PARTIES BOUND

The developer or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development of the subdivision.

SECTION XXVIII. HEIRS & ASSIGNS

This agreement is binding upon the developer, owners, their successors and assigns, and any and all future owners of the subject lands (the "successors"). This section allows for Town enforcement of the terms and conditions of this agreement against all such successors, as the subdivider. This section does not, however, grant rights to such successors absent Town written consent, as described in Section XXVI, titled "Assignment."

SECTION XXIX. PHASING OF DEVELOPMENT

The subdivision will be developed in a single phase.

SECTION XXX. SALES OF LOTS

No lots in the subject lands may be sold until the final plat has been recorded by the Waukesha County register of deeds office.

SECTION XXXI. (INTENTIONALLY DELETED)MORTGAGEE CONSENT

~~The undersigned mortgagee of the property identified in Exhibit A, consents to this developer's agreement, and agrees that its lien of mortgage shall be subordinate to the rights of the Town granted by this developer's agreement.~~

SECTION XXXII: RECORDING

This agreement shall be recorded against the subject lands and shall run with the land.

SECTION XXXIII. STORMWATER AGREEMENT

Prior to the sale of any lot in the subdivision, the property owner and/or developer, as applicable, shall enter a stormwater maintenance agreement in a form approved by the Town Attorney and the Town Engineer to ensure the proper maintenance of all stormwater facilities within the subject lands, and such stormwater agreement shall be recorded against the subject lands.

SECTION XXXIV. AMENDMENTS

The Town and developer, by mutual consent, may amend this agreement at any meeting of the Town Board. The Town shall not, however, consent to an amendment until after first having received a recommendation from the Town's Plan Commission.

SECTION XXXVI:

ASSURANCE OF VALIDITY: The DEVELOPER has (or each entity comprising the DEVELOPER, if more than one) has approved the accepted terms and conditions of this AGREEMENT and has authorized the signatories shown below to execute this AGREEMENT on its behalf under the laws of the State of Wisconsin.

SECTION XXXVIII:

NOTICE: All notices, requests, demands, and determinations (individually a "Notice") required under this AGREEMENT (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email. Notices shall be provided to the appropriate person at the receiving party at the address listed below or to such address as a party may designate by a notice given in compliance with this section. Notice shall have been deemed to have been given (i) upon delivery if hand delivered, or (ii) upon deposit in the United States mail, certified mail, postage prepaid, or deposit with a nationally recognized overnight carrier, or (iii) upon transmission by facsimile or email, and each such notice shall be addressed as follows:

To Client: MUNICIPALITY [ADDRESS BELOW]

To Contractor:

Bielinski Homes, Inc.
c/o: Mr. John Donovan
1830 Meadow Lane, Suite A
Pewaukee, Wisconsin 53072
Email: jdonovan@bielinski.com

With copies to (not for purposes of notice):

Dino Antonopoulos, Esquire
O'Neil, Cannon, Hollman, DeJong & Laing S.C.
111 East Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202
Email: dino.antonopoulos@wilaw.com

SECTION XXXIX:

ENTIRE AGREEMENT; RECITALS. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and understandings of the parties with respect to the subject matter hereof. The introductory language and the Recitals set forth above shall be deemed incorporated into, and made part of, this Agreement including their inclusion into the obligations of the developer in Section I. All Exhibits referenced herein are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the developer, ~~mortgagee~~, and the Town have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in two three original counterparts the day and year first above written.

[signature page to follow]

DEVELOPER: BIELINSKI HOMES, INC

By: _____
Paul Bielinski, President and CEO

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named Paul Bielinski, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

TOWN OF EAGLE

Chris Mommaerts, Town Chair

ATTEST:

Mercia Christian, Town Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2026, the above-named Chris Mommaerts, Town Chair, and Mercia Christian, Town Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Town Chair and Town Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers of said municipal corporation by its authority and pursuant to the authorization by the Town Board from their meeting on the _____ day of _____, 2026.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

PENDING EAGLE ZONING VIOLATIONS
TOWN AND COUNTY VIOLATIONS

This list is for informational purposes only and no discussion or action will be taken on these matters. *Italics indicates new information since last update.*

TOWN VIOLATIONS

Tom Reynolds, S70W35196 TOWNSHIP ROAD X

8/21/24: RL conducted site visit from the road. Met with CM and SJ to discuss the history of the property and next steps. It was identified that the building permit had expired. Violations appear to include, at a minimum, business without permits (commercial greenhouse/food processing), disrepair of building (greenhouse) and expired permits. SJ stated that he will try to make contact with the owner first.

9/24/24: It was relayed to RL that at least two attempts have been made by SJ to contact the owner by site inspection. RL will consult with Town Atty to discuss next steps.

11/7/24: Met SJ and owner on property. Owner gave a tour and explained the farming operation (Alchemy Acres). it runs like a co-op where people come and pick up their order or they will deliver it. It's all local people. He grows and sells, fresh produce and modifies some of it by fermenting it. He creates dried herbs and juices produce. He does not participate in any markets. He does not sell mead and understood he was denied that permit. He does have agricultural equipment lying around the property (soil steamer, pallets, wheelbarrows). He was in the middle of siding the addition and there were construction materials that needed to be cleaned up. Has chickens and 4 hoop houses near the house, + approximately 10 hoop houses out in the field. He is there on T/R/S and some Sundays. Typically, no one there on M/W/F. When asked about mowing around the fields, he indicated that it would disrupt the habitat of insects that would turn to feeding on the crops. Chickens on site. Was willing to put up vegetative screening around the property near the roads but wants to make sure it's beneficial to his operation. The property is currently being transferred to an LLC where it will be employee-owned.

11/21/24 RL spoke with WC Environmental Health Division (EHD). They are trying to contact the owner to better understand what types of products are being made. No licensing has been given. RL needs to review ordinance and provide owner with what options might be available. May need to involve Town Atty.

1/10/25 Reviewed zoning code for possible options for owner. Can apply for a Greenhouse CU and can continue to grow produce on site. However, there does not appear to be a path in the code to support accessory agricultural uses such as production of teas, juices, herbs, etc. Junk, debris, general yard property maintenance must be explored by the Building Inspector.

1/27/2025 RL has received information from EHD that they do not appear to have enough proof to post a Cease and Desist order, but will be sending a letter reminding property owner of proper permitting. RL and EHD are drafting separate letters regarding the applicable violations to achieve voluntary compliance.

2/21/25 No update.

Early March 2025: Environmental Health Division send letter to property owner notifying him that food processing without proper food grade protection or proper state and local licensing is a violation of state codes.

4/7/25 Planner notified of someone living in a camper on site.

4/16/25 Planner drove by property. Camper had been removed. Some building materials removed.

Approximately 20 greenhouses present.

6/6/25 Letter with attachment of code references and application sent to property owner via mail and email, requesting the property be brought into compliance with town ordinances, including the property maintenance code and the zoning code. Applications were requested by July 1 and permission to re-inspect the property was requested to be granted by June 25, 2025.

6/26/25 Staff received an email from the property owner regarding the letter noted above.

10/23/25 Staff met with Mr. Reynold's on his Road X property, but was not given permission to inspect. Inspected property from the driveway, ROW, and neighboring property and observed sheep.

11/5/25 Joint meeting held at the Town Hall to discuss the violation with Mr. Reynolds and to hear neighbor concerns.

11/17/25 Town BI inspected Mr. Reynold's property. Structure which lacks an active Building Permit has been improved, however, no progress has been made on the remainder of the property/violations.

11/19/25 Conference call with Planner, Town Chair and Waukesha County Planning Manager to discuss strategy. Planner will send a letter prior to end of the week clearly outlining the violations and establishing a short window in which to gain compliance. Failure to do so will result in citations and likely a lawsuit.

12/8/25 Violation letter drafted. Staff is seeking input from Environmental Health on additional violations.

12/15/25 Meeting with Waukesha County Environmental Health staff to discuss violation and possible health code violations.

12/18/25 A violation letter was sent to the property owner establishing a **January 5, 2026**, deadline for compliance.

1/5/26 Property owner responded to violation letter, refuting that the property is in violation.

1/7/26 Discussed the violation at the joint meeting of the Planning and Zoning Commission and Town Board. Town Board will discuss before bringing it back for action in February.

2/4/26 Anticipated Town Board Action

2/27/26 Staff met with legal counsel and is continuing to collect information and formulate next steps.

4/22/26 Staff is determining how to move forward with issuing citations and will reach out to the town and town atty when ready to issue.

5/6/26 *Staff obtained citation book and town information. Will begin working on citation issuance. (Pending, JH/KS)*

COUNTY VIOLATIONS

Jeffrey and Heather Sorenson, W345 S10503 CTH E

Constructed a fence within the shore setback area

10/28/24 Complaint received about a fence that had been constructed around the property within the shore setback area.

11/19/24 Need to contact property owner(s) to schedule a site inspection.

12/10/24 Contacted owners to schedule an inspection.

1/28/25 No response from owners. Need to follow up to schedule inspection and/or require removal.

02/07/25 Violation reassigned to AT. Request to Inspect letter sent 02/10/25.

02/18/25 Owner (Heather Sorensen) called AT and stated fence was placed as a way to prevent neighbor's dog from crossing into property (dog had previously bit their child). Wants to know what can be done to keep the fence. Other neighbors are their cousins and they love having the fence. Was not aware a fence required a permit. AT will conduct site visit on 02/25/25.

02/25/25 Site visit showed white fence along southern lot line. Property also had sections of black metal "decorative" fencing (mostly along the southeast property line near retaining wall), more panels of this fencing are stacked off to one side. Tall black fence along SW corner of home (not permitted in the 2021 addition ZP). Currently reviewing the approved landscaping plan to confirm compliance with replanting requirements.. Will need to send follow up letter.

04/10/25 Violation compliance letter sent. Deadline to remove all fencing w/in 75 feet of shore is May 22nd. Will need to conduct site visit after deadline to confirm continued compliance.

05/27/25 Site visit scheduled for 05/29/25

06/09/25 Neighbor emailed POD that owner has told other residents that he is not going to take the fence down because it is for his children's safety. He started to do the removal and then stopped and plans to put it back up. "Is safety a reason he can put the fence back up?" I informed neighbor that I will be onsite this week and if they put the fence back up after my visit, she should contact me.

06/11/25 Site visit showed panels have been removed from fence along lot line (panels are laying in a pile along the shore) but posts are still present. Tall black fence by SW corner of house is still present. Owner would like to keep this fence and some black fencing along the steep retaining walls as his son is autistic and doesn't have any safety awareness so they are concerned he would fall down the steep retaining walls.

06/11/25 Spoke with supervisors. Will conduct another site visit to ensure the posts have been removed and will advise owner that a variance is needed to retain the black fencing near the retaining walls since it is within 75' of the OHWM.

06/30/25 Neighbor emailed photos. Stated that "The plan for the neighbors appears to be that they will leave in the posts and lean the fencing against it. I'm guessing they feel it is then no longer a permanent

structure and rules don't apply to it. He has recently installed solar lights on the top of each post, so I assume he is keeping them in long term. It both looks horrible, and has to be a technicality for leaving it in place. I can try to take more pictures if you need them. It is difficult to see how he has leaned the fencing slats against the post, but easy to see in person. "

07/10/25 Compliance letter sent. They will have until July 25th to remove remaining post and fencing or will need to apply for a variance by that deadline to keep any of the fencing (even around the retaining walls)

07/21/25 Spoke w/ Jeff Sorensen as he left a call w/ POD that he wanted to talk with me. I told him I can email the variance application. Said that he would need to provide proof of hardship that is not personal in nature. He said that of course this is personal and that he's trying to keep his kids safe. I gave him an example that say you had more kids than the number of bedrooms available that is a personal consideration. He understood what I meant but was not happy about it. Emailed his wife the application and reminded them of the July 25th deadline to apply by.

07/28/25 No application for variance received on or before July 25th. Will conduct site visit to find out if fencing is still present.

08/04/25 Called owner, they said application was coming via certified mail.

08/07/25 Application arrived, AT received application and routed to admin for processing.

11/20/25 Variance went before County BOA in October. Requested tabled, as owners were not in attendance and neighbor raised concerns which need to be addressed by the owners. BOA likely to take action at the January meeting.

12/22/25 Item will be on the January BOA agenda for action.

1/14/26 Variance request approved by the County BOA. Owners need to submit a survey showing the location of the fence and record a Deed Restriction prior to Zoning Permit issuance. A violation letter will be sent establishing deadlines for compliance.

2/18/26 Violation letter sent. Deadline for ZP appl and deed restriction is March 18th 2026.

04/07/26 *The 3/18 deadline has passed and no application has been received by PZD. JH suggested calling or emailing to make contact and follow up with a formal letter if there is no reply.*

04/09/26 *Staff sent an email to the owners following up on permit requirements.*

04/21/26 *Jeff Sorensen called to talk about fence issue and left VM.*

04/23/26 *AT called Jeff to talk about permit requirements, left VM and sent email to wife with instructions to call me back. No response was received.*

05/05/26 *Left VM with Jeff and emailed him and his wife letting them know I'll be stopping by to confirm the fence has been removed as they have not applied for a zoning permit.*

05/05/26 *Site visit revealed garden fencing along retaining wall, white posts still present, white and black metal panels laying on ground, and the fencing by the retaining wall still present. Jeff said he has had heart surgery, 2 concussions, and a stroke (which was his reasoning for why he and his wife had not responded to my calls and emails). He expressed an interest in planting vegetation to screen his property. He wanted to know why they could not put up a white picket fence and he was still interested in fencing the north side of the property from the detached garage along the house to the shore for their dogs and son's safety. AT told him she was not involved in the variance process and Evan can give him a call to discuss.*

05/06/26 *AT sent an email with the variance approval info and site plan to the owners. She requested they have application materials submitted within 2 weeks or request more time.*

05/13/26 *AT left a voicemail with both Jeff and Heather with instructions to call me with questions on the approval so we can get the ZP addressed. AT reminded them of the deadline to have application info and plans submitted by 05/19/26.*

05/19/26 *AT discussed with JF – it was decided to give them 3 weeks to have application with plans submitted. Once they submit the ZP Appl, they will have 1 month to get the fencing up. Jeff called Evan to discuss the BOA approval. Jeff said that he was not a part of any discussion on the location of fencing and that what was approved by BOA would not protect his son. He threatened to sue based on noncompliance with ADA. Discussion with JF and EH – moving forward, ensure all correspondence is via letter; don't waste time trying to get a hold of them over phone or email. We will issue citations if they continue to leave it as is or don't get a permit. Evan will let them know that AT will be sending letter giving them 3 weeks to apply. In discussion with EH, Evan mentioned that there isn't a paper trail and that they agreed on the staff recommendation and options for the fence but EH had phone conversations with them on what PZD was recommending for approval and what the decision from the BOA was so they were not in the dark about it.*

05/20/26 Violation draft letter sent to JF to review. (Pending, AT)

Rachel and Jeff Schaefer, S101W34695 CTH LO;

Junk, work w/o permits, structure in disrepair

8/5/2021: Received complaint regarding junk, work without permits and residence/fence in disrepair. After multiple attempts, our office was unable to inspect the property.

Summer 2023: Owner contacted the office in summer of 2023 for a zoning permit. Our office 10/23/23: County sent a letter that stated the following: Listing photos revealed miscellaneous junk was present and viewable to the present. Owner was made aware of the active violation on the property. He granted our office permission to inspect over the phone.

6/2/23: A site inspection was conducted, revealing land altering activities with new basement construction. In addition, multiple items regulated as junk including an unlicensed boat, inoperable boat trailer, broken hot tub, construction materials, buckets and other miscellaneous items were observed. The owners had deadlines of 6/23/23 to submit a zoning permit application and 7/10/23 to remove junk from the property.

10/16/23: Another site inspection was conducted which revealed little progress had been made and a majority of the junk and miscellaneous materials remained on-site and visible. No zoning permit application had been received at that time either. Deadlines of 11/6/23 and 11/27/23 were given to apply for a ZP and remove the junk-type items, respectively. Note: the staff person involved soon after left the county and the violation was reassigned.

April 2024: Citations were issued 5/6/24. The owner was scheduled a court date of 6/5/24 and failed to show. Corp Counsel stated that she waits a month and if the owners do not contact them to reopen the case, it is closed out after a month. Corp Counsel suggested that a follow-up letter be written.

9/26/24 Staff working with Corp Counsel to get clarity on next steps.

11/15/24 A violation letter was sent to the subject property on 11/15/24. It appears a previous employee was able to contact the owner using that address (I have been using the mailing address on file with tax listing). The owner was given a deadline of 12/2/24 to submit a zoning permit and minor grading permit application and remove junk-type items from the property. No further extensions will be granted; additional citations will be immediately issued if the permits are not applied for and/or the property is not in compliance with the Ordinance.

12/4/24 Owner applied and paid for an ATF zoning permit for the replacement/repair of the residence's foundation. There is a discrepancy between the survey we have on file and GIS. It appears some of the lots in this subdivision were redescribed in 1978 (?). Tax listing is looking into the discrepancy and we have not heard back.

1/27/25 Emailed Tax Listing for a second time to obtain information on the right of way discrepancy. Another attempt will be made. KSF

3/30/25: Emailed tax listing for a third time to obtain information on the right of way discrepancy. No response.

4/1/25 Called owner and left a voicemail stating that I would conduct a site inspection in the near future.

4/10/25 Conducted site inspection which revealed miscellaneous junk and construction materials were still present on the property in addition to a vehicle that is not registered. Items that were present include: buckets, bricks, miscellaneous wooden items, ladders, a cement mixer, a trailer, tree stumps, a refrigerator, plywood, a fish tank, and a large pile of decorative stones. I did not walk the entire property.

4/11/25 A violation letter was sent, with a deadline of 5/30 to bring property into compliance.

4/22/25 Received call from owner stating the tires have been placed on the trailer and he will need to call a junk removal company for the refrigerator. The septic system was pumped on 4/18 and the PSE was issued.

4/24/25 Zoning Permit E24:019 was issued and a new deadline of 6/30 was granted to remove the remaining items.

5/28/25 The owner has until 6/30 to remove the remaining items (junk, construction materials, etc.). A site inspection will be conducted on or shortly after that deadline.

6/20/25 No update as deadline is still pending.

7/28/25 Site inspection conducted, which revealed minimal progress. The refrigerator is gone and all the vehicles are registered. The deadline to complete the basement and remove the construction materials is October 24. The owner stated he would start getting rid of junk items on and near back porch.

11/20/25 Jeff called a couple weeks ago and staff has been playing phone tag. Staff will try to contact him again and schedule a site inspection.

12/26/25 No update; staff will attempt to contact owner.

1/28/26: Spoke with owner regarding progress on junk cleanup and basement construction. He said he is still working on the basement; has a couple footings and a beam. He stated the yard is "pretty well cleaned up", that some of the remaining items will go into the basement when it's done. We agreed that he has until the zoning permit expires (10/16/26) to complete the basement, but I will follow up in June to check progress. Will send a follow up letter with a June deadline to clean up property.

2/27/26 Follow-up violation letter pending review by supervisor.

3/4/26 *Violation letter sent to owner stating deadline to complete the basement and remove junk items from property is 10/16/26. (Pending, KS)*

Bernard and Clara Erdmann, W345S10433 WAMBOLD RD

Construction/remodel of structure located within floodplain and not conforming to offset.

6/3/25 Complaint received about construction/remodel of structure located within floodplain and not conforming to offset.

06/14/25 Violation reassigned from Ken Smith to Anna Tuinstra.

6/20/2025 Violation letter mailed.

06/27/25 Daughter of owner called. Said their dad (the owner) had extended the roof line in 2017 and also added boards to the back for their pontoon boat to be protected. This past year their nephews put boards on the sides of it to protect it from leaves. There is also a fence along the back wall (SW side) that "may or may not be on the lot line". Their neighbor had given them a "warning" that any further improvements to the structure she would report it as a violation because they did not have any permits and the structure is in the floodplain. They describe the structure as a "boat shelter". They are willing to comply with our requirements. Depending on the improvements an ATF ZP may be needed.

07/16/25 Site visit w/ EG and son of homeowner. Said the fence used to be wire and the neighbor's tree fell on it. They replaced the fence with wood instead of the wire because the wood fence blocks the leaves from coming into the boat storage area. The "carport"/boat storage area has strange internal retaining walls that apparently the owner cut away some of the space to make it more level? The fencing does fit better with the adjacent buildings than the existing wire fence. The neighbor has been cleaning up her property so the white fence is possibly more visible to them compared to the wire fence but it all has been existing on the property since maybe the 80s?

07/21/25 Discussed VL w/ JH. We need proof that the overhang and walls of the "boat shelter" have been present for more than 10 years. Otherwise they will need to remove it or apply for ATF variance.

08/15/25 Deadline to remove is moved to September 15th as owner of property is in the hospital.

11/20/25 Structure has been removed, per violator. Need to verify via site visit.

12/26/25 Inspection still needs to be completed, as assigned staff has been out on medical leave. Plan to inspect in early January for compliance.

1/28/26 Site visit completed on 1/26/26 showed walls are removed but overhang is still present and pontoon boat is located under the structure. Could not tell if fencing was present or not. Will send follow up email to check in on what a good timeline would be for them. Google search showed the owner of the property died in October so I will email the daughter with condolences and next steps to return property to compliance. Email sent 01/27/26

01/28/26 Phone call with daughter (now owner of property along with her siblings). Said they left the minimum amount there to cover the boat. Informed them it is still a structure and will need to be removed. Deadline moved to March 31st for removal of structure due to scheduling constraints of owner and weather.

03/11/26 Julie (current owner) contacted AT to ask if deadline for structure removal can be moved to May given the weather changes this time of year. Discussed with Jake, and the deadline is moved to May 1st.

05/05/26 *Site inspection confirmed structure has been removed. Will send closure letter.*

05/18/26 *Violation Closure Letter sent to JH to review. (Pending, AT)*

Patrick Schreiber, W345 S10483 CTH E

Storage of construction equipment, business materials and a junk boat

12/5/25 Complaint received with photos showing construction equipment.

12/26/25 Violation letter sent to property owner.

1/28/26 Spoke on the phone with owner, he explained both boats that are on the property are operable boats. He sells Bobcats for a living, so he has a branded truck and a trailer. He said the Kubota and backhoe are no longer on the property; said they were there because he did some work (will get clarification at site visit). He is not currently living there but will be in the future. He wants to be present for the inspection, and we are planning it for the week of 2/1

2/4/26 Staff met with Mr. Schreiber on the property. The Kabota and backhoe were not present. The two boats are operable; one has an active license with the DNR and one has an expired license. There are 2 trucks on the property that are operable. Mr. Schreiber is seeking clarification about what can be stored on the property once he is actively living there; he may have a trailer or equipment with him from work but it will not be permanently stored on the property. He said he did some vegetation removal to clean up the lakefront/dam parcel. He does not have a garage but is interested in building one in the back of the house.

2/27/26 Violation letter pending review by supervisor stating proof of registration for the boat and vehicle without a sticker and license, remove what appears to be an uncovered carport, and a vegetation removal plan of work that had been completed. Deadlines to be determined.

04/20/26 - A deadline was set for March 20th and the applicant did not respond. A new deadline has been set for May 1st, for the applicant to provide proof of registration for the unlicensed boat/vehicle, removal of carport, and details of any vegetation removal that took place on the site.

5/14/26 *The owner submitted the requested items. Proof of registration for the boat has been provided and the vehicle and uncovered carport have been removed from the property. The owner provided information on what vegetation removal was completed on the adjacent site and it has been determined a vegetation removal permit is not needed. Staff is awaiting photos from the owner to officially close out the violation. (Pending, EG)*

NOTES:

This list of zoning violations in the Town of Eagle are pending with the Town of Eagle and/or with Waukesha County PZD. The list is provided to the Town each month at the request of the Town Plan Commission.