

MEETING NOTICE & AGENDA
VILLAGE OF NORTH PRAIRIE
PLANNING COMMISSION MEETING
North Prairie Village Hall - 130 N Harrison St.
August 12, 2025, at 6:30 P.M.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of July 8, 2025, Plan Commission minutes.
5. Discussion and/or Action: Status update from Mr. Steve Styza regarding The Glen at the Broadlands.
6. Discussion and/or Action: Review of "The Glen" documents presented:
 - a) Plan Review – Lynch & Associates – July 3, 2025
 - b) Developer's Agreement – July 10, 2025
 - c) Condominium Declaration – July 22, 2025
 - d) Subsurface Exploration & Drainage Evaluation – Mar. 30, 1998
 - e) Soil Evaluation Report – Sept. 1, 2022
7. Motion to adjourn.

It is possible that members of and possibly a quorum of members of other government bodies of the municipality may attend the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, please contact the Village Office at 262-392-2271.

Submitted by:

Evelyn Etten

Administrator/Clerk/Treasurer

August 8, 2025

VILLAGE OF NORTH PRAIRIE
PUBLIC HEARING & PLANNING COMMISSION MEETING - MINUTES

North Prairie Village Hall - 130 N Harrison St.

July 8, 2025, at 6:30 P.M.

1. Call to Order – The meeting was called to order at 6:31 pm by the Village Administrator.
2. Roll Call – Present: Dan Miresse, Deb Hall, Tim Paulson, Dave Stellpflug, Mike Radomski. Absent/Excused: Mike Schrelber
3. Pledge of Allegiance
4. Approval of June 10, 2025, Plan Commission minutes - Deb Hall motioned to approve the June 10, 2025, Plan Commission minutes as presented, second by Tim Paulson, no further discussion, **motion carried.**
5. **Public Hearing:** To consider amending the Conditional Use Permit initially granted March 11, 1999, CSM# 8544, Lot 2, known as the Broadlands with respect to permissible land uses on an undeveloped parcel (NPV 1563994), known as the Glens to accommodate two-family housing as proposed. – Deb Hall motioned to open the public hearing to consider amending the Conditional Use Permit initially granted March 11, 1999, CSM# 8544, Lot 2, known as the Broadlands with respect to permissible land uses on an undeveloped parcel (NPV 1563994), known as the Glens to accommodate two-family housing as proposed, second by Dave Stellpflug, **motion carried.**
 - a) Public comments on the proposal to amend the conditional use permit – Given no public comments - Deb Hall motioned to close the public hearing, second by Mike Radomski, **motion carried.**
 - b) Plan Commissioners comments on the proposal to amend the conditional use permit. – Discussion was held regarding the change in the setback from 50' setback to 35' by Augusta Way. This is the only street impacted. Deb Hall confirmed that this amendment is to allow for (6) Two-family units and (12) Four-family units for a total of 60 dwellings. We need to add a drafted by line on the document. Discussion was held regarding the village attorney's recommendation to add Addendum A. The plan commission decided not to add Addendum A to the third amendment to the conditional use permit.
 - c) Motion to Close the Public Hearing. – Deb Hall stated that she may have closed the public hearing too soon according to the agenda items. Therefore, she motioned to re-open the public hearing for comments, second by Dave Stellpflug, **motion carried.** No public comments were made. Deb Hall motioned to close the public hearing, second by Tim Paulson, **motion carried.**
6. Discussion and/or Action: To approve the third amendment of the Conditional Use Permit for the Broadlands to allow two-family housing as proposed – Tim Paulson motioned to approve the third amendment to the Conditional Use

Permit initially granted March 11, 1999, CSM#8544, Lot 2, known as the Broadlands with respect to permissible land uses on an undeveloped parcel (NPV 1563994), known as the Glens to accommodate two-family housing as proposed, with the addition of the drafted by added to the amendment, second by Deb Hall, **motion carried.**

7. Discussion and/or Action: Status update from Mr. Steve Styza regarding The Glen at the Broadlands. Mr. Styza has submitted the plans to Lynch and Associates for review. He mentioned he wants to get started with construction prior to getting the gas and electric service in. His attorney is finishing the septic agreement. Both attorneys are kicking the developer's agreement back and forth. The last update was sent to the village's attorney on 07/01/25 and awaiting a response. The condo agreement is modeled after past practice and experience not the same as Eagles Cove Condo agreement. Eagles Cove has an easement agreement with the Broadlands for shared landscape areas (mulch, cutting etc.) and who is responsible for maintenance. This will not apply to the Glen at the Broadlands. They will reference storm water easement in the Glens. The golf cart ordinance includes all of Broadlands and ends at Sadd Street, this is not an issue. A letter of credit will be issued regarding the streets and water. The water main easement needs to be to the Village of North Prairie, then the Village of North Prairie will give the easement to Prairie Village Water Trust. Deb Hall questioned if Lynch and Associates is acting our planner and engineer – Tim Lynch is the contact person. Deb Hall directed Administrator Etten to confirm that this statement is true. **No action taken.**

8. Discussion and/or Action: Regarding combined gap lot with existing homestead lot 7, located at W349 S4904 Kingdom Drive, Ottawa by owners Boyd & Susan Miller, per CSM, Town of Ottawa – Extra-territorial.

Deb Hall motioned to recommend the village board to approve the combination of a gap lot with existing homestead lot 7, located at W349 S4904 Kingdom Drive, Ottawa by owners Boyd & Susan Miller, per CSM, Town of Ottawa as proposed per the plan commission, second by Tim Paulson, no discussion, **motion carried.**

9. Motion to adjourn. Deb Hall motioned to adjourn at 7:06 pm, second by Dave Stellpflug - **Motion carried.**

Submitted by:

Evelyn Etten

Administrator/Clerk/Treasurer

June 24, 2025



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

MEMORANDUM

Date: July 3, 2025
To: Dan Scherer, P.E., Trio Engineering
From: Dan Meier, PE
Copy: Steve Styza
Subject: **Glen At Broadlands – Plan Review**

The applicant, Cornerstone Development, has submitted improvement plans for a 16.17 acre multi-family development located in the northeast corner of the intersection of St. Andrews Boulevard and Augusta Way in the Village of North Prairie, Tax Key NPV1563994. The development will consist of twelve 4-unit buildings, six two-unit buildings and 18 septic fields. It also includes 1,500 feet of water main and 1,150 feet of private roadway. Civil Plans dated June 4, 2025, were submitted for review along with a Storm Water Memo dated June 3, 2025.

We have completed our review of the submitted materials in accordance with Village ordinances and good engineering practices. Although the material has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data for compliance with all applicable state statutes and local ordinances.

Staff Comments:

1. Provide a photometric plan to ensure adequate illumination and compliance with site requirements in the Village Code.
2. Show parking locations that meet Village Code requirements.
3. The private road shall be posted as a fire lane and no parking is allowed.
4. Provide a landscaping plan.
5. Provide entrance sign details.
6. Include apron end walls for all the driveway culverts.
7. Select backfill is required within the Village right of way for all utility trenches, add a note indicating this or a detail showing backfill requirements.
8. Soil boring logs are required for all proposed septic field installation locations.
9. Revise the erosion control plan to show fencing or other measures to protect septic drain field installations.
10. The existing and proposed grades under septic areas 12 through 18 is very shallow. Provide more detail on how positive drainage for the area.

Water Main Sheets:

11. Live tap of the 12- main is not allowed, a 12x8 Tee is required.
12. Tracer wire boxes are required for all hydrants and services.

13. Note on the plans/specifications the manufacture and model of hydrants, valves, and services that conform to Village specifications. The village is working on development standards, so a written approval from the Village will be adequate.
14. Sheet C5.1: show hydrants and valves in the profile and be sure minimum cover is achieved at all locations or require insulation.

Storm Water:

15. No on-site storm water management is shown for volume or water quality. Provide documentation that Pond 3 provides all treatment for this site and that all WDNR requirements will be met.

Recommendation:

It is recommended to address staff comments and re-submit.



III

LOCATION MAP
NOT TO SCALE

811 **CALL BEFORE YOU DIG.**

CONTRACTOR IS REQUIRED TO CONTACT DIGGING HOTLINE TO BE FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING A WORK AREA NOTICE BEFORE EXCAVATION.

KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

WITH EXISTING UNDERGROUND UTILITY INFORMATION OBTAINED FROM AVAILABLE RECORDS, THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL INFORMATION, VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR THAT THE INFORMATION IS A CONDITION OF THE CONTRACT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



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PROJECT:
GLEN AT BROADLANDS
VILLAGE OF NORTH PRAIRIE, WISCONSIN
BY: CORNERSTONE DEVELOPMENT
N63 W23647 MAIN STREET
SUSSEX, WI 53089

REVISION HISTORY	
DATE	DESCRIPTION
03/01/20	PRELIMINARY SUBMITTAL
07/03/20	POST-INDUSTRY SUBMITTAL

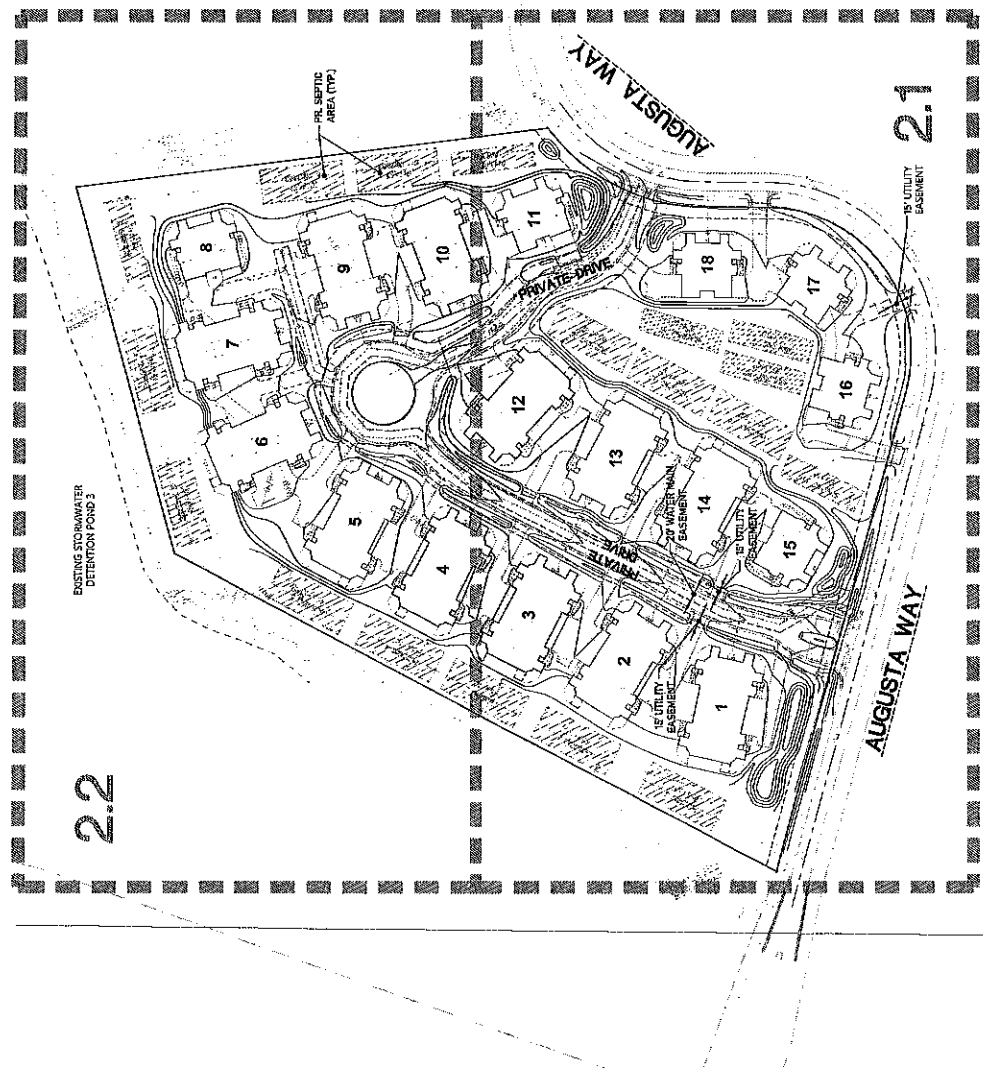
DATE: JUNE 3, 2025

JOB NUMBER:
24-34-1271

DESCRIPTION:
MASTER GRADING &
DRAINAGE PLAN

SHEET

C2.0



SEPTIC NOTE:
CONTRACTOR SHALL MINIMIZE COMPACTION
OF PROPOSED SEPTIC AREAS. EQUIPMENT
TRACKING SHOULD BE MINIMIZED AND/OR
AVOIDED. (TYP.)



811

CONTRACTOR IS REQUIRED TO CONTACT DIGGING HOTLINE TELL
FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR
TO COMMENCING THE WORK. NECESSARY STATEMENTS
REQUIRE MIN. OF 2 WORK DAYS NOTICE BEFORE EXCAVATION
KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE CONTRACTOR'S FIELD VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SMALL OR LARGE. AS A CONDITION OF THIS CONTRACT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATIONS OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

[illegible]

Project:
GLEN AT BROADLANDS
VILLAGE OF NORTH PRAIRIE, WISCONSIN
BY: CORNERSTONE DEVELOPMENT
N63 W23869 MAIN STREET
SUSSEX, WI 53089

REVISION HISTORY	
DATE	DESCRIPTION
05/01/20	PRELIMINARY SUBMITTAL
06/02/20	PRELIMINARY SUBMITTAL

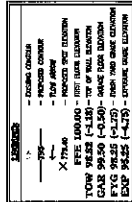
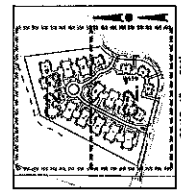
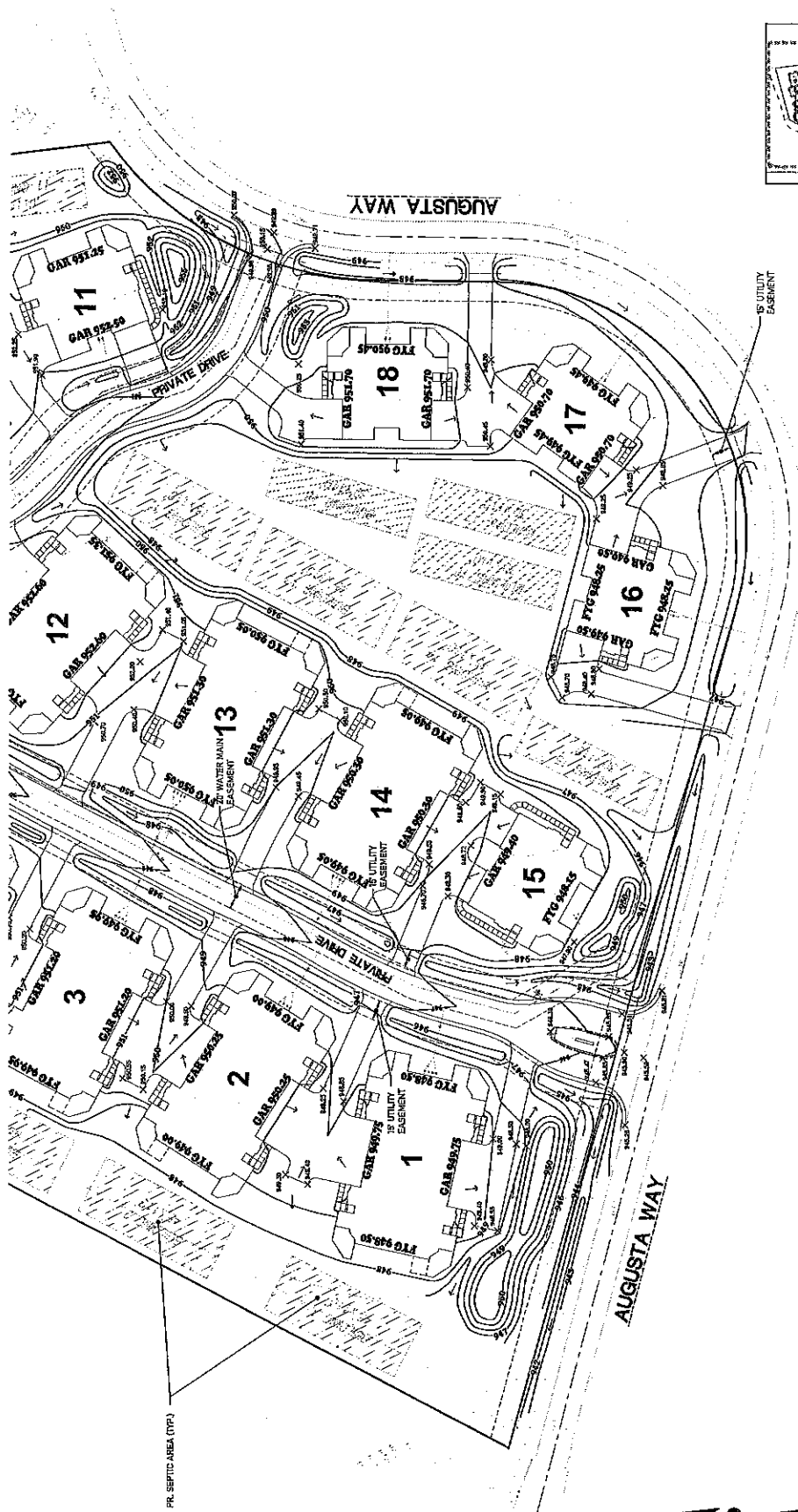
DATE: JUNE 3, 2025

JOB NUMBER:
24-34-1227

DESCRIPTION:

SHEET

C2.1



NOTE: THE UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN INFORMATION ON UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.



811 CALL BEFORE YOU DIG

CONTRACTORS ARE REQUIRED TO CONTACT CHARTERED FLUKE TOLL FREE 1-800-4-A-FLUKE PRIOR TO CONDUCTING ANY WORK THAT MAY REQUIRE USE OF A WORK DIGGING SERVICE. THE EXAMINATION, RECORDING AND REPORTING OF THE LOCATION OF UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE CHARTERED FLUKE SERVICE OF THE LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

EOP: EDGE OF PAVEMENT



PROJECT:
GLEN AT BROADLANDS
VILLAGE OF NORTH PRAIRIE, WISCONSIN
BY: CONNERSTONE DEVELOPMENT
SUSSEX, WI 53089

REVISION HISTORY	
DATE	DESCRIPTION
05/01/25	PRELIMINARY DRAFT
06/02/25	PRELIMINARY DRAFT

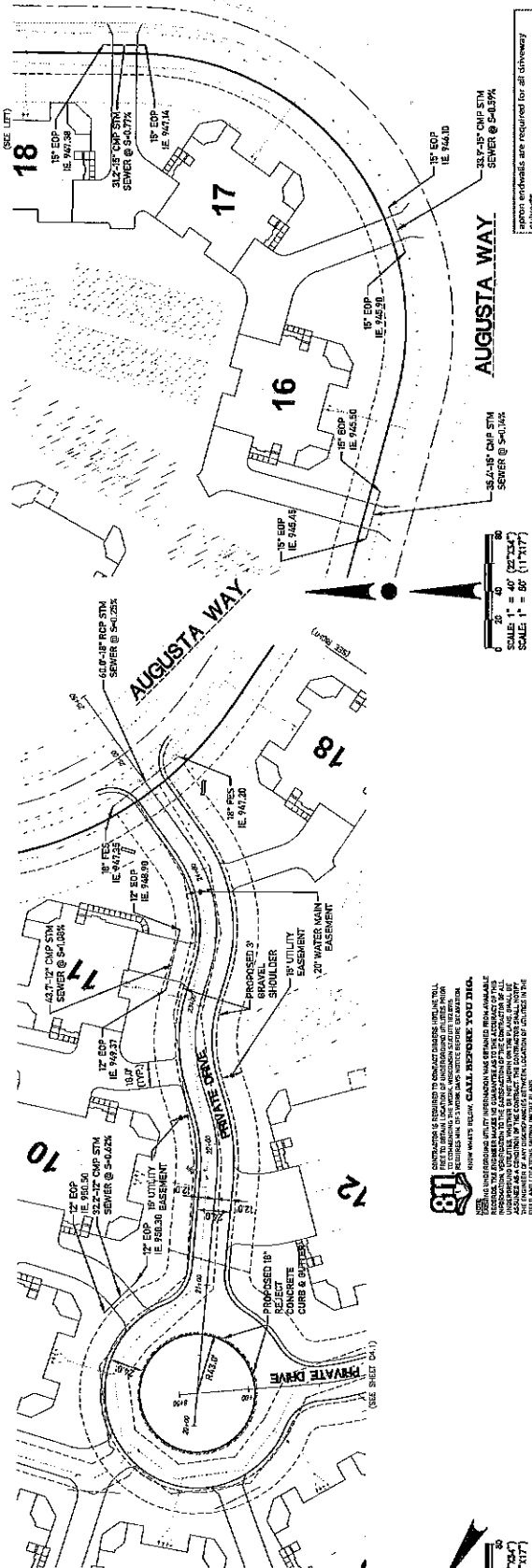
DATE
JUNE 1, 2023

JOB NUMBER:
24-34-1027

DESCRIPTION:
ROADWAY AND
STORM SEWER PLAN
& PROFILE

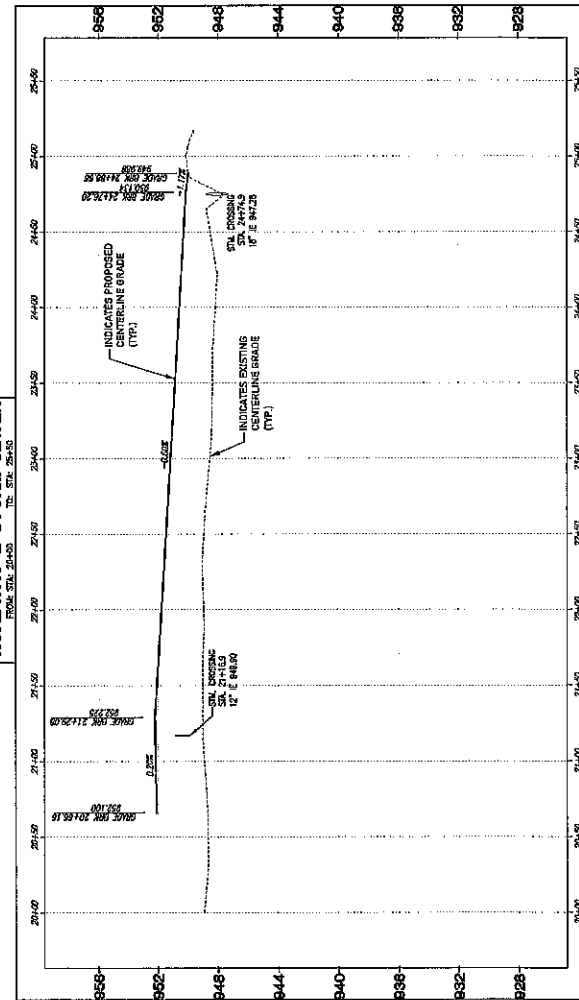
SHEET

C4.1



CONSTRUCTION IS REQUIRED TO CONDUCT TRENCHING AND LAYING TRENCHES TO BE MAINTAINED AND PROTECTED BY THE TRENCH SHIELDING SYSTEM. THE TRENCH SHIELDING SYSTEM SHALL BE MAINTAINED AND PROTECTED BY THE TRENCH SHIELDING SYSTEM. THE TRENCH SHIELDING SYSTEM SHALL BE MAINTAINED AND PROTECTED BY THE TRENCH SHIELDING SYSTEM.

ROADWAY & STORM SEWER
FROM STA. 20+00 TO STA. 25+00
TYP. STA. 25+00





1997-1998

PROJECT:
GLEN AT BROADLANDS
VILLAGE OF NORTH PRAIRIE, WISCONSIN
BY: CORNERSTONE DEVELOPMENT
N63 W23849 MAIN STREET
SUSSEX, WI 53089

REVISION HISTORY	
DATE	DESCRIPTION
5/10/25	PRELIMINARY SUBMITTAL
6/23/25	PRELIMINARY SUBMITTAL

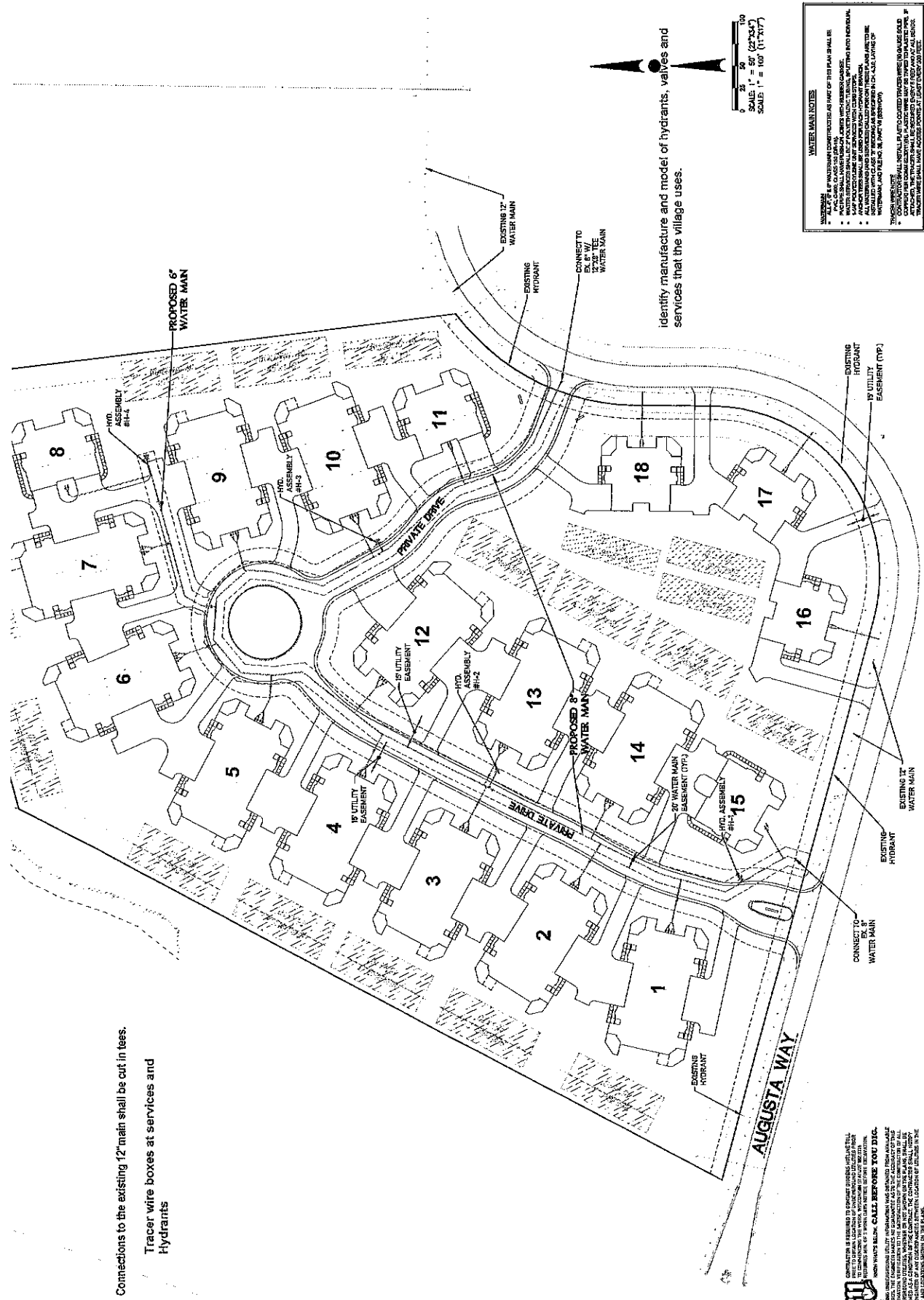
DATE: JUNE 3, 2025

JOB NUMBER:
24-34-1227

DESCRIPTION:
WATER MAIN

LEADS

C5.0



Connections to the existing 12" main shall be cut in tees.

Tracer wire boxes at services and Hydrants

[illegible]

811

CONTRIBUTION IS REQUIRED TO CONTACT DIGEST HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WORKING SAFELY BEGINS. REMINDERS MAIL OF A WORK DATE NOTICE BEFORE EXCAVATION.

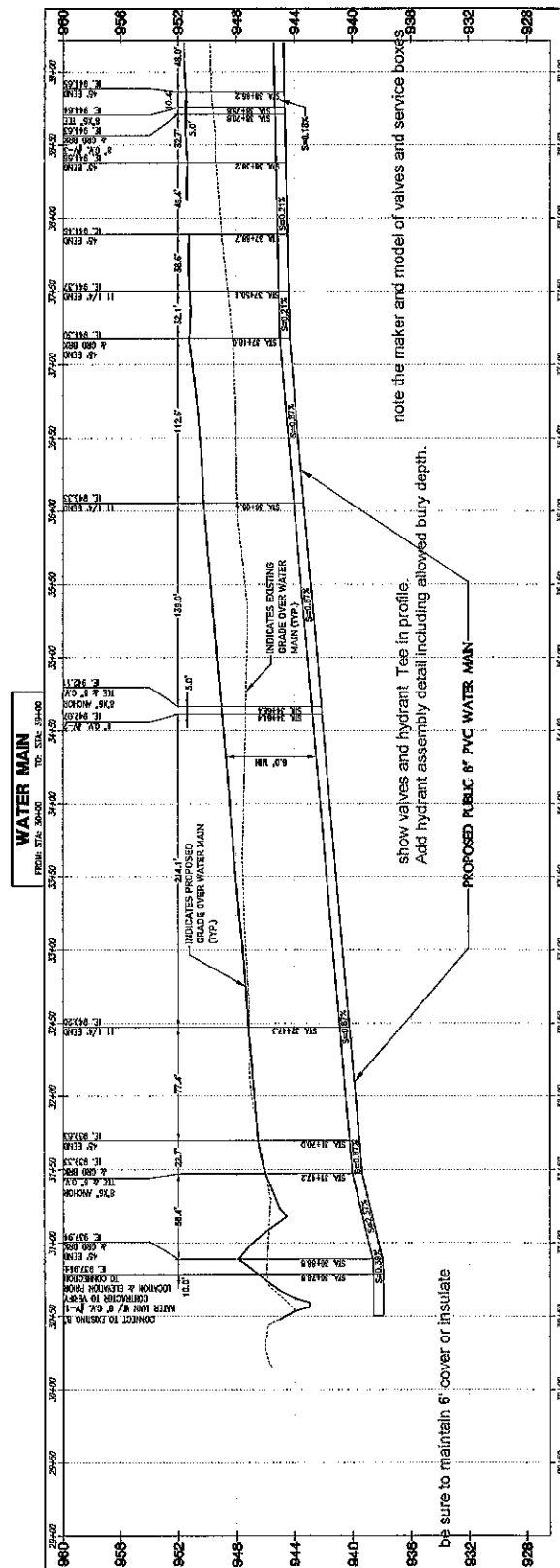
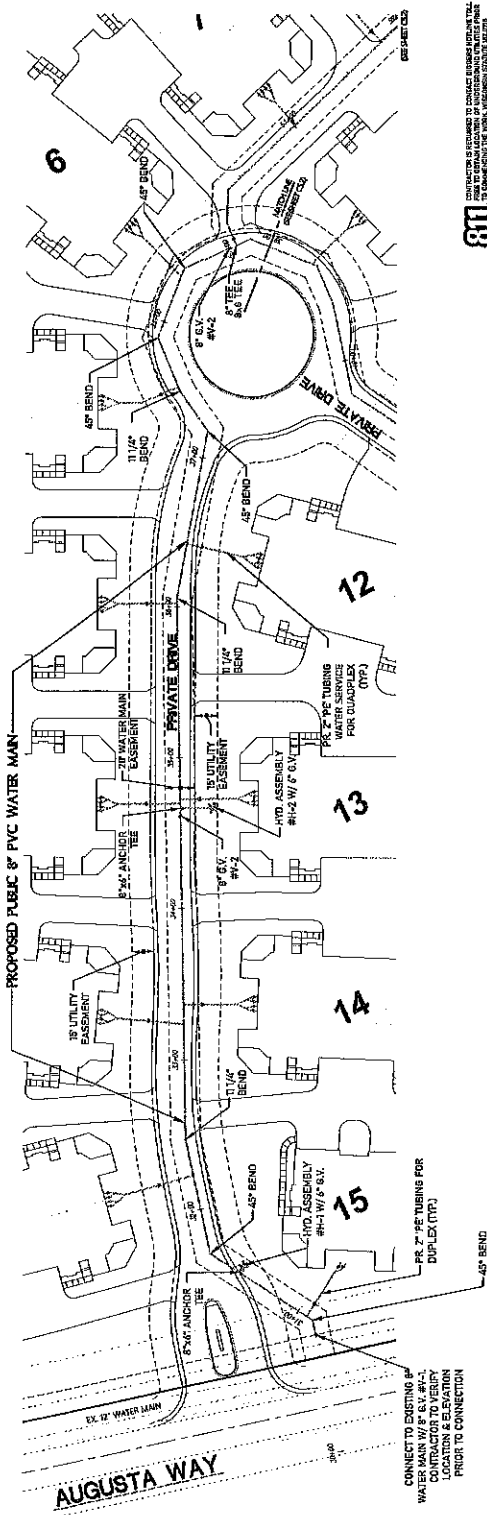
DOES WHAT'S BELOW. CALL BEFORE YOU DIG.

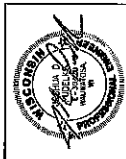
NOTE: THESE REGULATIONS DO NOT PREVENT THE USE OF AVAILABLE RECORDS. THE ENGINEER/MANAGER RESPONSIBLE FOR THE AVAILABLE INFORMATION VERIFICATION TO THE SATISFACTION OF THE AGENCIES OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE AGENCIES OF ALL UTILITIES WITHIN THE PLANNED LOCATION OF EXCAVATIONS IN THE PLANS AND LOCATIONS SHOWN ON THE PLANS.



PROJECT:
GLEN AT BROADLANDS
VILLAGE OF NORTH PRAIRIE, WISCONSIN
BY: CORNERSTONE DEVELOPMENT
N63 W2347 MAIN STREET
SUSSEX, WI 53089

REVISION HISTORY	DATE:	JUNE 3, 2025	JOB NUMBER: <u>24-34-1227</u>	DESCRIPTION: WATER MAIN PLAN & PROFILE	SHEET	C5.1
REVISION	DATE					
DESCRIPTION						
1. PRELIMINARY SUBMITTAL						
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2500 S. CHANDLER AVE. SUITE 200
WILSON, WI 53091
TEL: 414.255.1100
WWW.TRIOENGINEERING.COM

PROJECT: GLEN AT BROADLANDS
VILLAGE OF NORTH PRAIRIE, WISCONSIN
BY: CONNORSTONE DEVELOPMENT
5055 W. WISCONSIN AVE. SUITE 200
WILSON, WI 53091

REVISION HISTORY	
DATE	DESCRIPTION
05/19/20	PRELIMINARY SUBMITTAL
04/02/20	PRELIMINARY SUBMITTAL

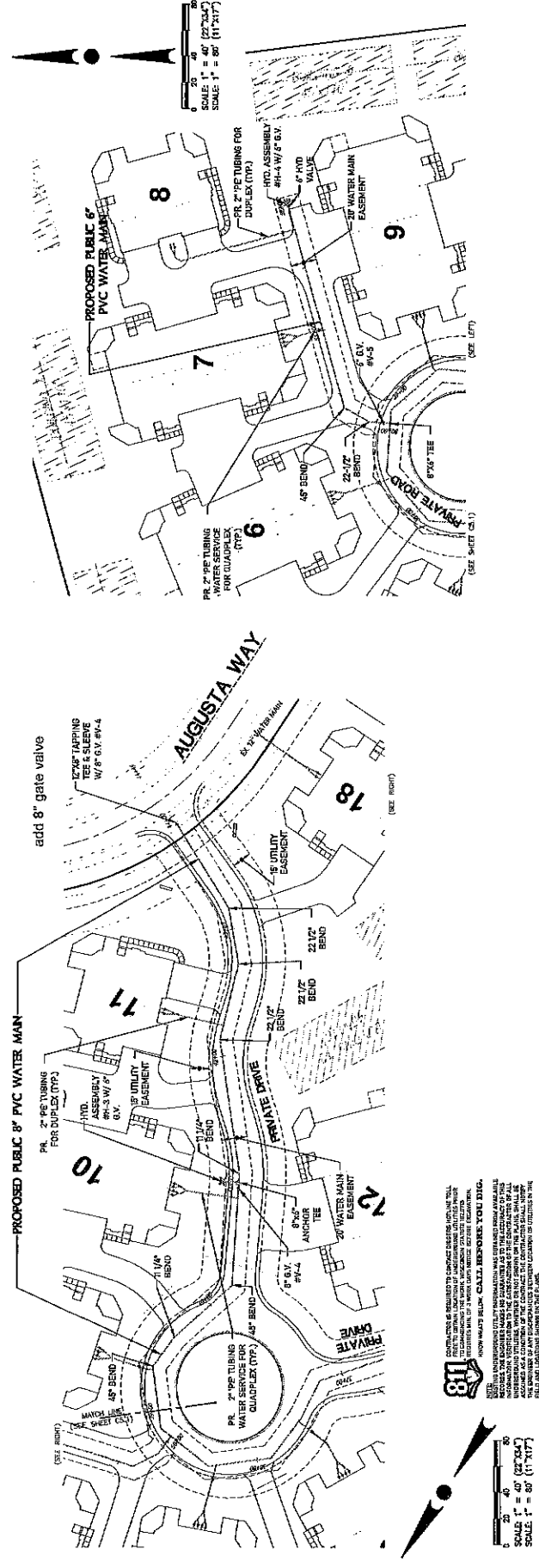
DATE: JUNE 3, 2025

JOB NUMBER: 24-34-1727

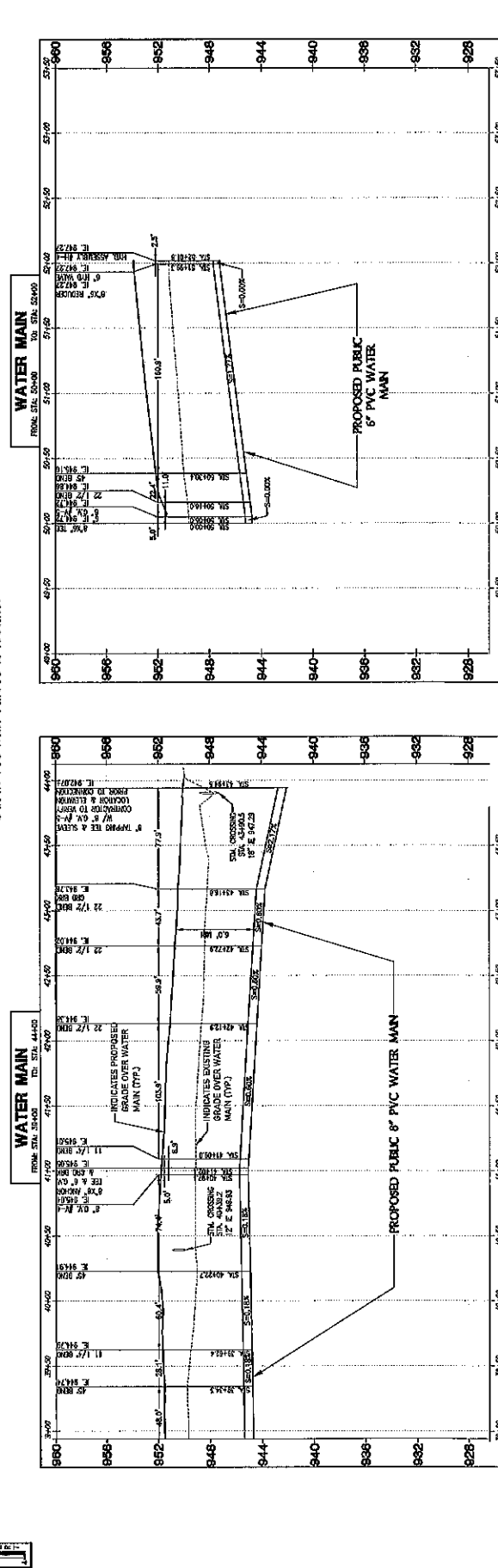
DESCRIPTION:
WATER MAIN
PLAN & PROFILE

SHEET

C5.2



Cut in Tee with Valves to isolate.



[illegible]

PROJECT:
GLEN AT BROADLANDS
VILLAGE OF NORTH PRAIRIE, WISCONSIN
BY: CORNERSTONE DEVELOPMENT
N63 W23869 MAIN STREET
SUSSEX, WI 53089

REVISION HISTORY	
DATE	DESCRIPTION
15/01/20	PRELIMINARY SUBMITTAL
16/02/20	PRELIMINARY SUBMITTAL

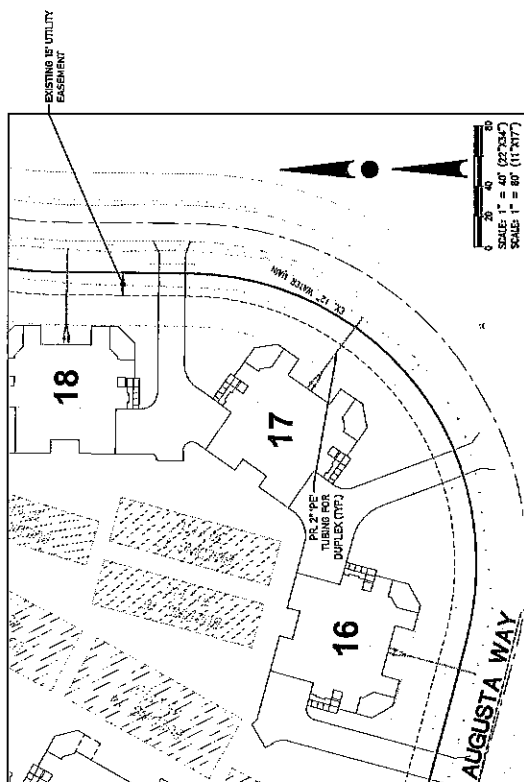
DATE: JUNE 3, 2025

OB NUMBER:
24-34-1227

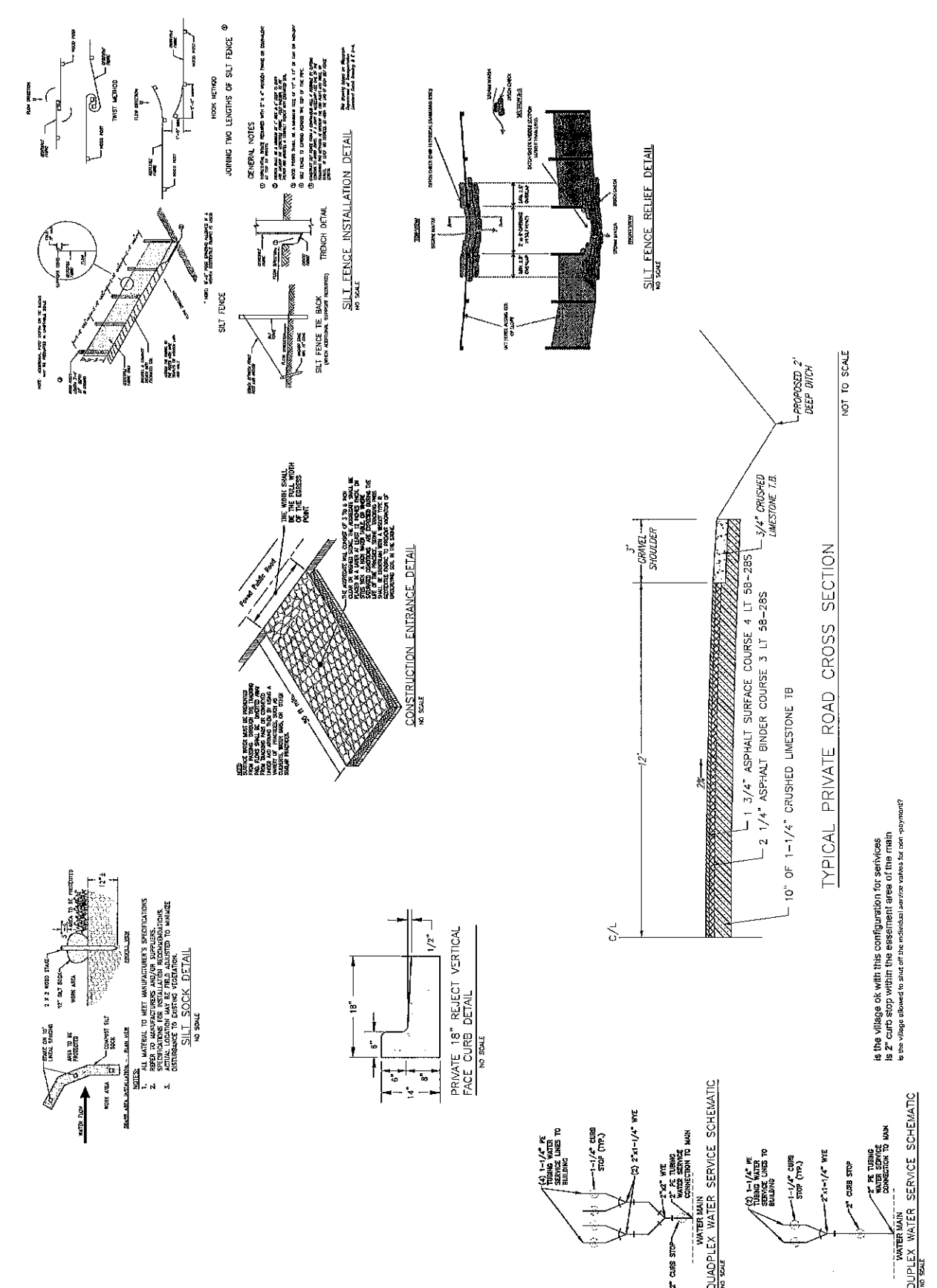
DESCRIPTION:

SHEET

C5.3



1811



is the village ok with this configuration for services is 2" curbs stop within the easement area of the main is the village allowed to shut off the individual service valves for non-payment?

TYPICAL PRIVATE ROAD CROSS SECTION

NOT TO SCALE

6.9.25

Document Number

Developer's Agreement for The Glen At
The Broadlands, Village of North Prairie

See the attached Developer's Agreement.

Recording Area

Name and Return Address

LAND & HOME, LLC
37948 NETTLE WAY COURT
OCONOMOWOC WI 53066

Parcel Identification Number
(PIN)

DRAFTED BY:
VILLAGE OF NORTH PRAIRIE
130 N. HARRISON STREET
NORTH PRAIRIE, WI 53153

DEVELOPER
LAND & HOME, LLC
37948 NETTLE WAY COURT
OCONOMOWOC WI 53066

6.9.25

DEVELOPER'S AGREEMENT
FOR
THE GLEN AT THE BROADLANDS

VILLAGE OF NORTH PRAIRIE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT (hereinafter called "AGREEMENT") made this _____ day of _____, 2025, between Land & Home, LLC, a Wisconsin limited liability company, 37948 Nettle Way Court, Oconomowoc, WI 53066, hereinafter called "DEVELOPER," and the Village of North Prairie in the County of Waukesha, State of Wisconsin, hereinafter called the "VILLAGE."

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the VILLAGE, said land being described on EXHIBIT A attached hereto and incorporated herein, hereinafter called "SUBJECT PROPERTY"; and

WHEREAS, the DEVELOPER intends to develop the SUBJECT PROPERTY to allow for the construction of 60 condominium units on the SUBJECT PROPERTY (the "PROJECT") as further shown on the Condominium Plat; and

WHEREAS, the DEVELOPER desires to divide and develop the SUBJECT PROPERTY into single-family condominium units by use of the standard regulations as set forth in the Condominium Ownership Act, chapter 703 of the Wisconsin Statutes, and the municipal ordinance regulating land division and development; and

WHEREAS, the DEVELOPER intends to install the PUBLIC IMPROVEMENTS reasonably necessary for the PROJECT (the "PUBLIC IMPROVEMENTS") described in the plans on file in the office of the Village Clerk, hereinafter referred to as ("PROJECT PLANS")

WHEREAS, as a condition of approval, the VILLAGE will require that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT PROPERTY for water; and

WHEREAS, the DEVELOPER has all necessary property rights to install the PUBLIC IMPROVEMENTS on the SUBJECT PROPERTY and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this AGREEMENT to ensure that the DEVELOPER will make and install all of the PUBLIC IMPROVEMENTS which are reasonably necessary and further that the DEVELOPER shall dedicate the PUBLIC IMPROVEMENTS to the Prairie Village Water Trust or to the VILLAGE that said Public Improvements are constructed to municipal specifications, all applicable government regulations, this AGREEMENT, and as required by the VILLAGE Engineer or Building Inspector, without cost to the VILLAGE; and

WHEREAS, the DEVELOPER agrees to develop the SUBJECT PROPERTY as herein described in accordance with this AGREEMENT, conditions approved by the VILLAGE Planning Commission, VILLAGE Board governing body, VILLAGE Staff, and VILLAGE contracted staff written recommendations, certain authorized agencies and individuals in the county government,

6.9.25

all VILLAGE ordinances, and all laws and authorized regulations governing said development; and

WHEREAS, the VILLAGE Plan Commission and VILLAGE Board has conditionally approved the Project conditioned in part upon the DEVELOPER and the VILLAGE entering into a developer's agreement, as well as other conditions as approved by the VILLAGE; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop the SUBJECT PROPERTY as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said PROJECT, and the parties hereto agree as follows:

SECTION I: REQUIREMENTS PRIOR TO COMMENCING CONSTRUCTION: The DEVELOPER shall, entirely at its expense, do the following prior to commencing construction of any improvement, whether public or private or site development, ~~whichever is earlier~~:

- A. Execute this AGREEMENT, cause this AGREEMENT to be recorded in the Office of the Register of Deeds, and provide the VILLAGE with evidence of recording.
- B. Deliver the DEVELOPER's FINANCIAL GUARANTEE in the amount required in Section XI for the construction of improvements required by this AGREEMENT.
- C. Apply, pay for, and be granted all necessary permits for the construction of the PROJECT.
- C-D. Provide the VILLAGE with a title report from an acceptable title company showing that upon recording of the final plat, the VILLAGE will have good, indefeasible title to all interests in land to be dedicated or conveyed to the VILLAGE by the final plat.

DEVELOPER'S COVENANTS

SECTION II: IMPROVEMENTS:

- A. ~~Municipal~~ Municipal Water Facilities: The DEVELOPER hereby agrees that:
 - i. The DEVELOPER shall, at its sole cost and expense, design, construct, and install all water mains, hydrants, valves, service laterals, and related appurtenances (collectively, the "WATER FACILITIES") necessary to provide municipal water service to the condominium units and improvements within the PROJECT in accordance with the final engineering plans approved by the VILLAGE and in compliance with all applicable state and local codes, standards, and specifications. The WATER FACILITIES shall be installed within the public rights-of-way or within easements dedicated to the VILLAGE, as approved by the VILLAGE ~~Engineer~~ Engineer or Building Inspector.

All WATER FACILITIES shall be subject to inspection and approval by the VILLAGE ~~Engineer~~ Engineer or Building Inspector. Upon completion and acceptance by the Prairie Village Water Trust, and/or VILLAGE Board, the Developer shall convey ownership of the WATER FACILITIES to the Prairie Village Water Trust and/or VILLAGE, free and clear of all liens and encumbrances, and shall provide such documentation, including as-built plans and a bill of sale, as the VILLAGE may reasonably require.

- ii. Contractors working on the SUBJECT PROPERTY or on individual units 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 substantial completion. After substantial completion, each unit owner shall be responsible for any mud, dirt, stone, or debris on the street from its unit, to clean up the same or to hold the who hired the contractor responsible. The unit owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone, or debris are not cleaned up after notification, the VILLAGE will do so at the unit owner's expense, at the option of the VILLAGE.
- iii. ~~Building permits for Buildings 1 through 15 shall be released upon substantial completion of the Water Facilities and the installation of the binder course for the private road, but prior to completion of gas and electric utility installation. Building permits for Buildings 16 and 18 shall be released upon execution of this Agreement, as those buildings are already served by a public road and public utilities. Upon substantial completion of the PUBLIC IMPROVEMENTS, any outstanding local building permits shall be released. (EARLY START PERMITS)~~

Commented [E3L1]: This language regarding building permits was not previously included. It is not clear what is meant by a building permit being "released." Does this mean occupancy permits must be granted? The Village will not grant occupancy permits prior to the completion of gas and electric utility installation.

B. SURFACE AND STORMWATER DRAINAGE: The DEVELOPER hereby agrees that:

- i. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's ~~Engineer~~ Engineer or Building Inspector or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all Federal, State, County, and VILLAGE regulations, guidelines, specifications, laws, and ordinances, and written proof that the VILLAGE ~~Engineer~~ Engineer or Building Inspector and Washington ~~Waukesha~~ County if applicable, have reviewed and approved said PROJECT PLANS.
- ii. The DEVELOPER shall construct, furnish, provide, and install without cost to the VILLAGE, adequate facilities for surface and stormwater drainage throughout the PROJECT with adequate capacity to transmit the anticipated flow from the PROJECT and adjacent property, in accordance with all plans and specifications on file in the VILLAGE Clerk's office, and all applicable Federal, State, County, and VILLAGE regulations, guidelines, specifications, laws, and ordinances, and as reviewed and approved by the Engineer of Waukesha County if applicable, including where necessary as determined by the VILLAGE ~~Engineer~~ Engineer or Building Inspector, storm sewers, catch basins, and infiltration/retention/detention basins.
- iii. The VILLAGE will not accept the surface and stormwater drainage system until the entire system is installed and landscaped in accordance with PROJECT PLANS and specifications to the satisfaction of the VILLAGE ~~Engineer~~ Engineer or Building Inspector.
- iv. The VILLAGE retains the right to require the DEVELOPER to install additional surface and stormwater drainage measures if the VILLAGE ~~Engineer~~ Engineer or Building Inspector determines that the original surface and stormwater drainage plan, as designed and/or constructed, does not provide reasonable stormwater drainage within the PROJECT and surrounding area.

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v. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE Board before any building or occupancy permits are issued.

iv.vi. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board

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

i. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER's Engineer or Surveyor that said PROJECT PLAN, once implemented, shall meet all Federal, State, County, and local regulations, guidelines, specifications, laws, and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the VILLAGE Engineer and Waukesha Washington County if applicable, have approved said plans.

Commented [EJL2]: Deletion rejected. This language was in the draft provided by the Developer. It is not clear why this is no longer acceptable.

ii. The DEVELOPER shall construct, grade, furnish, provide, and install without cost to the VILLAGE 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 VILLAGE Engineer/Engineer or Building Inspector, Waukesha County and Wisconsin Department of Natural Resources.

iii. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer/Engineer or Building Inspector within seven (7) days of the later of (i) ~~cessation of construction activity or (ii) the end of the disturbance.~~ Any bond, cash, or letter of credit posted with the VILLAGE will not be released until the VILLAGE Engineer/Engineer or Building Inspector is satisfied that no further erosion measures are required.

Commented [EJL3]: Not acceptable. This language was not in the first draft provided by the Developer. It is not clear why this is being proposed at this time.

iv. If any erosion control facilities (including but not limited to bails, silt fences, and berms) are washed out or otherwise rendered ineffective as determined by the VILLAGE Engineer/Building Inspector/Director of Public Works, the DEVELOPER shall replace said facilities within forty-eight (48) hours of being so notified in writing by the VILLAGE Engineer/Building Inspector/Director of Public Works. If the DEVELOPER fails to reinstall said facilities within forty-eight (48) hours of being so notified by the VILLAGE Engineer/Building Inspector/Director of Public Works, the VILLAGE may (but is not required to) reinstall said facilities and charge all costs incurred by the VILLAGE in so reinstalling said facilities to the DEVELOPER. The VILLAGE may collect this amount from the FINANCIAL GUARANTEE.

v. Topsoil or grading soils are not permitted to remain on the site longer than (4) four years from first building permit.

D. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

i. Street signs, traffic control signs, culverts, posts, and guard rails located on the Property as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.

Commented [EJL4]: Not acceptable. This language was not in the first draft provided by the Developer. It is not clear why this is being proposed at this time.

- ii. All traffic control signs and street signs, as required by the VILLAGE, will be installed within ten working days of the placement of the first lifts of asphalt.

E. ADDITIONAL IMPROVEMENTS: The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE ~~Engineer~~Engineer or Building Inspector determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and stormwater management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order the DEVELOPER, at the DEVELOPER's expense, to implement the same; ~~provided, however any such change shall not alter the standards for road construction, water capacity for facilities nor be designed to serve other property.~~ If the DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the FINANCIAL GUARANTEE held by the VILLAGE pursuant to this AGREEMENT.

Commented [EJ15]: Not acceptable. This language was not in the first draft provided by the Developer. It is not clear why this is being proposed at this time.

SECTION III: TIME OF COMPLETION OF IMPROVEMENTS: The improvements set forth in Section II above shall be completed by the DEVELOPER by November 15, 2025. In every case, regardless of circumstances, all work contemplated by this AGREEMENT must be completed no later than November 15, 2025, unless this ultimate deadline is extended in writing by the VILLAGE Board.

SECTION IV: FINAL ACCEPTANCE: "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed PROJECT as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board and/or the Prairie Village Water Trust, as applicable. The one-year GUARANTEE PERIOD provided for in this AGREEMENT shall not commence to run until Final Acceptance (such one-year (1) period referred to herein as the "GUARANTEE PERIOD"). The issuance of building permits and approval of various items of development shall not commence the one-year GUARANTEE PERIOD.

SECTION V: DEDICATION OF IMPROVEMENTS: Subject to all of the other provisions of this AGREEMENT, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above-described improvements, unconditionally give, grant, convey, and fully dedicate the PUBLIC IMPROVEMENTS to the VILLAGE and/or the Prairie Village Water Trust, as applicable, their 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 pertaining to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE and/or the Prairie Village Water Trust shall have the right to connect or integrate other improvements as the VILLAGE and/or the Prairie Village Water Trust decides, with no payment or award to, or consent required of, the DEVELOPER. The VILLAGE and/or the Prairie Village Water Trust shall have no obligation to accept any dedication not constructed to the VILLAGE's specifications.

Dedication shall not constitute acceptance of any improvement by the VILLAGE or the Prairie Village Water Trust. All improvements will be accepted by the VILLAGE Board and/or the Prairie Village Water Trust by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE's and/or the Prairie Village Water Trust's specifications. Said resolution shall be recorded, if needed, with the County Register of Deeds. The DEVELOPER will furnish proof to the VILLAGE and/or Prairie Village Water Trust, 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 VI: ACCEPTANCE OF WORK AND DEDICATION: When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE and/or the Prairie Village Water Trust as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this AGREEMENT and as required by all Federal, State, County, or VILLAGE guidelines, specifications, regulations, laws, and ordinances and approved by the VILLAGE Engineer or Building Inspector.

SECTION VII: APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER: The DEVELOPER is ultimately responsible for the proper design and installation of water facilities, drainage facilities, ditches, landscaping, and all other improvements. The fact that the VILLAGE or the Prairie Village Water Trust, their engineers, their attorneys, or any other VILLAGE or Prairie Village Water Trust department or staff may approve a specific project shall not constitute a waiver or relieve the DEVELOPER from the ultimate responsibility for the design, performance, and function of the development and related infrastructure.

SECTION VIII: GUARANTEES OF IMPROVEMENTS:

- A. GUARANTEES: The DEVELOPER shall guarantee, after Final Acceptance, the PUBLIC IMPROVEMENTS and all other improvements described in Section II hereof against defects due to faulty materials or workmanship, provided that such defects appear within a period of one (1) year from the date of Final Acceptance. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship or other defective conditions arising during the GUARANTEE PERIOD. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations.
- 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 VILLAGE exercising its reasonable discretion 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 VILLAGE Engineer or Building Inspector, 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 VILLAGE Board 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 VILLAGE Board in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise. The VILLAGE 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 VILLAGE 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 VILLAGE 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 PROJECT land as a special charge pursuant to Section 66.0627, Wisconsin Statutes, or assessed. Any such charges or assessments may be imposed on the SUBJECT PROPERTY, or any portion thereof then owned by the DEVELOPER, or then owned by any successor or assign of the DEVELOPER including unit owners.

D. MAINTENANCE PRIOR TO ACCEPTANCE:

- i. All improvements shall be maintained by the DEVELOPER so they conform to the PROJECT PLANS and specifications at the time of their Final Acceptance by the VILLAGE Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching, and the like. In cases where emergency maintenance is required, the VILLAGE 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.
- ii. 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 VILLAGE. Should the DEVELOPER fail to meet this requirement, the VILLAGE will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
- iii. In the event drainage problems arise within the SUBJECT PROPERTY or related activities on the SUBJECT PROPERTY, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Board. 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 VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION IX: VILLAGE RESPONSIBILITY FOR IMPROVEMENTS: The VILLAGE shall not be responsible to perform repair, or maintenance work, ~~or,~~ unless otherwise approved by the VILLAGE, on any improvements until Final Acceptance is granted by the VILLAGE.

SECTION X: RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS: If DEVELOPER proceeds with the installation of PUBLIC IMPROVEMENTS or other work on the SUBJECT PROPERTY prior to obtaining all required governmental approvals, it proceeds at its own risk. The DEVELOPER, prior to commencement of the installation of PUBLIC IMPROVEMENTS or other work on the SUBJECT PROPERTY, shall notify the VILLAGE of the DEVELOPER's intention to proceed with the installation of PUBLIC IMPROVEMENTS or other work on the SUBJECT PROPERTY. Additionally, the DEVELOPER shall make arrangements to have any PUBLIC IMPROVEMENTS and/or other work on site inspected by the VILLAGE ~~Engineer~~ Engineer or Building Inspector.

SECTION XI: FINANCIAL GUARANTEE: Prior to the execution of this AGREEMENT by the VILLAGE Board, the DEVELOPER shall file with the VILLAGE security in the form of cash, ~~a performance bond,~~ or a letter of credit, or any combination thereof, at the DEVELOPER'S option, as a guarantee that the DEVELOPER will perform all terms of this AGREEMENT and make and

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install the PUBLIC IMPROVEMENTS reasonably necessary no later than one (1) year from the signing of this AGREEMENT except as otherwise set forth in this AGREEMENT (hereinafter called "SUBSTANTIAL SECURITY"). The SUBSTANTIAL SECURITY shall not be in an amount that is more than 120 percent of the estimated total cost to complete the required PUBLIC IMPROVEMENTS. If at any time:

- A. The DEVELOPER is in default of any aspect of this AGREEMENT or;
- B. The DEVELOPER does not complete the installation of the PUBLIC IMPROVEMENTS within one (1) year from the signing of this AGREEMENT unless otherwise extended by this AGREEMENT or by action of the VILLAGE, or;
- C. The security on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed, or replaced, or;
- D. The DEVELOPER fails to maintain the security in an amount approved by VILLAGE ~~Engineer~~ Engineer or Building Inspector, and in a form approved by the VILLAGE Attorney to pay the costs of PUBLIC IMPROVEMENTS in the development, the DEVELOPER shall be deemed in violation of this AGREEMENT and the VILLAGE Board shall have the authority to draw upon the security.

The amount of the security ~~shall~~ may 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 security is sufficient to secure payment for any remaining PUBLIC IMPROVEMENTS and also provided that no reduction shall occur until it is approved in writing by the VILLAGE ~~Board or its staff~~.

Commented [EJL6]: This proposed revision is rejected. The Village Board may reduce the amount of security but cannot be required to do so.

Commented [EJL7]: Any reduction in security must be approved by the Village Board.

The SUBSTANTIAL SECURITY may be replaced with the POST-SUBSTANTIAL SECURITY described in Section (VIII)(A) upon substantial completion of the improvements upon the written request of the DEVELOPER and written approval of the VILLAGE. 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.

The lending institution providing the security shall pay to the VILLAGE all sums available for payment under the security upon demand, subject to the terms and conditions of the security, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every unit in the PROJECT payable with the next succeeding tax roll.

SECTION XII: BUILDING AND OCCUPANCY PERMITS: It is expressly understood and agreed that building and occupancy permits shall only be issued for any homes, including model homes, if the Developer and / or unit owner meet the requirements of the Uniform Dwelling Code for ~~occupancy~~ occupancy permits.

SECTION XIII: ~~Subject to applicable limitations provided under Wis State Section 236.43 (2)~~
~~If~~ The VILLAGE ~~Engineer~~ Engineer or Building Inspector shall determine that the following requirements, which are deemed to be related to public safety, are met by the Developer prior to the expiration of the Substantial Security:

- A. Substantial completion of ~~W~~ water Facilities.

Commented [EJL8]: There are substantial revisions to this Section which were initially proposed by the Developer. These were previously acceptable to the Developer but now changes are being proposed. I am rejecting the revisions made by the Developer. Further, I proposed re-adding two subsections at the end of this Section that I previously proposed inserting. Therefore, I added them back in as Subsections K and L, as they were not shown by the Developer as being deleted or rejected.

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- B. The site grading and construction of surface and stormwater drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the VILLAGE Board.
- C. All landscaping and removal of unwanted items has been certified as complete by the VILLAGE Engineer.
- D. All required site grading plans have been submitted to, reviewed by, and approved by the VILLAGE Engineer/Engineer or Building Inspector.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this AGREEMENT.
- F. All destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish are removed from the PROJECT and disposed of lawfully.
- G. All required record drawing plans for the SUBJECT PROPERTY have been submitted and approved by the VILLAGE Engineer/Engineer or Building Inspector.
- H. All public and private utilities have been installed in the SUBJECT PROPERTY, including street lighting fixtures (unless waived by the VILLAGE), the sanitary sewer system, and the water system.
- I. The DEVELOPER is not in default of any aspect of this AGREEMENT.
- J. There is no ~~unexcused~~ default of any aspect of this AGREEMENT as determined by the VILLAGE.
- K. The DEVELOPER has prepared appropriate deed restrictions which are approved by the VILLAGE Board, filed with the VILLAGE and recorded with the Waukesha County Register of Deeds.
- J-L The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the VILLAGE Board prior to the issuance of building and occupancy permits.

Commented [EJL9]: Deletion rejected.

Commented [EJL10]: Deletion rejected.

Commented [EJL11]: Deletion rejected.

Commented [EJL12]: Deletion rejected.

Commented [EJL13]: Addition rejected.

SECTION XIV: RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS: This AGREEMENT is necessary to ensure public safety. No permit to commence construction of a foundation or any other non-combustible structure shall be granted before substantial completion of all PUBLIC IMPROVEMENTS unless the VILLAGE determines that all PUBLIC IMPROVEMENTS related to public safety for such structures are complete. Any violation by the DEVELOPER of the terms of this AGREEMENT concerning completion of PUBLIC IMPROVEMENTS, or timing of completion, or lack of completion regardless of violation, exposes the VILLAGE to safety risks associated with construction sites and, therefore, is related to public safety.

SECTION XV: MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

- A. **EASEMENTS:** Provide any easements, including vision easements, on the SUBJECT PROPERTY deemed necessary by the VILLAGE Engineer/Engineer or Building Inspector. Such easements shall be along property lines if at all possible.

- B. MANNER OF PERFORMANCE: Cause all construction called for by this AGREEMENT to be carried out and performed in a good and workerlike manner.
- C. SURVEY MONUMENTS: Properly place and install any lot, block, or other monuments required by State Statute, VILLAGE ordinance, or the VILLAGE Engineer ~~Engineer or Building Inspector~~.
- D. UNDERGROUND UTILITIES: Install all electrical, telephone, cable, and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.
- E. PERMITS: Provide and submit to the VILLAGE requesting the same valid copies of any and all governmental agency permits.
- F. NOISE: Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT PROPERTY is 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.
- G. DEBRIS: ~~The Developer shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT PROPERTY until such time as substantial completion and acceptance of the PUBLIC IMPROVEMENTS. Thereafter, the individual unit owner responsible for the debris shall have ultimate responsibility for cleaning up said debris. The VILLAGE shall make a reasonable effort to require the contractor responsible for the debris to clean up the same or to hold the DEVELOPER and/or unit owner, as applicable, who hired the contractor responsible. The DEVELOPER and/or unit owner, as applicable, shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer or Building Inspector. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's or unit owner's expense, as applicable.~~ ~~The Developer shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT PROPERTY until such time as substantial completion of the PUBLIC IMPROVEMENTS. Thereafter, the individual unit owner responsible for the debris shall have ultimate responsibility for cleaning up said debris. The VILLAGE shall make a reasonable effort to require the contractor responsible for the debris to clean up the same or to hold the unit owner who hired the contractor responsible. The DEVELOPER or unit owner, as applicable, shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER's or unit owner's expense, as applicable.~~
- H. ZONING CODE: The DEVELOPER acknowledges that the lands to be developed are subject to the Village's Zoning Code.
- I. CONDOMINIUM DECLARATION AND CONDOMINIUM PLAT: Execute and record a condominium declaration and condominium plat in a form that is subject to the approval of the VILLAGE Board and VILLAGE Attorney, and provide proof of recording prior to sale of units for the SUBJECT PROPERTY. The condominium declaration and/or condominium plat shall contain language to require the unit owners and/or homeowner's association within the SUBJECT PROPERTY to maintain all stormwater

Commented [EJL14]: While this is shown as a complete Developer revision, I previously proposed revisions to this Section, including removing the word "substantial." The Public Improvements will be accepted when they are complete, not substantially complete.

management facilities (i.e. the stormwater ditches along the private road) in accordance with the specifications on file with the VILLAGE including such amendments as may be made thereto from time to time by the VILLAGE Engineer or Building Inspector.

J. REMOVAL OF TOPSOIL: The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT PROPERTY without approval from the VILLAGE Engineer or Building Inspector.

K. PREVAILING WAGE RATES AND HOURS OF LABOR: If any aspect of the development involves a project of public works that is subject to any prevailing wages or minimum wage requirements of any applicable State or Federal law or as a condition of any grant, then: (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.

L. NO AGRICULTURAL USE: The DEVELOPER shall not permit any open space or undeveloped lands within the SUBJECT PROPERTY to be used for any agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code. In the event the DEVELOPER uses the land in a manner that causes the SUBJECT PROPERTY or any portion thereof to be assessed in a manner that reduces the property tax liability below what would apply to residential property in the VILLAGE, the DEVELOPER shall make an additional payment in lieu of taxes (PILOT) so that the total tax payment plus PILOT equals the amount that would be paid if the SUBJECT PROPERTY were classified for assessment as residential.

SECTION XVI: PAYMENT OF COSTS, INSPECTION, & ADMINISTRATIVE FEES: The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE 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. Any costs for outside consultants shall be charged at the rate the consultant charges the VILLAGE. VILLAGE employee costs shall be based on regular VILLAGE pay rates (or engineering and administrative overtime, if applicable) plus ten percent (10%) on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any such charge not paid by the DEVELOPER within thirty (30) days of being invoiced may be charged against the FINANCIAL GUARANTEE held by the VILLAGE pursuant to this AGREEMENT or assessed against the development land as a special charge pursuant to Section 66.0627, Wisconsin Statutes. Any such charges or assessments may be imposed on the SUBJECT PROPERTY, or any portion thereof then owned by the DEVELOPER, or then owned by any successor, or assign of the DEVELOPER including PROPERTY OWNERS.

SECTION XVII: 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

Commented [EJL15]: While this is shown as a Developer revision, I previously proposed this language and the Developer then made further changes. Do we know there will be stormwater ditches along the private road? Once these plans are submitted we will have a better idea, but I did not want to include this language in the event it is not part of the stormwater management facilities.

Commented [EJL16]: While this is shown as a Developer revision, I previously proposed this language and the Developer then made further changes. This previously stated 40% on the hourly rate for overhead and fringe benefits. Please consider whether this is acceptable as a policy matter for it to be reduced to 10%.

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 VILLAGE, its officers, agents, employees, and independent contractors growing out of ~~Developer's performance of its responsibilities under this AGREEMENT by Developer or its Contractor~~ any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the VILLAGE, its officers, agents, employees, and any independent contractors hired by the VILLAGE to perform services as to this development and give the VILLAGE evidence of the same upon request by the VILLAGE. 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.

Commented [EJL17]: Revisions proposed here are rejected. This was the language proposed by the Developer in the first draft.

SECTION XVIII: VILLAGE REMEDIES ON DEFAULT:

- A. Upon the occurrence of any default, the VILLAGE, at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this AGREEMENT and/or under any of the other agreements contemplated herein. Upon the occurrence of any default, any amounts due to the VILLAGE shall accrue interest at the rate of one percent (1%) per month.
- B. The VILLAGE's use of one remedy does not preclude it from using another remedy. All remedies provided herein shall not be dependent on each other and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

SECTION XIX: INSURANCE: The DEVELOPER, ~~shall ensure that~~ its contractors, suppliers and any other individual working on the SUBJECT PROPERTY the performance of this AGREEMENT shall maintain at all times until the expiration of the GUARANTEE PERIOD, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XX: EXCULPATION OF VILLAGE CORPORATE AUTHORITIES: The parties mutually agree that the VILLAGE President of the VILLAGE, and/or the VILLAGE 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 VILLAGE 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 VILLAGE does not guarantee or warrant that the SUBJECT PROPERTY will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district ~~provided however the Village shall not initiate such a rezoning on its own petition~~. It is further understood that any rezoning that may take place shall not void this AGREEMENT.

Commented [EJL18]: This grant of power cannot be taken away from the Village Board by contract. In addition, this language was not included in the first draft of the Agreement proposed by the Developer.

SECTION XXIII: COMPLIANCE WITH CODES AND STATUTES: The DEVELOPER ~~and the VILLAGE~~ shall comply with all current and future applicable codes of the VILLAGE, County, State, and government and, further, the DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State, or Federal government.

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SECTION XXIV: AGREEMENT FOR BENEFIT OF PURCHASERS: The DEVELOPER agrees that in addition to the VILLAGE's rights herein, the provisions of this AGREEMENT shall be for the benefit of the purchaser of any unit or any interest in any unit or parcel of land in the SUBJECT PROPERTY.

Commented [EJL19]: I previously included this language, but it was not shown as accepted or deleted in the Developer's draft.

SECTION XXIV:SECTION XXV: ASSIGNMENT: The DEVELOPER shall not assign this AGREEMENT without the written consent of the VILLAGE. If required by the VILLAGE, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXV:SECTION XXVI: PARTIES BOUND: The DEVELOPER or its assignees shall be bound by the terms of this AGREEMENT.

SECTION XXVI:SECTION XXVII: HEIRS & ASSIGNS: This AGREEMENT is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the SUBJECT PROPERTY (hereinafter called "SUCCESSORS"). This section allows for VILLAGE enforcement of the terms and conditions of this AGREEMENT against all such successors, as though such SUCCESSORS were the DEVELOPER. This section does not, however, grant rights to such successors absent VILLAGE written consent, as described in Section XXIV.

SECTION XXVIII: INTEGRATION: This AGREEMENT and the other documents incorporated by reference herein embody the entire AGREEMENT and understanding between the parties and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION XXIX: SALES OF UNITS: No units in the SUBJECT PROPERTY may be sold until Final Acceptance has been granted by the VILLAGE Board, and of for the Water Facilities by Prairie Village Water Trust or the VILLAGE Board, unless otherwise expressly approved in writing by the VILLAGE Board.

Commented [EJL20]: While this is shown as a Developer revision, I previously proposed this language and the Developer then made further changes. I proposed additional revisions in this regard.

SECTION XXVII:SECTION XXX: MORTGAGEE CONSENT: The DEVELOPER represents there is no mortgage on the SUBJECT PROPERTY. If a mortgage is recorded against the SUBJECT PROPERTY, then DEVELOPER shall disclose it to the VILLAGE and obtain a consent from the mortgagee to this AGREEMENT. The DEVELOPER shall provide documentation to the VILLAGE that there is no mortgage on the SUBJECT PROPERTY.

Commented [EJL21]: While this is shown as a Developer revision, I previously proposed this language and the Developer then made further changes. The Village should receive documentation that no mortgages exist against the property.

SECTION XXVIII:SECTION XXXI: RECORDING: This AGREEMENT shall be recorded against the SUBJECT PROPERTY, and shall run with the land.

SECTION XXIX:SECTION XXXII: STORMWATER AGREEMENT: Prior to the sale of any unit in the subdivision, the property owner and DEVELOPER shall enter a Stormwater Agreement in a form approved by the VILLAGE Attorney and the VILLAGE EngineerEngineer or Building Inspector to ensure the proper maintenance of all stormwater facilities within the SUBJECT PROPERTY, and such Stormwater Agreement shall be recorded against the SUBJECT PROPERTY.

SECTION XXX:SECTION XXXIII: 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 XXXI:SECTION XXXIV: AMENDMENTS: The VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE. The VILLAGE shall not, however, consent to an amendment until after first having received a recommendation from the VILLAGE's Plan Commission.

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~~SECTION XXII~~ ~~SECTION XXXV~~ 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:

VILLAGE OF NORTH PRAIRIE:
ATTN: CLERK
130 NORTH HARRISON STREET
NORTH PRAIRIE, WI 53153

DEVELOPER:
LAND & HOME, LLC
37948 NETTLE WAY COURT
OCONOMOWOC WI 53066

With a copy to:

AXLEY BRYNELSON, LLP
Attn: Robert C. Procter
2 East Mifflin Street #200
Madison, WI 53703

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this AGREEMENT to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER:

LAND & HOME, LLC

By: _____

Name: _____

Title: Authorized Signatory

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, _____, the above named _____, Authorized Signatory of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
Commission expires: _____

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VILLAGE OF NORTH PRAIRIE
WAUKASHA COUNTY, WISCONSIN

VILLAGE President

Attest:

VILLAGE Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF ~~WASHINGTON~~ WAUKESHA)

Personally came before me this _____ day of _____, the above-named _____, the Village President, and _____, the Village 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 Village President and Village Clerk of the Village of North Prairie and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village of North Prairie from their meeting on the _____ day of _____.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
Commission expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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DRAFTED BY AND APPROVED AS TO FORM:

Village Attorney

As Revised July 10, 2025

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EXHIBIT A

Legal Description of the Subject Property

Exhibit B

Condominium Plat

*The Glen at
The Broadlands
Condominium*

Condominium Declaration

**CONDOMINIUM DECLARATION FOR
THE GLEN AT THE BROADLANDS CONDOMINIUM**
Index of Declaration

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2. NAME.
3. LEGAL DESCRIPTION.
4. DEFINITIONS.
5. DESCRIPTIONS OF BUILDINGS AND UNITS.
6. EXPANSION OF CONDOMINIUM.
7. COMMON ELEMENTS AND FACILITIES.
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10. ASSOCIATION OF UNIT OWNERS.
11. RESIDENTIAL PURPOSE.
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13. DESTRUCTION AND RECONSTRUCTION.
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18. EASEMENTS, RESERVATIONS, ENCROACHMENTS & GRADING.
19. ARCHITECTURAL CONTROL.
20. MORTGAGEE RIGHTS.
21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.
22. CONDEMNATION.
23. INTENTIONALLY LEFT BLANK.
24. GENERAL PROVISIONS.

**CONDOMINIUM DECLARATION
FOR
THE GLEN AT THE BROADLANDS CONDOMINIUM**

THIS DECLARATION is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by THE GLEN AT THE BROADLANDS LLC, a Wisconsin limited liability company, (hereinafter "Declarant").

1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon all easements, rights, and appurtenances thereto (hereinafter referred to as "The Property") hereby submits and subjects said Property to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and all parties here after having any interest in the Property.

2. NAME.

The name of the condominium created by this Declaration ("Condominium") shall be **THE GLEN AT THE BROADLANDS CONDOMINIUM.**

3. LEGAL DESCRIPTION.

The real property comprising the Property (the "Land") which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on Exhibit A attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) **"ASSOCIATION"** shall mean and refer to **THE GLEN AT THE BROADLANDS CONDOMINIUM ASSOCIATION, INC.,** a corporation formed under the Wisconsin Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

(b) **"OWNER"** shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(c) **"UNIT"** shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.

(d) **"UNIT NUMBER"** shall mean the number identifying a Unit.

(e) **"COMMON ELEMENTS"** shall mean all portions of the Condominium other than Units.

(f) **"LIMITED COMMON ELEMENTS"** shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) **"DECLARANT"** shall mean and refer to THE GLEN AT THE BROADLANDS, LLC, a Wisconsin limited liability company and its successors and assigns.

(h) **"DEED RESTRICTIONS"** shall mean and reference the Declaration of Covenants, Conditions and Restrictions of The Broadlands, executed by Harmony Homes, Inc. as Declarant recorded in the Waukesha County Register of Deeds Office on October 9, 1998, as Document No. 2371759.

(i) **"MORTGAGE"** shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.

(j) **"MORTGAGEE"** shall mean the holder of any Mortgage or any land contract vendor.

(k) **"MAJORITY"** shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration inclusive of expansion land as and when added.

(l) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

(m) **"BUILDING"** shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.

(n) **"EXPANSION REAL ESTATE"** means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on EXHIBIT B, which may be added in whole or in part at any time within ten (10) years of the date of recording of this

Declaration of Condominium in accordance with the provisions of this Declaration and the Act.

(o) **"BY-LAWS"** means the by-laws of the Association.

(p) **"RULES AND REGULATIONS"** means the Rules and Regulations of the Association, and as amended from time to time.

(q) **"PERCENTAGE INTEREST"** means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below.

(r) **"ASSESSMENTS"** refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses and other charges.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 BUILDINGS. The approximate locations and dimensions of the three (3) Buildings initially constructed or to be constructed by Declarant are shown on the Condominium Plat. The buildings are or will be constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant's sole discretion.

5.2 UNIT IDENTIFICATION. The Condominium shall initially consist of six (6) Units located in three (3) one-story buildings. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached EXHIBIT C.

5.3 UNIT BOUNDARIES. The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the interior face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

Each Unit shall also include all of the following: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; any and all attic space and basement space accessible exclusively from one Unit; all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively serving one Unit (even though such items may lie partially in and partially out of the designated boundaries of a Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating; and, the attached garage for the Unit.

5.4 **DECLARANT'S RIGHT TO CHANGE PLANS.** Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements serving existing Buildings. Buildings in the Expansion Real Estate may contain up to 4 Units each.

6. EXPANSION OF CONDOMINIUM

6.1 **Option to Expand.** The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium and no Unit Owner or other person shall have the right to require the same. The option to expand is subject to the following:

(a) the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as depicted on the Condominium Plat and described in Exhibit B.

(b) the maximum number of Units in the Condominium as expanded will not exceed 60.

(c) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Condominium Plat which shall describe the portion of the Expansion Real Estate to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the percentage Interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.

(d) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Real Estate, including without limitation the Common Elements, Limited Common Elements, building size, number of Units in a building (up to 4 Units per building) and the Units; provided, however, the improvements to the Expansion Real Estate shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Real Estate added to the Condominium shall be subject to the same use restrictions contained herein.

(e) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in

this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the existing needs of the Condominium.

(g) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration

6.2. **Consent.** By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to:

(a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and

(b) acknowledge that the Expansion Real Estate or parts thereof may be developed for uses other than as part of the Condominium.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The Common Elements shall consist of all of the Condominium, including improvements and appurtenances thereto, except the Units and fixtures therein, and shall include, without limitation, the Land; Building exteriors, including garage exteriors; perimeter and bearing walls; surface parking; Building roofs and trusses; foundations; common pipes, ducts, wiring conduits, pumps and other apparatus relating to common utility services; public utility lines (except those owned by the applicable utility); Building beams and supports; the private storm sewer and drainage system, including, but not limited to all structures, mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and stormwater detention ponds; septic system and all structures, mains, conduits, pipes, lines, equipment, appurtenances and hereditaments which may in any way be part of, or pertain to such septic facilities; common parking areas, private streets, sidewalks and landscaping comprising the Condominium.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment.

Each Owner shall have the right to use the Common Elements, except for Limited Common Elements not appurtenant to their Unit, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use, occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, his family members, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, By-Laws and the Rules and Regulations.

7.3 Easements.

(a) Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

(b) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(i) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, irrigation systems and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(ii) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(iii) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

(c) Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and the By-Laws and Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall

be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

8. LIMITED COMMON ELEMENTS.

8.1 Description. Certain Common Elements shall be reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated as Limited Common Elements in this Declaration and/or on the Condominium Plat, and also including but not necessarily limited to all landings, access steps, porch, patio, sidewalks, septic systems, privacy fencing, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. In addition to the foregoing, the Association may, through the By-laws and/or the Rules and Regulations, establish (and delete, if so established) Limited Common Element planting areas for Units. The exclusive use of Limited Common Elements shall be reserved to the Owner or occupant for the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees.

8.2 Patios, Decks and Privacy Fencing. As set forth above, all areas identified for porches, patios, decks and privacy fencing are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and privacy fencing, and all such patios, decks, privacy fencing and/or porches constructed by the Declarant as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. The actual patio and/or deck constructed by Declarant at the time of initial construction may be smaller or larger than the Limited Common Area shown on the recorded Plat. The identification of the Limited Common Area provides the Unit Owner with the opportunity to construct or expand the patio and/or deck at a later date, subject to approval by the Association as provided for elsewhere in this Declaration, By-laws or Rules and Regulations. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all driveways, sidewalks, patios, decks and Limited Common Element planting areas appurtenant to such Unit. The Unit Owner shall maintain same in a first class condition at all times, and in accordance with any requirements set forth in the By-laws and/or Rules and Regulations.

Declarant shall install multiple private onsite wastewater treatment system ("POWTS") each servicing not more than two (2) Units, which systems consist of a series of septic beds and related POWTS components to serve two (2) Units. The septic systems are located in Common Areas and shall be maintained by the Association. Individual lateral lines serving Units from the point of connection to the septic tank will be maintained similarly to Limited Common Element. The POWTS shall be owned by the Unit Owners served by such POWTS but maintained by the Association. It is the intention of this paragraph that the individual POWTS are in separate ownership in compliance with RN200.03(5) and any provision herein inconsistent with such requirement are deemed modified to comply therewith. The Association shall have delegated from the Unit Owners the exclusive responsibility for maintaining the POWTS as above described. Such systems shall include, but not be limited to, any necessary appurtenances including pumps, electrical or other equipment used in connection with the facilities, septic tank, open ground on the Condominium for the natural disposition of waste from the system, which areas of Common Element may change from time to time as the system wears out and/or needs replacement. If

the system is not maintained properly, the Village of North Prairie is granted an easement over the Units and the Common Element for purposes of maintaining such systems. If the Village believes that the systems are not being properly maintained such that a health hazard is created, the Village may send written notice of such determination to the Association and any other responsible party for administration of the system giving specific notice of the condition which gave rise to such determination. The Association shall promptly reply and address any such concern addressed by the Village. If the Association fails to take action, the Village is granted the right to undertake such corrective action as is reasonably determined for the health and safety of the citizenry and the full cost thereof shall be subject to a special assessment to be apportioned among the Unit Owners and/or responsible Unit Owners as the Village shall reasonably determine.

For purposes of this provision, the Village may consider the systems not be operating in good and proper working order and condition if any of the following do not occur:

- (i) Pumping of any septic tank at least twice in each calendar year;
- (ii) A videotape and written report based thereon from an independent engineer at least one in each period of five (5) calendar years showing the free flow of fluid and waste through the system;
- (iii) Inspection of all system equipment at least once in each calendar year showing the equipment is in good working condition. The Association shall furnish a copy of any such inspection report to the Village without cost or demand; or
- (iv) Comply with all federal, state, and local laws and regulations concerning the monitoring, inspection, evaluation, maintenance and servicing requirements of the systems as amended from time to time.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws, and Rules and Regulations, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the Rules and Regulations. No major or structural changes or alternations, and no changes affecting the visual look of the exterior of a Unit or any common or Limited Common Element, shall be made by any Unit Owner to any Unit or to any of the Common or Limited Common Elements, without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By-laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements (other than Limited Common Elements not appurtenant to the Unit Owner's Unit) for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The Percentage Interest in Common Elements shall be determined by dividing one (1) by the number of Units then included in the Condominium, except as modified by merger or separation of units per section 21 of this Declaration.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as THE GLEN AT THE BROADLANDS Condominium Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association, except as modified by merger or separation of units per section 21 of this Declaration, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration (including section 15.13 hereof) and/or otherwise allowed by law. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications, prohibitions, and obligations of the members relative to voting may be further set forth in the Articles of Incorporation and/or the By-Laws of the Association.

10.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving its right to control at an earlier date. Each owner of

a condominium Unit in the Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). Upon conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association's Board shall hold a meeting and shall appoint one Unit Owner as Advisor to the Board of Directors. Upon conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association's Board shall hold a meeting and they shall appoint a second Advisor to the Board of Directors. For purposes of calculating the percentages set forth in Section 10.3 and this Section 10.4, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right to create by expansion are included in the Condominium.

10.5 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

11. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and/or Rules and Regulations. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the Condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements (including but not limited to the Clubhouse) as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The Association may not charge rent or bill the Declarant while the Declarant exercises its rights to use any portion of the Common Elements. The use of Units and Common Elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than three (3) months. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws, and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to

the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than three months; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association or, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

(d) Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles, and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time. In no case may a vehicle be parked outside of a garage and not moved for more than ten (10) consecutive days.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as may be set forth in the By-laws and/or the Rules and Regulations or the Deed Restrictions.

(f) Exterior antennae and satellite dishes shall not be placed on any Building. Exterior antennae and satellite dishes may be placed on the Limited

Common Element appurtenant to an Owner's Unit, but only with prior approval of the Association, which approval shall not be unreasonably withheld, conditioned, or delayed.

(g) A Unit Owner's may not plant any flowers, vegetables, trees, shrubbery, or other plants in any Common Element unless specific written approval is provided by the Association. Such approval may be granted or denied at the sole discretion of the Association. If planting approval is granted, the Association shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion, at unit owner expense. Approval, if granted, may include restrictions.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including those items set forth in Section 5.3 and all of the equipment, fixtures and appurtenances, located on or upon the Unit and the following Limited Common Elements over which the Unit Owner has exclusive use: any patio, deck, porch, concrete stoop, concrete walkway connecting a porch to the driveway, Limited Common Element planting area, which is reserved for the exclusive use of the unit, in good order, condition and repair and in a clean and sanitary condition all as may be more fully set forth in the By-Laws and/or Rules and Regulations of the Association along with Board of Directors' approval. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, Limited Common Element planting areas, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, all communication systems, and other utility lines, distribution systems and other fixtures and equipment and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 12.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements, including any Limited Common Elements serving more than one Unit, and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the Buildings, including, the exterior walls and roofs, parking, upkeep and maintenance of private roadways, water, septic systems and storm sewer mains and laterals, sidewalks, drives, snow and ice removal from paved roadways, sidewalks, pedestrian walk, driveways and parking areas of the Property, lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming and such actions as may be necessary to maintain the Common Elements in compliance with all applicable laws, codes and ordinances. All expenses of the Association, except as

otherwise set forth in this Declaration and/or the By-Laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.4 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of their Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature within their Unit.

12.5 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, patios, porches, decks, etc.) which affect the exterior appearance of Units in the Condominium, and to charge the expenses for same as a Common Expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair and financial responsibility.

12.6 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners on a uniform basis some or all the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be the responsibility of the Unit Owner. The delegation of maintenance responsibilities shall be authorized in the Bylaws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association and the Unit Owner; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%)

from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. If following damage or destruction, the Unit Owners having Seventy-Five Percent (75%) (which percentage must include all Unit Owners whose Units are damaged) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners by first allocating funds to the damaged Unit owners their allocable portion of insurance proceeds bears to the damaged Units, up to the full estimated cost to repair such Units and the balance divided equally among Unit Owners according to their respective Percentage Interest. So, for example, if only one Building is damaged and is rendered unfit to occupy, including by unaffected Unit Owners of such Building, then the funds shall be divided equitably based on damage sustained by the Building Unit Owners up to the full casualty payment attributed to the Building, and the balance divided equally among Unit Owners according to their respective Percentage Interest. No approval, consent, or authorization given by any Unit Owner under Section 13.2 shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

14. INSURANCE.

The Association shall obtain and maintain fire and broad form extended coverage insurance on the Buildings, General Common Elements, Units, and Limited Common Elements ("Covered Elements") in an amount not less than the full replacement value of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage all personal property located therein for not less than the full replacement value thereof. Association Insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors of the Association at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the Board annually and the amount of coverage may be increased

or decreased at any time it is deemed necessary by the Board to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of the all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.

If insurance coverage is available to combine protection for the Association and some or all of the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners may or may not be given the option to refuse participation in such combined insurance. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the unit owner's expense, from obtaining any additional insurance coverage on the Unit.

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association shall also provide workman's compensation insurance, when appropriate, and may provide directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage, as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. The Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well the Unit itself. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, utilities, insurance, management services, landscaping, the clubhouse, and other amenity maintenance and servicing, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established,

and collected from time to time in the manner provided in the By-laws. No Unit Owner may exempt them self from any Assessment by waiver of use and enjoyment of any of the Common Elements or by abandonment of their Unit.

15.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant, or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.3 General Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements.

15.4 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration, By-laws and/or Rules & Regulations.

15.5 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments.

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By-Laws, or the Rules and Regulations, including, among others, those pursuant to Sec. 8.2 and/or Sec. 19.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, for working capital purposes, a sum equal to five hundred dollars (\$500.00), to be allocated for such purposes as the Association may determine in its discretion. As long as Declarant is in control of the Association, Declarant shall not use any of said working capital funds to defray Declarant's expenses or construction costs.

15.7 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to Assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of said Unit by the Declarant. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

15.9 Declarant's Obligation for Common Expenses During Period of Declarant Control. Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 above and under Sec.

703.15 (2)(c), Wis. Stats., no General Assessments shall be assessed against any Unit owned by Declarant for any time period prior to the first day of the first month following the commencement of actual occupancy of the Unit for residential purposes. During the period of Declarant Control, however, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget. The Declarant is liable for the balance of the actual common expenses.

15.10 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (a) Liens of general and special taxes; and
- (b) A Lien for all sums unpaid on a first Mortgage, or on any Mortgage to the Declarant, duly recorded in the Ozaukee County, Wisconsin, Register of Deeds Office, prior to the making of such Assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) Mechanics liens filed prior to the making of the Assessment;
- (d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and
- (e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit of any obligation under the this Declaration, the By-Laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.11 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

15.12 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

15.13 Prohibited Voting. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.14 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions

of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease, or other instrument affecting title to such Unit ownership without including therein both the Unit owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements may hereafter be declared and granted through or over the Common Elements by the Association, provided, however, that as long as Declarant owns any unsold Unit, no easement shall be granted by the Association without Declarant's prior written consent. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines, including water lines, now existing, or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the

construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns.

18.4 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

18.5 Access Utility and Storm Water Easements. The Condominium Plat for THE GLEN AT THE BROADLANDS Condominium may set forth various easements, including, but not necessarily inclusive of nor limited to, Utility, Access, Septic System, Water Main, Storm Water Management Access, and Drainage Easement areas. All said easement areas are for the use and benefit of the lands within THE GLEN AT THE BROADLANDS Condominium, as described on the attached Exhibit A, as well as all of the Expansion Lands, as described on the attached Exhibit B. To the extent said easement areas are within lands now or (after expansion of the Condominium) hereafter included within THE GLEN AT THE BROADLANDS Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached Exhibit B. To the extent that said easement areas are within the Expansion Lands, as described on the attached Exhibit B, or so much thereof as are not hereafter added to THE GLEN AT THE BROADLANDS Condominium by expansion of the Condominium, Declarant hereby grants to THE GLEN AT THE BROADLANDS Condominium, a permanent, perpetual and non-exclusive easement in each of said areas, for the purposes intended, for the use and benefit of the lands now or hereafter included within THE GLEN AT THE BROADLANDS Condominium. A separate document titled "THE GLEN AT THE BROADLANDS Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including but not limited to maintenance and

repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

18.6. Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. ARCHITECTURAL CONTROL.

19.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained (except such as are installed or approved by the Declarant in connection with the Construction) of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13 (5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required governmental approvals. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

19.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

20. MORTGAGEE RIGHTS. Mortgagees of Units shall have the rights set forth below. In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the "project documents"), the provision more favorable to a Mortgagee shall control. If any provision of this Article conflicts with any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:

20.1 Right of 1st Refusal. No right of first refusal in the condominium project documents shall adversely impact the rights of a mortgagee or its assignee to:

20.1.1 Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage; or

20.1.2 Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

20.1.3 Sell or lease a Unit acquired by the mortgagee or its assignee.

20.2 Amendments to Project Documents. Amendments to the project documents of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. Amendments to annex property and/or Units to the Condominium pursuant to Section 6 of this Declaration shall not be deemed or construed as amendments of a material adverse nature to mortgages.

20.3 Termination of Condominium. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for other reasons, must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

20.4 Implied Approval Presumed. If otherwise allowed by law, implied approval by a mortgagee shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

20.5 Right to Notice. Any mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the Association, shall be entitled to receive timely written notice from the Association of the following matters:

20.5.1 Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage; or

20.5.2 Any 60-day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage; or

20.5.3 Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.5.4 Any proposed action that requires the consent of a specified percentage of mortgagees.

20.6 Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.

20.7 Unpaid Dues in Event of Foreclosure. Any first mortgagee who obtains title to a condominium Unit pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six months of the Unit's regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the mortgagee. To the extent that the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged, or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation, merger or separation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and assessments (both Annual and Special) as the total which would have been applicable to the two Units if they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units shall then have the originally allocated vote, Percentage Interest, and assessment responsibility.

22. CONDEMNATION

A. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

B. If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

C. If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 22(F) below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

D. If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 22(F) below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

E. If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

F. Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

G. Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

H. Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

I. Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall be collectible as a Common Expense.

J. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

K. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

L. Partition and Sale Upon Consent. If, pursuant to Section 22(F), the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) (which percentage must include all Unit Owners whose Unit has been taken by virtue of such condemnation) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners by first allocating to the Unit Owners the loss of value to their units, and then the balance equally among Unit Owners according to their respective Percentage Interest. So, for example, if only one Building is taken and is rendered unfit to occupy, including by unaffected Unit Owners of such Building, then the funds shall be divided equally by the Building Unit Owners up to the full value of the Building, and the balance divided equally among all Unit Owners according to their respective Percentage Interest.

23. DEED RESTRICTIONS. The Glen at the Broadlands Condominium is subject to a Declaration of Covenants, Conditions and Restrictions of the Broadlands concerning the overall project which consists of various components including other residential developments, golf course, and related improvements. The Deed Restrictions define certain common areas that are detailed in Section 1.8 of the Deed Restrictions. It also provides for common improvements which are located in the common areas ("Master Association"). This Master Association governs and has certain control aspects affecting the overall project and the individual Unit Owners are made subject to that association including, by example and not limitation, the following restrictions:

- (1) Voting Participation. Voting participation is defined in the Master Association and allows for this Condominium Association to have voting rights under the Master Association.
- (2) Protective Covenants. There are certain protective covenants and prohibitions including but not limited to the leasing of buildings at Section 5.2, limitation of pets at Section 5.3, limitation of vehicles at Section 5.4, limitation of waste at Section 5.5, temporary structure limitation at Section 5.6, limitations with respect to use of patios and balconies at Section 5.9, and limitation of signs at Section 5.10.
- (3) An Architectural Control Committee is established and provided for in the Master Association to approve the development including the construction of these Units including reconstruction or other maintenance. Those provisions are detailed at Article 6 of the Deed Restrictions and include (a) limitations at Section 6.2 concerning installation of antennas and (b) construction detail at Section 6.5 concerning exterior features.

The current Unit's design to be constructed has been approved by the Architectural Control Committee of the Master Association. There are trails that are established within the overall project including over the north 20 feet of Lots 33, 34 and 35 between Crooked Stick Pass and Strawberry Road, and portions of Parcel 2 Certified Survey Map 8543. Those trails are available for Owners including this Condominium Association.

In addition, the Master Association has the power to assess for expense to maintain common improvements. A copy of the Master Association Deed Restrictions is provided with the Condominium Declaration and Unit Owners are specifically advised to review and understand those restrictions.

24. GENERAL PROVISIONS.

24.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all applicable rules, codes, regulations, and ordinances of the VILLAGE of NORTH PRAIRIE, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-laws and Rules and Regulations and any provision of the VILLAGE, County, State or federal law or regulation, the more restrictive provisions shall apply.

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

24.3 Termination. This Declaration may be terminated in the manner allowed by the Act as of the time of termination.

24.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

24.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to term, covenant, condition or restriction, shall not be deemed a waiver of same, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment (to the extent not subject to further restrictions as set forth in this Declaration); provided, however, that, as long as Declarant owns any unsold Unit and so long as the Condominium is subject to expansion as set forth in Section 6 above, no Amendment to this Declaration shall be effective unless consented to in writing by Declarant.

24.7 Registered Agent. John J. Wahlen is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: N63 W23849 Main Street, Sussex, WI 53089. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

24.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

24.9 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

24.10 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the said THE GLEN AT THE BROADLANDS LLC, Declarant, has caused this document to be executed this ____ day of _____, 2025.

THE GLEN AT THE BROADLANDS LLC,
a Limited Liability Company

By: _____
John J. Wahlen, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2025, the above named John J. Wahlen, Managing Member of THE GLEN AT THE BROADLANDS LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

CONSENT OF VILLAGE ADMINISTRATION

The Village of North Prairie hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: _____, 2025

The Village of North Prairie

By: _____

Print Name & Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2025, the above named _____, holding the title of _____ within The Village of North Prairie, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____

Notary Public, State of Wisconsin

My Commission expires: _____

EXHIBIT A

Legal Description of THE GLEN AT THE BROADLANDS Condominium - Phase 1

EXHIBIT B

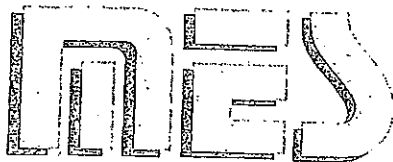
Legal Description of THE GLEN AT THE BROADLANDS Condominium - Expansion Real Estate

**EXHIBIT C
UNIT ADDRESSES**

THE GLEN AT THE BROADLANDS ADDRESSES

<u>BUILDING</u>	<u>UNIT ADDRESSES</u>
<u>#16</u>	55 113 Augusta Way 56 111 Augusta Way
<u>#17</u>	57 109 Augusta Way 58 107 Augusta Way
<u>#18</u>	59 105 Augusta Way 60 178 Lahinch Loop

APR 02 1998



midwest engineering services, inc.
geotechnical environmental materials engineers

SUBSURFACE EXPLORATION AND DRAINAGE EVALUATION

Proposed Detention Ponds

Broadlands Development

North Prairie, Wisconsin

Prepared for

Harmony Homes, Inc.

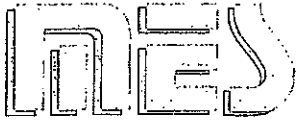
2727 N. Grandview Blvd., Ste. 100

P.O. Box 966

Waukesha, WI 53187

MES Project No. 7-85019-1

March 30, 1998



midwest engineering services, inc.

geotechnical • environmental • materials engineers

205 Wilmont Drive
Waukesha, WI 53186
414-521-2125
FAX 414-521-2471

March 30, 1998

Mr. Bryce Styza
Harmony Realty Corporation
2727 N. Grandview Blvd., Ste. 100
P.O. Box 966
Waukesha, WI 53187

SUBJECT: Subsurface Exploration and Drainage Evaluation
Proposed Detention Ponds
Broadlands Development
North Prairie, Wisconsin
MES Project No. 7-85019-1

Dear Mr. Styza,

The subsurface exploration and detention pond drainage evaluation has been completed. A report of the findings is presented in the following report. Three (3) copies of the report are included herein.

After you have had the opportunity of reading the report, please call at any time with any questions or comments you may have. Midwest Engineering Services, Inc. appreciates the opportunity to be of service on this project.

Very truly yours,

MIDWEST ENGINEERING SERVICES, INC.

Daniel B. Anderson, P.E.
Department Manager
Construction Services

Matthew A. Henderson, P.E.
Principal of Firm

CORPORATE OFFICE: WAUKESHA, WI 414-521-2125

OTHER OFFICES: APPLETON, WI CHIPPEWA FALLS, WI CHAMPAIGN, IL CHICAGO, IL GRAND RAPIDS, MI MUNSTER, IN ST. LOUIS, MO

Pond No. 3

The surface of the site at TP-4, TP-5, TP-6, SB-1, and SB-2 is covered with 9 to 36 inches of sandy clay topsoil. The surface layer is generally underlain by granular soil consisting of silty fine sand, fine to coarse sand and sands and gravels, with trace fines to the maximum depth explored of 9 to 31 feet below existing ground surface. The exception to this included a layer of silty clay encountered above the granular soils of TP-6 to depths of 7 1/2 feet, and below the granular soils at SB-1 at a depth of 24 to 31 feet.

Pond No. 4

The surface of the site at TP-8, TP-9, TP-10, and SB-3, and SB-4 is covered with 6 to 18 inches of silty clay topsoil. Below the surface layer a stratum of red-brown, brown and gray silty clay was encountered to depths of 3 to 22 feet below the existing ground surface. The silty clay was underlain by a layer of sandy clay to clayey sand at TP-9 and TP-10 and then granular soil consisting of sands and gravels with trace to some fines to the maximum depth explored.

Pond Nos. 5 and 6

The surface of the site at TP-1, TP-2, TP-3, and TP-4 is covered with 1 to 2 feet of black sandy clay topsoil. Below the surface, layers of granular soils consisting of clayey sand, silty sand and sand with gravel and cobbles, were encountered to the maximum depth explored of 8 to 10 feet.

General Soil Classification

Overall, the cohesive soils were generally found to be moist to wet with natural moisture contents ranging from 8 to 35 percent and described as soft to very stiff in comparative consistency with unconfined compressive strengths of 0.25 to 3.25 tsf. The granular soils were found to be moist to wet with natural moisture contents of 1 to 12 percent and described as dense to very dense in relative density with standard penetration resistance of 19 to 70+ bpf.

Select samples were subjected to grain size analysis and Atterberg Limits to aid in classifying the subsoils and estimating their relative permeability characteristics. Results of those tests generally indicated the cohesive soils consist of silty clay soils with fine (percent passing No. 200 sieve) contents of 53 to 98 percent. The granular soils generally consist of silty/clayey sand and gravels with 22 to 46 percent fines and clean sands and gravels with 1 to 15 percent fines.

After the removal of topsoil and other unsuitable bearing materials, the subgrade should be evaluated. Existing soils not considered suitable for desired drainage or clay liner be overexcavated and replaced with a suitable fill.

Fill used for clay liner construction should be a clean silty clay material with at least 50 percent passing the No. 200 sieve and 25 percent clay size material. The on-site silty clay encountered in TP-6, TP-8, TP-9 and SB-3 through SB-9 are generally considered suitable for use as clay fill for this application. Fill should be placed in layers of not more than nine (9) inches in thickness, at moisture contents with 0 to 3% of optimum, and compacted to a minimum density of 95 percent of the maximum dry density as determined by ASTM designation D-698.

Proper moisture control is essential to reduce the amount of compactive effort necessary to achieve the desired densities. This is especially true of clayey soils, where scarification and aeration may be required to achieve near - optimum moisture levels prior to compaction. A sheepsfoot roller is generally required for compaction of clayey soils, whereas a vibratory smooth drum roller is preferred for granular material. Small hand-operated compactors should be used in confined areas; granular fills are generally more readily compacted to the required densities in such applications.

The selection of drainage and fill materials for various applications should be done in consultation with the soils engineer. Similarly, the evaluation of the subgrade and placement and compaction of fill for structural applications should be monitored and tested by a qualified representative of the soils engineer.

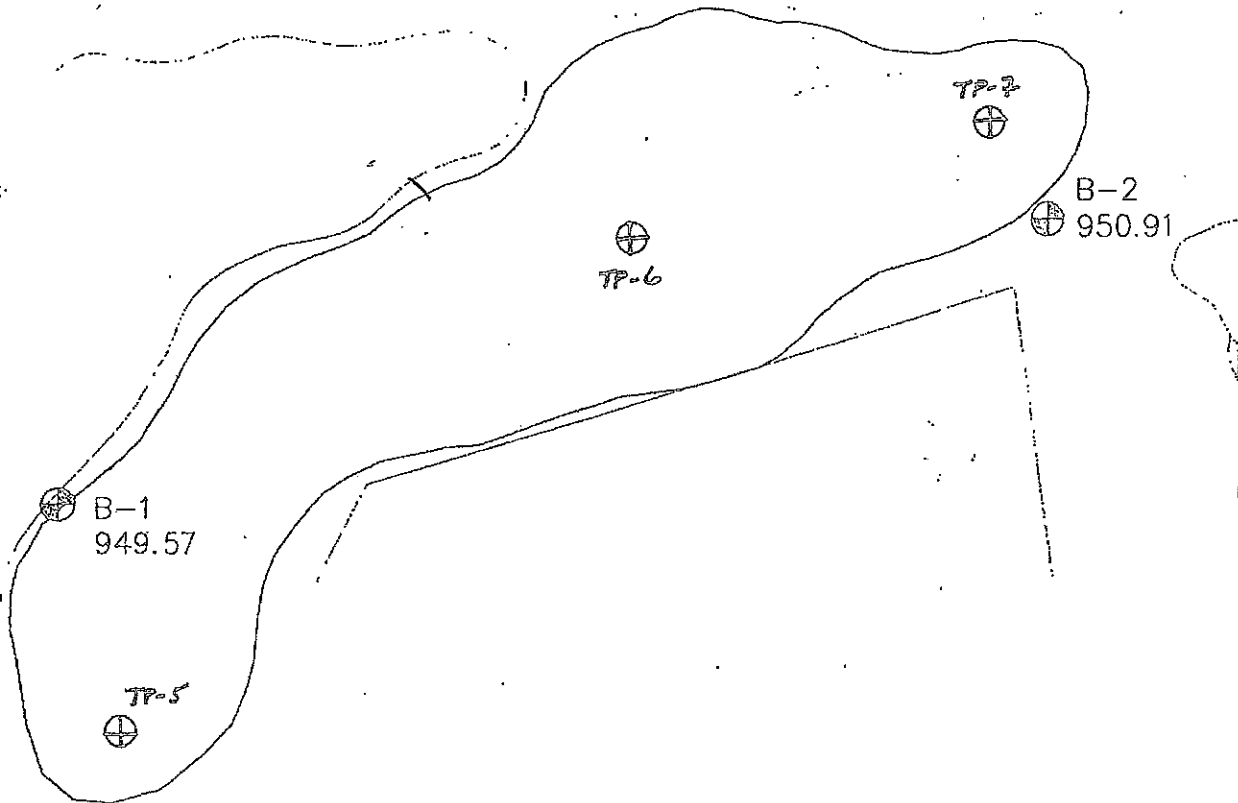
Groundwater was encountered in the open boreholes at the time of the exploration, and groundwater may be encountered during excavation work on this site. If excavations extend only a foot or so below the level of water, it is expected that filtered sump pumps or other conventional means should suffice to control the groundwater. For deeper excavations, prolonged dewatering with sump pumps or more comprehensive means may be necessary to facilitate construction.

GENERAL COMMENTS

This geotechnical exploration and laboratory analysis has been prepared to aid in the evaluation of the feasibility of draining surface waters in pond and down into subsurface soils. The recommendations presented herein are based on the available soil information and the design and as-built information provided. Any changes in the information should be brought to the attention of the soils engineer to determine if modifications in the recommendations or conclusions are required.

This geotechnical study has been conducted in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations and opinions contained herein have been promulgated in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this report.

This geotechnical study has been conducted in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations and opinions contained herein have been promulgated in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this report.



midwest engineering services, inc.

FIGURE
DETENTION POND NO. 3
THE BROADLANDS
NORTH PRAIRIE, WISCONSIN

PROJECT NUMBER:

7-85019-1

DATE:

3-19-98

SOIL BORING LOG

midwest engineering services, inc.

Project Name: The Broadlands
 Location: North Prairie, Wisconsin

Boring No.: B-1
 Project No. : 7-85019
 Date of Boring: 03-02-98
 Field Representative: Ed Weiberg

VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 949.6	DEPTH (Feet)	SAMPLE NO.	N	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	REMARKS
NOTE A		1-AU	--	--	--	29		
Brown clayey SAND, some Gravel (SC)		2-SS	76	--	--	3		
Brown Silty Fine to Medium SAND and GRAVEL (SM-SP)	5	3-SS	50/4 1/2"	--	--	2		
Brown Fine to Medium SAND with GRAVEL and GOBBLES, trace Fines (SM-SP)		4-SS	75	--	--	2		
	10	5-SS	80	--	--	3		
		6-SS	72	--	--	3		After Installation of Temporary Well
Brown Medium to Coarse SAND and GRAVEL with Cobbles, trace fines, Moist to Wet. (SP-GP)	15	7-SS	50/3"	--	--	--		
		8-SS	55	--	--	6		7-Day
	20	9-SS	19	--	--	12		While Drilling
		10-SS	65	--	--	7		
Grayish-Brown Silty CLAY, little Sand, trace Gravel, Very Moist (CL)	25	11-SS	42	3.25	2.89	10		
		12-SS	36	1.75	1.40	10		
	30	13-SS	30	2.5	1.65	11		
End of Boring: 31'								
Note A: 0 - 9" Dark Brown Sandy CLAY, trace Gravel, trace Fine Roots, Moist (TOPSOIL)	35							
Note : Water encountered at 18 1/2' while drilling. Borehole dry upon completion. Caved to 8' upon completion. Water measured at 15 1/2' after installation of temporary well.	40							

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

SOIL BORING LOG

midwest engineering services, inc.

Project Name: The Broadlands
 Location: North Prairie, Wisconsin

Boring No.: B-2
 Project No.: 7-85019
 Date of Boring: 03-02-98
 Field Representative: Ed Weilberg

VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 950.9	DEPTH (Feet)	SAMPLE NO.	N	Qp (tsf)	Qu (tsf)	MC (%)	PID (ppm)	REMARKS
NOTE A		1-AU	--	--	--	23		
GRAVEL, trace Sand and Clay		2-SS	50/3"	--	--	4		
Brown Fine to Medium SAND, with Gravel, trace Silt (SM)	5	3-SS	92	--	--	3		
		4-SS	50/ 3 1/2"	--	--	2		
Brown Medium to Coarse SAND and GRAVEL with Cobbles, trace Fines (SM- SP)	10	5-SS	64	--	--	2		
		6-SS	36	--	--	3		
Brown Sandy GRAVEL, trace Fines, Moist to wet (GP-GW)	15	7-SS	36	--	--	--		Poor Recovery
		8-SS	28	--	--	10		Poor Recovery
	20	9-SS	23	--	--	--		No Recovery
Brown Coarse sandy GRAVEL with Cobbles, trace Fines, Wet (GP-GW)		10-SS	23	--	--	14		Poor Recovery
	25	11-SS	26	--	--	10		
		12-SS	25	--	--	9		
	30	13-SS	23	--	--	7		
End of Boring: 31'								
Note A: 0 - 10" Dark Brown Sandy CLAY, trace Gravel, and Fine Roots, Moist (TOPSOIL)	35							
Note : Water encountered at 19 1/2' while drilling. Borehole dry upon completion. Caved to 3 1/2' upon completion.	40							
* Boring offset 6' due to auger refusal								

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

TEST PIT LOG

midwest engineering services, inc.

Project Name: The Broadlands
Location: Pond No. 3
West end

Test Pit No.: TP-5
Project No. : 7-85019
Date of Test Pit: 2-16-98
Field Representative: Dan Anderson

VISUAL SOIL CLASSIFICATION	DEPTH	SAMPLE	%	%	%			
	(Feet)	NO.	GRAVEL	SAND	FINES			REMARKS
GROUND SURFACE: 949+/-								
Black Sandy CLAY (Topsoil)		A						
Brown clayey SAND, Moist (SC)								
Brown Fine to Medium SAND, little Gravel, trace Fines (SM-SP)	2.5							
	5	B						
	7.5							
Coarser Sand with Gravel and Cobble								
End of Test Pit: 9 Feet (Caving Soils)	10							Hole dry during excavation and upon completion
	12.5							
	15							
	17.5							
	20							

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

TEST PIT LOG

midwest engineering services, inc.

Project Name: The Broadlands
 Location: Pond No. 3
 Middle

Test Pit No.: TP-6
 Project No. : 7-85019
 Date of Test Pit: 2-16-98
 Field Representative: Dan Anderson

VISUAL SOIL CLASSIFICATION	DEPTH (Feet)	SAMPLE NO.	% GRAVEL	% SAND	% FINES		REMARKS
GROUND SURFACE: 945+/-							
Black to dark gray Clayey SILT, little Sand, (Topsoil)	2.5						
Brown Silty CLAY, little Sand, Moist (CL)	5	A	0	26.5	73.5		
Brown Silty Fine SAND, Moist (SM)	7.5	B	0	53.9	45.6		
Brown Fine to Medium SAND, some Gravel, trace Fines (SP- SM)	10	C	20.3	71.3	8.4		
End of Test Pit: 12 Feet (Caving Soils)	12.5						Hole dry during excavation and upon completion
	15						
	17.5						
	20						

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

TEST PIT LOG

midwest engineering services, inc.

Project Name: The Broadlands
 Location: Pond No. 3
 East end

Test Pit No.: TP-7
 Project No.: 7-85019
 Date of Test Pit: 2-16-98
 Field Representative: Dan Anderson

VISUAL SOIL CLASSIFICATION		DEPTH (Feet)	SAMPLE NO.	% GRAVEL	% SAND	% FINES		REMARKS
GROUND SURFACE: 951+/-								
Black silty CLAY, little Sand, (Topsoil)								
Brown Silty CLAY, little Sand, trace Gravel								
Brown well graded GRAVEL, some Sand, trace Fines (GM- GW)		2.5						
		5	A	74.1	24.7	1.2		
		7.5						
		10						
Coarser with Cobbles		12.5						
End of Test Pit: 14 Feet (Caving Soils)		15						Hole dry during excavation and upon completion
		17.5						
		20						

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

SUMMARY OF LABORATORY TEST DATA
MES Project No. 7-85019

Sample No.	Grainsize Distribution			Atterberg Limits		Soil Classification	Estimated Permeability	
	% Gravel	% Sand	% Fines	Liquid Limit	Plasticity Index		(cm/sec)	(ft/min)
7A	74	25	1	-	NP	GW	1×10^{-1}	1.97×10^{-1}
16A	59	38	3	-	NP	GP	1×10^{-2}	1.97×10^{-2}
12B	47	50	3	-	NP	SP	1×10^{-2}	1.97×10^{-2}
2D	6	92	2	-	NP	SP	1×10^{-2}	1.97×10^{-2}
6C	20	71	8	-	NP	SP-SM	1×10^{-3}	1.97×10^{-3}
14A	0	85	15	-	NP	SM-Sp	1×10^{-3}	1.97×10^{-3}
10C	37	35	38	-	NP	GM	1×10^{-4}	1.97×10^{-4}
9C	42	36	22	-	-	GM	1×10^{-4}	1.97×10^{-4}
6B	0	54	46	-	-	SM	1×10^{-4}	1.97×10^{-4}
2C	0	60	40	-	-	SM	1×10^{-4}	1.97×10^{-4}
9A	22	25	53	30	10	CL	1×10^{-6}	1.97×10^{-6}
6A	0	26	45/29	33	17	CL	1×10^{-7}	1.97×10^{-7}
8C	0	1	71/28	29	9	CL	1×10^{-7}	1.97×10^{-7}
8B	0	1	67/32	35	16	CL	1×10^{-7}	1.97×10^{-7}
8A	0	2	68/70	38	17	CL	1×10^{-7}	1.97×10^{-7}

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REPORT OF GRAIN-SIZE ANALYSIS

Project: Broadlands

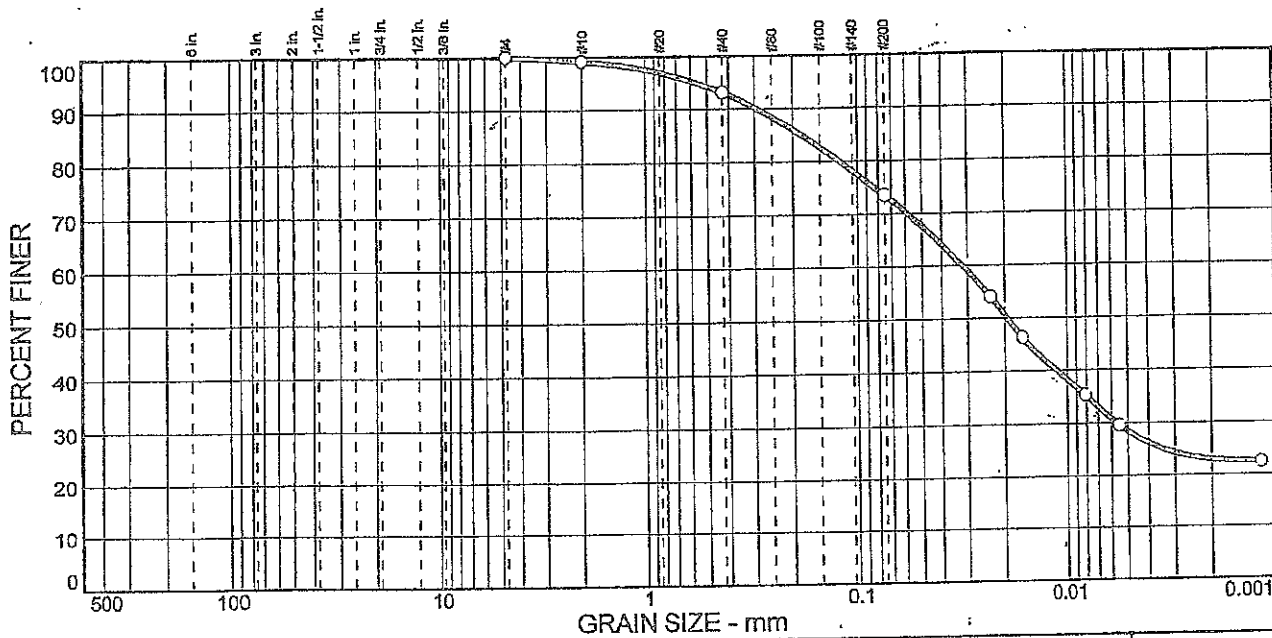
Project No.: 7-85019

Client: Harmony Reality

Sample No: 6A
Location:

Source of Sample: Test Pit #6

Date: 3-2-98
Elev./Depth: 5'



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	0.0	26.5	45.0	28.5

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	99.2		
#40	93.2		
#200	73.5		

Soil Description
Brown Silty Clay with sand

PL= 16 Atterberg Limits LL= 33 PI= 17

Coefficients
D₈₅= 0.182 D₆₀= 0.0316 D₅₀= 0.0195
D₃₀= 0.0056 D₁₅= D₁₀=
C_u= C_c=

Classification
USCS= CL AASHTO= A-4(0)

Remarks

Plate

* (no specification provided)

REPORT OF GRAIN-SIZE ANALYSIS

Project: Broadlands

Project No.: 7-85019

Client: Harmony Reality

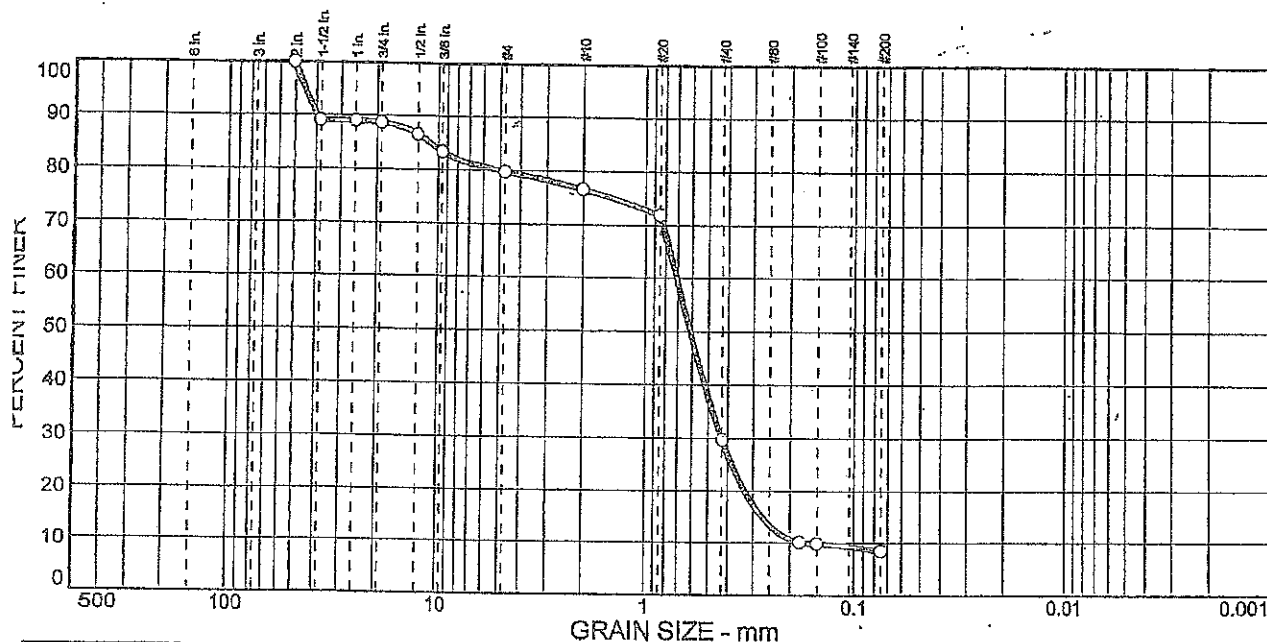
Sample No: 6C

Source of Sample: Test Pit #6

Date: 02-18-98

Location:

Elev./Depth: 11'



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	20.3	71.3	8.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
2.0	100.0		
1.5	89.0		
1.0	89.0		
0.75	88.7		
0.5	86.6		
0.375	83.4		
#4	79.7		
#10	76.6		
#20	71.9		
#40	29.7		
#80	10.1		
#100	9.8		
#200	8.4		

Soil Description Brown Fine to Medium Sand, some gravel, trace fines		
PL= D ₈₅ = 11.0 D ₃₀ = 0.428 C _u = 4.09	Atterberg Limits LL= Coefficients D ₆₀ = 0.713 D ₁₅ = 0.272 C _c = 1.47	PI= D ₅₀ = 0.611 D ₁₀ = 0.174
Classification USCS= SP-SM AASHTO= A-1-b		
Remarks		

* (no specification provided)

Plate

REPORT OF GRAIN-SIZE ANALYSIS

Project: Broadlands

Project No.: 7-85019

Client: Harmony Reality

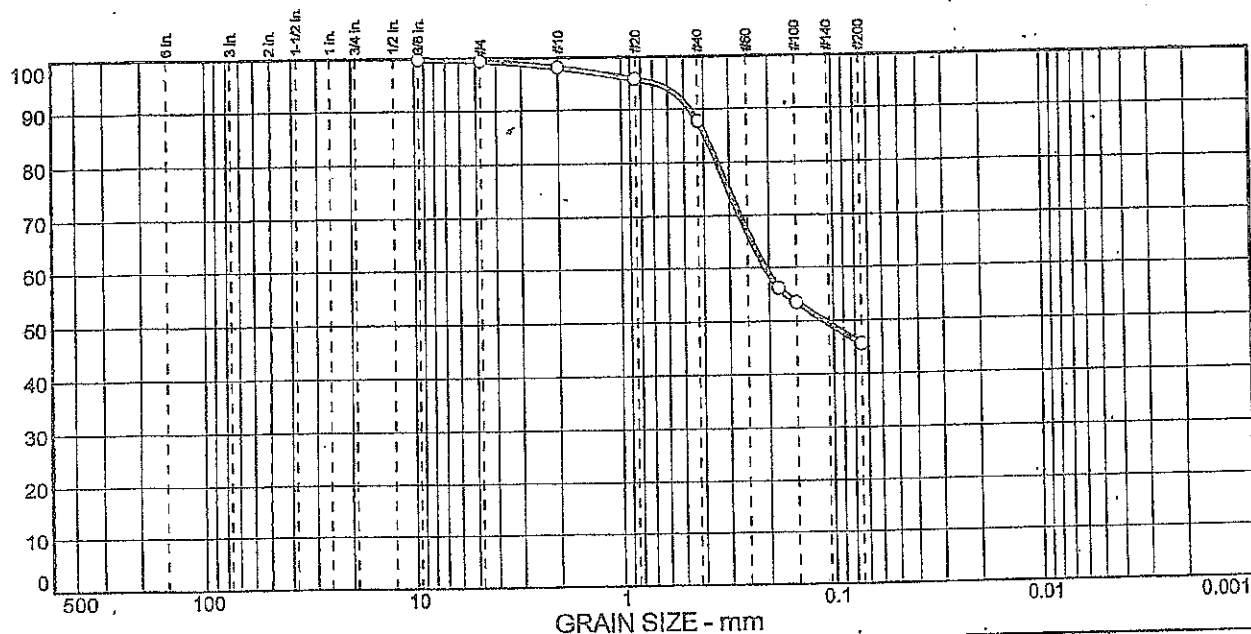
Sample No: 6B

Source of Sample: Test Pit #6

Date: 02-18-98

Location:

Elev./Depth: 8'



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	0.0	53.9		45.6

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.375	99.8		
#4	99.5		
#10	98.1		
#20	95.8		
#40	87.7		
#80	56.2		
#100	53.5		
#200	45.6		

Soil Description
Brown Silty Fine Sand

Atterberg Limits
PL= LL= PI=

Coefficients
D₈₅= 0.390 D₆₀= 0.208 D₅₀= 0.111
D₃₀= D₁₅= D₁₀=
C_u= C_c=

Classification
USCS= SM AASHTO= A-4(0)

Remarks

* (no specification provided)

GENERAL NOTES

SAMPLE IDENTIFICATION

Visual soil classifications are made in general accordance with the Unified Soil Classification System on the basis of textural and particle size categorization, and various soil behavior characteristics. Visual classifications should be substantiated by appropriate laboratory testing when a more exact soil identification is required to satisfy specific project applications criteria.

PARTICLE SIZE ±

Boulders: 8 inches	Coarse Sand: 2mm to 4mm	Silt: 0.005mm to 0.074mm
Cobbles: 3 to 8 inches	Medium Sand: 0.42mm to 2mm	Clay: <0.005mm
Gravel: 5 mm to 3 inches	Fine Sand: 0.074 to 0.42mm	

DRILLING & SAMPLING SYMBOLS

SS: Split-spoon, 2" O.D. by 1 3/8" I.D.

ST: Shelby Tube, 2" O.D. or 3" O.D., as noted in text

AU: Auger Sample

DB: Diamond Bit

CB: Carbide Bit

RB: Roller Bit

WS: Wash Sample

BS: Bag Sample

HA: Hand Auger

SOIL PROPERTY SYMBOLS

N: Standard penetration count, indicating number of blows of a 140 lb. hammer with a 30 inch drop, required to advance a split-spoon sampler one foot.

Qu: Unconfined compressive strength, tons per square foot (tsf)

Qp: Calibrated hand penetrometer resistance, tsf

MC: moisture content, %

LL: Liquid Limit PL: Plastic Limit PI: Plasticity Index

Dd: Dry Density, pounds per cubic foot (pcf)

PID: Photoionization Detector (Hnu meter) volatile vapor level, ppm

SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

NON-COHESIVE SOILS		COHESIVE SOILS		
Classifier	N-Value Range	Classifier	Qu Range (tsf)	N-Value Range
very loose	0 - 3	very soft	0 - 0.25	0 - 2
loose	3 - 7	soft	0.25 - 0.5	2 - 5
medium dense	7 - 15	medium stiff	0.5 - 1.0	5 - 10
dense	15 - 38	stiff	1.0 - 2.0	10 - 14
very dense	38 +	very stiff	2.0 - 4.0	14 - 32
		hard	4.0 +	32+

GROUNDWATER



: Approximate Groundwater level at time noted on soil boring log, measured in open bore hole unless otherwise noted. Groundwater levels often vary with time, and are affected by soil permeability characteristics, weather conditions, & lateral drainage conditions.

SOIL EVALUATION REPORT

In accordance with SPS 385, Wis. Adm. Code

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

Personal Information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m)).

County Waukesha
Parcel I.D. NPV 1563994
Reviewed by N Nelson
Date 9/1/22

Property Owner Land and Home LLC				Property Location Govt. Lot NW 1/4 SE 1/4 S 31 T 6 N R 18				☒ E (or) W	
Property Owner's Mailing Address PO Box 966				Lot #	Block #	Subd. Name or CSM#			
City Waukesha	State WI	Zip Code 53187-0966	Phone Number ()	☐ City	☒ Village North Prairie	☐ Town	Nearest Road Augusta Way		

☒ New Construction Use: ☒ Residential / Number of bedrooms: <u>Unknown</u>	Code derived design flow rate <u>----</u> GPD	Site Suitable For: ☒ Conventional ☐ At-Grade ☐ Mound ☐ Holding Tank ☐
☐ Replacement ☐ Public or commercial - Describe: _____		
Parent material <u>Glacial Outwash</u> Flood Plan elevation if applicable <u>-----</u> ft.		

General comments and recommendations: Prop Sys Elev. — Se plot plan for specific system elevations for each site.
Soil ranges are for 0.7 LR

1	Boring #	☐ Boring ☒ Pit	Ground surface elev. <u>946.52</u> ft.	Depth to limiting factor <u>>120</u> in.
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Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-9	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	9-26	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	26-40	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	40-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			943.18 - 939.52							

2	Boring #	☐ Boring ☒ Pit	Ground surface elev. <u>947.57</u> ft.	Depth to limiting factor <u>>120</u> in.
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Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-7	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	7-22	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	22-36	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	36-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			944.57 - 940.57							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

CST Name (Please Print) Logan Mohr	Signature  Logan Mohr	CST Number 1410637
Address W4644 Pine Creek Drive Elkhorn WI 53121	Date Evaluation Conducted 4/13/2021	Telephone Number 262 495 7004

3

Boring #

☐ Boring☒ PitGround surface elev. 947.29 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-11	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	11-32	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	32-40	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	40-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			943.95 - 940.29							

4

Boring #

☐ Boring☒ PitGround surface elev. 947.98 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-12	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	12-25	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	25-56	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	56-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			943.31 - 940.98							

5

Boring #

☐ Boring☒ PitGround surface elev. 949.07 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-10	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	10-22	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	22-52	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	52-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			944.73 - 942.07							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

6 Boring # ☐ Boring ☒ Pit Ground surface elev. 949.54 ft. Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-7	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	7-18	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	18-48	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	48-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			945.5A - 942.5A							

7 Boring # ☐ Boring ☒ Pit Ground surface elev. 948.24 ft. Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-16	10yr3/3	-----	SiL	2fsbk	Mfr	AS	1VF	0.6	0.8
2	16-22	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
3	22-38	10yr4/4	-----	CL	2msbk	Mfr	CS	-----	0.4	0.6
4	38-66	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
5	66-120	10yr6/4	-----	MS	0sg	ML	-----	-----	0.7	1.6
			942.7A - 941.2A							

8 Boring # ☐ Boring ☒ Pit Ground surface elev. 949.48 ft. Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-9	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.8	0.8
2	9-14	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	14-32	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	32-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			946.81 - 942.48							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

9

Boring #

☐ Boring☒ PitGround surface elev. 947.78 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-10	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	10-22	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	22-55	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	55-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			943.19 - 940.78							

10

Boring #

☐ Boring☒ PitGround surface elev. 948.68 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-12	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	12-38	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	38-58	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	58-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			944.09 - 941.69							

11

Boring #

☐ Boring☒ PitGround surface elev. 950.23 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-12	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	12-20	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	20-30	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	30-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			947.73 - 943.23							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

12 Boring #

☐ Boring☒ PitGround surface elev. 950.84 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-12	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	12-19	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	19-40	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	40-120	10yr6/4	-----	MS	0sg	ML	-----	-----	0.7	1.6
			947.50-943.84							

13 Boring #

☐ Boring☒ PitGround surface elev. 950.70 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-10	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	10-19	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	19-46	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	46-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			946.86-943.70							

14 Boring #

☐ Boring☒ PitGround surface elev. 950.07 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-9	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	9-19	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	19-46	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	46-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			946.23-943.07							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

15 Boring #

☐ Boring☒ PitGround surface elev. 949.71 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-10	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	10-21	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	21-56	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	56-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			945.04 - 942.71							

16 Boring #

☐ Boring☒ PitGround surface elev. 948.14 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-9	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	9-18	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	18-50	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	50-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			943.97 - 941.14							

17 Boring #

☐ Boring☒ PitGround surface elev. 946.95 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-9	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	9-18	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	18-50	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	50-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			942.78 - 939.95							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

18 Boring #

☐ Boring☒ PitGround surface elev. 945.45 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-16	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	16-37	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	37-55	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	55-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			940.86-938.46							

19 Boring #

☐ Boring☒ PitGround surface elev. 946.63 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-8	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	8-18	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	18-38	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	38-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			943.16-939.63							

20 Boring #

☐ Boring☒ PitGround surface elev. 947.58 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-8	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	8-19	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	19-40	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	40-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			944.24-940.58							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

21 Boring #

☐ Boring☒ PitGround surface elev. 947.07 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-8	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	8-28	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	28-48	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	48-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			943.07 - 940.07							

22 Boring #

☐ Boring☒ PitGround surface elev. 947.68 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-7	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	7-20	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	20-40	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	40-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			944.34 - 940.68							

23 Boring #

☐ Boring☒ PitGround surface elev. 948.86 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-8	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	8-20	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	20-36	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	36-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			946.86 - 941.86							

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

24 Boring #

☐ Boring
☒ Pit
Ground surface elev. 947.42 ft.Depth to limiting factor >120 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-13	10yr3/2	-----	L	2fgr	Mfr	AS	1VF	0.6	0.8
2	13-37	10yr4/4	-----	CL	2msbk	Mfr	CS	1VF	0.4	0.6
3	37-48	10yr5/4	-----	SL	1fsbk	Mfr	GW	-----	0.4	0.7
4	48-120	10yr6/4	-----	GrMS	0sg	ML	-----	-----	0.7	1.6
			944.50 - 941.80							

25 Boring #

☐ Boring
☐ Pit
Ground surface elev. ft.Depth to limiting factor in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2

26 Boring #

☐ Boring
☐ Pit
Ground surface elev. ft.Depth to limiting factor in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L