



N64W23760 Main Street

Sussex, Wisconsin 53089

Phone (262) 246-5200

FAX (262) 246-5222

Email: info@villagesussex.org

Website: www.villagesussex.org

AGENDA
VILLAGE OF SUSSEX
PLAN COMMISSION MEETING
6:30 PM TUESDAY, SEPTEMBER 21, 2021
SUSSEX CIVIC CENTER – BOARD ROOM 2nd FLOOR
N64W23760 MAIN STREET

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Sussex Plan Commission, at which a quorum of the Village Board may attend. Notice of Village Board Quorum, (Chairperson to announce the following if a Village Board quorum is in attendance: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments during any portion where the public is allowed to comment or if the rules are suspended to allow the same.)

1. Roll call.
2. Consideration and possible action on the Plan Commission minutes of August 17, 2021.
3. Consideration and possible action on Permitted Uses and Plans:
 - A. Consideration and possible action on a covered parking structure at The Courtyard South parking lot W235N6350 Hickory Drive.
4. Conditional Use Public Hearing(s) and consideration and possible action on Conditional Use Permits and Plans on the following items:
5. Consideration and possible action on CSM's, Plats, Zoning and Planning Items:
 - A. Consideration and possible action on CSM A and CSM B for Highlands Business Park (NW corner of HWY K and STH 164).
 - B. Consideration and possible action on Final Plat for Vista Run Subdivision (South of CTH VV and east of Maryhill Road).
 - C. Consideration and possible action on Final Condo Plat for the Reserves at Vista Run (South of CTH VV and east of Maryhill Road)
 - D. Consideration and possible action on Final Condo Plat for the Town Homes at Vista Run (South of CTH VV and east of Maryhill Road)
6. Other items for future discussion.
7. Adjournment.

Anthony LeDonne
Chairperson

Jeremy J. Smith
Village Administrator

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids/services. For additional information or to request this service, contact the Village Clerk at 246-5200.

DISCLAIMER- THE FOLLOWING ARE DRAFT MINUTES FROM THE
PLAN COMMISSION AND ARE
SUBJECT TO CHANGE UPON APPROVAL OF THE PLAN COMMISSION
VILLAGE OF SUSSEX
SUSSEX, WISCONSIN

Minutes of the Plan Commission meeting held on August 17, 2021

President LeDonne called the meeting to order at 6:30 p.m.

Members present: President Anthony LeDonne, Commissioners Jim Muckerheide, Roger Johnson, Deb Anderson, Mike Knapp and Trustee Greg Zoellick

Members excused: Commissioner Mike Schulist

Others present: Attorney John Macy, Assistant Administrator Kelsey McElroy-Anderson, Village Engineer Judy Neu, IT Coordinator Diane Bruns, Deputy Clerk Caren Brustmann and applicants.

A quorum of the Village Board was not present at the meeting.

Consideration and possible action on the minutes on the Plan Commission meeting of July 20, 2021.

A motion by Anderson, seconded by Johnson to approve the minutes of the Plan Commission meeting of July 20, 2021 as presented. Motion carried 6-0

Consideration and possible action on a Plan of Operation for Allora International, LLC N60W22951 Silver Spring Dr. Unit 15.

Guido Brusa, Owner of Allora International, LLC, N60W22951 Silver Spring Dr. Unit 15, Sussex, WI was present to provide a brief plan of operation.

Mrs. McElroy-Anderson reviewed the Plan Staff Memo (copy attached); stating this site is zoned M-1. General manufacturing is a permitted use in accordance with Section 17.04224.(f)(2) in the M-1 Highway Business District. Allora assembles small electrical components and sells them. Hours of operation will be Monday through Friday 8:00 a.m. to 5:00 p.m. This site is not allowed any outside storage. This site has 2 spaces with the building and 12 general spaces. This use requires 4 spaces leaving 10 general spaces available. Any signage for this site will need to be approved by the building inspector.

Plan Commission Comments: None

Public Comments: None

A motion by LeDonne, seconded by Zoellick to approve the Plan of Operation for Allora International, LLC N60W22951 Silver Spring Dr. Unit 15, a finding the use and structures meet the principals of 17.1002(A-H), and subject to the standard conditions of Exhibit A. Motion carried 6-0

Reconvene the public hearing for a Legal Non-Conforming Conditional Use, Plan of Operation and site plan for Sussex Convenience, gas station and car wash N62W23456 Silver Spring.

Bishnu Adhikari, N62W23456 Silver Spring Dr., WI was present and noted he missed the last meeting due to a family emergency. Mr. Adhikari provided an updated site plan for Sussex Convenience (included in meeting packet) to include a total of 13 parking stalls for the Uhauls. He also noted that the pot holes in the parking lot have been filled.

Plan Commission Comments: Commissioner Knapp questioned when the car wash was going to be operational. Mr. Adhikari stated he is waiting on a new water softener.

Public Comments: None

A motion by LeDonne, seconded by Muckerheide to close the public hearing.

Motion carried 6-0

Consideration and possible action on a Legal Non-Conforming Conditional Use, Plan of Operation and site plan for Sussex Convenience, gas station and car wash N62W23456 Silver Spring Drive.

Staff has prepared a legal non-conditional use document for consideration at this meeting. The Plan Commission has heard testimony on the application for the Conditional Use and site plan for Sussex Convenience, gas station and car wash.

The Plan Commission concluded that the Petitioner had provided substantial evidence with regards to the following Standards/Regulations:

- The Application is complete and consistent with 17.0502
- The use(s) and plans are compliant with 17.0503 & 17.0507 (Review of CU's).
- The use(s) and plans are compliant with 17.0200 (General Conditions)
- The uses(s) and plans are compliant with 17. 1000 (Site Plan Review)
- The Petitioner has provided substantial evidence and adequately addressed the findings of the impact report per 17.0506.A.

The Plan Commission concluded that the Petitioner had provided substantial evidence with regards to the Conditional Use Permit as follows:

- A.3.A. Site Plan Standards compliance
- A.3.B. Plan of Operation compliance
- A.3.C.-H. Various Plan(s) compliance
- A.4.-16. CU condition compliance
- B-L. Administrative CU Condition compliance

A motion by Johnson, seconded by Muckerheide to approve the Legal Non-Conforming Conditional Use based upon the evidence presented at the Public Hearings, Plan of Operation and site plan for Sussex Convenience, gas station and car wash at N62W23456 Silver Spring; a finding the use and structures meet the principals of 17.1002(A-H); subject to the standard conditions of Exhibit A.

Motion carried 6-0

Consideration and possible action on CSM's, Plats, Zoning and Planning Items

None

Other items for future discussion

Commissioner Johnson would like to be provided with more information regarding financial assistance or grant programs available for new or redevelopment of commercial businesses.

Adjournment

A motion by LeDonne, seconded by Anderson to adjourn the meeting at 6:49pm.

Motion carried 6-0

Respectfully submitted,

Caren Brustmann
Deputy Clerk

Exhibit “A”

Village of Sussex Plan Commission

Standard Conditions of Approval Plan of Operation and Site Plan

The Plan Commission for the Village of Sussex authorizes the Building Inspector to issue a building permit to the Petitioner and approves the general layout, architectural plans, ingress and egress, parking, loading and unloading, landscaping, open space utilization, site plan and plan of operation subject to the following conditions:

1. Presentation compliance. Subject to Petitioner operating the premises at all times in substantial conformity with the presentation made to the Village Plan Commission, as modified or further restricted by the comments or concerns of the Village Plan Commission.
2. Inspection compliance. Subject to the Petitioner submitting to and receiving the approval from the Village Administrator, written proof that the Village Building Inspector and Fire Chief have inspected the subject property and have found that the subject property is in substantial compliance with applicable federal, State, and local laws, statutes, codes, ordinances, policies, guidelines and best management practices, prior to this approval being effective.
3. Regulatory compliance. Subject to the Petitioner and Owner fully complying with all Village, County of Waukesha, State of Wisconsin and federal government codes, ordinances, statutes, rules, regulations and orders regarding the premises, including but not limited to compliance with Section 17.1000 of the Village of Sussex Zoning Code entitled “Site Plan Review and Architectural Control,” as determined by Village Staff.
4. Satisfaction of Engineer. Subject to the Developer satisfying all comments, conditions, and concerns of the Village Engineer regarding the Petitioner’s application prior to this approval being effective.
5. Required plans. Subject to the Developer submitting to and receiving written approval from the Village Administrator of all of the following plans as deemed necessary by the Village Administrator:
 - A. Landscaping plan
 - B. Parking plan
 - C. Lighting plan
 - D. Signage plan
 - E. Traffic plan
 - F. Grading plan

Amendment approved at the Plan Commission meeting on July 17, 2014

- G. Tree preservation plan
- H. Open space plan
- I. Water plan
- J. Surface and stormwater management plan
- K. Sewer plan
- L. Erosion control plan
- M. _____

N. _____
O. _____

P.

6. Screening of All Dumpsters. Subject to the Petitioner and Owner screening all dumpsters as required by the ordinance to the satisfaction of the Village Administrator.

7. Payment and reimbursement of fees and expenses. Subject to the Petitioner and Owner paying all costs, assessments and charges due and owing to the Village of Sussex either by the Petitioner or imposed on the subject property, including, but not limited to, real estate taxes, personal property taxes, utility bills, special assessments, permit fees, license fees and professional fees which shall include all costs and expenses of any type that the Village incurs in connection with Petitioner's application, including the cost of professional services incurred by the Village (including engineering, legal and other consulting fees) for the review of and preparation of the conditions of approval, attendance at meetings or other related professional services for this application, as well as for any actions the Village is required to take to enforce any of the conditions of this approval due to a violation of these conditions by the Petitioner or the Owner, as authorized by law.

8. Condition if the Property is in the B-4 Central Business District. If the property is in the B-4 Central Business District, the Petitioner shall comply with the standards and conditions found within the Village of Sussex Downtown Design and Development Plan and other plans as may be approved from time to time by the Community Development Authority in its role as a Redevelopment Authority to guide development within the Village's Downtown.

9. Subject to acceptance. The Owner by requesting a permit either directly or through an agent, and accepting the same is acknowledging that they have received a copy of this conditional approval, that they understand and accept the same, and that upon failure to satisfy these conditions this approval is void, and the same is deemed to not have been approved, and the Petitioner will therefore need to re-commence the application process.

10. Any official named in this document can appoint a designee to perform his or her duties



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website:

MEMORANDUM

TO: Plan Commission
FROM: Jeremy Smith, Village Administrator
RE: Plan Commission meeting of August 17, 2021
DATE: August 9, 2021

All Code Sections in this memo refer to the Sussex Municipal Code Chapter 17 version dated March 25, 2014 with subsequent amendments thereto.

01. **Roll call.**
02. **Consideration and possible action on the minutes of the Plan Commission meeting of June 15, 2021.**
03. **Consideration and possible action on Permitted Uses and Site Plans:**
A. Consideration and possible action on a Plan of Operation for Allora International, LLC N60W22951 Silver Spring Dr. Unit 15.

This site is zoned M-1. General manufacturing is a permitted use in accordance with Section 17.04224.(f)(2) in the M-1 Highway Business District. Allora assembles small electrical components and sells them. Hours of operation will be Monday through Friday 8:00 a.m. to 5:00 p.m. This site is not allowed any outside storage. This site has 2 spaces with the building and 12 general spaces. This use requires 4 spaces leaving 10 general spaces available.

Any signage for this site will need to be approved by the building inspector.

Policy Question:

1. Are there any concerns with the Plan of Operation?

Action Items:

1. Act on the plan of operation.

Staff Recommendation: Staff recommends the Plan Commission approve the Plan of Operation for Allora International, LLC N60W22951 Silver Spring Dr. Unit 15, a finding the use and structures meet the principals of 17.1002(A-H), and subject to the standard conditions of Exhibit A.

04. **Conditional Use Public Hearing(s) and consideration and possible action on Conditional Use Permits and Plans on the following items:**
A. Reconvene the public hearing for a Legal Non-Conforming Conditional Use Plan of Operation and site plan for Sussex Convenience, gas station and car wash N62W23456 Silver Spring.

This site is zoned B-4. The gas station with car wash is a legal non-conforming use in

accordance with Section 17.0507. The business and operations are being purchased by a new owner. Mostly the operation will remain the same; however, the buyer is requesting to add the sale of beer and liquor and use the location for Uhaul rental and moving boxes. Hours of operation will be Monday – Friday, 5:00 a.m. to 9:00 p.m., Saturday 6:00 a.m. to 9:00 p.m. and Sunday 7:00 a.m. to 9 p.m. Gas pumps are available 24 hours 7 days a week.

The Conditional Use Permit Standards to be met:

A. This legal non-conforming conditional use is granted for Sussex Convenience Inc. for the above enumerated uses, subject to the following conditions:

1. Presentation Compliance. The vehicle washing and 24-hour gas station is approved herein on the Subject Property, and the use thereof, shall be used in substantial conformity with the presentation at the Public Hearings before the Plan Commission held on June 15, 2021 and July 20, 2021.

2. Subject Property. This legal non-conforming conditional use permit issued to the Petitioner, shall be limited to the property described in Exhibit “A” attached hereto and incorporated herein as presented at the public hearing.

3. Plans. The Petitioner is required and must have all plans current, approved by the Plan Commission for the Village of Sussex, and on file with the Plan Commission for the Village of Sussex in order for this LNCU to be in effect. The Petitioner shall be entitled to amend or change any plan contemplated herein subject to the aforementioned conditions and subject to the Plan Commission for the Village of Sussex approval and without a public hearing, if such amendments and/or change is not a substantial amendment or change in any plan contemplated herein that the Plan Commission for the Village of Sussex feels, in its sole discretion, to be substantial will require a new permit and all Village procedures in place at the time must be followed.

A. Site Plan. The Petitioner shall maintain the existing site plan, which shall be attached hereto and incorporated herein as Exhibit B.

B. Plan of Operation. The Petitioner shall submit to and receive approval from the Village Plan Commission a specific plan of operation for the Subject Property, the same to be in substantial conformance with the preliminary plans on file and with the presentation at the meeting. Once approved the plan of operation shall be attached hereto and incorporated herein as Exhibit C.

1. The hours of operation for the gas pumps will be 24 hours. While it is anticipated there will be no issues with the 24-hour operation this provision is specifically highlighted for reconsideration by the Plan Commission should concerns or problems arise related to the extended hours of operation.

2. The Gas station may apply for a license to sell beer, wine, and or liquor and may sell said products, if approval by the Village is granted only within strict compliance of said license and the conditions of approval of the same, and with compliance to any

amendments to said license(s) made over time.

C. Traffic, Access and Loading Plans. The petitioner shall comply with the specific traffic, access, loading, and egress plan on file with the Village Clerk.

D. Lighting Plan. The petitioner shall adhere to the lighting plan on file for the subject property. No light rays shall be directed onto neighboring properties.

E. Signage Plan. All signage on the subject property shall conform to the requirements set forth in Section 17.0800 of the Village Zoning Ordinance and the Design Standards of the Village of Sussex, except the two existing pole signs which may exist with what rights they may have as legal nonconforming signs. No change in signage shall be permitted until approved by the Architectural Review Board and Building Inspector for the Village of Sussex.

1. The site has two existing pole signs that may have legal nonconforming rights. The sign face may be changed on these pole signs without a public hearing. If either or both of these pole sign structures need to be replaced or modified the signage plan for the entire site must come into compliance with the then current sign code as a condition of granting this legal non-conforming conditional use. Compliance with this standard if modification or replacement is sought may and is likely to require the removal of the pole signs in their entirety.

F. Sewer, Water, Stormwater and Erosion Control Plans. The Petitioner shall comply with the sewer, water, stormwater and erosion control plans on file with the Village Clerk.

G. Outdoor Storage Plan. No outdoor storage shall be permitted on the subject property with the following specific exceptions:

1. Trash dumpsters limited to the minimum number needed to meet the recycling law requirements. The trash dumpsters shall be screened from view and shall be maintained in a safe and sanitary condition at all times.

2. The storage and sale of propane tank in the style, manner and location of the outdoor storage plan on file with the Village Clerk.

3. No other outside storage or sales of merchandise from the above listed materials (excluding gasoline for vehicle usage) are permitted outside of the building.

4. A limit of ten parking stalls for the storage/rental of Uhaul trucks and trailers.

4. Adult-Oriented Materials. No adult-oriented materials or pornographic videotapes, magazines, or gift items will be sold or rented from the subject facility.

5. Licenses. The Petitioner shall be required to obtain any and all required licenses and permits from the Village, County, State, and Federal Government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made a part of this legal non-conforming conditional use permit.

6. Laws. The Petitioner shall comply with all Federal, State, County, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the Subject Property.

7. Building and Fire Inspection. The Petitioner is required to keep the Subject Property in compliance with all federal, State, and local laws, statutes, codes, ordinances, policies, and guidelines as determined by the Building and Fire Inspectors of the Village of Sussex.

8. Aesthetics. The Petitioner is required to properly maintain the Subject Property at all times and in full compliance with the Village Property Maintenance Code, Chapter 9 of the Village of Sussex Code all to the satisfaction of the Plan Commission for the Village of Sussex.

9. Junk. No junk shall be accumulated or stored on the Subject Property. No burying or burning of junk is permitted on the Subject Property.

10. Temporary Use or Activity. No temporary use or special activity or event shall be permitted without prior approval of the Plan Commission of the Village of Sussex and the same must be in compliance with all ordinance, rules, and regulations of the Village of Sussex and all necessary permits must be obtained.

11. Fees and Expenses. The Petitioner, upon issuance of this legal non-conforming conditional use permit, shall reimburse the Village of Sussex for all expenses incurred by the Village, including, but not limited to, expenses for the Village Administrator, Village Engineer, Village Attorney, and all other professionals and technical assistance realized by the Village in approving and granting this legal non-conforming conditional use permit. The Village Clerk shall provide the Petitioner with copies of all itemized invoices.

12. Enforcement. Any attorney fees incurred by the Village of Sussex to enforce any of the conditions or requirements of this legal non-conforming conditional use permit must be paid by the Petitioner.

13. Complaints. In the event the Petitioner receives any complaints with regard to the operation authorized by this legal non-conforming conditional use, the Petitioner shall respond to such complaints in writing within a reasonable time not to exceed two weeks from the date of the complaint and shall provide a copy of the written response to the Sussex Village Administrator within the same period of time. If the complaint was made in writing, the copy provided to the Village Administrator shall include a copy of the complaint.

14. No Nuisance. The Village reserves the right to rescind its approval of this legal non-conforming conditional use permit based upon the finding that the use is incompatible and a nuisance to surrounding uses, that the use is not in the public interest, or that the use adversely affects the use of adjacent lands, provided the Petitioner is given an opportunity to be heard on the matter and, if so rescinded the Petitioner and Subject Property shall thereupon be immediately subject to the Village of Sussex Zoning Ordinances , as applicable, regarding the use of the Subject Property as though no legal non-conforming conditional use permit was granted.

15. Subject to Acceptance. Subject to the Owner approving in writing the issuance of the same and Petitioner acknowledging in writing that they have received a copy of this legal non-conforming conditional approval, that they understand and accept the same, and that upon failure to satisfy these conditions this approval is void, and the same is deemed to not have been approved, and the Petitioner will therefore need to re-commence the application process.

16. Review. The Plan Commission for the Village of Sussex reserves its right to review the operation and amend the legal non-conforming conditional use permit as the Plan

Commission for the Village of Sussex deems appropriate

B. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use, the question shall be submitted to the Plan Commission for the Village of Sussex for determination.

C. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the Village of Sussex, the County of Waukesha, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.

D. This legal non-conforming conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission for the Village of Sussex as being in compliance with all pertinent ordinances.

E. Should the permitted legal non-conforming conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to the municipality, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the legal non-conforming conditional use may be terminated by action of the Plan Commission for the Village of Sussex.

F. Any change, addition, modification, alteration and/or amendment of any aspect of this legal non-conforming conditional use, including but not limited to a change in the use, premises, lands or owners, other than as specifically authorized herein, shall require a new permit and all Village procedures in place at the time must be followed.

G. Unless this legal non-conforming conditional use permit expressly states otherwise, plans that are specifically required by this legal non-conforming conditional use order may be amended upon the prior approval of the Plan Commission if the Plan Commission finds the plan amendment to be minor and consistent with the legal non-conforming conditional use permit. Any change in any plan that the Plan Commission, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.

H. Should any paragraph or phrase of this legal non-conforming conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the legal non-conforming conditional use and the remainder shall continue in full force and effect.

I. This legal non-conforming conditional use permit shall be effective for an initial term that ends five years from the date of January 1 of the year the legal non-conforming conditional use is approved. During the fifth year of the LNCU the Village Administrator or designee shall examine the record to determine if concerns about the operation have been raised in writing by the public, a governmental body or official, or anyone else, and shall also review the site and the adjoining area for compliance with the conditions of the LNCU. If based upon that review the use of the property is compatible with the surrounding areas and the petitioner is in substantial compliance with all terms of this legal non-conforming conditional use agreement, then, in that event, the legal non-conforming conditional use can be automatically renewed for another 5-year term. If based upon that review the Village Administrator finds concerns about compliance with the conditions of the legal non-conforming conditional use, the petitioner shall be brought back before the Plan Commission for consideration of the renewal. The Petitioner shall have the responsibility to apply for the renewal by January 30th of the fifth (5) year of the term. Failure of Petitioner to apply for the renewal as provided herein shall be deemed a violation of the conditions of the legal non-conforming conditional use and may serve as a basis for termination of the legal non-conforming conditional use permit. The Plan Commission for the Village of Sussex may add additional conditions at any time.

1. Where the changing character of the surrounding area causes the original legal non-conforming conditional use or subsequent approved amendments thereto to no longer be compatible with the surrounding area, or for similar cause, based upon consideration for the public welfare, the legal non-conforming conditional use order and any subsequent approved amendments or changes may be terminated by action of the Plan Commission of the Village of Sussex. Such use shall thereafter be classified as a legal nonconforming use as it was permitted to exist on the day it was terminated.

2. Where this permitted legal non-conforming conditional use does not continue in conformity with the conditions of the original approval or subsequent approved amendments or changes, the legal non-conforming conditional use grant and any subsequent approved amendments thereto may be amended or terminated by action of the Plan Commission for the Village of Sussex. The Plan Commission for the Village of Sussex may require complete termination of such use.

3. This legal non-conforming conditional use may be reviewed annually. Additionally, this conditional use may be reviewed by the Plan Commission for the Village of Sussex at any time upon complaint or upon Plan Commission initiative.

J. Upon acceptance by petitioner of this legal non-conforming conditional use permit, all prior legal non-conforming conditional use permits granted to the subject property are hereby revoked and terminated.

K. If any aspect of this legal non-conforming conditional use permit or any aspect of any plan contemplated and approved under this legal non-conforming conditional use is in conflict with any other aspect of the legal non-conforming conditional use or any aspect of any plan of the legal non-conforming conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission for the Village of Sussex.

L. If any paragraph or phrase of this legal non-conforming conditional use order is declared by a Court of competent jurisdiction to be invalid, unlawful or unenforceable,

such decision shall apply only to the specific paragraph or phrase thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of this order. The remainder of the order shall remain in full force and effect.
Comments from the public if any.

Additional Plan Commission conditions:

The Petitioner, Public and Plan Commission will have a chance to present evidence and discuss the Conditional Use Order.

Policy Questions:

1. Is there any further unanswered questions by the Plan Commission or any other items requiring a continuation of the Public Hearing?

Action:

1. Close the public hearing or continue the public hearing with specific information sought by the Petitioner/Public.

B. Consideration and possible action on a Legal Non-Conforming Conditional Use, Plan of Operation and site plan for Sussex Convenience, gas station and car wash N62W23456 Silver Spring Drive.

Staff has prepared a conditional use document for consideration at this meeting. The Plan Commission has heard testimony on the application for the Legal Non-Conforming Conditional Use and site plan for Sussex Convenience, gas station and car wash.

Policy Questions: Has the Petitioner provided substantial evidence proving they meet the standards/regulations of the Ordinance, the conditions and standards of the Conditional Use Permit, and the other conditions as set forth by the Plan Commission? If No, the deficiency will need to be detailed.

Has the Petitioner provided substantial evidence with regards to the following Standards/Regulations?

The Application is complete and consistent with 17.0502

Yes or No

The use(s) and plans are compliant with 17.0503 (Review of CU's)

Yes or No

The use(s) and plans are compliant with 17.0200 (General Conditions)

Yes or No

The uses(s) and plans are compliant with 17.0419 B-4 Central Mixed Use

Yes or No

The uses(s) and plans are compliant with 17. 1000 (Site Plan Review)

Yes or No

Has the Petitioner provided substantial evidence and adequately

addressed the findings of the impact report per 17.0506.A.

Yes or

No

Has the Petitioner provided substantial evidence with regards to the Conditional Use Permit as follows:

B.3.A. Site Plan Standards compliance

Yes or No

A.3.B. Plan of Operation compliance

Yes or No

A.3.C.-G. Various Plan(s) compliance

Yes or No

A.4.-16. CU condition compliance

Yes or No

B-L. Administrative CU Condition compliance

Yes or No

Action Items:

1. Act on the CU and site plan.

Staff Recommendation: Staff recommends approval of the Legal Non-Conforming Conditional Use based upon the evidence presented at the Public Hearings, Plan of Operation and site plan for Sussex Convenience, gas station and car wash N62W23456 Silver Spring; a finding the use and structures meet the principals of 17.1002(A-H); subject to the standard conditions of Exhibit A.

05. **Consideration and possible action on CSM's, Plats, Zoning, and Planning Items:**

06. **Other Items for future discussion.**

07. **Adjournment.**



MEMORANDUM

TO: Plan Commission
FROM: Jeremy Smith, Village Administrator
RE: Plan Commission meeting of September 21, 2021
DATE: September 13 2021

All Code Sections in this memo refer to the Sussex Municipal Code Chapter 17 version dated March 25, 2014 with subsequent amendments thereto.

01. **Roll call.**
02. **Consideration and possible action on the minutes of the Plan Commission meeting of August 17, 2021.**
03. **Consideration and possible action on Permitted Uses and Site Plans:**
 - A. **Consideration and possible action on a covered parking structure at The Courtyard South parking lot W235N6350 Hickory Drive.**

This site is zoned B-4. The Senior Housing and Assisted/Care Facility would like to add a covered parking structure for 10 spaces for their residents who may have a vehicle. This was reviewed by the Plan Commission in July and the Commission wanted to see a structure that more closely matched the building architecture, and had snow/ice breakers on the roof to prevent potential winter dangers.

The Architect has modified their proposal to present an option that is aligned with the building architecture and have the ice breakers and is seeking approval of the parking canopy. There was a question on the landscaping at the last meeting so the landscaping plan is included.

Policy Question:

1. Are there any concerns with the design of the canopy?

Action Items:

1. Act on the plan.

Staff Recommendation: Staff recommends the Plan Commission approve the covered parking structure at the Courtyard south parking lot (W235N6350 Hickory Drive) a finding the use and structures meet the principals of 17.1002(A-H), and subject to the standard conditions of Exhibit A.

04. **Conditional Use Public Hearing(s) and consideration and possible action on Conditional Use Permits and Plans on the following items:**

None

05. **Consideration and possible action on CSM's, Plats, Zoning, and Planning Items:**

A. Consideration and possible action on CSM A and CSM B for Highlands Business Park (NW corner of HWY K and STH 164).

This site is zoned BP-1 with a PDO. With CSM A, Highlands Court right of way is being established and thus creating a lot 1 (South of the Court) and a lot 2 (North of the Court) from what is currently one lot.

With CSM B, the parcel is being divided into the Business Park Lot, Lot 1, the residential Lot, Lot 2, and the Outlot, Outlot 1, where the stormwater pond is being established for the entire parcel. Lot 1 will be further divided at a later point based upon what roadway length is needed and how the industrial lots take shape. Lot 2 is anticipated to be divided by a subdivision plat at some point in the future.

The Village will need some easements on CSM B for access to the Outlot and for stormwater access across Lot 1. That language is being reviewed and approved by the Village Engineer for inclusion on the CSM prior to recording.

Policy Question:

1. Are there any concerns with the CSM's.

Action Items:

1. Act on the CSM's.

Staff Recommendation: Staff recommends the Plan Commission recommend approval to the Village Board of CSM A and CSM B of the Highlands Business Park (NW Corner of STH 164 and HWY K) subject to the standard conditions of CSM approval, the necessary easements for access to the stormwater ponds, sidewalk access, and utility use in a form agreeable to the Village Engineer, compliance with the Developer's Agreement, payment of all fees, and subject to the standard conditions of Exhibit A.

B. Consideration and possible action on Final Plat for Vista Run Subdivision (South of CTH VV and east of Maryhill Road).

This site is zoned RS-2 and SFRD-3 with a PDO. The Final Plat is in substantial conformity to the preliminary plat. This plat would establish 30 single family lots and 15 outlots (11 outlots will later be subdivided for development) and 4 are being dedicated to the Village for stormwater and public recreation/environmental purposes

The Duplex Condos on Outlots 8/9/10/12/13 are on this agenda under the Condo Plat for the Reserve at Vista Run. The Townhome Condos on Outlots 3 and 5 and Clubhouse on Outlot 4 are on this agenda on the Condo Plat for the Townhomes at Vista Run.

There are technical corrections from the Village Engineer to fix on the Plat that the Developer has acknowledged and is in the process of updating prior to execution of the Plat itself.

Policy Question:

1. Are there any concerns with the Final Plat.

Action Items:

1. Act on the Condo Plat.

Staff Recommendation: Staff recommends the Plan Commission recommend approval to the Village Board of the Final Plat for Vista Run Subdivision (South of CTH VV and East of Maryhill Road) subject to the standard conditions of Plat approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, payment of all fees and subject to the standard conditions of Exhibit A.

C. Consideration and possible action Final Condo Plat for the Reserves at Vista Run (South of CTH VV and east of Maryhill Road).

This site is zoned SFRD-3 with a PDO. The Final Condo Plat is in substantial conformity to the preliminary plat. This plat would establish 29 duplex condo buildings. The building exterior architecture still needs to be approved by the ARB per the Developer's Agreement and Village planning process, but the building layout matches the approved plan.

There are technical corrections from the Village Engineer to fix on the Plat that the Developer has acknowledged and is in the process of updating prior to execution of the Condo Plat itself.

Policy Question:

1. Are there any concerns with the Final Condo Plat.

Action Items:

1. Act on the Condo Plat

Staff Recommendation: Staff recommends the Plan Commission recommend approval to the Village Board of the Final Condo Plat for the Reserves at Vista Run (South of CTH VV and East of Maryhill Road) subject to the standard conditions of Plat approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, approval of the building architecture by the ARB, payment of all fees and subject to the standard conditions of Exhibit A.

D. Consideration and possible action Final Condo Plat for the Town Homes at Vista Run (South of CTH VV and east of Maryhill Road).

This site is zoned SFRD-3 with a PDO. The Final Condo Plat is in substantial conformity to the preliminary plat. This plat would establish 9 (2 unit Townhomes) and 3 (4 unit Townhomes) and a Clubhouse with pool. The building exterior architecture still needs to be approved by the ARB per the Developer's Agreement and Village planning process, but the building layout matches the approved plan.

There are technical corrections from the Village Engineer to fix on the Plat that the Developer has acknowledged and is in the process of updating prior to execution of the Condo Plat itself.

Policy Question:

1. Are there any concerns with the Final Condo Plat.

Action Items:

1. Act on the Condo Plat

Staff Recommendation: Staff recommends the Plan Commission recommend approval to the Village Board of the Final Condo Plat for the Town Homes at Vista Run (South of CTH VV and East of Maryhill Road) subject to the standard conditions of Plat approval, meeting all comments and conditions of the Village Engineer, compliance with the Developer's Agreement, approval of the building architecture by the ARB, payment of all fees and subject to the standard conditions of Exhibit A.

06. Other Items for future discussion.

07. Adjournment.



107'-2"

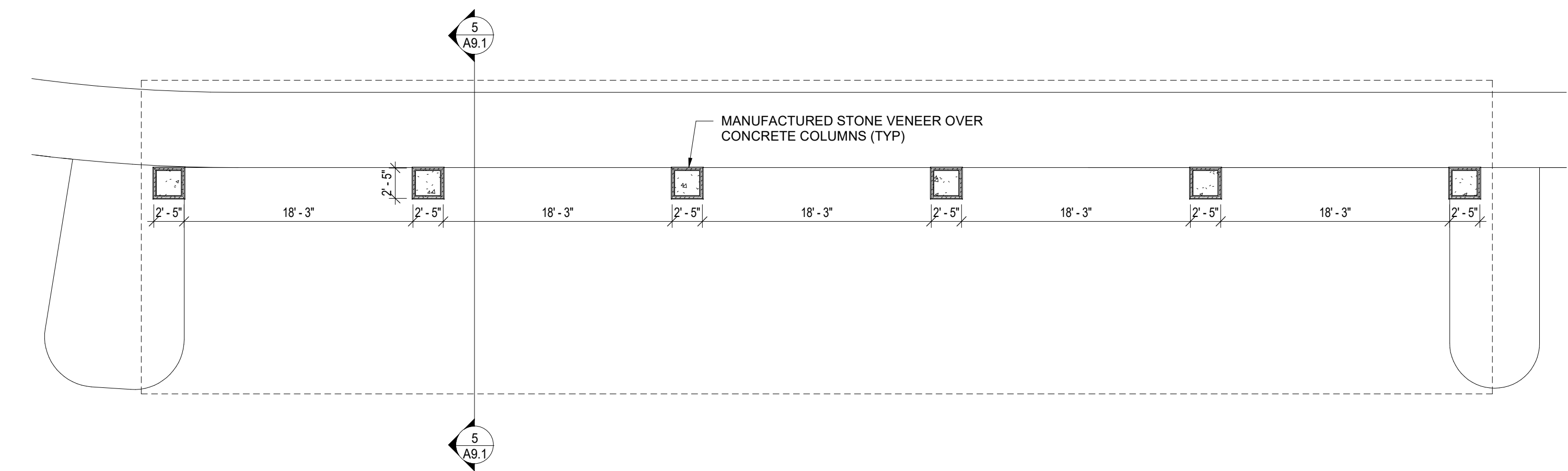
22'-5 1/2"

5'-0"

SNOW GUARD WITH ICE STOPS

STANDING SEAM METAL ROOF

SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

SCALE: 1/2" = 1'-0"

Project Number	20-1050
Date	07/19/2021
Drawn By	PSB
Checked By	KK

A9.1

CONSTRUCTION BULLETIN #11: 07-19-2021

GENERAL PLANTING NOTES

The landscape contractor shall be responsible for complete coordination of planting operation as well as other contracted work, with the other contractors on the job. Repair or damage to the plants, grade, lawns, etc. during installation shall not be considered as an extra, and not chargeable to the Owner. Damage caused by other contractors shall be the responsibility of said contractor.

The contractor shall, at all times, keep the premises free from accumulation of waste material, soil and/or rubbish caused by his employees or work. Contractor shall clean behind his work immediately, and shall take necessary precautions to keep concrete, brick and other paving material clean of soil.

Materials planted and damaged or destroyed by any phenomena considered as an act of God, e.g., vandalism, wind, fire, flood, frost, theft, rain, hail, etc., shall belong to the Owner and shall be his responsibility. Materials stored on-site as not yet planted are not covered by this clause and are the sole responsibility of the contractor.

All plant material furnished by the contractor, unless otherwise specified, shall be No. 1 grade or better in accordance with GRADED AND STANDARDS FOR NURSERY PLANTS as described in ANSI Z60.1 1996. Landscape Architect reserves all right to determine acceptability of plant material submitted for planting.

All plants shall be planted in pits, centered and set on six inches of compacted topsoil to such a depth that the finish grade level, at the plant, after settlement will be the same as that at which the plant was grown. All planting areas shall received adequate fertilization with 'Easy Grow' 3 yr. (1 oz.) fertilizer packets or equivalent. Granular fertilizer will be accepted, but must be approved by Landscape Architect. Please submit specifications.

Application Rates shall be as follows:

Trees:
1-1/2" to 3" cal.: 2 packets, one each side
Greater than 3": Add 1 packet per 1" cal. (i.e. 4"- 4 packets)

Shrubs:
1 packet for every 12" height or spread. (Space evenly if 2 or more packets required)

Perform all work necessary for installing sod and/or seed as shown on the drawings or inferable therefrom and/or as specified, in accordance with the requirements of the contract documents. Immediately prior to seeding, the ground shall be scarified and raked to a friable fine texture. Lawn areas shall be seeded with a mechanical spreader at the rate as recommended for local conditions. After seeding, all areas shall be raked to satisfactorily cover seed, and then thoroughly watered and covered with treated shredded paper mulch or straw mulch. The methods of seeding may be varied by the contractor by his own responsibility to establish a smooth uniform turf. Hydro mulch embankments that exceed 1:4 slopes.

Seed shall be true to specie as called for on the seeding plan. All seed shall be delivered to the job site in sacks plainly marked and certified as to content.

Sod shall be placed when the ground is in workable condition and temperatures are less than 90 degrees Fahrenheit.

Landscape contractor shall water sod immediately after installation to prevent excessive drying during progress of the work. As sodding is completed in any one section, the entire area shall be rolled. It shall then be thoroughly irrigated to a depth sufficient that the underside of the new sod pad and soil immediately below the sod are thoroughly wet.

The landscape contractor shall verify grades established during final soil preparation as being true to finish contours shown, and shall maintain such areas until the effective date to begin sodding and/or seeding operation. In such instances where a split responsibility existing between grading and grassing contractors, it shall be the responsibility of the grassing contractor to maintain a suitable grade for grassing once he has accepted the grade provided to him. In all cases, the ground shall be hand raked immediately prior to being sodded to remove any irregularities in the grade.

Guarantee period for plant materials shall be as follows:	
Lawns (seed & sod)*	3 months
Ground Cover	3 months
Shrubs	12 months
Trees	12 months
Perennials, Roses & Japanese Maples	90 days from installation

*(If lawn is installed in fall and not given full 90 days of guarantee periods, or if not considered acceptable at that time, continue guarantee the following spring until acceptable lawn is established.)

All shrub planting beds to be lined with a minimum of 2-3" shredded bark mulch (no plastic liners). Place mulch at base of all trees (minimum 4' diameter).

A 10/10/10 fertilizer mixture shall be applied at 20#/1000 SF and worked into the lawn bed before seeding or sodding.

Recommended seed mix:	
Premium 60 grass seed mix - Reinder's (262-786-3300)	No-Mow low grow grass seed mix - Reinder's
20% America Kentucky Bluegrass	45% Spartan II Hard Fescue
20% Granite Kentucky Bluegrass	40% Quatro Sheep Fescue
20% Mercury Kentucky Bluegrass	15% Turf Type Annual Ryegrass
20% Longfellow 3 Chewings Fescue	Apply at a rate of 175 Pounds per acre.
10% Replicator Perennial Ryegrass	Refer to supplier specification and installation
10% Fiesta 4 Perennial Ryegrass	cut sheets for further information.
Apply at a rate of 175 pounds per acre.	
Refer to supplier specification and installation cut sheets for further information.	

Proposed trees to be staked as required. Verify with Landscape Architect if exposure and wind conditions prevalent.

Any series of trees to be placed in a particular arrangement will be field checked for accuracy. Trees of same species to be matched in growth character and uniformity. Any trees misplaced will be subject to rejection.

Upon acceptance of the landscape installation, the landscape contractor shall supply the Landscape Architect with a complete and adequate maintenance program to be followed during and after the guarantee period. The landscape contractor shall make periodic inspections of the job during the guaranteed period to determine if proper maintenance is being given. It shall be understood that in accordance with the terms of the guarantee that the landscape contractor must promptly inform the Owner if proper maintenance is not being given to the installation. Such notice shall be in writing, outlining corrective measures to be taken, with a copy to Landscape Architect. At any time during the guarantee period, the landscape contractor shall be required to replace all plants that are dead or in unsatisfactory condition of growth. All replacement plants shall be of like size and kind of the plants removed. Any seed areas over one foot square not covered by turf shall be reseeded by the contractor. Any seed areas over one foot square that are dead or dying shall be replacements included within the guarantee and shall be landscape contractor's expense.

Any alteration to the landscape plan will be submitted to the Project Manager for approval by the Landscape Architect.

Landscape contractors are responsible for making sure all tree balls are moist at the core when trees are installed.

Lawn edges that abut parking lots with no curbing shall be double seeded to a width of 5'.

Pre-Emergent Herbicide (Treflan or Equiv.) to be applied to all plant beds prior to planting for noxious weed control.

The quantities indicated on the material schedule are provided for the benefit of the contractor, but should not be assumed to always be correct. In the even of a discrepancy, the planting plan will take precedence over the material schedule. The contractor shall be responsible for his own quantity calculation and the liability pertaining to those quantities and any related contract documents and/or price quotations.

****PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEPICTED AT MATURE GROWTH****
At least seventy-two hours prior to any excavation, contractor shall verify utility location as given by the electric, gas, telephone, water, sewer, and cable companies, utilities or entities. Review with the owner's representative, site mechanical, site electrical and lighting. Site grading and drainage, site irrigation and all other drawings pertaining to underground utility locations record set of information the same as in possession of owner's representative. Also review owner's "mark sets" of all of these drawings in possession of the contractor or owner. Mark all such utilities on the site prior to commencing. Coordinate with the owner before and during construction. Repair any damage to any system that is caused by landscape contractor at no cost to owner.

Deviations from these plans shall be noted on the record drawing by the contractor and only with prior approval of the landscape architect and owner's representative. Verbal agreements of revisions without a change order will not be recognized by the landscape architect and owner.

All plants must be bid and selected per the species specified on the plans. The sizes of plant material listed herein is a minimum acceptable size. Additionally, if excessive pruning reduces the crown and the plant shall be replaced.

Protect public from construction barrier and barricades.

All areas that are disturbed during construction and areas not covered with pavement, building, planting beds, or tree pits are to be top soiled 4-6" deep (min.) and shall be sodded/seeded with specified lawn grass. Landscape contractor shall include cost per square yard for additional seed operation as may possibly be required to reestablish adjacent turf grass areas which may become damaged during the construction process or to repair damage done by others.

Contractor is responsible for furnishing all materials, tools, equipment, labor and plants necessary for proper planting and installation of all landscape material.

Contractor is responsible for all estimating and bidding. All areas, quantities and materials should be field verified with site conditions.

Where discrepancies occur between the landscape plans and/or architectural and/or civil drawing (and any other site drawings) the discrepancies must be brought to the landscape architect's attention for coordination and resolution.

All diseased, noxious or inappropriate materials shall be removed from the proposed site prior to the start of construction and during the maintenance period.

General contractor shall leave the site free of construction debris.

All lawn and planting areas shall slope to drain a minimum of 2% unless noted otherwise and reviewed with owner's representative for final approval.

Finish grades for shrub and ground cover areas shall be held 1" below top of adjacent pavements and curb, unless noted otherwise on the plans. Refer to planting details for further information.

All perennial, annual, and ground cover areas to receive a blend of organic soil amendments prior to planting. Till the following materials into existing topsoil to a depth of approximately 8". A depth of 12" in tree pits. Proportions and quantities may require adjustment depending on the condition of existing soil. Refer to planting details for further information.
Per every 100 square feet add:
- One - 2 Cubic foot bale of peat moss
- 2 pounds of 5-10-5 garden fertilizer
- ¾ cubic yard of composted manure
- Plant starter or other composted, organic material
** Premixed soils will be accepted, i.e. Purple Cow, Soil-Life, etc. Please notify Landscape Architect of alternatives used.

All shrubs to be pocket planted with a 50/50 mix of plant starter and existing soil. Install topsoil into all beds as needed to achieve proper grad. Remove all excessive gravel, clay and stones. Refer to planting details for further information.

Plant all trees slightly higher than finished grade at root flare. Back fill hole with 2/3 existing topsoil and 1/3 peat moss. Avoid any air pockets, discard any gravel, clay or stones. Refer to planting details for further information.

All trees to be installed, staked or guyed according to details. Refer to planting details for further information.

All planting to be watered at the time planting throughout construction and upon completion of project as required. Where specified, all plant beds, pits and tree rings are to receive a minimum of 2-3" dressing of shredded hardwood oak bark mulch shavings (or brown enviro-mulch) free of growth, weeds, foreign matter detrimental to plant life or germination inhibiting ingredients. Landscape contractor to provide a sample to owner for approval. Contractor to take care with installation not to damage or cover plants. Refer to planting details for further information.

During the initial 30 day maintenance period the landscape contractor is required to provide an on-going pleasant visual environment whereas any plant which is not responding to transplanting or thriving shall immediately be replaced. New lawns shall be watered and repaired and weeds must constantly be removed. No exceptions will be granted.

Landscape/site demolition contractor to verify locations of existing trees and shrubs to be salvaged and clearly tag them with marking tape and construction fence.

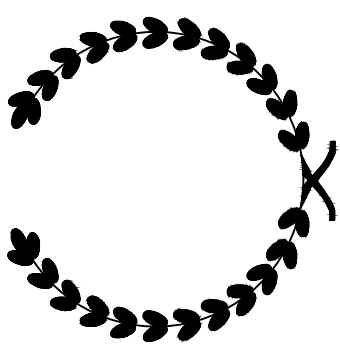
Landscape/site demolition contractor to verify locations of existing trees and shrubs to be relocated. All plant materials to be relocated is to be clearly tagged with marking tape and moved before site demolition is to begin.

Irrigation system to be designed for a overlapping sprinkler head system in all lawn & island areas and a drip system for all foundation planting areas.

Contractor Note:
Before site grading and demolition is to begin for proposed new pavement, the area is to be staked and all trees and shrubs that are to be preserved are to be tagged by landscape architect and relocated by landscape contractor. If required a tree preservation plan will be produced and coordinated with city staff. Demolition contractor to coordinate w/landscape architect, owner and landscape contractor.

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
3	Acer campestre 'Queen Elizabeth' / Queen Elizabeth Hedge Maple	2" Cal	B&B	
4	Aesculus glabra / Ohio Buckeye	2" Cal	B&B	
3	Aesculus hippocastanum 'Baumannii' / Horse Chestnut	2" Cal	B&B	
2	Betula nigra / River Birch	2" Cal	B&B	
13	Crataegus phoenopyrum / Washington Hawthorn	2" Cal	B&B	
8	Ginkgo biloba / Ginkgo	2" Cal	B&B	
2	Magnolia stellata 'Royal Star' / Royal Star Magnolia	2" Cal	B&B	
1	Quercus bicolor / Swamp White Oak	2" Cal	B&B	
1	Quercus muehlenbergii / Chinkapin Oak	2" Cal	B&B	
3	Quercus robur 'Fastigiata' / Columnare English Oak	2" Cal	B&B	
4	Tilia americana 'Kromm' TM / Sweet Street Linden	2" Cal	B&B	
1	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	2" Cal	B&B	
EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
1	Abies concolor / White Fir	6-7"	B&B	
11	Picea abies / Norway Spruce	6-7"	B&B	
3	Picea abies 'Nidiformis' / Bird Nest Spruce	3-4' cont.		
14	Picea glauca densata / Black Hills Spruce	6-7"	B&B	
8	Pinus cembra 'Blue Mound' / Blue Mound Stone Pine	6-7"	B&B	
6	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	6-7"	B&B	
8	Pinus mugo 'Encl' / Encl Mugo Pine	3-4' cont.		
1	Pinus strobus / White Pine	6-7"	B&B	
4	Pinus sylvestris / Scotch Pine	6-7"	B&B	
12	Taxodium distichum 'Shawnee Brave' TM / Shawnee Brave Bald Cypress	6-7"	B&B	
16	Taxus x media 'Everlow' / Everlow Yew	3-4' cont.		
7	Thuja standishii x plicata 'Green Giant' / Green Giant Arborvitae	--- --		
FLOWERING TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
8	Amelanchier laevis 'Cumulus' / Cumulus Allegheny Serviceberry	6-7" Multitrunk	B&B	
1	Amelanchier x grandiflora 'Cole's Select' / Cole's Select Serviceberry	6-7" Multitrunk	B&B	
3	Cotinus coggygria 'Royal Purple' / Royal Purple Smoke Tree	6-7" Multitrunk	B&B	
1	Malus x Lollizam / Lollipop Crabapple	6-7" Multitrunk	B&B	
3	Malus x 'Red Jewel' / Red Jewel Crab Apple	6-7" Multitrunk	B&B	
2	Syringa reticulata / Japanese Tree Lilac	6-7" Multitrunk	B&B	
EVERGREEN SHRUBS	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
22	Juniperus chinensis 'Sea Green' / Sea Green Juniper	3-4' cont.		
SHRUBS	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
9	Aronia arbutifolia / Red Chokeberry	3-4' cont.		
10	Aronia melanocarpa / Low Scape Chokeberry	3-4' cont.		
9	Aronia melanocarpa 'Morton' TM / Black Chokeberry	3-4' cont.		
20	Cornus alba 'Sibirica' / Red Twig Dogwood	3-4' cont.		
4	Cornus racemosa / Gray Dogwood	3-4' cont.		
10	Diervilla lonicera / Dwarf Bush Honeysuckle	3-4' cont.		
11	Diervilla sessilifolia 'Cool Splash' / Cool Splash Dwarf Honeysuckle	3-4' cont.		
3	Hamamelis vernalis 'Vernal' / Vernal Witch Hazel	3-4' cont.		
27	Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea	3-4' cont.		
3	Myrica pensylvanica / Northern Bayberry	3-4' cont.		
5	Physocarpus opulifolius 'Jefam' / Amber Jubilee Ninebark	3-4' cont.		
7	Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark	3-4' cont.		
4	Physocarpus x 'Kodiak Orange' / Orange Kodiak Ninebark	3-4' cont.		
7	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	3-4' cont.		
9	Rosa rugosa "Purple Pavement" / Purple Pavement Rose	3-4' cont.		
3	Rosa x Hansa / Hansa Rose	3-4' cont.		
3	Syringa patula 'Miss Kim' / Miss Kim Lilac	3-4' cont.		
10	Viburnum lantana 'Mohican' / Mohican Viburnum	3-4' cont.		
36	Viburnum opulus / Compact European Cranberrybush	3-4' cont.		
3	Viburnum x Juddii / Judd Viburnum	3-4' cont.		
3	Weigela florida 'Alexandra' WINE & ROSES / Wine & Roses Weigela	3-4' cont.		
GRASSES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
6	Panicum virgatum 'Shenandoah' / Switch Grass	1 gal		
12	Schizachyrium scoparium / Little Bluestem Grass	1 gal		
ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
13	Achillea millefolium 'Desyiel' TM / Desert Eve Yellow Yarrow	2.5"		
7	Deschampsia cespitosa / Tufted Hair Grass	1 gal		
12	Heuchera x brizoides 'Firefly' / Coral Bells	1 gal		
5	Leucanthemum x superbum 'Crazy Daisy' / Shasta Daisy	1 gal		
6	Perovskia atriplicifolia 'Blue Jean Baby' / Blue Jean Baby Russian Sage	1 gal		
15	Sedum x 'Angelina' / Angelina Sedum	1 gal		
12	Sedum x 'Fire and Ice' / Fire and Ice Hosta	1 gal		
10	Sedum x 'Frosty Morn' / Frosty Morn Sedum	1 gal		
GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
483 sf	PP / Ground Cover	4.5"		

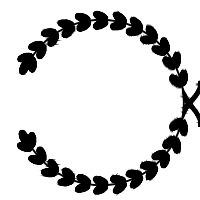


PROPOSED GARDEN DESIGN FOR:

THE COURTYARD AT SUSSEX
SENIOR LIVING FACILITY

SUSSEX, WISCONSIN

GARLAND ALLIANCE
LANDSCAPE ARCHITECTS

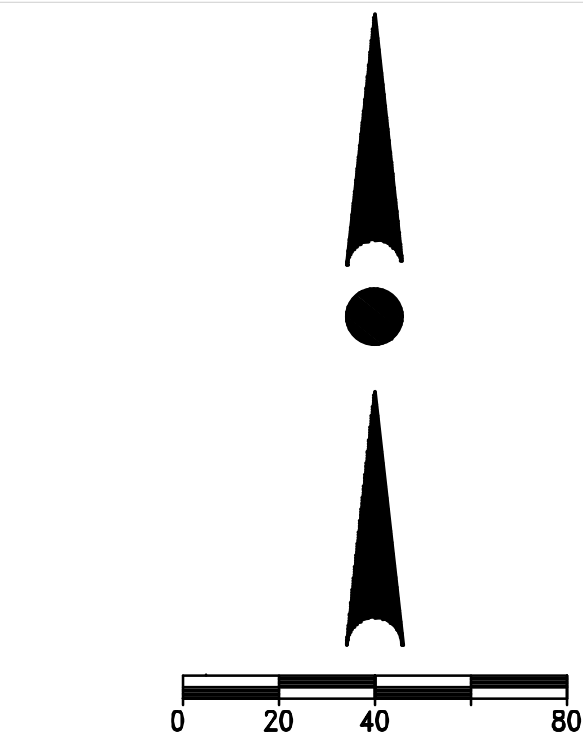


5707 6th AVENUE
Kenosha, WI 53140
(414) 688-1641
garlandalliance@gmail.com

REVISIONS:

JANUARY 29, 2020	AUGUST 19, 2021
FEBRUARY 22, 2020	
FEBRUARY 28, 2020	
SEPTEMBER 17, 2020	
SEPTEMBER 21, 2020	

SCALE: 1" = XX'
SHEET NUMBER: L1.5



LEGEND:	
	EXISTING CONTOUR
	EXISTING SANITARY SEWER
	EXISTING SANITARY MANHOLE
	EXISTING WATER MAIN
	EXISTING HYDRANT
	EXISTING STORM SEWER
	EXISTING STORM MANHOLE
	EXISTING STORM INLET
	EXISTING TRANSFORMER
	EXISTING ELECTRIC PEDESTAL
	EXISTING TELEPHONE PEDESTAL
	EXISTING CATV PEDESTAL
	EXISTING POWER POLE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY MANHOLE
	PROPOSED WATER MAIN
	PROPOSED HYDRANT
	PROPOSED WATER VALVE
	PROPOSED STORM SEWER
	PROPOSED STORM MANHOLE
	PROPOSED STORM INLET
	PROPOSED STORM END SECTION

SITE DATA

LOT AREA DATA:	
Original Lot Area	330,039 sf (7.577 acres)
- Pembroke Street R.O.W.	-11,219 sf
LOT 1 TOTAL LOT AREA:	
[Lot 1 of CSM No. 11576 recorded as Document No. 4283972]	318,820 sf (7.3191)
TOTAL FLOODPLAIN AREA:	
	- 44,196 S.F. (1.015 acres)
	13.9% of Lot 1
TOTAL DEVELOPMENT AREA:	
	274,624 S.F. (6.304 acres)
	86.1% of Lot 1
PROPOSED DEVELOPMENT DATA:	
BUILDING FOOTPRINT:	74,674 sf (1.714 acres)
	23.4% of Lot 1
PARKING & DRIVE:	61,780 sf (1.418 acres)
	19.4% of Lot 1
SIDEWALK, PATIOS & CONCRETE:	12,906 S.F. (0.296 acres)
	4.04% of Lot 1
TOTAL IMPERVIOUS AREA:	
	149,360 S.F. (3.428 acres)
	46.8% of Lot 1
TOTAL OPEN SPACE AREA:	
	169,460 S.F. (3.890 Acres)
	53.2% of Lot 1
PARKING DATA:	
Standard Parking Spaces	69 Spaces
ADA Parking Spaces	3 Spaces
TOTAL Parking Spaces	72 Spaces
TOTAL GRADING WITHIN 75' OF CREEK: 8,844 sf (0.203 Acres)	

NOTE:
EXISTING 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 LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

CONSTRUCTION SET / CB#3: 11-30-2020



4100 N CALHOUN ROAD
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

PROJECT:
THE COURTYARD AT SUSSEX
SENIOR LIVING FACILITY
VILLAGE OF SUSSEX, WI
PREPARED FOR:
SUSSEX ASSISTED LIVING LLC
101 N WACKER DRIVE, SUITE 608
CHICAGO, IL 60606

REVISION HISTORY

DATE	DESCRIPTION
09/21/20	PER COURTYARD REVISION
10/30/20	DOWNSPOUT REV.
11/04/20	PAVEMENT STRIPING REV.
11/06/20	DOWNSPOUT REV.
11/11/20	STM SEWER REV.
11/30/20	CB#3
06/10/21	PER SHED RELOCATION
08/23/21	PER PARKING CANOPY

DATE:

AUGUST 23, 2021

JOB NUMBER:

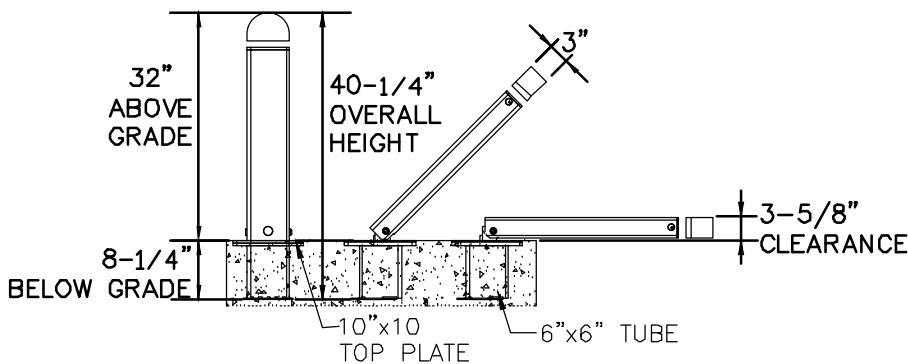
15016

DESCRIPTION:

PROPOSED
SITE PLAN

SHEET

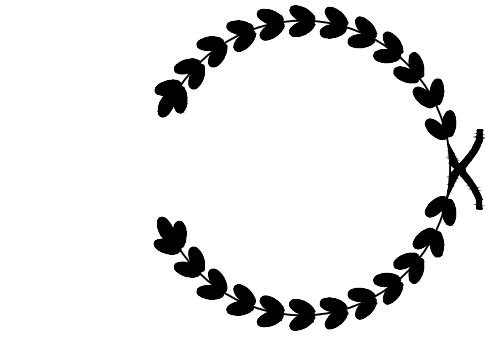
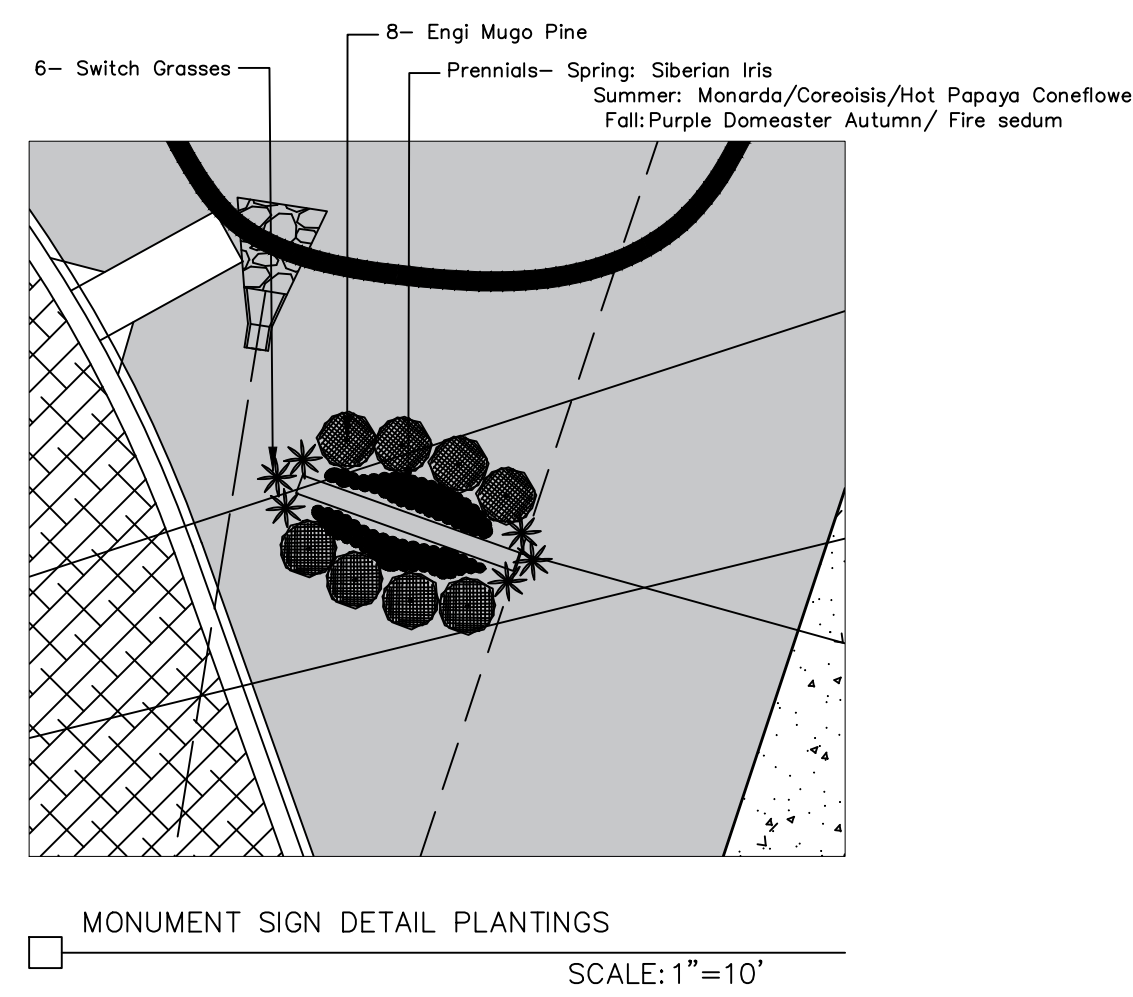
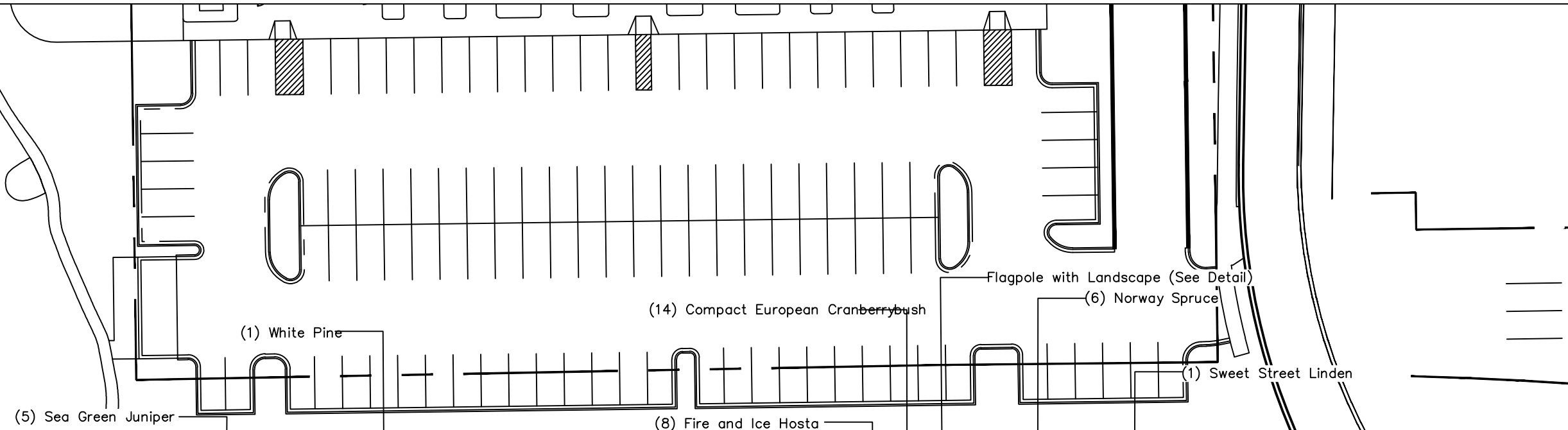
C1.1



MAXIFORCE COLLAPSIBLE BOLLARDS
OR SIMILAR
NO SCALE

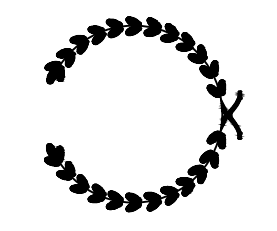
Planting	Qty/Line	Qty/Line
Asclepias incarnata	March (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	March Blazing Star	3.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Physanthemum virginicum	Mountain Mint	0.30
Rudbeckia hirta	Black-eyed Susan	2.25
Rudbeckia subtomentosa	Sweet Black-eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia virginiana	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00

Grasses, Sedges, & Rushes	Qty/Line	Qty/Line
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipitata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Mania Grass	1.00
Panicum virgatum	Switchgrass	3.50
Scirpus atrovirens	Dark-Green Bulrush	0.50
Scirpus cyperinus	Wool Grass	0.30
Sorghastrum nutans	Indian Grass	5.00
Spartina pectinata	Prairie Cordgrass	3.00



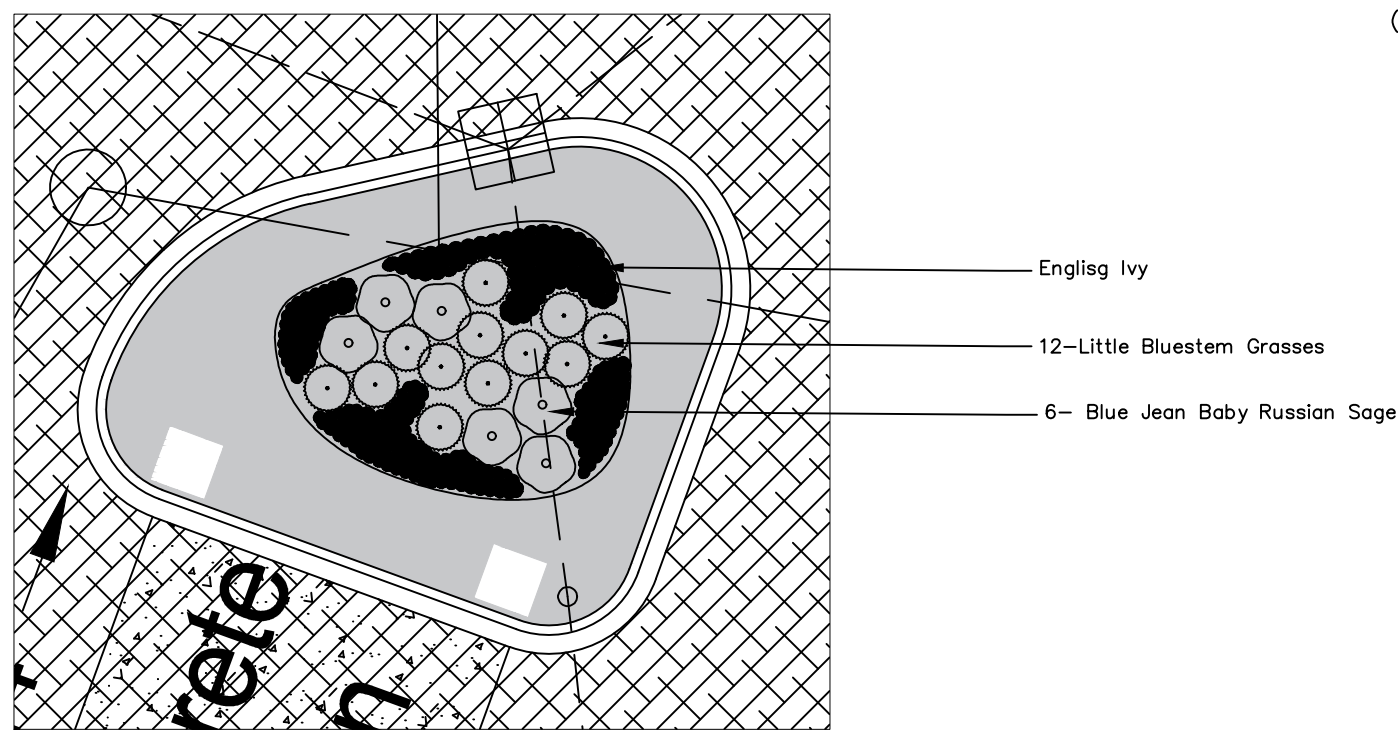
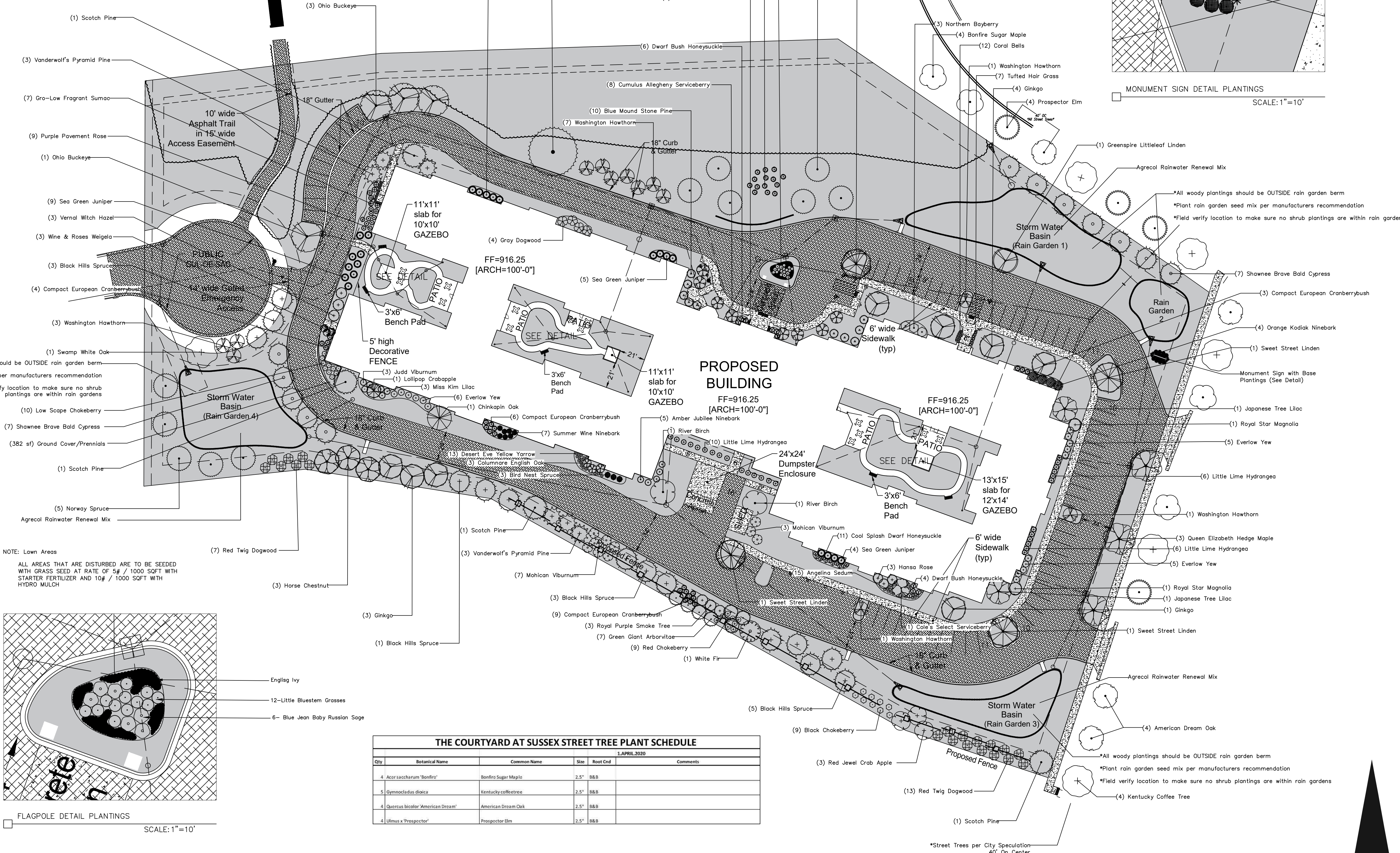
PROPOSED GARDEN DESIGN FOR:
THE COURTYARD AT SUSSEX
 SENIOR LIVING FACILITY
SUSSEX, WISCONSIN

GARLAND ALLIANCE
 LANDSCAPE ARCHITECTS



5707 6th Ave.
 Kenosha/WI 53140
 (414) 688-1641 garlandalliance@gmail.com

REVISIONS:	DATE	DESCRIPTION
JANUARY 21, 2020	APRIL 3, 2020	
JANUARY 23, 2020	SEPT 15, 2020	
FEBRUARY 19, 2020	SEPT 17, 2020	
FEBRUARY 27, 2020	SEPT 21, 2020	
FEBRUARY 28, 2020	OCT 29, 2020	
MARCH 16, 2020	AUG 19, 2021	
APRIL 1, 2020	AUG 24, 2021	
SCALE: 1"=40'		
SHEET NUMBER: L1.1		



THE COURTYARD AT SUSSEX STREET TREE PLANT SCHEDULE					
Qty	Botanical Name	Common Name	Size	Row Cnd	Comments
4	Acer saccharum 'Bonfire'	Bonfire Sugar Maple	2.5"	B&B	
5	Gymnocladus dioica	Kentucky coffeetree	2.5"	B&B	
4	Quercus bicolor 'American Dream'	American Dream Oak	2.5"	B&B	
4	Ulmus x 'Prospector'	Prospector Elm	2.5"	B&B	

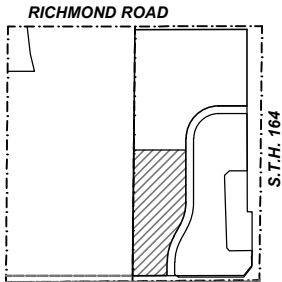
LANDSCAPE PLAN

A

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

VICINITY MAP:



NE/14 SEC. 33-8-19
SCALE: 1" = 2000'



NE COR. NE 1/4
SEC. 33-8-19
CONC. MON.

LOT 1
C. S. M. 12010

SITE:
W250 N5467 HIGHWAY 164
SUSSEX, WI
TAX KEY: 0273999003 &
0273999007

OWNERS/DEVELOPERS:
SUSSEX CORPORATE PARK, LLC
1200 N. MAYFAIR RD.
MILWAUKEE, WI 53226
414-777-1200

SURVEYOR:
BAIBA ROZITE, PLS - 2351
THE SIGMA GROUP
1300 W. CANAL STREET
MILWAUKEE, WI 53233
414-643-4171

LEGEND & NOTES:

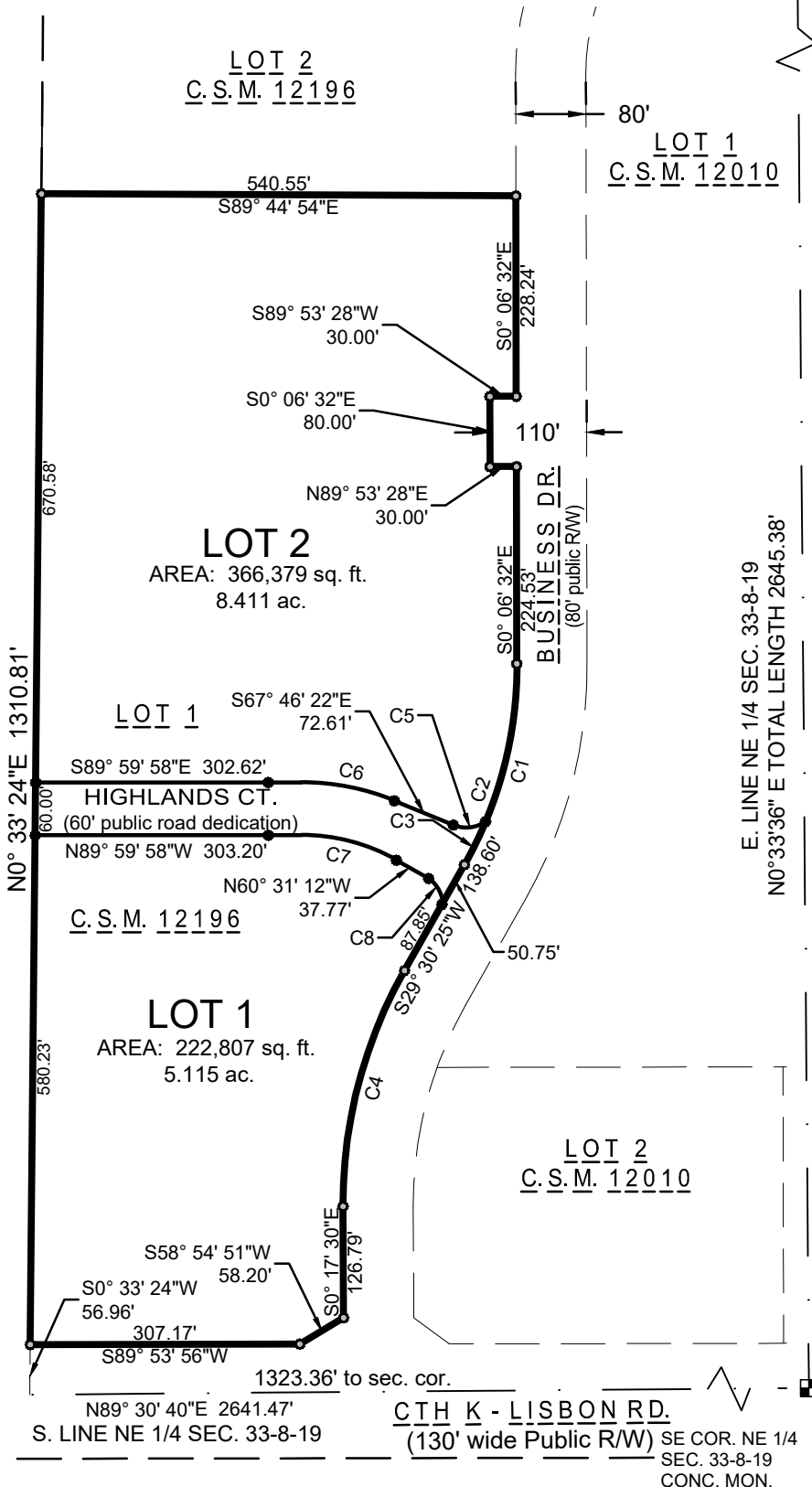
- INDICATES REBAR FOUND.
 - OTHER FOUND MONUMENTATION, AS NOTED ON DRAWING.
 - INDICATES SET 3/4" DIAM.
- REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

COORDINATES & BEARINGS
REFERENCED TO THE EAST LINE OF
THE NE 1/4 OF SEC. 33-8-19, BEARING
N 0°33'36" E,

DISTANCES MEASURED TO THE
NEAREST 0.01'. ANGLES MEASURED
TO THE NEAREST 01".

SITE IS NOT IN THE FLOODPLAIN PER
FEMA FIRM PANEL 55133C0201G
DATED 11/02/2014.

LANDS



E. LINE NE 1/4 SEC. 33-8-19
N 0°33'36" E TOTAL LENGTH 2645.38'

CTH K - LISBON RD.
(130' wide Public R/W)

SE COR. NE 1/4
SEC. 33-8-19
CONC. MON.

CURVE DATA ON SHEET 3



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

GRAPHIC SCALE



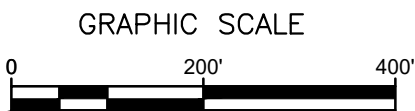
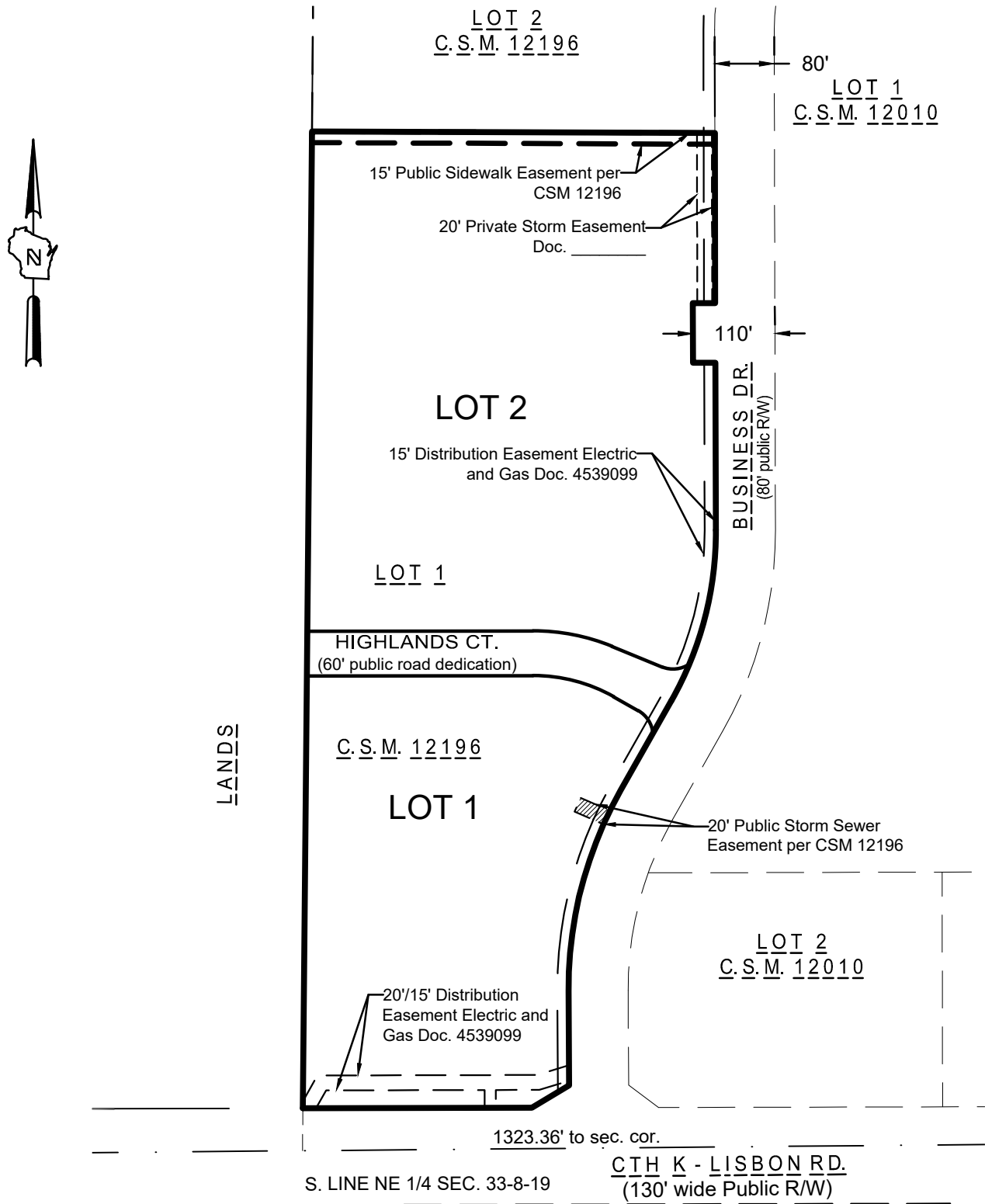
PROJECT NUMBER 19629 DRAFTED BY B. ROZITE

Sheet 1 of 6

A

CERTIFIED SURVEY MAP NO. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	239.22	460.00	29°47'48"	S14° 36' 21"W	236.54
C2	184.53	460.00	22°59'06"	N11° 12' 00"E	183.30
C3	54.69	460.00	6°48'43"	N26° 05' 54"E	54.66
C4	280.84	540.00	29°47'54"	S14° 36' 18"W	277.69
C5	38.46	39.00	56°30'27"	N83° 58' 24"E	36.92
C6	108.62	280.00	22°13'36"	S78° 53' 10"E	107.94
C7	113.19	220.00	29°28'46"	N75° 15' 35"W	111.95
C8	37.82	39.00	55°33'23"	N32° 44' 30"W	36.35

CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lot 1 of Certified Survey Map No. 12196, recorded as Document No. 4597423, being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin.

Said parcel contains 620,081 square feet or 14.235 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351

DATE

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

A

OWNER'S CERTIFICATE

IN WITNESS WHEREOF, SUSSEX CORPORATE PARK, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

SUSSEX CORPORATE PARK, LLC
BY: STEWART M. WANGARD

PRINTED NAME: _____

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20 __, STEWART M. WANGARD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE AUTHORIZED REPRESENTATIVE, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID SUSSEX CORPORATE PARK, LLC

NOTARY PUBLIC, STATE OF _____ MY COMMISSION EXPIRES ON _____.

CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of **SUSSEX CORPORATE PARK, LLC**, owner.

IN WITNESS WHEREOF, the said **NATIONAL EXCHANGE BANK & TRUST**, has caused these presents to be signed by

RICHARD S. HENSLEY, its President, and countersigned by DAVID C. MOHORICH, its Vice President of

Commercial Lending,at _____, Wisconsin, and its corporate seal to be hereunto affixed this

_____ day of _____, 20_____.

In the presence of:

NATIONAL EXCHANGE BANK & TRUST

RICHARD S. HENSLEY, President

Date

DAVID C. MOHORICH, Vice President
Commercial Lending

Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, RICHARD S. HENSLEY, President, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, DAVID C. MOHORICH, Vice President of Commercial Lending, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

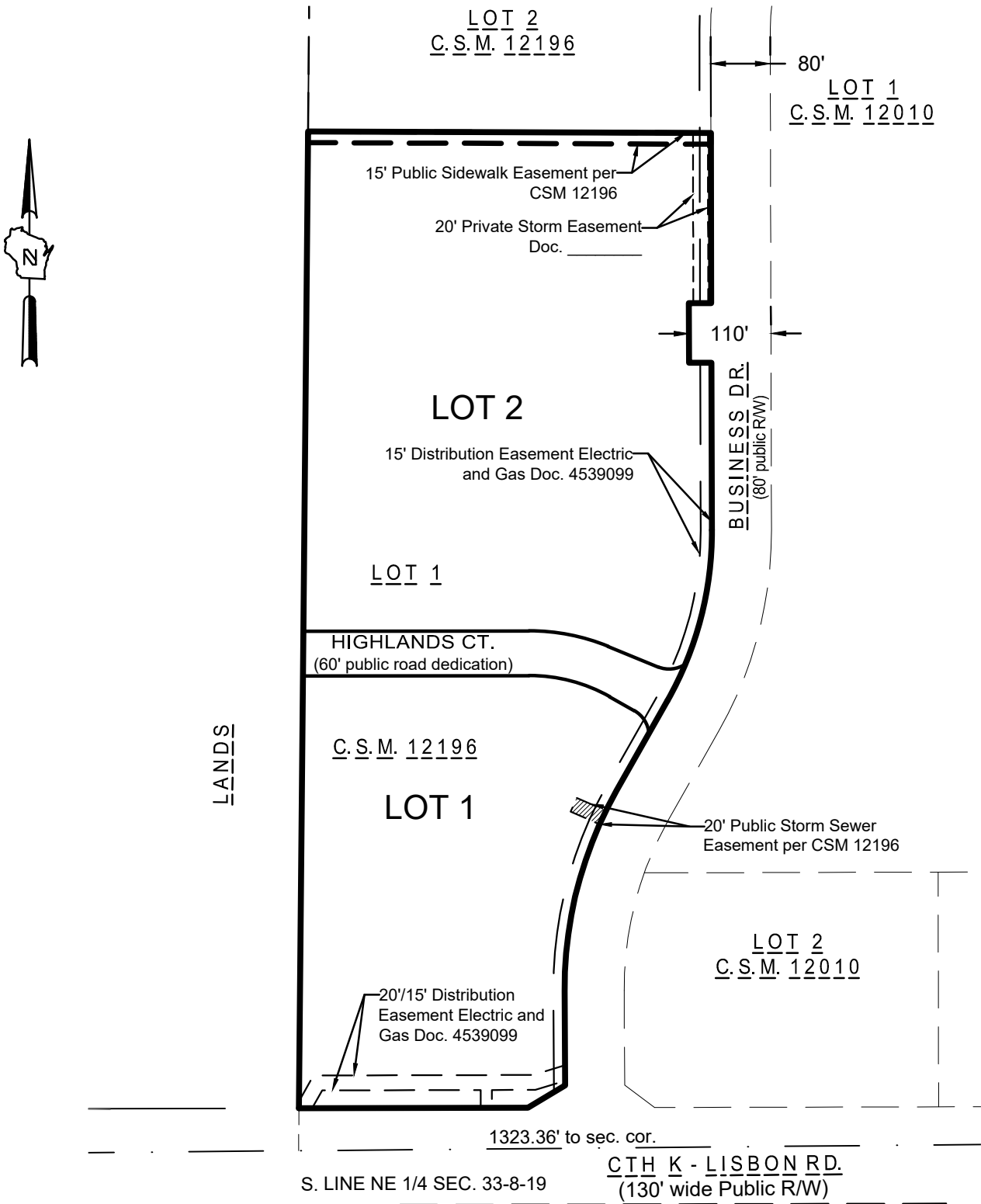
MY COMMISSION EXPIRES_____.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO. A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	239.22	460.00	29°47'48"	S14° 36' 21"W	236.54
C2	184.53	460.00	22°59'06"	N11° 12' 00"E	183.30
C3	54.69	460.00	6°48'43"	N26° 05' 54"E	54.66
C4	280.84	540.00	29°47'54"	S14° 36' 18"W	277.69
C5	38.46	39.00	56°30'27"	N83° 58' 24"E	36.92
C6	108.62	280.00	22°13'36"	S78° 53' 10"E	107.94
C7	113.19	220.00	29°28'46"	N75° 15' 35"W	111.95
C8	37.82	39.00	55°33'23"	N32° 44' 30"W	36.35

CERTIFIED SURVEY MAP NO. A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lot 1 of Certified Survey Map No. 12196, recorded as Document No. 4597423, being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin.

Said parcel contains 620,081 square feet or 14.235 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351 _____ DATE _____

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

A

OWNER'S CERTIFICATE

IN WITNESS WHEREOF, SUSSEX CORPORATE PARK, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

SUSSEX CORPORATE PARK, LLC
BY: STEWART M. WANGARD

PRINTED NAME: _____

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20 __, STEWART M. WANGARD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE AUTHORIZED REPRESENTATIVE, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID SUSSEX CORPORATE PARK, LLC

NOTARY PUBLIC, STATE OF _____ MY COMMISSION EXPIRES ON _____

CERTIFIED SURVEY MAP NO.

A

LOT 1 OF CERTIFIED SURVEY MAP NO. 12196, RECORDED AS DOCUMENT NO. 4597423, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of **SUSSEX CORPORATE PARK, LLC**, owner.

IN WITNESS WHEREOF, the said **NATIONAL EXCHANGE BANK & TRUST**, has caused these presents to be signed by

RICHARD S. HENSLEY, its President, and countersigned by DAVID C. MOHORICH, its Vice President of

Commercial Lending, at _____, Wisconsin, and its corporate seal to be hereunto affixed this

_____ day of _____, 20_____.

In the presence of:

NATIONAL EXCHANGE BANK & TRUST

RICHARD S. HENSLEY, President

Date

DAVID C. MOHORICH, Vice President
Commercial Lending

Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, RICHARD S. HENSLEY, President, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) _____
NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, DAVID C. MOHORICH, Vice President of Commercial Lending, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) _____
NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

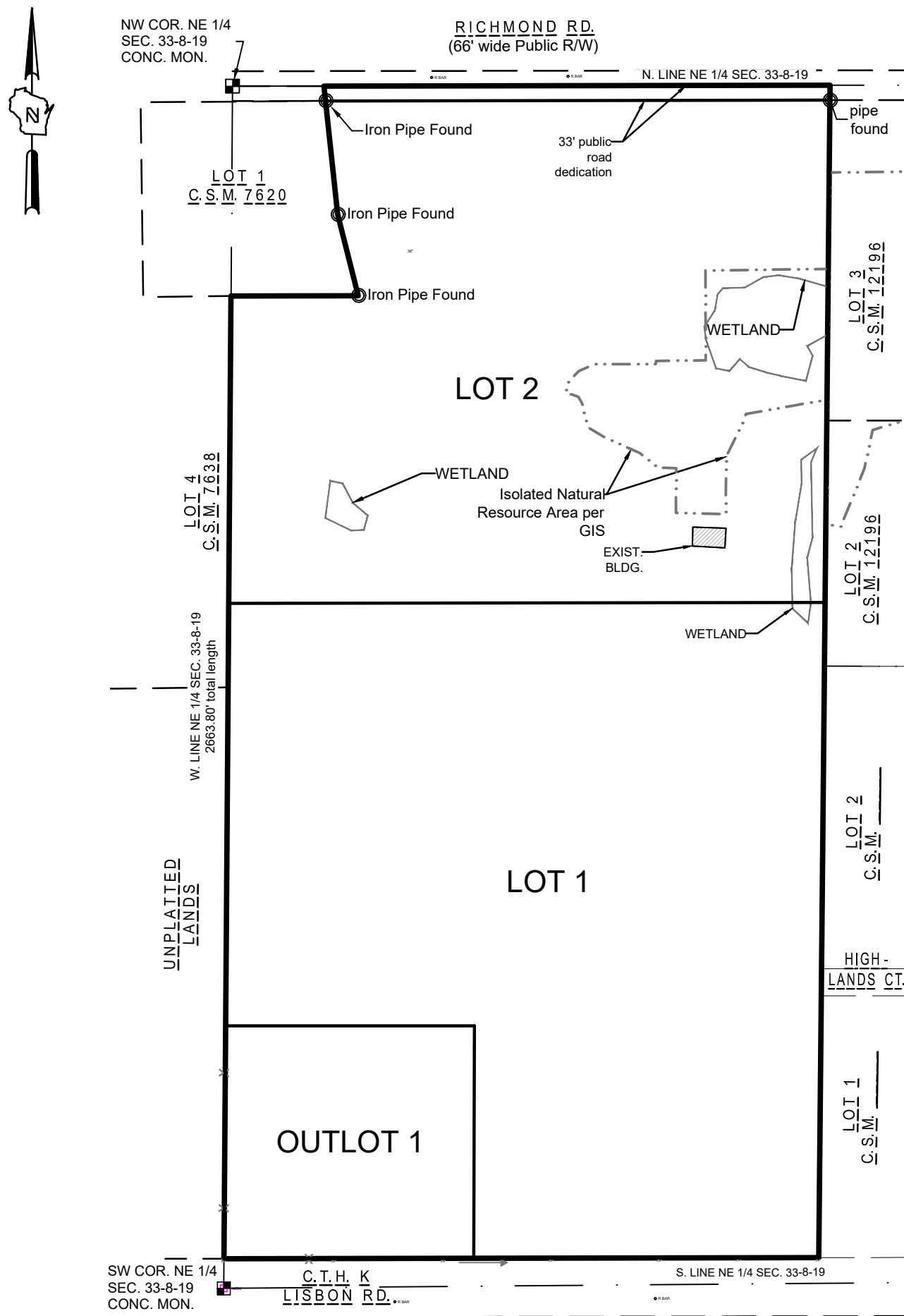
MY COMMISSION EXPIRES_____.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO. B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO.

B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 33, Town 8 North, Range 19 East, in the Village of Sussex, Waukesha County, State of Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of said Section 33; thence North 89°54'44" East, 202.50 feet along the north line of the Northeast 1/4 of said section to the point of beginning; continue thence North 89°54'44" East, 1121.77 feet along said north line; thence South 0°33'24" West, 2597.67 feet along the west line of Certified Survey Map No. 12196 and its northerly extension to the north line of C.T.H. "K" (Lisbon Road); thence South 89°53'56" West, 1318.13 feet along said north line to the west line of the Northeast 1/4 of said Section 33; thence North 0°25'16" East, 2133.04 feet along said west line to the south line of Lot 1 of Certified Survey Map No. 7620; thence North 89°54'44" East, 282.00 feet along said south line to the easterly line of said Lot 1; thence North 14°09'16" West, 185.54 feet along said easterly line; continue thence North 6°09'16" West, 286.49 feet along said easterly line to the point of beginning.

Said parcel contains 3,323,106 square feet or 76.288 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and Chapter 18 of the Village of Sussex Code of Ordinances in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351

DATE



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO. **B**

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF SUSSEX ON THIS _____ DAY OF _____, 20____

ANTHONY J. LEDONNE, VILLAGE PRESIDENT

SAM LIEBERT, VILLAGE CLERK



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

OWNER'S CERTIFICATE

SUSSEX CORPORATE PARK II, LLC, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID SUSSEX CORPORATE PARK II, LLC CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF S. 236.34, WIS. STATUTES. SUSSEX CORPORATE PARK II, LLC ALSO CERTIFIES THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE VILLAGE OF SUSSEX.

IN WITNESS WHEREOF, SUSSEX CORPORATE PARK II, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

THIS _____ DAY OF _____, 20____

SUSSEX CORPORATE PARK II, LLC
BY: STEWART M. WANGARD

BY: _____

PRINTED NAME: _____

STATE OF _____)
)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, STEWART M. WANGARD, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE AUTHORIZED REPRESENTATIVE, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID SUSSEX CORPORATE PARK II, LLC

NOTARY PUBLIC, STATE OF _____ MY COMMISSION EXPIRES ON _____.

CERTIFIED SURVEY MAP NO.

B

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 19 EAST, IN THE VILLAGE OF SUSSEX, WAUKESHA COUNTY, STATE OF WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK & TRUST, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of **SUSSEX CORPORATE PARK II, LLC,** owner.

IN WITNESS WHEREOF, the said **NATIONAL EXCHANGE BANK & TRUST,** has caused these presents to be signed by

RICHARD S. HENSLEY, its President, and countersigned by DAVID C. MOHORICH, its Vice President of

Commercial Lending,at _____, Wisconsin, and its corporate seal to be hereunto affixed this

_____ day of _____, 20_____.

In the presence of:

NATIONAL EXCHANGE BANK & TRUST

RICHARD S. HENSLEY, President

Date

DAVID C. MOHORICH, Vice President
Commercial Lending

Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, RICHARD S. HENSLEY, President, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, DAVID C. MOHORICH, Vice President of Commercial Lending, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES_____.



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

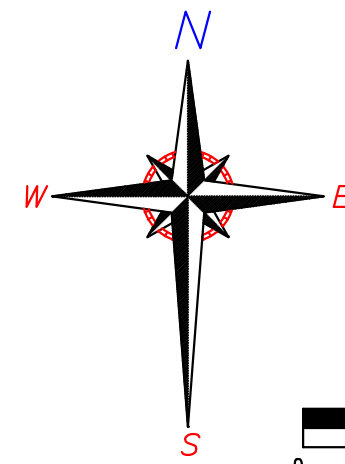
VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

OVERALL DETAIL

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

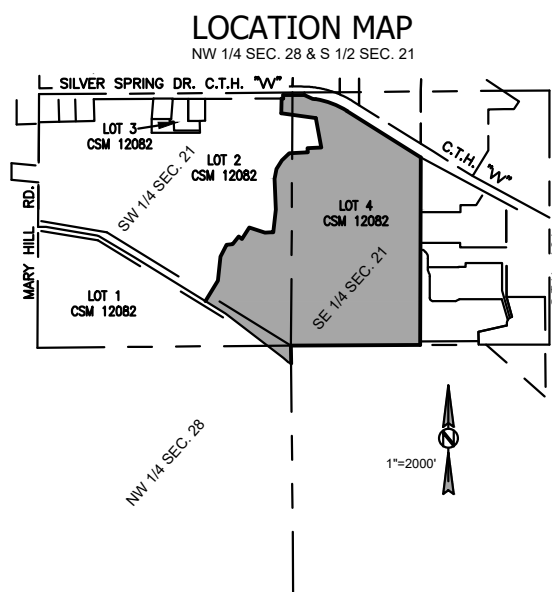
SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE WEST LINE OF THE SW 1/4 OF SECTION 21-8-19 AS N00°24'29"E.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00°00'00.5" AND MEASURED TO THE NEAREST 00°00'05"



Public Easements (applies to all) -

- Permanent non-exclusive easements granted to the Village of Sussex ("Village") upon, within, and beneath the land identified on the plat for the various types of Public Easements. Easements shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Village and its respective heirs, personal representatives, successors and assigns.
- Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with the Village's use of the easement area.
- The Village of Sussex is not responsible for the mowing of any easement areas, but has the right to mow and/or remove vegetation at its sole discretion.
- Access - The land owner agrees that the Village and its employees, agents, and independent contractors shall have the right to enter upon the easement area for the purpose of exercising its rights in the easement area.
- Buildings and other Structures - The land owner agrees that no structures will be erected in the easement area, or in such close proximity to the facilities, such as to prevent the Village from exercising its rights under this easement.
- Elevation - The land owner agrees that the elevation of the existing ground surface within the easement area will not be altered by more than four (4) inches without the written consent of the Village.
- Restoration - The Village agrees to restore or cause to have restored the land owner's land to grade and replace sod or grass disturbed. This restoration, however, does not apply to the initial installation or to any trees, bushes, branches, or roots which may interfere with the Village's use of the easement area.
- Exercise of Rights - It is agreed that the complete exercise of rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein shall be lost by non-use.

Public Storm Sewer and Public Drainage Easements:

- Install, operate, maintain, and replace above ground and underground storm sewer facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit or store storm water.
- Surface storm water conveyance.

Public Sidewalk or Path Easements:

- Construct, maintain, repair, and replace pedestrian sidewalks in the sidewalk easements and path in the access easements depicted on the final plat.
- The general public shall have the right to traverse the Public Sidewalk Easement area for use as a public sidewalk and path.

Public Water Main Easements:

- Construct, operate, maintain, and replace above ground and underground water utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit Municipal water.

Public Sanitary Sewer Easements:

- Construct, operate, maintain, and replace above ground and underground water utility facilities, together with all necessary and appurtenant equipment under and above the ground as deemed necessary by the Village, all to transmit Sanitary Sewerage.

Private Easements:

- Private easements are granted to the lot owners of Vista Run.

Private Drainage Easements:

- Private Drainage Easements granted to the Owners of the Lots within this Subdivision are established to provide for the unobstructed flow of Stormwater runoff from adjacent and upstream properties. No trees, bushes, fences, or structures of any kind may be placed within the private drainage easements. Owners of Lots on which these Private Drainage Easements exist shall be responsible for keeping these areas free of any obstructions and grade alterations that may restrict or divert this flow. The grades within the drainage easements must be in substantial compliance with the approved grading plan for the Subdivision.

Private Landscape Easements:

The Landscape Easements are granted to each individual Lot Owner or Condominium Owner within this subdivision, each individual Lot or Condominium Owner of any previous additions, and each individual Lot or Condominium Owners within any future addition to this Subdivision. This does not include Outlots granted to the Village of Sussex. The Owners of the Lots and Condominium Owners shall be liable for an equal undivided fractional share of the cost to repair, maintain or restore the easement areas. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots and Condominiums within this Subdivision, the Lot and Condominium Owners of any previous additions and the Owners of any Lots or Condominiums within any future addition to this Subdivision.

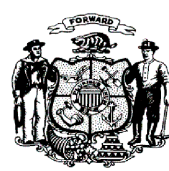
LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

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

Certified _____, 20__

Department of Administration



SHEET 1 OF 7

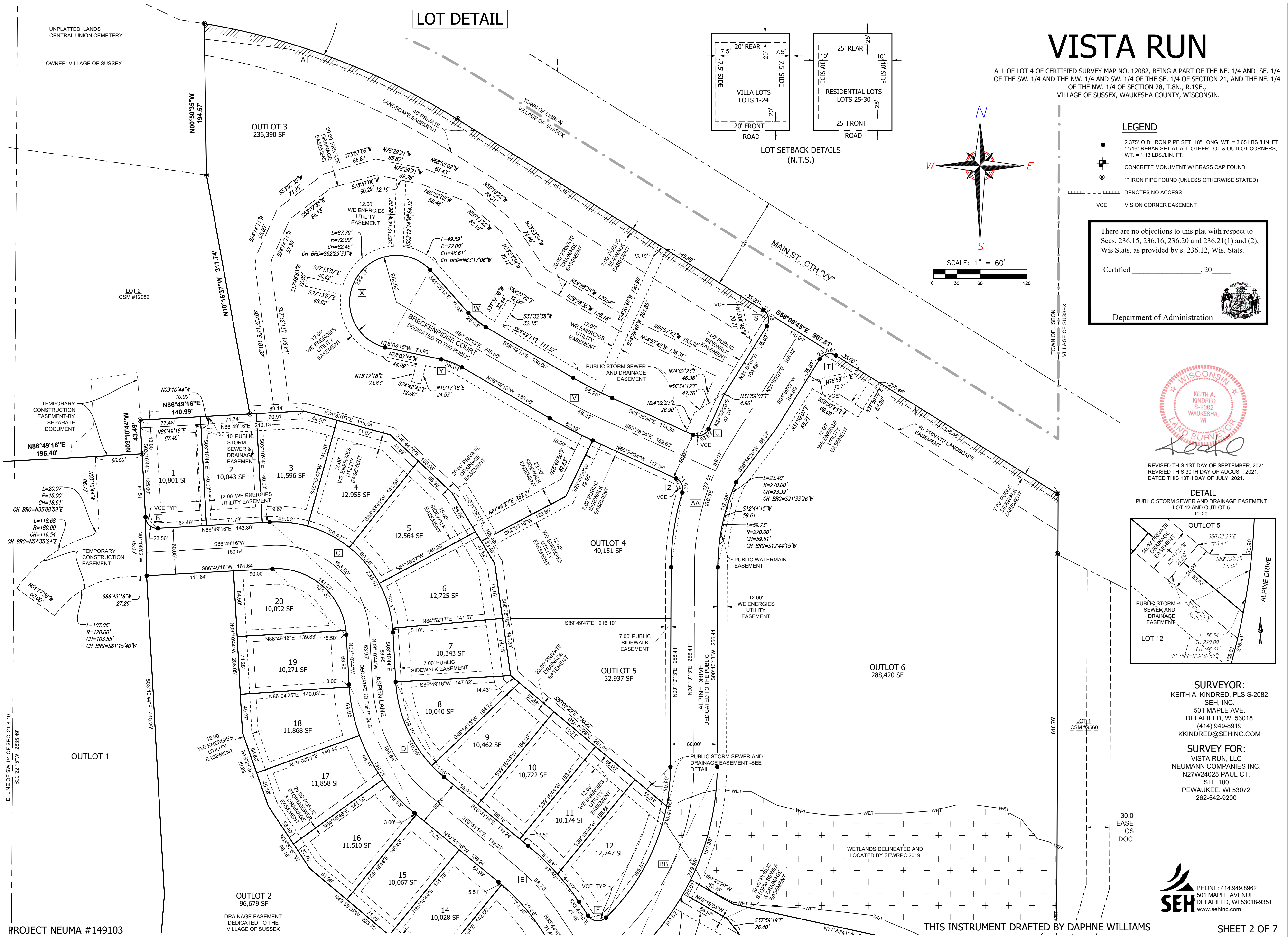


REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS



VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

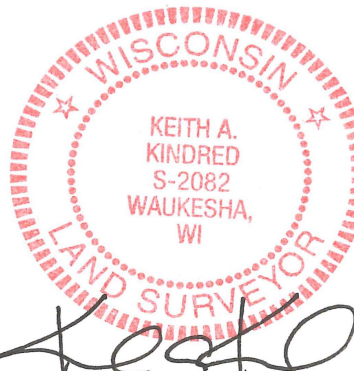
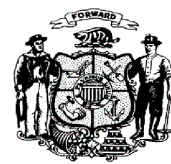
LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

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

Certified _____, 20__

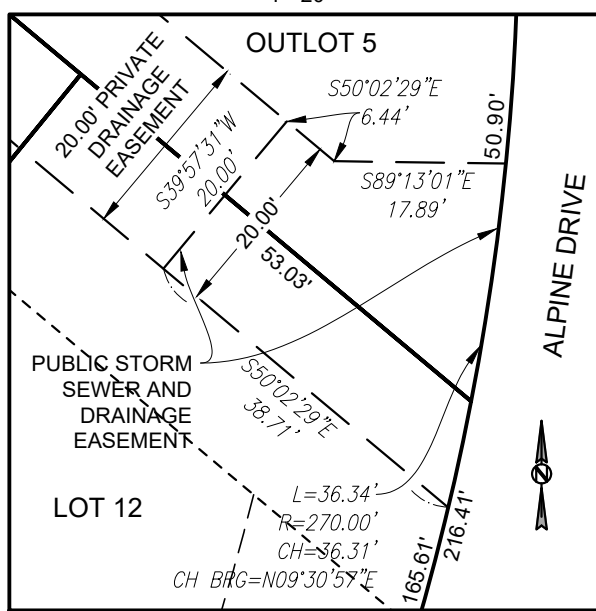
Department of Administration



REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

DETAIL

PUBLIC STORM SEWER AND DRAINAGE EASEMENT
LOT 12 AND OUTLOT 5
1"=20'



SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:

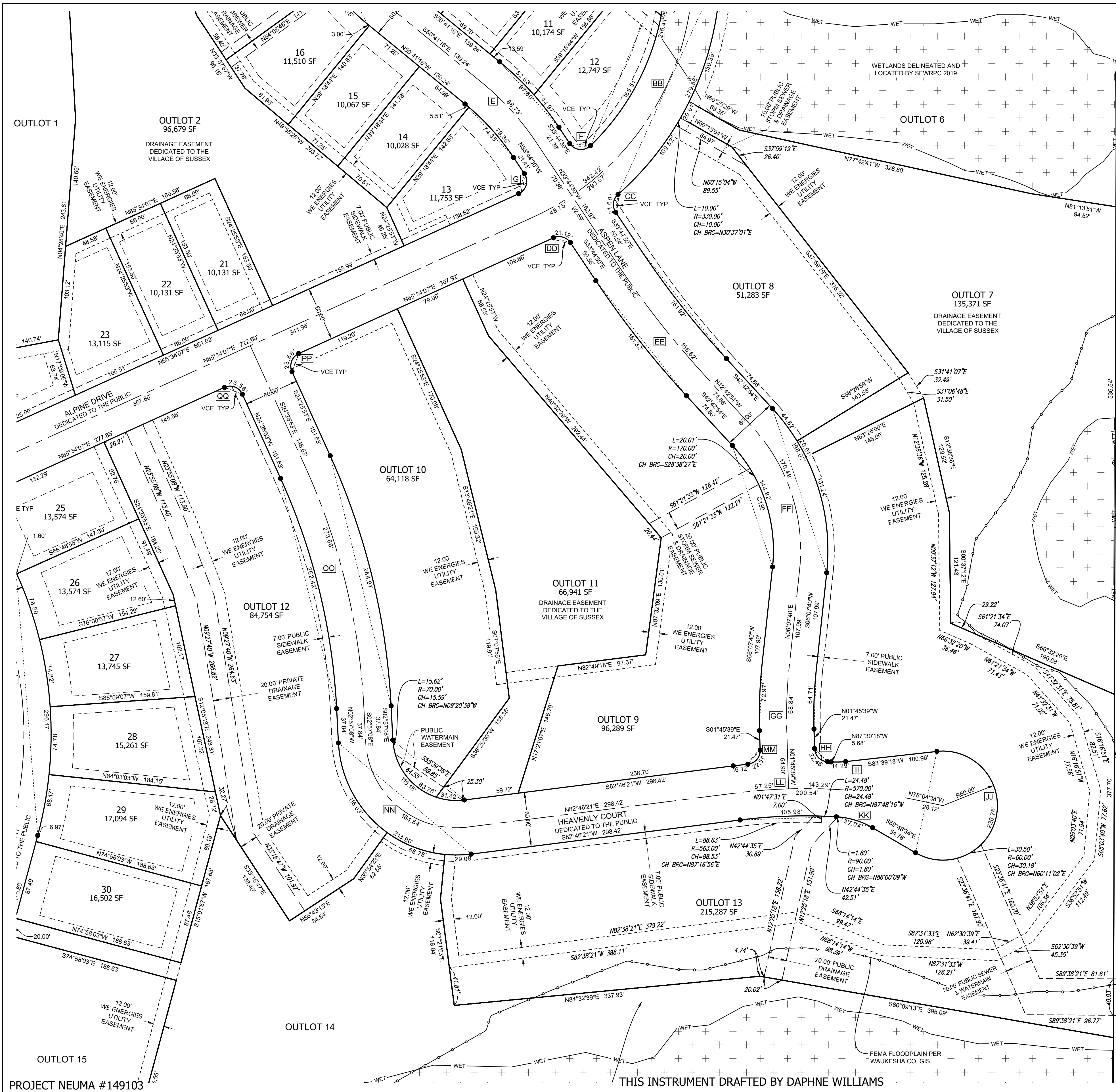
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 2 OF 7

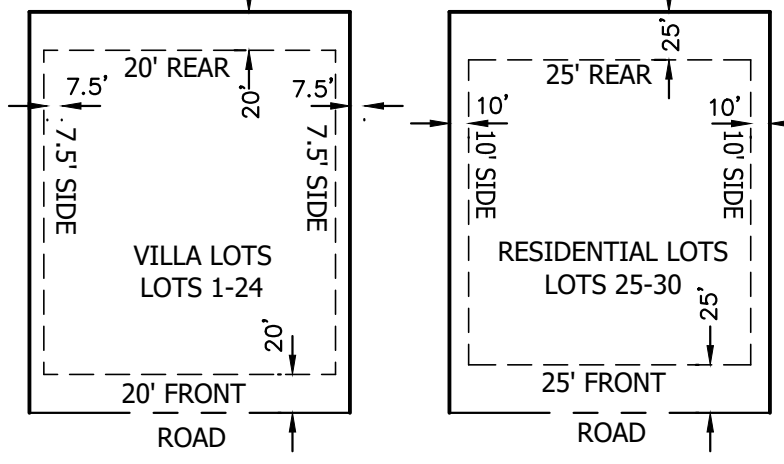


30.00 UTIL EASEMENT CSM # DOC. #:

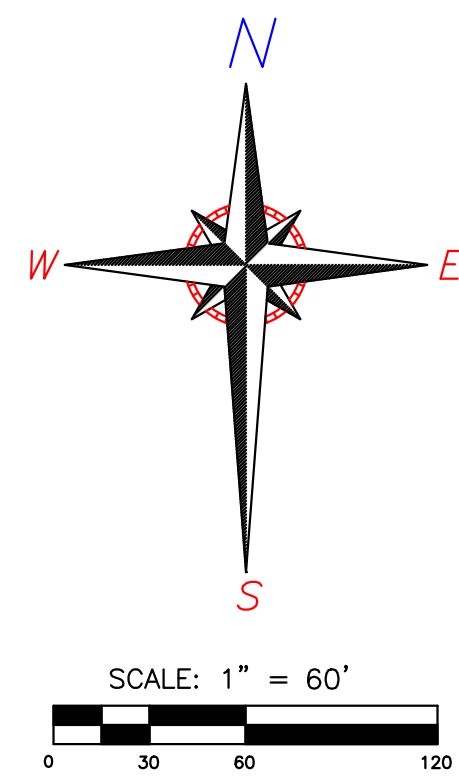
VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

LOT DETAIL



LOT SETBACK DETAILS (N.T.S.)



LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

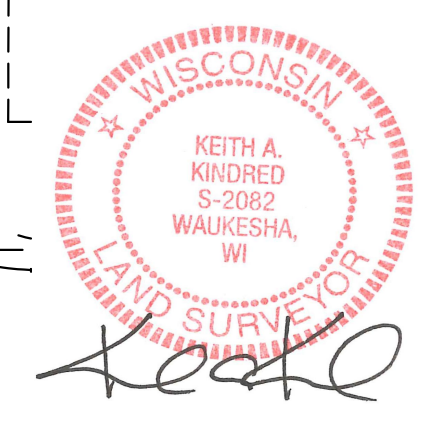
SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200

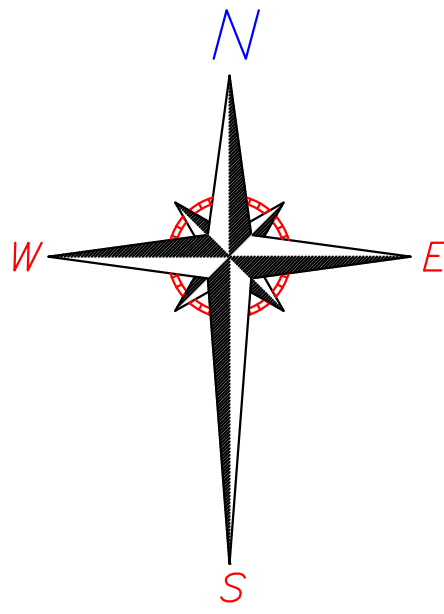
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

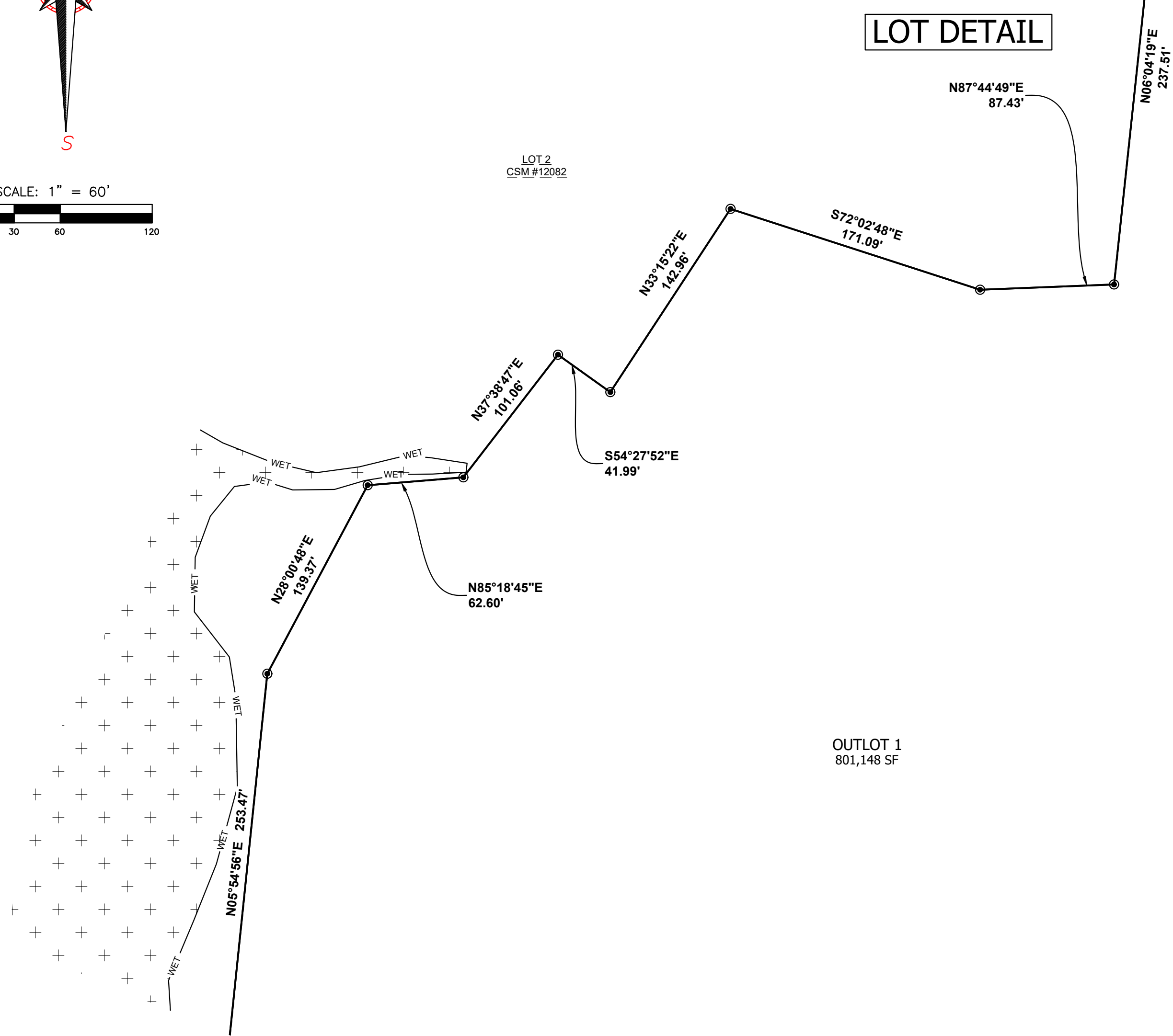


SCALE: 1" = 60'

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

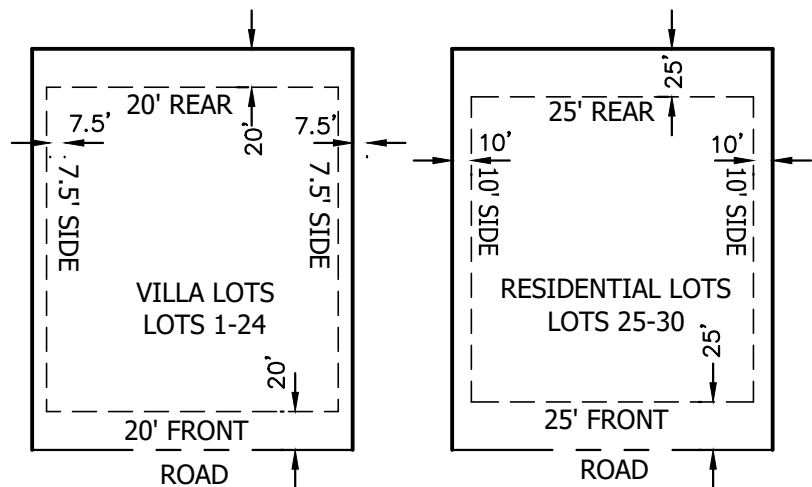
LOT DETAIL



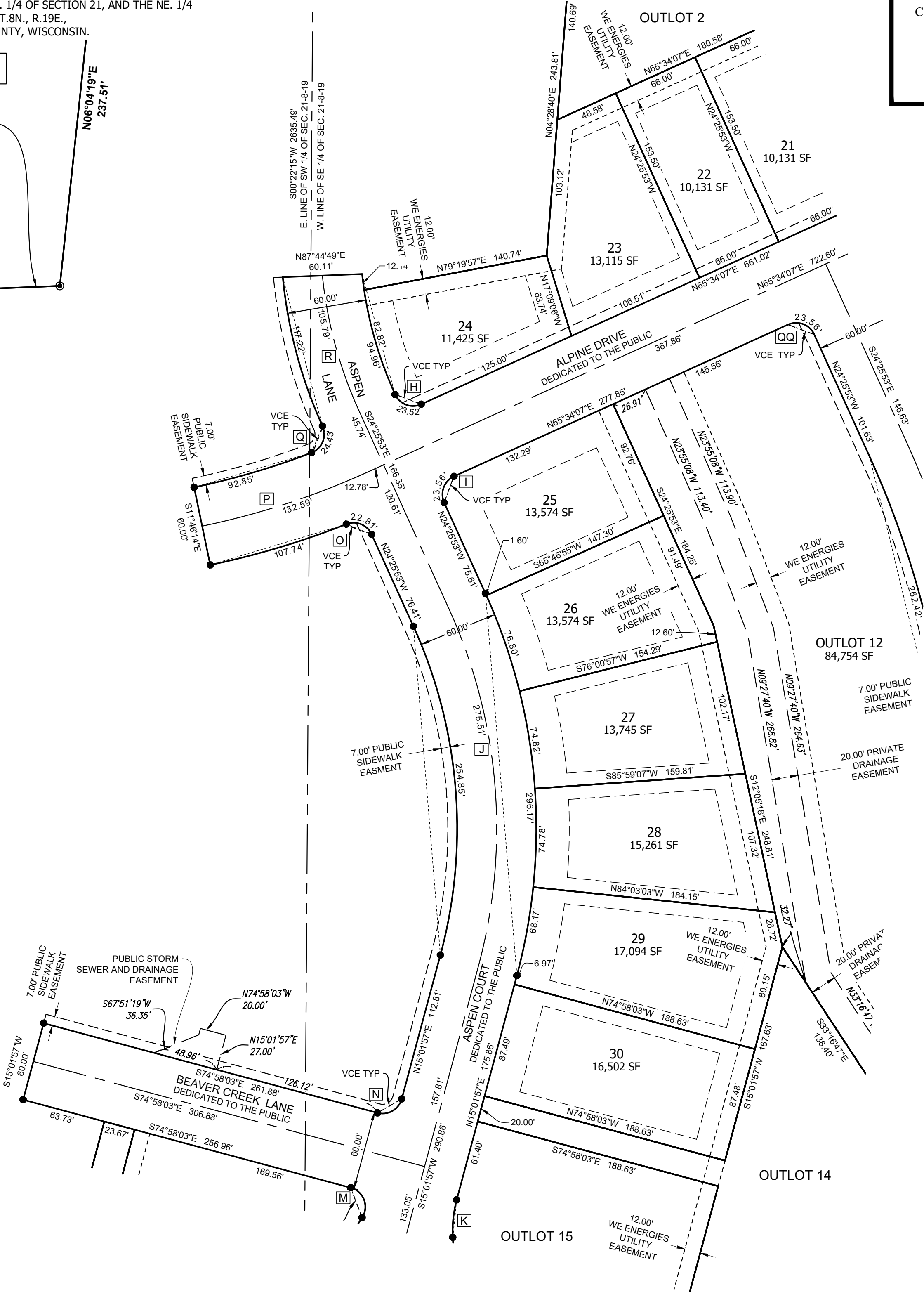
OUTLOT 1
801,148 SF

LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS,
WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT



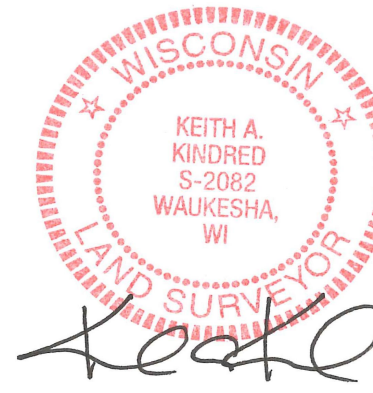
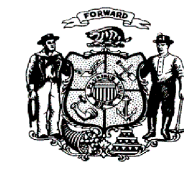
LOT SETBACK DETAILS
(N.T.S.)



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

Certified _____, 20__

Department of Administration



REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

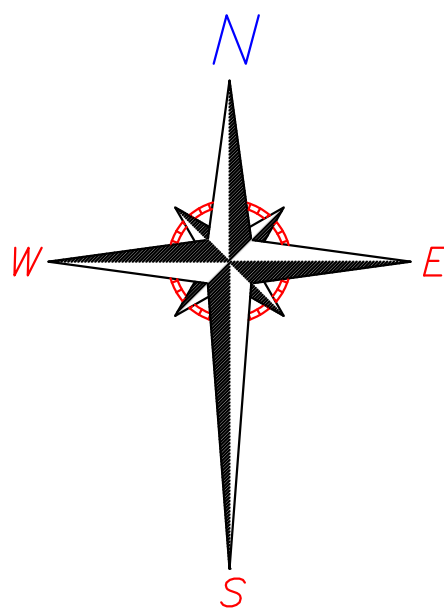
SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWaukee, WI 53072
262-542-9200



PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 4 OF 7

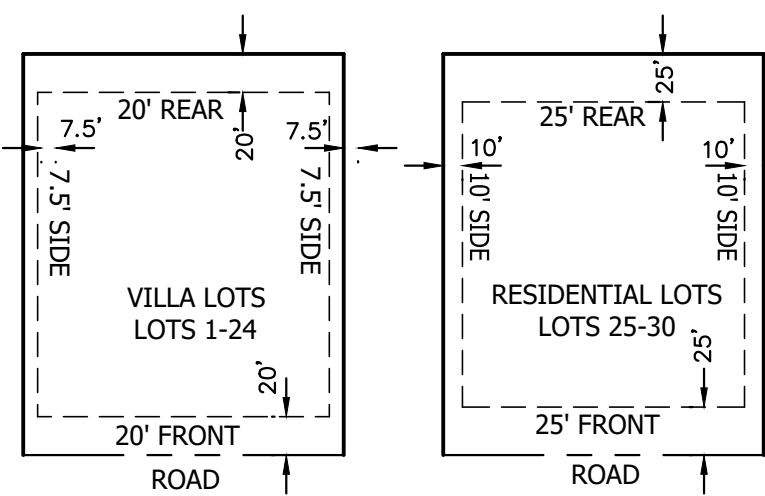


SCALE: 1" = 60'

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

LOT DETAIL

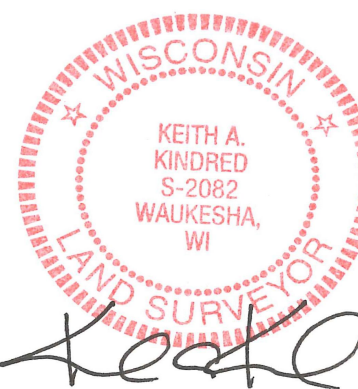
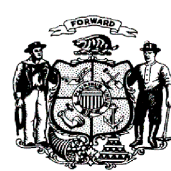


LOT SETBACK DETAILS
(N.T.S.)

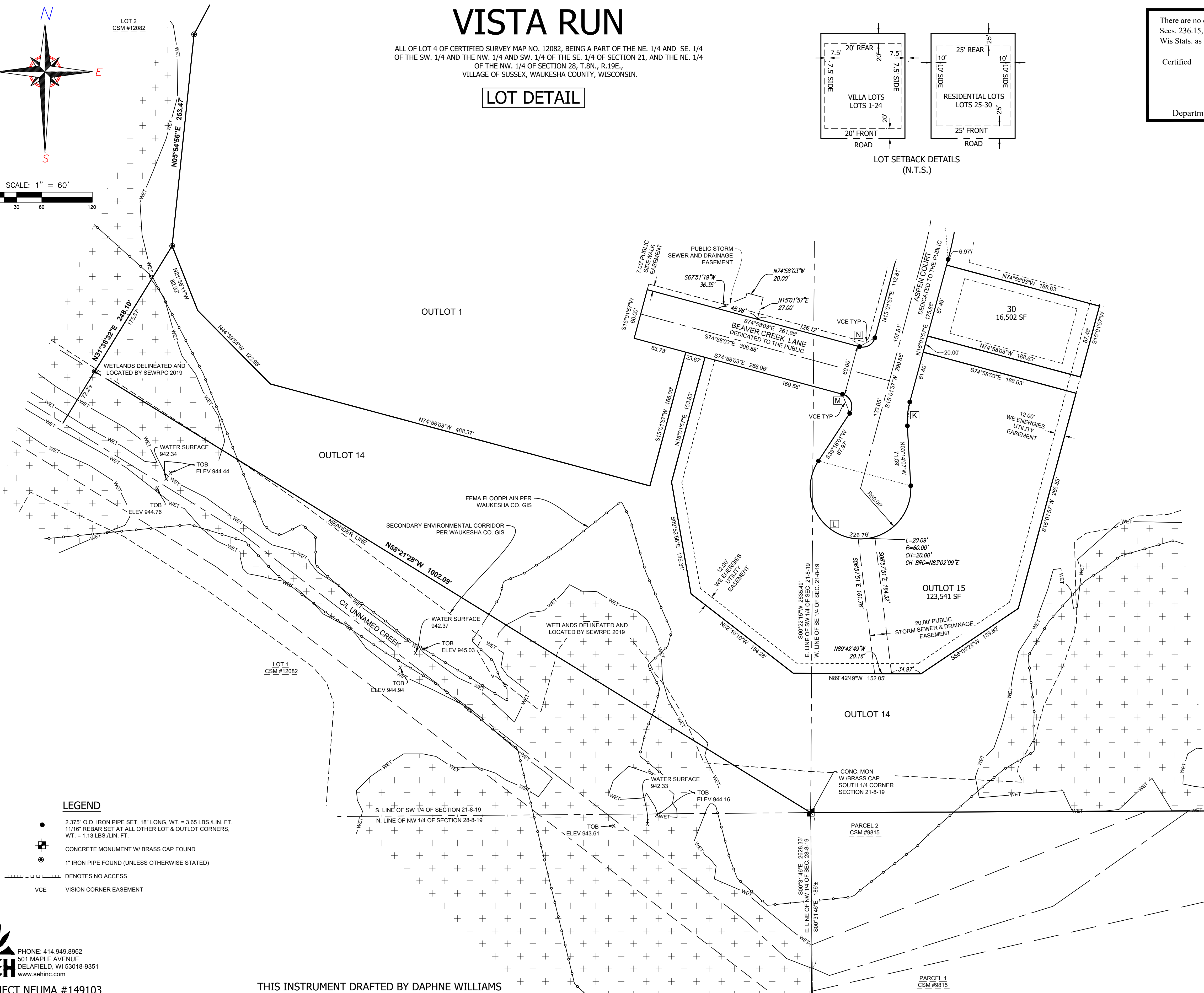
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



REVISED THIS 1ST DAY OF SEPTEMBER, 2021.
REVISED THIS 30TH DAY OF AUGUST, 2021.
DATED THIS 13TH DAY OF JULY, 2021.



LEGEND

- 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
1 1/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS,
WT. = 1.13 LBS./LIN. FT.
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- DENOTES NO ACCESS
- VCE VISION CORNER EASEMENT

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NEUMA #149103

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 5 OF 7

GENERAL NOTES:

- 1) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 4. WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. THE INDIVIDUAL HOME OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF SAID OUTLOTS.
- 2) OUTLOTS 2, 7, 11 AND 14 TO BE ENCOMPASSED BY A DRAINAGE EASEMENT AND DEDICATED TO VILLAGE OF SUSSEX. SEE STORMWATER MANAGEMENT PRACTICES NOTES. PROPERTY OWNERS ARE RESPONSIBLE FOR GENERAL MAINTENANCE SUCH AS MORE MOWING, IF DESIRED, AND GARBAGE PICK-UP AROUND THE OUTLOTS.
- 3) OUTLOTS 1, 3, 4, 5, 6, 8, 9, 10, 12, 13 AND 15 ARE RESERVED FOR FUTURE DEVELOPMENT.
- 4) OUTLOTS 3, 5, 8, 9, 10, 12 AND 13 TO BE MULTIFAMILY DEVELOPMENT AND ARE ZONED SFRD-3 PUD.
- 5) LOTS 1 THROUGH 42 ARE ZONED RS-2 PUD. PLANNED DEVELOPMENT BELOW-
VILLA LOT- LOTS 1-24
RESIDENTIAL LOT-LOT 25-30
- 6) ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF SUSSEX UNLESS OTHERWISE STATED.
- 7) NO POLES, PADS BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- 8) AREA SHOWN IS ZONE X. AREA OF MINIMAL FLOODING AND ZONE AE 0.2% ANNUAL CHANCE FLOOD HAZARD PER FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 55133C0069G, EFFECTIVE DATE NOVEMBER 5, 2014. CROSS SECTION DATUM OF NAVD 88 ADJUSTED TO NGVD 29.
- 9) THE OVERALL AREA OF THIS PLAT IS 3,835,461 S.F. OR 88.05 AC. TO THE MEANDER LINE. 3,945,060 S.F. OR 90.57 AC. MORE OR LESS TO THE CENTERLINE OF THE CREEK.

- 10) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- 11) ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- 12) THE TITLEHOLDERS AND UNIT OWNERS OF THE VISTA RUN SUBDIVISION SHALL EACH HOLD AN UNDIVIDED AND NONTRANSFERABLE INTEREST IN OUTLOT 2, OUTLOT 7, OUTLOT 11 AND OUTLOT 14 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED.
- THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOT 2, OUTLOT 7, OUTLOT 11 AND OUTLOT 14. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE VILLAGE OF SUSSEX MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.
- IN ACCORDANCE WITH CHAPTER 14 - OF VILLAGE OF SUSSEX CODE OF ORDINANCES ("STORMWATER MANAGEMENT ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY VILLAGE AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY THE VILLAGE. UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF LOTS 1-42 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

ALL SIDE AND REAR LOT LINES NOT REGULATED BY THE VILLAGE OF SUSSEX SHALL BE GRADED AND MAINTAINED IN COOPERATION WITH ABUTTING PROPERTY OWNERS SO AS TO NEITHER IMPEDE THE FLOW OF STORMWATER, NOR NEGATIVELY IMPACT ANY ABUTTING PROPERTY, WHILE ALSO ADHERING TO THE ESTABLISHED, APPROVED, AND ACCEPTED STORMWATER MANAGEMENT PLAN.

EASEMENTS
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE VILLAGE OF SUSSEX, OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

WETLAND RESTRICTIONS

THOSE AREAS IDENTIFIED ON THIS SUBDIVISION PLAT AS WETLANDS, SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.

5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.

6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

7. THE RESOURCE BOUNDARIES AND RESTRICTIONS CONTAINED HEREIN MAY ONLY BE MODIFIED IN COMPLIANCE WITH THE VILLAGE OF SUSSEX ZONING ORDINANCE.

VISION CORNER RESTRICTIONS

WITHIN THE AREA OF THE VISION CORNER EASEMENT (V.C.E.) THE HEIGHT OF ALL PLANTINGS, BERMS, FENCING, SIGNS OR ANY OTHER STRUCTURE WITHIN THE VISION CORNER EASEMENT IS LIMITED TO 24" ABOVE THE INTERSECTION ELEVATION. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED WITHIN THE VISION CORNER EASEMENT.

BASEMENT RESTRICTION - BEDROCK NOTE:

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS WHICH, DUE TO THE POSSIBLE PRESENCE OF BEDROCK NEAR THE GROUND SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT EITHER A LICENSED PROFESSIONAL ENGINEER OR OTHER SOILS EXPERT BE CONSULTED REGARDING THE CONSTRUCTION OF BASEMENTS IN THESE AREAS WHERE BEDROCK MAY BE PRESENT NEAR THE GROUND SURFACE. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

BASEMENT RESTRICTION - GROUNDWATER:

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 236 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT, DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT A LICENSED PROFESSIONAL ENGINEER DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON BASEMENT WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES BE TAKEN. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIFIC REPRESENTATION IS MADE HEREIN.

PER THE VILLAGE OF SUSSEX STORM WATER MANAGEMENT ORDINANCE UNDER SUBSURFACE DRAINAGE, BASEMENT FLOOR SURFACES SHALL BE BUILT A MINIMUM OF ONE (1) FOOT ABOVE THE SEASONAL HIGH WATER TABLE ELEVATION, AS DOCUMENTED IN THE SUBMITTED SOIL EVALUATIONS, AND SHALL AVOID HYDRIC SOILS AS MUCH AS POSSIBLE.

CURVE TABLE						
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1 TAN BEARING 2
A	EXTERIOR	894.93'	22°27'36"	350.81'	348.57'	N69°14'33"W N58°00'45"W N80°28'21"W
B	LOT 1	15.00'	90°00'00"	23.56'	21.21'	S48°10'44"E S03°10'44"E N86°49'16"E
C	C/L	120.00'	90°00'00"	188.50'	169.71'	N48°10'44"W N03°10'44"W S86°49'16"W
	R/W EAST	150.00'	90°00'00"	235.62'	212.13'	N48°10'44"W N03°10'44"W S86°49'16"W
	LOT 3	150.00'	18°43'31"	49.02'	48.80'	S83°48'59"E N86°49'16"E
	LOT 4	150.00'	23°05'54"	60.47'	60.06'	S62°54'16"E
	LOT 5	150.00'	23°07'46"	60.56'	60.14'	S39°47'26"E
	LOT 6	150.00'	23°05'51"	60.47'	60.06'	S16°40'38"E S05°07'43"E
	LOT 7	150.00'	1°56'58"	5.10'	5.10'	S04°09'13"E S03°10'44"E
	R/W WEST	90.00'	90°00'00"	141.37'	127.28'	N48°10'44"W N03°10'44"W S86°49'16"W
	LOT 19	90.00'	3°30'13"	5.50'	5.50'	N04°55'51"W N03°10'44"W
	LOT 20	90.00'	86°29'47"	135.87'	123.33'	N49°55'51"W N06°40'57"W S86°49'16"W
D	C/L	200.00'	47°30'31"	165.84'	161.13'	S26°56'00"E S03°10'44"E S50°41'16"E
	R/W EAST	170.00'	47°30'31"	140.96'	136.96'	S26°56'00"E S03°10'44"E S50°41'16"E
	LOT 8	170.00'	40°14'32"	119.40'	116.96'	S23°18'01"E S03°10'44"E
	LOT 9	170.00'	7°15'59"	21.56'	21.55'	S47°03'16"E S43°25'17"E S50°41'16"E
	R/W WEST	230.00'	47°30'31"	190.71'	185.30'	S26°56'00"E S03°10'44"E S50°41'16"E
	LOT 16	230.00'	14°50'02"	59.55'	59.38'	N43°16'15"W N50°41'16"W
	LOT 17	230.00'	15°58'19"	64.11'	63.91'	N27°52'04"W
	LOT 18	230.00'	15°57'20"	64.05'	63.84'	N11°54'14"W N03°55'35"W
	LOT 19	230.00'	4°44'50"	3.00'	3.00'	N03°33'09"W N03°10'44"W
	C/L	300.00'	16°56'46"	88.73'	88.41'	N42°12'53"W N33°44'30"W N50°41'16"W
E	R/W EAST	330.00'	16°56'46"	97.60'	97.25'	N42°12'53"W N33°44'30"W N50°41'16"W
	LOT 11	330.00'	9°08'21"	52.63'	52.58'	S46°07'05"E S50°41'16"E
	LOT 12	330.00'	7°48'25"	44.97'	44.93'	S37°38'42"E S41°32'55"E S33°44'30"E
	R/W WEST	270.00'	16°56'46"	78.86'	79.57'	N42°12'53"W N33°44'30"W N50°41'16"W
	LOT 13	270.00'	15°46'40"	74.35'	74.12'	N41°37'49"W N33°44'30"W
	LOT 14	270.00'	1°10'07"	5.51'	5.51'	N50°06'12"W N49°31'09"W N50°41'16"W
F	LOT 12	15.00'	100°09'51"	26.22'	23.01'	S83°49'25"E S33°44'30"E N46°05'39"E
G	LOT 13	15.00'	99°18'36"	26.00'	22.88'	N15°54'48"E N65°34'07"E N33°44'30"W
H	LOT 24	15.00'	89°50'54"	23.52'	21.19'	S69°30'26"E S24°34'59"E N65°34'07"E
I	LOT 25	15.00'	90°00'00"	23.56'	21.21'	S20°34'07"W S65°34'07"W S24°25'53"E
J	C/L	400.00'	39°27'50"	275.51'	270.10'	N04°41'58"W N15°01'57"E N24°25'53"W
	R/W EAST	430.00'	39°27'50"	296.17'	290.35'	N04°41'58"W N15°01'57"E N24°25'53"W
	LOT 25	430.00'	0°12'48"	1.60'	1.60'	S24°19'29"E S24°25'53"E
	LOT 26	430.00'	10°14'01"	76.80'	76.70'	S19°06'04"E
	LOT 27	430.00'	9°58'10"	74.82'	74.73'	S08°59'56"E
	LOT 28	430.00'	9°57'50"	74.78'	74.68'	S00°58'02"W S05°56'57"W
	LOT 29	430.00'	9°05'00"	68.17'	68.10'	S10°29'27"W S05°56'57"W S15°01'57"W
	R/W WEST	370.00'	39°27'50"	254.85'	249.84'	N04°41'58"W N15°01'57"E N24°25'53"W
K	LOT 31	90.00'	18°16'04"	28.69'	28.57'	S05°53'55"W S15°01'57"W S03°14'07"E
L	R/W	60.00'	216°32'08"	226.76'	113.95'	S74°58'03"E S33°18'01"W N03°14'07"W
M	LOT 36	15.00'	108°16'04"	28.34'	24.31'	N20°50'01"W N33°18'01"E N74°58'03"W
N	LOT 37	15.00'	90°00'00"	23.56'	21.21'	N60°01'57"E S74°58'03"E N15°01'57"E
O	LOT 41	15.00'	87°08'13"	22.81'	20.68'	N68°00'00"W N24°25'53"W S68°25'53"W
P	C/L	600.00'	12°39'40"	132.59'	132.32'	N71°53'57"E N78°13'46"E N65°34'07"E
	R/W SOUTH	630.00'	9°47'53"	107.74'	107.60'	N78°13'46"E N68°25'53"E
	R/W NORTH	570.00'	9°20'00"	92.85'	92.75'	N73°33'46"E N78°13'46"E N68°53'46"E
Q	LOT 42	15.00'	93°17'51"	24.43'	21.81'	N22°14'51"E N68°53'46"E N24°24'05"W
	C/L	325.00'	18°39'01"	105.79'	105.32'	S15°06'23"E S05°46'52"E S24°25'53"E
	R/W EAST	295.00'	18°26'33"	94.96'	94.55'	S15°21'42"E S06°08'26"E S24°34'59"E
	LOT 24	295.00'	16°05'06"	82.82'	82.55'	S16°32'26"E S24°34'59"E
	OUTLOT 1	295.00'	2°21'27"	12.14'	12.14'	S07°19'09"E S06°08'26"E S08°29'53"E
R	R/W WEST	355.00'	18°55'07"	117.22'	116.69'	S14°56'31"E S05°28'58"E S24°24'05"E
	OUTLOT 3	15.00'	89°59'52"	23.56'	21.21'	N13°00'49"W N31°59'07"E N58°00'45"W
	OUTLOT 6	15.00'	90°00'08"	23.56'	21.21'	S76°59'11"W N58°00'45"W S31°59'07"W
T	OUTLOT 3	15.00'	90°29'04"	23.69'	21.30'	N69°16'55"E S65°28'34"E N24°02'23"E
U	C/L	600.00'	5°39'20"	59.22'	59.20'	S62°38'54"E S69°49'13"E S65°28'34"E
	R/W NORTH	570.00'	5°39'19"	56.26'	56.24'	S62°38'54"E S59°49'14"E
	R/W SOUTH	630.00'	5°39'20"	62.19'	62.16'	S62°38'54"E S59°49'13"E S65°28'34"E
V	R/W NORTH	90.00'	18°14'02"	28.64'	28.52'	S50°42'13"E S41°35'12"E S59°49'13"E
W	R/W	60.00'	212°09'26"	222.17'	115.31'	S30°10'46"W N43°04'31"W S75°53'57"E
X	R/W	60.00'	212°09'26"	222.17'	115.31'	S30°10'46"W N43°04'31"W S75°53'57"E

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

CURVE TABLE								
	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
Y	R/W SOUTH	90.00'	18°14'02"	28.64'	28.52'	N68°56'14"W	N59°49'13"W	N78°03'15"W
Z	OUTLOT 4	15.00'	82°30'19"	21.60'	19.78'	N24°13'24"W	N17°01'45"E	N65°28'34"W
AA	C/L	300.00'	31°48'54"	166.58'	164.45'	S16°04'40"W	S31°59'07"W	S00°10'13"W
	C/L-NORTH	300.00'	7°27'41"	39.07'	39.04'	S28°15'17"W	S31°59'07"W	
	C/L-SOUTH	300.00'	24°21'13"	127.51'	126.56'	S12°20'50"W	S24°31'26"W	S00°10'13"W
	OUTLOT 4	330.00'	16°51'33"	97.10'	96.75'	S08°35'59"W	S17°01'45"W	S00°10'13"W
	OUTLOT 6	270.00'	23°52'10"	112.48'	111.67'	S12°06'18"W	S24°02'23"W	S00°10'13"W
BB	C/L	300.00'	65°23'54"	342.42'	324.14'	N32°52'10"E	N65°34'07"E	N00°10'13"E
	C/L-NORTH	300.00'	56°05'18"	293.67'	282.09'	N28°12'52"E	N65°34'07"E	N00°10'13"E
	C/L-SOUTH	300.00'	9°18'36"	48.75'	48.69'	N60°54'49"E	N65°34'07"E	N56°15'30"E
	R/W WEST	270.00'	45°55'26"	216.41'	210.67'	N23°07'56"E	N46°05'39"E	N00°10'13"E
	LOT 12	270.00'	35°07'19"	165.51'	162.93'	N28°32'00"E	N46°05'39"E	
	OUTLOT 3	270.00'	10°48'08"	50.90'	50.83'	N05°34'17"E	N10°58'21"E	N00°10'13"E
	R/W EAST	330.00'	48°35'37"	279.88'	271.57'	N24°28'01"E	N48°45'50"E	
	OUTLOT 6	330.00'	26°06'16"	150.35'	149.05'	S13°13'21"W	S00°10'13"W	
	OUTLOT 7	330.00'	3°28'27"	20.01'	20.01'	S28°00'42"W		S29°44'56"W
	OUTLOT 8	330.00'	19°00'54"	109.52'	109.02'	S39°15'23"W	S29°44'56"W	S48°45'50"W
CC	R/W-OL 8	15.00'	82°30'19"	21.60'	19.78'	S07°30'40"W	S48°45'50"W	S33°44'30"E
DD	R/W-OL 9	15.00'	80°41'24"	21.12'	19.42'	S74°05'11"E	N65°34'07"E	S33°44'30"E
EE	C/L	1000.00'	8°58'25"	156.62'	156.46'	N38°13'42"W	N42°42'54"W	N33°44'30"W
	R/W-OL 8	970.00'	8°58'25"	151.92'	151.76'	N38°13'42"W	N42°42'54"W	N33°44'30"W
	R/W-OL 9	1030.00'	8°58'25"	161.32'	161.15'	S38°13'42"E	S33°44'30"E	S42°42'54"E
FF	C/L	200.00'	48°50'35"	170.49'	165.38'	N18°17'37"W	N06°07'40"E	N42°42'54"W
	R/W-EAST	230.00'	48°50'35"	196.07'	190.18'	N18°17'37"W	N06°07'40"E	N42°42'54"W
	OUTLOT 8	230.00'	11°09'53"	44.82'	44.75'	S37°07'58"E	S42°42'54"E	
	OUTLOT 7	230.00'	4°59'02"	20.01'	20.00'	S29°03'31"E		S26°34'00"E
	OUTLOT 13	230.00'	32°41'40"	131.24'	129.47'	S10°13'10"E	S26°34'00"E	S06°07'40"W
GG	R/W-OL 9	170.00'	48°50'35"	144.92'	140.57'	S18°17'37"E	S42°42'54"E	S06°07'40"W
	C/L	500.00'	7°53'20"	68.84'	68.79'	N02°11'01"E	N01°45'39"W	N06°07'40"E
	R/W-OL 13	470.00'	7°53'20"	64.71'	64.66'	N02°11'01"E	N01°45'39"W	N06°07'40"E
	R/W-OL 9	530.00'	7°53'20"	72.97'	72.92'	S02°11'01"W	S06°07'40"W	S01°45'39"E
HH	R/W-OL 13	15.00'	85°44'39"	22.45'	20.41'	N44°37'59"W	S87°30'18"W	N01°45'39"W
II	R/W-OL 13	90.00'	9°05'42"	14.29'	14.27'	S88°12'09"W	S83°39'18"W	N87°15'00"W
JJ	R/W-OL 13	60.00'	216°32'08"	226.76'	113.95'	N11°52'22"E	S59°48'34"E	S83°39'18"E
KK	R/W-OL 13	90.00'	26°45'53"	42.04'	41.66'	S73°11'30"E	S86°34'27"E	S59°48'34"E
LL	C/L	600.00'	19°09'01"	200.54'	199.61'	S84°59'09"E	N82°46'21"E	S78°04'38"E
	C/L EAST	600.00'	13°41'01"	143.29'	142.95'	N87°35'09"E	N78°04'38"W	
	C/L WEST	600.00'	5°28'00"	57.25'	57.22'	S85°30'21"W	S88°14'21"W	S82°46'21"W
	R/W-OL 9	630.00'	1°27'58"	16.12'	16.12'	N83°30'20"E	N82°46'21"E	N84°14'19"E
	R/W-OL 13	570.00'	10°39'12"	105.98'	105.83'	N88°05'57"E	N82°46'21"E	S86°34'27"E
MM	R/W-OL 9	15.00'	85°59'58"	22.51'	20.46'	N41°14'20"E	N84°14'19"E	N01°45'39"W
NN	C/L	100.00'	94°16'31"	164.54'	146.60'	S50°05'24"E	S02°57'08"E	N82°46'21"E
	R/W EAST	70.00'	94°16'31"	115.18'	102.62'	N50°05'24"W	S82°46'21"W	N02°57'08"W
	OUTLOT 11	70.00'	25°42'52"	31.42'	31.15'	S84°22°13"E		N82°46'21"E
	OUTLOT 10	70.00'	68°33'39"	83.78'	78.85'	S37°13'57"E	S02°57'08"E	S71°30'47"E
	R/W WEST	130.00'	94°16'31"	213.90'	190.58'	S50°05'24"E	S02°57'08"E	N82°46'21"E
	OUTLOT 12	130.00'	51°08'24"	116.03'	112.22'	N28°31'52"W		N02°57'08"W
	OUTLOT 13	130.00'	30°18'51"	68.78'	67.98'	N69°14'57"W	N84°24'23"W	
OO	OUTLOT 14	130.00'	12°49'16"	29.09'	29.03'	S89°10'59"W	N82°46'21"W	N84°24'23"W
	C/L	730.00'	21°28'45"	273.66'	272.07'	S13°41'31"E	S24°25'53"E	S02°57'08"E
	R/W-OL 10	760.00'	21°28'45"	284.91'	283.25'	N13°41'31"W	N02°57'08"W	
	R/W-OL 12	700.00'	21°28'45"	262.42'	260.88'	S13°41'31"E	S24°25'53"E	S02°57'08"E
PP	R/W-OL 10	15.00'	90°00'00"	23.56'	21.81'	N20°34'07"E	N24°25'53"W	N65°34'07"E
QQ	R/W-OL 12	15.00'	90°00'00"	23.56'	21.21'	S69°25'53"E	N65°34'07"E	S24°25'53"E

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped all of Lot 4 of Certified Survey Map No. 12082, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 21, and the Northeast 1/4 of the Northwest 1/4 of Section 28, T8N, R19E., Village of Sussex, Waukesha County, Wisconsin more particularly described as follows:

All of Lot 4 of Certified Survey Map No. 12082.

Said lands contain 3,835,461 Sq. Ft. or 88.05 Acres to the meander line, 3,945,060 Sq.Ft. or 90.57 Acres more or less to the centerline of the creek.

That I have made such survey, land division and plat by the direction of the owner(s) of said lands.

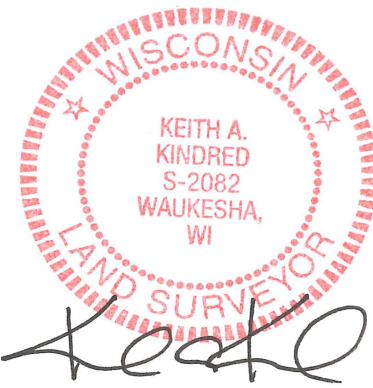
That such plat is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Sussex and Waukesha County in surveying, dividing and mapping the same.

Dated this 13th day of July, 2021.

Revised this 30th day of August, 2021.

Revised this 1st day of September, 2021.



Keith A Kindred, PLS 2082

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

Certified _____, 20____

Department of Administration

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

VISTA RUN LLC, Grantor, to

WISCONSIN ELECTRIC AND POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee

SPECTRUM MID-AMERICA, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as my be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the be property within the lines marked "Utility Easement Areas" without prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

LIMITED LIABILITY OWNER'S CERTIFICATE OF DEDICATION:

Vista Run, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Vista Run LLC, does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

- 1) Department of Administration
- 2) Village of Sussex

IN WITNESS WHEREOF, said Vista Run LLC, has caused these presents to be signed by Steve DeCleene, President of Neumann Developments, its sole member, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____.

In Presence of:

Steve DeCleene, President

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20____, the above named Steve DeCleene, President of Neumann Developments, its sole member of the above named corporation, to me known to be such member of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE:

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of _____, Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its President/CEO, and countersigned by _____, its Secretary (cashier) at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

In presence of:

Corporate Name Countersigned (Corporate Seal)

President Secretary (Cashier)

STATE OF WISCONSIN)

_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20____. the above named _____, President, and _____, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____, Wisconsin

My commission expires _____.

VISTA RUN

ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 12082, BEING A PART OF THE NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 AND THE NW. 1/4 AND SW. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 28, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Approved that the Plat of VISTA RUN, in the Village of Sussex, is hereby approved by the Village Board.

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

Date: _____ Signed _____
Anthony J. LeDonne, Village President

Date: _____ Signed _____
Sam Liebert, Administrative Services Director

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Plat of VISTA RUN, in the Village of Sussex, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Anthony J. LeDonne, Chairperson

Date: _____ Signed _____
Sam Liebert, Administrative Services Director

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Sam Liebert, being duly elected, qualified and acting Treasurer of the Village of Sussex, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Vista Run.

Date _____
Treasurer-Sam Liebert

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela Reeves, being duly elected, qualified and acting Treasurer of WAUKESHA County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of Vista Run.

Date _____
Waukesha County Treasurer - Pamela Reeves

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKindred@SEHinc.com

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT.
STE 100
PEWAUKEE, WI 53072
262-542-9200



THE CONDOMINIUM PLAT OF
THE RESERVES AT VISTA RUN

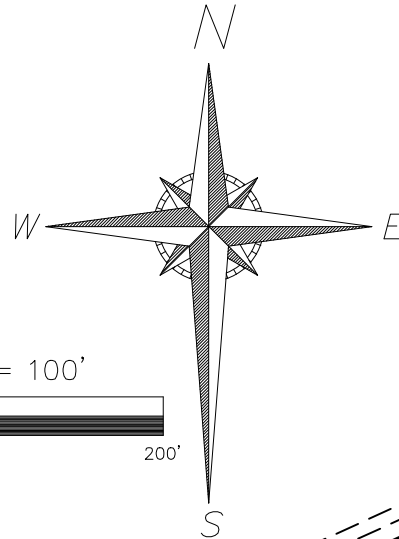
ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE SW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SURVEY BY:
KEITH A KINDRED PLS-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

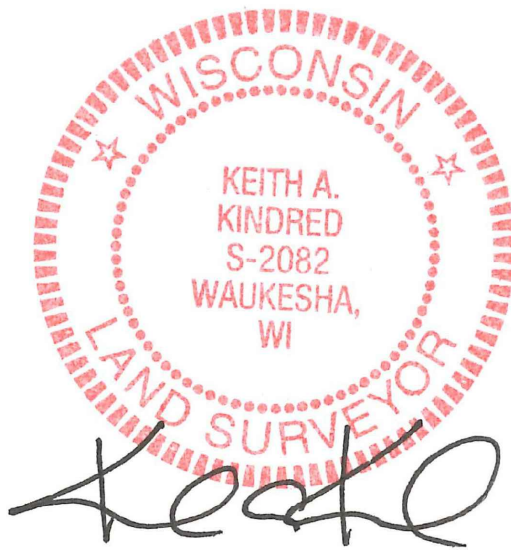
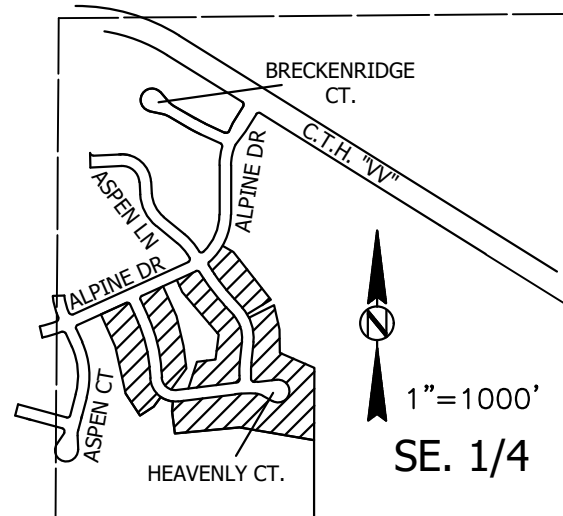
SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT. STE 100
PEWAUKEE, WI 53072

CURVE TABLE						
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING
CC	R/W-OL 8	15.00'	82°30'19"	21.60'	19.78'	S07°30'40"W
DD	R/W-OL 9	15.00'	80°41'24"	21.12'	19.42'	S74°05'11"E
EE	R/W-OL 8	970.00'	8°58'25"	151.92'	151.76'	N38°13'42"W
FF	R/W-OL 9	1030.00'	8°58'25"	161.32'	161.15'	S38°13'42"E
GG	OUTLOT 8	230.00'	11°09'53"	44.82'	44.75'	S37°07'58"E
HH	OUTLOT 13	230.00'	32°41'40"	131.24'	129.47'	S10°13'10"E
II	R/W-OL 9	170.00'	48°50'35"	144.92'	140.57'	S18°17'37"E
JJ	R/W-OL13	470.00'	7°53'20"	64.71'	64.66'	N02°11'01"E
KK	R/W-OL 9	530.00'	7°53'20"	72.97'	72.92'	S02°11'01"W
LL	R/W-OL 13	15.00'	85°44'39"	22.45'	20.41'	N44°37'59"W
MM	R/W-OL13	90.00'	9°05'42"	14.29'	14.27'	S88°12'09"W
NN	R/W-OL 13	60.00'	216°32'08"	226.76'	113.95'	N11°55'22"E
OO	R/W-OL 13	90.00'	26°45'53"	42.04'	41.66'	S73°11'30"E
PP	R/W-OL 9	630.00'	1°27'58"	16.12'	16.12'	N83°30'20"E
QQ	R/W-OL 13	570.00'	10°39'12"	105.98'	105.83'	N88°05'57"E
RR	R/W-OL 9	15.00'	85°59'58"	22.51'	20.46'	N41°14'20"E
SS	OUTLOT 10	70.00'	68°33'39"	83.76'	78.85'	S37°13'57"E
TT	OUTLOT 12	130.00'	51°08'24"	116.03'	112.22'	N28°31'20"W
UU	OUTLOT 13	130.00'	30°18'51"	68.78'	67.98'	N69°14'57"W
VV	R/W-OL 10	760.00'	21°28'45"	284.91'	283.25'	N13°41'31"W
WW	R/W-OL 12	700.00'	21°28'45"	262.42'	260.88'	S13°41'31"E
XX	R/W-OL 10	15.00'	90°00'00"	23.56'	21.21'	N20°34'07"E
YY	R/W-OL 12	15.00'	90°00'00"	23.56'	21.21'	S69°25'53"E

SCALE: 1" = 100'



LOCATION MAP
SEC. 21-T08N-R19E



AUGUST 31, 2021

PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

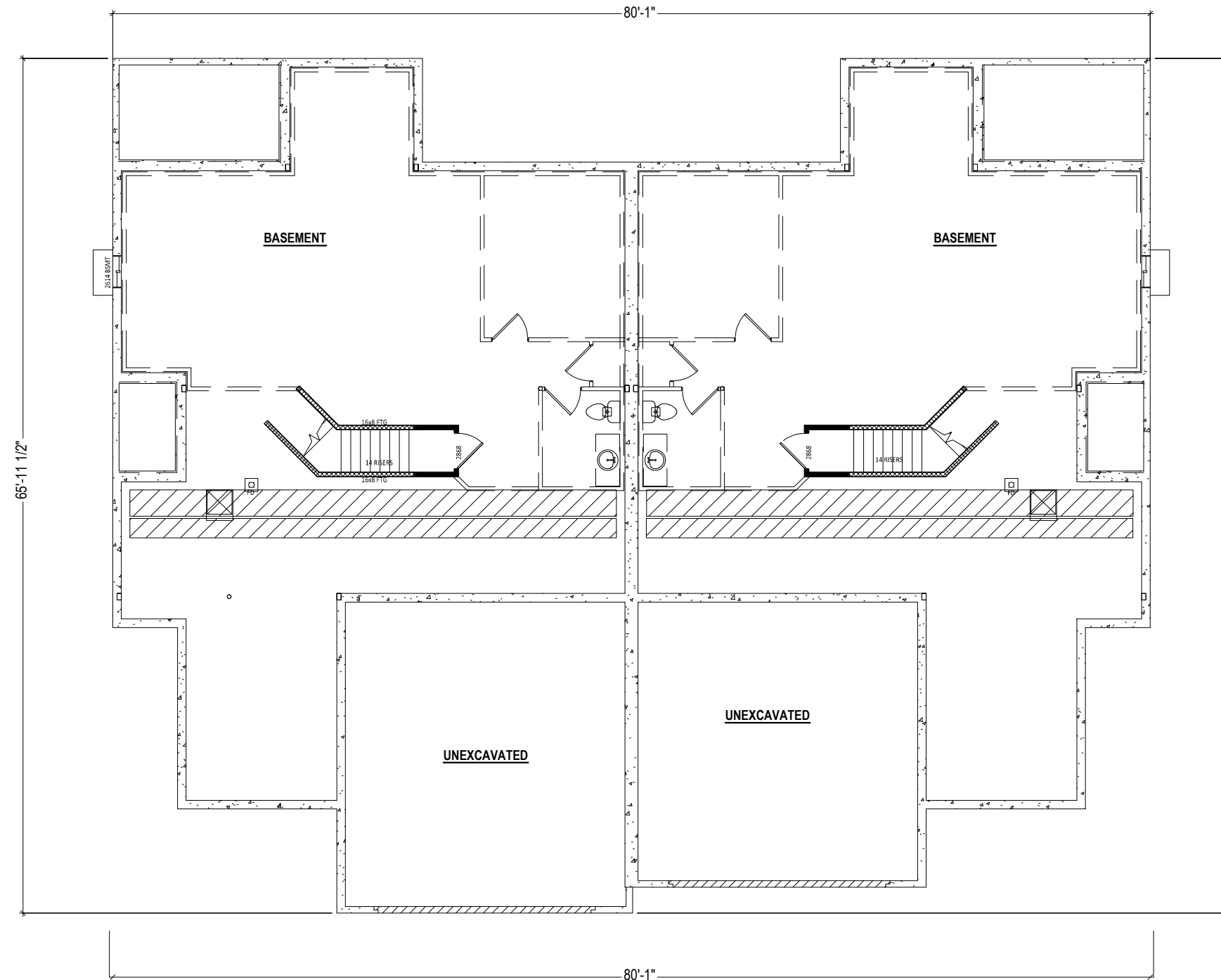
PROJECT # NEUMA-149103

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 1 OF 2

THE CONDOMINIUM PLAT OF
THE RESERVES AT VISTA RUN

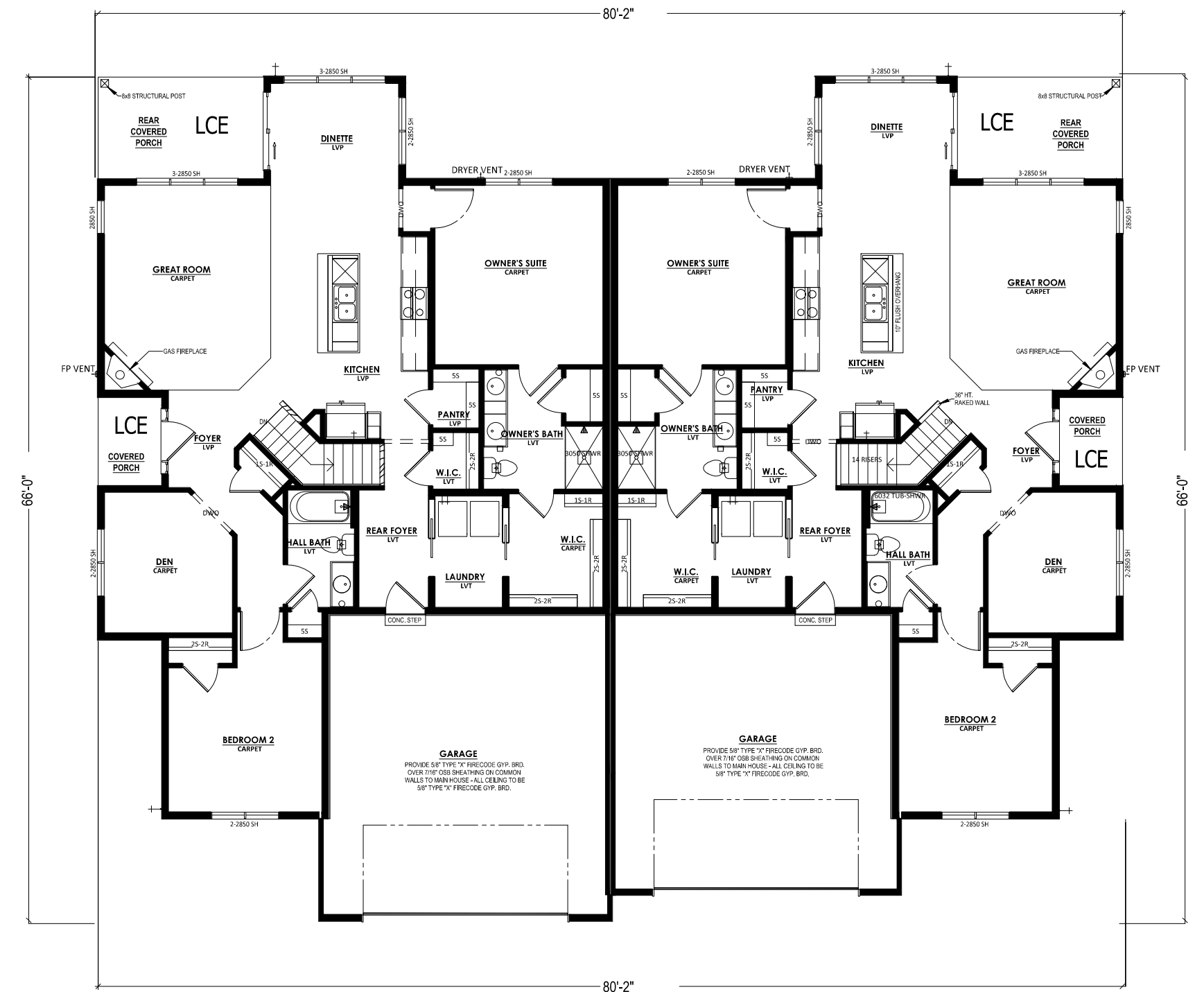
ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE SW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



FOUNDATION / LOWER LEVEL PLAN
(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)

LEGEND

LCE - DENOTES LIMITED COMMON
ELEMENT

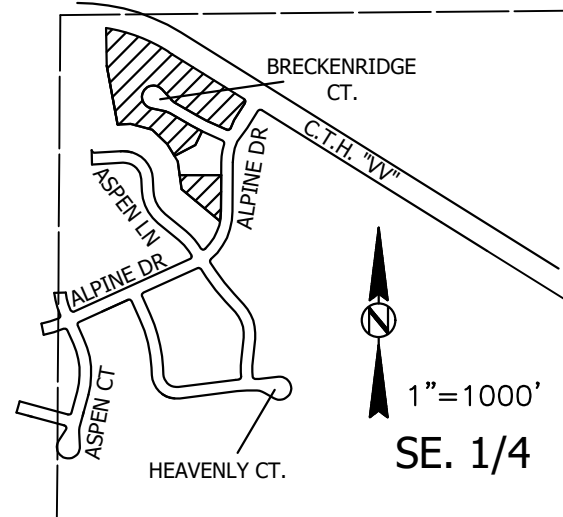


FIRST FLOOR PLAN
(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)

THE CONDOMINIUM PLAT OF
THE TOWN HOMES AT VISTA RUN

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

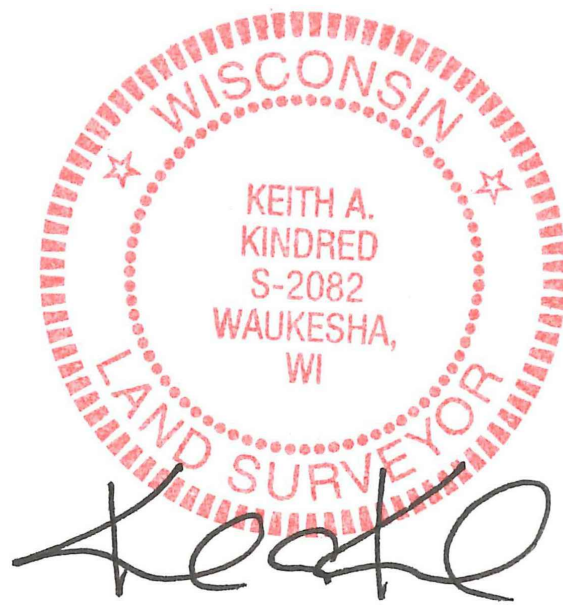
**LOCATION MAP
SEC. 21-T08N-R19E**



SURVEY BY:
KEITH A KINDRED PLS-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT. STE 100
PEWAUKEE, WI 53072

CURVE TABLE								
	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING	TAN BEARING
A	EXTERIOR	894.93'	22°27'36"	350.81'	348.57'	N69°14'33"W	N58°00'45"W	N80°28'21"W
S	OUTLOT 3	15.00'	89°59'52"	23.56'	21.21'	N13°00'49"W	N31°59'07"E	N58°00'45"W
U	OUTLOT 3	15.00'	90°29'04"	23.69'	21.30'	N69°16'55"E	S65°28'34"E	N24°02'23"E
	R/W NORTH	570.00'	5°39'19"	56.26'	56.24'	S62°38'54"E	S59°49'14"E	S65°28'34"E
V	R/W SOUTH	630.00'	5°39'20"	62.19'	62.16'	S62°38'54"E	S59°49'13"E	S65°28'34"E
W	R/W NORTH	90.00'	18°14'02"	28.64'	28.52'	S50°42'13"E	S41°35'12"E	S59°49'13"E
X	R/W	60.00'	212°09'26"	222.17'	115.31'	S30°10'46"W	N43°44'31"W	S75°53'57"E
Y	R/W SOUTH	90.00'	18°14'02"	28.64'	28.52'	N68°56'14"W	N59°49'13"W	N78°03'15"W
BB	OUTLOT 5	270.00'	10°48'08"	50.90'	50.83'	N05°34'17"E	N10°58'21"E	N00°10'13"E

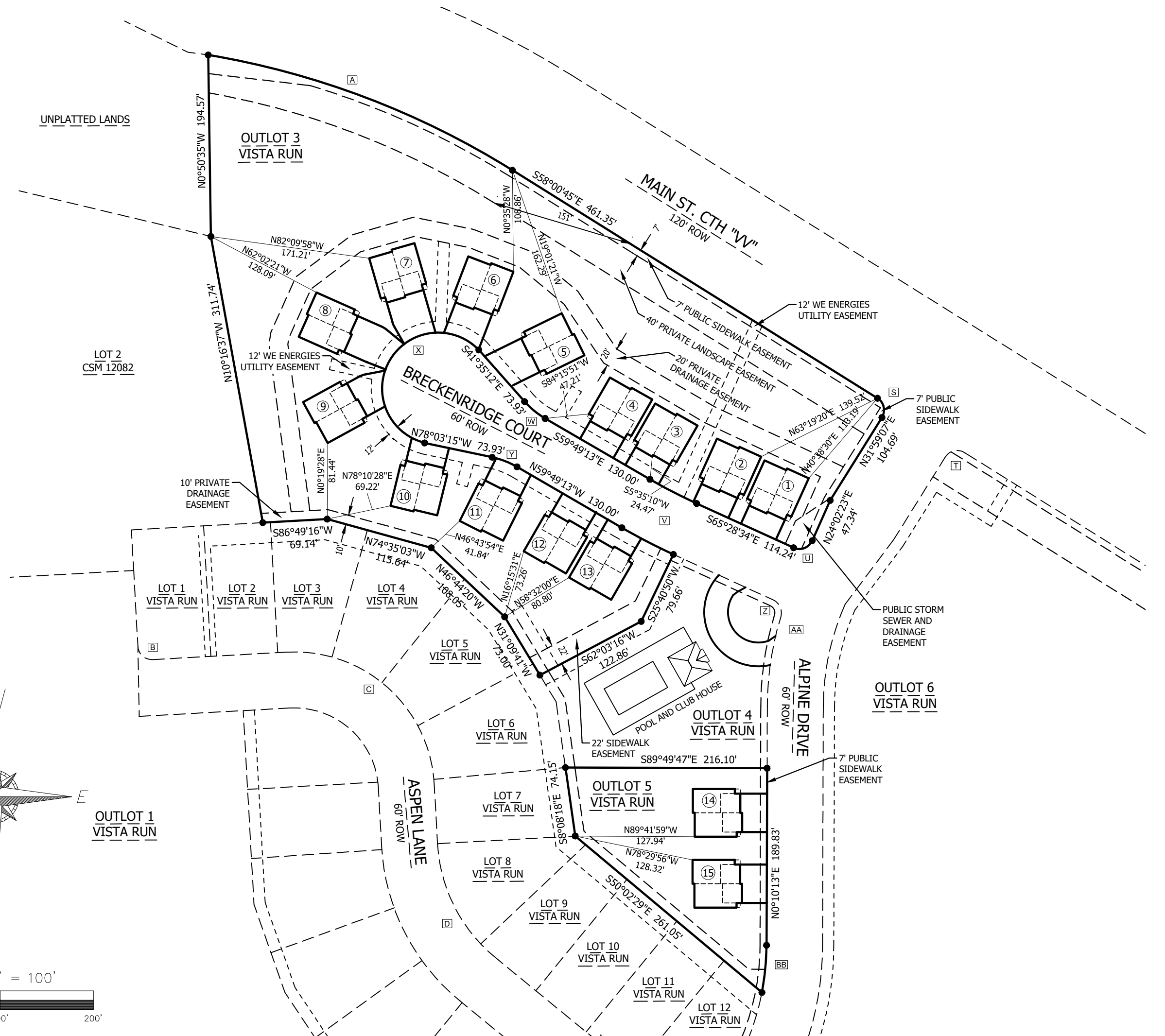
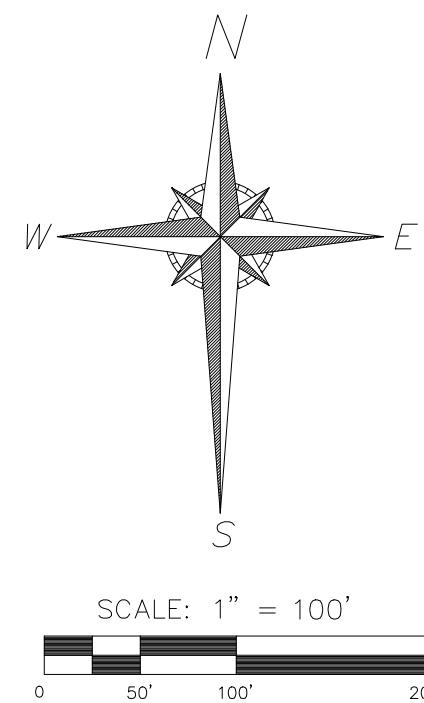


AUGUST 31, 2021



PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-149103



THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 1 OF 2

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.



(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)



(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)



(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)



THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

LCE - DENOTES LIMITED COMMON
ELEMENT