Meeting:	**Plan Commission**
Place:	1293 Washington Ave., Cedarburg
Date/Time:	June 17, 2026 / 7:00PM*
Web Page:	www.townofcedarburgwi.gov
Posted:	June 12, 2026

*This meeting is also available remotely online. For remote access, email sjacoby@townofcedarburgwi.gov for information.

Chairman	David Salvaggio	Administrator	Eric Ryer
Plan Commissioner	Kerry Carmichael	Town Attorney	Brad Hoeft
Presiding Commissioner	Don Borgwardt	Director of Public Works	Adam Monticelli
Plan Commissioner	Tom Gaertig	Director of Parks & Recreation	Paul Jungbauer
Plan Commissioner	Larry Lechner	Town Treasurer	Katie LeBlanc
Plan Commissioner	Steve Wolf	Consulting Planners	Cedar Corp. / Stantec
Plan Commissioner	Anne Lewandowski	Asst. Administrator/Clerk	Sara Jacoby
		Town Engineer	Troy Hartjes, raSmith

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

2. **MINUTES OF PREVIOUS MEETINGS**
   a. Approval of May 20, 2026 Plan Commission Meeting Minutes*

3. **PUBLIC HEARING**
   a. None

4. **OLD BUSINESS**
   a. None

5. **NEW BUSINESS**
   a. Discussion and possible recommendation on a preliminary plat for a major land division by Charlie Hutchinson for Horns Corners Preserve for property located at 461 Horns Corners Road **[Owner: Horns Corners Preserve, LLC, NE ¼ Sec. 32, 7.46 acres, zoned R-2 Single-Family Residential District]***
   b. Discussion and possible recommendation on a preliminary plat for Brandt Highlands for a six lot subdivision on approximately 24 acres by ELB Joint Venture (Don Levy) for the property with tax key #030050300200 **[Owner: EBL, NE ¼ Sec. 5, 24.67 acres, zoned E-1 Estate & C-1 Conservancy]***
   c. Discussion and feedback regarding a concept plan for a minor land division by John Haeberlin (applicant) for property located at 1126 Wauwatosa Road **[Owner: John Haeberlin, NW ¼ Sec. 22, 2.19 acres, zoned B-2 Planned Business District]***
   d. Discussion and feedback regarding a concept plan application for a Conditional Use Permit Amendment by Kristin Forrer and Carly Corson for Daily Market Co. within the existing multi-tenant building located at 1170 Wauwatosa Road **[Owner: CSH Building, LLC, NW ¼ Sec. 22, 2.02 acres, zoned B-3 Business District]***
   e. Discussion and possible recommendation on Ordinance 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin"*

6. **ADJOURNMENT**

*At the Plan Commission's discretion, the Commission may take comment from the public

Note: A quorum of Town Board of Supervisors may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Town Board will be taken at this meeting.

TOWN OF CEDARBURG
PLAN COMMISSION MEETING MINUTES
May 20, 2026

Present: David Salvaggio, Presiding Commissioner Don Borgwardt, Larry Lechner, Kerry Carmichael, Tom Gaertig, Anne Lewandowski
Excused: Steve Wolf
Also Present: Eric Ryer, Administrator, Sara Jacoby, Assistant Administrator/Clerk, Ben Greenberg, Consulting Planner

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Presiding Commissioner Borgwardt called the meeting to order at 7:00 pm. The meeting began with the pledge of allegiance.

2. MINUTES OF PREVIOUS MEETINGS

a. Approval of April 15, 2026 Plan Commission Meeting Minutes*

Commissioner Gaertig made a motion to approve the meeting minutes from April 15, 2026. Commissioner Carmichael seconded the motion, and it passed unanimously.

3. PUBLIC HEARING

a. Public hearing to take comment on a conditional use permit application by Jake Dehne for additional uses as a place of entertainment in relation to the existing restaurant located at 1221 Wauwatosa Road dba Elbow 1221. The application includes new signage, parking, beer garden and live music, among other improvements [Owner: RE 1221 SC LLC, NE 1/4 SEC 21, 3.09 acres, zoned B-2 Planned Business District & C-1 Conservancy District]

Commissioner Lechner made a motion to open the public hearing at 7:01pm. Commissioner Gaertig seconded the motion, and it passed unanimously.

John Haeberlin of owner of 1170 Wauwatosa Road and other properties in the area, spoke in favor of the Conditional Uses proposed.

With no other persons interested in speaking, Commissioner Lechner made a motion close the public hearing at 7:03pm. Chairman Salvaggio seconded the motion, and it passed unanimously.

4. OLD BUSINESS

a. None

5. NEW BUSINESS

a. Discussion and possible recommendation on a conditional use permit application by Jake Dehne for additional uses as a place of entertainment in relation to the existing restaurant located at 1221 Wauwatosa Road dba Elbow 1221. The application includes new signage, parking, beer garden and live music, among other improvements [Owner: RE 1221 SC LLC, NE1/4 SEC 21, 3.09 acres, zoned B-2 Planned Business District & C-1 Conservancy District]*

Planner Greenberg summarized the application. Discussion between the planner, applicants and commissioners focused mainly on number of events, noise, signage, overflow/shared offsite parking and related temporary wayfinding signage at 5 Corners Isuzu & Auto, and an updated site plan. It was discussed that any temporary wayfinding signage would be taken down within 24 hours of the event.

Chairman Salvaggio made a motion the Plan Commission recommend approval to the Town Board with the fourteen conditions suggested by Staff in the written report, the applicants adding a dumpster enclosure within 60 days of permit issuance, address offsite temporary event signage, and provide an updated site plan for the June 1 Board meeting, while finding the following conditions to be present:

(1) Welfare. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

(2) Compatible with adjacent land. The uses, values and enjoyment of other Town property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or

DRAFT

diminished by the establishment, maintenance or operation of the conditional use.

(3) Not impede surrounding property development and improvement. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding Town property for uses permitted in the district.

(4) Adequate infrastructure. Adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.

(5) Ingress and egress. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

(6) Conform to zoning district regulations. The conditional use application shall conform to all applicable regulations of the district in which it is located.

Commissioner Gaertig seconded the motion, and it passed unanimously.

b. Discussion and possible recommendation on a proposed rezoning of a 35 acre parcel from A-2 Prime Agricultural to A-1 Agricultural by Carl Benson (applicant) for property with tax key #03-030-07-001.00 [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural]*

Planner Greenberg summarized the rezoning application. He noted the minor land division being considered in item #5b would reduce the lot sizes to under 35 acres each, which is the minimum in the A-2 Prime Agricultural district. The applicant has chosen to apply for A-1 Agricultural zoning for both lots; A-1 has a 5 acre minimum lot size. The Commission discussed the 395' lot width, lot shape, comments from Ozaukee County Land & Water, wetlands, and the applicant's soil tests.

Commissioner Gaertig made a motion the Plan Commission recommend approval of the rezoning from A-2 to A-1. Commissioner Lechner seconded the motion. Following additional discussion, Commissioner Gaertig amended his motion to recommend approval of the rezoning of the property from A-2 to A-1 finding all of the following conditions in §320-30 to be present:

(a) Adequate facilities in accordance with all Town requirements and ordinances exist or will be provided within a reasonable time.

(b) The land proposed for rezoning is suitable for development, and development will not result in undue water and air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural resources.

(c) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide them.

Commissioner Lechner seconded the amended motion, and it passed 5-0-1 with Commissioner Carmichael abstaining from deliberation.

c. Discussion and possible recommendation on a proposed two lot Minor Land Division application by Carl Benson (applicant) for property with tax key #03-030-07-001.00 [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural]*

This item continues from item #5b.

Commissioner Gaertig made a motion that a wetland delineation be conducted prior to formal recommendation. Commissioner Lewandowski seconded the motion. Planner Greenberg questioned if the intention is to have the entire 35 acres delineated, or only the 12.52 acre lot on which Mr. Benson plans to build a new home (Lot #1). The Commission discussed whether or not to require wetland delineations for both parcels, understanding it is the responsibility of the owners to obtain proper permitting for structures and driveways in relation to wetlands etc.

Commissioner Gaertig amended his motion to require a wetland delineation only for Lot #1 (12.52 acres). Chairman Salvaggio seconded the motion. Following additional discussion regarding the wetland delineation, Commissioner Gaertig withdrew his motion.

DRAFT

Commissioner Lechner made a motion the Plan Commission recommend approval of the minor land division for Carl Benson with tax key #03-030-07-001.00 [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural]. Chairman Salvaggio seconded the motion. Commissioner Lewandowski expressed her belief that wetland delineation should be required. The motion passed 4-1-1, with Commissioner Lewandowski dissenting and Commissioner Carmichael abstaining from deliberation.

d. Verbal update on an ordinance to amend Chapter 184 Land Division of the Town Code regarding 2025 Wisconsin Act 68 relating to subdivision plat approvals*

Administrator Ryer summarized a state law relating to subdivision plat approvals, noting a draft ordinance has been passed along to the Town Attorney for review, with the intent to get the draft before the Plan Commission at the June meeting.

6. ADJOURNMENT

Commissioner Lechner made a motion to adjourn at 8:13 pm. The motion was seconded by Commissioner Carmichael and passed unanimously.

Respectfully Submitted,

Sara Jacoby
Assistant Administrator/Clerk

DRAFT

Meeting Date: 6/17/26
Agenda Item: # 5a

PLAN COMMISSION MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Plan Commission, Town Board
FROM: Amanda Schaefer, Planner, Troy Hartjes, Engineer
MEMO WRITTEN: June 5, 2026
SUBJECT: **Agenda Item # 5a:** Discussion and possible recommendation on a preliminary plat for a major land division by Charlie Hutchinson for Horns Corners Preserve for property located at 461 Horns Corners Road **[Owner: Horns Corners Preserve, LLC, NE ¼ Sec. 32, 7.46 acres, zoned R-2 Single-Family Residential District]***

BACKGROUND INFORMATION	
Project Name	Horns Corners Preserve
Impacted Tax Key / Address	03-032-01-010.00 / 461 Horns Corners Road
Applicant Name	Charlie Hutchinson
Consulting Planner and/or Engineer	Ellena Engineering, LLC
Size of Parcel	7.46 acres
Existing Zoning	R-2 Single-Family Residential
Requested Zoning	No Change; R-2 Single-Family Residential
Abbreviated Legal	NE ¼ of Sec. 32
Future Land Use Map Designation	Residential Neighborhood – South Allows: R-2

ADJACENT LAND USE/ZONING MATRIX		
Direction	***Land Use***	***Zoning***
North	Residential	R-2
South	Residential	CR-A
East	Residential, Conservancy	R-2, C-1
West	Agricultural	A-2

ZONING REQUIREMENTS	***Proposed***	***Required***
	R-2	**R-2**
Minimum Lot Size	0.9184 – 1.059 acres	40,000 square feet or 0.918 acres
Open Space	Pond Outlot 1.3 acres	No Open Space Requirement for R-2, or 0%
Minimum Lot Width	169’	Width: 150’ Frontage: 75’ cul de sac 120’ curve; 150’ Other
Min. Street Building Setback	75’ front lot along Horns Corners	75’ or 100’ Section Line Road
Minimum Side Yard	25’ for home sites	25’
Minimum Rear Yard	25’ for home sites	25’

BACKGROUND

The applicant is requesting approval of a preliminary plat that includes six buildable lots and one outlot on a 7.46 acre parcel zoned R-2 Single-Family residential just north of the Greystones neighborhood. The access to the site would be off Horns Corners Road. The subdivision is proposed to be serviced by a new private shared driveway. There is no proposed rezoning required for this project. Concept review took place at the August 27, 2025, Special Plan Commission Meeting, where the applicant received unanimous, positive feedback on the initial concept plan design.

APPLICANT NARRATIVE

The application's narrative states the following:

Please accept this letter as the project description for the proposed Horns Corners Preserve residential subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 21 East, in the Town of Cedarburg, Ozaukee County, Wisconsin. The subject parcel is Lot 1 of Certified Survey Map 3629, recorded in the Ozaukee County Register of Deeds Office on November 3, 2006 as Document No. 0852071, containing 7.46 gross acres.

Applicant & Owner Information The applicant and property owner is Horns Corners Preserve LLC, of which Charlie Hutchinson is the sole member. The applicant's consulting engineer is Ellena Engineering Consultants, LLC, and the surveyor of record is LandTech Surveying.

Proposed Development The applicant proposes to subdivide the 7.46-acre parcel into six (6) single-family residential lots and one (1) outlot. The development is purely residential in nature. The minimum lot size is 0.92 acres (40,000 square feet). All lots will be accessed via a private road easement connecting to Horns Corner Road. Per §320-17(C)(d), a shared driveway agreement pursuant to §279-6D will be submitted for Town Board approval in conjunction with this application. Stonegate Road, located to the south, is an existing public road with no connection to this development.

The subject property is currently zoned R-2 Single Family Residential District and is presently unused farmland with a single family home at the front of the parcel (nearest Horns Corners Road). The proposed development is consistent with R-2 zoning standards, including a minimum lot area of 40,000 square feet, minimum lot width of 150 feet, street setback of 75 feet, rear and side setbacks of 25 feet, maximum building height of 35 feet, and minimum building area of 1,500 square feet. A 40-foot nonaccess planting strip easement will be provided along Horns Corner Road in accordance with §320-17(G), as required for major land divisions effective June 1, 2022.

Outlot 1 Outlot 1 has been incorporated into the development to serve as the stormwater management area, containing the bio-filtration wet pond. Outlot 1 be owned and maintained by a homeowners association.

Stormwater Management Stormwater management for the development has been designed by Ellena Engineering Consultants, LLC. A wet pond has been incorporated into Outlot 1, serving a drainage area of 8.8 acres. The pond has been designed to significantly reduce post-development discharge rates below existing release rates across all storm events, see Storm Water Management Plan.

The pond outlet structure consists of a 36" diameter RCP manhole with a 6" orifice at elevation 910.00 and an overflow weir at elevation 911.4. A 15" PVC outlet pipe discharges to a stone discharge pad.

Site Access & Roads The development will be served by a 16-foot wide private drive constructed with standard duty pavement (3" asphalt over 6" 3/4" gravel base, approximately 19,800 SF total pavement area). No utilities shall be located on overhead poles.

Surveying The preliminary plat has been prepared by John D. Downing, S-2939, of LandTech Surveying, 955 Lexington Drive, Oconomowoc, WI 53066, (262) 367-7599.

Engineering Civil engineering and stormwater management design has been prepared by Ellena Engineering Consultants, LLC, 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

EXECUTIVE ANALYSIS

1. **Zoning / Density / Comprehensive Plan / Open Space**

The zoning is currently R-2, with no zoning change proposed. The R-2 district is allowed for this parcel per the Comprehensive Plan. The attached zoning map demonstrates a consistency with other properties to the north and east, making the proposed development generally consistent with the surrounding area. The property is designated as Residential Neighborhood – South in the Comprehensive Plan, which allows for R-2 zoning. The proposed lot sizes would all meet the 40,000 square foot minimum. The plat also shows a common outlot for the stormwater pond.

SPECIAL STAFF COMMENT: Please note that the LandTech preliminary plat was the instrument reviewed; the Concept Grading, Paving, and Drainage Plan did not offer the same information related to setbacks and other site impacts. The Concept Grading, Paving, and Drainage Plan must be updated to align with the preliminary plat as approved.

320-17(C) Lot:

1. Width: minimum 150 feet.
2. Area: minimum 40,000 square feet.
3. Frontage.
    a. Lots abutting cul-de-sacs: minimum 75 feet.
    b. Lots on curve with a maximum center-line radius of 150 feet: minimum 120 feet
    c. Other lots: minimum 150 feet.
    d. Lots that do not have frontage upon a public street may be permitted if the Town Board has officially approved other means of access to the lot by a shared driveway agreement as provided in § 279-6D.

STAFF COMMENT: Proposed Lots 1-6 meet all 320-17(C) regulations.

320-17(F) Yard Setbacks:

1. Street: minimum 75 feet
2. Rear: minimum 25 feet
3. Side: minimum 25 feet

STAFF COMMENT: Proposed Lots 1-6 meet all 320-17(F) regulations if the existing house and barn are razed. It is Staff's understanding that all existing structures on site will be razed. Of note is the building setback for Lot #1 must meet the 100' setback as required in Section 184-13 B. (11) that pertains to section line roads (Horns Corners Road is a section line road).

2. **Access / Mailbox / Refuse & Recycling**

All lots would be accessed off Horns Corners Road at a new entrance and be served by a private shared driveway. Being a private shared driveway, the agreement should be clear this is not a private road (would not receive a road name). The existing entrance would be removed as the existing structures would be demolished. Staff recommends a note on the plat and civil documents that Lot #1 will not have direct access off of Horns Corners Road. With six homesites proposed, it would comply with Town ordinance that allows for up to seven parcels off of one shared driveway. The developer intends on having a private contractor complete refuse and recycling by driving down the private shared driveway. A site for the common mailbox should be shown on the plat and civil documents.

3. **Shoreland / Wetland / Floodplain / Onsite Sewage Disposal**
Ed Pfister of Ozaukee County Land & Water Management had the following comment:

> The entire property is located outside Shoreland Zoning. Any land disturbance and/or property improvements are therefore non-jurisdictional with this department. All soil testing performed for sanitation purposes resulted in extremely saturated / hydric soils. All resulting lots created under this land division will be dependent on holding tanks for private onsite wastewater treatment. The installation of subdivision infrastructure (road / bio-filtration pond) will exceed one acre and is subject to the Town's Construction Site Erosion and Sediment Control Ordinance.

Holding tank agreements need to be submitted for Town Board action. Francesca Sanchez of WDNR had the following comment:

> It appears that there may be wetlands on a couple of the parcels based on the plan set and delineation report. Any filling and/or grading (a few examples: placing materials such as soil, wood chips, gravel/rock, concrete, asphalt, sand, mats, etc., grading out/removing tree stumps, temporary or permanent stockpiling of materials, bulldozing, backfilling, creating access roads, etc.) in a wetland will need a DNR wetland disturbance permit.

4. **Planting Strip**
320-17(G) Nonaccess Planting Strip: A minimum forty-foot-wide nonaccess planting strip easement is required for new major land divisions effective June 1, 2022, when the lots are adjacent to a public road. This easement applies only to land abutting the public road.
   1. Fences and other structures are permitted in the planting strip with the approval of the Plan Commission and Town Board.
   2. Planting strip material shall be approved as part of the land division approval process.

STAFF COMMENT: The 40' wide landscape easement is present on the Plat; however, the applicant must submit a landscape plan identifying all proposed plantings and design elements for further review and approval and add the easement to the civil documents so the documents are consistent.

5. **Fire Department/Cistern**
The preliminary plat was shared with the Cedarburg Fire Department. Their comment is below.

> After further discussion with our Chiefs, we feel that the 16' wide private driveway is not adequate to support potential parking of private vehicles in addition to fire apparatus response to an emergency at this location. Our preference would be for a 20' wide private drive. I do not feel that designating the private drive as "no parking" would be an option, as enforcement would be difficult.

Town code Section 320-10 requires that subdivisions with **8 or more lots** provide a cistern, **so that would not apply to this development**.

6. **Stormwater & Erosion Control**
Stormwater management practices will occur on Outlot 1. A stormwater plan has been submitted; please refer to the Engineer's comment letter for items that need to be addressed.

7. **Legal Documents**
The Town Attorney was sent all of the subdivision legal documents for review; they are subject to legal review and revisions by the Town Attorney who will provide updates at the meeting. It is the duty of the developer to properly record with the Register of Deeds and other applicable agencies.

8. **Comprehensive Plan Consistency**
   Staff reviewed the Preliminary Plat application in accordance with the Town of Cedarburg Comprehensive Plan: 2050 and found it to be consistent with the recommendations and land use found in the Town of Cedarburg Comprehensive Plan: 2050.

9. **Comprehensive Park Plan Consistency / Bike Trail Map**
   Staff reviewed the Preliminary Plat application in accordance with the Town of Cedarburg Comprehensive Park Plan and found it to be consistent with the goals and objectives found in the Town of Cedarburg Comprehensive Park Plan. There is no impact on the Bike Trail Map.

10. **5 Corners Master Plan / Design Standards / Hamilton Historic District**
    Not applicable for this application.

11. **Planning & Engineering Code Review**
    Staff have reviewed the Preliminary Plat in accordance with Chapter 320: Zoning, Chapter 184: Land Division, Chapter 110: Construction Site Erosion Control and Sediment Control, Chapter 185: Post-Construction Stormwater Management, Chapter 186: Landmarks Preservation, Chapter 279: Streets and Public Ways, along with any other applicable legislation. Please see the attached engineering review letter.

12. **State Approval**
    Town Code Section 184-6 requires State Department of Administration (WDOA) approval before final approval by the Town Board. Section 184-7 of the Town Code requires all public improvements to be installed, or a surety acceptable to the Town Board, to insure the land divider will make these public improvements. At this point the only public improvement would be the connection to the Town road.

Approving & Objecting Agencies
Cedarburg Fire Department: Provided comment under #5 of this report.
Ozaukee County Land and Water Management: Provided comment under #3 of this report.
Ozaukee County Planning and Parks: No County review required.
Ozaukee County Highway Department: No County objection.
WDNR: Provided comment under #3 of this report.
WisDOT: Not applicable.
Wisconsin Department of Administration: Sent to DOA. Responsibility of the developer to obtain approval from DOA prior to Town Board consideration.
Town of Cedarburg Subcommittees: Not applicable.
Extraterritorial Plat Review: Not applicable.

STAFF RECOMMENDATION / ACTION REQUESTED
Staff recommends APPROVAL of the Preliminary Plat, and requests the Plan Commission consider a recommendation of approval subject to the following conditions:

1. All Staff Report outstanding punch list items and legal comments are resolved, including clarifying that the access is a private shared driveway, not a road and would not receive a road name.
2. Landscape plan be submitted.
3. Refuse and recycling, and mailbox clarifications and notations provided.
4. All necessary permits must be secured from the proper entities.
5. All Objecting and Approving agency questions, comments, and/or concerns are resolved.

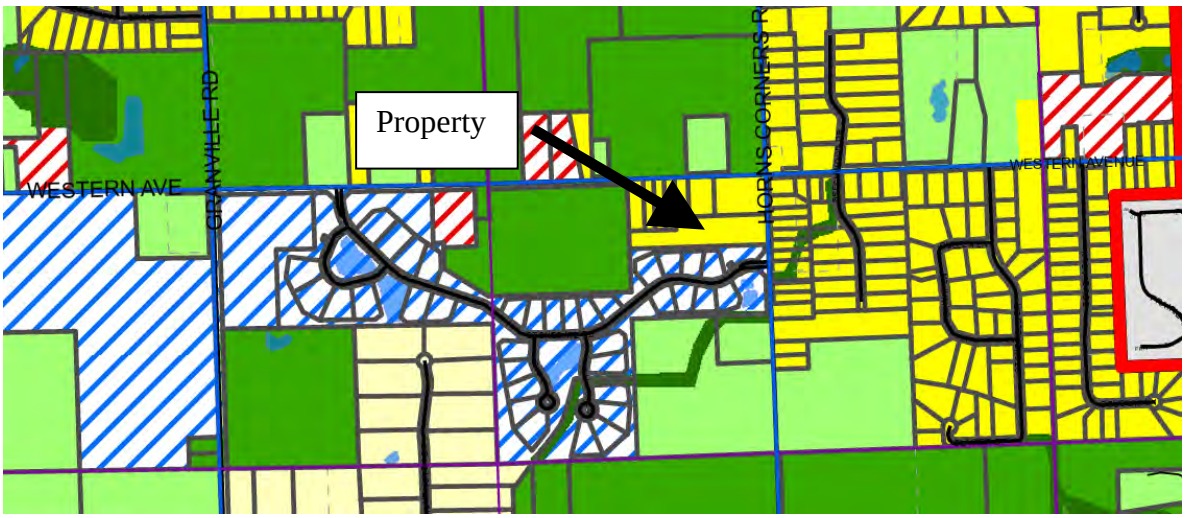
ATTACHMENTS
I. Maps/ Applicant Materials / Engineering Letter (note: full stormwater plan available upon request – only limited pages included due to length; wetland delineation available upon request).

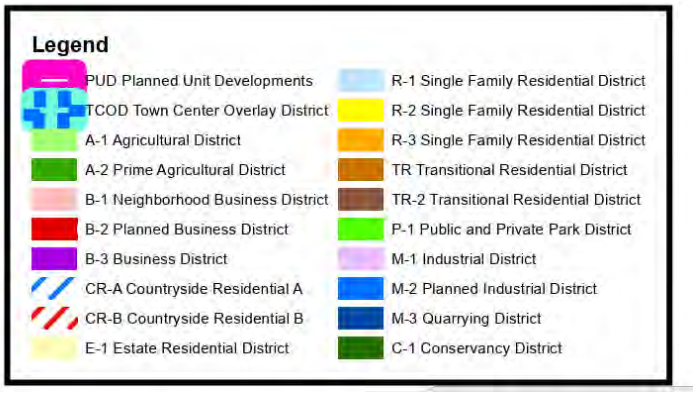
COPIES MAILED/E-MAILED TO

I. Charlie Hutchinson: charlie@houseworkscollective.com
II. Ellena Engineering, LLC: mellena@eeceng.com
III. Jeff Vahsholtz (CFD): jvahsholtz@cityofcedarburg.wi.gov
IV. Andrew Struck (Oz. Co.): ASTRUCK@ozaukeecounty.gov
V. Nick Mikkelson (Oz. Co.): nmikkelson@ozaukeecounty.gov

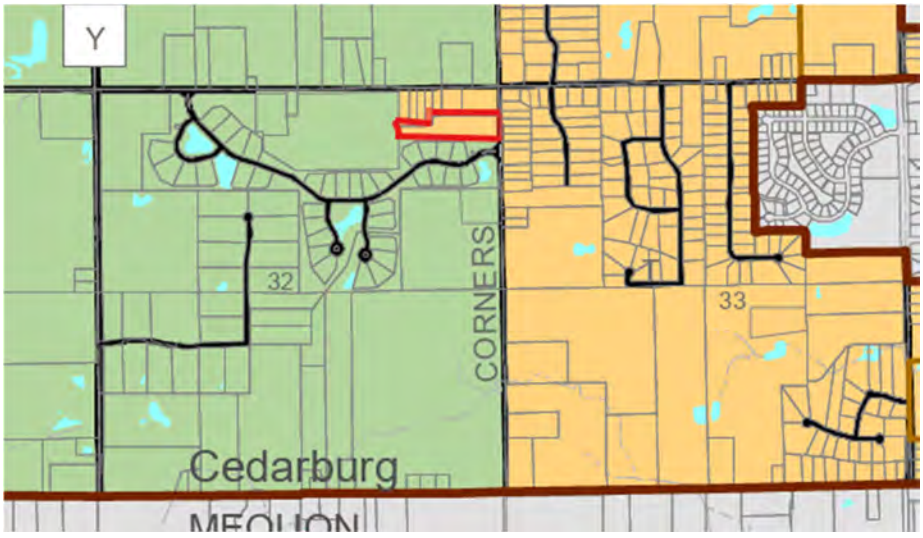
Action	Date	Status
Concept Discussion	8-27-2025	Rec. Proceed
Plan Commission Meeting on preliminary plat	6-17-2026	This Meeting
Town Board Meeting on preliminary plat	-	-
Plan Commission final plat action	-	-
Town Board final plat action	-	-

ATTACHMENT I.

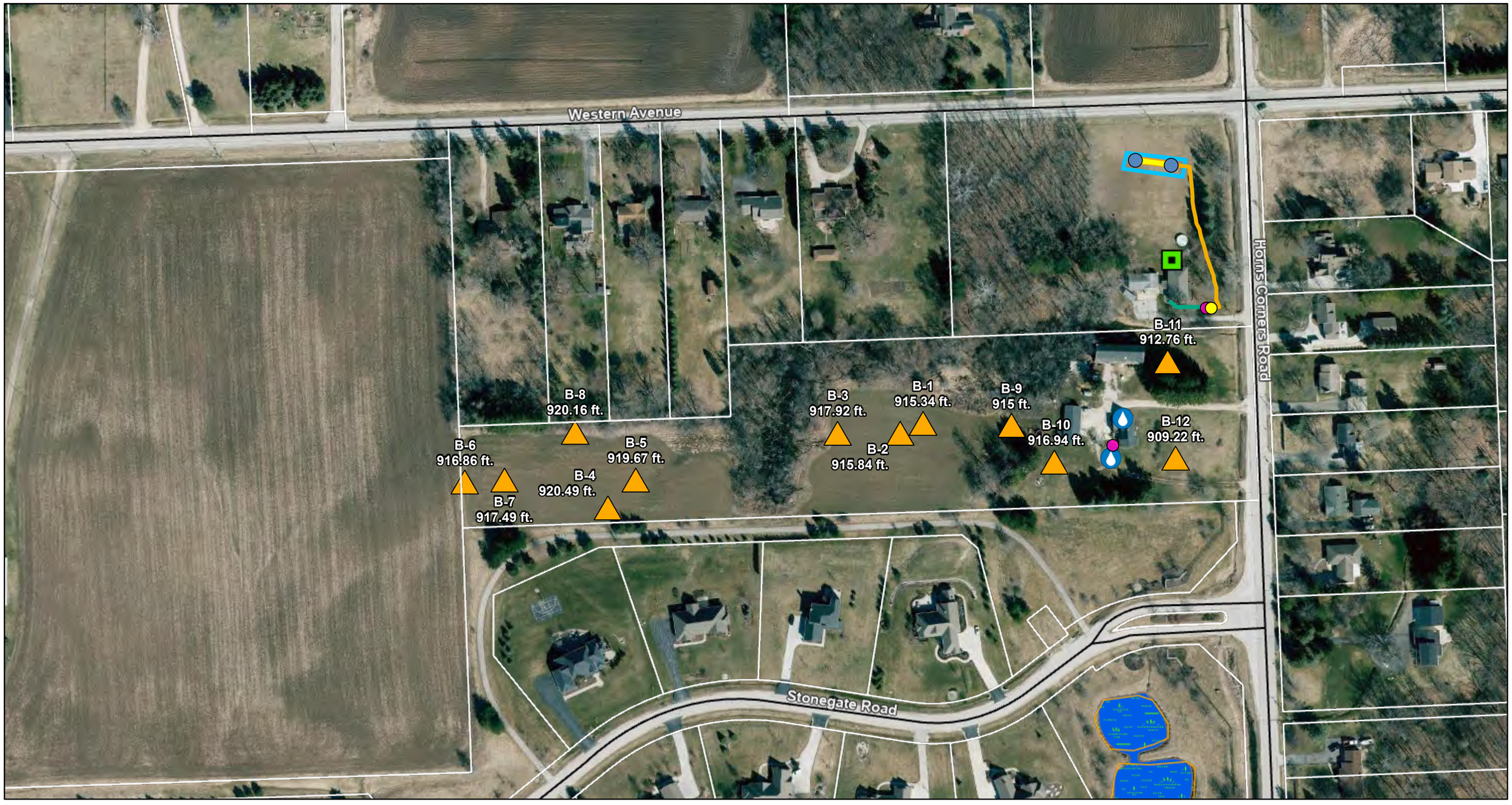




Future Land Use Map



Site Map



6/5/2026, 2:40:30 PM

1:1,892

0 130 260 520 ft

0 37.5 75 150 m

Ozaukee County

Local Roads
- Local
- Parcels
- Wetland Inventory

Hydro Polygon

Hydro Lines
- NO

Soil Borings

Benchmark
- PC Cover
- ST Cover
- Wells

Observation Pipe
- Bldg. Sewer
- Distribution Pipes
- Forcemain
- Installation Contour

Header Manifold
- POWTS Perimeter
- Dispersal Cell
- Tanks

Preliminary Plat Submittal – Horns Corners Preserve

Dear Mr. Ryer and the Town of Cedarburg Planning Commission,

Please accept this letter as the project description for the proposed Horns Corners Preserve residential subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 21 East, in the Town of Cedarburg, Ozaukee County, Wisconsin. The subject parcel is Lot 1 of Certified Survey Map 3629, recorded in the Ozaukee County Register of Deeds Office on November 3, 2006 as Document No. 0852071, containing 7.46 gross acres.

Applicant & Owner Information The applicant and property owner is Horns Corners Preserve LLC, of which Charlie Hutchinson is the sole member. The applicant's consulting engineer is Ellena Engineering Consultants, LLC, and the surveyor of record is LandTech Surveying.

Proposed Development The applicant proposes to subdivide the 7.46-acre parcel into six (6) single-family residential lots and one (1) outlot. The development is purely residential in nature. The minimum lot size is 0.92 acres (40,000 square feet).

All lots will be accessed via a private road easement connecting to Horns Corner Road. Per §320-17(C)(d), a shared driveway agreement pursuant to §279-6D will be submitted for Town Board approval in conjunction with this application. Stonegate Road, located to the south, is an existing public road with no connection to this development.

The subject property is currently zoned R-2 Single Family Residential District and is presently unused farmland with a single family home at the front of the parcel (nearest Horns Corners Road). The proposed development is consistent with R-2 zoning standards, including a minimum lot area of 40,000 square feet, minimum lot width of 150 feet, street setback of 75 feet, rear and side setbacks of 25 feet, maximum building height of 35 feet, and minimum building area of 1,500 square feet. A 40-foot nonaccess planting strip easement will be provided along Horns Corner Road in accordance with §320-17(G), as required for major land divisions effective June 1, 2022.

Outlot 1 Outlot 1 has been incorporated into the development to serve as the stormwater management area, containing the bio-filtration wet pond. Outlot 1 be owned and maintained by a homeowners association

Stormwater Management Stormwater management for the development has been designed by Ellena Engineering Consultants, LLC. A wet pond has been incorporated into Outlot 1, serving a drainage area of 8.8 acres. The pond has been designed to significantly reduce post-development discharge rates below existing release rates across all storm events, see Storm Water Management Plan.

The pond outlet structure consists of a 36" diameter RCP manhole with a 6" orifice at elevation 910.00 and an overflow weir at elevation 911.4. A 15" PVC outlet pipe discharges to a stone discharge pad.

Site Access & Roads The development will be served by a 16-foot wide private drive constructed with standard duty pavement (3" asphalt over 6" 3/4" gravel base, approximately 19,800 SF total pavement area). No utilities shall be located on overhead poles.

Surveying The preliminary plat has been prepared by John D. Downing, S-2939, of LandTech Surveying, 955 Lexington Drive, Oconomowoc, WI 53066, (262) 367-7599.

Engineering Civil engineering and stormwater management design has been prepared by Ellena Engineering Consultants, LLC, 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

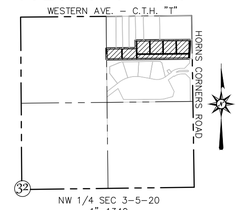
Sincerely,

Charlie Hutchinson Owner/Member, Horns Corners Preserve LLC Houseworks W64N631 Hanover Rd Cedarburg, WI 53012 262-224-2084 charlie@houseworkscollective.com

PRELIMINARY PLAT
HORNS CORNERS PRESERVE

LOT 1 OF CERTIFIED SURVEY MAP 3629, RECORDED IN THE OZAUKEE COUNTY REGISTER OF DEEDS OFFICE NOVEMBER 03, 2006 AS DOCUMENT NO 0852071, BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

VICINITY MAP



OWNER/DEVELOPER:
HORNS CORNERS PRESERVE, LLC
CHARLIE HUTCHINSON
W64N631 HANOVER AVE.
CEDARBURG, WI 53012

ENGINEER:
ELLENA ENGINEERING CONSULTANTS, LLC
700 PILGRIM PARKWAY – SUITE 100
ELM GROVE, WI 53122

SURVEYOR:
LANDTECH SURVEYING, LLC
JOHN DOWNING
955 LEXINGTON DR.
OCONOMOWOC, WI 53066

REVIEWING AUTHORITIES:
- TOWN OF CEDARBURG
- CITY OF CEDARBURG (EXTRATERRITORIAL)
- CITY OF MEQUON (EXTRATERRITORIAL)
- OZAUKEE COUNTY ENVIRONMENT AND LAND USE COMMITTEE
- WI DEPARTMENT OF ADMINISTRATION

TOTAL PARCEL AREA
SUBDIVISION AREA GROSS = 313,061 S.F. OR 7.187 ACRES
LESS R.O.W. DEDICATION = 312,231 S.F. OR 7.168 ACRES

PROPOSED DEVELOPMENT = 6 LOTS – 1 OUTLOT

ZONING DATA – R2 SINGLE FAMILY RESIDENTIAL DISTRICT
- MINIMUM LOT AREA = 40,000 S.F.
- MINIMUM BUILDING AREA = 1500 S.F.
- MINIMUM LOT WIDTH = 150 FEET
- MINIMUM FRONTAGE (CUL-DE-SAC) 75 FEET
- MAX BUILDING HEIGHT = 35 FEET

BUILDING SETBACKS
- FRONT = 75'
- SIDE = 25'
- REAR = 25'
- WETLANDS = 10'

LANDSCAPE YARDS
- FRONT (STREET) = 40'

PARCEL ADDRESS:
461 HORNS CORNERS RD.

PARCEL ID:
030320101000

LEGAL DESCRIPTION PER TITLE POLICY:

LOT 1 OF CERTIFIED SURVEY MAP NO. 3629 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OZAUKEE COUNTY, WISCONSIN, ON NOVEMBER 3, 2006, AS DOCUMENT NO. 0852071, BEING A REDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

WISCONSIN
JOHN DOWNING
S-2939
LAND SURVEYOR

SURVEYOR'S CERTIFICATION:

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

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

NOTES:

- TITLE COMMITMENT PROVIDED PREPARED BY KNIGHT BARRY TITLE GROUP DATED SEPTEMBER 09, 2025, FILE No. 2350270 WITH THE FOLLOWING EASEMENTS THAT MAY AFFECT THE SUBJECT PARCEL:
  - EXCEPTION 12.: EASEMENTS, RESTRICTIONS AND OTHER MATTERS SHOWN ON CERTIFIED SURVEY MAP NO. 3629 RECORDED NOVEMBER 3, 2006 AS DOCUMENT NO. 0852071.
  - EXCEPTION 13.: NOTICE OF ASSESSMENT ROLL CHANGE AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED NOVEMBER 15, 2006 AS DOCUMENT NO. 0852827.
- DIGGERS HOTLINE LOCATE TICKET NUMBERS: 20261312682, 20261312694.
- THE UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY ARE SHOWN PER DIGGER'S HOTLINE MARKINGS AND OR UTILITY PLANS PROVIDED. THE SURVEYOR DOES NOT CERTIFY OR GUARANTEE THE EXACT LOCATIONS OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
- SEE LOT 2 FOR BUILDING SETBACK DETAIL.
- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOT NO. 1 OZAUKEE COUNTY SHALL NOT BE LIABLE OF ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- PORTIONS OF OUTLOT 1 SHALL BE USED FOR STORMWATER MANAGEMENT, OPEN SPACE AND PRIVATE ROADWAY EASEMENT.
- ALL EXISTING BUILDINGS SHOWN ON LOT 1 AND LOT 2 ARE TO BE RAZED.
- AN IMPACT FEE FOR NEW LOTS SHALL BE PAID PER TOWN CODE.

LEGEND

■	SECTION CORNER MONUMENT
○	FOUND 3/4 REBAR" OR NOTED
○	FOUND 1" IRON PIPE OR NOTED
●	SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.
△	CONTROL POINT BENCHMARK
	CMCP CULVERT
TV	TV PEDESTAL
	UTILITY POLE
OH	OVERHEAD UTILITY
800.0	EXISTING SPOT GRADE
-800-	EXISTING CONTOUR
	SOIL BORE
(R)	RECORD DIMENSION
	TREE LINE
	WETLANDS
H	HOUSE
B	BARN
G	GARAGE
R	OUTBUILDING RUINS
CcB	SOILS PER GIS SOIL TYPE
W	WELL

0' 60' 120'
1 INCH = 60 FEET

BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, OZAUKEE COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SEC. 32–10–21 MEASURED AS S00°50'27"E.

VERTICAL DATUM IS NAVD 88 (GEOID 12A)

LandTech SURVEYING
LAND SURVEYING • LAND PLANNING
955 LEXINGTON DRIVE
OCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

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

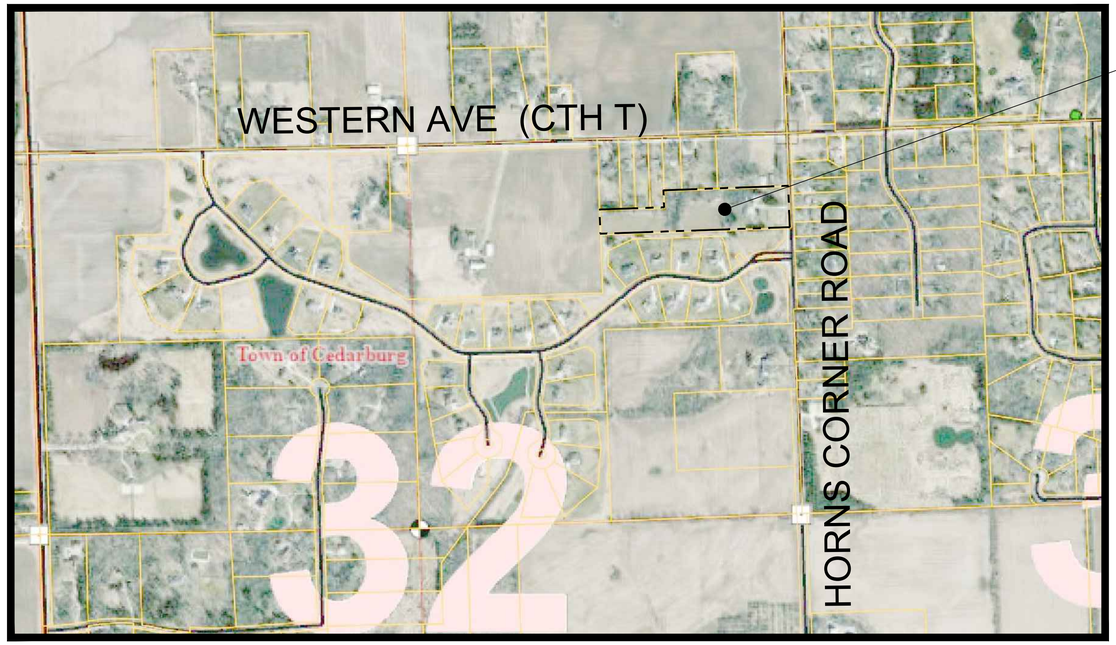
REV: 05/11/2026
04/02/2026
PROJ. NO: 26070
SHEET 1 OF 1

CONSTRUCTION PLANS

FOR

HORNS CORNERS PRESERVE RESIDENTIAL DEVELOPMENT

Town of Cedarburg, Wisconsin



SUBJECT PROPERTY

N

SCALE: 1" = 500'

LEGEND

- SECTION CORNER MONUMENT
- FOUND 1" IRON PIPE OR AS NOTED
- POST
- UTILITY POLE
- GUY POLE
- GUY WIRE
- CULVERT
- UTILITY PEDESTAL
- ELECTRIC PEDESTAL
- SEPTIC FACILITY
- SEPTIC CLEANOUT
- TV MANHOLE
- YARD LIGHT
- INLET
- SOIL TEST LOCATION
- WELL
- —x—x— FENCE
- (XXXXXX) RECORD DIMENSION
- —ST— STORM SEWER
- —OH— OVERHEAD POWER/UTILITY
- —G— UNDERGROUND GAS
- —E— UNDERGROUND ELECTRIC
- —C— UNDERGROUND CABLE
- × 1007.0 EXISTING SPOT ELEVATION
- — 1008 — EXISTING CONTOUR
- × 1007.0 PROPOSED SPOT ELEVATION
- —1008— PROPOSED CONTOUR
- DRAINAGE DIRECTION
- YG 800.0 PROPOSED YARD GRADE (YG = TOP OF FOUNDATION WALL)
- EXP 791.0 PROPOSED EXPOSURE GRADE
- PG 100.0 INTERIM PAD GRADE (LOW FOR BASEMENT SPOILS)
- 3-6" RIPRAP & FABRIC
- MOUND PROPOSED SEPTIC AREA

DEVELOPER:
Charlie Hutchinson
Horns Corners Preserve, LLC
W64N631 Hanover Rd.
Cedarburg, WI 53012
Phone: (262) 224-2084
E-mail: charlie@houseworkscollective.com

ENGINEER:
Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
Phone: 262-791-6183
Email: mellena@eeceng.com

SURVEYOR:
John Downing, RLS
LandTech Surveying, LLC
955 Lexington Drive
Oconomowoc, WI 53066
Phone: 262-367-7599
Email: john@landtechwi.com

APPROVAL AGENCY:
Town of Cedarburg
Phone: 262-377-4509
Email: eryer@townofcedarburgwi.gov

BENCH MARKS:

A) NE CORNER
SEC 32-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 920.65

B) EAST 1/4 CORNER
SEC 32-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 856.30

1. BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, OZAUKEE COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SEC. 32-10-21 MEASURED AS S00°50'27"E.

VERTICAL DATUM IS NGVD 88 (GEOID 12A)

2. ALL SITE IMPROVEMENTS AND CONSTRUCTION SHOWN ON THE PLANS SHALL CONFORM TO THE CURRENT TOWN OF CEDARBURG DESIGN AND CONSTRUCTION SPECIFICATIONS. WHERE THE PLANS DO NOT COMPLY, IT SHALL BE THE SOLE RESPONSIBILITY AND EXPENSE OF THE DEVELOPER TO MAKE REVISIONS TO THE PLANS AND/OR CONSTRUCTED INFRASTRUCTURE TO COMPLY.

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
3. ALL EROSION CONTROL MEASURES SPECIFIED ON THE PROJECT EROSION CONTROL PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN TECHNICAL STANDARDS.
4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
7. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND NOTIFY DIGGERS HOTLINE, THE LOCAL MUNICIPALITY AND ALL GOVERNMENT AGENCIES THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 811.
8. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
9. A TOWN INSPECTOR IS REQUIRED TO BE AT THE PROJECT SITE TO OBSERVE CONSTRUCTION, AS REQUIRED TO MAINTAIN EROSION CONTROL IN ACCORDANCE TO ALL PERMITTING.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC ROADWAYS. THE PUBLIC ROADWAYS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING AT THE END OF EACH WORK DAY OR MORE OFTEN, AS REQUIRED. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
11. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED OPEN SPACE AREAS OUTSIDE OF THE PROPOSED ROADWAY AND PROVIDE SEED, FERTILIZER AND EROSION CONTROL FABRIC PER THE STANDARD SPECIFICATIONS. ROADWAY PAVEMENT SHALL BE SAW-CUT AND REPLACED IN KIND.
12. ALL DISTURBED AREAS SHALL BE REVEGATATED WITHIN SEVEN DAYS OF NO DISTURBANCE. HIGHWAY MIX #40 SHALL BE USED FOR SEEDING WITH AN APPLICATION RATE OF 4.0 LBS/1000 SF.
13. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. (BY GERERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WISDOT TYPE B SOIL STABILIZER SHALL BE APPLIED TO INACTIVE DISTURBED SOILS BETWEEN OCTOBER 15TH AND MAY 1ST AS A TEMPORARY SOIL STABILIZATION MEASURE DURING THE NON-GROWING SEASON.

SHEET INDEX

DESCRIPTION	SHEET NO.
COVER SHEET	C000
GRADING & DRAINAGE PLANS	C100-C101
EROSION CONTROL & INTERIM GRADING PLAN	C200
GRADING & ROADWAY PLAN	C300
DETAILS	C400-C401

DIGGER'S HOTLINE CALL BEFORE YOU DIG 811

REVISIONS

WISCONSIN MARK R. ELLENA E-24090 WALES, WI PROFESSIONAL ENGINEER

EEC ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 • Elm Grove, WI 53122
Phone: 262-719-6183 • Email: mellena@eeceng.com

Horns Corners Preserve Residential Development Town of Cedarburg, Wisconsin

COVER SHEET

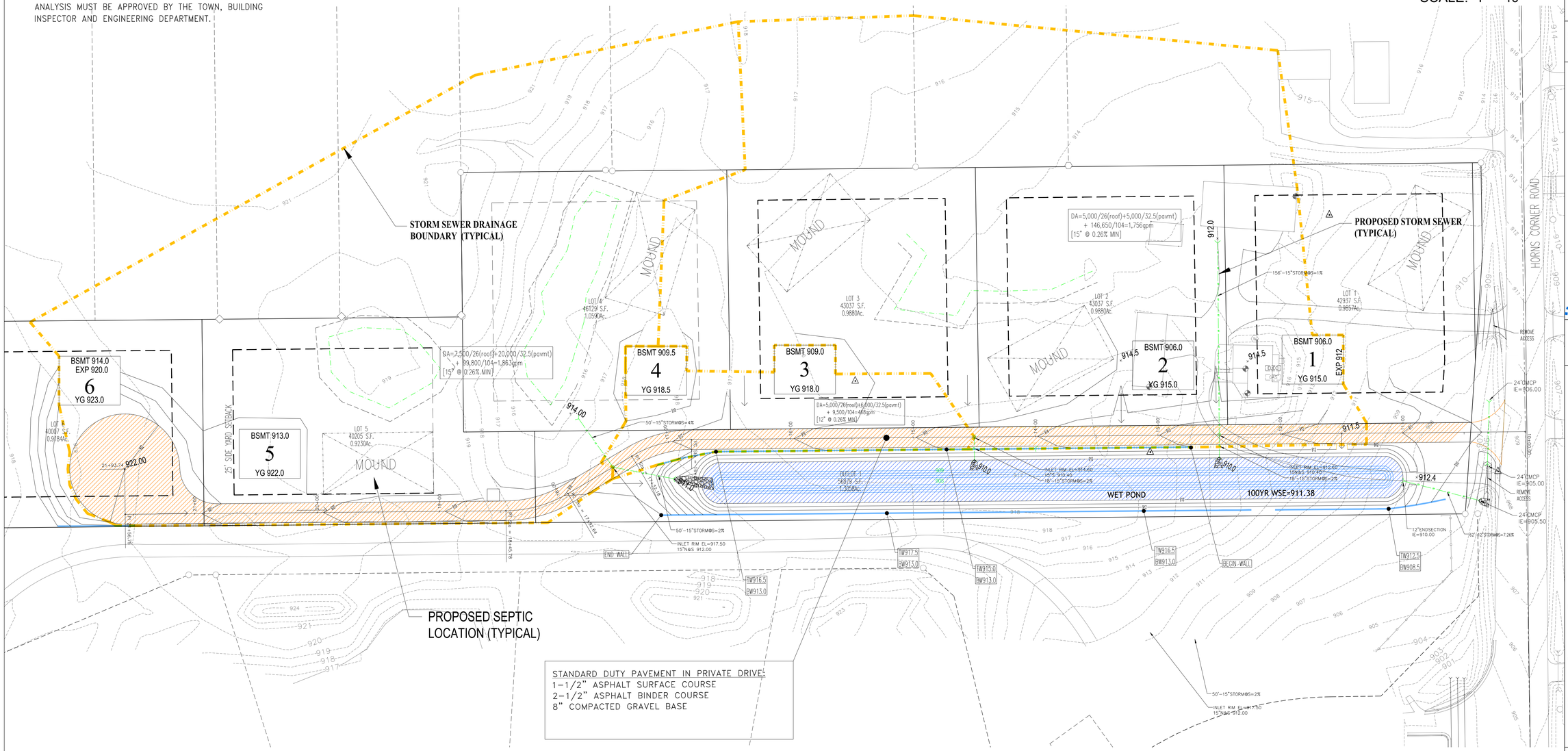
DATE: 05-08-26

MINIMUM BASEMENT ELEVATION RESTRICTION NOTES:

A. BASEMENT RESTRICTION–GROUNDWATER. BASEMENT FLOOR SURFACE ELEVATIONS SHALL BE BASEMENT FLOORS SHALL BE BUILT AT LEAST 1 FOOT ABOVE THE SEASONAL HIGH WATER TABLE DUE TO POTENTIAL FOR SEASONAL HIGH WATER TABLE. MINIMUM BASEMENT FLOOR ELEVATION CHANGES MAY ONLY BE AUTHORIZED UPON FURTHER ANALYSIS BY A QUALIFIED GEOTECHNICAL FIRM COMPLIANT WITH THE TOWN OF CEDARBURG AND SUCH ANALYSIS MUST BE APPROVED BY THE TOWN, BUILDING INSPECTOR AND ENGINEERING DEPARTMENT.

NOTES:
1) A LEGEND SHOWING ALL SPECIAL SYMBOLS, LINE TYPES, ETC. IS SHOWN ON THE COVER SHEET.
2) UNDERGROUND UTILITIES MUST BE LOCATED BY "Diggers Hotline (811)" PRIOR TO START OF CONSTRUCTION.

SCALE: 1" = 40'



STANDARD DUTY PAVEMENT IN PRIVATE DRIVE:
1–1/2" ASPHALT SURFACE COURSE
2–1/2" ASPHALT BINDER COURSE
8" COMPACTED GRAVEL BASE

GENERAL SPECIFICATIONS FOR PRIVATE STORM SEWER:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition, and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin.

2. The private storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with the State of Wisconsin Standard Specifications and the State of Wisconsin, Chapter SPS 382. All permits must be obtain by the contractor prior to commencing work.

3. Private Storm Sewers shall be PVC (solid wall), DR-26 OR HDPE, per the State of Wisconsin Plumbing Code, Chapter SPS 382.
The Storm Outlet shall be precast concrete in accordance with File No. 26 of the Standard Specifications for Sewer & Water Construction in Wisconsin with a Neenah No. R2471 frame & grate (open cover). Manhole diameter 36" Dia. Minimum.
Storm inlets shall be precast concrete box structures in accordance with File No. 29 of the Standard Specifications for Sewer & Water Construction in Wisconsin with a Neenah No. R3227-C frame & grate or EQUAL.

GENERAL CONSTRUCTION SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
3. ALL EROSION CONTROL MEASURES SPECIFIED ON THE PROJECT EROSION CONTROL PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN TECHNICAL STANDARDS.
4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
7. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND NOTIFY DIGGERS HOTLINE, THE LOCAL MUNICIPALITY AND ALL GOVERNMENT AGENCIES THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 811.
8. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
9. A TOWN INSPECTOR IS REQUIRED TO BE AT THE PROJECT SITE TO OBSERVE CONSTRUCTION, AS REQUIRED TO MAINTAIN EROSION CONTROL IN ACCORDANCE TO ALL PERMITTING.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC ROADWAYS. THE PUBLIC ROADWAYS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING AT THE END OF EACH WORK DAY OR MORE OFTEN, AS REQUIRED. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
11. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED OPEN SPACE AREAS OUTSIDE OF THE PROPOSED ROADWAY AND PROVIDE SEED, FERTILIZER AND EROSION CONTROL FABRIC PER THE STANDARD SPECIFICATIONS. ROADWAY PAVEMENT SHALL BE SAW-CUT AND REPLACED IN KIND.
12. ALL DISTURBED AREAS SHALL BE REVEGATATED WITHIN SEVEN DAYS OF NO DISTURBANCE. HIGHWAY MIX #40 SHALL BE USED FOR SEEDING WITH AN APPLICATION RATE OF 4.0 LBS/1000 SF.
13. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. (BY GERERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WISDOT TYPE B SOIL STABILIZER SHALL BE APPLIED TO INACTIVE DISTURBED SOILS BETWEEN OCTOBER 15TH AND MAY 1ST AS A TEMPORARY SOIL STABILIZATION MEASURE DURING THE NON-GROWING SEASON.

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

DESCRIPTION	DATE

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

GRADING & DRAINAGE PLAN

WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 05-01-26
BY: MARK R. ELLENA,PE
SCALE: 1"=100'

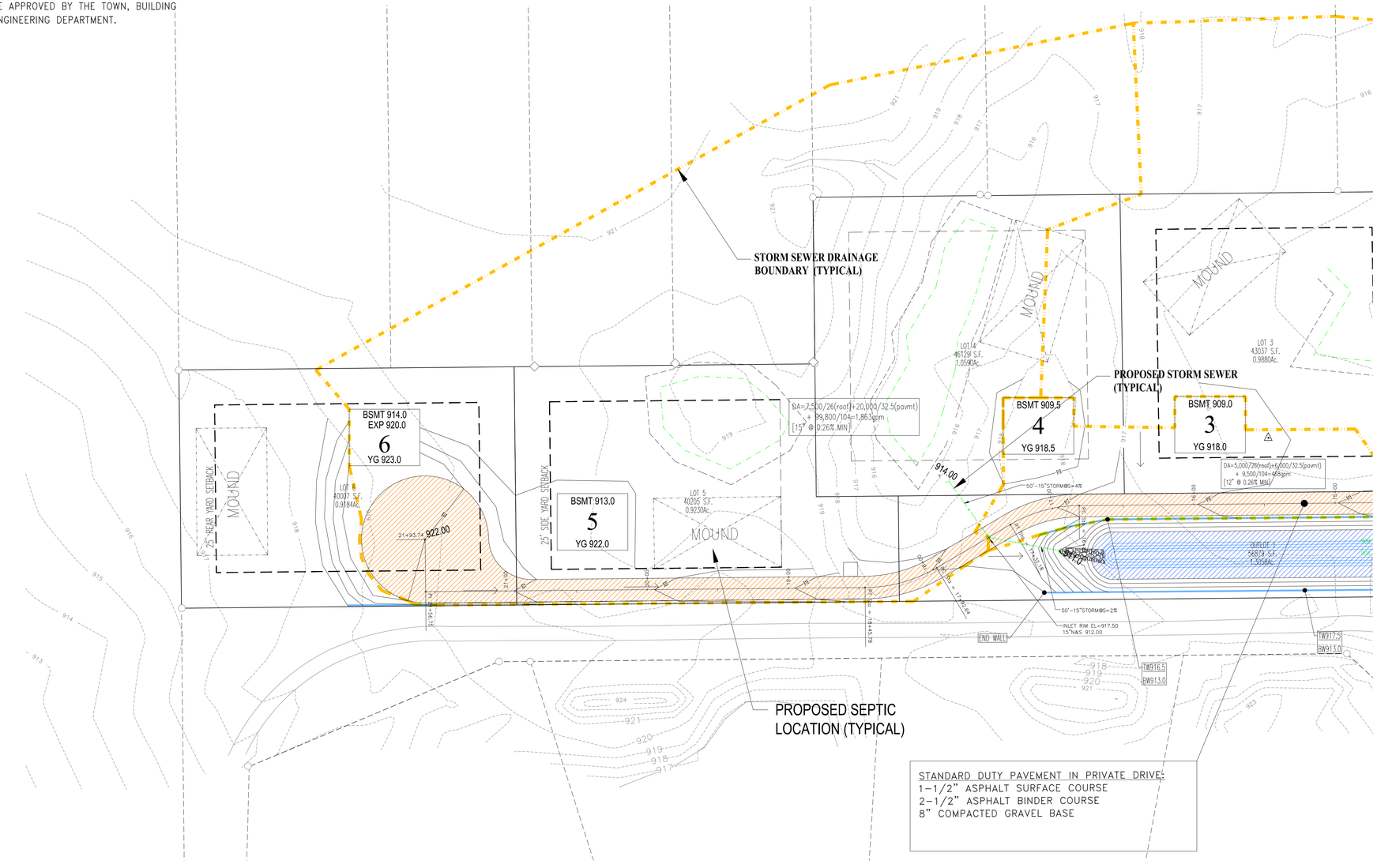
SHEET NUMBER
C100

MINIMUM BASEMENT ELEVATION RESTRICTION NOTES:

A. BASEMENT RESTRICTION–GROUNDWATER. BASEMENT FLOOR SURFACE ELEVATIONS SHALL BE BASEMENT FLOORS SHALL BE BUILT AT LEAST 1 FOOT ABOVE THE SEASONAL HIGH WATER TABLE DUE TO POTENTIAL FOR SEASONAL HIGH WATER TABLE. MINIMUM BASEMENT FLOOR ELEVATION CHANGES MAY ONLY BE AUTHORIZED UPON FURTHER ANALYSIS BY A QUALIFIED GEOTECHNICAL FIRM COMPLIANT WITH THE TOWN OF CEDARBURG AND SUCH ANALYSIS MUST BE APPROVED BY THE TOWN, BUILDING INSPECTOR AND ENGINEERING DEPARTMENT.

NOTES:
1) A LEGEND SHOWING ALL SPECIAL SYMBOLS, LINE TYPES, ETC. IS SHOWN ON THE COVER SHEET.
2) UNDERGROUND UTILITIES MUST BE LOCATED BY "Diggers Hotline (811)" PRIOR TO START OF CONSTRUCTION.

SCALE: 1" = 40'



STANDARD DUTY PAVEMENT IN PRIVATE DRIVE:
1–1/2" ASPHALT SURFACE COURSE
2–1/2" ASPHALT BINDER COURSE
8" COMPACTED GRAVEL BASE

GENERAL SPECIFICATIONS FOR PRIVATE STORM SEWER:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition, and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin.

2. The private storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with the State of Wisconsin Standard Specifications and the State of Wisconsin, Chapter SPS 382. All permits must be obtain by the contractor prior to commencing work.

3. Private Storm Sewers shall be PVC (solid wall), DR-26 OR HDPE, per the State of Wisconsin Plumbing Code, Chapter SPS 382.
The Storm Outlet shall be precast concrete in accordance with File No. 26 of the Standard Specifications for Sewer & Water Construction in Wisconsin with a Neenah No. R2471 frame & grate (open cover). Manhole diameter 36" Dia. Minimum.
Storm inlets shall be precast concrete box structures in accordance with File No. 29 of the Standard Specifications for Sewer & Water Construction in Wisconsin with a Neenah No. R3227-C frame & grate or EQUAL.

GENERAL CONSTRUCTION SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
3. ALL EROSION CONTROL MEASURES SPECIFIED ON THE PROJECT EROSION CONTROL PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN TECHNICAL STANDARDS.
4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
7. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND NOTIFY DIGGERS HOTLINE, THE LOCAL MUNICIPALITY AND ALL GOVERNMENT AGENCIES THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 811.
8. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
9. A TOWN INSPECTOR IS REQUIRED TO BE AT THE PROJECT SITE TO OBSERVE CONSTRUCTION, AS REQUIRED TO MAINTAIN EROSION CONTROL IN ACCORDANCE TO ALL PERMITTING.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC ROADWAYS. THE PUBLIC ROADWAYS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING AT THE END OF EACH WORK DAY OR MORE OFTEN, AS REQUIRED. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
11. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED OPEN SPACE AREAS OUTSIDE OF THE PROPOSED ROADWAY AND PROVIDE SEED, FERTILIZER AND EROSION CONTROL FABRIC PER THE STANDARD SPECIFICATIONS. ROADWAY PAVEMENT SHALL BE SAW-CUT AND REPLACED IN KIND.
12. ALL DISTURBED AREAS SHALL BE REVEGETATED WITHIN SEVEN DAYS OF NO DISTURBANCE. HIGHWAY MIX #40 SHALL BE USED FOR SEEDING WITH AN APPLICATION RATE OF 4.0 LBS/1000 SF.
13. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. (BY GERERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WISDOT TYPE B SOIL STABILIZER SHALL BE APPLIED TO INACTIVE DISTURBED SOILS BETWEEN OCTOBER 15TH AND MAY 1ST AS A TEMPORARY SOIL STABILIZATION MEASURE DURING THE NON-GROWING SEASON.

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

DESCRIPTION | DATE

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

GRADING & DRAINAGE PLAN

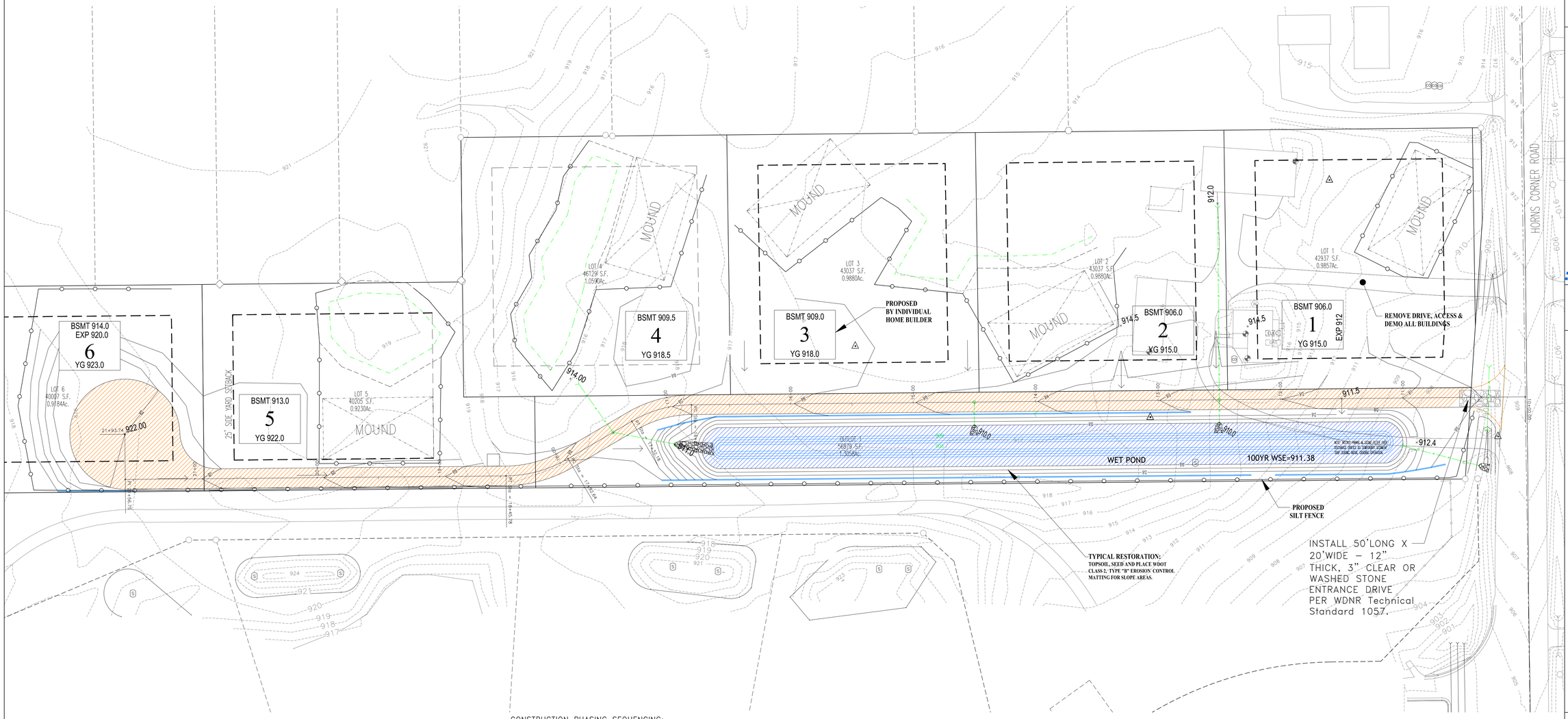
WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 05-08-26
BY: MARK R. ELLENA,PE
SCALE: 1"=100'

SHEET NUMBER
C101

NOTES:
1) A LEGEND SHOWING ALL SPECIAL SYMBOLS, LINE TYPES, ETC. IS SHOWN ON THE COVER SHEET.
2) UNDERGROUND UTILITIES MUST BE LOCATED BY "Diggers Hotline (811)" PRIOR TO START OF CONSTRUCTION.

SCALE: 1" = 40'



GENERAL CONSTRUCTION SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
3. ALL EROSION CONTROL MEASURES SPECIFIED ON THE PROJECT EROSION CONTROL PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN TECHNICAL STANDARDS.
4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
7. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND NOTIFY DIGGERS HOTLINE, THE LOCAL MUNICIPALITY AND ALL GOVERNMENT AGENCIES THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 811.
8. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
9. A TOWN INSPECTOR IS REQUIRED TO BE AT THE PROJECT SITE TO OBSERVE CONSTRUCTION, AS REQUIRED TO MAINTAIN EROSION CONTROL IN ACCORDANCE TO ALL PERMITTING.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC ROADWAYS. THE PUBLIC ROADWAYS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING AT THE END OF EACH WORK DAY OR MORE OFTEN, AS REQUIRED. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
11. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED OPEN SPACE AREAS OUTSIDE OF THE PROPOSED ROADWAY AND PROVIDE SEED, FERTILIZER AND EROSION CONTROL FABRIC PER THE STANDARD SPECIFICATIONS. ROADWAY PAVEMENT SHALL BE SAW-CUT AND REPLACED IN KIND.
12. ALL DISTURBED AREAS SHALL BE REVEGATATED WITHIN SEVEN DAYS OF NO DISTURBANCE. HIGHWAY MIX #40 SHALL BE USED FOR SEEDING WITH AN APPLICATION RATE OF 4.0 LBS/1000 SF.
13. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. (BY GENERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WISDOT TYPE B SOIL STABILIZER SHALL BE APPLIED TO INACTIVE DISTURBED SOILS BETWEEN OCTOBER 15TH AND MAY 1ST AS A TEMPORARY SOIL STABILIZATION MEASURE DURING THE NON-GROWING SEASON.

CONSTRUCTION PHASING SEQUENCING:

THE GRADING AND UTILITY CONTRACTORS MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE TOWN ORDINANCES.

1. CONTACT THE TOWN BUILDING INSPECTOR FOR INSPECTION OF A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF ANY WORK.
2. INSTALL GRAVEL CONSTRUCTION ENTRANCES SHOWN ON THE PLAN (TRACKING PAD).
3. INSTALL SILT FENCE.
4. REMOVE TOPSOIL IN AREAS NEEDED TO CONSTRUCT THE POND AND PRIVATE DRIVE.
5. CONSTRUCT WET POND, STORM SEWERS AND BOULDER LANDSCAPE WALLS. PLACE STONE FILTER OVER LOW FLOW OUTLET DURING CONSTRUCTION TO CONTROL SEDIMENT DISCHARGE. MAINTAIN STONE FILTER AS NEEDED.
6. ALL TOPSOIL PILES SHALL HAVE SILT FENCE BARRIERS.
7. PLACE CLEAN COMPACTED FILL IN LIFTS AS MONITORED BY A QUALIFIED SOILS PROFESSIONAL TO THE ROADWAY SUBGRADE.
8. CONSTRUCT ROADWAY AND REVEGETATE ALL DISTURBED AREAS.
10. ONCE SITE HAS 80% REVEGETATED THE TOWN SHALL INSPECT AND APPROVE THE REMOVAL OF THE SILT FENCE.
11. REVEGETATE ANY REMAINING DISTURBED AREAS.

DATE	DESCRIPTION

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

EROSION CONTROL & INTERIM GRADING PLAN

WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 05-08-26
BY: MARK R. ELLENA,PE
SCALE: 1"=100'

SHEET NUMBER
C200

SCALE: 1" = 40'

BSMT 914.0
EXP 920.0
6
YG 923.0

LOT 6
40007 S.F.
0.9184Ac.

BSMT 913.0
5
YG 922.0

LOT 5
40205 S.F.
0.9230Ac.

25' SIDE YARD SETBACK

MOUND

LOT 4
46129 S.F.
1.0590Ac.

BSMT 909.5
4
YG 918.5

914.00

LOT 3
43037 S.F.
0.9880Ac.

BSMT 909.0
3
YG 918.0

LOT 2
43037 S.F.
0.9880Ac.

912.0

914.5

BSMT 906.0
2
YG 915.0

LOT 1
42937 S.F.
0.9857Ac.

914.5

BSMT 906.0
1
YG 915.0

EXP 912

HORNS CORNER ROAD

911.5

912.4

OUTLOT 1
58879 S.F.
1.3056Ac.

WET POND

100YR WSE=911.38

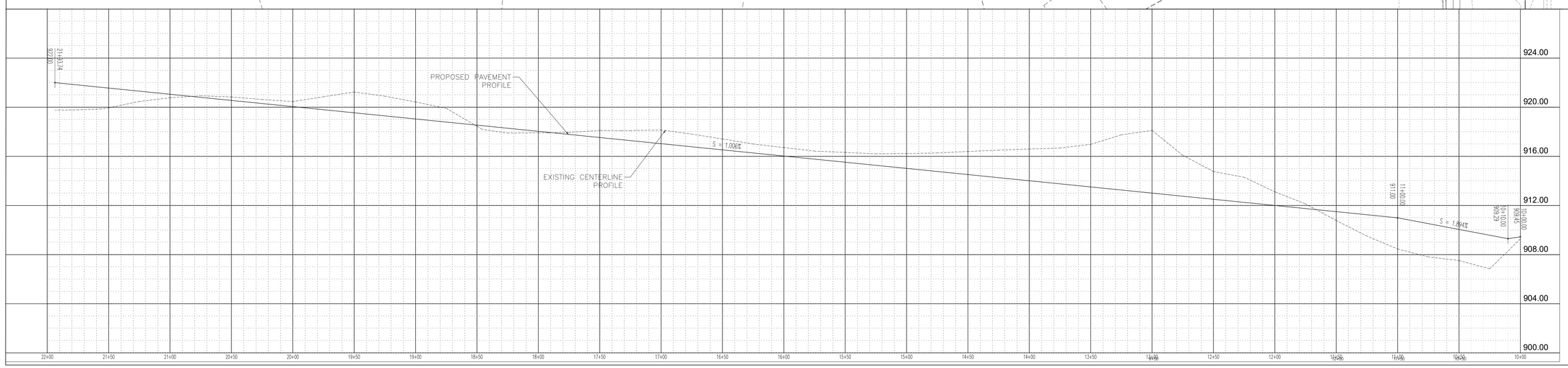
922.00

21+93.74

STA 18+45.00

STA 17+45.44

DIGGER'S HOTLINE
CALL BEFORE YOU DIG
811



DESCRIPTION	DATE

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

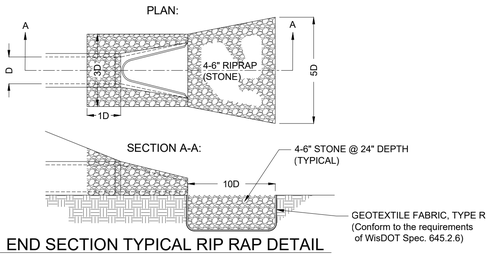
Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

GRADING & ROADWAY PLAN

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

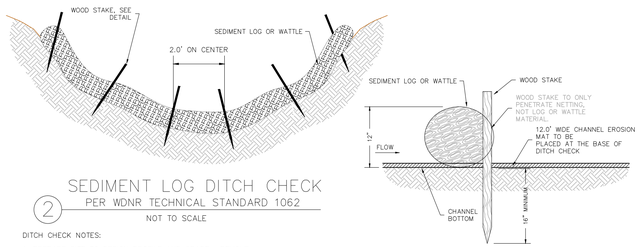
DATE: 05-08-26
DESIGNED BY: MARK R. ELLENA,PE
SCALE: 1"= 40'

SHEET NUMBER
C300



END SECTION TYPICAL RIP RAP DETAIL

NOT TO SCALE (FLARED APONS REQUIRED ON ALL ENDSECTIONS)



SEDIMENT LOG DITCH CHECK

② PER WDNR TECHNICAL STANDARD 1062

NOT TO SCALE

DITCH CHECK NOTES:

1. PREPARE SITE TO DESIGN PROFILE AND GRADE. REMOVE DEBRIS, ROCKS, CLODS, ETC.. GROUND SURFACE SHOULD BE SMOOTH PRIOR TO INSTALLATION TO ENSURE LOG REMAINS IN CONTACT WITH SLOPE.
2. DO NOT ALLOW FLOW TO OVERTOP INSTALLATION.
3. STAKE TO BE PLACED AT TOE OF SLOPE, BOTH SIDES
4. 1 $\frac{3}{4}$" X 1 $\frac{3}{4}$" X 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS OR WATTLES.
5. INSTALL EROSION MAT PER MANUFACTURES SPECIFICATIONS.
6. INSPECT DITCH CHECKS WEEKLY AND WITHIN 24 HRS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE WITHIN A 24 HOUR PERIOD.
7. DITCH CHECK SHALL BE AMERICAN EXCELSIOR CURLEX 12" SEDIMENT LOG, NORTH AMERICAN GREEN WS-12 OR OTHER APPROVED DITCH CHECK AS SPECIFIED IN THE WDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL).
8. SPACING TO BE INSTALLED PER WDNR-CPS 1062 (EVERY TWO (2) VERTICAL FEET) AS SHOWN ON PLANS.



SEDIMAX-SW™ (STRAW WATTLES)

North American Green SediMax-SW™ (Straw Wattles), are a Best Management Practice (BMP) that offers an effective and economical alternative to silt fence and straw bales for sediment control and storm water runoff.

Straw Wattles are a temporary sediment control device and are not intended to replace Rolled Erosion Control Products (RECPs) or Hydraulic Erosion Control Products (HECPs). If vegetation is desired for permanent erosion control, North American Green recommends that RollMax™ or HydraMax™ Systems be used to provide effective immediate erosion control until vegetation is established. SediMax™ Systems may be used in conjunction with blankets, mats and mulches as supplemental sediment and runoff control for these applications. Like all sediment control devices, the effectiveness of SediMax Systems is dependent on storage capacity.

SEDIMAX-SW INSTALLATION STEPS:

1. Begin at the location where the wattle is to be installed by excavating a 2 to 3 in. (5-7.5 cm) deep x 9 in. (22.9 cm) wide trench along the contour of the slope. Excavated soil should be placed upslope from the anchor trench (Figure 7).

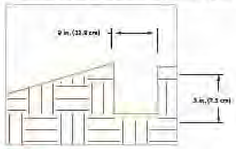


FIGURE 7

2. Place the wattle in the trench so that it contours to the soil surface. Compact soil from the excavated trench against the wattle on the uphill side. Wattles should tightly abut (Figure 8).

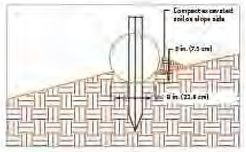


FIGURE 8

3. Secure the wattle with a minimum of 18 to 24 in. (45.7-61 cm) stakes every 3 to 4 ft (0.9 -1.2 m) and with a stake on each end. Stakes should be driven through the middle of the wattle leaving at least 2 to 3 in. (5-7.5 cm) of stake extending above the wattle (Figure 9). Stakes should be driven perpendicular to the slope face. Spacing of SediMax-SW on slope will vary based on the slope grade (Figure 10).

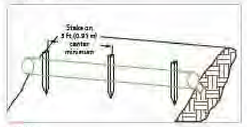


FIGURE 9

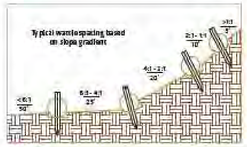


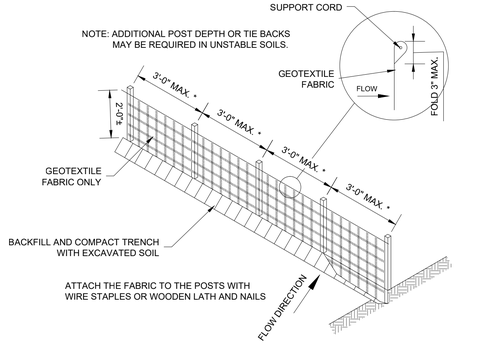
FIGURE 10

For additional installation assistance on SediMax Systems, please call **800-772-2040**, visit **nagreen.com** or e-mail **info@nagreen.com** and we will be happy to put you in touch with your erosion control specialist who can assist you.

STRAW WATTLE DETAIL

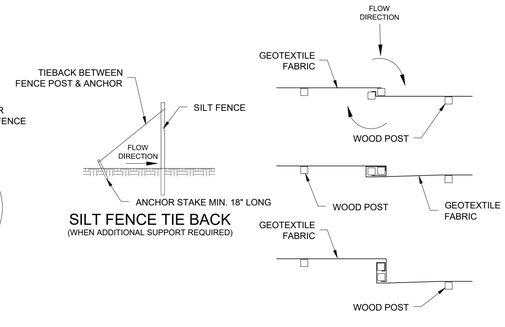
GENERAL NOTES

1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
2. WOOD POSTS SHALL BE A MINIMUM OF 1 $\frac{1}{8}$" x 1 $\frac{1}{8}$" OF OAK OR HICKORY.
3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING METHODS: A) TWIST METHOD -- OVERLAPTHE END POSTS AND TWIST , OR ROTATE, AT LEAST 180 DEGREES. B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.

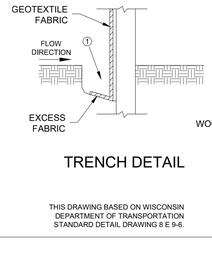


SILT FENCE

* NOTE: 8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.

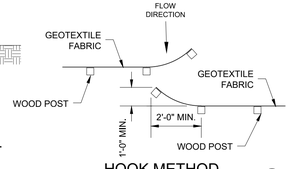


SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



TRENCH DETAIL

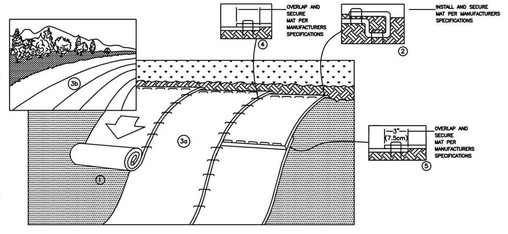
TWIST METHOD



HOOK METHOD
JOINING TWO LENGTHS OF SILT FENCE ④

THIS DRAWING BASED ON WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD DETAIL DRAWING 8 E 9-6.

SLOPE INSTALLATION



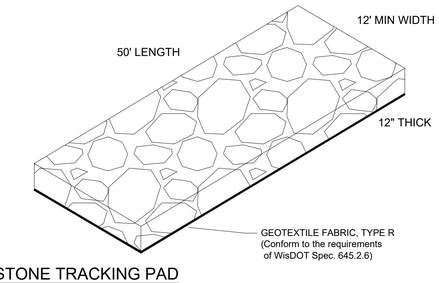
KEYED NOTES (CORRESPONDING TO DETAIL ABOVE):

1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPs), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, OR SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPs IN A 6" DEEP x 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECPs EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF RECPs BACK OVER SEED AND COMPACTED SOIL. SECURE RECPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECPs.
3. ROLL THE RECPs (a.) DOWN OR (b.) HORIZONTALLY ACROSS THE SLOPE. RECPs WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPs MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE MANUFACTURER'S STAPLE PATTERN GUIDE AND/OR SPECIFICATIONS. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHALL BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECPs MUST BE STAPLES WITH APPROXIMATELY 2"-5" OVERLAP, DEPENDING ON RECPs TYPE.
5. CONSECUTIVE RECPs SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE SIDE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART, ACROSS ENTIRE RECP's WIDTH.

IMPORTANT NOTES:

1. SLOPE EROSION MAT TO BE CLASS I, TYPE B MAT AS APPROVED IN THE WI DOT PRODUCT ACCEPTABILITY LISTS
2. CONTRACTOR RESPONSIBLE FOR EROSION MAT INSTALLATION SHALL BE RESPONSIBLE FOR ENSURING EROSION MAT IS INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND PER WI DNR TECHNICAL STANDARD 1052, NON-CHANNEL EROSION MAT.

EROSION MATTING: WDNR TS-1052



STONE TRACKING PAD

PER WDNR TECH STANDARD 1057

Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.

Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.

Note 3: Select fabric type based on soil conditions and vehicles loading.

Note 4: Install tracking pad across full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.

Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

DATE	DESCRIPTION

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

DETAILS

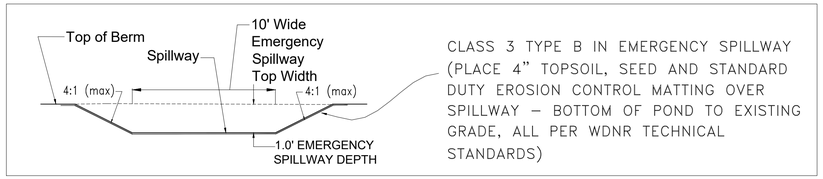
WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 05-08-26

DESIGNED BY: MARK R. ELLENA,PE

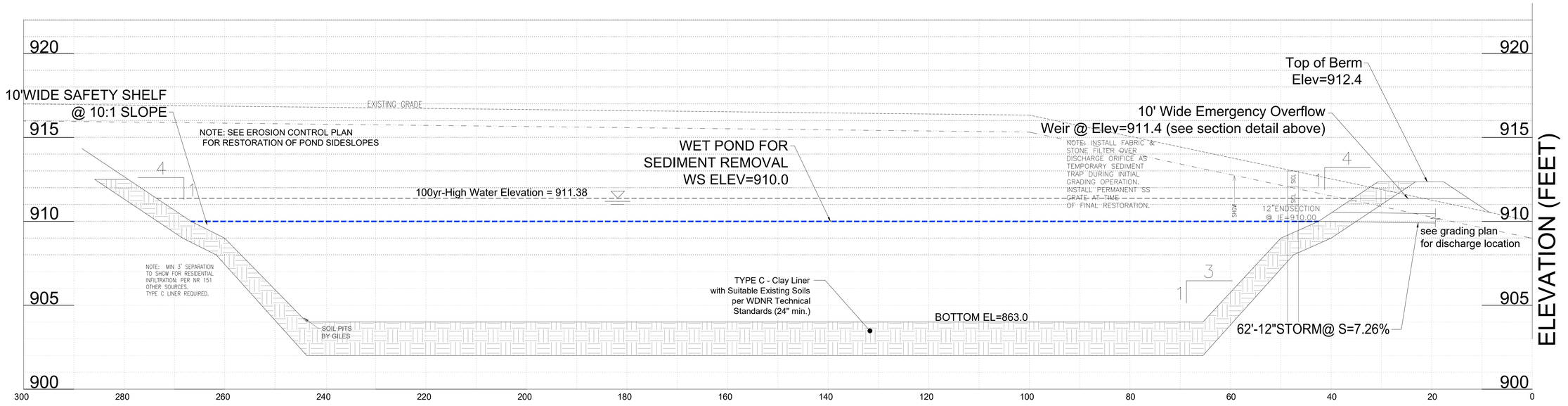
SHEET NUMBER

C400



CLASS 3 TYPE B IN EMERGENCY SPILLWAY (PLACE 4" TOPSOIL, SEED AND STANDARD DUTY EROSION CONTROL MATTING OVER SPILLWAY – BOTTOM OF POND TO EXISTING GRADE, ALL PER WDNR TECHNICAL STANDARDS)

EMERGENCY WEIR TYPICAL CROSS-SECTION DETAIL



PROPOSED WET POND CROSS SECTION (LOOKING NORTH)

DESCRIPTION | DATE

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

DETAILS

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DATE: 05-08-26
DESIGNED BY: MARK R. ELLENA,PE

SHEET NUMBER
C401

GENERAL CONSTRUCTION SPECIFICATIONS:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the Town of Cedarburg. All permits must be obtain by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the Town of Cedarburg and the Department of Natural Resources Wisconsin Technical Standards.
3. All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
8. Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt or dirt tracked from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
9. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
10. All disturbed areas shall be re-vegatated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.

GENERAL SPECIFICATIONS FOR PRIVATE STORM SEWER:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition, and the Town Ordinances and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin.

2. The private storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with the Town of Cedarburg Plumbing Inspection Department and the State of Wisconsin, Chapter SPS 382.. All permits must be obtain by the contractor prior to commencing work.

3. Private Storm Sewers shall be PVC (solid wall), DR-26 OR HDPE, per the State of Wisconsin Plumbing Code, Chapter SPS 382. Storm Manholes shall be precast concrete structures in accordance with the Standard Specifications for Sewer & Water Construction in Wisconsin.

MINIMUM BASEMENT ELEVATION RESTRICTION NOTES:

A. BASEMENT RESTRICTION-GROUNDWATER. BASEMENT FLOOR SURFACE ELEVATIONS SHALL BE NO LOWER THAN THE PROPOSED MINIMUM BASEMENT FLOOR ELEVATIONS DETERMINED BY A QUALIFIED SOILS INVESTIGATION TO REDUCE POTENTIAL FOR SEASONAL HIGH WATER TABLE. MINIMUM BASEMENT FLOOR ELEVATION CHANGES MAY ONLY BE AUTHORIZED UPON FURTHER ANALYSIS COMPLIANT WITH THE TOWN OF CEDARBURG AND SUCH ANALYSIS MUST BE APPROVED BY THE TOWN, BUILDING INSPECTOR AND ENGINEERING DEPARTMENT.

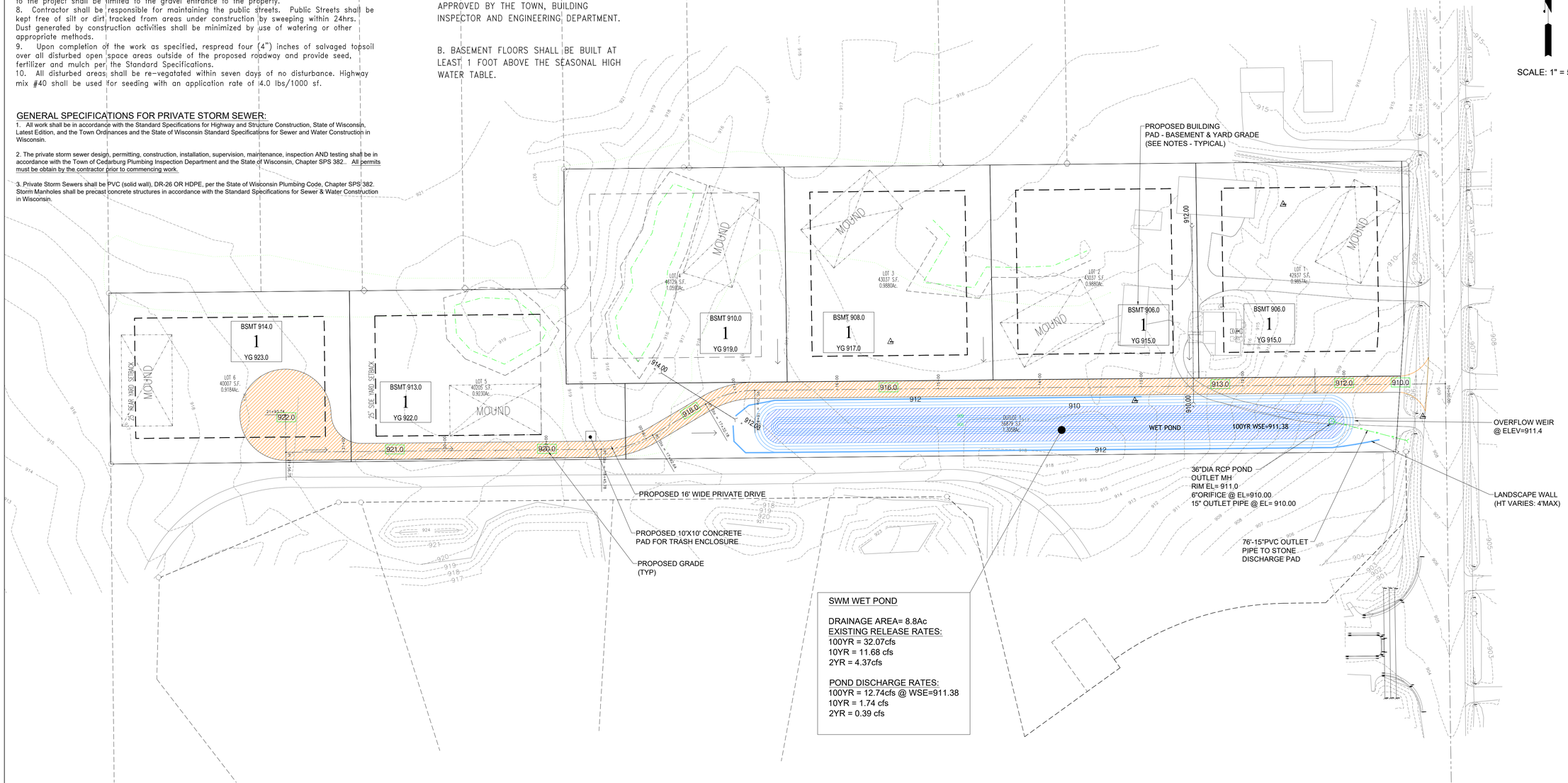
B. BASEMENT FLOORS SHALL BE BUILT AT LEAST 1 FOOT ABOVE THE SEASONAL HIGH WATER TABLE.

PRIVATE DRIVE PAVEMENT:

STANDARD DUTY PAVEMENT
3" ASPHALT PAVEMENT
(2 LIFTS)
6" - 3/4" GRAVEL BASE

[19,800SF]

SCALE: 1" = 50'



SWM WET POND

DRAINAGE AREA= 8.8Ac
EXISTING RELEASE RATES:
100YR = 32.07cfs
10YR = 11.68 cfs
2YR = 4.37cfs

POND DISCHARGE RATES:
100YR = 12.74cfs @ WSE=911.38
10YR = 1.74 cfs
2YR = 0.39 cfs

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

DIGGER'S HOTLINE CALL BEFORE YOU DIG

B11

DESCRIPTION | DATE

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

CONCEPT GRADING, PAVING & DRAINAGE PLAN

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DATE: 04-16-2026
BY: MARK R. ELLENA,PE
SCALE: 1" = 50'

SHEET NUMBER
C200

STORM WATER MANAGEMENT PLAN

For

Horns Corners Preserve
Town of Cedarburg, WI

Date: April 16, 2026

Submitted By: ***ELLENA ENGINEERING CONSULTANTS, LLC***
700 Pilgrim Parkway - Suite 100
Elm Grove, WI 53122
Phone: 262-719-6183
Fax: 866-457-2584
Email: mellena@eeceng.com



April 16, 2026

Town Engineer
Town of Cedarburg
1293 Washington Avenue
Cedarburg, Wisconsin 53012-9304

Re: Storm Water Management Report
Horns Corners Preserve
Village of Cedarburg, WI

Dear Town Engineer,

On behalf of the Owner of the above parcel of land in the Town of Cedarburg, and in accordance with the Town's Storm Water Management Program, we are submitting the following Storm Water Management Report for your review and approval.
The site (Parcel Number:030320101000) is located on the West side of Horns Corners Road approximately 400 feet south of Western Avenue (CTH "T"). This report contains hydrologic data to meet or exceed your Storm Water requirements. Specifically, we have shown development compliance for peak runoff rates under proposed conditions with acceptable release rates corresponding to the pre-development 1, 2, 5, 10 and 100 year events. The 100 year proposed storm was also used to establish an emergency overflow route. In addition, the water quality design features of a wet detention basin designed to remove, on an average annual basis, a minimum of 80% of the total suspended solids loading per the WDNR requirements set forth in Chapter NR151. Infiltration has also been evaluated for the site and we respectfully request that the site be exempt from infiltration due to existing soil limitations and high groundwater.

The computer model used in our analysis is based on the TR-55 runoff curve number methodology, Atlas 14 precipitation depths and NRCS Wisconsin MSE3 precipitation distribution. The following data summarizes our findings:

	ATLAS 14 PRECIPITATION DEPTHS				
Return Period (Years)	1	2	5	10	100
Precipitation Depth	2.30	2.61	3.20	3.77	6.38

EXISTING CONDITIONS:

Drainage Area	Area (Ac)	CURVE NUMBER (CN)	Tc	1yr Peak Discharge	2yr Peak Discharge	5yr Peak Discharge	10yr Peak Discharge	100yr Peak Discharge
EX1	8.8	62	19.6	0.73	1.47	3.61	6.45	23.88

* The runoff curve number is representative of the Type B Soils Group and the current conditions. See CN calculations below.

DRAINAGE AREA PR1				
SOURCE AREA CHARACTERISTIC	AREA (Ac)	RUNOFF COEFFICIENT (CN)	AREA X CN	COMPOSITE CN
Existing Home Sites	0.13	98	12.74	
Existing Driveways	0.20	98	19.60	
Open Area-undeveloped	8.47	61	516.67	
Total	8.80		549.01/8.8	62.39 = 62

PROPOSED CONDITIONS:

Drainage Area	Area (Ac)	CURVE NUMBER (CN)	Tc	1yr Peak Discharge	2yr Peak Discharge	5yr Peak Discharge	10yr Peak Discharge	100yr Peak Discharge
PR1	8.80	74*	23.8	3.75	5.35	8.75	12.34	30.88

*See CN calculations below.

DRAINAGE AREA PR1				
SOURCE AREA CHARACTERISTIC	AREA (Ac)	RUNOFF COEFFICIENT (CN)	AREA X CN	COMPOSITE CN
Proposed Home Sites (6 @ 0.1Ac each)	0.60	98	58.80	
Proposed Driveways (6 @ 0.01Ac each)	0.06	98	5.88	
Proposed Private Drive	0.45	98	44.10	
Open Area-undeveloped	7.69	70	538.30	
Total	8.80		647.08/8.8	73.53 = 74

As previously mentioned, we have shown development compliance for peak runoff rates under proposed conditions with acceptable release rates corresponding to the pre-development 1, 2, 5, 10 and 100 year events. The 100 year proposed storm was also used to establish an emergency overflow design.

The storm water management facility was designed for the drainage area PR1 using the above results and design criteria per your regulations. The following tables present the results of our storm water management design for Area PR1:

TABLE NO. 1

1 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	0.51	910.35	0.184

TABLE NO. 2

2 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	0.83	910.46	0.241

TABLE NO. 3

5 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	1.57	910.70	0.363

TABLE NO. 4

10 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	2.00	910.90	0.517

TABLE NO. 5

100 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	4.20	912.32	1.411

The following table presents the results of the proposed discharge (Area PR1 + Area PR2-detained) compared to the total existing condition for the allowable discharge to the existing environmental corridor.

TABLE NO. 6
POST PEAK FLOW SUMMARY TABLE

STORM EVENT	EXISTING RELEASE RATE	TOTAL PROPOSED DISCHARGE RATE
1	0.73	0.51
2	1.47	0.83
5	3.61	1.57
10	6.45	2.00
100	23.88	4.20

WATER QUALITY:

A wet detention basin has been designed to remove, on an average annual basis, a minimum of 80% of the total suspended solids loading per the WDNR requirements set forth in Chapter NR151 for this site. An analysis was conducted with the WDNR WinSLAMM model (see attached as recommended by the WDNR) resulting in the TSS removal of 86.7%.

CONCLUSION:

In conclusion, the proposed wet detention basin and emergency overland flow route has been designed to treat and slow release runoff from the 1, 2, 5, 10 and 100 year events under proposed conditions with an acceptable release rate corresponding to the pre-development events. The stage-storage discharge information for these facilities has been included along with the hydrologic report data for you use.

Note: The storm water application has been attached to this report and will be completed for the final approval phase.

Please do not hesitate to contact us if you should need further information to complete your review.

Sincerely,

Ellena Engineering Consultants, LLC

Mark R. Ellena

Mark R Ellena, P.E.
ELLENA ENGINEERING CONSULTANTS, LLC



Map Scale: 1:2,160 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 30 60 120 180

Feet
0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ozaukee County, Wisconsin
Survey Area Data: Version 22, Sep 10, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 4, 2022—Sep 13, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7744B2	Hochheim loam, 2 to 6 percent slopes, eroded	1.2	16.1%
7845B	Theresa silt loam, 2 to 6 percent slopes	5.4	74.6%
7848B	Nenno silt loam, 1 to 3 percent slopes	0.7	9.3%
Totals for Area of Interest		**7.3**	**100.0%**



THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LANDTECH SURVEYING. UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

DATE	DESCRIPTION

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

EXISTING DRAINAGE MAP

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DATE: 04-16-26
BY: MARK R. ELLENA,PE
SCALE: 1"= 50'

SHEET NUMBER
EXMAP

SCALE: 1"= 50'

DRAINAGE BOUNDARY

PR1 AREA = 8.8Ac.
CN = 74
Tc = 23.8 min

WETLAND
LINE (2025)

Tc=100' @ 1%

Tc=400' @ 1%

15"HDPE CULVERT(TYP.)

BSMT 914.0
6
YG 923.0

BSMT 913.0
5
YG 922.0

BSMT 910.0
4
YG 919.0

BSMT 908.0
3
YG 917.0

BSMT 906.0
2
YG 915.0

BSMT 906.0
1
YG 915.0

LOT 6
40007 S.F.
0.9184Ac.

LOT 5
40295 S.F.
0.9230Ac.

LOT 4
46129 S.F.
1.0589Ac.

LOT 3
43037 S.F.
0.9880Ac.

LOT 2
43037 S.F.
0.9880Ac.

LOT 1
42937 S.F.
0.9857Ac.

OUTLOT 1
38675 S.F.
0.8878Ac.

25' REAR YARD SETBACK

25' SIDE YARD SETBACK

MOUND

WET POND

100YR WSE=911.38

916.0

914.00

913.0

912.0

911.0

910.00

912

910

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LANDTECH SURVEYING. UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

DATE	DESCRIPTION

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

PROPOSED DRAINAGE MAP

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DATE: 04-16-26
BY: MARK R. ELLENA,PE
SCALE: 1"= 50'

SHEET NUMBER
PRMAP

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St Paul Ave
Milwaukee WI, WI, 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

11/24/2025 WIC-SE-2025-46-03566

Charlie Hutchinson
461 Horns Corners Road
Cedarburg, WI 53012

RE: Wetland Delineation Confirmation for "CHutchinson- 461 Horns corners Road" located in NE 1/4, NE 1/4, Section 32, Township 10N, Range 21E, in the Town of Cedarburg, Ozaukee County

Dear Charlie Hutchinson:

We have reviewed the wetland delineation report from Ruekert and Mielke, Inc. prepared for the above-mentioned site. This letter will serve as confirmation that the wetland boundaries shown on the enclosed wetland delineation figure are acceptable. This finding is based upon a field visit on November 5th, 2025. Any filling or grading within these areas may require DNR approvals. Our wetland confirmation is valid for five years. Be sure to send a copy of the report, as well as any approved revisions, to the U.S. Army Corps of Engineers.

In order to comply with Chapter 23.321, State Statutes, please supply the department with a polygon shapefile of the wetland boundaries delineated within the project area. Please do not include data such as parcel boundaries, project limits, wetland graphic representation symbols, etc. If internal upland polygons are found within a wetland polygon, then please label as UPLAND. The shapefile should utilize a State Plane Projection and be overlain onto recent aerial photography. If a different projection system is used, please indicate in which system the data are projected. In the correspondence sent with the shapefile, please supply a brief description of each wetland's plant community (eg: wet meadow, floodplain forest, etc.). Please send these data to Calvin Lawrence (608-266-0756 or email at calvin.lawrence@wisconsin.gov).

If you are planning development on the property, you must avoid take of endangered and threatened species or obtain an incidental take authorization to comply with the state's Endangered Species Law. To ensure compliance, submit an endangered resources review form (Form 1700-047 available at https://dnr.wi.gov/topic/ERReview/Review.html) and t the DNR Endangered Resources Program will provide a review response letter identifying any endangered and threatened species and any conditions that must be followed to address potential incidental take.

In addition, be sure to contact your local zoning office and the U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project.

If you have any questions, please contact me at (414) 308-6780 or kara.brooks@wisconsin.gov.

Sincerely,

Kara Brooks
Wetland Identification Specialist

Enclosures:
Wetland Delineation Figure

Email CC:
USACE Project Manager
Tiffany Wagner, Ruekert and Mielke, Inc.

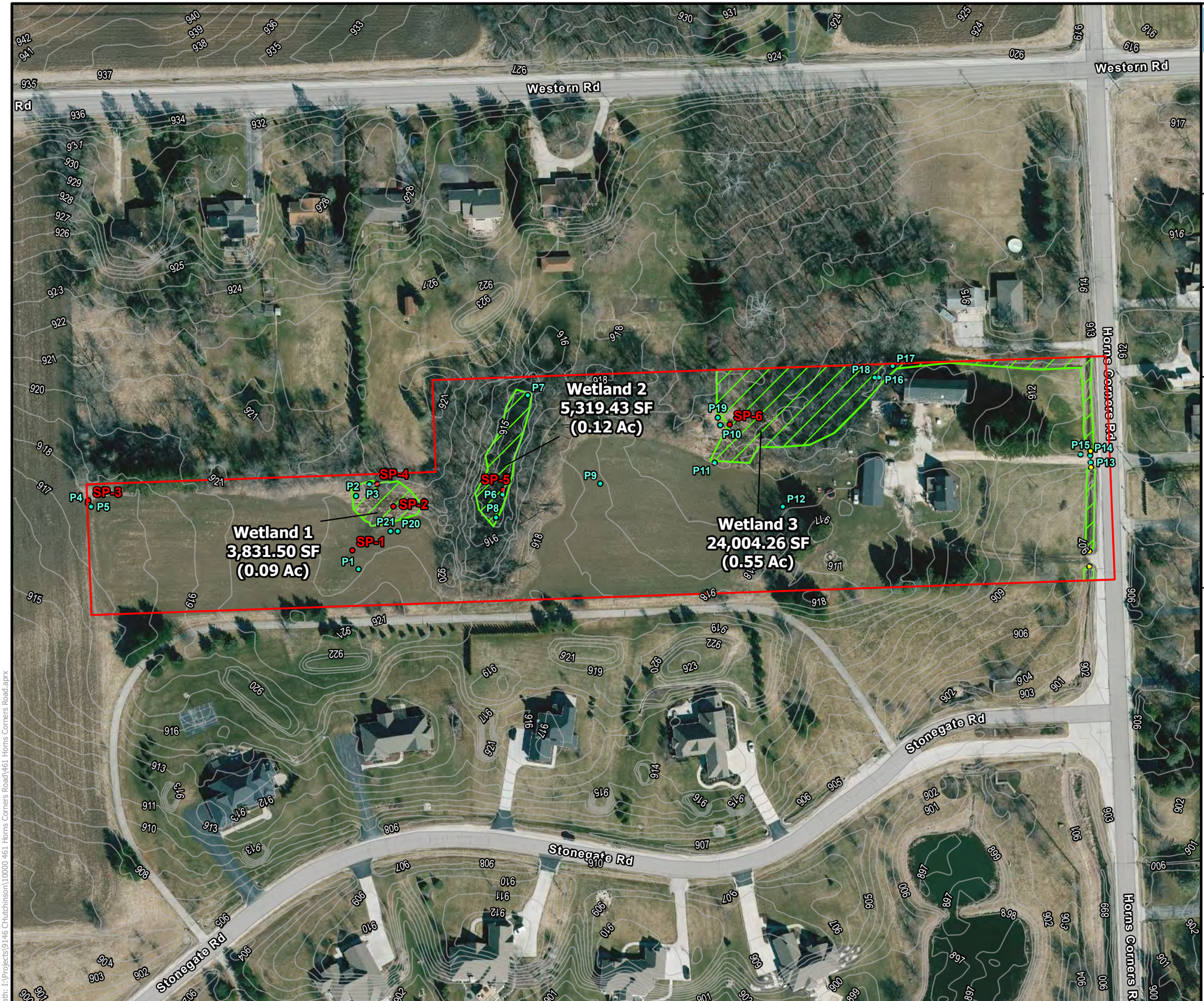
Ruekert · Mielke

461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

Wetland Boundary Map

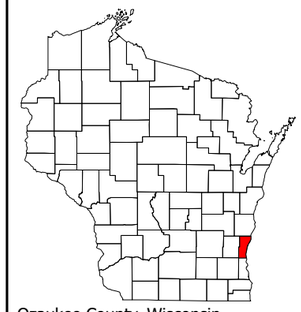
Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 2WetlandBoundary
Date Saved: 11/10/2025

Figure 2



N

0 60 120
Feet



Legend

- Culvert
- Photo Point
- Sample Point
- 1-ft Contour Line
- Area of Investigation (7.5 Acres)
- Delineated Wetland (33,155.19 SF/0.76 Acre)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet

AGREEMENT TO MAINTAIN
STORMWATER FACILITIES
ENTERED INTO ON THIS ____ DAY OF
_____, _____,
BY AND BETWEEN
THE TOWN OF CEDARBURG AND
_____, AND
ITS HEIRS, SUCCESSORS, OR ASSIGNS

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the Town of Cedarburg. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the Town of Cedarburg Construction Site Erosion Control and Stormwater Management Ordinance.

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the stormwater management goals of the Town of Cedarburg, the Town and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

(1) Implement the stormwater facility maintenance plan included herein as Attachment A.

(2) Implement the stormwater management plan included herein as Attachment B.

(3) Include a legal description of the property and map showing location of area served as Attachment C.

(4) Allow the Town or designee to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(5) Undertake corrective actions required by Town within a reasonable time frame as set by the Town.

(6) Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by Town staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

THE TOWN OF CEDARBURG SHALL:

(1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as Town time and resources permit.

(2) Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.

(3) Notify the Owner of maintenance problems that require correction.

REMEDIES:

(1) If corrective actions required by the Town are not completed within the time set by the Town, written notice will be sent to the persons who were given notice stating the Town intention to perform such maintenance and bill the owner for all incurred expenses.

(2) If at any time the Town determines that the existing system creates any imminent threat to public health or welfare, the Town may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.

(3) The owner grants unrestricted authority to the Town for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).

(4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the Town within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Town will be borne by the parties responsible for said reimbursements. If the reimbursement was not made that the costs would be placed on the Owner's tax bill pursuant to Wis. Stats. §66.0627.

(5) The owner hereby grants to the Town a lien against the above-described property in an amount equal to the cost incurred by the Town to perform the maintenance or repair work described herein.

(6) Owner shall defend, indemnify and hold harmless the Town, its successors in interest, officers, employees, agents, invitees, and guesses, from and against any and all liability whatsoever, whether joint or several, from any and all claims, actions, demands, causes of action, liabilities and obligations of whatever nature, whether now known or hereafter made known, anticipated or unanticipated, choate or inchoate, whether arising by tort, contract or otherwise, at law or in

equity, losses judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, of any kind or any nature whatsoever which may be imposed, incurred, sustained or asserted against the Town, and its successors in interest, officers, employees, agents, invitees, and guests, by reason of any injury or death to any person or loss, damage or destruction of any property or loss of use thereof, or otherwise arising as a result of this Agreement or the Stormwater Systems, successors in interest, officers, employees, agents, invitees, and guests.

(7) Owner may not transfer, assign, or modify its obligations with respect to this Agreement without the Town's written consent; except that Owner does not need the Town's consent to transfer fee simple title to the Property to a new owner who will assume all of the Owner's obligations under this Agreement.

(8) If any portion of this Agreement shall be deemed illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

(9) This Agreement may not be modified or amended except by a written understanding that is then executed by the parties.

(10) The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Town. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Town.

_____
Signature of Owner

_____
Date

STATE OF WISCONSIN COUNTY OF OZAUKEE

On this day and year above personally appeared before me, a Notary Public in and for the State of Wisconsin duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

_____

Notary Public in and for the State of Wisconsin, residing in _____

My Commission Expires: _____

Dated at Cedarburg, Wisconsin, this _____ day of _____, _____.

TOWN OF CEDARBURG

By:_____
Authorized Agent for the Town of Cedarburg

DRAFT — FOR TOWN OF CEDARBURG REVIEW

LEGAL INSTRUMENTS AND RULES

OF THE

HORNS CORNERS PRESERVE HOME OWNERS ASSOCIATION

(HCPHOA)

Town of Cedarburg, Ozaukee County, Wisconsin

Major Land Division — Six (6) Lot Residential Subdivision

Prepared: April 2026

This document comprises the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), the Articles of Incorporation, and the Bylaws of the Horns Corners Preserve Home Owners Association (HCPHOA), a Wisconsin nonprofit corporation organized for the purpose of administering the common elements of the Horns Corners Preserve Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin.

This draft is submitted as part of the Major Land Division Preliminary Plat Application pursuant to the Town of Cedarburg Land Division Ordinance and Chapter 236 of the Wisconsin Statutes.

PART I: DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Article 1 — Recitals and Purpose

1.1 This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made and entered into by the Declarant, being the owner and developer of the real property described herein, located in the Town of Cedarburg, Ozaukee County, Wisconsin, legally described as the Horns Corners Preserve Subdivision (the "Subdivision").

1.2 The Subdivision consists of six (6) residential lots ("Lots") as shown on the recorded Plat of Horns Corners Preserve. The Declarant desires to establish a uniform plan of development and to create a homeowners association to own, maintain, and administer the Common Elements for the benefit of all Lot Owners.

1.3 These covenants, conditions, and restrictions shall run with the land and shall be binding upon all present and future owners of any Lot within the Subdivision, their heirs, successors, and assigns.

Article 2 — Definitions

As used in this Declaration, the following terms shall have the meanings set forth below:

"Association" means the Horns Corners Preserve Home Owners Association (HCPHOA), a Wisconsin nonprofit corporation.

"Board" or "Board of Directors" means the governing body of the Association elected pursuant to the Bylaws.

"Common Elements" means all real and personal property owned or maintained by the Association for the common use and benefit of all Lot Owners, including but not limited to: (a) the Private Road and any associated easements, right-of-way, culverts, and drainage structures; and (b) all stormwater management facilities including detention/retention pond(s), bioswales, infiltration basins, outlet structures, and associated easements.

"Declarant" means the original developer and subdivider of the Horns Corners Preserve Subdivision, and any successor who expressly assumes the rights and obligations of Declarant in a recorded instrument.

"Lot" means any of the six (6) numbered residential parcels shown on the recorded Plat of Horns Corners Preserve.

"Lot Owner" or "Owner" means the person(s) or entity holding fee simple title to a Lot.

"Private Road" means the private roadway serving the Subdivision, as shown on the recorded Plat, including the road surface, base, shoulders, drainage ditches, culverts, and all appurtenant structures.

"Stormwater Facilities" means all engineered stormwater management structures constructed and maintained within the Subdivision in accordance with the approved Stormwater Management Plan on file with the Town of Cedarburg.

"Assessment" means the annual and/or special charges levied against each Lot by the Association to fund Common Element maintenance, operations, reserves, and other lawful Association expenses.

Article 3 — Common Elements

3.1 Private Road. The Private Road serving the Subdivision is hereby designated a Common Element. Each Lot Owner shall have a non-exclusive easement of access and use over the Private Road appurtenant to their Lot. No Lot Owner shall obstruct, damage, or make unauthorized modifications to the Private Road.

3.2 Stormwater Facilities. All stormwater management facilities constructed within the Subdivision, including detention pond(s), bioswales, outlet structures, and related infrastructure, are hereby designated Common Elements. The Association shall be responsible for their perpetual maintenance and operation in compliance with the Town of Cedarburg Stormwater Management Plan and any applicable WPDES permit conditions.

3.3 Maintenance Obligation. The Association shall maintain all Common Elements in good repair, safe condition, and in compliance with all applicable Town of Cedarburg ordinances, state statutes, and regulatory requirements. Maintenance shall include, without limitation: snow and ice removal from the Private Road; road surface repair and resurfacing; culvert inspection and replacement; stormwater facility inspections, sediment removal, and vegetation management; and all appurtenant maintenance activities.

3.4 Town Access. The Town of Cedarburg and its authorized agents shall have the right, but not the obligation, to enter upon the Common Elements at any time for purposes of inspection. Should the Association fail to maintain the Common Elements in conformance with applicable standards, the Town may, after providing written notice and reasonable opportunity to cure, perform such maintenance and assess the cost thereof against the Lots, which cost shall constitute a lien on each Lot.

Article 4 — Assessments

4.1 Obligation to Pay. Each Lot Owner, by acceptance of a deed to a Lot, covenants and agrees to pay to the Association: (a) Annual Assessments; and (b) Special Assessments as provided herein.

4.2 Equal Apportionment. All Assessments shall be apportioned equally among the six (6) Lots, each Lot bearing one-sixth (1/6) of the total amount assessed.

4.3 Annual Assessment. The Board of Directors shall establish an Annual Assessment each fiscal year in an amount sufficient to fund: (a) the reasonably anticipated cost of maintaining, repairing, and operating the Common Elements for that fiscal year; and (b) a contribution to the Reserve Fund as provided in Section 4.5.

4.4 Special Assessment. The Board of Directors may levy a Special Assessment for costs of any capital improvement, major repair, or extraordinary expense relating to the Common Elements, provided such Special Assessment is approved by a simple majority vote (four of six Lot Owners) at a duly noticed meeting of the Association membership.

4.5 Reserve Fund. The Association shall establish and maintain a Reserve Fund for the long-term repair and replacement of Common Element infrastructure, including road resurfacing, culvert replacement, stormwater facility rehabilitation, and other capital expenditures. A Reserve Study shall be performed or updated at least every five (5) years to determine the adequacy of Reserve Fund contributions. Reserve Fund monies shall be held in a dedicated, interest-bearing account separate from the Association's operating account.

4.6 Due Date. Annual Assessments shall be due and payable in equal installments on dates established by the Board, but no less frequently than annually. Notice of the Annual Assessment amount shall be provided to all Lot Owners not less than thirty (30) days prior to the due date.

4.7 Late Charges and Interest. Any Assessment not paid within thirty (30) days of its due date shall be subject to a late charge and shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid, as permitted under Wisconsin law.

Article 5 — Lien for Assessments

5.1 Creation of Lien. Each Assessment, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall constitute a lien upon the Lot against which the Assessment is levied from the date the Assessment becomes due, in accordance with Wisconsin Statutes Chapter 779 and applicable law.

5.2 Perfection of Lien. To perfect the lien, the Association shall record a Notice of Lien with the Ozaukee County Register of Deeds describing the Lot, the amount of the delinquent Assessment, and the nature of the obligation. The lien shall be subordinate to the lien of any first mortgage recorded prior to the date the Notice of Lien is recorded.

5.3 Enforcement. The Association may enforce its lien by foreclosure or by a legal action for money judgment. In any action to collect delinquent Assessments, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

5.4 Personal Obligation. The obligation to pay Assessments is a personal obligation of the Lot Owner at the time the Assessment is levied. Sale or transfer of a Lot does not relieve the prior owner of personal liability for Assessments that accrued prior to such transfer.

Article 6 — Use Restrictions

6.1 Residential Use. Each Lot shall be used exclusively for single-family residential purposes consistent with the R-2 zoning classification of the Town of Cedarburg.

6.2 Private Road Use. The Private Road shall be used only for the purposes of ingress and egress to the Lots and for utility service access. No Lot Owner shall park vehicles on the Private Road in a manner that obstructs access to any Lot. No commercial vehicles, recreational vehicles, boats, or trailers shall be stored on the Private Road.

6.3 Stormwater Facility Prohibition. No Lot Owner shall discharge materials into, deposit waste within, alter the grading of land draining to, or otherwise interfere with the stormwater management facilities. No encroachment into any stormwater easement area is permitted without prior written approval of the Board and the Town of Cedarburg Director of Public Works.

6.4 Compliance with Law. Each Lot Owner shall comply with all applicable Town of Cedarburg ordinances, Ozaukee County regulations, and Wisconsin statutes with respect to the use of their Lot and the Common Elements.

Article 7 — Easements

7.1 Access Easement. A non-exclusive easement of access over the Private Road is hereby granted to each Lot Owner, appurtenant to each Lot, for the purposes of ingress and egress to and from the public road network. This easement shall run with the land and shall be binding upon and inure to the benefit of each Lot and its Owner.

7.2 Utility Easement. Easements for the installation, maintenance, repair, and replacement of utilities are reserved as shown on the recorded Plat.

7.3 Stormwater Easement. A perpetual easement over and across all stormwater facility areas as shown on the recorded Plat and the approved Stormwater Management Plan is hereby granted to the Association and to the Town of Cedarburg for the purposes of access, inspection, maintenance, and repair of stormwater management infrastructure.

7.4 Emergency Access. Emergency service vehicles shall have unrestricted access over the Private Road at all times.

Article 8 — Duration, Amendment, and Termination

8.1 Duration. This Declaration shall be effective upon recording with the Ozaukee County Register of Deeds and shall continue in full force and effect in perpetuity unless lawfully terminated.

8.2 Amendment. This Declaration may be amended by an affirmative vote of not less than four (4) of the six (6) Lot Owners (a simple majority) at a duly noticed meeting of the Association, provided that: (a) no amendment shall eliminate the obligation to maintain the Common Elements; (b) no amendment shall impair any easement or right granted to the Town of Cedarburg without the Town's written consent; and (c) any amendment shall be recorded with the Ozaukee County Register of Deeds to be effective.

8.3 Town Consent. Any amendment that would alter the obligation to maintain the Private Road or Stormwater Facilities, or that would modify any provision required by the Town of Cedarburg as a condition of plat approval, shall require the prior written consent of the Town of Cedarburg Town Board.

PART II: ARTICLES OF INCORPORATION

The undersigned, acting as incorporator of a nonprofit corporation under Chapter 181 of the Wisconsin Statutes, adopts the following Articles of Incorporation:

Article I — Name

The name of the corporation is: Horns Corners Preserve Home Owners Association, Inc. ("HCPHOA" or the "Association").

Article II — Registered Agent and Office

The registered agent and registered office of the Association shall be as designated in the initial filing with the Wisconsin Department of Financial Institutions and as updated from time to time pursuant to Wisconsin Statutes Section 181.0501. The registered office shall be located within the State of Wisconsin.

Article III — Purpose

The Association is organized exclusively for the following nonprofit purposes:

- To own, operate, maintain, repair, and replace the Common Elements of the Horns Corners Preserve Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin, as described in the Declaration of Covenants, Conditions, and Restrictions recorded with the Ozaukee County Register of Deeds.
- To levy and collect Assessments from Lot Owners for the costs of such maintenance and operations.
- To enforce the covenants, conditions, and restrictions set forth in the Declaration.
- To carry out any other activities reasonably necessary or incidental to the foregoing purposes.

Article IV — Membership

The members of the Association shall consist of all Owners of record of any Lot within the Horns Corners Preserve Subdivision. Membership is appurtenant to and may not be separated from ownership of a Lot. Membership shall automatically transfer upon conveyance of title to a Lot.

Article V — Voting

Each Lot shall be entitled to one (1) vote on all matters submitted to a vote of the membership. Where a Lot is owned by more than one person, those persons shall, among themselves, designate one person to cast the vote for that Lot. A simple majority of votes cast (four of six Lot votes) shall be required for approval of any matter submitted to a membership vote, unless a higher threshold is required by the Bylaws or this Declaration for a specific action.

Article VI — Board of Directors

The affairs of the Association shall be managed by a Board of Directors consisting of not fewer than three (3) nor more than five (5) directors, as determined by the Bylaws. Directors shall be Lot Owners or authorized representatives of a Lot Owner that is an entity. The initial Board shall

be appointed by the Declarant and shall serve until the Transition Date as defined in the Bylaws, after which Directors shall be elected by the membership.

Article VII — Declarant Control Period

During the period commencing on the date of recording of the Plat and ending on the date on which all six (6) Lots have been conveyed to Owners other than the Declarant (the "Transition Date"), the Declarant shall have the right to appoint and remove all members of the Board of Directors and all officers of the Association. This Declarant Control Period is intended to facilitate the orderly development and sale of the Subdivision. Upon the Transition Date, the Declarant shall convene a special meeting of all Lot Owners within sixty (60) days for the purpose of electing a member-controlled Board of Directors.

Article VIII — Liability Limitation

To the fullest extent permitted by Chapter 181 of the Wisconsin Statutes, no director or officer of the Association shall be personally liable to the Association or its members for monetary damages for acts or omissions in their capacity as a director or officer, except for: (a) willful misconduct or a knowing violation of criminal law; or (b) unlawful distributions.

Article IX — Dissolution

In the event of dissolution of the Association, after paying or making provision for the payment of all liabilities, the assets of the Association shall be conveyed to the Town of Cedarburg or, if the Town declines, distributed to the Lot Owners equally, subject to applicable law. The Common Elements shall not be distributed in any manner that would impair any easement or right of the Town of Cedarburg without the Town's prior written consent.

Article X — Amendment

These Articles of Incorporation may be amended by an affirmative vote of not less than four (4) of the six (6) Lot Owners at a duly noticed meeting, in accordance with Chapter 181 of the Wisconsin Statutes, and upon filing of amended Articles with the Wisconsin Department of Financial Institutions.

PART III: BYLAWS OF THE HORNS CORNERS PRESERVE HOME OWNERS ASSOCIATION

Article 1 — Identification and Purpose

1.1 Name. The name of this organization is the Horns Corners Preserve Home Owners Association, Inc. (HCPHOA).

1.2 Principal Office. The principal office of the Association shall be at such location within Wisconsin as the Board of Directors may designate.

1.3 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each calendar year, unless otherwise changed by the Board.

Article 2 — Membership

2.1 Qualification. Every Owner of a Lot in the Horns Corners Preserve Subdivision shall automatically be a Member of the Association. Membership is mandatory and runs with ownership of a Lot.

2.2 Transfer. Membership shall be automatically transferred to the new Owner upon the conveyance of a Lot. The transferring Owner shall provide the Association with written notice of the transfer within thirty (30) days, including the name, address, and contact information of the new Owner.

2.3 Good Standing. A Member shall be in good standing if all Assessments and charges owed by that Member are current. Only Members in good standing may vote at meetings of the Association.

Article 3 — Meetings of Members

3.1 Annual Meeting. The Association shall hold an Annual Meeting of Members each year, to be held in the first quarter of the fiscal year (January through March) at a date, time, and location designated by the Board. The purpose of the Annual Meeting shall be to receive annual reports, elect Directors (after the Transition Date), approve the annual budget, and transact such other business as may properly come before the meeting.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Board, or upon written request of at least three (3) Members. Special meetings shall be held within thirty (30) days of the call or request.

3.3 Notice. Written notice of any meeting of Members, stating the date, time, place, and purpose(s) of the meeting, shall be delivered to each Member not less than ten (10) nor more than sixty (60) days prior to the meeting. Notice may be delivered by first-class mail, electronic mail, or personal delivery.

3.4 Quorum. The presence of Members holding at least four (4) of the six (6) votes shall constitute a quorum for the transaction of business at any meeting of Members. If a quorum is not present, the meeting may be adjourned to a specified date not less than five (5) nor more than thirty (30) days thereafter.

3.5 Voting. Each Lot shall have one (1) vote. Except as otherwise provided, all matters shall be decided by a simple majority of votes cast, provided a quorum is present. Members may vote in person or by written proxy delivered to the Secretary prior to the meeting. No Member may hold a proxy for more than two (2) other Members.

3.6 Action Without Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if all Members entitled to vote consent in writing to such action. Written consents shall be filed with the Secretary and kept in the Association records.

Article 4 — Board of Directors

4.1 Powers. The Board of Directors shall have the authority to manage the affairs of the Association, including but not limited to: adopting and enforcing rules and regulations; entering into contracts for maintenance, repair, and services; establishing Assessments; managing Association funds; and taking any action reasonably necessary to carry out the purposes of the Association.

4.2 Number. The Board shall consist of three (3) directors, unless increased to no more than five (5) by a vote of the membership.

4.3 Declarant Control. During the Declarant Control Period (from the date of Plat recording until all six Lots have been sold to non-Declarant owners), the Declarant shall appoint all Directors and Officers. The Declarant may remove and replace any Director or Officer at any time during the Declarant Control Period.

4.4 Transition. Within sixty (60) days of the Transition Date, the Declarant shall call a special meeting of all Members for the purpose of electing a member-controlled Board. At such meeting, all Directors appointed by the Declarant shall resign, and the Members shall elect three (3) Directors from among the Lot Owners.

4.5 Terms. After the Transition Date, Directors shall serve staggered two-year terms as determined by the Board at the first post-transition election. At each Annual Meeting, the Members shall elect Directors to fill expiring terms.

4.6 Vacancies. Vacancies on the Board may be filled by a majority vote of the remaining Directors for the unexpired portion of the term.

4.7 Removal. After the Transition Date, any Director may be removed, with or without cause, by an affirmative vote of four (4) or more Members at a duly noticed meeting at which removal is an agenda item.

4.8 Meetings. The Board shall meet at least twice per year. Special meetings of the Board may be called by the President or any two (2) Directors upon not less than three (3) days' written notice. A majority of Directors shall constitute a quorum. Actions may be taken by written consent of all Directors in lieu of a meeting.

4.9 Compensation. Directors shall serve without compensation, but may be reimbursed for reasonable, documented expenses incurred on behalf of the Association.

Article 5 — Officers

5.1 Officers. The officers of the Association shall be: President, Vice President, Secretary, and Treasurer. The Board shall elect officers from among the Directors at the first Board meeting following each Annual Meeting.

5.2 Duties.

President: Shall preside at all meetings of the Members and the Board; shall have general supervisory authority over the affairs of the Association; and shall perform such other duties as the Board may assign.

Vice President: Shall perform the duties of the President in the President's absence or incapacity, and such other duties as the Board may assign.

Secretary: Shall keep minutes of all meetings; maintain the official records of the Association; provide notice of meetings; and perform such other duties as the Board may assign.

Treasurer: Shall have custody of all Association funds; maintain financial records; prepare or oversee preparation of annual financial statements; collect Assessments; and perform such other duties as the Board may assign.

Article 6 — Finances

6.1 Depository. All funds of the Association shall be deposited in FDIC-insured financial institution(s) in accounts in the name of the Association. The operating account and Reserve Fund account shall be maintained separately.

6.2 Annual Budget. Prior to the start of each fiscal year, the Board shall adopt an annual budget covering all anticipated operating expenses and required Reserve Fund contributions. The budget shall be presented to the membership at the Annual Meeting.

6.3 Reserve Fund. The Association shall maintain a Reserve Fund dedicated solely to capital repair and replacement of Common Element infrastructure. Reserve Fund monies shall not be used for operating expenses except by a vote of four (4) or more Members. Reserve Fund contributions shall be included in the Annual Assessment.

6.4 Annual Financial Report. Within ninety (90) days after the close of each fiscal year, the Treasurer shall prepare or cause to be prepared a written financial report summarizing income, expenses, and fund balances. A copy shall be distributed to all Members and retained in Association records.

6.5 Checks and Expenditures. All checks, drafts, or orders for payment of money shall require the signature of the Treasurer and one other officer or Director, except for expenditures of less than Five Hundred Dollars ($500.00) which may be authorized by the Treasurer alone. Any single unbudgeted expenditure exceeding Two Thousand Five Hundred Dollars ($2,500.00) shall require prior approval of the Board.

Article 7 — Maintenance Responsibilities

7.1 Association Responsibilities. The Association shall be responsible for the maintenance, repair, and replacement of all Common Elements, including:

- Private Road: road surface maintenance, pothole repair, crack sealing, periodic resurfacing or reconstruction, snow and ice removal, shoulder grading, ditch maintenance, and culvert inspection and replacement.
- Stormwater Facilities: sediment removal and disposal, outlet structure maintenance and repair, vegetation management (mowing, invasive species control), annual inspections, and compliance reporting to the Town of Cedarburg and any applicable regulatory agencies.
- Signage, gates, or access control devices, if any, serving the Common Elements.

7.2 Owner Responsibilities. Each Lot Owner is responsible for maintenance of all improvements on their own Lot, including their individual mound septic system (if applicable), driveway connections, and all structures. Owners shall not allow their Lots to become a nuisance or safety hazard to neighbors.

7.3 Maintenance Standards. All maintenance of Common Elements shall be performed in a workmanlike manner and in conformance with applicable Town of Cedarburg standards, the approved Stormwater Management Plan, and all applicable state regulations.

Article 8 — Enforcement and Dispute Resolution

8.1 Rules and Regulations. The Board of Directors may adopt, amend, and repeal reasonable rules and regulations governing the use of the Common Elements and the conduct of Association affairs, consistent with this Declaration and these Bylaws. Such rules and regulations shall be distributed to all Members and shall be effective upon adoption by the Board.

8.2 Violation Notice. Upon a finding by the Board that a Member is in violation of the Declaration, Bylaws, or rules and regulations, the Board shall provide the Member with written notice of the violation, specifying the nature of the violation and a reasonable time period (not less than fourteen (14) days) to cure.

8.3 Hearing. A Member who has received a notice of violation shall have the right to request a hearing before the Board within ten (10) days of receipt of the notice. The Board shall hold the hearing within thirty (30) days of the request.

8.4 Remedies. If a violation is not cured within the time specified, or if the Board finds after a hearing that a violation exists, the Board may: (a) impose a fine not to exceed $200 per day of continuing violation; (b) perform or cause to be performed remedial work and assess the cost thereof against the Lot as a Special Assessment; and (c) pursue any remedy available at law or in equity, including injunctive relief.

8.5 Dispute Resolution. Disputes between Members, or between a Member and the Association, shall first be submitted to mediation before either party may initiate legal proceedings (other than for emergency injunctive relief). Mediation costs shall be shared equally between the parties unless otherwise agreed.

Article 9 — Insurance

9.1 The Association shall obtain and maintain, at a minimum, the following insurance coverages:

- Commercial General Liability insurance covering the Common Elements in an amount of not less than $1,000,000 per occurrence and $2,000,000 aggregate.
- Property insurance covering any Association-owned personal property and equipment.
- Directors and Officers Liability insurance in such amounts as the Board deems appropriate.

9.2 Each Lot Owner is individually responsible for obtaining homeowner's insurance for their Lot and improvements.

Article 10 — Amendment of Bylaws

These Bylaws may be amended by an affirmative vote of not less than four (4) of the six (6) Lot Owners at a duly noticed meeting of the Members; provided, however, that no amendment shall be inconsistent with the Articles of Incorporation or the Declaration of Covenants, Conditions, and Restrictions, and no amendment shall eliminate or impair any right or obligation required by the Town of Cedarburg as a condition of plat approval without the Town's written consent.

SIGNATURE PAGE — DECLARANT

The undersigned Declarant, being the owner and developer of the Horns Corners Preserve Subdivision, hereby executes this Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, and Bylaws as of the date first set forth below.

DECLARANT:

_____

Signature

_____

Printed Name

_____

Title / Capacity

_____

Date

Notarization

State of Wisconsin
County of Ozaukee

Personally came before me this _____ day of _____, 20____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin

My Commission Expires: _____

EXHIBIT A — DESCRIPTION OF COMMON ELEMENTS

[To be completed upon Plat approval and engineering finalization. This exhibit shall include the following:]

- Legal description and centerline of the Private Road and right-of-way as shown on the recorded Plat of Horns Corners Preserve.
- Location, description, and dimensions of all stormwater management facilities as shown on the approved Stormwater Management Plan on file with the Town of Cedarburg Director of Public Works, including detention pond(s), bioswales, outlet structures, and drainage easements.
- Reference to Plat Book _____, Page _____, Ozaukee County Register of Deeds.

EXHIBIT B — INITIAL ANNUAL ASSESSMENT SCHEDULE

[To be completed by the Declarant and Board prior to the first Assessment. The schedule shall include:]

- Estimated annual cost of Private Road maintenance (snow removal, surface maintenance, etc.): $_____
- Estimated annual cost of Stormwater Facility maintenance (inspections, sediment removal, vegetation management, etc.): $_____
- Annual Reserve Fund contribution (per Reserve Study): $_____
- Administrative and insurance costs: $_____
- Total Annual Budget: $_____
- Per-Lot Annual Assessment (Total ÷ 6): $_____

DRAFT — This document is prepared for review and comment by the Town of Cedarburg and the Declarant's legal counsel.

AGREEMENT TO MAINTAIN
STORMWATER FACILITIES
ENTERED INTO ON THIS 26 DAY OF
MAY, 2026,
BY AND BETWEEN
THE TOWN OF CEDARBURG AND
Charles Hutchinson, AND
ITS HEIRS, SUCCESSORS, OR ASSIGNS

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the Town of Cedarburg. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the Town of Cedarburg Construction Site Erosion Control and Stormwater Management Ordinance.

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the stormwater management goals of the Town of Cedarburg, the Town and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

(1) Implement the stormwater facility maintenance plan included herein as Attachment A.

(2) Implement the stormwater management plan included herein as Attachment B.

(3) Include a legal description of the property and map showing location of area served as Attachment C.

(4) Allow the Town or designee to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(5) Undertake corrective actions required by Town within a reasonable time frame as set by the Town.

(6) Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by Town staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

THE TOWN OF CEDARBURG SHALL:

(1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as Town time and resources permit.

(2) Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.

(3) Notify the Owner of maintenance problems that require correction.

REMEDIES:

(1) If corrective actions required by the Town are not completed within the time set by the Town, written notice will be sent to the persons who were given notice stating the Town intention to perform such maintenance and bill the owner for all incurred expenses.

(2) If at any time the Town determines that the existing system creates any imminent threat to public health or welfare, the Town may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.

(3) The owner grants unrestricted authority to the Town for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).

(4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the Town within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Town will be borne by the parties responsible for said reimbursements. If the reimbursement was not made that the costs would be placed on the Owner's tax bill pursuant to Wis. Stats. §66.0627.

(5) The owner hereby grants to the Town a lien against the above-described property in an amount equal to the cost incurred by the Town to perform the maintenance or repair work described herein.

(6) Owner shall defend, indemnify and hold harmless the Town, its successors in interest, officers, employees, agents, invitees, and guesses, from and against any and all liability whatsoever, whether joint or several, from any and all claims, actions, demands, causes of action, liabilities and obligations of whatever nature, whether now known or hereafter made known, anticipated or unanticipated, choate or inchoate, whether arising by tort, contract or otherwise, at law or in

equity, losses judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, of any kind or any nature whatsoever which may be imposed, incurred, sustained or asserted against the Town, and its successors in interest, officers, employees, agents, invitees, and guests, by reason of any injury or death to any person or loss, damage or destruction of any property or loss of use thereof, or otherwise arising as a result of this Agreement or the Stormwater Systems, successors in interest, officers, employees, agents, invitees, and guests.

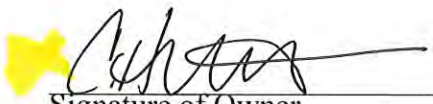
(7) Owner may not transfer, assign, or modify its obligations with respect to this Agreement without the Town's written consent; except that Owner does not need the Town's consent to transfer fee simple title to the Property to a new owner who will assume all of the Owner's obligations under this Agreement.

(8) If any portion of this Agreement shall be deemed illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

(9) This Agreement may not be modified or amended except by a written understanding that is then executed by the parties.

(10) The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Town. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Town.



Signature of Owner

5/26/2026

Date

STATE OF WISCONSIN COUNTY OF OZAUKEE

On this day and year above personally appeared before me, a Notary Public in and for the State of Wisconsin duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

_____

Notary Public in and for the State of Wisconsin, residing in _____

My Commission Expires: _____

Dated at Cedarburg, Wisconsin, this _____ day of _____, _____.

TOWN OF CEDARBURG

By: _____
Authorized Agent for the Town of Cedarburg

PRIVATE SHARED DRIVEWAY AND ROAD EASEMENT AGREEMENT

Horns Corners Preserve

Town of Cedarburg, Ozaukee County, Wisconsin

Drafted for:
Horns Corners Preserve LLC
W64N631 Hanover Ave
Cedarburg, WI 53012

Return After Recording To:
Town of Cedarburg
1293 Washington Avenue
Cedarburg, WI 53012

Parcel No.: 030320101000
Prepared pursuant to: Town of Cedarburg Municipal Code § 279-6

RECITALS

THIS PRIVATE SHARED DRIVEWAY AND ROAD EASEMENT AGREEMENT ("Agreement") is entered into this _26th_ day of _____May____, 2026, by and between Horns Corners Preserve LLC, a Wisconsin Limited Liability Company ("Developer"), and the Town of Cedarburg, Ozaukee County, Wisconsin ("Town").

WHEREAS, the Developer is the owner of approximately 7.46 acres of land located at 461 Horns Corners Road, Cedarburg, Wisconsin (Parcel No. 030320101000), legally described as: COMM 373 FT S & 33 FT W OF NE COR BEING #3629 CSM LOT 1 DOC 0852071 SEC 32 T 10 R 21, Town of Cedarburg, Ozaukee County, Wisconsin ("the Property"); and

WHEREAS, the Developer has received, or is in the process of receiving, approval from the Town Board of the Town of Cedarburg for a major land division of the Property into six (6) residential lots and one (1) stormwater outlot, to be known as Horns Corners Preserve; and

WHEREAS, the six (6) residential lots within Horns Corners Preserve will be accessed via a privately constructed and privately maintained road known as Lucy Lane (subject to Town approval of that name), which connects to Horns Corners Road, a public Town road; and

WHEREAS, Section 279-6 of the Town of Cedarburg Municipal Code requires that all shared driveway agreements be approved by the Town Board, that the shared driveway serve no more than seven (7) parcels, be no less than twelve (12) feet wide, and that the agreement run with the land and be recorded with the Ozaukee County Register of Deeds; and

WHEREAS, the Town is not responsible for and shall not be obligated to pave, maintain, repair, or snow plow Lucy Lane or any portion of the private road within Horns Corners Preserve; and

WHEREAS, the parties desire to establish the terms, conditions, rights, and obligations relating to the use, maintenance, and repair of the private road easement for the benefit of all current and future owners of lots within Horns Corners Preserve;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 — GRANT OF EASEMENT

1.1. Grant. The Developer hereby grants, conveys, and establishes a non-exclusive, perpetual easement for ingress, egress, and utilities ("Road Easement") over, under, upon, and across the private road known as Lucy Lane, as shown on the final recorded plat of Horns Corners Preserve ("Easement Area"), for the benefit of Lots 1 through 6 of Horns Corners Preserve, and their respective owners, occupants, guests, invitees, emergency service personnel, and utility providers.

1.2. Appurtenant Easement. The Road Easement granted herein is appurtenant to and shall run with the land of each of Lots 1 through 6 of Horns Corners Preserve. The easement shall be binding upon and inure to the benefit of the Developer, the individual lot owners, and their respective heirs, successors, and assigns.

1.3. Utility Easement. In addition to vehicle access, the Road Easement includes the right for owners and utility providers to install, operate, maintain, repair, and replace underground utilities (including but not limited to electric, gas, telephone, fiber optic, cable television, and stormwater drainage) within the Easement Area, provided such installation does not unreasonably interfere with other owners' use of the road.

1.4. Emergency Access. The Road Easement expressly includes the right of access by police, fire, emergency medical services, and other public safety personnel at all times. No gate, fence, barrier, or obstruction shall be placed within or across the Easement Area that would impede emergency vehicle access without the prior written approval of the Town of Cedarburg and the Cedarburg Fire Department.

SECTION 2 — ROAD CONSTRUCTION STANDARDS

2.1. Minimum Width. Lucy Lane shall be constructed and maintained at a minimum width of sixteen (16) feet of paved or improved surface, which exceeds the minimum twelve (12) foot requirement of Town Code § 279-6. The sixteen (16) foot width has been approved by the Town Board as sufficient to serve the six (6) residential lots within Horns Corners Preserve.

2.2. Turnouts. The Town Board has approved Lucy Lane at sixteen (16) feet in width without the installation of turnouts, finding that the road width and length as designed are adequate for vehicle access and passage for the six (6) lots served. No additional turnouts are required on Lucy Lane.

2.3. Construction Standards. Lucy Lane shall be constructed in accordance with the construction plans and specifications approved by the Town Engineer as part of the Subdivision Development Agreement between the Town of Cedarburg and Horns Corners Preserve LLC. The road surface shall

consist of a compacted crushed stone base course with an asphaltic pavement binder course, with the upper layer of asphalt to be completed as specified in the Subdivision Development Agreement.

2.4. Turnaround. A cul-de-sac or approved turnaround shall be constructed at the terminus of Lucy Lane in accordance with the approved construction plans, of sufficient size to allow emergency vehicles to turn around without backing onto Horns Corners Road.

2.5. Entrance / Deceleration Lane. Any required acceleration/deceleration lane or driveway entrance improvements at the intersection of Lucy Lane and Horns Corners Road shall be constructed by the Developer in accordance with Town and Ozaukee County Highway requirements prior to final plat approval.

2.6. Mailbox and Refuse Area. A common mailbox and refuse/recycling cart storage area shall be designated at or near the entrance to Lucy Lane at Horns Corners Road, to minimize the number of vehicle access points onto the public road and to facilitate mail and refuse service. The location and design shall be approved by the Town Board.

SECTION 3 — MAINTENANCE, REPAIR, AND SNOW REMOVAL

3.1. Responsibility. All maintenance, repair, and snow plowing of Lucy Lane shall be the sole responsibility of the individual lot owners within Horns Corners Preserve, acting through the Horns Corners Preserve Homeowners Association ("Association") upon its formation. Prior to formation of the Association, maintenance responsibility shall remain with the Developer.

3.2. No Town Obligation. The Town of Cedarburg shall have no obligation whatsoever to maintain, repair, plow, sand, salt, or otherwise service Lucy Lane or any portion of the private road system within Horns Corners Preserve. This provision shall be noted on the face of the final plat.

3.3. Cost Sharing. All costs of routine maintenance, repair, resurfacing, and snow plowing of Lucy Lane shall be shared equally among the owners of Lots 1 through 6, each bearing one-sixth (1/6) of all such costs, unless the Association adopts an alternative cost-sharing arrangement by a majority vote of lot owners.

3.4. Maintenance Standards. Lucy Lane shall be maintained in a safe, passable, and all-weather condition at all times, including but not limited to:

(a) Prompt snow and ice removal to maintain safe access;

(b) Repair of potholes, ruts, and surface defects within thirty (30) days of identification;

(c) Maintenance of drainage ditches, culverts, and swales adjacent to the road sufficient to prevent flooding of the road surface;

(d) Keeping the road clear of debris, fallen trees, and other obstructions.

3.5. Town Intervention. If in the opinion of the Town the Developer or Association fails to adequately maintain Lucy Lane so as to pose a safety hazard or impede emergency access, the Town may give written notice to the Developer and the Association requiring that maintenance be performed within thirty (30) days. If the required maintenance is not performed within thirty (30) days of such notice, the Town shall have the right to perform the maintenance and bill each lot owner a proportionate share of the cost, which may be added to the annual property tax bill for each lot without further notice or hearing.

3.6. Resurfacing Fund. The Association is encouraged to establish and maintain a reserve fund for future road resurfacing costs. The estimated useful life of the asphalt surface is 15–20 years, and lot owners should plan accordingly.

SECTION 4 — HOMEOWNERS ASSOCIATION

4.1. Formation. The Developer shall create and record the Horns Corners Preserve Homeowners Association covenants and bylaws prior to or simultaneously with the sale of the first lot within Horns Corners Preserve. Membership in the Association shall be mandatory for all owners of Lots 1 through 6.

4.2. Transfer of Responsibility. Upon formation of the Association, the Developer shall transfer all road maintenance and management responsibilities set forth in this Agreement to the Association. The Developer shall remain liable for maintenance until at least five (5) of the six (6) lots have been sold, at which point Developer's maintenance responsibility shall terminate.

4.3. Association Authority. The Association shall have the authority to:

(a) Hire contractors for snow plowing, maintenance, and repair of Lucy Lane;

(b) Assess and collect annual dues from lot owners to fund road maintenance and reserves;

(c) Enforce the terms of this Agreement against lot owners;

(d) Adopt reasonable rules and regulations for the use of Lucy Lane, consistent with this Agreement.

4.4. Assessment Lien. Unpaid Association assessments related to road maintenance shall constitute a lien against the non-paying lot owner's property, subordinate only to a first mortgage of record, and may be enforced in accordance with Wisconsin law and the recorded Association covenants.

SECTION 5 — USE RESTRICTIONS

5.1. Residential Use Only. Lucy Lane is established for the purpose of providing residential access to Lots 1 through 6 of Horns Corners Preserve. Commercial traffic, heavy trucking (other than during construction or as needed for lot owner use), and through traffic are not permitted on Lucy Lane.

5.2. No Parking. No vehicle shall be parked on Lucy Lane in a manner that blocks or impedes the passage of other vehicles or emergency equipment. Vehicles may only be parked in designated areas on individual lots.

5.3. No Alterations. No lot owner shall make any alterations to Lucy Lane, including but not limited to widening, narrowing, paving over, blocking, or diverting, without the written consent of all other lot owners and prior written approval of the Town Board.

5.4. No Obstructions. No gate, fence, chain, bollard, or other obstruction shall be placed across or within Lucy Lane without the prior written approval of all lot owners, the Town Board, and the Cedarburg Fire Department.

5.5. Damage by Individual Owner. If any lot owner, their guests, contractors, or invitees cause damage to Lucy Lane beyond normal wear and tear, such owner shall be solely responsible for the cost of repairing that damage within thirty (30) days.

SECTION 6 — TOWN RIGHTS AND RESERVED INTERESTS

6.1. Town Approval Required. Any material change to the alignment, width, surface type, or terminus of Lucy Lane shall require prior written approval of the Town Board of the Town of Cedarburg.

6.2. Town Access. The Town, its engineers, agents, and emergency personnel shall at all times have the right of access over Lucy Lane for purposes of inspection, emergency response, and exercise of any rights under this Agreement or the Subdivision Development Agreement.

6.3. No Dedication. Nothing in this Agreement shall be construed as a dedication of Lucy Lane to the Town of Cedarburg as a public road. The Town shall have no obligation to accept Lucy Lane as a public road. If in the future the lot owners desire to dedicate Lucy Lane as a public road, such dedication shall require a separate formal offer of dedication, acceptance by Town Board resolution, and full compliance with Town road standards at the lot owners' expense at that time.

6.4. Notation on Plat. The final recorded plat of Horns Corners Preserve shall contain the following notation on its face: "Lucy Lane is a private road. The Town of Cedarburg has no obligation to maintain, repair, plow, or otherwise service Lucy Lane. All maintenance costs are the responsibility of the lot owners of Horns Corners Preserve through their Homeowners Association."

SECTION 7 — GENERAL PROVISIONS

7.1. Recording. This Agreement shall be recorded with the Ozaukee County Register of Deeds within seven (7) days of execution by all parties, and shall constitute notice to all future purchasers of lots within Horns Corners Preserve. The Developer shall bear the cost of recording.

7.2. Runs with the Land. This Agreement, and all rights, obligations, and restrictions contained herein, shall run with the land and shall be binding upon and inure to the benefit of the Developer, all current and future owners of Lots 1 through 6 of Horns Corners Preserve, and their respective heirs, personal representatives, successors, and assigns.

7.3. Deed Restrictions. The Developer shall include reference to this Agreement in the deed restrictions for each lot within Horns Corners Preserve, and shall provide each lot purchaser with a copy of this Agreement at the time of closing.

7.4. Enforcement. This Agreement may be enforced by the Town of Cedarburg, any lot owner within Horns Corners Preserve, or the Association. The prevailing party in any enforcement action shall be entitled to recover reasonable attorneys' fees and costs.

7.5. Indemnification. Each lot owner shall indemnify and hold harmless the Town of Cedarburg, its officers, agents, and employees from any claims, damages, or liability arising from the use or condition of Lucy Lane, except to the extent caused by the negligence or willful misconduct of the Town.

7.6. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.7. Amendment. This Agreement may be amended only by a written instrument signed by: (a) all then-current owners of Lots 1 through 6 of Horns Corners Preserve, and (b) the Town of Cedarburg, acting by resolution of the Town Board. Any amendment must be recorded with the Ozaukee County Register of Deeds.

7.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.9. Entire Agreement. This Agreement, together with the recorded plat of Horns Corners Preserve, the Subdivision Development Agreement, and the Homeowners Association covenants, constitutes the entire agreement of the parties with respect to the private road easement for Lucy Lane.

IN WITNESS WHEREOF, the parties have executed this Private Shared Driveway and Road Easement Agreement as of the date first written above.

HORNS CORNERS PRESERVE LLC
A Wisconsin Limited Liability Company

By: _____
Charlie Hutchinson, Member
Date: _____

State of Wisconsin)
Ozaukee County) ss.
)

Personally came before me this _____ day of _____, 2026, Charlie Hutchinson, to me known to be the person who executed the foregoing instrument in his official capacity as Member of Horns Corners Preserve LLC, and acknowledged that he executed the same as the deed of said company by its authority.

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

TOWN OF CEDARBURG
Ozaukee County, Wisconsin

By: _____
_____, Town Chairman
By: _____
_____, Town Clerk
Date: _____
Approved as to Form: _____
_____, Town Attorney

This instrument was drafted by: _____

Accepted pursuant to Resolution adopted by the Town Board of the Town of Cedarburg, this _____ day of _____, 2026.

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA (LUCY LANE)

[To be provided by Subdivider's licensed surveyor and approved by the Town Engineer. The Easement Area shall consist of the full width and length of Lucy Lane as shown on the final recorded plat of Horns Corners Preserve, including any cul-de-sac or turnaround area, and any drainage swales or culverts within the road right-of-way.]

Parent Parcel: 461 Horns Corners Road, Cedarburg, WI 53012

Parcel No.: 030320101000

Legal Description of Parent Parcel: COMM 373 FT S & 33 FT W OF NE COR BEING #3629 CSM LOT 1 DOC 0852071 SEC 32 T 10 R 21, Town of Cedarburg, Ozaukee County, Wisconsin.

EXHIBIT B

MAINTENANCE COST SHARING SCHEDULE

Upon formation of the Horns Corners Preserve Homeowners Association, the following cost-sharing schedule shall apply to all routine maintenance, repair, snow removal, and resurfacing costs for Lucy Lane:

Lot	**Owner (at time of recording)**	**Cost Share**
Lot 1	*To be completed upon lot sale*	1/6 (16.67%)
Lot 2	*To be completed upon lot sale*	1/6 (16.67%)
Lot 3	*To be completed upon lot sale*	1/6 (16.67%)
Lot 4	*To be completed upon lot sale*	1/6 (16.67%)
Lot 5	*To be completed upon lot sale*	1/6 (16.67%)
Lot 6	*To be completed upon lot sale*	1/6 (16.67%)
TOTAL	**6 lots**	**100%**

Note: The cost-sharing schedule may be amended by a majority vote of the Homeowners Association, provided that any amendment is recorded as an addendum to this Agreement with the Ozaukee County Register of Deeds.

The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

RESOLUTION #2026-___

"Resolution Approving a Major Land Division, Horns Corners Preserve, and accepting public improvements"

WHEREAS, the Developer (Horns Corners Preserve LLC) is the owner of approximately 7.46 acres of land in the Town of Cedarburg located at 461 Horns Corners Road (Parcel No. 030320101000), being legally described as: COMM 373 FT S & 33 FT W OF NE COR BEING #3629 CSM LOT 1 DOC 0852071 SEC 32 T 10 R 21, and desires to subdivide, improve and develop those certain lands into six (6) residential lots and one (1) outlot for a stormwater retention/detention pond, known as the Horns Corners Preserve Subdivision; and

WHEREAS, Section 279-6 of the Town of Cedarburg Municipal Code allows for the provision of a private shared driveway/road that may serve up to a maximum of 7 parcels, and being no less than twelve (12) feet wide, and is required to have a turnout at least every 250 feet for vehicle access and passage. The private road for Horns Corners Preserve, to be named Lucy Lane (subject to Town Plan Commission and Town Board approval), shall be a privately constructed and privately maintained road. The Town is not responsible for paving, snow plowing, or maintenance of the private road. All officially approved private road agreements shall run with the land and shall be recorded in the Ozaukee County Register of Deeds; and

WHEREAS, Section 236.13 of the Wisconsin State Statutes and Section 184-11 of the Town of Cedarburg Municipal Code provides that as a condition of approval, the governing body of a municipality may require that the Developer make and install any public improvements reasonably necessary or that the Developer provide security to ensure that the Developer will make those improvements within a reasonable time. Further, Town of Cedarburg Municipal Code Section 184-11 states the Developer shall seek and obtain from the Town Board a resolution from the Town of Cedarburg specifically stating that the Town of Cedarburg accepts from the land divider all lands shown on the plat as dedicated to the Town of Cedarburg for the public; and

WHEREAS, all lands within the Horns Corners Preserve development are private, and will be wholly maintained by the Developer or lot owners, including improvements related to stormwater management, the private road Lucy Lane, ditches and culverts, entrance improvements, and any mailbox/refuse/recycling storage area. The stormwater retention/detention pond located in the designated Outlot shall be maintained by the Horns Corners Preserve Homeowners Association pursuant to the Detention Basin Maintenance Agreement recorded as part of this development; and

WHEREAS, each of the six (6) residential lots shall be served by a private well and a private holding tank, constructed and permitted in accordance with all applicable Wisconsin DNR well code requirements and Ozaukee County sanitary permit requirements (COMM 83). All required permits shall be obtained prior to construction and copies filed with the Town. The existence of private wells and private holding tanks shall be disclosed to all prospective lot buyers in recorded deed restrictions, and shall be noted on the face of the final plat; and

WHEREAS, the Developer has submitted to the Town Board a preliminary plat for approval, and a Subdivision Development Agreement Between the Town of Cedarburg and Horns Corners Preserve LLC (Resolution No. 2026-___) has been separately executed governing the installation of all required public and private improvements; and

WHEREAS, a copy of the approved major subdivision final plat shall be recorded with the Register of Deeds office per State Statute following approval by the Town Board. All final plats shall be accompanied by a copy in electronic form acceptable to the Town and the County Register of Deeds; and

WHEREAS, the Town believes that the orderly planned development of Town lands will best promote the health, safety and general welfare of the community; and

NOW, THEREFORE, in consideration of the approval by the Town Board of a final plat of the lands described in Attachment "A" and the development thereof, the Developer does hereby agree to subdivide and develop said land in accordance with the Town Code of Ordinances and all other laws and regulations governing subdivisions and development, without exception; and

NOW THEREFORE, BE IT RESOLVED that the Town Board of Supervisors in Cedarburg, Wisconsin, does hereby approve this Resolution approving a Major Land Division, Horns Corners Preserve, subject to the terms and conditions of the Subdivision Development Agreement Between the Town of Cedarburg and Horns Corners Preserve LLC.

Passed and adopted this _____ day of _____, 2024.

_____

_____, Town Chairman

Attest:

_____

_____, Town Clerk / Administrator

raSmith

CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: June 10, 2026

TO: Eric Ryer, Town Administrator

FR: Troy Hartjes, P.E., Senior Project Manager

RE: Engineering Review Comments
Horns Corners Preserve, LLC

Mr. Ryer,

We have reviewed the construction plans (including erosion control plans, dated May 8, 2026), stormwater management plan (dated April 26, 2026) and the preliminary plat (dated May 22, 2026) for the above referenced residential development. These plans were officially submitted May 27, 2026. The following are the engineering review comments for consideration by the Town and to be included in the staff report.

General Comments/Clarifications/Questions

1. Please respond to each item below. **A written response addressing each item shall be included in your resubmittal.**

2. The property owner shall procure the following permits and forward to the Town before any construction can commence. Any and all Town approvals are contingent upon these items being approved and/or submitted. Please copy the Town on all applications submittals.

    - Notice of Intent from the Department of Natural Resources (WDNR) for land disturbing activities.
    - County Storm Water and Erosion Control
    - County Shoreland Permit
    - Prior to final plat obtain Wisconsin Dept. of Administration approval.

3. Any existing Town infrastructure (utilities, road, etc.) that is damaged during construction shall be replaced in kind. Preconstruction video or photos are required at the connection to the Town road.

4. Per Section 184-13.A(3)(c)[4] of the Town Code after completion of all storm water improvements, the owner shall provide an as-built map showing the actual location of all storm water improvements including storm sewer and detention ponds. This map shall be in red pen on a clean set of construction plans of a minimum size of 22 inches by 34 inches and shall bear the signature and seal of a professional engineer registered in Wisconsin.

5. Upon approval of the final plat, the owner shall record the Stormwater Maintenance Agreement and the Private Shared Driveway agreement, and provide a copy of the recorded documents to the Town.

Preliminary Plat

1. The naming convention for the private shared driveway shall be changed from “Private Road Easement” to “Private Shared Driveway”.

2. Although this development is proposing a private shared driveway to serve the six lots being proposed, the lot widths and setbacks to be followed shall adhere as if a public street is serving the lots. These minimum frontages and setbacks, including at the proposed cul-de-sac (private) have been confirmed and meet the requirements.
3. The private shared driveway easement as listed on the plat should be extended to the south property line (Lot 5 and 6).
4. The width on the private shared driveway easement is only shown as 16'; which, according to the shared driveway agreement, is the width of the driveway. The width of the easement should be increased to encompass the roadway and adjacent drainageways (ditches).
5. A note should be added to the preliminary plat denoting mailbox locations. This should also be included on the final plat.
6. A note should be added to the preliminary plat stating there will be no direct access off of Lot 1 to Horns Corners Road. This should also be stated on the final plat.
7. The pond label should be changed (as it says this is a biofiltration basin).
8. The location of the 7' dimension at the northeast corner is misplaced.
9. The final plat should note "The stormwater easement within the outlot is dedicated to the Town of Cedarburg for stormwater access. Responsibilities for maintenance and all costs associated with the stormwater facility shall be as designated within the recorded stormwater maintenance agreement."
10. A statement on the final plat shall be added that "The private shared driveway easement and outlot 1 is to be shared in full among all 6 lots and all future maintenance and costs for the private shared driveway and the stormwater management facility is the sole responsibility of Lots 1-6 as required within the recorded shared driveway and road easement agreements."
11. Easements should be shown over all storm pipe that extend onto private lots. These easements should have the same note regarding being dedicated to the Town.

Storm Water Management Plan

1. Within the stormwater maintenance agreement there are attachments A, B and C identified but are not included within the agreement. These attachments need to be included within the agreement.
2. There should be a statement added that all future property owners of the Horns Corners Preserve (or the Homeowners Association) share the ownership of Outlot 1 and will be bound to the agreement and as such are the responsible parties to the requirements within the maintenance agreement.
3. Within the stormwater maintenance agreement, the section "The Town of Cedarburg Shall", it notes within item #1 that assistance will be provided by the Town. This item shall include a provision at the end of that statement "The Owner, or it's successors or Homeowners Association, etc., is responsible for any costs occurred by the Town when seeking said technical assistance. These costs include all town staff or consulting engineer costs, including all time and materials."

Construction Plans

1. A typical section should be added to the plans for the private shared driveway. This section should be shown through the south property line on lots 5 and 6. Per Section 279.6, all driveways shall be a minimum of 6' of the property line. It is unclear if this is being achieved on these 2 parcels.

2. The width of the private shared driveway should also be noted on the plans. The plat notes the easement at 16', but the width of the actual driveway is not known.
3. Thes shared driveway cross-section should be amended to show 4" of asphalt on 10" of base course.
4. A retaining wall is being proposed within Outlot 1, including one just south of the private shared driveway and another south of the detention facility just north of the south lot line. These both appear to be part of the detention facility. A cross-section and detail of these walls need to be provided. It is recommended that a geotechnical evaluation be completed and any recommended base/foundation or tie backs for these walls be included. Distances off the shared driveway and property lines need to be clearly represented. It is recommended to re-grade the pond to avoid the use of a retaining wall and at a minimum the south wall shall be moved further from the south lot line.
5. Safety warning signage should be considered on the edge of the private shared driveway adjacent to the retaining wall. It appears that the wall is 1'-2' off the edge of the driveway; consider moving the wall if possible.
6. Two cross-sections should be included with the details of the detention facility running north to south, from the proposed shared driveway extending 15' south of outlot 1, which would also include the aforementioned retaining wall.
7. Various notes such as the drainage basin lines and call-outs that don't pertain to the construction plans should be turned off.
8. Please confirm the 1"=40' scale.
9. More details, elevations and dimensions need to be included to better show items such as the grading of the cul-de-sac and how it will drain, the distance of the shared driveway to the south property line (see note above about minimum distance off property lines), elevations at the edge of pavements and how they match in prior to the south property line.
10. The plan currently shows an inverted driveway with a swale down the centerline. It is recommended that swales be provided adjacent to the private shared driveway. This will allow for better control of stormwater and drainage and long term maintenance and also allow for future driveway culverts for individual property owners. Per Section 184-13-E, adequate grading and drainage systems shall be provided.
11. The edge of the shared driveway along the south lines of lots 5 and 6 do not appear to show enough room to allow the silt fence to be placed. There should be enough room to allow the silt fence, and grading to occur upstream of the silt fence, without disturbance of the adjacent property.
12. The outfall of the pond shall be pulled back and more detail provided to show and require the existing ditch line of Horns Corners Road is not impacted.
13. The spillway of the pond shall be heavily armored either with rip-rap or a heavy duty erosion mat.
14. Additional details, including sawcut limits, need to be shown within the Horns Corners right of way at the connection to the public roadway. Radii, shoulders, grades, ditch lines should all be clearly noted.
15. Two of the storm outfalls discharge at the permanent pond water elevation. Medium rip-rap (larger then what is proposed) should be shown at the end of all outfalls. The elevations should also be raised to a minimum of 0.5' above the permanent pool elevation to avoid backing up stormwater into the pipe.
16. Provide additional detail for all the storm sewer improvements including type of pipe and structures.

We recommend approval of the preliminary plat, condition upon the owner sending a response letter prior to the Town Board meeting, recognizing each of the items within this review and committing to resolving each item. Prior to the Town Board meeting, each item shall have an agreed upon resolution in writing, or any Plan

Commission recommendation for approval will be tabled until each item is satisfactorily addressed. If you have any questions or comments, please contact me at (262) 317-3305 or by email at troy.hartjes@rasmith.com.

Meeting Date: 6/17/26
Agenda Item: # 5b

PLAN COMMISSION MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Plan Commission, Town Board

FROM: Amanda Schaefer, Planner, Eric Ryer, Administrator,
Troy Hartjes, Engineer

MEMO WRITTEN: June 8, 2026

SUBJECT: **Agenda Item # 5b:** Discussion and possible recommendation on a preliminary plat for Brandt Highlands for a six lot subdivision on approximately 24 acres by ELB Joint Venture (Don Levy) for the property with tax key #030050300200 **[Owner: EBL, NE ¼ Sec. 5, 24.67 acres, zoned E-1 Estate & C-1 Conservancy]***

BACKGROUND INFORMATION	
Project Name	Brandt Highlands Preliminary Plat
Applicant Name	EBL Joint Venture (Don Levy)
Consulting Planner and/or Engineer	Accurate Surveying & Engineering LLP
Size of Parcel	24.67 acres
Existing Zoning	E-1 & C-1
Requested Zoning	E-1 & C-1 – No Change
Abbreviated Legal	NE ¼ of Sec. 5
Future Land Use Map Designation	Rural Neighborhood – Countryside Allows: C-1, P-1, A-1, A-2, E-1, CR-A & CR-B, M-3

ADJACENT LAND USE/ZONING MATRIX		
Direction	***Land Use***	***Zoning***
North	Agricultural, Conservancy	A-2, C-1
South	Agricultural, Conservancy	A-1, A-2, C-1
East	Agricultural, Conservancy	A-1, C-1
West	Residential, Conservancy	E-1, C-1

ZONING REQUIREMENTS	***Required***	***Proposed***
	E-1	**E-1**
Minimum Lot Size	4 acres	Ranging 4.02-4.3 acres per lot
Minimum Lot Width	200’ 75’ cul de sac radius 120’ curve	Minimum 200’ lot width at the typical building setback line
Min. Street Building Setback	125’ outbuilding 75’ home	75’ home 125’ outbuilding
Minimum Side Yard	40’ home 40’ outbuilding	40’ home 40’ outbuilding
Minimum Rear Yard	40’ home 40’ outbuilding	40’ home 40’ outbuilding

BACKGROUND

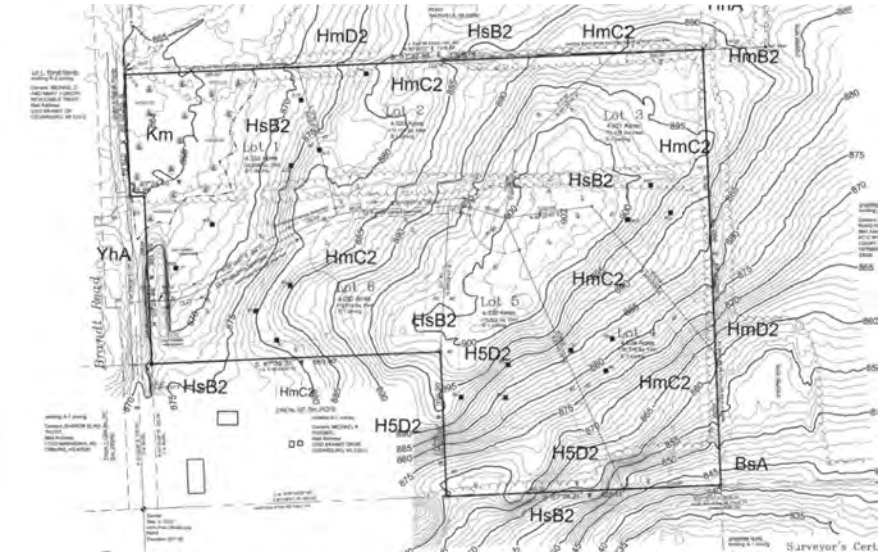
The applicant is requesting the creation of six E-1 Estate residential parcels accessed by a private shared driveway. EBL Joint Venture (Don Levy) appeared before the Plan Commission at the February meeting with: 1) a concept application for a six-lot major land division; 2) a rezoning application to rezone the property in question from A-1 Agricultural to E-1 Estate Residential, while leaving C-1 lands unchanged. The Plan Commission gave unanimous positive feedback on the major land division, and a unanimous recommendation to approve the rezoning. At their March meeting, the Town Board unanimously approved 2026-2, "An Ordinance to Rezone Land and Amend the Zoning Map for approximately 24 acres of land from A-1 Agricultural to E-1 Estate Residential for the property with Tax Key #030050300200, while leaving C-1 Conservancy lands unchanged, in the Town of Cedarburg, Ozaukee County, Wisconsin."

EXECUTIVE ANALYSIS

1. **Zoning / Density / Open Space / Comprehensive Plan**

   The 24.67 acre property is currently zoned E-1 and C-1. The property has ~381 feet of frontage along Brandt Drive, a Town road, with approximately 278 feet of frontage along the private shared driveway that serves the Brandt Woods subdivision, also developed by Don Levy. Access to the subject development would be provided via a new private shared driveway off of Brandt Drive.

   The preliminary plat shows six lots, ranging from 4-4.3 acres each. All of the proposed lots would meet the minimum 4-acre lot size of the E-1 district and other lot requirements.



   The E-1 district does not have an open space requirement. There is a small area of primary environmental corridor on the far northwest corner of the lot. The Comprehensive Plan allows for residential development at an overall density of one dwelling unit per five acres of primary environmental corridor on upland portion of such lands (outside surface water and wetlands) and outside areas of steep slopes (slopes of 12 percent or greater).

320-29(B) Lot:

1. Width: minimum 200 feet.
2. Area: four acres
3. Frontage.
   a. Lots abutting cul-de-sacs: minimum 75 feet.
   b. Lots on curve with a maximum center-line radius of 150 feet: minimum 120 feet
   c. Other lots: minimum 200 feet.

d. Lots that do not have frontage upon a public street may be permitted if the Town Board has officially approved other means of access to the lot by a shared driveway agreement as provided in § 279-6D.

STAFF COMMENT: Proposed Lots 1-6 meet all 320-29(B) regulations. It should be noted that Lots 3-5 are on the cul-de-sac and have a minimum 200' lot width at the typical building setback line.

320-29(E)(1) Yard Setbacks for Residences:
1. Street: minimum 75 feet
2. Rear: minimum 40 feet
3. Side: minimum 40 feet

STAFF COMMENT: Proposed Lots 1-6 meet all 320-29(E)(1) regulations. All future outbuildings will need to meet the regulations found in 320-29(E)(2) before a building permit can be issued.

2. **Access/Refuse & Recycling/Mailbox**
The subdivision provides an entrance off of Brandt Drive, forming a new cul de sac running directly to the east. The preliminary plat indicates a 33' wide private shared driveway easement for a private shared driveway, whereas a typical ROW dedication is 66' wide for public roads. § 279-6 D. of the Town Zoning Code allows lots that do not have frontage on a public street may be permitted where the Town Board has officially approved an alternative means of access for up to seven lots, such as a shared driveway agreement, subject to any conditions imposed as part of that approval. Refuse and recycling collection would be completed by a private contractor if the homeowners wish to have collection completed at the end of their individual driveways. An alternative would be a group collection area to be located at the terminus of the public portion of Brandt Drive; Brandt Woods subdivision opted for private collection. The issue of mail delivery and location of private versus group mailboxes is not shown on the plat and should be added. Photos of the existing entrance and mailbox for Brandt Woods are attached.

3. **Shoreland Zoning / Wetlands / Floodplain / Onsite Sewage Disposal**
Water and sewer will be provided on each lot by private well and mound. Ed Pfister of Ozaukee County Land and Water Management reviewed the preliminary plat and noted Proposed Lots 3 thru 6 will be partially located within Shoreland Zoning. Land disturbance and/or property improvements on Lots 4 and 5 may be jurisdictional with Oz. Co. Land and Water. All soil testing performed for sanitation purposes resulted in soils that will support mound type private onsite wastewater treatment systems. The applicant also met with Ozaukee County Planning and Parks. Andrew Struck indicated the proposed development will not require review by the Ozaukee County Natural Resources Committee for land division purposes.

The development had a wetland delineation conducted on November 7, 2025. The wetland study was submitted to the Town Engineer for review. Francesca Sanchez of WDNR had the following comment:

> There is a wetland on the property, but it appears that there will not be proposed wetland disturbance based on the plan set. Any filling and/or grading (a few examples: placing materials such as soil, wood chips, gravel/rock, concrete, asphalt, sand, mats, etc., grading out/removing tree stumps, temporary or permanent stockpiling of materials, bulldozing, backfilling, creating access roads, etc.) in a wetland will need a DNR wetland disturbance permit.

Any proposed wetland fill would require a County zoning approval/rezoning. It is the responsibility of the applicant to coordinate with other applicable agencies (WDNR, Army Corps of Engineers, SEWRPC etc.) for necessary permitting and submit permit copies, or correspondence indicating no permit is necessary to the Town.

4. **Planting Strip**
   320-29(H) Nonaccess Planting Strip: A minimum forty-foot-wide nonaccess planting strip easement is required for new major land divisions effective June 1, 2022, when the lots are adjacent to a public road. This easement applies only to land abutting the public road.
   1. Fences and other structures are permitted in the planting strip with the approval of the Plan Commission and Town Board.
   2. Planting strip material shall be approved as part of the land division approval process.

   STAFF COMMENT: A 40' wide landscape easement must be added to the Plat adjacent to the Brandt Drive right-of-way line and the applicant must submit a landscape plan identifying all proposed plantings and design elements for further review and approval.

5. **Fire Department/Cistern**
   The preliminary plat was shared with the Cedarburg Fire Department (insert comment). Town code Section 320-10 requires that subdivisions with **8 or more lots** provide a cistern, **so that would not apply to this development**. The Fire Department had no concerns with the plat.

6. **Stormwater & Erosion Control**
   Due to no outlot(s) being proposed, it is implied that stormwater management practices will occur on individual lots in the development. A stormwater and erosion control plan has been submitted along with the grading plan/preliminary plat; please refer to the Engineer's comment letter for items that need to be addressed.

7. **Legal Documents**
   The developer has submitted the attached legal instruments, which have been provided to the Town Attorney; they are subject to legal review and revisions by the Town Attorney who will provide updates at the meeting. It is the duty of the developer to properly record with the Register of Deeds and other applicable agencies. Being a private shared driveway, the agreement should be clear this is not a private road (would not receive a road name).

8. **Comprehensive Plan Consistency**
   Staff reviewed the Preliminary Plat application in accordance with the Town of Cedarburg Comprehensive Plan: 2050 and found it to be consistent with the recommendations and land use found in the Town of Cedarburg Comprehensive Plan: 2050, if the Primary Environmental Corridor is preserved, which has been addressed by the applicant. The Preliminary Plat and associated wetland delineation has identified wetlands to be in the same area and follow a similar boundary as the Primary Environmental Corridor Overlay, ultimately limiting any development and improvements to take place in this protected area.

9. **Comprehensive Park Plan Consistency / Bike Trail Map**
   Staff reviewed the Preliminary Plat application in accordance with the Town of Cedarburg Comprehensive Park Plan and found it to be consistent with the goals and objectives found in the Town of Cedarburg Comprehensive Park Plan. There is no impact on the Bike Trail Map.

10. **5 Corners Master Plan / Design Standards / Hamilton Historic District**
    Not applicable for this application.

11. **Planning & Engineering Code Review**
    Staff have reviewed the Preliminary Plat in accordance with Chapter 320: Zoning, Chapter 184: Land Division, Chapter 110: Construction Site Erosion Control and Sediment Control, Chapter 185: Post-Construction Stormwater Management, Chapter 186: Landmarks Preservation, Chapter 279: Streets and Public Ways, along with any other applicable legislation. Please see the attached engineering review letter from raSmith.

12. **State Approval**
Town Code Section 184-6 requires State Department of Administration (WDOA) approval before final approval by the Town Board. Section 184-7 of the Town Code requires all public improvements to be installed, or a surety acceptable to the Town Board, to insure the land divider will make these public improvements. At this point the only public improvement would be the connection to the Town road.

Approving & Objecting Agencies
Cedarburg Fire Department: No concerns on the plat.
Ozaukee County Land and Water Management: Provided comment under #3 of this report.
Ozaukee County Planning and Parks: No County review required.
Ozaukee County Highway Department: No County objection.
WDNR: Provided comment under #3 of this report.
WisDOT: Not applicable.
Wisconsin Department of Administration: No response received at time of Staff Report.
Town of Cedarburg Subcommittees: Not applicable
Extraterritorial Plat Review: Not applicable

STAFF RECOMMENDATION / ACTION REQUESTED
Staff recommends APPROVAL of the Preliminary Plat, and requests the Plan Commission consider a recommendation of approval subject to the following conditions:

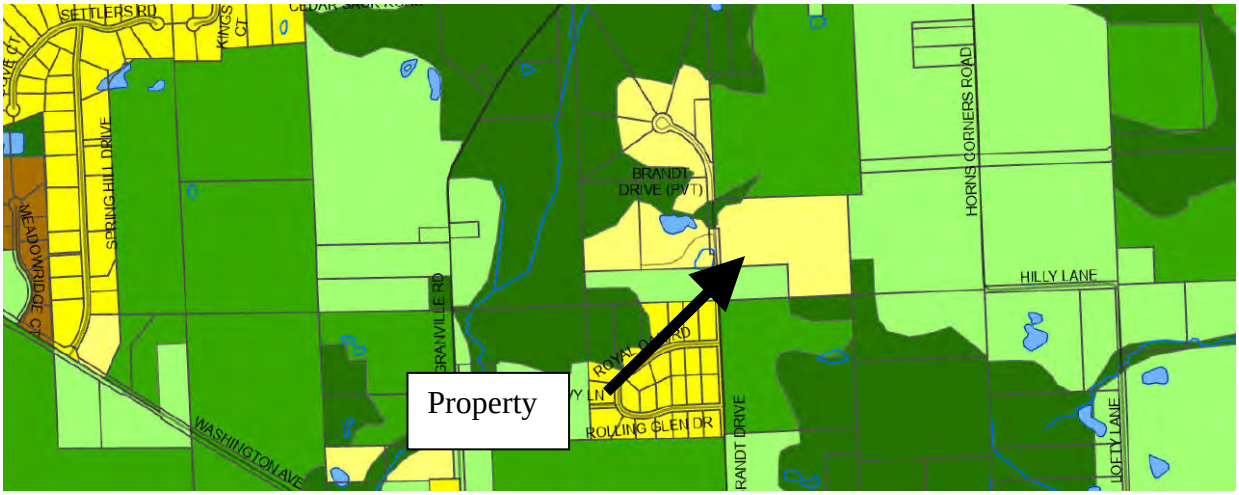
1. All Staff Report outstanding punch list items and legal comments are resolved, including clarifying that the access is a private shared driveway, not a road and would not receive a road name.
2. Landscape plan be submitted.
3. Refuse and recycling, and mailbox clarifications and notations provided.
4. All necessary permits must be secured from the proper entities.
5. All Objecting and Approving agency questions, comments, and/or concerns are resolved.

ATTACHMENTS
I. Zoning Map/ Entrance Photos / Shoreland Map / County Map
II. Applicant Materials

COPIES MAILED/E-MAILED TO
I. Don Levy: dlevy@levyandlevy.com
II. Don Thoma: don@accuratesurveying.net
III. Jeff Vahsholtz (CFD): jvahsholtz@cityofcedarburg.wi.gov
IV. Andrew Struck (Oz. Co): ASTRUCK@ozaukeecounty.gov
V. Nick Mikkelson (Oz. Co.): nmikkelson@ozaukeecounty.gov

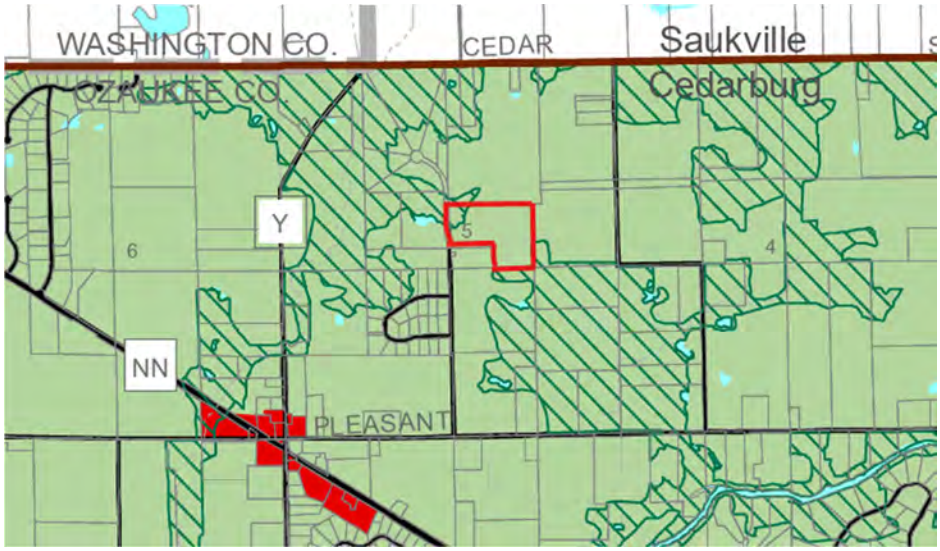
Action	Date	Status
Plan Commission Concept Discussion & Rezone Consideration	2-18-2026	Recommend proceed with land division; Unan. Recommended approval of the Rezone
Rezone Public Notice News Graphic	2-17 & 2-24-26	Published
Rezone Post Cards within 1,000 feet	2-9-26	Mailed
Town Board Meeting & Public Hearing on Rezone	3-4-2026	Unan. Approval of Rezone
Plan Commission meeting for plat review & recommendation	6-17-2026	This Meeting
Town Board meeting for plat	-	-
Plan Commission final plat	-	-
Town Board final plat	-	-

ATTACHMENT I.





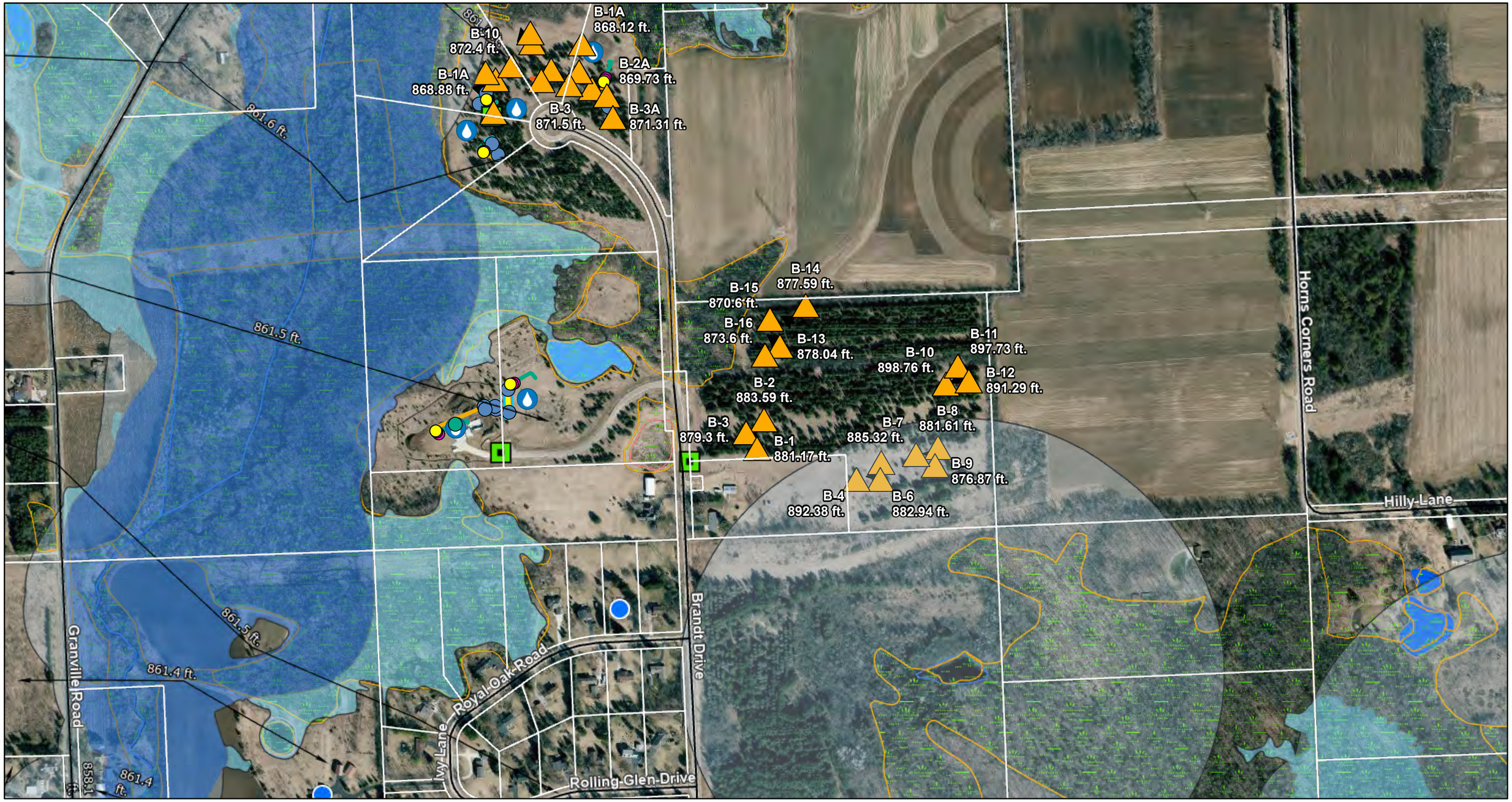
Planned Land Use Map 2050:




BRANDT



Site Map



6/11/2026, 2:07:43 PM

1:4,852

0 325 650 1,300 ft

0 100 200 400 m

Ozaukee County

Local Roads
- Local
- Private
- Parcels
- LOMA 2024

Cross Section Line
- NOT LETTERED, MAPPED; LETTERED, MAPPED

Shoreland Buffer Outline

Flood Hazard Zone
- AE & VE Floodway
- AE, VE, & AO, Floodplain
- Wetland Inventory
- Shoreland Buffer
- Hydro Polygon

Hydro Lines
- NO
- YES

Soil Borings

Clean Out

Benchmark

PC Cover

ST Cover

Wells

Observation Pipe

Slope Arrow

Bldg. Sewer

Distribution Pipes

Effluent Line

Forcemain

Installation Contour

Header Manifold

POWTS Perimeter

Dispersal Cell

Tanks

Preliminary Plat
for
Brandt Highlands

Part of the SW 1/4 of the NE Fractional 1/4 Section 5, Township 10 North, Range 21 East, Town of Chesterfield, Ozaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the North Quarter corner of said Section 5; thence S 01°25'09" E, along the west line of said NE Fractional 1/4, 2236.00 feet, to the southwest corner of lands described in Document No. 847910 – Parcel 1, as recorded in the Ozaukee County Registry, being the point of beginning of lands hereon described; thence N 87°33'30" E, along the south line of said Document No. 847910, 1168.79 feet, to the intersection of the east line of said SW 1/4 of the NE Fractional 1/4; thence S 02°12'49" E, along said east line of the SW 1/4 of the NE Fractional 1/4, 950.76 feet, to the intersection of the south line of said NE Fractional 1/4; thence S 87°39'31" W, along said south line, 823.11 feet, to the southeast corner of Certified Survey Map No. 507 as recorded in the Ozaukee County Registry in Volume 2 of Certified Survey Maps on page 333 as Document No. 247910; thence N 02°25'09" W, along the east line of said Certified Survey Map No. 507, 330.00 feet; thence S 87°39'31" W, along the north line of said Certified Survey Map No. 507, 660.00 feet, to the intersection of the east right-of-way line of Brandt Road marked by a ¾ inch iron pipe found; thence N 02°25'09" W, along said east right-of-way line, 381.00 feet; thence S 87°34'30" W, 33.00 feet, to the intersection of said west line of the NE Fractional 1/4, and the southeast corner of Outlot 2 of Brandt Woods subdivision; thence N 02°25'09" W, along said west line of the NE Fractional 1/4, 279.64 feet, to the point of beginning.

Containing 24.474 acres (1,066,121 square feet) more or less.

Brandt Road, Cedarburg WI 53012. Tax No. 03-005-03-002.00

Approving Authorities

Town of Cedarburg

Objecting Agencies

Department of Administration

HmD2 HsB2 HmC2 HnA HmB2 HmC2 Lot 2 4.020 Acres 175,135 Sq Feet E-1 Zoning Lot 3 4.927 Acres 214,626 Sq Feet E-1 Zoning HsB2 Km HsB2 Lot 1 HmC2 YhA HmC2 HsB2 Lot 6 Lot 5 Lot 4 HmD2 HsB2 H5D2 HmC2 HsB2 HmC2 H5D2 H5D2 BsA HsB2 SvA

Brandt Road

Lot 1 Brandt Woods existing R-2 zoning Owners: BRANDT WOODS HOMEOWNERS ASSOCIATION INC. Mail Address: PO BOX 127 CEDARBURG, WI 53012

Lot 2 Brandt Woods existing R-2 zoning Owners: BRANDT WOODS HOMEOWNERS ASSOCIATION INC. Mail Address: PO BOX 127 CEDARBURG, WI 53012

Lot 3 Brandt Woods existing R-2 zoning Owners: MICHAEL O. AND MARY J GROTH REVOCABLE TRUST Mail Address: 3360 BRANDT DR CEDARBURG, WI 53012

existing A-1 zoning Owners: SHARON ELIAS TRUST. Mail Address: 11705 MARIADAHL RD. OREGON, WI 53575

existing A-1 zoning Owners: MICHAEL K. FOEGEN, Mail Address: 2300 BRANDT DRIVE CEDARBURG, WI 53012

existing A-2 zoning Owners: JEFFREY C. GALL, JANICE M GALL Mail Address: 9527 CEDAR SAUK ROAD SAUKVILLE, WI 53080

existing A-2 zoning Owners: JEFFREY C. GALL, JANICE M GALL Mail Address: 9527 CEDAR SAUK ROAD SAUKVILLE, WI 53080

existing A-1 zoning Owners: PARADISE ROAD FARMS LLC Mail Address: N150 W13450 PATTON COURT N GERMANTOWN, WI 53022

existing A-2 zoning Owners: E B L JOINT VENTURE, (subdivider) Mail Address: PO BOX 127 CEDARBURG, WI 53012

existing A-1 zoning Owners: DAN R KROEGER, PATRICIA A KROEGER Mail Address: 9161 HILLY LANE SAUKVILLE, WI 53080

North Quarter corner Sec. 5-10-21 concrete monument found Ozaukee County Coordinates: N 5041,490.12 E 2,422,277.31

Center Sec. 5-10-21 concrete monument found Elevation=811.58

East Quarter corner Sec. 5-10-21 concrete monument found

S 87°39'31" W 660.00'

N 87°39'31" E 660.00'

S 87°34'30" W 33.00'

N 02°25'09" W 381.00'

N 02°25'09" W 330.00'

S 02°25'09" E 330.00'

N 02°25'09" W 279.64'

S 02°12'49" E 950.76'

N 87°33'30" E 1168.79'

S 01°25'09" E 2236.00'

E-1 zoning min. building setback: Front - 75' Side - 40' Rear - 40' wetlands - 75'

S.B.L. a joint venture Donald Lewis N61W6004 Columbia Road Cedarburg, WI 53012

Surveyor: Donald J. Thoma Accurate Surveying & Engineering LLP 2911 Wildlife Lane Richfield, WI 53076 (262)677-2120

Elevation data is from No. 55080C0150D (eff. 7-31-2009) All this property falls within FEMA Flood Zone X per Flood

Note: The contour lines have been digitally inserted into this drawing and not checked. Provided by Ozaukee County.

All elevations are based on NAVD 88 datum. Mean Benchmark is a concrete monument with a brass cap marking the Center of Section 05, Range 21 North, Township 20 East, which has a published Elevation of 877.58

Surveyor's Certificate:

I, Donald J. Thoma, Professional Land Surveyor, hereby certify that I have fully complied with the provisions of sec. 236 of Wisconsin Statutes and the Town of Cedarburg Land Division Ordinance and that the Preliminary Plat entitled Brandt Highlands is a correct representation of all existing land divisions and features as represented hereon.

Dated this 12th day of May 2020

Donald J. Thoma

Donald J. Thoma, S-2470

WISCONSIN DONALD J. THOMA S-2470 RICHFIELD WI LAND SURVEYOR

Accurate Surveying & Engineering LLP

Land Surveying, Consulting, Developing

2911 Wildlife Lane Richfield, WI 53076 262 677-2120 dan@accuratesurveying.net

CONSTRUCTION PLANS

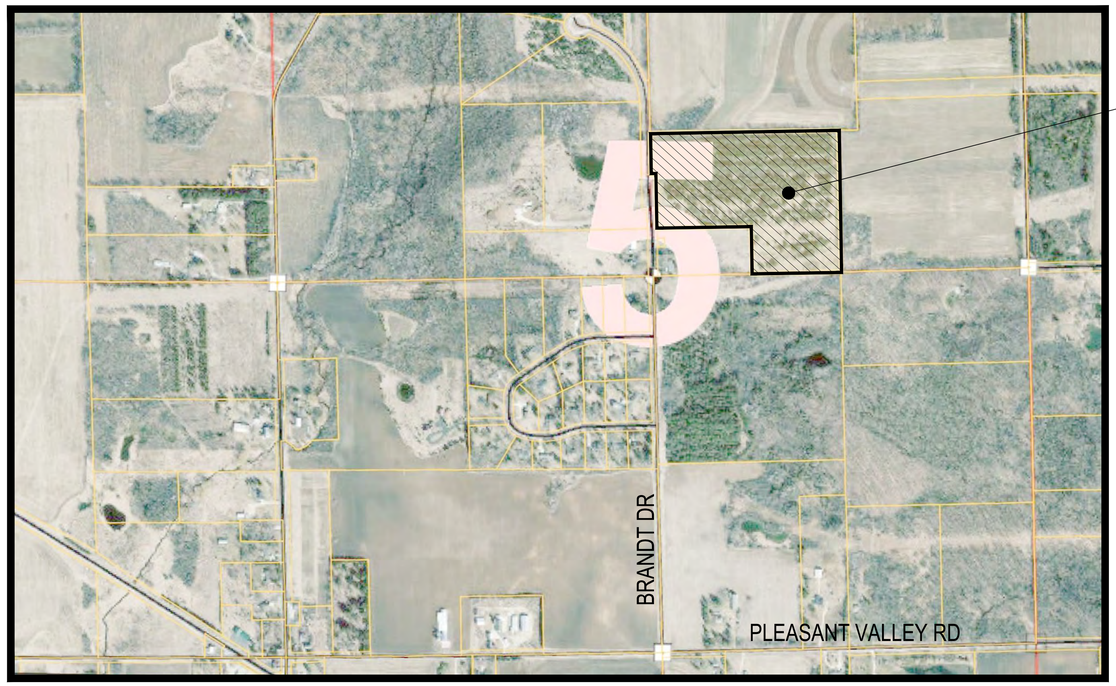
FOR

BRANDT HIGHLANDS

Town of Cedarburg, Wisconsin

LEGEND

- SECTION CORNER MONUMENT
- FOUND 1" IRON PIPE OR AS NOTED
- POST
- UTILITY POLE
- GUY POLE
- GUY WIRE
- CULVERT
- UTILITY PEDESTAL
- ELECTRIC PEDESTAL
- SEPTIC FACILITY
- SEPTIC CLEANOUT
- TV MANHOLE
- YARD LIGHT
- INLET
- SOIL TEST LOCATION
- WELL
- —x—x— FENCE
- (XXXXXX) RECORD DIMENSION
- —ST— STORM SEWER
- —OH— OVERHEAD POWER/UTILITY
- —G— UNDERGROUND GAS
- —E— UNDERGROUND ELECTRIC
- —C— UNDERGROUND CABLE
- × 1007.0 EXISTING SPOT ELEVATION
- 1008 EXISTING CONTOUR
- × 1007.0 PROPOSED SPOT ELEVATION
- 1008 PROPOSED CONTOUR
- DRAINAGE DIRECTION
- YG 800.0 PROPOSED YARD GRADE (YG = TOP OF FOUNDATION WALL)
- EXP 791.0 PROPOSED EXPOSURE GRADE
- PG 100.0 INTERIM PAD GRADE (LOW FOR BASEMENT SPOILS)
- 3-6" RIPRAP & FABRIC
- MOUND PROPOSED SEPTIC AREA



SUBJECT PROPERTY

SCALE: 1" = 500'

DEVELOPER:
Donald Kevy
EBL Joint Venture
N61W6058 Columbia Road
Cedarburg, WI 53012

ENGINEER:
Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
Phone: 262-719-6183
Email: mellena@eeceng.com

SURVEYOR:
Donald J. Thoma, RLS
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
Phone: 262-677-2120
Email: don@accuratesurveying.net

APPROVAL AGENCY:
Town of Cedarburg
Phone: 262-377-4509
Email: eryer@townofcedarburgwi.gov

BENCH MARKS:

A) NORTH 1/4 CORNER
SEC 5-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 865.06

B) CENTER
SEC 5-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 877.59

1. BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, OZAUKEE COUNTY ZONE (NAD 27) AND REFERENCED TO THE WEST LINE OF THE NE 1/4 OF SEC. 5-10-21 MEASURED AS N02°25'09"W.

VERTICAL DATUM IS NGVD 88

2. ALL SITE IMPROVEMENTS AND CONSTRUCTION SHOWN ON THE PLANS SHALL CONFORM TO THE CURRENT TOWN OF CEDARBURG DESIGN AND CONSTRUCTION SPECIFICATIONS. WHERE THE PLANS DO NOT COMPLY, IT SHALL BE THE SOLE RESPONSIBILITY AND EXPENSE OF THE DEVELOPER TO MAKE REVISIONS TO THE PLANS AND/OR CONSTRUCTED INFRASTRUCTURE TO COMPLY.

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
3. ALL EROSION CONTROL MEASURES SPECIFIED ON THE PROJECT EROSION CONTROL PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN TECHNICAL STANDARDS.
4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
7. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND NOTIFY DIGGERS HOTLINE, THE LOCAL MUNICIPALITY AND ALL GOVERNMENT AGENCIES THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 811.
8. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
9. A TOWN INSPECTOR IS REQUIRED TO BE AT THE PROJECT SITE TO OBSERVE CONSTRUCTION, AS REQUIRED TO MAINTAIN EROSION CONTROL IN ACCORDANCE TO ALL PERMITTING.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC ROADWAYS. THE PUBLIC ROADWAYS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING AT THE END OF EACH WORK DAY OR MORE OFTEN, AS REQUIRED. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
11. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED OPEN SPACE AREAS OUTSIDE OF THE PROPOSED ROADWAY AND PROVIDE SEED, FERTILIZER AND EROSION CONTROL FABRIC PER THE STANDARD SPECIFICATIONS. ROADWAY PAVEMENT SHALL BE SAW-CUT AND REPLACED IN KIND.
12. ALL DISTURBED AREAS SHALL BE REVEGATATED WITHIN SEVEN DAYS OF NO DISTURBANCE. HIGHWAY MIX #40 SHALL BE USED FOR SEEDING WITH AN APPLICATION RATE OF 4.0 LBS/1000 SF.
13. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. (BY GERERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WISDOT TYPE B SOIL STABILIZER SHALL BE APPLIED TO INACTIVE DISTURBED SOILS BETWEEN OCTOBER 15TH AND MAY 1ST AS A TEMPORARY SOIL STABILIZATION MEASURE DURING THE NON-GROWING SEASON.

SHEET INDEX

DESCRIPTION	*SHEET NO.*
COVER SHEET	C000
GRADING & ROADWAY PLAN	C100
EROSION CONTROL PLAN	C200
DETAILS	C300 - C301

DIGGER'S HOTLINE — CALL BEFORE YOU DIG — 811

REVISIONS

WISCONSIN — MARK R. ELLENA E-24090 WI — PROFESSIONAL ENGINEER

EEC — ELLENA ENGINEERING CONSULTANTS, LLC — SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 • Elm Grove, WI 53122
Phone: 262-719-6183 • Email: mellena@eeceng.com

Brandt Highlands — Town of Cedarburg, Wisconsin

COVER SHEET

DATE: 05-12-26

Lot 1
4.332 Acres
188,688 Sq. Feet

Lot 2
4.020 Acres
175,124 Sq. Feet

Lot 3
4.027 Acres
175,420 Sq. Feet

Lot 4
4.034 Acres
175,718 Sq. Feet

Lot 5
4.030 Acres
175,552 Sq. Feet

Lot 6
4.032 Acres
175,619 Sq. Feet

EXISTING WETANDS

EXISTING CONTOUR GRADE

PROPOSED CONTOUR GRADE

33' Private Drive Easement

20' WIDE PRIVATE ASPHALT ROADWAY

R=80'

5'WIDE OVERFLOW WEIR @ EL=866.00 (SEE DETAILS)

stormwater easement

SWM WET POND (SEE DETAILS)

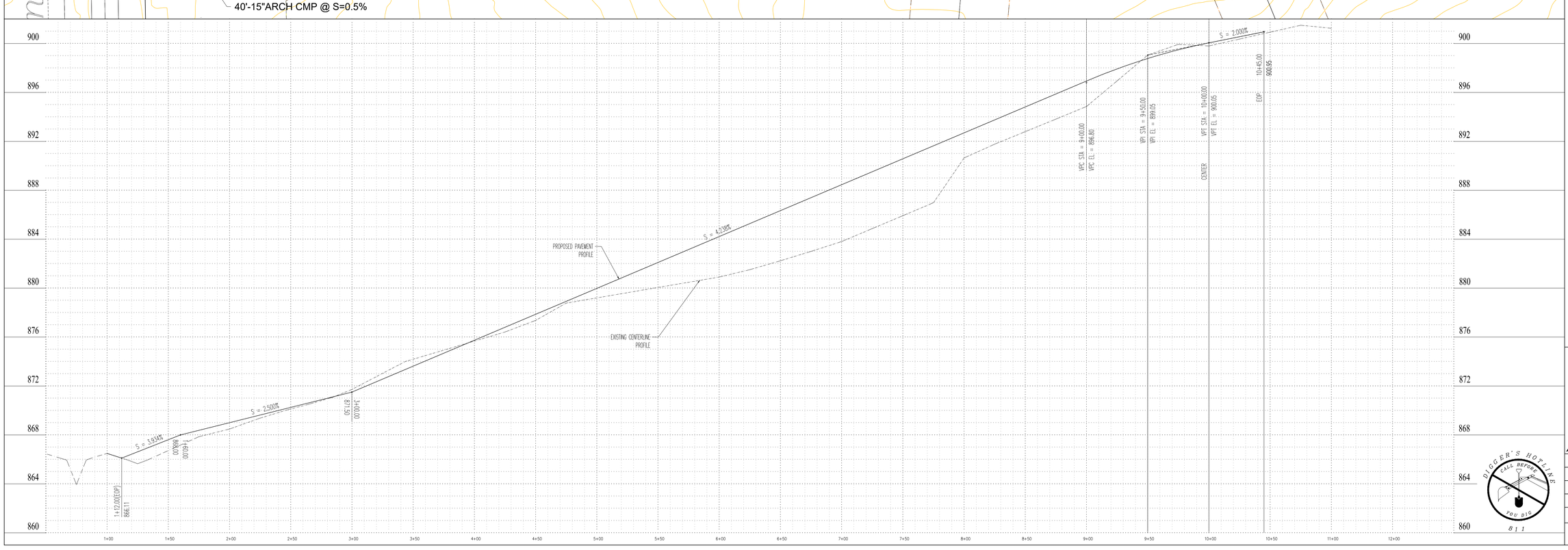
40'-15"ARCH CMP @ S=0.5%

STANDARD DUTY PAVEMENT IN PRIVATE DRIVE:
1-1/2" ASPHALT SURFACE COURSE
2-1/2" ASPHALT BINDER COURSE
8" COMPACTED GRAVEL BASE

66'
33'
868.5
867.50
866.0
866.2
869.0

Schmidt Road

SCALE: 1" = 40'



DESCRIPTION | DATE

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

BRANDT HIGHLANDS

TAX KEY 03-005-03-002.00, TOWN OF CEDARBURG, WI

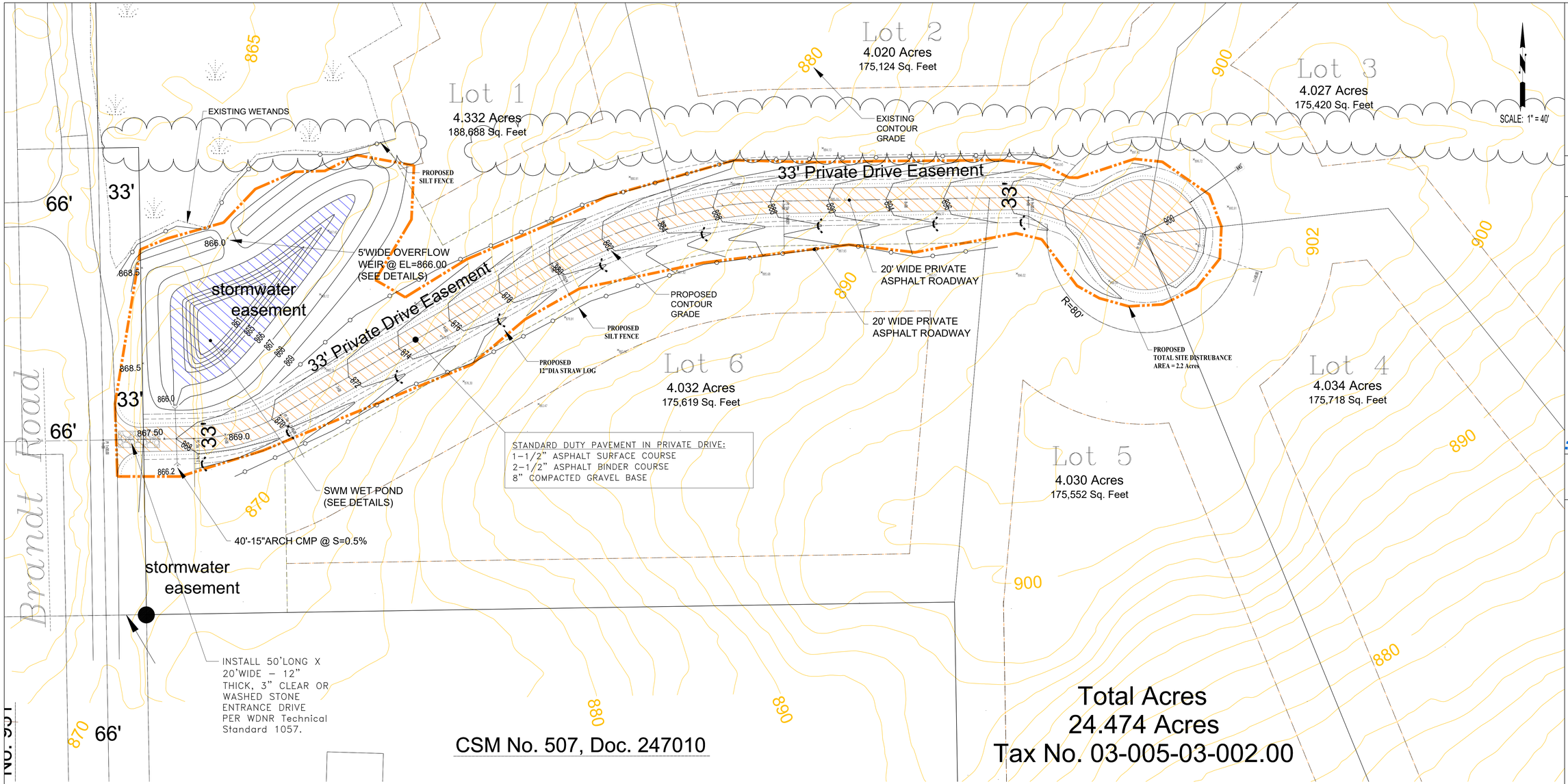
GRADING & ROADWAY PLAN

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DIGGER'S HOTLINE
CALL BEFORE YOU DIG
B11

DATE: 05-12-26
DESIGNED BY: MARK R. ELLENA,PE
SCALE: 1"= 40'

SHEET NUMBER
C100



CSM No. 507, Doc. 247010

Total Acres
24.474 Acres
Tax No. 03-005-03-002.00

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY Accurate Surveying & Engineering L.L.P. UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTES:
1) A LEGEND SHOWING ALL SPECIAL SYMBOLS, LINE TYPES, ETC. IS SHOWN ON THE COVER SHEET.
2) THE CONTRACTORS MUST FOLLOW THE CONSTRUCTION SEQUENCE AS SHOWN ON THE EROSION CONTROL PLAN SHEET C202.
3) UNDERGROUND UTILITIES MUST BE LOCATED BY Diggers Hotline (811) PRIOR TO START OF CONSTRUCTION.

GENERAL CONSTRUCTION SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
3. ALL EROSION CONTROL MEASURES SPECIFIED ON THE PROJECT EROSION CONTROL PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN TECHNICAL STANDARDS.
4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
7. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND NOTIFY DIGGERS HOTLINE, THE LOCAL MUNICIPALITY AND ALL GOVERNMENT AGENCIES THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 811.
8. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
9. A TOWN INSPECTOR IS REQUIRED TO BE AT THE PROJECT SITE TO OBSERVE CONSTRUCTION, AS REQUIRED TO MAINTAIN EROSION CONTROL IN ACCORDANCE TO ALL PERMITTING.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC ROADWAYS. THE PUBLIC ROADWAYS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING AT THE END OF EACH WORK DAY OR MORE OFTEN, AS REQUIRED. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
11. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED OPEN SPACE AREAS OUTSIDE OF THE PROPOSED ROADWAY AND PROVIDE SEED, FERTILIZER AND EROSION CONTROL FABRIC PER THE STANDARD SPECIFICATIONS. ROADWAY PAVEMENT SHALL BE SAW-CUT AND REPLACED IN KIND.
12. ALL DISTURBED AREAS SHALL BE REVEGATATED WITHIN SEVEN DAYS OF NO DISTURBANCE. HIGHWAY MIX #40 SHALL BE USED FOR SEEDING WITH AN APPLICATION RATE OF 4.0 LBS/1000 SF.
13. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. (BY GERERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WISDOT TYPE B SOIL STABILIZER SHALL BE APPLIED TO INACTIVE DISTURBED SOILS BETWEEN OCTOBER 15TH AND MAY 1ST AS A TEMPORARY SOIL STABILIZATION MEASURE DURING THE NON-GROWING SEASON.

CONSTRUCTION PHASING SEQUENCING:

THE GRADING AND UTILITY CONTRACTORS MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE TOWN ORDINANCES.

1. CONTACT THE TOWN BUILDING INSPECTOR FOR INSPECTION OF A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF ANY WORK.
2. INSTALL GRAVEL CONSTRUCTION ENTRANCES SHOWN ON THE PLAN (TRACKING PAD).
3. INSTALL SILT FENCE.
4. REMOVE TOPSOIL IN AREAS NEEDED TO CONSTRUCT THE POND.
5. CONSTRUCT WET POND, CULVERT AND PRIVATE DRIVE. RESTORE POND SLOPES.
6. ALL TOPSOIL PILES SHALL HAVE SILT FENCE BARRIERS.
7. PLACE CLEAN COMPACTED FILL IN LIFTS AS MONITORED BY A QUALIFIED SOILS PROFESSIONAL TO THE ROADWAY SUBGRADE.
8. CONSTRUCT ROADWAY AND REVEGETATE ALL DISTURBED AREAS.
10. ONCE SITE HAS 80% REVEGETATED THE TOWN SHALL INSPECT AND APPROVE THE REMOVAL OF THE SILT FENCE.
11. REVEGETATE ANY REMAINING DISTURBED AREAS.

DIGGER'S HOTLINE — CALL BEFORE YOU DIG — 811

DESCRIPTION | DATE

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

BRANDT HIGHLANDS

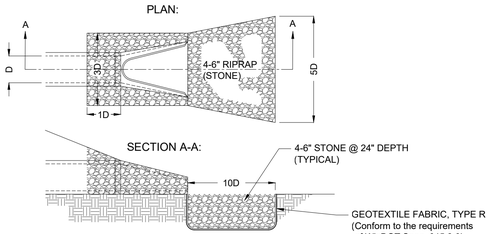
TAX KEY 03-005-03-002.00, TOWN OF CEDARBURG, WI

EROSION CONTROL PLAN

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

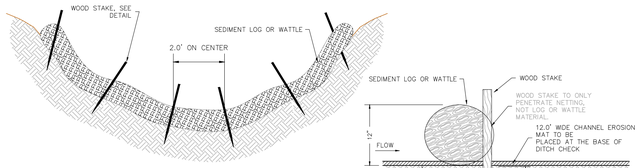
DATE: 05-12-26
DESIGNED BY: MARK R. ELLENA,PE
SCALE: 1"= 40'

SHEET NUMBER
C200



END SECTION TYPICAL RIP RAP DETAIL

NOT TO SCALE (FLARED APONS REQUIRED ON ALL ENDSECTIONS)



SEDIMENT LOG DITCH CHECK

2 PER WDNR TECHNICAL STANDARD 1062

NOT TO SCALE

DITCH CHECK NOTES:

1. PREPARE SITE TO DESIGN PROFILE AND GRADE. REMOVE DEBRIS, ROCKS, CLODS, ETC.. GROUND SURFACE SHOULD BE SMOOTH PRIOR TO INSTALLATION TO ENSURE LOG REMAINS IN CONTACT WITH SLOPE.
2. DO NOT ALLOW FLOW TO OVERTOP INSTALLATION.
3. STAKE TO BE PLACED AT TOE OF SLOPE, BOTH SIDES
4. 1 $\frac{0}{8}$" X 1 $\frac{0}{8}$" X 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS OR WATTLES.
5. INSTALL EROSION MAT PER MANUFACTURES SPECIFICATIONS.
6. INSPECT DITCH CHECKS WEEKLY AND WITHIN 24 HRS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE WITHIN A 24 HOUR PERIOD.
7. DITCH CHECK SHALL BE AMERICAN EXCELSIOR CURLEX 12" SEDIMENT LOG, NORTH AMERICAN GREEN WS-12 OR OTHER APPROVED DITCH CHECK AS SPECIFIED IN THE WDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL).
8. SPACING TO BE INSTALLED PER WDNR-CPS 1062 (EVERY TWO (2) VERTICAL FEET) AS SHOWN ON PLANS.



SEDIMAX-SW™ (STRAW WATTLES)

North American Green SediMax-SW™ (Straw Wattles), are a Best Management Practice (BMP) that offers an effective and economical alternative to silt fence and straw bales for sediment control and storm water runoff.

Straw Wattles are a temporary sediment control device and are not intended to replace Rolled Erosion Control Products (RECPs) or Hydraulic Erosion Control Products (HECPs). If vegetation is desired for permanent erosion control, North American Green recommends that RollMax™ or HydraMax™ Systems be used to provide effective immediate erosion control until vegetation is established. SediMax™ Systems may be used in conjunction with blankets, mats and mulches as supplemental sediment and runoff control for these applications. Like all sediment control devices, the effectiveness of SediMax Systems is dependent on storage capacity.

SEDIMAX-SW INSTALLATION STEPS:

1. Begin at the location where the wattle is to be installed by excavating a 2 to 3 in. (5-7.5 cm) deep x 9 in. (22.9 cm) wide trench along the contour of the slope. Excavated soil should be placed upslope from the anchor trench (Figure 7).

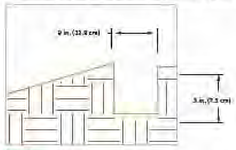


FIGURE 7

2. Place the wattle in the trench so that it contours to the soil surface. Compact soil from the excavated trench against the wattle on the uphill side. Wattles should tightly abut (Figure 8).

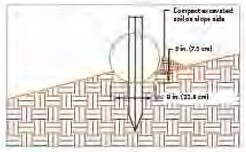


FIGURE 8

3. Secure the wattle with a minimum of 18 to 24 in. (45.7-61 cm) stakes every 3 to 4 ft (0.9 -1.2 m) and with a stake on each end. Stakes should be driven through the middle of the wattle leaving at least 2 to 3 in. (5-7.5 cm) of stake extending above the wattle (Figure 9). Stakes should be driven perpendicular to the slope face. Spacing of SediMax-SW on slope will vary based on the slope grade (Figure 10).

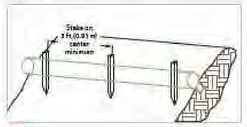


FIGURE 9

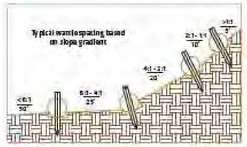


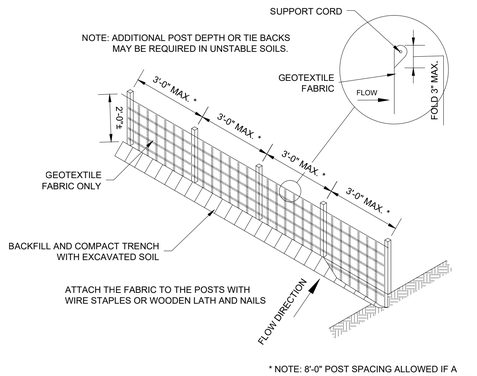
FIGURE 10

For additional installation assistance on SediMax Systems, please call **800-772-2040**, visit **nagreen.com** or e-mail **info@nagreen.com** and we will be happy to put you in touch with your erosion control specialist who can assist you.

STRAW WATTLE DETAIL

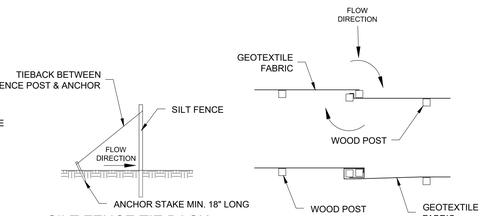
GENERAL NOTES

1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
2. WOOD POSTS SHALL BE A MINIMUM OF 1 $\frac{3}{8}$" x 1 $\frac{3}{8}$" OF OAK OR HICKORY.
3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING METHODS: A) TWIST METHOD -- OVERLAPTHE END POSTS AND TWIST , OR ROTATE, AT LEAST 180 DEGREES. B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.



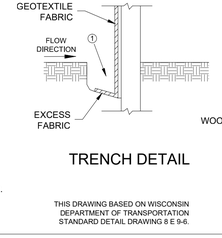
* NOTE: 8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.

SILT FENCE



SILT FENCE TIE BACK

(WHEN ADDITIONAL SUPPORT REQUIRED)



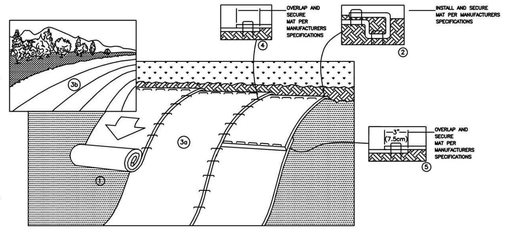
TRENCH DETAIL

THIS DRAWING BASED ON WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD DETAIL DRAWING 8 E 9-6.

HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE 4

SLOPE INSTALLATION



*STAPLE PLACEMENT SHOWN FOR ILLUSTRATION PURPOSES ONLY.

*IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE RECPs.

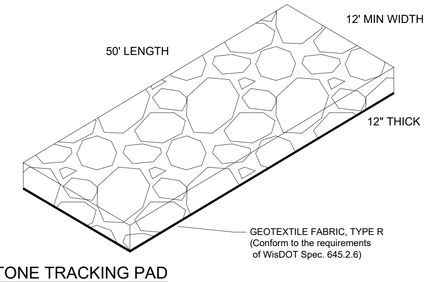
KEYED NOTES (CORRESPONDING TO DETAIL ABOVE):

1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPs), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, OR SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPs IN A 6" DEEP x 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECPs EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF RECPs BACK OVER SEED AND COMPACTED SOIL. SECURE RECPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECPs.
3. ROLL THE RECPs (a.) DOWN OR (b.) HORIZONTALLY ACROSS THE SLOPE. RECPs WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPs MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE MANUFACTURER'S STAPLE PATTERN GUIDE AND/OR SPECIFICATIONS. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHALL BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECPs MUST BE STAPLES WITH APPROXIMATELY 2"-5" OVERLAP, DEPENDING ON RECPs TYPE.
5. CONSECUTIVE RECPs SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE SIDE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART, ACROSS ENTIRE RECP's WIDTH.

IMPORTANT NOTES:

1. SLOPE EROSION MAT TO BE CLASS I, TYPE B MAT AS APPROVED IN THE WI DOT PRODUCT ACCEPTABILITY LISTS
2. CONTRACTOR RESPONSIBLE FOR EROSION MAT INSTALLATION SHALL BE RESPONSIBLE FOR ENSURING EROSION MAT IS INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND PER WI DNR TECHNICAL STANDARD 1052, NON-CHANNEL EROSION MAT.

EROSION MATTING: WDNR TS-1052



STONE TRACKING PAD

PER WDNR TECH STANDARD 1057

Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.

Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.

Note 3: Select fabric type based on soil conditions and vehicles loading.

Note 4: Install tracking pad across full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.

Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

DATE	DESCRIPTION

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

BRANDT HIGHLANDS
TOWN OF CEDARBURG, WI

DETAILS

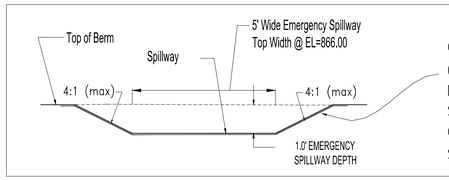
WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 05-12-26

DESIGNED BY: MARK R. ELLENA,PE

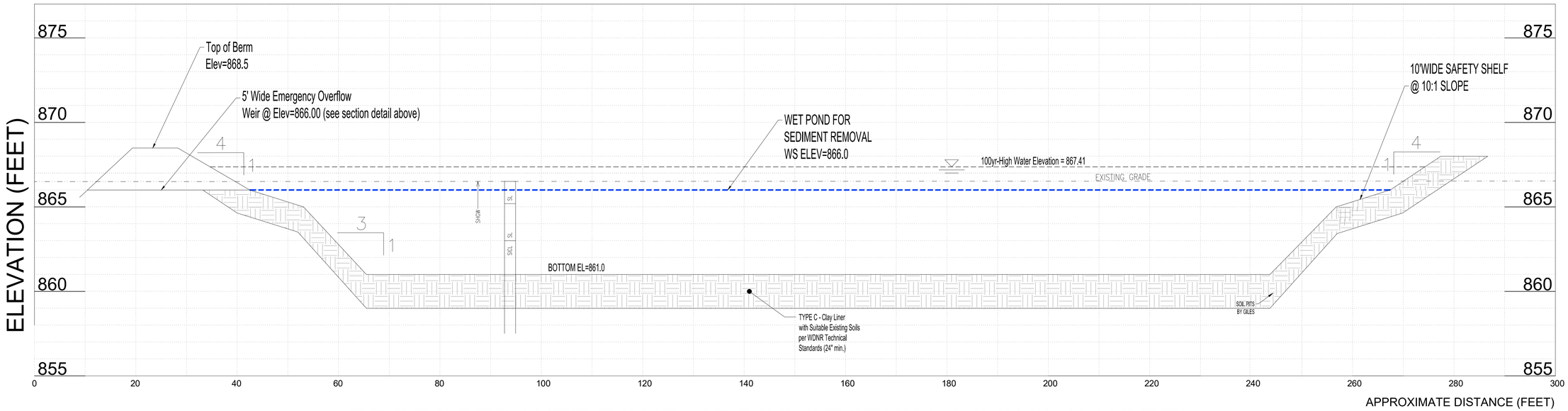
SHEET NUMBER

C400



CLASS 3 TYPE B IN EMERGENCY SPILLWAY (PLACE 4" TOPSOIL, SEED AND STANDARD DUTY EROSION CONTROL MATTING OVER SPILLWAY – BOTTOM OF POND TO EXISTING GRADE, ALL PER WDNR TECHNICAL STANDARDS)

OVERFLOW WEIR TYPICAL CROSS-SECTION DETAIL



PROPOSED WET POND CROSS SECTION (LOOKING NORTH)

DESCRIPTION | DATE

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

BRANDT HIGHLANDS
TOWN OF CEDARBURG, WI

DETAILS

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DATE: 05-12-26
DESIGNED BY: MARK R. ELLENA,PE

SHEET NUMBER
C401

STORM WATER MANAGEMENT PLAN

For

Brandt Highlands
Town of Cedarburg, WI

Date: May 12, 2026

Submitted By: ***ELLENA ENGINEERING CONSULTANTS, LLC***
700 Pilgrim Parkway - Suite 100
Elm Grove, WI 53122
Phone: 262-719-6183
Fax: 866-457-2584
Email: mellena@eeceng.com



May 12, 2026

Town Engineer
Town of Cedarburg
1293 Washington Avenue
Cedarburg, Wisconsin 53012-9304

Re: Storm Water Management Report
Brandt Highlands
Village of Cedarburg, WI

Dear Town Engineer,

On behalf of the Owner and in accordance with the Town's Storm Water Management Program, we are submitting the following Storm Water Management Report for your review and approval. The site (Parcel Number:03-005-03-002.00) is located on the East side of Brandt Drive approximately 1000 feet north of Pleasant Valley Road. This report contains hydrologic data to meet or exceed your Storm Water requirements. Specifically, we have shown development compliance for peak runoff rates under proposed conditions with acceptable release rates corresponding to the pre-development 1, 2, 5, 10 and 100 year events. The 100 year proposed storm was also used to establish an emergency overflow route. In addition, the water quality design features of a wet detention basin designed to remove, on an average annual basis, a minimum of 80% of the total suspended solids loading per the WDNR requirements set forth in Chapter NR151. Infiltration has also been evaluated for the site and we respectfully request that the site be exempt from infiltration due to existing soil limitations and high groundwater.

The computer model used in our analysis is based on the TR-55 runoff curve number methodology, Atlas 14 precipitation depths and NRCS Wisconsin MSE3 precipitation distribution. The following data summarizes our findings:

	ATLAS 14 PRECIPITATION DEPTHS				
Return Period (Years)	1	2	5	10	100
Precipitation Depth	2.30	2.61	3.20	3.77	6.38

EXISTING CONDITIONS:

Drainage Area	Area (Ac)	CURVE NUMBER (CN)	Tc	1yr Peak Discharge	2yr Peak Discharge	5yr Peak Discharge	10yr Peak Discharge	100yr Peak Discharge
EX1	9.2	65	24.4	1.23	2.18	4.60	7.59	24.93

* The runoff curve number is representative of the Type B Soils Group and the current conditions. See CN calculations below.

PROPOSED CONDITIONS:

Drainage Area	Area (Ac)	CURVE NUMBER (CN)	Tc	1yr Peak Discharge	2yr Peak Discharge	5yr Peak Discharge	10yr Peak Discharge	100yr Peak Discharge
PR1	9.2	69*	24.9	2.25	3.56	6.64	10.08	28.80

*See CN calculations below.

DRAINAGE AREA PR1				
SOURCE AREA CHARACTERISTIC	AREA (Ac)	RUNOFF COEFFICIENT (CN)	AREA X CN	COMPOSITE CN
Proposed Home Sites (4 @ 0.1Ac each)	0.40	98	39.2	
Proposed Driveways (4 @ 0.06Ac each)	0.25	98	24.5	
Proposed Private Drive	0.54	98	52.92	
Open Area-undeveloped	8.01	65	520.65	
Total	9.20		637.27/9.2	69.27 = 69

As previously mentioned, we have shown development compliance for peak runoff rates under proposed conditions with acceptable release rates corresponding to the pre-development 1, 2, 5, 10 and 100 year events. The 100 year proposed storm was also used to establish an emergency overflow design.

The storm water management facility was designed for the drainage area PR1 using the above results and design criteria per your regulations. The following tables present the results of our storm water management design for Area PR1:

TABLE NO. 1

1 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	1.23	866.21	0.055

TABLE NO. 2

2 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	2.10	866.30	0.080

TABLE NO. 3

5 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	4.34	866.48	0.129

TABLE NO. 4

10 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	7.05	866.66	0.178

TABLE NO. 5

100 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	21.70	867.41	0.431

The following table presents the results of the proposed discharge (Area PR1) compared to the total existing condition for the allowable discharge to the existing wetlands.

TABLE NO. 6
POST PEAK FLOW SUMMARY TABLE

STORM EVENT	EXISTING RELEASE RATE	TOTAL PROPOSED DISCHARGE RATE
1	1.23	1.23
2	2.18	2.10
5	4.60	4.34
10	7.59	7.05
100	24.93	21.70

WATER QUALITY:

A wet detention basin has been designed to remove, on an average annual basis, a minimum of 80% of the total suspended solids loading per the WDNR requirements set forth in Chapter NR151 for this site. An analysis was conducted with the WDNR WinSLAMM model (see attached as recommended by the WDNR) resulting in the TSS removal of 82.8%.

CONCLUSION:

In conclusion, the proposed wet detention basin and emergency overland flow route has been designed to treat and slow release runoff from the 1, 2, 5, 10 and 100 year events under proposed conditions with an acceptable release rate corresponding to the pre-development events. The stage-storage discharge information for these facilities has been included along with the hydrologic report data for you use.

Note: The storm water application for this report and will be completed for the final approval phase.

Please do not hesitate to contact us if you should need further information to complete your review.

Sincerely,

Ellena Engineering Consultants, LLC

Mark R. Ellena

Mark R Ellena, P.E.
ELLENA ENGINEERING CONSULTANTS, LLC

RECEIVED
APR 29 2026
OZAUKEE COUNTY
LAND & WATER
MANAGEMENT DEPT

Wisconsin Department of Safety and Professional Services
Division of Industry Services

SOIL EVALUATION REPORT

In accordance with SPS 385, Wis. Adm. Code

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

Please print all information.

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

County: Ozaukee	
Parcel I.D.: 03-005-03-002.00	
Reviewed by	Date: 5.12.2026

Property Owner: E B L	Property Location: Govt. Lot SW ¼ NE ¼ S 5 T 10 N R 21 ☑ E (or) ☐ W
Property Owner's Mailing Address: PO Box 127	Site Address or CSM and Lot #: Proposed Lots 1-6

City	State	Zip Code	Phone Number	☐ City ☐ Village ☒ Town	Nearest Road
Cedarburg	WI	53012	( )	Cedarburg	Brandt Dr.

☒ New Construction ☐ Replacement
Use: ☒ Residential / Number of bedrooms _____ ☐ Public or commercial – Describe: _____
Code derived design flow rate _____ GPD
Flood Plan elevation if applicable _____ ft.
Parent material: glacial till
General comments and recommendations: USE LONG NARROW, 4+4" MOUND, WITH PRE-TREATMENT FOR BEST RESULTS.

1 Boring # ☒ Boring ☐ Pit
Ground surface elev. 881.17 ft.
Depth to limiting factor 18 in. / elev. _____ ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft² *Eff#1	*Eff#2
1	0-14	10YR3/3		L	2fgr	Mfr	CS	1m-1f	.6	.8
2	14-18	7.5yr4/4		grSCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	18-29	7.5yr5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0M	Mfr	-	-	0	.2

2 Boring # ☒ Boring ☐ Pit
Ground surface elev. 883.59 ft.
Depth to limiting factor 21 in. / elev. _____ ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft² *Eff#1	*Eff#2
1	0-9			SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	9-21	7.5yr4/4		SCL	2fsbk	Mfr	GW	1m-1f	.4	.6
3	21-40	7.5yr6/4	c2d 10yr 5/8 & 6/2	SL	1fsbk/0m	Mfr	-	1vf-24"	.2	.6

CST Name (Please Print)	Signature	CST Number
Daniel Boehnlein	Daniel J. Boehnlein	# 220926
Address: 7428 Devonshire Drive, Cedarburg, WI 53012	Date Evaluation Conducted: 4/9/2026	Telephone Number: 414-581-8546

* Effluent #1 = BOD > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L
* Effluent #2 = BOD, ≤ 30 mg/L and TSS ≤ 30 mg/L

3 Boring # ■ Boring ☐ Pit Ground surface elev. 879.3 ft. Depth to limiting factor 19 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-9	10YR3/3		SL	2fgr	Mfr	GS	3m-2f	.6	1.0
2	9-19	7.5YR4/4		grSCL	2fsbk	Mfr	CW	2f-1f	.4	.6
3	19-32	7.5YR5/4	c2d 10yr 5/8 & 6/2	grSiL	1fsbk/0m	Mfr		1vf-22"	0	.2

4 Boring # ■ Boring ☐ Pit Ground surface elev. 892.38 ft. Depth to limiting factor 16 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR3/3		SL	2fgr	Mfr	GS	2m-1f	.6	1.0
2	12-16	7.5YR4/4		medS	0sg	Mfr	CW	1m-1f	.7	1.6
3	16-44	7.5YR6/4	c2d 10yr 5/8 & 6/2	FSL	1fpl/0m	Mfr		1vf-19"	.2	.6

5 Boring # ■ Boring ☐ Pit Ground surface elev. 889.4 ft. Depth to limiting factor 26 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-15	10YR3/3		SL	2fabk	Mfr	GS	2f-1vf	.6	1.0
2	15-26	7.5YR4/3		SiL	2fabk	Mfr	GS	2vf	.6	.8
3	26-33	7.5YR5/4		SiCL	0m	Mfr	-	1vf-28"	0	0

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

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

6 Boring # ■ Boring ☐ Pit Ground surface elev. 882.94 ft. Depth to limiting factor 23 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-14	10YR3/3		SL	2fgr	Mfr	CS	2m-1f	.6	1.0
2	14-23	7.5YR5/4		SL	2fsbk	Mfr	GW	2vf	.6	1.0
3	23-29	7.5YR4/4	c2d 10yr 5/8 & 6/2	SCL	1fsbk/0m	Mfr	-	1vf-26"	0	0

7 Boring # ■ Boring ☐ Pit Ground surface elev. 885.32 ft. Depth to limiting factor 27 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-14	10YR3/3		SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	14-27	7.5YR4/3		FSL	2fsbk	Mfr	GW	2f-1vf	.4	.8
3	27-33	7.5YR5/4	c2d 10yr 5/8 & 6/2	SL	1fsbk/0m	Mfr	-	1vf-29"	.2	.6

8 Boring # ■ Boring ☐ Pit Ground surface elev. 881.61 ft. Depth to limiting factor 17 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3		SiL	2fabk	Mfr	CS	2f-1vf	.6	.8
2	10-17	7.5 4/4		SiL	1fsbk	Mfr	GW	1f-1vf	.4	.6
3	17-25	7.5 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-20"	0	0.2
			water @25"							

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

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

9 Boring # ■ Boring ☐ Pit Ground surface elev. 876.87 ft. Depth to limiting factor 21 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR 3/3		L	2fabk	Mfr	CS	2m-1f	.6	.8
2	12-21	7.5YR 4/3		SiCL	2fabk	Mfr	GW	2f-1vf	.4	.6
3	21-28	7.5YR 5/4	c2d 10yr 5/8 & 6/2	VFSL	1fsbk/0m	Mfr	-	1vf-24"	.2	.5

10 Boring # ■ Boring ☐ Pit Ground surface elev. 898.76 ft. Depth to limiting factor 19 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-9	10YR 3/3		L	2fgr	Mfr	CS	2m-1f	.6	.8
2	9-19	7.5YR 4/3		SiL	2fsbk	Mfr	GW	1f-1vf	.6	.8
3	19-30	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-20"	0	.2

11 Boring # ■ Boring ☐ Pit Ground surface elev. 897.73 ft. Depth to limiting factor 18 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3		L	2fabk	Mfr	CS	2m	.6	.8
2	10-18	7.5YR 4/4		SiCL	2fsbk	Mfr	GW	2f-1vf	.4	.6
3	18-27	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-22"	0	.2

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

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

12 Boring # ■ Boring ☐ Pit Ground surface elev. 891.29 ft. Depth to limiting factor 20 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-11	10YR 3/3		L	2fgr	Mfr	CS	2m-1f	.6	.8
2	11-20	7.5YR 4/3		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	20-31	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-21"	0	.2

13 Boring # ■ Boring ☐ Pit Ground surface elev. 878.04 ft. Depth to limiting factor 15 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-9	10YR 3/3		SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	9-15	7.5YR 4/4		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	15-30	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-18"	0	.2

14 Boring # ■ Boring ☐ Pit Ground surface elev. 877.59 ft. Depth to limiting factor 18 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3		SL	2fgr	Mfr	CS	2m-1f	.6	1.0
2	10-18	7.5YR 4/4		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	18-34	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr		1vf-20"	0	.2

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

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

15 Boring # ■ Boring ☐ Pit Ground surface elev. 870.6 ft. Depth to limiting factor 16 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR 3/3		SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	12-16	7.5YR 4/4		grSCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	16-26	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-17"	0	.2

16 Boring # ■ Boring ☐ Pit Ground surface elev. 873.6 ft. Depth to limiting factor 18 in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR 3/3		SiL	2fgr	Mfr	CS	2m-2f	.6	.8
2	12-18	7.5YR 4/4		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	18-33	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-20"	0	.2

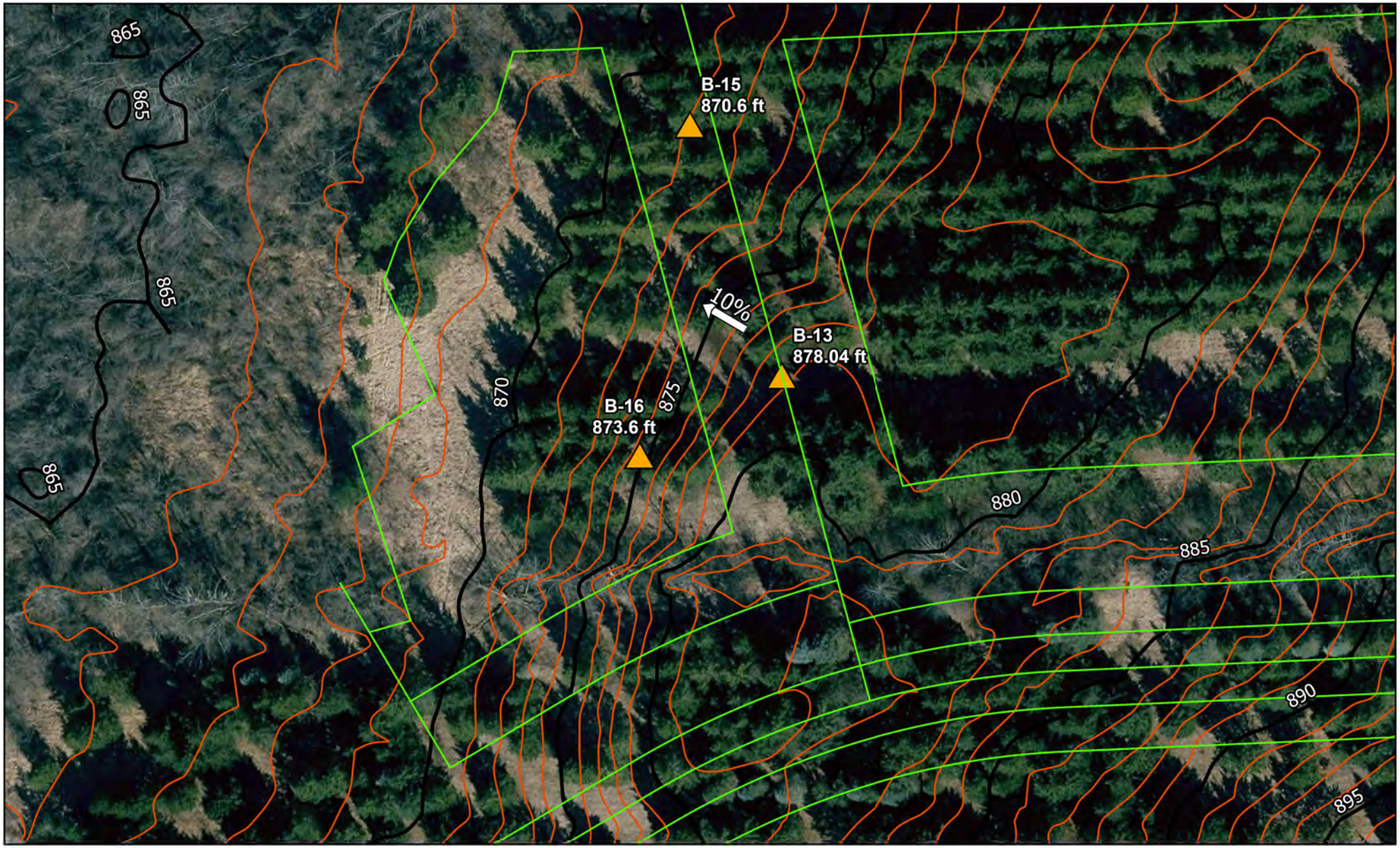
☐ Boring # ☐ Boring ☐ Pit Ground surface elev._____ft. Depth to limiting factor_____in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*Eff#1	*Eff#2

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

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

Site Map



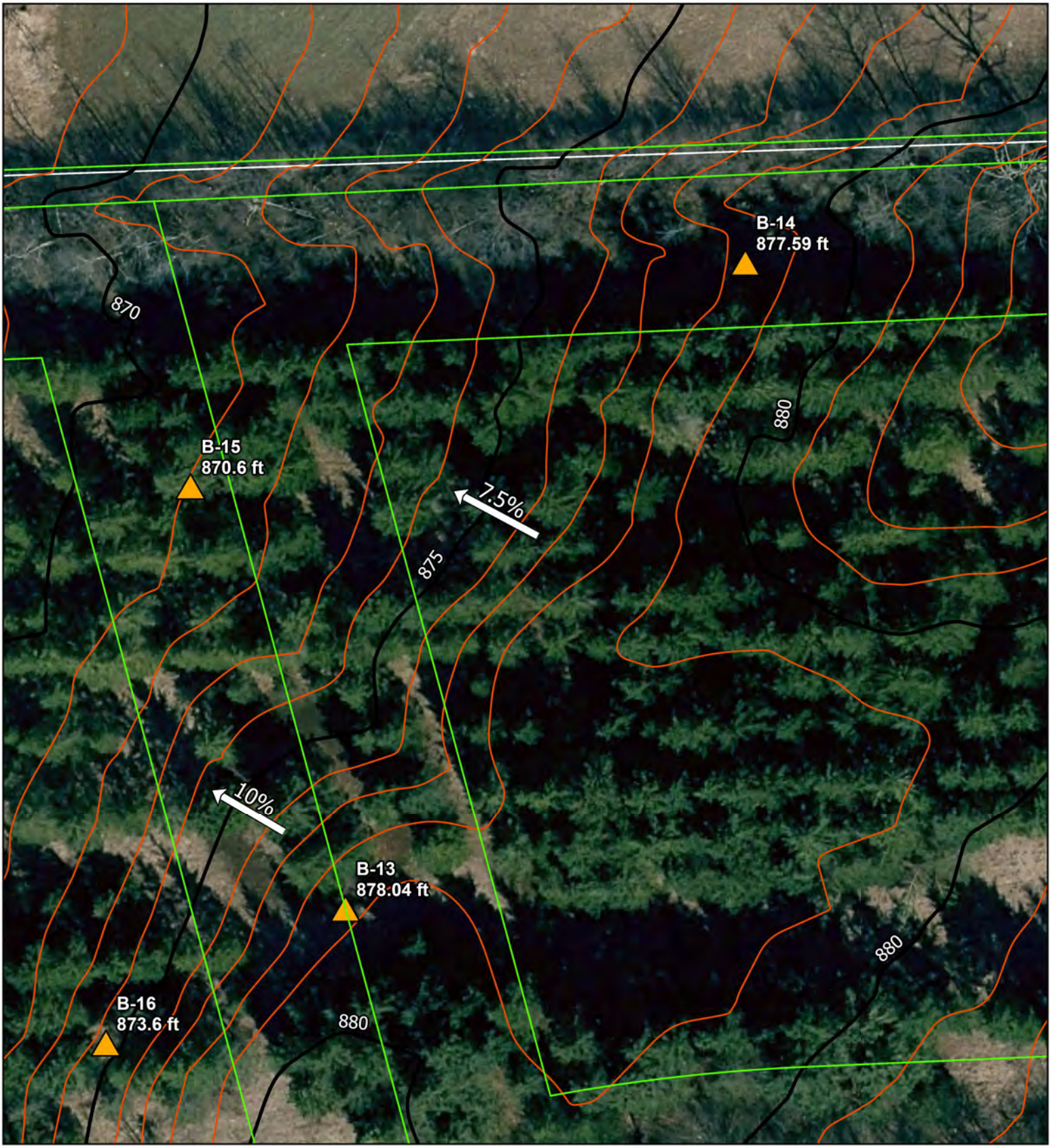
Legend

- Slope Arrow
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 20 40 80 Feet

N W E S

Site Map



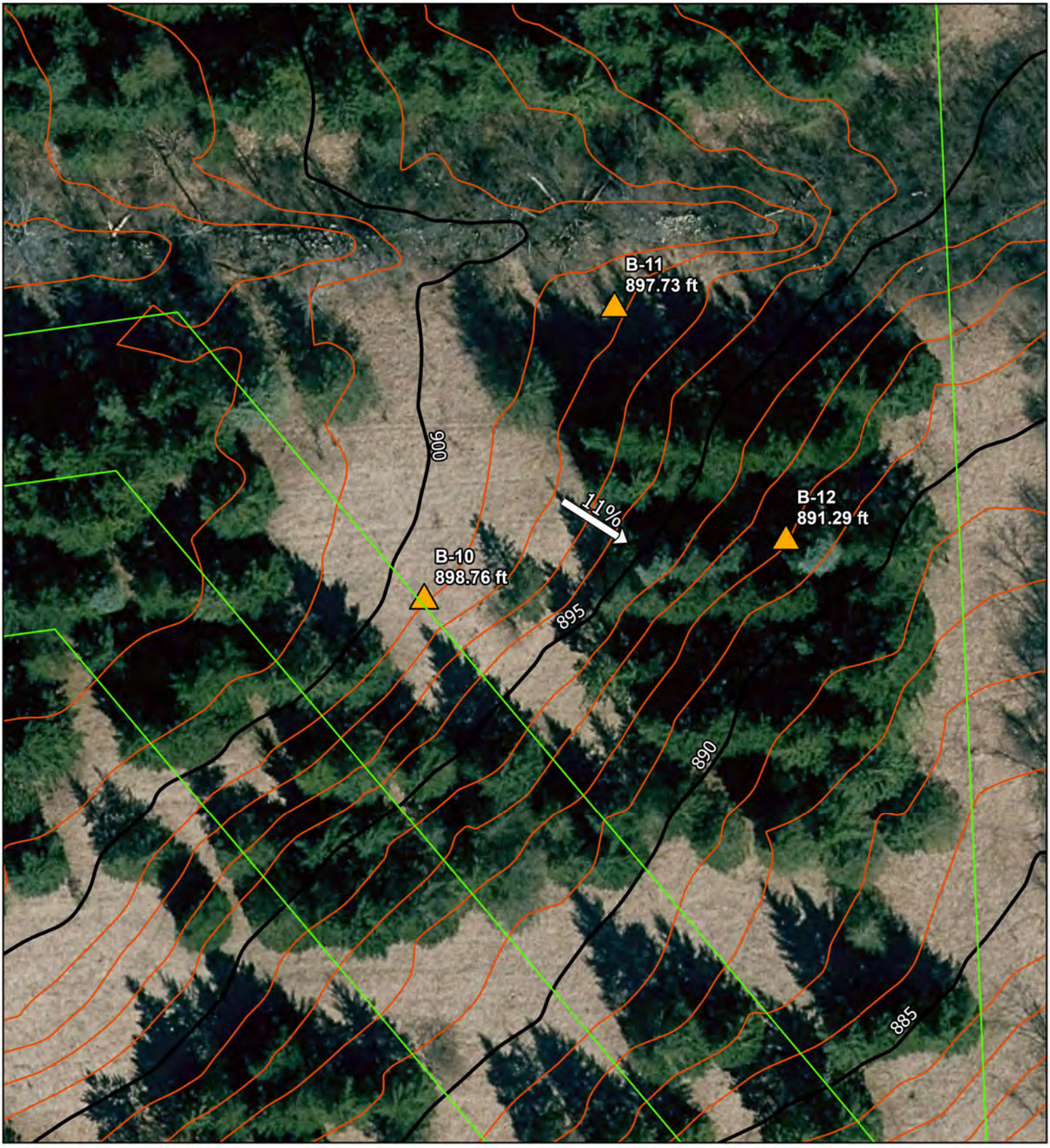
Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N
W E
S

Site Map



Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N W E S

Site Map



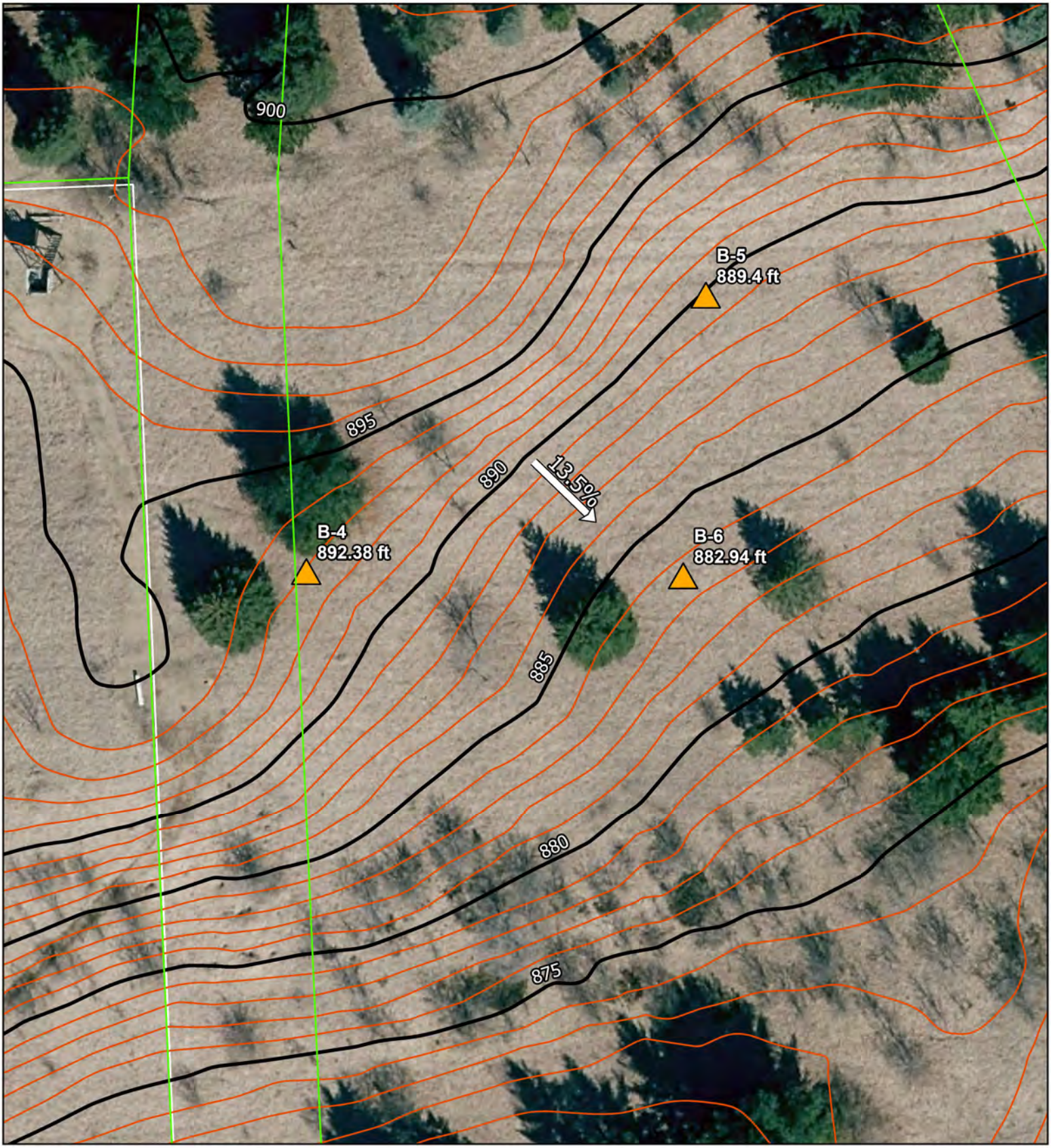
Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N W E S

Site Map



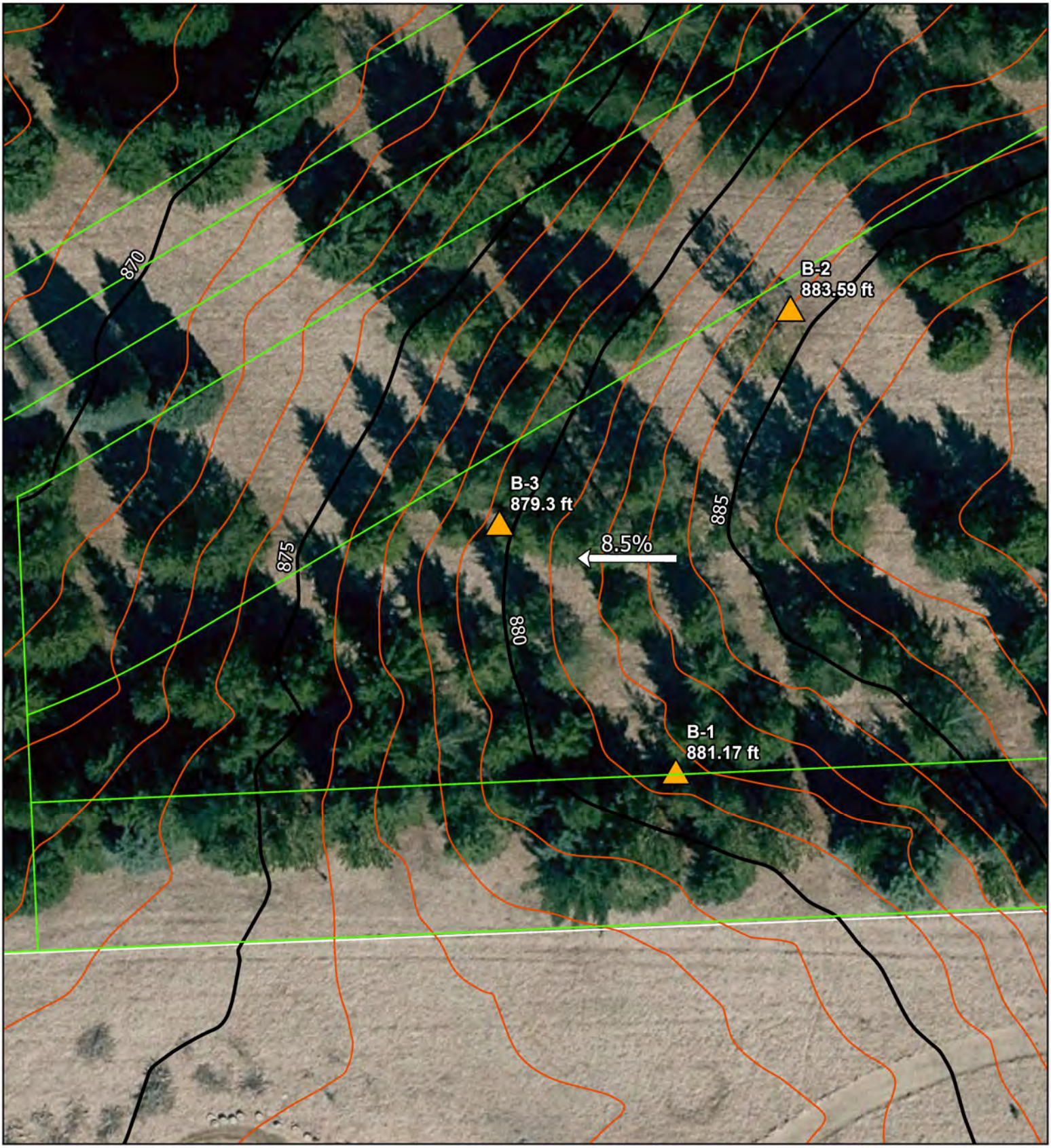
Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N W E S

Site Map



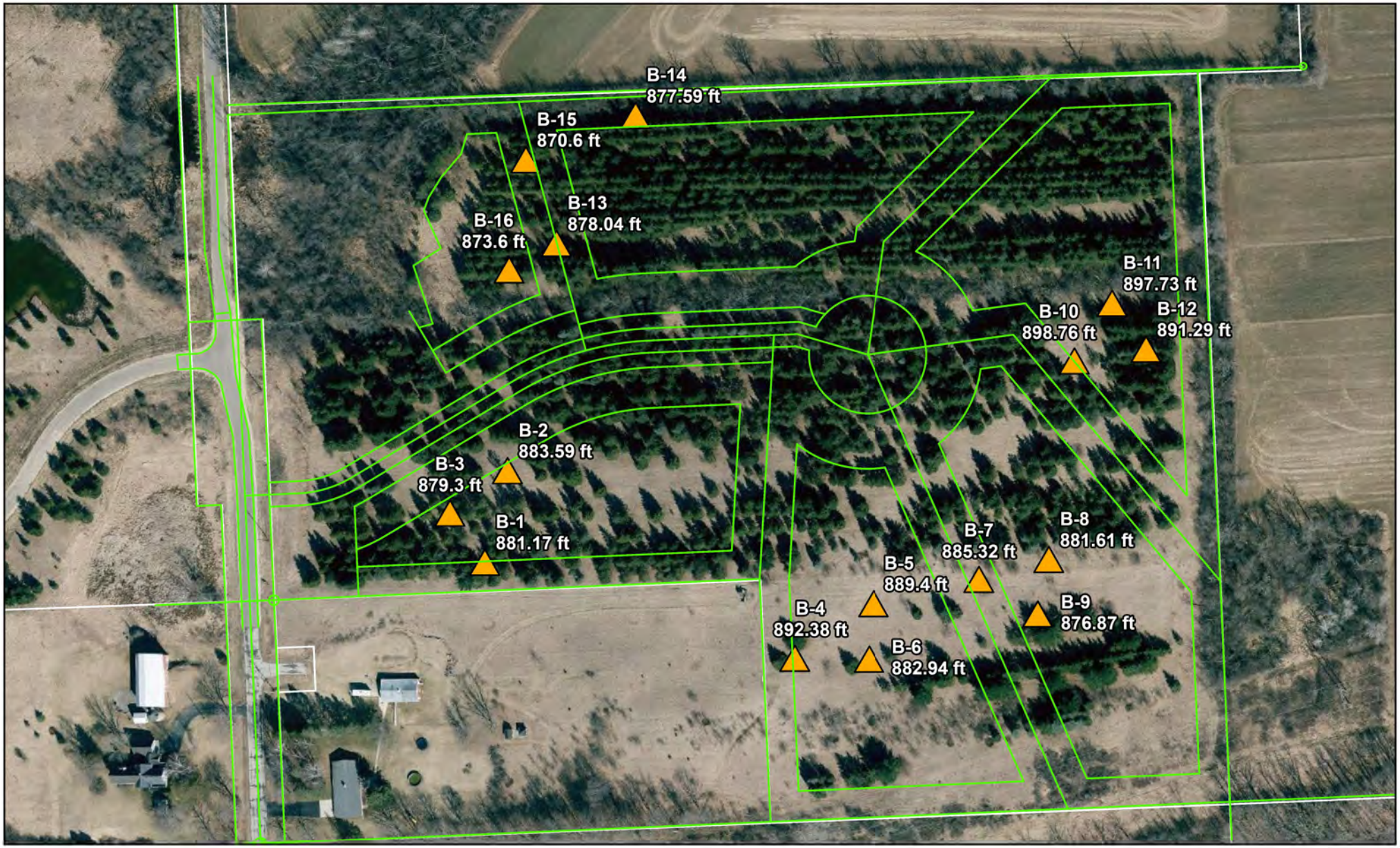
Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N
W E
S

Site Map



Legend

- Soil Borings
- Parcel Lines Shown as White Line
- Proposed Parcels

0 60 120 240 Feet

N W E S

BY-LAWS OF

BRANDT HIGHLANDS HOMEOWNER'S ASSOCIATION INC.

These By-Laws shall be known as the "By-Laws of Brandt Highlands Homeowner's Association Inc."

ARTICLE I - NAME AND LOCATION

1. NAME.

The name of the corporation shall be BRANDT HIGHLANDS HOMEOWNER'S ASSOCIATION INC.

2. LOCATION.

The initial registered office and initial principal office of the corporation shall be at N61 W6058 Columbia Road, Cedarburg, Wisconsin 53012. The corporation may have such other offices, either within or without the State of Wisconsin, (the "State"), as the board of directors may designate or as the business or the corporation may from time to time require.

ARTICLE II - MEMBERSHIP

The corporation shall have no members.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they deem proper, not inconsistent with these by-laws and the laws of the State.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the corporation shall be not less the three (3).

Thereafter, at each annual meeting of directors at which the term of one or more directors expires, directors shall be elected by majority vote of the directors for a three-year term. Each director shall hold office until the annual meeting of directors at which his or her term expires and until his or her successor shall have been duly elected and qualified. The number of directors may be increased in increments of three (3) at any time by affirmative vote of the majority or the directors at a meeting called for that purpose. A director may serve no more than two consecutive terms at a time. At the expiration of two consecutive terms, a director must remain off the Board of Directors for at least twelve consecutive months before once again qualifying to be elected to the Board of Directors.

3. ANNUAL AND REGULAR MEETINGS.

An annual meeting of the directors shall be held during the month of March of each year, beginning with the year 2027, at a date, time and place designated in the notice of meeting. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than as provided in such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors for any purpose or purposes, unless otherwise prescribed by statute, may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. PLACE OF MEETING.

The directors may designate any place, within the State, unless otherwise prescribed by statute, as the place of meeting for any regular meeting or for any special meeting called by the directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

6. NOTICE.

Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which such meeting is called, shall be given not less than ten (10) nor more than thirty (30) days before the date of the meeting, delivered personally or by first-class mail sent to each director al his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7. QUORUM.

At any meeting of the directors, a majority of the duly elected and qualified directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. The directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

8. VOTING.

Each director shall be entitled to one vote. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

9. ORDER OF BUSINESS.

The order of business at all regular meetings of the directors shall be as follows:

1. Roll call;
2. Proof of notice of meeting or waiver of notice;
3. Reading or minutes of preceding meeting;
4. Reports of officers;
5. Reports of committees;
6. Election of officers;
7. Unfinished business; and
8. New business.

10. INFORMAL ACTION BY DIRECTORS.

Unless otherwise provided by law, any action required to be taken at a meeting of the board of directors, or any other action which may be taken at a meeting of the board or directors. may be taken without a meeting if a consent in writing, setting forth the

action so taken, shall be signed by all of the directors.

11. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring on the board for any reason may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

12. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed with or without cause by vote or a majority or the directors in attendance at such meeting of the board.

13. RESIGNATION.

A director may resign at any time by giving written notice to the board or the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

14. COMPENSATION.

No dividend, pecuniary profit or other compensation shall be paid to the directors, as such, for their services. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

15. PRESUMPTION OF ASSENT.

A director of the corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

16. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees, each consisting of one or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the corporation shall be a president, a vice president, a secretary and a treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the corporation to be elected by the directors shall be elected annually at the annual meeting of the directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He or she shall, when present, preside at all meetings of the directors. He or she may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors, any deeds, mortgages, bonds, contracts or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. VICE PRESIDENT.

In the absence of the president or in event of his or her death, inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned to him or her by the president or by the directors.

7. SECRETARY.

The secretary shall keep the minutes of the directors' meetings in one or more books provided for that purpose by law, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian or the corporate records and of the seal of the corporation, keep a register of the post office address of each director which shall be furnished to the secretary by each director, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws, and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

9. OTHER ASSISTANT AND ACTING OFFICERS.

The Board of Directors shall have the power to appoint any person to act as assistant to the Secretary or the Treasurer, or to perform the duties of' such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer so appointed by the Board of Directors shall have the power to perform all duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

10. ADDITIONAL OFFICERS.

Any additional officers and administrative employees not specified above shall have only such authority, duties and responsibilities as shall be specifically authorized and designated by the Board of Directors.

11. SALARIES.

The salaries, if any, of the officers shall be fixed from time to time by the directors solely for the purpose of paying reasonable compensation for services rendered. No dividends, pecuniary profit or part of the net earnings, if any, of the corporation shall inure to the benefit of, or be distributable to, the officers. No officer shall be prevented from receiving a salary by reason of the fact that he is also a director of the corporation.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the directors may select.

ARTICLE VI - FISCAL YEAR

The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE VII - DIVIDENDS

At no time shall any dividend or pecuniary profit be declared or paid to any director or officer of the corporation.

ARTICLE VIII - SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal."

ARTICLE IX- WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any director of the corporation under the provisions of these by-laws or under the provisions or the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X - AMENDMENTS

1. BY-LAWS.

These by-laws may be altered, amended or repealed and new by-laws may be adopted by an affirmative vote of at least a two-thirds majority of all or the directors at any regular directors' meeting or at any special meeting at which a quorum is present when the proposed amendment has been set out in the notice of such meeting.

2. ARTICLES OF INCORPORATION.

The articles of incorporation may be amended by an affirmative vote or at least a two- thirds majority of all of the directors at any regular directors' meeting or at any special meeting at which a quorum is present when the proposed amendment has been set out in the notice of such meeting; provided, however, that no such amendment shall change the original purposes for which the corporation is formed.

Approved this 2nd day of June, 2026 at Cedarburg, Wisconsin.

Donald A. Levy, Director

DECLARATION OF RESTRICTIONS AND ESTABLISHMENT OF BRANDT HIGHLANDS HOME OWNER'S ASSOCIATION INC.

WHEREAS, EBL JOINT VENTURE, referred to as Developer, is the owner of certain lands in the Town of Cedarburg, Ozaukee County, Wisconsin to-wit: containing approximately 24.474 acres, all of which land is depicted and described on Schedule A attached hereto and incorporated by reference herein, and

WHEREAS, Developer is in the process of developing and platting the subject real property to a residential community and contemplates subdividing such property into six (6) individual, quality, single-family residential lots. The general purpose of this Declaration of Restrictions and Establishment of the Brandt Highlands Homeowner's Association Inc. is to manage and maintain the private driveway and stormwater easement area and to promote the harmonious development of Brandt Highlands into a residential community of the highest quality while protecting, preserving and honoring the unique beauty and quality of the environment. Brandt Highlands will become and remain an attractive subdivision, to preserve the wildlife, plants, and wetlands and to ensure the most exclusive privacy of each home site, to protect against the erection of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to ensure the highest and most appealing residential development of the property, to encourage and secure the erection of attractive homes; utilizing the most optimal locations on home sites to promote seclusion and privacy, to prevent haphazard and inharmonious improvement of building sites; to secure and maintain adequate privacy and free spaces between homes, and in general, to provide for a high quality of improvement while being mindful and sensitive to protecting and preserving the natural environment of Brandt Highlands and thereby maintaining and enhancing the values of investments made by purchasers of the lots.

NAME AND RETURN ADDRESS
Attorney Donald A. Levy
Levy & Levy S.C.
N61 W6058 Columbia Road
Cedarburg, WI 53012

NOW THEREFORE, the Developer hereby declares that the real estate described above as Brandt highlands shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

1. **DEFINITION OF TERMS**.
   (a) "Architectural Control Committee" shall mean the officers of the Association appointed or elected in accordance with Section 21 of this Declaration who shall serve as members of the Architectural Control Committee.
   (b) "Association" shall mean the Brandt Highlands Home Owner's Association Inc., a non-profit, non-stock homeowner's association, which is created under this Declaration.
   (c) "attached" shall mean incorporated into the primary dwelling structure with at least one common wall.
   (d) "cars" shall mean standard size automobiles.
   (e) "Developer" shall mean EBL Joint Venture, as well as any successor to EBL Joint Venture.
   (f) "family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit

(g) "Lot" shall mean any Lot as described on the Plat of Brandt Highlands.
(h) "Parcel" shall mean each individual parcel as described on the Plat of Brandt Highlands recorded in the office of the Register of Deeds of Ozaukee County.
(i) "structure" shall mean and include, but not to be limited to, buildings, walls, fences, swimming pools, tennis courts, playground equipment, metal storage sheds, rubbish burners and any other similar items, the construction of which may not necessarily require a building permit.
(j) "subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Town of Cedarburg.
(k) "private driveway" shall remain the private drive driveway serving the individual lots in Brandt Highlands.
(l) "Town" shall mean the Town of Cedarburg, a municipal corporation.

2. **LAND USE AND BUILDING TYPE:**

A. No part or parcel of the premises shall be used for any purpose except for single family residential purposes. No structure shall hereafter be erected, moved or placed on any part or parcel other than a residential dwelling not to exceed two (2 1/2) stories in height on the front elevation, with an attached private garage for at least two (2) cars, and for not more than four (4) cars, (a four car garage may be no wider than a three (3) car garage with one parking bay two (2) cars deep or two (2) cars wide and two (2) cars deep) and other outbuildings incidental to the residential use of the premises. Approval of a four car garage will be granted by Architecural Control Committee on a case by case basis.

Only one single family residence may be constructed on each Lot. No garage, tent, or other improvement (except for the single family residence) shall be used for temporary or permanent living or sleeping for any person, including without limitation, family or guests, without the prior approval of the Architectural Control Committee, which may be granted or withheld in the Architectural Control Committee's sole discretion.

Each Lot owner shall maintain and repair his/her Lot, including without limitation, all open spaces and all front, side, and rear yards, so that the Lot is at all times in good condition and repair and neat in appearance when viewed from any street or other Lot and, if not properly maintained and repaired, the Association may perform such maintenance, repairs and replacements as it deems necessary or appropriate and charge the costs thereof to the Lot owner and levy a Special Assessment for such costs against the Lot.

B. No existing dwelling or other structure heretofore erected and situated upon land outside of the subdivison may be moved onto any parcel of land within this subdivison without the written permission of the Architectural Control Committee as hereinafter designated.

3. **PLANS AND SPECIFICATIONS.** No buildings, main or accessory, fence, wall or other strcuture shall be erected, placed or altered on any parcel until the construction plans and specifications, and a plan showing the location of the proposed structure (collectively, the "Building Plans") shall have been approved by the Architectural Control Committee as to employment and quality of materials, harmony of exterior design with existing structures, as to the effect on the general aesthetics of the area, and as to location with respect to topography, grading, drainage, and finish grading elevations. All plans and specifications shall be drawn by a licensed, professional engineer, architect or other professional or shall be in proper form so as to enable the Architectural Control Committee to ensure compliance with the terms of this Declaration of Restrictions. The Architectural Control Committee shall be provided with an adequate grading plan and erosion

control plan showing existing and proposed slopes, grades, drainage, and drainage patterns. Approval shall be as provided in section 7(E) hereof. The Architectural Control Committee may require a drainage design and pattern that will not necessarily follow property boundaries but will be designed to facilitate the overall drainage of Brandt Highlands and all subsequent phases of the subdivision.

4. **BUILDING SIZE AND TYPE**. Dwellings erected in said Brandt Highlands shall be single family residences and contain no less than the following schedule of area at first floor level, at perimeter of base, exclusive of porches, garages, bays, patios, breezeways, etc., that is to say: A.) Not less than two thousand two hundred (2,200) square feet in the case of a one story dwelling; B.) Not less than one thousand, three hundred (1,300) square feet in the case of a two story dwelling, or one and one-half story dwelling on the first floor level, and a total minimum of two thousand two hundred (2,400) square feet in the residence; and C.) split-level homes allowed only upon individual review and approval by the Architectural Control Committee. The square footage requirements may be reduced by a maximum of of Fifteen Percent (15%) upon majority approval by the Architectural Control Committee. Garage door(s), soffits, fascia, and cladding on windows may be man-made materials subject to Architectural Control Committee approval. All other exterior siding or facing must consist of brick, stone, or beveled cedar siding. Cedar shingles are not allowed except in gables and with Architectural Control Committee approval. Horizontally applied fiber cement siding or LP siding and trim with wood grain look, and Miratec textured treated exterior composite or "Real Trim" or equivalent for trim is also allowed. As an exception to the above siding requirements, aluminum, vinyl or steel siding may be used if 20% of the siding area on the front elevation (excluding doors and windows in the calculations) of home is brick stone or cultured stone. Other materials may also be approved on a case by case basis with the approval of the Architectural Control Committee; it being anticipated that new materials will be available in the future. D.) Various houses constructed within Brandt Highlands shall not be limited to a single architectural style. Building plans for each home shall be subject to review by the Architectural Control Committee to confirm, in addition to any other items referred to in these restrictions, that each portion of the home will exhibit uniform architectural style and material at all elevations. The Architectural Control Committee shall further review the plans for each home in Brandt Highlands for uniformity and authenticity of architectural style. The Architectural Control Committee shall have the authority to require modifications to plans for homes to be constructed in Brandt Highlands to ensure compliance with the terms of this article as well as any other requirements of these restrictions.

5. **MAINTENANCE OF ROADWAY AND ADJOINING PROPERTY**. It shall be the responsibility of each Lot owner to repair any damage to and remove any debris from the private driveway of said subdivison caused by the owner's general contractor or subcontractors. Each Lot buyer must use only their Lot for construction purposes; any damage to adjoining Lots by construction trucks or equipment will be charged to Lot buyer. Contractors are not permitted to trespass on adjoining property.

6. **NUISANCE**. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No noxious odors shall be permitted to escape from any home, Lot or building site and no activity which is, or may become a nuisance or which creates unusually loud sounds or noises shall be permitted on any home, Lot or building site. Trash, garbage or other wastes shall not be kept except in a sanitary container which shall be properly screened from public view

7. **BUILDING COMPLETION AND GRADING, LANDSCAPING: TEMPORARY STRUCTURES.**

A. **STRUCTURE COMPLETION.** No structure shall remain uncompleted for more than one year from the date of commencement of construction. Within three months of the date of completion or occupancy, whichever is earlier, the exterior of the building shall be sealed, stained, or painted.

B. **ROUGH GRADING.** Rough grading of the surface of any parcel of land in said Brandt Highlands, upon which any building shall be constructed, shall be completed before said building may be occupied, except that in the case of construction commenced after September 1st, rough grading must be completed within forty (40) days after ground has thawed or prior to occupancy, whichever is later, unless extended in writing by developer.

C. **FINE GRADING AND LANDSCAPING.** Within one year from date of completion or occupancy, whichever occurs first, of any building on a Lot within Brandt Highlands, the surface of such Lot shall be finally graded to meet master grade requirements, and the lawn area of such Lot shall be seeded or sodded by the Lot owner all in accordance with the approved landscape plan, at his/her expense.

D. **LANDSCAPE PLAN.** A landscape plan prepared by a qualified person or firm showing the proposed landscape plansubdivison of the entire Lot shall be submitted to the Architectural Control Committee for written approval at the same time as the Building Plan. Written approval by the Architectural Control Committee must be obtained before commencement of landscape improvements. Arrangements shall be made for adequate surface drainage so the runoff water does not cause a problem for adjoining Lots or their driveway.Each Lot owner shalll provide for grass seeding or sodding in accordance with the approved landscape plan. Notwithstanding anything herein to the contrary, the Architectural Control Committeemay grant variances, in writing, to professional builders who are building for sale and not under contract.

E. **OUTBUILDINGS, OTHER STRUCTURES AND TEMPORARY STRUCTURES.** Outbuildings, whether of a temporary or permanent nature, shall be approved by the Architectural Control Committee and shall be consistent with the design and materials of the principal structure. No structure of a temporary character (including by way of description and not by way of limitation, trailer, basement, tent, shack, storage shed, garage, barn or other outbuilding) shall be placed on or used on any parcel within said Brand Highlands at any time without the plans, specifications and location therefor having been first submitted to and approved in writing by the Architectural Control Committee. In the event that the Architectural Control Committee does not approve or disapprove the plans and specifications referred to in this paragraph in writing within forty-five (45) days following receipt thereof, the said plans and specifications shall be deemed to have been disapproved by the Architectural Control Committee.

8. **OUTSIDE STORAGE.** Personal property shall not be stored outside on premises.

A. **RECREATIONAL ITEMS.** Boats, snowmobiles, motorcycles, all-terrain vehicles, recreational vehicles, trailers or other items of personally shall not be stored outside on the premises.

B. **COMMERCIAL VEHICLES.** The outside storage or parking of commercial vehicles is expressly prohibited and any such vehicle shall be housed in a garage.

C. **MECHANICAL EQUIPMENT**. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be

shielded in such a manner as to minimize noise and safety concerns and shall be approved by the Architectural Control Committee.

9. **EASEMENTS**. No permanent building or structure shall occupy any of the area dedicated upon the plat for utility or driveway easements. Plantings within the utility easement are subject to removal upon determination of utility holding easement rights. All drainage easements may not be filled or elevation changed.

10. **ANTENNA, SATELLITE DISHES, SOLAR COLLECTORS.** No external television antenna or similar aerial collectors shall be erected or installed in Brandt Highlands without the prior approval of the Architectural Control Committee. No satellite dishes larger than 36 inches in diameter will be allowed. Any larger satellite dish, any additional satellite dishes and the location of any satellite dishes shall require the approval of the Architectural Control Committee.

11. **DRIVEWAYS**. Each Lot shall be improved by the Lot owner with a traffic bond driveway extending from the gravel edge of the private driveway to the garage and shall conform to Town of Cedarburg standards and the cost shall be borne solely by the owners of ech Lots. Within two years from the date of occupancy the approach between the Lot line and the private driveway shall be paved with asphalt. Notwithstanding the foregoing, a Lot owner may use other materials such as asphalt, concrete or stamped concrete or paving store or brick for decorative purposes on the driveway, if approved in advance by the Architectural Control Committee. A plot plan showing the location of the driveway shall be submitted to the Architectural Control Committee for its prior approval.

12. **MAINTENANCE**. Each owner of a parcel shall maintain, at his own expense, buildings, improvements and landscaping in good repair and a clean condition, including without limitation, the mowing of lawns, trimming of plants, re-painting and repair of structures, repairing of driveway and walk surfaces and such other measures so as to maintain a clean and orderly environment among the parcels subject to this Declaration, and in accordance with the declared general purposes of the Declarations. There shall be no brush piles, trash or unnatural accumulations of debris stored, accumulated or located on the parcels herein before described. In the event a Lot owner fails to mow and maintain his property, the Architectural Control Committee may cause such maintenance to be performed and charges therefore shall be a lien against the property in favor of the Association or its assigns.

13. **ACTIVITY SALES**. No more than one (1) garage, rummage or similar sale shall be conducted on any Lot in any one (1) twelve (12) month period and the duration thereof shall not exceed three (3) days.

14. **SIGNS**. No sign of any kind shall be displayed to the public view on any Lot except two professional signs of not more than a total area of two (2) square feet each, or one sign of not more than a total area of six (6) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten (10) feet from any side or rear Lot lines.

15. **UNDERGROUND WIRING**. Any telephone, electrical, cable or other utility wiring installed in, on or about subject premises, shall be installed underground only.

16. **ROOFING MATERIALS AND ROOF PITCH**. All roofs installed on a principle structure or garage shall consist of wood, steel, tile or three dimensional asphalt or fiberglass shingles. Dimensional

shingles must be approved by the Architectural Control Committee. Minimum roof pitch for the main portion of the home and garage shall be 8 foot vertical to 12 foot horizontial. A lesser pitch may be allowed on the rear of a home by the Architectural Control Committee on a case by case basis.

17. **LOT MAINTENANCE PRIOR TO CONSTRUCTION**. Lot owners shall be responsible to maintain their property in a reasonably neat appearance prior to the commencement of construction. If the Architectural Control Committee determines, in its sole discretion, that such maintenance is not being performed the Architectural Control Committee may cause such maintenance to be performed and the Lot owner shall be liable for the cost of such maintenance.

18. **FENCES AND OUTBUILDINGS**. Fences and outbuildings shall require prior approval of the Architectural Control Committee. The design, location, construction materials and size and height of fences and outbuildings shall be considered and the Architectural Control Committee may grant or withhold their approval of the same in their sole discretion.

19. **REZONED, SUBDIVIDED OR DIVIDED.** No portion of Brandt Highlands shall be rezoned, subdivided, or divided without the written consent of the Architectural Control Committee.

20. **PRIVATE DRIVEWAY.** The Developer has caused to be conveyed to the Assocation, the private driveway and stormwater easement area shown on Schedule "A". The Assocation shall be resonsible for the repair, maintenance, upkeep and replacement of said the private driveway and stormwater easement consistent with good practice and in compliance with the attached Private Driveway Agreement. Any costs so incurred shall be the responsibility of the Assocation, including any special assessments as provided herein.

21. **HOME OWNER'S ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

A. **ESTABLISHMENT OF ASSOCIATION.** The Developer shall cause the Assocation to be established as a Wisconsin non-profit corporation with the Wisconsin Department of Financial Institutions.

B. **MEMBERSHIP.** Every Lot owner within Brandt Highlands shall be entitled, required, and deemed to be a member of the Association and shall be entitled to all the rights and privileges and subject to all of the obligations associated with such membership. If title to a Lot is held by more than one person, each of the persons shall be members; however, each Lot shall be entitled to one vote only. An owner of more than one Lot shall be entitled to one membership for each Lot owned by him/her. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of this Lot. No person or entity other than an owner or the Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may be assigned to a mortgagee as further security for a loan secured by a lien on a Lot.

C. **DEVELOPER CONTROL.** Until sixty (60) days after all Lots have been conveyed to purchasers by Developer, the Developer or persons authorized by it may appoint and remove the members of the board of directors and the officers of the Association and exercise the powers and responsibilities otherwise assigned by this Declaration of Restrictions to the Association and its officers.

D. **MEMBERSHIP ELECTION OF BOARD.** There shall be no formal meetings of the Association until such time as the Declarant's control of the Association, Board of Directors of the Association and the Architectural Control Committee has been terminated in accordance with these Deed Restrictions and the bylaws of the Association, except as otherwise determined by the Developer or if requested by the owners of one fourth or more of the votes entitled to be cast by the membership of the Association. Thereafter, not later than sixty (60) days after expiration of any period of control by the Developer, the members of the Association shall meet and Lot owners shall elect all members of the board of directors of the Association. Said board of directors shall also constitute the Architectural Control Committee. The corporation shall have a President, Vice-President, Secretary and Treasurer whose duties and/or responsibilities shall be consistent with their respective offices. The officers and directors may constitute the Architectural Control Committee.

E. **VOTING BY MEMBERS.** The members of the Association shall be all Lot owners including the Developer and they shall be entitled to one vote for each Lot owned. The vote for each Lot shall be exercised as the members determine, but in no event shall more than one vote be cast with respect to any Lot. There can be no split vote.

F. **NOTICES OF AND QUORUMS FOR MEETINGS.** Written notice of meetings of the members of the Association shall be mailed to members at their homes not less than 10 days, but not more than 30 days prior to meetings of the membership. A quorum shall be a majority of the membership; provided, however, in the event such majority is not in attendance at such meeting at the time stated in the notice of the meeting for the meeting to commence, the meeting may be adjourned for up to one hour. If at that time a majority of the membership is not in attendance, the members in attendance shall be deemed to constitute a quorum and all actions taken at such meeting shall be effective and binding upon the Association and all members of the Association, provided that all other procedures comply with the organizational documents of the Association and any applicable law .

G. **COVENANT FOR ASSESSMENTS**. The Developer, for each Lot owned by it, hereby covenants, and each owner of any Lot by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association such sums as may be properly assessed for the purposes provided in this Declaration of Restrictions if required to fulfill its obligations under this Declaration of Restrictions.

The assessments levied by the Association shall be used exclusively to pay for the maintenance of the Association maintained private driveway and the stormwater easement area.

The board of directors of the Association shall fix the annual assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action as authorized under the above paragraph shall be sent to all members and any mortgagee who shall request such notice in writing not less than ten (10) days nor more than thirty (30) days in advance of the meeting. For so long as the Developer owns any Lots, in Brandt Highlands subdivision, the Developer shall solely determine the amount of the assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

The first annual assessment for a Lot shall be payable at closing of the initial purchase of a Lot from the Developer. The board of directors shall fix the amount of the annual assessment against each unit at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

All sums assessed to any Lot pursuant to this paragraph together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association.To evidence a lien for sums assessed pursuant to this paragraph, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the Lot and a description of the Lot. Such a notice shall be signed by an officer of the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Ozaukee County, Wisconsin, within two years after the assessment becomes due. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner as mortgages on real property are foreclosed in Wisconsin. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the owner thereof.

A release of lien shall be executed by the Association and recorded in Ozaukee County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

Any assessment not paid within 15 days after the due date shall bear interest from the due date at such rate as may from time to time be fixed by the Association but in no event at a rate greater than permitted by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

A Lot owner shall have no right to vote at any meeting of the Association during all the time that an assessment against his Lot is unpaid for more than 15 days.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any unit shall not affect the assessment lien. The sale of a unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments upon confirmation of the foreclosure sale and final

distribution of all of the proceeds of the sale. As to payments which became due prior to the date of such sale, such unpaid assessments shall be deemed to be common expenses collectible from all of the Lot owners other than the foreclosure sale purchaser, his successor and assigns. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

H. **RELATION TO BYLAWS.** The provisions of this paragraph may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

22. **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.** The Association, subject to the rights of the owners set forth in this Declaration of Restrictions, shall be responsible for the inspection, rebuilding, replacing, maintenance, upkeep, construction, improvement and snow plowing of the private driveway and stormwater easement area, including the subdivision signs and such other matters pertaining to any improvements within the subdivision as the board of directors shall determine. The Association may obtain and pay for the services of any person or entity to carry out the maintenance responsibilities described herein.

23. **ARCHITECTURAL CONTROL COMMITTEE**

A. **MEMBERSHIP**. So long as the Developer owns any Lots in Brandt Highlands, the Developer shall solely determine the amount of assessment of any of the Lots in the area commonly known as Brandt Highlands and including all phases of said subdivision, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by the Developer. At such time as the Developer no longer owns any of said land, the Architectural Control Committee shall consist of three (3) Lot owners elected by the membership with the owner(s) of each Lot getting one vote per Lot. Members of the committee shall serve for three (3) years or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the office of the Register of Deeds for Ozaukee County.

B. **PROCEDURES AND JURISDICTION ON MATTERS COMING BEFORE THE ARCHITECTURAL CONTROL COMMITTEE**. The vote of the majority of the members of the Architectural Control Committee shall be the controlling vote and shall be construed to be the vote of the entire committee. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within sixty (60) days after three (3) identical sets of plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as herein required by Section 4 hereof only; all other provisions of these restrictions to have full force and effect. Action by said committee shall be final and conclusive as to persons then or thereafter owning lands in said subdivison. The Architectural Control Committee shall have exclusive jurisdiction to determine whether the area requirements of a one-story building or a two-story building apply to a particular proposed structure and shall likewise have the power, in its exclusive judgment and discretion to reduce the foregoing minimum requirements as to area, at finish grade elevation by not more than fifteen percent (15%) of the area hereinbefore specified. Any such action by such committee shall be final and conclusive.

24. **SPECIAL BUILDING LIMITS FOR ALL LOTS**. The boundaries of building envelope for all Lots in Brandt Highlands are shown on the final plat. These boundaries define the outer limits that are permitted for construction of a house. In the event the developer determines such limits are appropriate for subsequent phases of the subdivision and denotes such limits on the plats for those phases, such limits shall be similarly binding upon the owners of those Lots.

25. **FILLING RESTRICTIONS**. All Lot owners are required to cause the grading on their Lot to comply with the master site grading plan which is on file with the Town of Cedarburg. There shall be no filling within preserved woodlands or on steep slopes.

26. **CONSTRUCTION DEPOSIT**. At the time of closing on a lot, a construction deposit in the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) ("Construction Deposit") shall be collected from the buyer and held in an escrow account by seller. This Construction Deposit is required to assure compliance with the terms and conditions of the Deed Restrictions, particularly those which deal with contractor cleanup, lawn damage, damage to street curbs, gutters or sidewalks, and that the lot owner and its contractors will take adequate measures to protect the street trees during the construction and landscape process. In the event the owner is unable to obtain compliance of its contractors rendering cleanup, installation, repair or replacement necessary by the seller, such costs will be deducted from the Construction Deposit. In the event no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the owner upon completion and first occupancy of the residence or after all landscaping, including retaining walls, is completed, whichever is later, within thirty (30) days of owner's written request.

27. **DURATION AND ENFORCEMENT**

A. The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of twenty-five (25) years from the date this Declaration of Restrictions shall be recorded, after which time this Declaration of Restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the owners of a majority of Lots has been recorded changing said covenants in whole or in part or reducing the term. The restrictions and covenants herein contained may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same.

B. The following persons shall have authority to maintain an action for enforcement of these restrictions and covenants:

1. The Developer, so long as the Developer shall own any Lots or parcels within the subject subdivision or immediately adjacent thereto;

2. The Architectural Control Committee;

3. Any owner of a Lot or parcel in the subject subdivision affected by an alleged violation of these restrictions and covenants.

C. No action shall be commenced to enforce such restrictions or restrain the violation thereof unless such action is commenced within two (2) years after the completion of the building complained of, within two (2) years after the commencement of regulated or prohibited activity, or within two (2) years after the alotted time limit to complete the improvement. Invalidity of any of the covenants or restrictions herein contained by any judgment or court order shall in no way affect any of the provisions herein contained which shall remain in full force and effect. Except the Developer, any person determined to have violated these restrictions and covenants shall be liable for all costs of enforcement, including reasonable, actual attorney fees to the person or persons incurring same.

28. **LOCAL ORDINANCES**. All Lots shall be subject to all statutes, ordinances, zoning laws and other restrictions of the Town of Cedarburg, U.S. Army Corps of Engineers, Ozaukee County and the State of Wisconsin applicable thereto. In the event of any conflict between these restrictions and any statutes, ordinances or municipal regulations, compliance with the more restrictive provisions shall be required.

29. **FAILURE TO ENFORCE NOT WAIVER.** Failure of the Association to enforce any provision contained herein shall not be deemed a waiver of the Association's right to enforce this Declaration in the event of a subsequent default violation.

30. **RIGHT TO ENTER.** The Association shall have the right to enter upon any Lot for the purpose of ascertaining whether the Lot Owner of said Lot is complying with this Declaration, and if the Association so elects under this Declaration for the Purpose of performing obligations hereunder on behalf of a party in default hereof.

31. **RIGHT TO VARY.** The Developer may, in its sole discretion, grant variances from the strict application of this Declaration where strict application of any provision would result in exceptional or undue hardship to the Lot Owner of any Lot, or where otherwise deemed appropriate by the Developer. No variance may be granted which would conflict with any applicable zoning requirement or other ordinance.

32. **LIABILITY OF DEVELOPER.** Each lot owner acknowledges and agrees that the Developer, in its capacity as the Developer of the Subdivision and in its capacity in controlling the Association and the Architectural Control Committee prior to Developer's turnover of control of the Association and the Architectural Control Committee to the Lot Owners, shall have no liability for any decisions made by it so long as such decisions are made reasonable and made in good faith and do not violate any laws. Once the Developer has turned over control of the Association and Architectural Control Committee to the Lot owners, the Developer shall hereafter have no liability whatsoever for any actions taken or not taken by the Association or the Architectural Control Committee. In no event shall Developer be liable for any costs, damages, expenses, fees, fines or losses incurred by or on behalf of the Association, the Architectural Control Committee or the Lot owners or for any damages shortfalls or losses Architectural Control Committee incurred or realized by or on behalf of the Lot owners or for any deficits or shortfalls incurred or realized by or on behalf of the Association, the Architectural Control Committee or the Lot owners in connection with the Subdivision or this Declaration

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

34. **AMENDMENT**. Any of foregoing restrictions' protections, covenants, charges or provisions may be annulled, waived, changed modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least sixty percent (60%) of the Lots and with the consent of the Developer as long as the Developer shall own any of the land in said subdivison.

35. **INTERPRETATION.** This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned has executed this agreement this 2nd day of June, 2026.

EBL JOINT VENTURE

BY: Donald A Levy
Donald A. Levy , Manager

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

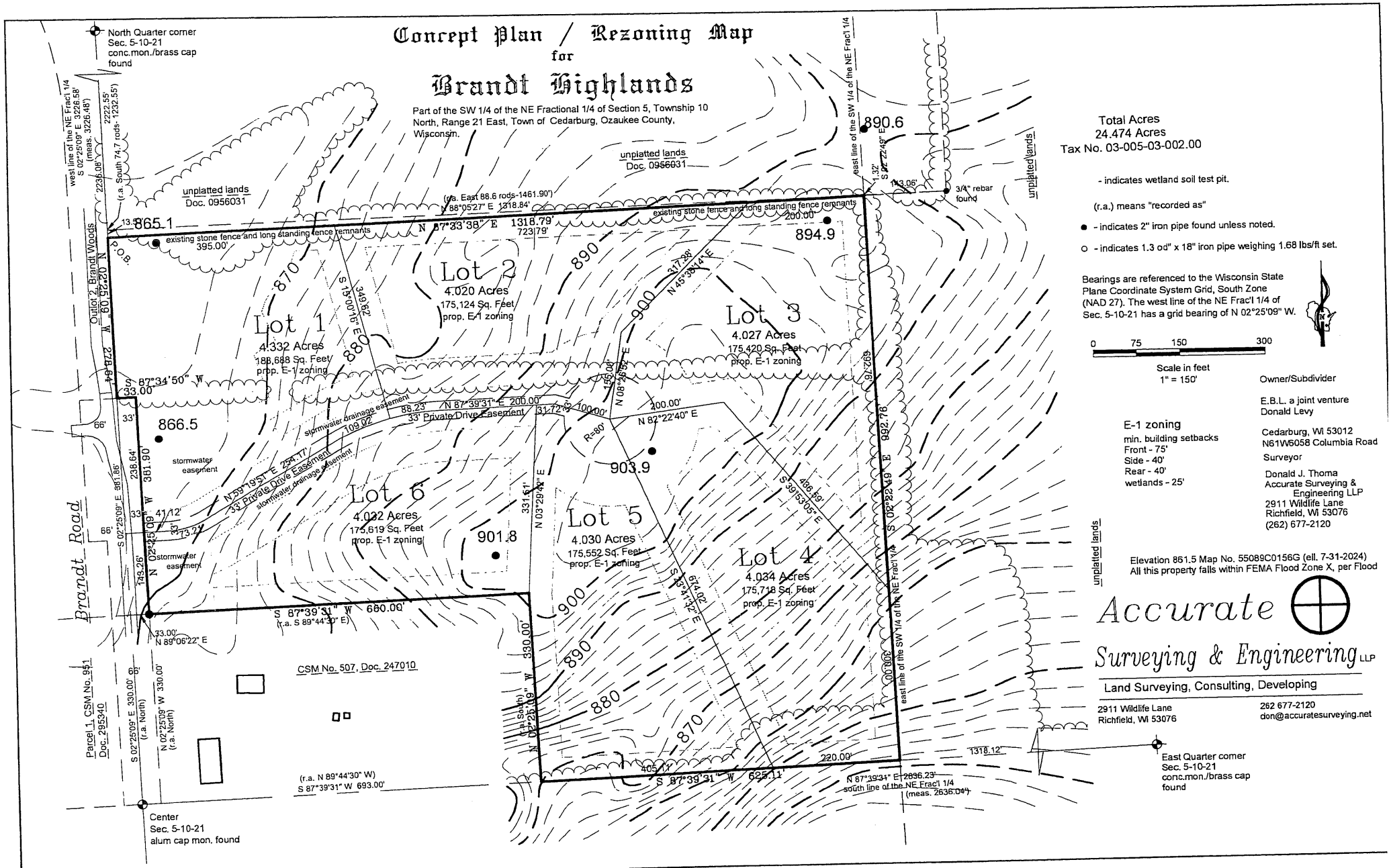
Personally came before me this 2nd day of June, 2026, the above named Donald A. Levy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

HEATHER M. KELLER NOTARY PUBLIC STATE OF WISCONSIN

Heather M. Keller
Heather M. Keller
Notary Public, State of Wisconsin
My commission: 11/14/2027

This instrument was drafted by
Attorney Donald A. Levy
Levy & Levy S.C.
N61 W6058 Columbia Road
Cedarburg, WI 53012
(262) 377-5555

SCHEDULE A


Concept Plan / Rezoning Map
for
Brandt Highlands
Part of the SW 1/4 of the NE Fractional 1/4 of Section 5, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin.
North Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Center
Sec. 5-10-21
alum cap mon. found
East Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Brandt Road
unplatted lands
Doc. 0956031
Outlot 2, Brandt Woods
existing stone fence and long standing fence remnants
Lot 1
4.332 Acres
188,688 Sq. Feet
prop. E-1 zoning
Lot 2
4.020 Acres
175,124 Sq. Feet
prop. E-1 zoning
Lot 3
4.027 Acres
175,420 Sq. Feet
prop. E-1 zoning
Lot 4
4.034 Acres
175,718 Sq. Feet
prop. E-1 zoning
Lot 5
4.030 Acres
175,552 Sq. Feet
prop. E-1 zoning
Lot 6
4.032 Acres
175,619 Sq. Feet
prop. E-1 zoning
33' Private Drive Easement
stormwater drainage easement
stormwater easement
CSM No. 507, Doc. 247010
Parcel 1 CSM No. 951
Doc. 295340
866.5
865.1
890.6
894.9
903.9
901.8
N 87°33'38" E 1318.79'
723.79'
S 87°39'31" W 660.00'
N 87°39'31" E 2636.23'
south line of the NE Frac'l 1/4
(meas. 2636.04')
S 87°39'31" W 625.11'
east line of the SW 1/4 of the NE Frac'l 1/4
west line of the NE Frac'l 1/4
S 02°25'09" E 3226.58'
(meas. 3226.48')
Total Acres
24.474 Acres
Tax No. 03-005-03-002.00
- indicates wetland soil test pit.
(r.a.) means "recorded as"
● - indicates 2" iron pipe found unless noted.
○ - indicates 1.3 od" x 18" iron pipe weighing 1.68 lbs/ft set.
Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone (NAD 27). The west line of the NE Frac'l 1/4 of Sec. 5-10-21 has a grid bearing of N 02°25'09" W.
0 75 150 300
Scale in feet
1" = 150'
E-1 zoning
min. building setbacks
Front - 75'
Side - 40'
Rear - 40'
wetlands - 25'
Owner/Subdivider
E.B.L. a joint venture
Donald Levy
Cedarburg, WI 53012
N61W6058 Columbia Road
Surveyor
Donald J. Thoma
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
(262) 677-2120
Elevation 861.5 Map No. 55089C0156G (eff. 7-31-2024)
All this property falls within FEMA Flood Zone X, per Flood
Accurate
Surveying & Engineering LLP
Land Surveying, Consulting, Developing
2911 Wildlife Lane
Richfield, WI 53076
262 677-2120
don@accuratesurveying.net

EASEMENT AND PRIVATE DRIVE AGREEMENT

NAME AND RETURN ADDRESS
Donald A. Levy
Levy & Levy S.C.
N61 W6058 Columbia Road
Cedarburg, WI 53012
Parcel: 03-005-03-002.00

WHEREAS, EBL Joint Venture ("Developer") is the owner of the property described as Lots 1, 2, 3, 4, 5, and 6 of Brandt Highlands Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin, as depicted on Schedule "A" attached hereto, and made a part hereof;

WHEREAS, Lots 1, 2, 3, 4, 5, and 6, of Brandt Highlands Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin may be referred to herein individually as "Lot" and collectively as "Lots";

WHEREAS, Developer desires to create a private driveway over and across the area described as "Private Drive" on the Plat attached hereto as Schedule A; (hereinafter referred to as "Private Drive");

WHEREAS, Developer intends to convey said Private Drive to the Brandt Highlands Home Owner's Association Inc. (hereinafter referred to as "Brandt Highlands HOA") to own and maintain said Private Drive for the benefit of the owners of the Lots in the Brandt Highlands subdivision.

NOW THEREFORE, the following permanent easement is created and the following restrictions are hereby imposed upon the Lots and lands subject to this Agreement:

1. Grant of Easement

Developer hereby grants an easement ("Easement") for ingress and egress over and across the area depicted as Private Drive on the Plat attached hereto as Schedule A for the benefit of the owners of the Lots 1, 2, 3, 4, 5, and 6 of Brandt Highlands Subdivision, their successors and assigns.

2. Purpose of Easement

The Easement shall be used for a Private Drive and utility purposes only. The Easement may also be used by emergency and other public vehicles for public services, emergencies, fires, and similar events. It is intended that the Private Drive shall permit year-round access for vehicles and foot traffic to and from Brandt Road (i.e. the public road).

3. Maintenance and Repair

Brandt Highlands HOA shall maintain the Private Drive in a useable state of repair. It shall be responsible for the cost of replacement, maintenance, snow removal, repair, upkeep, insurance and other items that may be reasonably necessary. All costs incurred by virtue of the foregoing shall be assessed in accordance with the provisions of the Declaration of Restrictions as established by Brandt Highlands HOA.

4. Arbitration

In the event of any disagreement regarding the foregoing, excluding non-reimbursement, the owners, or either of them, shall request the Chief Judge of Ozaukee County to appoint an arbitrator whose decision shall be binding. Arbitration shall proceed in accordance with the provisions of Chapter 788 of the Wisconsin Statutes. The owners shall equally bear all arbitration costs. If an arbitration is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

5. No Obstruction

No vehicle shall be parked on or within said Private Drive, nor shall any impediment be placed, stored, or maintained thereon. It is the intent that the Private Drive shall remain free and clear to allow the owner of each Lot (and his or her invitees) to have full, unimpeded access to their respective Lots and the individual driveways which branch off. No person shall in any way prohibit, restrict, limit or in any matter interfere with normal ingress and egress and use of the Private Drive.

6. Town Rights

Brandt Highlands HOA, its successors, and any and all future owners of any Lot shall indemnify, save and hold Cedarburg Township, its officers, agents and employees harmless from and against any and all claims, causes of action, costs, or damages for personal injury and/or property damages arising out of or related to the use of the Private Drive, or the failure to properly construct, maintain, repair, and/or install the appurtenance thereto. The owners of all Lots benefited by the Private Drive shall be jointly and severally liable and responsible for maintaining the entire length of the Private Drive and to maintain the same in full compliance with the Town of Cedarburg Code of Ordinances ("Town Code") requirements and standards. This Agreement may also be enforceable by the Town of Cedarburg Board of Supervisors ("Town Board"). If the Private Drive is not maintained to the requirements of the Town Code, the owners of the Lots utilizing or benefited by the Private Drive shall be deemed, by the recording of this Agreement, to have petitioned for the creation of a special assessment district by the Town Board to maintain or upgrade the Private Drive within the Easement. Alternately, the Town Board, at its sole discretion and option, but without any obligation to do so, can improve and maintain the Private Drive so that it meets the requirements of the Town Code, and the Town Board can charge and special assess the owners of each Lot who utilize or are benefited by the Private Drive for the reasonable costs of maintenance or improvement thereof, with all such costs secured by either placing a lien on the benefited Lot(s) or by placing the costs on the tax roll for the Lots.

7. Enforcement

The Town Board and Brandt Highlands HOA shall each have the right, but no obligation, to enforce the restrictions and provisions of this Agreement by filing a lawsuit in the Ozaukee County Circuit Court or other court having jurisdiction at the time. Any person who seeks to enforce any provision of this Agreement prevails in court in whole or in part, that person as the prevailing party shall be awarded its, his or her actual attorney fees and costs. In no event, however,shall attorney's fees or costs be assessed against the Town Board.

8. Amendment

No restriction or requirement contained in this Agreement shall be amended to lessen a requirement or standard contained herein except in a recordable writing signed by all of the then-owners of all Lots

and also by the Town Board of Supervisors of Cedarburg (or its successor municipality). This Agreement can be amended to add additional restrictions and covenants by the recording of a document signed by Brandt Highlands HOA, so long as any such amendment does not attempt to remove, lessen or negate any of the restrictions containedherein which are based upon Cedarburg Township ordinance requirements or any Township approvals for the Private Drive.

9. Covenants

The Easement and restrictions, terms and conditions of this Agreement shall permanently run with the land described herein and shall bind Brandt Highlands HOA, all future owners of the Lots, their heirs, assigns, and successors, and shall be deemed running with the land. The Easement and restrictions, terms and conditions of this Agreement shall be in addition to any existing deed restrictions, declarations, and covenants of record binding the Lots (if any) and shall in no way lessen, negate or alter any existing deed restrictions, declarations, or covenants of record.

10. Private Drive

The Private Drive covered by this Agreement is private and is not required to be maintained by the Town of Cedarburg. No public funds of the Town of Cedarburg shall be used to build, repair or maintain such driveway.

11. Indemnity and Hold Harmless

All Lot owners agree to indemnify and hold the other owner(s) harmless from and against any and all liability, lawsuits, actions, claims, costs, damages and expenses of every kind and description, including court costs and attorney fees, for claims of any character including liability and expenses in connection with the loss of life, personal injury or damage to property brought because of any injuries or damages received or sustained by any person persons or property, on account of or arising out of the legal use of the Private Drive by any permitted user.

12. Non-use

Any non-use or limited use of the Private Drive or rights granted in this Agreement shall not prevent a Lot owner from later use of the Private Drive or rights to the fullest extent authorized in this Agreement.

13. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

14. Entire Agreement

This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin.

15. Invalidity

If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. No Public Dedication

Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement property granted under this Agreement to the general public or for any public purpose whatsoever.

This easement shall bind the successors and assigns of all parties named.

IN WITNESS WHEREOF, this instrument has been signed and sealed this 2nd day of June, 2026.

EBL JOINT VENTURE, DEVELOPER

Donald A Levy

By: Donald A Levy, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 2nd day of June, 2026, the above-named Donald A. Levy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

HEATHER M. KELLER NOTARY PUBLIC STATE OF WISCONSIN

Heather M. Keller

* Heather M. Keller

Notary Public, State of Wisconsin

My commission: 11/14/2027

BRANDT HIGHLANDS
HOME OWNER'S ASSOCIATION, INC.

Donald A Levy

By: Donald A. Levy, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 2nd day of June, 2026, the above-named Donald A. Levy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

HEATHER M. KELLER NOTARY PUBLIC STATE OF WISCONSIN

Heather M. Keller

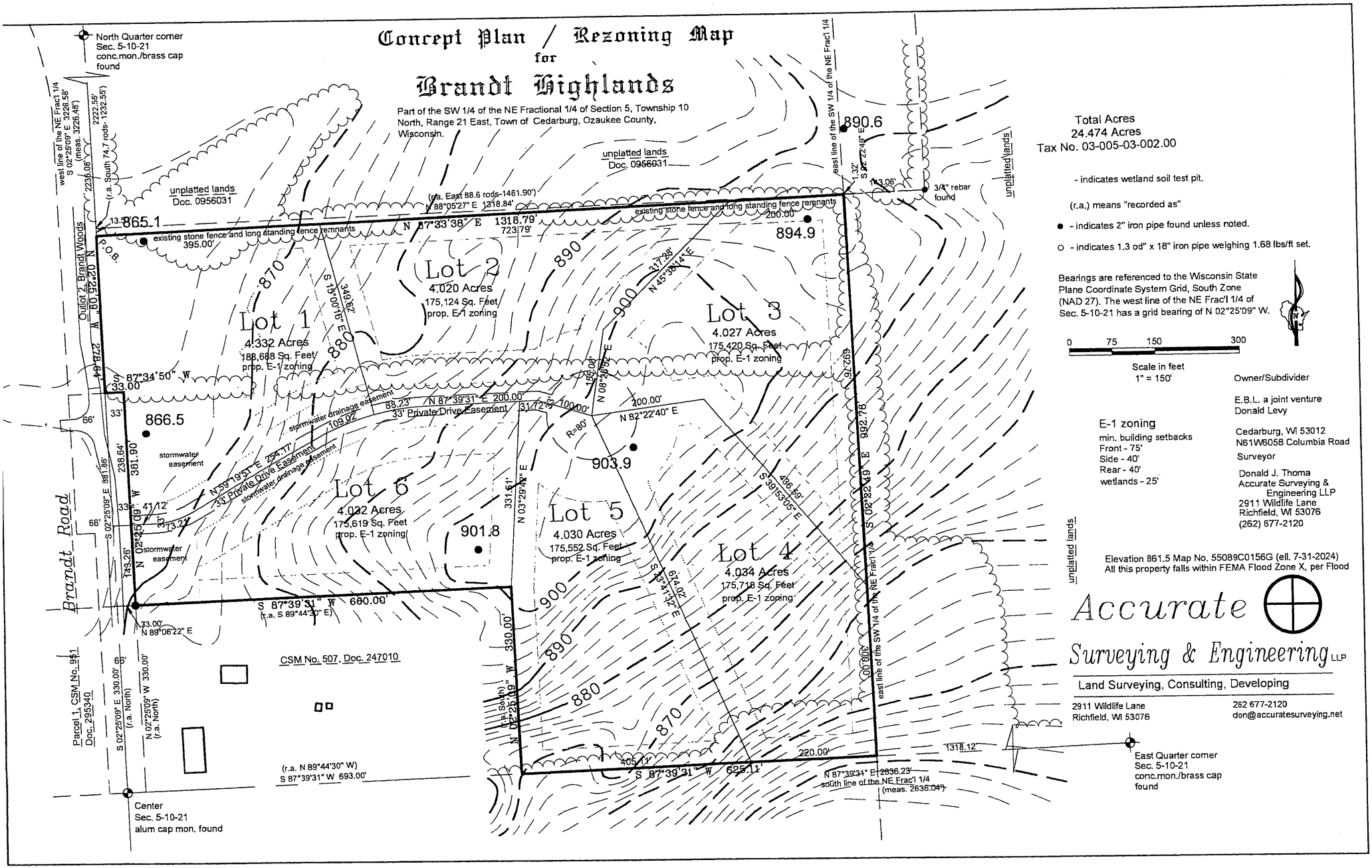
* Heather M. Keller

Notary Public, State of Wisconsin

My commission: 11/14/2027

This instrument was drafted by:
Attorney Donald A. Levy, Levy & Levy S.C.
N61 W6048 Columbia Road
Cedarburg, Wisconsin 53012
(262) 377-5555

SCHEDULE A


Concept Plan / Rezoning Map
for
Brandt Highlands
Part of the SW 1/4 of the NE Fractional 1/4 of Section 5, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin.
North Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Center
Sec. 5-10-21
alum cap mon. found
East Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Lot 1
4.332 Acres
188,688 Sq. Feet
prop. E-1 zoning
Lot 2
4.020 Acres
175,124 Sq. Feet
prop. E-1 zoning
Lot 3
4.027 Acres
175,420 Sq. Feet
prop. E-1 zoning
Lot 4
4.034 Acres
175,718 Sq. Feet
prop. E-1 zoning
Lot 5
4.030 Acres
175,552 Sq. Feet
prop. E-1 zoning
Lot 6
4.032 Acres
175,619 Sq. Feet
prop. E-1 zoning
unplatted lands
Doc. 0956031
existing stone fence and long standing fence remnants
33' Private Drive Easement
stormwater drainage easement
stormwater easement
CSM No. 507, Doc. 247010
Parcel 1, CSM No. 951
Doc. 295340
Brandt Road
Outlot 2, Brandt Woods
866.5
865.1
890.6
894.9
903.9
901.8
N 87°33'38" E 1318.79'
S 87°39'31" W 660.00'
N 87°39'31" E 200.00'
S 87°39'31" W 625.11'
N 87°39'31" E 2636.23'
south line of the NE Frac'l 1/4
(meas. 2636.04')
Total Acres
24.474 Acres
Tax No. 03-005-03-002.00
- indicates wetland soil test pit.
(r.a.) means "recorded as"
● - indicates 2" iron pipe found unless noted.
o - indicates 1.3 od" x 18" iron pipe weighing 1.68 lbs/ft set.
Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone (NAD 27). The west line of the NE Frac'l 1/4 of Sec. 5-10-21 has a grid bearing of N 02°25'09" W.
0 75 150 300
Scale in feet
1" = 150'
E-1 zoning
min. building setbacks
Front - 75'
Side - 40'
Rear - 40'
wetlands - 25'
Owner/Subdivider
E.B.L. a joint venture
Donald Levy
Cedarburg, WI 53012
N61W6058 Columbia Road
Surveyor
Donald J. Thoma
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
(262) 677-2120
Elevation 861.5 Map No. 55089C0156G (ell. 7-31-2024)
All this property falls within FEMA Flood Zone X, per Flood
Accurate
Surveying & Engineering LLP
Land Surveying, Consulting, Developing
2911 Wildlife Lane
Richfield, WI 53076
262 677-2120
don@accuratesurveying.net

AGREEMENT TO MAINTAIN STORMWATER FACILITIES BY AND BETWEEN THE TOWN OF CEDARBURG AND EBL JOINT VENTURE, AND ITS HEIRS, SUCCESSORS, OR ASSIGNS

NAME AND RETURN ADDRESS
Town Clerk
1293 Washington Avenue
Cedarburg, WI 53012

Parcel:_____

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the Town of Cedarburg. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance and stormwater facilities. The authority to require maintenance and pollution source control is provided in the Town of Cedarburg Post-Construction Stormwater Management Ordinance.

Facility Location and Area Served (Attach Map if Necessary):
See Attached Schedule A

WHEREAS, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the stormwater management goals of the Town of Cedarburg, the Town of Cedarburg and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

1. Implement the stormwater facility maintenance plan on file with the Town of Cedarburg.

2. Implement the stormwater management plan on file with the Town of Cedarburg.

3. Allow the Town Director of Public Works, or designee, to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

4. Undertake corrective actions required by the Town within a reasonable time frame as set by the Director of Public Works or designee.

5. Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by Town staff at Owner's business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

THE TOWN OF CEDARBURG SHALL:

1. Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as Town time and resources permit.
2. Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.

3. Notify the Owner of maintenance problems that require correction.

REMEDIES:

1. If corrective actions required by the Town are not completed within the time set by the Town Director of Public Works, written notice will be sent to the persons who were given notice stating the Town intention to perform such maintenance and bill the owner for all incurred expenses.

2. If at any time the Town determines that the existing system creates any imminent threat to public health or welfare, the Director of Public Works may take immediate measures to remedy said threat. No notice to persons listed in (1), above, shall be required under such circumstances.

3. The owner grants unrestricted authority to the Town for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).

4. The persons listed in (1), above, shall assume all responsibility for the costs of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the Town within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Town will be borne by the parties responsible for said reimbursements.

5. The owner hereby grants to the Town a lien against the above-described property in an amount equal to the cost incurred by the Town of perform the maintenance or repair work as described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all of the citizens of the Town. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title and interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present or future successor interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Town.

Dated this 2nd day of June, 2026.

EBL JOINT VENTURE

By: Donald A Levy, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

On this day and year above personally appeared before me, a Notary Public in and for the State of Wisconsin duly commissioned and sworn, personally appeared Donald A. Levy, to me known to be the Manager of EBL Joint Venture and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation,.

WITNESS my hand and official seal the day and year first above written.

HEATHER M. KELLER NOTARY PUBLIC STATE OF WISCONSIN

Heather M. Keller
* Heather M. Keller
Notary Public, State of Wisconsin
My Commission: 11/14/2027

Dated at Cedarburg, Wisconsin, this _____day of _____, 2026.

TOWN OF CEDARBURG

By:_____

Authorized Agent for the Town of Cedarburg

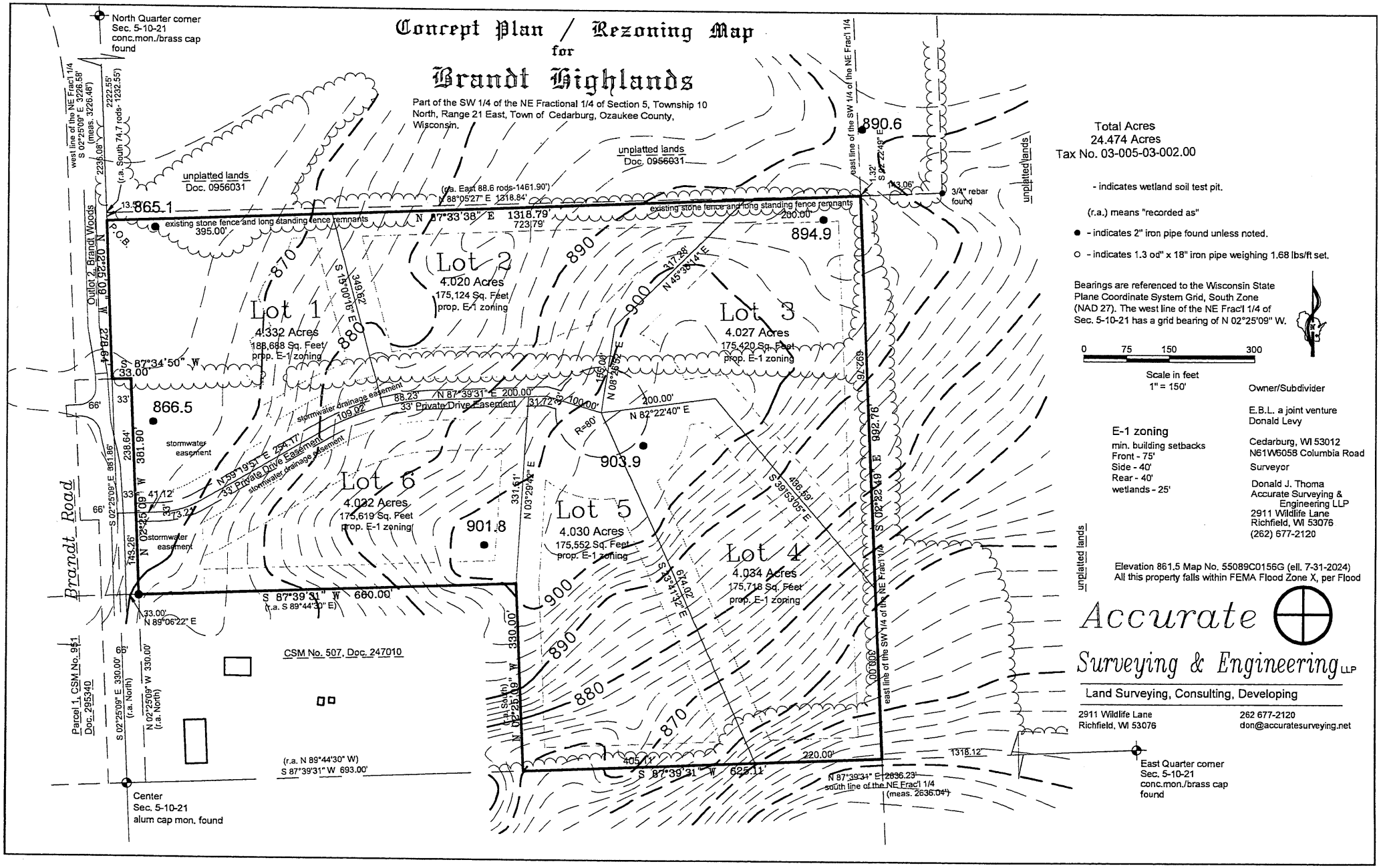
STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

Personally came before me this _____ day of _____, 2026, the above named _____, as the authorized representative of the **Town of Cedarburg,** to me known to be the person who executed the foregoing Approval and to me known to be such officers of the above-named Town and acknowledged that they executed the foregoing instrument as the act of said Town, by its authority.

_____
*
Notary Public, State of Wisconsin
My Commission:_____

This instrument was drafted by: Attorney Donald A. Levy
Levy & Levy S.C., N61W6058 Columbia Road
Cedarburg, Wisconsin 53012
(262) 377-5555

SCHEDULE A


Concept Plan / Rezoning Map
for
Brandt Highlands
Part of the SW 1/4 of the NE Fractional 1/4 of Section 5, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin.
North Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Lot 1
4.332 Acres
188,688 Sq. Feet
prop. E-1 zoning
Lot 2
4.020 Acres
175,124 Sq. Feet
prop. E-1 zoning
Lot 3
4.027 Acres
175,420 Sq. Feet
prop. E-1 zoning
Lot 4
4.034 Acres
175,718 Sq. Feet
prop. E-1 zoning
Lot 5
4.030 Acres
175,552 Sq. Feet
prop. E-1 zoning
Lot 6
4.022 Acres
175,619 Sq. Feet
prop. E-1 zoning
unplatted lands
Doc. 0956031
existing stone fence and long standing fence remnants
33' Private Drive Easement
stormwater drainage easement
stormwater easement
Brandt Road
Outlot 2 Brandt Woods
CSM No. 507, Doc. 247010
Parcel 1, CSM No. 951
Doc. 295340
Center
Sec. 5-10-21
alum cap mon. found
East Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
3/4" rebar found
Total Acres
24.474 Acres
Tax No. 03-005-03-002.00
- indicates wetland soil test pit.
(r.a.) means "recorded as"
● - indicates 2" iron pipe found unless noted.
○ - indicates 1.3 od" x 18" iron pipe weighing 1.68 lbs/ft set.
Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone (NAD 27). The west line of the NE Frac'l 1/4 of Sec. 5-10-21 has a grid bearing of N 02°25'09" W.
0 75 150 300
Scale in feet
1" = 150'
E-1 zoning
min. building setbacks
Front - 75'
Side - 40'
Rear - 40'
wetlands - 25'
Owner/Subdivider
E.B.L. a joint venture
Donald Levy
Cedarburg, WI 53012
N61W6058 Columbia Road
Surveyor
Donald J. Thoma
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
(262) 677-2120
Elevation 861.5 Map No. 55089C0156G (ell. 7-31-2024)
All this property falls within FEMA Flood Zone X, per Flood
Accurate Surveying & Engineering LLP
Land Surveying, Consulting, Developing
2911 Wildlife Lane
Richfield, WI 53076
262 677-2120
don@accuratesurveying.net

The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

RESOLUTION #2026-_____

"Resolution Approving a Major Land Division and Subdivision Development Agreement for Brandt Highlands Subdivision, and Accepting a Roadway Public Improvement"

WHEREAS, the Subdivider is the owner of approximately 24.474 acres of land in the Town located in the Southwest ¼ of the Northeast ¼ of Section 5 and desires to subdivide, improve and develop those certain lands into 6 lots known as the Brandt Highlands Subdivision located in the Town as further described in the attached Subdivision Development Agreement Attachment; and

WHEREAS, Section 236.13(2)(3)(b)(1a) of the Wisconsin State Statutes and Section 184-13-A-2-b of the Town of Cedarburg Municipal Code provides that as a condition of approval, the governing body of a municipality may require that the Subdivider make and install or have made and have installed, public improvements deemed reasonably necessary, and that the Subdivider provide an irrevocable letter of credit, a surety bond, or other security approved by the Town Attorney guaranteeing that the Subdivider will make and install or have made and installed those improvements within a reasonable time; and

WHEREAS, Section 279-6 of the Town of Cedarburg Municipal Code allows for the provision of a private shared driveway(s) that may serve up to a maximum of seven parcels subject to certain restrictions specified in the Code. The Town is not responsible for paving or maintenance of private shared driveways. All officially approved shared driveway agreements shall run with the land and shall be recorded in the Ozaukee County Register of Deeds; and

WHEREAS, All other lands within the subdivision are private, and will be wholly maintained by the Subdivider and/or Lot Owners, including improvements related to stormwater, private driveway, ditches and culverts; and

WHEREAS, the Subdivider has submitted to the Town Board a preliminary plat that was approved by the Town Board on _____, 2026; and

WHEREAS, the Subdivision regulations of the Town of Cedarburg provide that approval of the final subdivision plat shall be conditioned upon the installation of all public improvements with the exception of the upper layer of the road paving/road finishing work, prior to the acceptance of dedication of public roadway improvement, easements etc.; and

WHEREAS, the Town believes that the orderly planned development of Town lands will best promote the health, safety and general welfare of the community; and

WHEREAS, in consideration of the approval by the Town Board of a final plat of the lands described in Schedule "A" and the development thereof, the Subdivider does hereby agree to subdivide and develop said land in accordance with the Town Code of Ordinances and all other laws and regulations governing subdivisions and development, without exception and in particular according to the Subdivision Development Agreement attached hereto and incorporated by reference.

NOW THEREFORE, BE IT RESOLVED that the Town Board of Supervisors in Cedarburg, Wisconsin does hereby approve a major land division and Subdivision Development Agreement for Brandt Highlands Subdivision, and as set forth in said Agreement the Town Board accepts a roadway extension as a public improvement from the Subdivider of Brandt Highlands Subdivision.

Passed and adopted this ___ day of _____, 2026.

_____

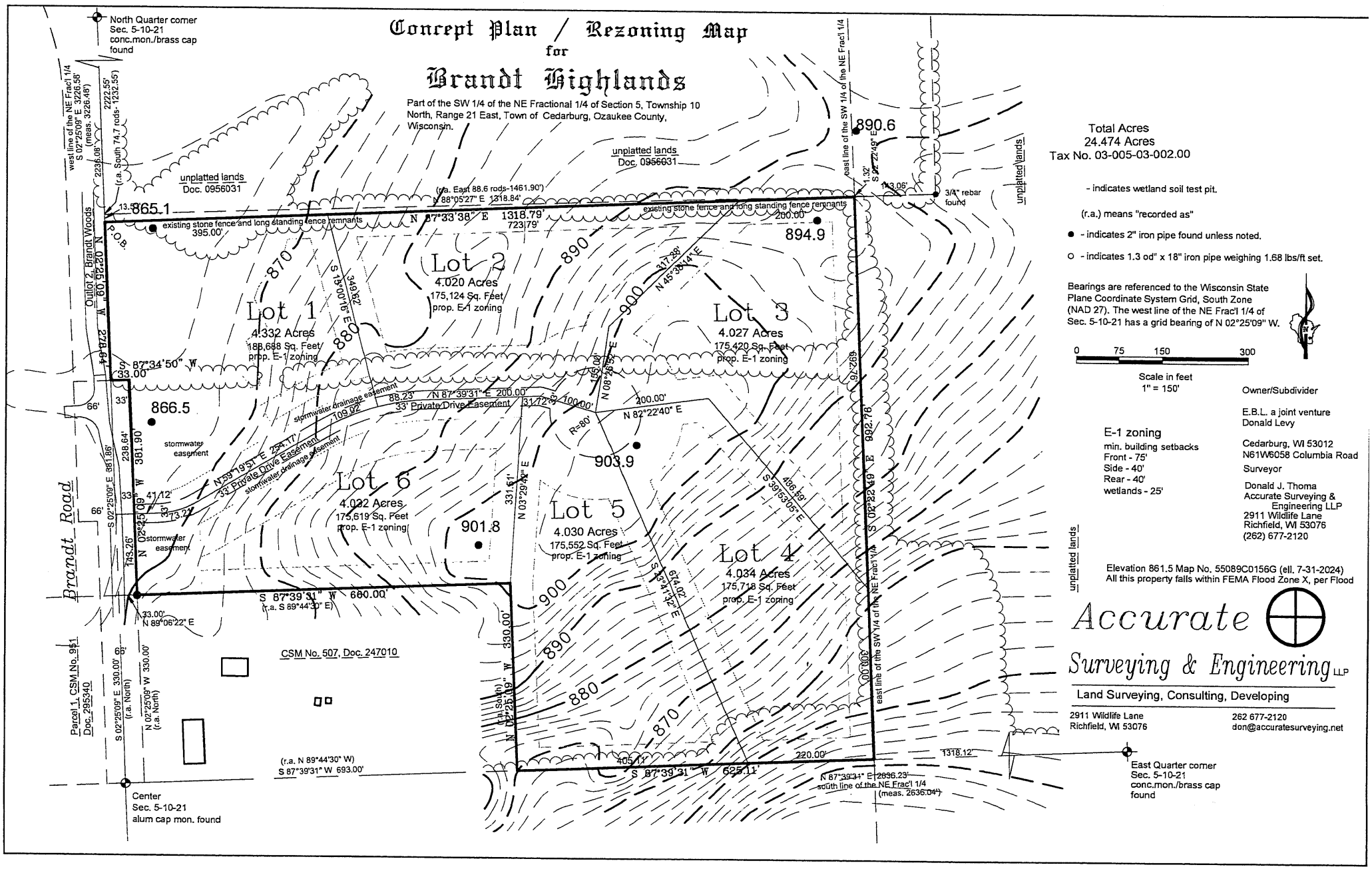
David M. Salvaggio, Town Chairman

Attest:

_____

Sara Jacoby, Assistant Administrator/Clerk

SCHEDULE A


Concept Plan / Rezoning Map
for
Brandt Highlands
Part of the SW 1/4 of the NE Fractional 1/4 of Section 5, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin.
North Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Center
Sec. 5-10-21
alum cap mon. found
East Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Lot 1
4.332 Acres
188,688 Sq. Feet
prop. E-1 zoning
Lot 2
4.020 Acres
175,124 Sq. Feet
prop. E-1 zoning
Lot 3
4.027 Acres
175,420 Sq. Feet
prop. E-1 zoning
Lot 4
4.034 Acres
175,718 Sq. Feet
prop. E-1 zoning
Lot 5
4.030 Acres
175,552 Sq. Feet
prop. E-1 zoning
Lot 6
4.022 Acres
175,619 Sq. Feet
prop. E-1 zoning
Outlot 2 Brandt Woods
Brandt Road
unplatted lands
Doc. 0956031
existing stone fence and long standing fence remnants
33' Private Drive Easement
stormwater drainage easement
stormwater easement
CSM No. 507, Doc. 247010
Parcel 1, CSM No. 951
Doc. 295340
865.1
866.5
894.9
890.6
903.9
901.8
N 87°33'38" E 1318.79'
S 87°39'31" W 660.00'
N 87°39'31" E 200.00'
S 87°39'31" W 625.11'
N 87°39'31" E 2636.23'
south line of the NE Frac'l 1/4
(meas. 2636.04')
Total Acres
24.474 Acres
Tax No. 03-005-03-002.00
- indicates wetland soil test pit.
(r.a.) means "recorded as"
● - indicates 2" iron pipe found unless noted.
o - indicates 1.3 od" x 18" iron pipe weighing 1.68 lbs/ft set.
Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone (NAD 27). The west line of the NE Frac'l 1/4 of Sec. 5-10-21 has a grid bearing of N 02°25'09" W.
0 75 150 300
Scale in feet
1" = 150'
E-1 zoning
min. building setbacks
Front - 75'
Side - 40'
Rear - 40'
wetlands - 25'
Owner/Subdivider
E.B.L. a joint venture
Donald Levy
Cedarburg, WI 53012
N61W6058 Columbia Road
Surveyor
Donald J. Thoma
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
(262) 677-2120
Elevation 861.5 Map No. 55089C0156G (eff. 7-31-2024)
All this property falls within FEMA Flood Zone X, per Flood
Accurate
Surveying & Engineering LLP
Land Surveying, Consulting, Developing
2911 Wildlife Lane
Richfield, WI 53076
262 677-2120
don@accuratesurveying.net

Subdivision Development Agreement Between Town of Cedarburg and
EBL Joint Venture for Brandt Highlands Subdivision

Recording Data

Return To:
Town of Cedarburg
1293 Washington Avenue
Cedarburg, WI 53012

RESOLUTION NO. _____

Subdivision Development Agreement Between
Town of Cedarburg and EBL Joint Venture for Brandt Highlands Subdivision

The Following AGREEMENT is entered into this ___ day of _____, 2026, by and between EBL Joint Venture, hereinafter referred to as Subdivider, and the TOWN OF CEDARBURG, of Ozaukee County, Wisconsin, hereinafter called the Town.

WHEREAS, the Subdivider is the owner of approximately 24.474 acres of land in the Town located in the Southwest ¼ of the Northeast ¼ of Section 5 and desires to subdivide, improve and develop those certain lands into 6 lots known as the Brandt Highlands Subdivision located in the Town as further described in Schedule "A", and for that purpose causes the installation of certain public improvements, hereinafter described in Schedule "A"; and

WHEREAS, Section 236.13(2)(3)(b)(1a) of the Wisconsin State Statutes (2019-2020) and Section 184-13-A-2-b of the Town of Cedarburg Municipal Code provides that as a condition of approval, the governing body of a municipality may require that the Subdivider make and install or have made and have installed, public improvements deemed reasonably necessary, and that the Subdivider provide an irrevocable letter of credit, a surety bond, or other security approved by the Town Attorney guaranteeing that the Subdivider will make and install or have made and installed those improvements within a reasonable time; and

WHEREAS, the Subdivider has submitted to the Town Board a preliminary plat for approval; and

WHEREAS, the Subdivision regulations of the Town of Cedarburg provide that approval of the final subdivision plat shall be conditioned upon the installation of all public improvements with the exception of the finished work, prior to the acceptance of dedication of public easements etc.; and

WHEREAS, the Town believes that the orderly planned development of Town lands will best promote the health, safety and general welfare of the community;

NOW, THEREFORE, in consideration of the approval by the Town Board of a final plat of the lands described in Schedule "A" and the development thereof, the Subdivider does hereby agree to subdivide and develop said land in accordance with the Town Code of Ordinances and all other laws and regulations governing subdivisions and development, without exception and in particular the following:

SECTION I - REQUIRED IMPROVEMENTS (PUBLIC IMPROVEMENTS)

A. Storm and Surface Water Drainage (Ditching, Retention/Detention Ponds, Drainage Maintenance Easements)

1. The Subdivider agrees to construct and install adequate facilities for storm and surface water drainage throughout the entire subdivision according to plans and specifications approved by the Town Director of Public Works which shall include but not be limited to road ditching, drainage swales, and stormwater ponds, as per Town approved site plan.

2. The rate of surface runoff after development shall not be greater than the rate of surface runoff before development calculated at the 100-year storm event with a release rate at a 10-year rate.

3. Construction of surface and storm water drainage facilities shall be completed prior to final plat approval and prior to the issuance of building permits for lots within the subdivision.

4. Drainage easements shall be obtained by the Subdivider and dedicated to the Town within and without the development sufficient to handle stormwater outflow from the development.

5. The Subdivider shall at his cost provide for maintenance of retention/detention ponds once constructed and prior to acceptance as a public improvement by the Town.

6. The natural state of water courses, swales, and floodways should be maintained as nearly as possible.

B. Erosion Control

1. Prior to any construction activity, an erosion control plan shall be submitted to and approved by the Town Director of Public Works. No construction shall commence prior to approval of the plan and implementation of the erosion control measures.

2. Erosion control devices shall be maintained in a satisfactory manner by the Subdivider for the duration of the construction activity and for such time after that as the ditching, retention/detention ponds and drainage maintenance easements are re-established, as approved by the Town Director of Public Works.

3. All erosion control devices must be removed by the Subdivider when deemed appropriate by the Town Director of Public Works.

C. Utilities (Electric, Gas, Telephone, Cable)

1. Plans for the installation of all utilities excluding cable T.V. shall be provided to and approved by the Town Director of Public Works. All costs for the installation of utilities shall be paid for by the Subdivider and the installation must be

completed prior to final plat approval. The Subdivider shall provide documentation to the Town that payment for installation of utilities has been made or arranged.

2. All utilities, with the exception of cable T.V. if the cable company refuses timely installation, shall be installed prior to the acceptance of the road as a public road. (Note: when cable is installed it shall be buried a minimum of 2'.) The Subdivider shall provide the Town documentation of a request made to the cable company for cable to be installed prior to the acceptance of the public improvements by the Town. A Town of Cedarburg Utility Permit must be issued to the cable company if cable T.V. is not installed before the acceptance of the public improvements.

SECTION II - CONSTRUCTION OF PUBLIC IMPROVEMENTS

A. Required Approvals Prior to Commencement of Construction of Public Improvements

1. Approval of all above-mentioned plans and specifications by the Town Director of Public Works and Town Board is required prior to the commencement of construction of any public improvements related to the development.

B. Timing of Construction of Public Improvements

1. Construction of public improvements shall follow preliminary plat approval by the Town Board but be prior to final plat approval. Construction of public improvements in the subdivision requiring permits or approvals from any other regulatory agency shall not begin to be made until such permits or approvals have been granted and a copy having been furnished to the Town.

2. Construction of all public improvements must be completed within two (2) years from the date of preliminary plat approval. Final plat approval must be requested within two (2) years of the date of approval of the preliminary plat. The preliminary plat and final plat will be considered void unless an extension is requested in writing by the Subdivider and granted by the Town Board.

3. Hours of Operation: The hours of operation for subdivision development shall be Monday - Friday 7:00 a.m. - 7:00 p.m. and Saturday 8:00 a.m. - 4:00 p.m. No motorized construction equipment shall be permitted to operate outside of the stated construction hours of operation or on Holidays.

4. Enforcement: The developer shall be the responsible party for ensuring that the hours of operation are followed. A 24-hour contact number shall be provided to the Town for emergency purposes.

C. Construction Inspection Requirements

1. The Town Director of Public Works and agents of the Town shall at all times have access to the public improvement work and the Subdivider shall make appropriate arrangements for such access and for inspection. If any work is not made available for inspection, if requested by the Town and if such request is made prior to completion of the relevant portions thereof, the Subdivider shall cause said work to be uncovered for inspection at the Subdivider's expense.

D. Party Responsibility for Safety or Development Areas During Construction & Prior to Acceptance or Public Improvements by the Town

1. The Subdivider agrees to be fully responsible for all improvement facilities and appurtenances thereto during the period of construction and that unless such damage is caused by the gross negligence or willful misconduct of the Town or its agents, any damages to these facilities during this period shall be replaced or repaired by the Subdivider.

2. The Subdivider shall take all reasonable precautions to protect persons and property on or adjacent to the subdivision from injury or damage. This duty to protect shall include the duty to provide, place, and maintain at and about the site, barricades, temporary stop signs, notices, and warnings as needed.

E. Survey Monumentation

1. The Subdivider agrees to place and install survey or other monuments required by State Statute or Town Ordinance. The monuments must be present and visible for inspection by the Town Director of Public Works at the time of completion of the public improvements and prior to final plat or certified survey map approval. Monumentation shall be at the expense of the Subdivider.
2. The Subdivider agrees to place benchmarks tied to a vertical datum of Mean Sea Level, 1929 adjustments at intervals of approximately *500* feet along the public improvements. A list and descriptions of the benchmarks shall be provided to the Town prior to the start of construction.

F. Contact Person for Project & Where Individual Can Be Reached 24 Hours Per Day

1. Name: Donald A. Levy
   Phone: Office: (262) 377-5555
   Cell: (262) 894-9430

2. Address: Office: N61 W6058 Columbia Road, Cedarburg, WI 53012

SECTION III - SECURITY FOR PERFORMANCE

A. Insurance Requirements of Developers

1. The Subdivider shall, at his expense, obtain and carry comprehensive general liability insurance with combined single limits of at least $2 million and at least $1 million dollars per occurrence, and at least $1 million property damage (or such higher amounts as the Town shall from time to time determine).

2. Coverage shall protect the Subdivider and any sub-contractor during the performance of work covered by this agreement from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise under this agreement, whether such operations be by the Subdivider or by anyone directly or indirectly employed by either of them in any manner so as to impose liability on the Town.

   The Town shall be named as an additional insured on all policies of insurance issued in connection with this project. This agreement does not create a joint venture between the Town and the Subdivider and shall not be construed as such.

3. The Subdivider shall not commence work on the improvements until such time as all noted insurance has been obtained and the Subdivider has filed certificates thereof with the Town. Certificates shall contain a ten (10) day notice of cancellation.

B. Town Remedies for Default

1. If the Subdivider defaults or fails to perform under any provision of this Agreement which default continues for thirty (30) days after written notice from the Town, then the Town Board, upon belief that sufficient cause exists to justify such action, and without prejudice to any other right or remedy of the Town, including the right to damages, after giving the Subdivider and its surety or holder of the financial guarantee provided pursuant to this Agreement at least ten (10) days written notice and opportunity to cure, may take possession of the premises and of all materials thereon, draw upon any letter of credit or other financial guarantee posted or filed by the Subdivider, andfinish the work by whatever method the Town may deem expedient.

2. The Subdivider, or its surety in the event of default, shall pay the Town the entire cost of so completing the work if funds available from any letter of credit or other financial guarantee posted by the Subdivider are insufficient to cover the entire cost.

SECTION IV - MISCELLANEOUS PROVISIONS

A. Payment of All Actual Costs Incurred by the Town for Review and Processing Including But Not Limited to Director of Public Works, Legal, & Administrative

1. Per the Town of Cedarburg Code of Ordinances, the Subdivider shall pay: the actual cost to the Town for all Director of Public Works work incurred by the Town in connection with the plat, the actual cost to the Town for all Director of Public Works costs related to improvement review and inspections and the actual cost of any legal, administrative or fiscal work which may be undertaken by the Town in connection with the plat.

2. The billing for these costs shall be paid in full to the Town prior to the acceptance of public improvements related to the subdivision by the Town Board.

B. When Lots Can Be Sold and Building Permits Can Be Issued

1. It is understood by the Subdivider that lots cannot be sold and building permits cannot be issueduntil such time as the Town Board grants final plat approval and

all use restrictions have been recorded.

C. Compliance with Laws and Regulations for All Jurisdictions (DNR, Ozaukee County - Shoreland and Floodplain Zoning & Sanitary Permit Requirements, U.S. Army Corp. of Engineers)

1. All permits for which approvals are required for areas of development that are under the jurisdiction of other governmental agencies shall be in conformance with the requirements of those agencies. It shall be the Subdivider's responsibility to know the development requirements of all said jurisdictions when developing land in the Town and the Subdivider's responsibility to obtain all necessary permits and/or approvals, copies of which shall be filed with the Town.

D. Responsibility for Recording Development Agreement

1. The Subdivider shall be responsible for recording this Agreement with the Ozaukee County Register of Deeds within (7) days from the date of acceptance of this agreement by resolution of the Town Board. The Subdivider shall promptly provide the Town with a recorded copy of this Agreement.

E. Dedication and Acceptance of the Subdivision

1. Subject to all of the provisions of this Agreement and the attachments referred to in this Agreement, the Subdivider shall, without cost to the Town, upon completion of all of the above described improvements, unconditionally grant, convey and fully dedicate the public improvements to the Town forever free and clear of all encumbrances together with any and all necessary easements for access thereto.

2. Dedication shall not constitute acceptance of any improvement by the Town. The Town shall accept by resolution of the Town Board the dedication of public improvements once the improvements fully comply with Town standards and specifications.

F. Deed Restrictions Between Lot Buyer and Seller

1. The Subdivider agrees to execute and record original deed restrictions that reference the Town'srights under the terms and conditions of this Agreement simultaneously with the final approved
plat.

2. The Subdivider shall include in deed restrictions information regarding land uses surrounding the subdivision. The Town does not discourage agricultural operations and buyers of lots in residential subdivisions located near agricultural land should be made aware of this to minimize conflict.

3. The Subdivider shall include in deed restrictions information regarding the prohibition of blasting for the construction of basements or other structures within the subdivision. This prohibition shall also be stated on the face of the final plat.

G. Assignment of Agreement

1. This Agreement shall not be assigned by any party without express written approval of the other parties which shall not be unreasonably withheld.

H. Property Taxes to be Paid in Full Prior to Approvals

1. All outstanding property taxes and special assessments shall be paid in full. Proof thereof shall be provided to the Town Treasurer prior to the final approval of the plat.

I. Impact Fees

1. Per the Town's Code of Ordinances, the impact fees imposed by the Town are a requirement and a condition for approval of any final plat, certified survey map or land division. The payment of impact fees must be made to the Town by the Subdivider prior to the initial sale of the land or the issuant of a building permit, whichever occurs first.
2. The existence of the impact fee must be noted on the face of the final plat.

J. Limitation on Holding Tanks

1. The Subdivider agrees that a maximum of 50% of lots of a total final subdivision may have holding tanks. This standard shall be applied at the time of final plat approval and shall be so noted on the face of all final plats for this subdivision.

K. Indemnification Agreement

1. If persons or properties of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or his/her sub-contractors, in their performance of this Agreement, or from his/her failure to comply with any provisions of this Agreement or of law, the Subdivider shall indemnify and hold the Town harmless from any and all claims and judgements for damages, and from costs and expenses to which the Town may be subjected or which it may suffer or incur by reason thereof.

2. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Subdivider shall indemnify and hold harmless the Town, its officers, agents and employees and shall defend the same, from and against any and all liability claims, loss, damages, interest, actions, suits, judgements, costs, expenses, attorneys fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of or as a result of the negligent performance of this Agreement, and negligent construction or operation of the improvements covered hereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright.

L. Interpretation of Agreement

1. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

M. Amendment of Agreement

1. This Agreement may be amended only in writing signed and executed by the parties hereto.

N. Enforcement of Agreement

1. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

O. Approval and Extensions

1. If an approval or extension is required or permitted under this Agreement, such approval orextension shall not be unreasonably withheld, conditioned or delayed.

SECTION V -ATTACHMENTS

Schedule A - Description of Development Area

IN WITNESS THEREOF, the Subdivider has caused this Agreement to be signed this 2nd day of June, 2026.

EBL JOINT VENTURE

By: Donald A. Levy
Donald A. Levy, Manager

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 2nd day of June, 2026, the above-named Donald A. Levy, to me known to be the person who executed the foregoing instrument in his official capacity for EBL Joint Venture and acknowledged same.

HEATHER M. KELLER NOTARY PUBLIC STATE OF WISCONSIN

Heather M. Keller
Heather M. Keller
Notary Public, State of Wisconsin
My commission: 11/14/2027

Accepted pursuant to Resolution adopted by the Town Board of the Town of Cedarburg, this ____ day of _____, 2026.

THE TOWN OF CEDARBURG

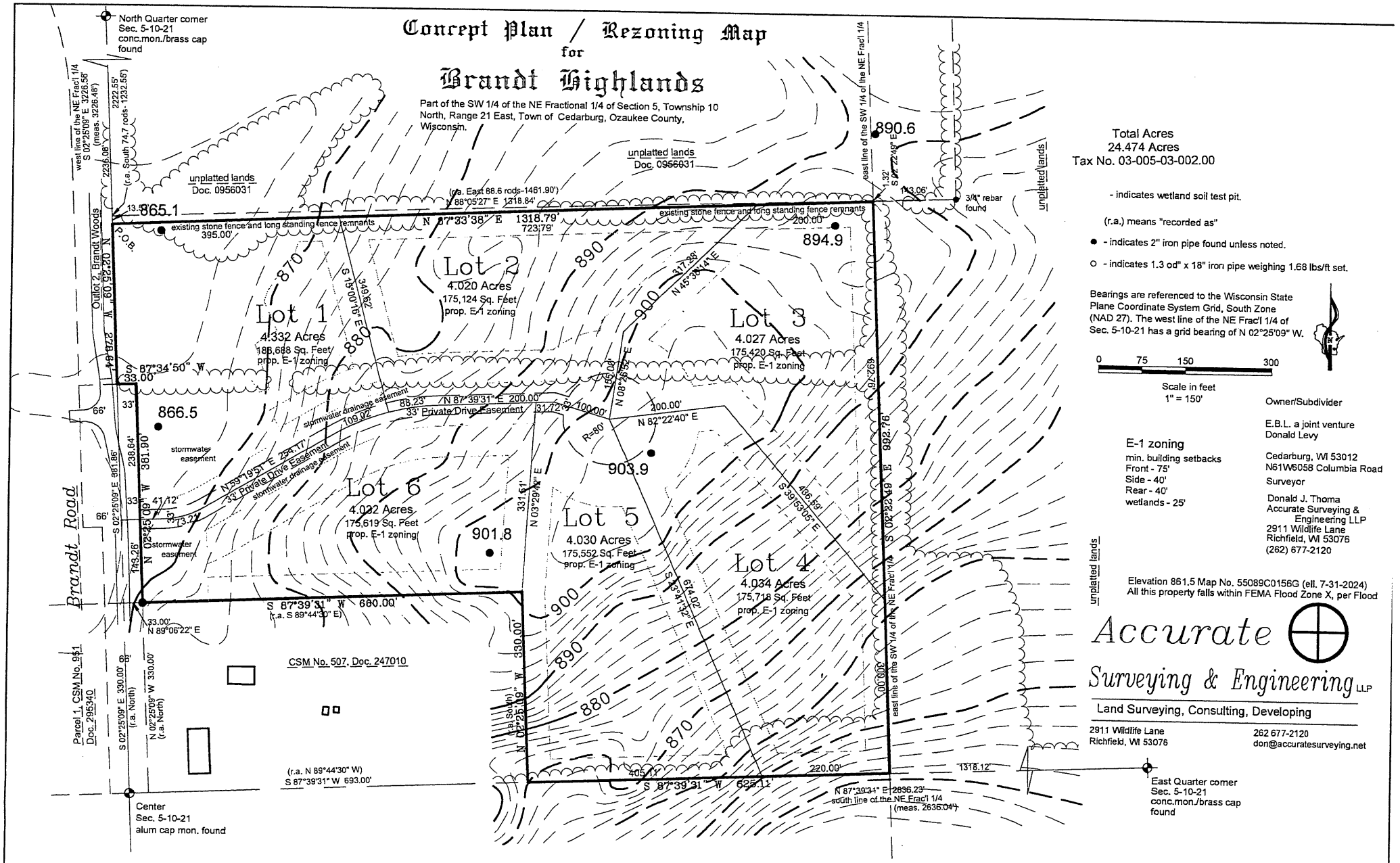
By: _____
David Salvaggio, Town Chairman,

By: _____
Sara Jacoby, Asst. Admin./ Town Clerk

Approved: _____
Brad M. Hoeft, Town Attorney

This instrument was drafted by: Attorney Donald A. Levy

SCHEDULE A


Concept Plan / Rezoning Map
for
Brandt Highlands
Part of the SW 1/4 of the NE Fractional 1/4 of Section 5, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin.
North Quarter corner Sec. 5-10-21 conc.mon./brass cap found
Lot 1 4.332 Acres 188,688 Sq. Feet prop. E-1 zoning
Lot 2 4.020 Acres 175,124 Sq. Feet prop. E-1 zoning
Lot 3 4.027 Acres 175,420 Sq. Feet prop. E-1 zoning
Lot 4 4.034 Acres 175,718 Sq. Feet prop. E-1 zoning
Lot 5 4.030 Acres 175,552 Sq. Feet prop. E-1 zoning
Lot 6 4.022 Acres 175,619 Sq. Feet prop. E-1 zoning
unplatted lands Doc. 0956031
existing stone fence and long standing fence remnants
33' Private Drive Easement
stormwater drainage easement
stormwater easement
Brandt Road
Outlot 2, Brandt Woods
CSM No. 507, Doc. 247010
Parcel 1 CSM No. 951 Doc. 295340
Center Sec. 5-10-21 alum cap mon. found
East Quarter corner Sec. 5-10-21 conc.mon./brass cap found
N 87°39'31" E 2636.23' south line of the NE Frac'l 1/4 (meas. 2636.04')
S 87°39'31" W 693.00' (r.a. N 89°44'30" W)
S 87°39'31" W 625.11'
S 87°39'31" W 680.00' (r.a. S 89°44'30" E)
N 87°33'38" E 1318.79' 723.79'
(r.a. East 88.6 rods-1461.90') N 88°05'27" E 1218.84'
N 87°34'50" W 822.48'
N 02°25'09" W 1318.12'
S 02°25'09" E 330.00' (r.a. North)
N 02°25'09" W 330.00' (r.a. North)
S 02°25'09" E 861.86'
N 02°25'09" W 381.90'
S 02°25'09" E 143.26'
S 02°22'49" E 992.76'
N 82°22'40" E 300.00'
N 08°28'52" E 135.08'
N 03°29'40" E 331.61'
S 15°00'16" E 349.82'
N 45°38'14" E 317.38'
S 39°53'05" E 406.59'
S 43°41'12" E 674.02'
R=80'
100.00'
200.00'
395.00'
405.11'
220.00'
1318.12'
890.6
894.9
903.9
901.8
866.5
865.1
unplatted lands
east line of the SW 1/4 of the NE Frac'l 1/4
3/4" rebar found
Total Acres 24.474 Acres Tax No. 03-005-03-002.00
- indicates wetland soil test pit.
(r.a.) means "recorded as"
● - indicates 2" iron pipe found unless noted.
○ - indicates 1.3 od" x 18" iron pipe weighing 1.68 lbs/ft set.
Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone (NAD 27). The west line of the NE Frac'l 1/4 of Sec. 5-10-21 has a grid bearing of N 02°25'09" W.
0 75 150 300
Scale in feet 1" = 150'
E-1 zoning
min. building setbacks
Front - 75'
Side - 40'
Rear - 40'
wetlands - 25'
Owner/Subdivider
E.B.L. a joint venture
Donald Levy
Cedarburg, WI 53012
N61W6058 Columbia Road
Surveyor
Donald J. Thoma
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
(262) 677-2120
Elevation 861.5 Map No. 55089C0156G (eff. 7-31-2024)
All this property falls within FEMA Flood Zone X, per Flood
Accurate Surveying & Engineering LLP
Land Surveying, Consulting, Developing
2911 Wildlife Lane
Richfield, WI 53076
262 677-2120
don@accuratesurveying.net

raSmith

CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: June 9, 2026

TO: Eric Ryer, Town Administrator

FR: Troy Hartjes, P.E., Senior Project Manager

RE: Engineering Review Comments
Brandt Highlands

Mr. Ryer,

We have reviewed the construction plans (including erosion control plans, dated May 12, 2026), stormwater management plan (dated May 12, 2026) and the preliminary plat (dated May 12, 2026) for the above referenced residential development. These plans were officially submitted May 22, 2026. The following are the engineering review comments for consideration by the Town and to be included in the staff report.

General Comments/Clarifications/Questions

1. Please respond to each item below. **A written response addressing each item shall be included in your resubmittal.**

2. The property owner shall procure the following permits and forward to the Town before any construction can commence. Any and all Town approvals are contingent upon these items being approved and/or submitted. Please copy the Town on all applications submittals.

    - Notice of Intent from the Department of Natural Resources (WDNR) for land disturbing activities.
    - County Storm Water and Erosion Control
    - County Shoreland Permit
    - Prior to final plat obtain Wisconsin Dept. of Administration approval.

3. Any existing Town infrastructure (utilities, road, etc.) that is damaged during construction shall be replaced in kind. Preconstruction video or photos are required at the connection to the Town road.

4. Per Section 184-13.A(3)(c)[4] of the Town Code after completion of all storm water improvements, the owner shall provide an as-built map showing the actual location of all storm water improvements including storm sewer and detention ponds. This map shall be in red pen on a clean set of construction plans of a minimum size of 22 inches by 34 inches and shall bear the signature and seal of a professional engineer registered in Wisconsin.

5. Upon approval of the final plat, the owner shall record the Stormwater Maintenance Agreement and the Private Shared Driveway agreement, and provide a copy of the recorded documents to the Town.

Preliminary Plat

1. The naming convention for the private shared driveway shall be changed from “Private Drive Easement” to “Private Shared Driveway Easement”.

2. Although this development is proposing a shared driveway to serve the six lots being proposed, the lot widths and setbacks to be followed shall adhere as if a public street is serving the lots. These minimum frontages and setbacks, shall be shown, including on lots 3, 4 and 5 to confirm the minimum frontages are being met.
3. The stormwater easement needs to be more clearly shown on lots 1 and 6.
4. The setback (including the dimension) for the wetlands needs to be clearly shown. It should be noted on the final plat that "no grading can occur within the wetland without prior approval of the DNR".
5. There is a reference for floodplain on the preliminary plat. Confirm with the County there is no shoreland or floodplain within this development and include verification with the Town.
6. A note should be added to the preliminary plat denoting mailbox locations. This should also be included on the final plat.
7. Please provide various notes and exclusions on the plat including no access for lots 1 and 6 to any private shared driveway within Brandt Woods or Brandt Road. This should also be stated on the final plat.
8. The plat should also include a note that all future septic mounds shall be located and designed per the Soil Testing report completed by the owner.
9. The final plat should note "The stormwater easement within the plat is dedicated to the Town of Cedarburg for stormwater access. Responsibilities for maintenance and all costs associated with the stormwater facility shall be as designated within the recorded stormwater maintenance agreement."
10. A statement on the final plat shall be added that "The private shared driveway easement is to be shared in full among all 6 lots and all future maintenance and costs for the private shared driveway is the sole responsibility of Lots 1-6 as required within the recorded shared driveway easement agreements."

Storm Water Management Plan (SWMP)

1. The SWMP is incomplete and does not include any modeling calculations or drainage basin maps. Please resubmit a completed SWMP.
2. The SWMP that was submitted did include tables providing pre-developed and proposed development conditions. Per Section 185-6 of the Town Code, there are minimum provisions for pre-developed curve numbers. Please ensure these are followed with the resubmittal. In addition the developed table notes 4 home sites to be developed but the plat and plans show 6 future lots. A higher curve number for the finished lawns will also need to be included.
3. The grading plan within the construction set shows areas within the development that will not flow to the proposed detention basin; this should also be corrected within the construction drawing (see notes below) to ensure all private shared driveway drainage flows to the detention basin.
4. Within the stormwater maintenance agreement there are references to various plans on file at the Town of Cedarburg. This should be adjusted to reference exhibits and these exhibits should be part of the maintenance agreement that is recorded.
5. It appears that all of the stormwater facility will be located on Lot 1, within an easement. Will all future responsibility of the maintenance fall on Lot 1? This needs to be very clear within the stormwater maintenance agreement who is responsible for the pond maintenance.
6. Within the stormwater maintenance agreement, the section "The Town of Cedarburg Shall", it notes within item #1 that assistance will be provided by the Town. This item shall include a provision at the end of that statement "The Owner, or it's successors or Homeowners Association, or the owner of the easement, etc., is responsible for any costs occurred by the Town when seeking said technical assistance. These costs include all town staff or consulting engineer costs, including all time and materials."

Construction Plans

1. A typical section should be added to the plans for the private shared driveway. It appears that a shoulder is proposed with the new 20' private shared driveway.
2. The private shared driveway cross-section should be amended to show 4" of asphalt on 10" of base course.
3. The plan currently shows portions of the roadway draining away from the site. It is recommended that ditches be cut in on both sides of the private shared driveway, similar to what is shown on the south side of the driveway. This will allow for better control of stormwater and drainage and long term maintenance and also allow for future driveway culverts for individual property owners. Per Section 184-13-E, adequate grading and drainage systems shall be provided.
4. Additional details, including sawcut limits, need to be shown within the Brandt Woods right of way at the connection to the public roadway. Radii, shoulders, grades, ditch lines should all be clearly noted. The drainage at this proposed connection needs to be confirmed.
5. It appears that the cross-culvert below the shared driveway will have limited cover. Please show the culvert within the roadway profile and confirm at least 24" of cover will be provided. If less than 24" of cover is provided, but more than 15" (minimum) a concrete pipe is recommended.
6. Rip rap shall be placed at the end of the proposed 15" CMP.
7. Per Chapter 185 of the Town Code, the emergency spillway elevation shall be raised to 867.41. This emergency spillway shall be armored with either rip-rap or heavy duty erosion matting. The emergency spillway shall be separated from the controlling outlet (without the modeling the actual outlet designed cannot be confirmed).
8. Remove any extra or mislabeled notes.
9. Please confirm the 1"=40' scale.
10. More details, elevations and dimensions need to be included to better show items such as the grading of the cul-de-sac and how it will drain.

We recommend approval of the preliminary plat, condition upon the owner sending a response letter prior to the Town Board meeting, recognizing each of the items within this review and committing to resolving each item. Prior to the Town Board meeting, each item shall have an agreed upon resolution in writing, or any Plan Commission recommendation for approval will be tabled until each item is satisfactorily addressed. If you have any questions or comments, please contact me at (262) 317-3305 or by email at troy.hartjes@rasmith.com.

Meeting Date: 6/17/26
Agenda Item: # 5c

PLAN COMMISSION MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Plan Commission, Town Board
FROM: Amanda Schaefer, Planner
MEMO WRITTEN: June 9, 2026
SUBJECT: **Agenda Item # 5c:** Discussion and feedback regarding a concept plan for a minor land division by John Haeberlin (applicant) for property located at 1126 Wauwatosa Road **[Owner: John Haeberlin, NW ¼ Sec. 22, 2.19 acres, zoned B-2 Planned Business District]***

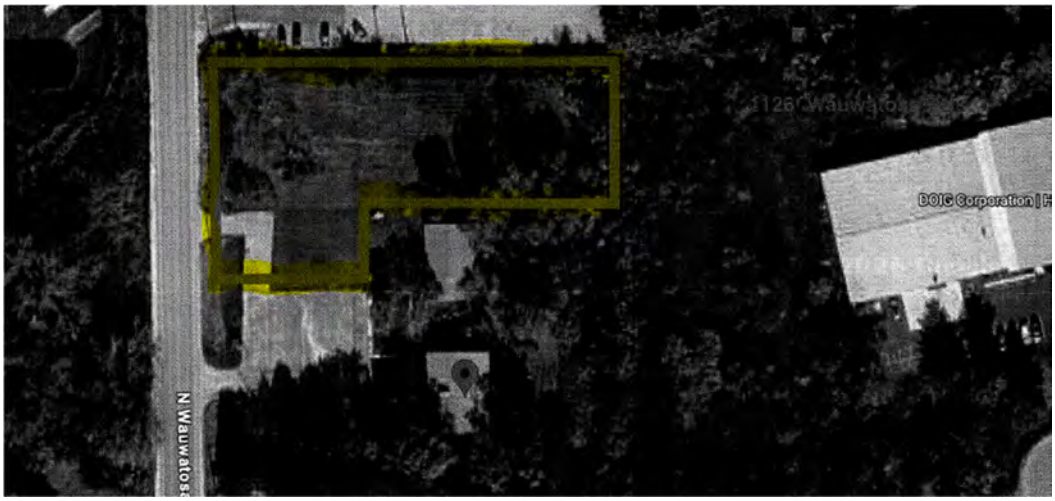
BACKGROUND INFORMATION	
Project Name	Haeberlin CSM
Applicant Name	John Haeberlin
Property Owner	1126 Wauwatosa Road – John Haeberlin
Applicant's Consultant	Don Thoma, Surveyor
Size of Parcel	2.19 Acres
Existing Zoning	B-2 Planned Business District
Proposed Zoning	No Change Proposed
Abbreviated Legal	NW ¼ of Sec. 22
Future Land Use Map Designation	BD-FC Business District – Five Corners Allows for A-1, A-2, B-1, B-2, B-3, M-1, M-2, C-1, P-1 (all properties subject to TCOD)

ADJACENT LAND USE/ZONING MATRIX		
Direction	***Land Use***	***Zoning***
North	Commercial	B-3 Business District
South	Residential	R-2 Single Family Res District
East	Industrial	B-2 Planned Business District
West	Commercial	B-3 Business District

ZONING REQUIREMENTS FOR THE PROPOSED LOTS	
	B-2 Requirements
Minimum Lot Size	½ Acre
Minimum Lot Width	NA
Minimum Lot Frontage	150 feet
Minimum Open Space	NA
Min. Street Building Setback	25 feet
Min. Rear Yard Setback **Min. Rear Yard Setback – Outbuilding**	30 feet 30 feet or R-1 for existing residential use
Min. Side Yard Setback **Min. Side Yard Setback – Outbuilding**	15 feet 15 feet or R-1 for existing residential use

BACKGROUND / APPLICANT REQUEST

The applicant is requesting concept review to "split northern and southern parts of lot – north to become additional land / parking for CSH building @ 1170 Wauwatosa Rd." See image below.

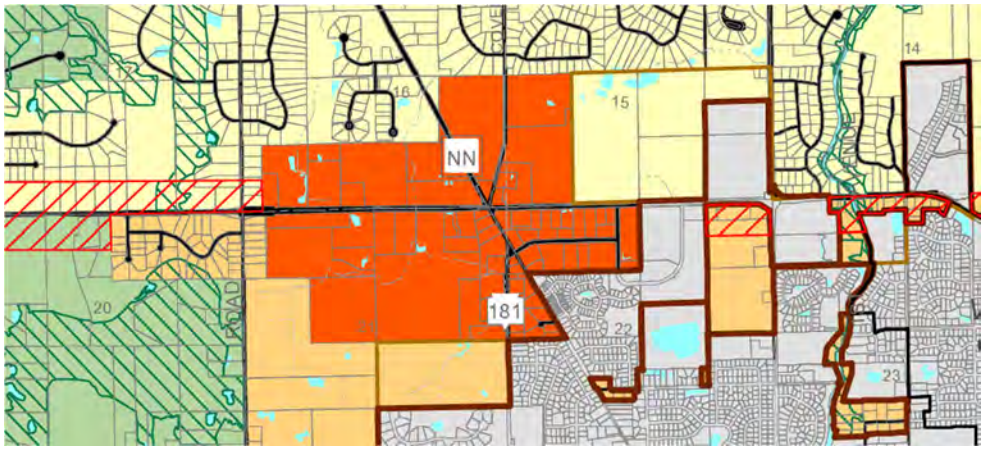


Current GIS image of subject property:



EXECUTIVE ANALYSIS

1. **Zoning / Density / Open Space / Comprehensive Plan**
   The current property is zoned B-2 Planned Business District and is within the Five Corners Master Plan area and is designated as BD-FC Business District – Five Corners – in the Comprehensive Plan. There is no open space requirement in the B-2 district.



2. **Lot Configuration and Design**
   One concept layout has been submitted for consideration with limited dimensioning.



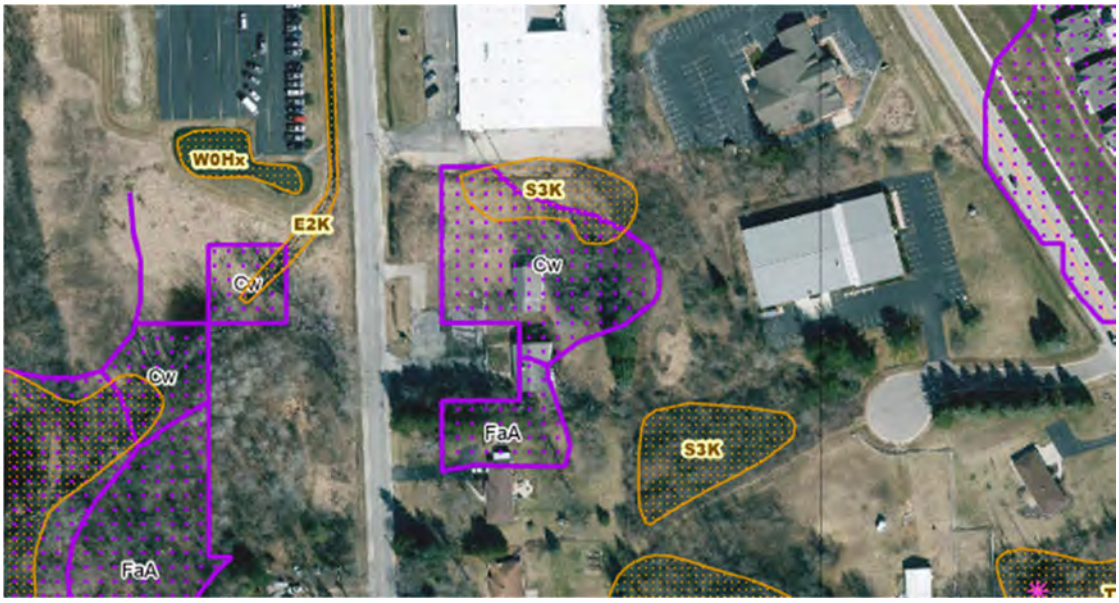
3. **Access**
   Both the proposed parcel and parent parcel have direct access to Wauwatosa Road, or STH 181. The applicant will need to work with WisDOT for any new access points, which could be challenging due to the existing access points of adjacent parcels and their associated spacing.

4. **Onsite Sewage Disposal**
   Nothing is proposed (or required) at this time.

5. **Shoreland Zoning / Wetlands / Floodplain / Ozaukee County**
   It is expected that the subject property will be subject to Ozaukee County Shoreland Zoning as seen on the map on the following page.



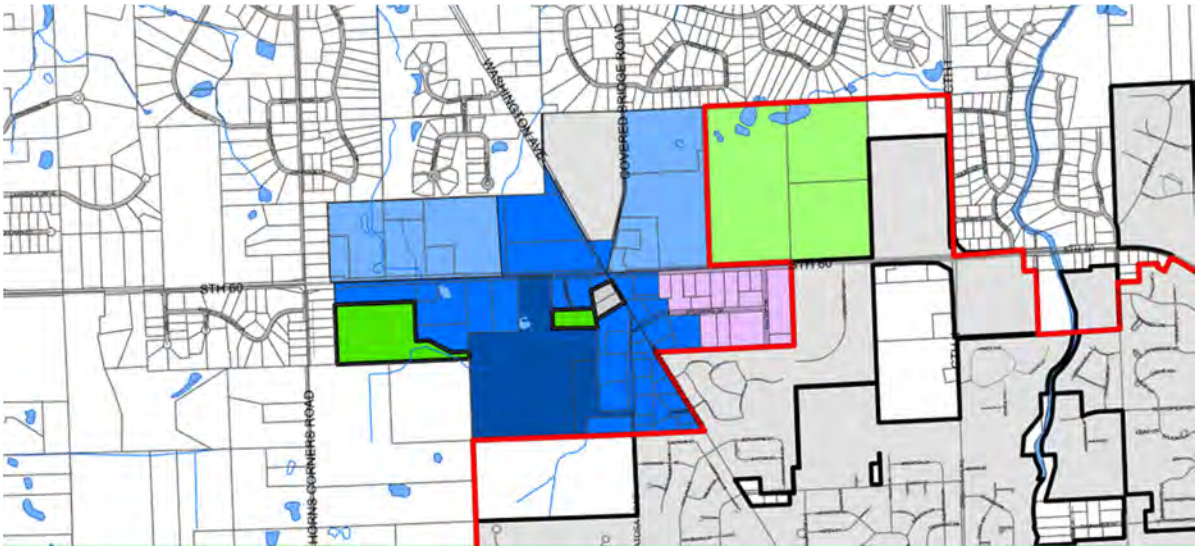
The WDNR Surface Water Data Viewer identifies both mapped wetlands and wetland indicators. A wetland delineation should be required for any future development application.



6. **Stormwater & Erosion Control**
   A stormwater plan is not a standard requirement for a minor land division.

PLANNER COMMENTS RELATED TO THE APPLICATION

The applicant's goal is to create additional parking areas for 1170 Wauwatosa Road; therefore, Staff recommends the applicant pursues a CSM and rezone process that allows the new parking area to be on the same property as 1170 Wauwatosa Road and its structures. A rezone from B-2 Planned Business District to B-3 Business District would be required for the new land being added to the 1170 Wauwatosa Road parcel via CSM so split zoning does not occur on the parcel. Please note that this rezone step may no longer be required if the Town rezone actions within the Five Corners Town Center area are approved and the two impacted properties are placed into the same zoning district – MU-2. This Town-initiated rezone is anticipated to take place by Fall 2026 as part of the Zoning Code update.



If the applicant chooses to move ahead with the currently-presented concept plan layout, Staff has several concerns. First, while no dimensions are shown on the submittal materials, it does appear that setbacks of existing structures on site may not be met. Both the new lot and parent parcel must meet all zoning code and land division code regulations with a future Minor Land Division application (CSM). Second – all principal, conditional, and accessory uses apply to a property along with their proper order of development. In the B-2 Planned Business District, a parking lot would be considered an accessory or ancillary use, meaning it is only permitted after the principal structure is present or under construction on site. It cannot be a standalone use. Finally, the Town of Cedarburg Design Guidelines and Standards would apply to any upcoming applications.

OBJECTING/ APPROVING AGENCIES

Objecting and Approving Agencies will be alerted of any future applications; all comments will need to be resolved, as applicable.

ACTION REQUESTED

Staff requests the Plan Commission review the concept plan materials and provide:

1. Feedback on the potential future minor land division and how it relates to future development of the area. Note split zoning must be avoided.

ATTACHMENTS

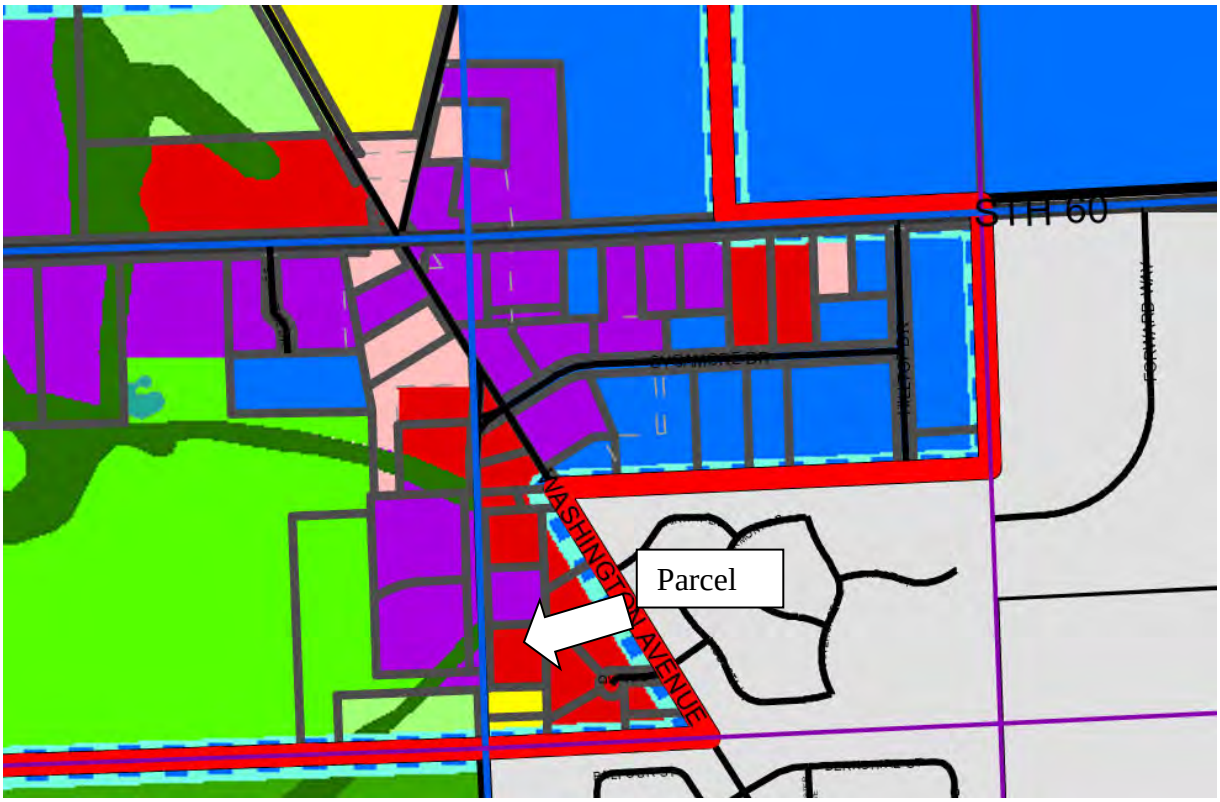
I. Zoning Map
II. Applicant materials

COPIES MAILED/E-MAILED TO

I. John Haeberlin: haebmdrn@msn.com
II. Don Thoma: don@accuratesurveying.net

Action	Date	Status
PC Concept Discussion	6-17-2026	This Meeting
Rezone Public Notice News Graphic	-	-
Rezone Post Cards within 1,000 feet	-	-
Plan Commission Meeting	-	-
Town Board Meeting & Public Hearing on Rezone	-	-
Plan Commission meeting for CSM review & recommendation	-	-
Town Board meeting for CSM	-	-

ATTACHMENT I.






Ozaukee Skateland
Sycamore Dr
Sycamore Dr
Washington Ave
Newman Chevrolet
Collision Center
Campbell's Auto Sport
Washington Ave
Balfour St
Berkshire Ave

N Wauwatosa Rd
DOIG Corporation HQ
The Gazebo Dugout
1126 Wauwatosa Rd
Washington Ave
Fairway Ln
Quail Ct

N Wauwatosa
Boric Corporation | Ht

State Bar of Wisconsin Form 7-2003
TRUSTEE'S DEED

Document Number | Document Name

1183181
JENNIFER J. LAURIN
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
04/29/2026 01:57 PM
REC FEE: 30.00
TRANS FEE: 1,200.00
PAGES: 1
EXEMPT #:
ELECTRONICALLY RECORDED

Recording Area

Name and Return Address
John Haeberlin
1204 Washington Ave
Cedarburg, WI 53012

THIS DEED, made between Ann M. Colwell as Trustee of Donald J. Chapman Revocable Living Trust, under agreement dated June 14, 2018 ("Grantor," whether one or more), and John Haeberlin ("Grantee," whether one or more). Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Ozaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Certified Survey Map No. 504, recorded in the Office of Register of Deeds for Ozaukee County, Wisconsin on April 11, 1972, in Volume 2 of Certified Survey Maps, Page 317, as Document No. 246571, being a part of Parcel 2 of Certified Survey Map No. 385, recorded on August 7, 1970, in Volume 2 of Certified Survey Maps, Page 90, as Document No. 235579, in the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), Township Ten (10) North, Range Twenty-one (21) East, in the Town of Cedarburg, Ozaukee County, Wisconsin.

030220700500
Parcel Identification Number (PIN)

Dated 4/23/26.

Ann Colwell Trustee (SEAL) _____ (SEAL)
* Ann M. Colwell, trustee *

_____ (SEAL) _____ (SEAL)
* *

AUTHENTICATION

Signature(s) _____

authenticated on _____.

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Susan M. Steldt on behalf of Land Closing Services, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)

Personally came before me on April 22, 2026,
the above-named Ann M. Colwell
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Susan M. Steldt
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1-24-2027)

SUSAN M. STELDT NOTARY PUBLIC STATE OF WISCONSIN

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

* Type name below signatures.

Meeting Date: 6/17/26
Agenda Item: # 5d

PLAN COMMISSION MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Plan Commission, Town Board
FROM: Amanda Schaefer, Planner
MEMO WRITTEN: June 8, 2026
SUBJECT: **Agenda Item # 5d:** Discussion and feedback regarding a concept plan application for a Conditional Use Permit Amendment by Kristin Forrer and Carly Corson for Daily Market Co. within the existing multi-tenant building located at 1170 Wauwatosa Road **[Owner: CSH Building, LLC, NW ¼ Sec. 22, 2.02 acres, zoned B-3 Business District]***

BACKGROUND INFORMATION	
Project Name	Daily Market Co. Concept
Applicant Name	Kristin Forrer and Carly Corson
Property Owner	1170 Wauwatosa Road – CSH Building, LLC
Applicant's Consultant	Angie Streckenbock, Architect & Don McCreary, Eng.
Size of Parcel	2.02 Acres
Existing Zoning	B-3 Business District w/ TCOD (Five Corners Area)
Proposed Zoning	No Change Proposed
Abbreviated Legal	NW ¼ Sec. 22
Future Land Use Map Designation	BD-FC Business District – Five Corners Allows for A-1, A-2, B-1, B-2, B-3, M-1, M-2, C-1, P-1 (all properties subject to TCOD)

ADJACENT LAND USE/ZONING MATRIX		
Direction	***Land Use***	***Zoning***
North	Commercial	B-2 Planned Business District
South	Commercial	B-2 Planned Business District
East	Commercial	B-2 Planned Business District
West	Commercial	B-3 Business District

BACKGROUND / APPLICANT REQUEST

The applicant is requesting a "site plan review for retail shop (800 sf); use will be in SW corner of CSH building facing Wauwatosa Road.; retail market with kitchen (500 sf).

More specifically, Daily Market will combine several concepts in one space:

- Specialty grocery market
- Indoor farmers market with vendor shelves
- CSA produce memberships
- Meat share subscription program
- Shared commercial kitchen
- Prepared foods and grab-and go meals
- Cooking and food education classes

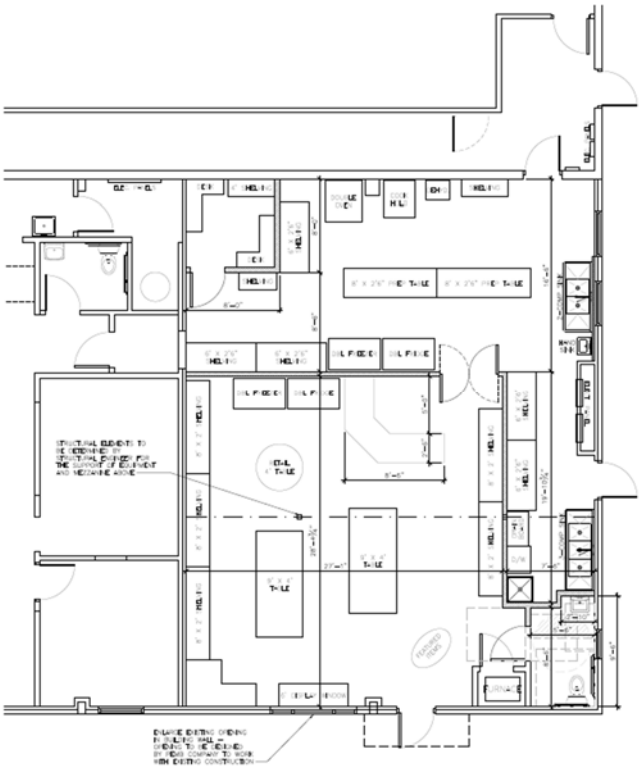
The market will also serve as the retail home of Acid and Honey, a Cedarburg-based brand producing natural wellness products including shrubs, herbal foods, and tallow-based skincare.

The market will sell:

- Local meats and poultry
- Eggs and dairy
- Fresh produce
- Pantry staples such as flour, oats, sugar, grains, and salts
- Prepared foods and grab-and-go items
- Herbal wellness products
- Acid and Honey products

Additional services include:

- Vendor shelf rentals
- CSA produce memberships
- Meat share subscriptions
- Commercial kitchen rentals
- Cooking and wellness classes

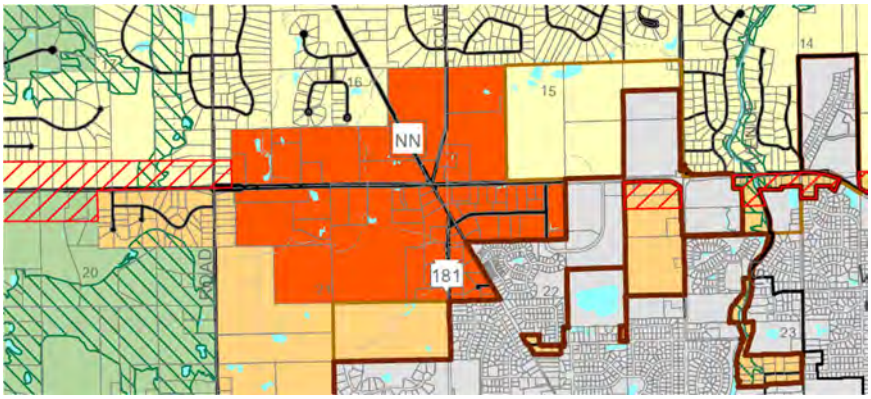


The current CUP is granted to CSH Building LLC with operators Miss Molly's Catering, Red Apron Cafe, Bone Bed LLC (dba Flying Fur), and BJD Real Estate LLC and/or assigns for their respective business located within the defined and approved areas of the multi-tenant building. Miss Molly's Catering for catering, baking, food preparation/ assembly, retail take out of food sales as described below; Red Apron Cafe for a restaurant/café; Bone Bed LLC (dba Flying Fur) for professional dog care services including grooming, bathing and self-bathing, dog daycare and short-term boarding including overnight, walk in nailcare, retail of dog care and control products; and (4) BJD Real Estate LLC (dba the Dugout) for indoor recreation and training facility.

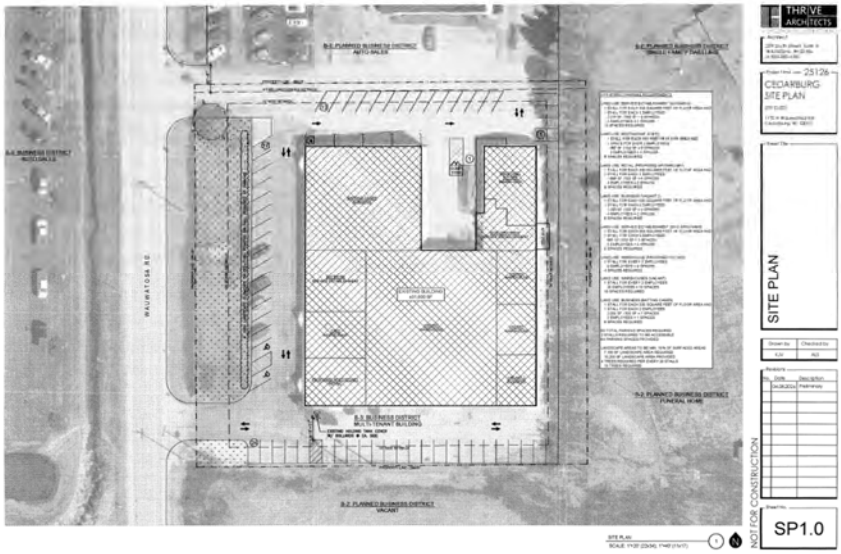
EXECUTIVE ANALYSIS

1. **Zoning / Density / Open Space / Comprehensive Plan**

The current property is zoned B-3 Business District with the Town Center Overlay District and is within the Five Corners Master Plan area. It is designated as BD-FC Business District – Five Corners – in the Comprehensive Plan.



The proposed site plan is the following:



2. **Lot Configuration and Design**

Current site layout from GIS imagery below:



3. **Access**
   The parcel has direct access onto Wauwatosa Road, or STH 181. The applicant will need to work with WisDOT for any new access points, which could be challenging due to current access points along with the existing access points of adjacent parcels and their associated spacing.

4. **Onsite Wastewater Treatment**
   All onsite wastewater treatment will be addressed by Ozaukee County Land and Water Management with a future application. Based on the current CUP issued to the property, there may be concerns with the capacity of current onsite systems.

5. **Shoreland Zoning / Wetlands / Floodplain / Ozaukee County**
   The subject property will be subject to Ozaukee County Shoreland Zoning.



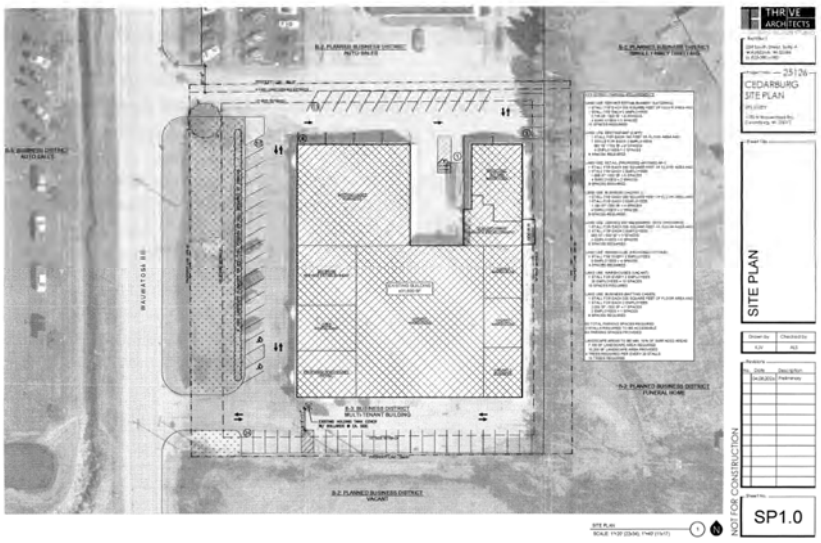
The WDNR Surface Water Data Viewer identifies both mapped wetlands and wetland indicators. A wetland delineation could be required for any future development application that would impact the south side of the property.



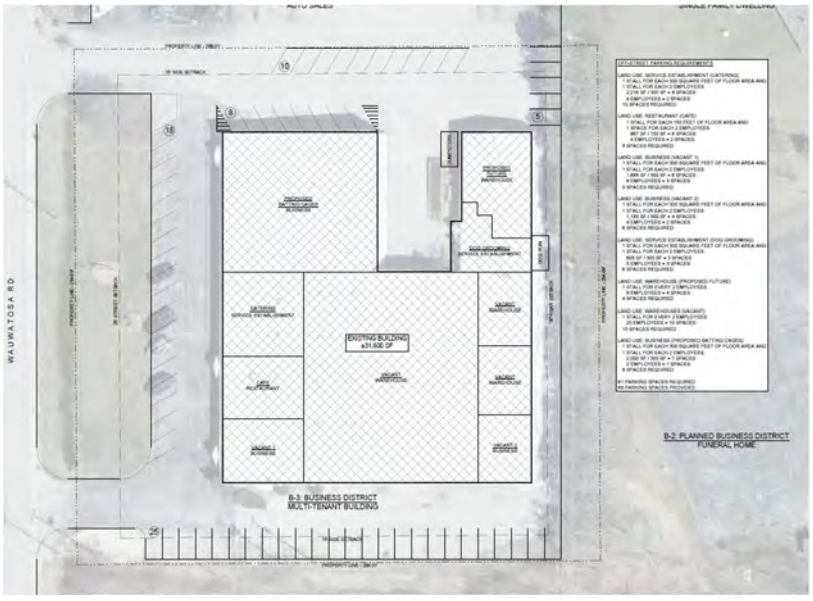
6. **Stormwater & Erosion Control**
   No stormwater and erosion control is required at this time based on what has been submitted.

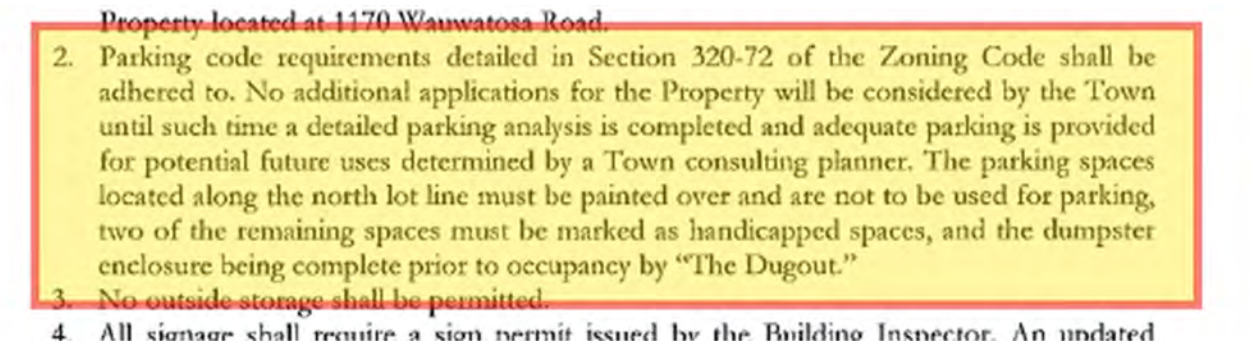
7. **Signage**
   Sign permits must be obtained, and all 320 Article VIII Signs requirements must be met with future applications unless a signage variance is granted by the Town Board or approved as part of a Town Center Overlay application approval. Currently, three individual signs are proposed, and only edited photos with basic imagery have been shared. Detailed and scaled information regarding the following design elements for each proposed sign must be submitted with future applications: overall size / dimensions, materials, illumination, landscaping, and overall location. All Five Corners Master Plan and Town Center Overlay District standards would also apply.

8. **Parking**
   Staff have concerns about the parking stall quantity and location. There are conflicts with the proposed parking plan and the plan associated with existing CUP.



Current CUP's Parking Plan and parking condition for CHS Building LLC with Miss Molly's Catering, Red Apron Café, Bone Bed LLC (dba Flying Fur), and BJD Real Estate (dba The Dugout) parking plan:





Property located at 1170 Wauwatosa Road.

2. Parking code requirements detailed in Section 320-72 of the Zoning Code shall be adhered to. No additional applications for the Property will be considered by the Town until such time a detailed parking analysis is completed and adequate parking is provided for potential future uses determined by a Town consulting planner. The parking spaces located along the north lot line must be painted over and are not to be used for parking, two of the remaining spaces must be marked as handicapped spaces, and the dumpster enclosure being complete prior to occupancy by "The Dugout."
3. No outside storage shall be permitted.
4. All signage shall require a sign permit issued by the Building Inspector. An updated

Per the conditions on the current CUP, parking along the north lot line is prohibited (this was a Fire Department comment for access). The current site plan is utilizing that parking along with introducing additional stalls to that area, which is not allowed. Additionally, four stalls are proposed to be removed from the area just to the north of the batting cages space. These site limitations and proposed changes lead to a parking plan that offers less parking than the current parking plan associated with the existing CUP. Parking requirements will need to be addressed with a future application that must include a detailed parking analysis. Parking for this property may also be addressed with the CSM Concept by Mr. Haeberlin.

STAFF COMMENTS RELATED TO THE APPLICATION

The property is currently zoned B-3 Business District with the Town Center Overlay District applied. The property is also located within the Five Corners Master Plan area; therefore future site improvements, building construction, and materials are required to be consistent with the Five Corners Master Plan, the B-3 Business District, Design Standards, and the Town Center Overlay District, as applicable.

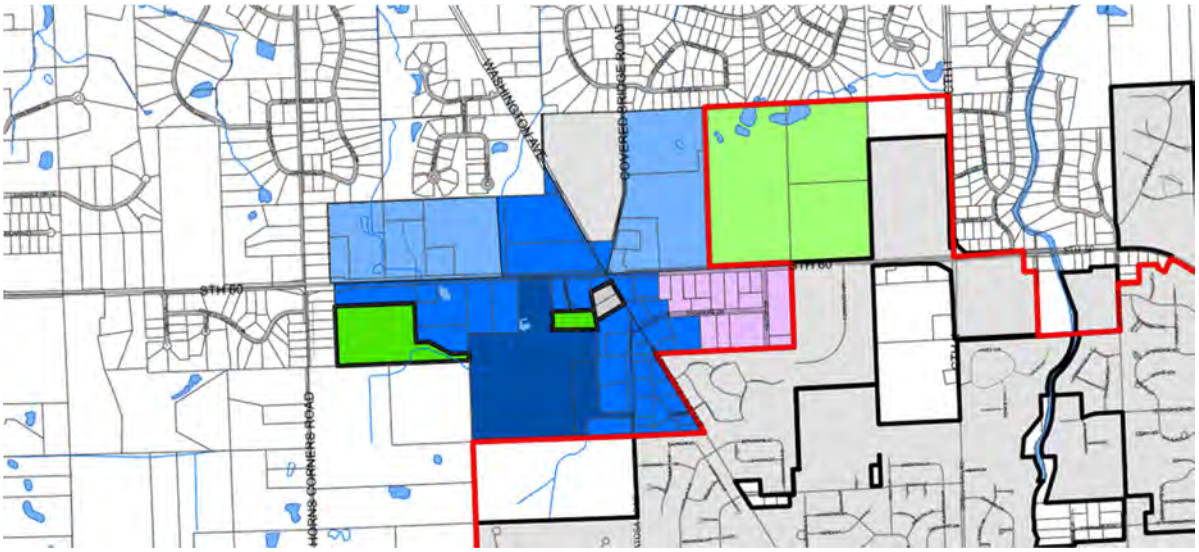
The applicant has identified the following uses linked to the B-3 Business District zoning text to be introduced to the site:

- Retail shops and stores (Principal uses in B-3 Business District – **Future Site Plan Required**)
- General merchandising establishments, distributors, food preparation / assembly, and retail take out of food sales (Conditional uses in B-3 Business District – **Future Conditional Use Permit Required**)

Based on the proposed uses and the current CUP issued to the property, a future Conditional Use Permit Amendment Application would be required.

Adequate parking for the property is a concern. This application is also tied to the Haeberlin CSM Concept review, which has a goal of creating additional parking areas for 1170 Wauwatosa Road. Staff recommends the CSM Concept is addressed first, then a formal joint CUP Amendment Application is made by both Daily Market Co. and the 1170 CSH Building LLC so all site and building improvements can be addressed at the same time.

The applicant should also be aware of the Town-initiated rezone of this parcel to MU-2 by Fall of 2026, as shown on the next page.



Additional information will need to be shared by the applicant with any future applications:

- More detailed business plan – hours of operation, number of employees, expected number of customers per day, list of special events and how the rental space is used, etc.
- More detailed site plan showing all existing and proposed conditions – includes proposed landscaping, lighting, parking improvements, location of dumpster enclosures, location of loading / delivery areas, etc.

It should be noted that all existing conditions listed on the current Conditional Use Permit must be considered with any future applications (see attached current CUP).

OBJECTING / APPROVING AGENCIES

Objecting and Approving Agencies will be alerted of any future applications; all comments will need to be resolved, as applicable.

ACTION REQUESTED

Staff requests the Plan Commission review the concept plan materials and provide:

1. Feedback on the current proposal and how it relates to both the current building and future development of the area, seeing this property has significant history with the Town.

ATTACHMENTS

I. Zoning Map
II. Applicant Materials
III. Current CUP

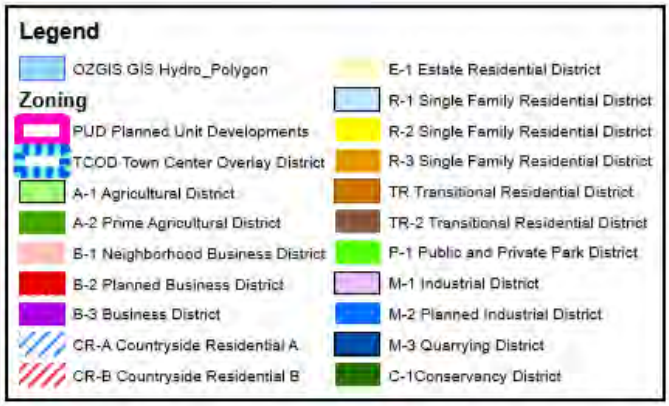
COPIES MAILED/E-MAILED TO

I. Applicants: acidandhoney4@gmail.com
II. Angie Streckenbock: als@thrive-architects.com
III. Dan McCreary: 4irishmacs@sbcglobal.net
IV. John Haeberlin: haebmdrn@msn.com

Action	Date	Status
PC Concept Discussion	4-15-2026	This Meeting
CUP Class 2 Public Notice News Graphic	-	-
CUP Post Cards within 1,000 feet	-	-
Plan Commission Meeting & Public Hearing	-	-
Town Board Meeting	-	-

ATTACHMENT I.





BUSINESS PLAN

Daily Market Co. (Daily Market Company)

Cedarburg, Wisconsin

Prepared By
Kristin Forrer & Carly Corson
Founders

Business Concept
Local Food Market, Vendor Marketplace & Commercial Kitchen

Executive Summary

This proposal outlines the development of a community-focused food market and commercial kitchen located in Cedarburg, Wisconsin.

The market will combine several complementary concepts in one space:

• specialty grocery market
• indoor farmers market with vendor shelves
• CSA produce memberships
• meat share subscription program
• shared commercial kitchen
• prepared foods and grab-and-go meals
• cooking and food education classes

The market will also serve as the retail home for **Acid & Honey**, a Cedarburg-based brand producing natural wellness products including shrubs, herbal foods, and tallow-based skincare.

Mission Statement

Our mission is to reconnect our community with nourishing food, local agriculture, and traditional wellness practices.

We believe food is medicine. By partnering with farmers, artisans, and regional food producers, the market will provide nutrient-dense foods and educational experiences that empower families to live healthier lives.

The market will function as a hub where residents can access clean food, support small businesses, and strengthen the regional food system.

Business Overview

The business will operate a **1,500 square foot market and commercial kitchen space**.

Area	Size
Market	700–800 sq ft
Commercial Kitchen	~500 sq ft
Total	~1,545 sq ft

The market will sell:

• local meats and poultry
• eggs and dairy
• fresh produce
• pantry staples such as flour, oats, sugar, grains and salts
• prepared foods and grab-and-go items
• herbal wellness products
• Acid & Honey products

Additional services include:

• vendor shelf rentals
• CSA produce memberships
• meat share subscriptions
• commercial kitchen rentals
• cooking and wellness classes

Market Opportunity

Cedarburg provides an excellent location for a specialty food market.

Key advantages include:

• strong community support for local businesses
• high household income levels
• an established farmers market culture
• growing demand for clean food and wellness products
• tourism traffic from the Milwaukee metro area

Most grocery options in the area are large chain supermarkets, leaving a gap for a **community-focused specialty market centered around local food and wellness**.

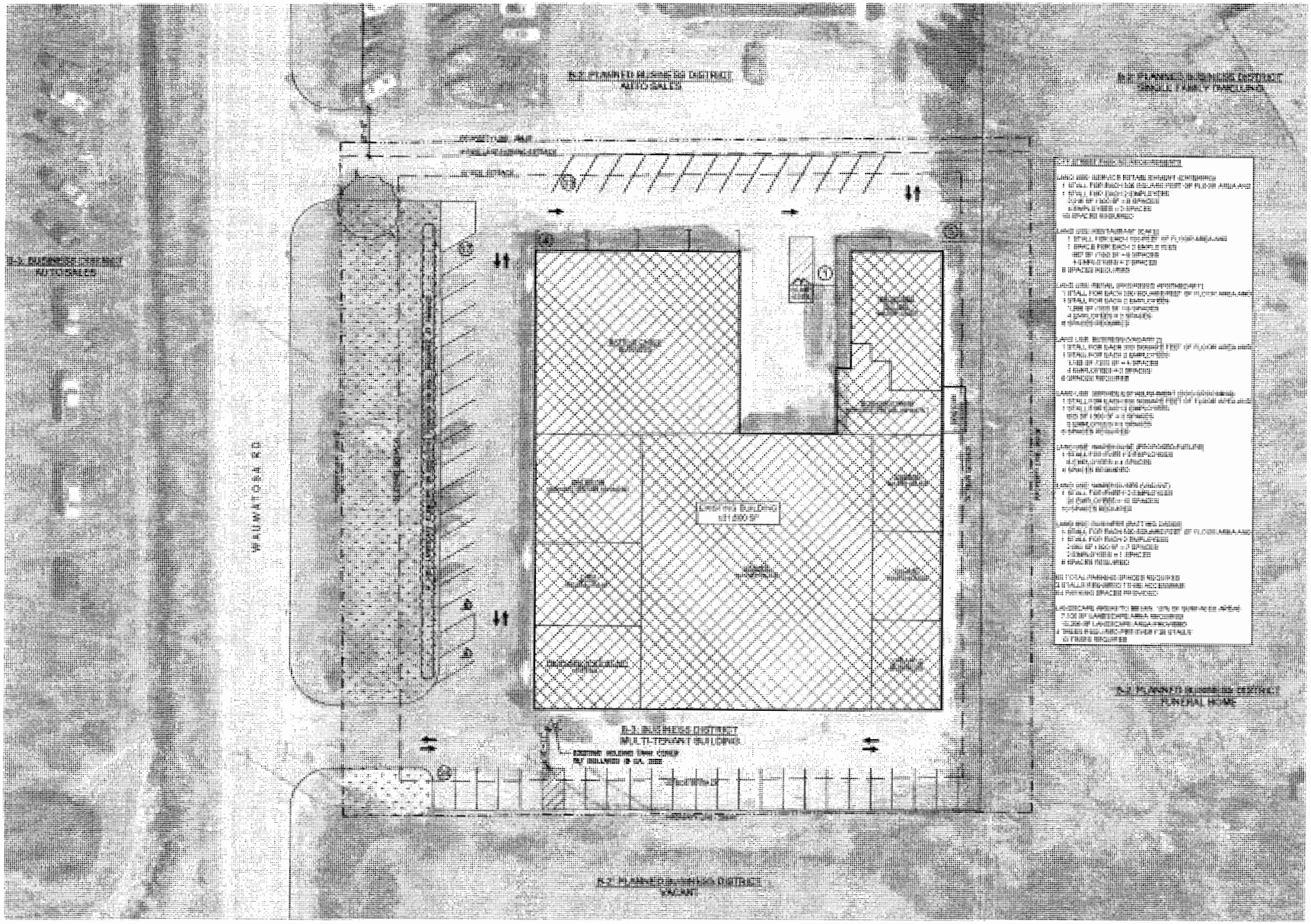
Products & Services

The market will offer a curated selection of:

Local meats and poultry
Eggs and dairy
Fresh produce
Prepared foods and grab-and-go meals
Pantry staples including flour, oats, grains, beans, sugar, and salts
Herbal wellness products
Acid & Honey products

The business will also operate several community programs including:

Vendor shelf rentals
CSA produce memberships
Meat share subscriptions
Commercial kitchen rentals
Cooking and wellness classes



SITE PLAN
SCALE: 1"=20' (22x34); 1"=40' (11x17)

1

N

NOT FOR CONSTRUCTION

THRIVE ARCHITECTS
+ INTERIOR DESIGN STUDIO

Architect
259 South Street, Suite A
WAUKESHA, WI 53186
p: 833-380-6180

Project Info. — 25126

CEDARBURG
SITE PLAN

SITE STUDY

1170 N Wauwatosa Rd.
Cedarburg, WI 53012

Sheet Title

SITE PLAN

Drawn by	Checked by
KJV	ALS

Revisions

No.	Date	Description
	04.08.2026	Preliminary

Sheet No.

SP1.0





CREAM CITY BRICK



IVORY CREAM



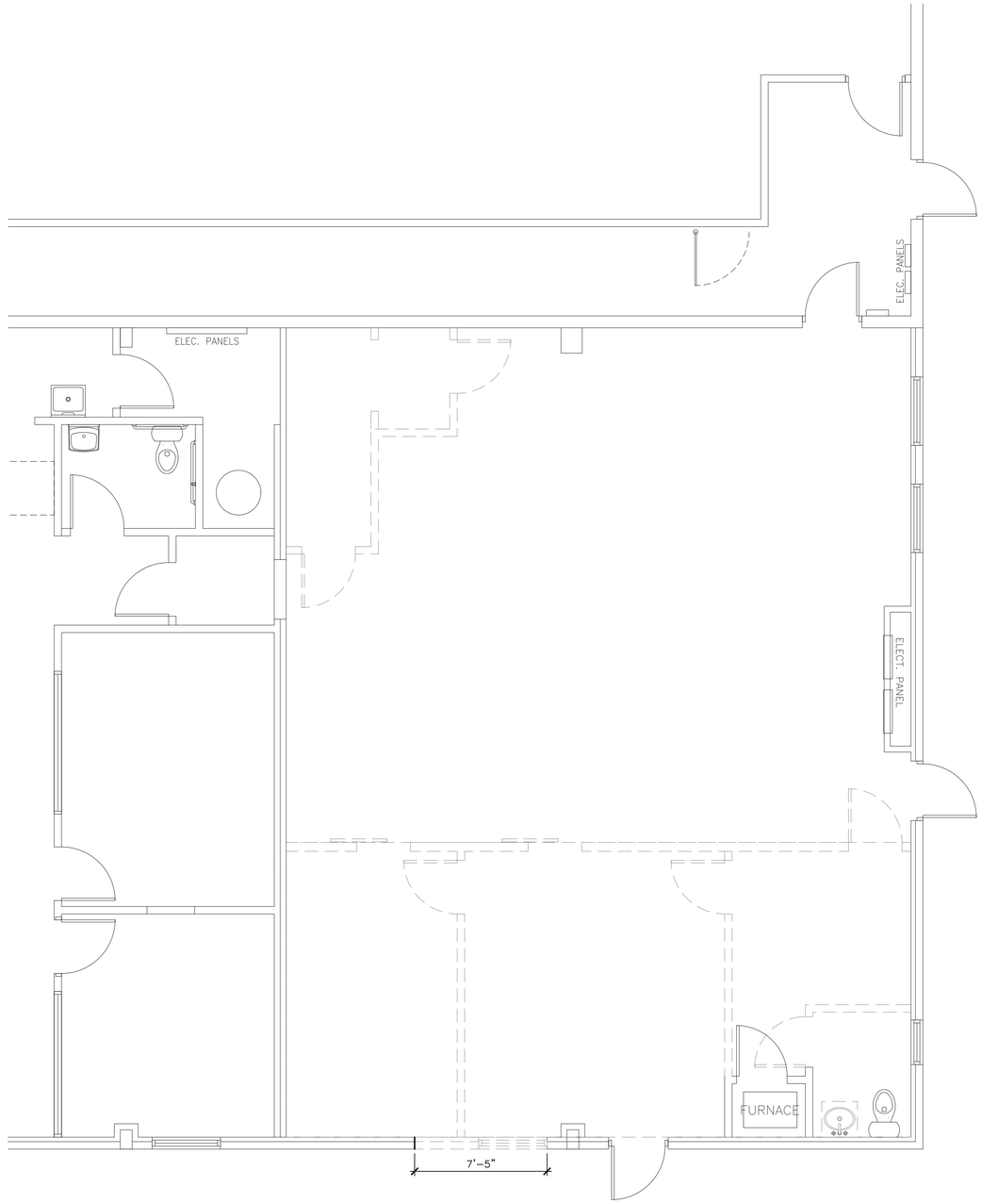
LINEN



OATMEAL


Daily Market Co


The Ozaukee Dugout
Red Apron Cafe
Daily Market Co.
Flying Fur



DEMOLITION PLAN
SCALE: 1/4"=1'-0" (22x34); 1/8"=1'-0" (11x17)

1

N

NOT FOR CONSTRUCTION

THRIVE ARCHITECTS
+ INTERIOR DESIGN STUDIO
Architect
259 South Street, Suite A
WAUKESHA, WI 53186
p: 833-380-6180

Project Info. — 26061

ACID AND HONEY

Interior Alteration

1170 N Wauwatosa Rd.
Cedarburg, WI 53012

© 2026 THRIVE ARCHITECTS, LLC

Sheet Title

DEMOLITION PLAN

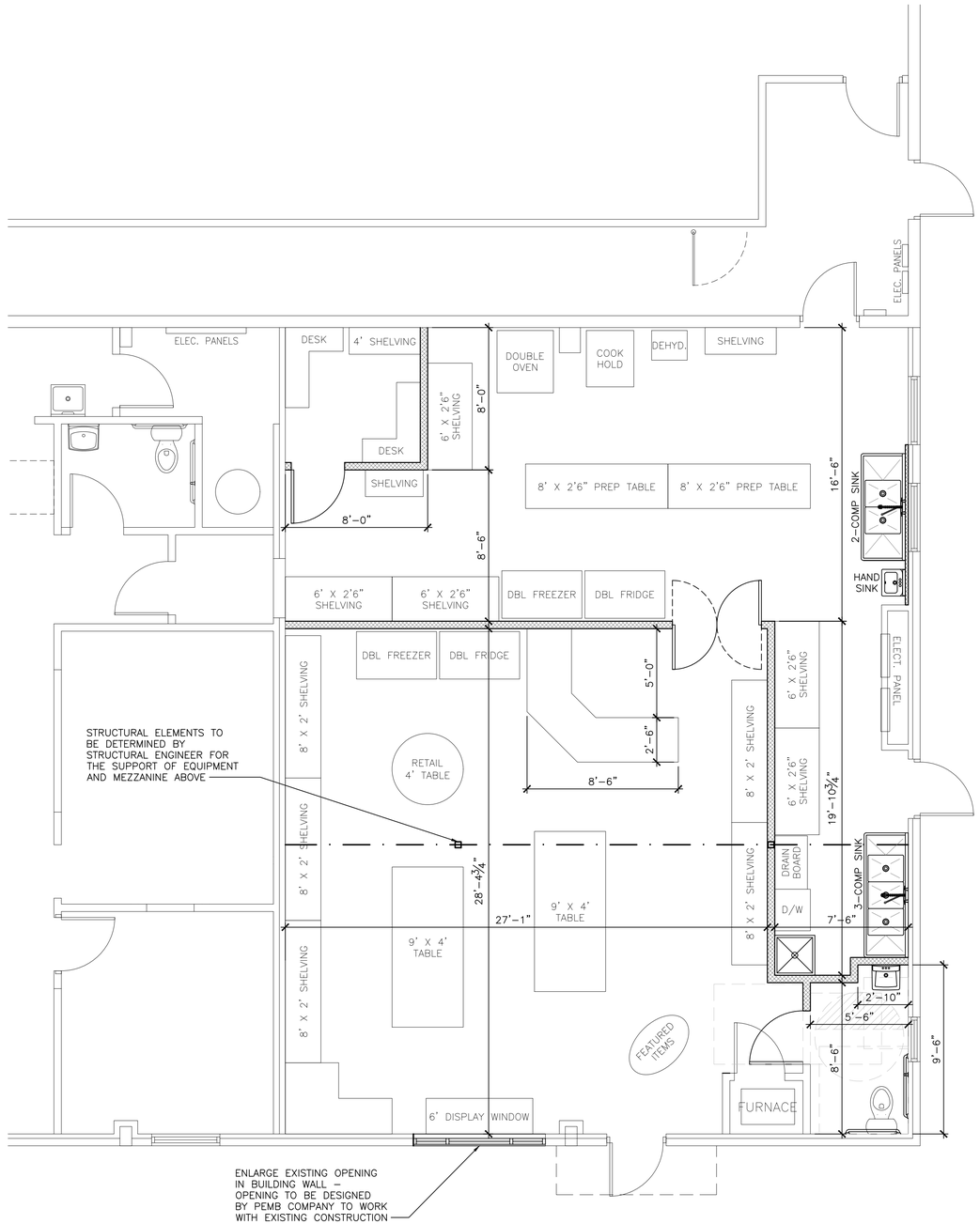
Drawn by	Checked by
KJV	ALS

Revisions

No.	Date	Description
	04.10.2026	Preliminary

Sheet No.

D1.0



FLOOR PLAN
SCALE: 1/4"=1'-0" (22x34); 1/8"=1'-0" (11x17)

1

N

NOT FOR CONSTRUCTION

THRIVE ARCHITECTS
+ INTERIOR DESIGN STUDIO
Architect
259 South Street, Suite A
WAUKESHA, WI 53186
p: 833-380-6180

Project Info. — 26061

ACID AND HONEY

Interior Alteration

1170 N Wauwatosa Rd.
Cedarburg, WI 53012

© 2026 THRIVE ARCHITECTS, LLC

Sheet Title

FLOOR PLAN

Drawn by	Checked by
KJV	ALS

Revisions

No.	Date	Description
	04.10.2026	Preliminary

Sheet No.

A1.0

Agenda Date: 6/17/26
PC Agenda Item: # 5e
TB Agenda Items: # 2, 3

PLAN COMMISSION & SPECIAL TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Plan Commission & Town Board of Supervisors

MEMO FROM: Eric Ryer, Administrator, Town Attorney, Brad Hoeft

MEMO WRITTEN: June 5, 2026

MEMO SUBJECT: PC **Item #5e:** Discussion and possible recommendation on Ordinance 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin"*
TB **Item #2:** Public hearing to take comment on Ordinance 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin"
TB **Item #3:** Discussion and possible motion on Ordinance 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin"*

BACKGROUND

Wisconsin 2025 Act 68 was enacted December 2025, and requires all local governments to amend land division/subdivision ordinances by July 1, 2026. The law makes changes to existing statutory language and introduces new requirements for the approval of subdivision plats. Accordingly, municipalities must update ordinances to reflect these changes (Chapter 184 Land Division). Below is list of items to be addressed:

- Review and amend the Purpose Statement at the beginning of the ordinance.
- Amend the ordinance to add language providing for an informal non-binding pre-submission conceptual review of preliminary plats.
- Amend the ordinance so that a subdivider may submit preliminary rather than final plans and reports regarding sewer, water, road cross sections, grading, stormwater, soil testing, landscaping and street lighting.
- Amend the ordinance so it reads that the subdivider agrees to install public improvements reasonably necessary and provide financial security to ensure that the subdivider will make the improvements within a reasonable time after approval. Municipalities can no longer require that public improvements be installed or accepted as a condition of submitting, reviewing, approving, or recording of a preliminary or final plat. The Town could require as a condition that the public improvements be installed within a reasonable period of time after the plat is approved.
- Amend the ordinance so that upon such substantial completion of public improvements, outstanding local building permits for home sites on the plat that meet requirements of building codes and zoning ordinances shall be released and may not be withheld solely because of the status of the public improvements.

- Amend the ordinance so that plats approved under 236.10, or deemed approved under 236.11 are entitled to be recorded no less than 10 days after the subdivider submits the plat with certificates and affidavits as required under statute.

Since Chapter 184 must be addressed at this time, staff took the opportunity to propose other amendments to update the chapter in regard to referencing current staffing, reviewing authorities referenced, recovering professional service costs to the Town related to land division/plat applications, and other edits. Attorney Hoeft is in the process of reviewing the draft Ordinance 2026-10 for consideration by the Plan Commission and Town Board. Of note is that amendments related to Wisconsin 2025 Act 68 are not optional, but required by statute.

The ordinance will be added to the online packet and the Plan Commission and Board notified once available from the Attorney.

PUBLIC NOTICE

Wis. Stat. Sec. 236.45 (4) provides that "*[b]efore adoption of a subdivision ordinance or any amendments thereto the governing body shall receive the recommendation of its planning agency and shall hold a public hearing thereon. Notice of the hearing shall be given by publication of a class 2 notice, under ch. 985. …*"

Such notice was published in the News Graphic on June 2nd and June 9th.

PLAN COMMISSION ACTION REQUESTED

Staff requests the Plan Commission make a recommendation to the Town Board on Ordinance 2026-10.

TOWN BOARD ACTION REQUESTED

Staff requests the Town Board hold a public hearing on Ordinance 2026-10.
Following the public hearing, the Board should take action on Ordinance 2026-10.

ATTACHMENT

I. Draft Ordinance 2026-10 **(to be added once received form the Town Attorney)**

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

ORDINANCE NO. 2026-10

An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin.

WHEREAS, the Town of Cedarburg is a body corporate and politic; and

WHEREAS, the Town currently regulates land divisions under Chapter 184 Land Division of the Town Code; and

WHEREAS, the State of Wisconsin passed and signed into law 2025 Wisconsin Act 68 relating to subdivision plat approvals; and

WHEREAS, all notices required by Town Code and State Statutes have been published and a public hearing was held before the Town Board of Supervisors on June 17, 2026; and

WHEREAS, the Plan Commission of the Town of Cedarburg, by a majority vote of the entire Commission, has recommended the Town Board adopt the following amendments to Chapter 184 Land Division; and

WHEREAS, the Town Board has determined that such amendments will promote the public health, safety, and welfare of the general public and the Town, and has directed that Chapter 184 Land Division of the Town of Cedarburg be amended accordingly.

NOW, THEREFORE, BE IT ORDAINED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, that Chapter 184 Land Division of the Town of Cedarburg is hereby amended to read as follows:

(The text modified with a strikethrough shall be deleted).
(The text modified with an underline shall be added).

§ 184-1. Title; purpose.

The title of this chapter is the "Town of Cedarburg Land Division Ordinance." The purpose of this chapter is to regulate and control the division of land within the limits of the Town of Cedarburg, Ozaukee County, Wisconsin, in order to accomplish all of the following purposes:

A. Promoting the public health, safety, ~~convenience,~~ and general welfare of the Town of Cedarburg.
B. Supplementing county, state, and federal land division controls to implement any Town comprehensive plan, master plan, or other land use plans.
C. ~~Promoting~~ Furthering the ~~planned and~~ orderly layout and use of the land in the Town of Cedarburg.
D. Encouraging the most appropriate use of the land throughout the Town of Cedarburg.
~~E. Minimizing the public impact resulting from the division of large tracts into smaller parcels of land in the Town of Cedarburg.~~
E.~~F~~. Facilitating the adequate provision of transportation, water, sewerage, health, education, recreation, and other public requirements in the Town of Cedarburg.

DRAFT

F. ~~G.~~ Providing the best possible environment for human habitation in the Town of Cedarburg.
G. ~~H.~~ Enforcing the goals and policies set forth in any Town comprehensive plan, master plan, or other land use plans.
H. ~~I.~~ Ensuring that the design of the street system provides proper ingress and egress and will ~~not have a negative~~ have a positive long-term effect on ~~neighborhood quality,~~ traffic flow and safety in the Town of Cedarburg.
I. ~~J.~~ Realizing goals, objectives, policies, and development standards set forth in plans, codes, and ordinances adopted by the Town of Cedarburg.
J. ~~K.~~ Securing safety from fire, flooding, and other dangers in the Town of Cedarburg.
K. ~~L.~~ Avoiding the inefficient and uneconomical extension of governmental services in the Town of Cedarburg.
L. ~~M.~~ Conserving the value of prime agricultural soils in the Town of Cedarburg.
M. ~~N.~~ Providing for the conservation of the agriculturally important lands in the Town of Cedarburg by minimizing conflicting land uses.
N. ~~O.~~ Promoting the rural and agricultural character~~, scenic vistas,~~ and the natural beauty of the Town of Cedarburg.
O. Promoting proper monumenting of land subdivided and conveyancing through ~~Ensuring~~ accurate legal descriptions.
P. Ensuring that land is developed in a manner that supports healthy, livable communities; to foster the development of a range of housing types; to advance complete streets that prioritize safety, comfort, and accessibility for pedestrians, cyclists, transit riders, and motorists alike.
Q. Providing for adequate light and air.
R. Encouraging development patterns that provide safe and convenient transportation choices for a variety of users.
~~Q.~~ S. Providing for administration and enforcement of this chapter by the Town Board.

§ 184-7 Specific compliance provisions.

A. All parcels, lots, or outlots that will be proposed to be divided for land division purposes under this chapter that are bisected or divided by a public road, public street, public trail, or a navigable water shall be divided along these natural or constructed features.
B. No land shall be issued a land division approval:

(1) If the Town Board of the Town of Cedarburg determines that any proposed land division plat or certified survey map will materially interfere with existing agricultural uses or will conflict with other goals, objectives, and policies as set forth in the Town Comprehensive Land Use Plan, master plan, or other land use plan. In addition, the land division approval must be determined to be, by the Town Board, consistent with the Town comprehensive plan, if any, and if any other land division plat approval or certified survey map approval to the land applies, the most restrictive requirements to the land apply.
[Amended 10-4-2006 by Ord. No. 2006-11]
(2) For a purpose that poses a significant threat to the quality or quantity of groundwater in the Town of Cedarburg.
(3) If it is held unsuitable by the Town Board for its proposed use for reason of flooding, inadequate drainage, dangerous or hazardous land conditions, adverse soil or rock formation, severe erosion potential, unfavorable topography, inadequate water supply or sewage disposal or maintenance capabilities, impairment of wildlife habitat ~~and scenic vistas~~, improper utilization of prime farm soils, undue costs and inefficiencies in the provision of Town of Cedarburg governmental services, or any other feature likely to be harmful to the health, safety, or welfare of persons. ~~of current or future residents of the Town of Cedarburg, or likely to cause a public nuisance in the Town of Cedarburg~~. The Town Plan Commission may require any proposed land divider to furnish maps, data, and other information as may be necessary to determine land suitability.

C. No person shall be issued any land division approval by the Town Board until the appropriate land division fees have been paid to the Town Clerk.
D. No person shall be issued any land division approval by the Town of Cedarburg who has failed to properly and fully complete and submit to the Town Board the land division forms developed and provided by the Town of Cedarburg. All final plats or certified survey maps submitted for approval shall be accompanied by a copy in electronic form acceptable to the Town and the County Register of Deeds.
[Amended 11-7-2007 by Ord. No. 2007-17]
E. No person shall sell any parcel of land, lot, or outlot of one acre or more in size in the Town of Cedarburg if it abuts on a road which has not been accepted as a public road unless the seller informs the land purchaser in writing of the fact that the road is not a public road and is not required to be maintained by the Town of Cedarburg or the County of Ozaukee.
F. No person shall be issued a final land division approval by the Town Board:

(1) Until the land divider agrees to ~~makes or~~ install~~s all~~ any public improvements deemed reasonably necessary by the Town Board ~~or until the land divider~~ and provide financial security ~~executes a surety bond or other security acceptable to the Town Board~~ to ensure that the land divider will make these public improvements within a reasonable time after approval ~~established by the Town Board~~. The Town Board may not require that public improvements be installed or accepted as a condition of submitting, reviewing, approving, or recording of a preliminary or final plat. The Town Board may not require the subdivider to provide security at the commencement of a project in an amount that is more than 120 percent of the estimated cost to complete the required public improvements, as determined by Wis. Stat. Ch. 236.

(2) Until the land divider submits and obtains approval of the proposed land division plat or proposed certified survey map, if required by the following approving authorities:

(a) Ozaukee County.
(b) Wisconsin Department of Natural Resources.
(c) Wisconsin Department of Transportation.
(d) Wisconsin Historical Society.

~~(3) Unless any proposed Town of Cedarburg roads have been specifically accepted for dedication/approved by the Town Board. The applicant shall finish all necessary improvements in accordance with plans and standard specifications approved by the Town of Cedarburg Plan Commission.~~

(3~~4~~) Unless any natural gas, electrical power, cable and telephone facilities are installed in such manner as to make adequate service available to each parcel, lot, or outlot in the proposed land division. No such electricity, cable, or telephone service shall be located on overhead poles. In addition, plans indicating the proposed location of any new or replacement natural gas, electric, cable, and telephone facilities required to serve the land division shall be noticed to and approved by the Town Board.

G. No person shall be issued a final land division plat approval by the Town Board:

(1) Until the land divider agrees, in writing, that the land divider will be responsible for the cost of any necessary alteration of any existing utilities that by virtue of the land division are within the public right-of-way.

(2) Unless all public improvements to be constructed or installed as required by the Town Board within the land division plat area or certified survey map area meet the requirements established ~~in writing~~ by the Town Board.

H. No person shall, unless specifically waived ~~in writing~~ by the Town Board, be issued a final land division approval by the Town Board unless formal dedication of parks, open spaces, or sites for other public uses has been made, as required by the Town Board, at no cost to the Town of Cedarburg, or such fees, in lieu of such dedication, as established by the Town Board, shall have been paid by the land divider to the Town ~~Treasurer of the Town of Cedarburg~~.

§ 184-9. Land division concept plan.

A. Pre-submission Conceptual review. The Town, having authority under Wis. Stat. §. 236.10 to approve a subdivision shall provide the subdivider the opportunity to meet informally with representatives of the Town before the subdivider submits a preliminary plat for approval, or a final plat if the subdivider does not intend to submit a preliminary plat for approval, to obtain the representatives' conceptual review of the subdivider's proposed subdivision and opinions regarding whether the subdivision complies with the Town's requirements and conditions for approving plats. Conceptual reviews and opinions provided under this section are not binding on the town, county, or the subdivider.

B. ~~A.~~ Any land divider who divides, or proposes to divide for land division purposes, land located in the Town of Cedarburg that will create a land division, including a cluster development, major subdivision, certified survey map, minor land division, replat, or revision of an existing land division, shall, prior to any submittal of any preliminary plat or certified survey map information, submit to the Plan Commission a land division concept plan checklist and concept plan with the appropriate fee. Checklist forms may be obtained from the Town Clerk.

(1) The intention is to inform the subdivider of the purpose and objectives of these regulations, the Comprehensive Land Use Plan, comprehensive plan components and duly adopted plan implementation devices of the Town and to otherwise assist the subdivider in planning his/her development. In so doing, both the subdivider and planning agency may reach mutual conclusions regarding the general program and objectives of the proposed development and its possible effects on the neighborhood and community. The subdivider will gain a better understanding of the subsequent required procedures.

(2) This provision does not apply to a correction instrument, except that if the affidavit in the correction instrument would change the areas dedicated to the public or restricted for the public benefit, then the Town Board must approve such change.

C. ~~B.~~ With any initial land division concept plan checklist the land divider shall submit three paper and one electronic copy ~~20 copies~~ of a concept plan to the Town Clerk ~~Plan Commission~~. Each submission shall include all contiguously owned land, except that the concept plan need not show more than 20 times the area of the intended certified survey. The concept plan shall comply with the land division concept plan checklist, available from the Town Clerk.

D. ~~C.~~ The Town Director of Public Works, Town Engineer, consulting planner and or their designee shall review the initial land division concept plan checklist and concept plan for completeness, including payment of the applicable concept plan checklist fee. The Town Clerk ~~Director of Public Works~~ shall thereafter notify the land divider if the concept plan checklist is determined by the Town Director of Public Works, Town Engineer, consulting planner or their designee to be complete or incomplete. The Town ~~Director of Public Works~~ shall provide written reasons for any alleged incompleteness of the concept plan checklist with the notification. The Town Clerk shall transmit the copies of any complete land division concept plan checklist and concept plans to the Town Plan Commission. Submittals will be transmitted to the Town Plan Commission only after the Town determines them to be complete.

E. ~~D.~~ The Town Clerk shall send to the land divider a notice and agenda of the scheduled date of the Town Plan Commission for the appropriate meeting to review and consider the complete ~~or incomplete~~ concept plan checklist and any preliminary approvals for the land division prior to the date of the meeting.

F. ~~E.~~ The land divider and/or the land divider's designee shall attend the meeting and present the proposed land division, preliminary plat or map documents and concept plan to the Town Plan Commission for its consideration. Failure of the land divider or designee to attend the meeting ~~or provide a complete land division concept plan checklist~~ may be used as grounds for the Town Plan Commission to recommend denial of any later requested approvals for the land division.

§ 184-10 Major subdivision preliminary plat.

A. After the submittal of the concept plan and checklist as noted in § 184-9 and the review by the Plan Commission, the land divider shall submit the preliminary plat/certified survey map checklist, the major subdivision preliminary plat, public improvements plan, and other relevant document information to be reviewed by the Town Plan Commission for conformance and consistency with §§ 236.11 and 236.12, Wis. Stats., and this chapter, any Town comprehensive plan, any land use plan or master plan and all other applicable Town of Cedarburg ordinances, rules, regulations, and plans. The Town Plan Commission shall also review applicable county, state and federal laws, ordinances, rules, regulations and plans for consistency and conformity that may affect the proposed major subdivision.

B. Before submitting a preliminary plat for approval, the subdivider shall prepare a preliminary plat and a letter requesting approval of the preliminary plat. The preliminary plat shall be prepared in accordance with this chapter, and the subdivider shall file an adequate number of copies of the plat and the request for approval as required by this section with the Town Clerk at least 30 days prior to the meeting of the Plan Commission at which action is desired. The Town Clerk shall submit a copy of the preliminary plat to the ~~Plan Commission and to the~~ Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ for review and written report of their ~~his~~ recommendations and comments ~~reactions~~ to the proposed plat to the Plan Commission.

(1) A subdivider that submits a preliminary plat for approval under §§ 236.11 may submit preliminary, rather than final, plans and reports regarding sewer, water, road cross-sections, grading, stormwater, soil testing, landscaping, and street lighting. The approving authority, or its agent authorized to approve preliminary plats, may not reject the preliminary plat on the basis that the plans and reports are not final, but the approving authority or its agent may approve conditionally the preliminary plat on that basis and state in writing the conditions of approval as allowed under §§ 236.11, including conditions that final plans and reports are submitted. ~~Simultaneously with the filing of the preliminary plat, the owner shall file with the Town Clerk five complete sets of pre-final plans 90% complete and specifications for the construction of any public improvements required by this chapter.~~ The plans for all public improvements shall be prepared in accordance with the ~~pre-final plan~~ checklist provided by the Town Clerk. This checklist shall be included with the submittal of the preliminary plat.

(2) The Plan Commission shall require submission of a draft of the legal instruments and rules for proposed property owners' associations when the subdivider proposes that common property within a subdivision would be either owned or maintained by such an organization of property owners.

(3) The surveyor preparing the preliminary plat shall certify on the face of the plat that it is a correct representation of all existing land divisions and features and that they have ~~he has~~ fully complied with the provisions of this chapter. The following shall also be filed with the preliminary plat:

(a) A statement of the proposed use of lots stating type of residential buildings with number of proposed dwelling units and types of business or industry so as to reveal the effect of the development on traffic, fire hazards and congestion of population;

(b) If any zoning changes are contemplated, the proposed zoning plan for the areas, including dimensions; and

~~(c) Where the subdivider owns property adjacent to that which is being proposed for the subdivision, the Plan Commission may require that the subdivider submit a preliminary plat of the remainder of the property so as to show the possible relationships between the proposed subdivision and future subdivision. In any event, all subdivisions must be shown to relate well with existing or potential adjacent subdivisions.~~

(4) Referral to other agencies. The Town Clerk shall, within two days after filing, transmit two copies to the applicable County reviewing departments, committees, and objecting agencies ~~Zoning Committee~~, if the subdivision involves a shoreland zoning district(s), two copies to the County Land and Water department and Planning and Parks department and Natural Resources Committee ~~Commission~~, if the subdivision adjoins a county park, two copies to

the Supervisor of Plat Review in the Wisconsin Department of Administration, additional copies to the Supervisor of Plat Review for retransmission of two copies each to the Wisconsin Department of Transportation if the subdivision abuts or adjoins a state trunk highway or a connecting street and the Wisconsin Department of Commerce if the subdivision is not served by the public sewer and provision for such service has not been made, and an adequate number of copies to the Plan Commission. The County ~~Zoning Committee~~, the Wisconsin Department of Administration, the Wisconsin Department of Transportation, Wisconsin Department of Natural Resources and the Wisconsin Department of Commerce shall be hereinafter referred to as objecting agencies.[1]

[1]*Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

C. The subdivider shall submit to the Town Clerk and to those agencies having the authority to object to plats under provisions in Ch. 236, Wis. Stats., copies of a preliminary plat based upon an accurate exterior boundary survey by a registered land surveyor which shall show a major subdivision preliminary plat which shall be required for all proposed major subdivisions and shall be based upon a survey by a registered land surveyor and the plat prepared on paper of good quality at a map scale of not more than 100 feet to the inch and shall show correctly and completely on its face all items listed in the preliminary plat/certified survey map checklist.

D. Unless the timeline is extended by agreement with the land divider, the Town Board shall, within 90 days of the date of receipt by the Town Clerk of a complete proposed preliminary plat, deem the major subdivision preliminary plat complete, approve ~~grant preliminary approval of~~, ~~grant~~ approve conditionally ~~approveal of~~, or reject the major subdivision preliminary plat and shall state in writing any conditions of approval or reasons for rejection, unless the time is extended by agreement with the subdivider. Failure of the approving authority or its agent to act within the 90 days, or extension thereof, constitutes an approval of the preliminary plat ~~as proposed~~. One copy of the major subdivision preliminary plat shall thereupon be returned to the land divider with the date and action endorsed thereon. If approved conditionally or rejected, the conditions for approval or reasons for rejection shall be stated in the minutes of the meeting and a letter setting forth the conditions of approval or the reasons for rejection shall be sent to the land divider. Reasons for conditional approval or rejection may include nonconformance or inconsistency with this chapter, the Town comprehensive plan, master plan, or other land use plan, nonconformance or inconsistency with Town of Cedarburg ordinances, rules, regulations, or plans, and nonconformance with applicable county, municipal, state, or federal laws, ordinances, rules, regulations, or plans. One copy of the major subdivision preliminary plat shall be filed with the Town Clerk for the Town of Cedarburg records.

E. In the event of a rejection of the proposed major subdivision preliminary plat by the Town Board, the Town Board shall recite in writing the particular facts upon which it bases its conclusion for rejection, including incompleteness of preliminary plat/certified survey map checklist or that the land is not suitable for the proposed land division. The Town Plan Commission shall afford the land divider 30 days from the notification of rejection for the opportunity to review the Town Board's decision of unsuitability and present evidence refuting the determination, if so desired. Thereafter, the Town Plan Commission may recommend that the Town Board affirm, modify, or withdraw its prior determination of unsuitability. The Town Board may affirm, modify, or override the Town Plan Commission decision or recommendation. The Town Board shall recite in writing findings for any decision to modify or override the Town Plan Commission's decision or recommendation.

F. ~~If the Town Board denies two consecutive major subdivision preliminary plats for the same parcel, no subsequent reapplication for a major subdivision approval of that parcel will be accepted, received, or considered by the Town Board or Town Plan Commission within three months of the second denial.~~

~~G.~~ The subdivider shall pay a fee to reimburse ~~equal~~ the actual cost to the Town of Cedarburg and/or consultants for professional services per §**21-16** of the Town Code related to the application. ~~to the actual cost to the Town for all engineering work incurred by the Town in connection with the preliminary plat and public improvement plan.~~

~~H. The subdivider shall pay a fee equal to the cost of any legal, administrative or fiscal work which may be undertaken by the Town in connection with the preliminary plat and public improvement plan.~~

§ 184-11 Major subdivision final plat.

A. The major subdivision final plat shall comply fully with §§ 236.11, 236.12, 236.20, 236.21, and 236.25, Wis. Stats.

B. The Town Clerk shall refer two copies of the final plat to the Plan Commission, one copy to the consulting planner, Town Engineer, and Director of Public Works or their designee ~~Town Administrator~~, and a copy each to the telephone, gas, cable, power and other utility companies. The abstract of title or registered property report shall be referred to the Attorney along with applicable legal documents and instruments for ~~his~~ examination and report. The Town Clerk shall also refer the ~~final~~ plans and specifications of public improvements to the consulting planner, Town Engineer, and Director of Public Works or their designee ~~Town Administrator~~ for review. The recommendations of the Plan Commission, consulting planner, Town Engineer, Director of Public Works and Town Attorney or their designee ~~Town Administrator~~ shall be made within 30 days of the filing of the final plat. The ~~Town Administrator~~ consulting planner, Town Engineer, Director of Public Works or their designee shall examine the plat or map and ~~final~~ plans and specifications of public improvements for technical details and, if they finds ~~them~~ satisfactory, shall so certify in writing to the Plan Commission. If the plat or map or the plans and specifications are not satisfactory, the Town ~~Administrator~~ shall return them to the owner and so advise the Plan Commission.

C. A professional engineer, a planner, or another person charged with the responsibility to review plats shall provide the approving authority with his or her conclusions as to whether the final plat conforms substantially to the preliminary plat and with his or her recommendation on approval of the final plat. The conclusions and recommendation shall be made a part of the record of the proceeding at which the final plat is being considered and are not required to be submitted in writing. The Plan Commission shall examine the final plat as to its conformance with the approved preliminary plat, any conditions of approval of the preliminary plat, this chapter and all ordinances, rules, regulations, comprehensive plans and comprehensive plan components which may affect it and shall recommend approval, conditional approval or rejection of the plat to the Town Board.

D. The Town of Cedarburg requires an updated abstract of title certified to date of submission or, at the option of the applicant, a policy of title insurance or a certificate of title from an abstract company for examination in order for the Town Board or its designees to ascertain that all parties in interest have signed the owner's certificate on any plat.

E. A copy of the approved major subdivision final plat shall be recorded with the Register of Deeds office within six months of the approval by the Town Board. Subject to Wis. Stat. Ch. 236, a final plat that has the approvals required under § 236.10, or that is deemed approved under § 236.11, is entitled to be recorded. The approving authority for the plat shall make a certificate to that effect on the face of the plat no later than 10 days after the subdivider submits the plat with the certificates and affidavits required under Ch. 236 Wis. Stats. All final plats shall be accompanied by a copy in electronic form acceptable to the Town and the County Register of Deeds.

[Amended 10-4-2006 by Ord. No. 2006-11; 11-7-2007 by Ord. No. 2007-17]

F. A copy of the approved major subdivision final plat as recorded in the Register of Deeds office shall be filed with the Town Clerk within five days of the recording.

~~G. Prior to any request for any major subdivision final plat approval and recording of the plat or map, the land divider shall seek and obtain from the Town Board a resolution from the Town of Cedarburg specifically stating that the Town of Cedarburg accepts from the land divider all lands shown on the plat as dedicated to the Town of Cedarburg for the public, including street or road dedications.~~

G. ~~H.~~Prior to any request for the final major subdivision approval and recording of the major subdivision plat, the land divider shall seek and obtain a resolution from the Town specifically stating what, if any, public benefit restrictions or conditions have been placed on the platted land by the Town of Cedarburg under § 236.293, Wis. Stats and by any developer's agreement and developer's schedule. The Town Board, by resolution, may later waive these restrictions or conditions.

H. ~~I.~~Prior to any request for the final major subdivision final plat approval and recording of the major subdivision plat, the land divider shall seek and obtain a letter of recommendation from the Town consulting planner, Town Engineer, Director of Public Works, Town Attorney, or their designee ~~Administrator~~ to the Plan Commission that all public improvements have been or are on track to be completed in accordance with the approved plan or that a surety bond or other approved security has been executed to ensure that he or she will make those improvements within a reasonable time after the plat is approved ~~in a specified time~~.

I. ~~J.~~The Town Board shall approve or reject the major subdivision final plat within 60 days of its submission to the Town Clerk unless extension of the time is mutually agreed with the subdivider or subdivider's agent ~~in writing~~. Appropriate notices shall be provided as noted in § 236.11(2), Wis. Stats.

J. ~~K.~~The subdivider shall file 10 copies of the final plat with the Town Clerk for distribution to the approving agencies and other affected agencies for their files.

K. ~~L.~~The subdivider shall pay a fee to reimburse ~~equal~~ the actual cost to the Town of Cedarburg and/or consultants for professional services per §**21-16** of the Town Code related to the application and ~~to the actual cost to the Town for all engineering work incurred by the Town~~ in connection with the plat or certified survey map.

~~M. The subdivider shall pay a fee equal to the cost of any legal, administrative or fiscal work which may be undertaken by the Town in connection with the plat or certified survey map.~~

L. ~~N.~~Signs and installation costs for traffic control, street names and any other costs of the Town of Cedarburg not otherwise provided for in the ordinances are to be paid by the subdivider and/or included in the contract insuring installation.

§ 184-12 Minor land division.

Any division that proposes to divide land where no more than four parcels or building sites of one acre or more are created or where no more than four parcels or building sites of one acre or more are created by successive land divisions within a period of five years, or when it is proposed to divide a block, lot or outlot into not more than four parcels or building sites within a recorded subdivision plat without changing the exterior boundaries of the block, lot or outlot, the subdivider shall subdivide by use of a certified survey map, prepared in accordance with § 236.34, Wis. Stats, and § 184-13 and the following provisions of this chapter. Any land division requiring the dedication of public right-of-way for the construction of a public roadway and related public improvements shall not be subdivided by use of a certified survey map.

A. Prior to submittal of any minor land division or certified survey map, the land divider shall have submitted to the Town Clerk the land division concept plan checklist and concept plan, as noted in § 184-9. The concept plan and checklist shall be reviewed by the Plan Commission for conceptual approval to establish conformity and consistency with surrounding existing or proposed developments, adjacent or future highways, schools, other planned public developments, the Town of Cedarburg comprehensive plan and generally for the effect the minor land division would have on the development of surrounding property.

B. The subdivider shall cause a certified survey map to be prepared in accordance with conceptual review made by the Plan Commission of the concept plan and checklist and submit three paper copies and one electronic copy ~~20 copies~~ along with the individual lot percolation tests and soil borings (for lots not served by public sewer) to the Town Clerk. The Plan Commission shall review information provided by the subdivider, including an analysis of soil types; topography; proposed erosion control and stormwater management; access to any abutting street or highway; conformance with this chapter, Ch. 236, Wis. Stats., established street and highway width maps and official maps; and any other information considered necessary for the review of the land division. If public improvements are required as a recommendation from the Plan Commission's conceptual review, the pre-final construction plans shall be submitted in accordance with the pre-final plan checklist at the same time as the certified survey map.

C. Minor land division requirements.

(1) The certified survey map shall comply with the provisions of this chapter relating to general requirements, design standards, and required improvements. Conveyance by metes and bounds shall be prohibited.

(2) The survey shall be performed and the map prepared by a land surveyor registered in the State of Wisconsin.

(3) All corners shall be monumented in accordance with § 236.15(1)(c) and (d), Wis. Stats.

(4) Certificates and affidavits.

(a) The map shall include the affidavit of the surveyor who surveyed and mapped the parcel, typed, lettered or reproduced legibly with nonfading black ink, giving a clear and concise description of the land surveyed by bearings and distances,

commencing with some corner marked and established in the U.S. Land Survey. Such affidavit shall include the statement of the surveyor to the effect that he has fully complied with the requirements of this section.

(b) The certificate of approval of the Plan Commission and the Town Board shall be typed, lettered or reproduced legibly with nonfading black ink on the face of the map.

(c) The owner's name, address and signature shall be included.

(d) Signature lines and dates for approval by the Town Chairperson and Town Clerk shall be included.

D. On-site sewage disposal.

(1) All lots created by certified survey maps for residential use will be required to meet the following conditions prior to approval by the Town Board:

(a) Certified survey map and land use study (as required in the land division concept plan checklist) in accordance with this chapter.

(b) Complete percolation and boring test which would support the installation of the initial and replacement conventional soil absorption systems, in accordance with ~~§§ Comm 83.09(4) and (5) and 83.23~~ §§ Wis. Adm. Code SPS 383, and their latest revision.

(c) Preplanning of lots and the location and size of the seepage fields for the division of any and all land containing soils with severe or very severe limitations as indicated in the Town of Cedarburg Zoning Code. Minimum areas for preplanned soil absorption systems and requirements for soil absorption systems shall be as specified in ~~§ Comm 85.04(7),~~ the Wis. Adm. Code.

(d) The soils qualifying for the initial and replacement systems should be located on the lot utilized for residential use. Piping to another lot or outlot will be permitted only if the following conditions are met:

[1] Soil conditions make it necessary for the system to be located off of the property;

[2] The initial or replacement system is located on a subdivision outlot comprised solely of open space commonly held by the system owner;

[3] The system is located within 40 feet directly behind the lot it is intended to serve; and

[4] The lot piping to the subdivision outlot receives an easement from the governing body of the subdivision to maintain the system on the outlot.

(e) If a lot does not meet the passing requirements of the tests required by Subsection D(1)(b) above, the Town Board may, upon the recommendation of the Town Plan Commission, permit a lot or parcel to be created which will be served by a holding tank and wastewater hauling service, provided that:

[1] The net area of the lot or parcel is more than one acre;

[2] Where a multiple-lot division is either created or results from several singular land divisions, a complete drainage plan is submitted by the owner, reviewed by the Town Director of Public Works, Town Engineer, consulting planner or their designee and approved by the Town Board;

[3] The Plan Commission and Town Board retain the right to reject any plan to divide land with the intent to use holding tanks at any time they may foresee problems or where, in their opinion, the land division may not be in the best interest of the Town; and

[4] The Plan Commission may, from time to time, recommend and the Town Board may approve requirements to screen holding tanks as viewed from the road.

E. The certified survey map shall be reviewed by the Plan Commission for conformance with this chapter and all ordinances, rules, regulations, comprehensive plans and comprehensive plan components which affect it. The Commission shall approve, approve conditionally or reject such map within 60 days from the date of filing of the map unless the time is extended by agreement with the subdivider. If the map is rejected, the reason shall be stated in the minutes of the meeting and a written statement forwarded to the subdivider.

F. If the Plan Commission recommends approval of the certified survey, the Town Board shall, within 90 days of the filing, approve, approve conditionally or reject the map and shall notify the subdivider of its decision.
G. The subdivider shall record the map with the applicable County Register of Deeds within six months of its approval by the Town Board and any other approving agencies. Failure to do so shall necessitate reapproval of the map by the Town Board. All certified survey maps shall be accompanied by a copy in electronic form acceptable to the Town and the County Register of Deeds.
[Amended 10-4-2006 by Ord. No. 2006-11; 11-7-2007 by Ord. No. 2007-17]
H. The land divider shall be required to dedicate any road right-of-way that the Town of Cedarburg or Ozaukee County deems necessary and shall be required to build the highway to the appropriate highway standards. All other requirements established by this chapter, where applicable, shall be complied with by the land divider. The cash escrow or letter of credit and any developer's agreement requirements regarding public and private improvements, as set out in this chapter, are applicable to minor land divisions and certified survey maps.[1]
[1]*Editor's Note: Original § 12I, which immediately followed this subsection, was deleted 10-4-2006 by Ord. No. 2006-11.*
I. Prior to request for the final land division approval and as condition of the final approval of the certified survey map by the Town Board, the land divider shall seek and obtain a resolution from the Town Board specifically stating what, if any, public benefit restrictions will or have been placed on the minor land division and certified survey map approval by the Town Board under §§ 236.293 and 236.45, Wis. Stats., and by any developer's agreement and developer's schedule. These restrictions may include but are not limited to the submission and approval to the Town Board of construction plans and a time schedule regarding any and all public and private highways and other improvements and that a surety bond or other approved security has been executed to insure that he or she will make those improvements in a specified time.
J. Any minor land division shall meet the design standards noted in § 184-13.
K. The subdivider shall pay a fee to reimburse ~~equal to~~ the actual cost to the Town of Cedarburg and/or consultants for ~~all~~ professional services per §**21-16** of the Town Code for work related to application the certified survey map and any related public improvements.
~~L. The subdivider shall pay a fee equal to the cost of any legal, administrative or fiscal work which may be undertaken by the Town in connection with the certified survey map and any required public improvements.~~
L. ~~M.~~ Signs and installation costs for traffic control, street names and any other costs of the Town of Cedarburg not otherwise provided for in the ordinances are to be paid by the subdivider and/or included in the contract insuring installation.

§ 184-13 Requirements and design standards for public improvements.
The following required improvements shall be installed in accordance with the engineering standards and specifications which have been adopted by the Town Board and filed with the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~. Where standards and specifications have not been adopted, the improvements shall be made in accordance with good engineering practices. Upon such substantial completion of public improvements, any outstanding local building permits for home sites on the plat that meet the requirements of applicable building codes, zoning ordinances, and other municipal regulations shall be released and may not be withheld solely because of the status of public improvements. Any minor land division or major subdivision shall meet the following design standards.
A. Guarantee for installation of required improvements.
(1) Payment for installation of improvements. The required improvements to be furnished and installed by the subdivider, which are listed and described in this chapter, are to be furnished and installed at the sole expense of the subdivider; provided, however, that in the case of an improvement, the cost of which would by general policy be assessed only in part to the improved property and the remaining cost paid out of general tax levy, provision may be made for payment of a portion of the cost by the subdivider and the remaining portion of the cost by the Town. If any improvement installed within the subdivision will be of substantial benefit to land beyond the boundaries of the subdivision, provision may be made

for causing a portion of the cost of the improvement, representing the benefit to such land, to be assessed against the same and in such case the subdivider will be required only to pay for such portion of the whole cost of said improvement as will represent the benefit to the property within the subdivision.

(2) Required agreement providing for proper installation of improvements.

(a) Prior to installation of any required improvements ~~and prior to approval of the final plat~~, the subdivider shall enter into a written contract with the Town requiring the subdivider to furnish and construct said improvements at their ~~his~~ sole cost and in accordance with plans and specifications and usual contract conditions, which shall include provision for supervision of details of construction by the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ and grant to the Town Director of Public Works, Town Engineer, consulting planner or their designee authority to correlate the work to be done under said contract by any subcontractors authorized to proceed thereunder with any other work being done or contracted by the Town in the vicinity.

(b) The agreement shall require the subdivider to make an escrow deposit or in lieu thereof to furnish a performance bond, the amount of the deposit and the penal amount of the bond to be equal to not more than 120 percent ~~1 1/4 times~~ of the estimated total cost of the improvements to be furnished under the contract, including the cost of inspection, as approved by the Town Board ~~Administrator~~.

(c) On request of the subdivider, the contract may provide for completion of part or all of the improvements covered thereby prior to acceptance of the plat, and in such event the amount of the deposit or bond shall be reduced in a sum equal to the estimated cost of the improvements so completed prior to acceptance of the plat only. If the required improvements are not complete within the specified period, all amounts held under performance bond shall be turned over and delivered to the Town and applied to the cost of the required improvements. Any balance remaining after such improvements have been made shall be returned to the owner or subdivider. The Town Board, at its option, may extend the bond period for an additional period not to exceed two years.

(d) Nothing in this section prohibits a governing body from requiring as a condition of approval that public improvements be installed within a reasonable time after the plat is approved. ~~The time for completion of the work and the several parts thereof shall be determined by the Town Board upon recommendation of the Town Administrator after consultation with the subdivider.~~

(e) The subdivider shall pay the Town for all costs incurred by the Town for review and inspection of the subdivision. This would include preparation and review of plans and specifications by the Director of Public Works, Town Engineer, ~~Town Administrator,~~ consulting Planner and Town Attorney or their designee, as well as other costs of a similar nature.

(3) Procedure.

(a) Construction plans and specifications. Construction plans for the required improvements conforming in all respects with the standards of the ~~Town Administrator and the~~ ordinances of the Town shall be prepared at the subdivider's expense by a professional engineer who is registered in the State of Wisconsin, and said plans shall contain his or her seal. Such plans and specifications, together with the quantities of construction items and a construction cost estimate, shall be submitted with the preliminary plat to the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ for ~~his~~ review and approval. Upon approval, the plans, specifications and cost estimate shall become a part of the contract required. Simultaneously with the filing of the preliminary plat with the Town Clerk or as soon thereafter as practicable, copies of the construction plans and specifications shall be furnished by the subdivider for the following public improvements:

[1] Street plans and profiles showing existing and proposed grades, elevations and cross sections of required improvements.

[2] Sanitary sewer plans and profiles showing the locations, grades, sizes, elevations and materials of required facilities.

[3] Storm sewer and open channel plans and profiles showing the locations, grades, sizes, cross sections, elevations and materials of required facilities.

[4] Water main plans and profiles showing the locations, sizes, elevations and materials of required facilities.

[5] Erosion and sedimentation control plans showing those structures required to retard the rate of runoff water and those grading and excavating practices that will prevent erosion and sedimentation.

[6] Landscape plans showing the locations, species and time of planting of any required grasses and ground cover.

[7] Additional special plans or information as required by Town officials.

(b) Action by the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~. The Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ shall review or cause to be reviewed the plans and specifications for conformance with the requirements of this Code and other pertinent Town design standards recommended by the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ and approved by the Town Board. If they rejects the plans and specifications, they shall notify the owner, who shall modify the plans or specifications or both accordingly. When the plans and specifications are corrected, the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ shall approve the plans and specifications for transmittal to the Town Board. The Town Board shall approve the plans and specifications before the installation of the improvements commences.

(c) Construction and inspection.

[1] Prior to starting any of the work covered by the plans approved above, written authorization to start the work shall be obtained from the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ upon receipt of all necessary permits and approvals and in accordance with the construction methods of this chapter.

[2] Construction of all improvements required by this chapter shall be completed within a reasonable time period after the plat is approved ~~two years from the date of approval of the preliminary plat~~ by the Town Board, unless good cause can be shown for the Town Board to grant an extension.

[3] During the course of construction, the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ shall make such inspections as deemed necessary to ensure compliance with the plans and specifications as approved. The owner shall pay the actual cost incurred by the Town for such inspections. This fee shall be the actual cost to the Town of inspectors, engineers and other parties necessary to ensure satisfactory work.

[4] As-built plans. After completion of all public improvements and prior to final acceptance of said improvements, the subdivider shall make or cause to be made a map showing the actual location of all valves, manholes, stubs, sewers and water mains, storm sewers, drain tile and such other facilities as the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ shall require. This map shall be in red pen on a clean set of construction plans of a minimum size of 22 inches by 34 inches and shall bear the signature and seal of a professional engineer registered in Wisconsin. The presentation of the map shall be a condition of final acceptance of the improvements and release of the surety bond assuring their completion.

B. Street and road standards.

(7) Continuation. Streets shall be laid out to provide for possible continuation wherever topographic and other physical conditions permit. Provision shall be made so that all proposed streets shall have a direct connection with, or be continuous and in line with, existing, planned or platted streets with which they are to connect. Proposed streets shall be extended to the boundary lines of the tract to be subdivided, unless prevented by topography

or other physical conditions, or unless in the opinion of the Town Board, upon the recommendation of the Plan Commission and Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~, such extension is not necessary or desirable for the coordination of the layout of the subdivision with existing layout or the most advantageous future development of adjacent tracts. Dead-end streets may be permitted on an as-needed basis with the length to be determined by the Town Board upon a recommendation from the Plan Commission.

(11) Roadway protection. Whenever a proposed land division contains or is adjacent to a railroad right-of-way or public section line road, adequate protection of properties with a residential use by means of ~~properties,~~ limitation of access and separation of through and local traffic shall be provided by a minimum building setback of at least 100 feet from the public section line road right-of-way, subject to any exceptions permitted in Chapter 320 of the Town Code. All developments, regardless of whether or not they are adjacent to a public section line road, containing lots within major land divisions shall provide screen planting contained in a private ~~nonaccess~~ planting strip easement along the right-of-way of the public road or railroad. A private ~~nonaccess~~ planting strip easement of a width established by the applicable zoning district (measured perpendicular to the road right-of-way) shall be provided along the entire frontage length of any public road that abuts a major land division.
[Amended 6-1-2022 by Ord. No. 2022-4]

(24) Limited access highway and railroad right-of-way treatment. Whenever the proposed subdivision contains or is adjacent to a limited access highway or railroad right-of-way, the design shall provide the following treatment:

(a) Subdivision lots. When lots within the proposed subdivision back upon the right-of-way of an existing or proposed limited access public road or a railroad, a private ~~nonaccess~~ planting strip easement of a width established by the applicable zoning district shall be provided adjacent to the public road or railroad in addition to the normal lot depth. This private ~~nonaccess~~ planting strip shall be part of the platted lots but shall have the following restriction lettered on the face of the plat: "This easement is reserved for the planting of trees and shrubs, the building of new structures hereon is prohibited unless approved by the Plan Commission and Town Board."
[Amended 6-1-2022 by Ord. No. 2022-4]

(25) Street, alley and sidewalk improvements. The developer shall construct streets and sidewalks as depicted on the approved plans based on the requirements of this Code.

(a) Grading. With the submittal of the preliminary plat or certified survey map, the subdivider shall furnish drawings which indicate the existing and proposed grades of streets and alleys shown on the plat. Proposed grades will be reviewed by the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ for conformance with Town standards and good engineering practice. The subdivider shall grade the full width of the right-of-way of the streets and alleys proposed to be dedicated, including the vision clearance triangle on corner lots. In cases where an existing street right-of-way is made a part of the plat or abuts the plat, the subdivider shall grade that portion of the right-of-way between the existing pavement and the property line. The bed for the roadways in the street rights-of-way shall be graded to subgrade elevation. The Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ shall approve all grading within rights-of-way and said grading shall extend for a sufficient distance beyond the right-of-way to ensure that the established grade will be preserved. Where electric and other communications or utilities facilities are to be installed underground, the utility easements shall be graded to within six inches of the final grade by the subdivider prior to the installation of such facilities; earth fill piles or mounds of dirt or construction materials shall not be stored on such easement areas.

(b) Street and sidewalk construction.

[1] At the Town Board's option, the Town may make the arrangements for grading, sealing, paving and shouldering the roadway and the cost of such work, including engineering and supervising costs, shall be billed to and paid by the subdivider. Such paving will not be done until, in the judgment of the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~, the roadway base has had adequate compaction and stabilization.

[2] After sanitary sewer, storm sewer and water utilities have been installed, the subdivider shall construct and dedicate as part of the subdivision streets, curbs and gutters and sidewalks, including those adjacent to platted lots in existing street rights-of-way abutting the plat. The subdivider shall surface roadways to the widths prescribed by the Town Board on recommendation of the Plan Commission and the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~. Construction shall be to Town standard specifications for street improvements.

[3] The Town Board shall have the option of not requiring the construction of sidewalks within street rights-of-way in cases where it determines, after recommendation from the Plan Commission and the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~, that sidewalks are not necessary because of low-density land use and low pedestrian volumes or for access to schools and bus routes or for continuity of existing sidewalk or bicycle route systems or because of a cul-de-sac or loop street pattern. Consideration shall also be given to the pattern of development of adjoining lands and to the possibility of damage to trees.

[4] Dedicated bicycle/pedestrian pathways shall be improved by the subdivider to a grade and width approved by the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ and with surfacing as required by the Town Board based on the location and the amount and character of use. The subdivider shall submit standard drawings indicating the existing and proposed grades.

(c) Completion of street and sidewalk construction.

[1] Upon such substantial completion of public improvements, any outstanding local building permits for home sites on the plat that meet the requirements of applicable building codes, zoning ordinances, and other municipal regulations shall be released and may not be withheld solely because of the status of public improvements. ~~Prior to any building permits being issued on lands adjacent to streets and/or sidewalks, all street and sidewalk construction shall be completed by the subdivider, approved by the Director of Public Works, Town Engineer, consulting planner or their designee Town Administrator and accepted by the Town Board.~~

[2] The Town Board may issue a waiver of these requirements in unusual or special circumstances such as excessively severe weather conditions or construction material shortages (i.e., cement and asphalt). The issuance of a waiver shall be at the discretion of the Town Board and shall be based upon the written request of the subdivider.

[3] The subdivider requesting a waiver shall present such information and documentation required by the Town Board. The waiver shall be in written form and shall detail which improvement requirements are temporarily waived and for what period of time.

E. Stormwater drainage system.

(4) Protection of drainage systems. The subdivider shall adequately protect all ditches to the satisfaction of the Town Board and Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~. Ditches and open channels shall be seeded or sodded or utilize an erosion control method appropriate for the grades and soil types.

(Generally ditches or channels with grades up to 1% shall be seeded, those with grades up to 4% shall be sodded and those with grades over 4% shall use erosion control methods for heavy flows.) No other plantings or obstructions shall be placed within drainage easements except erosion control devices and ground cover if approved by the Town Director of Public Works, Town Engineer, consulting planner or their designee or Town Board.

F. Sanitary sewerage system design standards. There shall be provided a sanitary sewerage system in conformity with the master plan of sewers as approved by the Town Board and/or sewerage district. If municipal sanitary sewer service is not available, the subdivider shall provide soil testing information and approval from Ozaukee County to confirm the suitability of soils on each proposed lot for an on-site sewage disposal system in accordance with applicable ordinances and SPS 383 ~~Ch. Comm 83~~, Wis. Adm. Code, and their latest revision. Joint on-site sewage disposal systems and holding tanks shall be approved by the Town Board. The subdivider shall install adequate sanitary sewer facilities and connect them to sewer mains subject to specifications and inspection of the Director of Public Works, Town Engineer, consulting planner or their designee ~~Administrator~~. The subdivider shall pay all the costs of all sanitary sewer work, including the bringing of the sanitary sewer from where it exists to the subdivision in question as well as providing all sanitary sewer work within the subdivision. The cost of providing and installing sewer pipe of sizes larger or at a greater depth than required to serve the area shall be borne by the Town, as agreed upon between the landowner and the Town Board prior to approval of the preliminary plat or certified survey map pursuant to this chapter. The size, type and installation of all sanitary sewers proposed to be constructed shall be in accordance with plans and standard specifications approved by the Town.

J. Material standards. All improvements constructed under this chapter shall be of the standards, where applicable, established by the Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction. Where the Wisconsin Department of Transportation's specifications do not apply, the standards shall be as approved by the Director of Public Works, Town Engineer, consulting planner or their designee ~~Administrator~~.

§ 184-15 Easements.

A. Utility easement.

(1) The Town Board for any land division shall require rear or side outlot, parcel, or lot line utility easements at locations and of widths deemed adequate by the Town Board, but in no case less than 10 feet. Evidence shall be furnished to the Director of Public Works, Town Engineer, consulting planner or their designee ~~Town Administrator~~ that easements and any easement provisions to be incorporated in the plat or in deeds have been reviewed by the individual utility companies or the organization responsible for furnishing the services involved.

§ 184-17 Recovery of review and inspection costs.

A. All land divisions shall be initiated by the submittal of a land division concept plan checklist and plan and a concept discussion with the consulting planner, as whose discretion can involve other Town staff, Town Engineer, consultants and Town Attorney ~~Town Administrator~~. The Town also provides for an optional pre-submission conceptual review under §184-9 A. The subdivider shall pay a fee as designated in the Town's fee schedule ~~to the Town Treasurer~~ at the time of ~~each checklist~~ submittal of the ~~and~~ concept discussion application to help defray the cost of a concept review of a major or minor land division proposal or a concept review of a proposal to change a zoning district. The concept discussion or review precedes a formal submission of a preliminary plat or certified survey map.

B. The subdivider shall pay a fee to reimburse the actual cost to the Town of Cedarburg and/or consultants for professional services per §**21-16** of the Town Code for work related to the application. ~~All reasonable costs incurred by the Town Board or its agents to properly review each land division applicant shall be the responsibility of the land divider who shall timely pay or reimburse the Town of Cedarburg for all reasonable or projected engineering, inspection, legal, and administrative costs incurred by the Town of Cedarburg in reviewing the proposed land division plats~~

~~and maps. The Town Board may require that all or a portion of the known costs of a land division review and approval be paid in advance~~.

C. Preliminary plat review fee.

(1) The subdivider shall pay a preliminary plat fee as designated in the Town's fee schedule. The fee shall be paid to the Town ~~Treasurer~~ at the time of the first submittal of any preliminary plats to assist in defraying the cost of review.

(2) A reapplication fee as designated in the Town's fee schedule shall be paid to the Town Treasurer at the time of reapplication for approval of any preliminary plat which has previously been reviewed.

D. Final plat review fee.

(1) The subdivider shall pay a final plat review fee as designated in the Town's fee schedule. This fee shall be paid to the Town ~~Treasurer~~ at the time of first submittal for approval of said final plat to assist in defraying the cost of review.

(2) A reapplication fee as designated in the Town's fee schedule for a final plat shall be paid to the Town ~~Treasurer~~ at the time of reapplication for approval.

E. Certified survey map review fee. The subdivider shall pay a fee as designated in the Town's fee schedule to the Town ~~Treasurer~~ at the time of the first submittal for the approval of said certified survey map to help defray the cost of review.

F. Improvement review and inspection fee. The subdivider shall pay a fee ~~of two times the hourly rate paid to Town employees for the actual time spent by those employees performing the improvement review and inspection or a fee~~ equal to the actual cost to the Town for all engineering costs related to improvement review and inspections. The improvements included in this fee schedule shall include but not be limited to roads, bike and pedestrian paths, roadside ditches, drainage ditches, drainage control structures, and erosion control devices and structures. Said fees shall be paid to the Town before the final plat or any certified survey map is approved.

(The above text modified with a strikethrough shall be deleted).
(The above text modified with an underline shall be added).

This ordinance shall be in full force and effect upon its passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, this 17 day of June, 2026.

_____
David M. Salvaggio
Town Chairman

_____
Sara Jacoby
Assistant Administrator/Clerk

DRAFT