



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.gov

CITY OF LAKE GENEVA SPECIAL PLAN COMMISSION

TUESDAY, MAY 28, 2024 - 6:00 PM

COUNCIL CHAMBERS, CITY HALL

Members:

Mayor Todd Krause, Alderperson Peg Esposito, Commissioners: John Gibbs, Doug Skates, Cindy Forster Fueredi, Jeremy Nafziger, and Kyle Cary

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>
 2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
 3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)
- Access Code: 9746153**

AGENDA

1. Meeting called to order by Mayor Krause
2. Roll Call
3. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes
4. Acknowledgment of Correspondence
5. Public Hearing and Recommendation for a Zoning Map Amendment application filed by Bloomfield Holdings, LLC to assign permanent zoning of Single Family Residential – 4 (SR-4) for the property located at 875 Townline Road, Tax Key No. No. MB 500003
6. Adjournment

QUORUM OF CITY COUNCIL MEMBERS MAY BE PRESENT

Requests from persons with disabilities, who need assistance in order to participate in this meeting, should be made to the City Clerk's office, in order for appropriate Accommodations.

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT OF
ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE
TOWN OF BLOOMFIELD, WALWORTH COUNTY, WISCONSIN TO THE
CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN,
PURSUANT TO WIS. STAT. § 66.0217(2)**

TO: Common Council of the City of Lake Geneva,
Walworth County, Wisconsin
c/o Lana Kropf, City Clerk
Lake Geneva City Hall
626 Geneva Street
Lake Geneva, WI 53147

Town Board of the Town of Bloomfield,
Walworth County, Wisconsin
c/o Lori Domino, Town Clerk
Bloomfield Municipal Center
N1100 Town Hall Road
Pell Lake, WI 53157

Municipal Boundary Review
State of Wisconsin Department of Administration
P.O. Box 1645
Madison, WI 53701-1645

THIS PETITION of BLOOMFIELD HOLDINGS, LLC., a Wisconsin limited liability company ("Petitioner"), as the owner of record of all of the real property in the territory sought to be annexed, such territory being more particularly described below, does respectfully state, represent, and show to the City Council as follows:

1. Petitioner, whose address is 875 Townline Rd, Unit 103, Lake Geneva, Wisconsin 53147, is the sole fee simple owner of record of the real property in the territory sought to be annexed, such property being located in Section 5 of the Town of Bloomfield, Walworth County Wisconsin, and more particularly described in the attached **Exhibit A** incorporated herein ("Subject Territory").

2. Petitioner respectfully requests all of the Subject Territory be annexed to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to the terms provided herein.

3. Attached hereto as **Exhibit B** and incorporated herein by reference is a scale map of the Subject Territory, in accordance with the provisions of Wis. Stat. §§ 66.0217(2) and 66.0217(5).

4. No electors reside in the Subject Territory sought to be annexed hereunder. The current population of the Subject Territory sought to be annexed hereunder is zero (0).

5. Petitioner will cause this Petition, the legal description, and the scale map of the Subject Territory to be annexed to be filed with the City Clerk of the City of Lake Geneva, Walworth County, Wisconsin, the Town Clerk of the Town of Bloomfield, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, in accordance with the provisions of Wis. Stat. § 66.0217(2).

6. Petitioner is contemporaneously, and as a condition precedent to annexation, seeking City approvals for the Subject Territory to be zoned Single Family Residential (SR-4) Zoning District; as such Petitioner requests the Subject Territory described herein be zoned as Residential (SR-4) Zoning District in accordance with the attached **Exhibit C** incorporated herein.

7. Petitioner requests the City of Lake Geneva adopt an Annexation Ordinance, in substantial conformity with the attached **Exhibit D**, prior to any action by the City.

8. Petitioner believes this Petition and the Subject Territory sought to be annexed hereunder meet all legal requirements for annexation, and that such annexation is in the public interest.

Dated this 3rd day of October, 2023.

BLOOMFIELD HOLDINGS, LLC
a Wisconsin limited liability company

By: _____

Brian C. Pollard, President

This instrument drafted by:

CLAIR, THOMPSON & POLLARD, S.C.

Attorney Charles. W. Pollard IV

617 East Walworth Avenue

Delavan, Wisconsin 53115-0445

Phone: 262-728-9196

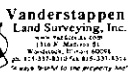
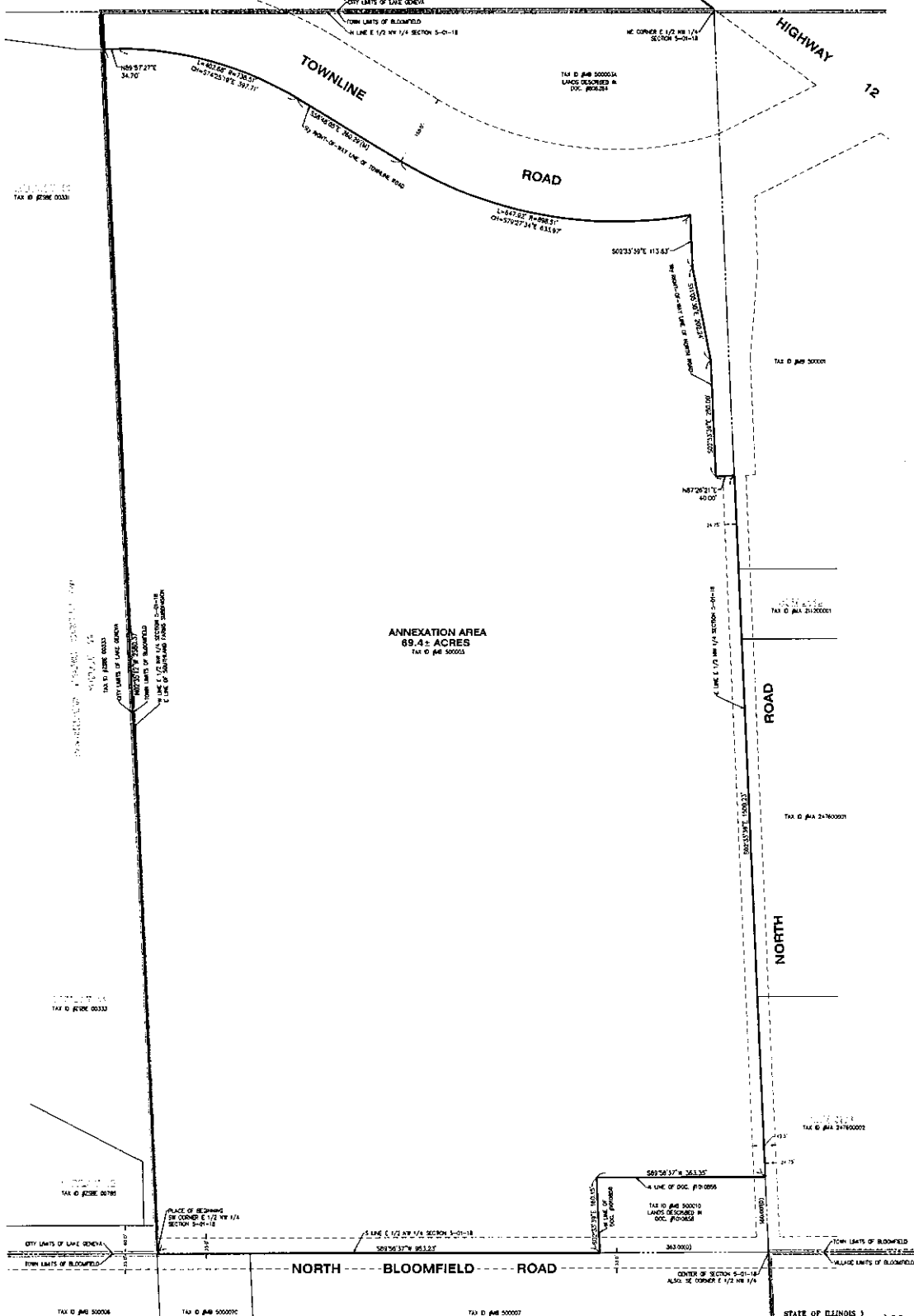
E-mail: chadpollard@clairlaw.com

EXHIBIT A
TO PETITION FOR DIRECT ANNEXATION

Legal Description for Subject Territory

Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter; thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2,580.37 feet to the Southerly right-of-way line of Townline Road; thence North 89 degrees 57 minutes 27 seconds East along said right-of-way line, 34.70 feet; thence Southeasterly 402.68 feet along said right-of-way line, being along a curve to the right, having a radius of 738.51 feet, the chord of which bears South 74 degrees 25 minutes 19 seconds East, for a length of 397.71 feet; thence South 58 degrees 48 minutes 05 seconds East along said right-of-way line, 260.29 feet; thence Easterly 647.92 feet along said right-of-way line, being along a curve to the left, having a radius of 898.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 633.97 feet to the Westerly right-of-way line of North Road; thence South 02 degrees 33 minutes 39 seconds East along said West right-of-way line, 113.83 feet; thence South 11 degrees 05 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 250.00 feet; thence North 87 degrees 26 minutes 21 seconds East along a jog in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 02 degrees 33 minutes 39 seconds East along said East line, 1,500.23 feet to the Northeast corner of lands described in Document No. 1010858 recorded June 8, 2020 in said Walworth County; thence South 89 degrees 56 minutes 37 seconds West along the North line of said lands, 363.35 feet to the Northwest corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 56 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in Walworth County, State of Wisconsin.

EXHIBIT B
TO PETITION FOR DIRECT ANNEXATION
Scale Map

[illegible]

STATE OF ILLINOIS)) S.S.
COUNTY OF McHENRY)

I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.

Dated at Woodstock, McHenry County, Illinois 9/22 A.D., 2023.

Vanderstappen Land Surveying, Inc.

Design Firm No. 184-002792

10

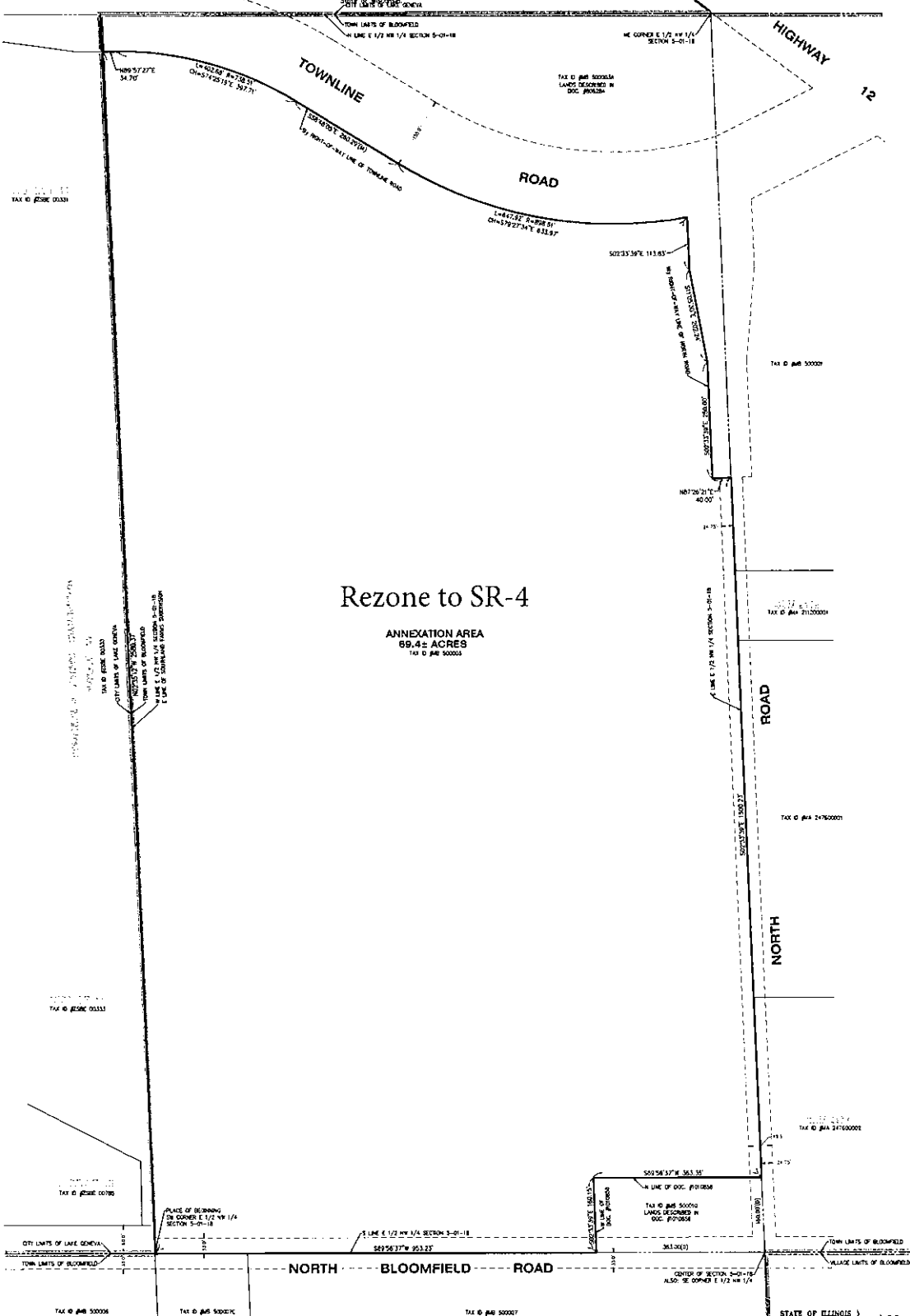
By: Robert J. Gutman
Wisconsin Registered Land Surveyor No. 53021



EXHIBIT C
TO PETITION FOR DIRECT ANNEXATION
Contemporaneous Zoning Request

PLAT OF ANNEXATION & REZONE

Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter, thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2,500.37 feet to the Substantially right-of-way line of Townline Road, thence North 89 degrees 57 minutes 27 seconds East along said right-of-way line, 34.70 feet; thence Southwesterly 421.68 feet along said right-of-way line, being along a curve to the right, having a radius of 736.51 feet, the chord of which bears South 74 degrees 25 minutes 18 seconds East, for a length of 397.71 feet; thence South 58 degrees 48 minutes 00 seconds East along said right-of-way line, 250.29 feet; thence Easterly 637.82 feet along said right-of-way line, being along a curve to the left, having a radius of 810.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 633.97 feet to the Westerly right-of-way line of North Road, thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 113.53 feet; thence South 11 degrees 00 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 250.00 feet; thence North 87 degrees 26 minutes 21 seconds East along a jog in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 03 degrees 33 minutes 39 seconds East along said East line, 1,900.23 feet to the Northeast corner of lands described in Document No. 1010858 recorded June 8, 2020 in said McHenry County, thence South 03 degrees 56 minutes 37 seconds West along the North line of said lands, 363.35 feet to the Northeast corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 56 minutes 27 seconds West along said South line, 953.23 feet to the Place of Beginning, in McHenry County, State of Illinois.



Rezone to SR-4

ANNEXATION AREA
69.4± ACRES
TAX ID # 04 500000

STATE OF ILLINOIS) S.S.
COUNTY OF McHENRY)

I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.

This is not a Boundary Survey
Dated at Woodstock, McHenry County, Illinois, 9/22 A.D. 2023.
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-000792

By: *Arthur A. Ostermaier*
Wisconsin Registered Land Surveyor No. 53901



CLIENT: LARSON HOMES
DELIVER BY: DATE: CHECKED BY: APO
SCALE: 1"=100' SPC. 5 T. 1 R. 18 E.
BASIS OF BEARING: ASSUMED
P.L.N.: ME 50000
JOB NO.: 230804 I.D. PAN.
FIELDBOOK COMP.: PG. 1
ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.
PLATS, RECORDS CORRECTED BY ME.

EXHIBIT D
TO PETITION FOR DIRECT ANNEXATION
Annexation Ordinance

**AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY UNANIMOUS CONSENT
OF ELECTORS AND PROPERTY OWNERS OF TERRITORY LOCATED IN THE TOWN
OF BLOOMFIELD, WALWORTH COUNTY, WISCONSIN, TO THE CITY OF LAKE
GENEVA, WALWORTH COUNTY, WISCONSIN**

WHEREAS, BLOOMFIELD HOLDINGS, LLC, a Wisconsin limited liability company (“Petitioner”), has made and filed with the City Clerk of the City of Lake Geneva (“City”) a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Bloomfield, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) (“Annexation Petition”), in the office of the City Clerk for the City of Lake Geneva, Walworth County, Wisconsin, on the ____ day of _____, 2023, requesting the annexation to the City of lands described in **Exhibit A** attached hereto and incorporated herein by reference (“Subject Territory”), which such lands are contiguous to the City; and

WHEREAS, it appears by acknowledgment of receipt on file herein that Petitioner has filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Bloomfield, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the City Clerk; and

WHEREAS, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the City and/or the City’s Counsel; and

WHEREAS, the proposed annexation was referred to the Plan Commission of the City, and said Plan Commission has recommended annexing the Subject Territory to the City; and

WHEREAS, the City Plan Commission has considered the application of a Zoning Map Amendment contemporaneously with the request for annexation to zone the Subject Territory to Single Family Residential-4 (SR-4).

WHEREAS, the City Plan Commission held a Public Hearing thereon pursuant to proper notice given on _____.

WHEREAS, the City Council of the City of Lake Geneva, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory to be annexed:

- a. That the annexation of the Subject Territory proposed to be annexed to the City of Lake Geneva, Walworth County, Wisconsin, is in the best interest of the City.
- b. That the annexation of the Subject Territory proposed to be annexed will enable the City to regulate and control development of these lands which are contiguous to the City.

- c. That the Subject Territory shall be zoned in the Single Family Residential (SR-4) Zoning District, in accordance with the attached **Exhibit B** incorporated herein;
- d. That the annexation of the Subject Territory does not create a Town island under the provisions of Wis. Stat. § 66.0221.
- e. That the City is in need of additional lands suitable for single-family residential development.

NOW, THEREFORE, the City Council of the City of Lake Geneva, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the City of Lake Geneva, Walworth County, Wisconsin.

2. Those lands comprising the Subject Territory shall be zoned Single Family Residential (SR-4) Zoning District pursuant to a contemporaneous Resolution of the Common Council, in accordance with the attached Exhibit B incorporated herein.

3. Those lands comprising the Subject Territory shall be included within Supervisory District 11.

4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.

5. The City Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.

6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the City Council of the City of Lake Geneva, Walworth County, Wisconsin, this _____ day of _____, 2023.

Charlene Klein, Mayor

ATTEST:

Lana Kropf, City Clerk

1st Reading _____
2nd Reading _____
Adopted _____
Published _____

APPROVED AS TO FORM:

Dan Draper, City Attorney

EXHIBIT A
TO ANNEXATION ORDINANCE

Legal Description for Subject Territory

Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter; thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2,580.37 feet to the Southerly right-of-way line of Townline Road; thence North 89 degrees 57 minutes 27 seconds East along said right-of-way line, 34.70 feet; thence Southeasterly 402.68 feet along said right-of-way line, being along a curve to the right, having a radius of 738.51 feet, the chord of which bears South 74 degrees 25 minutes 19 seconds East, for a length of 397.71 feet; thence South 58 degrees 48 minutes 05 seconds East along said right-of-way line, 260.29 feet; thence Easterly 647.92 feet along said right-of-way line, being along a curve to the left, having a radius of 898.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 633.97 feet to the Westerly right-of-way line of North Road; thence South 02 degrees 33 minutes 39 seconds East along said West right-of-way line, 113.83 feet; thence South 11 degrees 05 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line, 250.00 feet; thence North 87 degrees 26 minutes 21 seconds East along a jog in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 02 degrees 33 minutes 39 seconds East along said East line, 1,500.23 feet to the Northeast corner of lands described in Document No. 1010858 recorded June 8, 2020 in said Walworth County; thence South 89 degrees 56 minutes 37 seconds West along the North line of said lands, 363.35 feet to the Northwest corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 56 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in Walworth County, State of Wisconsin.

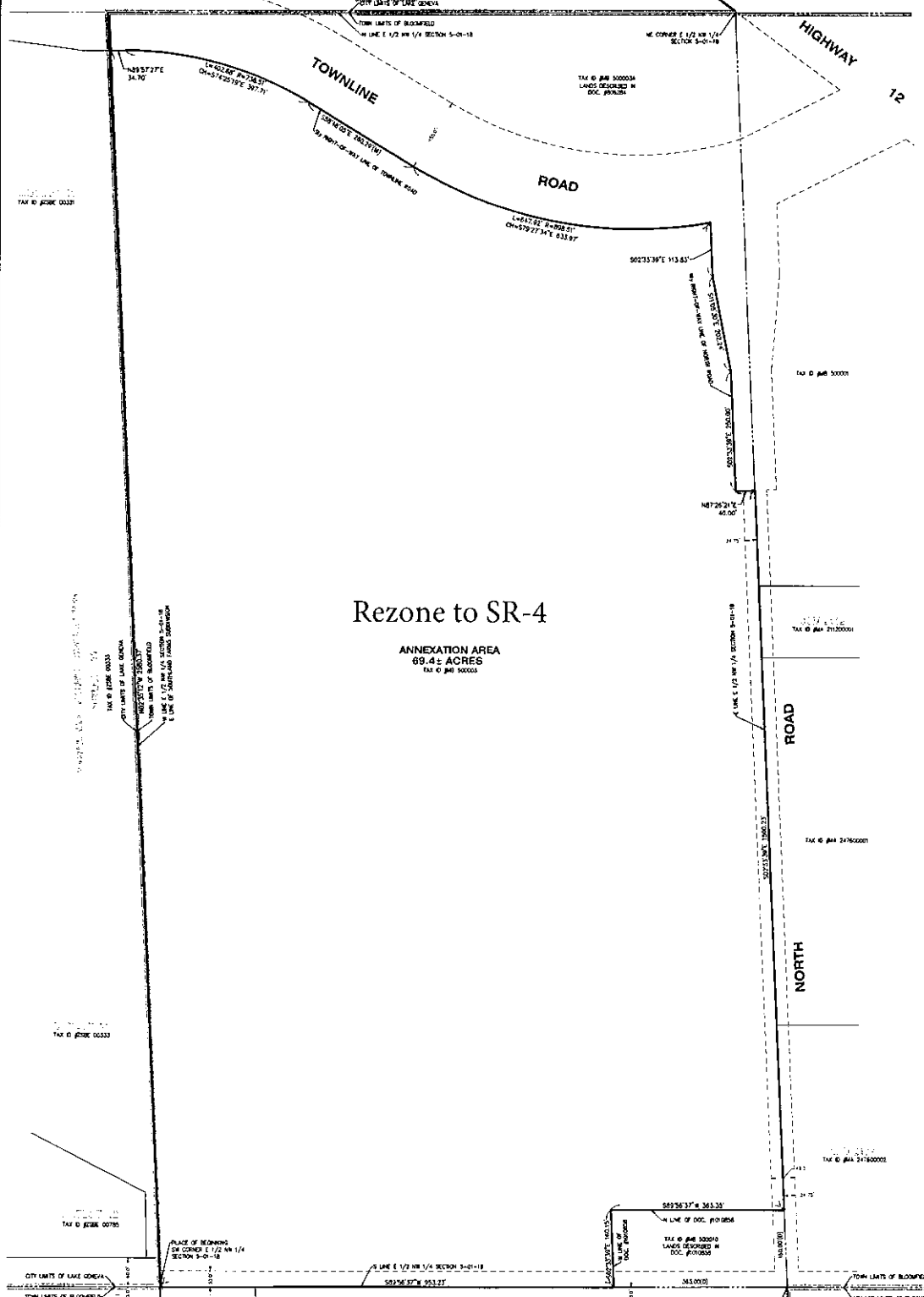
EXHIBIT B
TO ANNEXATION ORDINANCE
Contemporaneous Zoning Request



Vanderstappen
Land Surveying, Inc.
1014 N. Main St.
Woodstock, IL 60093
Tel. 815/331-1111
Fax 815/331-1112
e-mail: info@vanderstappen.com

PLAT OF ANNEXATION & REZONE

Part of the East Half of the Northwest Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northwest Quarter, thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 5390.37 feet to the Southern right-of-way line of Township Road; thence North 89 degrees 37 minutes 27 seconds East along said right-of-way line, 3470 feet; thence Southeasterly 402.68 feet along said right-of-way line, being along a curve to the right, having a radius of 738.51 feet, the chord of which bears South 74 degrees 25 minutes 18 seconds East, for a length of 387.71 feet; thence South 56 degrees 48 minutes 05 seconds East along said right-of-way line, 263.29 feet; thence Easterly 647.52 feet along said right-of-way line, being along a curve to the left, having a radius of 556.51 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 533.97 feet to the Western right-of-way line of North Road; thence South 02 degrees 33 minutes 33 seconds East along said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence South 02 degrees 33 minutes 33 seconds East along said East line, 1500.53 feet to the Northeast corner of lands described in Document No. 1010656 recorded June 8, 2020 in said Winnebago County; thence South 89 degrees 36 minutes 37 seconds West along the North line of said lands, 363.33 feet to the Northwest corner of said lands; thence South 02 degrees 33 minutes 33 seconds East along the West line of said lands, 1501.15 feet to a point on the South line of said East Half of the Northwest Quarter; thence South 89 degrees 36 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in Winnebago County.



Rezone to SR-4

ANNEXATION AREA
69.4± ACRES
Tax ID # 300000

CLERK: FAIRBANKS
DRAWN BY: TPA
SCALE: 1"=100'
BASIS OF BEARING: ASSIGNED
PLAN: M-30003
JOB NO: 23064
FIELDWORK: 09/07
ALL BYPRODUCTS FROM THIS SET ARE RETURNED TO THE CLIENT
DATE: 11/11/2021
SCALE: 1"=100'
CITY: FAIRBANKS
COUNTY: FAIRBANKS
STATE: MINN.
DATE: 11/11/2021

STATE OF ILLINOIS) J.S.
COUNTY OF WENDELL)
I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.
This is not a Boundary Survey
Dated at Woodstock, Winnebago County, Illinois 9/22 A.D. 2023.
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-000792
By: *Arthur P. O'Shaker*
Winnebago Registered Land Surveyor No. 53021



**PREANNEXATION AND
DEVELOPMENT AGREEMENT**

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of _____ 2024, between the CITY OF LAKE GENEVA, Walworth County, Wisconsin (“City”) BLOOMFIELD HOLDINGS, LLC, a Wisconsin limited liability company (“Owner”) and FAIRWYN SB, INC., a Wisconsin corporation (“Developer”).

RECITALS

WHEREAS, the City is a Wisconsin municipal corporation, organized and existing pursuant to Wis. Stat. Ch. 62, with authority to enter into this Agreement under its zoning and annexation ordinances, as well as the general home rule authority vested in it under Wisconsin law; and

WHEREAS, the Owner is the owner of certain real property located in the Town of Bloomfield, known as Walworth County Tax Key Parcel No. MB 500003, more particularly described on the attached **Exhibit “A”** incorporated herein (“Symphony Bay Phase 8”); and

WHEREAS, the Developer is the contract purchaser of Symphony Bay Phase 8 and the current developer of the adjacent real property located in the City known as Symphony Bay Subdivision; and

WHEREAS, the Developer has signed and filed with the City the Petition for Direct Annexation by Unanimous Consent of Electors and Property Owners, attached hereto as **“Exhibit B”**, and incorporated herein by reference (“Petition”); and

WHEREAS, the Developer has signed and filed with the City an Application for Zoning Map Amendment, seeking contemporaneous zoning of Symphony Bay Phase 8 under SR-4 Single-Family Residential Zoning District attached hereto as **“Exhibit C”**, and incorporated herein by reference (“Zoning Application”); and

WHEREAS, the Developer shall have the opportunity to seek final zoning of Symphony Bay Phase 8 as SR-4 Single-Family Residential Zoning District contemporaneously with the annexation of Symphony Bay Phase 8; and

WHEREAS, the Developer and City understand that Developer shall seek GDP/PIP approvals in the future for a PUD zoning for Symphony Bay Phase 8 consistent with the engineering, platting, and zoning flexibilities approved for Symphony Bay Subdivision to create a cohesive extension of the existing community; and

WHEREAS, while the precise development of Symphony Bay Phase 8 is unknown at this time, annexation and development are projected to require certain public improvements be planned and constructed to serve Symphony Bay Phase 8; and

WHEREAS, the Developer desires to develop Symphony Bay Phase 8 as a fully-integrated, additional phase of the existing Symphony Bay Subdivision, wherein Symphony Bay Phase 8 shall include approximately one hundred forty (140) single-family lots; and

WHEREAS, Symphony Bay Phase 8 conforms to the City’s 2019 Comprehensive Master Plan, as amended, projecting Planned Neighborhood uses for Symphony Bay Phase 8; and

WHEREAS, the annexation and development of Symphony Bay Phase 8 will benefit the City by increasing the tax base of Symphony Bay Phase 8 within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the Symphony Bay Phase 8 within and under the control of the City, and otherwise promote the general welfare of the City; and

WHEREAS, the City is willing to annex Symphony Bay Phase 8 pursuant to this Agreement; and

NOW, THEREFORE, the City, Bloomfield Holdings, LLC and Fairwyn SB, Inc. agree to the following:

SECTION 1 RESTATEMENT OF RECITALS

SECTION 1.1. **Recitals Incorporated.** The Recitals set forth hereinabove are restated in the text of this Agreement by reference as if set forth in full herein, and as such constitute agreements by and between the parties made part and parcel of this Agreement.

SECTION 2 ANNEXATION OF PROPERTY

SECTION 2.1. Developer has caused the Petition to be signed and filed with the City, and the other appropriate governmental authorities.

SECTION 2.2. The City may adopt, contemporaneously with the execution of this Agreement an annexation ordinance annexing Symphony Bay Phase 8 to the City, substantially in the form attached as Exhibit B to the Petition (Annexation Ordinance).

SECTION 2.3. Upon contemporaneous adoption of the Annexation Ordinance and approval of the Zoning Application, Symphony Bay Phase 8 shall be zoned SR-4 Single-Family Residential Zoning District, and as further set forth in Exhibit C to the Petition and the Annexation Ordinance.

SECTION 2.4. If the City does not adopt the Annexation Ordinance contemporaneously with the execution of this Agreement, as provided, then, in that event, the Petition, Zoning Application, and this Agreement shall be null and void.

SECTION 2.5. If the City adopts the Annexation Ordinance, the City shall promptly thereafter make all filings and perform all other acts required by Wisconsin Statutes to perfect and complete the annexation of Symphony Bay Phase 8.

SECTION 2.6. Upon the completion and perfection of the annexation of Symphony Bay Phase 8 pursuant to the Annexation Ordinance, the City Council shall amend the Official Zoning Map harmonizing the Zoning of the Symphony Bay Phase 8.

SECTION 3 PUBLIC AND PRIVATE IMPROVEMENTS

SECTION 3.1. **Permitted Phasing.** Symphony Bay Phase 8 is designated as single-family development and may be developed in one or more phases ("Phased Development"). It is estimated that it may take up to ten (10) years or more to fully develop, construct, and sell the development. As Symphony Bay Phase 8 proceeds, the Developer will install all necessary infrastructure, including streets, sanitary sewer and related facilities, surface water drainage and

water mains and related facilities (collectively, “Improvements”). All Improvements shall comply with City and state standards, to be reviewed and approved by the City Engineer, as provided below, and then dedicated and conveyed or transferred to the City pursuant to this Agreement. The sequence, order, and pace of the phasing/staging shall remain the sole discretion of the Developer; provided, however, that each phase or portion thereof commenced by the Developer, including the initial phase, shall be a “stand alone” phase or “partial” phase. A “stand alone” phase or “partial” phase means the completed Improvements shall service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional without being dependent upon the timing of the construction or order of any other phase or the balance of the subject phase.

SECTION 3.2. **Contractors.** The Developer shall furnish, or cause to be furnished, all labor and services, material, and work for the construction and completion of the Improvements for the subject phase of Symphony Bay Phase 8. The parties acknowledge and agree that the Developer may have any or all of the Improvements constructed and supplied by various contractors, and the City specifically agrees that the Developer may employ any such general contractor or subcontractor, in its own discretion and of its own choosing.

SECTION 3.3. **Improvements’ Compliance with Plans.** The Developer will construct and complete, or cause to be constructed and completed, the Improvements for the subject phase of Symphony Bay Phase 8 in a thorough, workmanlike, and substantial manner in every respect, to the satisfaction and approval of the City Engineer in accordance with accepted industry standards, within the times specified herein and in strict accordance with the instructions and information contained in this Agreement, the performance bond, and the plans and specifications to be reviewed and approved by the City Engineer, all of which documents, when approved, shall be made part of this Agreement and form the Agreement documents as fully as if the same were set forth at length herein. Developer and City acknowledge plans and specifications have not yet been prepared, but anticipate that the plans and specifications will be similar to the existing plans and specifications for Symphony Bay Subdivision. The Developer, however, shall not be considered in default of any of the terms, covenants, and conditions of this Agreement if the Developer fails to perform any of its obligations hereunder and such failure is caused, in whole or in part, by any act of God, weather conditions, strikes, labor shortages, pandemics, fires, casualties, shortages of materials, work stoppages, or other matters beyond the reasonable control of the Developer. In the event that any matters set forth in this section delay the Developer’s ability to timely perform its obligations under this Agreement, the date upon which said obligations were to be completed shall be extended for a like number of days. Further Developer may provide temporary improvements for a subject phase to service the subject phase or partial phase in such a manner that the residential dwellings, other structures, and utilities constructed therein are fully serviceable and functional.

SECTION 3.4. **Required Improvements.** The following are the Improvements which will be required by the City for any phase of Symphony Bay Phase 8 which is commenced by the Developer. Until and unless Developer files the surety bond for a phase, as provided in Section 8.4 hereof, and commences development of such phase, it shall have no obligation to install Improvements on the phase or otherwise develop such phase.

- A. **Survey Monuments.** The Developer shall install survey monuments, placed in accordance with requirements of Wis. Stat. § 236.15.
- B. **Roads, Streets.**
 - 1. After the installation of temporary block corner monuments by the Developer, and establishment of street grades from the plans and standard specifications, the Developer shall grade the right-of-way of all streets of

the subject phase in accordance with the plans and standard specifications reviewed and approved by the City Engineer.

2. The roads and streets described in the plans and specifications shall be dedicated to the City as public streets.
 3. After the installation of all utility and storm water management system Improvements, the Developer shall surface all roadways in dedicated streets to the widths as shown on the plans and specifications. Said surfacing shall be done in accordance with the plans and specifications. All public streets of Symphony Bay Phase 8 shall have a street width of twenty-eight feet (28') from back of curb to back of curb. All streets of Symphony Bay Phase 8 shall have, at a minimum, a four-inch (4") blacktop mat (bituminous concrete pavement).
 4. No occupancy permit within any phase will be issued until all Improvements are completed within such phase, as well as placement of the first lift of asphalt ("Binder Course"); provided, however, the occupancy permits for residential dwellings shall be issued by the City prior to installation of the final layer of asphaltic pavement. *See Section 8.2, below.*
 5. No improvements to E. Townline Road, North Road, or N Bloomfield Road shall be required of the Developer.
 6. No traffic signal lights are anticipated for any intersection of a Symphony Bay Phase 8 street, road, or private way with North Road or N Bloomfield Road, or within Symphony Bay Phase 8.
- C. **Curb and Gutter.** Symphony Bay Phase 8 is urban in nature and, therefore, curb and gutter installation shall be necessary.
- D. **Sidewalks.** The Developer shall install sidewalks in accordance with the plans and specifications. The sidewalks shall be generally located on one side of the street, as depicted on the plans and specifications. The Developer may defer the construction of sidewalks on each lot until the construction of a dwelling unit on each of the lots is completed, thus avoiding unnecessary damage and destruction to the sidewalk, but the sidewalk for each lot shall be completed prior to the issuance of the final occupancy permit therefor, unless winter conditions restrict the sidewalk construction, in which case sidewalks will be installed the following spring.
- E. **Sanitary Sewer System.** The Developer shall construct the public sanitary sewer Improvements identified in the plans and specifications to make adequate sanitary sewerage service available to each lot within the subject phase of Symphony Bay Phase 8. The size, type, and installation of all sanitary sewers and laterals to street line (including such lift stations as may be necessary) shall be in accordance with the plans and specifications. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay Phase 8 shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public sanitary sewer Improvements for any

phase until the same have been installed in accordance with the plans and specifications.

- F. **Storm Water Management System.** The Developer shall construct the storm water management system Improvements, which include catch basins and inlets, storm sewers, road ditches and open channels, detention/retention basins, and other water quality components as may be required for the subject phase of Symphony Bay Phase 8 as set forth in the plans and specifications. All such Improvements are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow. The type of Improvements required, the design criteria, and the sizes and grades shall be in accordance with the plans and specifications approved by the City, the Utility Commission, and their engineers. The storm water management system Improvements shall be designed to present no hazard to life or property. The size, type, and installation of all storm water drains and sewers proposed to be constructed shall be in accordance with the plans and specifications. The City will not accept any storm water management system Improvements until the same have been installed in accordance with the plans and specifications. The City will not accept any storm water management system Improvements described as Stormwater on the Concept Plan, the maintenance of which shall be the responsibility of the Developer or homeowners association to be formed for portions of Symphony Bay Phase 8 served by such Improvements. If such associations fail to perform such maintenance, the City, upon advance written notice to the associations, shall have the right of access to the storm water management system Improvements shown as Stormwater on the Concept Plan for inspection, public drainage conveyance, and repairs. The City shall have the right to assess the cost of any repairs to the Storm Water Management System as a special assessment against the homeowner's association and place such charges on the real estate property tax bill. If the association is not formed or becomes defunct, the charges will be charged on a pro rata basis against the individual homeowners property and placed on their real estate property tax bill.
- G. **Public Water Supply Facilities.** The Developer shall construct public water mains in such a manner as to make adequate water service available to each lot within the subject phase of Symphony Bay Phase 8. The size, type, and installation of all public water mains proposed to be constructed shall be in accordance with the plans and specifications approved by the City, the Utility Commission, and their engineers. One (1) inch (1") polybutylene service shall be installed for each lot to the street line. Any oversizing costs for installation of facilities greater than that required to service Symphony Bay Phase 8 shall be borne by the City to the extent that the same is an incremental cost, which cost shall include such oversized facilities and their construction and installation. The City shall pay the cost of such oversizing within a reasonable time from its receipt of an invoice for the cost of the construction and installation of such oversized facilities, not exceeding ninety (90) days. The Developer agrees that the City will not accept the public water supply Improvements for any phase until such Improvements have been installed in accordance with the plans and specifications.
- H. **Other Utilities.**
1. The Developer shall cause electrical power, gas, telephone facilities, and cable television service to be installed in such a manner as to make adequate service available to each lot in Symphony Bay Phase 8. All electrical power, gas, telephone facilities, and cable television service shall be located, where practicable, in underground conduits.

2. Plans and specifications indicating proposed locations of all electrical power, gas, and telephone distribution and transmission lines required to service the subject phase of Symphony Bay Phase 8 shall be reviewed and approved by the City Engineer.
- I. **Street Lights.** Street lights and street name sign Improvements for the subject phase of Symphony Bay Phase 8 shall be installed at the Developer's cost and shall conform to City standards. Installation shall be approved by the City Engineer and the Department of Public Works Director. Following installation and approval, such light and street name sign Improvements shall be the property of the City, and the City shall maintain same. Such Improvements shall be located within the right-of-way to be dedicated to the City.
- J. **Landscaping.** The Developer shall:
 1. Preserve, to the maximum extent possible, existing trees, shrubbery, vines, and grasses not actually lying in public roadways, drainageways, building foundation sites, private driveways, paths, and trails by use of sound conservation practices.
 2. Remove and lawfully dispose of all destroyed trees, brush, stumps, shrubs, and other natural growth and all rubbish.

SECTION 4 DEDICATION

SECTION 4.1 **Dedication.** Subject to all of the other provisions of this Agreement, the Developer shall, without charge to the City, upon completion of all of the above-described Improvements for the subject phase of Symphony Bay Phase 8, unconditionally give, grant, convey, and fully dedicate same to the City, its successors and assigns, forever, free and clear of all encumbrances, as provided herein and the related Improvements therefore and any structures, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such Improvements, and together with all necessary easements for access and maintenance thereto.

SECTION 5 PLANS

SECTION 5.1. **Plans on Site.** The engineering plans and specifications for the subject phase of the Development shall be approved by the City Engineer. The Developer shall keep itself supplied with the latest issues of the plans and specifications for the subject phase of Symphony Bay Phase 8, and shall keep one (1) copy thereof at the site of the work, in good order and available to the City Engineer, or his or her inspectors, representatives, or agents. It is anticipated that the engineering plans and specifications will be similar to the underlying Symphony Bay Subdivision.

SECTION 5.2. **Filing Plans.** At least two (2) complete copies of the plans and specifications for the subject phase shall be filed with the City Clerk, together with two (2) sets of the plans and specifications, one (1) set in digital format, of the plans to the City Engineer, all such copies of the plans and specifications shall remain the property of the City.

SECTION 5.3. **City Engineer Instruction.** The City Engineer shall promptly furnish Developer with such additional instructions, by means of drawings, plans or otherwise, as required to proceed

with the work on the subject phase of the Development. All such drawings and additional instructions shall be consistent with this Agreement and reasonably inferable therefrom.

SECTION 5.4. **Conformity with Plans.** All Improvements shall be executed in conformity with such plans and specifications, including additional instructions. The Developer shall cause no work to be performed without proper drawings, plans, and specifications.

SECTION 5.6. **Additional Plans.** If any additional plans or specifications are prepared by the Developer, the cost of same shall be paid for by the Developer. If any additional plans or specifications are prepared by the City Engineer, the Developer shall pay to the City all costs incurred by the City for preparation of said plans and specifications, which costs shall include engineering, legal, administrative, and all other miscellaneous costs. The Developer shall pay to the City all costs incurred by the City Engineer when he or she reviews the plans and specifications that are prepared by, or at the direction of, the Developer for the subject phase of Symphony Bay Phase 8.

SECTION 5.7. **As Built Drawings.** The Developer shall file with the City Engineer a complete set of "AS BUILT DRAWINGS," one (1) set in digital format, for all of the Improvements under this Agreement upon the completion of the subject phase of Symphony Bay Phase 8. The Developer, in its sole discretion, may commission the City Engineer to prepare such drawings, at the Developer's expense.

SECTION 6 CONSTRUCTION AND INSPECTION

SECTION 6.1. **Commencement.** No construction, installation of Improvements shall commence for the subject phase of Symphony Bay Phase 8 until the Developer has made arrangements for inspection and construction staking, and the City Engineer has given written authorization.

SECTION 6.2. **Inspection.** The Developer, prior to any work within the subject phase of Symphony Bay Phase 8, shall make arrangements with the City Engineer to provide for adequate inspection of Improvements during construction. The City Engineer, and/or his or her inspector, shall inspect and approve all work on Improvements to assure that the plans and specifications comply with the laws, ordinances and regulations of the City (collectively, "Code") and any other applicable governmental authority, subject to the provisions of this Agreement. The City Engineer shall approve all work on all Improvements prior to release of the sureties.

SECTION 6.3. **Access.** The City Engineer, his or her inspectors, representatives, or agents, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the public Improvements are being carried on and conducted.

SECTION 6.4. **Assistance.** The Developer shall provide all facilities and assistance requested or required to carry out the work of supervision and inspection by the City Engineer, his or her inspectors, representatives, or agents, for the subject phase of Symphony Bay Phase 8.

SECTION 6.5. **Responsibilities Not Relieved.** Inspection of the Improvements by these authorities or their responsibilities shall in no manner be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute the Developer as an agent of the City.

SECTION 6.6. **Materials Inspection.** No materials of any kind shall be used in the public Improvements for the subject phase of Symphony Bay Phase 8 until it has been inspected and accepted by the City Engineer, or his or her inspector. All rejected materials shall be immediately

removed from Symphony Bay Phase 8. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once, regardless of previous inspection. Inspection of materials shall be promptly made and, where practicable, at the source of supply.

SECTION 6.7. **Request for Inspection.** Whenever the specifications, the instructions of the City Engineer, the Code, or the laws, ordinances, or regulations of any public authority require work to be specifically treated or approved, the Developer's contractor shall give the City Engineer timely notice of its readiness for inspection, and if the inspection is by another authority of the date fixed for such inspection.

SECTION 6.8. **Compliance with Laws.** The Developer and every contractor or person doing or contracting to do any work contemplated by this Agreement shall keep itself fully informed of all national and state laws and the Code in any manner affecting the Improvements for the subject phase of Symphony Bay Phase 8, and shall at all times observe and comply with such national and state laws and the Code regardless of whether such national and state laws and the Code are mentioned herein, and shall indemnify the City, its officers, agents, and employees, against any claim or liability arising from or based on the violation of any national and state laws and the Code.

SECTION 6.9. **Permits.** The Developer shall secure, at its own expense, all necessary certificates and permits from municipal or other public authorities required in connection with the Improvements for the subject phase of Symphony Bay Phase 8, and shall give all notices required by law, ordinance, or regulation and the Code. The Developer shall pay all fees and charges incident to be due for the lawful prosecution of the work contemplated by this Agreement and any extra work performed by the Developer.

SECTION 6.10. **Engineering Fees.** The City shall require that the City Engineer provide the Developer with a written, detailed estimate of the anticipated cost of all engineering inspection of construction, construction staking, and all inspections by the City Engineer, or his or her inspector for the subject phase of Symphony Bay Phase 8, before the commencement of such phase. The Developer shall pay to the City the actual cost billed by the City Engineer for such phase.

SECTION 7 PROTECTION OF WORK, PROPERTY, AND PERSONS

SECTION 7.1. **Safety Precautions.** The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the subject phase of Symphony Bay Phase 8. The Developer will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off Symphony Bay Phase 8, and other property at Symphony Bay Phase 8, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction on the subject phase of Symphony Bay Phase 8.

SECTION 7.2. **No Nuisance.** The Developer shall provide all necessary privacy accommodations for the use of its contractors and shall maintain the same in a clean and sanitary condition. The Developer shall not create or permit any nuisance to the public or to residents in the vicinity of the work on the subject phase of Symphony Bay Phase 8.

SECTION 7.3. **Safety Regulation Compliance.** The Developer will comply with all applicable safety laws, ordinances, rules, regulations, orders of any public body having jurisdiction, and the Code. The Developer will erect and maintain, as required by the conditions and progress of the work on the subject phase of Symphony Bay Phase 8, all necessary safeguards for safety and

protection. The Developer will notify owners of adjacent properties when prosecution of the work may affect them. The Developer will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Developer's contractors or any subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them be liable.

SECTION 7.4. **Preventing Damage.** In emergencies affecting the safety of persons or the work or property at Symphony Bay Phase 8, or adjacent thereto, the Developer shall immediately act to prevent threatened damage, injury, or loss.

SECTION 8 TIME FOR COMPLETION OF WORK; PERFORMANCE BOND

SECTION 8.1. **Commencement.** It is anticipated that construction of the Improvements for the initial phase of Symphony Bay Phase 8 will commence no later than December 31, 2027. The term of this Agreement ("Term") shall expire on the tenth (10th) anniversary date of commencement of construction of the Improvements; provided, however, that the Developer may seek extension as reasonably necessary to complete Symphony Bay Phase 8.

SECTION 8.2. **Final Lift.** The City acknowledges and agrees that during the construction of each phase, the Developer may, but will not be required to, lay the final layer of asphaltic pavement to avoid damage and account for settling; provided, however, that said final layer shall be constructed no later than (i) twenty-four (24) months from the time the Developer commences the construction of the segment of road within the subject phase, and (ii) upon the issuance of certificates of occupancy for seventy five (75%) percent of the dwelling units within the subject phase. Except that should winter conditions restrict the laying the final layer of asphaltic pavement, then the final lift of asphaltic pavement will be installed the following spring. Prior to the installation of the final layer of asphalt pavement, the Developer shall repair all damaged road base and replace binder course as required by the City Engineer. Developer may start construction of production homes within a phase after the binder course within the phase has been installed. As the road construction continues, after the final layer of pavement is installed, each segment shall be dedicated to the City by the Developer upon its acceptance pursuant to this Agreement. The Developer shall provide seven (7) days written notice to the City Engineer prior to laying the final layer and the City shall make its inspection and accept the dedication without delay.

SECTION 8.3. **Model Homes.** No building permit will be issued to any lot within the subject phase of Symphony Bay Phase 8 until the installation of sanitary sewer, water, electrical power, gas, telephone facilities, cable television service, and a Binder Course of asphalt base on the roadway adjacent to the parcel has been completed. However, the Developer may construct up to four (4) single-family model homes within Symphony Bay Phase 8 before the foregoing Improvements are constructed. The City shall issue building permits to the Developer for such model homes upon the approval of the engineering drawings, the acceptance by the City of a surety bond, and the Developer's filing of appropriate applications therefor, although the roadway and other Improvements located therein have not been constructed or installed. Occupancy, however, will not be granted to the Developer for such model homes until installation of binder course. None of the foregoing shall limit the Developer's right to construct additional model homes in a phase for which the Improvements have been constructed.

SECTION 8.4. **Security.** A surety bond will be filed with the City prior to construction of the subject phase of Symphony Bay Phase 8. The procedure for the filing of the surety bond shall be as follows: A surety bond equal in amount to one hundred twenty percent (120%) percent of the public Improvements for the subject phase of Symphony Bay Phase 8 shall be issued by a financial institution acceptable to the City. Said surety bond may be reduced from time to time by the value

of Improvements for the subject phase of Symphony Bay Phase 8 previously completed and fully paid. The security will be reduced proportionately as each aspect of the construction for the subject phase of Symphony Bay Phase 8 has been completed and paid for. Should additional improvements for the subject phase of Symphony Bay Phase 8 be added or the cost of the intended Improvements for the subject phase of Symphony Bay Phase 8 prove to be larger than originally anticipated, the surety bond shall be immediately supplemented to include any additional amounts or other estimated costs with respect to said Improvements. To secure the Developer's warranty of the public Improvements for the subject phase, the Developer shall maintain a maintenance bond in the amount of twenty (20%) percent of the cost of such Improvements for twelve (12) months after their installation. Any surety must notify the City not less than ten (10) days before the expiration of any bond it has posted with the City.

SECTION 8.5. Acceptance of Work. No act of the City, of the City Engineer, or of any representative of either, in inspecting the public Improvements of the subject phase of Symphony Bay Phase 8, or any extension of time for the completion of such Improvements, shall be regarded as an acceptance of such Improvements or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the City Engineer. Acceptance of the streets within a Phase shall be made by the City no later than one year after the second lift of asphalt is installed, but the bond reductions shall be made by the City as work has been completed and paid for, as provided herein. The City, at its cost, shall provide snow removal from streets once the binder course has been installed. No waiver of any breach of this Agreement by the City of anyone acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

SECTION 8.6. Breach, Completion. In the event the Developer fails to complete the public Improvements within the specified time for the subject phase of Symphony Bay Phase 8, commits a breach of any of the other covenants hereunder, or if the Developer becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or from any other cause whatsoever, does not carry on the public Improvements in an acceptable manner, the City shall give notice in writing to the Developer and its surety of such delay, neglect, or default, specifying the same, and if the Developer, within a period of ten (10) days after such notice, does not take action as prescribed in the notice to remedy the delay, neglect or default, as specified by the City in its notice, subject to the provisions of Section 3.3 hereof, then the City shall, upon written certificate from the City Engineer of the fact of such delay, neglect, or default, and the Developer's failure to comply with such notice, have full power and authority to call upon the surety or complete the work in accordance with the terms of this Agreement; or the City may take over the public Improvements for the subject phase of Symphony Bay Phase 8, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the public Improvements for the subject phase of Symphony Bay Phase 8, by or on its own account, or may enter into a new agreement with another party for the completion of the public Improvements of the subject phase of Symphony Bay Phase 8, according to the terms and provisions hereof, or use such other methods as, in its opinion, shall be required for such completion of in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the public Improvements for the subject phase of Symphony Bay Phase 8 under this Agreement, shall be charged to the Developer, and the Developer and its surety shall be liable therefor.

SECTION 9 RISK OF LOSS

SECTION 9.1. Risk of Loss. The risk of loss or damage of any kind whatsoever to materials stored on Symphony Bay Phase 8 which are to be incorporated into any phase of Symphony Bay Phase 8, and the risk of damage or destruction to Symphony Bay Phase 8 or any part thereof, at

any time prior to the completion and acceptance of the public Improvements to be performed under this Agreement, is assumed by the Developer.

SECTION 10 DEVELOPER'S INSURANCE

SECTION 10.1. **Insurance.** The Developer shall not commence, or cause to be commenced, work on the subject phase of Symphony Bay Phase 8 under this Agreement until it has obtained all insurance required under this subsection, and such insurance has been approved by the City; nor shall the Developer allow any contractor or subcontractor to commence such Improvements on such phase until all such insurance required of the Developer has been so obtained and approved.

SECTION 10.2. **Workmen Compensation Insurance.** The Developer shall take out and maintain during the life of this Agreement, Workmen Compensation Insurance for all of its employees employed at Symphony Bay Phase 8, and in case any work is sublet, the Developer shall require all contractors and subcontractor to similarly provide Workmen Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by the Developer. In case any class of employees at Symphony Bay Phase 8 for the subject phase of Symphony Bay Phase 8 are engaged in hazardous work under this Agreement, but are not protected under the Workmen Compensation Statute, the Developer shall provide, and shall cause such contractor and subcontractor to provide, Employer's Liability Insurance for the protection of any employees not otherwise protected.

SECTION 10.3. **Public Liability and Property Damage.** The Developer shall take out and maintain during the Term of this Agreement such public liability and property damage insurance as shall protect the Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by itself or by any contractor or subcontractor, or by anyone directly or indirectly employed by any of them, and the amount of such insurance shall be as follows: Public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to any one (1) person, and subject to the same limit for each person in an amount not less than Two Million Dollars (\$2,000,000.00) on account of one (1) accident, and property damage insurance in an amount of not less than Five Hundred thousand Dollars (\$500,000.00).

SECTION 10.4. **Contractor Insurance.** The Developer shall require each and every contractor and subcontractor to obtain and maintain similar policies with the same limits stipulated above, including contractor's contingent or protective insurance, if necessary, to protect the Developer from damage claims arising from operations under this Agreement.

SECTION 10.5. **Insurance Covering Special Hazards.** The following special hazards shall be covered by rider or rides to the public liability and/or property damage insurance policy or policies herein before required to be furnished by the Developer, or by separate policies of insurance, in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) to cover injury to underground structures such as wires, conduits, pipes and sewers, and explosions of any kind, including blasting, and public liability insurance of Two Hundred Fifty Thousand Dollars (\$250,000.00/Five Hundred Thousand Dollars (\$500,000.00), with property damage not less than One Hundred Thousand Dollars (\$100,000.00) for each and every truck or other motor vehicle used in hauling materials to or from Symphony Bay Phase 8 .

SECTION 10.6. **Proof of Carriage of Insurance.** Prior to commencement of work hereunder, the Developer shall furnish to, and obtain approval from the City Administrator, of certificates of insurance relating to all coverages required hereby and herein, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 10.7. **Cancellation of Insurance.** Each policy shall provide that it is noncancelable for a period of thirty (30) days following written notice of intention to cancel given by the insurance carrier via certified mail.

SECTION 10.8. **Endorsements.** The Developer will secure a contractual endorsement covering the hold harmless and indemnity agreements contained in Section 11 hereof.

SECTION 11 HOLD HARMLESS AND INDEMNITY AGREEMENT

SECTION 11.1. **Indemnity.** The Developer agrees to indemnify and hold harmless the City, its agents and employees, from any and all claims of all persons, entities, or the like for damages of any kind relating to injury, death, or property damage arising directly or indirectly out of the Improvements constructed or to be constructed under this Agreement, including extra work, by reason of negligent or wrongful conduct in whole or in part on the part of:

- A. The Developer, or any of its servants, employees, personnel, agents, representatives, contractors, or subcontractors, or the agents of said respective parties, or persons performing any work under this Agreement or in connection with any work performed under this Agreement.
- B. The Developer hereby warrants that all Improvements required herein will utilize good quality materials and workmanship. The Developer further agrees to warrant all Improvements of the subject phase against any and all defects in material or workmanship for a period of one (1) year from the date of the acceptance of the public dedication thereof.

SECTION 11.2. **Defense.** The Developer agrees to assume the defense of any action filed to which this hold harmless agreement applies, and to pay all costs and reasonable attorney fees incurred in connection therewith, and to pay any final judgments entered in an action to which this hold harmless agreement and indemnification agreement applies. This hold harmless agreement does not apply to any disputes between the City and any other federal, state, or municipal entity or agency.

SECTION 11.3. **Immunity Not Affect.** This indemnity and hold harmless agreement shall be applicable regardless of any provision of immunity provided for by law.

SECTION 11.4. **Certificate of Insurance.** The Developer further agrees that prior to commencement of the public or private Improvements under this Agreement, it will deposit with the City Administrator certificates of insurance relating to the foregoing, together with a contractual indemnify endorsement relating to this hold harmless agreement.

SECTION 12 MISCELLANEOUS

SECTION 12.1. **Complete Agreement, Amendment.** There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the City

and the Developer, other than as set forth herein, which is to be read and interpreted in conjunction with this Agreement as to the subject matter hereof. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either party unless made in writing by the City Council and the Developer and signed by them.

SECTION 12.2. **Conflicts with Codes and Ordinances of the City.** Whenever the terms or provisions of this Agreement or any exhibits hereto, including the Final Plats, Site Phasing Plan, GDP or the PIP, conflict with the terms and provisions of any codes or ordinances of the City, the terms and provisions of this Agreement shall prevail and control.

SECTION 12.3. **Cooperation with Permits, Easements.** The City shall cooperate with the Developer in the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state, or local, with jurisdiction over any aspect or part of Symphony Bay Phase 8, which support and assistance shall also extend to any public and private utility companies. The City shall also cooperate with the Developer in obtaining all necessary easements and shall grant the Developer access to all City owned rights-of-way to enable the Developer's provision of sanitary sewer, water service, and electrical service to Symphony Bay Phase 8, in accordance with the plans and specifications. City shall process any applications and shall issue such permits within the following time periods after application of such permits are made: Building Permits – 10 days; Occupancy Permits – 10 days; Subdivision – at time of final plat approval.

SECTION 12.4. **Assessment Pending Development.** If allowed by law, Symphony Bay Phase 8 shall be assessed as improved property in only those phases that have been actually improved and developed by the Developer. The remainder of Symphony Bay Phase 8 not so improved or developed shall be assessed as it is actually used. If the provisions of this subsection should conflict with any future change in present state law relating to appropriate methods of assessment, then the provisions of said changed state law shall prevail.

SECTION 12.5. **Impact Fees.** It is understood and acknowledged by the Developer that the City amended, and greatly increased, its impact fees by Ordinance 23-03 adopted June 12, 2023, and effective June 22, 2023 ("Impact Fees"). The Developer shall be responsible for payment of the Impact Fees for each residential unit prior to issuance of a building permit. **No prepayment shall be allowed.**

SECTION 12.6. **Codes and Fees.** City agrees that:

- A. Impact fees shall not exclusively apply to Symphony Bay Subdivision and Symphony Bay Phase 8; and
- B. Provided it is not contrary to state or federal law, there shall be no requirements made by the City that the residential buildings within Symphony Bay Phase 8 be sprinklered.

SECTION 12.7. **Monotony Code.** Any existing ordinance or ordinance hereinafter enacted or modified which limits, governs or controls architectural style, colors, building materials or placement of homes on lots which may be in conflict with the "Monotony Code Lot Restrictions Symphony Bay Phase 8 (the "Monotony Code") attached hereto as "**Exhibit D**" shall not be applicable to houses built on Symphony Bay Phase 8, and the Monotony Code shall apply to all such homes. Developer may change or modify its Monotony Code within the written consent of the City, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 12.8. **Temporary Certificates of Occupancy.** Temporary certificates of occupancy shall be issued during periods of winter weather for homes when construction has not been completed.

SECTION 12.9. **Sale Trailers.** Developer shall be allowed to place and maintain on any phase trailers for use as a temporary sales office for homes to be constructed within Symphony Bay Phase 8. Such trailers may be used until permanent sale facilities are built by Developer.

SECTION 12.10. **Marketing Improvements.** Developer shall be permitted to install the following improvements to be used for the marketing of homes on Symphony Bay Phase 8 at such locations as may be approved by the City:

- a. 10' by 30' sales signs at each N Bloomfield Road and Townline Road;
- b. Temporary guest parking areas for potential customers who may come to Symphony Bay Phase 8; and
- c. Temporary promotional areas for sales events conducted by Developer within Symphony Bay Phase 8.

SECTION 12.11. **Elevations.** In addition to elevations approved for Symphony Bay Subdivision, Developer may at any time introduce new elevations to be constructed within Symphony Bay Phase 8, for which building facades may be approved administratively by the Building and Zoning Administrator of the City without the need for Developer to obtain any additional approvals. However, moving the garage closer to the street than the porch or living area shall require general development and precise implementation plan approval for such changes.

SECTION 12.12. **Maintenance of Detention Ponds.** The Declaration of Covenants for Symphony Bay Phase 8, which will be recorded against Symphony Bay Phase 8 states that the Homeowner's Association established for Symphony Bay Phase 8 shall be responsible for "Maintenance, repair and replacement of detention and stormwater management areas.

SECTION 12.13. **Severability.** In the event that any provision of this Agreement conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and, to this end, the provisions of this Agreement are declared to be severable and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Agreement.

SECTION 12.14. **City Not Partner.** The City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

SECTION 12.15. **Captions.** This Agreement shall be construed without reference to titles of any sections or subsections hereof, which are inserted only for convenience.

SECTION 12.16. **Binding Agreement, Assignment.** This Agreement, and all of the terms, covenants, and conditions hereof and of the various instruments executed and delivered pursuant hereto, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Developer shall be permitted to assign any and all of its rights hereunder; provided, however, the City shall be notified, in writing, of any such assignment within thirty (30) days before the effective date of such assignment, and such written notice shall include the name, address, and telephone number of the assignee; and, provided further, that such assignment shall not be effective unless and until the assignee satisfies the City that it may succeed to the surety

bond as provided under this Agreement, in such manner and form acceptable to the City Attorney, or assignee provides a new surety bond acceptable to the City.

SECTION 12.17. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.

SECTION 12.18. **Counterpart Execution.** This Agreement, and all other documents or instruments that may be required by this Agreement, may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. In addition, this Agreement may contain more than one (1) counterpart of the signature page, and this Agreement may be executed by the affixing of the signatures of each of the signers to one (1) of such counterpart signature pages; all of such counterpart signature pages shall be read as though one (1), and shall have the same force and effect as though all of the signers had signed a single signature page.

SECTION 12.19. **Notices.** Any notice to be given or served upon any party hereto in connection with this Agreement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) three (3) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

If to Developer: FAIRWYN SB, INC.
875 TOWNLINE RD
SUITE 103
LAKE GENEVA, WI 53147

If to Owner: BLOOMFIELD HOLDINGS, LLC
c/o FAIRWYN DEVELOPMENT CORPORATION
875 TOWNLINE RD
SUITE 103
LAKE GENEVA, WI 53147

With copy to: CLAIR, THOMPSON AND POLLARD, S.C.
ATTN: CHARLES W. POLLARD
617 E. WALWORTH AVE
DELAVAN, WI 53115

If to City: CITY CLERK'S OFFICE
626 GENEVA STREET
LAKE GENEVA, WI 53147

With copy to: CITY ATTORNEY
ATTN: DANIEL S. DRAPER
626 GENEVA STREET
LAKE GENEVA, WI 53147

SECTION 13
DEVELOPER RIGHT OF DETACHMENT

SECTION 13.1. **Developer Right to Detach.** Developer and City agree that Developer shall have the right to detach Symphony Bay Phase 8 from the City should Developer, in Developer's sole discretion, be unable to obtain zoning, platting, and other approvals to develop Symphony Bay Phase 8 in a manner acceptable to the Developer. City hereby agrees to effectuate said detachment by deannexation or any other legally permissible procedure for detachment. Upon completion of detachment of Symphony Bay Phase 8, this Preannexation and Development Agreement shall be deemed null and void and the parties shall have no further obligations related to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF LAKE GENEVA, a Wisconsin municipal Corporation (The “City”)

By: _____
Mayor

Attest: _____
City Clerk

APPROVAL OF COMMON COUNCIL

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the _____ day of _____, 2024

BLOOMFIELD HOLDINGS, LLC
(The “Owner”)

By: _____
Brian C. Pollard
Its:

FAIRWYN SB, INC.
(The “Developer”)

By: _____
Brian C. Pollard
Its:

This Document drafted by:
CLAIR, THOMPSON & POLLARD, S.C.
Attorney Charles. W. Pollard IV
617 East Walworth Avenue
Delavan, Wisconsin 53115-0445
E-mail: chadpollard@clairlaw.com

EXHIBIT A
TO ANNEXATION AND DEVELOPMENT AGREEMENT

Legal Description of Symphony Bay Phase 8

EXHIBIT B
TO ANNEXATION AND DEVELOPMENT AGREEMENT

Petition for Direct Annexation by Unanimous Consent of Electors and Property Owners

EXHIBIT C
TO ANNEXATION AND DEVELOPMENT AGREEMENT
Zoning Application

EXHIBIT D
TO ANNEXATION AND DEVELOPMENT AGREEMENT

Monotony Code

APPLICATION FOR ZONING MAP AMENDMENT

Name of Applicant: Bloomfield Holdings, LLC

Address of Applicant: 875 E Townline Rd., STE 103, Lake Geneva, WI 53147

Telephone No. (262) 248-5010

Fax and/or email: () brian@fairwyn.com

Name of Owner: Bloomfield Holdings, LLC

Address of Owner: 875 E Townline Rd., STE 103, Lake Geneva, WI 53147

Telephone No. (262 , 248-5010

Fax and/or email: () brian@fairwyn.com

Owner Signature: _____

Subject property address and/or complete legal description (use attached sheet if necessary):

See Attached

Zoning Classification change from: C-2/A-2 (Town of Bloomfield) to Single-Family Residential-4 (SR-4)

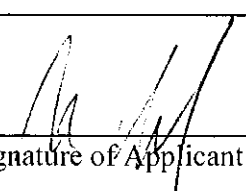
Reason for requesting Proposed Amendment: Establish zoning designation for annexed parcel.

Proposed use of property: Residential

Fee of \$400.00 payable upon filing application.

October 3, 2023

Date



Signature of Applicant

Bloomfield Holdings, LLC

Tax Key No. MB 500003

Cost Recovery # _____

Petitioner Name

Project Address

OFFICE USE ONLY

Description of Request Zoning Map Amendment

Agreement for Services

REIMBURSABLE BY THE PETITIONER / APPLICANT. The city may retain the services of the professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the City's review of a proposals coming before the Plan commission and/or Common Council. The submittal of a development proposal application or petition by a Petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal including any financing charges that may accrue. The City applies the charges for these services to the Petitioner. The City Administrator at any time may require an applicant to submit an advance deposit of **\$500 to \$5,000 depending on the complexity and anticipated involvement of the City's consultants** or continuing advance deposits against future billings by the City for recovery of costs provide by this ordinance 98-935(4). **An advanced deposit shall be required for the application related to Extraterritorial matters.** Surplus deposits shall be returned to the Applicant at the conclusion of the project.

Project: Bloomfield Holdings, LLC, as applicant/petitioner for
Annexation and Zoning Map Amendment of Tax Key No. MB 500003

Project Address: Tax Key No. MB 500003

Parcel No. Tax Key No. MB 500003

Name: Bloomfield Holdings, LLC

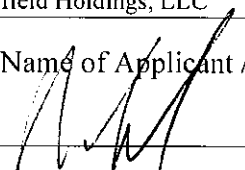
Address: 875 E Townline Rd., STE 103, Lake Geneva, WI 53147

Cell Phone: (____) - ____ - ____ Phone: (262) - 248 - 5010

Email: brian@fairwyn.com

Dated this 3rd Day of October, 20 23

Bloomfield Holdings, LLC
Printed Name of Applicant / Petitioner


Signature of Applicant/Petitioner

**CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR:
AMENDMENT OF OFFICIAL ZONING MAP (Requirements per Section 98-903)**

This form should be used by the Applicant as a guide to submitting a complete application to amend the Official Zoning Map and by the City to process said application. Parts II and III should be used by the Applicant to submit a complete application; Parts I - IV should be used by the City as a guide when processing said application.

I.RECORDATION OF ADMINISTRATIVE PROCEDURES

____ Pre-submittal staff meeting scheduled:

Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

Follow-up pre-submittal staff meetings scheduled for:

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Date of Meeting: _____ Time of Meeting: _____ Date: _____ by: _____

____ Application form filed with Zoning Administrator: Date: _____ by: _____

____ Application fee of \$ ____ received by Zoning Administrator: Date: _____ by: _____

____ Reimbursement of professional consultant costs agreement executed: Date: _____ by: _____

II.APPLICATION SUBMITTAL PACKET REQUIREMENTS

Prior to submitting the 8 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 1 initial draft application packet and 1 digital copy for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Packet (1 Copy and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

⇓

Draft Final Packet (8 Copies and 1 Digital Copy to Zoning Administrator)

Date: _____ by: _____

⇓

____ (a) A copy of the Current Zoning Map of the subject property and vicinity:

____ Showing all lands for which the zoning is proposed to be amended;

____ Map and all its parts are clearly reproducible with a photocopier;

____ Map size of 11" by 17" and map scale not less than one inch equals 800 ft;

____ All lot dimensions of the subject property provided;

____ Graphic scale and north arrow provided.

____ (b) A copy of the Land Use Plan Map of the subject property and vicinity:

____ (c) **Written justification for the proposed map amendment:**

____ Indicating reasons why the Applicant believes the proposed map amendment is in harmony with the recommendations of the City of Lake Geneva Master Comprehensive Plan, particularly as evidenced by compliance with the standards set out in Section 98-903(4)(c)1.-3. *(See following page.)*

III. JUSTIFICATION OF THE PROPOSED ZONING MAP AMEDMENT

1. How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 98-005 (and, for floodplains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA))?

2. Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Please provide explanation in space below.)

- a. The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;
- b. A mistake was made in mapping on the Official Zoning Map. (That is, an area is developing in a manner and purpose different from that for which it is mapped.) NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading;
- c. Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district;
- d. Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.

3. How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

FINAL APPLICATION PACKET INFORMATION

- ____ Receipt of 1 full scale copy in blueline or blackline
of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ Receipt of 8 reduced (8.5" by 11" text and 11" x 17" graphics)
copies of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____
- ____ A digital copy of Final Application Packet shall be emailed to the
Building and Zoning Department upon submittal deadline. Date: _____ by: _____
- ____ Certification of complete Final Application Packet and
required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____
- ____ Class 2 Legal Notice published on _____ and _____ by: _____

**CITY OF LAKE GENEVA
ZONING MAP AMENDMENT**

Name: Bloomfield Holdings, LLC

Tax Parcel No.: MB 500003

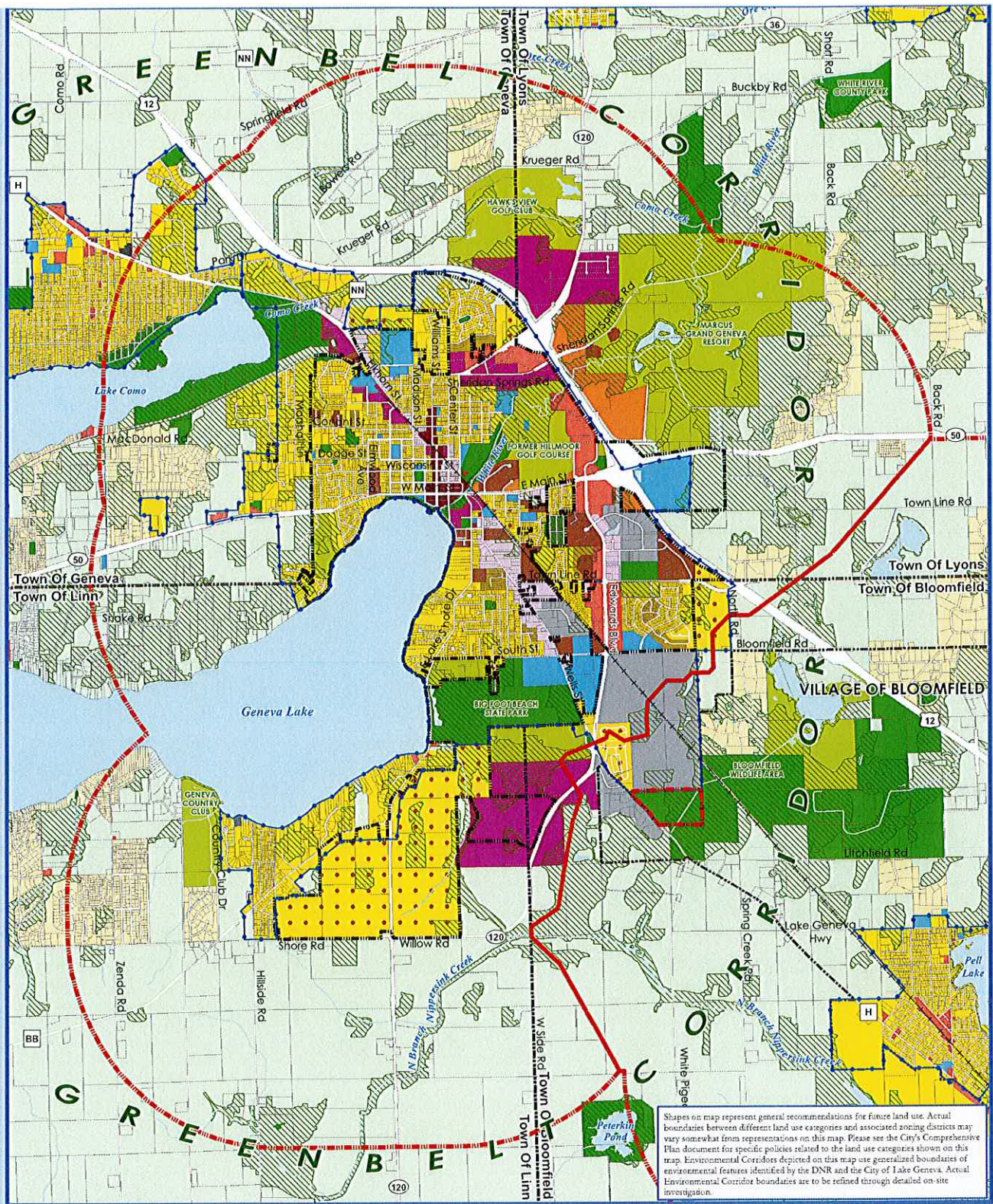
Existing Zoning: C-2/A-2 (Town of Bloomfield)

Requested Zoning: Single Family Residential-4 (SR-4)

The subject property at Walworth County Tax Key No. MB 500003 is located southeast of the City of Lake Geneva, currently within the Town of Bloomfield. We are requesting the entire 69.36 acre property be annexed and rezoned within the City. This petition is being made by unanimous approval of the single property owner. The property is contiguous with the City as it abuts approximately 2,500 feet of the neighboring Symphony Bay Subdivision within the City. The subject property has frontage on Townline Rd. to the north, North Rd. to the east, and N. Bloomfield Rd. to the south.

The parcel is shown in the City's Comprehensive Plan as a potential area for inclusion within the City; and therefore, has a recommended land use of Planned Neighborhood, which includes single family – urban. (See Future Land Use Map attached). The requested zoning of Single Family Residential-4 (SR-4) is consistent with the future planned uses in this area. The requested zoning is also consistent with the surrounding land uses, wherein the neighboring parcels to the west and north are designated on the Comprehensive Plan Future Land Use Map as Single Family Residential – Urban. The subject parcel is not located within a floodplain.

The annexation and approval for final zoning are being sought contemporaneously.



Map 5a: Future Land Use - City of Lake Geneva Comprehensive Plan

Land Use Categories

- Agricultural & Rural
 - Single Family Residential - Exurban
 - Single Family Residential - Urban
 - Two-Family/Townhouse Residential
 - Mixed Residential
 - Planned Neighborhood
 - Neighborhood Mixed Use
 - Planned Office
 - Planned Business
- *Each "Planned Neighborhood" may include a mix of:
1. Single Family - Urban (predominate land use)
 2. Two-Family/Townhouse
 3. Multi-Family Residential
 4. Institutional & Community Services
 5. Neighborhood Mixed Use
 6. Public Park & Recreation

- Central Business District
- Planned Mixed Use
- *Each "Planned Mixed Use Area" may include mix of:
- 1. Planned Office
- 2. Multi-Family Residential
- 3. Institutional & Community Services
- 4. Planned Business
- Planned Industrial
- General Industrial
- Institutional & Community Services
- Private Recreation Facilities
- Public Park & Recreation
- Environmental Corridor
- Extraterritorial Jurisdiction Boundary

- Other Municipal Boundaries
- City of Lake Geneva
- Urban Service Area Boundary
- Parcels
- Surface Water
- Abandoned Railroad



0 0.25 0.5 1 Miles

VANDEWALLE & ASSOCIATES INC.
Shaping places. Inspiring change.

Adopted: January 8, 2020
 Amended: October 24, 2022
 Source: SEWRPC, Walworth County LIO, WisDNR, V&A

PLAT OF ANNEXATION & REZONE

Part of the East Half of the Northeast Quarter of Section 5, Township 1 North, Range 18 East of the Fourth Principal Meridian, described as follows: Beginning at the Southwest corner of said East Half of the Northeast Quarter; thence North 02 degrees 35 minutes 12 seconds West along the West line thereof, 2500.37 feet to the Southerly right-of-way line of Townline Road; thence North 25 degrees 05 minutes 25 seconds East along said right-of-way line, 34.70 feet; thence Southeasterly 402.58 feet along said right-of-way line, being along a curve to the right, having a radius of 738.51 feet, the chord of which bears South 74 degrees 26 minutes 19 seconds East, for a length of 307.71 feet; thence South 58 degrees 48 minutes 05 seconds East along said right-of-way line, 260.29 feet; thence Easterly 647.22 feet along said right-of-way line, being along a curve to the left, having a radius of 855.97 feet, the chord of which bears South 79 degrees 27 minutes 34 seconds East, for a length of 833.97 feet to the Westerly right-of-way line of North Road; thence South 02 degrees 33 minutes 30 seconds East along said right-of-way line, 113.83 feet; thence South 11 degrees 05 minutes 30 seconds East along said right-of-way line, 202.24 feet; thence South 02 degrees 33 minutes 39 seconds East along said right-of-way line of North Road; thence South 02 degrees 33 minutes 39 seconds East along a jog in said right-of-way line, 40.00 feet to a point on the East line of said East Half of the Northeast Quarter; thence South 02 degrees 33 minutes 38 seconds East along said East line, 1500.33 feet to the Northeast corner of lands described in Document No. 1010558 recorded June 8, 2020 in said Madison County; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 363.35 feet to the Northeast corner of said lands; thence South 02 degrees 33 minutes 39 seconds East along the West line of said lands, 160.15 feet to a point on the South line of said East Half of the Northeast Quarter; thence South 89 degrees 56 minutes 37 seconds West along said South line, 953.23 feet to the Place of Beginning, in Madison County.

Rezone to SR-4

ANNEXATION AREA
69.4± ACRES
TAX ID # 500005



STATE OF ILLINOIS) S.S.
COUNTY OF McHENRY)
I hereby state that we have plotted the premises above described, and that the plat hereon is a true representation of the said description.
This is not a Boundary Survey
Dated at Woodstock, McHenry County, Illinois 3/22 A.D., 2023.
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-002792
By: *Arthur P. DeWacker*
Wisconsin Registered Land Surveyor No. 53021

CLIENT: FARMER HOMES
DRAWN BY: TJA CHECKED BY: JEG
SCALE: 1"=100' SEC. 5, T. 1N, R. 18E
DATES OF BEARING: AS SHOWN
P.L.N.: ME 50003
JOB NO.: 250964 L.D. PAN
PIEDMONT COMP. INC. PG.
ALL BEARINGS GIVEN IN THIS PLAT BEING TRUE
PARTS HEREOF CORRECTED TO N.T.

