

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Gloria L. McCutcheon, Regional Director

Sturtevant Service Center
9531 Rayne Rd
Sturtevant, Wisconsin 53177
Telephone 262-884-2300
TTY Access via relay - 711

April 4, 2007

Wally Madsen
Nielsen Madsen & Barber
PO Box 188
Racine, WI 53401

Subject: Town of Yorkville Water Quality Pond & Wetland Enhancement Project

Dear Mr. Madsen:

Thank you for discussing concept plans for a proposed water quality pond and wetland enhancement project in the Town of Yorkville with Department staff. The Department supports your efforts to address urban and rural nonpoint pollution. This is particularly important in the proposed project area because the Root River Canal is considered an "impaired water" and nonpoint source pollution has been identified as the cause of the impairment.

Feel free to call me at (262) 884-2360 if you have any questions.

Sincerely,

Peter C. Wood, P.E.
Water Resources Engineer



2001
DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
190 FIFTH STREET EAST, SUITE 401
ST. PAUL, MINNESOTA 55101-1638

REPLY TO
ATTENTION OF

March 29, 2007

Operations
Regulatory (2007-878-DJP)

Mr. Wally Madsen
Nielsen, Madsen, & Barber S.C.
1339 Washington Avenue
P.O. Box 188
Racine, Wisconsin 53403

Dear Mr. Madsen:

This is in regard to the conceptual plan prepared for a Town of Yorkville Drainage Improvement project. The project site is located southwest of the intersection of Sylvania Avenue and 2-Mile Road, in the NE ¼, Sec. 1, T. 3N., R. 21E., Racine County, Wisconsin.

On March 28, 2007, you met with Dale Pfeiffle of my staff to review the conceptual plan for the project. The conceptual design would involve the excavation of two deep storm water pond fore bays within uplands on the west side of Sylvania Avenue. The treated water from the deep fore bays would discharge into an existing cattail marsh wetland. To further slow the velocity and provide additional treatment of the storm water, three shallow basins would be scraped/dredged within the cattail marsh. The project would also include wetland restoration activities along the northern edge of the cattail marsh area.

The Corps concurs with the conceptual design of the proposed drainage improvements. We recommend that future plans developed for the project would eliminate the proposal to fill the eastern portion of the existing wetland (identified with cross-hatching on the enclosed conceptual plan) and to establish 8:1 or flatter side slopes along the perimeter of the wetland scrapes. The Corps final approval of this project will require the submission of a permit application, including an alternatives analysis and final design plans.

We look forward to receiving a Department of the Army permit application with final design and wetland enhancement/restoration plans. If you have any questions, contact Dale Pfeiffle in our Waukesha office at (262) 547-0868. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,

Robert J. Whiting
Chief, Regulatory Branch

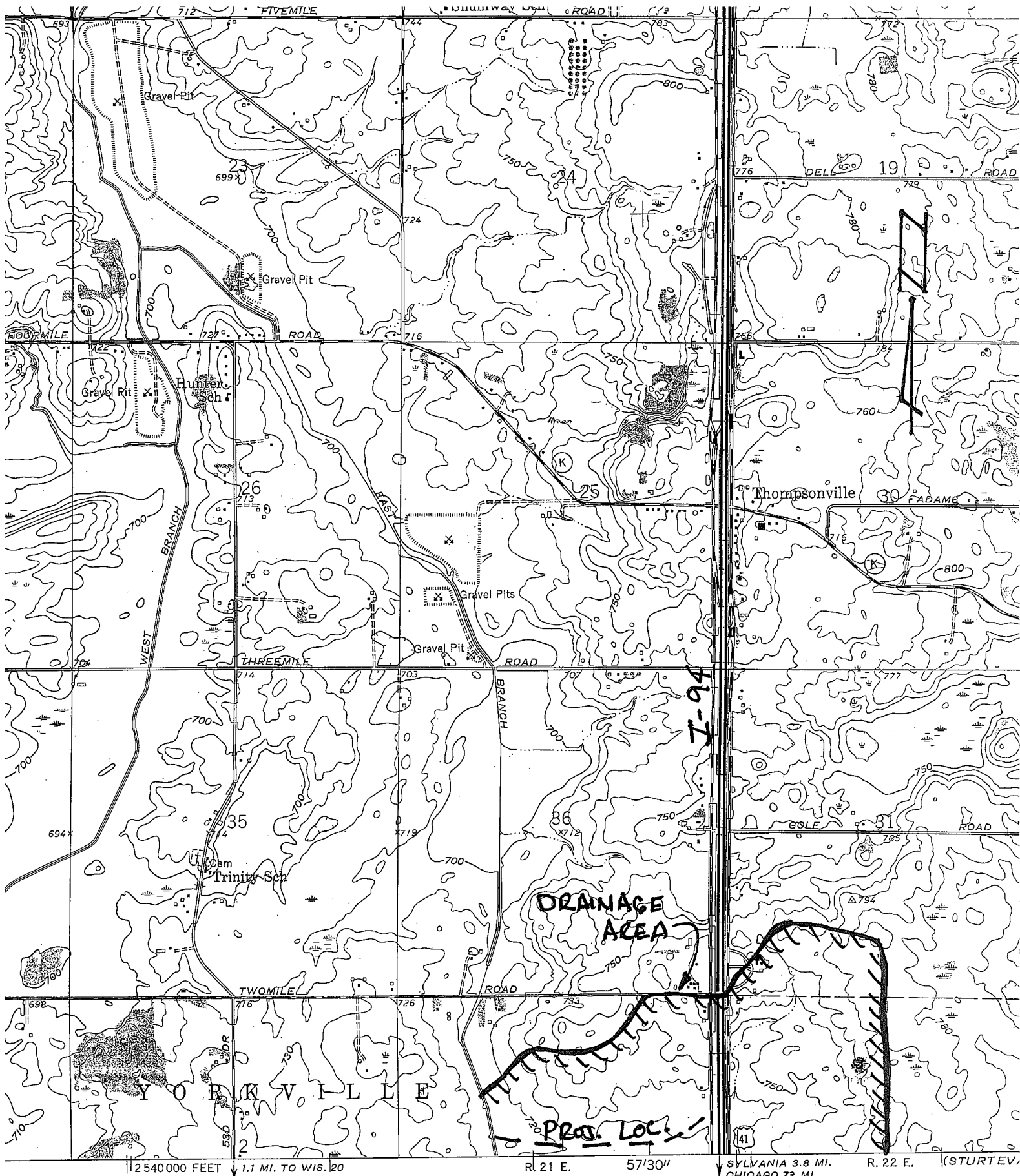
Provide 8:1 or Flatter
Side Slopes

Proposed
Existing
Water

SYLVANIA AVENUE

REFERENCE LINE "1" - 94'
E. LINE SEC. 1-3-21

0-50-878-002



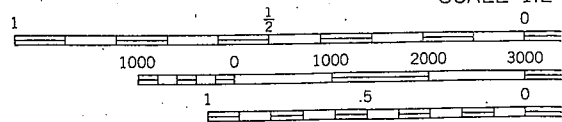
d, edited, and published by the Geological Survey
by USGS and USC&GS

phy from aerial photographs by photogrammetric methods
otographs taken 1955. Field check 1958

c projection. 1927 North American datum
foot grid based on Wisconsin coordinate system, south zone
eter Universal Transverse Mercator grid ticks,

FRANKSVILLE
"QUAD"

1 1/2°
NORTH
IC NORTH

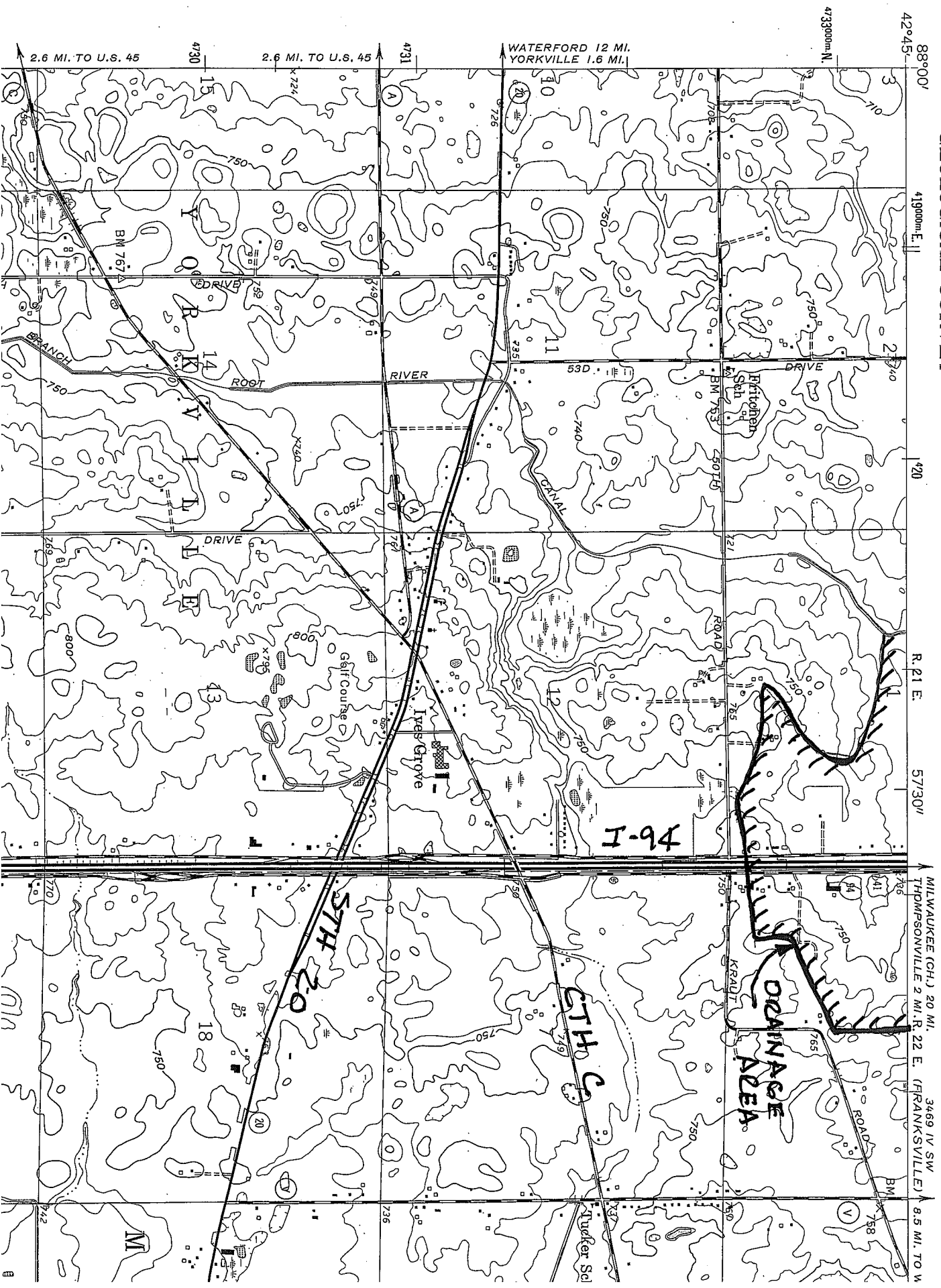


SCALE 1:24
CONTOUR INTERVAL
DATUM IS MEAN S

3269 1 SE
(NORTH CAPE)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STURTEVANT
"QUAD"



October 9, 2006

The regular meeting of the Yorkville Town Board & Planning Commission was called to order by Chairman James E. Moyer at 7:00 PM, October 9th, 2006 in the Yorkville Town Office, 720 Main Street, Union Grove. Present were Chairman Moyer, Supervisors Whitley and McMahon, Commissioners Vanderbrook, Fink, Nelson, Gruhn and Geschke, Inspector Vyvyan, Attorney Pruitt and the Clerk-Treasurer.

Minutes of October 3rd and September 25th were approved as printed on a motion by Supervisor Whitley, second by Supervisor McMahon and the motion carried.

The financial report was approved as presented on a motion by Supervisor McMahon, second by Supervisor Whitley and the motion carried.

Invoices in the amount of \$46,891.16 were approved for payment on a motion by Supervisor McMahon, second by Supervisor Whitley and the motion carried.

Chairman Moyer then called upon Attorney Pruitt for his review of the documents put together for the final approval of the Stonecrest Shores Subdivision. Copies of all documents had been forwarded to each supervisor and commissioner for their review. Pruitt noted the developers agreement addressed previous drainage concerns with a permanent easement going into the canal on the east side of the property. The final plat is still awaiting final state approval which then will also need small revisions upon its return. Pruitt advised the Board & Commission of his recommendation that we approve the final documents contingent upon the presentation of the final plat that meets our approval. The Clerk-Treasurer already has received the original letter of credit from the developer in the amount of \$2,033,000.00. Pruitt also reviewed the land division fees, well payments, proof of insurance, asphalt deposits and payment of attorney and engineer fees necessary to complete the finalization of all documents for the subdivision and the fact that the signing of final plat will take place upon the completion of such.

Pruitt reviewed the updated First Amendment to the Pre-Development Agreement which Mr. Neider has delivered the signed original copy tonight. This agreement gives Stonecrest Shores authority to start rough grading and road starts and holds the Town harmless according to Pruitt. Supervisor McMahon moved to approve and sign the predevelopment agreement. The motion was seconded by Supervisor Whitley and motion carried. Chairman Moyer and Clerk-Treasurer Aimone then signed the predevelopment agreement. Commissioner Fink moved that the Town Chairman then sign the final documents for Stonecrest Shores Subdivision upon receipt of the final review and revisions from the State of Wisconsin. The motion was seconded by Commissioner Gruhn and the motion carried. Supervisor McMahon moved to accept the Planning Commissions recommendation to sign all final documents upon presentation after State approval and review by our Attorney. Supervisor Whitley seconded the motion which then carried. Chairman Moyer then thanked the developers for their cooperation in the completion of this development as well as the attorney and engineer on

Exhibit A

the project. Mr. Neider, developer of the Stonecrest Shores then thanked the Board for their cooperation.

Chairman Moyer then announced the opening of the public hearing for the rezoning request of Alan Jasperson, 5232 Five Mile Road, from A-2 to B-3 Commercial Service of four parcels on the southeast corner of USH 45 & STH 20. Arnie Clement, agent for Mr. Jasperson, told of the current four platted lots located at this intersection and their wish to possibly reconfigure them into additional lots and bring an access road off USH 45 with a 66' right of way and built to town standards. With rezoning, Mr. Jasperson would have lots which would be more marketable according to Mr. Clement. There would also be a retention-detention pond on the property with a landscape buffer and no other access except the two roads as shown. Supervisor Whitley questioned Clement what they envisioned and/or clientele they were promoting this property to. Clement asked what the Board would like to see located here. Various commission members questioned the cutting of more lots, detention pond, no definition of marketing plans, deceleration lanes on these busy highways with safety being paramount, as well as wide open approval being requested. Dan Oakes of 20220 Washington Avenue spoke in favor of the rezoning as commercial with the Town board have control by granting or denying conditional uses on each lot.

Chairman Moyer noted each lot would require a conditional use hearing if approved and that he would not be voting on this particular rezoning issue.

Jonathan Olsen, 1708 N. Colony Avenue told of being located across the street and to the west of the property being discussed. He noted that in the last few years, 13A to his west and north was rezoned for Country Roses and Shawn Mathiesen's development. With this Jasperson rezoning he would be surrounded by commercial property and he asked for consideration for his property as being residential. Chuck Jacobson, 18829 Washington Avenue read his letter of opposition to the rezoning as he is an adjoining property owner immediately east of the property. Jacobson also presented a petition with 21 signatures opposed to the rezoning of the Jasperson property. Dan Minton, 18826 Washington Avenue asked what had changed from the original plans several years ago for a truck stop and convenience store. He told of phone calls with the DOT regarding the accidents and congestion at the corner of USH 45 and STH 20 and the lack of stop and go lights at this corner. He is opposed to the rezoning from a safety and noise standpoint. Scott Smith, 18801 Washington Avenue reiterated the lighting, congestion and traffic problems to be created by this project. He would like to see the area remain a rural setting with possible cluster housing etc. Dave Alexander of 15816 Spring Street asked whether the DOT would allow access onto STH 20 to which Clements answered the three lots have three access points available currently with plans to drop that number to two. The hearing was then closed.

Commission members then asked the difference between B1 and B3 zoning which was cleared up by Mr. Clement. Commissioner Fink noted the neighborhood opposition and he would have a hard time forcing this upon them. Supervisor McMahon told of his recent trip to the east coast and the methods they currently use to supervise growth.

Supervisor Whitley noted it may be hard to market when zoned A2 but with B3 we would lose our authority. He also stated we have a land use plan which shows commercial at this dangerous intersection. Commissioner Nelson then also told of our land use plans and felt the B1 zoning is more in line with what we originally planned with no residential to be located there. He agreed that B3 zoning leaves the door a little too open. The Clerk-Treasurer then read letters from Scott & Faye Smith, 18801 Washington Avenue, Chuck & Anne Jacobson, 18829 Washington Avenue, Jonathan & Rebecca Olson, 1708 N. Colony Avenue and Steven Rossa and Thelma Murphy Smith owner of Lot 8, USH 45.

Commissioner Gruhn moved to deny the request of Alan Jasperson at the SE corner of USH45 & STH20 from A2 to B3. Commissioner Fink seconded the motion which then carried with Chairman Moyer then abstaining. Supervisor McMahon then moved to accept the Planning Commission's recommendation to deny the rezoning for Jasperson, second by Supervisor Whitley and the motion carried. Chairman Moyer abstained.

Chairman Moyer then called a public hearing to order to hear the request of CDB Technologies, Inc., mfg. of inert materials to locate in the Coastal Partners building, 13900 Grandview Parkway. Mr. Trent Poole of C B Richard Ellis, agent for Coastal Partners and Wis Park addressed the meeting relative to their request for CDB Technologies to lease 20,000 sq. ft. by this newly formed company established to manufacture inert materials. The inert materials would be marketed to at least one confidential customer and they would like to start the process as soon as possible. Representatives of the firm told of creating a ceramic particulate using salts and bases and acids and then drying it. Special chemistry and a fairly confined base and drying process were discussed along with the fact that the product would be used for coating on implants etc. Questions arose as to what types of acids and quantity of such would be on site to which we were told they were not sure of which acids but they were investigating which type to be used. There were also questions of by products, environmental issues, disposal of waste chemicals etc.

Utilities Manager Hanson then questioned the waste being produced and asked what the BOD factor and suspended solids would be for such. There will be unknown levels of phosphorus being produced and also a need for more information on questions from Hanson and Vanderbrook relative to environmental impacts etc. The representatives of CDB Technologies then told of their inability to discuss and jeopardize their business plan and the sensitivity of such. Chairman Moyer then suggested they could meet with the Utilities Manager and Fire Chief and possibly explain the operation to their satisfaction and brought back before the Planning Commission and Town Board during our October 23rd meeting. Hanson noted he would need a quantifiable number of lbs. to be discharged, clean up methods and how they proposed to deal with waste products. Supervisor Whitley moved to lay over the CDB Technologies request for a conditional use until the October 23rd meeting awaiting further information as requested. Supervisor McMahon seconded the motion which then carried.

Paul Thomas, owner of lands along North Sylvania Avenue appeared relative to the water issues with waters coming under I-94 as well as from the North and South through his

property. Engineer Wally Madsen had drawn up a construction estimate to do channel excavation, clearing, erosion mat and control as well as a 12" slotted piper installation for the length of the property. Roland Machinery would be paying for a portion of this drainage line with the Town responsible for a portion as well. Discussion followed as to how this drainage problem needs to be solved. The need for ground drainage and an easement from Thomas as well as firm numbers for this project costs needs to be determined according to Supervisor Whitley. Supervisor Whitley moved to obtain firm numbers, design work etc. for bidding from Engineer Madsen to be brought back into the Town Board & Planning Commission on November 13th for action. Supervisor McMahon then seconded the motion which carried.

A request from Barbara Olsen, 1404 So. Colony Avenue for a variance from her current R-2 Suburban Residential District zoning to allow farm animals was next on the agenda. Jim Fox spoke on her behalf telling of the location of this home as well as the request for a variance to allow the housing and pasturing of two horses at this time. A 30' X 50' garage now contains stalls for the horses and he told of the shed for the outside run along with footage from adjoining properties. He predicted there would be about four bushel of manure and shavings per day which would be removed and transported to an area farm. He had been advised to talk with the neighbors and told of his efforts to do so with no one coming to view their proposed operation.

The Clerk-Treasurer then read four letters in opposition to the granting of this variance from Marvin & Katherine Anderson, 1428 So. Colony Avenue, Mary Sheen, 1700 So. Colony Avenue, Leslie Brever, 1626 So. Colony and Brad & Sharon Maier of 1414 South Colony Avenue.

Dan Maurice of 1508 So. Colony Avenue explained his position and noted he agrees with the Marvin & Katherine Anderson letter in opposition to this variance.

Dan Minton of 18826 Washington Avenue told of the fact he felt two horses could not cause that much of a problem out here in the country to which Chairman Moyer noted this is zoned R2 which does not allow farm animals..

Various commissioners told of the effect by granting this variance would open up the doors for any farm or exotic animal to be allowed in R2 zoning and that is not the intention of zoning laws and would put our board in the position of having to referee what to allow and disallow by a variance. Commissioners told of neighborhood opposition and the homeowners knowledge of the zoning at time of purchase with the subsequent asking for us to override the zoning.

Commissioner Geschke moved to deny the variance request for the R2 zoning at 1404 South Colony Avenue, seconded by Commissioner Gruhn and motion carried. Supervisor Whitley moved to adopt the Planning Commission's recommendation for denial of this variance request for Olson. Supervisor McMahon seconded the motion which carried unanimously.

2 1

John Hribar has a pond permit application on file for property owned at 19900 block of Spring Street with needed revisions as requested by the our engineers. Engineer Mark Madsen has received the revised plans and permits told of his OK with the new plans and his advice to grant such pond permit. Supervisor Whitley moved to approve the pond permit fro John Hribar for lands along Spring Street on the advice of our engineer. Supervisor McMahon seconded the motion which carried.

A Class B Beer & Liquor License application has been received for Kiko's Grill & Bar at 904 South Sylvania Avenue, Agent Jela Lakic. The town attorney has investigated the land contract sale to the new owners which will not be recorded and thus the building and lands being owned by the previous owner, Mike Lakic. All previous delinquent taxes, water fees and sewer fees have been paid in full with only the remaining sewer connection fee assessment being outstanding on the property in question. This balance will be due and payable on the time a sale of the property actually takes place according to our attorney. Supervisor Whitley moved to grant the Class B Beer & Liquor License to Kiko's Grill & Bar at 904 South Sylvania Avenue, with Supervisor McMahon seconding the motion which then carried. An operator's license for Amar Gljiva, 7273 S. 27th St., Franklin was approved on a motion by Supervisor Whitley, second by Supervisor McMahon and the motion carried.

A temporary Class "B" retailer's license was granted to Guerrero Productions for a rodeo to be held October 15th at the Racine County Fairgrounds along with operator's licenses for Juan Ocampo, 2935 20th St., Chicago and Alfredo Ocampo, 2935 20th St., Chicago on a motion by Supervisor Whitley, second by Supervisor McMahon and the motion carried.

Dan Bulgrin, owner of Lot 2 of CSM No. 2730 appeared before the board relative to a stop work order placed by Chairman Moyer and Building Inspector Vyvyan on the construction of his mound system within the vision corner so identified on the recorded CSM. Mr. Bulgrin admits he knew of the vision corner designation but was unaware of the minutes whereby a two foot maximum height for any obstruction including the mound system or vegetation was enacted. Various comments were heard that the ball had been dropped somewhere, whether it was the county sanitarian or whom. Commissioner Nelson noted there is a mix up and someone has to accept responsibility but noted that the cutting down of brush previously located at the southwest corner of 67th Drive and Spring Street is a great improvement. Commissioner Whitley moved that upon the approval of the building inspector we will allow the mound system construction to proceed as started. Commissioner Nelson seconded the motion which then carried with six ayes and one nay. Supervisor McMahon moved to accept the Planning Commission's recommendation to allow the construction of the mound system as started upon on site inspection and approval of the building inspector. Supervisor Whitley seconded the motion which then carried. The vote was two ayes and one nay.

Supervisor Whitley moved to award the insurance bid to The Horton Group for the 2006-2007 premium of \$15,894 for all insurance needs of the Town of Yorkville. The motion was seconded by Supervisor McMahon and the motion carried. The Clerk will notify the winning bidder of this award.

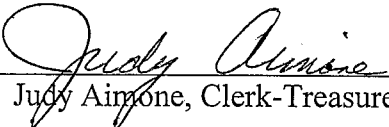
Patrick W. Romenesko, CPA has submitted his audit fees fro the 2006 audit to be done in early 2007. Supervisor Whitley moved to approve the fee schedule for the Town and its utility districts as listed. Supervisor McMahon seconded the motion which carried.

Engineer Madsen reported that Wanasek Company has been scheduled in tomorrow to TV the tile lines where the drainage problems of 108th Street and Two Mile Road have been occurring. The major obstacle has been removed and water seems to be flowing better but we still need to TV it both ways and make sure to deal with all issues and then cover the blowouts and remove the snow fencing. Madsen also told of proof rolling taking place tomorrow for Stonecrest Shores which his firm is monitoring.

The building inspector then read his last month's report and also told of the four inspections he has made on the trailer parking at Traveler's Inn, 14017 Durand Avenue. There are a number of mobile home parked there all summer and after one additional inspection the Board will make a decision as to how to proceed.

The question of truancy problems and their handling at local schools will be addressed at the next Town Board & Planning Commission meeting on October 23rd according to Chairman Moyer.

With no further business to come before the meeting, Supervisor Whitley moved to adjourn, second by Supervisor McMahon and the motion carried. Chairman Moyer then adjourned the meeting at 9:45 PM.


Judy Aimone, Clerk-Treasurer

November 13, 2006

The regular meeting of the Yorkville Town board & Planning Commission was called to order by Chairman James E. Moyer at 7:00 PM, November 13, 2006 in the Yorkville Town Office, 720 Main St., Union Grove. Present were Chairman Moyer, Supervisors Whitley and McMahon, Commissioners Gruhn, Geschke, Vanderbrook, Fink and Nelson, Inspector Vyvyan, Attorney Geary, Engineers Mark and Wally Madsen, and the Clerk-Treasurer. Absent was Constable O'Brien.

Minutes of the October 23rd meeting were approved as printed on a motion by Supervisor Whitley, second by Supervisor McMahon and the motion carried.

The financial report was accepted as presented on a motion by Supervisor Whitley, second by Supervisor McMahon and the motion carried.

Invoices in the amount of \$110,891.71 were approved for payment on a motion by Supervisor McMahon, second by Supervisor Whitley and motion carried. The highway projects paid out in the amount of \$72,500.69 were listed as 65th Drive reconstruction, cul de sac improvements for Oakhurst Lane and Grandview Parkway repairs. The highway department will provide a listing of repairs to Grandview roads for reimbursement for these road failures.

Mr. Tom Hermann, Assistant Principal of Union Grove High School along with Richard Barta, Municipal Judge for Yorkville were present to discuss ongoing truancy problems at the local high school and possible Yorkville involvement in attempting to curb such problems. Hermann reported on attendance rates vs. truancy rates plus the Class of 2005 showing the highest and lowest attending freshmen along with class rankings & GPAs etc. Hermann had also submitted several sample ordinances used by adjoining schools for an example. Judge Barta discussed the "habitual truant" and the possible use of circuit courts to address these but he would rather bring in the students and parents before going that far and attempt to supervise them through municipal court. Attorney Geary then told of various ordinances and that the City of Racine using variations of authority with habitual truancy cases. Various thoughts included bringing kids back that are on the fringe of the truancy issue as being our aim. Supervisor McMahon moved that Attorney Geary work with Tom Hermann, Richard Barta and Attorney Scott Lewis to come up with an ordinance to address truancy to be acted on in the near future. Supervisor Whitley seconded the motion which carried. This issue is to be included on the next agenda of the November 27th meeting.

Attorney Geary reviewed his opinion on the change of the office of Town Constable from an elected to an appointed position. The current constable, Terry O'Brien is not eligible to be an elective candidate this year due to relocation for his permanent job. Chairman Moyer noted a letter had been received from O'Brien stating this and also his wish to retain employment with the Town through an appointment made by the Town Board. Geary noted we can eliminate the position at a Town Meeting with the electorate voting to do such. Other options include starting your own police force, appoint someone to use citation writing ability, with only limited authority, or hire local sheriff department personnel. Discussion followed relative to employing O'Brien part-time as a one man force etc. Commissioner Gruhn questioned if abolishing the position and someone comes

forward later, what the procedure would be to create the elective position once again for which she was told of the process for a town meeting to re-enact the ordinance pertaining to an elective constable. Supervisor McMahon moved Mr. Geary write an ordinance eliminating the elected constable position and address an ordinance whereby the officer appointed would do certain duties by enforcing our ordinances on the referral of such by the Town Board. Supervisor Whitley seconded the motion which then carried. This ordinance will be brought before the Town Meeting scheduled for October 20th, 7PM here in the Town Office.

Chairman Moyer told of the October 9th meeting where a request to rezone lands for Alan Jaspersen, 5232 Five Mile Road was heard and his request being denied. Since that time, his agent Arnold Clement has asked for reconsideration of the decision. An opinion was obtained from our attorney relative to the requested reconsideration of denial of rezoning petition whereby he stated the Town Board should first decide whether or not to reconsider its decision. If the Board decides that reconsideration is warranted, then a public hearing and meeting should be scheduled with notice of the same to be published and noticed in the same manner as the hearing and meeting on the original petition for rezoning. Pruitt also writes in a determination of whether to reconsider a zoning-related decision, the Town Board may want to consider the "change or mistake" rule, which requires that there be a change in surrounding conditions since the previous application which merits a reconsideration of the zoning request. Moyer questioned whether there were any changes in this situation (emphasizing the non use of mistakes). Agent Clement noted there are no physical changes to the area and asking the Town to reconsider the request and get the item back on the table for discussion of appropriate uses etc.

Supervisor McMahon then noted this should be a Town Board action as the board had previously accepted the Planning Commission's recommendation and now must make this decision themselves. He asked also that Chairman Moyer remove himself from the discussion as he had done during voting at the previous meetings. McMahon stated the Town Board had to take this issue under consideration on whether we want to re-hear this request and what we would reconsider. Supervisor McMahon moved that the Town Board put the rezoning issue for Jaspersen back on the agenda for a public hearing to rehear such. Supervisor Whitley seconded the motion which then carried with two ayes and zero nays. Chairman Moyer abstaining. Discussion followed as to ways to discuss the issue once it is brought back to the board for action during the December 11th Board & Planning Commission meeting.

John Kurt, owner of 20809 Durand Avenue appeared before the Board and Commission with a requested site plan to allow the proposed site plan review for the tenant, Blum's Fab & Design to locate in a portion of his building at the Durand Avenue address. Kurt advised he had been in touch with Julie Anderson of Racine County Planning & Development and also the Village of Union Grove noting the extra territorial zoning being in place for his properties as well as others by recent Village action. Mr. Blum told of his operation of a small fabrication shop putting together stake beds, tool box construction, hitch attachments and light welding etc. This would be Mr. Blum's full time employment with two to four employees in the future. The operation would NOT include any painting which is to be outsourced. There would be limited outside storage as shown on the site plan with a limit of four vehicles. Commissioner Gruhn moved that the site plan for John Kurt and his location of Blum's Fab & Design at 20809 Durand.

Avenue be approved with the conditions as listed by Mr. Kurt. The motion was seconded by Commissioner Nelson and motion carried. Supervisor McMahon moved that the Town Board accept the Planning Commission's approval of the site plan change at 20809 Durand Avenue allowing Blum's Fab & Design to begin operations. Supervisor Whitley seconded the motion which carried. The Village of Union Grove is to be advised of our decision on the above site plan.

Mr. William Keckhaver II, of Colony Auto Sales, 1901 S. Colony Avenue presented the Board & Commission with his site plan review to reactive the used car sales portion of an existing conditional use at the above address. He told of two operations on this property owned by Roger Palmen. One is the body shop currently in business plus a used car lot for the display of up to twenty cars. Commissioner Fink moved to approve the site plan with the conditions placed by Racine County on this operation. Commissioner Geschke seconded the motion which then carried. Supervisor Whitley moved to accept the Planning Commission's recommendation for approval of the site plan including used car sales at the 1901 S. Colony Avenue address. Supervisor McMahon seconded the motion which then carried.

Engineer Wally Madsen then presented a topople map showing the current wet lands and drainage ways on the Paul Thomas land along North Sylvania Avenue. Discussion followed as to ways to alleviate the flow of water through this property from all sides going to the canal located west of his property. Various restrictions were discussed of what you can do with wetlands, doing a scrape and creating a storage pond etc. Figures of tile lines were at the \$100,000 mark with another \$140,000 needed for swales etc. Funding seemed to be the biggest impediment to doing something to alleviate the problems for Mr. Thomas. Engineer Madsen is to obtain information on grants and/or matching funds for a project of this scale. The item will again be on the December 11th agenda.

The operator's license for Sheila Slye of 4915 Schoen Rd, Lot 56, UG for Highlands Petro was approved on a motion of Supervisor Whitley, second by Supervisor McMahon and motion carried.

Chairman Moyer asked for a motion to approve the appointment to the Extra Territorial Jurisdiction Committee of Gary Fink, Terry McMahon and Sherry Gruhn. Supervisor Whitley moved to approve these appointments with a second from Supervisor McMahon and the motion carried.

The snowplowing proposal and contract for Midwest Snow Control, Todd Kaplan was approved for the collection site during the 2006-2007 winter season on a motion by Supervisor McMahon, second by Supervisor Whitley and the motion carried.

The election workers list presented by the clerk-treasurer was approved for the one year appointment of December 1, 2006 to December 1, 2007 on a motion by Supervisor Whitley, second by Supervisor McMahon and carried.

Supervisor Whitley moved to appoint Scott Chase as public health service representative for the Town of Yorkville. Chairman Moyer seconded the motion which then carried.

The Western Racine County Health Dept. revised contract was laid over until the next board meeting for action after discussion on a motion by Supervisor McMahon, second by Supervisor Whitley and the motion carried. McMahon and Chase will discuss the agreement at the next regular health unit meeting as this is the third change in the contract proposed.

Inspector Vyvyan told of John Hessenthaler doing all inspections for the new Yorkville School buildings as he felt there would be a conflict of interest for him to do so as he is a board member of the Yorkville School. Discussion also followed as to inspections he has been doing every two weeks on the trailer parking at 14017 Durand Avenue. The clerk was instructed to write a letter to the owners of said property and advise them of the ordinance relative to this temporary parking. Vyvyan then will do a final inspection after owners have been notified.

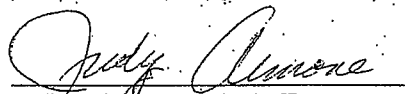
Engineer Mark Madsen discussed the two proposals to repair the tile line in the 108th Street and Two Mile Road area. Supervisor Whitley will talk again with the Town of Raymond relative to their position on the need and costs to repair this 18" tile line.

Supervisor McMahon moved that the November 27th Town Board meeting start at 5:00PM rather than the usual 7:00 start time. Supervisor Whitley seconded the motion which then carried.

Dan Neider of Charney Neider Properties LLC asked to address the Board to talk about the possible issuance of building permits in order to allow his firm to partake in the upcoming parade of homes. The item was not on the agenda but the Chairman and Clerk told him of communication from Attorney Pruitt whereby he is to attend the November 27th meeting along with Dan Oaks and Harry Butler to answer questions on the absorption fields and their movement etc. Neider will appear along with the others.

Chairman Moyer reminded all of the upcoming Town Budget Hearing, Town Meeting and Town Board meeting on November 20th at 7PM here in the Town Office.

With no further business to come before the meeting, Supervisor Whitley moved to adjourn, second by Supervisor McMahon and the motion then carried. Chairman Moyer adjourned the meeting at 9:15 PM.


Judy Aimone, Clerk-Treasurer

0000960

Document Number

AGREEMENT
Pond Maintenance and
Storm Water Easement

THIS AGREEMENT, made among **ROLAND PROPERTIES, LLC**, ("Owner"), **NATIONAL CITY BANK**, a national banking corporation ("Mortgagee") and the **TOWN OF YORKVILLE**, a municipal corporation located in Racine County, Wisconsin ("Town").

Legal description attached.

DOC # 1958855

Recorded

MAR. 02, 2004 AT 04:23PM

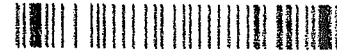


MARK LADD

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$45.00



Recording Area

Name and Return Address

Hostak, Henzl & Bichler, S.C.

Attn: TJP

840 Lake Ave. - 3rd Floor

Racine, WI 53403

45-

018-03-21-01-001-000

Parcel Identification Number (PIN)

AGREEMENT

THIS AGREEMENT made and entered into pursuant to the provisions of the Code of Ordinances of the Town of Yorkville, Racine County, Wisconsin, among **ROLAND PROPERTIES, LLC** ("Owner"), **NATIONAL CITY BANK**, a national banking corporation ("Mortgagee") and the **TOWN OF YORKVILLE**, a municipal corporation located in Racine County, Wisconsin ("Town");

RECITALS:

1. The Town Board of the Town concurrently herewith has approved the development plans of "Roland Machinery, Inc." for the construction of a sales, service and parts distribution facility for heavy construction equipment at 2916 N. Sylvania Avenue ("the Development"), and the ordinances of the Town require that the Owner enters into a suitable contract with the Town relative to the construction of roads and other improvements; and
2. The Mortgagee holds a mortgage interest in the lands included within the plan of the Development;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Road Construction Standards and Guaranty Period.** Owner agrees to reconstruct, to Town industrial standards and at its own expense, Two Mile Road from Sylvania Avenue to one hundred feet (100') past the driveway entrance, as well as acceleration and deceleration lanes on Sylvania Avenue, in accordance with the provisions of the Town ordinances and the applicable government road construction standards in effect at the time of such road construction. Such work shall also be done in accord with construction plans submitted on behalf of Owner, including the Site Layout Plan, Grading, and Drainage Plans prepared by Nielsen, Madsen & Barber, S.C. dated October 30, 2003. Owner further agrees to be liable for maintenance and repair of such road and lanes for a period of two (2) years after acceptance of the reconstructed road and lanes, unless a longer

guaranty period is required by the Town Board, and in accord with any maintenance guarantees provided in Town ordinances at the time of acceptance of any such roads.

3. **Drainage Facilities.**

A. **On-site Drainage Improvements.** Owner agrees to construct or cause to be constructed at its own expense all drainage facilities as shown on the above-described plans. In the event the road and drainage facilities are not completed within three (3) years from the date hereof, the Town Board shall have the right to review the plans in light of conditions then existing or expected in the area and to modify the plans to meet any such conditions. The Owner shall conform to any such revised plans. All such work shall be subject to approval and acceptance by the Town Board. The Owner shall be liable and responsible for the proper maintenance of the drainage ditches described on the approved plans, including any detention or retention ponds. The Owner agrees to dedicate or cause to be dedicated by any persons with any interests therein of any and all proposed public roads, rights-of-way and easements, whether for drainage or utilities, as shown on the plans for the proposed Development. The Owner shall cause drainage easements and a pond maintenance agreement to be executed in favor of the Town. The Owner is responsible for obtaining the legal descriptions for said easements and pond maintenance agreement. Attached as Exhibits A and B, and incorporated herein by reference, are copies of said easements and pond maintenance agreement. In the event of any default in the obligations to properly maintain the drainage easements, including any retention or detention ponds, the Town may cause said maintenance to be provided and may charge the Owner or subsequent owner. In addition, the Town, at its option, may cause all such costs, including any engineering, legal and administrative costs with respect to the same, to be assessed against the affected lot(s) within the Development, all as provided in Sections 66.0627 and 66.0703, Wis. Stats.

 B. **Off-site Drainage Improvements.** The Town intends to undertake an assessable municipal project to improve drainage flow from Interstate 94 to the East

Branch of the Root River. This project will also benefit the Owner, as the subject property will generate approximately 25% of the drainage flow into the drainage improvement to be constructed. Upon completion by the Town Engineer of a report estimating project expenses, the Owner shall remit to the Town 100% of the estimated cost of construction of the drainage improvement from the South boundary line of Owner's property to the drainage ditch that shall carry the storm water West to the East branch of the Root River, and 25% of the cost of the remainder of the project,. Said cash deposit shall be deposited by the Town in a segregated, interest bearing account, subject to being withdrawn on demand by the Town. While the Owner shall not be in default hereunder, the Town shall cause the interest on the account to be paid to the Owner at least annually. After the completion of the project, any excess funds shall be returned to the Owner, pro-rata. Any deficiency in the sum received from Owner shall be paid by Owner within 30 days of billing by the Town. It shall be the Town's responsibility to obtain all necessary easements, permits and approvals. Subject to paragraph 17 below, the Town shall complete construction of the off-site drainage improvements within one (1) year after obtaining necessary permits, including DNR approval, and all necessary easements.

The Owner understands and agrees that the Town may impose fees, charges or special assessments to third parties benefited by the project, and that Owner shall have no right to receive any portion of such payments to the Town.

Pursuant to Sec. 66.0703(7)(b) of the Wisconsin Statutes, Owner hereby waives any and all requirements of the Wisconsin Statutes and local ordinances which must be met prior to the imposition of special assessments (including, but not limited to, the notice and hearing requirements of Sec. 66.0703) and agrees that the Town may levy special assessments against the Owner in the event full payment of Owner's portion of the project is not received.

4. **Sewer Service.** This Agreement and the approval of the plan of the Development are conditioned upon the Development being serviced with an adequate

private sanitary sewer system consisting of a tank, conveyance pipes, mound system and appurtenances thereto. The Town shall have no ownership interest in the sanitary sewer system. Owner, or its successors and assigns, shall be responsible for all maintenance of the system at its cost, and shall bear the costs of alterations to the system necessitated by any improvements to public facilities. The Owner, or its successors and assigns, shall have the mound system inspected annually by a qualified consultant with a written report being delivered to the Town.

5. **Reimbursement of Fees and Expenses.** Owner agrees to be liable for and shall pay to and reimburse the Town for any and all engineering, planning, legal and administrative fees and expenses incurred by the Town with respect to the (1) processing, reviewing, revising, and approving conceptual, preliminary or final Development plans, including preliminary and final plans, (2) processing, reviewing, revising, drafting, and approving any agreements, easements, deed restrictions, or other documents associated with the proposed development or development, and (3) construction, installation, inspection and approval of all improvements provided for in this agreement, including, but not limited to, consultation reasonably required to address problems encountered during the course of the design and construction of the Development. All such fees and expenses shall be paid to the Town within thirty (30) days of billing. This paragraph does not pertain to the project to construct off-site drainage improvements for which the Owner shall be responsible for its pro-rata share of fees and expenses in accord with paragraph (3)(B).

6. **Security.** As and for security for the performance of this contract and all the provisions thereof, Owner agrees to furnish to the Town a cash bond or letter of credit in the principal sum of \$58,000.00 to guarantee full compliance with all of the terms and provisions of this agreement. Any letter of credit shall expressly provide that it will not expire for one and one-half years from the date of execution of this Agreement, unless released earlier, in writing, by the Town. In the event of a default in any of the terms of

this agreement, the Town shall be entitled to call or draw on such security to remedy any such default. Releases of letters of credit, or partial releases of letters of credit, may only occur with the express, written consent of the Town Board. In the event a cash bond is given, the Town shall deposit such funds in a savings account in a bank qualifying as a public depository subject to being withdrawn on demand by the Town. While the Owner shall not be in default hereunder, the Town shall cause the interest earned on such account to be paid to the Owner at least annually. The principal sum shall remain with the Town until all obligations under this agreement have been fully performed, after which any portion not used by the Town as herein provided shall be paid to the Owner. If all the improvements required to be installed hereunder have not been completed within three (3) years from date hereof, in addition to any and all other rights which the Town may have under this agreement, the Town, by its employees or by contracts let to third parties, may cause all such improvements to be completed and apply the security provided for herein toward such costs, including any and all engineering fees, attorneys' fees, planning fees, and administrative expenses of the Town with respect thereto. In the event of any deficiency, Owner shall be liable therefor. It is understood by the parties hereto that the taking of such security by the Town shall not relieve the Owner from its primary liability under this agreement, nor shall the Town waive any rights it may have with respect to installing of such improvements and assessing the properties in the Development for the same or any other rights which it might have. The Owner agrees that said Development and all of such lots shall be benefited by such improvements required to be installed hereunder and that in addition to any other rights which the Town may have hereunder, in the event the Owner does not construct or cause to be constructed such improvements as herein provided, that the Town may cause such improvements to be made and assess the lots within said Development therefor; and that the Owner, for itself and its successors and assigns, consents to such assessments and waives notice and hearing with respect to the levying of such assessments in accordance with section 66.0703 of the Wisconsin Statutes.

7. **Erosion Control.** During the course of the construction of the Development, the Owner shall be responsible to insure that reasonable steps are taken to prevent erosion from lands within the Development and the siltation therefrom being carried into road rights-of-way, roadside ditches, drainage ditches, easements, culverts, drains, waterways, lakes and streams. To prevent such erosion and siltation the Owner shall conform to the practices as set forth in the Wisconsin Construction Site Best Management Practice Handbook promulgated by the Department of Natural Resources, as modified from time to time. In the event of any such erosion or siltation, the Owner shall be responsible for removing all such siltation from and to restore all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Town. The Owner shall be responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Owner shall submit to the Town Engineer for approval, a written plan addressing such things as work hours, work days, dust control, construction debris on highways, etc.

8. **Pavement, Markings and Street Signs.** The Owner shall be responsible for the cost of all pavement markings and street signage required for the Development. Pavement markings may include stop lines at intersections, striping for right turn lanes, and any other pavement markings required by the Town Engineer, in consult with the Town. Signing shall include all stop signs, street signs and other signs required by the Town Engineer, in consult with the Town.

9. **Liability of Owner and Its Successors.** This agreement shall be binding upon the Owner, its successors in title or assigns, and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners and all

subsequent owners of the parcel upon which the sales, service and parts distribution facility for heavy construction equipment ("the Development") is being constructed. The sale of the Development shall not relieve any owners of their continuing liability hereunder.

10. **Utilities.** Owner is responsible for all costs associated with utilities including, without limitation, the cost of underground installation of cables, wires, pipes, laterals, etc. for electric, gas, telephone, and cable television services serving the Development.

11. **As Built Plans.** The Owner shall furnish to the Town "as built" Mylar plans showing all road construction, storm sewer construction and grading done in the Development. This information must also be provided in an electronic form approved by the Town Engineer prior to the issuance of any building permits. The Owner must also provide a copy of the final plan on paper the size of 11" x 17".

12. **Legal Action.** In addition to the provisions above set forth in this agreement, the Town and its successors, may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this or any other agreement it may have with the Owner, and its successors in title or assigns, and in the event of a legal action in which the final determination is in favor of the Town, the Town shall be entitled to collect from the Owner, its successors in title and assigns against whom such action is brought, the usual costs and disbursements, plus a reasonable sum as attorneys' fees.

13. **Indemnification/Hold Harmless Agreement.** The Owner hereby expressly agrees to indemnify and hold the Town and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of

work at or for the Development site pursuant to this Agreement. The Owner further agrees to aid and defend the Town or its agents (at no cost to the Town or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Owner. The Owner is not an agent or employee of the Town.

14. **Personal Liability.** The members of Roland Properties, LLC agree that in the event the Owner does not proceed with actual installation of the improvements contemplated herein, and conclude the same, they will personally pay the Town, in addition to all other costs incurred, the costs of all engineering work performed for the purpose of discharging the work contemplated by this contract and for all other necessary and incidental expenses, including attorney fees, which the Town has incurred in the process of carrying out the terms and provisions hereof.

15. **Special Assessments.** The Owner agrees that it will satisfy any outstanding special assessments levied against the Development, prior to recording the final plan.

16. **Conditional Use.** The Owner shall comply with, and be bound by, the conditions of the Town of Yorkville and Racine County related to the Owner's conditional use permit, a copy of which is attached as Exhibit E and incorporated herein by reference.

17. **Force Majeure.** As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, installation, wear, use, repairs, renewal, improvements, alterations, strikes or lockouts, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond

the reasonable control of such party or its agents or contractors, as applicable. No party to this Agreement shall be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

18. **Subordination**. The Mortgagee joins in this Agreement for the sole purpose of agreeing that in the event of the foreclosure of its mortgage interest in the lands of the Development, this Agreement shall survive such foreclosure and the lands in the Development shall remain subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set forth below.

Dated this 9th day of Feb., 2004.

ROLAND PROPERTIES, LLC

By: E. Earl Roland
MEMBER

STATE OF ~~WISCONSIN~~)
Florida) SS
COUNTY OF ~~RACINE~~)
Collier

Personally came before me this 9th day of February, 2004, E. Earl Roland, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Dixie H. Fowlie
Notary Public, Racine County, WI
My Commission Expires: 08/24/04



Dixie H. Fowlie
MY COMMISSION # CC962145 EXPIRES
August 24, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

By: James E. Moyer
James E. Moyer, Town Chairman

Attest: Judy Aimone
Judy Aimone, Clerk-Treasurer

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 24th day of February, 2004, James Moyer, Chairman, and Judy Aimone, Clerk-Treasurer, respectively, of the Town of Yorkville, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Karen J. Peterson
Notary Public, Racine County, WI
My Commission Expires: June 25, 2006

NATIONAL CITY BANK,
a national banking corporation

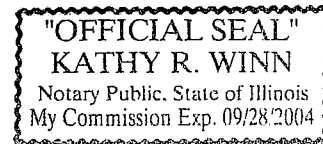
By: [Signature], VP
 Kevin J. Anderson, VP

Attest: Pamela Reilly

STATE OF ~~WISCONSIN~~)
 Illinois)
 McLean) SS
 COUNTY OF ~~RACINE~~)

Personally came before me this 23rd day of February, 2004, the above-named Kevin J. Anderson and Pamela Reilly, to me known to be the Vice President and CLSR, respectively, of National City Bank, a national banking corporation, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Kathy R. Winn
 Notary Public, ~~Racine~~ County, ~~WI~~ IL
 My commission: 9-28-04



This instrument was drafted by:
 Timothy J. Pruitt

**POND MAINTENANCE AND
STORM WATER EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between **ROLAND PROPERTIES, LLC**, (“Owner”), and the **TOWN OF YORKVILLE**, a municipal corporation located in Racine County, Wisconsin (“Town”) as follows:

RECITALS:

1. The parties desire to provide for the maintenance of a detention pond and drainage ditch as well as provide easements for same. The pond and ditch are located on part of tax parcel # 018-03-21-01-001-000 and are owned by Roland Properties, LLC and are further described in the legal description set forth in Exhibit A, and the diagram set forth in Exhibit B, which are attached and incorporated herein by reference.
2. The Town’s approval process for the creation of ponds requires Owners to grant to the Town an easement and the right to maintain the pond and related drainage ditches, if necessary, and to execute a hold harmless agreement in favor of the Town.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

A. Maintenance of the pond, ditches, drains and lines (“the Pond”) shall be the responsibility of the Owner, its successors and/or assigns, in perpetuity. Maintenance shall include all actions necessary to assure the handling of storm and surface water drainage, to include the cutting and removal of trees, brush, vegetation and other obstacles, and to ensure Pond capacity by removing silt or other materials when necessary. The Town shall have the right, but not the responsibility, to enter upon the lands of the Owner, its successors and/or assigns, for maintenance purposes when

necessary. Should the Town elect to perform any maintenance it shall attempt to provide 48 hours advance notice unless an emergency exists making such advance notice impractical. In the event the Town undertakes maintenance of the Pond, the Owner, its successor and/or assigns, shall promptly reimburse the Town for all costs of such maintenance, and if the Town is not reimbursed, the costs shall be assessed against the property as a special charge.

B. The Owner, its successors and/or assigns, hereby agree to release from liability, indemnify, and hold harmless the Town, as well as its agents, commissioners, officials, and employees, from and against any and all expenses (including reasonable attorney's fees), claims, damages, liabilities, and costs whatsoever, whether known or unknown, arising from the existence, operation or maintenance of the Pond. The Owner, its successors and/or assigns, agree to carry general liability insurance, which shall include the area occupied by the Pond, and, upon request, the certificates of insurance shall be filed with the Town showing such insurance coverage.

C. Owner does hereby convey to the Town a permanent easement and right of way over, across, under and through the lands described in Exhibits A and B, including the right to enter upon the lands with workers and equipment all for the purposes of constructing and maintaining the drainage pond with related ditches, drains and lines.

D. This maintenance agreement runs with the land and shall bind the parties, their successors, and assigns in perpetuity. The grant of easement and the rights-of-way as set forth herein shall inure the benefit of the parties, their successors, and assigns in perpetuity.

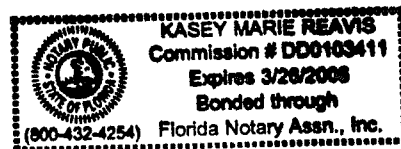
E. The parties hereby each acknowledge and each represent that each is duly authorized and empowered to enter into this Agreement. The Owner represents that it has good and lawful title to its respective parcel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

ROLAND PROPERTIES, LLC

By: E. Earl Roland
E. EARL ROLAND, MEMBER

STATE OF FLORIDA)
) SS
COUNTY OF COLLIER)



Personally came before me this 20 day of February, 2004, E. EARL ROLAND, Member, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kasey Marie Reavis
Notary Public, Collier County, FL
My Commission Expires: 3/26/2006

TOWN OF YORKVILLE

By: James E. Moyer
James E. Moyer, Town Chairman

Attest: Judy Aimone
Judy Aimone, Clerk-Treasurer

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 24th day of February, 2004, James Moyer, Chairman, and Judy Aimone, Clerk-Treasurer, respectively, of the Town of Yorkville, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Karen Peterson
Notary Public, Racine County, WI
My Commission Expires: June 25, 2006

This instrument was drafted by:
Timothy J. Pruitt

731317.001(73)
2/19/2004

EXHIBIT A

Description of a Storm Water Drainage Easement: That part of the Northeast $\frac{1}{4}$ of Section 1, Township 3 North, Range 21 East, in the Town of Yorkville, Racine County, Wisconsin described as follows: Commence at a point on the West line of the Northeast $\frac{1}{4}$ of said Section 1 located S01°42'01"E 1369.35 feet from the Northwest corner of said Northeast $\frac{1}{4}$; thence N88°21'35"E 1078.31 feet along the South line of the North half of the fractional Northeast $\frac{1}{4}$ to the point of beginning of this description; run thence N01°38'25"W 229.92 feet; thence N52°04'41"E 439.75 feet; thence N12°57'56"E 297.20 feet; thence N88°08'12"E 886.38 feet to the West line of Sylvania Avenue and a point on a curve of Easterly convexity, whose radius is 228,993.12 feet and whose chord bears S01°44'48"E 45.00 feet; thence Southerly 45.00 feet along the arc of said curve and West line of said Avenue; thence S88°08'12"W 810.34 feet; thence S51°33'21"W 41.75 feet; thence S12°57'56"W 260.00 feet; thence S40°21'23"E 340.52 feet; thence S01°38'25"E 190.65 feet to the South line of the North half of said fractional Northeast $\frac{1}{4}$; thence S88°21'35"W 600.00 feet to the point of beginning. Containing 6.020 acres.

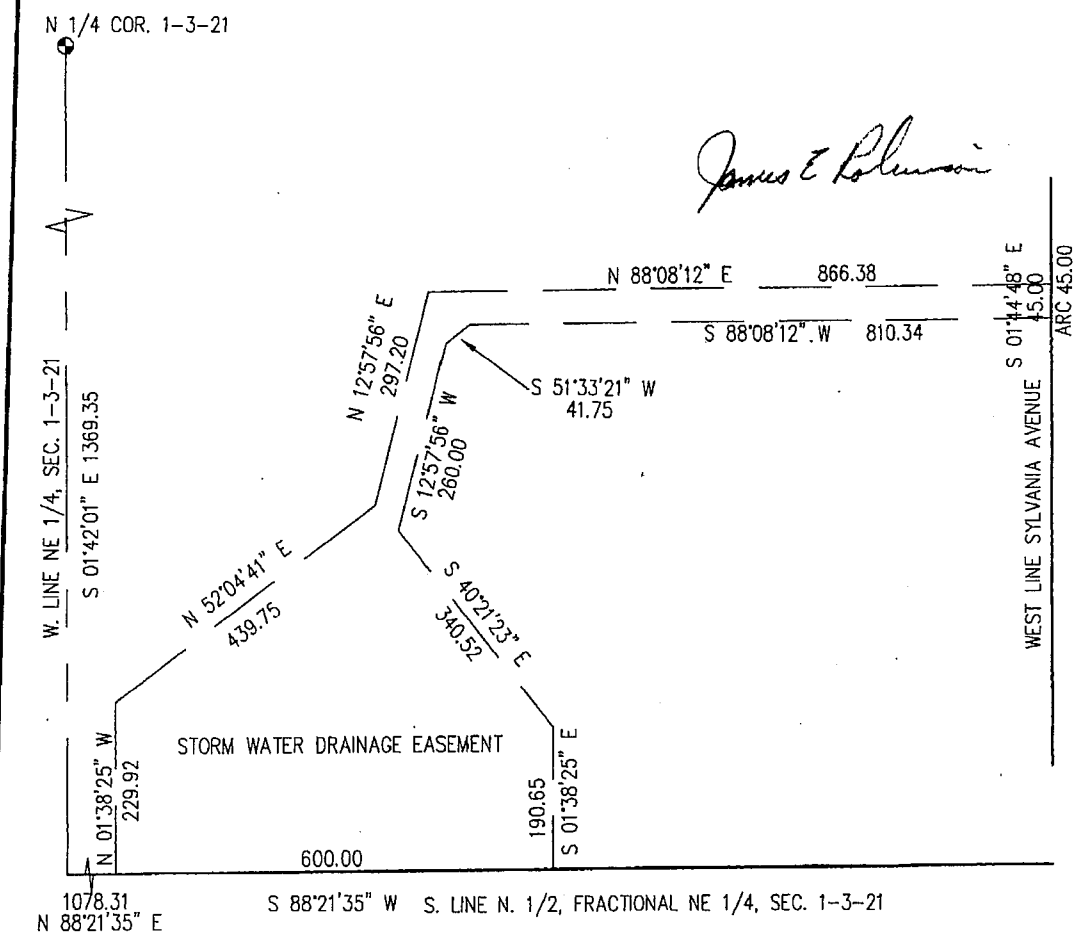
Revised 2-19-04 JER

0000977

EXHIBIT

B

Description of a Storm Water Drainage Easement: That part of the Northeast 1/4 of Section 1, Township 3 North, Range 21 East, in the Town of Yorkville, Racine County, Wisconsin described as follows: Commence at a point on the West line of the Northeast 1/4 of said Section 1 located S01°42'01"E 1369.35 feet from the Northwest corner of said Northeast 1/4; thence N88°21'35"E 1078.31 feet along the South line of the North half of the fractional Northeast 1/4 to the point of beginning of this description; run thence N01°38'25"W 229.92 feet; thence N52°04'41"E 439.75 feet; thence N12°57'56"E 297.20 feet; thence N88°08'12"E 886.38 feet to the West line of Sylvania Avenue and a point on a curve of Easterly convexity, whose radius is 228,993.12 feet and whose chord bears S01°44'48"E 45.00 feet; thence Southerly 45.00 feet along the arc of said curve and West line of said Avenue; thence S88°08'12"W 810.34 feet; thence S51°33'21"W 41.75 feet; thence S12°57'56"W 260.00 feet; thence S40°21'23"E 340.52 feet; thence S01°38'25"E 190.65 feet to the South line of the North half of said fractional Northeast 1/4; thence S88°21'35"W 600.00 feet to the point of beginning. Containing 6.020 acres.



BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929.

LEGEND

- = SET 1" IRON PIPE
- = IRON STAKE FOUND
- ⊙ = P.K. NAIL
- ⊖ = SET CHISEL "V"

- ⊗ = OFFSET HUB
- = RACKBAR FOUND
- ⊗ = SET CHISEL "X"
- ⊗ = OFFSET HUB ELEV.
- x 999.99 = EX. SPOT GRADE



REVISED 2-19-04 BY JER
FIELD WORK --- BY ---
DRAWN 2-10-04 BY JER
SCALE 1" = 200'
JOB NO. 2003.288A-EASE
SHEET 1 OF 1 SHEETS

**NM
& B**

Nielsen Madsen & Barber, S.C.

1339 Washington Avenue Racine, Wisconsin 53403

Phone (262) 634-6588

Facsimile (262) 634-5024 E-mail nmnb@nmnb.net