

## **14N O T I C E**

A meeting of the City of Evansville Plan Commission will be held on the date and time stated below. Notice is further given that enough members of the City Council and Historic Preservation Commission may be present to constitute a “meeting” under Wisconsin statutes and this constitutes notice of any such meeting. Requests for persons with disabilities who need assistance to participate in this meeting should be made by calling City Hall at (608)-882-2266 with as much notice as possible.

**City of Evansville Plan Commission**  
**Regular Meeting**  
City Hall, 31 S Madison St., Evansville, WI 53536  
Tuesday, March 3<sup>rd</sup>, 2026, 6:00 pm

### **AGENDA**

1. Call to Order
2. Roll Call
3. Motion to Approve Agenda
4. Motion to waive the reading of the minutes from the February 3<sup>rd</sup>, 2026 meeting and approve them as printed.
5. Civility Reminder
6. Citizen appearances other than agenda items listed.
7. Action Items
  - A. Public Hearing, Review, and Motion for Rezoning, Land Division, Site Plan, and Conditional Use Permit Applications for a 4-Unit Apartment Building on parcel 6-27-830 (4 Grove Street)
    1. Review Staff Report and Applicant Comments
    2. Public Hearing
    3. Plan Commissioner Questions and Comments
    4. Motions
  - B. Discussion and Motion to Approve “Amendment to the 2025 Final Land Divider’s Agreement for Capstone Ridge”
8. Discussion
9. Community Development Report
10. Upcoming Meeting: April 7<sup>th</sup>, 2026 at 6:00pm
11. Adjourn

*-Mayor Dianne Duggan, Plan Commission Chair*



**City of Evansville Plan Commission  
Regular Meeting  
Tuesday, February 3<sup>rd</sup>, 2026, 6:00 p.m.**

**MINUTES**

1. **Call to Order** at 6:00pm.
2. **Roll Call:**

Members	Present/ Absent	Others Present
Mayor Dianne Duggan	P	Colette Spranger, Community Development Director
Aldersperson Bill Lathrop	P	Sue White
Aldersperson Abbey Barnes	P	Dan White
Susan Becker	P	Jeff Lahey
John Gishnock	P	Scott Mallon
Mike Scarmon	P	Daryl Fox
Eric Klar	A	Roger Berg

3. **Motion to approve the agenda, by Barnes, second by Becker. Approved unanimously.**
4. **Motion to waive the reading of the minutes from the January 6<sup>th</sup>, 2026 meeting approve them as printed by Barnes, seconded by Lathrop. Lathrop notes that names are missing from 7B on those who made the motions. Spranger replies that she will add these back in. Approved unanimously.**
5. **Civility Reminder.** Duggan affirmed the City’s commitment to conducting meetings with civility.
6. **Citizen appearances other than agenda items listed.** None.
7. **Action Items**

**A. Public Hearing, Review, and Motion for Site Plan Application SP-2026-01 and Conditional Use Permit Application CUP-2026-02 for a financial institution with a drive-through window on parcel 6-27-125 (50 Union Street)**

**1. Review Staff Report and Applicant Comments**

Spranger reviewed the plan and need for a conditional use permit. The Board of Zoning Appeals granted a variance for the project the night before, which allows the site to have a drive through less than what is required by the zoning code, and for a variance from pavement setback standards for the B-3 Community Business zoning district. The site plan calls for a banking institution with a drive-through with two lanes. The site is subject to two access easements, which were included in that evening’s packet. This allows the owner and users of this parcel to use the parcels to the south and north for site access and parking.

Spranger notes this is the latest addition to the area within the Allen Creek and North Union Street Corridor Plan, and is a credit to the Plan Commission sticking to that plan and insisting on quality, consistent design. This site is an excellent example of redevelopment of that corridor.

The outstanding issues for the site plan are outlined in the conditions she is suggesting for approval, and all are relatively minor.

The applicant clarifies that the northern egress/ingress doors are for staff use and will not be blocked by landscaping. The site will utilize the same landscaping services as the Culver's site to the north.

## 2. Public Hearing

Duggan opened the public hearing at 6:17pm. There were no comments. Public hearing closed at 6:19pm.

## 3. Plan Commissioner Questions and Comments

Lathrop wondered about the ownership of the parcel and its relation to the usage. Scott Mallon, one of the land owners, clarified that the bank is leasing the site and building from him. Lathrop also shared concerns that the City ordinance requires more landscaping than what is physically possible on the property and suggests that such a provision is unfair. Spranger affirms that it is not possible for the site to contain all the required landscaping even though the remainder of the site is fully compliant with the bulk regulations of the zoning district, including allowable hardscape/impermeable surface, which in turn dictates how much landscaping is required on site.

Gishnock notes that the landscape code was re-written to simplify requirements and maintain expectations for all zoning districts, and is content with the code's current requirement to donate excess landscape points to public spaces. He suggests better screening of the garbage enclosure with evergreen trees.

Becker would like an additional requirement that any lighting on site to be dark sky compliant. Spranger noted that a lighting plan was not submitted as part of the plan.

Barnes asked for clarification on pedestrian access from the north bank of parking stalls to the entrance. Architect Jeff Lahey clarified that the doors on the north façade of the building are for staff use, and that there would be a sidewalk/crosswalk striped for their use. With regard to landscaping needs throughout the City, she notes that old oak trees at Maple Grove Cemetery are dying and it would be a good idea to replace them soon.

Gishnock asked for clarification that the driveway to the north with Culver's is shared. Confirmed by applicants.

## 4. Motion with Conditions

**Motion to approve site plan application SP-2026-01 and conditional use permit application CUP-2026-02 for a new building with a drive through on parcel 6-27-860 finding that the proposed changes meet the required standards and criteria set forth in Section 130-131 of the City of Evansville Zoning Ordinance, and are in the public interest, subject to the following conditions:**

1. **Applicant observes any conditions set as part of approval of variance application VAR-2026-01.**
2. **Prior to recording at Rock County and prior to building permit issuance, applicant will make the following adjustments and submit to staff for approval:**
  - a. **On site plan:**

- i. Remove parking space closest to Union Street, adjust curbing and grass area as needed.
  - ii. Remove expanded 30' driveway proposed in shared easement area with Culver's.
  - iii. Show pedestrian connection from northern bank of parking spaces to building's main entrance.
- b. On landscape plan:
  - i. Include schedule of proposed plants including common and botanical plant name and plant size at time of planting. Label areas that are to be seeded for grass.
  - ii. Show location of 2 required street trees in terrace.
  - iii. Relocate two low deciduous trees blocking emergency exits
  - iv. Remove expanded 30' driveway proposed in shared easement area with Culver's.
- 3. Work with City to donate remaining 440 landscape points, which will be planted off site for landscaping in public areas or towards the City's terrace tree program, either through donation of plants or fees paid equivalent to the value of landscape points.
- 4. The business operator shall obtain and maintain all federal, city, state, and county permits and licenses as may be required.

Motion to approve by Lathrop, second by Barnes. Discussion ensued.

Motion by Lathrop to approve application with adjustment of condition 4 of proposed motion to read as "Maximize plantings on the site and waive remaining landscape point." No second. Motion failed.

Motion approved unanimously with no changes to conditions.

## **B. Review and Motion for Land Division Application LD-2026-01 for a Final Certified Survey Map on parcels 6-27-896, 6-27-904, and 6-27-905.**

### **1. Review Staff Report and Applicant Comments**

Spranger explained that the items sought for at last month meeting have been procured and she is satisfied to recommend the final map submitted tonight.

Roger Berg asks what use the City gets from an easement within the floodway. Spranger replies that getting additional land within the floodplain zoned out of developable zoning districts helps the City when FEMA re-certifies our Community Rating System (CRS) status. The City's participation in CRS offers a discount to homeowners in the City who purchase flood insurance.

### **2. Plan Commissioner Questions and Comments**

None.

### **3. Motion to recommend Common Council approve a final certified survey map adjust parcels 6-27-904 and 6-27-905 finding that the application is in the public interest and meets the objectives contained within Section 110-102(g) of city ordinances, with the following conditions:**

1. Prior to signing the final certified survey map, applicant to work with City to execute an easement for conservation and recreational use within the floodway, with the City initiating a change of zoning for that area from R-2 to C-1 Lowland Conservation.
2. The final Certified Survey Map is recorded with the Rock County Register of Deeds.

Motion by Barnes, seconded by Gishnock. Approved unanimously.

**C. Public Hearing, Review, and Motion for Site Plan Application SP-2026-02 and Conditional Use Permit Application CUP-2026-03 for a community-based residential facility on parcel 6-27-559.5170 (to be addressed at 725 Porter Road)**

**1. Review Staff Report and Applicant Comments**

Spranger explained that this exactly application was originally approved in 2023. Conditional use permits in the City expire 365 after approval if not underway, either through construction or operation of the business. Per the zoning code, site plans do not have a sunset date.

Technically, the site plan as approved in 2023 is still valid but the actual use on site – community-based residential facilities – needs re-approval. Spranger explains that since the initial approval, the City engineer realized that dedicated stormwater ponds were not needed for the site, as the anticipated uses (business, higher density residential) were factored into the calculations for runoff when the plat for Westfield Meadows was designed in 2006/2007. Therefore, dedicated ponds will not be necessary as part of this site or the site to the south, which is in ownership by the same applicant.

Spranger notes that while the plans show multi-story multiple family units on the parcel to the south, these have not been approved and are merely on the plan as concept.

Since drafting the initial conditions for her report, Spranger is suggesting an additional condition, given that Porter Road has been expanded and improved since this site plan was last reviewed and approved. The condition is that final driveway construction should be coordinated between City and applicant engineer prior to building permit submittal in order to accommodate existing street widths and to avoid conflicts with existing stormwater inlets and pedestrian bump-outs.

**2. Public Hearing**

Duggan opened the public hearing at 6:50pm. Eric and Theresa Dillie, ask if the original plans for a berm between this and neighboring properties will be kept. S. White replies in the affirmative. Public hearing closed at 6:54pm.

**3. Plan Commissioner Questions and Comments**

**4. Motion to approve Conditional Use Permit CUP-2026-03 and Site Plan SP-2026-02 for an Institutional Residential Use to operate an assisted living facility per section 130-376 on parcel 6-27-559.5170 finding that the benefits of the use outweigh any potential adverse impacts, and that the proposed use is consistent with the required standards and criteria for issuance of a Conditional Use Permit set forth in Section 130-104(3)(a) through (e) of the Zoning Ordinance, subject to the following conditions:**

1. The business operator shall obtain and maintain all City, state, and county permits and licenses as may be required.
2. Any substantial changes to the business model shall require a review of the existing conditional use permit.
3. Use cannot create a public nuisance as defined by local and state law.
4. Prior to building permit issuance, applicant to submit a modified drainage and erosion control plan that depicts the removal of the stormwater pond.

5. Any variations from the approved site plan are approved by Plan Commission.
6. Any exterior lighting should be dark sky friendly and not cause glare or light-wash on neighboring parcels.
7. The Conditional Use Permit and Site Plan is recorded with the Rock County Register of Deeds.

Motion by Lathrop, second by Barnes. Discussion.

Motion to add an eighth condition, that final driveway construction be coordinated between City and applicant engineer prior to building permit submittal in order to accommodate existing street widths and to avoid conflicts with existing stormwater inlets and pedestrian bump-out by Duggan, seconded by Barnes. Amendment passed unanimously.

Full motion with amendment passed unanimously.

#### **D. Public Hearing, Review, and Discussion on Ordinance 2026-01**

##### **1. Review Staff Report**

There are minor changes in Ordinance 2026-01 between this document and the one that was viewed by Plan Commission in January. The ultimate goal remains for the R-3 district to be adjusted to allow for flexibility for redevelopment and encourage creativity in backfilling housing stock.

##### **2. Plan Commissioner Questions and Comments**

Lathrop suggests lessening side yard setbacks to a uniform 8 feet per side. He also would like to strike floor area requirements per unit of any kind, preferring to let the free market dictate unit sizes. Spranger thinks there may be building code requirements for minimum square footage, and Lathrop replies that he would prefer that to be the only restriction developers face with regards to square footage. Lathrop will also be sponsoring the ordinance at Common Council.

Gishnock would like to see recommendations backed by research before committing to changing these requirements. He would like to see some restrictions kept so things do not get taken beyond the control of the City.

3. Motion to recommend Common Council approve Ordinance 2026-01 by Duggan, second by Scarmon. Discussion.

Motion to adjust sideyard setbacks to 8 feet and strike line 12 pertaining to minimum floor areas in its entirety, by Lathrop, seconded by Barnes. Motion passed 5-1, Gishnock in opposition.

Full motion passed 5-1, Gishnock in opposition.

#### **E. Discussion and Motion to Recommend Common Council Sign Contract with Municipal Code Enforcement LLC**

Spranger explained that code enforcement services were being outsourced to this company, as efforts to find a person to fill the joint building inspection/code enforcement position have not resulted in success.

Motion to recommend Common Council approve the contract as presented by Barnes, seconded

*by Lathrop. Motion passed unanimously.*

**8. Discussion**

**A. Types of Small Businesses to Promote on Main Street**

Gishnock desired conversation about what kind of businesses Evansville should encourage, particularly along Main Street. Barnes believes the more retail business, the better for foot traffic and overall desirability of the downtown and Evansville on a whole. Gishnock recalls the outcome of the 2008 Business Summit was the Inventors and Entrepreneurs Club, which has since disbanded. Spranger notes that the Economic Development Committee regularly discusses these matters, and includes the comprehensive plan chapter as reference.

**9. Community Development Report**

**10. Next Meeting Date:** Tuesday, March 3<sup>rd</sup>, 2026 at 6:00 p.m.

**11. Adjourn at 7:55 pm.**



**PLAN COMMISSION STAFF REPORT**

**Applications:** SP-2026-03, CUP-2026-04, LD-2026-03, RZ-2026-01

**Applicants:** Jon Powers / Powers Consulting

**Parcel:** 6-27-830 **Location:** 4 Grove Street

**March 3, 2026**

Prepared by: Colette Spranger, Community Development Director  
Direct questions and comments to: [c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov) or 608-882-2263



**Description of request:** The applicant has submitted four applications with the intention of building a four-unit townhouse on the tax parcel 6-27-830.

- **Rezoning:** Enables a multifamily (more than 4 unit) development
- **Land Division:** Enables a condominium plat to provide legal separation for the two principal units (helps the developer with financing)
- **Conditional Use Permit:** Enables more than one principal building to be built on the one lot

- Site Plan: Enables Plan Commission to review the proposed development against zoning and design standards established in the City Code

**Current zoning district:** R-1 Residential District One

**Proposed zoning district:** R-3 Residential District Three

**Staff Analysis of Request:**

Staff has been working with the developer on a site plan that meets code and maximizes a desired housing unit count that blends in well with an established area of the city. These are townhouse-style units, meaning that each unit has its own private entry and a second floor.

No new apartment units have been built in the City since 2019 – these units would break a six year dry spell. Staff has hopes that more applications such as this one will continue.

Common Council recently approved changes to the R-3 zoning code that grant Plan Commission flexibility when dealing with infill/redevelopment in certain areas of the City. Staff suggests Plan Commission exercise that leniency tonight with regard to parking spaces on site.

The current existing residence receives service through the City's contracted refuse/recycling program. This service is provided to one- and two-family residences. Per Chapter 102-4 (Solid Waste) of the Municipal Code, multifamily and commercial properties are required to procure their own waste management services. This property would need to convert to private trash and recycling service and provide appropriately sized dumpsters for the site. A condition of approval is adding a trash enclosure to the site plan to accommodate dumpsters.

The applicant wished to have legal separation of the two principal buildings on the parcel. Staff has requested a condominium plat as opposed to a certified survey map for this property. Splitting the parcel into separate would violate a number of provisions in the zoning ordinance.

Common Council has not yet had a reading for the rezoning of this property. Such rezoning will be finalized in April 2026.

When completed, the units will be addressed as 8, 10, 12, and 16 Grove Street.

**Plan Commission Recommended Motions**

***Motion to recommend Common Council approve Ordinance 2026-03.***

***Motion to recommend Common Council approve land division application LD-2026-03 for tax parcel 6-27-830.***

***Motion to approve site plan application SP-2026-03 and conditional use permit application CUP-2026-04 for second principal building on 6-27-830 finding that the proposed changes meet the required standards and criteria set forth in Section 130-131 of the City of Evansville Zoning Ordinance, and are in the public interest, subject to the following conditions:***

- 1. Common Council approves Ordinance 2026-03.***
- 2. Common Council approves land division application LD-2026-03 for a condominium plat.***
- 3. The business operator shall obtain and maintain all federal, city, state, and county permits and licenses as may be required.***

- 4. Plan Commission reduces parking requirements to 8 dedicated stalls on site.**
- 5. Applicant to add a pad and trash enclosure on site plan, and work with City staff to transition from city-provided refuse service to a private entity.**
- 6. If existing mature trees cannot be preserved, applicant to add 140 landscape points to the site prior to occupancy. (Translates 3 deciduous trees of 2" caliper.)**
- 7. Use cannot create a public nuisance as defined by local and state law.**
- 8. Any major deviations from approved plans will require a resubmittal of application and possibly fees or enforcement action.**
- 9. Applicant records the approved site plan and conditional use permit with the Rock County Register of Deeds.**

**Chapter 130 Review Criteria and Standards**

The following section compares the site plan with the basic provisions of the base zoning district and other considerations of how the site functions, both internally and within its environs.

**Rezoning Consistency with the City of Evansville Comprehensive Plan and Municipal Code:** This area is existing land use as depicted on the Comprehensive Plan for this parcel is Central Mixed Use, which plans for (largely) historic mixed use buildings and redevelopment done in the Traditional Neighborhood Design, which promotes walkable, highly dense neighborhoods. The Historic Neighborhood land use category is in use directly across the street from this site; R-3 is an implementing zoning district for that related land use category, which emphasizes harmonious neighborhood design over use. The use of R-3 on this parcel is consistent with the spirit of the Comprehensive Plan.

**Site Plan Criteria Evaluation**

Section 130-131 of the Municipal Code, includes factors for evaluating site plans.

Criteria	Staff Comment
1. Site Design and Physical Characteristics	<ul style="list-style-type: none"> <li>• Staff believes the proposed building will fit in well with the surrounding properties.</li> </ul>
2. Site location relative to public road network	<ul style="list-style-type: none"> <li>• Site has street access along Madison Street (STH 213/59) and Grove Street.</li> <li>• Site has an access and parking easement with parcel 6-27-799 (Badger Coach House) to its south. Both of these parcels contain the remnants of Grove Street that the City vacated decades ago. This area is to remain shared for parking purposes between the two parcels in perpetuity.</li> </ul>
3. Land Use	<ul style="list-style-type: none"> <li>• Comprehensive Plan Future Land Use Category: Central Mixed Use</li> <li>• Redevelopment in this category should follow Traditional Neighborhood Design, which this site does well.</li> </ul>
4. Traffic Generation	<ul style="list-style-type: none"> <li>• 4 additional households worth of vehicles.</li> </ul>
5. Community Effects	<ul style="list-style-type: none"> <li>• 4 new residential units means 4 households will have an opportunity to call Evansville home.</li> </ul>
6. Other Relevant Factors	<ul style="list-style-type: none"> <li>• None of note.</li> </ul>

<b>Sec. 130-1024. Requirements for all uses</b>	<b>R-3 Residential District 3</b>	<b>Site Plan for 4 Grove Street</b>	<b>Met?</b>
1. Maximum Building Height	35 feet	~25 feet	
2. Minimum Front and Street Side Yard Setback	15 feet	OK	
3. Maximum front yard and street side yard setback	20 feet for building closest to street	OK	
4. Minimum rear yard setback	25 feet	Sec 130-675(5) allows for setback exceptions in areas where there are main buildings existing before 1978, allowing the site to calculate based on surrounding properties. In this case, the rear yard setback of 17' is acceptable.	
5. Minimum side yard setback	8 feet	OK	
6. Detached garage and accessory building side yard and street yard setback not including an accessory dwelling unit	3 feet for side yards 20 feet for street side yards	n/a	
7. Minimum lot width at setback line	70 feet	OK	
8. Minimum building separation	10 feet	OK	
9. Minimum lot frontage on public road:	50 feet	OK	
10. Minimum lot area within areas categorized as Historic Neighborhood or Central Mixed Use on the Future Land Use Map of the City's Smart Growth Comprehensive Plan	2,000 square feet per unit	Lot is 13,612 ft <sup>2</sup>  Site has 5 units (6 if existing house is used as a duplex)  If 6 units: 2,269 ft <sup>2</sup> per unit If 5 units: 2,722 ft <sup>2</sup> per unit	
11. Height of detached garages and accessory building	Shall not exceed the height of the principal structure	n/a	
12. Plan Commission may elect to waive or reduce parking space requirements for developments categorized as Central Mixed Use or Historic Neighborhood on the Future Land Use Map.	1.5 spaces per 1 bedroom unit  2 spaces per 2+ bedroom unit	All units have 2 or more bedrooms. Needed: 5 units = 10 spaces 6 units = 12 spaces  Shows 8 on site parking spaces, 2 on street.	

<b>Sec. 130-1025. Requirements for multifamily developments. This section applies to multifamily buildings with more than four units and/or with more than one principal land use structure on a single lot:</b>	<b>4 Grove Street</b>
1. Buildings shall have primary entrances that face the front or street side right-of-way and connect to City sidewalk with a pedestrian walk.	OK
2. Parking Areas a. Minimum paved surface setback: 5 feet from side or rear, 10 feet from street. b. Parking areas and/or garages are not permitted in front or side yards. c. Parking areas with drives in excess of 100 feet should be inter connected.	OK/existing
3. Usable open space: Usable open space shall be provided on each lot used for multifamily dwellings. Usable open space shall compose at least 25 percent of the gross land area of the lot area and shall be used for recreational, park or environmental amenity for enjoyment by occupants of the development, but shall not include public or private streets, drives or drainageways. Plan Commission may elect to waive this requirement for developments categorized as Central Mixed Use or Historic Neighborhood on the Future Land Use Map.	Side/rear yards along park areas eke out to just over 25% open space.
4. Each unit must have its own dedicated outdoor area (such as a patio or balcony) of at least 24 square feet. The total of these dedicated outdoor areas may be used towards the usable open space requirement in (3) above.	
5. Outdoor refuse and recyclable storage areas shall be located on a concrete pad and surrounded by a fence or enclosure constructed of durable, weatherproof materials that match or compliment the materials used on the principal structures.	Not shown.
6. Building size and massing shall be compatible with other structures on the lot and of those on adjoining properties	
7. Building materials and exterior roofing shall be compatible with materials and colors with other buildings on the lot and on adjoining properties. Building materials shall include at least 50% durable materials (such as stone, clay or masonry brick, decorative concrete masonry) on street facing facades.	Building features mixed vinyl and board-batten style cement board on Grove Street facade
8. Mailbox installations shall comply with USPS regulations and are not permitted on City-owned parcels or within the right-of-way.	Applicant to work with USPS on placement outside the ROW
9. City Staff or Plan Commission may require building orientation to be adjusted to meet site-specific concerns or address aesthetic considerations of nearby properties.	No comments or concerns from staff. Additional adjustments to be made at Plan Commission's discretion.

**Other Relevant Zoning Code Standards**

<p><b>Landscape Regulations (Article IV, Ch. 130)</b></p>	
<p>Recently the City has calculated landscape points for redevelopment sites based on the amount of new impervious surface area added to the site. In this case, the developer is re-paving an existing driveway in addition to putting up a new building, so the site is only gaining 1,397 square feet of impervious surface. Therefore, <b>140 points of landscaping</b> is required.</p>	
<p>The existing site has several mature trees. The grading/erosion control plan notes that an attempt will be made to preserve some (not all) of these trees. Staff suggests that if 3 of the mature trees can be spared, then the required landscape points can be held fulfilled. If only one mature tree can be saved, then the number of points needed will be lessened by 50, etc.</p>	
<p>The City's Tree Inventory shows lilac bushes within the right-of-way at this location. Applicant to work with Public Services if these are to be removed.</p>	

<p><b>Performance Standards (Article III, Ch. 130)</b></p>	
<p>Plan Commission to consider nuisances or adverse impacts related to air pollution, fire/explosive hazards, glare/heat, liquid/solid wastes, noise, odors, radioactivity, electrical disturbances, vibration, or water quality.</p>	

<p><b>Lighting (Article XI, Ch. 130)</b></p>	
<p>No exterior lighting fixtures or poles are shown on the site plan. Dark sky compliant fixtures that shield bulbs and prevent excess glare are to be used.</p>	

**Key:**

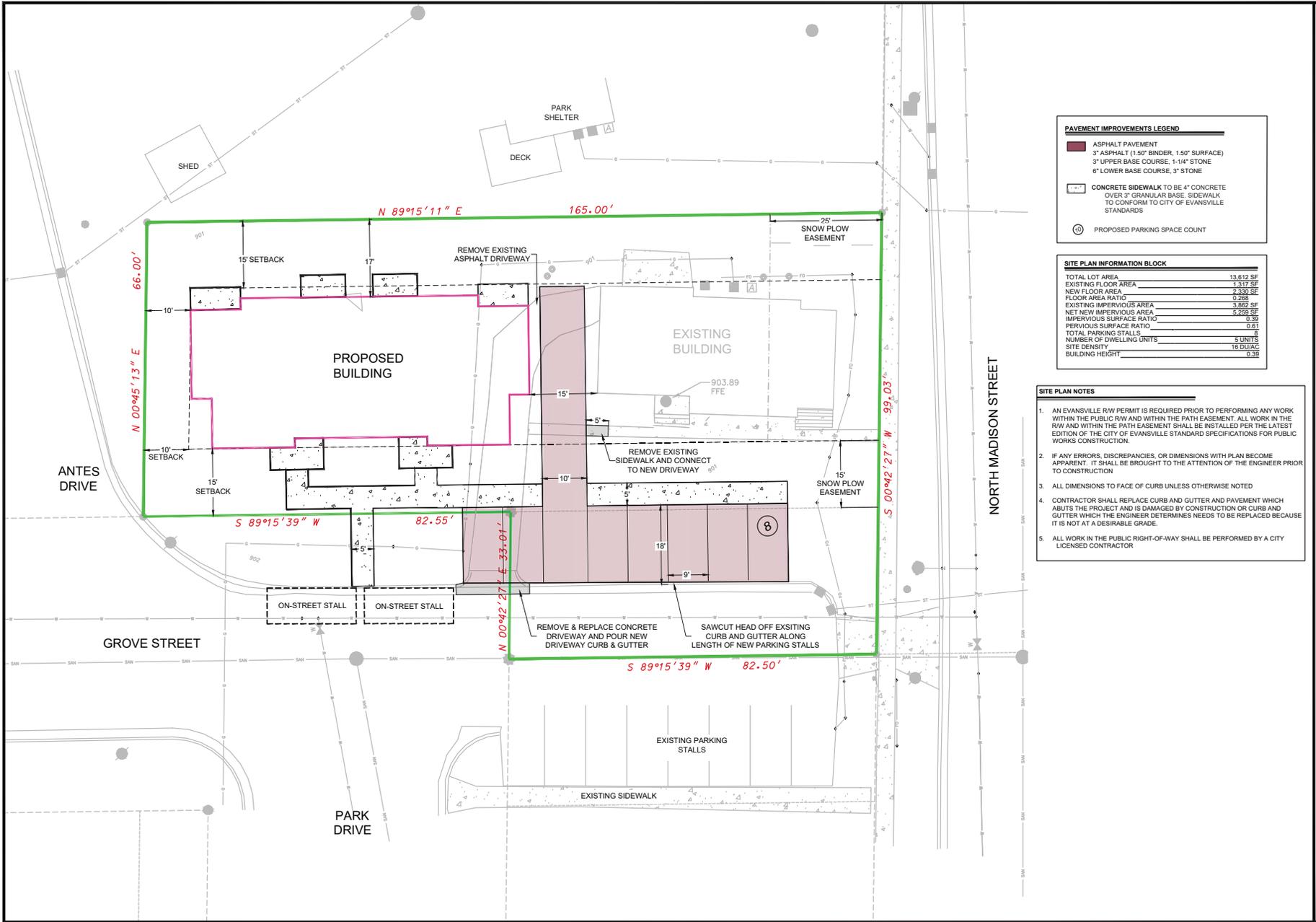
Green = compliant

Yellow = legal but may require further inspection

Red = non-compliant

“OK” denotes a condition that is currently existing and conforming the zoning district.





**PAVEMENT IMPROVEMENTS LEGEND**

	ASPHALT PAVEMENT
	3" ASPHALT (1.50" BINDER, 1.50" SURFACE)
	3" UPPER BASE COURSE, 1-1/4" STONE
	6" LOWER BASE COURSE, 3" STONE
	CONCRETE SIDEWALK TO BE 4" CONCRETE OVER 3" GRANULAR BASE. SIDEWALK TO CONFORM TO CITY OF EVANSVILLE STANDARDS
	PROPOSED PARKING SPACE COUNT

**SITE PLAN INFORMATION BLOCK**

TOTAL LOT AREA	15,612 SF
EXISTING FLOOR AREA	3,317 SF
NEW FLOOR AREA	2,330 SF
FLOOR AREA RATIO	0.298
EXISTING IMPERVIOUS AREA	3,862 SF
NET NEW IMPERVIOUS AREA	5,258 SF
IMPERVIOUS SURFACE RATIO	0.35
PERVIOUS SURFACE RATIO	0.61
TOTAL PARKING STALLS	8
NUMBER OF DWELLING UNITS	5 UNITS
SITE DENSITY	16 DU/AC
BUILDING HEIGHT	0.38

- SITE PLAN NOTES**
1. AN EVANSVILLE R/W PERMIT IS REQUIRED PRIOR TO PERFORMING ANY WORK WITHIN THE PUBLIC R/W AND WITHIN THE PATH EASEMENT. ALL WORK IN THE R/W AND WITHIN THE PATH EASEMENT SHALL BE INSTALLED PER THE LATEST EDITION OF THE CITY OF EVANSVILLE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
  2. IF ANY ERRORS, DISCREPANCIES, OR DIMENSIONS WITH PLAN BECOME APPARENT, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION.
  3. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
  4. CONTRACTOR SHALL REPLACE CURB AND GUTTER AND PAVEMENT WHICH ABUTS THE PROJECT AND IS DAMAGED BY CONSTRUCTION OR CURB AND GUTTER WHICH THE ENGINEER DETERMINES NEEDS TO BE REPLACED BECAUSE IT IS NOT AT A DESIRABLE GRADE.
  5. ALL WORK IN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A CITY LICENSED CONTRACTOR.

**DRAWINGS BY TERRY AND ASSOCIATES, INC.**  
 1000 NATIONAL AVENUE, SUITE 1000, EVANSVILLE, IN 47713  
 TEL: 765.426.1234 FAX: 765.426.1235  
 WWW.TERRYANDASSOCIATES.COM

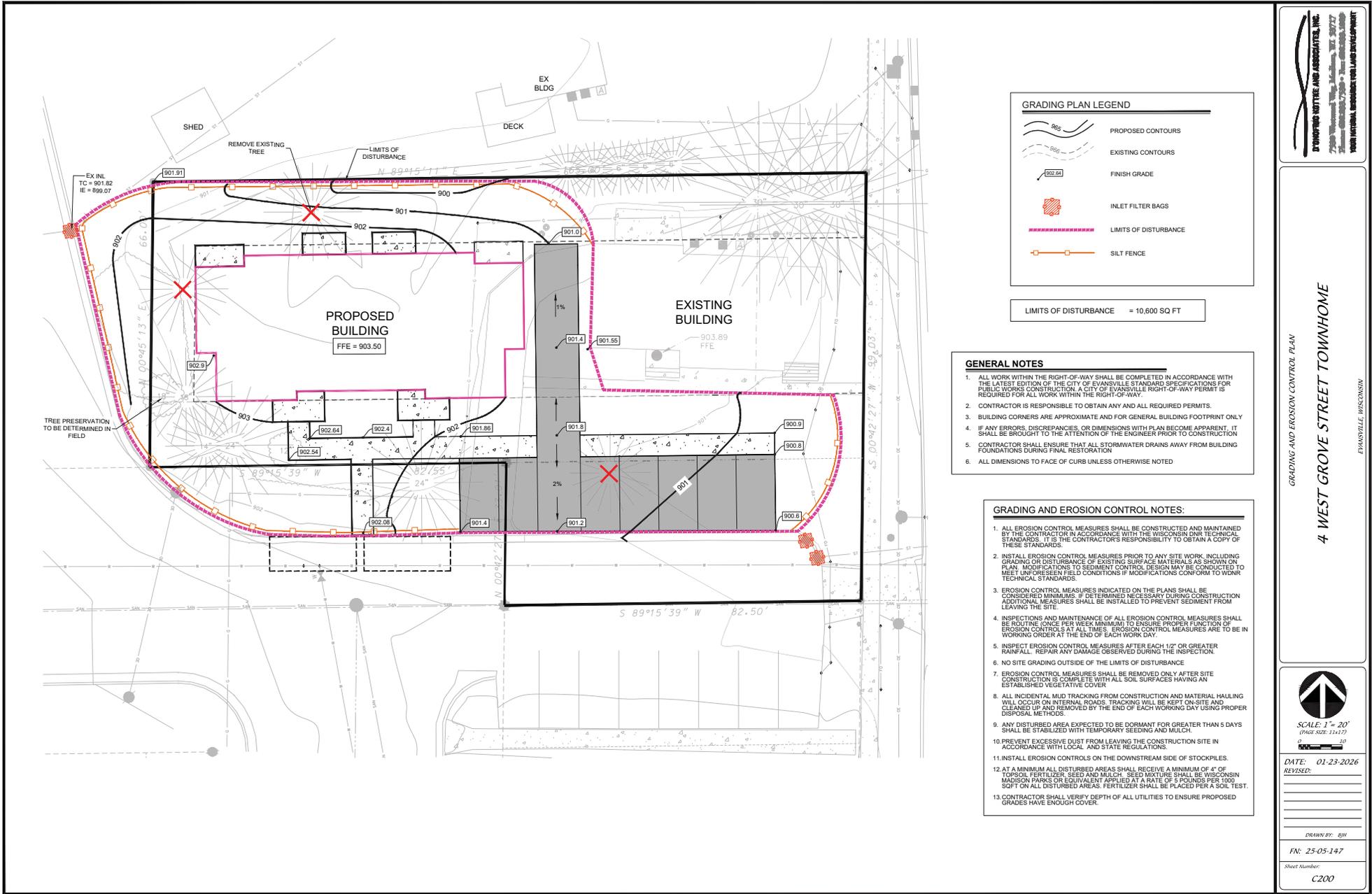
SITE PLAN  
**4 WEST GROVE STREET TOWNHOME**  
 EVANSVILLE, WISCONSIN

SCALE: 1" = 20'  
 (PER SIZE 11x17)

DATE: 01-23-2026  
 REVISED:

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DRAWN BY: BJH  
 FN: 25-05-147  
 Sheet Number:  
**C100**



**GRADING PLAN LEGEND**

- PROPOSED CONTOURS
- EXISTING CONTOURS
- FINISH GRADE
- INLET FILTER BAGS
- LIMITS OF DISTURBANCE
- SILT FENCE

LIMITS OF DISTURBANCE = 10,600 SQ FT

- GENERAL NOTES**
- ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF EVANSVILLE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. A CITY OF EVANSVILLE RIGHT-OF-WAY PERMIT IS REQUIRED FOR ALL WORK WITHIN THE RIGHT-OF-WAY.
  - CONTRACTOR IS RESPONSIBLE TO OBTAIN ANY AND ALL REQUIRED PERMITS.
  - BUILDING CORNERS ARE APPROXIMATE AND FOR GENERAL BUILDING FOOTPRINT ONLY.
  - IF ANY ERRORS, DISCREPANCIES, OR DIMENSIONS WITH PLAN BECOME APPARENT, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION.
  - CONTRACTOR SHALL ENSURE THAT ALL STORMWATER DRAINS AWAY FROM BUILDING FOUNDATIONS DURING FINAL RESTORATION.
  - ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.

- GRADING AND EROSION CONTROL NOTES:**
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE WISCONSIN DNR TECHNICAL STANDARDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS.
  - INSTALL EROSION CONTROL MEASURES PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIALS AS SHOWN ON PLAN. MODIFICATIONS TO SEDIMENT CONTROL DESIGN MAY BE CONDUCTED TO MEET UNFORESEEN FIELD CONDITIONS IF MODIFICATIONS CONFORM TO WDNR TECHNICAL STANDARDS.
  - EROSION CONTROL MEASURES INDICATED ON THE PLANS SHALL BE CONSIDERED MINIMUMS. IF DETERMINED NECESSARY DURING CONSTRUCTION ADDITIONAL MEASURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM LEAVING THE SITE.
  - INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
  - INSPECT EROSION CONTROL MEASURES AFTER EACH 1/2" OR GREATER RAINFALL. REPAIR ANY DAMAGE OBSERVED DURING THE INSPECTION.
  - NO SITE GRADING OUTSIDE OF THE LIMITS OF DISTURBANCE.
  - EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.
  - ALL INCIDENTAL MUD TRACKING FROM CONSTRUCTION AND MATERIAL HAULING WILL OCCUR ON INTERNAL ROADS. TRACKINGS WILL BE KEPT ON-SITE AND CLEANED UP AND REMOVED BY THE END OF EACH WORKING DAY USING PROPER DISPOSAL METHODS.
  - ANY DISTURBED AREA EXPECTED TO BE DORMANT FOR GREATER THAN 5 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING AND MULCH.
  - PREVENT EXCESSIVE DUST FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
  - INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES.
  - AT A MINIMUM ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM OF 4" OF TOPSOIL FERTILIZER SEED AND MULCH. SEED MIXTURE SHALL BE WISCONSIN MADISON PARKS OR EQUIVALENT APPLIED AT A RATE OF 5 POUNDS PER 100 SQ FT ON ALL DISTURBED AREAS. FERTILIZER SHALL BE PLACED PER A SOIL TEST.
  - CONTRACTOR SHALL VERIFY DEPTH OF ALL UTILITIES TO ENSURE PROPOSED GRADES HAVE ENOUGH COVER.

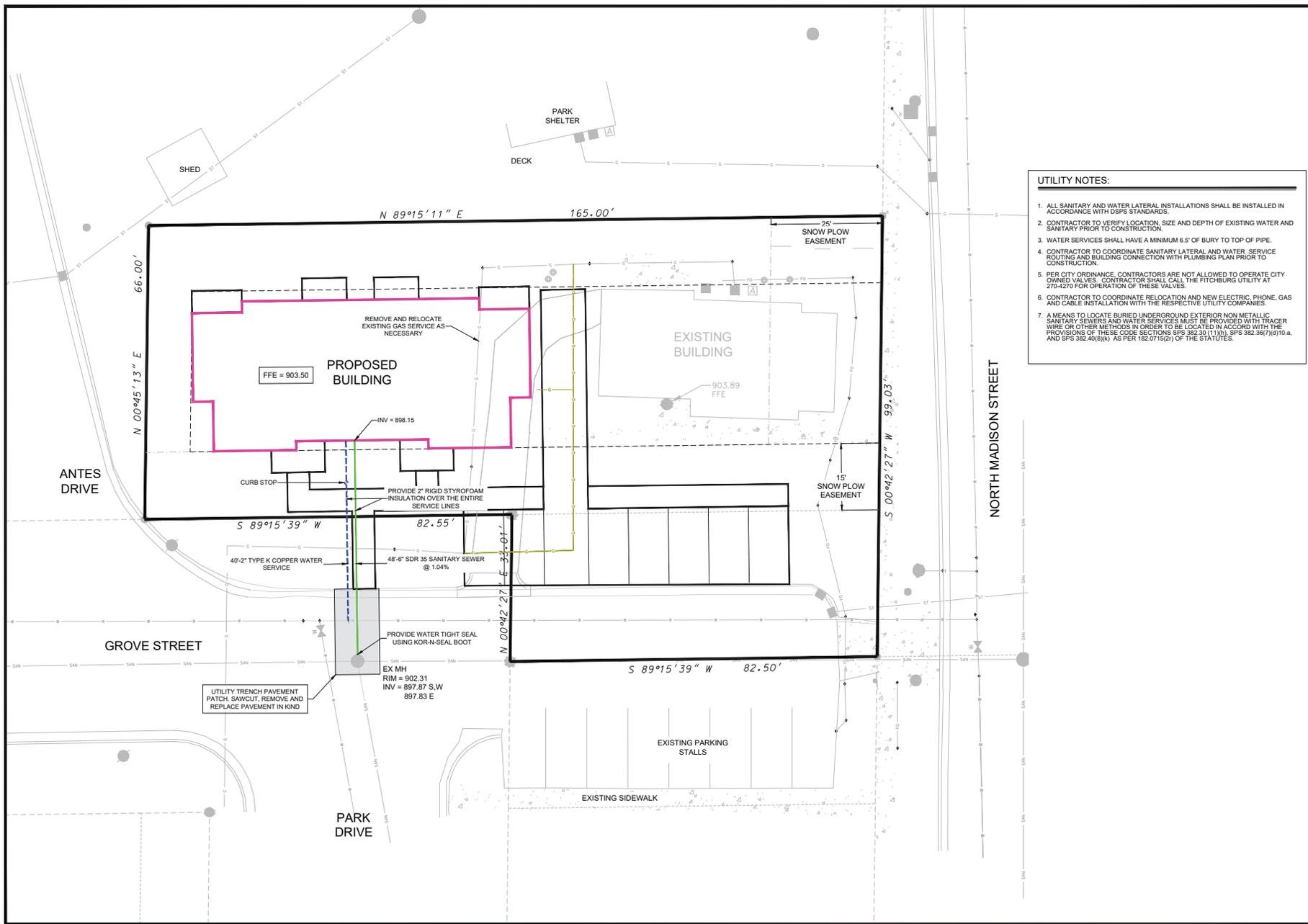
**D'OWD AND ASSOCIATES, INC.**  
 1000 WESTERN AVENUE, SUITE 200  
 EVANSVILLE, INDIANA 47710  
 TEL: 812.432.1234  
 FAX: 812.432.1235  
 WWW.DOWDANDASSOCIATES.COM

GRADING AND EROSION CONTROL PLAN  
**4 WEST GROVE STREET TOWNHOME**  
 EVANSVILLE, WISCONSIN

SCALE: 1" = 20'  
 (PLAN SIZE: 11x17)

DATE: 01-23-2026  
 REVISED:

DRAWN BY: BJH  
 FN: 25-05-147  
 Sheet Number:  
 C200



- UTILITY NOTES:**
1. ALL SANITARY AND WATER LATERAL INSTALLATIONS SHALL BE INSTALLED IN ACCORDANCE WITH DSPS STANDARDS.
  2. CONTRACTOR TO VERIFY LOCATION, SIZE AND DEPTH OF EXISTING WATER AND SANITARY PRIOR TO CONSTRUCTION.
  3. WATER SERVICES SHALL HAVE A MINIMUM 6.5' OF BURY TO TOP OF PIPE.
  4. CONTRACTOR TO COORDINATE SANITARY LATERAL AND WATER SERVICE ROUTING AND BUILDING CONNECTION WITH PLUMBING PLAN PRIOR TO CONSTRUCTION.
  5. PER CITY ORDINANCE, CONTRACTORS ARE NOT ALLOWED TO OPERATE CITY OWNED VALVES. CONTRACTOR SHALL CALL THE FITCHBURG UTILITY AT 270-4270 FOR OPERATION OF THESE VALVES.
  6. CONTRACTOR TO COORDINATE RELOCATION AND NEW ELECTRIC, PHONE, GAS AND CABLE INSTALLATION WITH THE RESPECTIVE UTILITY COMPANIES.
  7. A MEANS TO LOCATE BURIED UNDERGROUND EXTERIOR NON METALLIC SANITARY SEWERS AND WATER SERVICES MUST BE PROVIDED WITH TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORD WITH THE PROVISIONS OF THESE CODE SECTIONS SPS 382.31(1)(I), SPS 382.36V(10)(a), AND SPS 382.40(8)(K) AS PER 182.0715(27) OF THE STATUTES.

**4 WEST GROVE STREET TOWNHOME**

EVANSVILLE, WISCONSIN

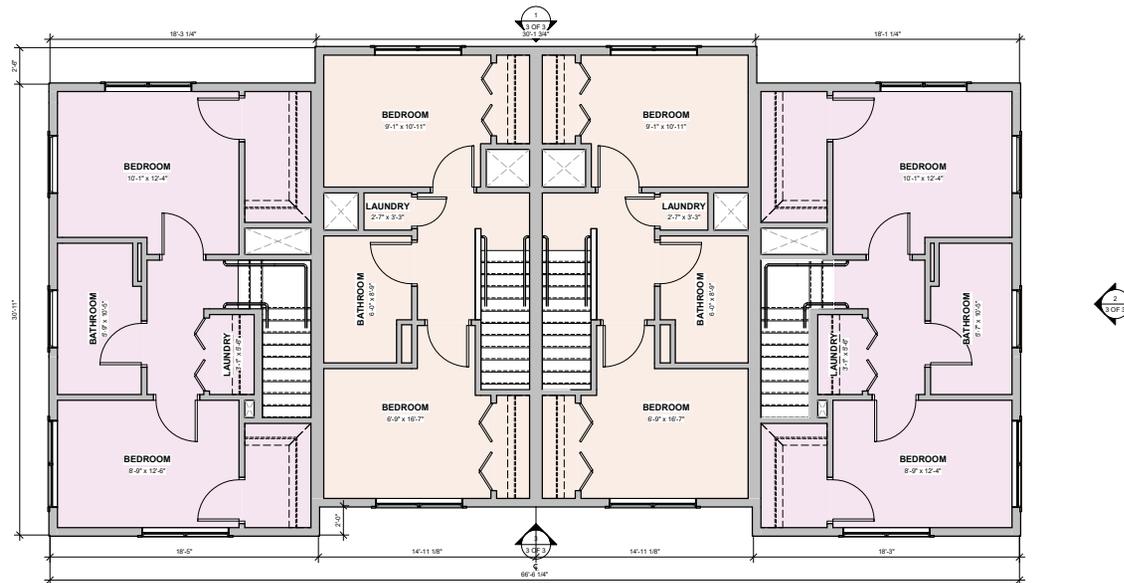
**SCALE: 1" = 20'**  
 (PLOT SIZE: 11x17)

**DATE: 01-23-2026**  
**REVISED:**

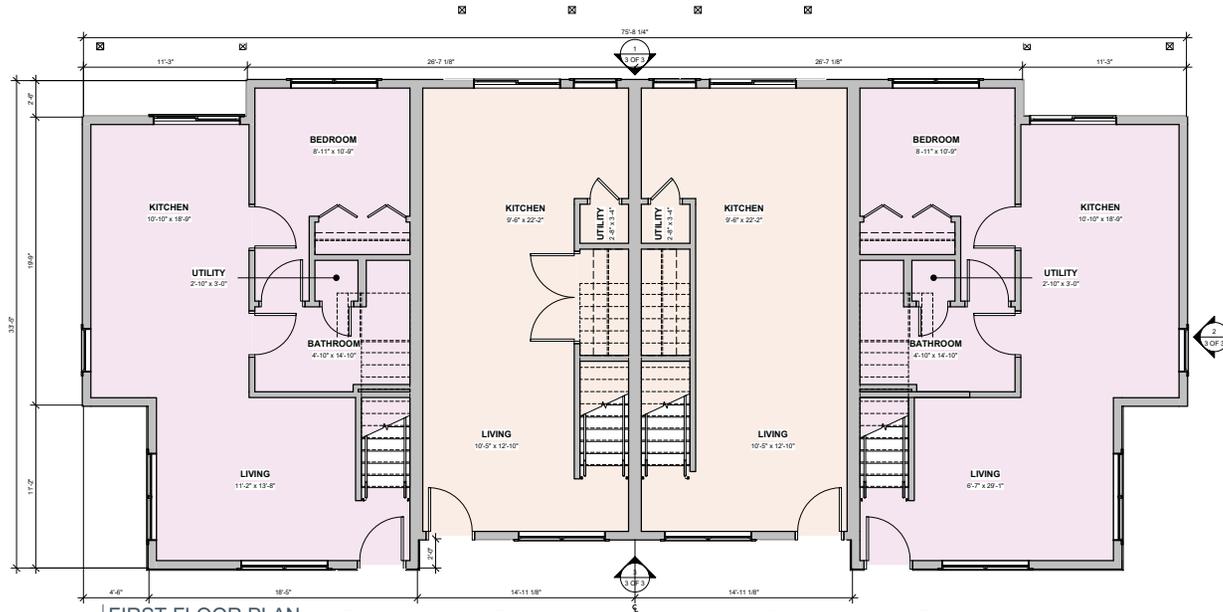
**DRAWN BY: BJH**  
**FN: 25-05-147**

Sheet Number:  
**C300**





SECOND FLOOR PLAN



FIRST FLOOR PLAN

Room Legend

- 2BD
- 3BD



DATE: 01/07/2026 2 OF 3

# W. GROVE STREET TOWNHOMES

## CONCEPT FLOOR PLANS

Exterior lighting consists of a residential porch light at exterior doors. To be small and direct light downward to avoid projecting off the property.



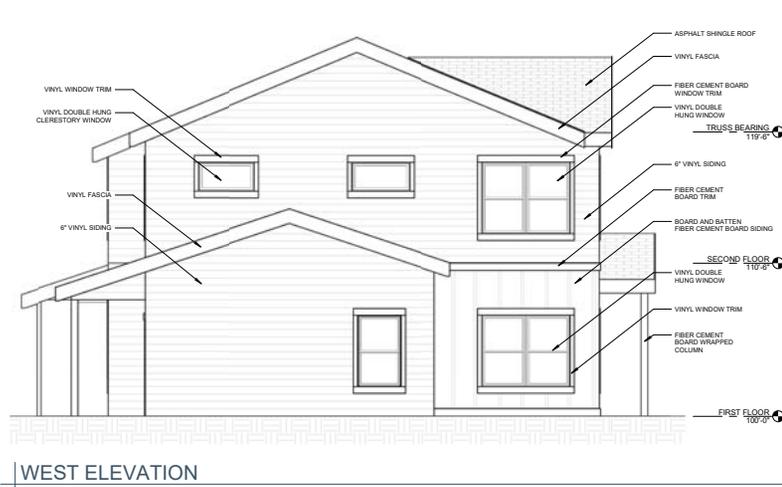
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



DATE: 01/07/2026 3 OF 3

# W. GROVE STREET TOWNHOMES

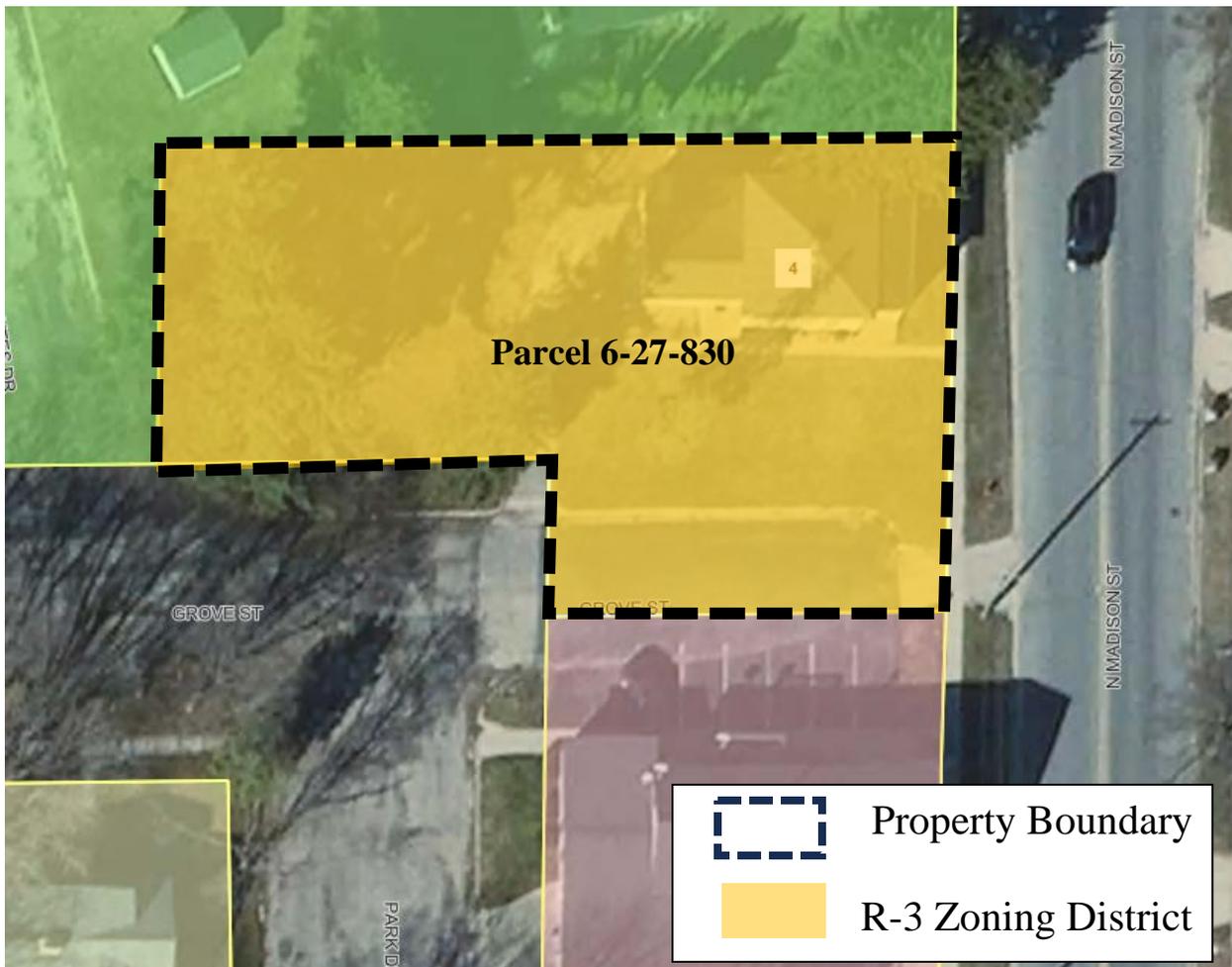
## CONCEPT ELEVATIONS

**CITY OF EVANSVILLE  
ORDINANCE # 2026-03**

**An Ordinance Rezoning Territory from Residential District One(R-1) to Residential District Three (R-3) for parcels 6-27-830**

The Common Council of the City of Evansville, Rock County, Wisconsin, do ordain as follows:

SECTION 1. Zoning Classification. In accordance with Section 130-171 to 130-176, Evansville Municipal Code, Section 62.23(7)(d)2 of the Wisconsin State Statutes and upon recommendation of the Plan Commission and the findings of the Common Council that such zoning district change is in the best interest of the City, and all necessary notices having been given, and the required public hearing having been held, and the Plan Commission having made its recommendation of approval in writing to the Common Council, that the zoning classification of parcel 6-27-830 be changed from Residential District One(R-1) to Residential District Three (R-3). The area to be rezoned is indicated on the map below:



SECTION 2. Zoning Map Amendment. The official zoning map, City of Evansville, Wisconsin, is hereby amended to show the territory described in Section 1 as Residential District

Three (R-3).

SECTION 3. Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of the Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 4. Effective Date. This Ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this \_\_\_th day of April, 2026.

---

Dianne C. Duggan, Mayor

---

ATTEST:  
Leah L. Hurtley, City Clerk

Introduced: 3/2/2026  
Notices published: 2/18/2026, 2/24/2026  
Public hearing held: 3/2/2026  
Adopted: \_\_\_\_\_  
Published: (within 10 days of adoption)

*Sponsor: This ordinance was initiated by a landowner application for a zoning map amendment.*

Drafted on 2/27/2026 by Colette Spranger, Community Development Director

**DECLARATION OF CONDOMINIUM**  
**OF**  
**GROVE STREET TOWNHOMES CONDOMINIUM**

**THIS DECLARATION OF CONDOMINIUM** is made under and pursuant to the Wisconsin Condominium Ownership Act of the State of Wisconsin (hereinafter "**Act**"), Chapter 703, Wisconsin Statutes, by 4 Grove LLC, a Wisconsin limited liability company (hereinafter "**Declarant**").

**ARTICLE I**  
**STATEMENT OF PURPOSE**

The purpose of this Declaration is to subject the property hereinafter described and the improvements to be erected thereon (hereinafter collectively "**Condominium**") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

**ARTICLE II**  
**DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS**

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit "A" attached hereto (the "**Property**").

2.2 Name and Address. The name of the Condominium is Grove Street Townhomes Condominium and has its address at 4 Grove Street, Evansville, Wisconsin.

2.3 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- A. General taxes and special assessments not yet due and payable.
- B. Easements and rights in favor of gas, electric, telephone, water, sewer, cable television and other utilities and utility providers.
- C. All easements, covenants and restrictions shown on the Condominium Plat for the Condominium, including but not limited to the walking trail depicted thereon.
- D. All other easements, covenants, declarations and restrictions of record.
- F. All municipal, zoning, and building ordinances.

G. All other governmental laws and regulations applicable to the Condominium.

H. Limitations and conditions imposed by the Act.

2.4 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

2.5 General Description of Condominium. The Condominium shall consist of two (2) units (“**Units**”) consisting of land and all improvements located within the Unit from time-to-time. A survey plan of the land and buildings is attached hereto as Exhibit "B" and incorporated herein by reference ("**Condominium Plat**"). All improvements located within each Unit shall be part of the Unit, subject to restrictions in this Declaration and in the rules and regulations, and in any and all modifications or amendments thereto, adopted by the Association, from time-to-time.

### **ARTICLE III** **UNITS**

3.1 Definition. "Unit" shall mean a part of the Condominium intended for any type of independent and exclusive use, including one or more cubicles of air at one or more levels of space.

3.2 Boundaries of Units. A Unit in the Condominium shall include:

A) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The parametrical boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with the boundaries of each Unit depicted on the Condominium Plat, upward to the height of fifty (50) feet above the highest point of ground located on the Property, from time-to-time. The upper boundary of such cubicles shall be the horizontal plane parallel to and fifty (50) feet above the plane of the highest point of ground located on the Property, from time-to-time. The lower boundary shall be the horizontal plane parallel to and twenty-five (25) feet below the plane of the lowest point of ground located on the Property, from time-to-time.

B) Any and all improvements located upon or within the Unit or serving such Unit, whether or not located within the Unit.

3.3 Legal Description. Units shall be identified by the number or other designation as specified on the Condominium Plat, which Condominium Plat shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit "B".

### **ARTICLE IV**

## **COMMON ELEMENTS**

4.1 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.2 Description. The Condominium Common Elements are the following:

A. The land described in Exhibit "A" (except the Units).

B. The private streets and pedestrian walkways, situated on the land described in Exhibit "A," to the extent not located within the Unit.

C. Any utility mechanism, connection or service that serves more than one (1) Unit.

D. Any other portion of the land and improvements to the land described in Exhibit "A" that is not included within the boundary of a Unit as described above.

4.3 Use. Except as otherwise provided herein, and subject to the By-Laws of the Association, and subject to any rules and regulations adopted by the Association, the Common Elements may be used by the Unit Owners for the purposes for which they were intended. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the By-Laws of the Association and rules and regulations adopted pursuant thereto.

4.4 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit "C" attached hereto.

## **ARTICLE V** **LIMITED COMMON ELEMENTS**

"Limited Common Elements" shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more of the Units. The Condominium does not have any Limited Common Elements.

## **ARTICLE VI** **USES**

The Units and Common Elements of the Condominium shall be used for residential occupancy and motor vehicular parking purposes only and shall not be used for any other purpose. Notwithstanding anything to the contrary contained herein, the use of the Units and Common Elements shall comply with the City of Evansville General Ordinances, any other applicable municipal and zoning ordinances, and any other restrictions as contained in the Association's Articles of Incorporation, By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and

enjoyment of the Common Elements or other Units by the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Owner's Unit.

## **ARTICLE VII** **UNIT OWNER**

"Unit Owner" shall mean a person, combination of persons, partnership, limited partnership, limited liability partnership, limited liability company or corporation, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser.

## **ARTICLE VIII** **ASSOCIATION**

8.1 Definition. "Association" shall mean the Grove Street Townhomes Condominium Homes, a Wisconsin unincorporated association.

8.2 Duties and Obligations. All Unit Owners shall be members of the Association and subject to its by-laws, and rules and regulations adopted by it for the use and management of the Condominium.

8.3 Voting. The Owner of each Unit shall be entitled to one (1) vote in the Association, subject however, to suspension as provided herein. Even if a Unit is owned by more than one (1) person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Rock County Register of Deeds office.

8.4 Declarant Control. Except as otherwise provided in the Act, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter "**Declarant Control**"). The period of Declarant Control shall continue until the earlier of either of the following to occur: (i) the expiration of ten (10) years from the date the first unit is conveyed to a person other than Declarant; or (ii) the expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element interest to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements

on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by the Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

8.5 Termination of Control. Upon termination of the above-specified period of Declarant Control, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who need not be a Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners (other than Declarant) in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units or Common Elements. Declarant shall also have the right during the period of Declarant Control to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

8.6 Declarant Responsibilities for Records. During the period of Declarant Control, the Declarant (or a third party designated by the Declarant) shall be responsible for creating and maintaining the financial and operational records of the Association, at the cost of the Association, and shall turn the records over to the Association's Board upon termination of the period of Declarant Control. During the period of Declarant Control, and for one (1) year thereafter, upon written request to the Association by at least three (3) Unit Owners, not including Units owned by the Declarant, the Association shall arrange for an independent audit of the Association's financial records at the Association's expense. The cost of any audit requested within thirty-six (36) months after the completion of a previous audit shall be paid for by the requesting Unit Owners.

## **ARTICLE IX**

### **REPAIRS AND MAINTENANCE**

9.1 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance and repair and replacement of his, her, its or their Unit, including any landscaping located within the boundary of a Unit.

9.2 Common Elements. The Association shall be responsible for the maintenance, repair, replacement, general cleanliness and presentability of the Common Elements. Maintenance of the private street and pedestrian walkways which are identified as Common Elements as described in Section 4.2 above, and any other feature located outside of the boundary of the Unit, shall be a Common Expense. All such private street and pedestrian walkways shall be maintained by the Association, which maintenance shall include but not be limited to prompt snow removal and surface repair, maintenance and replacement when deemed necessary by the Association.

9.3 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner, his, her, its or their tenants, as possible under the circumstances, and during normal business hours, if possible. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense", as hereinafter defined. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour notice requirement shall not apply, although, prior notice to the Unit Owner shall be attempted.

## **ARTICLE X** **UNIT ALTERATIONS**

### 10.1 Within Unit.

A. A Unit Owner may make improvements or alterations within his, her, its or their Unit; provided, however, that (i) such improvements or alterations shall not impair the soundness or integrity or lessen the structural support of any portion of the Condominium; (ii) such improvements or alterations shall not impair any easement; (iii) such improvements or alterations shall be made pursuant to plans and specifications, approved in writing by the Declarant, which written approval the Declarant may withhold in Declarant's sole discretion (the Declarant shall have the power and authority to make rules and regulations for the type of improvements or alterations permitted to be made to a Unit, and the requirements, standards and specifications for such improvements and alterations); and (iv) such improvements or alterations shall not create a nuisance substantially affecting the use and enjoyment of other Units in the Condominium or the Common Elements. After the Declarant has sold all of the Units in the Condominium to third party buyers, then the authority granted to the Declarant in Section 10.1(A)(iii) above shall be transferred to the Association.

B. After the Declarant has sold each Unit to third party buyer, and the Association has taken over responsibility under Section 10.1(A)(iii) above, then in the event plans and specifications for improvements and alterations within a Unit are provided to the Association as required by this Section 10.1(A)(iii), and such plans and specifications comply with terms and conditions of Sections 10.1(A)(i), 10.1(A)(ii) and 10.1(A)(iv) hereof, and the Association fails to approve or disapprove such plans and specifications within forty-five (45) days of receipt thereof, such plans and specifications shall be deemed approved, and the Unit Owner shall be permitted to undertake and complete the improvements or alterations contemplated by such plans and specifications. In the event the Association withholds approval of a proposed improvement or alteration of Unit, such disapproval shall be in writing and shall state, with specificity, the exact reasons the Association disapproved such plans and specifications.

C. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association's Board of Directors ("**Board**"), which permission may be denied in the sole discretion of the Board. Notwithstanding the foregoing, the Board may not approve any changes to a Unit that would change or alter the initial size of a Unit or the harmony of external design of a Unit in comparison to existing structures in the Condominium.

Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by the recording of a modification to the Condominium Declaration and Plat before it shall be effective and must comply with the then-legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units or the Common Elements, and must not be in violation of any underlying mortgage, land contact, or similar security interest.

## 10.2 Relocation of Boundaries.

A. If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments, as required by Section 703.13(b) of the Act.

B. An amendment to the Declaration and an addendum to the Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. Such amendment or addendum to the Condominium instruments shall assign a new identifying number to each new Unit created by the relocation of boundaries of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Unit Owners, all of the undivided interest in the Common Elements. The amendment to the Declaration shall also state the reallocation of the aggregate undivided interest in the Common Elements appertaining to the Units.

If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect in the Rock County Register of Deeds Office.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with the Act by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded in the Rock County Register of Deeds Office. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

### 10.3 Separation of Units.

A. A Unit may be separated into two (2) or more Units upon compliance with the provisions of this section, provided that the Board of the Association approves (which approval may be denied in the sole discretion of the Board). The Association's President, upon written application of a Unit Owner proposing the separation of a Unit (hereinafter the "**Separator**") and after thirty (30) days' written notice to the other Unit Owners shall promptly present the matter to the Association's Board. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this section. An amendment or addendum to the Condominium instruments shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the other Unit Owners, all of the undivided interest in the Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted. The amendment shall reflect a proportionate allocation to the new Unit(s) of the liability for Common Expenses and right to Common Surpluses formally appertaining to the subdivided Unit.

B. Plats and plans showing the boundaries and dimensions separating the new Units together with their new boundaries and their new identifying numbers shall be prepared. The plat and plans shall be certified as to their accuracy and compliance with Section 703.13(7) of the Act, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

C. After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by him, her or it of all reasonable costs for their preparation. Those instruments are effective when the Separator has executed them and they are recorded in the Rock County Register of Deeds Office. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by the Condominium instruments and that any reallocations were reasonable.

#### 10.4 Merger of Units.

A. Two (2) or more Units may be merged into one (1) Unit upon compliance with the provisions of this section, provided that the Board of the Association approves (which approval shall not be unreasonably withheld by the Board). The Association's President, upon written application of a Unit Owner proposing the merger of a Unit (hereinafter the "**Merger**") and after thirty (30) days' written notice to the other Unit Owners shall promptly present the matter to the Association's Board. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this section. An amendment or addendum to the Condominium instruments shall assign a new identifying number to the merged Unit created hereby, shall allocate to the merged Unit, on a reasonable basis acceptable to the Merger and the other Unit Owners, all of the undivided interest in the Common Elements. The vote in the Association formerly appertaining to the merged Units will be consolidated in the resulting merged Unit. The amendment shall reflect a proportionate allocation to the new Unit of the liability for Common Expenses and right to common surpluses formally appertaining to the merged Units.

B. Plats and plans showing the boundaries and dimensions merging the Units together with their new boundaries and their new identifying numbers shall be prepared. The plat and plans shall be certified as to their accuracy and compliance with Section 703.13(8) of the Act, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

C. After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Merger upon payment by him, her or it of all reasonable costs for their preparation. Those instruments are effective when the Merger has executed them and they are recorded in the Rock County Register of Deeds Office. The recording of the instruments shall be conclusive evidence that the merger did not violate any restrictions or limitations specified by the Condominium instruments and that any reallocations were reasonable.

10.5 Expenses. All expenses involved in any improvements, separations, mergers or alterations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Unit or Units.

### **ARTICLE XI** **INSURANCE**

11.1 Property Insurance. The Association shall obtain and maintain insurance for the Units (except to the extent a Unit Owner is required to maintain such insurance pursuant to Section 11.5 below) and Common Elements on an "all risk basis" for an amount not less than the full replacement value of the insured property. The Association

shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

11.2 Liability Insurance. The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable. The policies may, at the discretion of the Board of Directors of the Association, include standard coverage for the errors and omissions of Association directors and officers. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors.

11.3 Fidelity Insurance. If the Board of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty (50%) percent of the Association's annual operating expenses and reserves.

11.4 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.5 Unit Owner's Insurance. Each Unit Owner shall maintain property insurance for the improvements, additions, alterations and contents contained within his, her, its or their Unit on an all-risk basis for an amount not less than the full replacement value of the insured property. The Unit Owner shall be the named insured and the Association shall be named as an additional insured. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than One Million (\$1,000,000.00) Dollars per incident or such other limits as the Board may, from time to time, prescribe. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.

11.6 Disbursement. Insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Units and Common Elements as contemplated by Section 11.1, and the Unit Owners and their Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court of law has ordered partition of the Condominium property, and the same can be legally accomplished under the City of

Evansville ordinances, or there is a surplus of insurance proceeds after the Common Elements and Units have been completely repaired or restored.

11.7 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

## **ARTICLE XII** **REPAIR OR RECONSTRUCTION**

12.1 Repair or Reconstruction of Common Elements. In the event the Common Elements of the Condominium are damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Common Elements of the Condominium to their former condition unless, by the affirmative vote of Unit Owners representing at least seventy-five (75%) percent of the votes in the Association as set forth on Exhibit "C" as amended from time to time and their first Mortgagees, a contrary decision is made. Any such repair or reconstruction of the Common Elements shall be undertaken and completed so as to restore such Common Elements to substantially the same condition that existed prior to the event of damage or destruction, and provided the location of the Common Elements shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and an addendum to the Condominium Plat shall be recorded. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction of the Common Elements, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

12.2 Repair or Reconstruction of Units. In the event any Unit of the Condominium is damaged or destroyed, in whole or in part, the Unit Owner of such damaged or destroyed Unit shall promptly undertake to repair or reconstruct the damaged portion of the Unit to its former condition. Any such repair or reconstruction of a Unit shall be undertaken and completed within one hundred fifty (150) days of the event of damage or destruction so as to restore such Unit to substantially the same condition that existed prior to the event of damage or destruction, and provided the number of square feet for any Unit may not vary by more than five (5%) percent from the number of square feet for such Unit existing immediately prior to the damage or destruction (unless Unit Owners owning at least seventy-five (75%) percent of the Units agree otherwise); and provided, further, the location and floor plan of the Unit shall be substantially the same as existed prior to the damage or destruction. In the event of any approved variance, an amendment to the Declaration and an addendum to the Condominium Plat shall be recorded. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction of a Unit, the shortage shall be paid or contributed by the Unit Owner of the damaged or destroyed Unit.

## **ARTICLE XIII** **EMINENT DOMAIN**

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Sections 703.19 and 703.195 of the Act, Wisconsin Statutes, shall control; provided, however, the affirmative vote of at least fifty-one (51%) percent of the first Mortgagees, calculated on a per-Unit basis, shall also be required in order to partition the Condominium; and provided, further, if Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

## **ARTICLE XIV** **COMMON EXPENSES**

### 14.1 Liability of Unit Owners, Annual Budget and Statutory Reserve Account.

A. Liability of Unit Owners. Each Unit Owner, other than the Declarant, shall be liable for the share of expenses of the Association assessed against such Owner's Unit, including an assessment coming due during the pendency of any claim by a Unit Owner against the Association or during any period in which the Unit is not occupied by the Unit Owner or in which the Unit is leased or rented to another person. These expenses ("**Common Expenses**") shall be allocated among the Units in the percentages specified in Exhibit "C" attached hereto, except that charges may be specifically allocated to particular Units by the Board of the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense involved or on the usage, fault or negligence or other factors affecting the deterioration or damage of or to Units as to which the Association may have responsibility. During the period of Declarant Control, the Board of the Association may not make any allocation or assessment under this Section 14.1 that would (i) have the effect of benefiting the Declarant at the expense of Unit Owners other than the Declarant or (ii) not be in compliance with the terms and conditions of Section 703.16(2)(b) of the Act.

B. Statutory Reserve Account. Pursuant to the authority granted to the Declarant under Section 703.163(2)(c) of the Act, the Declarant hereby elects to establish a statutory reserve account ("**Statutory Reserve Account**"), as the term "Statutory Reserve Account" is defined in Section 703.163(1)(b) of the Act. The Declarant is hereby authorized to execute and record a Statutory Reserve Account Statement, as required by Section 703.163(11) of the Act.

C. Annual Budget. The Association, annually, shall adopt and distribute to all Unit Owners, an annual budget setting forth the following:

1) All anticipated Common Expenses and any amounts to be allocated to the Statutory Reserve Account, if any and to any other funds for future expenditures.

2) The amount and purpose of any other anticipated Association expenditure.

- 3) The amount of any Statutory Reserve Account, if any, or any other funds held for future expenditures.
- 4) Any common surpluses.
- 5) The amount and source of any income, other than assessments of the Unit Owners.
- 6) The aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessments.

D. Definition of Assessments. For purposes of this Declaration, the term "**Assessments**" shall mean regular and special assessments for Common Expenses and charges, fines or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of the Act, this Declaration or the Association's by-laws or rules and regulations, as adopted or amended from time-to-time.

14.2 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose pursuant to the By-Laws for delinquencies and the costs of collection and reasonable attorneys fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Act.

14.3 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.165 of the Act has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer. The reserve fund shall be used by the Association for capital improvements or extraordinary expenses, as the Board shall determine.

14.5 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. Such lien shall be subordinate to any first (1st) priority mortgage, as described in Section 708.09 of the Act. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Rock County Clerk of Court's office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by

disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she, it or they shall pay the reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among or between Unit Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

14.6 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Board, which budget shall include a reserve fund for extraordinary maintenance and replacement items. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Board may determine.

14.7 Negligence of Owner. If, due to the negligent or intentional act or omission of a Unit Owner, or a member of a Unit Owner's family or household pet, or of or to a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Association.

## **ARTICLE XV** **AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least two-thirds of the aggregate of the votes established and set forth in Section 8.3 hereof; provided, however, no such amendment may substantially impair the security of any mortgagee. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender, or equivalent security holder, or the person servicing the first mortgage loan or its equivalent, on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder, for purposes hereof. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents and approvals were duly obtained and received, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Rock County Register of Deeds Office as required by statute. In addition to the foregoing described procedure for amending this Declaration, this Declaration may also be amended by the Association, pursuant to the alternative amendment procedure contained in Section 703.093 of the Act. Notwithstanding anything else stated in this Declaration, the Declarant reserves the right, in the use of the Declarant's sole discretion, to amend this Declaration and the Condominium Plat, without the consent of any Unit Owner, the mortgagee, or land

contract vendor of any Unit, or the Association, for the sole purpose of documenting any changes in the Condominium or any Units as actually constructed, from that described in this Declaration and in the Condominium Plat. To the extent the consent of any such party is required by law or otherwise, all such parties, by accepting title to a Unit in the Condominium, or taking a security interest therein (including a mortgage or a land contract), hereby appoint the Declarant as such party's attorney in fact to execute any such amendment to this Declaration and the Condominium Plat.

## **ARTICLE XVI** **NOTICES**

The person to receive service of process for the Condominium or the Association shall be Jon Powers, N6772 Attica Road, Albany, Wisconsin 53502, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

## **ARTICLE XVII** **REMEDIES**

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, the Association's By-Laws, the Articles of Incorporation or with any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all reasonable attorneys' fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

## **ARTICLE XVIII** **EASEMENTS**

Easements are reserved over, through, across and underneath the Common Elements for ingress and egress and for the presence, installation, maintenance, repair and replacement of present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm water drainage pipes, electrical wires, television wires, computer cables, security wires, street lights, traffic signals and signs, appurtenances thereto and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant, the Association and the Unit Owners. Easements for ingress and egress are reserved to the Association and Unit Owners in, over, across and under the Units for the purpose of making any repairs which are the obligation of the Association or Unit Owner hereunder. The Association or Unit Owner, as the case may be, shall be responsible for

any damage resulting from the use of such easements. Any Unit Owner who owns a Unit adjacent to another Unit or Units shall have an easement for access to such adjacent Unit or Units for the purpose of installing, maintaining and placing utility services serving such Unit.

## **ARTICLE XIX** **GENERAL**

19.1 Internet Access; Utilities. Each Unit Owner shall pay for his, her or its data, telephone, internet access, electrical, gas, and other utility services which are separately metered or billed to each user by the respective utility company provider. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

19.2 Encroachments. If any portion of a Unit or Common Element encroaches upon another, an easement for the encroachment and for its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units or Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

19.3 Pet Rules and Regulations. Pets shall be permitted but shall be strictly subject to rules and regulations adopted by the Board from time-to-time, in the use of the Board's sole discretion. Variances may be granted by the Board pursuant to procedures adopted by the Board. In addition, the Board shall have the authority to order an otherwise permitted pet to be removed from the Condominium, if such pet constitutes or becomes a nuisance to other Unit Owners, as determined by the Board in the use of its sole discretion.

19.4 Invalidity of a Provision. If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

19.5 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, the By-Laws, or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

19.6 Lease of Units.

A. Definitions. The following terms, as used in this Section 19.6, shall have the following definitions:

1) "Condominium Instruments" means this Declaration, the Plat and the Association's Articles of Incorporation, by-laws and any rules and regulations adopted by the Association, from time to time.

2) "Occupancy Agreement" means any lease or other agreement for the use or other occupancy of a Unit by and between a Unit Owner and a person (whether one or more) or entity, which person or entity is not a Unit Owner.

3) "Occupant" means any person or entity that uses or occupies a Unit pursuant to an Occupancy Agreement.

B. Statement of Purpose. The Condominium is intended to be an owner-occupied condominium community. A Unit Owner shall be permitted to enter into an Occupancy Agreement for all or a portion of the Unit Owner's Unit, provided the Unit Owner and Occupant (i) comply with all of the terms and conditions of this Section 19.6. In order to promote owner-occupancy of Units in the Condominium and to preserve preferred financing options for Unit Owners, the Association shall have the power and authority to make rules and regulations limiting the total number of Units in the Condominium that may be leased pursuant to Occupancy Agreements or otherwise.

C. Occupancy Agreements Must Be In Writing. All Occupancy Agreements must, without exception, be in writing.

D. Compliance with Condominium Instruments. The Occupancy Agreement shall provide that by entering into an Occupancy Agreement for a Unit in the Condominium, the Occupant acknowledges receipt of, and agrees to be bound by and observe, all of the terms and conditions of the Condominium Instruments.

E. Term Limits. The term of the Occupancy Agreement may not exceed twelve (12) months in duration, unless a term of greater than twelve (12) months is approved, in writing, by the Board of the Association.

F. Use Restrictions. Use of the Unit by the Occupant shall comply with all of the terms, conditions and restrictions of the Condominium Instruments.

G. Automatic Default and Eviction By Association. A violation of any term or condition of the Condominium Instruments by the Occupant shall constitute a violation of the Occupancy Agreement, and the Unit Owner is required to take appropriate action for a violation of the Condominium Instruments or Occupancy Agreement, including, without limitation, termination of the Occupant's Occupancy Agreement and eviction of the Occupant. If, in the determination of the Association, the Unit Owner does not take appropriate action in response to an Occupant's violation of the Condominium Instruments or Occupancy Agreement, the Association shall have the right to do so, as the Unit Owner's attorney-in-fact, including the right to evict the Occupant, with all costs associated with such action assessed against the Unit Owner.

H. Agreement Must Be Approved By and Filed With the Association. An Occupancy Agreement is not valid or binding on the Unit Owner, Occupant or the Association, until such time as the Occupancy Agreement is approved, in writing, by the Association. The Association's approval shall be based upon the Occupancy Agreement's compliance with the terms and conditions of the Condominium Instruments. A copy of the Occupancy Agreement, executed by the Unit Owner and Occupant, must be filed with the Association within five (5) business days after written approval thereof by the Association.

I. Liability for Violation by Occupant. If an Occupant commits any violation of the Condominium Instruments or Occupancy Agreement, which violation results in an Assessment imposed by the Association, the Occupant shall be directly liable to the Association for such Assessment. Any such Assessment shall be paid by the Occupant to the Association within ten (10) of the date of such Assessment. The Association shall provide concurrent written notice to the Unit Owner, of any notice to the Occupant hereunder. The Unit Owner acknowledges and agrees that the Unit Owner shall be responsible for the payment of any Assessment imposed by the Association against the Occupant, which the Occupant does not pay within such ten (10) day period. The Unit Owner shall pay such Assessment to the Association, within five (5) days after the date the Unit Owner receives notice from the Association that the Occupant has not paid such Assessment within the time allotted to the Occupant hereunder.

J. Notifications to Unit Owner or Occupant. Any and all notices given by the Association to the Unit Owner and Occupant pursuant to this Section 19.6 shall be deemed received by the Unit Owner and Occupant, if delivered by the Association, certified mail, return receipt requested, to the Unit in the Condominium covered by the Occupancy Agreement. If the Unit Owner or Occupant desires the Association to use a different address for notice purposes, written notice must be given by the Unit Owner or Occupant to the Association, of such alternate address.

K. Exceptions to Leasing Restrictions. The restrictions and limitations on the leasing of Units described in the Condominium Instruments shall not apply to the Declarant. Declarant shall have the right, unrestricted by any leasing restrictions and limitations set forth in the Condominium Instruments, to lease unsold Units under Article VIII, Section 8.4 of the Declaration, which Declarant's right to lease shall continue for so long as Declarant owns any Units in the Condominium.

19.7 Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration and no by-law, rule or regulation adopted by the Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association's Articles of Incorporation, By-Laws or rules and regulations may be applied to discriminate against any individual in any manner described in Section 106.04 of the Act, or as described in any other local, state or federal statutes, ordinances, regulations and rules.

[Signatures on following Page]



## **EXHIBIT "A"**

### **Legal Description of Land Subject to Declaration**

Outlot 7, Sheet 4, Assessor's Plat; and all that part of the North 1/2 of vacated Grove Street lying adjacent to the South line of the Easterly 82.5 feet of said outlot; City of Evansville, County of Rock, State of Wisconsin.

**EXHIBIT "B"**

**Condominium Plat**

[Attached]

NOTE: Please be advised that the Declarant, 4 Grove LLC, hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B." Only the spatial relationships of the illustrations on the maps and floor plans are being presented for your information.

**DECLARANT:**

**4 GROVE LLC**

By: 

Print Name: Jon Powers

Print Title: Authorized Member

## EXHIBIT "C"

### Percentage Interest in Common Elements and Votes in Association

<u>UNIT NO.</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	<u>VOTE(S) IN ASSOCIATION</u>
1	50%	1
2	50%	1
<b>TOTALS:</b>	<b>100.0%</b>	<b>2</b>





AMENDMENT TO

“2025 FINAL LAND DIVIDER’S AGREEMENT FOR CAPSTONE RIDGE”

WHEREAS, an agreement entitled “2025 Final Land Divider’s Agreement For Capstone Ridge” between S&P Land Holdings LLC, and the City of Evansville was made the 9<sup>th</sup> day of October, 2025;

WHEREAS, certain responsibilities and obligations of both parties under the “2025 Final Land Divider’s Agreement For Capstone Ridge” have not been completed;

WHEREAS, S&P Land Holdings LLC, is requesting adjustment of phasing, changes park land dedication requirements, and clarification on development responsibilities due to changes of the partnership’s park land dedication responsibilities.

WHEREAS, the Evansville Plan Commission has reviewed and recommended approval of this Amendment to the “2025 Final Land Divider’s Agreement For Capstone Ridge”;

WHEREAS, S&P Land Holdings LLC wishes to execute the option outline in Article III.H.5 of the “2025 Final Land Divider’s Agreement For Capstone Ridge” for fulfilling its parkland dedication requirements associated with the plat;

WHEREAS, S&P Land Holdings LLC and the City of Evansville specifically incorporate into this Amendment, as if set forth fully herein, all the terms and obligations of the October 9<sup>th</sup>, 2025, “2025 Final Land Divider’s Agreement For Capstone Ridge” not amended below;

NOW, THEREFORE, in consideration of these recitals and the mutual covenants set forth below, S&P Land Holdings LLC, a Wisconsin company, and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, Wisconsin, mutually agree this \_\_\_ day of \_\_\_, 2026, to amend the “2025 Final Land Divider’s Agreement For Capstone Ridge” dated October 9<sup>th</sup>, 2025, a copy comprising twenty-two (22) pages, of which is attached hereto as ATTACHMENT A, as follows:

**Article II.B shall be amended to read:**

Phases Identified. Phasing for the Subdivision shall be as follows:

1. Phase I shall be comprised of Outlots 3 and 4, Lots 13-17, 69-70, 98-100, and 119-122, plus public improvements necessary to service the lots listed in the right-hand column of paragraph C of this Article.
2. Phase II shall be comprised of Lots 1-12, and 71-85.
3. Phase III shall be comprised of Lots 59-68 and 86-91.
4. Phase IV shall be comprised of Lots 47-58 and 92-97.

**Article II.D shall be amended to read:**

Lots Owned by the Developer Outside the Capstone Ridge Subdivision: Tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4 are owned by a member of S&P Holdings LLC but are outside the Subdivision. Should ownership of any of these parcels transfer to another entity, it is the responsibility of the Developer and the

property owner of tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4 to arrange cost sharing for any improvements necessary to serve these parcels.

**Article III.D.3. shall be struck.**

~~3. Phase II of this Subdivision shall include the facilities necessary to provide public water distribution for tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.~~

**Article III.D.6. shall be amended to read:**

6. The City shall issue no building permits for any lots in Phase II identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Salvation Way (or as renamed) to its current extent on Cemetery Road, just north of East Main Street.

**Article III.D.8. shall be struck:**

~~8. The City shall issue no building permits for any lots in the Phase IV identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Salvation Way to its current extent has been completed and accepted by the City.~~

**Article III.D.9 shall be amended to read:**

9. Upon full completion of the water main loop as described in this section, and upon completion of the trail as described in Section I, paragraphs 5 and 6 of this Agreement, the City shall reimburse the Developer \$250,000 or the actual cost of the water main loop if less. Reimbursement will be limited to occur no earlier than fiscal year 2028 and no later than fiscal year 2030.

**Article III.E.3. shall be struck.**

~~3. Phase II of this Subdivision shall include the facilities necessary to provide sanitary sewer service for tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.~~

**Article III.F.2. shall be struck.**

~~2. Phase II of this Subdivision shall include the facilities necessary to provide storm sewer service for tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.~~

**Article III.G.4. shall be struck.**

~~4. Phase II of this Subdivision shall include street improvements for 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.~~

OTHER PROVISIONS to be addressed by this Amendment include:

**Park and Recreation Land Dedication**

The Developer chooses the option outlined in Article III.H.5 of the “2025 Final Land Divider’s Agreement For Capstone Ridge” for fulfilling parkland dedication requirements associated with the plat. Upon execution of this agreement, the Developer shall, through a quit-claim deed, transfer tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4 to the City for the future development of the City’s park system. Upon receipt of the deeds for these lands, the City shall refund the full \$123,579.18 that was

paid by the Developer in lieu of parkland dedication. The City will wait to vacate any rights-of-way or alter boundaries of the deeded land until the overflow pipe for stormwater as part of Phase I can be executed.

**Parking Lot/Turnaround at end of Exodus Pass**

The Developer shall, at its own cost, provide a paved parking area for at least 10 cars at the western terminus of Exodus Pass (or as renamed). This paved area may be located within the established right-of-way and/or encroach onto parcels 6-27-580.3 and 6-27-580.4. This area shall also serve as a turnaround for through traffic on Exodus Pass (or as renamed).

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above stated:

**CITY OF EVANSVILLE:**

\_\_\_\_\_(SEAL)  
Dianne Duggan, Mayor

\_\_\_\_\_(SEAL)  
Leah Hurtley, City Clerk

**S&P LAND HOLDINGS LLC**

By: \_\_\_\_\_  
\_\_\_\_\_  
(print name and title)

The obligations of the Developer stated above in this Amendment are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Subdivider.

\_\_\_\_\_(SEAL)  
Seth Schulz

\_\_\_\_\_(SEAL)  
Andrew Phillips



2025 FINAL LAND DIVIDER'S AGREEMENT FOR CAPSTONE RIDGE

This Agreement made this 9<sup>th</sup> day of October 2025, between S&P Land Holdings LLC hereinafter called the "Developer," and the City of Evansville, a municipal corporation of the State of Wisconsin, located in Rock County, hereinafter called the "City."

WHEREAS, the Capstone Ridge subdivision, City of Evansville, Rock County, Wisconsin, is comprised of 137 lots, 53 of which were developed;

WHEREAS, the Developer owns or is responsible for providing infrastructure for the 88 undeveloped lots legally described in Appendix A;

WHEREAS, the above-described land is presently zoned R-1 Residential District One and R-2 Residential District Two;

WHEREAS, Developer desires to develop the above-described land for residential purposes within the hereinafter called the "Subdivision";

WHEREAS, the Plan Commission and the City Council have reviewed this final land divider's Agreement for the Subdivision;

WHEREAS, the parties believe it to be in their mutual best interest to enter a written development agreement, hereinafter called the "Agreement," which sets forth the terms of understanding concerning said Subdivision;

WHEREAS, this document supersedes and replaces the "Final Land Divider's Agreement for Capstone Ridge", signed on May 10, 2005, and any of its amendments, the last of which was signed and approved on November 11, 2011;

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. Land; General Conditions

- A. Easements. Developer hereby grants a temporary easement over all areas not platted as public to the City for access and inspection during construction of the Public Improvements described in Article III.
- B. Survey Monuments. Developer shall properly place and install all survey or other monuments required by statute or ordinance prior to any particular phase being accepted. Internal survey monuments shall be installed after the Public Improvements described in Article III are completed.
- C. Deed Restrictions. Developer shall execute and record deed restrictions in a form as will be separately approved by the City prior to the sale of any lots in the subdivision. Such restrictions shall include, but are not limited to, covenants as follows: that there shall be no further division or subdivision of lots within the Subdivision unless in accordance with municipal subdivision and zoning ordinances; that easements for utilities and recreational trail within the subdivision are permanent; and that this final land divider's Agreement has been entered into between Developer

and the City, a copy of which shall be on file in the City Clerk's office. This final land divider's Agreement shall be recorded by the Developer with the Rock County Register of Deeds.

D. Housing Type and Density.

1. It is the intent of all parties that lots zoned R-2 will be developed for duplex housing. The Subdivision shall contain no more than 54 lots used for duplex housing

E. Advertising Signs. Developer agrees that any temporary signs placed anywhere in the Subdivision to advertise the Subdivision shall comply with Article X of Chapter 130 of the Evansville Municipal Code.

F. Construction Trailers. Small construction trailers may be located at the Subdivision on a temporary basis during the construction of the improvements described in Article III of this Agreement.

G. Grading, Erosion and Silt Control.

1. Developer agrees to submit a plan for the maintenance and disposition of on-site topsoil.
2. Prior to commencing site grading, Developer shall submit for approval by the City Engineer a grading plan. The plan shall provide sufficient control of the site to prevent siltation downstream from the site. Developer shall provide to the City written certification from the Developer's engineer that the plan, in its execution, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including provision for notification of land disturbance to the State of Wisconsin Department of Natural Resources.
3. Developer shall cause all grading, excavation, open cuts, and site slopes and other land surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications on file with the City Clerk's office.
4. Developer shall immediately place effective erosion control procedures along downslope areas and along sideslope areas as required to prevent or reduce erosion where erosion during construction will result in a loss of soil to waters of the state, public sewer inlets or off-site. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of Wisconsin Statutes Chapter SPS 321.125, shall be properly implemented, installed and maintained by Developer, building permit applicants, and the subsequent landowners. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained by Developer until the site has been stabilized.
5. Developer shall restore all disturbed areas and re-grade any areas not allowing the flow of surface water as specified in the grading plan.

H. Applicability. The requirements of this Article I apply to the construction and installation of sanitary sewers, water mains, public streets (including signage), private streets, electrical systems, landscaping and storm water management facilities and shall remain in effect until the acceptance, by resolution adopted by the Common Council, of all Public Improvements required by this Agreement.

ARTICLE II. Phases and Development.

A. Construction of Public Improvements. Developer shall complete installation of the Public

Improvements described in Article III as part of Phase I if the Developer notifies the city at least 30 days in advance of construction and obtains approval of the same. Developer shall install as part of a phase or sub-phase any Public Improvements which are not physically located within said phase or sub-phase but are necessary to serve the lots within it.

B. Phases Identified. Phasing for the Subdivision shall be as follows:

1. Phase I shall be comprised of Outlots 3 and 4, Lots 13-17, 69-70, 98-100, and 119-122, plus public improvements necessary to service the lots listed in the right-hand column of paragraph C of this Article.
2. Phase II shall be comprised of Lots 47-58 and 92-97, plus parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.
3. Phase III shall be comprised of Lots 59-68 and 86-91.
4. Phase IV shall be comprised of Lots 1-12, and 71-85.

C. Lots owned by others. Undeveloped adjacent parcels not owned by the Developer are dependent on public improvements, including stormwater improvements, that are outlined in this Agreement. The City acknowledges the Developer has entered a separate agreement with the owners of those lots, and that the Developer bears the responsibility of public improvements serving those lots. The letter of credit for Phase I shall include funds to cover that portion of public infrastructure needed to develop the lots listed below. These lots are numbered as follows:

- Lot 10 (6-27-294.1010)
- Lot 11 (6-27-294.1011)
- Lot 59 (6-27-294.1059)
- Lot 60 (6-27-294.1060)
- Lot 18 (6-27-294.1018)
- Lot 19 (6-27-294.1019)
- Lot 43 (6-27-294.1043)
- Lot 44 (6-27-294.1044)
- Lot 45 (6-27-294.1045)
- Lot 46 (6-27-294.1046)
- Lot 116 (6-27-294.1116)
- Lot 117 (6-27-294.1117)
- Lot 118 (6-27-294.1118)

D. Lots Owned by the Developer Outside the Capstone Ridge Subdivision: Tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4 are owned by a member of S&P Holdings LLC but are outside the Subdivision. Road and utility improvements for Exodus Pass shall be extended to Cemetery Road as part of this Agreement, and such improvements are necessary for the development of these listed parcels and those within the Development. Should ownership of any of these parcels transfer to another entity, it is the responsibility of the Developer and the property owner of tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4 to arrange cost sharing for improvements.

E. Timing of Phases. Developer shall begin installation of the Public Improvements described in Article III for each phase of the Subdivision as follows:

1. For Phase I, as soon a Developer has obtained all necessary approvals of the Plans and Specifications described in Article III and has filed with the City Clerk all required documents, including but not limited to the irrevocable letter of credit referenced in Article IV, Section C.
2. For the second phase, after all plans for the remainder of the plat have been approved and the latter of completion of either the first phase, or completion of the first lift of asphalt referenced in Article III, Section G, for all public streets within Phase I of the Subdivision, and as-built drawings have been submitted as

referenced in Article V, Section A and B.

3. For subsequent phases, after the latter completion of the first lift of asphalt as referenced in Article III, Section G, for all public streets within Phase II of the Subdivision, and as built drawings have been submitted as referenced in Article V, Section A and B.

#### ARTICLE III. Public Improvements.

- A. Public Improvements. As used in this Agreement, the term "Public Improvements" shall mean the water distribution system, sanitary sewers and lift station, public street; sidewalks, surface water drainage system and retention pond, electrical system. and street lights, landscaping, street signs and traffic control signs described in this Article III to be dedicated to the City under Article V.
- B. Plans and Specifications. Developer shall file with the City Clerk's office, a complete set of the plans and specifications for the Public Improvements for the entire Subdivision, as approved by the City Engineer, hereinafter called "Plans and Specification." Said Plans and Specifications are hereby made a part of this Agreement by reference and including those standard specifications as the City may have adopted at the time of construction.
- C. Method of Improvement. Developer agrees to engage contractors for all Public Improvements included in this Agreement who are qualified to perform the work and who shall be approved as qualified for such work by the City Engineer. The Developer shall have all such contractors execute an agreement as to liability/indemnity and insurance pursuant to the format set forth in Appendix B to this Agreement and file executed document with the city. Developer further agrees to use materials and make the various installations in accordance with the approved Plans and Specifications. Developer further agrees to require all such contractors to pay wages as required by the Wisconsin Department of Workforce Development.
- D. Water Distribution System.
  1. Developer shall construct, install, furnish, and provide a complete system of water distribution including, but not limited to, piping, valves, fittings, fire hydrants, throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of water systems in the City of Evansville and as approved by the City Engineer.
  2. Upon completion of each phase or sub-phase, Developer shall pressure test, leakage test, and bacteria test according to City and State requirements the entire water distribution system, and repair any defects as determined by the City Engineer, prior to acceptance by the City.
  3. Phase II of this Subdivision shall include the facilities necessary to provide public water distribution for tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.
  4. To construct, install, furnish, and provide water main along the east side of Cemetery Road to connect the water main at the west end of Salvation Way to the 10-inch water main at the south end of Cemetery Road as part of Phase II as identified in Article II of this Agreement. In exchange for this investment by Developer, the City has not and will not ask Developer to pay any part of the cost of the future reconstruction of Cemetery Road.
  5. City shall issue no building permit for any lot until the portion of the water

distribution system serving such lot has been accepted by the City.

6. The City shall issue no building permits for any lots in Phase II identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Exodus Pass (or as renamed) to its current extent near the entrance of Maple Grove Cemetery has been completed and accepted by the City.
7. The water main loop described above shall be completed by December 31, 2030. The Developer can request from the City, in writing, up to four separate six month extensions to the December 31, 2030 water main construction deadline. The City, in its sole and absolute discretion, can either grant or deny said extension requests. Under no circumstances will the deadline be any later than December 31, 2032.
8. The City shall issue no building permits for any lots in the Phase IV identified in Article II of this Agreement until the water main along the east side of Cemetery Road from Salvation Way to its current extent has been completed and accepted by the City.
9. Upon full completion of the water main loop as described in this section, and upon completion of the trail as described in Section I, paragraphs 5 and 6 of this Agreement, the City shall reimburse the Developer \$250,000 or the actual cost of the water main loop if less. Should the Developer choose to dedicate land for park and recreation use as described in Section H, paragraph 3, the City shall reduce the amount of reimbursement by the amount of fee reduce for parkland dedication.

E. Sanitary Sewers.

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout the entire Subdivision all in accordance with the Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the City of Evansville and as approved by the City Engineer.
2. Upon completion of each phase or sub-phase, developer shall pressure test, leak test, and mandrel test according to City and State requirements the entire sanitary sewer system and repair any defects as determined by the City Engineer prior to acceptance by the City. Developer shall provide copies of all tests conducted to the City.
3. Phase II of this Subdivision shall include the facilities necessary to provide sanitary sewer service for tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.
4. Upon completion of each phase or sub-phase, Developer shall clean all sanitary sewers, televise the sanitary sewer system, provide a copy of the televised video to the City and shall repair any defects as determined by the City Engineer prior to presenting the Public Improvements for acceptance by the City.
5. The City shall issue no building permit for any lot until the sanitary sewer serving such lot has been accepted by the City.
6. In order to be served by public sanitary sewer, Lots 1, 2, 3, 4, 80, 81, 82, 83, 84, and 85 may be required to have privately maintained grinder pumps installed, depending on the lowest floor elevation of the dwelling unit built on the lot. The Developer shall document this requirement as needed in a deed restriction, and record the deed restriction with the Rock County Register of Deeds.

F. Surface Water Drainage System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage including, but not limited to: piping, inlets, junction structures, and storm water appurtenances, throughout the entire Subdivision and to perform the grading plan all in accordance with the approved Plans and Specifications and all applicable federal, state and local ordinances, specifications, regulations and guidelines for the construction of storm and surface water drainage systems in the City of Evansville and approved by the City Engineer.
2. Phase II of this Subdivision shall include the facilities necessary to provide storm sewer service for tax parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.
3. The City shall issue no building permit for any of the lots in Phase I and II until the entirety of the stormwater pond on Outlot 3, with a minimum 12-inch overflow pipe under Exodus Pass (or as renamed) to Cemetery Road, as shown in Plans and Specifications has been completed and accepted by the City.
4. The maximum size of the overflow pipe is to be determined by modeling and is not to inundate kettle area nor overwhelm existing ditching/culverts on Cemetery Road.
5. Said stormwater pond shall have a drawdown device to leave ponds with 5-7 feet of pooled water prior to sediment removal.
6. In the event of a 100-year storm, Developer shall guarantee the pond level will maintain a minimum 2 foot freeboard at the lowest building opening on existing and proposed homes.
7. Developer shall maintain roads free from mud and dirt from construction of the Subdivision.
8. City will issue no building permit for any lot until the finish grading of the entire phase, including that lot, has been accepted by the City. Finish grade shall be defined as spot elevations at lot corners.
9. City shall retain the right to require Developer to install additional storm and surface water drainage measures and erosion control measures as needed in accordance with generally accepted engineering standards prior to acceptance by the City of the storm and surface water drainage improvements.
10. Upon completion of each phase or sub-phase, Developer shall clean all storm sewers and shall repair any defects as determined by the City Engineer prior to presenting the improvements for acceptance by the City.
11. Contractors who grade individual lots must follow industry standards. Developer shall re-grade areas as directed by the City if subsequent grading is not done to industry standards and interferes with the flow of surface water as specified in the grading plan.
12. Developer shall guarantee the establishment of vegetative cover planted within storm water basins, swales or green ways for a period of three (3) years from the date of the City's acceptance.
13. Developer agrees that the top of foundation and the minimum elevation in the lowest opening in the foundation for any future structure built on any Lot in the subdivision should be listed on the plans and specifications which are kept on file at City Hall. After building permits are issued and at foundation and footing

inspections, the City Engineer shall be provided verification of the top of foundation and the minimum elevation in the lowest opening in the foundation.

G. Public Streets.

1. Developer shall grade and surface all streets in the Subdivision in accordance with the plat of said subdivision and the Plans and Specifications and all applicable local ordinances, specifications, regulations and guidelines for the construction of roads in the City of Evansville and as approved by the City Engineer.
2. Developer agrees to furnish to the City a copy of the plan showing the street grades in front of each lot and finished yard grade. This information shall be provided prior to the issuance of building permits.
3. Developer shall complete the streets by phase or sub-phase through installation of road base, curbs and gutters and shall present them for preliminary acceptance by the City.
4. Phase II of this Subdivision shall include street improvements for 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4.
5. City shall issue no building permits for lots on a street until the street has been preliminarily accepted by the City.
6. Developer shall clearly identify streets, lots and addresses within the subdivision with temporary signage before building permits for lots in the subdivision are issued by the City.
7. Developer shall complete the first lift of asphalt on all the streets in a phase or sub-phase no later than one (1) year after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
8. Developer shall complete the final lift of asphalt after at least one (1) winter season, but no later than two (2) years after the initial commencement of construction of Public Improvements for the phase or sub-phase, unless extended by the Common Council.
9. Developer shall maintain the streets in the Subdivision until accepted by the City.

H. Park and Recreation Land Dedication.

The developer's obligation for the dedication of park land will be based on the city parkland fee per lot in effect at the time of execution of this Agreement, wherein a single family lot owes \$1,280.64 per unit and a duplex or multifamily unit owes \$960.45 per unit (as of May 31, 2025).

1. Parkland dedication fees of \$128,061.00 are to be paid in full at the time of signing, which is to be within 60 days of Common Council approval of this Agreement. Fees are calculated with the understanding the Developer intends to build 25 single family units and 100 two-family units.
2. As of August 12, 2025, the Developer is not the owner of Lots 18, 19, 43, 44, 45, 46, 116, 117, and 118. Fee-in-lieu of park and recreation lands for those lots will be paid by the owner at the time a building permit is pulled.
3. Within 60 days of execution of this Agreement, the Developer has the option to deed to the City any of the following combinations of parcels for purposes of park and recreation:

- Parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4, which would satisfy the entirety of park land dedication requirements for the Subdivision and negate the fee in lieu of dedication of \$128,061.00.
  - Parcels 6-27-294.1119 and 6-27-294.1120, for a fee reduction of \$21,253.30
  - Parcels 6-27-294.1091 and 6-27-294.1097 for a fee reduction of \$26,566.62
4. Should the Developer opt to dedicate the land described in paragraph 3 above, the City shall reduce the amount of reimbursement in Article III, Section D, paragraph 9, by the amount that was deducted from park and recreation fees.
  5. If parcels 6-27-580.1, 6-27-580.2, 6-27-580.3, and 6-27-580.4, are dedicated at a later date beyond the 60 day deadline described in paragraph 3, the City and Developer can amend this Agreement to reflect a park plan that may eliminate or change road, utility, and other infrastructure locations for these lands. Such an amendment may provide reimbursements for fees already paid. This option can be requested until December 31, 2030. This deadline shall have no extensions.

I. Sidewalks/Pathways.

1. Developer shall construct, furnish, install and provide five-foot wide concrete sidewalks within the public rights-of-way on both sides of all public streets and on connecting sidewalk between Salvation Way and Abraham Drive (or as renamed)
2. Sidewalks may be installed on a lot by lot basis at the grade shown on the approved construction drawings. Construction drawings shall show sidewalk elevation.
3. When 80% of the lots on the block face are occupied by completed houses, Developer shall install all sidewalk on a block face where sidewalk is specified within one (1) year.
4. Developer shall remain obligated to construct, furnish, install, and provide sidewalks as specified in this Agreement even if Developer enters into agreements with lot purchasers obligating lot purchasers to install the sidewalks.
5. Developer shall provide City with a permanent 15' easement for a recreational trail on north side of Lots 1 through 18.
6. Developer shall provide the City with copies of a deed restriction disclosing the easement for Lots 1 through 18. Developer shall record each deed restriction with the Rock County Register of Deeds.
7. Developer shall construct, furnish, install, and provide eight-foot wide asphalt bicycle and pedestrian paths on said easements on Lots 1 through 18.
8. Developer shall complete the bicycle and pedestrian paths by phase and to present them for acceptance by the City, provided, however, that all such paths must be completed and presented for acceptance by the City no later than the end of the calendar year in which Developer begins constructing improvements for Phase IV identified in Section III of this Agreement, and that the City shall issue no building permit for lots in the Subdivision after said deadline until all such paths have been accepted by the City.
9. The trails described in this Section I described above shall be completed by December 31, 2030. The Developer can request from the City, in writing, up to four separate six month extensions to the December 31, 2030 trail construction deadline. The City, in its sole and absolute discretion, can either grant or deny said

extension requests. Under no circumstances will the deadline be any later than December 31, 2032.

J. Electrical System.

1. Developer shall notify the Evansville municipal utility 90 (ninety) days in advance for an estimate to install the electric system in the Subdivision. The Developer shall pay, in advance, the Evansville municipal electric utility the amount of the utility's estimate of the cost of installing the electrical system in the Subdivision including, but not limited to, the bases for transformers, but not including the transformers themselves, within ten (10) days of receiving the estimate from the utility. Installation will be done in sub-phases as close as practical to the sub-phases for the other Public Improvements.
2. In the event the utility's actual cost to install electrical system is less than the estimate, the utility shall refund the difference to the Developer.
3. In the event the utility's actual cost to install the electrical system is greater than the estimate, Developer shall pay the difference to the utility within thirty (30) days of billing.
4. City shall have the Evansville municipal electric utility install all street lighting in the subdivision. The Developer shall pay the municipal utility's cost thereof including, but not limited to, the cost of labor provided by utility employees to install such street lighting, and the cost of materials, within thirty (30) days of billing.

K. Landscaping.

1. Developer shall remove and lawfully dispose of all outbuildings, destroyed trees, bush, tree trunks, shrubs, and other natural growth and all left over construction materials, construction debris and rubbish from each phase or sub-phase of the Subdivision after the completion of improvements in each phase or sub-phase. The Developer shall not bury any of the materials described in this paragraph in any portion of this Subdivision.
2. Developer shall require all purchasers of lots to plant at least two street trees or one tree every 40 to 60 feet, whichever is greater, in accordance with City code, in the terrace of each lot. Trees shall be of a variety and caliper size approved by the City before an occupancy permit is issued for the house on each lot. Developer shall plant any and all street trees required by this paragraph if any purchasers of lots fail to do so in a timely fashion. The location of said planting shall be approved by the City to assure that the plantings will not impact underground utilities.

L. Street Signs. City shall purchase and install all street signs in the subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, and cost of materials, within thirty (30) days of billing.

M. Traffic Control Sign

1. City shall provide and apply pavement striping at each crosswalk within the Subdivision and at intersections and approaches outside but near the Subdivision. The Developer shall pay the city's cost thereof including, but not limited to, the cost of labor provided by city employees to install street signs, and cost of materials, within thirty (30) days of billing

2. Developer shall pay the City the cost of purchasing and installing all traffic control signs including, but not limited to, the cost of labor provided by City employees to install such signs, and cost of materials, within thirty (30) days of billing.
  3. Traffic control sign locations to be indicated on construction plans submitted to the City Engineer.
- N. Correction of Defects. Developer shall correct defects due to faulty materials or workmanship in any Public Improvement which appear within a period of one (1) year from the acceptance of the Public Improvements for each phase or sub-phase of development is released, and shall pay for any damages resulting therefrom to City property. When the Developer has completed all public infrastructure requirements, the City Engineer shall perform a walk through of the site with the Developer and assess public infrastructure for completeness. The City may refuse to accept the Public Improvements unless and until they conform to generally accepted industry standards. This correction period does not affect or bar claims for negligence discovered at a later date. Wisconsin law on negligence shall govern negligent workmanship.
- O. Additional Improvements. Developer agrees that if modifications to the Plans and Specifications including, but not limited to, additional drainage ways, sanitary sewers, water mains, erosion control measures, and storm and surface water management facilities are necessary in the interest of public safety or are necessary for the implementation for the original intent of the Plans and Specifications, the City is authorized to order Developer, at Developer's sole expense, to implement the same, provided such order is made in writing to Developer not later than one (1) year after the City's acceptance of the Public Improvements installed by Developer in the final phase of the Subdivision. Such modifications or additional improvements shall be brought to Plan Commission and Common Council for review and deemed necessary to the extent they meet or conform to generally accepted engineering standards or change in any regulation, law, or code.

#### ARTICLE IV. Obligation to Pay Costs.

- A. Reimbursement of Professional and Out-of-Pocket Expenses. Developer agrees to reimburse the City for any costs due to the use of professional staff, including, but not limited to, City Engineer, City Planner and City Attorney, in connection with this Agreement. Costs shall be based on invoices or actual out-of-pocket expenses incurred by the City with no overhead added by the City.
- B. Developer's Obligation to Pay Costs. Developer agrees that it is obligated to construct, furnish, install, and provide all public improvements in the Subdivision or necessary for the Subdivision at its own expense and to pay the City's or municipal utility's costs of constructing, furnishing, installing, and providing such public improvements under this Agreement. If it is necessary to incur an additional cost not explicitly mentioned in this Agreement in order for Developer to fulfill any obligation of the Developer under this Agreement, Developer agrees the Developer is obligated to pay such cost.
- C. Irrevocable Letters of Credit or Bond.
1. For each phase or sub-phase, Developer shall file with the City Clerk (i) a letter or bond describing the scope of the phase or sub-phase that Developer intends to construct and (ii) an irrevocable letter of credit in favor of the City from a lending institution approved by the City in a form approved by the City in an amount sufficient, determined by the City Engineer, to pay the costs the City would incur to complete all Public Improvements for the phase or sub-

phase.

2. No construction of Public Improvements for a phase or sub-phase shall begin until Developer has filed with the City Clerk an irrevocable letter of credit or bond that meets the requirements of the preceding paragraph.
3. The City Engineer shall determine the amount of each irrevocable letter of credit or bond based on the scope of the Public Improvements for the phase or sub- phase.
4. The irrevocable letter of credit or bond for each phase or sub-phase shall not expire until 18 months from the date on which Public Improvements as described in Article III are accepted by the City.
5. Developer shall provide an extension of the duration of such irrevocable letter of credit or bond, upon demand by the City, if not all of the Public Improvements for the phase or sub-phase have been completed and accepted prior to its expiration.
6. Such irrevocable letter of credit or bond shall stand as security for the reimbursement of costs the city expends under this agreement and for the completion of Public Improvements for the phase or sub-phase until the City accepts the Public Improvements for the phase or sub-phase pursuant to Article V.
7. The lending institution providing the letter of credit or bond shall pay to the City any draw upon demand, and upon its failure to do so, in whole or in part, the City shall be empowered in addition to its other remedies, without notice or hearing, to impose special assessments in the amount of said demand, or satisfaction cost, upon each and every lot in the subdivision payable in the next succeeding tax year.
8. The City, in its sole discretion, shall permit the amount of each letter of credit to be reduced by an amount reasonably proportionate to the cost of the Public Improvements that are paid for by Developer and accepted by the City, provided that the remaining letter of credit is sufficient to secure payment for any remaining Public Improvements required through the issuance of a letter or bond from the City Administrator to the lending institution that issued such letter of credit agreeing to such reduction.

#### ARTICLE V. Dedication and Acceptance.

- A. "As Built" Plans. Developer agrees to furnish the City with "as built" plans of the entire system of Public Improvements in each phase or sub-phase upon completion and acceptance thereof. All "as built" plans shall be submitted by Developer to the City in both paper and digital forms. All "as built" plans shall include, but not be limited to, the horizontal and vertical locations of curb stops, water valves, water bends, water fittings, hydrants, sewer wyes, sewer laterals, sewer manholes, storm sewer inlets, storm sewer pipe ends, and storm sewer manholes. Locations shall be given in the Rock County coordinates system and dimensioned from permanent structures.
- B. Statement of Costs. Developer shall furnish, within 30 days of City's request, the City with a statement of the total costs of Public Improvements in the Subdivision in each of the following categories: (1) streets (including signage) and sidewalks, (2) sanitary sewers and lift station, (3) water distribution system, (4) surface water drainage system, (5) electrical system, (6) landscaping, and, if requested to do so by the City, to furnish a statement of such information for

each phase or sub-phase. This information is required for the City's accounting records and reports to state agencies such as the Public Service Commission.

- C. City Responsibility. The City is under no obligation to perform repairs or maintenance on the Public Improvements until accepted by the City. Trash and garbage removal service and snow removal will be provided by the City for each phase or sub-phase upon the issuance of the first occupancy permit in each such phase or sub-phase.
- D. Dedication. Developer shall, without charge to the City, upon completion by phases or sub-phases of all Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, all structures, mains, conduits, pipes, lines, equipment and appurtenances which may in any way be part of or pertain to such Public Improvements and together with any and all necessary easements for access thereto. After such dedication, the City shall have the right to connect or integrate other sewer or water facilities with those facilities provided hereunder as the City decides, with no payment or award to, or consent required of, Developer. Dedication by Developer shall not constitute acceptance of any improvements by the City; Developer shall be responsible for all maintenance of Public Improvements serving the phase or sub-phase until accepted by the City.
- E. Acceptance. The City or its representatives shall provide the Developer with a letter of acceptance of all Public Improvements required to be constructed in this Agreement upon acceptable completion thereof in each phase or sub-phase subject to the reasonable approval of the City Engineer. The City or its representatives shall provide such letter accepting or rejecting Developer's request for acceptance of such Public Improvements within forty-five (45) days of submission of such request in writing to the City Engineer. If such request is rejected, the City or its representatives shall enclose with the notification letter a letter from the City Engineer specifying the reasons for such rejection. As soon as practical after the issuance of such letters of acceptance, the Common Council will adopt resolutions accepting the dedications of Public Improvements in each phase or sub-phase.

ARTICLE VI. Issuance of Building Permits/Occupancy Permits.

- A. No building permits shall be issued by the City for any lot in the Subdivision until the Common Council has approved this Agreement. Additionally, no building permit shall be issued until the Developer has paid in full all sums that are required to be paid within ten (10) days of approval of this Agreement by the Common Council.
- B. No building permits shall be issued until the developer has completed the installation of survey monuments.
- C. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- D. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- E. No building permit shall be issued by the City for any lot in a phase or sub-phase until all site grading for the phase or sub-phase has been completed and accepted by the City.
- F. No occupancy permit shall be issued by the City for any lot until the first lift of asphalt has been

installed on the street adjoining said lot.

- G. No occupancy permit shall be issued by the City for any lot until the stormwater management practices serving such lot have been completed and accepted by the City.
- H. No occupancy permit shall be issued by the City until required street trees and sidewalks are installed or costs of such installations have been escrowed with the City.
- I. The City reserves the right to withhold issuance of any and all building and/or occupancy permits if Developer is in violation of this Agreement.

ARTICLE VII. Default and Remedies.

- A. Events of Default. As used in this Agreement, the term "Event of Default" shall include, but not be limited to any of the following:
  - 1. Failure by the Developer to pay the City any fees, charges or reimbursement required to be paid under this Agreement.
  - 2. Failure by the Developer to commence and complete the construction of any Public Improvements pursuant to the terms of this Agreement.
  - 3. Failure by the Developer to maintain an irrevocable letter of credit adequate to complete the Public Improvements of any phase or sub-phase pursuant to Article IV.
  - 4. Failure by the Developer or the City to observe or perform or cause to be observed or performed any covenant, condition, obligation or agreement on its part to be observed or performed as set forth in this Agreement.
- B. Remedies on Default. Whenever any Event of Default occurs the non-defaulting party may suspend its performance under this Agreement and, upon thirty (30) days written notice of the right to cure such default, may pursue any legal or administrative action, including the authority to draw upon the irrevocable letter of credit described in Article IV, which appears necessary or desirable to compel the defaulting party to comply with this Agreement and/or to seek an award of monetary damages
- C. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice in this Article VII.
- D. No Additional Waiver Implied by One Waiver. In the event that any agreement contained in this Agreement should be breached by another party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VIII. Miscellaneous.

- A. Captions. Any captions of the several parts of this Agreement are inserted for convenience of

reference only and shall be disregarded in construing or interpreting any of its provisions.

- B. Severability. If any term of this Agreement shall, for any reason and to any extent, be invalid or unenforceable, the remaining term shall be in full force and effect.
- C. Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between City and Developer and supersedes all prior discussions and agreements whether written or oral between the parties. This Agreement constitutes the sole and entire Agreement between City and Developer.
- D. Status of City. Nothing herein shall be deemed to create or establish the City as a copartner or joint venturer with Developer in the design, construction, ownership or operation of the Subdivision; nor shall the City be entitled to proceeds or revenues derived from the ownership or operation of the Subdivision.
- E. Good Faith. Any actions taken pursuant to this Agreement will be measured by an implied covenant of good faith and fair dealing.
- F. Ordinances and Municipal Code. All provisions of the City's ordinances and Municipal Code are incorporated herein by reference, and all such provisions shall bind the parties hereto and be part of this Agreement as fully as if set forth at length herein. This Agreement and all work and the Public Improvements herein shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.
- G. Acknowledgement from Lot Purchasers. Developer agrees to deliver the purchaser of any lot within the Subdivision, before closing, a copy of Appendix C and agrees to obtain from each lot purchaser, at or before closing of the purchasers' lot, acknowledgment of the receipt of a notice in the form attached hereto as Appendix C.
- H. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference., Developer shall indemnify and save harmless the City, its trustees, officers, agent, independent contractors, and employees, and shall defend the same from and against any and all liability, claims, losses, damages, interests, action, suits, judgment, costs, expenses, attorney fees and the like to whomever owned and by whomever and whenever brought or maintained which may in any manner result from or arise in the cause of, out of, or as a result of the following nonexclusive list of acts or omissions of Developer:
  - 1. Negligent performance of this Agreement.
  - 2. Negligent construction or operation of improvements covered under this Agreement.
  - 3. Violation of any law or ordinance.
  - 4. The infringement of any patent trademark, trade name or copyright.
  - 5. Use of public street improvements prior to their dedication and formal acceptance by the City.
  - 6. In any case where judgment is recovered against the City for any one or more of the foregoing acts or omissions of Developer, if notice and opportunity to defend has been delivered to Developer of the pendency of the suit, within ten (10) days after the City has been served with the same, the judgment shall be conclusive of Developer and not only as to the amount of damages, but also as its liability to the City, provided such judgment has become final and all rights of appeal have been exhausted, or if no appeal has been filed, all appeal periods have expired.
  - 7. Developer shall name as additional insured on its general liability insurance the City, its trustees, officers, agents, employees an independent contractors hired by the City (including

without limitation the City Engineer) to perform services with respect to this Agreement and give the City evidence of the same upon request by the City.

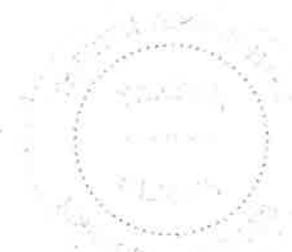
8. Developer shall furnish a completed Appendix B prior to start of construction by any entity retained by or used by the Developer to fulfill the Developer's obligations under the Agreement.

- I. Heirs and Assigns. This Agreement is binding upon Developer, owners, guarantors, their respective heirs, successors and assigns, and any and all future owners of the subject lands.
- J. Amendments. The City and Developer, by mutual consent, may amend this Agreement at any regularly scheduled meeting of the City's Common Council, if properly noticed pursuant to the open meeting law. The Common Council shall not, however, consent to an amendment until after first having received a recommendation from the City's Plan Commission.
- K. Notice. All notices, demands or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States mail. All such communications shall be addressed at the following, or other such address as either may specify to the other in writing:

To Developer:  
S&P Land Holdings LLC  
PO Box 617  
Evansville, WI 53536

To City:  
City Administrator  
31 S. Madison St.  
P.O. Box 529  
Evansville, WI 53536

- L. Binding Effect. This Agreement shall be permanent and run with the property described in Appendix A. and the rights granted and responsibilities assumed thereby shall inure to, and be binding upon, the parties, their heirs, successors and assigns. Developer's obligations under this Agreement cannot be assigned without prior written consent of City; such consent shall not be unreasonably withheld.



By:

[Signature]  
ANDREW PHILLIPS

[Signature]  
SETH SCHULZ

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date stated.

CITY OF EVANSVILLE

[Signature]  
Mayor DIANNE DUGGAN

Date: 10-9-25

[Signature]  
City Clerk LEAH HURTLEY

Date: 10-9-2025

(print name and title)

The obligations of the Developer stated above in this Final Land Divider's Agreement are hereby personally guaranteed by the undersigned, who state they fully understand and accept the responsibilities of the Subdivider.

[Signature] (SEAL)  
Andrew Phillips

[Signature] (SEAL)  
Seth Schulz

State of Wisconsin  
County of Rock

[Signature]  
Signature of Notary Public  
Leah Lindsey Hurley  
Printed Name

My Commission Expires: 5-23-2027



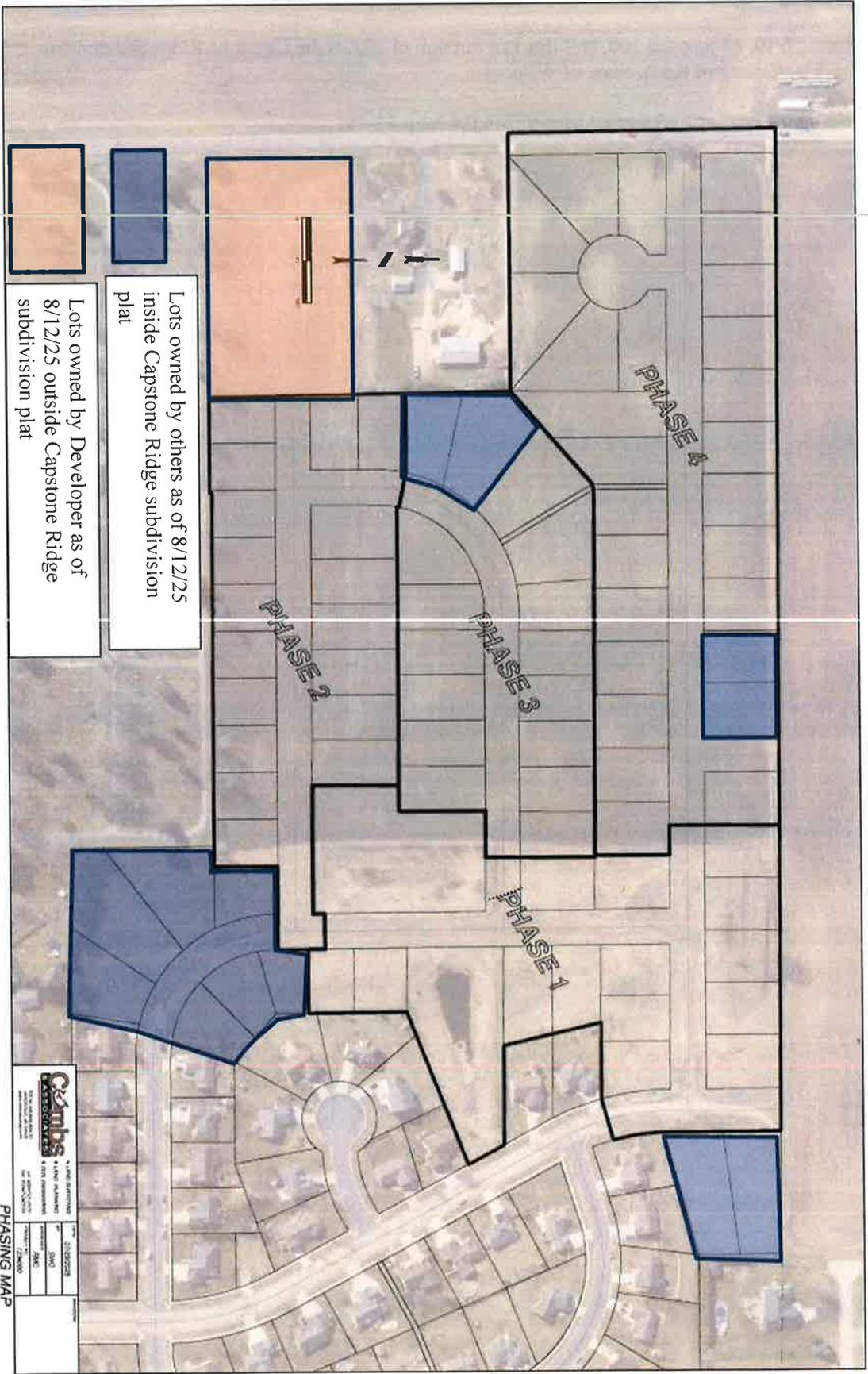
DOCUMENT DRAFTED BY:

COLETTE SPRANGER  
CITY OF EVANSVILLE  
P.O. Box 529  
EVANSVILLE, WI 53536  
608 882 2266

APPENDIX A

Lots 1 through 19, 43 through 100, and lots 116 through of 122 of the Capstone Ridge Subdivision, City of Evansville, County of Rock, State of Wisconsin

Lots 1 through 4 of Certified Survey Map #2244324 Map 42-181



Lots owned by others as of 8/12/25  
inside Capstone Ridge subdivision  
plat

Lots owned by Developer as of  
8/12/25 outside Capstone Ridge  
subdivision plat

**Cambs**  
CONSULTANTS  
LAND PLANNING & DESIGN

DATE	2/20/2025
BY	DMG
PROJECT	PHASING MAP
SCALE	AS SHOWN
DATE	2/20/2025

PHASING MAP

## APPENDIX B

### Agreement as to Liability, Indemnity and Insurance

1. FOR VALUABLE CONSIDERATION \_\_\_\_\_ (CONTRACTOR), hereinafter referred to as "Contractor," acknowledges that the work to be performed for construction of improvements (the "Work") in the Stonewood Grove located in the City of Evansville, hereinafter referred to as "City," will be conducted in accordance with the latest edition of the project plans and specifications as reviewed by the City Engineer and as approved by the City and any other agencies having jurisdiction and on file in the City Clerk's office.

2. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, for the Work whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

- A. Claims under worker's compensation, disability benefits and other similar employee benefits acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- C. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than CONTRACTOR's employees;
- D. Claims for damages insured by customary personal Jury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person for any other reason;
- E. Claims for damages, other than the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 2 to be purchased and maintained by CONTRACTOR shall include by endorsement as additional insureds (subject to any customary exclusion in respect of professional liability) the City and City Engineer and include coverage for the respective officers and employees of all such additional insureds. A certificate of insurance shall be provided to the City along with the endorsements listed above. Failure to procure adequate insurance shall not relieve the CONTRACTOR of its obligation under this Indemnity/Hold Harmless Agreement.

3. Indemnification. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the City and the City Engineer, and the officers, directors and employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute, resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claims, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable regardless of whether or not caused in part by any

negligence or omission of a person or entity indemnification hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

4. In any and all claims against the City or the City Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.

5. The indemnification obligations of CONTRACTOR under paragraph 3 shall not extend to that portion of liability of the City Engineer, and its officers, directors, employees or agents caused by the professional negligence, errors, or omissions of any of them.

6. CONTRACTOR further understands and agrees that the City, its officers, agents, employees and the City Engineer are not responsible for the CONTRACTOR's means and methods of construction and that the CONTRACTOR has the sole responsibility and liability for project safety.

Dated:

\_\_\_\_\_  
(print name of CONTRACTOR), a Wisconsin Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

### APPENDIX C

The undersigned purchaser of Lot(s) in the Capstone Ridge Subdivision (the "Subdivision") hereby acknowledges that the City of Evansville will not issue a building permit/occupancy permit until the following conditions are met:

- A. No building permits shall be issued by the City of Evansville (the "City") for any lot in the Subdivision until the Common Council has approved the Final Land Divider's Agreement (the "Agreement") between S&P Land Holdings LLC, (the "Developer") and the City. Developer has paid in full all sums that are required to be paid within ten (10) days of approval of the Agreement by the Common Council.
- B. No building permits shall be issued by the City for any lot on a street until the road base, curb and gutter have been completed and preliminarily accepted by the City.
- C. No building permit shall be issued by the City for any lot until the sanitary sewer and water system serving such lot have been completed and accepted by the City.
- D. No building permit shall be issued by the City for any lot in a phase or sub-phase until all final site grading for the phase or sub-phase has been completed and accepted by the City.
- E. No occupancy permit shall be issued by the City for the purchased lot until this Appendix C has been signed and submitted to the Building Inspector
- F. No occupancy permit shall be issued by the City for any lot until the first lift has been installed on the street adjoining said lot.
- G. No occupancy permit shall be issued by the City for any lot until a five-foot wide concrete sidewalk within the public right of way has been installed pursuant to municipal ordinances.

The undersigned purchaser acknowledges the City requires the purchaser of each lot to plant at least one street tree in the terrace of a variety and caliper size approved by the City's Director of Municipal Services in the fall or spring immediately following completion of the house. The location of said planting shall be approved by the Director of Municipal Services to assure that the planting will not impact underground utilities.

The undersigned purchaser acknowledges that there will be restrictions on the minimum elevations of the lowest opening of the foundation and waterproofing or pumping may be necessary to protect structures from ground water.

The undersigned purchaser understands that there are deed restrictions associated with this plat and those restrictions are recorded with the Rock County Register of Deeds.

The undersigned purchaser acknowledges that this "Appendix C" shall be delivered to the person or entity initially occupying the dwelling on the lot if the undersigned purchaser is anyone other than the person or entity initially occupying the dwelling.

The undersigned purchaser acknowledges that the lots in the Subdivision are subject to zoning that requires each single-family dwelling to contain a minimum total number of square feet on the first floor and above, that the City has no obligation to change the zoning or grant a conditional use permit if such zoning makes it difficult to re-sell any lot in the Subdivision, and that the undersigned purchaser knowingly accepts such risk.

Acknowledged by:

Date:

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Re: RE:

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**From** Colette Spranger <c.spranger@evansvillewi.gov>

**Date** Wed 10/8/2025 16:25

**To** Seth Schulz <sschulz@Baker-Mfg.com>; Andy Phillips <phillipscontracting44@gmail.com>; Jason Sergeant <j.sergeant@evansvillewi.gov>

If Lots 98-100 and Lots 119-122 are instead built with single family homes, the total park land payment would be \$123,579.18. Original was \$128,061.

Jason — would you say it's fair that we draft a memo saying the amount was adjusted after lots for the next phase were finalized? And then put the memo with the agreement in the contracts folder, and distribute the memo to Common Council? I would argue the agreement implies that there is flexibility in how the lots are built, only that duplexes are not to exceed 54 buildings (108 dwelling units) total and that generally, the expectation that R-2 zoned units will be built as duplexes. The biggest issue here is tracking this over the next 10 years.

We wouldn't accept assuming everything would be built single family and then track down the difference when it's time for building permits. We already have to earmark Dave's lots for that.

---

Colette Spranger

Office: 608-882-2263

Cell: 608-490-0145

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**From:** Colette Spranger <c.spranger@evansvillewi.gov>

**Sent:** Tuesday, October 7, 2025 13:58

**To:** Seth Schulz <sschulz@Baker-Mfg.com>; Andy Phillips <phillipscontracting44@gmail.com>; Jason Sergeant <j.sergeant@evansvillewi.gov>

**Subject:** Re: RE:

I can be around. I believe Jason will be too. Let's pencil it in for now.

---

Colette Spranger

Office: 608-882-2263

Cell: 608-490-0145

---

**From:** Seth Schulz <sschulz@Baker-Mfg.com>

**Sent:** Tuesday, October 7, 2025 13:15

**To:** Colette Spranger <c.spranger@evansvillewi.gov>; Andy Phillips <phillipscontracting44@gmail.com>; Jason Sergeant <j.sergeant@evansvillewi.gov>

**Subject:** RE:

8:00 AM if that works for you both. Thanks.

**From:** Colette Spranger <c.spranger@evansvillewi.gov>

**Sent:** Tuesday, October 7, 2025 11:10 AM

**To:** Andy Phillips <phillipscontracting44@gmail.com>; Jason Sergeant <j.sergeant@evansvillewi.gov>; Seth Schulz <sschulz@Baker-Mfg.com>

**Subject:** Re:

We're both around. What time would you be stopping in?

---

Colette Spranger

Office: 608-882-2263

Cell: 608-490-0145

---

**From:** Andy Phillips <phillipscontracting44@gmail.com>

**Sent:** Tuesday, October 7, 2025 09:00

**To:** Colette Spranger <c.spranger@evansvillewi.gov>; Jason Sergeant <j.sergeant@evansvillewi.gov>; Seth Schulz <sschulz@Baker-Mfg.com>

**Subject:**

Are you both available for a very quick meeting tomorrow with Seth and I? Justin have to clarify a couple things before Thursday.

Sent from my iPhone

---

**RE: Capstone Ridge Subdivision - 2025 Final Land Divider's Agreement for Capstone Ridge Subdivision.**

---

**From** Mark Kopp <mkopp@janesvillelaw.com>

**Date** Thu 10/23/2025 12:43

**To** Colette Spranger <c.spranger@evansvillewi.gov>; Jamie M. Borck <jborck@janesvillelaw.com>

**Cc** Leah Hurtley <l.hurtley@evansvillewi.gov>; Jason Sergeant <j.sergeant@evansvillewi.gov>

If attorney Shannon's office represents the developers, and they are the ones suggesting that we write in the names, I think that is fine.

Attorney Mark D. Kopp  
CONSIGNY LAW FIRM, S.C.  
303 East Court Street  
Janesville, WI 53545  
(608) 755-5050; (608) 755-5057 (Facsimile)  
[mkopp@janesvillelaw.com](mailto:mkopp@janesvillelaw.com)

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**From:** Colette Spranger <c.spranger@evansvillewi.gov>

**Sent:** Thursday, October 23, 2025 11:12 AM

**To:** Mark Kopp <mkopp@janesvillelaw.com>; Jamie M. Borck <jborck@janesvillelaw.com>

**Cc:** Leah Hurtley <l.hurtley@evansvillewi.gov>; Jason Sergeant <j.sergeant@evansvillewi.gov>

**Subject:** Fw: Capstone Ridge Subdivision - 2025 Final Land Divider's Agreement for Capstone Ridge Subdivision.

Hi Consigny Law team --

We have a signed developer's agreement and the developers are wanting to record it at the County.

The County is requesting that the names of the signators names be added below their signatures. However, everything is already signed. Are we able to write in the names below the signatures, or do we have to haul everyone in again to get the document resigned?

---

Colette Spranger

Office: 608-882-2263

Cell: 608-490-0145

---

**From:** Brenda Uhe <[buhe@shannon-law.com](mailto:buhe@shannon-law.com)>

**Sent:** Thursday, October 23, 2025 10:28

**To:** Colette Spranger <[c.spranger@evansvillewi.gov](mailto:c.spranger@evansvillewi.gov)>

**Cc:** Walter Shannon <[wshannon@shannon-law.com](mailto:wshannon@shannon-law.com)>; Andy Phillips <[phillipscontracting44@gmail.com](mailto:phillipscontracting44@gmail.com)>; Seth Schulz <[ssschulz@baker-mfg.com](mailto:ssschulz@baker-mfg.com)>; Derek Allen <[allen.derekr@gmail.com](mailto:allen.derekr@gmail.com)>

**Subject:** Capstone Ridge Subdivision - 2025 Final Land Divider's Agreement for Capstone Ridge Subdivision.

Dear Colette,

I left you a voicemail to let you know that when I sent the Land Divider's Agreement for recording, it came back rejected. The reasons are as follows:

1. Needs the name of the individual or governmental agency who drafted the document (we add the address and phone number to our documents as well)
2. Signature page 16 needs the names printed below the signature lines.

Although Simplifile didn't mention this, Leah Hurlley's notary seal does not appear on my copy. If she only has a seal and not a stamp, a pencil can be used over the seal to make it appear on a copy.

Please let me know when you will be adding the above information to page 16 and send me the revised page. We do want to be able to record this document as soon as possible.

Please let me know if you have any questions.

Thank you,

*Brenda B Uhe*

Brenda B Uhe  
Legal Assistant  
Shannon Law Office, LLC  
104 W. Main St.  
Evansville, WI 53536  
(608) 882-5944  
(608) 882-6462 (fax)  
[buhe@shannon-law.com](mailto:buhe@shannon-law.com)



**SHANNON LAW OFFICE, LLC**

\*\*\* Professional and Personalized Legal Guidance \*\*\*

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