

TOWN OF GRAFTON
BOARD OF SUPERVISORS - MEETING AGENDA – May 11, 2022 at 7pm
Grafton Town Hall - 1230 11th Ave., Grafton, WI, 53024

THE FOLLOWING BUSINESS WILL BE BEFORE THE BOARD FOR DISCUSSION, CONSIDERATION, DELIBERATION, AND POSSIBLE ACTION:

FILE COPY

- I. CALL TO ORDER**
- II. VERIFICATION OF COMPLIANCE WITH OPEN MEETINGS LAW**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. REVIEW AND ADOPT AGENDA**
- V. APPROVE MINUTES FROM PREVIOUS MEETING**
- VI. RESIDENT CORRESPONDENCE / PERSONS WISHING TO BE HEARD**
- VII. PUBLIC HEARINGS**
 - A. A Public Hearing will be held concerning the Country View Subdivision Final Plat approval located NE-SE, Sect. 30 T10N, R22E and SE-SE Sect. 30, T10N, R22E, by Country View Development, LLC., Tax key #06-079-0000.006.
 - B. Ordinance 2022-02: An Ordinance Amending, in part, and Repealing, in part, Title 9, Land Use Regulation, Chapter 1, Zoning, Section 2.06 of the Code of Ordinances, Town of Grafton, Wisconsin, Addressing the Use of Temporary Storage Containers in Non-Residential Zoning Districts and Removing the Public Hearing Requirement for Real Estate Field Offices and Other Structures Being Used in the Construction of Permanent Buildings in Residential and Non-Residential Districts.
- VIII. Consent Agenda Items**
- IX. OLD BUSINESS**
 - A. Update on nuisance property – Steven N. Tetzlaff at 359 Lake Shore Road, Tax Key# 060320400700.
 - B. Update on nuisance property – Michael Platt property at 2296 N GREEN BAY RD., tax ID# 06-006-07-005.00.
- X. NEW BUSINESS**
 - A. Invoice from Ozaukee Economic Development 2022 membership dues \$1,500.00.
 - B. Rental Agreement with Michels Construction.
- XI. APPOINTMENT OF COMMITTEES**
- XII. TOWN STAFF UPDATES**
 - A. Town Planner
 - B. Town Engineer
 - 1. MS4 Education
 - C. Town Attorney
 - D. Town Treasurer
 - E. Town Building Inspector
 - F. Town Public Safety Commissioners
- XIII. REPORTS**
 - A. Chair
 - B. Supervisors
 - 1. Supervisor Sykora – Town Hall Property Marketing Progress Update
 - C. Clerk
 - D. Monthly Treasurer’s Report
- XIV. PRESENTATION OF INVOICES**
- XV. ADJOURN**

Sara Jacoby, Clerk

Members of the Town Plan Commission, Board of Appeals, or other committees, boards, commissions, and authorities may attend and participate at this meeting, but will not take official action unless notice so provides. No qualified individual with a disability shall, by reason of that disability, be excluded from participation in or denied the benefits of the services, programs, or activities of the Town of Grafton, or be subjected to discrimination by the Town. If you are disabled and require special accommodations, please advise the Town no later than 5 working days before the scheduled meeting or activity.

**TOWN OF GRAFTON
BOARD OF SUPERVISORS MEETING
April 13, 2022**

I. CALL TO ORDER: Chairman Bartel Called the Meeting to Order at 7:04 P.M.

Present:

Chairman Lester A. Bartel, Jr.
Supervisor Tom Grabow
Supervisor Paul Melotik
Supervisor Karron Stockwell
Supervisor Tom Sykora

Assistant Engineer Bailey Brunner
Attorney Sara MacCarthy
Clerk Sara Jacoby

Absent:

Engineer Kevin Kimmes

II. VERIFICATION OF COMPLIANCE WITH OPEN MEETINGS LAW

A. Clerk Jacoby confirmed compliance with the Open Meetings Law.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

A. Pledge of Allegiance was recited by those in attendance.

IV. REVIEW AND ADOPT AGENDA

A. **ACTION:** Supervisor Sykora moved to adopt the agenda. Seconded by Supervisor Stockwell. Motion carried unanimously.

V. APPROVE MINUTES FROM PREVIOUS MEETINGS

A. **ACTION:** Supervisor Stockwell moved to approve the minutes from the previous meeting as amended. Seconded by Supervisor Sykora. Motion carried unanimously.

VI. RESIDENT CORRESPONDENCE / PERSONS WISHING TO BE HEARD

A. NONE

VII. PUBLIC HEARING

A. NONE

VIII. CONSENT AGENDA ITEMS

A. NONE

IX. OLD BUSINESS

A. NONE

X. NEW BUSINESS

A. NONE

XI. APPOINTMENT OF COMMITTEES

A. NONE

XII. TOWN STAFF UPDATES

- A. Town Planner – Assistant Engineer Brunner reported that the earthworks for the Country View subdivision was on target to complete in June or July.
- B. Town Engineer
 - 1. MS4 Education – Assistant Engineer Brunner identified possible stormwater regulations concerning Solar projects.
- C. Town Attorney
- D. Town Treasurer

- E. Town Building Inspector
- F. Town Public Safety Commissioners – Public Safety Officer Wolf discussed the hire of one (1) full-time firefighter/paramedic by the Village of Grafton and believed there would be no cost to the Town of Grafton.

XIII. REPORTS

A. Chair

1. Plan Commission Update – Chairman Bartel discussed changes recommended by the Plan Commission for the temporary use of Storage Containers in nonresidential areas.
2. Town Hall Property Progress Update – closing on the new Town Hall property is to be scheduled for the 29th of May.

B. Supervisors

1. Supervisor Grabow summarized a plan for internal financing for the Town Hall.
2. Supervisor Sykora – Town Hall Property Marketing Progress Update. Supervisor Sykora guided a conversation about pricing recommendations related to the property that was purchased previously as a site for the Town Hall.
3. Supervisor Melotik and Grabow gave updates and background on Ozaukee County's Clay Bluff Park Project.

C. Clerk

1. Annexation of Dommer Property – Clerk Jacoby report on the annexation of property to the Town of Port Washington; location detailed in the Meeting Packet.

C. MONTHLY TREASURER'S REPORT – NONE.

XII. PRESENTATION OF INVOICES

- A. **ACTION:** Supervisor Grabow moved to pay the invoices presented, seconded by Supervisor Sykora. Motion carried unanimously.

II. CONVENE INTO CLOSED SESSION– PURSUANT TO § 19.85(1)(C) & (G), WIS. STATS., TO CONFER WITH LEGAL COUNSEL REGARDING SALE AND ACQUISITION OF TOWN PROPERTY, INCLUDING TERMS OF OFFERS AND NEGOTIATIONS.

- A. **ACTION:** Supervisor Melotik moved to enter into closed session. Seconded by Supervisor Sykora. Motion carried unanimously.

III. RETURN TO OPEN SESSION– PURSUANT TO § 19.85(2), WIS. STATS., FOR ADDITIONAL DISCUSSION, EVALUATION, AND POSSIBLE ACTION.

- A. **ACTION:** Supervisor Stockwell moved to return to open session. Seconded by Supervisor Sykora. Motion carried unanimously.

XV. ADJOURN

- A. **ACTION:** Supervisor Grabow moved to adjourn, seconded by Supervisor Sykora. Motion carried unanimously.

To:	Board of Supervisors Town of Grafton	From:	Bailey Brunner Amanda Schaefer
File:	Country View Estates	Date:	May 11, 2022

Reference: Country View Estates – Final Plat Document Review

Engineering and planning have been working with the Developer / Applicant and their professional service firm in reviewing the construction and survey documents for the project.

Staff is recommending **Approval** of the Final Plat subject to fees and punch list items.

Final Plat

1. Adjust the Town of Grafton Clerk signature block on the Final Plat to read Sara Jacoby, Clerk.

Recorded Declaration of Restrictions

1. Article 1 – Section D - 1
 - a. Confirm relevance/need of comment regarding Lot 19
2. Article 1 – Section D – 2b
 - a. Town code requires driveways to be at least 12' from property line, revise from 10'
3. Article 1 – Section D – 5
 - a. Confirm minimum dimensions of "wide window trim"
4. Article 1 – Section D – 6
 - a. Confirm minimum dimensions of "wide patio door trim"
5. Article 1 – Section D – 10
 - a. Show corner fencing on site plan or exhibit
6. Article 1 – Section E – 7
 - a. Revise "Town of Grafton's Weed Control Ordinance" to "Town of Grafton Noxious Weeds Regulations"
7. Article IV – 1
 - a. Add the following statement at the end of the paragraph. "The Town of Grafton must receive an updated Declaration of Restrictions after any amendments are made and recorded"

STANTEC CONSULTING SERVICES INC.

Bailey Brunner EIT
Assistant Town Engineer
Phone: (262) 665-3507
Bailey.Brunner@stantec.com

Amanda Schaefer
Town Planner
Phone: (262) 665-4480
Amanda.Schaefer@stantec.com

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Assistant Town Engineer
Phone: (262) 665-3507
Bailey.Brunner@stantec.com

Amanda Schaefer
Town Planner
Phone: (262) 665-4480
Amanda.Schaefer@stantec.com



TOWN OF GRAFTON TOWN PLAT/STATE SUBDIVISION APPLICATION

1102 Bridge Street
Grafton, WI 53024
(p): 262-377-8500
(f): 262-377-0332
Website: www.towngrafton.org

A separate application form must be completed each time the issue appears before the Town Plan Commission or Town Board of Supervisors. A separate application form must also be completed each time Staff review of punchlist items is required. All information is required for each application. *If submitting applications via facsimile, please send copies of the front and back of the application as well as the front and back of the checklist (as applicable). Applications received without signature and all required information are considered incomplete and will not appear on the agenda or be reviewed by Staff.*

Applications for Agendas with attached submittals are due at least **45 days** prior to each meeting. Incomplete applications will not appear on the Town's agenda. A completed and signed Town Plat/State Subdivision Requirement Checklist must accompany the application indicating that all of the required information has been attached, as well as thirty (30) copies of all documentation. In addition, an electronic copy of all submittal information is also required. Please see the Town Plat/State Subdivision Requirements Checklist for additional submittal guidelines.

Pre-application Conference: All applicants requesting to be placed on the Planning Commission agenda must schedule a meeting with the Town Professional Staff or designee in a pre-application conference prior to being placed on the agenda. If it is determined by the Town Professional Staff that the preliminary application is sufficient and adequate information is provided, a written application and the required plan and information shall be submitted to the Town Clerk. The application will be placed on the next available Plan Commission agenda subject to established submittal time limits. *Please note that a pre-application conference must take place and revisions per Staff comments be completed prior to the 45-day deadline in order for materials to be submitted to the Town Clerk on time.*

PRELIMINARY FINAL PLAT (CIRCLE ONE)

- Pre-application Conference: Date 2/26/20
- Planning Commission Agenda Application: Date 5/4/22 (1st Wed. of Each Month)
- Board of Supervisors Agenda Application: Date 5/11/22 (2nd Wed. of Each Month)
- Staff review of punchlist items

Name of Project: Country View Submission - Phase 2

Tax Key No.: 06-079-0000.006

Location (lot/block, attach legal): Attached

Street Address: Meadow Breeze Lane, Grafton, WI 53024

Existing Zoning: A-1 Proposed Zoning: R2

Landowner of Record: Name: Country View Development, LLC

Address: 622 N. Water St. #500, Milwaukee, WI 53202

Phone Number: 414-975-8500 Fax Number: N/A

Email Address: info@countryviewgrafton.com

Applicant: Name: ~~XXXXXXXXXXXXXXXXXXXX~~ Same as Owner

(if different than owner) Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Engineer: Name: Northshore Engineering, Inc.

Address: 11433 N. Port Washington Rd, Mequon, WI 53092

Phone Number: 262-241-9400 Fax Number: _____

Email Address: jschneider@northshoreengineering.net

Surveyor: Name: Same as Engineer

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Owner's Name: Country View Development, LLC

Project: Country View Subdivision - Phase 2

Application/Agenda Fees:

The Town of Grafton employs staff (including Professional Service Staff) who aid in the review of each application. Each application requires review by several staff members. Professional Staff members include (but are not limited to) Engineers, Planners, and Attorneys. Professional Service Staff members bill on an hourly basis, at their current hourly rate. It is the responsibility of the applicant to pay for the time spent reviewing his/her application. All charges for review will be deducted from the applicant's escrow account. It is at the discretion of the Town what level of effort is required by each individual staff member in order to conduct a complete review. The Town, at its sole discretion, shall be empowered to impose a special charge for said review cost, payable with the next succeeding tax roll.

Application Fees

- Pre-Application Meeting (1-hour) Escrow Required (Minimum) \$250 w/ Engineering Staff
- Pre-Application Meeting (1-hour) \$250 w/ Planning Staff

Preliminary Plat - Initial Application

- Town Administration Fee \$250
- Public Hearing Fee \$300
- Map Amendment Fee \$250
- Town Plat/State Subdivision Review Impact Fees (assessed with building permit) Escrow Required (Minimum) \$2,500
- Park and Open Space \$2,000/new lot created
- Road \$929/new lot created

Final Plat - Initial Application

- Town Administration Fee \$250
- Recording Bond \$1,000
- Town Plat/State Subdivision Review Escrow Required (Minimum) Minimum of \$2,500

*Staff estimates that the total project cost to review the plats (preliminary and final), construction drawings, supplemental drawings, stormwater management plan, and to inspect the public improvement portion of the project will be \$1,500/lot. The per lot cost will vary dependent upon the total number of lots and the complexity of the development. This amount is not due at the Town prior to application, however, once the remaining escrow is reduced to \$500, the applicant will be required to replenish the escrow to the full amount prior to any further review by Staff or appearances at Town meetings.

**** Escrow must be replenished to initial required amount once account reaches 25% of original value. Per Town of Grafton protocol, Professional Staff is unable provide any review services specific to this application until escrow replenishment takes place. Any unused escrow will be refunded to the applicant after payment of all invoices. ****

****NOTE: The Town of Grafton reserves the right to deny an applicant an appearance at Town meetings due to insufficient funds.****

Subsequent reviews include Staff time required to review the completion of punchlist items generated from an appearance before the Plan Commission or Town Board. Subsequent applications shall be submitted to the Town Clerk with proper payment.

TOTAL AMOUNT RECEIVED: _____

By signing below, I represent and warrant that I am an authorized agent of the Applicant. I further warrant that I understand and agree to pay both the Town of Grafton's and the Town of Grafton Professional Staff's fees associated with this Application as well as any other subsequent submittal applications. I INDIVIDUALLY AND PERSONALLY GUARANTEE to the Town of Grafton payment for all costs owed by the Applicant under this Application or any other subsequent submittal applications, including, but not limited to, the attorney's fees and costs of collection incurred by the Town of Grafton in enforcing this contractual obligation.

Signature of Applicant: *Matt's Chen*

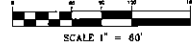
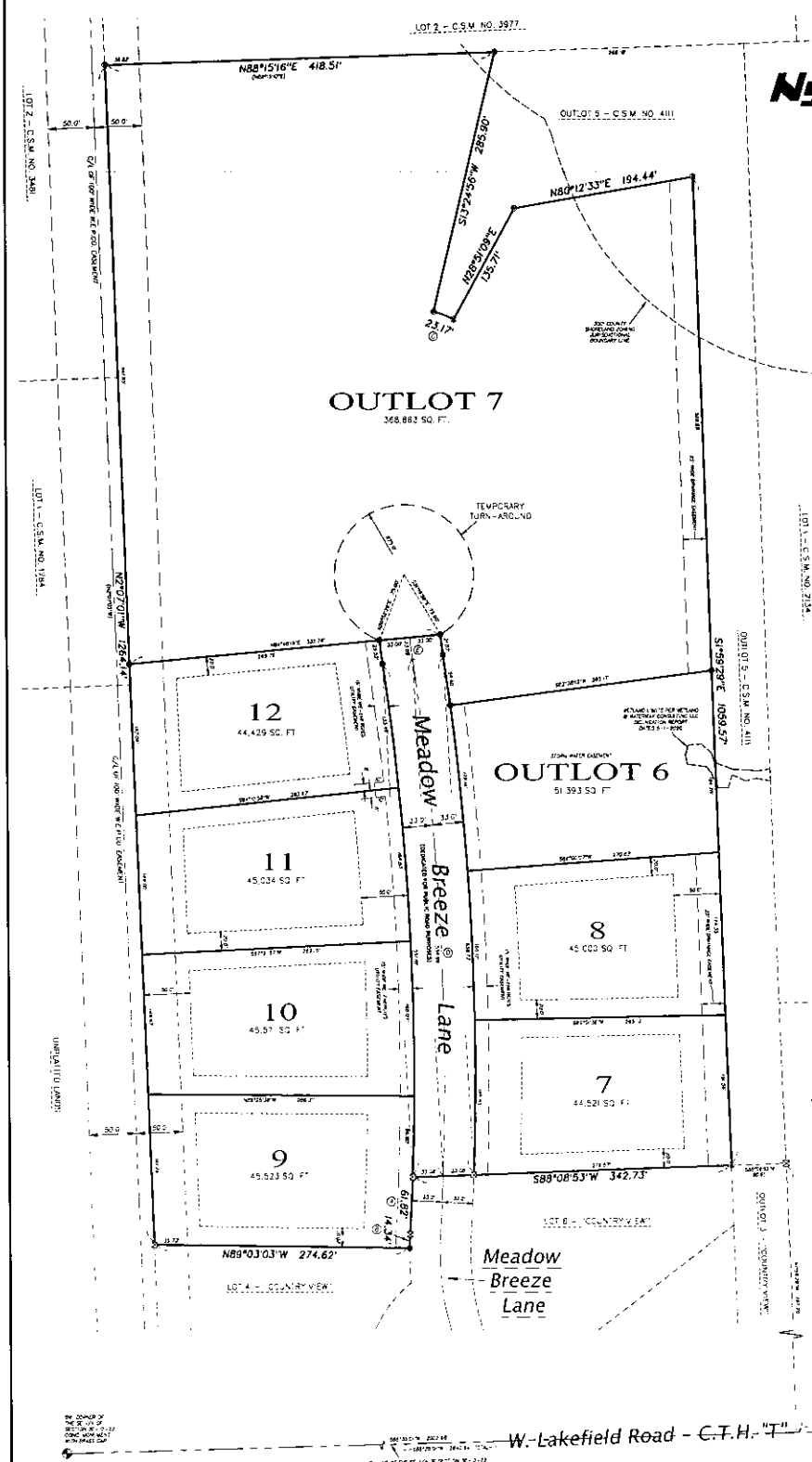
Date: 3/18/22

Please direct all correspondence to the Clerk who shall direct applicants to Town Staff as required:

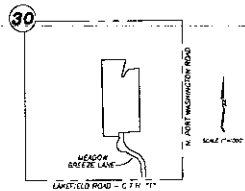
Lisa Kien, Clerk lkien@townofgrafton.org 262.377.8500

"COUNTRY VIEW PHASE 2"

A DIVISION OF OUTLOT 2 OF CERTIFIED SURVEY MAP NO. 4111, BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWN 10 NORTH, RANGE 22 EAST, IN THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN.



NORTH SHORE ENGINEERING, INC.
 Consulting Engineers & Land Surveyors
 11433 N. Pool Washington Rd., Mequon, Wisconsin, 53092
 (262) 241-8400 • FAX: (262) 241-8337
 www.northshoreengineering.com



LOCATION MAP
 SOUTHEAST 1/4 OF SEC. 30-T10-R22

LEGEND:

- DENOTES 1.315" STEEL PIPE (FOUND)
- ⊗ DENOTES 2.315" STEEL PIPE (FOUND)
- DENOTES 1.25" X 1/8" STEEL ROUND BAR, WEIGHING 4.73 LBS. PER LINEAL FOOT, SET
- ALL OTHER LOT AND OUTLOT CORNERS 1.315" STEEL PIPE, WEIGHING 1.68 LBS. PER LINEAL FOOT (SET)
- ⌒ DENOTES ALSO RECORDED AS DIRECTION OR DISTANCE
- ALL DISTANCES ARE MEASURED TO THE NEAREST ONE HUNDREDTH (0.01) OF A FOOT
- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83), SOUTH LINE OF THE SE 1/4 OF SECTION 30-T10-R22, WHICH BEARS S01°51'01" W

NOTES:

1. ALL LINES SHOWN UNLESS OTHERWISE NOTED ARE AS FOLLOWS:
 FRONT YARD = 50' 0"
 SIDE YARD = 50' 0"
 REAR YARD = 30' 0"
2. OUTLOT 1 TO BE OWNED BY THE COUNTRY VIEW HOME OWNERS ASSOCIATION FOR SEWER WATER MANAGEMENT THE LIT SITE
3. OUTLOT 1 OWNERSHIP TO BE RETAINED BY DEVELOPER FOR PUBLIC DEVELOPMENT
4. REFER TO SHEET 2 OF 2 FOR CURVE TABLE INFORMATION
5. THE FINAL PLAN SHOWS A STORM WATER EASEMENT AND A DRAINAGE EASEMENT FOR THE TOWN OF GRAFTON. IT IS UNDERSTOOD THAT THE TOWN OF GRAFTON DOES NOT GRANTER EASEMENTS FOR THE SOLE PURPOSE OF MAINTAINING THE SEDIMENT DETENTION BASINS AND THE TOWN OF GRAFTON SHALL HAVE THE RIGHT TO USE SUCH EASEMENTS FOR MAINTENANCE OF THE SEDIMENT DETENTION BASINS ONLY IF THE SUBSCRIBER OR THE TRANSFEREE HAS THE USE MAY BE FAILS TO MAINTAIN THE SEDIMENT DETENTION BASINS AS REQUIRED BY THE TOWN OF GRAFTON. THE SUBSCRIBER OR SUCH EASEMENTS DOES NOT CONVEY TO THE PUBLIC ANY RIGHTS OF ACCESS TO ALL OR ANY PORTION OF THE SUBDIVISION OR ANY RIGHT TO USE THE EASEMENTS EXCEPT AS AT THE RECEIPT OF SUBSCRIBER, THE TOWN OF GRAFTON AGREES TO ENTER INTO AN EASEMENT AGREEMENT WITH RESPECT TO SUCH EASEMENTS



Dated this 18th day of January, 2022
 Revised this 03rd day of March, 2022

There are no objections to this plan with respect to Sec. 236.15, 236.16, 236.20 and 236.23 of Wis. Stat., Wis. Stat. as provided by a 216 IL, Wis. Stat.

Certified: _____, 2022

Department of Administration

SUBSCRIBER
 COUNTRY VIEW DEVELOPMENT, LLC
 C/O WATSON CLARKE
 592 N. WAVER STREET, #500
 WAUKESHA, WI 53152
 762.476.8500

W. Lakefield Road - C.T.H. "T"

"COUNTRY VIEW PHASE 2"

A DIVISION OF OUTLOT 2 OF CERTIFIED SURVEY MAP NO. 4111, BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWN 10 NORTH, RANGE 22 EAST, IN THE TOWN OF GRAFTON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify THAT I have surveyed, divided, and mapped the plot of "COUNTRY VIEW PHASE 2", bounded and described as follows:

Outlot 2 of Certified Survey Map No. 4111, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 30, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 30, thence S89°35'01"W along the South line of said Southeast 1/4 Section, 637.55 feet to the Southerly extension of the East line of "Country View" subdivision, thence N1°59'29"W along said East line, 797.70 feet to the Southeast corner of Outlot 5 of Certified Survey Map No. 4111, thence S88°08'53"W along the Southerly line of said Outlot 5, 81.65 feet to the Southeast corner of Outlot 2 of Certified Survey Map No. 4111, and point also being the point of beginning of lands to be described, thence continuing S88°08'53"W along the Southerly line of said Outlot 2, 342.73 to a point in the West right-of-way line of Meadow Breast Lane; thence Southeasterly along said right-of-way line, being the arc of a curve to the right (having a radius of 2967.00 feet, whose chord bears S29°49'49"W, 61.82 feet) to a point of reverse curvature; thence Southeasterly along said right-of-way line, being the arc of a curve to the left (having a radius of 329.43 feet, whose chord bears S21°14'55"W, 14.34 feet) to the Southeast corner of said Outlot 2, thence N07°01'01"W along the West line of said Outlot 2, 1264.14 feet to the Northwest corner of said Outlot 2, thence N85°18'16"E along the Northerly line of said Outlot 2, 418.91 feet; thence S1°24'24"E along the Northerly line of said Outlot 2, 288.90 feet to a point on a curve, thence Southeasterly along the Northerly line of said Outlot 2, being the arc of a curve to the right (having a radius of 68.00 feet, whose chord bears S68°19'58"E, 21.01 feet); 23.17 feet; thence N85°18'16"E along the Northerly line of said Outlot 2, 135.71 feet; thence N01°21'33"E along the Northerly line of said Outlot 2, 154.44 feet to the Northeast corner of said Outlot 2, thence S1°59'09"E along the East line of said Outlot 2, 1055.57 feet to the point of beginning.

Said parcel containing 228,526 sq. ft. / 16.723 acres of land more or less.

THAT I have made such survey, land division and plot in the direction of COUNTRY VIEW DEVELOPMENT, LLC, the owner of said land.

THAT such plot is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the Town of Grafton Subdivision Regulations.

James G. Schneider
James G. Schneider P.L.S. No. S-2127



Dated this 8th day of January, 2023

OWNER'S CERTIFICATE OF DEDICATION

As owner, I hereby certify that I caused the land described on this plot to be surveyed, divided, mapped and dedicated as represented on this plot. I also certify that this plot is required by s. 236.02 or s. 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or opinion: 1) Department of Administration, 2) Town of Grafton, 3) Village of Grafton.

Witness the hand and seal of said owner this _____ day of _____, 20____.

BY COUNTRY VIEW DEVELOPMENT, LLC

IN THE PRESENCE OF

MATTHEW CLAPPER, Managing Member

STATE OF WISCONSIN
OZAUKEE COUNTY } SS

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

NOTARY PUBLIC - STATE OF WISCONSIN
My Commission expires _____, 20____.

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
OZAUKEE COUNTY } SS

I, Joshua Morrison, being duly elected, qualified and acting Treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unrecorded taxes or unpaid special assessments on _____ day of _____, 20____, affecting the lands included in the plot of "COUNTRY VIEW PHASE 2".

Dated _____, 20____, JOSHUA MORRISON, County Treasurer

TOWN TREASURER'S CERTIFICATE

STATE OF WISCONSIN
OZAUKEE COUNTY } SS

I, Bonnie Bartel, Treasurer/Administrator for the Town of Grafton, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 20____, on any of the land included in the Plot of "COUNTRY VIEW PHASE 2".

Dated _____, 20____, BONNIE BARTEL, Treasurer/Administrator

TOWN OF GRAFTON PLANNING COMMISSION APPROVAL
Resolved, that this Plot of "COUNTRY VIEW PHASE 2", in the Town of Grafton, by COUNTRY VIEW DEVELOPMENT, LLC, owner, is hereby approved by the Town of Grafton Plan Commission.

Dated this _____ day of _____, 20____.

LESTER BARTEL, Town Chairman

LISA KIEN, Clerk/Planner

TOWN BOARD APPROVAL
Resolved, that this Plot of "COUNTRY VIEW PHASE 2", in the Town of Grafton which has been filed for approval, be and hereby is approved by the Town Board.

APPROVED _____
LESTER BARTEL, Town Chairman

I, Lisa Kien, being the acting Clerk/Planner of the Town of Grafton, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Town Board of the Town of Grafton on the _____ day of _____, 20____.

LISA KIEN, Clerk/Planner

EXTRATERRITORIAL REVIEW AND APPROVAL - VILLAGE OF GRAFTON PLANNING COMMISSION APPROVAL

Resolved, that this Plot of "COUNTRY VIEW PHASE 2", in the Town of Grafton, by COUNTRY VIEW DEVELOPMENT, LLC, owner, is hereby approved by the Village of Grafton Plan Commission.

Dated this _____ day of _____, 20____.

DEBORAH A. BROWN, Secretary

KARLY OLSEN, Clerk

APPROVAL OF THE OZAUKEE COUNTY NATURAL RESOURCES COMMITTEE, COUNTY PLANNING AGENCY

Resolved, that this Plot of "COUNTRY VIEW PHASE 2", in the Town of Grafton, by COUNTRY VIEW DEVELOPMENT, LLC, owner, is hereby approved by the authority of the Natural Resources Committee of the Ozaukee County Board of Supervisors under the provisions of Section 7.1200 and Chapter 13 of the County Ordinance.

Dated this _____ day of _____, 20____.

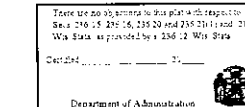
Chairperson, Natural Resources Committee

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by COUNTRY VIEW DEVELOPMENT, LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee, and TIME WARNER ENTERTAINMENT COMPANY, L.P., Grantee.

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

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



LOT	LENGTH	RADIUS	CHORD	BEARING	DELTA
7	185.85	3033.00	61.82	N0° 35' 34.5" E	3° 07' 59"
8	160.12	3033.00	160.40	N2° 29' 09.5" W	3° 01' 29"
9	86.89	2967.00	86.79	N1° 24' 39" E	1° 42' 34"
10	166.07	2967.00	168.65	N1° 01' 50" W	3° 12' 25"
11	164.93	2967.00	164.81	N4° 13' 53.5" W	3° 10' 58"
12	133.49	2967.00	133.48	N7° 06' 22" W	2° 54' 40"
OUTLOT 6	178.14	5633.00	178.12	N8° 40' 51.5" W	3° 21' 55"
OUTLOT 7	54.60	5633.00	54.60	N7° 52' 45.5" W	1° 01' 53"

CURVE	LENGTH	RADIUS	CHORD	TANGENT BEARING IN	BEARING	TANGENT BEARING OUT	DELTA
A	61.82	2967.00	61.82	S2° 14' 54" W	N2° 50' 45" E	S3° 16' 34" W	1° 11' 38"
B	14.34	329.43	14.34	S3° 29' 34" W	S2° 11' 45" W	S0° 58' 57" W	2° 29' 37"
C	23.17	86.00	23.10	S76° 58' 04" E	N68° 51' 58" E	S6° 08' 51" E	15° 22' 13"
D-W	551.48	2967.00	550.39	N2° 14' 55" E	N1° 24' 23" W	N8° 23' 42" W	10° 39' 38"
D-CL	554.89	3000.00	554.17	N2° 12' 14" E	N3° 05' 43" W	N8° 23' 42" W	10° 35' 58"
D-E	556.72	3033.00	557.93	N2° 09' 35" E	N3° 07' 03.5" W	N8° 23' 42" W	10° 33' 17"
E-W	25.52	461.86	25.51	N8° 23' 42" W	S6° 48' 40" E	N5° 13' 42" W	3° 09' 56"
E-CL	23.69	438.95	23.69	N8° 23' 42" W	S6° 48' 40" E	N5° 13' 42" W	3° 09' 56"
E-E	21.87	395.86	21.87	N8° 23' 42" W	S6° 48' 40" E	N5° 13' 42" W	3° 09' 56"





8 5 5 6 9 5 1
Tx:4391055

DOCUMENT NUMBER	DOCUMENT TITLE COUNTRY VIEW SUBDIVISION PHASE 2 DEVELOPER'S AGREEMENT
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Outlot 2 of Certified Survey Map No. 4111 recorded on September 21, 2020 as Document No. 1102042, being a division of Outlot 2 of "Country View" subdivision, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 30, Town 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin.

1133050
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
02/16/2022 11:21 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 32
EXEMPT #:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS Attorney Gregory J. Ricci Fox, O'Neill & Shannon, S.C. 622 North Water Street, Suite 500 Milwaukee, WI 53202 <i>\$30</i>

Parcel Identification Number (PIN):

06-079-0000.006



8 5 5 9 2 1 7
Tx:4392692

1134624

**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON**

03/24/2022 01:57 PM

REC FEE: 30.00

TRANS FEE:

PAGES: 21

EXEMPT #:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Attorney Gregory J. Ricci
Fox, O'Neill & Shannon, S.C.
622 North Water Street, Suite 500
Milwaukee, WI 53202

630

Parcel Identification Number (PIN):

06-079-0000.001:

06-079-0000.006

DOCUMENT NUMBER

DOCUMENT TITLE

**AMENDMENT AND RESTATEMENT
OF DECLARATION OF
RESTRICTIONS FOR COUNTRY
VIEW SUBDIVISION**

Part of Lot 2 of Certified Survey Map No. 2000 and part of Lot 1 of Certified Survey Map No. 2134, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 30, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin, which is bounded and described as follows: commencing at the Southeast corner of said Southeast 1/4; thence S 88°35'01" W, along the South line of said Southeast 1/4, 637.95 feet; thence N 01°59'29" W, 33.00 feet to the North Right of Way line of Lakefield Road and place of beginning; thence S 88°35'01" W, along the North Right of Way line of Lakefield Road, 272.40 feet; thence N 02°07'01" W, 267.00 feet; thence S 88°35'01" W, 410.00 feet; thence N 02°07'01" W, 1694.17 feet; thence N 88°15'16" E, 686.67 feet; thence S 01°59'29" E, 1965.06 feet to the North Right of Way line of Lakefield Road and place of beginning, but excluding Lots 1 through 6 and further excluding Outlots 3, 4 and 5 of Country View Subdivision.

**AMENDMENT AND RESTATEMENT
OF
DECLARATION OF RESTRICTIONS
FOR
COUNTRY VIEW SUBDIVISION**

Country View Development, LLC, a Wisconsin limited liability company, located at 622 North Water Street, Ste. 500, Milwaukee, WI 53202 (herein referred to as the "Declarant," which term shall also include any duly authorized agent of Declarant or Declarant's assignee.). Declarant is the owner of certain real estate located in the Town of Grafton, Ozaukee County, Wisconsin, as more particularly described in Exhibit A attached hereto, and hereafter referred to as "Country View Subdivision". Declarant desires to develop the Subdivision as a residential development intended for single-family dwellings. As provided herein, Declarant desires and intends to establish a general plan for the use, occupancy and enjoyment of the Subdivision, and, therefore, does hereby declare for the mutual benefit of present and future owners of lots in the Subdivision (the "Owners"), including, but not limited to, any "Future Stages of Development" (as defined in **Article VI**) added to the Subdivision as provided in **Article III** herein, that the Subdivision and the 13 lots (each a "Lot") that comprise the Subdivision shall be and hereby is subject to the following restrictions, declarations and covenants.

**ARTICLE I
BUILDING AND USE RESTRICTIONS**

A. General Standards.

All construction in the Subdivision shall be in accordance with the standards set forth in this Declaration. If any statutes, ordinances, rules, regulations, zoning codes, or building codes require Setbacks that are different from those provided in this Declaration, the provisions of this Declaration will apply if they are more restrictive.

B. Architectural Approval.

1. The Declarant shall maintain the integrity and aesthetics of the Subdivision until the Declarant turns over control of the Homeowners Association to its Members, at which time the Board of Directors of the Homeowners Association shall maintain the integrity and aesthetics of the Subdivision. The entity responsible for maintaining the integrity and aesthetics of the Subdivision shall appoint an Architectural Control Committee ("ACC") to perform such duties. All building plans for any home or other permitted improvements, including, but not limited to, the exterior design and color of each home to be constructed, and all yard grades and stake out surveys showing erosion control measures, shall be submitted to the ACC and the ACC shall have approved the same in writing prior to an Owner (or its agents or contractors) submitting an application for a building permit. In addition, basic site features such as fences, in-ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of the Subdivision are subject to the prior written approval of the ACC. The ACC's approval of building design, square footage requirements, home location, and any

other restriction influencing the integrity and aesthetics of the Subdivision shall be based upon the building and use restrictions contained in this Article I and such guidelines as may be adopted from time-to-time by the Declarant, at the Declarant's sole discretion. Following the ACC's approval, the Building Plans shall not be materially amended without the ACC's written consent. The ACC shall have the right to inspect the construction of any element that affects the integrity and aesthetics of the Subdivision to ensure conformity with the plans approved by the ACC or, in the event that construction occurs without prior written approval from the ACC, the ACC shall have the authority to stop further construction until such time as the ACC approves the project in writing.

2. Homes adjacent to, directly across from, or in the immediate vicinity of each other cannot be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the drawings for a home because another home in close proximity would be too similar in appearance.

3. Notwithstanding the setback requirement specified in **Section C** of this **Article I**, the orientation and precise location of each home and garage, as well as all other improvements on the Lot, must be approved in writing by the ACC and a building permit must be issued prior to any construction, it being intended that the ACC may, in its discretion, impose greater setback requirements than those permitted under Municipal ordinances in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the ACC deems advisable.

Additionally, the approval of the exact location of the home by the ACC may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of other properties.

4. The ACC may permit Improvements (other than the Home and garage) to be constructed, installed and located within the setback areas described above; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Lot Owners advising them of the proposed Improvement and affording them an opportunity to be heard with respect to the proposed Improvement. No Improvement shall be constructed, installed or located within the setback areas described below unless such permission has been granted by the ACC. The Improvements for which permission must be obtained include without limitation the following: fencing, gazebos, play sets, overhangs, attached porches, patios, dog runs and eaves.

C. Architectural Requirements and Guidelines

1. Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar unfinished additions into the calculations.

1 Story:	2,000 Square Feet
More than 1 Story:	2,400 Square Feet; First Floor 1,200 Square Feet Required.

For purposes hereof "more than 1 story" includes homes referred to as one and a half story, or two story.

2. Lot Setbacks

Front Yard:	50'
Rear Yard:	50'
Side Yard:	20' (50' aggregate)

D. Specific Construction Requirements

1. 2 1/2-Car Garage Minimum.

Each residence shall have a private garage suitable for parking not less than two and a half standard size automobiles nor more than four standard size automobiles. All attached garages shall be side or back entry. Garages on Lot 19 must be located on the north side of the residence. No garage shall be enclosed or otherwise altered to prevent the parking of at least two and a half standard size automobiles completely within such garage. Enclosure of garages by Declarant for temporary marketing, sales, construction, or office purposes is permitted provided such enclosures and offices are architecturally compatible with the residence.

Garages must be of sufficient size as to house all vehicles and recreational vehicles (i.e., boats, snowmobiles, waverunners, riding mowers, etc.). All recreational vehicles, non-street legal vehicles, vehicles with advertising, rusty vehicles, or vehicles parked longer than one month must be stored in the garage.

2. Driveways & Culverts

(a) A driveway approach with galvanized steel culvert (15"W x 20"L min.) shall be properly installed as to grade and drainage, in its permanent location, and covered with crushed gravel, before any materials or construction equipment are moved on to any Lot within the Subdivision. All driveway approaches between the paved roadway and the right of way line shall be covered in asphalt or concrete at the Owner's expense.

(b) Each Lot shall be allowed only one driveway. Said driveway shall not be located closer than ten (10) feet to a side lot line. Lot Owners may petition the ACC for a driveway/culvert crossing on a second street frontage.

(c) Use of a roadside ditch for ingress or egress to any Lot is strictly forbidden. The size of the culvert shall be determined and approved by the Town of Grafton Engineer.

(d) Each Lot shall be improved by the Lot Owner with an asphalt, brick, concrete or stone paver driveway extending from the street right-of-way to the garage within 90 days following issuance of an occupancy permit for the home, or if said permit is granted after September 15, then said completion shall be achieved prior to June 1 of the following year. Materials other than asphalt, brick or concrete shall only be allowed if approved by the ACC. A plot plan showing the location of the drive shall be submitted to the ACC for its prior approval.

3. Basements

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall

architecture of the residence.

4. Exterior Materials

The exterior siding of a home shall be made of natural materials. Natural materials include: face brick, stone, wood, and any other natural material approved by the ACC. Manmade rock, stone or brick facing may be used in some applications if approved by the ACC. Fiber cement siding and trim materials (commonly known as "hardiplank.") is acceptable. Vinyl, aluminum, steel, masonite, engineered wood, and resined fiberwood siding products are prohibited. Standing seam metal may be approved in certain instances. Windows, doors, patio doors and garage doors, of wood, vinyl, masonite or clad in aluminum are acceptable.

The ACC at its discretion may regulate the natural material on the front facade of any home to ensure architectural consistency.

In all cases, external chimneys shall be faced with a natural material that is also contained elsewhere on the home.

5. Windows

Each home sided with cedar or hardiplank is required to use wide window trim (rough sawn cedar or hardiplank) on every window. Whichever is used on the front of the home, then must be used on the sides and the rear of the house to maintain architectural consistency.

If window grills (mullions) are used, the style used on the front of the home is the style that is required on the sides and the rear of the home to maintain architectural consistency.

There shall be no windowless elevations.

6. Patio Doors

Each home is required to use wide patio door trim (rough sawn cedar or hardiplank) on every patio door. Whichever trim is used as the window trim is required to be used as the patio door trim. Exceptions to this requirement may be allowed if written approval is granted by the ACC.

7. Corner Boards

Each home utilizing rough sawn cedar or hardiplank siding is required to use rough sawn cedar or hardiplank corner boards on all corners of the home. The type of corner boards that are used on the front of the home then must be used on the sides and the rear of the home to maintain architectural consistency.

8. Hardiplank Wrapped Exterior

The exterior of the home may have hardiplank soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, and fixture blocks.

9. Roof

All roof designs shall meet the requirements in the most current International Residential Code. A residence with a pitched roof shall be made of architectural grade fiberglass asphalt shingles, wood shingles, wood shakes, slate or 24 gauge standing seam metal.

Roof pitches on the main portions of a pitched home must be a minimum of 8:12 (8 feet in height for each 12 feet in length). Architectural features may have less pitch if approved by the ACC. The ACC will be acting reasonably, to maintain architectural consistency, if it does not approve a reduced pitch roof style home. Flat roofs must be made of black 90 mil EPDM membrane or vegetated / plaza roof systems, with a minimum slope of 1/2:12.

10. Fences

Only two-rail split-rail white vinyl fencing is allowed, except around in-ground pools. Only one fence per shared Lot line. All fencing must be approved by the ACC prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, any fence erected on any Lot shall be four (4) feet from the graded surface of the ground on which it is erected.

Fences are not allowed to encroach into utility easements without permission from the utility companies stated in such easements (e.g., WE Energies, AT&T, and/or Spectrum). Each Lot Owner is advised to contact the applicable utility companies (e.g., WE Energies, AT&T, and/or Spectrum) in the event they want to encroach into a utility easement to make sure they understand all restrictions and rules regarding such easements. In the event a fence is permitted by the above utilities, an access gate shall be provided within said easement.

Fences are not allowed to encroach into drainage easements without permission from the Town of Grafton.

Each Lot Owner is advised to contact the Town of Grafton in the event they want to encroach into a drainage easement to make sure they understand all restrictions and rules regarding such easements. In the event the Town of Grafton permits a fence, an access gate shall provide within said easement.

The HOA intends to install corner fencing on all Lots. This work may occur before or after a Lot is sold and the HOA and/or its contractors, assignees, etc will not be considered to be trespassing when performing such work on a Lot. No Lot Owner shall be allowed to hinder such work from being performed.

11. Additions to the Exterior Home

Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the Town of Grafton and ACC. All future additions are subject to the architectural controls of this Declaration and the building permit requirements of the Town of Grafton.

All structural additions must be designed by a licensed architect or engineer.

12. Antennas

Roof mounted radio/TV antennas are strictly prohibited. Ground mounted antenna towers, C-band direct broadcast satellite dishes (> 1 meter in diameter), and other equipment for receiving or sending audio or video messages or transmissions are prohibited. Internal attic-installed radio/TV/HDTV antennas are preferred. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must comply with Town ordinances.

13. DBS Satellite Dish.

The locations of all direct broadcast satellite (DBS) dishes require the approval of the ACC, which approval shall not be unreasonably withheld. The ACC shall not place any restrictions that impair the installation, maintenance, or use of such antennas and satellite dishes that would be in violation of 47 C.F.R. Section 1.4000. All antennas and satellite dishes must be one meter or less in diameter. DBS Satellite dishes shall not be located on any front (roadside) elevation of a home.

14. Clotheslines

Clotheslines may be installed and/or as on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot

15. Pools

No permanent above-ground pools shall be installed. In-ground or seasonal above-ground pools (portable wading pools of a depth not to exceed 24") may be installed on a Lot only with the approval of the ACC, which will be acting reasonably if it does not approve an above-ground pool, or an in-ground pool which is not completely enclosed by a secure wall or fence of a minimum of four (4) foot elevation, with a self closing and self latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least four (4) feet between the fence and an in-ground pool. In-ground pools require Town of Grafton approval.

16. Walkways

All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick, or flagstone. Asphalt walks are not allowed.

17. Decks

Decks must be located to the rear of the home. All decks must be approved by the ACC and Town of Grafton prior to installation

Decks may be constructed of treated wood or maintenance free recycled materials as long as the material is in harmony with the adjacent home.

18. Patios

Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone, or similar materials as long as the material is in harmony with the home and approved by the ACC.

19. Porches

Porches (Front/Wrap Around) shall integrate with the architecture of the home. Porches may be constructed of pressure treated wood, maintenance free recycled materials or other natural insect/disease resistant woods as long as the material is in harmony with the home and approved by the ACC.

20. Fixed Grills

All fixed grills must be approved by the ACC. Permanent grills shall be placed behind the rear elevation of the home and should not be placed within ten (10) feet of the side and rear property lines.

21. Animals and Pets

No livestock, poultry, reptile, dogs, cats, or other animal of any kind shall be raised, bred or kept on any Lot, except that a total of two usual and customary household pets as may be approved by the Board from time to time may be kept on a Lot so long as not kept, bred or maintained for any commercial purpose or in an unreasonable manner.

It is understood that dogs and cats are approved household pets. The right of any person or entity to keep any pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner or person or entity and is not allowed to run at-large and in that regard, excessive barking by dogs, as determined by the Board, shall not be permitted. No dangerous dogs as defined by the Board may be kept on any Lot.

22. Dog Kennels

Dog kennels shall be attached to the home in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC shall condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

23. Utilities

All utilities must be rear loaded and installed underground.

24. Solar Collectors

No exterior active solar collectors shall be erected, installed, or used unless presented in Drawings and approved by the ACC.

E. Landscaping Requirements and Guidelines

1. Grading

To maintain Storm Water Management, the Declarant and the Town, their agents, employees, or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, or correction of any drainage condition, and the owner is responsible for the costs thereof. Owner shall be provided with a written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Declarant or Town will rectify such condition at Owner's cost.

2. Ponds

No ponds shall be constructed on a lot without the prior approval of the Town and the ACC. Rain gardens are encouraged to help slow the rates of storm water runoff. Rain gardens shall require the approval from the ACC and the Town of Grafton prior to installation.

3. Lawns

Permanent lawns shall be installed in accordance with the Drawings approved by the ACC and shall be completed within 90 days following the issuance of the occupancy permit for the home, or if said permit was granted after September 15, all permanent lawns shall be completed on or prior to June 1 of the following year.

4. Plantings

Plantings (other than turf grass or Prairie plantings) and landscaping are not allowed within drainage easements without the approval of the Town of Grafton.

(a) Native Plantings

Each Lot Owner is encouraged to use native Wisconsin plants when preparing their yard with landscaping.

(b) Shade Trees

Each Lot Owner is responsible for planting a minimum of two (2) shade trees in the front yard of the Lot. Each tree must be a minimum of 2.5" caliper. Shade trees shall be installed in accordance with the plan approved by the ACC and shall be completed within 90 days following the issuance of the occupancy permit for the home, or if said permit was granted after September 15, tree planting shall be completed on or prior to June 1 of the following year.

(c) Placement

All plantings must be a minimum of 10 feet inside each Lot line so as not to

encroach on adjacent Lots as plantings mature.

5. Vision Triangles

There shall be no planting of perennials, shrubs or trees that exceed a height of thirty (30) inches within the vision triangles located at the intersection of all streets. Refer to the Town Ordinances to determine the size of the vision triangle.

6. Retaining Walls

Retaining walls are to be built out of boulders, poured concrete, or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures.

7. Maintenance

Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of turf grass on the Lot.

Until turf grass is planted on each Lot, the Lot Owner shall be responsible for compliance with the Town of Grafton's Weed Control Ordinance.

Each Lot Owner is responsible for keeping the lawn, and the roadside ditch to the gravel shoulder, in good maintenance. Should the landscape be left in an unmaintained state so as to become a nuisance or an eye sore, the Association retains the right to remedy the nuisance and assess the costs back to the Lot Owner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the Association can take action.

F. Construction Deposit

1. At the time of closing on a Lot, a construction deposit in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) ("Construction Deposit") shall be collected from the Lot Owner and held in an escrow account by Declarant.

2. This Construction Deposit is required to assure compliance with the terms and conditions which deal with contractor damage to tile system, cleanup, damage to the street, installation of the culvert and security that the Lot Owner and its contractors will take adequate measures to protect the roadside ditch and common landscaping installed during the construction and landscape process.

3. In the event the Lot Owner is unable to obtain compliance of its contractors, fails to install the properly sized culvert or damage occurs to the drainage tile system or the subdivision's Common Areas, rendering cleanup, installation, repair, or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that the Construction Deposit has been exhausted, the cost thereof shall become a special assessment against the Lot under Article II of the Declaration.

4. In the event that no deductions are made or there is a balance remaining after any

deduction, the balance of the Construction Deposit shall be returned to the Lot Owner upon completion and the first occupancy of the residence, within thirty (30) days of the Lot Owner's written request.

G. Utility Deposit

1. At the time of closing on a Lot, two utility deposits, in the amounts listed below, when taken together constitute the ("Utility Deposit"), shall be collected from the Lot Owner and held in an escrow account by Declarant.

- (a) Electric Utility Deposit shall be One Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$1,434.00).
- (b) Gas Utility Deposit shall be Three Thousand Six Hundred Twenty-One and 00/100 Dollars (\$3,621.00).

2. This Utility Deposit is required to assure completion of the utility connections to every Lot, within 5 years of when the utility mainlines were installed in a given Phase of the Subdivision.

3. In the event the Lot Owner is unable to, or fails to, install a gas and/or electric meter on their Lot within that 5-year timeframe, such costs will be deducted from the Utility Deposit in the amounts stated above and transferred to the Declarant and/or the Declarants Assignee.

4. In the event that no deductions are made, or there is a balance remaining after any deduction, the balance of the Utility Deposit shall be returned to the Lot Owner upon completion and the first occupancy of the residence, within thirty (30) days of the Lot Owner's written request.

H. Construction Damage (General, Common Areas, Drainage Tile)

1. Each Lot Owner shall be responsible for any damage to any other Lots, the Common Areas, the Common Improvements, or any public and private improvements or facilities the Declarant has constructed or installed under contract with a municipality or governmental agency, caused by said Lot Owner, its agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation, street cleaning and repairs, roadside ditch repair, or due to the depositing of fill or construction refuse. Any such damage shall be fully restored or cleaned up immediately at the sole cost and expense of the responsible Lot Owner. In the event either the Declarant or the Association incurs any cost or expense due to any such damage, the responsible Lot Owner shall reimburse the Declarant or the Association, as applicable, upon demand for all costs incurred, including reasonable attorney fees, together with the interest thereon at 12 percent per annum accruing from the date incurred until paid in full.

2. Each Lot Owner shall be responsible for any damage to the drainage tile system within the Subdivision caused by said Lot Owner, its agents, employees, contractors, or invitees. In the event any building, landscaping or other improvements constructed on a Lot damage or adversely affect the functioning of the Subdivision drainage tile system, the Lot Owner shall at the sole cost and expense of the Lot Owner, repair, replace and, if necessary for the drainage system to continue to properly function, relocate the drainage tile system around the foundation of the Building, driveway,

or other improvement. Under no circumstances shall a Lot Owner permit a damaged or impaired drainage tile system to remain damaged or impaired. Any such damage or impairment which is not repaired, restored, or rerouted by the Lot Owner may be repaired, restored, or rerouted by the Association and any costs, including reasonable attorney fees, incurred by the Association together with interest thereon at the rate of 12 percent per annum accruing from the date incurred until paid in full shall be reimbursed by the responsible Lot Owner.

3. In the event either the Declarant or the Association incurs any costs or expenses, including reasonable attorney fees, such costs and expenses shall become a special assessment against the Lot under Article II of this Declaration.

I. Construction

1. All homes, garages, landscaping, and paved driveways shall be completed within 18 months from the start of construction. Declarant or the Homeowners Association, as the case may be, may complete the landscaping and driveway after the 18 month time period and charge the Owner for all costs incurred to complete the work, which charge may be secured by a lien on the improved Lot. If an Owner chooses to leave the Lot vacant indefinitely, the Lot shall be maintained in accordance with all applicable federal, state, county and municipal laws, codes, regulations, and ordinances. If the Lot is not maintained, Declarant or the Homeowners Association may hire a contractor to maintain the lot and charge the Owner for all costs incurred by Declarant or Homeowners Association, which charge may be secured by a lien on the Lot.

2. All Lots shall be graded immediately upon completion of construction. The grade shall thereafter be maintained to strictly comply with the comprehensive grading plan and erosion control standards for Country View Subdivision approved by the Town. Strict compliance with such grading plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Lots.

3. The storm water retention ponds located on Outlots (as shown on the Final Plat) have been created and were required by the Town to assist in the removal and retention of storm water from Country View Subdivision. The storm water retention ponds *are* not intended to be used for swimming or as recreational facilities, and any such use of the storm water retention ponds is strictly prohibited. Any persons entering the storm water retention ponds do so at their own risk. By purchase of a Lot in Country View Subdivision, each Owner and its respective successors, assigns, heirs and personal representatives, waives, to the fullest extent permitted by law, any and all claims or liability for damages against the Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, successors and assigns, arising from, or relating to, bodily injury or property damage sustained in or about, or resulting from the use or existence of, the storm water retention ponds. In addition, each Owner, and their successors, assigns, heirs and personal representatives, agrees to indemnify, defend and hold harmless Declarant, the Homeowners Association, and their respective agents, contractors, employees, officers, directors, shareholders, successors and assigns, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees), including those arising from any death, bodily injury or property damage sustained in or about, or resulting from the use or existence of, the storm water retention ponds brought by any member of the Owner's family, the Owner's invitees, or guests.

J. Enforcement

Declarant shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse Declarant for all costs and expenses, including attorneys' fees, incurred by Declarant in enforcing the terms, conditions and restrictions contained in this Declaration. Any Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Owner's Lot without first obtaining the prior written approval of Declarant shall, at Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to Declarant.

The Owners, by the purchase of their Lots, agree that Declarant shall not be held liable for any good faith decision or decisions made by Declarant in enforcing the terms, conditions and restriction contained herein and in preserving the integrity and the natural beauty of the Country View Subdivision.

At such time Declarant determines, in its discretion, Declarant shall delegate or assign the authority and responsibilities of Declarant contained herein to the Homeowners Association established according to Article II herein.

The Declarant may advance funds to the Association from time to time. Any such advances shall be treated as loans ("Declarant Loans") from the Declarant to the Association, with interest at an annual rate equal to the reference rate in effect from time to time at BMO, Milwaukee, WI. Notwithstanding anything to the contrary in this Declaration, until such time as all Declarant Loans are repaid in full, the Declarant shall be entitled to appoint all members of the Board of the Association

ARTICLE II

COUNTRY VIEW HOMEOWNERS ASSOCIATION

1. All Owners of Lots in Country View Subdivision shall be members in a Wisconsin nonstock, nonprofit corporation to be named the Country View Homeowners Association (herein referred to as the "Association"). The Association shall be created for purposes of: (a) managing and controlling the common affairs of Country View Subdivision, (b) owning, managing, controlling, and maintaining any Common Areas in Country View Subdivision (as defined below), and (c) performing other duties as set forth herein for the common benefit of the Owners. For purposes of this Declaration, the Declarant shall be deemed a Lot Owner until such time as the Declarant and the Declarant's Assignee no longer hold any interests in the real estate comprising the Country View Subdivision, as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

2. The term "Common Areas" shall include the following areas of Country View Subdivision, and any areas designated as Common Areas in any future stages of development of Country View Subdivision added to this Declaration in accordance with Article III (hereafter referred to as "Future Stages of Development"):

- (a) Any Outlots owned by the Association as reflected on the Subdivision Design Map.
- (b) Any retention ponds, road islands, cul-de-sac green spaces, or conservancy areas, as shown on the "Subdivision Design Map".
- (c) The grass areas, and any fencing and landscaping, contained within the unimproved portions of any public rights-of-way included with the lands subject to this Declaration.
- (d) All Common Areas and related facilities shall be used for the common benefit of the Owners of Lots in Country View Subdivision. Such Common Areas shall not be used for recreational or other activities by any Owner unless in accordance with the terms, conditions and restrictions contained herein or as are hereafter adopted or otherwise approved by the Association. The Declarant shall have the right to erect signs in the outlots and common areas to promote the sale of Lots. Any signs, monuments, structures or other common facilities constructed by Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or the Association (as the case may be) so as to be neat and attractive in appearance. The Association shall properly maintain the Common Areas so that they are neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). The Association shall maintain all storm water drainage facilities (retention ponds) so as to ensure that they function properly. The obligation to maintain the storm water retention ponds includes, but is not limited to, the obligation to clean and dredge such facilities as necessary and/or specified by any relevant manual for maintenance of the same supplied by the engineer who designed the ponds. Any plantings or signs placed in Country View Subdivision by Declarant or the Association at any of the entry locations to the subdivision shall also be considered Common Areas, and shall be cared for and maintained in the same manners as described above. Any portion of the Common Area within the public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

3. The Association shall be governed by a three member Board, hereinafter referred to as the "Board," which shall be authorized to manage the Association. The initial members of the Board will be appointed by Declarant.

4. To qualify as a member of the Board, a person must be either an Owner or a duly designated officer, agent, or representative of an Owner.

5. The term of office of the initial members of the Board (which have been appointed by Declarant) shall commence upon the date of recording of this Declaration and shall continue until three calendar years after the later of (i) the sale of the last lot owned by the Declarant in Country View Subdivision then subject to this Declaration; or (ii) the repayment of all Declarant Loans; provided, however, in the event Declarant, during such three year period, adds Future Stages of Development to this Declaration pursuant to Article III herein which results in Declarant again owning any Lots subject to the Declaration, then the initial term of the Board shall continue in full force and effect until three calendar years after the sale of the last lot owned by the Declarant in Country View Subdivision then subject to this Declaration. During such initial term, Declarant shall have the right to appoint, remove or replace all three members of the Board. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any

time or times during such initial term.

6. Subject to the rights of Declarant as provided in Article II, Section 5 above, the election, duties, and powers of the Board shall be as provided in the Bylaws of the Association.

7. The Board shall levy and collect assessments in accordance with the following:

(a) The Owner of each Lot shall be subject to a general annual assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of an Owner of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to this Declaration (including Future Stages of Development if, and when, the same are added to this Declaration) at the time of the assessment. General Assessments shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Areas; equipment; materials; labor, management and supervision thereof; and, all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot Owner for the failure of such Lot Owner to: maintain said Owner's Lot in accordance with the reasonable standard of the subdivision; install the seeding, sodding, and/or mulching of the Lots; install street trees and landscaping required under Article I herein; and/or, failure of said Owner to comply with the terms, conditions and restrictions contained in this Declaration. Herein General Assessments and Special Assessments are sometimes collectively referred to as "Assessments."

(b) Declarant shall not be required to pay any assessment on any Lots owned by Declarant.

(c) Assessments shall be approved at a duly convened meeting of the Board.

(d) Written notice of an Assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.

(e) Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(f) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the Lot against which the Assessment was made.

(g) The Board may record a document with the Register of Deeds in Ozaukee County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any

such document or the collection of an Assessment shall be borne by the affected Owner.

(h) Upon application by any Owner, any member of the Board may, without calling a meeting of the Board, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Board, and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.

(i) Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all of the Association's costs in collecting the Assessment, including, but not limited to, attorneys' fees.

8. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of the Declarant. After the initial term, the Board shall not have the power to make Additional Improvements having a cost in excess of Five Thousand Dollars (\$5,000.00) without the consent of sixty-six percent (66%) of the then current Owners.

9. Members of the Board shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

10. Failure of the Association or the Board to enforce any terms, conditions, or restrictions contained in this Declaration, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

11. Declarant and/or Board may outsource management and administrative tasks, including but not limited to, dues collection and the hiring of contractors. During such time as the Declarant holds any Lots in the Subdivision, Declarant and/or Board shall engage Modern Architecture & Development, LLC, a Wisconsin limited liability company ("MAD") to undertake such outsourced management and administrative tasks, if MAD agrees to undertake such management and administrative tasks; provide, however the fee for doing such management and administrative tasks are commercially reasonable. Notice is given that the sole member of MAD is related to the currently sole member of Declarant.

12. Declarant shall retain control of the ACC until such time that all Lots have been built upon or Declarant chooses to relinquish control of the ACC to the Board.

ARTICLE III

FUTURE STAGES OF DEVELOPMENT OF COUNTRY VIEW SUBDIVISION

The Declarant, its successors and assigns shall have the right, after the effective date hereof, to add Future Stages of the Development to the real estate subject to this Declaration, provided such Future Stages of Development be or become adjacent to the real estate that is or becomes subject to this Declaration or any supplemental declaration. The Future Stages of Development authorized under this Article III shall be added by recording a Supplemental Declaration of Restrictions with respect to such Future Stages of Development, which shall extend the provisions of this Declaration to such Future Stages of Development, and shall indicate any provisions, which differ from the provisions of this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Lots and adding to the Common Areas, and all amendments and modifications incidental thereto, such Supplemental Declarations shall not otherwise revoke, modify, amend, or add to the covenants established by this Declaration or any prior Supplemental Declaration.

Certain roads in Country View Subdivision and Future Stages of Development terminate or may terminate at the then current boundaries of the subdivision. Owners are hereby put on notice that said roads (or any other roads which may be located over outlots owned by the Declarant) may be connected with or extended to other roads in Future Stages of Development or in lands owned by others if such extension or connection is approved by the City, Ozaukee County or other public entities having jurisdiction. No Owner shall have the right to object to any such road extension or connection, nor shall any Owner have the right to claim that it has incurred a loss or damage as a result thereof.

ARTICLE IV

AMENDMENT PROVISIONS

1. Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of Lots having at least sixty-six percent (66%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the Town of Grafton, (ii) the Declarant, so long as it shall be a Lot Owner, and (iii) the Board. The Declarant also retains the right to amend this Declaration as the Declarant deems necessary until such time as the Declarant divests itself of all interest in the property comprising the Country View Subdivision as more particularly set forth in the Subdivision Plat.

ARTICLE V

TERM AND BINDING EFFECT

This Declaration and any amendments shall be in force for a term of 30 years from the date the Declaration is recorded. Upon the expiration date of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then-current term a Notice of Termination is executed by the Owners of at least sixty-six percent (66%) of all Lots and their mortgagees, is consented to by the Town of Grafton, and the Declarant, so long as the Declarant is deemed to be a Lot Owner, and is

thereafter recorded in the Office of the Register of Deeds of Ozaukee County. This Declaration shall be binding upon all Owners and any other person claiming under or through Declarant.

ARTICLE VI

CERTAIN DEFINITIONS

1. "Lot" or "Lots" means any of the plots of land, including outlots, as shown on the Subdivision Plat.
2. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Properties.
3. "Properties" means the real estate collectively known as the Country View Subdivision, and all additions thereto, as are subject to this Declaration or any amended or supplemental declaration.
4. "Subdivision Design Map" means the visual design, layout, phasing, and labeling that makes up Exhibit B.
5. "Subdivision Plat" means the map or plat of the Country View Subdivision as initially filed for record with the Ozaukee County, Wisconsin Register of Deeds on January 17, 2008 as Document No. 0876615 and any amendment thereto, or subsequent Plat, upon the filing of same with the Ozaukee County, Wisconsin Register of Deeds.
6. "Future Stages of Development" means any nearby land, not currently a part of the "Subdivision Design Map," that becomes a part of the subdivision at a future date.

ARTICLE VII

ASSIGNMENT

Declarant shall have the right to sell, assign, transfer or convey all of the rights and obligations of the Declarant hereunder to any person or entity (the "Assignee"). Any such transfer shall be in writing and recorded with the Ozaukee County, Wisconsin Register of Deeds. Upon the effective date of any such sale, assignment, transfer or conveyance, the Assignee shall become the Declarant.

ARTICLE VIII

RESTRICTION ON RESALE OF LOTS

Except for the Declarant, unless otherwise agreed to in writing by the Declarant (or if the Declarant is not then in existence, MAD), no Lot Owner who has not completed the construction of a home that complies with the requirements of Article I hereof on such Lot Owner's Lot shall sell such Lot for an amount greater than the sum of (a) the purchase price paid for the Lot, plus (b) the Lot Owner's actual out of pocket costs and expenses for labor and materials used for capital improvements for the Lot provided. In addition, Declarant (or if the Declarant is not then in existence, MAD), shall have the right of first refusal to purchase said Lot and any associated capital improvements.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions this _____ day of _____, 2022.

COUNTRY VIEW DEVELOPMENT, LLC

By: _____
Matthew Clapper, President

STATE OF WISCONSIN
COUNTY OF OZAUKEE

Personally came before me this _____ day of _____, 2022,
the above-named Matthew Clapper, to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, State of Wisconsin

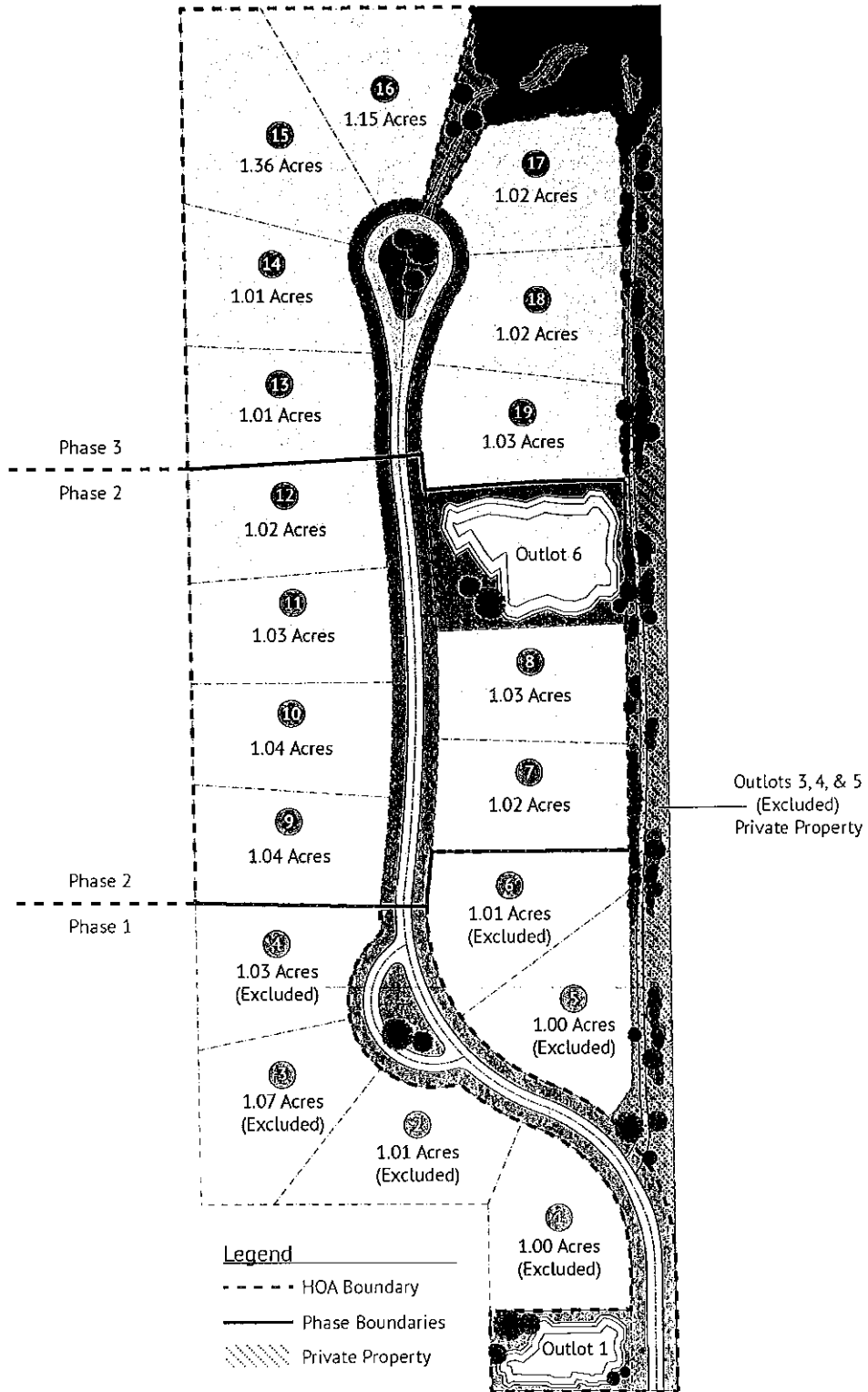
My commission: _____

This instrument was drafted by:
Attorney Gregory J. Ricci
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, WI 53202

EXHIBIT A**LEGAL DESCRIPTION COUNTRY VIEW SUBDIVISION**

Part of Lot 2 of Certified Survey Map No. 2000 and part of Lot 1 of Certified Survey Map No. 2134, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 30, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin, which is bounded and described as follows: commencing at the Southeast corner of said Southeast 1/4; thence S 88°35'01" W, along the South line of said Southeast 1/4, 637.95 feet; thence N 01°59'29" W, 33.00 feet to the North Right of Way line of Lakefield Road and place of beginning; thence S 88°35'01" W, along the North Right of Way line of Lakefield Road, 272.40 feet; thence N 02°07'01" W, 267.00 feet; thence S 88°35'01" W, 410.00 feet; thence N 02°07'01" W, 1694.17 feet; thence N 88°15'16" E, 686.67 feet; thence S 01°59'29" E, 1965.06 feet to the North Right of Way line of Lakefield Road and place of beginning, but excluding Lots 1 through 6 of Country View Subdivision and further excluding Outlots 3, 4 and 5 of Country View Subdivision.

EXHIBIT B SUBDIVISION DESIGN MAP



Boxes Checked Are Applicable.
Boxes Not Checked Are Not Applicable.

IRREVOCABLE STANDBY LETTER OF CREDIT

Port Washington State Bank
206 N. Franklin St. / P.O. Box 176
Port Washington, WI 53074
(NAME AND ADDRESS OF ISSUER)

BENEFICIARY
 Town of Grafton
 1102 Bridge St.
 Grafton, WI 53024

LETTER OF CREDIT NO.
 CVD2022-PH2

DATE
 March 24, 2022

WE HEREBY AUTHORIZE YOU TO DRAW ON US FOR THE ACCOUNT OF Country View Development, LLC

UP TO AN AGGREGATE AMOUNT OF Two Hundred Ninety-One Thousand Fifty-One Dollars and 00/100 (\$ 291,051.00)
 AVAILABLE BY YOUR DRAFTS AT SIGHT TO BE ACCOMPANIED BY

A Certified statement signed by the Town of Grafton stating the amount the Town is entitled to receive on the sight draft, itemizing thereunder (1) the manner and extent to which Country View Development, LLC has failed to comply with the Subdivision Development Agreement Country View: Phase 2 dated January 27, 2022, and (2) the specific costs incurred by the Town of Grafton as a result thereof.

SPECIAL INSTRUCTIONS:

ALL BANKING CHARGES OTHER THAN ISSUER'S ARE FOR BENEFICIARY'S ACCOUNT.
 PARTIAL DRAWINGS PERMITTED NOT PERMITTED.


ALL DRAFTS MUST BE MARKED "DRAWN UNDER LETTER OF CREDIT OF Port Washington State Bank
(NAME OF ISSUER)

NO. CVD2022-PH2 DATED March 24, 2022

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. WE AGREE WITH YOU TO PAY DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF PRESENTED AT THIS OFFICE TOGETHER WITH THIS LETTER OF CREDIT ON OR BEFORE THE CLOSE OF OUR BUSINESS ON March 24, 2023.

March 24, 2022
(DATED)

Port Washington State Bank
NAME OF ISSUER

BY 
AUTHORIZED SIGNATURE

Chad J. Piwoni, Vice President / Business Banking



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. 101 East Grand Ave. Suite #11 Port Washington WI 53074	CONTACT NAME: Lisa Hoevker PHONE (A/C, No, Ext): 262-284-7174 E-MAIL ADDRESS: lisa.hoevker@ansay.com	FAX (A/C, No): 262-377-3784
	INSURER(S) AFFORDING COVERAGE	
INSURED Country View Development LLC 1216 Lakefield Road Grafton WI 53024	INSURER A : ACUIITY, A Mutual Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 703424245** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X94443	4/23/2021	4/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Grafton 1230 11th Avenue Grafton WI 53024	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lisa M. Hoevker</i>
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Town of Grafton Ordinance No. 2022-02

AN ORDINANCE AMENDING TITLE 9, Chapter 1, Section 2.06, Use Restrictions to allow for Outdoor Storage Containers as a Temporary Use in Non Residential Districts

WHEREAS, it is deemed to be in the best interest of the Town of Grafton that the Municipal Code of the Town of Grafton be further modified and amended in the manner hereinafter more particularly set forth; and

WHEREAS, a Notice of Public Hearing before the Town Board was duly published in the *Ozaukee Press* on _____, 2022, and _____, 2022; and

WHEREAS, a Public Hearing was held before the Town Board on _____, 2022, regarding the proposed Amendments to the Town's Code of Ordinances; and

WHEREAS, based on the above, it is deemed to be in the best interest of the Town of Grafton that the Municipal Code of the Town of Grafton be further modified and amended in the manner hereinafter more particularly set forth below.

NOW, THEREFORE, the Town Board of the Town of Grafton does hereby ordain as follows:

Section 1:

The Town of Grafton Code of Ordinances is hereby amended as provided below by adding the underlined language:

9.1.2.06 Use Restrictions

(E) Temporary Uses, such as real estate sales field offices or shelters for materials and equipment being used in the construction of a permanent structure, may be permitted by the Town Plan Commission after review and public hearing. Additionally, unless stated otherwise below, temporary uses are limited to 180 days per calendar year. Certain temporary uses may be extended with approval from the Plan Commission.

A. Temporary Outdoor Storage Container (Nonresidential): Enclosed, lockable storage containers such as shipping containers, storage pods, or other fully enclosed trailers for use on a limited basis on a nonresidential property. Other forms of temporary outdoor storage containers are prohibited. The following regulations apply to this land use:

1. The container must be placed on gravel, asphalt, concrete, or a similar hard/paved surface.

2. As many as two containers shall be permitted on the property for up to 180 days.

3. More than two (2) containers may be permitted with approval from the plan commission.

4. Any signage applied or affixed would require an approved sign permit.

5. All uses would require a permit from the Town of Grafton.

Section 2:

Except as hereinabove specifically modified and amended, the Code of Ordinances, Town of Grafton, Wisconsin, shall remain in full force and effect exactly as originally adopted and previously amended. All ordinances or parts of ordinances inconsistent with or in contravention of the provisions of this Ordinance are hereby repealed.

Section 3:

This Ordinance shall take effect and be in full force from and after its passage and publication or posting.

Adopted by the Town Board of the Town of Grafton, Ozaukee County, Wisconsin, at its regularly scheduled meeting on this ____ day of _____, 20__.

Lester A. Bartel, Jr., Town Chairman

Sara Jacoby, Town Clerk

Posting Date: _____, 20__

May agenda

Sara Jacoby

From: Kathleen Schilling <kschilling@co.ozaukee.wi.us>
Sent: Thursday, April 7, 2022 2:22 PM
To: Sara Jacoby
Subject: OED Community Membership
Attachments: Town of Grafton.doc; Town of Grafton Invoice.doc; Annual Report 2021.doc

Sarah

Ozaukee Economic Development (OED) continues to serve as Ozaukee County's economic development branch. OED works to be your link to business assistance and financing, new business entrepreneurial training, work force development, business retention, new business development and attraction and with the Milwaukee 7 and other regional partnerships.

OED continues to be an active partner working with local communities on retention and attraction efforts, assisting local businesses with expansion efforts, and providing information on State programs and local financing options. Additionally, OED is working with both our Chambers, MATC and Workforce Development to help current businesses find the workforces they need to continue to expand.

2021 continued to provide challenges to businesses and OED alike. OED continued to provide virtual information increasing its social media presence and restarting its monthly blog of information. This allowed us to update information more quickly as things were in constant flux. OED partnered with the Chambers and the SBA to hold a virtual seminar on the PPP program and its tax implications. Additionally, OED was able to hold its Outreach Event in May. The event was held outside and was more limited in number, but provided a great opportunity for safe networking. We were thrilled to be able to hold our Business of the Year/Economic Forecast Breakfast in person in October and hosted over 200 individuals at our event.

Understanding that local government budgets are tight, OED is pledging to maintain its 2021 budget at 2007 levels. It is our hope that the Town of Grafton will continue its partnership OED in its efforts to increase the prosperity of the County. I have enclosed a copy of our 2020 Annual Report with this invoice.

Sincerely,

Kathleen Cady Schilling
Executive Director

Kathleen Cady Schilling
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LEASE AGREEMENT

This Lease Agreement (“Lease”) is made as of _____, 2022 by and between Town of Grafton, a municipal corporation (“LANDLORD”) whose address is PO Box 143, Grafton, WI 53024, and Michels Road & Stone, Inc., a Delaware Corporation (“TENANT”) whose address is 817 Main Street, Brownsville, WI 53006.

1. Demise; Permitted Use of Leased Premises: The LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD certain warehouse space having approximately 2,400 square feet as shown on Exhibit A attached hereto and incorporated herein along with that portion of the parking lot located on the Property as shown on Exhibit B (collectively, the “Leased Premises”). The Leased Premises are located within the building situated upon the real property located at 1220 Falls Road, Town of Grafton, Ozaukee County, WI 53024 (the “Property”).

The Leased Premises may be used for the following permitted uses (“Permitted Uses”) and for no other purpose: A show-up site for TENANT employees, indoor equipment and material storage, TENANT employee safety meetings, passenger vehicle and light truck parking on the parking lot, and concrete curing test lab. TENANT shall not use or occupy the Leased Premises for purposes other than the Permitted Uses, or do anything in or on the Leased Premises that (a) causes waste to all or any portion of the Leased Premises, the Property, or any equipment, facilities or systems therein; or (b) use the Leased Premises in a manner that constitutes a violation of any laws, regulations or codes applicable to the Leased Premises.

It is agreed that, if for any reason whatsoever, the Property is not deemed zoned appropriately for TENANT’S desired use, TENANT may terminate this Lease at any time upon written notice to LANDLORD.

TENANT accepts the Leased Premises in “as is, whereas” condition without representation or warranty of any kind by LANDLORD.

2. Rent: TENANT agrees to pay LANDLORD Three Thousand Dollars (\$3,000.00) per month. Payment is to be made in advance on the 1st of each month to LANDLORD at the LANDLORD’S address, designated in the first Section herein without notice or demand and without any abatement, deduction, or setoff. Except as otherwise stated herein, TENANT shall have no obligation to pay for any expenses of the Property. If the Lease term commencement is other than the first day of a calendar month, Rent for such partial month shall be prorated accordingly and payable upon commencement of the Lease term.

3. Term: The term of this Lease shall be for 2 years commencing on _____ and terminating on _____, unless extended as permitted hereunder. This

Lease may be terminated by either party upon sixty (60) days prior written notice to the other Party.

4. Taxes: LANDLORD shall be responsible for all real property taxes levied and assessed against the Property. TENANT shall pay all personal property taxes levied and assessed against TENANT's personal property.

5. Maintenance of Leased Premises; Alterations; Liens: TENANT shall keep the Leased Premises in a good and clean condition, in accordance with the Permitted Uses. TENANT shall not install any fixtures or perform any alterations to the Leased Premises without LANDLORD's advance written approval. TENANT shall not cause or permit any liens or encumbrances to be filed against the Property in connection with any work performed at the Leased Premises by TENANT, its agents, contractors, or employees.

6. Environmental: TENANT shall not generate, transport, store, use, treat, release or dispose of any Hazardous Material (defined below) at, to, from, on or in the Leased Premises in violation of the Permitted Uses and applicable Environmental Laws, as defined herein. Tenant may handle, use and store on the Leased Premises Hazardous Materials typically used by Tenant in connection with its business operations at the Premises, provided that Tenant handles such Hazardous Materials in compliance with applicable environmental laws. TENANT covenants to clean up and otherwise remediate to the extent required by any Environmental Law (defined below), at TENANT's expense, any release of Hazardous Materials caused or created during the term of this Lease by TENANT and/or any or all of TENANT's officers, directors, agents, contractors, or employees. TENANT shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Leased Premises without first obtaining LANDLORD's written consent (which consent LANDLORD shall not unreasonably withhold, condition, or delay) and affording LANDLORD the reasonable opportunity to participate in any such proceedings. LANDLORD shall indemnify and hold TENANT harmless from and against any claims, suits, damages, costs and liabilities arising out of (i) any Hazardous Materials existing on, in, under or about the Leased Premises prior to the Term of this Lease, or (ii) any release of Hazardous Materials occurring in the Leased Premises during the Term resulting from the acts or omission of LANDLORD. As used herein, the term "**Environmental Laws**" shall mean any and all applicable laws, regulations, and judicial opinions (federal, state, and local) pertaining to Hazardous Materials.; and "**Hazardous Materials**" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and regardless of whether air-borne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be

deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is regulated by any Environmental Law.

7. Indemnity: TENANT will indemnify, defend and hold harmless the Town, its officers, agents, and employees (the "Town Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of TENANT'S (or its officers', employees', or agents') use of the Leased Premises or the Property or TENANT'S breach of the terms and conditions of this Lease.

8. Insurance: TENANT shall maintain, at its expense, throughout the term of this Lease (a) "all-risk" property insurance covering TENANT's personal property against loss or damage, (b) commercial general public liability insurance covering TENANT for claims arising out of liability for bodily injury, death, personal injury, and property damage occurring in and about the Property and Leased Premises and otherwise resulting from any acts and operations of TENANT, its agents and employees, in the amounts of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual general aggregate per location, (c) worker's compensation as required by law, and (d) automobile liability insurance having limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policies to be maintained by TENANT herein, shall (a) be issued by insurance companies authorized to do business in Wisconsin; (b) endeavor to provide that said insurance shall not be canceled or materially modified without first providing thirty (30) days' prior written notice to the LANDLORD; and (c) in the case of commercial general public liability insurance, name the LANDLORD as an additional insured. TENANT shall provide LANDLORD with certificates of such insurance.

9. Access to Leased Premises. LANDLORD shall have the right to enter and/or pass through the Leased Premises at any time or times upon reasonable prior notice to TENANT, which may be telephonic, during normal business hours, (except in the event of emergency). LANDLORD will use its best efforts to prevent or minimize any such entrance or pass through from interfering with or adversely impacting TENANT's use of the Leased Premises.

10. Events of Default: TENANT shall be deemed in default of this Lease if (a) TENANT fails to pay Rent or any other payment due hereunder within five (5) days after the date Tenant receives written notice from LANDLORD that such payment is due; provided, however, no such notice shall be required more than twice each calendar year and, thereafter, Tenant shall be deemed in default if Rent or any other payment due is not paid within five (5) days after the date such payment is due; (b) TENANT fails, whether by action or inaction, to timely comply with or satisfy any or

all of the obligations imposed on TENANT under this Lease (other than the obligation to pay Rent or other amounts due hereunder) for a period of thirty (30) days after LANDLORD's delivery to TENANT of written notice of such default; provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, Tenant shall have such additional time as is reasonably necessary to cure such default so long as Tenant uses reasonable diligence to promptly cure such default; or (c) TENANT makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against TENANT under any state or federal bankruptcy or insolvency law that is not dismissed within 90 days, or whenever a petition is filed by or against (to the extent not dismissed within ninety (90) days) TENANT under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law or like import, or whenever a petition shall be filed by TENANT under the arrangement provisions of the United States Bankruptcy Code or similar law, or whenever a receiver of TENANT, or of, or for, the property of TENANT shall be appointed, or TENANT admits it is insolvent or is not able to pay its debts as they mature. LANDLORD may pursue any remedy available at law in the event of a default by TENANT under this Lease. LANDLORD may, in addition to LANDLORD's other rights and remedies available under this Lease, at law or in equity, terminate this Lease, in which case this Lease shall terminate on the date designated by LANDLROD in such notice. TENANT shall also pay to LANDLORD on demand LANDLORD's reasonable expenses, including reasonable attorneys' fees and court costs (including appeals from lower court judgments), incurred in enforcing TENANT's obligations under this Lease.

11. If LANDLORD defaults in the performance or observance of any term, covenant or condition required to be performed or observed by LANDLORD under this Lease and such default is not cured by Landlord within thirty (30) days of LANDLORD's receipt of written notice of such default (provided that if any such default is curable by LANDLORD but cannot reasonably be cured within such thirty (30) day period, then LANDLORD shall have such additional time as is reasonably necessary to cure such default so long as LANDLORD uses reasonable diligence to promptly cure such default), then LANDLORD shall be in default under this Lease and TENANT may, in addition to TENANT's other rights and remedies available under this Lease, at law or in equity, terminate this Lease, in which case this Lease shall terminate on the date designated by TENANT in such notice. Landlord shall also pay to TENANT on demand TENANT's reasonable expenses, including reasonable attorneys' fees and court costs (including appeals from lower court judgments), incurred in enforcing Landlord's obligations under this Lease.

12. Surrender and Holdover. On the last day of the Term, upon any earlier termination of this Lease, or upon LANDLORD's re-entry of the Leased Premises after

a breach of this Lease by TENANT, (a) TENANT shall quit and surrender the Premises to LANDLORD in as good of a condition as received by TENANT on the Commencement Date, except for ordinary wear and tear and damage by fire or casualty, and (b) TENANT shall remove all of TENANT's property therefrom, except as otherwise expressly provided in this Lease. The obligations imposed under the preceding sentence shall survive the termination or expiration of this Lease. If any repairs are required to be performed in, to or at the Premises by TENANT (pursuant to the preceding sentence or any other applicable provision of this Lease) upon the expiration or termination of the Term, TENANT shall cause such repairs to be performed within 30 days after the date on which this Lease is terminated or expired. If TENANT remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of TENANT's right to possession, TENANT shall pay Rent at a rate equal to 150% of the Rent stated herein.

13. Miscellaneous: The undersigned LANDLORD warrants and represents that LANDLORD has good and sufficient title to the above-described Property and has provided proof of the same to TENANT and unless otherwise noted herein, has the right and power to execute this Lease. LANDLORD owns the Property free and clear of any liens and encumbrances that would materially impair TENANT's use of the Leased Premises for the Permitted Uses. TENANT, its agents, employees, representatives, and contractors shall permit no liens or encumbrances to be placed upon the Property.

TENANT may not sublease or assign this Lease without LANDLORD's written approval, in LANDLORD's sole discretion

This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between LANDLORD and TENANT concerning the Property and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to writing and signed by each party. This Lease may be executed in counterparts. Signatures delivered electronically shall be deemed originals. This Lease shall be interpreted under Wisconsin law. Any disputes regarding this Lease shall be resolved in the Ozaukee County Circuit court.

14. Condemnation: If, during the term of this Lease or any extension or renewal of it, some, or all, of the Property is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Property.

15. Notices: All notices and demands by either party to the other shall be given in writing and sent by United States certified mail, postage prepaid, and addressed:

LANDLORD: Town of Grafton
PO Box 143
Grafton WI 53024
chairman@townofgrafton.org
sjacoby@townofgrafton.org
(262) 377-8500

TENANT: Michels Road & Stone, Inc.
W. Dirk Hausmann
PO Box 128
817 Main Street
Brownsville, WI 53006
whausman@michels.us
920.924.8732

16. W9 Form: **TENANT REQUIRES RECEIPT OF A COMPLETED W-9 BEFORE LEASE PAYMENTS WILL BE MADE.** LANDLORD is requested to complete and return a Form W-9 (a copy is attached for convenience) to TENANT.

If by email to: dbagley@michels.us

If by US mail to: Michels Road & Stone, Inc.
Attn: Deanna Bagley
PO Box 128
817 Main Street
Brownsville, WI 53006

This Lease shall be binding upon their heirs, successors, legal representatives and assigns of the parties hereto.

LANDLORD

TENANT

Signature

Signature

Printed Name & Title

Ryan Ramthun, Vice President

Printed Name & Title

Rent payment information if different than LANDLORD's contact information:

Job No.: 22246400P

Name: _____

Project Manager: Sean LePlayv
PM Email: sleplayv@michels.us

Street: _____

City: _____

State: _____

Zip: _____

Email: _____

Phone: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

