



**CITY OF CEDARBURG
A MEETING OF THE PLAN COMMISSION
MONDAY, MAY 4, 2026 – 7:00 PM**

A meeting of the Plan Commission, City of Cedarburg, Wisconsin, will be held on Monday, May 4, 2026 at 7:00 PM. The meeting will be held in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting can be viewed via the City's YouTube channel: www.youtube.com/@cityofcedarburgwi8412

AGENDA

1. CALL TO ORDER
2. ROLL CALL
 - A. Mayor Patricia Thome, Council Member James Fitzpatrick, Vice Chairman Jack Arnett, Sig Strautmanis, Sherry Bublitz, Jon Scholz, James Hayes.
3. STATEMENT OF PUBLIC NOTICE
4. APPROVAL OF MINUTES
 - A. Discussion and possible action on approval of March 2, 2026, Plan Commission Meeting Minutes.
5. COMMENTS AND SUGGESTIONS FROM CITIZENS

Comments from citizens on a listed agenda item will be taken when the item is addressed by the Plan Commission. At this time, individuals can speak on any topic not on the agenda for up to 2 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Plan Commission agenda item. Written public comment regarding agenda or non-agenda items may be submitted to cityhall@cityofcedarburg.wi.gov by noon on the day of the meeting for distribution to the Plan Commission.
6. REGULAR BUSINESS; AND ACTION THEREON
 - A. Review, discussion, and possible approval of a technical amendment to the site grading plan as previously approved for the cell tower located at W65 N1170 Forward Way. This site is zoned M-3 Business Park.
 - B. Review, discussion, and possible action/recommendation to the Common Council on the request of applicant/property owner The Glen at Quarry Park LLC (in c/o John Wahlen) for Final Plat approval of the Quarry Park Subdivision, a 24-lot single-family residential neighborhood planned for development on 11.5-acres of land located directly east of Stone Lake Condominiums and north of Fairfield Manor Subdivision.

- C. Review, discussion, and possible action/recommendation to the Common Council on the request of applicant/property owner Stone Lake Development, Inc. (in c/o Craig Caliendo) for approval of the Final Condominium Plat & Declaration for Phase II of the Stone Lake Condominium, a 19 building/38 unit expansion of the existing Stone Lake Condominium (1st phase) development located at Stone Lake Circle. This property is zoned Rd-1 (PUD) Two-Family Residential District with Planned Unit Development Overlay District.
- D. Review, discussion, and possible action/recommendation to the Common Council on the request of Coach House Homes LLC (in c/o Kate Schley) for approval of a 7-lot single-family residential Preliminary Subdivision Plat with Planned Unit Development Rezoning. Eden Preserve Subdivision is proposed to be located on ~1.8 acres of land located at W59 N367 Hilbert Avenue and directly west/northwest thereof. This property, owned by Wendell Lee LLC in c/o Paula Motte, is currently zoned Rs-5 Single Family Residential.
- E. Review discussion, and possible action/recommendation to the Common Council for updates to “Chapter 1 – Issues and Opportunities” as currently set forth in the City of Cedarburg Smart Growth Comprehensive Land Use Plan-2025.

7. COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

8. MAYOR’S ANNOUNCEMENTS

9. ADJOURNMENT

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information.

City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. To request reasonable accommodation, contact the Clerk’s Office, (262) 375-7606, email: cityhall@cityofcedarburg.wi.gov.

MEMBERS – PLEASE NOTIFY CITY PLANNER’S OFFICE IF UNABLE TO ATTEND THIS MEETING.



**CITY OF CEDARBURG
Plan Commission
March 2, 2026
Minutes**

1. CALL TO ORDER

The meeting was called to order by Mayor Thome at 7:00 pm.

2. ROLL CALL

Mayor Patricia Thome, Vice Chairman Jack Arnett, Council Member James Fitzpatrick, Sig Strautmanis, Sherry Bublitz (Zoom), Jon Scholz, and James Hayes.

Also, present — City Administrator Mikko Hilvo, City Planner Mary Censky, and Deputy Clerk Theresa Hanaman.

3. STATEMENT OF PUBLIC NOTICE

Deputy Clerk Hanaman confirmed that the agenda for the meeting had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

4. APPROVAL OF MINUTES

A. February 2, 2026

Council Member Jim Fitzpatrick moved to approve the minutes from February 2, 2026, seconded by Commissioner Strautmanis. The motion passed unanimously.

5. COMMENTS AND SUGGESTIONS FROM CITIZENS

Terry King W63 N762 Sheboygan Road

Mr. King reported that he could not find the agenda posting on the City's website. The Deputy Clerk and Administrator were able to confirm that it was indeed there on the website. The proper tabs to look under have recently been updated.

6. PUBLIC HEARINGS AND ACTION THEREON

- A. *Public hearing, discussion, and possible action on the request of applicant Sally Wagner, d/b/a Happy Place Cooking Space Inc., for Conditional Use Permit approval to utilize a 1,285 sq. ft. tenant space at W57 N14280 Doerr Way (Suite 104) for teaching kitchen and small-scale commercial kitchen purposes. This M-2 General Manufacturing zoned, multi-tenant property is owned by Doerr Way East, LLC in c/o Joe Kassander.*

The public hearing was declared open at 7:03 PM by Mayor Thome.

Planner Censky reported that the applicant is requesting approval of a Conditional Use Permit for teaching kitchen and small-scale commercial kitchen uses (i.e., Happy Place Cooking Space).

With no one else wishing to speak, a motion was made by Council member Fitzpatrick, seconded by Commissioner Scholz, to close the public hearing at 7:12 pm. The motion passed on a unanimous roll call vote.

ACTION:

Council Member Fitzpatrick made a motion, seconded by Commissioner Strautmanis, to approve the request for a Conditional Use Permit (CUP) and to include the following conditions as recommended by the Planner:

- 1) Full execution and recording of the CUP document, as presented/attached, within 30 days of Plan Commission approval.
- 2) The applicant agrees to abide by all the conditions as set forth in the DRAFT Conditional Use Permit document which was included in the packet for this meeting and discussed/approved by the Plan Commission.

7. REGULAR BUSINESS; AND ACTION THEREON

- A. *Review, discussion, and possible action/recommendation to the Common Council on the request of applicant/property owner Pioneer Real Estate Development LLC in c/o Mike LaRosa, for Certified Survey Map (CSM) approval to adjust the lot line location between his two parcels located at N144 W5844 and N144 W5800 Pioneer Road. This property is zoned M-2 General Manufacturing.*

Planner Censky reported that the applicant is requesting a favorable recommendation from the Plan Commission to the Common Council to approve lot line adjustment by Certified Survey Map (CSM). Before selling off Lot 2 to a new buyer, the current owner of these two lots wants to adjust the common lot line between Lot 1 and Lot 2 – moving it south by ~7 feet. The existing owner of both properties plans to retain ownership of Lot 1 and hopes to sell off Lot 2 for development of the recently approved Gerber Collision & Glass motor vehicle repair facility. Both lots will remain fully compliant as to minimum required lot size and width (i.e., not less than 40,000 sq. ft. and 150 feet respectively). No new lot or outlot is created by this CSM. Both lots have at least 30 feet of frontage on a public street.

ACTION:

A motion was made by Council Member Fitzpatrick, seconded by Commissioner Hayes to make a favorable recommendation to the Common Council to approve this lot line adjustment by Certified Survey Map (CSM) as presented, and to include the following conditions as recommended by the Planner:

- 1) On sheet 2 of 4, the Common Council must be added under the phrase "...this CSM is required to be submitted to the following for approval:"
- 2) The signature names for Plan Commission must be corrected.
- 3) A signature line for the Common Council must be added.
- 4) City Engineer review and approval of the CSM as to accuracy and closure in the legal description.

The motion passed unanimously.

B. Review, discussion, and possible action on the request of applicant Margrett English/Terrace Realty, Inc., on behalf of property owner S Duane Stroebel, for approval of site and house plans as replacement of a previously existing, legal-nonconforming home on the property located at N45 W5665 Spring Street. This .15-acre (6,534 sq.ft.) property is zoned Rs-6 Single-Family /Two-Family Residential.

Planner Censky explained that the request involves site and building plan review for reconstructing/replacing a previously existing legal nonconforming structure on this lot that burned down in 2009. She noted that although the lot is smaller and narrower than current Rs-6 zoning standards, and the plan includes conditions that would normally require variances, the more specific code provision allowing replacement of a legal nonconforming structure that gets destroyed by fire would appear to govern the review. Under that provision, the new structure must meet required setbacks and yards "insofar as practicable." She went through the extent to which this applicant's plan does not fully comply with the Rs-6 standards.

- Statutory context: Wisconsin statutes require municipalities to allow replacement/restoration of legal nonconforming structures destroyed by calamity.
- Local code requires replacement to meet district standards "insofar as practicable."
- Substandard lot rules typically require Board of Appeals variance if a lot doesn't meet minimums; staff notes the Plan Commission may make an interpretation the more specific code for nonconforming structure replacement will govern over the less specific lot size constraint (Commission may seek legal opinion if desired).

ACTION:

Commissioner Arnett made a motion, seconded by Council Member Fitzpatrick for approval of the site and house plans as replacement of a previously existing, legal-nonconforming home on the property located at N45 W5665 Spring Street and to include the following conditions as recommended by the Planner:

- 1) Prior to issuance of a Building Permit, the applicant shall:
 - a. Produce a current plat of survey to confirm that the house, as depicted by its floor plan, indeed fits onto the lot at a 20-foot setback (excluding the 5-foot deep attached front porch), 3' west side setback, and 0' east side setback.

b. Secure the approval of the City Engineer as to the plans for grading, drainage, erosion control, stormwater management, driveway access, and utilities in support of this plan.
2) Plan Commission has determined that the applicant is indeed eligible to build this home as a replacement to the fire-damaged, previously existing, legal nonconforming home/structure on this site with/without a Board of Appeals variance as pertains to the small size and width of the lot.

The motion passed unanimously.

C. Review, discussion, and possible approval of the proposed Declaration of Restrictions and Covenants for the recently approved, 24-lot single-family residential subdivision Quarry Park located directly east and north of the existing dead ends on Stone Lake Circle and Holly Lane, respectively.

Planner Censky reported the applicant presents a revised draft of covenants and restrictions applicable to their proposed new Quarry Park Subdivision. Their draft contains mark-ups based upon the applicant's recent interactions with the Site and Architectural Review Board on this topic. On February 17, 2026, the Site and Architectural Review Board (SARB) considered this draft and recommended approval (including as to Planner mark-ups) to the Plan Commission, subject to the following conditions:

1. Applicant to incorporate the Planner's markup.
2. Referral to the Council amending the recent code change proposal to allow 8-foot garage doors, replacing the current recommended maximum of 7 feet.
3. House plan and location review process for this new neighborhood calls for review and approval by SARB prior to issuance of a building permit. An appeal to a SARB decision as to these house plans may be made to Plan Commission.

Commissioners expressed an appreciation that the proposed covenants call for garage layouts that minimize street dominance, such as side loading and recessed drives.

ACTION:

Commissioner Strautmanis made a motion, seconded by Council Member Fitzpatrick, to approve the proposed Declaration of Restrictions and Covenants for the recently approved, 24-lot single-family residential subdivision Quarry Park located directly east and north of the existing dead ends on Stone Lake Circle and Holly Lane, as presented, subject to the conditions listed above. The motion passed unanimously.

D. Review, discussion, and nonbinding consultative feedback to applicant Neumann Developments, Inc., in c/o Bryan Lindgren, on a revised concept plan for mixed residential development of ~232 acres of land located at the northeast corner of Sheboygan Road and Highway 60. The land use classification of this area is Medium Density Residential (5.2 to 10.8 units/acre). The owner of the property is Covered Bridge Fields, Inc.

Planner Censky reported that Neumann Developments has shared multiple iterations of their concept plans:

- October 2025 Concept: Approximately 402 units, incorporating principally single-family detached residential with a small number of ranch-style duplex condominiums
- January 2026 Concept: Approximately 499 units, adding town homes, duplexes, and town four-plex condos.
- February 2026, Concept: Approximately 481 units, with expanded green space and a central park. The housing mix has shifted: expanding on the townhome duplexes and adding town four-plex condos.

- Duplexes and four-plex condos now comprise about 30% of the plan, up from approximately 12% originally. The applicant states this is necessary due to the many amenities asked for and the neotraditional design asked for.

In the context of the Comprehensive Plan, medium density is defined by a lot size range of 8,400–12,000 sq ft. Zoning density targets vary by district (for example, RS 5 allows up to 5.2 dwelling units per acre; RS 4 allows 4.4; RS 3 allows 3.6 dwelling units per acre). Four-unit buildings may require a Comprehensive Plan amendment as that use doesn't align with the comporting zoning districts.

- The applicant emphasizes amenities, walkability, and green space (approx. 70 acres preserved), including \$4M for neighborhood features like a pool, pickleball courts, trails, playground, and community building.
- The development is planned in approximately 8 phases, aiming for community growth of 50–75 homes per year, aligning with city growth goals of 1–1.6%.
- Access will initially focus on Forward Way, with signalization expected pending a WisDOT traffic study.
- Harbor Homes will be the primary builder, with expanded product lines and design lessons learned from previous projects like Fairway Village.

Commission Feedback included:

- Density too high (esp. multifamily near Hwy 60 entry); Council may be unlikely to approve at the current mix.
- Concerns were raised about the road network, specifically regarding limited western access near the airport hangar and traffic queuing near Highway 60.
- Rebalance between villas and residences/estate lots.
- Remove four plex/multifamily, increase estate/residence lots; retain some villas near Hwy 60 but reduce share.
- Architecture & variety: Concern with single builder—prefer multiple builders or demonstrably broader portfolio for more appropriate architectural outcomes and neighborhood diversity.
- Street hierarchy: Improve road network clarity; consider a more direct connection from Lilac Lane to Central Park; enhance wayfinding. Stub to the west is too close to Hwy 60.
- Hwy 60 edge: Avoid long berms; pull homes back; use deciduous buffers; front a more attractive streetscape; alley loading for denser blocks is favored.
- Tree preservation: Retain existing trees.
- Phasing & growth cap: Keep within City growth goals; consider how this impacts supply for the entire City over many years.

- Traffic & access: Firm up WisDOT traffic study and signalization plan; evaluate Five Corners impacts.
- Applicant to revise the concept per feedback:
 - o Lower density, reduce multifamily (remove 4 plex)
 - o Increase estate/residence proportion
 - o Improve street hierarchy, Hwy 60 frontage treatments, and tree preservation
 - o Address builder diversity/architecture strategy
- Return to SARB and Plan Commission before filing a Preliminary Plat; pursue WisDOT traffic study; begin pre-annexation agreement discussions contingent on concept alignment.

Public Comment

Terry King W63 N 762 Sheboygan Road

Mr. King is concerned about the development's density & safety concerns near Hwy 60; desire for safe crossings; caution about how traffic will impact Five Corners & the historic district.

Paul Rushing W62 N799 Sheboygan Road

Paul's preference is for lower density, larger lots, better frontage treatment (trees vs berms), and greater architectural variation.

E. Review, discussion, and nonbinding consultative feedback to applicant Coach House Homes, in c/o Kate Schley, on a revised concept plan for single-family residential development of ~1.8 acres of land located at W59 N367 Hilbert Avenue and directly west and northwest thereof. This property, owned by Wendell Lee LLC in c/o Paula Motte, is zoned Rs-5 Single Family Residential.

Planner Censky reported on the revised concept plans for a single-family residential development, including 7 lots on a private cul-de-sac; 26' pavement with rolled curbs; and 5' sidewalks. She noted there is an Alt Plan that also includes a 5' tree lawn (terrace) behind the curb and requires tree plantings (street terrace and rear lot line) to blend with the neighborhood context. The rear setbacks are 20–25' depending on terrace inclusion, with the FAR capped at 0.36 (houses drawn at code max for planning).

Commissioner Hayes noted stormwater swales are feasible within 20' rear setback; flow goes through the rear yards to the cul-de-sac per grades; snow storage would need to be managed (likely by periodic removal).

Commissioners' discussion points were:

- The plan shows significant improvement and generally aligns with RS 5 standards.
- Support is given for Planned Unit Development (PUD) waivers regarding lot sizes to avoid awkward lot line "jogs" for technical compliance.
- A 5-foot tree lawn and a 5-foot sidewalk are preferred, along with the inclusion of compulsory trees along the street and at the rear.
- A 20-foot rear setback is acceptable when necessary to accommodate the front tree terrace.

- The Floor Area Ratio (FAR) should be no greater than 0.36, noting that square footages of garages, sheds, enclosed porches, and similar... are all included in the total FAR calculation.
- Applicant should consider allowing some one-story homes, a mix that would reflect the surrounding context, balancing this with FAR and footprint layouts.
- A private street is acceptable, provided there is a drainage and snow management plan included in the preliminary engineering.

Public Comments

Doug Baade W59 N377 Hilbert Avenue

Mr. Baade expressed concerns about the scale of the development in relation to existing homes, which are typically 1,100 to 1,200 square feet. They prefer smaller, lower-profile homes and appreciate the Commissioners' thought process.

Paul Rushing W62 N799 Sheboygan Road

Mr. Rushing says the development does not reflect the historic character of the neighborhood. The layout disrupts the aesthetic of interconnected small homes. The new entry street is poorly positioned, and the existing cul-de-sac could be redesigned for better firetruck access and a more welcoming space. He urges the Commission to deny the current plan and consider a proposal that he drew-up for eight homes instead.

Feedback includes:

- Move forward with the Preliminary Plat, incorporating the following:
 - Tree lawn and compulsory plantings
 - FAR limited to 0.36 (with garages, porches, sheds...all included within the FAR)
 - PUD exceptions for lot sizes and the case regarding 44-foot width on one lot
 - Stormwater and snow management design subject to City Engineer approval
 - Encourage a mix of one-story homes to improve contextual fit.

F. Review, discussion, and possible approval of a site plan amendment to replace a small, existing patch of grass in front of the John R. Armbruster Community Gymnasium with hard surface paving. This City-owned property, located at W63 N641 Washington Avenue, is zoned I-1 Institutional and Public Service District.

City Administrator Hilvo reported on February 12, 2026, the Landmarks Commission recommended approval of this request as follows:

“...recommend approval to the Plan Commission for replacement of the grass in front of the gymnasium on the south side of the entry sidewalk with pavers as similar as possible to the ones on the north side of the walkway.”

He stated the DPW has some maintenance concerns.

Commissioner Strautmanis noted that stamped concrete can be slippery and may not visually match the surrounding area. Commissioner Scholz pointed out that using pavers

requires a proper base, such as a mud slab, to prevent heaving. Commissioner Hayes mentioned that a good-quality paver is preferable to stamped concrete. He remarked that the current red paver does not fit the "front yard" aesthetic and suggested considering options that align with the desired long term look for this key downtown site. Commissioner Arnett highlighted the importance of durability, especially since the area serves as a polling location. The Mayor expressed concerns about mixing different materials. She understands budgetary constraints.

ACTION:

Commissioner Arnett made a motion, seconded by Commissioner Scholz, to approve the site plan amendment to replace a small, existing patch of grass in front of the John R. Armbruster Community Gymnasium with a hard surface; retaining the existing foundation landscaping along the front of the building and directing staff to obtain bids for both pavers (preferred match); coordinate with Landmarks; and forward to Common Council for funding. The motion passed unanimously.

- G. *Review discussion, and possible action/recommendation to the Common Council to amend Section 13-1-61(d) of the Zoning Code, adding "Banks, savings and loan associations, credit unions, and other financial institutions (with or without drive-through facilities)" to the list of Conditional Uses that may be considered for approval in the M-3 Business Park Zoning District. This item is initiated by City staff.*

ACTION:

Commissioner Arnett made a motion, seconded by Commissioner Scholz, to recommend to the Common Council to amend Section 13-1-61(d) of the Zoning Code, adding "Banks, savings and loan associations, credit unions, and other financial institutions (with or without drive-through facilities)" to the list of Conditional Uses that may be considered for approval in the M-3 Business Park Zoning District. The motion passed unanimously.

8. COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

Commissioner Arnett mentioned that the Ozaukee County Board publicly commended City staff (Mary, Theresa) and the Plan Commission for collaborative work as related to Lasata CBRF.

9. MAYOR'S ANNOUNCEMENTS

None

10. ADJOURNMENT

Commissioner Arnett made a motion, seconded by Council member Fitzpatrick to adjourn the meeting at 9:46 p.m. The motion passed unanimously.

Theresa Hanaman
Deputy Clerk

DRAFT

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: May 4, 2026

General Information:

Agenda Item: **6.A.**

Property Owner/Applicant:

Staff Initiated

Request:

Approval of a technical amendment to the previously approved site grading plan.

Current Zoning:

M-3 Business Park District

Current Master Plan Classification:

Industrial and Manufacturing

Surrounding Zoning/Land Use:

North: M-3 Business Park

South: M-3 Business Park

East: Town of Cedarburg

West: M-3 Business Park

Lot Size:

5.28 Acres

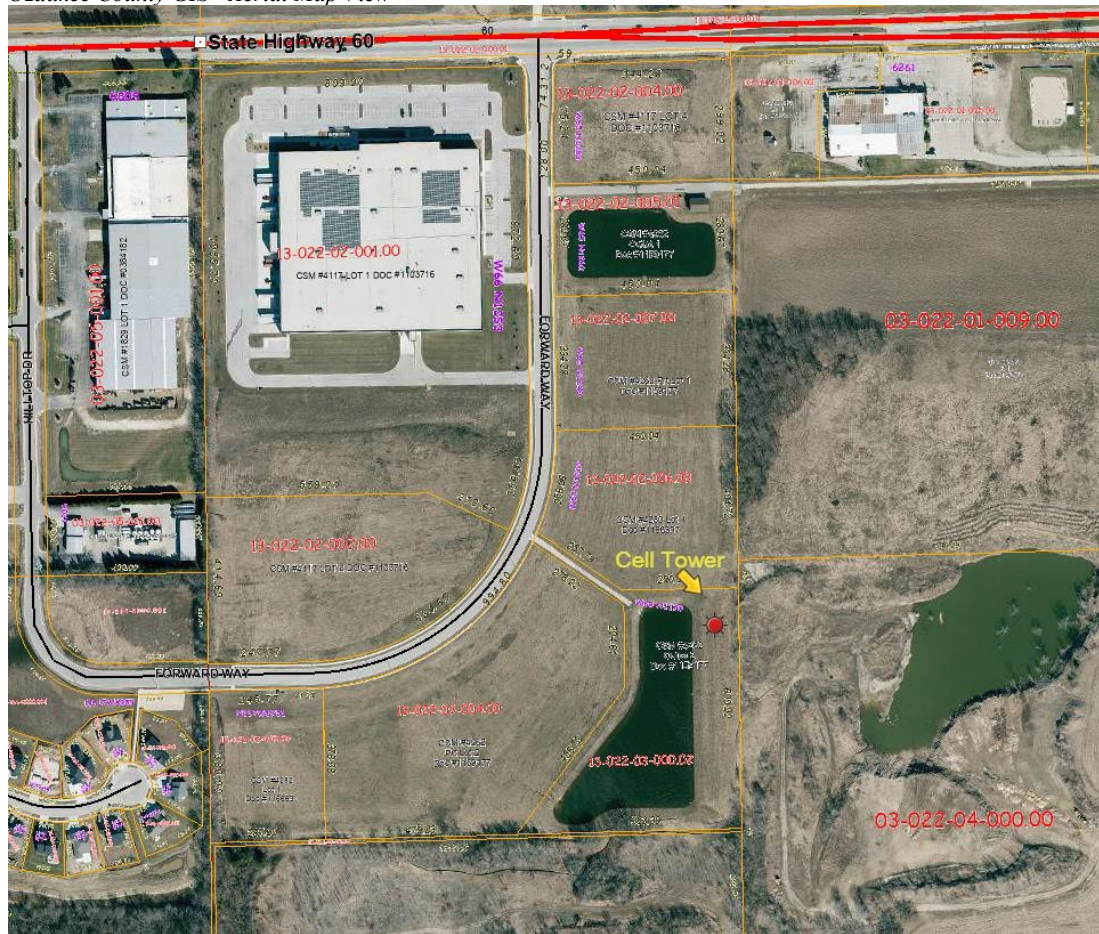
Location:

W65 N1170 Forward Way

Discussion:

The applicant originally presented (and received approval of) a grading plan that called for a retaining wall to be built between the east edge of their cell tower ground compound and the property to the east just a few feet away. Apparently, their site survey/grading plan was wrong, and they now want to grade down and away from the east edge of the ground compound out onto the property to the east (owned by others). The cell tower company represents that they are in talks with the neighbor to the east about gaining permission to perform this grading work on the neighbor's property.

The City Engineer/Director of Public Works indicates that he would not object to this revision, subject to the condition that he has final review and approval oversight on the detailed design and extent of the new grading plan.



Recommendation:

The Planner recommends the following conditions be considered for attachment to any approval the Plan Commission is inclined toward granting in this matter:

- 1) City Engineer review and approval of the detailed final design and extent of the new grading plan prior to start of work;
- 2) Tower company must provide a signed copy of written consent from the property owner to the east (i.e., Chris Stankovich Trust et al), prior to final approval of plans and start of work on the revised grading.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

DRIVING DIRECTIONS

STARTING AT O'HARE INTERNATIONAL AIRPORT
10000 W BALMORAL AVE, CHICAGO, IL 60666:

GET ON I-190. HEAD SOUTHWEST ON I-190 W. TAKE THE BESSIE COLEMAN DR EXIT TOWARD AIRPORT TERMINAL 5/A.R.F.F. STAGING AREA D. TURN RIGHT ONTO BESSIE COLEMAN DR. TAKE I-294 S TO IL-38 W/ROOSEVELT RD IN PROVISO TOWNSHIP. TAKE EXIT 30B FROM I-294 N. TAKE EXIT 1D TOWARD I-294 S/INDIANA'S TOLLWAY. USE THE RIGHT 3 LANES TO TAKE THE 22ND ST EXIT. KEEP RIGHT AT THE FORK AND MERGE ONTO W CERMAK RD. USE THE RIGHT LANE TO MERGE ONTO I-294 N VIA THE RAMP TO WISCONSIN. TAKE EXIT 30B FOR IL-38/ROOSEVELT RD W. CONTINUE ON IL-38 W/ROOSEVELT RD. DRIVE TO W HIGHRIDGE RD IN VILLA PARK. MERGE ONTO IL-38 W/ROOSEVELT RD. TURN RIGHT ONTO ARDMORE AVE. TURN LEFT ONTO W HIGHRIDGE RD. SITE WILL BE LOCATED ON THE LEFT HAND SIDE.

SCAN FOR DRIVING DIRECTIONS



SITE INFORMATION

SITE ADDRESS: 6603 STATE ROAD 60, LOT 1 CEDARBURG, WI 53012

LATITUDE (NAD 83): N43° 19' 08.8" (43.319118° N°)
LONGITUDE (NAD 83): W87° 59' 24.7" (-87.990186° W°)

GROUND ELEVATION: 854' (AMSL)

JURISDICTION: CITY OF CEDARBURG

ZONING: PU

PARCEL/MAP NUMBER: 130220300002

PARCEL OWNER: CITY OF CEDARBURG
C/O MIKKO HILVO, CITY ADMINISTRATOR
W63 N645 WASHINGTON AVE.
CEDARBURG, WI 53012

TOWER OWNER: TOWERCO LLC
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

STRUCTURE TYPE: MONOPOLE TOWER

STRUCTURE HEIGHT: 195'-0" (AGL)

POWER SUPPLIER: COMED

FIBER SUPPLIER: AT&T

PROJECT TEAM

APPLICANT: TOWERCO LLC
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

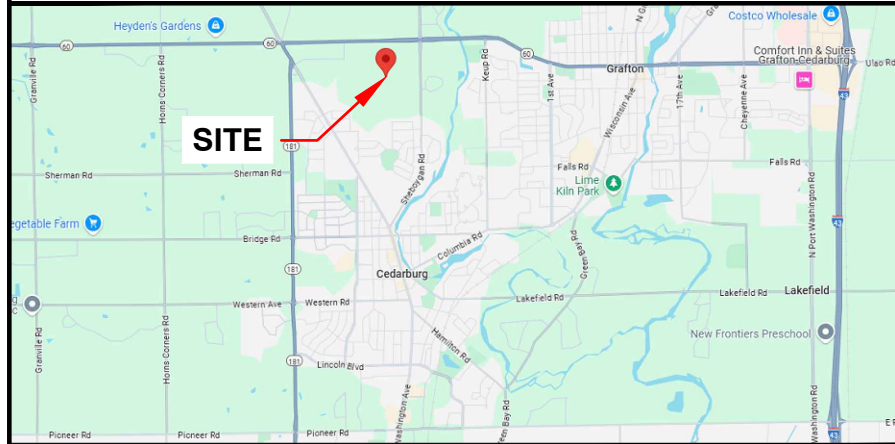
ARCHITECT ENGINEERING: JOHN M. BANKS
604 FOX GLEN
BARRINGTON, IL 60010
CONTACT: JOHN M. BANKS
PHONE: (847) 277-0070
EMAIL: JBANKS@WESTCHESTERSERVICES.COM



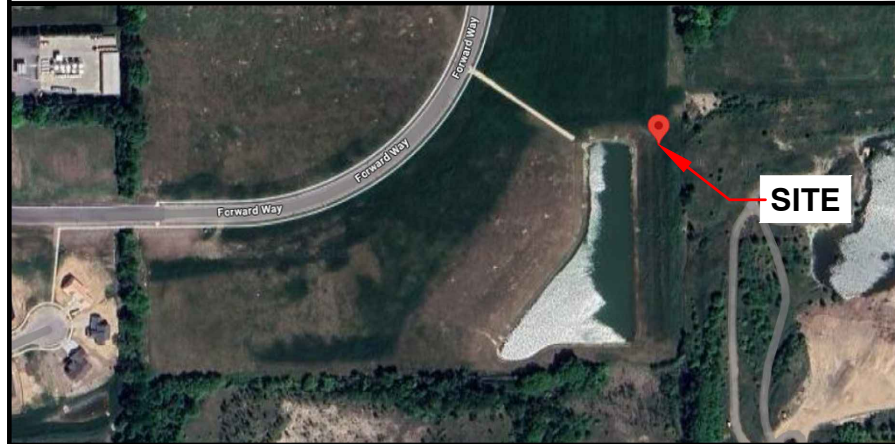
TowerCo

TOWERCO SITE ID: WI0353
AT&T SITE NUMBER: WI0353 - 12876382
SITE NAME: CEDARBURG
SITE ADDRESS: 6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012
PID: 130220300002

VICINITY MAP



LOCATION MAP



CODE COMPLIANCE

- ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.
- 2018 INTERNATIONAL BUILDING CODE
 - 2011 NATIONAL ELECTRICAL CODE
 - 2020 NFPA 101, LIFE SAFETY CODE
 - 2018 INTERNATIONAL FIRE CODE
 - AMERICAN CONCRETE INSTITUTE
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION
 - MANUAL OF STEEL CONSTRUCTION 13TH EDITION
 - TIA 607
 - INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEERING 81
 - IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
 - TELECORDIA GR-1275

CONSTRUCTION APPROVAL

TOWERCO SITE ACQUISITION MANAGER: _____ DATE: _____
TOWERCO CONSTRUCTION MANAGER: _____ DATE: _____
RF PROJECT MANAGER: _____ DATE: _____
PROJECT MANAGER: _____ DATE: _____

**Exhibit "A" to TowerCo
Conditional Use Permit
page 1 of 14**

DRAWING INDEX

- T-1 TITLE SHEET
- B-1 SITE SURVEY
- B-1.1 SITE SURVEY
- B-1.2 SITE SURVEY
- B-1.3 SITE SURVEY
- C-1 OVERALL SITE PLAN
- C-2 ENLARGED SITE PLAN
- C-2A ENLARGED SITE PLAN
- C-3 ELEVATION
- C-4 FENCE DETAILS
- C-5 GRADING PLAN
- C-5A EROSION CONTROL DETAILS
- C-5B RETAINING WALL DETAILS

DRAWING SCALE

THESE DRAWINGS ARE SCALED TO FULL SIZE AT 22"X34" AND HALF SIZE AT 11"X17". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

SCOPE OF WORK

- THIS PROJECT CONSISTS OF :
- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY
 - SITE WORK: NEW TOWER, UNMANNED EQUIPMENT CABINET ON CONCRETE PAD, AND UTILITY INSTALLATIONS



Know what's below.
Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN ILLINOIS, CALL ILLINOIS ONE CALL
TOLL FREE: 1-800-892-0123 OR
www.illinois1call.com

ILLINOIS STATUTE
REQUIRES MIN OF 2
WORKING DAYS NOTICE
BEFORE YOU EXCAVATE



DRAWN BY: RA
CHECKED BY: _____

REV	DATE	DESCRIPTION
0	11/07/24	ZONING DRAWINGS
1	12/11/24	ZONING DRAWINGS
2	01/30/25	ZONING DRAWINGS
3	02/20/25	ZONING DRAWINGS
4	02/24/25	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN

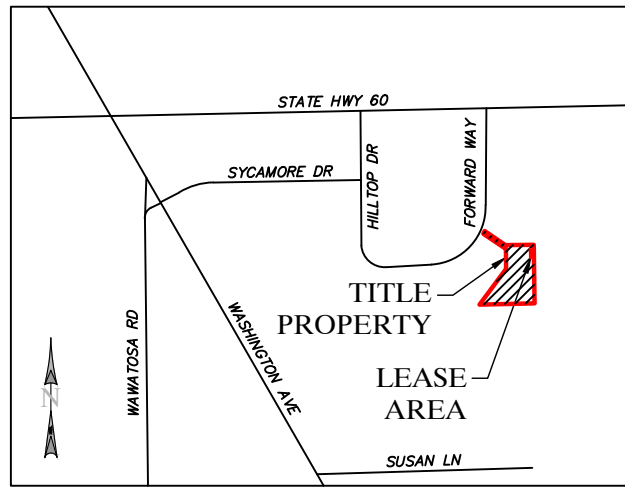


TOWERCO SITE ID: WI0353
AT&T SITE# WI0353 - 12876382
AT&T SITE NAME: CEDARBURG

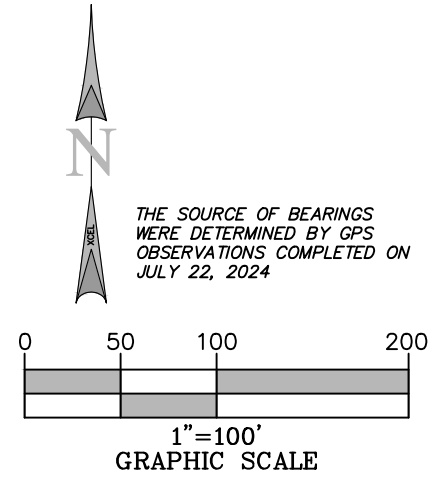
SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



VICINITY MAP
NOT TO SCALE



*** FAA COORDINATE POINT**

NAD 83
LATITUDE: 43°19'07.3788" (43.31871635)
LONGITUDE: -87°59'23.5847" (-87.98988464)
NAVD88
ELEVATIONS: 842.59± AMSL

● TEMPORARY BENCHMARK

LATITUDE: 43°19'09.6101" (43.31933614)
LONGITUDE: -87°59'29.6488" (-87.99156912)
ELEVATION: 850.18'
LOCATION: SET IRON ROD

GLOBAL POSITIONING SYSTEMS NOTE

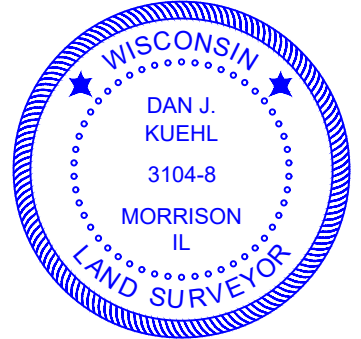
1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE TOPOGRAPHY AND FOUND BOUNDARY MONUMENTS WERE ALSO LOCATED USING GPS METHODS.
2. THE TYPE OF GPS UTILIZES AS NETWORK ADJUSTED REAL TIME KINEMATIC (TOPCON VRS NETWORK), WSCRS2011-OZAUKEEF.
3. TOPCON HIPER SR RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

- NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY XCEL CONSULTANTS TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL.
- THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT PARCEL HAS BEEN PERFORMED.
- THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.
- THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.
- XCEL CONSULTANTS HAS RECEIVED AND REVIEWED THE TITLE REPORT PREPARED BY U.S. TITLE SOLUTIONS, FILE NO. UST76464, DATED NOVEMBER 6, 2023, PREPARED FOR THE PARENT PROPERTY.
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 55089C0178F, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 4, 2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	LEASE LINE
	ACCESS/UTILITY EASEMENT
	RIGHT OF WAY LINE
	EASEMENT LINE
	CONTOURS
	STORM DRAIN LINE
	CONCRETE
	GRAVEL
	MANHOLE (SANITARY/STORM)
	FIRE HYDRANT
	WATER VALVE
	DRAINAGE INLET
	FLARED END SECTION
	BENCHMARK
	FOUND MONUMENT (AS NOTED)
	UTILITY POLE
	TELEPHONE PEDESTAL
	GUY WIRE
	POINT OF BEGINNING
	POINT OF COMMENCEMENT
	CENTERLINE OF TOWER LOCATION
	MEASURED & RECORD
	SQUARE FEET



I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

Dan J. Kuehl
FEBRUARY 24, 2025

DAN J. KUEHL
LICENSE NUMBER 3104-8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

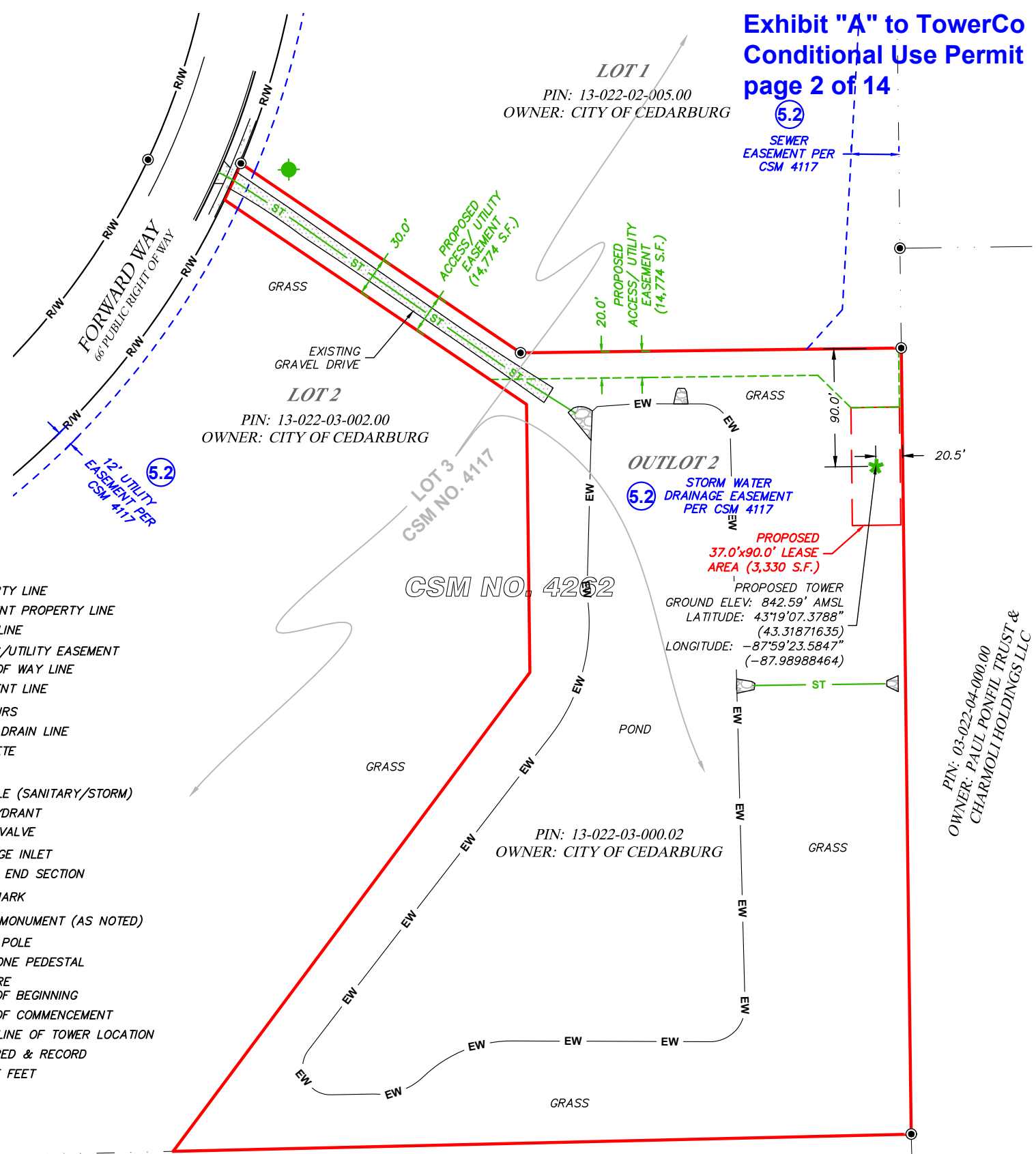


Exhibit "A" to TowerCo
Conditional Use Permit
page 2 of 14

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX: 847.277.0080
ae@westchesterservices.com

PREPARED FOR:

SURVEYED BY:
XCEL Consultants
120 10TH AVENUE EAST, SUITE 3
MILAN, IL 61264
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 245279

SITE SURVEY

REV.	DATE	DESCRIPTION
A	9/24/24	UPDATE ACCESS ESMT
B	2/19/25	UPDATE ACCESS ESMT
C	2/24/25	ISSUED AS FINAL

SITE INFORMATION:
CEDARBURG
FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY
TAX PARCEL NUMBER:
13-022-02-003.00
PROPERTY OWNER:
CITY OF CEDARBURG
W63 N645 WASHINGTON AVE
CEDARBURG, WI 53012

SITE NUMBER:
WI0353

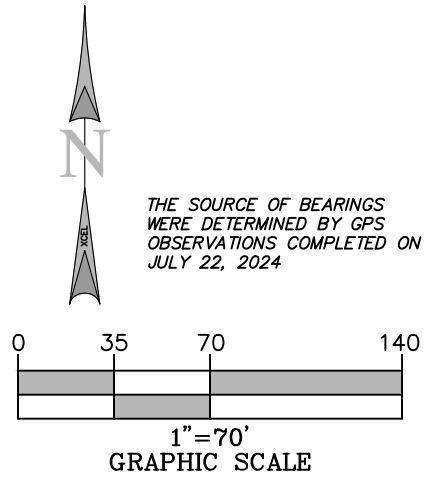
DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: JULY 22, 2024
PLAT DATE: FEB 24, 2025

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER:
B-1

PIN: 03-022-03-001.01
OWNER: STONE LAKE DEVELOPMENT INC

SITE SURVEY



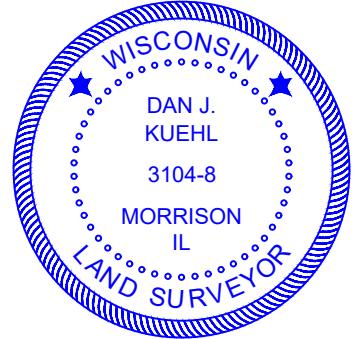
THE SOURCE OF BEARINGS
WERE DETERMINED BY GPS
OBSERVATIONS COMPLETED ON
JULY 22, 2024

*** FAA COORDINATE POINT**
NAD 83
LATITUDE: 43°19'07.3788" (43.31871635)
LONGITUDE: -87°59'23.5847" (-87.98988464)
NAVD88
ELEVATIONS: 842.59'± AMSL

● TEMPORARY BENCHMARK
LATITUDE: 43°19'09.6101" (43.31933614)
LONGITUDE: -87°59'29.6488" (-87.99156912)
ELEVATION: 850.18'
LOCATION: SET IRON ROD

LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - - - LEASE LINE
- - - - - ACCESS/UTILITY EASEMENT
- - - - - RIGHT OF WAY LINE
- - - - - EASEMENT LINE
- - - - - CONTOURS
- ST — STORM DRAIN LINE
- CONCRETE
- GRAVEL
- (S) (D) MANHOLE (SANITARY/STORM)
- (FH) FIRE HYDRANT
- (WV) WATER VALVE
- (DI) DRAINAGE INLET
- (FES) FLARED END SECTION
- (B) BENCHMARK
- (FM) FOUND MONUMENT (AS NOTED)
- (UP) UTILITY POLE
- (TP) TELEPHONE PEDESTAL
- (GW) GUY WIRE
- (PB) POINT OF BEGINNING
- (PC) POINT OF COMMENCEMENT
- * CENTERLINE OF TOWER LOCATION
- (M&R) MEASURED & RECORD
- S.F. SQUARE FEET



I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

Dan J. Kuehl
FEBRUARY 24, 2025

DAN J. KUEHL
LICENSE NUMBER 3104-8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

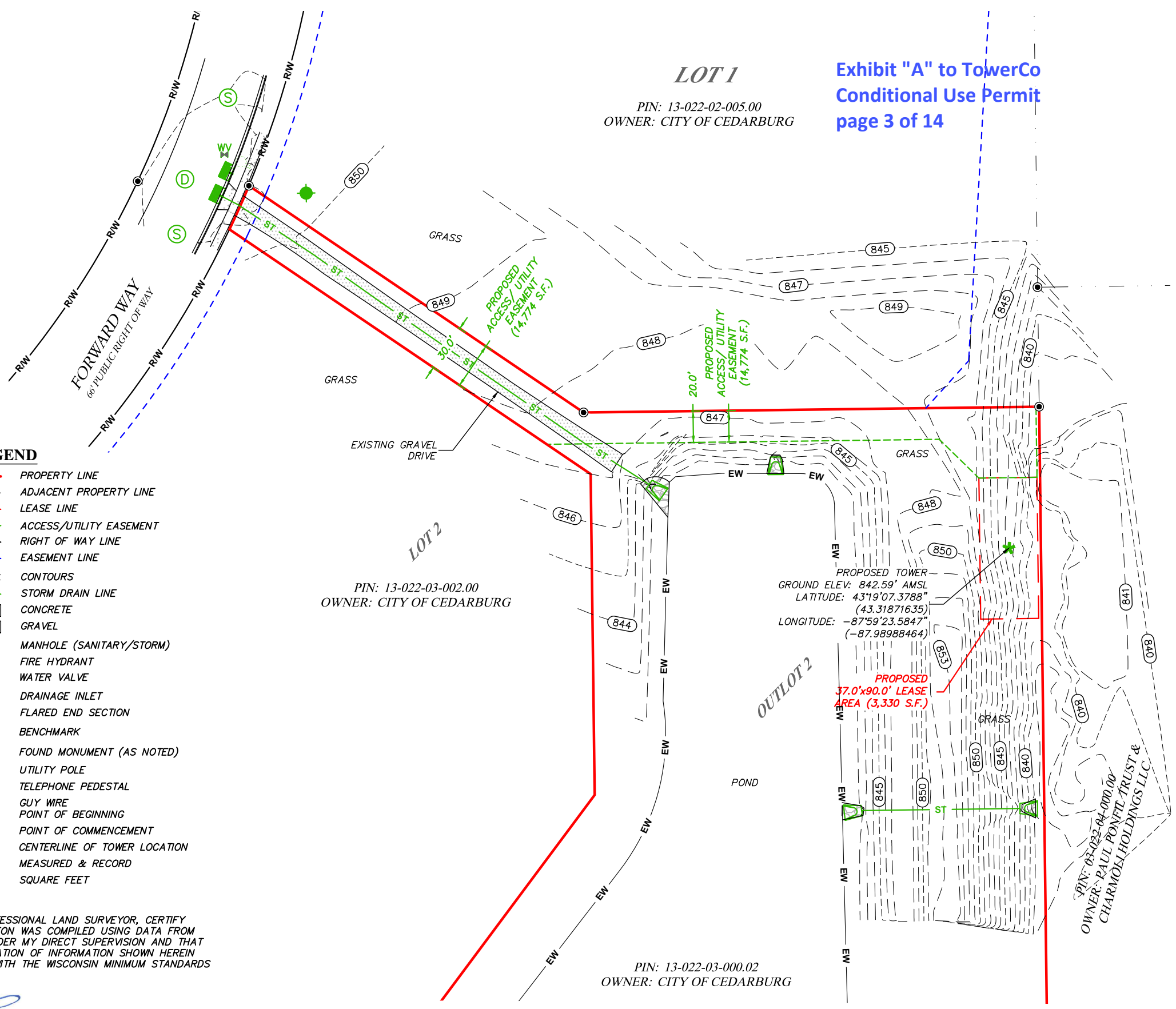


Exhibit "A" to TowerCo
Conditional Use Permit
page 3 of 14

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:
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120 10TH AVENUE EAST, SUITE 3
MILAN, IL 61264
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

SURVEYED BY:
XCEL Consultants
XCEL PROJECT NUMBER: 245279

SITE SURVEY

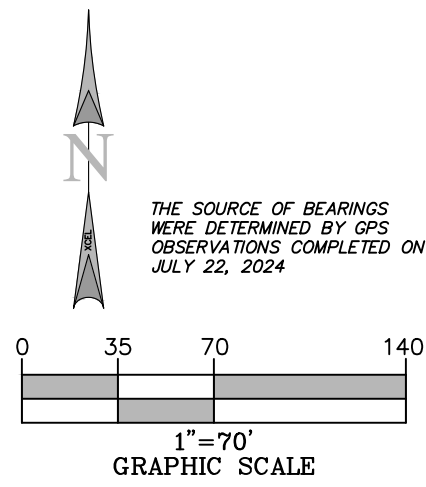
REV.	DATE	DESCRIPTION
A	9/24/24	UPDATE ACCESS ESMT
B	2/19/25	UPDATE ACCESS ESMT
C	2/24/25	ISSUED AS FINAL

SITE INFORMATION:
CEDARBURG
FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY
TAX PARCEL NUMBER:
13-022-02-003.00
PROPERTY OWNER:
CITY OF CEDARBURG
W63 N645 WASHINGTON AVE
CEDARBURG, WI 53012

SITE NUMBER:
WI0353
DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: JULY 22, 2024
PLAT DATE: FEB 24, 2025

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER:
B-1.1



AERIAL PER MICROSOFT BING MAPS ON JULY 26, 2024




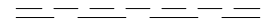

-  PROPERTY LINE
-  LEASE AREA
-  ACCESS/UTILITY EASEMENT
-  CONTOURS
-  CENTERLINE OF TOWER LOCATION



Exhibit "A" to TowerCo
Conditional Use Permit
page 4 of 14



I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

Dan J. Kuehl
FEBRUARY 24, 2025

DAN J. KUEHL
LICENSE NUMBER 3104-8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

AERIAL SURVEY

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:

SURVEYED BY:
XCEL Consultants
120 10TH AVENUE EAST, SUITE 3
MILAN, IL 61264
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 245279

SITE SURVEY

REV.	DATE	DESCRIPTION
A	9/24/24	UPDATE ACCESS ESMT
B	2/19/25	UPDATE ACCESS ESMT
C	2/24/25	ISSUED AS FINAL

SITE INFORMATION:
CEDARBURG

FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY
TAX PARCEL NUMBER:
13-022-02-003.00
PROPERTY OWNER:
CITY OF CEDARBURG
W63 N645 WASHINGTON AVE
CEDARBURG, WI 53012

SITE NUMBER:
WI0353

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: JULY 22, 2024
PLAT DATE: FEB 24, 2025

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER:
B-1.2

REPORT OF TITLE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY XCEL CONSULTANTS, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENT, AUGMENTING EASEMENT, IMPLIES OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM U.S. TITLE SOLUTIONS, FILE NO. UST76464, DATED NOVEMBER 6, 2023, PREPARED FOR THE PARENT PROPERTY.

SURVEY MATTERS OR EASEMENTS LISTED IN SCHEDULE 'B':

4. EASEMENTS AND RIGHTS OF WAY

- 4.1 EASEMENT BY GEORGE KOHLWEY AND ANNA KOHLWEY TO MILWAUKEE GAS AND LIGHT CO N/K/A WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, DATED AUGUST 11, 2020, RECORDED SEPTEMBER 01, 2020, IN INSTRUMENT NO: 1100771. NOTES: PARTIAL RELEASE DOES NOT AFFECT LEASE OR EASEMENT
- 4.2 EASEMENT BY GEORGE KOHLWEY AND ANNA KOHLWEY TO WISCONSIN GAS AND ELECTRIC CO. N/K/A WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION, DATED AUGUST 11, 2020, RECORDED SEPTEMBER 01, 2020, IN INSTRUMENT NO: 1100770. NOTES: PARTIAL RELEASE DOES NOT AFFECT LEASE OR EASEMENT
- 4.3 EASEMENT BY CITY OF CEDARBURG TO WISCONSIN DEPARTMENT OF TRANSPORTATION, DATED FEBRUARY 16, 2004, RECORDED FEBRUARY 24, 2004, IN BOOK 1865, PAGE 204. NOTES: CONTROLLED ACCESS HIGHWAY
- 4.4 HIGHWAY DEDICATED IN BOOK 138, PAGE 610. DOES NOT AFFECT LEASE OR EASEMENT
- 4.5 LAND DEDICATED FOR HIGHWAY PURPOSES IN BOOK 138, PAGE 610. DOES NOT AFFECT LEASE OR EASEMENT

5. OTHER RECORDED DOCUMENTS

- 5.1 NOTICE OF ASSESSMENT ROLL CHANGE RECORDED OCTOBER 23, 2020, IN INSTRUMENT NO: 1104496.
- 5.2 CERTIFIED SURVEY MAP NO. 4117 RECORDED OCTOBER 14, 2020, IN INSTRUMENT NO: 1103716. EASEMENT AS SHOWN
- 5.3 ORDINANCE DATED JUNE 17, 2005, RECORDED JUNE 20, 2005, IN INSTRUMENT NO: 819899. DOCUMENT REFERENCES PROPERTY - NOTHING TO PLOT

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

LOT 3, OF CERTIFIED SURVEY MAP NO. 4117, RECORDED ON 10/14/2020 IN INSTRUMENT NUMBER 1103716, OZAUKEE COUNTY, WI.

SURVEYOR'S NOTE: CSM4117 HAS BEEN SUPERCEDED BY CSM4262 AND REVISED LOT CONFIGURATION IS AS SHOWN

PROPOSED LEASE AREA:

A PART OF OUTLOT 2 OF CSM 4262, PER INSTRUMENT NO. 1159177, BEING A PART OF LOT 3, OF CSM 4117, PER INSTRUMENT NO. 1103716, OZAUKEE COUNTY, WI, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NE CORNER OF SAID OUTLOT 2; THENCE S02°10'31"E, ALONG THE EAST LINE OF SAID OUTLOT 2, 45.00 FEET; THENCE S87°49'29"W, 2.00 FEET TO THE POINT OF BEGINNING FOR THE LEASE AREA HEREIN INTENDED TO BE DESCRIBED: THENCE S87°49'29"W, 37.00 FEET; THENCE N47°10'31"W, 35.36 FEET; THENCE S87°49'29"W, 250.30 FEET; THENCE N57°19'29"W, ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT 2, 244.37 FEET TO THE SOUTHEASTERLY LINE OF FORWARD WAY; THENCE NORTHEASTERLY, ALONG THE SAID SOUTHEASTERLY LINE OF FORWARD WAY, BEING THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC LENGTH OF 30.47 FEET, CHORD OF SAID CURVE BEARS N22°36'25"E, 30.47 FEET; THENCE S57°19'29"E, ALONG THE NORTHERLY LINE OF SAID OUTLOT 2, 257.78 FEET; THENCE N87°49'29"E, ALONG THE NORTH LINE OF SAID OUTLOT 2, 288.53 FEET; THENCE S02°10'31"E, 45.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,330 SQUARE FEET.

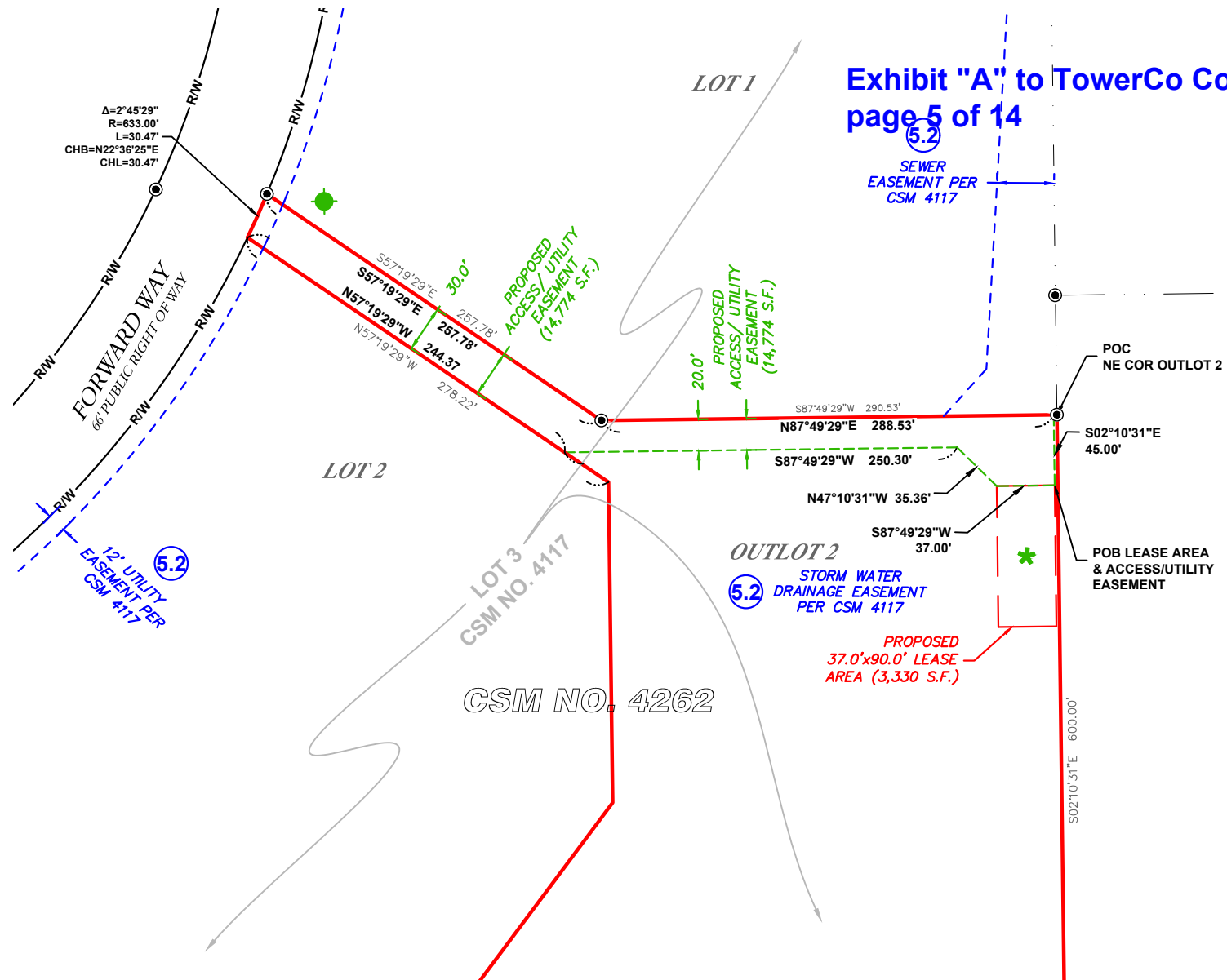
PROPOSED ACCESS/UTILITY EASEMENT:

A PART OF LOT 1 AND OUTLOT 2 OF CSM 4262, PER INSTRUMENT NO. 1159177, BEING A PART OF LOT 3, OF CSM 4117, PER INSTRUMENT NO. 1103716, OZAUKEE COUNTY, WI, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NE CORNER OF SAID OUTLOT 2; THENCE S02°10'31"E, ALONG THE EAST LINE OF SAID OUTLOT 2, 45.00 FEET; THENCE S87°49'29"W, 2.00 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT AREA HEREIN INTENDED TO BE DESCRIBED: THENCE S87°49'29"W, 37.00 FEET; THENCE N47°10'31"W, 35.36 FEET; THENCE S87°49'29"W, 250.30 FEET; THENCE N57°19'29"W, ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT 2, 244.37 FEET TO THE SOUTHEASTERLY LINE OF FORWARD WAY; THENCE NORTHEASTERLY, ALONG THE SAID SOUTHEASTERLY LINE OF FORWARD WAY, BEING THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC LENGTH OF 30.47 FEET, CHORD OF SAID CURVE BEARS N22°36'25"E, 30.47 FEET; THENCE S57°19'29"E, ALONG THE NORTHERLY LINE OF SAID OUTLOT 2, 257.78 FEET; THENCE N87°49'29"E, ALONG THE NORTH LINE OF SAID OUTLOT 2, 288.53 FEET; THENCE S02°10'31"E, 45.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14,774 SQUARE FEET.

I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

Dan J. Kuehl
FEBRUARY 24, 2025

DAN J. KUEHL
LICENSE NUMBER 3104-8
MY LICENSE RENEWAL DATE IS JANUARY 31, 2026
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3



LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°10'31"E	45.00'
L2	S87°49'29"W	2.00'
L3	S02°10'31"E	90.00'
L4	S87°49'29"W	37.00'
L5	N02°10'31"W	90.00'
L6	N87°49'29"E	37.00'

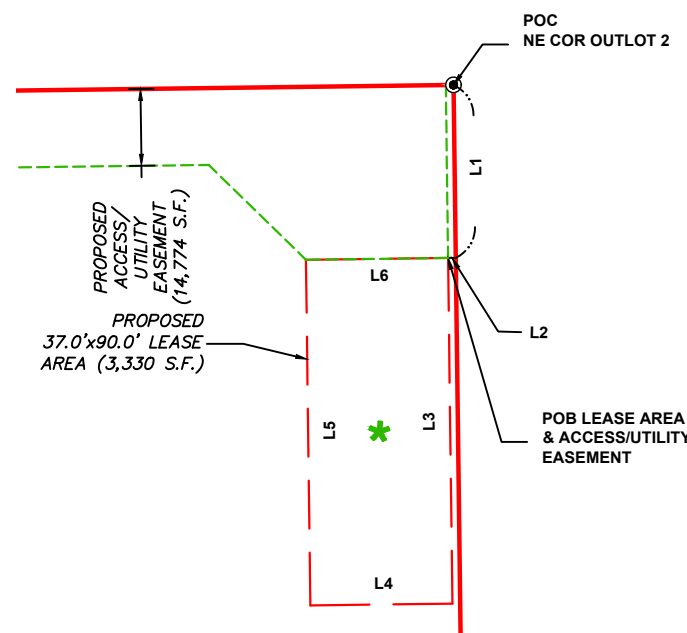


Exhibit "A" to TowerCo Conditional Use Permit
page 5 of 14

PREPARED FOR:
WESTCHESTER
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:

SURVEYED BY:

XCEL Consultants
120 10TH AVENUE EAST, SUITE 3
MILAN, IL 61264
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 245279

SITE SURVEY

REV.	DATE	DESCRIPTION
A	9/24/24	UPDATE ACCESS ESMT
B	2/19/25	UPDATE ACCESS ESMT
C	2/24/25	ISSUED AS FINAL

SITE INFORMATION:
CEDARBURG

FORWARD WAY CEDARBURG, WI
OZAUKEE COUNTY

TAX PARCEL NUMBER:
13-022-02-003.00

PROPERTY OWNER:
CITY OF CEDARBURG
W63 N645 WASHINGTON AVE
CEDARBURG, WI 53012

SITE NUMBER:
WI0353

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: JULY 22, 2024
PLAT DATE: FEB 24, 2025

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER:
B-1.3

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

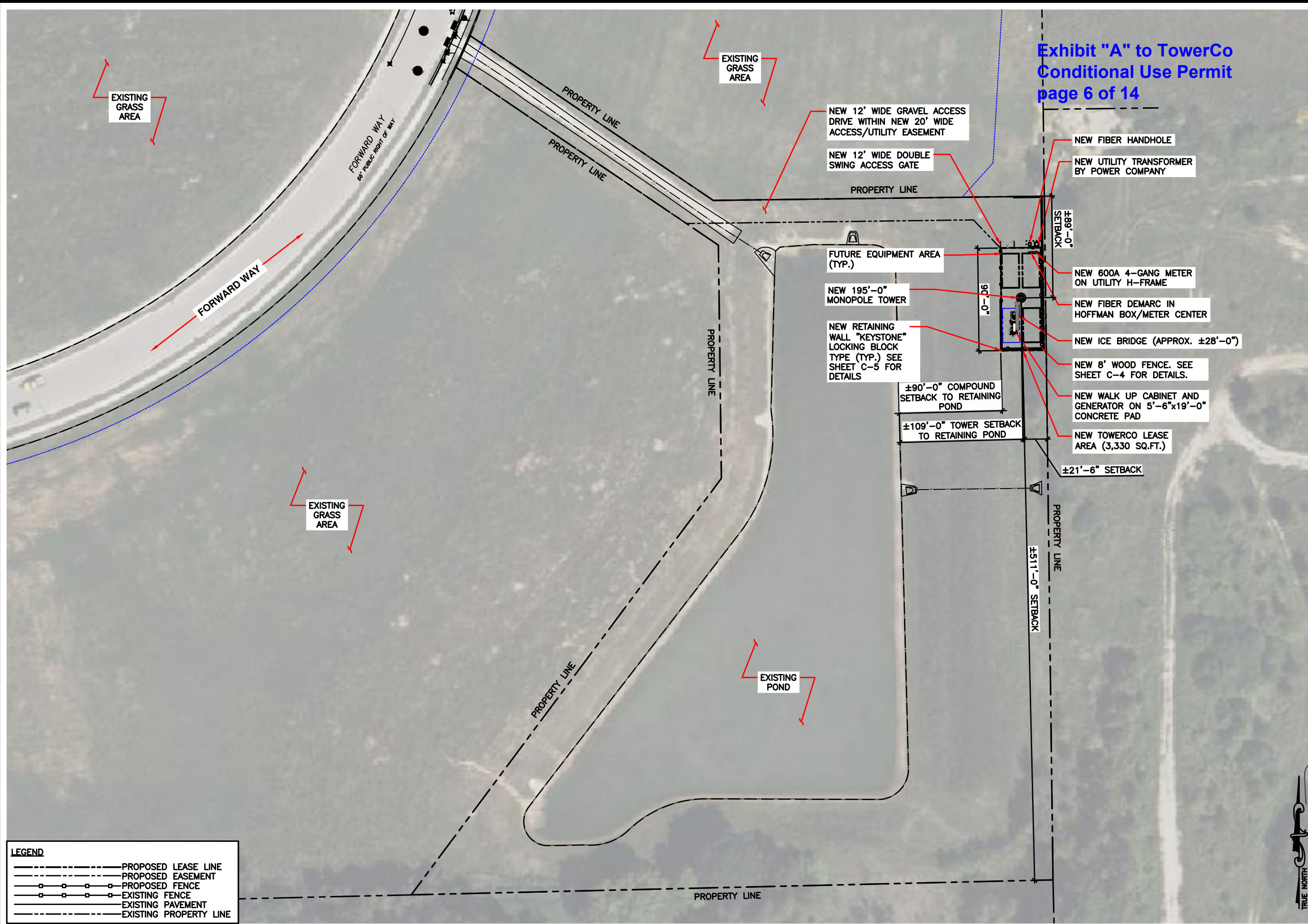


Exhibit "A" to TowerCo
Conditional Use Permit
page 6 of 14



5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519



604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ac@westchesterservices.com

**JOHN M. BANKS
ARCHITECT**

604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL : JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY: RA

CHECKED BY: —

REV	DATE	DESCRIPTION
0	11/07/24	ZONING DRAWINGS
1	12/11/24	ZONING DRAWINGS
2	01/30/25	ZONING DRAWINGS
3	02/20/25	ZONING DRAWINGS
4	02/24/25	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN



EXP DATE: 07/31/26

TOWERCO SITE ID: WIO353
AT&T SITE# WIO353 - 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

LEGEND

-----	PROPOSED LEASE LINE
-----	PROPOSED EASEMENT
-----	PROPOSED FENCE
-----	EXISTING FENCE
-----	EXISTING PAVEMENT
-----	EXISTING PROPERTY LINE

OVERALL SITE PLAN

SCALE: 1" = 40'-0" (24x36)
(OR) 1/2" = 40'-0" (11x17)

1

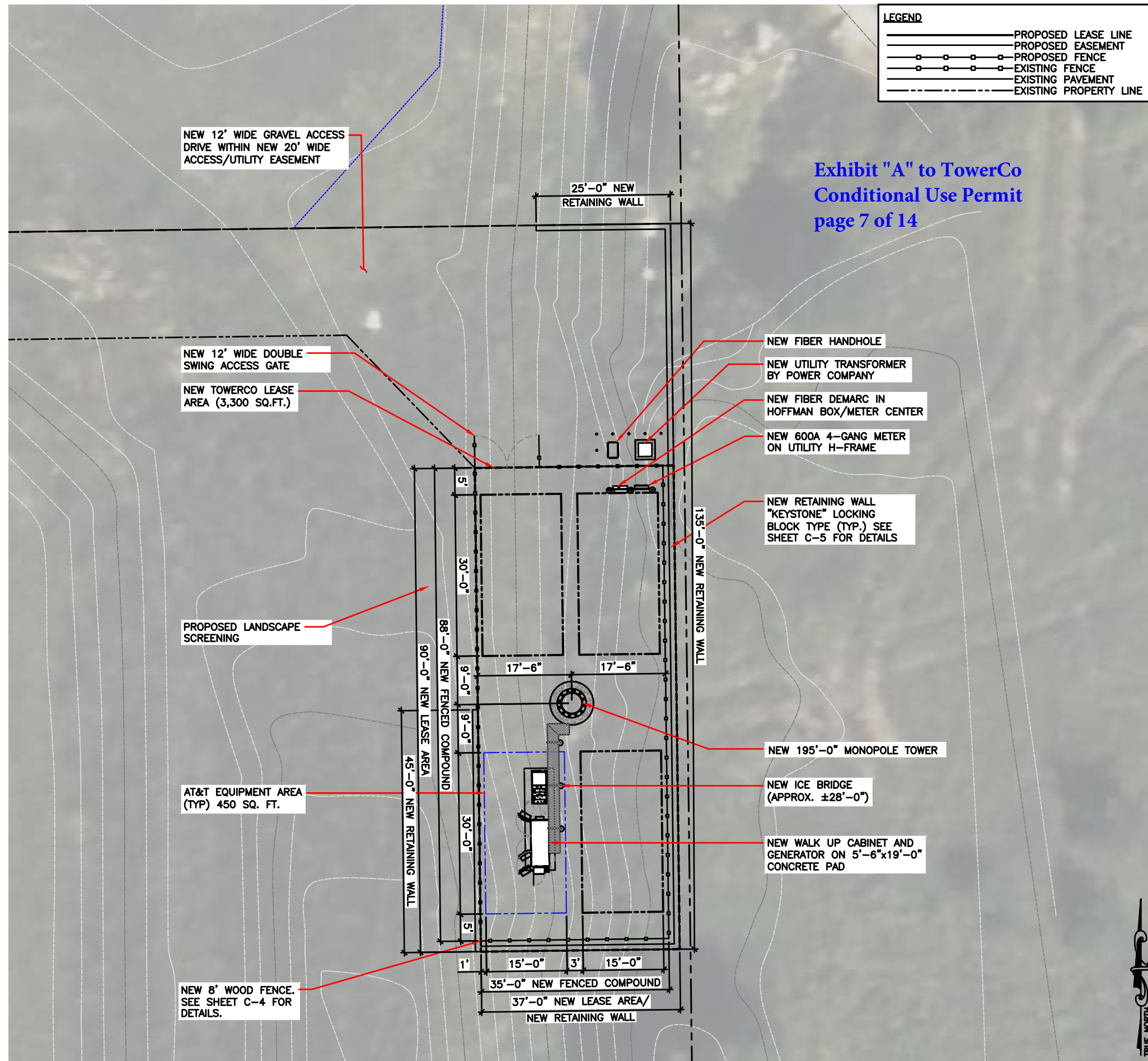
GENERAL NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
 MAXIMUM SOIL LIFTS:
 JUMPING JACK - 3"
 CROWS FOOT TRENCH ROLLER - 6"
 HOE OPERATED VIBRATORY PLATE - 8"
 WHEELED VIBRATORY SOIL COMPACTOR - 12"
 *LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.

LEGEND

	PROPOSED LEASE LINE
	PROPOSED EASEMENT
	PROPOSED FENCE
	EXISTING FENCE
	EXISTING PAVEMENT
	EXISTING PROPERTY LINE

Exhibit "A" to TowerCo
 Conditional Use Permit
 page 7 of 14



TowerCo
 5000 VALLEYSTONE DRIVE
 SUITE 200
 CARY, NC 27519

WESTCHESTER SERVICES LLC
 604 FOX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.0070
 FAX : 847.277.0080
 ae@westchesterservices.com

JOHN M. BANKS ARCHITECT
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 BARRINGTON, IL 60010
 TELEPHONE: 847-277-0070
 FAX : 847-277-0080
 EMAIL :JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY: RA
CHECKED BY: —

REV	DATE	DESCRIPTION
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2	01/30/25	ZONING DRAWINGS
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4	02/24/25	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN

WISCONSIN
 JOHN M. BANKS
 8719-005
 ARCHITECT
 EXP DATE: 07/31/26

TOWERCO SITE ID: W0353
 AT&T SITE# W0353 - 12876382
 AT&T SITE NAME: CEDARBURG
 SITE ADDRESS:
 6603 STATE ROAD 60, LOT 1
 CEDARBURG, WI 53012

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-2

ENLARGED SITE PLAN

SCALE: 1" = 10'-0" (24x36)
 (OR) 1/2" = 10'-0" (11x17)



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GENERAL NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
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LEGEND

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	PROPOSED EASEMENT
	PROPOSED FENCE
	EXISTING FENCE
	EXISTING PAVEMENT
	EXISTING PROPERTY LINE

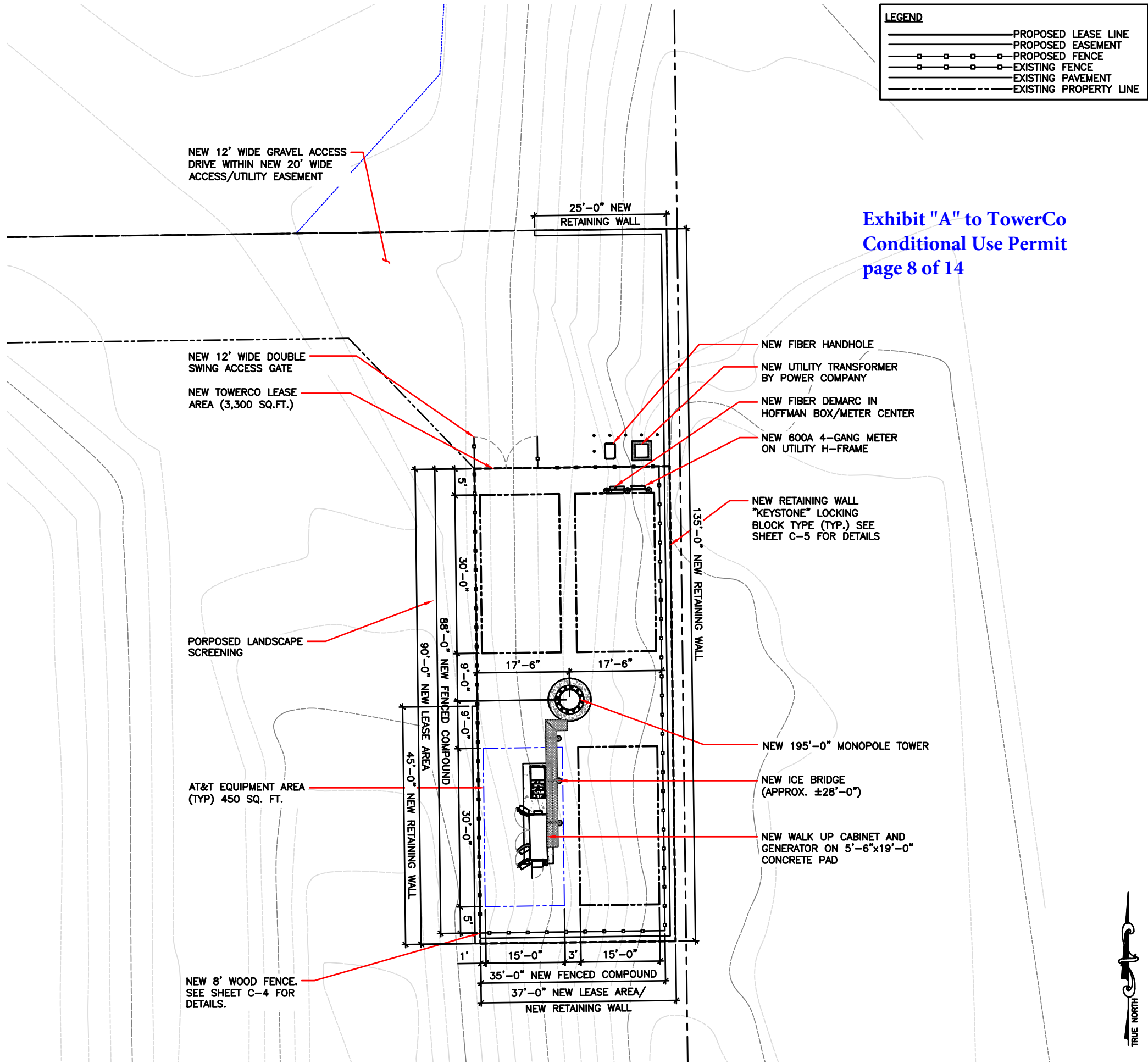


Exhibit "A" to TowerCo
 Conditional Use Permit
 page 8 of 14

TowerCo
 5000 VALLEYSTONE DRIVE
 SUITE 200
 CARY, NC 27519

WESTCHESTER SERVICES LLC
 604 FOX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.0070
 FAX : 847.277.0080
 ae@westchesterservices.com

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 BARRINGTON, IL 60010
 TELEPHONE: 847-277-0070
 FAX : 847-277-0080
 EMAIL :JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY: RA
CHECKED BY: —

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WISCONSIN
 JOHN M. BANKS
 8719-005
 ARCHITECT
 EXP DATE: 07/31/26

TOWERCO SITE ID: W0353
 AT&T SITE# W0353 - 12876382
 AT&T SITE NAME: CEDARBURG
 SITE ADDRESS:
 6603 STATE ROAD 60, LOT 1
 CEDARBURG, WI 53012

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-2A

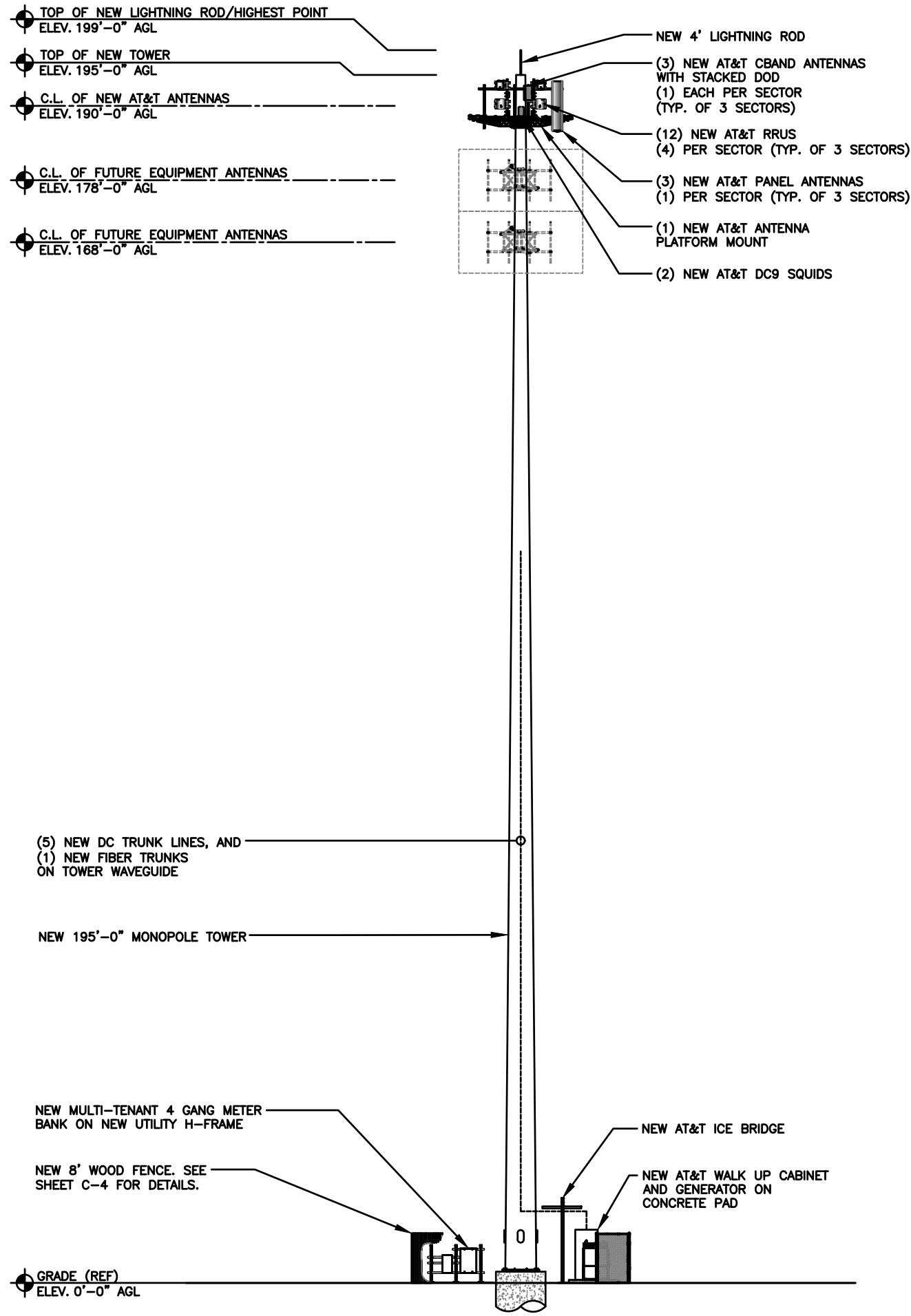
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ENLARGED SITE PLAN

SCALE: 1" = 10'-0" (24x36)
 (OR) 1/2" = 10'-0" (11x17)



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NOTE:
TOWER STRUCTURAL ANALYSIS AND DESIGN BY OTHERS
TOWER FOUNDATION ANALYSIS AND DESIGN BY OTHERS

NOTE:
GENERAL CONTRACTOR SHALL MAKE SURE
SAFETY CLIMB IS 100% FREE OF CABLES AND
MOUNTS AFTER INSTALL IS COMPLETE.

Exhibit "A" to TowerCo
Conditional Use Permit
page 9 of 14

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SUITE 200
CARY, NC 27519

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WISCONSIN
JOHN M. BANKS
8719-005
SOUTH BEND, IN
ARCHITECT

EXP DATE: 07/31/26

TOWERCO SITE ID: WIO353
AT&T SITE# WIO353 - 12876382
AT&T SITE NAME: CEDARBURG
SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

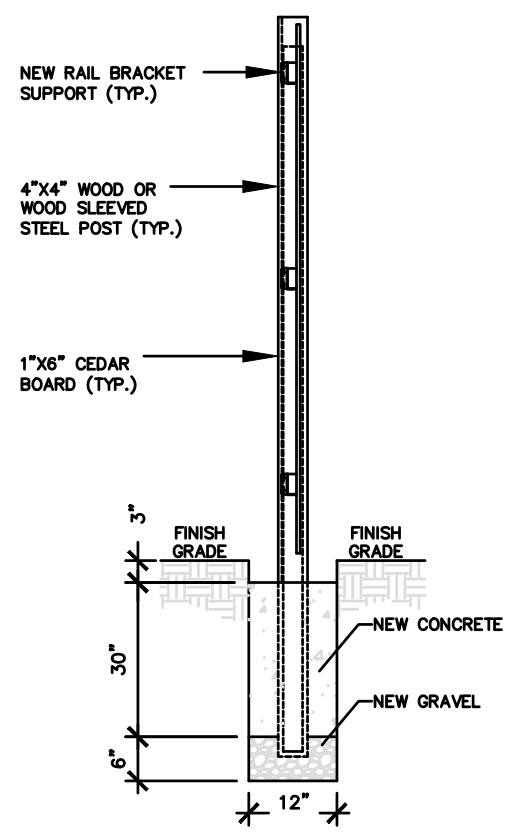
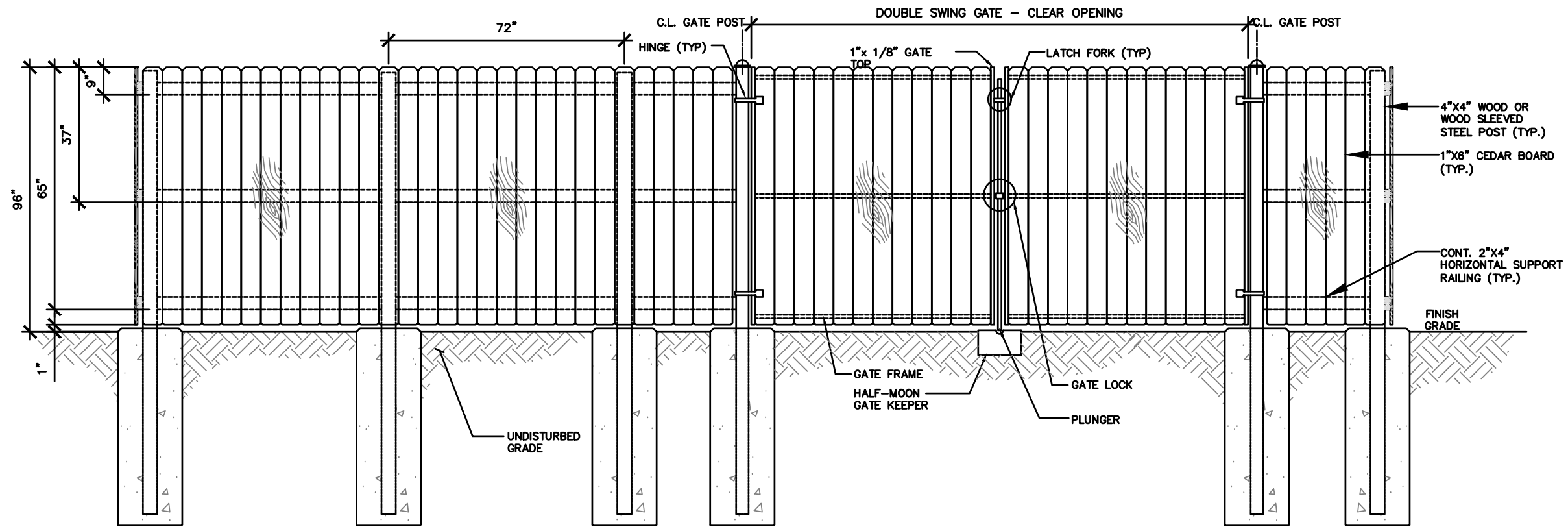
SHEET TITLE
ELEVATION

SHEET NUMBER
C-3

NORTH ELEVATION

0 3' 6' 12' SCALE: 3/32" = 1'-0" (24x36)
(OR) 3/64" = 1'-0" (11x17)

1



FENCE NOTES:

1. FENCING MATERIAL SHALL BE OF PRESSURE TREATED CEDAR, GRADE "A" MATERIAL
2. FENCE TO MATCH EXISTING FENCE IN APPEARANCE
3. ALL CONCRETE FOOTINGS SHALL BE 3000 PSI
4. ALL RAILS AND PICKETS TO BE ATTACHED W/GLUE OR STAINLESS HARDWARE




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CHECKED BY:	---

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EXP DATE: 07/31/26

TOWERCO SITE ID: WIO353
AT&T SITE# WIO353 - 12876382
AT&T SITE NAME: CEDARBURG

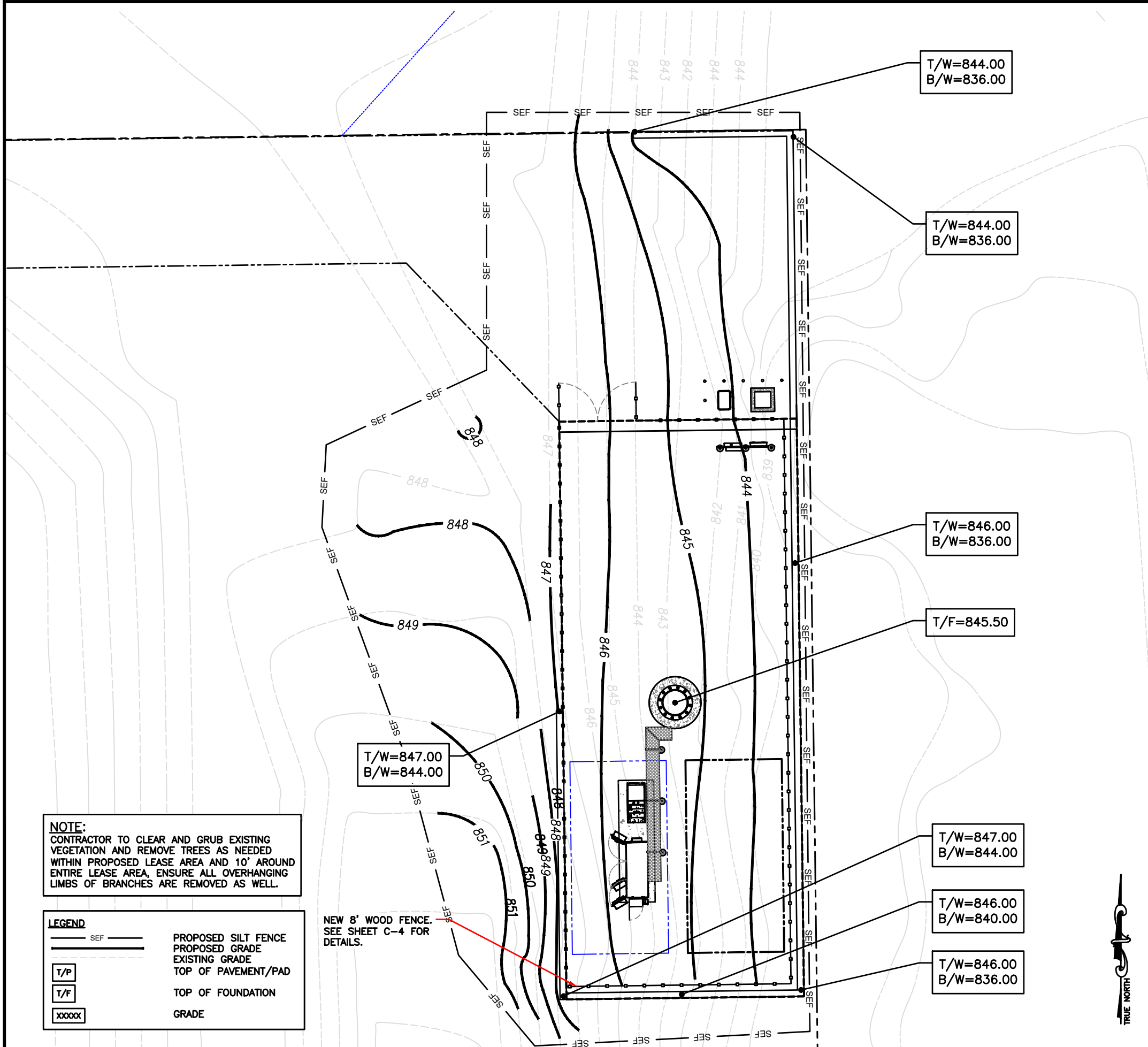
SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
FENCE DETAILS

SHEET NUMBER
C-4

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NOTE:
 CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND REMOVE TREES AS NEEDED WITHIN PROPOSED LEASE AREA AND 10' AROUND ENTIRE LEASE AREA, ENSURE ALL OVERHANGING LIMBS OF BRANCHES ARE REMOVED AS WELL.

LEGEND	
SEF	PROPOSED SILT FENCE
---	PROPOSED GRADE
---	EXISTING GRADE
T/P	TOP OF PAVEMENT/PAD
T/F	TOP OF FOUNDATION
XXXXX	GRADE

NEW 8' WOOD FENCE. SEE SHEET C-4 FOR DETAILS.

GRADING PLAN

0' 2' 4' 8' SCALE: 1/8" = 1'-0" (24x36)
 (OR) 1/16" = 1'-0" (11x17) **1**

Exhibit "A" to TowerCo
 Conditional Use Permit
 page 11 of 14

TowerCo
 5000 VALLEYSTONE DRIVE
 SUITE 200
 CARY, NC 27519

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 BARRINGTON, IL 60010
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 ae@westchesterservices.com

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WISCONSIN
 JOHN M. BANKS
 8719-005
 SOLO HELGIN
 ARCHITECT
 EXP DATE: 07/31/26

TOWERCO SITE ID: WIO353
 AT&T SITE/ WIO353 - 12876382
 AT&T SITE NAME: CEDARBURG
 SITE ADDRESS:
 6603 STATE ROAD 60, LOT 1
 CEDARBURG, WI 53012

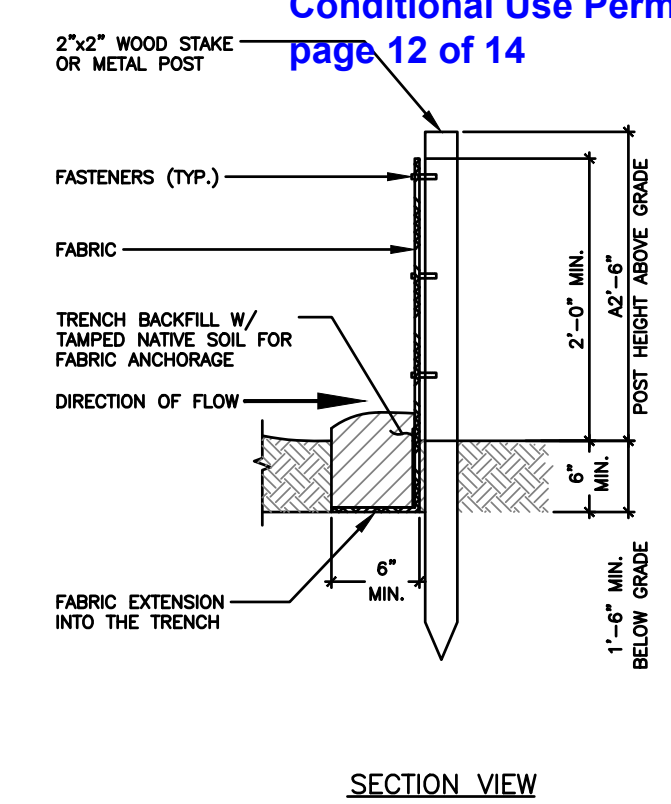
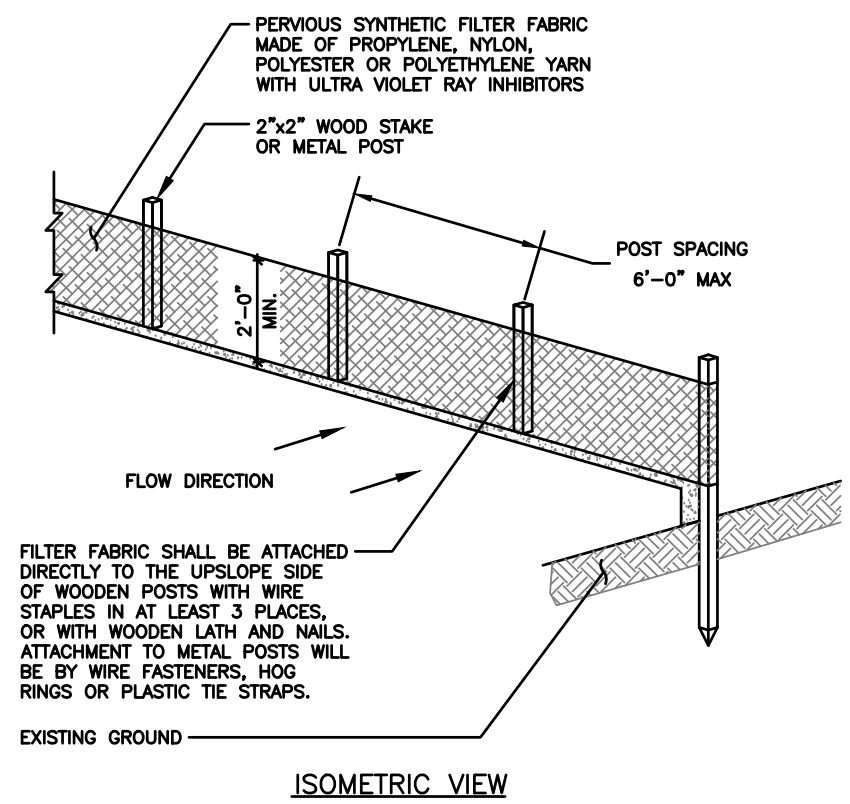
SHEET TITLE
GRADING PLAN

SHEET NUMBER
C-5

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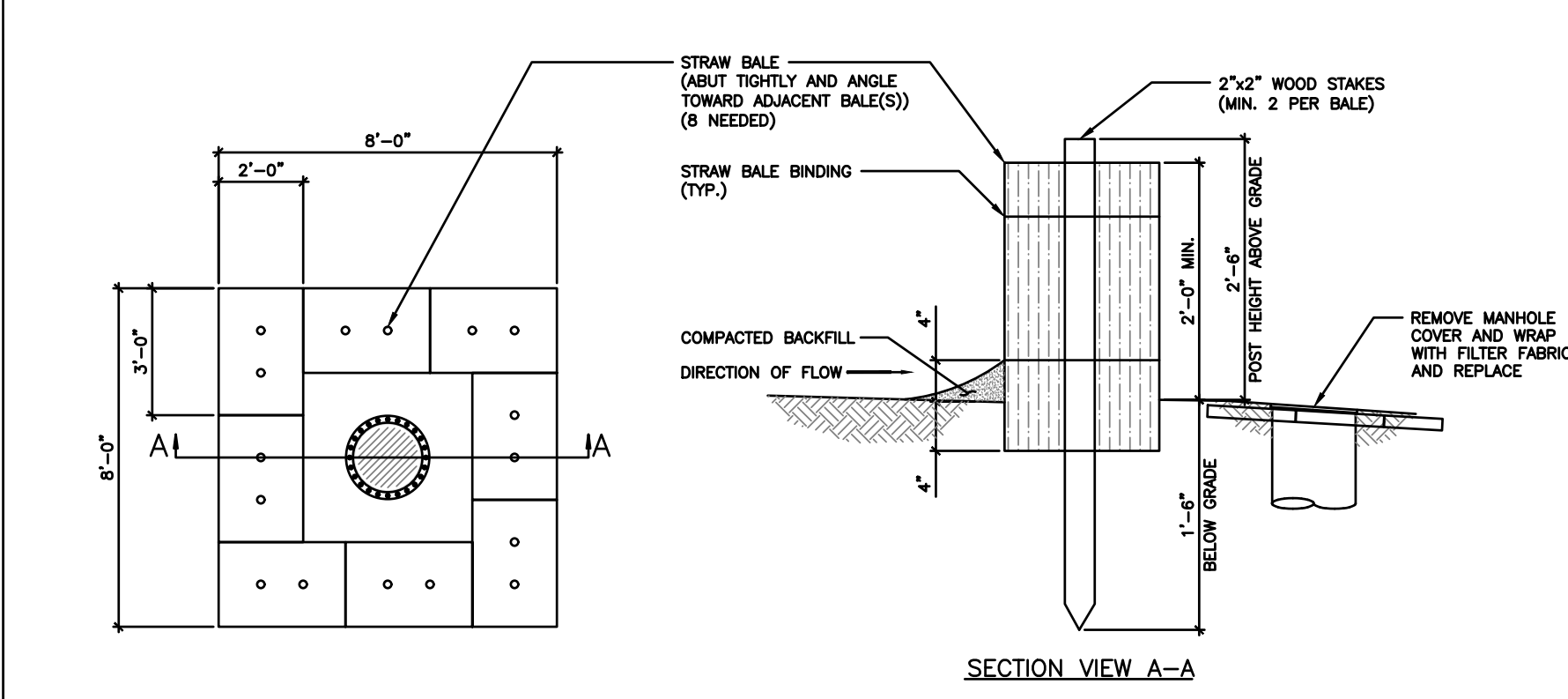
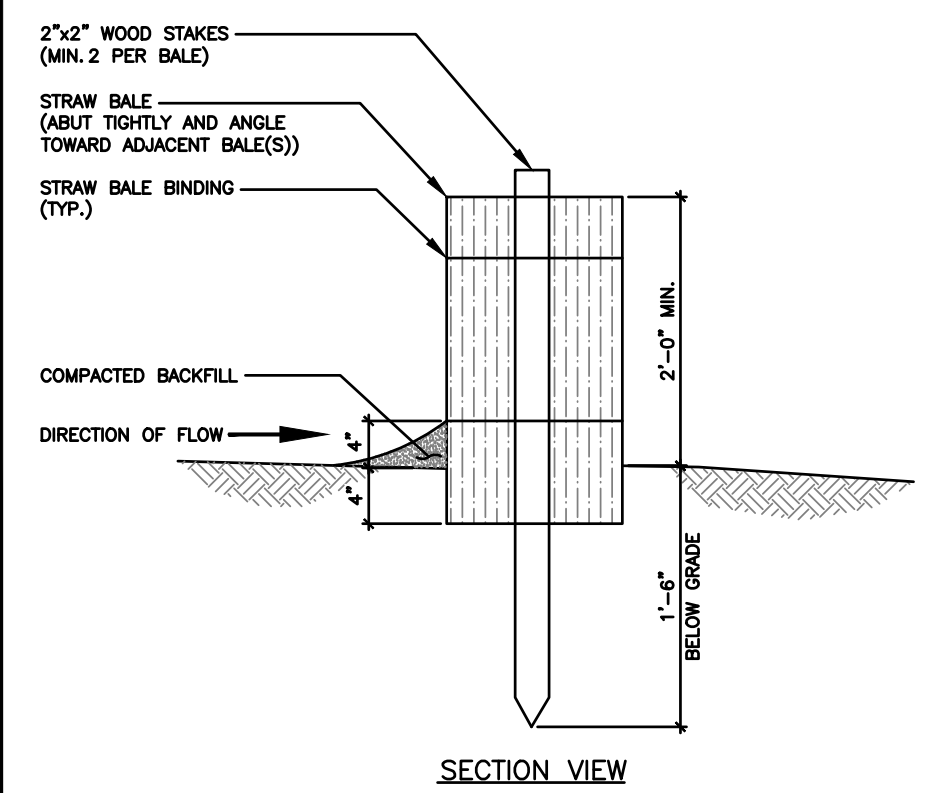
- ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE APPLICABLE STATE ADOPTED "PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL" AND THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL" OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.
- A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND SHALL BE PROVIDED AS SHOWN ON THE PLAN. THE CONDITION OF THE FENCE SHALL BE INSPECTED REGULARLY AND AFTER EVERY RAINSTORM THAT MIGHT PRODUCE RUNOFF. DAMAGED OR DETERIORATED ITEMS SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION
- SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING
- THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKEWISE SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE
- ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT
- MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT
- SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER
- ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED
- ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER
- TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO JOB SITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY
- REPLACE SOIL EROSION CONTROL MEASURES WITH SEED, SOD AND TOPSOIL AT THE COMPLETION OF THE PROJECT
- SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN PROJECT IS COMPLETED

**Exhibit "A" to TowerCo
Conditional Use Permit
page 12 of 14**



SOIL EROSION & SEDIMENT CONTROL NOTES SCALE N.T.S. **4**

EROSION CONTROL - SILT FENCE SCALE N.T.S. **2**



EROSION CONTROL - STRAW BALE (OPTIONAL) SCALE N.T.S. **3**

EROSION CONTROL - STRAW BALE AT STORM INLET MANHOLE (IF NEEDED SEE PLANS) SCALE N.T.S. **1**

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JOHN M. BANKS
8719-005
ARCHITECT

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SHEET TITLE
EROSION CONTROL DETAILS

SHEET NUMBER
C-5A

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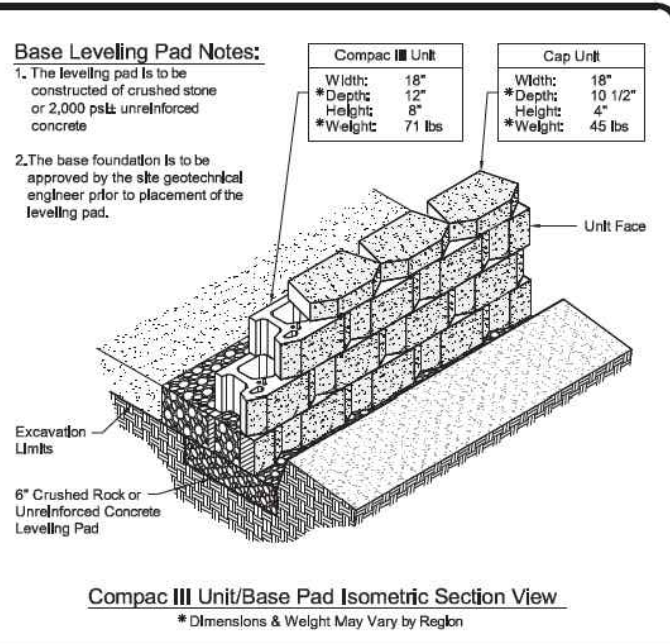
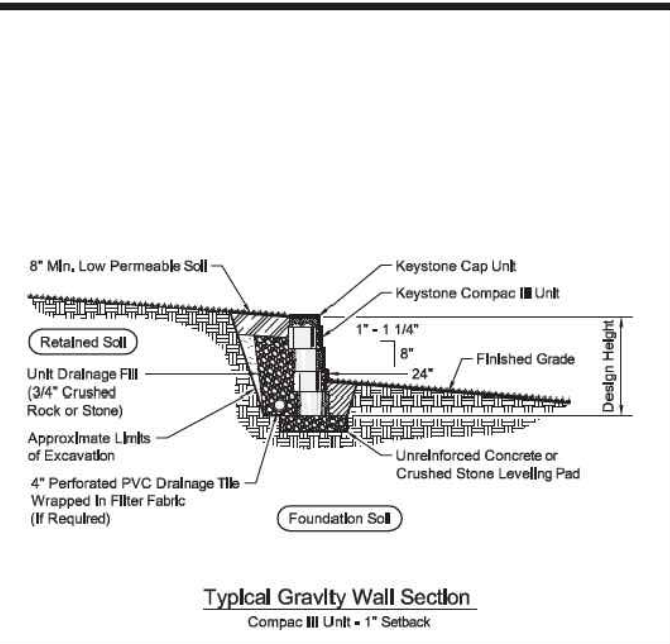
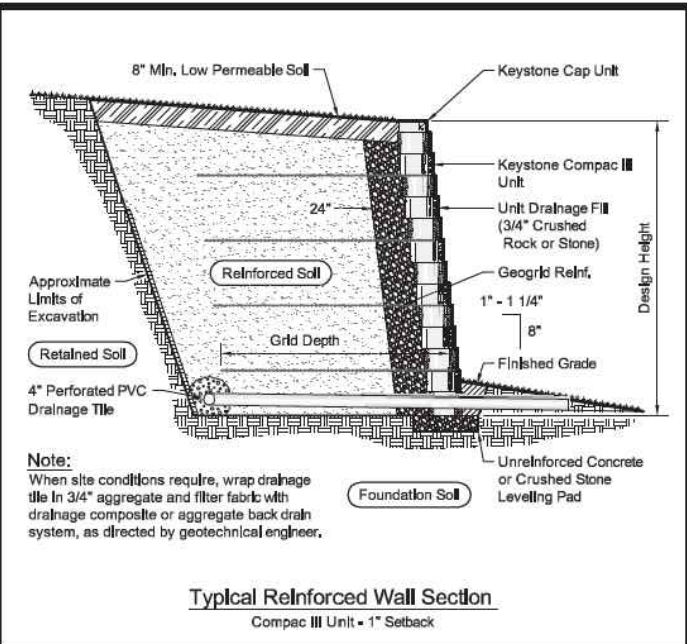
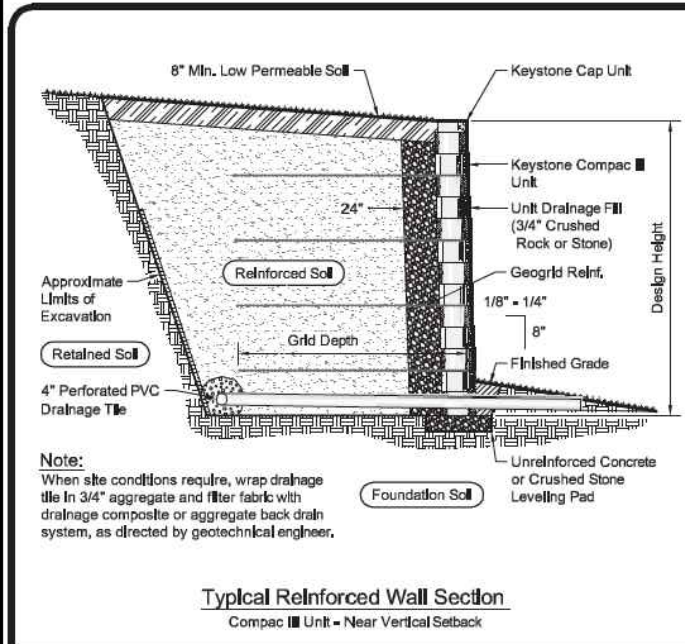
TOWERCO SITE ID: W0353
AT&T SITE/ W0353 - 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
RETAINING WALL DETAILS

SHEET NUMBER
C-5B

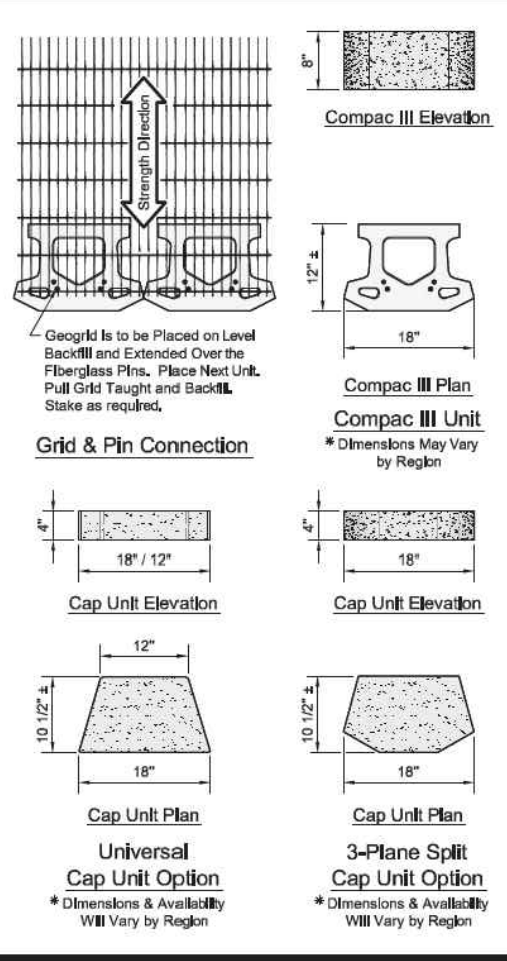
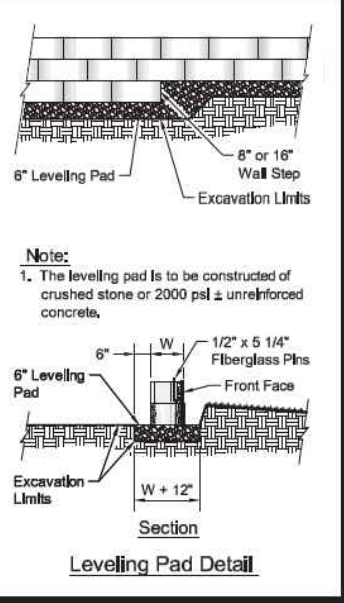
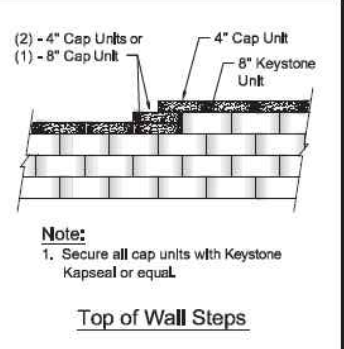
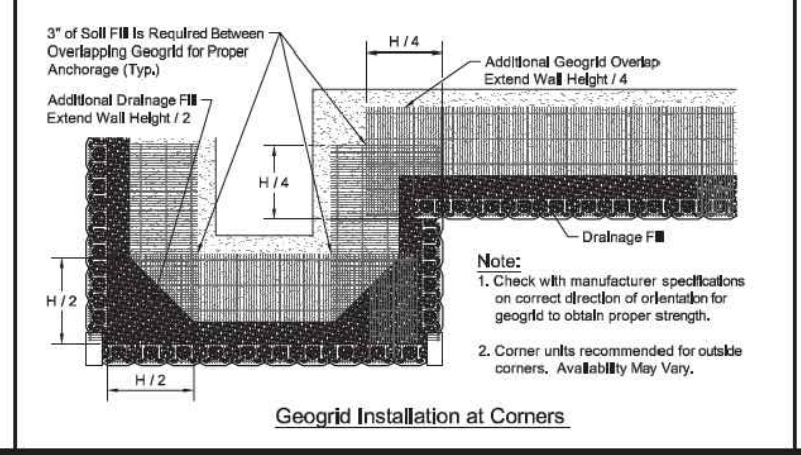
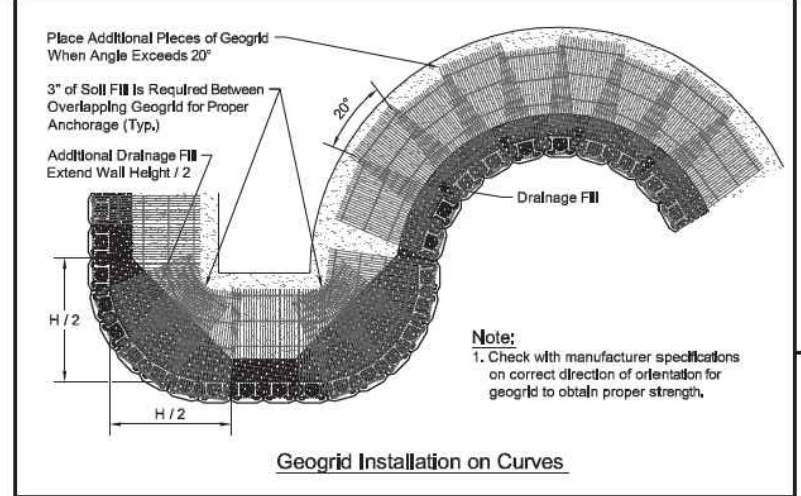
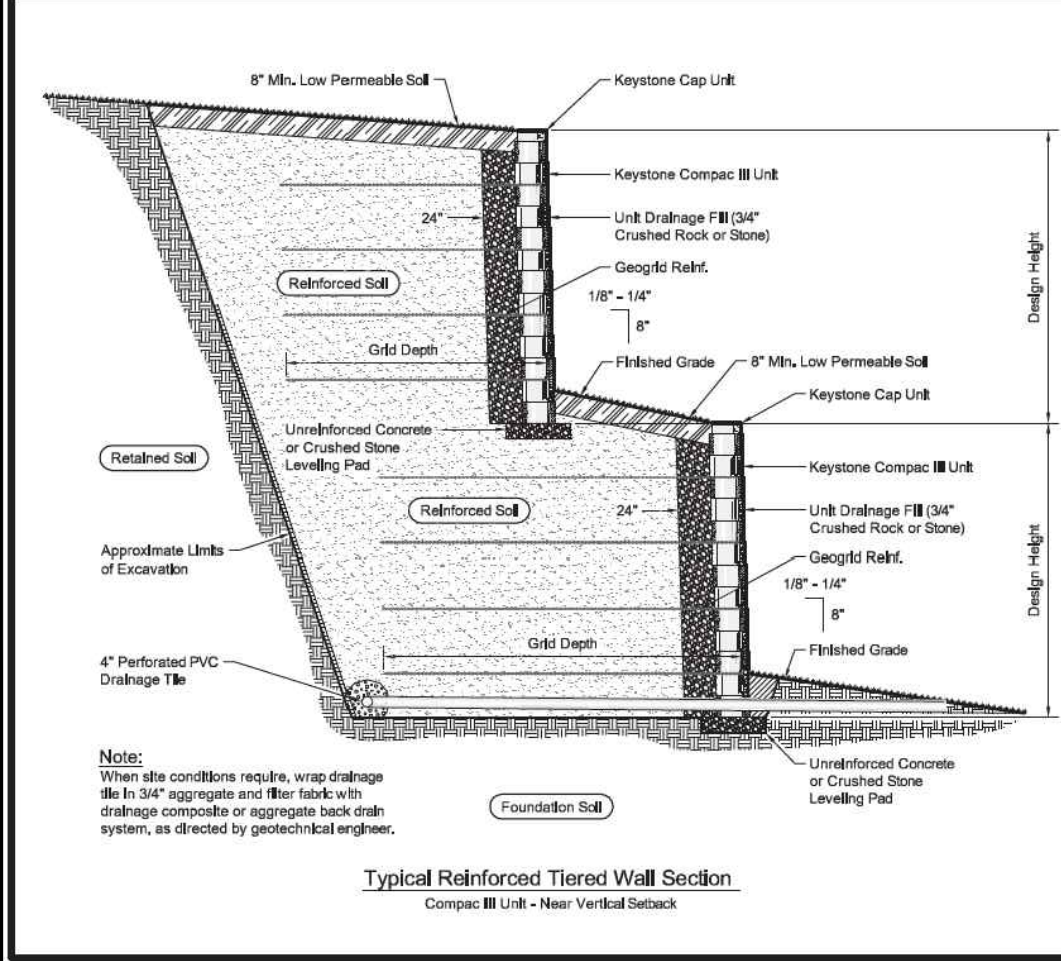
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



Base Leveling Pad Notes:

- The leveling pad is to be constructed of crushed stone or 2,000 psi unreinforced concrete.
- The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

Compac III Unit	Cap Unit
Width: 18"	Width: 18"
* Depth: 12"	* Depth: 10 1/2"
Height: 8"	Height: 4"
* Weight: 71 lbs	* Weight: 45 lbs



SCALE
N.T.S.

1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

Quarry would like to use site road as exist from the Quarry. Asphalt paving would be delayed until atleast fall if not spring. Quarry owner would improve tower road to support heavy truck traffic

Existing Water Area - This area will be filled from materials graded from the quarry side of the compound and to the north of the compound.

T/W=844.00
B/W=836.00
Proposed New Grade 846.5

Material on the quarry land will be graded to create the exit road and will be pushed into the water area to fill the depression.

T/W=844.00
B/W=836.00
Proposed New Grade 846.5

Quarry Owner to build access from Quarry to tower road to create an exit from the quarry. They would place heavy stone as exiting matting to reduce dirt getting on to the road

Proposed New Parking Ared

This area is approx. 4' higher than compoun grade. This area would be graded to the east approx. 20' to create a 4 to 1 slope to the compound. A drainage swale would be created on the edge of the compound that drains to the south to direct runoff to the south.

T/W=846.00
B/W=836.00

T/F=845.50
Current Elevation 847.0

Material on the quarry land will be graded to create the exit road and will be pushed into the water area to fill the depression.

City fill piles located adjacent to the compound - this material will be moved to assist with filling in the water depression - it will be leveled to match existing grade

T/W=847.00
B/W=844.00

NOTE:
CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND REMOVE TREES AS NEEDED WITHIN PROPOSED LEASE AREA AND 10' AROUND ENTIRE LEASE AREA, ENSURE ALL OVERHANGING LIMBS OF BRANCHES ARE REMOVED AS WELL.

Proposed Sloped area to replace retaining wall - Area would be sloped a 4 to 1 and covered with matting and grass seed. Would extend into the ditchline approx. 25'

T/F
TOP OF FOUNDATION
GRADE

NEW 8" WOOD FENCE. SHEET C-4 FOR L.S.

GRADING PLAN

0 2' 4' 8' SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)



TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ac@westchesterservices.com

JOHN M. BANKS ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL : JBANKS@WESTCHESTERSERVICES.COM

DRAWN BY: RA
CHECKED BY: —

REV	DATE	DESCRIPTION
0	07/24/25	PERMIT/CONSTRUCTION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN



SIGN DATE: 07/24/25
EXP DATE: 07/31/28

TOWERCO SITE ID: WIO353
AT&T SITE# WIO353 - 12876382
AT&T SITE NAME: CEDARBURG

SITE ADDRESS:
6603 STATE ROAD 60, LOT 1
CEDARBURG, WI 53012

SHEET TITLE
GRADING PLAN

SHEET NUMBER
C-6

PLANNER REPORT

To: City of Cedarburg Site Plan Commission

By: Mary Censky

Date Prepared: May 4, 2026

General Information:

Agenda Item: 6.B.

Applicant/Property Owner:

The Glen at Quarry Park LLC, in c/o
John Wahlen

Request:

Review, discussion and favorable
recommendation to Common
Council for Final Plat approval.

Current Zoning:

Rs-3 Single-Family Residential w/
Planned Unit Development (PUD)
Overlay

Current Master Plan Classification:

Part Medium-Low Density
Residential, and part Medium
Density Residential

Surrounding Zoning/Land Use:

North: Town of Cedarburg

South: Rs-3 Single-Family
Residential District

East: Rs-3 Single-Family
Residential District

West: Rd-1 Two-Family
Residential w/ PUD Planned Unit
Development Overlay

Lot Size:

11.5 acres

Location:

Directly west of the properties
located at 1067 and 1085
Washington Avenue

Discussion:

The applicant presents a Final Plat for Quarry Park Subdivision that is substantially consistent with the Preliminary Plat as approved by the Plan Commission on November 3, 2025 and the Common Council on November 24, 2025.

On March 2, 2026, the Plan Commission approved the Declaration of Restrictions and Covenants for Quarry Park.

On April 21, 2026, the Common Council approved the Development Agreement for Quarry Park. This document was recorded on April 28, 2026.

A stormwater management/maintenance agreement has not yet been entered into for Quarry Park.

Recommendation:

If the Plan Commission is inclined toward a favorable recommendation to the Common Council for Final Plat approval as presented, the Planner recommends the following conditions be considered for attachment:

- 1) Final approval by the City Engineer/Director of Public Works, and Cedarburg Light and Water, as to easements provided on the plat as presented;
- 2) Applicant to satisfy the review comments/objections of any/all objecting agencies given purview over this plat;
- 3) Applicant to correct the following clerical issues on the face of the plat:
 - a. Sheet 1 – General Notes – Final Bullet, change “The Glen at Quarry Park” to “Quarry Park”.
 - b. Sheet 2 – Certificate of Treasurer, change “Maureen Hartjes, Deputy Treasurer” to “Maureen Hartjes, Treasurer”.
- 4) Applicant to enter into a stormwater management/maintenance agreement with the City.
- 5) Recording of the Final Plat, Declaration of Restrictions and Covenants, and Stormwater Management/Maintenance Agreement concurrently, *only* upon/following completion (and certification by the City Engineer/Director of Public Works) of the required improvements (ref recorded Development Agreement).



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: LOT 1 HOLLY LN + W60 N1067 SHEFFYGAN RD, CEDARBURG, WI 53012

APPLICANT/BUSINESS NAME: THE GLEN AT QUARRY PARK, LLC

APPLICANT/BUSINESS ADDRESS: JOHN WAHLEN, CORNERSTONE, N63W23849 MAINST, SUSSEX, WI 53089

STATUS OF APPLICANT: [X] OWNER [] AGENT [] BUYER [] OTHER

PHONE: 262-932-4188 EMAIL: JW@CORNERSTONEDEVELOPMENT.COM

PROPERTY OWNER (IF DIFFERENT):

PROPERTY OWNER MAILING ADDRESS:

PROPERTY OWNER PHONE: PROPERTY OWNER EMAIL:

REQUEST FOR (CHECK ALL THAT APPLY):

- CONCEPT REVIEW, SITE/ARCHITECTURAL PLAN APPROVAL, SUBDIVISION PLAT OR CSM REVIEW, ZONING DISTRICT CHANGE, CONDITIONAL USE ZONING, ANNEXATION REQUEST, VARIANCE/BOARD OF APPEALS, OTHER

DESCRIBE REQUEST: SUBDIVISION PLAT REVIEW FOR THIS NEW 24 LOT SUBDIVISION

PLEASE INCLUDE WITH YOUR APPLICATION:

One (1) copy of the full electronic set of application, narrative, sketches, plans, and photos of the proposal or request (in PDF format).

Three (3) Full-scale sets of supporting drawings, sketches, or survey maps-FOR STAFF USE

Ten (10) Reduced scale sets of plans (11" x 17" SIZE) For PLAN COMMISSION REVIEW

Eight (8) Reduced scale sets of plans (11" x 17" SIZE) For SITE AND ARCHITECTURAL REVIEW BOARD

SUBMIT ELECTRONIC COPIES TO MCENSKY@CITYOFCEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: [Signature] DATE: 4/15/26

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID:

APPLICATION AND FEE RECEIVED BY: PLAN COMMISSION MEETING DATE:

ATTACHMENTS (CHECK IF RECEIVED):

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO:

ZONING: ALDERMANIC DISTRICT: PREVIOUS MEETING:

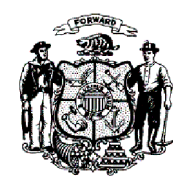
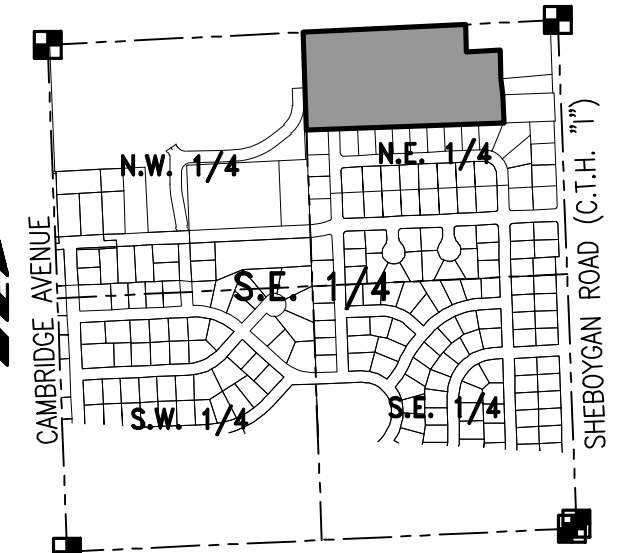
QUARRY PARK

BEING A REDIVISION OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3797, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

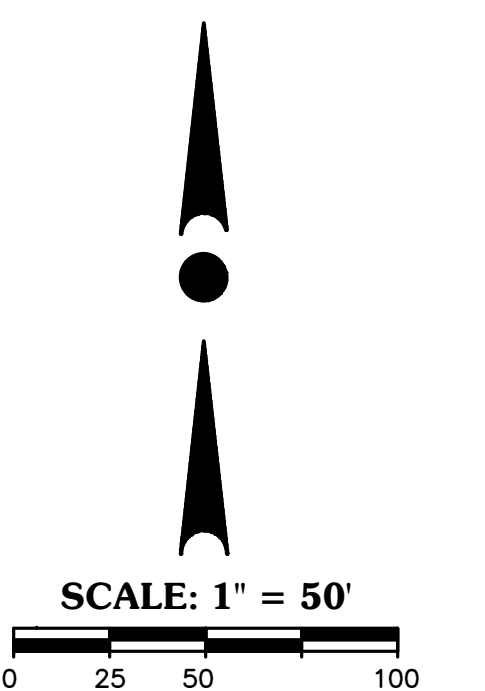
Certified _____, 20__

Department of Administration

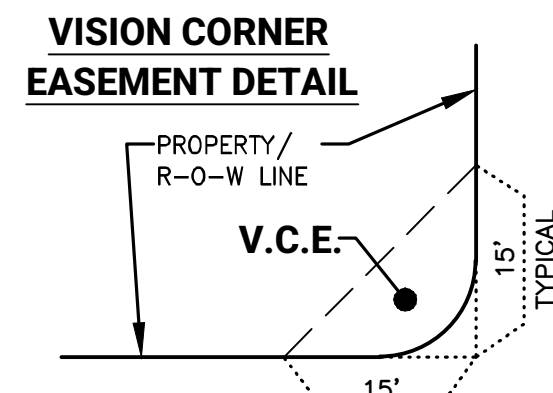
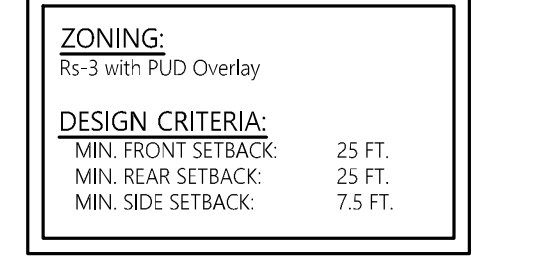
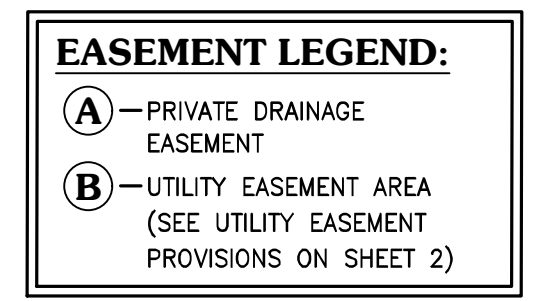



19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

OWNER:
THE GLEN AT QUARRY PARK, LLC
N63 W23849 MAIN ST.
SUSSEX, WI 53089



- GENERAL NOTES:**
- INDICATES SET 1.270" OUTSIDE DIAMETER X 18" LONG REINFORCING BAR (UNLESS OTHERWISE NOTED) WEIGHING 4.303 LBS. PER LINEAL FOOT. ALL OTHER LOT AND OUTLOT CORNERS ARE STAKED WITH 0.750" OUTSIDE DIAMETER X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
 - INDICATES FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED).
 - ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
 - ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO NEAREST SECOND AND COMPUTED TO THE NEAREST HALF-SECOND.
 - ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83/2011), IN WHICH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, BEARS NORTH 02°06'23" WEST.
 - ZONING: RS-3 WITH PUD OVERLAY.
 - THE OWNERS OF ALL LOTS WITHIN THIS SUBDIVISION SHALL EACH OWN AN EQUAL UNDIVIDED FRACTIONAL INTEREST IN OUTLOTS 1 AND 2 OF THIS SUBDIVISION. OZAUKEE COUNTY SHALL NOT BE LIABLE FOR FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OF OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
 - STORMWATER MANAGEMENT FACILITIES ARE LOCATED ON OUTLOT 2 OF THIS SUBDIVISION. THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL EACH BE LIABLE FOR AN EQUAL UNDIVIDED FRACTIONAL SHARE OF THE COST TO REPAIR, MAINTAIN OR RESTORE SAID STORMWATER MANAGEMENT FACILITIES WITHIN THIS SUBDIVISION.
 - OUTLOT 1 CONTAINS OPEN SPACE.
 - THOSE AREAS LABELED "PRIVATE DRAINAGE EASEMENT" ARE HEREIN DEDICATED TO THE HOMEOWNERS ASSOCIATION OF "THE GLEN AT QUARRY PARK."



VISION CORNER EASEMENT: (V.C.E.)

CORNER LOTS AS SHOWN ON THIS PLAT ARE SUBJECT TO A VISION CORNER EASEMENT IN THAT NO STRUCTURE OR IMPROVEMENTS OF ANY KIND IS PERMITTED WITHIN THE VISION CORNER. NO VEGETATION (EXCEPT TREES) SHALL EXCEED A MAXIMUM HEIGHT OF 50 INCHES, AS MEASURED FROM THE ROAD EDGE TO THE TOP OF THE VEGETATION, IN THE LOCATION DESIGNATED AS THE VISION CORNER. TREES IN THE VISION CORNER SHALL BE TRIMMED TO A HEIGHT OF 60 INCHES, AS MEASURED FROM THE ROAD EDGE TO THE BOTTOM BRANCHES, TO ALLOW FOR A CLEAR VIEW OF ONCOMING TRAFFIC.

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	C/L	400.00	8°50'04"	61.68	61.62	N02°15'51"E	N02°09'11"W	N06°40'53"E
1	C/L	430.00	8°50'04"	66.30	66.24	N02°15'51"E	N02°09'11"W	N06°40'53"E
24	C/L	370.00	8°50'04"	57.05	57.00	N02°15'51"E	N02°09'11"W	N06°40'53"E
2	C/L	400.00	8°49'11"	61.57	61.51	N87°43'42.5"W	N83°19'07"W	S87°51'42"W
2	C/L	430.00	8°49'11"	66.19	66.13	N87°43'42.5"W	N83°19'07"W	S87°51'42"W
1	C/L	370.00	8°49'11"	56.96	56.90	N87°43'42.5"W	N83°19'07"W	S87°51'42"W
3	C/L	300.00	10°35'09"	55.43	55.35	N11°58'27.5"E	N06°40'53"E	N17°16'02"E
2	C/L	330.00	4°11'58"	24.19	24.18	N08°46'52"E	N06°40'53"E	N10°52'51"E
7	C/L	270.00	0°28'35"	2.24	2.24	N06°55'10.5"E	N06°40'53"E	N07°09'28"E
4	2	60.00	36°44'29"	38.48	37.82	N07°29'23.5"W	N10°52'51"E	N25°51'38"W
5	TOTAL	60.00	262°07'32"	274.50	90.48	S74°47'52"E	N25°51'38"W	S56°15'54"W
2	60.00	3°27'58"	3.63	3.63	N24°07'39"W	N25°51'38"W	N22°23'40"W	
3	60.00	57°59'32"	60.73	58.17	N06°36'06"E	N22°23'40"W	N35°35'52"E	
4	60.00	50°29'16"	52.87	51.18	N60°50'30"E	N35°35'52"E	N86°05'08"E	
5	60.00	50°29'15"	52.87	51.18	S68°40'14.5"E	N86°05'08"E	S43°25'37"E	
6	60.00	58°50'10"	61.62	58.94	S14°00'32"E	S43°25'37"E	S15°24'33"W	
7	60.00	40°51'21"	42.78	41.88	S35°50'13.5"W	S15°24'33"W	S56°15'54"W	
6	7	60.00	49°06'26"	51.42	49.87	N31°42'41"E	N07°09'28"E	N56°15'54"E

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
7	C/L	400.00	8°47'02"	61.32	61.26	N87°42'38"W	S87°53'51"W	N83°19'07"W
7	C/L	370.00	8°47'02"	56.72	56.67	N87°42'38"W	S87°53'51"W	N83°19'07"W
24	C/L	430.00	8°47'02"	65.92	65.86	N87°42'38"W	S87°53'51"W	N83°19'07"W
8	C/L	100.00	102°09'43"	178.31	155.61	N36°48'59.5"E	N87°53'51"E	N14°15'52"W
11	C/L	70.00	102°09'43"	124.81	108.92	N36°48'59.5"E	N87°53'51"E	N14°15'52"W
EAST R/W	130.00	102°09'43"	231.80	202.29	N36°48'59.5"E	N87°53'51"E	N14°15'52"W	
19	C/L	130.00	0°24'47"	0.94	0.94	N87°41'28"E	N87°53'51"E	N87°29'04"E
19	C/L	130.00	31°35'37"	71.69	70.78	N71°41'16"E	N87°29'04"E	N55°53'27"E
18	C/L	130.00	26°41'50"	60.57	60.03	N42°32'32"E	N55°53'27"E	N29°11'37"E
OUTLOT 1	130.00	6°37'32"	15.03	15.03	N25°52'51"E	N29°11'37"E	N22°34'05"E	
17	C/L	130.00	29°39'56"	67.31	66.56	N07°44'07"E	N22°34'05"E	N07°05'51"W
16	C/L	130.00	7°10'01"	16.26	16.25	N10°40'51"W	N07°05'51"W	N14°15'52"W
9	C/L	300.00	11°28'49"	60.11	60.01	N08°31'27.5"W	N14°15'52"W	N02°47'03"W
12	C/L	330.00	11°28'49"	66.12	66.01	N08°31'27.5"W	N14°15'52"W	N02°47'03"W
15	C/L	270.00	11°28'49"	54.10	54.01	N08°31'27.5"W	N14°15'52"W	N02°47'03"W

QUARRY PARK

BEING A REDIVISION OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3797, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

I, James A. Trandel, Jr., Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped a redivision of Lot 1 and a Part of Lot 2 of Certified Survey Map No. 3797, recorded in the Office of the Register of Deeds for Ozaukee County on April 19, 2011 as Document No. 0943407, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 22, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence South 87°12'57" West and along the North line of the said Southeast 1/4 Section, 482.65 feet to a point on the West line of said Lot 2 and the place of beginning of lands hereinafter described;

Thence South 02°08'58" East and along the said West line, 142.77 feet to a point; Thence North 87°12'57" East, 150.00 feet to a point; Thence South 02°08'58" East, 150.00 feet to a point; Thence South 06°54'28" East, 83.36 feet to a point; Thence South 02°06'23" East, 145.20 feet to a point on the North line of "FAIRFIELD MANOR PHASE TWO" (A Subdivision Plat of Record); Thence South 87°53'37" West and along the said North line, 1029.77 feet to a point on the East line of Lot 1 of Certified Survey Map No. 4824; Thence North 02°08'59" West and along the said East line and the Northerly extension thereof, 508.94 feet to a point on the said North line of the said Southeast 1/4 Section; Thence North 87°12'57" East and along the said North line, 847.60 feet to the point of beginning of this description.

Said Parcel contains 503,053 Square Feet (or 11.5485 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of THE GLEN AT QUARRY PARK, LLC, owner of said lands.

That such map 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 Statutes and the Subdivision Regulations of the City of Cedarburg in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 _____.

James A. Trandel, Jr., P.L.S.
 Professional Land Surveyor, S-4069
 TRIO ENGINEERING, LLC
 19035 W. Capitol Drive, Suite 200
 Brookfield, WI 53045
 Phone: (262) 790-1480
 Fax: (262) 790-1481

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

THE GLEN AT QUARRY PARK, LLC, a Wisconsin Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Corporation has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES: AGENCIES WHO MAY OBJECT:
 1. City of Cedarburg 1. State of Wisconsin, Department of Administration

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

THE GLEN AT QUARRY PARK, LLC

John Wahlen, Member

STATE OF WISCONSIN)
) SS
 COUNTY OF _____)

Personally came before me this _____ day of _____, 20 _____, the above named John Wahlen, Member of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Print Name: _____
 Public, _____ County, WI
 My Commission Expires: _____

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
 COUNTY OF OZAUKEE)

I, Maureen Hartjes, being duly appointed, qualified and acting Treasurer of the City of Cedarburg, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "THE GLEN AT QUARRY PARK".

Dated this _____ Day of _____, 20 _____.

Maureen Hartjes, Deputy Treasurer

CITY COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved that the Plat of "THE GLEN AT QUARRY PARK", in the City of Cedarburg, The Glen at Quarry Park, LLC, owner, is hereby approved by the Common Council of the City of Cedarburg.

All conditions have been met as of this _____ Day of _____, 20 _____.

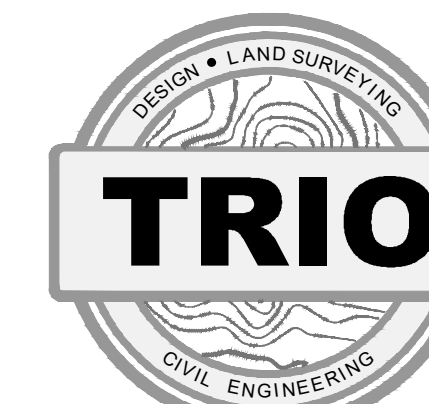
Approved: _____
 Patricia Thome, Mayor

 Jessica Campolo, City Clerk

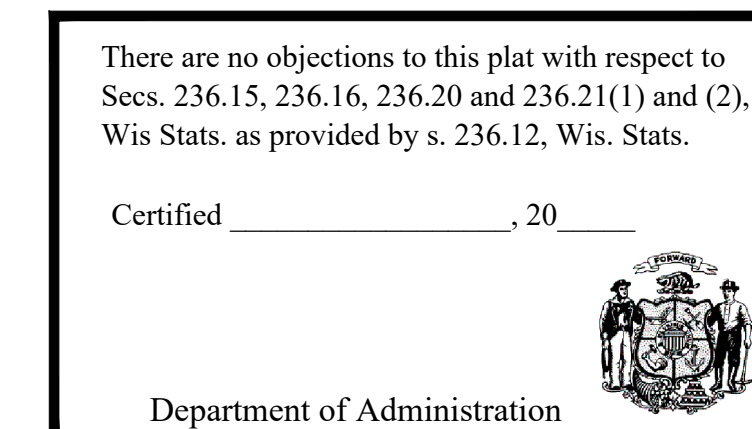
CITY PLAN COMMISSION APPROVAL CERTIFICATE:

Approved by the Plan Commission of the City of Cedarburg on this _____ Day of _____, 20 _____.

 Patricia Thome, Chairperson



19035 W. Capitol Drive
 Suite 200
 Brookfield, WI 53045
 Phone: (262) 790-1480
 Fax: (262) 790-1481



X:\2025\25-24-796 QUARRY PARK - CEDARBURG\ADMIN\DESIGN\PLAT\IMPL\PLAT.DWG

Proposed Quarry Park GIS Aerial Map View



13-022-13-003.00
Proposed Quarry Park
Subdivision

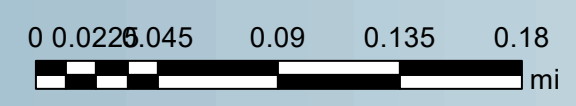
13267
STONE LAKE COMMUNITY

Legend					
	Tax Parcel		Historical Parcel Lines		Cemetery Plat
	Gap		Assessors Plat		Condominium Plat
	Overlap		CSM		Subdivision Plat
	Plat of Survey		County Road		Town/Public Road
	US Highway		Ramp		Railroad Centerline
	State Highway		Private Road		

Product of the LAND INFORMATION OFFICE

9/15/2025, 11:08:06 AM

9/15/2025, 11:08:06 AM



DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled.

PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date: May 4, 2026

General Information:

Agenda Item: 6.C.

Applicant/Property Owner:

Stone Lake Development, Inc., in c/o
Craig Caliendo

Requested Action:

Recommendation to the Common
Council for approval of Final
Condominium Plat and Declaration
of Condominium – Stone Lake Phase
II

Current Zoning:

Rd-1 (PUD) Two-Family District
with the Planned Unit Development
Overlay District

Current Master Plan Classification:

High-Medium Density Residential

Surrounding Zoning/Land Use:

North: M-3 Business Park District
South: Single-Family Residential
East: Part Town of Cedarburg/part
A-1 Agricultural District/Temporary
Zoning
West: Part Single-Family Residential
and part open space

Lot Size:

~ 41.36 acres

Location:

6660 Susan Lane

Discussion:

The applicant presents a Stone Lake Phase II final condominium plat that is consistent with expectations based upon the preliminary condominium plat approved back in 2022. This plat and related details are contained within the 1st Amendment to the Declaration of Condominium for Stone Lake Condominium (see copy attached). The initial phase of this development contained units 1-32 in 16 buildings. Several of these are already built and sold. Several others are under construction. Approval of the Phase II Final Plat will provide for 38 additional units to be constructed in 16 additional buildings (i.e., Units #33-70). There are no additional, future phases for this project.

Consistent with the preliminary condominium plat, only units/buildings 53/54, 65/66, and 39/40 are permitted to have double-forward front-facing garages.

2022 Ozaukee County GIS Aerial Map View – Stone Lake Condominium Site



Recommendation:

The Planner recommends the following conditions be considered for attachment to any recommendation for approval the Planning Commission may be inclined to make in this matter:

- 1) Applicant must enter into a development agreement and stormwater management/maintenance agreement with the City for construction/installation of all required improvements.
- 2) Final review and approval by the City Engineer as to any sewer, water, drainage, access, or utility plans and/or easements as may be required, prior to recording the Condominium Plat.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: Stone Lake Circle

APPLICANT/BUSINESS NAME: Stone Lake Development, Inc.

APPLICANT/BUSINESS ADDRESS: 700 Pilgrim Parkway, Suite 100, Elm Grove WI 53122

STATUS OF APPLICANT: OWNER AGENT BUYER OTHER _____

PHONE: 414-333-2059 EMAIL: ccaliendo@kingswayhomes.com

PROPERTY OWNER (IF DIFFERENT): SAME

PROPERTY OWNER MAILING ADDRESS: _____

PROPERTY OWNER PHONE: _____ PROPERTY OWNER EMAIL: _____

REQUEST FOR (CHECK ALL THAT APPLY):

- CONCEPT REVIEW
- SITE/ARCHITECTURAL PLAN APPROVAL
- SUBDIVISION PLAT OR CSM REVIEW
- ZONING DISTRICT CHANGE
- CONDITIONAL USE ZONING
- ANNEXATION REQUEST
- VARIANCE/BOARD OF APPEALS
- OTHER Approval of the following:

DESCRIBE REQUEST: 1) First Amendment to Development Agreement for Phase II of Stone Lake Condominium ("SLC"); 2) First Amendment to the Declaration of Condominium adding Phase II of SLC; and 3) Addendum No. 1 to Condominium Plat for SLC adding Phase II. 38 new Units added / 70 Units total.

PLEASE SUBMIT: **FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC**

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOFCEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: *Stone Lake Development, Inc* DATE: *March 30, 2020*
Craig Caliendo, Pres

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ _____ (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: _____

APPLICATION AND FEE RECEIVED BY: _____ PLAN COMMISSION MEETING DATE: _____

ATTACHMENTS (CHECK IF RECEIVED):

- FIVE DESCRIPTIONS
- FIVE FULL-SIZE SETS
- THIRTEEN PLAN SETS

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: _____

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

CCed City of Cedarburg
W63 N645 Washington
Cedarburg, WI 53012

Stone Lake Development, Inc.
Check Number 8100-00000324
Check Date Mar 30, 2026

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
03/30/26	8100 Stone Lake Development, Inc. App. fee Ph. 2		378.00	0.00	0.00	378.00
Total Remittance			378.00	0.00	.00	378.00

ORIGINAL CHECK HAS A COLORED BACKGROUND, VOID PANTO & A HEAT SENSITIVE ICON - SEE BACK FOR DETAILS

Stone Lake Development, Inc.

700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

BankFirst, N.A.
2600 Kohler Memorial Drive
P.O. Box 488
Sheboygan, WI 53082-0488

Date
Mar 30, 2026

Check Number
8100-00000324

Pay **Three Hundred Seventy Eight Dollars 00 Cents**

Amount
\$378.00

To
The
Order
Of
City of Cedarburg
W63 N645 Washington
Cedarburg, WI 53012

Per

PAYABLE IN USD

⑈00000324⑈ ⑆075901134⑆ 44309782⑈

Phase II – Stone Lake Condominium ADD. NO. 1

The “NOTES:” Section on page 1 of Stone Lake Condominium Add. No. 1 shall be modified to read as follows:

- The exact location and position of buildings as shown on the plat are subject to **non-substantial** relocation and repositioning within the building envelopes by the Declarant, at the Declarants sole discretion, in accordance with the Declaration. **Final position and design of all buildings, including any non-substantial modifications thereto (such as to add a garage stall, sunroom, porch, deck, or similar type of change) is subject to review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building. Substantial modifications are subject to City of Cedarburg Plan Commission review and approval prior to issuance of a building permit.**
- Sidewalks, patios, and decks attached to a unit are Limited Common Elements (L.C.E.) but all cannot be shown graphically due to varying sizes and configurations. **Final location, sizes and configuration of all sidewalks, patios and decks are subject to specific review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building.**

DEVELOPMENT AGREEMENT FIRST AMENDMENT

**Stone Lake Condominiums
Cedarburg, Wisconsin**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (" Amendment") is made as of the _____ day of June, 2026, by and between the CITY OF CEDARBURG, a Wisconsin municipal corporation (the "City") and Stone Lake Development, Inc. (the "Developer").

RECITALS

WHEREAS, the CITY and the DEVELOPER entered into a Development Agreement (AGREEMENT) on March 14, 2024, which set forth the approval conditions and the responsibilities and obligations with respect to matters related to the construction, use and operation of the property commonly known as the Stone Lake Condominiums; and

WHEREAS, Stone Lake Condominiums was to be developed in two phases, and the Developer wishes to commence Phase II of the Development, which necessitates the parties executing an amendment to the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the AMENDED mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DEVELOPER agree to amend the Agreement as follows:

Article 1
Definitions

Sections 1.03, 1.04 and 1.05 of the Agreement shall be amended as follows:

1.03 "Declaration of Condominium" means the instrument by which the Property becomes subject to Chapter 703 of the Wisconsin Statutes for Phase 1 presented to the Cedarburg Common Council on December 9, 2024, and the First Amendment to the Declaration of Condominium expanding the condominium to include Phase 2 was presented to the Cedarburg Common Council on _____ and other pertinent authorities for final approval and recording with the Ozaukee county Register of Deeds Office.

1.04 "Improvement, Grading and Landscape Plans" means the improvement, grading and landscape plans prepared by M Squared Engineering with last revision dated April 10, 2024 for Phase 1 and the plans prepared by Lake Country Engineering, Inc. with last revision dated _____ for Phase 2 submitted with the Final Plat as approved by the City, along with any approved amendments or supplements.

1.05 "Financial Guarantee" means one or more letters of credit or development bonds issued in conformity with the terms and conditions of the Agreement and this Amendment in the amount determined by the "Schedule of Values for Financial Guarantees" with respect to the Property.

Commented [A1]: Feel free to edit 1.05 as you deem appropriate.

Article 4
Duties of the Developer

Section 4.04 shall be deleted and recreated as follows:

4.04 Impact and Connection Fees. Prior to issuance of a building permit for each individual Lot, the following impact and connection fees will be due from the party submitting for said building permit for each Lot:

Library Building Fee.....	\$1,600.85 per lot
Police Station Fee	\$1,554.39 per lot
Park Facilities Fee.....	\$1,489.26 per lot
Water Supply Facilities Fee	\$2,126.29 per lot
Sanitary Sewer Connection Fee	\$2,806.26 per lot

Commented [A2]: Is there a fee in lieu of Park dedication due?

Developer shall disclose the amount of impact fees due to prospective buyers at the time of Lot sale.

Impact and connection fees are subject to an annual adjustment pursuant to §3-6-9 of the Code of Ordinances.

Section 4.08 shall be deleted and recreated as follows:

4.08 Schedule of Values for Financial Guarantee. The Developer shall provide a second Financial Guarantee for Phase 2, which shall be dated no later than thirty (30) days prior to the commencement of construction of the Improvements for Phase 2, in the amounts set forth in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee(s) shall be sufficient to cover the estimated costs to complete the Improvements for the respective Phases based on § 4.02 and the Schedule of Values for the Subdivision which include, but are not limited to, a second lift of asphalt and street signs.

[SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE ON NEXT PAGE.]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

PHASE 1 Remaining Items	ESTIMATED COST
Storm Sewer	\$ 2,000
Concrete Sidewalks	\$ 35,200
Seeding & Mulching	\$ 5,125
Asphalt Surface Course & Tack Coat	\$ 42,750
Legal Fees (City)	\$ 5,000
3 rd Party Inspection Fees	\$ 1,980
Current Phase 1 Letter of Credit in place	\$ 92,055
PHASE 2 Items	ESTIMATED COST
Drainage swales, ditch preparation, and construction of storm water pond, and Erosion Control, including: silt fence, tracking pad, hay bale ditch checks, temporary sediment traps, outlet pipe, and riprap.	\$ 45,050
Sanitary Sewer and Laterals	\$ 15,000
Water Main and Laterals	\$ 60,000
Seeding and Mulching	\$ 5,000
Legal Fees (City)	\$ 5,000
Estimated 3 rd Party Inspection Fees <i>(excluding City Administration fees)</i>	\$ 6,000
Sub Total of Phase 2 Construction and Related Costs	\$ 136,050
Add 20% additional Contingency Per § 14-1-51 of the Code:	\$ 27,210
THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE ITEM COSTS MAY VARY. THE TOTAL FINANCIAL GUARANTEE IS AVAILABLE TO THE CITY FOR COMPLETION OF EACH LINE ITEM. THE CITY IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE LETTER OF CREDIT.	
New Phase 2 TOTAL LETTER OF CREDIT	\$ 163,260

Section 4.09 shall be amended as follows:

4.09 Completion Schedule. The Developer shall complete the Improvements for the Subdivision listed below as follows:

- (a) Phase 1 punch list items provided by the City Engineer by November 13, 2026.
- (b) Phase 1 final course of asphalt to be installed by November 13, 2026.
- (c) Phase 2 underground utilities including water main, sanitary sewer, storm sewer, and appurtenances completed on or before August 28, 2026.
- (d) Phase 2 roadway base, concrete curb and gutter, and binder asphalt on or before November 13, 2026.
- (e) Phase 2 natural gas, electrical, telephone, sidewalks, and cable television shall be completely installed prior to the earlier of the request for an initial (first) occupancy permit for homes or the installation of the final course of asphalt.
- (f) Phase 2 roadway final course of asphalt to be installed within fourteen (14) months of the installation of the binder asphalt course and within financial guarantee period.

Article 7
Conditions and Waivers

Section 7.02 shall be amended to provide as follows:

7.02 Impact Fees. The Lot owner shall pay to the City all impact and connection fees prior to issuance of a building permit for the Lot in which the fees apply.

Article 8
Additional Terms

Section 8.11 shall be amended to provide as follows:

8.11 Integration of Terms. This First Amendment, along with all unchanged terms in the original referenced Developer's Agreement and the First Amendment thereto, represents the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their respective authorized officers or agents as of the date first above written.

City: CITY OF CEDARBURG

By: _____
Patricia Thome/Mayor

Countersigned: _____
Jessica Campolo/City Clerk

STATE OF WISCONSIN }
COUNTY OF OZAUKEE) ss

Personally came before me this day of _____, 2026, the above-named Patricia Thome, Mayor, and Jessica Campolo, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin

My Commission: _____

Developer: STONE LAKE DEVELOPMENT, INC.

By: _____
Craig Caliendo, President

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

Personally came before me this ____ day of _____, 2026, the above-named Craig Caliendo, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of Neumann Developments as its President, by its authority.

Name: _____
Notary Public, State of Wisconsin

My commission: _____

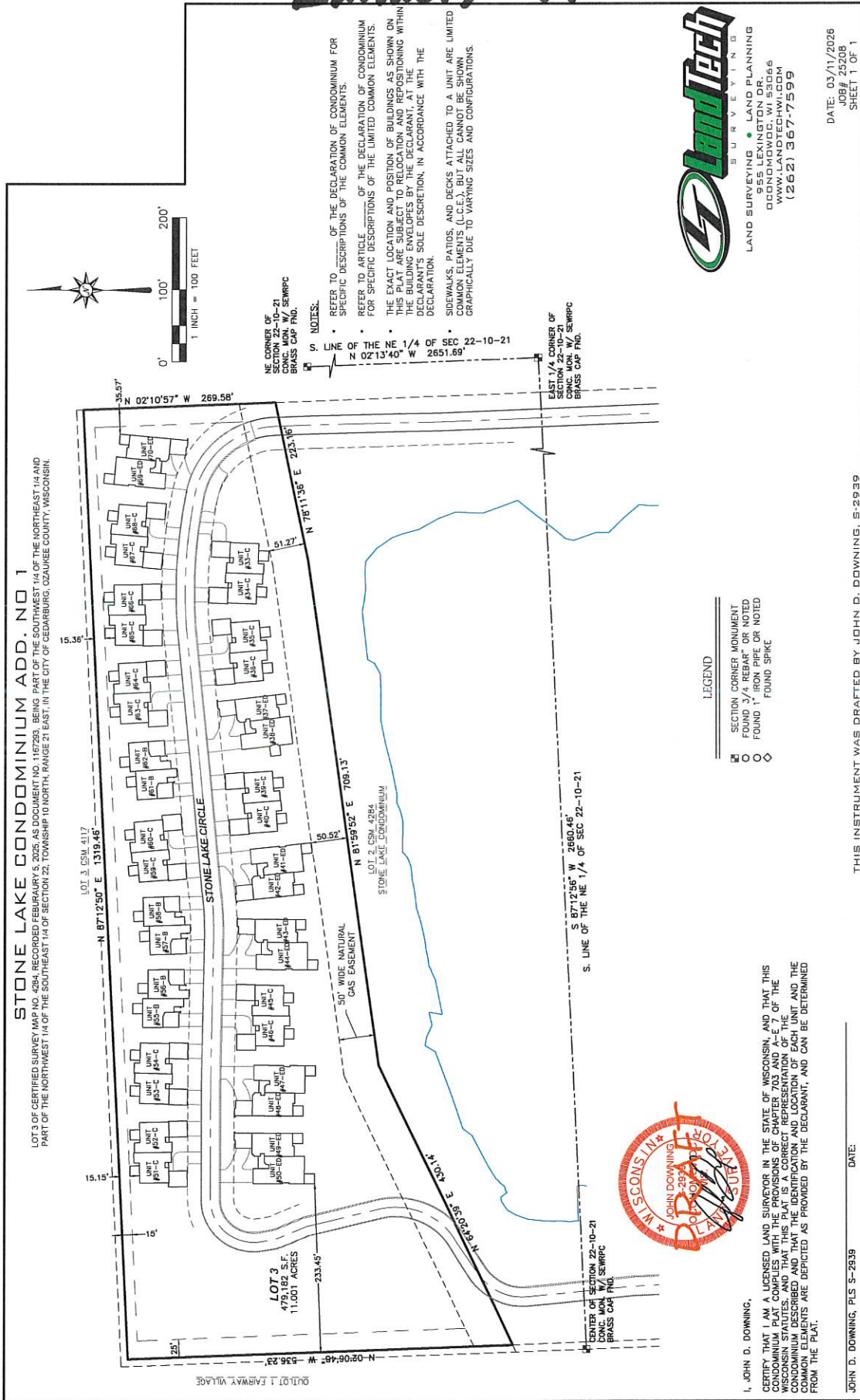
Drafted by:
Mike Wieser
City of Cedarburg

After recording, please return to:
Jessica Campolo, City Clerk
City of Cedarburg
PO Box 49
Cedarburg WI 53012-0049

EXHIBIT "A"

**Addendum No. 1 to Stone Lake
Condominium Plat
(expanding Condo to include Phase 2)**

Exhibit "A"



Phase II – Stone Lake Condominium ADD. NO. 1

The “NOTES:” Section on page 1 of Stone Lake Condominium Add. No. 1 shall be modified to read as follows:

- The exact location and position of buildings as shown on the plat are subject to **non-substantial** relocation and repositioning within the building envelopes by the Declarant, at the Declarants sole discretion, in accordance with the Declaration. **Final position and design of all buildings, including any non-substantial modifications thereto (such as to add a garage stall, sunroom, porch, deck, or similar type of change) is subject to review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building. Substantial modifications are subject to City of Cedarburg Plan Commission review and approval prior to issuance of a building permit.**
- Sidewalks, patios, and decks attached to a unit are Limited Common Elements (L.C.E.) but all cannot be shown graphically due to varying sizes and configurations. **Final location, sizes and configuration of all sidewalks, patios and decks are subject to specific review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building.**

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

Return to:
Craig A. Caliendo
Stone Lake Development, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Parcel Number

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
STONE LAKE CONDOMINIUM**

This First Amendment is executed as of this _____ of _____, 2026 by
STONE LAKE DEVELOPMENT, INC., a Wisconsin corporation (hereinafter, the
"Declarant").

RECITALS:

A. On February 5, 2025, Declarant executed a Declaration of Condominium for Stone Lake Condominium which was recorded with the Ozaukee County Register of Deeds on February 7, 2025, as Document No. 1167332 (the "Declaration") and a Condominium Plat which was recorded with the Ozaukee County Register of Deeds on February 7, 2025 as Document No. 1167333 (the "Condominium Plat"), which together created the Stone Lake Condominium (the "Condominium").

B. The Condominium presently includes thirty-two (32) Units numbered 1 through 32, inclusive, but is subject to expansion in accordance with the Declaration.

C. Declarant desires to expand the Condominium pursuant to the terms of this amendment and confirm the final configuration of Units built or under construction.

NOW THEREFORE, Declarant does hereby declare as follows:

1. Expansion. The Condominium is hereby expanded by adding thereto all of that certain real property located in Ozaukee County, State of Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. New Units are Created. Thirty-Eight (38) new units of the Condominium are hereby created. The total number of Units in the Condominium is Seventy (70). The Thirty-Eight (38) new Units added pursuant to this Amendment are identified as **Units 33 through 70**, inclusive. Such units shall be positioned as shown on Exhibit B attached hereto and made a part hereof, and for all purposes set forth and subject to the terms set forth in the Declaration. Each of the Units in the Condominium shall continue to have an undivided and equal interest in the common elements and common expenses of the Association (that is, 1.42% per Unit) and shall each have one vote in the Association.

3. Addendum to Condominium Plat. Contemporaneously herewith, Declarant is recording an Addendum to the Condominium Plat. A copy of the Addendum to Condominium Plat is attached hereto as Exhibit B.

4. Miscellaneous. All capitalized terms used in this Amendment but not defined herein shall have the meanings provided in the Declaration. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and

permitted assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin. Except as modified by this Amendment, all provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

DECLARANT:

Stone Lake Development, Inc., a
Wisconsin corporation

By: _____
Craig A. Caliendo, President

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this _____ day of _____, 2026, the above-named Craig A. Caliendo, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

Print Name: _____
County of Waukesha, State of Wisconsin
My Commission is _____

This document drafted by
Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT "A"

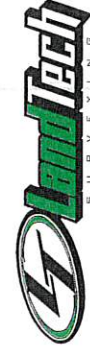
LEGAL DESCRIPTION OF STONE LAKE CONDOMINIUM EXPANSION LANDS

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

EXHIBIT B

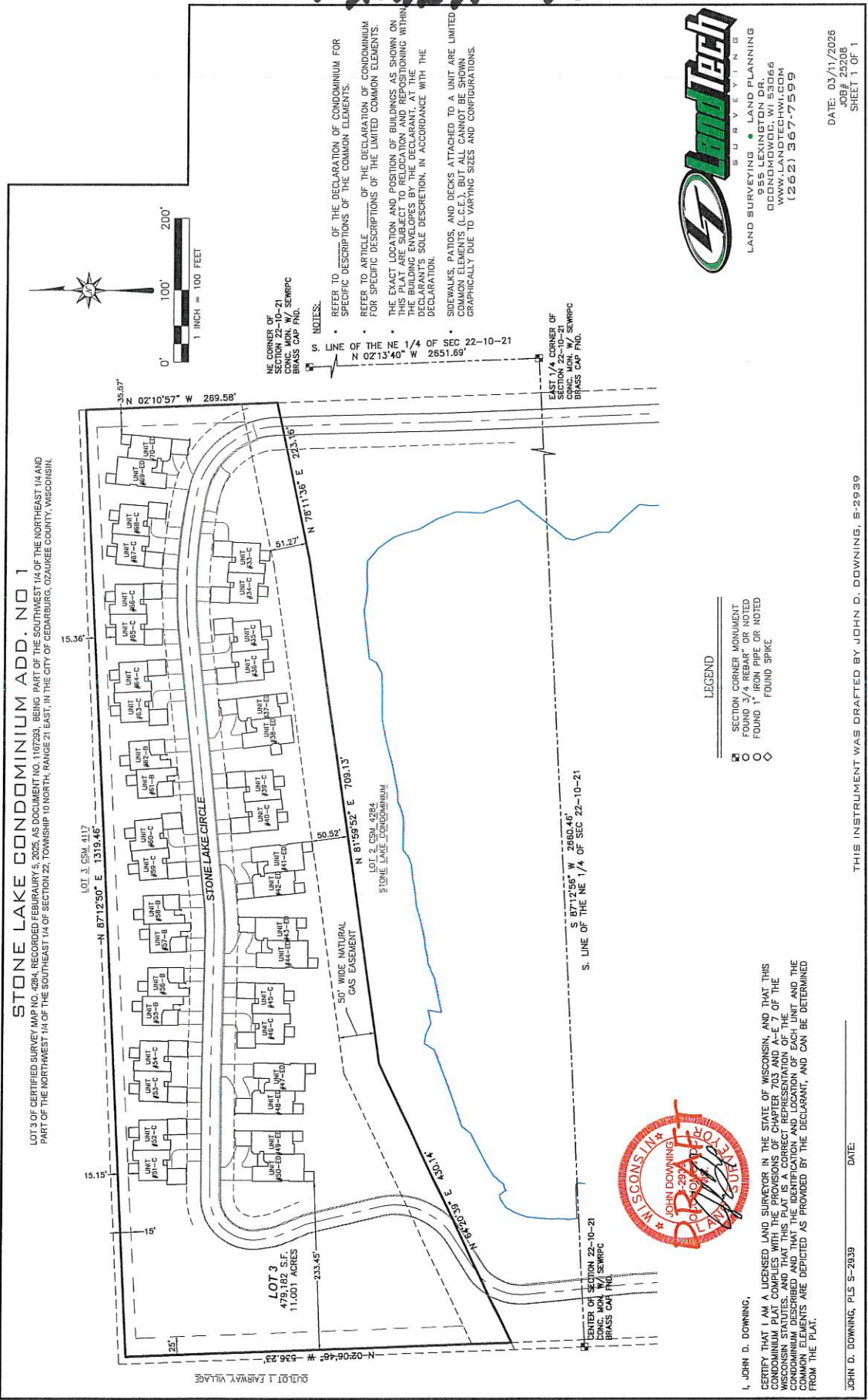
Stone Lake Condominium Plat – Addendum No. 1

Exhibit "B"



LAND SURVEYING • LAND PLANNING
955 LEXINGTON DR.
OCCONOMOWOC, WI 53066
WWW.LANDTECHWISCONSIN.COM
(262) 567-7599

DATE: 03/11/2026
JOB# 25208
SHEET 1 OF 1



STONE LAKE CONDOMINIUM ADD. NO. 1
LOT 3 OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

NE CORNER OF SECTION 22-10-21
CONC. MON. W/ SEWRPC BRASS CAP P.N.O.

EAST 1/4 CORNER OF SECTION 22-10-21
CONC. MON. W/ SEWRPC BRASS CAP P.N.O.

NOTES:
REFER TO _____ OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE COMMON ELEMENTS.
REFER TO _____ OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAN ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
SIDEWALKS, PATIOS, AND DECKS ATTACHED TO A UNIT ARE LIMITED COMMON ELEMENTS (L.C.E.), BUT ALL CANNOT BE SHOWN GRAPHICALLY DUE TO VARYING SIZES AND CONFIGURATIONS.

LEGEND
SECTION CORNER MONUMENT
FOUND 3/4 REBAR OR NOTED
FOUND 1" IRON PIPE OR NOTED
FOUND SPIKE



I, JOHN D. DOWNING,
CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF WISCONSIN, AND THAT THIS CONDOMINIUM PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 703 AND A-E 7 OF THE WISCONSIN STATUTES, AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE DESCRIBED PROPERTY. I HAVE CONDUCTED THE INVESTIGATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS ARE DEFINED AS PROVIDED BY THE DECLARANT, AND CAN BE DETERMINED FROM THE PLAT.

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

Phase II – Stone Lake Condominium ADD. NO. 1

The “NOTES:” Section on page 1 of Stone Lake Condominium Add. No. 1 shall be modified to read as follows:

- The exact location and position of buildings as shown on the plat are subject to **non-substantial** relocation and repositioning within the building envelopes by the Declarant, at the Declarants sole discretion, in accordance with the Declaration. **Final position and design of all buildings, including any non-substantial modifications thereto (such as to add a garage stall, sunroom, porch, deck, or similar type of change) is subject to review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building. Substantial modifications are subject to City of Cedarburg Plan Commission review and approval prior to issuance of a building permit.**
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STONE LAKE CONDOMINIUM ADD. NO 1

LOT 3 OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1107293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

LOT 3, CSM 417
N 87°12'50" E 1319.46'

15.36'

15.15'

15'

25'

N 02°06'48" W 536.23'

233.46'

N 81°59'52" E 709.13'

N 87°11'35" E 233.16'

N 02°10'57" W 269.58'

35.57'

51.27'

50.52'

N 87°02'56" W 2660.46'

S 87°02'56" W 2660.46'

S. LINE OF THE NE 1/4 OF SEC 22-10-21

EAST 1/4 CORNER OF SECTION 22-10-21 BRASS 6" X 6" PIN

CENTER OF SECTION 22-10-21 BRASS 6" X 6" PIN

NE CORNER OF SECTION 22-10-21 BRASS 6" X 6" PIN

UNIT #1-A

UNIT #1-B

UNIT #1-C

UNIT #2-A

UNIT #2-B

UNIT #2-C

UNIT #3-A

UNIT #3-B

UNIT #3-C

UNIT #4-A

UNIT #4-B

UNIT #4-C

UNIT #5-A

UNIT #5-B

UNIT #5-C

UNIT #6-A

UNIT #6-B

UNIT #6-C

UNIT #7-A

UNIT #7-B

UNIT #7-C

UNIT #8-A

UNIT #8-B

UNIT #8-C

UNIT #9-A

UNIT #9-B

UNIT #9-C

UNIT #10-A

UNIT #10-B

UNIT #10-C

UNIT #11-A

UNIT #11-B

UNIT #11-C

UNIT #12-A

UNIT #12-B

UNIT #12-C

UNIT #13-A

UNIT #13-B

UNIT #13-C

UNIT #14-A

UNIT #14-B

UNIT #14-C

UNIT #15-A

UNIT #15-B

UNIT #15-C

UNIT #16-A

UNIT #16-B

UNIT #16-C

UNIT #17-A

UNIT #17-B

UNIT #17-C

UNIT #18-A

UNIT #18-B

UNIT #18-C

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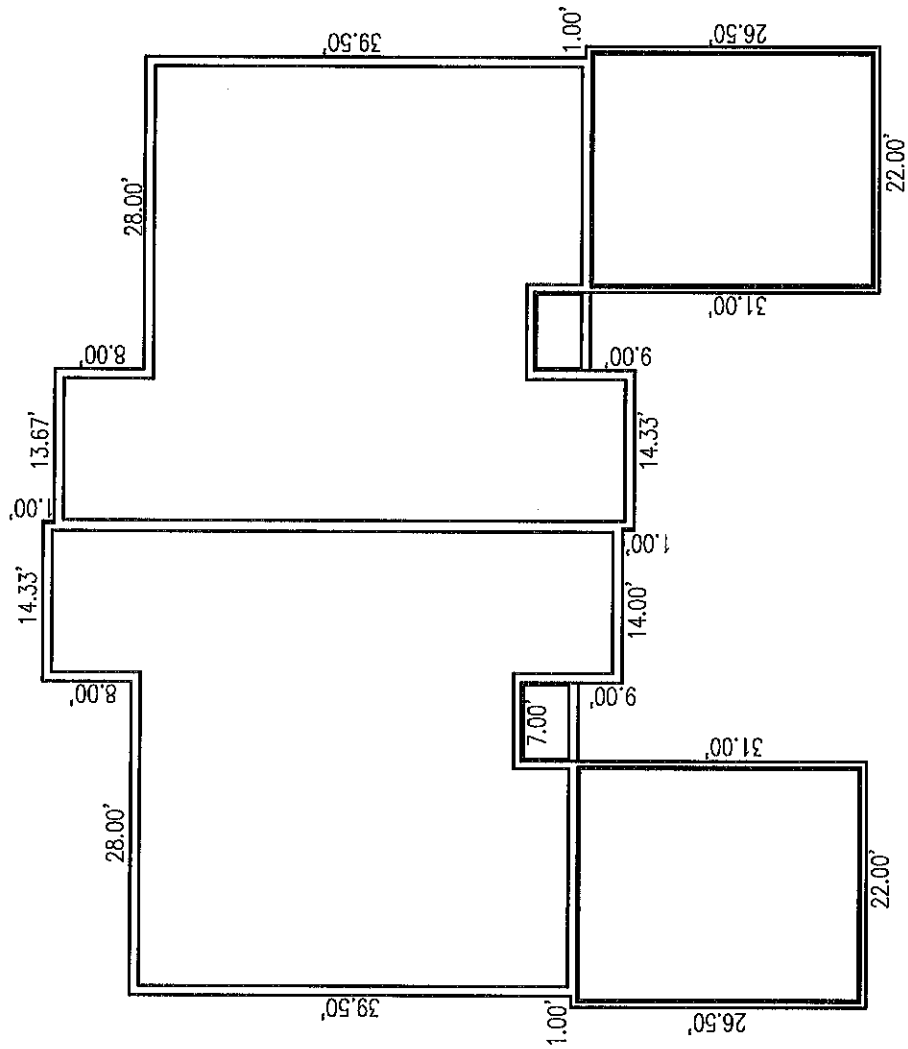
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Phase II – Stone Lake Condominium ADD. NO. 1

The “NOTES:” Section on page 1 of Stone Lake Condominium Add. No. 1 shall be modified to read as follows:

- The exact location and position of buildings as shown on the plat are subject to **non-substantial** relocation and repositioning within the building envelopes by the Declarant, at the Declarants sole discretion, in accordance with the Declaration. **Final position and design of all buildings, including any non-substantial modifications thereto (such as to add a garage stall, sunroom, porch, deck, or similar type of change) is subject to review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building. Substantial modifications are subject to City of Cedarburg Plan Commission review and approval prior to issuance of a building permit.**
- Sidewalks, patios, and decks attached to a unit are Limited Common Elements (L.C.E.) but all cannot be shown graphically due to varying sizes and configurations. **Final location, sizes and configuration of all sidewalks, patios and decks are subject to specific review and approval by the City of Cedarburg prior to issuance of the building permit for each unit/building.**

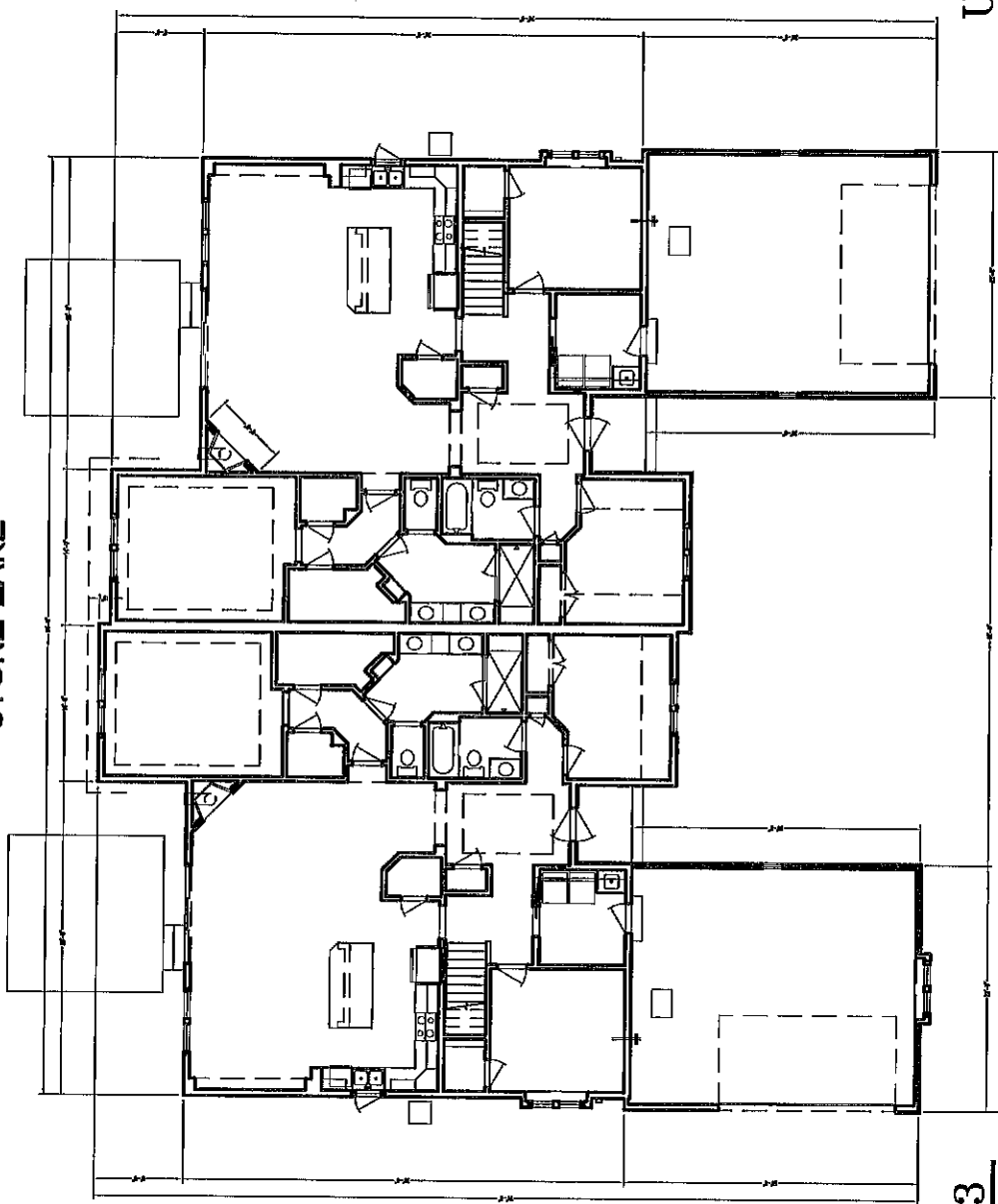
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 33

UNIT 34

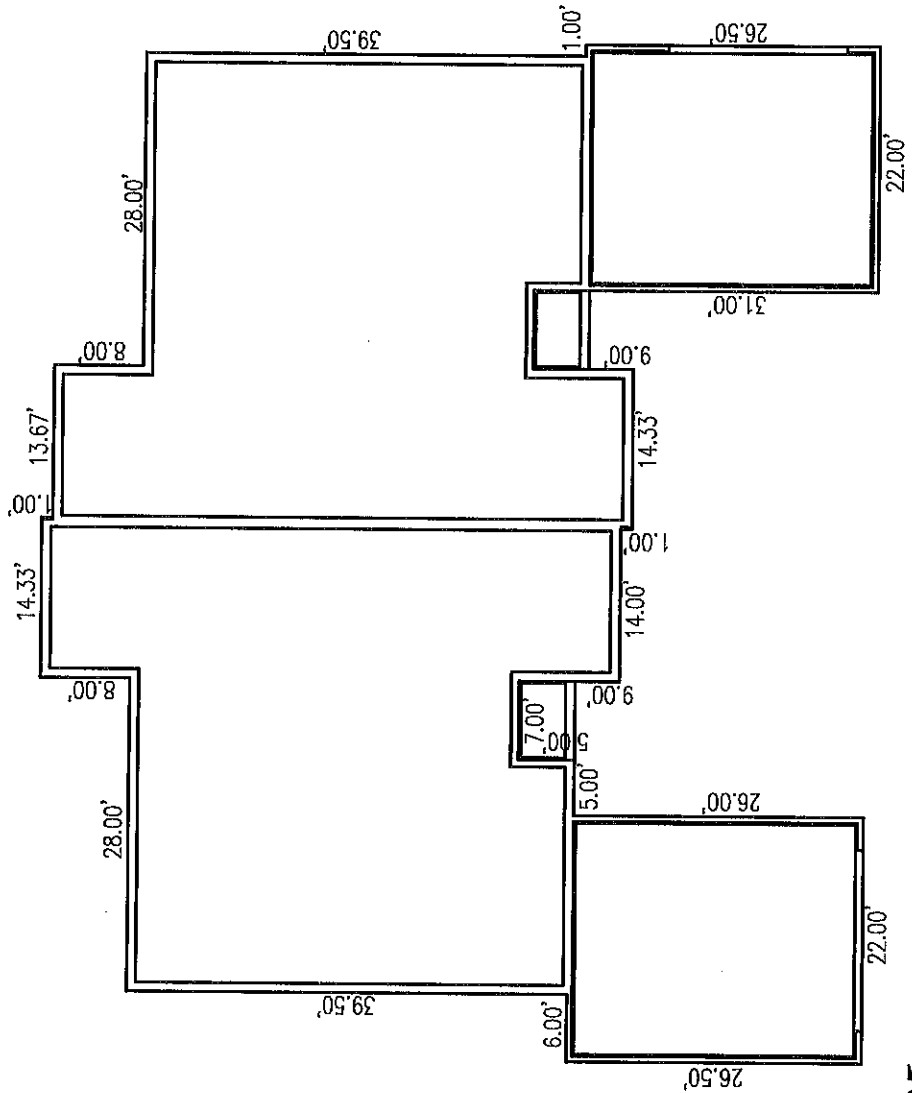
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 34

UNIT 33

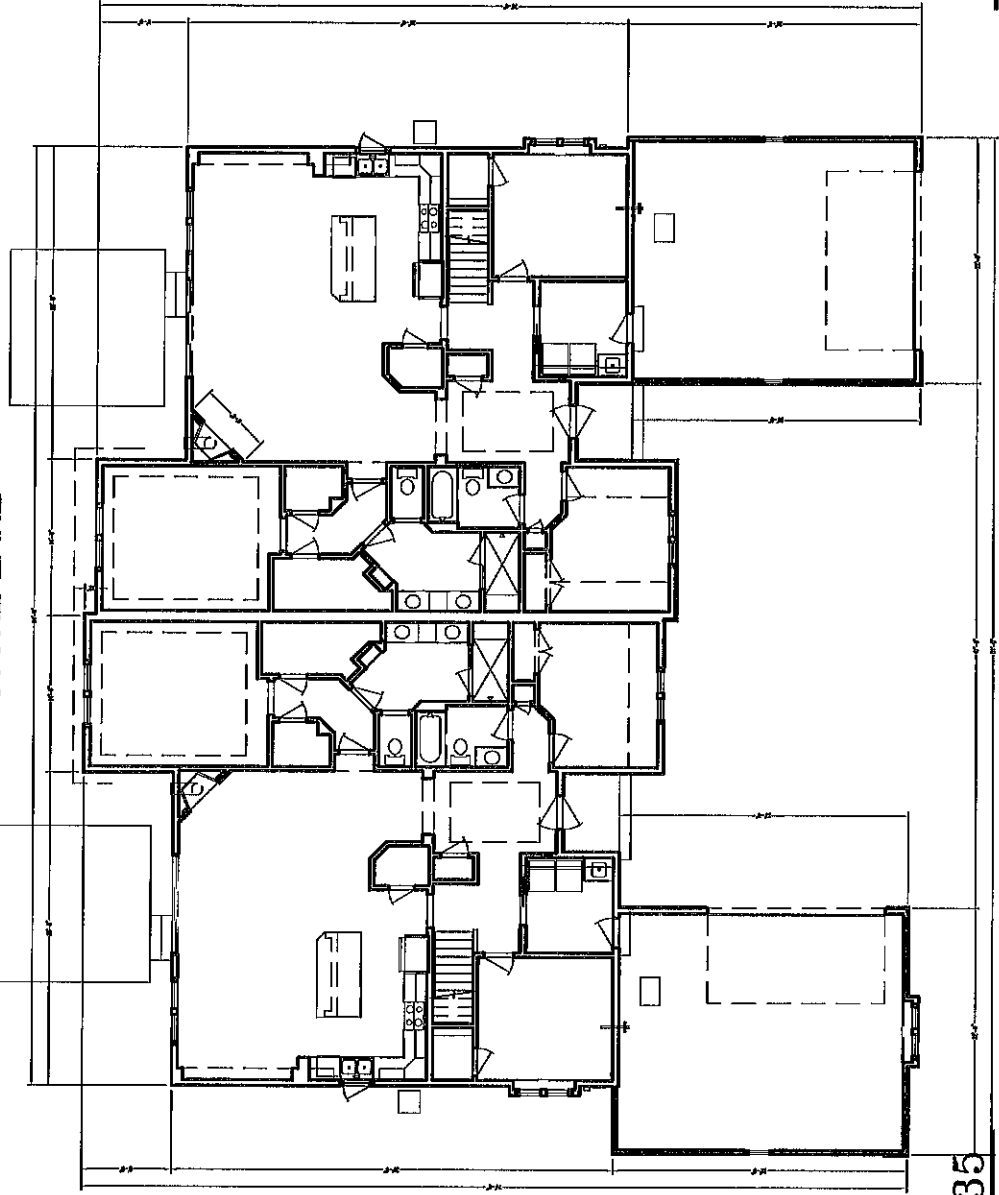
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STONE LAKE



UNIT 35

UNIT 36

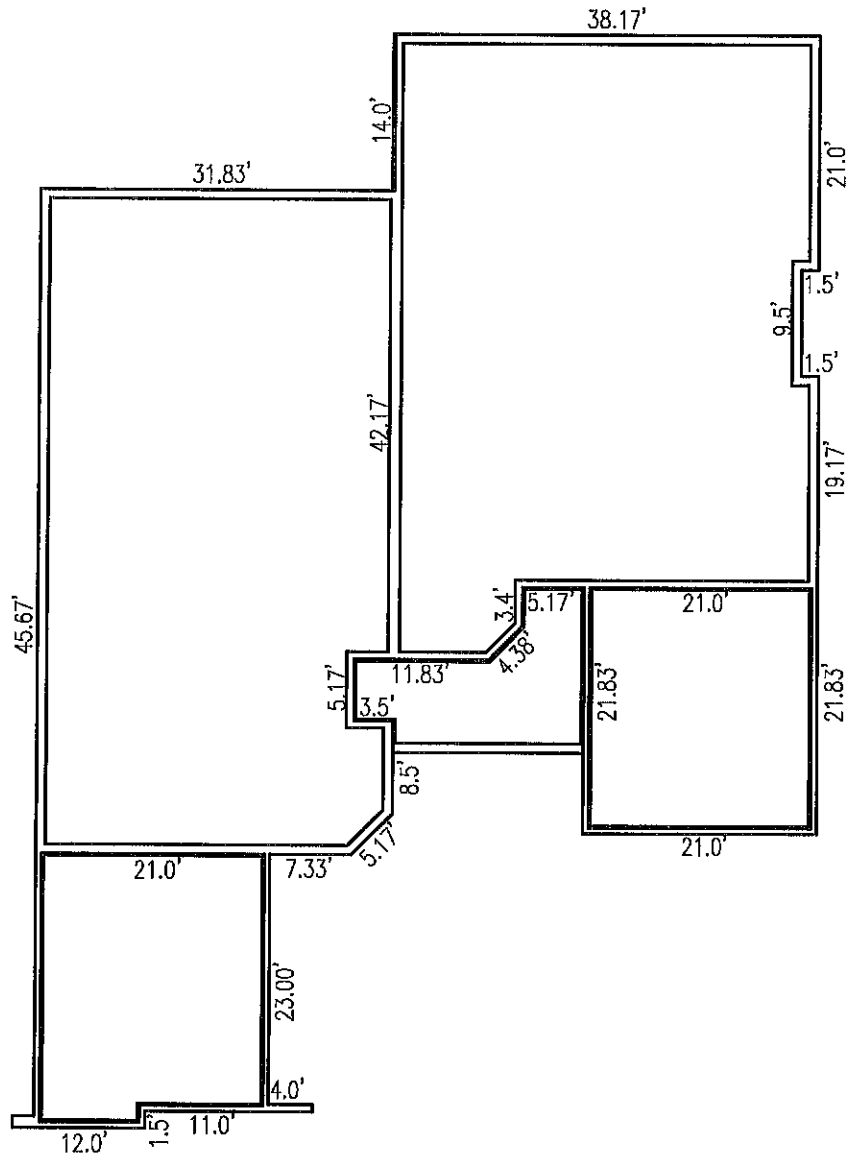
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STONE LAKE



UNIT 36

UNIT 35

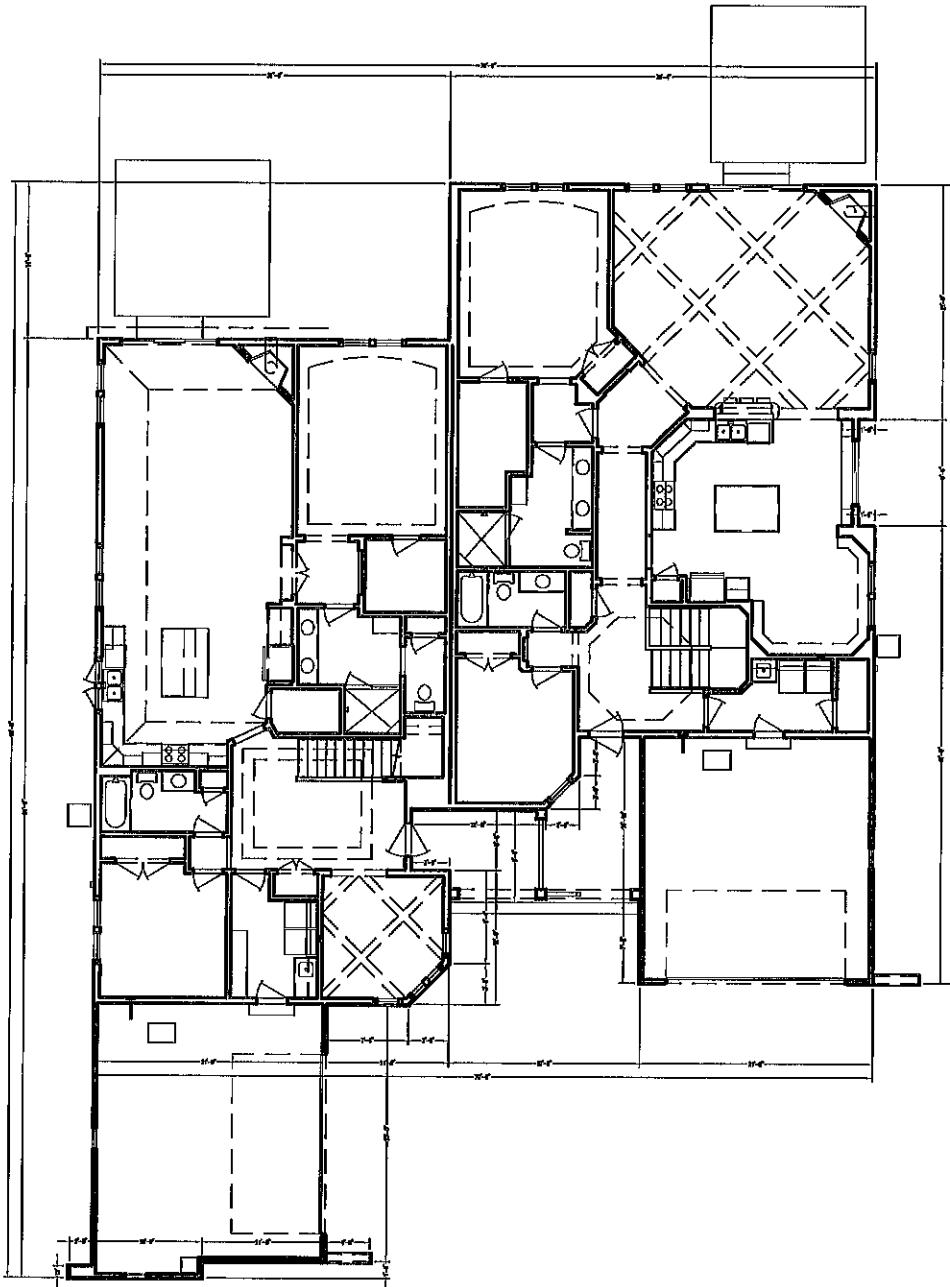
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UNIT 37

UNIT 38

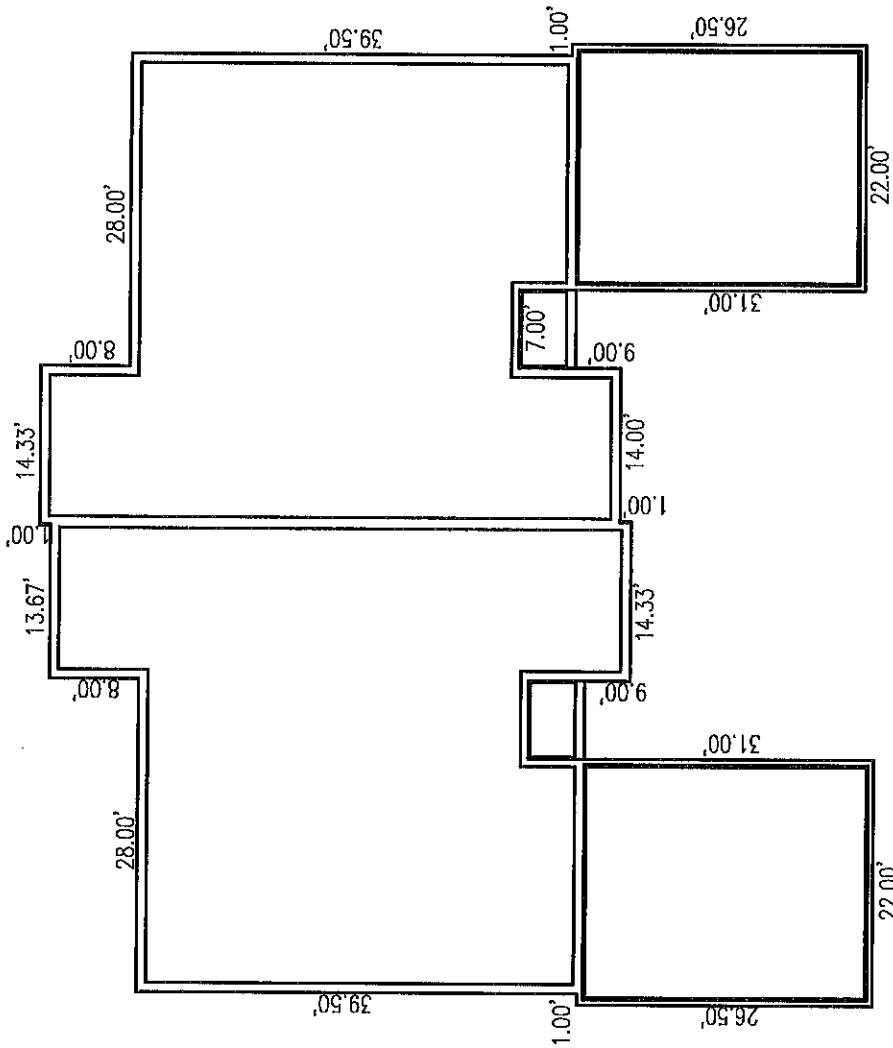
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STONE LAKE



UNIT 37

UNIT 38

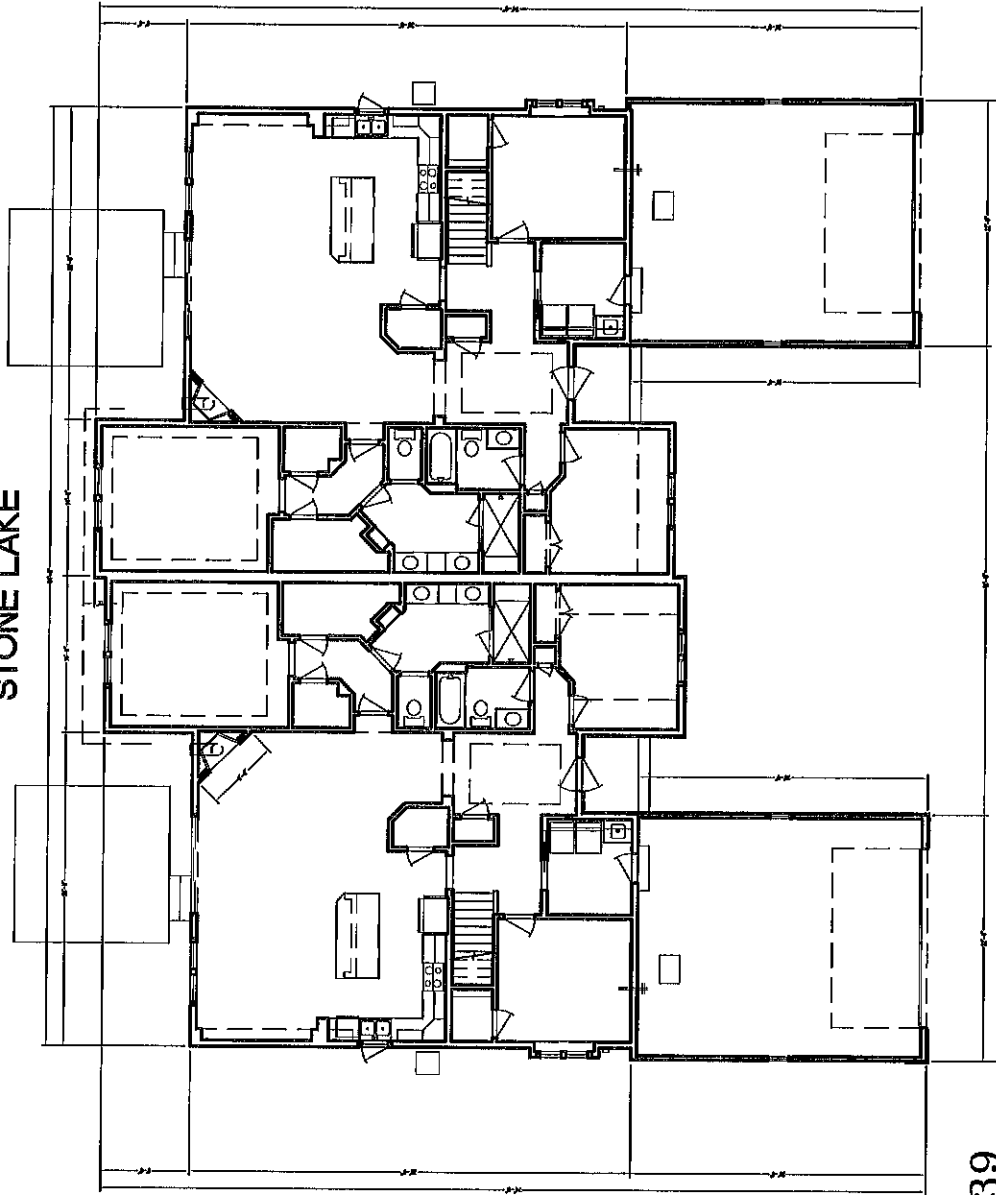
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STONE LAKE



UNIT 39

UNIT 40

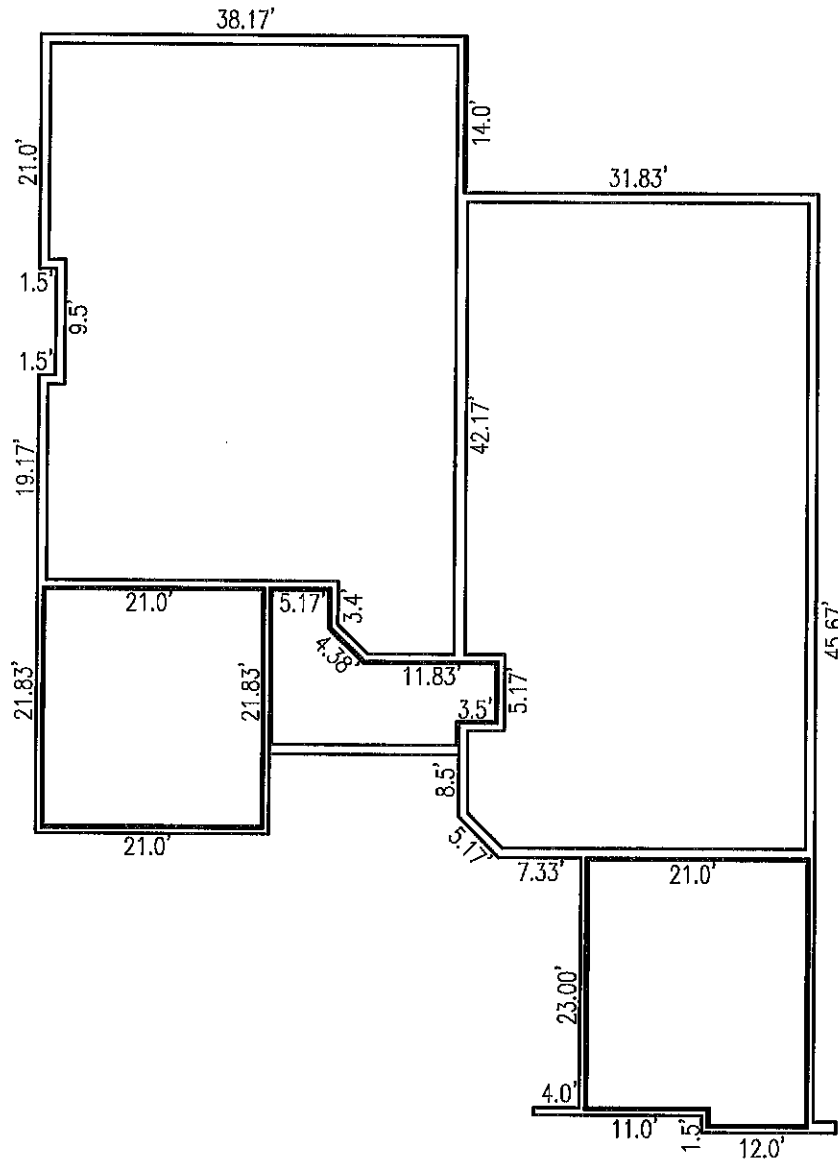
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UNIT 39

UNIT 40

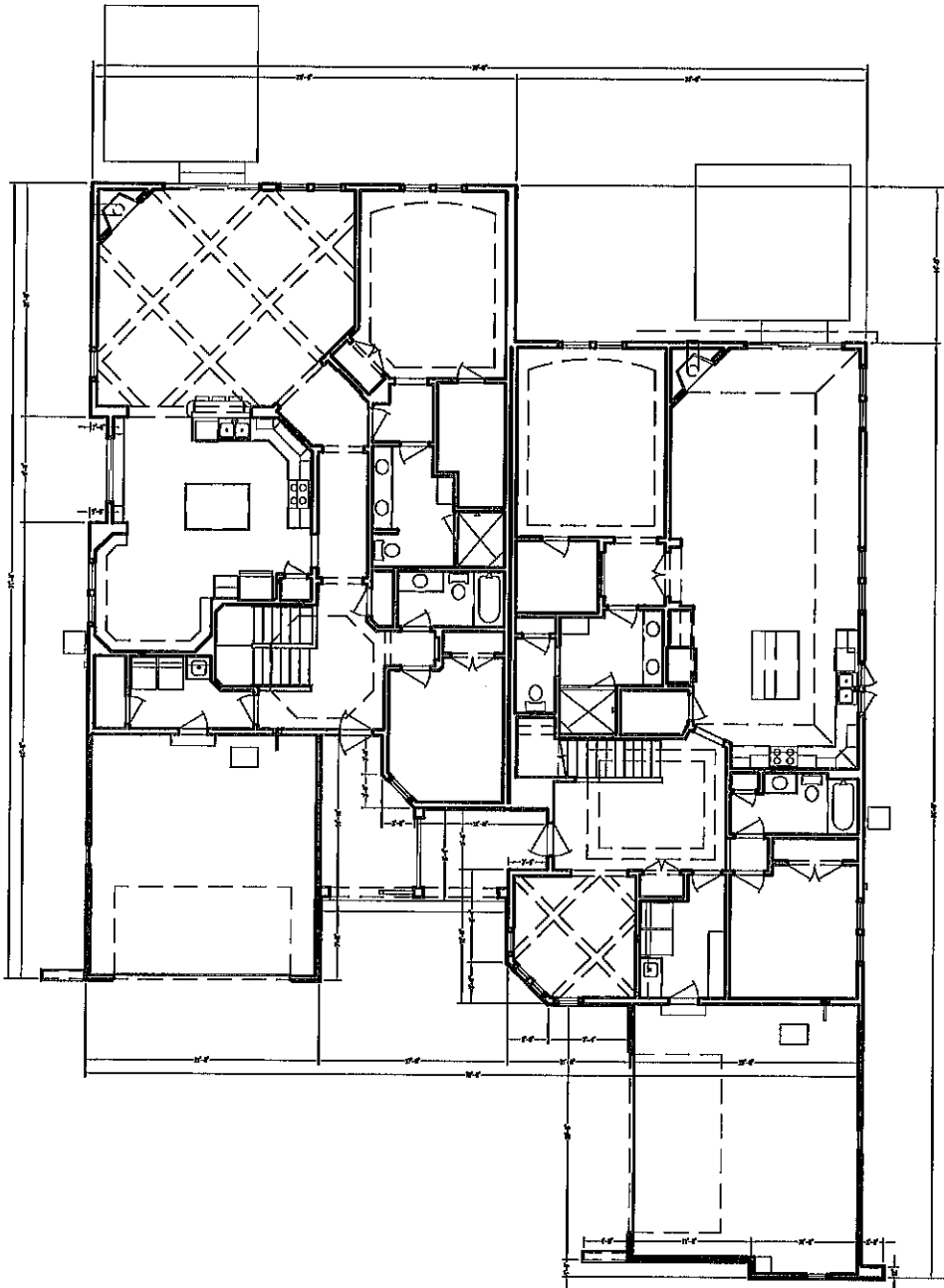
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STONE LAKE



UNIT 41

UNIT 42

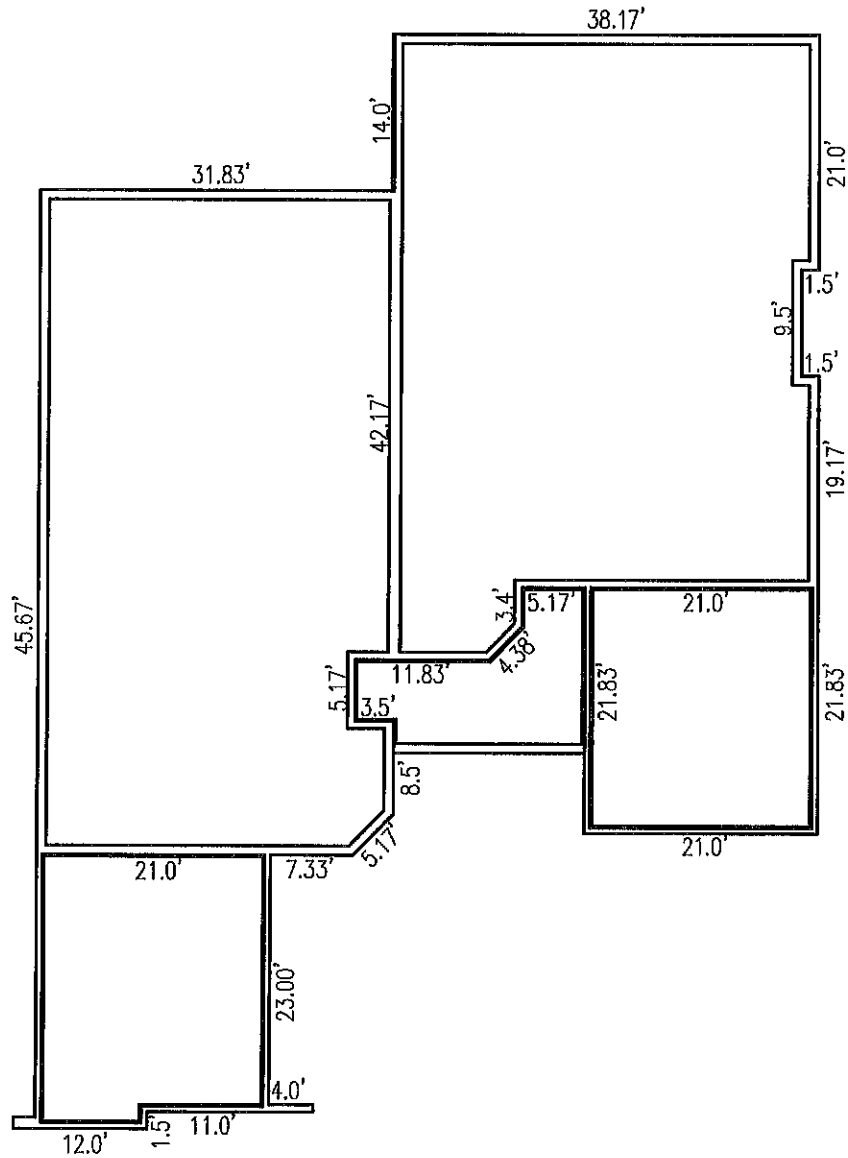
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UNIT 41

UNIT 42

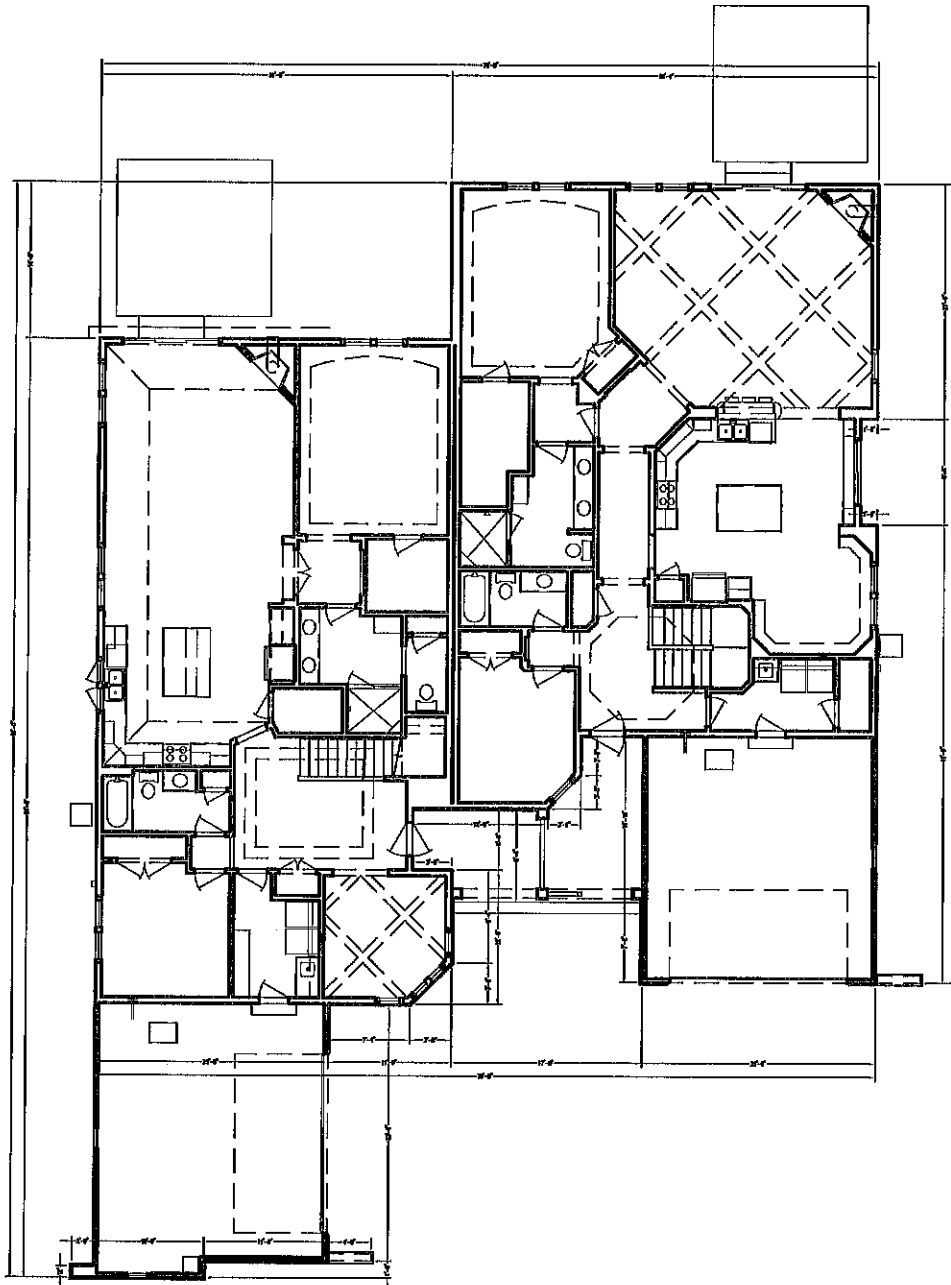
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UNIT 43

UNIT 44

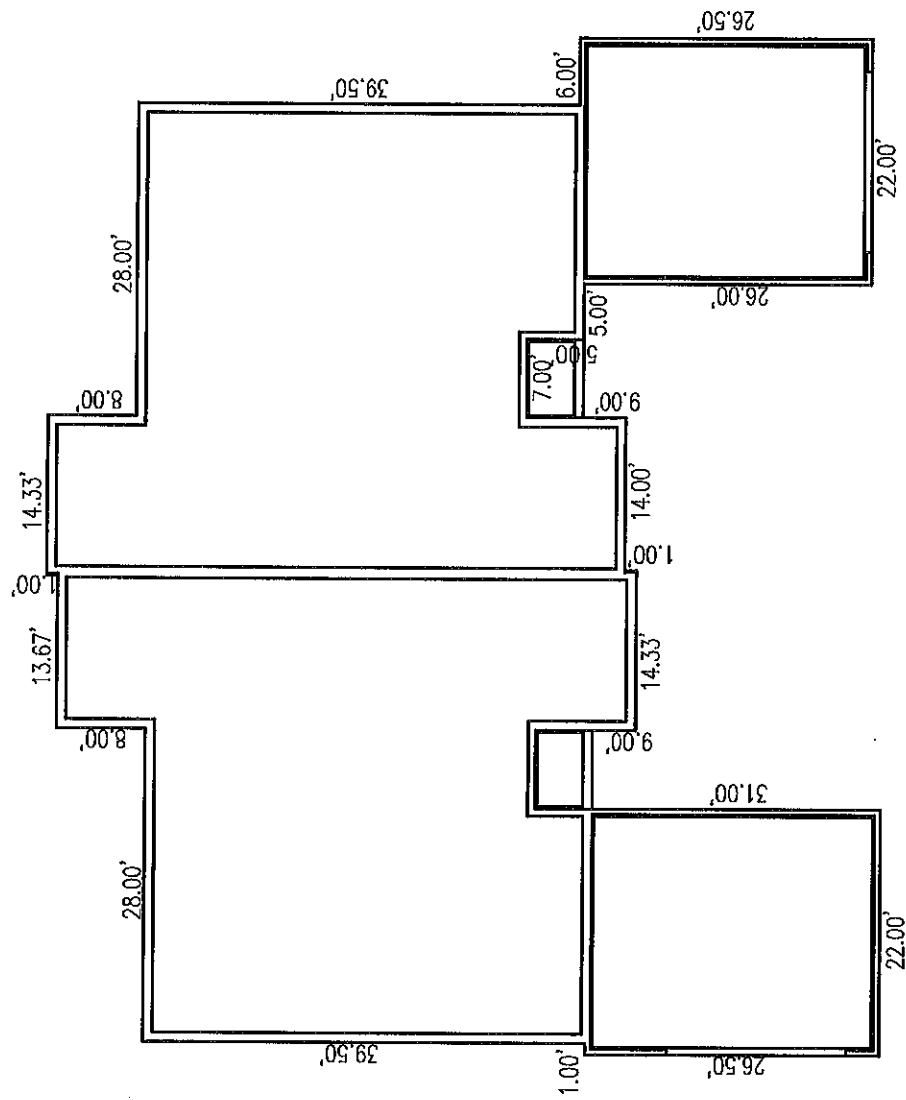
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UNIT 43

UNIT 44

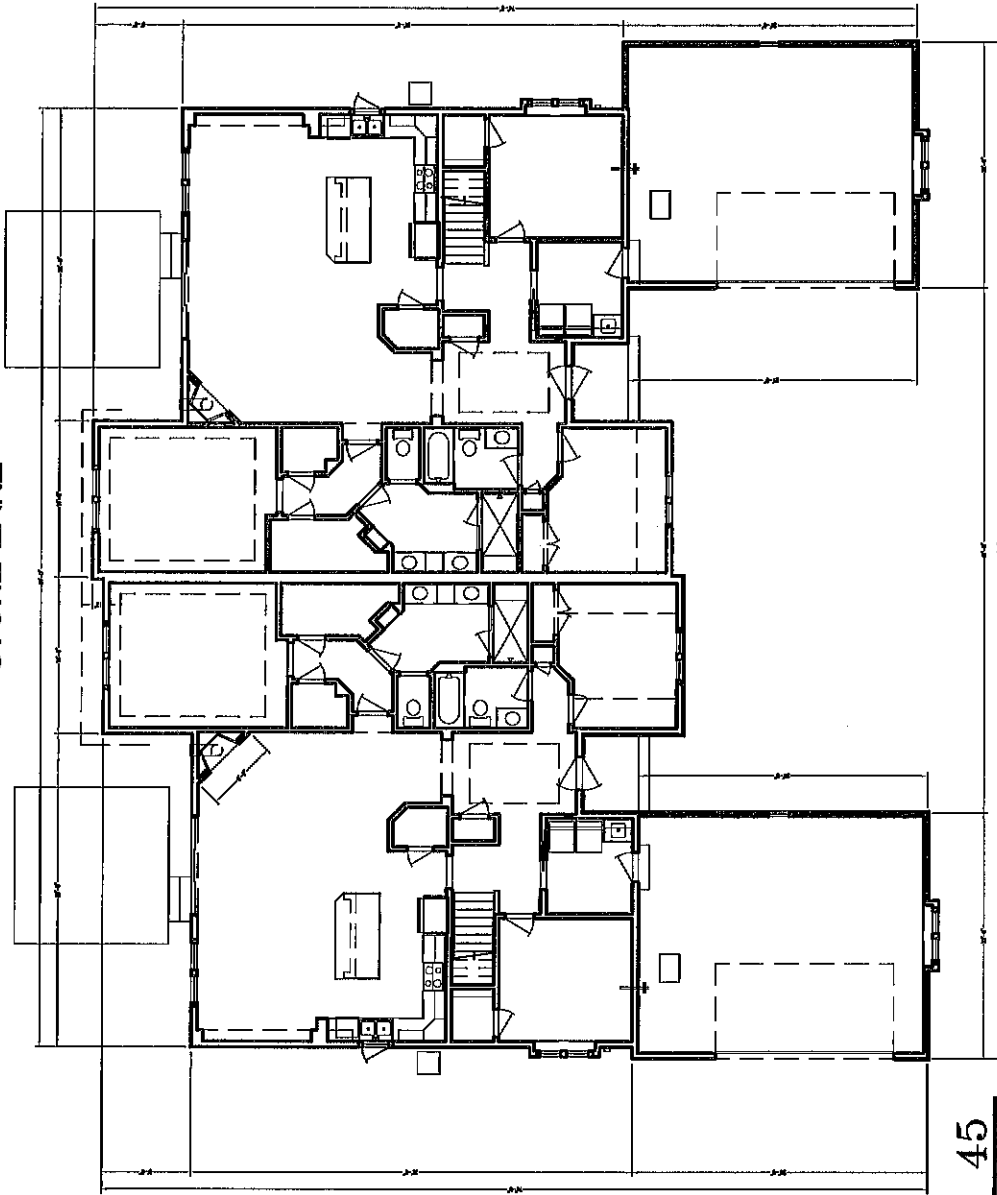
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STONE LAKE



UNIT 45

UNIT 46

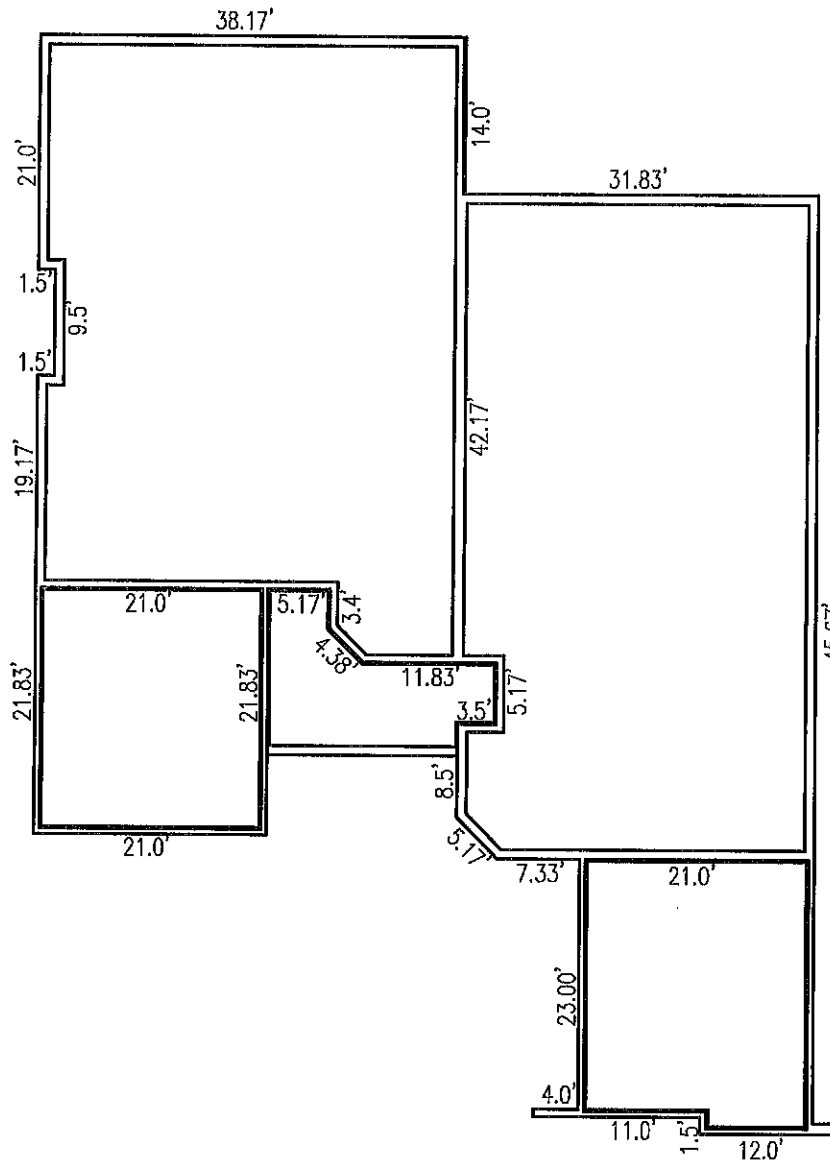
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STONE LAKE



UNIT 46

UNIT 45

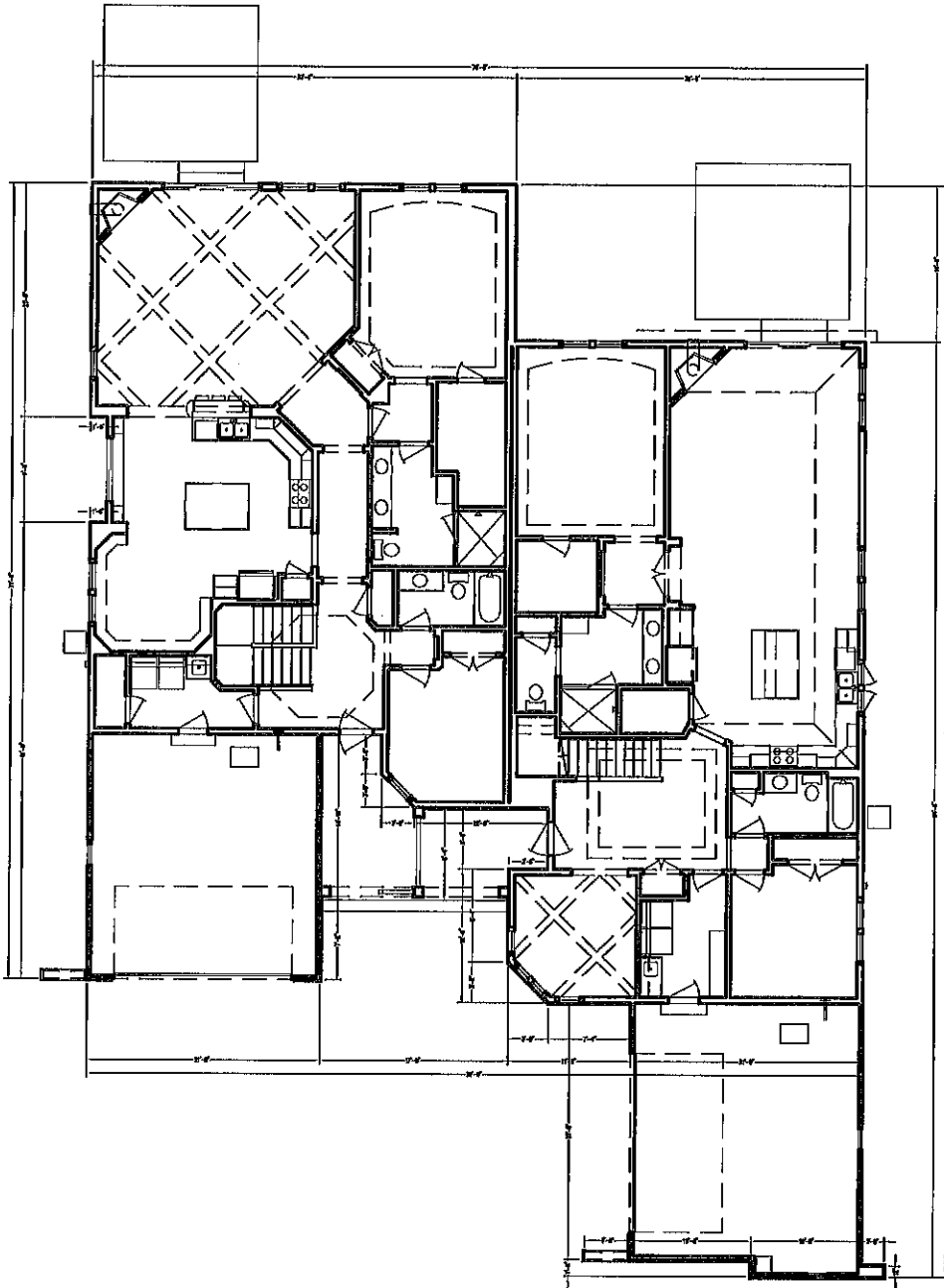
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STONE LAKE



UNIT 47

UNIT 48

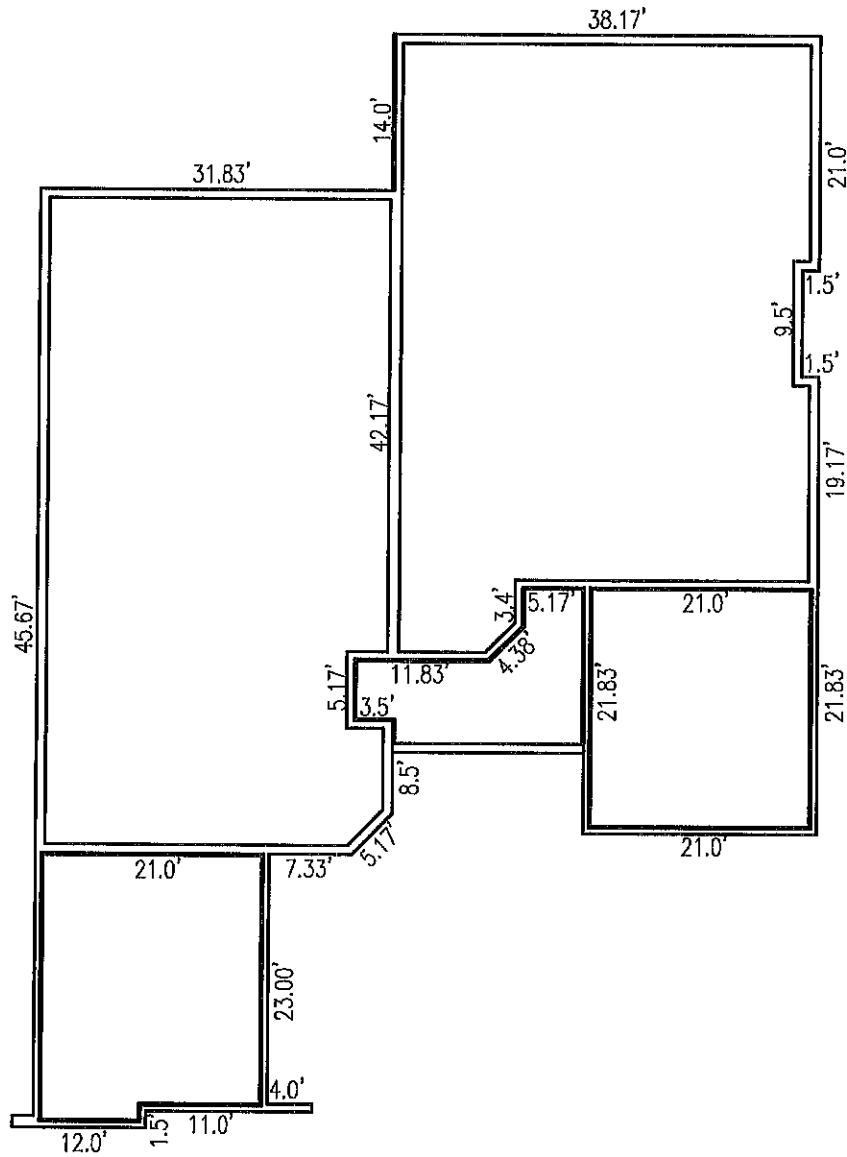
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STONE LAKE



UNIT 47

UNIT 48

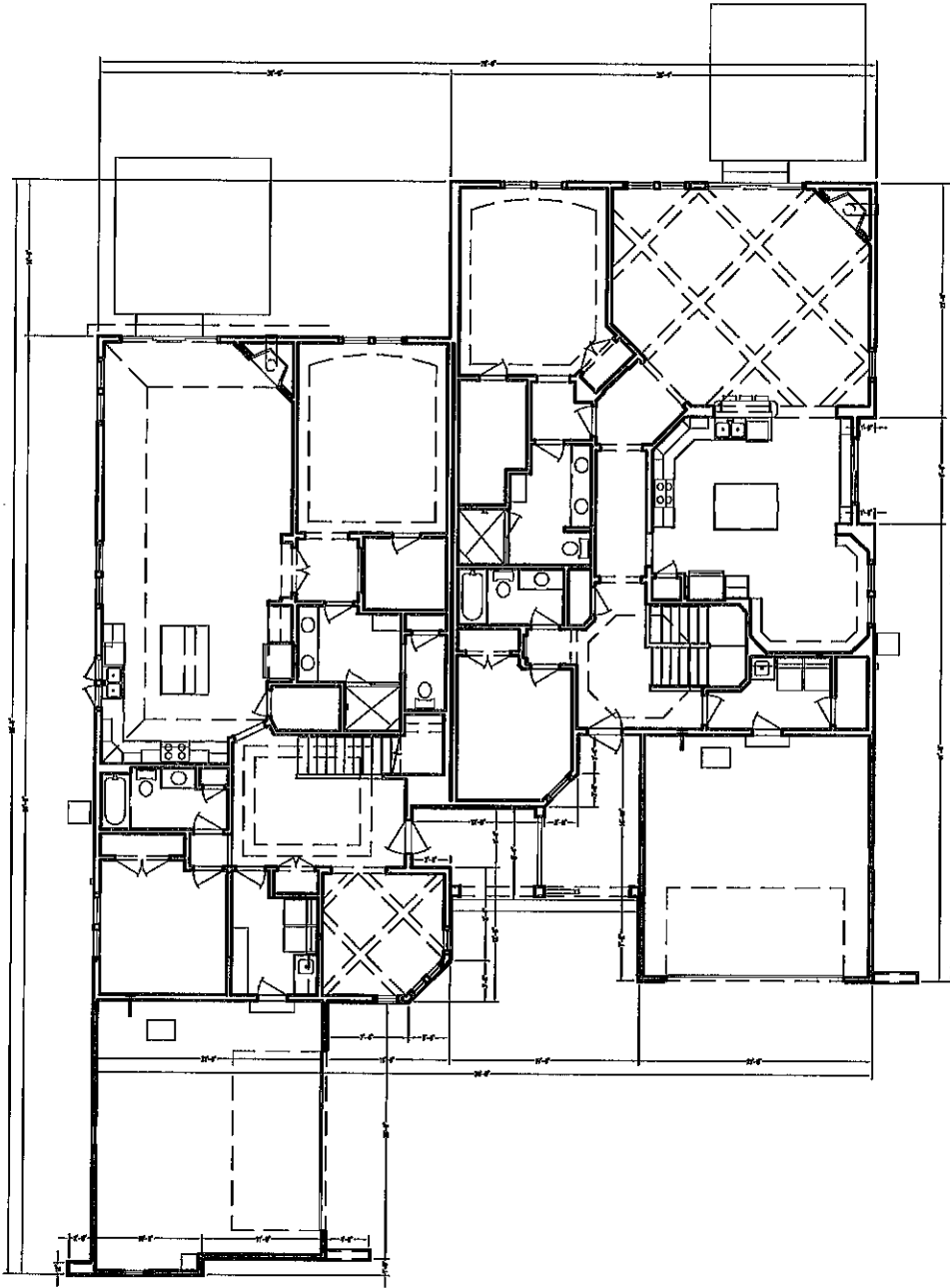
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STONE LAKE



UNIT 49

UNIT 50

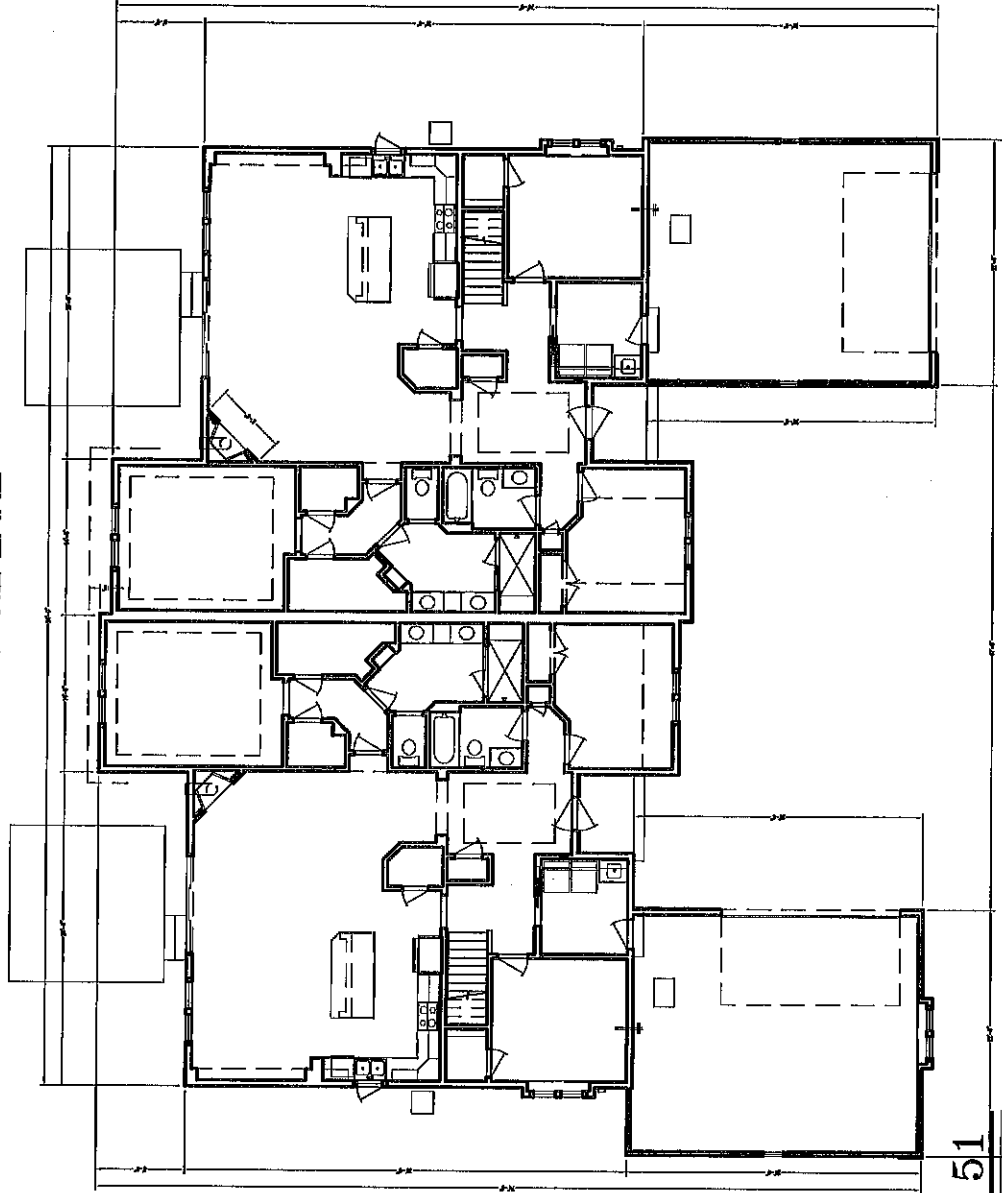
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STONE LAKE



UNIT 49

UNIT 50

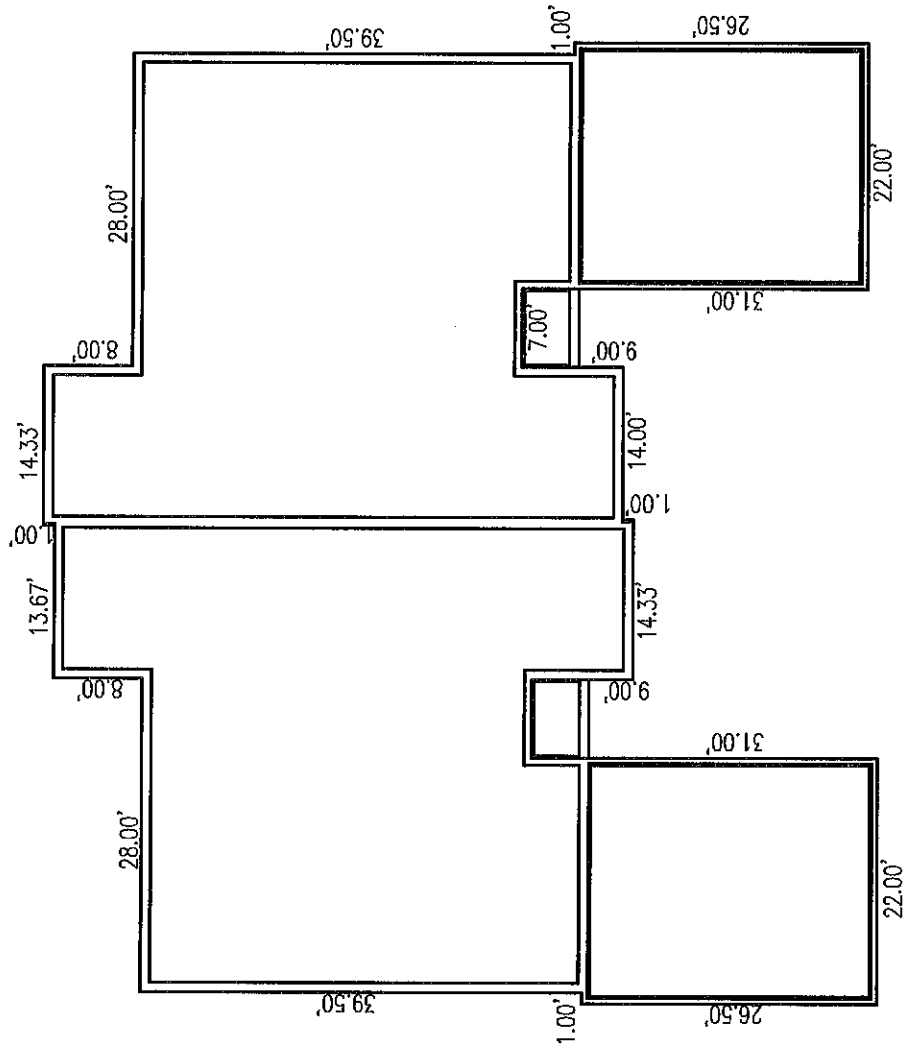
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STONE LAKE



UNIT 52

UNIT 51

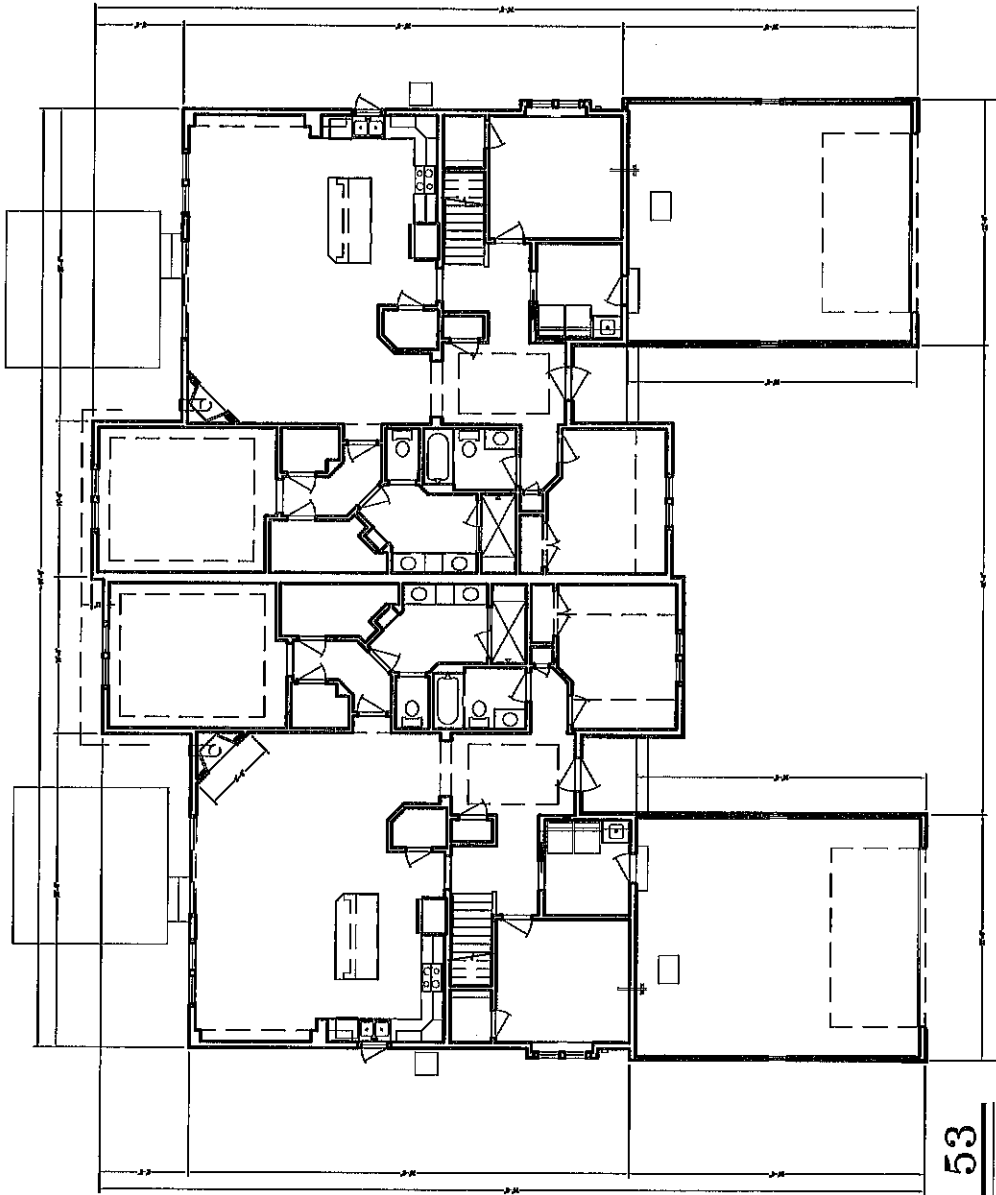
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UNIT 53

UNIT 54

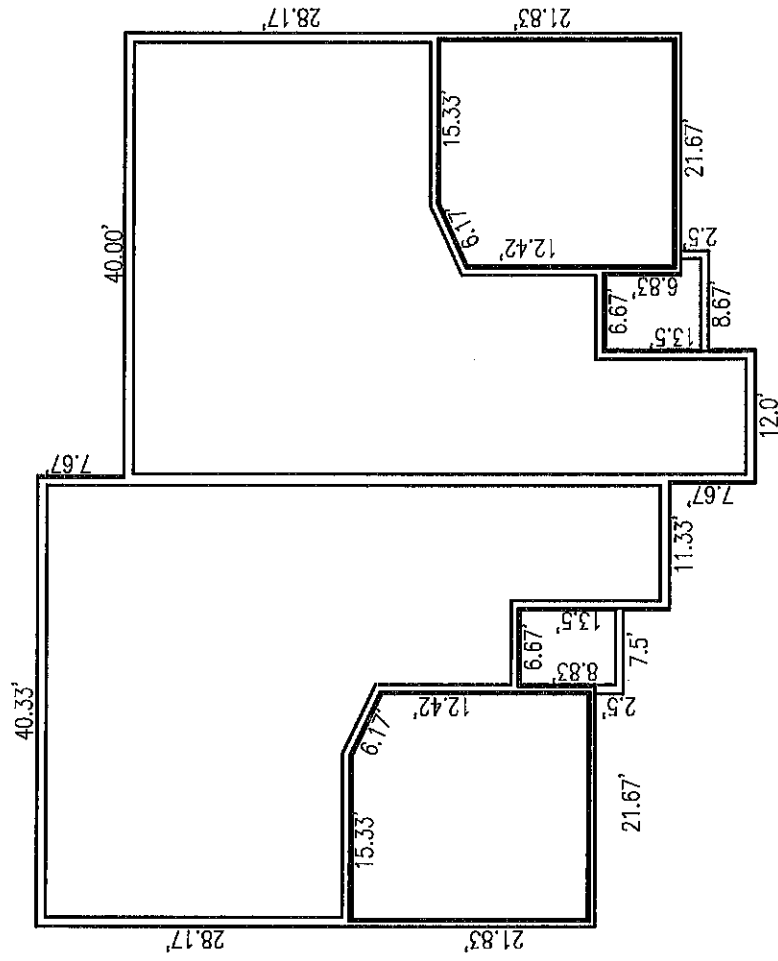
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UNIT 54

UNIT 53

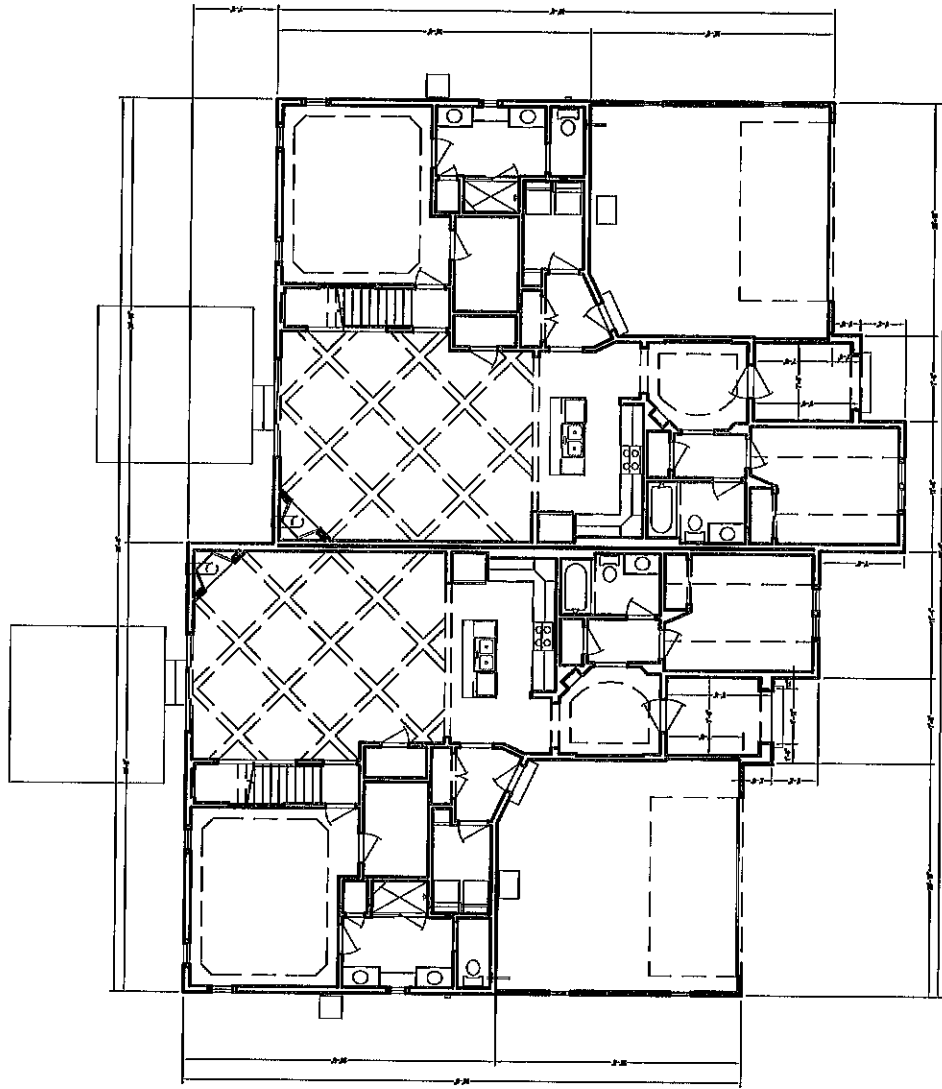
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STONE LAKE



UNIT 56

UNIT 55

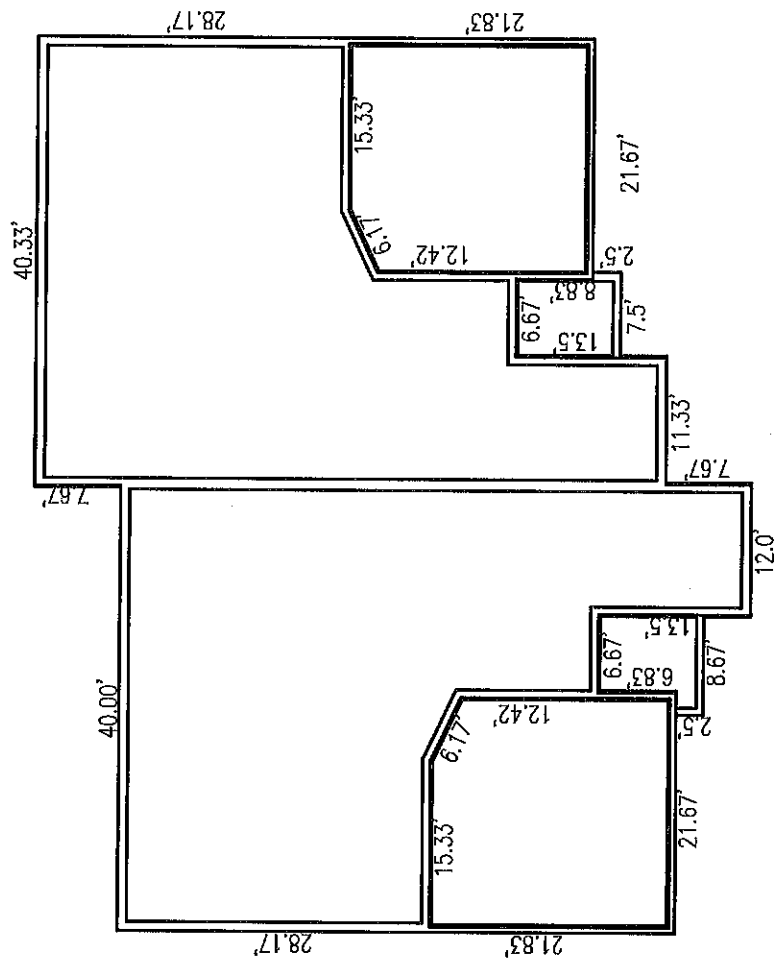
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STONE LAKE



UNIT 56

UNIT 55

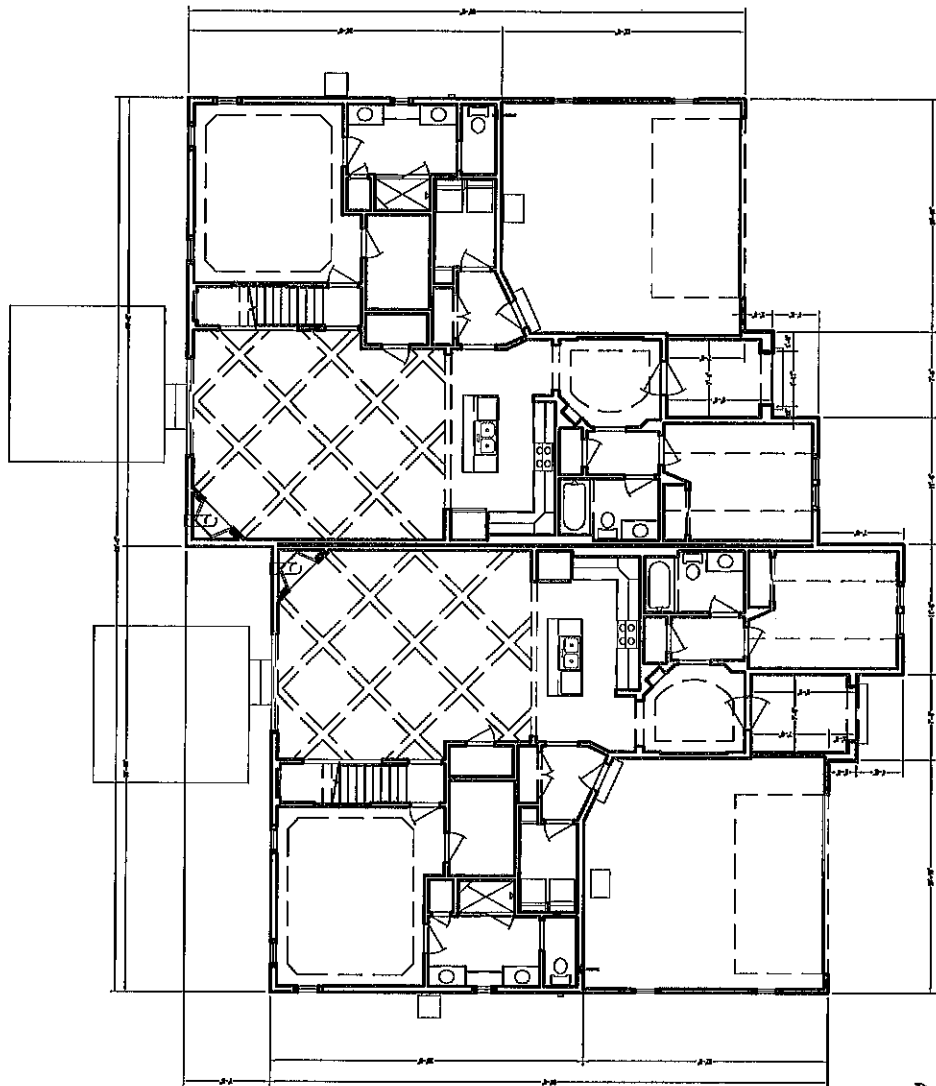
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STONE LAKE



UNIT 57

UNIT 58

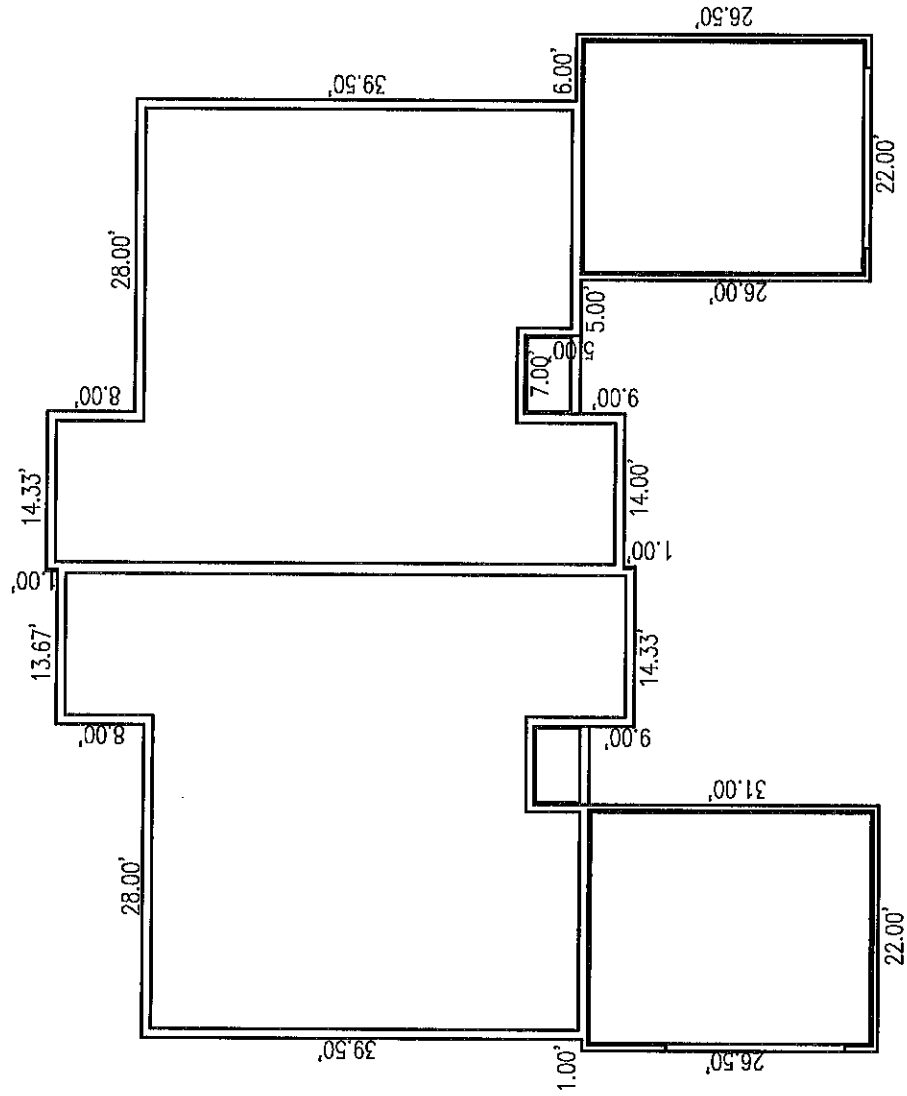
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UNIT 57

UNIT 58

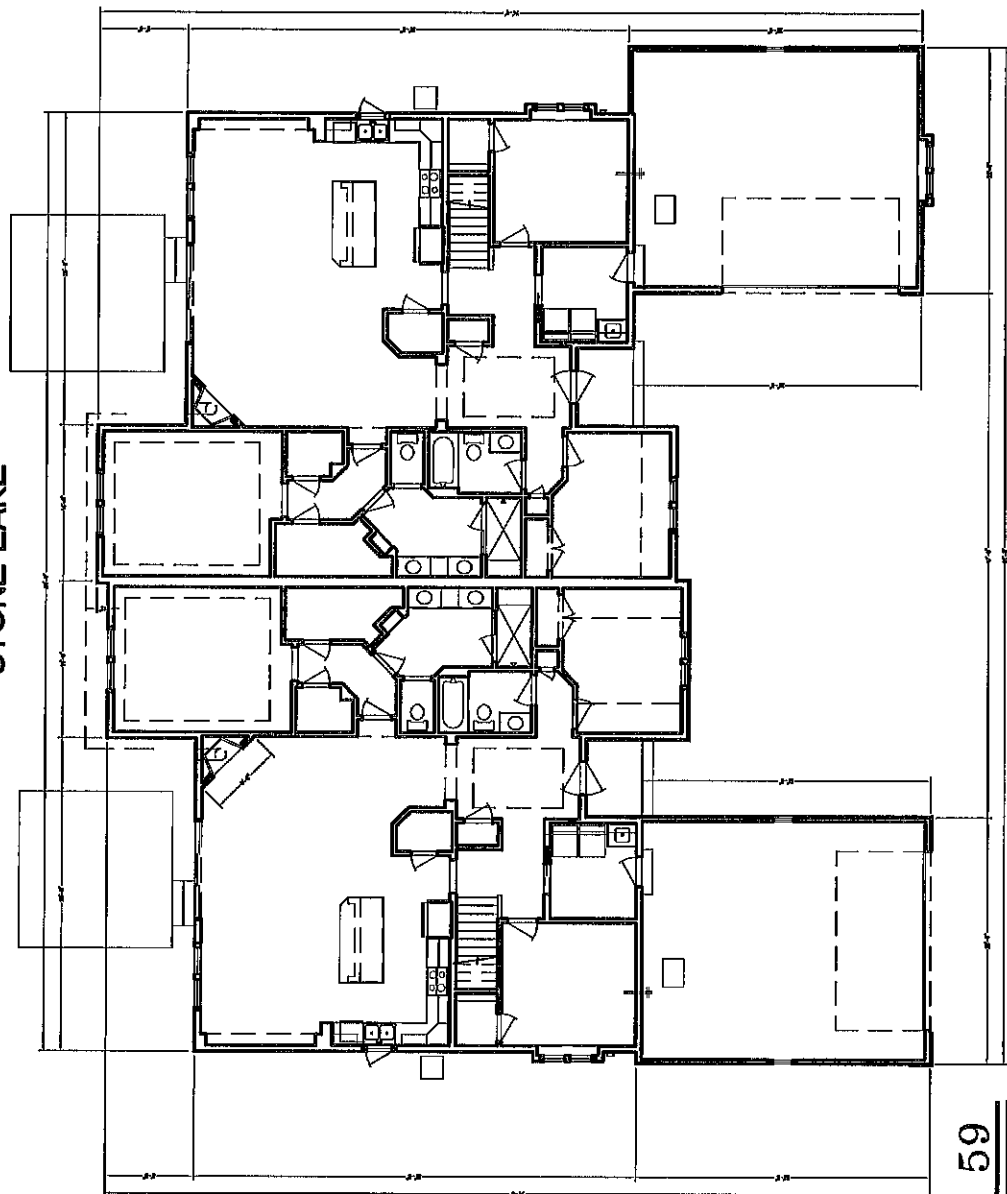
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STONE LAKE



UNIT 60

UNIT 59

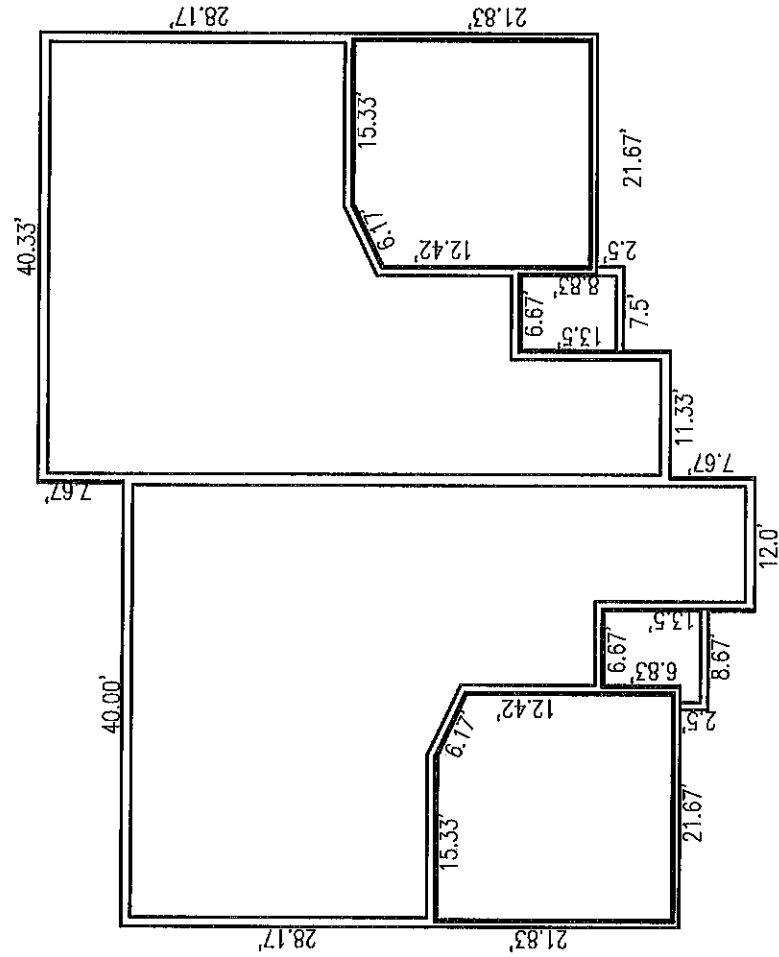
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UNIT 60

UNIT 59

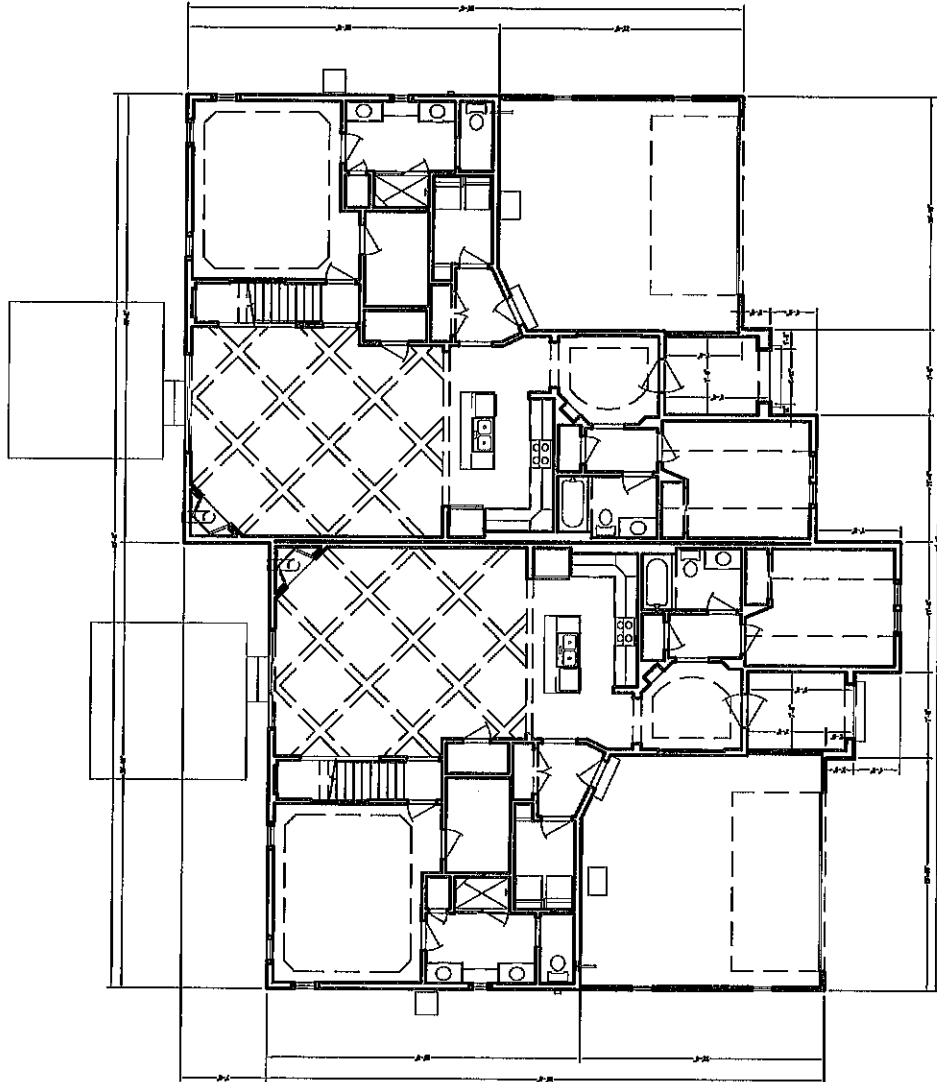
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STONE LAKE



UNIT 61

UNIT 62

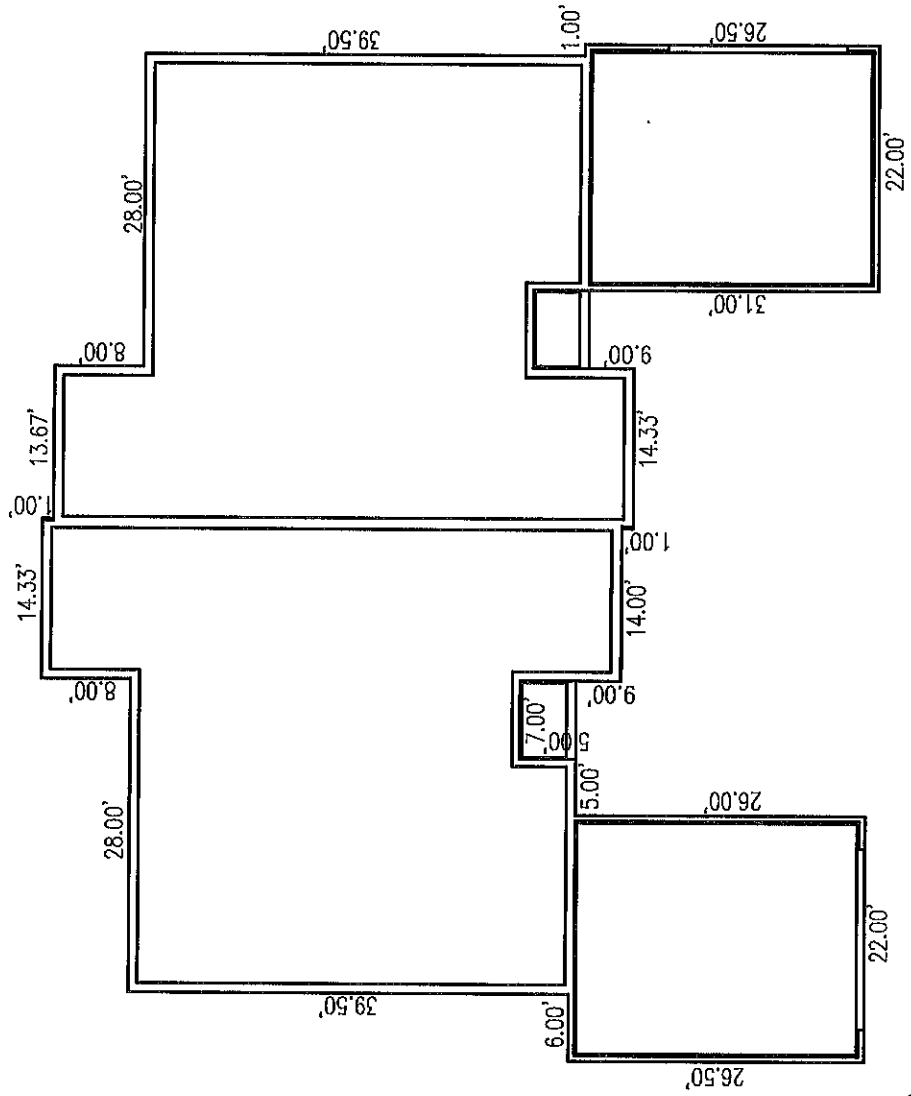
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STONE LAKE



UNIT 62

UNIT 61

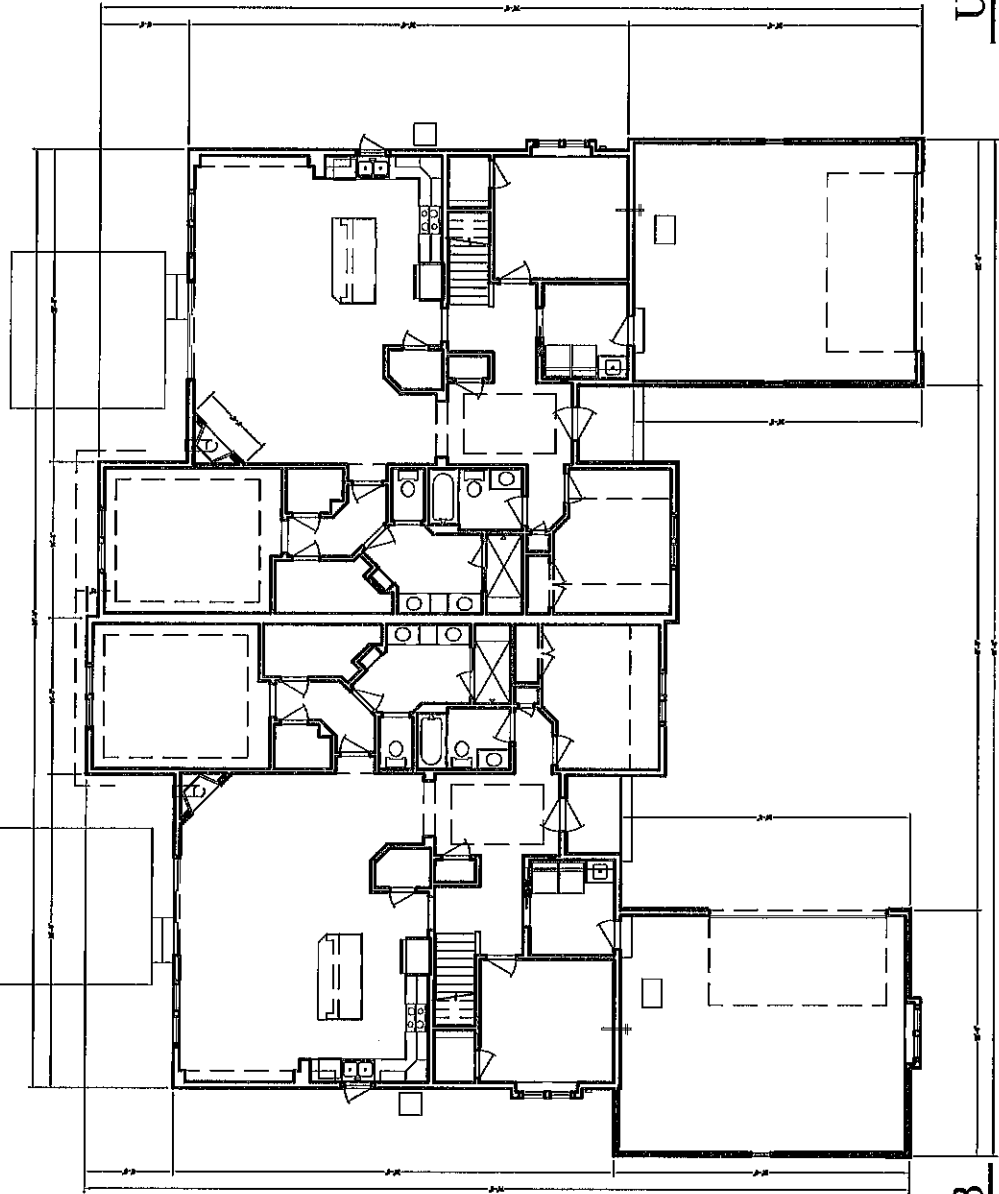
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STONE LAKE



UNIT 63

UNIT 64

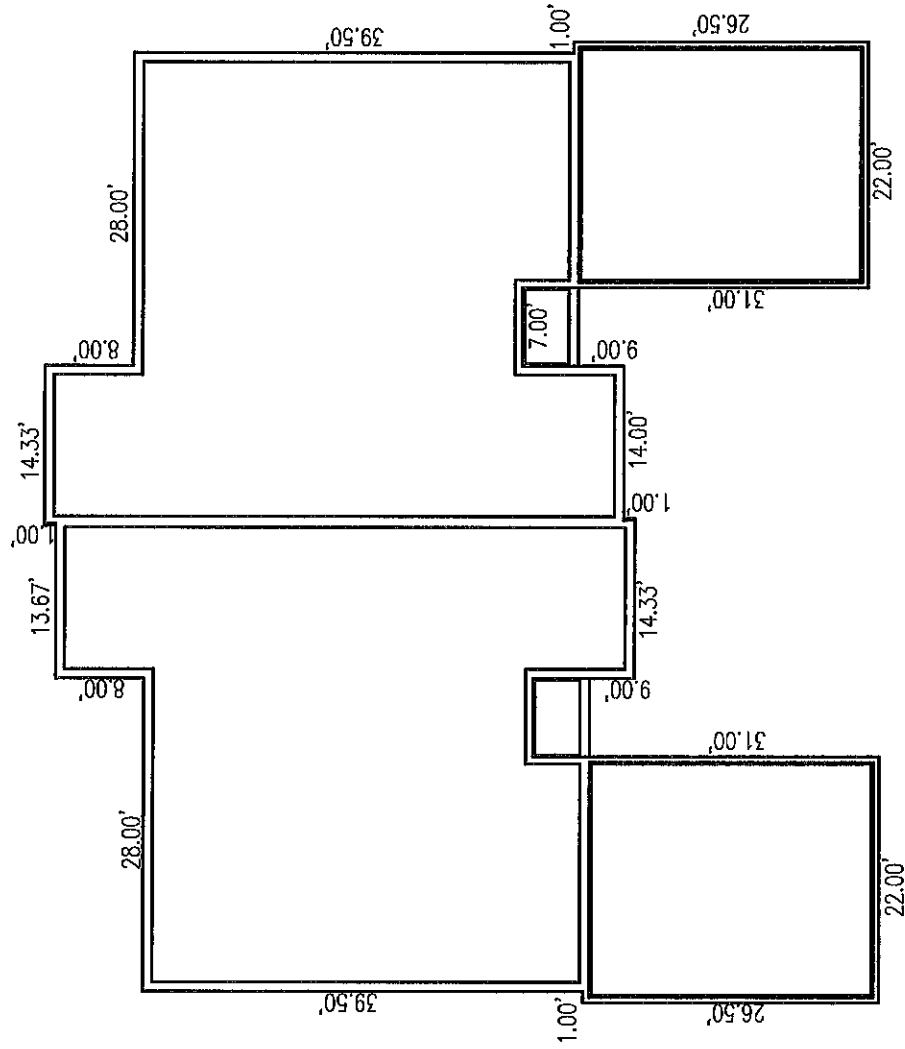
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STONE LAKE



UNIT 64

UNIT 63

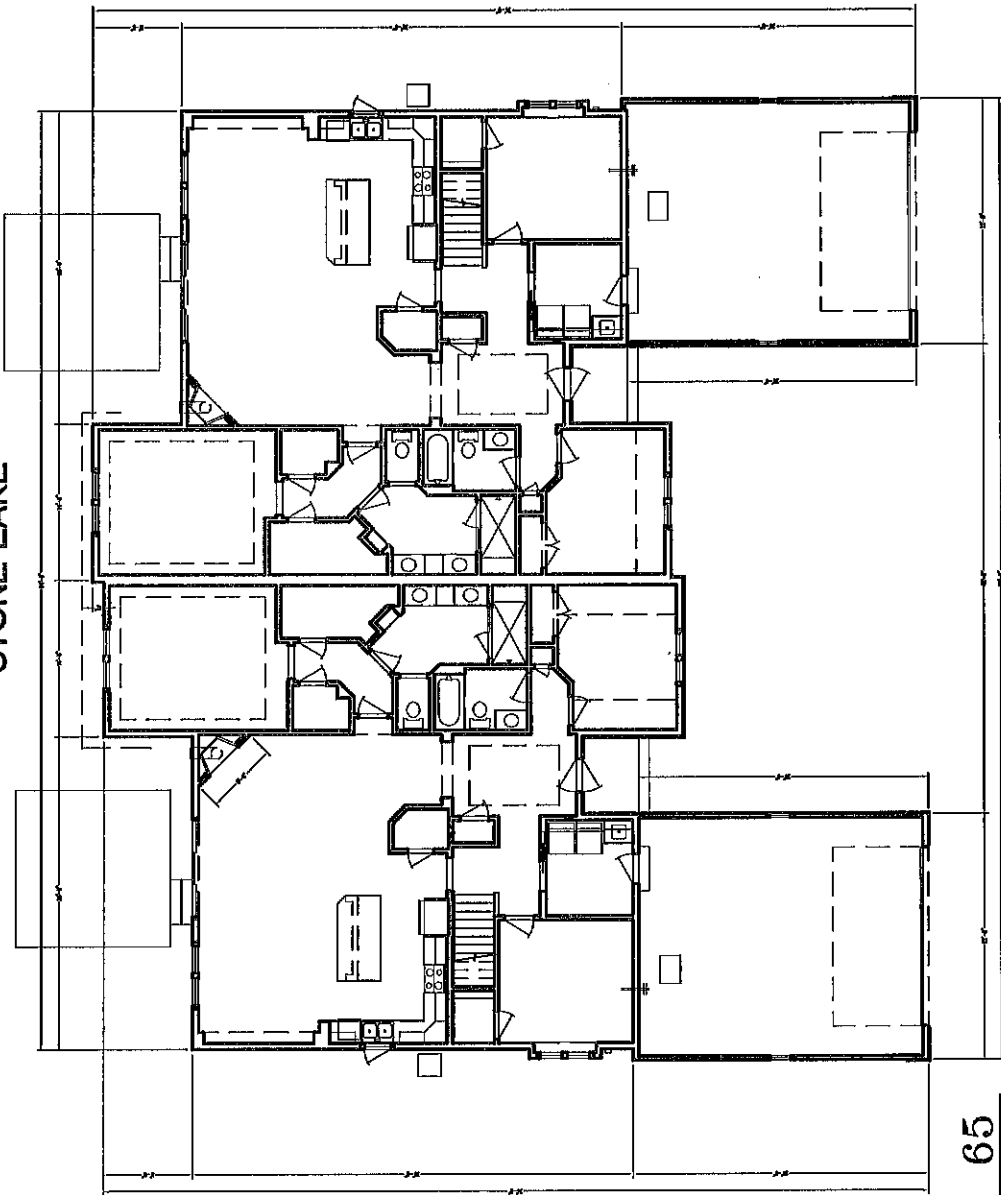
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STONE LAKE



UNIT 66

UNIT 65

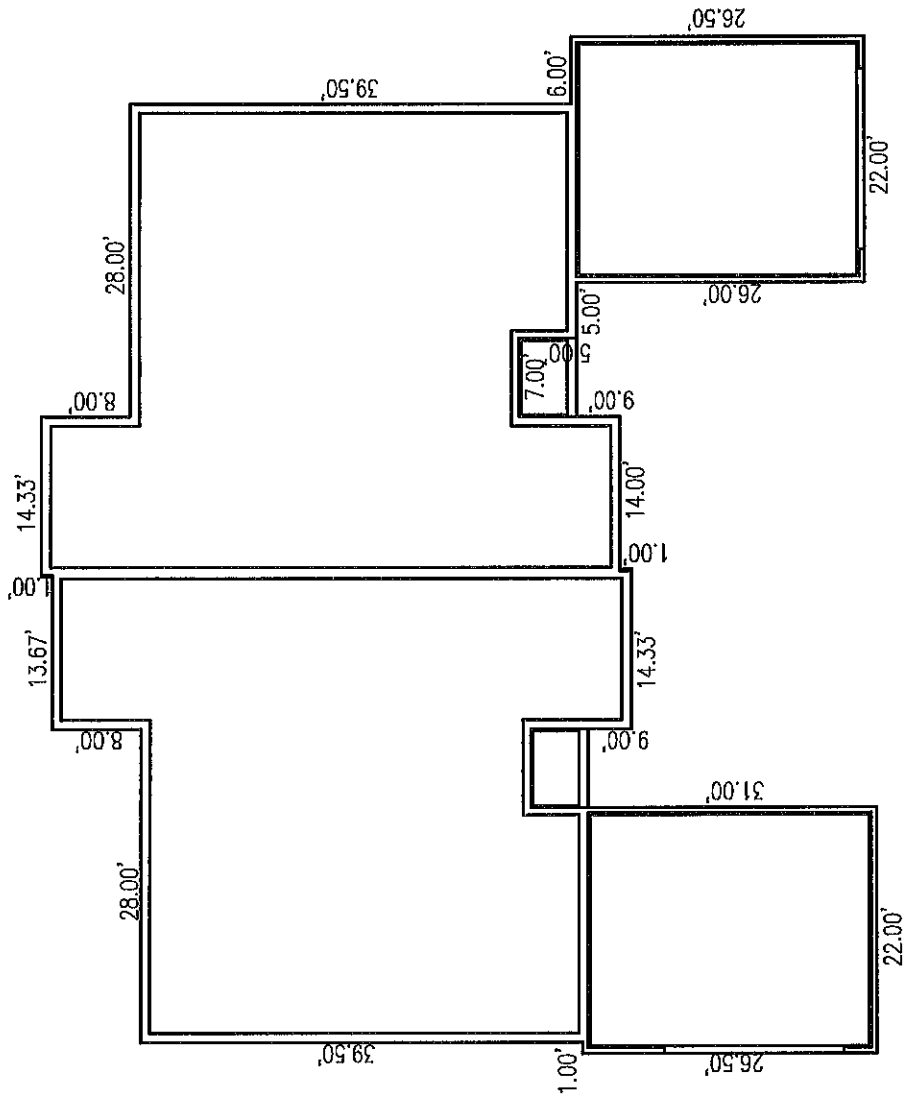
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STONE LAKE



UNIT 66

UNIT 65

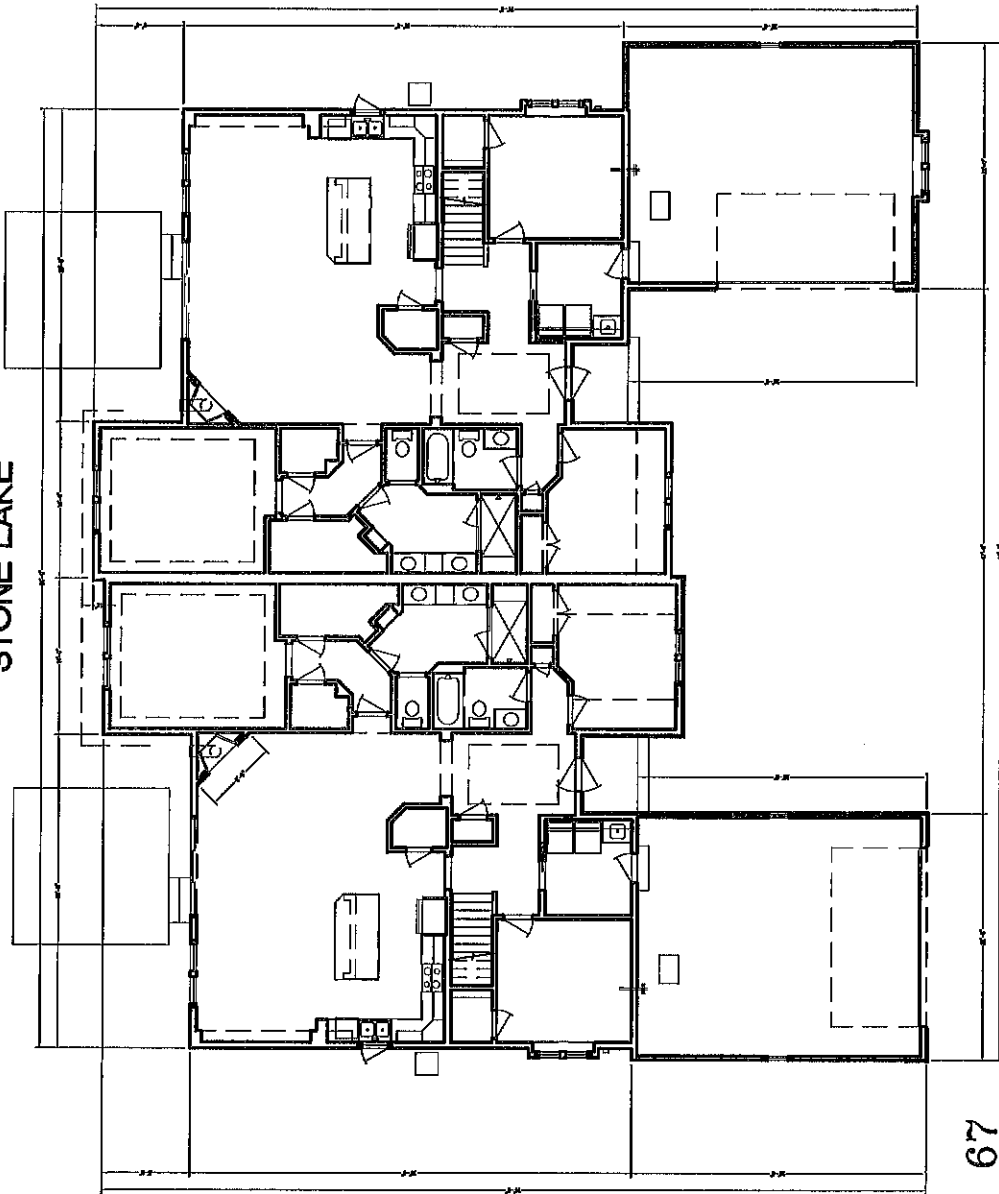
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STONE LAKE



UNIT 67

UNIT 68

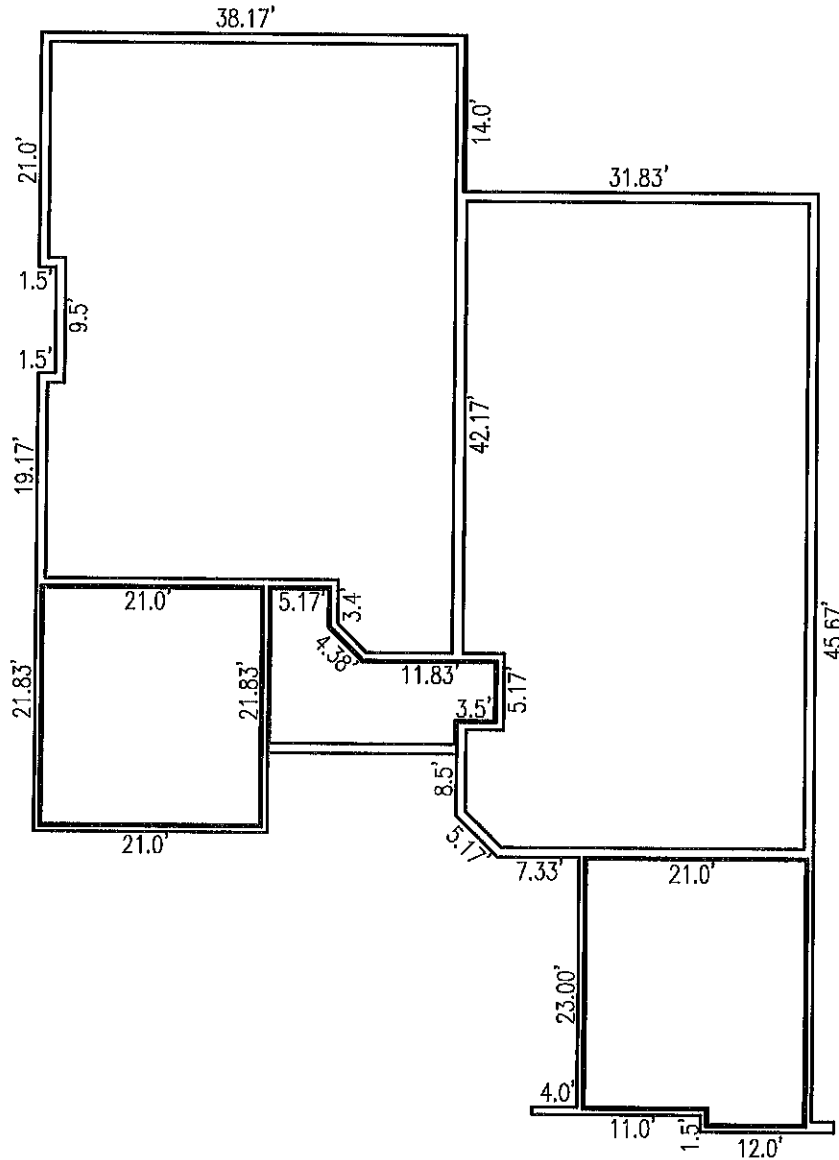
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UNIT 68

UNIT 67

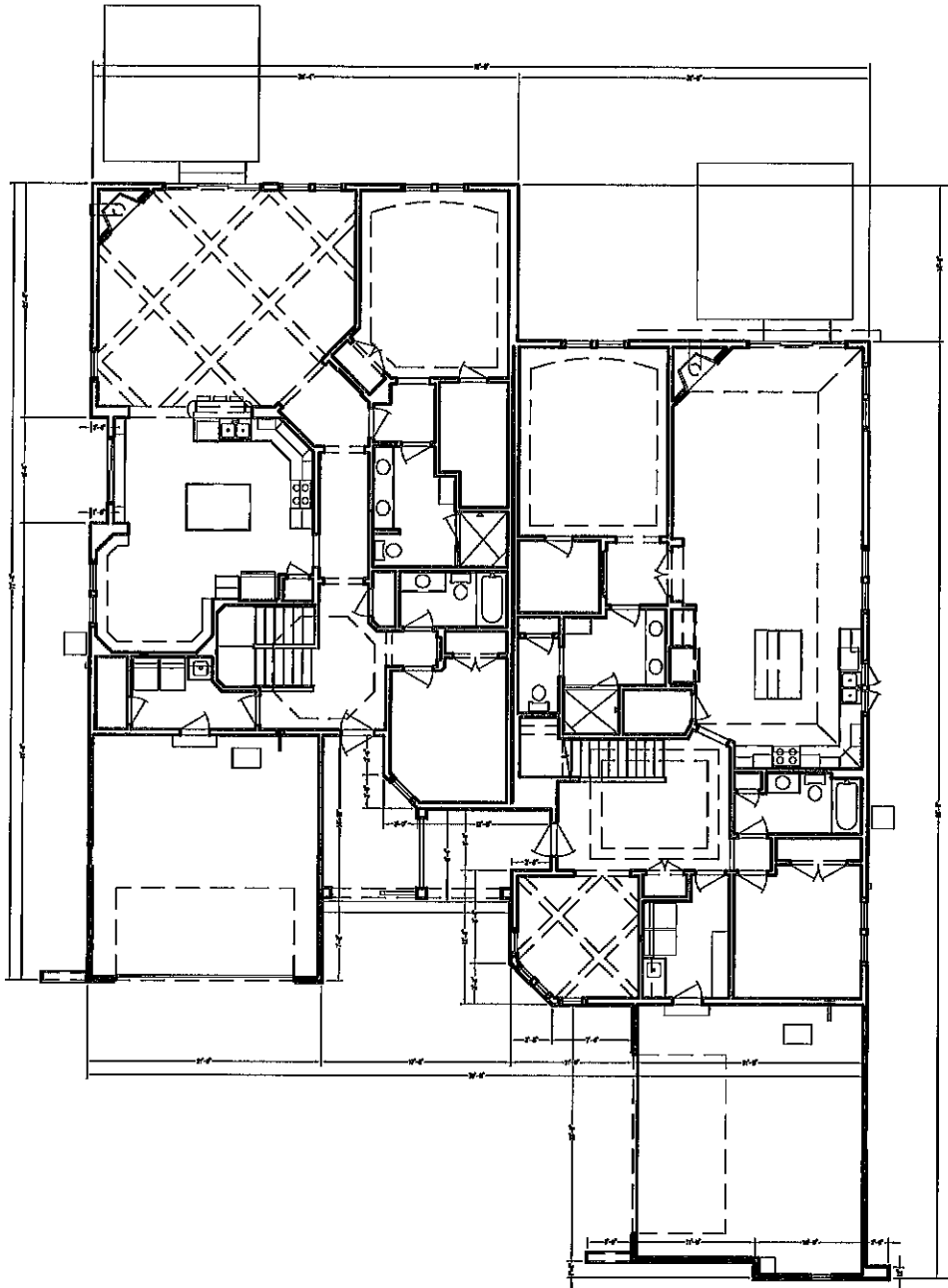
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 69

UNIT 70

CONDOMINIUM PLAT OF
STONE LAKE

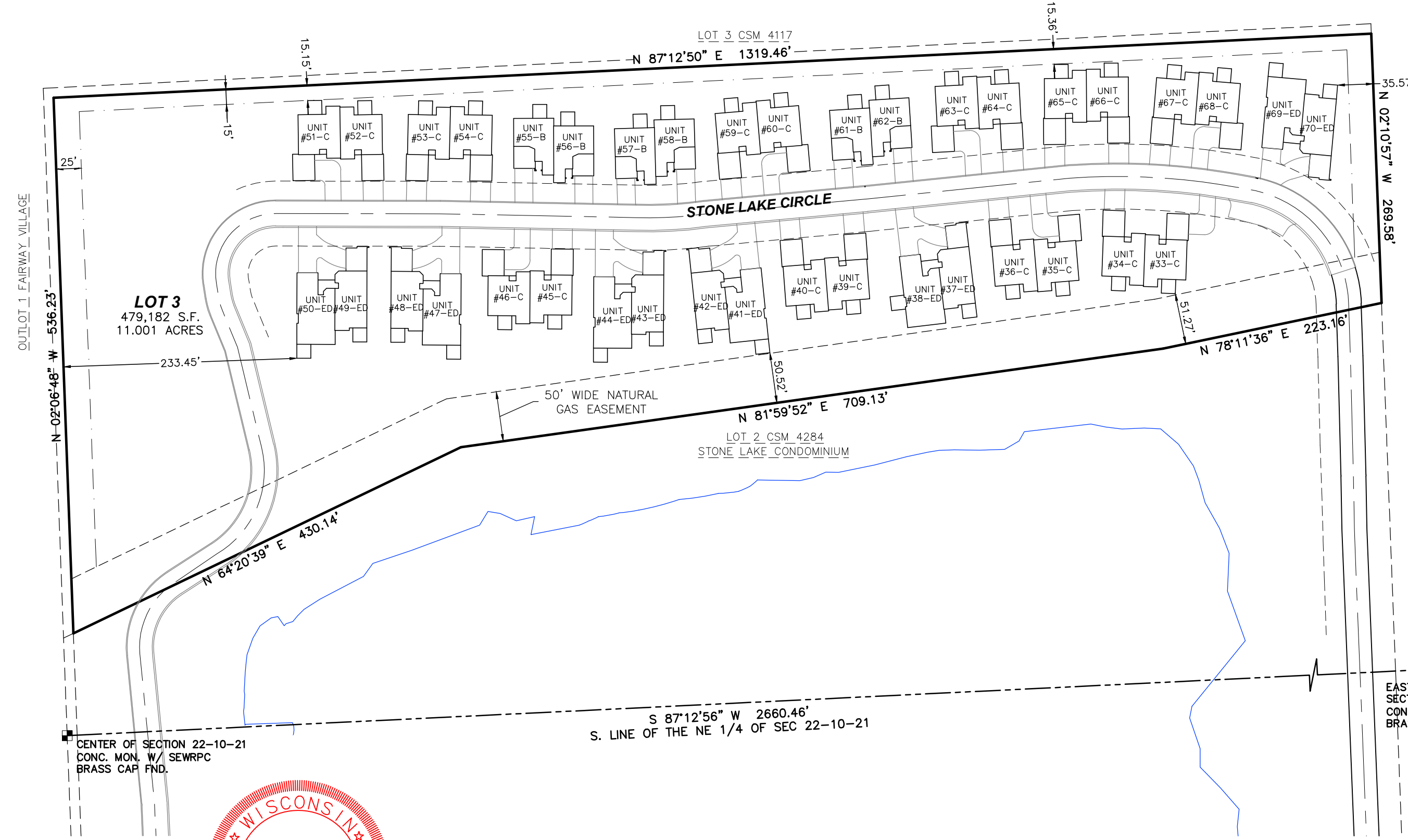


UNIT 69

UNIT 70

STONE LAKE CONDOMINIUM ADD. NO 1

LOT 3 OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

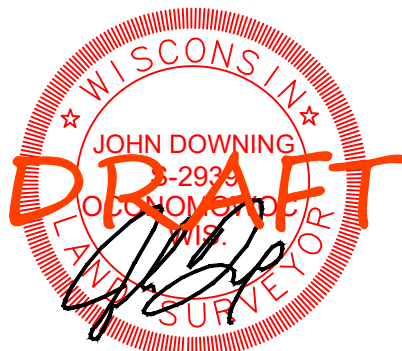


NE CORNER OF SECTION 22-10-21 CONC. MON. W/ SEWRPC BRASS CAP FND.

NOTES:

- REFER TO _____ OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE COMMON ELEMENTS.
- REFER TO ARTICLE _____ OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
- THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAT ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
- SIDEWALKS, PATIOS, AND DECKS ATTACHED TO A UNIT ARE LIMITED COMMON ELEMENTS (L.C.E.), BUT ALL CANNOT BE SHOWN GRAPHICALLY DUE TO VARYING SIZES AND CONFIGURATIONS.

EAST 1/4 CORNER OF SECTION 22-10-21 CONC. MON. W/ SEWRPC BRASS CAP FND.



I, JOHN D. DOWNING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF WISCONSIN, AND THAT THIS CONDOMINIUM PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 703 AND A-E 7 OF THE WISCONSIN STATUTES. AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS ARE DEPICTED AS PROVIDED BY THE DECLARANT, AND CAN BE DETERMINED FROM THE PLAT.

LEGEND

■	SECTION CORNER MONUMENT
○	FOUND 3/4 REBAR" OR NOTED
○	FOUND 1" IRON PIPE OR NOTED
◇	FOUND SPIKE



LAND SURVEYING • LAND PLANNING
955 LEXINGTON DR.
CEDARBURG, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

JOHN D. DOWNING, PLS S-2939

DATE:

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

DATE: 03/11/2026
JOB# 25208
SHEET 1 OF 1

**DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

1167332

**JENNIFER J. LAURIN
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
02/07/2025 11:53 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 61
EXEMPT #:**

Return to:
Stone Lake Development, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

\$30

Parcel Number

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**DECLARATION OF CONDOMINIUM
FOR STONE LAKE CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM FOR STONE LAKE CONDOMINIUM (this "Declaration"), is made this 5th day of February 2024, by Stone Lake Development, Inc., a Wisconsin corporation (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "STONE LAKE CONDOMINIUM."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Cedarburg, County of Ozaukee, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is: 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of Thirty-Two (32) units (individually a "Unit" and collectively the "Units") located in the Sixteen (16) buildings (individually, a "Building" and collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be

identified as Units 1 through 32, inclusive. inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit including the garage and basement, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03 Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, paneling, and carpeting) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now of hereafter located within such boundaries, including:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, sump pumps, ejector pumps, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically, not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

3.04 Declarant's Right to Modify Units. Until construction of a Unit by Declarant is completed, Declarant shall have the right, without requiring the consent (written or otherwise) of any third-party Unit Owner, to modify the perimetrical boundaries of any Unit and to record an addendum to the Plat so indicating such modification. Such modification may include, but is not limited to, changing the size, shape, angle, location of any Unit and/or adding a sunroom to a Unit. No such modification(s) shall be deemed to change the percent or value of any Unit Owner's interest in the Common Elements; and acceptance of a deed to a Unit shall be deemed waiver of any right to compensation therefore.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

(a) The Land;

(b) The paved driveway, private streets, lighting features, pedestrian walkways, if any, and bicycle pathways, if any, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs);

(d) Any other portion of the improvements to the Land including landscaping and lighting which is not included within the boundary of a Unit as described above; and

(e) Recreational amenities, if any.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, balconies, decks and patios (whether or not shown on the Condominium Plat) attached to, leading directly to or from, or adjacent to each Unit;

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any, and including any driveway leading to the garage portion of any Unit, provided, however, any vehicles parked on any driveway shall be limited to no more than one (1) vehicle and only for a period of up to three (3) weeks with longer terms requiring a written permit from the Association, the issuance of which shall be subject to the Association's sole discretion; and

(c) The mailboxes located in any mailbox islands identified on the Condominium Plat or as may exist from time to time as designated and reserved for any Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, such that all of the actual as-built boundaries of any such Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units and Common Elements as described in Section 3.02 or elsewhere in this Declaration or as

shown on the Condominium Plat, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the Percentage Interest shall be recalculated.

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND

6.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Ozaukee County Register of Deeds, or such longer period as may be permitted by the Condominium Ownership Act. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be 70, subject to further separation under Section 8.03. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. All Units constructed within the expansion area shall be for residential use.

6.03 Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each

Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Ozaukee County Register of Deeds, which amendment shows the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Stone Lake Condominium Owners Association Inc., a Wisconsin corporation" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be

subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless a different date is specified in such rule or regulation.

7.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers allowed under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

7.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common

Elements (except routine maintenance, repair and/or replacement of decks, patios and balconies which shall be the Unit Owner's responsibility) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except routine maintenance, repair and/or replacement of decks, patios and balconies which shall be the Unit Owner's responsibility), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas. All repairs and replacements of decks, patios and balconies shall be the responsibility of the Unit Owner to which such improvement is appurtenant to. The Association shall be responsible for replacing when necessary any Common Elements and other Limited Common Elements. **Notwithstanding the fact that some of the Units in the Condominium will be located on that portion of the Condominium containing the public road (the "Public Road"), the Unit Owners of Units fronting on the Public Road shall be responsible for sharing (on a pro rata basis based upon the total number of Units in the Condominium) in the cost to maintain the full private road (the "Private Road") sections in the Condominium, including the long-term care and maintenance of the Private Road, by paying the full Association dues levied equally to all Unit Owners, which will include the maintenance and repair costs associated with the Private Road.**

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), and for the routine maintenance, repair and/or replacement of exterior decks, patios or balconies appurtenant to the Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 9.01. Each Unit (including routine maintenance repair and/or replacement of exterior decks, patios and balconies) shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, including the Limited Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly

reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 7.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation and to the extent applicable, expenses incurred for: repair and maintenance any amenities; landscaping and lawn care (including irrigation); snow shoveling and plowing; improvements to the Common Elements; common grounds lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and,

together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units owned by Declarant, or any party succeeding to the interest of the Declarant by assignment, sale or foreclosure, shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either: (a) record a document to cause its Units to be subject to General Assessments; or (b) pay to the Association the amount necessary to cause the General Assessments against the Unit not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves).

7.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. The Manager under the management contract may, at its option, promulgate reasonable rules and regulations in addition to the Rules and Regulations which shall be enforced by the Association in accordance with enforcement of the Rules and Regulations.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association and, if the Declarant owns any Unit in the Condominium, the prior written permission of the Declarant, which permission may also be denied in the sole discretion of the Declarant. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining Unit or part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the total of the affected Percentage Interests of the Units so combined.

8.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect with the Ozaukee County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units affected.

(e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Ozaukee County Register of Deeds. If the Declarant still owns a Unit within the Condominium, the Declarant's written approval shall be required for the effectiveness of such boundary relocation, which approval may be denied in the Declarant's sole discretion. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

8.03 Separation of Units.

(a) No Unit may be separated into two (2) or more Units.

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units in accordance with Section 7.07.

8.05 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.05 shall authorize the maintaining of an office at which customers or clients customarily visit and the same is prohibited. Notwithstanding anything contained herein to the contrary, Developer and/or Developer's agent, shall have the right to utilize any Unit or Units as a "model" open to the public for viewing.

8.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary

condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) the term of any such lease shall not be less than one (1) year;
- (b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. A copy of each lease of all or any part of a Unit shall be filed with the Association within five (5) business days of such lease's effectiveness. The restrictions against leasing contained in this

Section 8.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.08 Signs. No sign of any kind shall be displayed to the public view on any Unit or within the Common Elements without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. This provision shall be enforced by the Association to the extent permitted by law.

8.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers or otherwise in appropriate disposal.

8.10 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any portion of the grass or lawn at any time.

8.11 Animals. Unit Owners shall be allowed to keep up to two (2) cats or dogs per Unit or any combination of cats and dogs and further subject to applicable local ordinances. No Rottweilers or Pit Bulls or other potentially vicious breeds of dog which would impair the Association's ability to obtain an HO-6 policy or its equivalent or will increase the cost of such insurance shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in the Units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. No animal shall unreasonably disturb any Condominium resident; and no animal shall be left unattended in any portion of the Common Elements. All animals must be registered with the Association; and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up after their animals regardless of the circumstances.

8.12 Landscaping; Use of Common Elements. Unit Owners may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association. No Unit Owner may use any portion of the Common Elements (other than Limited Common Elements appurtenant to such Unit Owner's Unit) for its exclusive use and control. No Unit Owner may construct or install upon the Common Elements any shed, gazebo, lawn ornament or any other object or improvement.

ARTICLE IX

INSURANCE

9.01 Fire and Extended Loss Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03 Fidelity Insurance; Directors' and Officers' Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums

for such insurance shall be Common Expenses. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice. All premiums for such insurance shall be Common Expenses.

9.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least \$500,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice; and such amount may be accomplished using an umbrella coverage policy. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 9.01, shall at all times be primary coverage. *Unit Owners are encouraged to submit copies of the Condominium Declaration for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.*

9.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or are destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds.

Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to Condominium; and (3) so long as the Declarant still owns a Unit within the Condominium, the Declarant approves in writing the variance, which approval may be denied in the Declarant's sole discretion. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. Except as otherwise provided in Section 10.01, in all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06 Surplus in Construction Funds. All insurance proceeds, condemnation awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07 Partition and Sale upon Consent. If (a) following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Ozaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

CONDEMNATION

11.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any equipment, fixtures or improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

11.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. Further, so long as Declarant still owns a Unit within the Condominium, Declarant's approval of such variance shall also be required, which approval may be denied in Declarant's sole discretion. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Condominium, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special

Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be calculated by dividing one (1) by the number of Units which exist after the taking. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08 Partition and Sale Upon Consent. If, (a) pursuant to Section 11.02, the Association determines that, following a taking of all or part of the Common Elements, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Ozaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII

MORTGAGEES

12.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") or any guarantor of a recorded mortgage or land contract encumbering a Unit that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive timely written notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

(d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract.

(e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article VII above by the owner of any Unit securing the mortgage or land contract.

(f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract.

(g) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

12.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 12.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's

unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Declarant shall have the right to make amendments to this Declaration as expressly provided in this Declaration and to clarify ambiguities and correct errors without the written consent of the any of the Unit Owners. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Ozaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the City of Cedarburg or the County of Ozaukee to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of

thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII.

ARTICLE XV

GENERAL

15.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Cedarburg and County of Ozaukee or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium or the expanded Condominium. In addition to the rights regarding easements for utilities described in Section 15.01 above, Declarant shall have the authority during any period in which Declarant maintains control of the Association to grant any easements as may be required in connection with the development of the Condominium.

15.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Stone Lake Development, Inc. at 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

15.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

15.08 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8), Wis. Stats.

15.10 Disclosure Regarding Construction. The Declarant discloses that until and after the Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction, traffic, dust and other conditions incident to construction.

15.11 Impact on Woods Located at the Southwest Corner. The woods located at the southwest corner of the property is known as the Cedarburg Woods-West site in the Southeastern Wisconsin Regional Plan Commission (SEWRPC) Report No.42. These woods shall be preserved to the amount practicable with the impact on the woods be kept to the absolute minimum. Any cutting of woods done outside of the approved improvement plan and must be approved in advance and in writing by the City Forester. The cutting shall be done in the presence of City Staff and at the expense of the Condominium Association.

15.12 Roadway Use and Access Easement Grant. Declarant hereby grants to the public, and to the City, its employees, agents, contractors, successors and assigns, pedestrian and motor vehicle use and access to and from the Development within the public road dedication outlot set forth on the Condominium Plat.

15.13 Emergency Services and Utility Access Easement Grant. Declarant hereby grants to the City, its employees, agents, contractors, successors and assigns, pedestrian and motor vehicle access over, across, through and under all private roads and Outlots within the Development for purposes of pedestrian and vehicular access to maintain and repair all public utilities within the Condominium and for pedestrian and vehicular access for all governmental emergency services, including, but not limited to, police, fire, ambulance and emergency government.

15.14 Public Sidewalk Dedication. Declarant hereby grants and dedicates to the public, all sidewalks adjacent to public roadways, to be used and accessed by the public for all uses allowed by applicable law, standard, or regulation.

15.15 Responsibility of Condominium Owners Association. The Association shall be responsible for the private streets, storm sewer, storm water ponds, quarry, bio-filters, landscaping, maintenance (including snow removal) of all private and public sidewalks and terrace areas along the public portion of roadway and Stone Lake Circle, and maintenance of all Common Areas within the Condominium. The Condominium Association acknowledges the inherent danger due to the depth of the quarry and the Association hereby holds the City harmless from and indemnifies the City against any responsibility due to the quarry. All parties are hereby notified of the existence and binding effect of the Development Agreement dated November 13, 2023, entered into between Declarant and the City of Cedarburg and the Condominium Plat, each of which pertain to this Condominium. As stated earlier in this Declaration, Declarant agrees that a

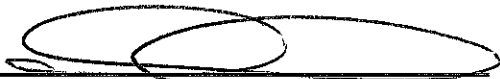
capital replacement reserve fund for the repair and replacement of the private roads within the Condominium, shall be included within the dues requirements for Unit Owners within the Condominium.

15.16. Utilization of Water Feature. Utilization of the water feature within the Condominium, including, but not limited to use of the water feature for recreational purposes by Unit Owners and/or the prohibition of certain uses of the water feature by Unit Owners, shall be regulated and governed by the Rules and Regulations (defined in Section 7.01 above) adopted by the Association from time to time.

[Execution Page Follows]

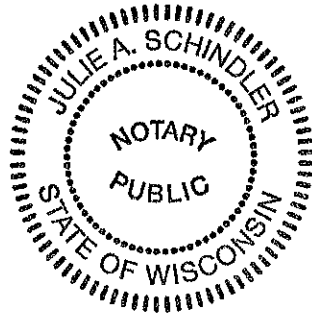
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed
this day 5th of February, 2025.

STONE LAKE DEVELOPMENT, INC., a
Wisconsin corporation

By: 
Craig Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 5th day of February 2025, Craig Caliendo, as President of Stone Lake Development, Inc, a Wisconsin corporation, who executed the foregoing instrument and acknowledged the same.



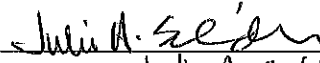

Name: Julie A Schindler
Notary Public, State of Wisconsin
My Commission: 10-3-25

EXHIBIT A - CONDOMINIUM LAND LEGAL DESCRIPTION

LOT ONE (1) AND LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

EXHIBIT B

CONDOMINIUM PLAT

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG OZAUKEE COUNTY, WISCONSIN

DECLARANT: STONE LAKE DEVELOPMENT, INC.

NOTES:

1. REFER TO ARTICLE 4.01 OF THE DECLARATION OF CONDOMINIUM FOR SPECIFIC DESCRIPTIONS OF THE COMMON ELEMENTS.
2. REFER TO ARTICLE 4.02 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTIONS OF THE LIMITED COMMON ELEMENTS.
3. THE EXACT LOCATION AND POSITION OF BUILDINGS AS SHOWN ON THIS PLAN ARE SUBJECT TO RELOCATION AND REPOSITIONING WITHIN THE BUILDING ENVELOPES BY THE DECLARANT, AT THE DECLARANT'S SOLE DISCRETION, IN ACCORDANCE WITH THE DECLARATION.
4. THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, QUALITY AND OTHER SIMILAR FEATURES OF THE EXPANSION LANDS, INCLUDING WITHOUT LIMITATION THE LIMITED COMMON ELEMENTS, GENERAL COMMON ELEMENTS, AND THE UNITS.
5. THE 60' WIDE PUBLIC ROAD RIGHT-OF-WAY OF STONE LAKE CIRCLE AND FUTURE ROADWAY (S.U.B.) WAS DEDICATED BY CERTIFIED SURVEY MAP NO. 4284, WHICH WAS RECORDED AS DOCUMENT NO. 1167293, SEE SHEET 2.

CONDOMINIUM LANDS:

LOT ONE (1) AND LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCELS CONTAIN 1,229,451 SQUARE FEET OR 28.224 ACRES.

EXPANSION LANDS:

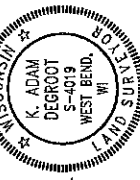
LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 30 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 479,177 SQUARE FEET OR 11,000 ACRES.

SURVEYOR'S CERTIFICATE:

I, K. ADAM DEGROOT, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO OFFICIAL RECORDS, AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES, PREVIOUSLY DEDICATED PUBLIC ROADS, ENCUMBERING EASEMENTS, AND THE LOCATION OF IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

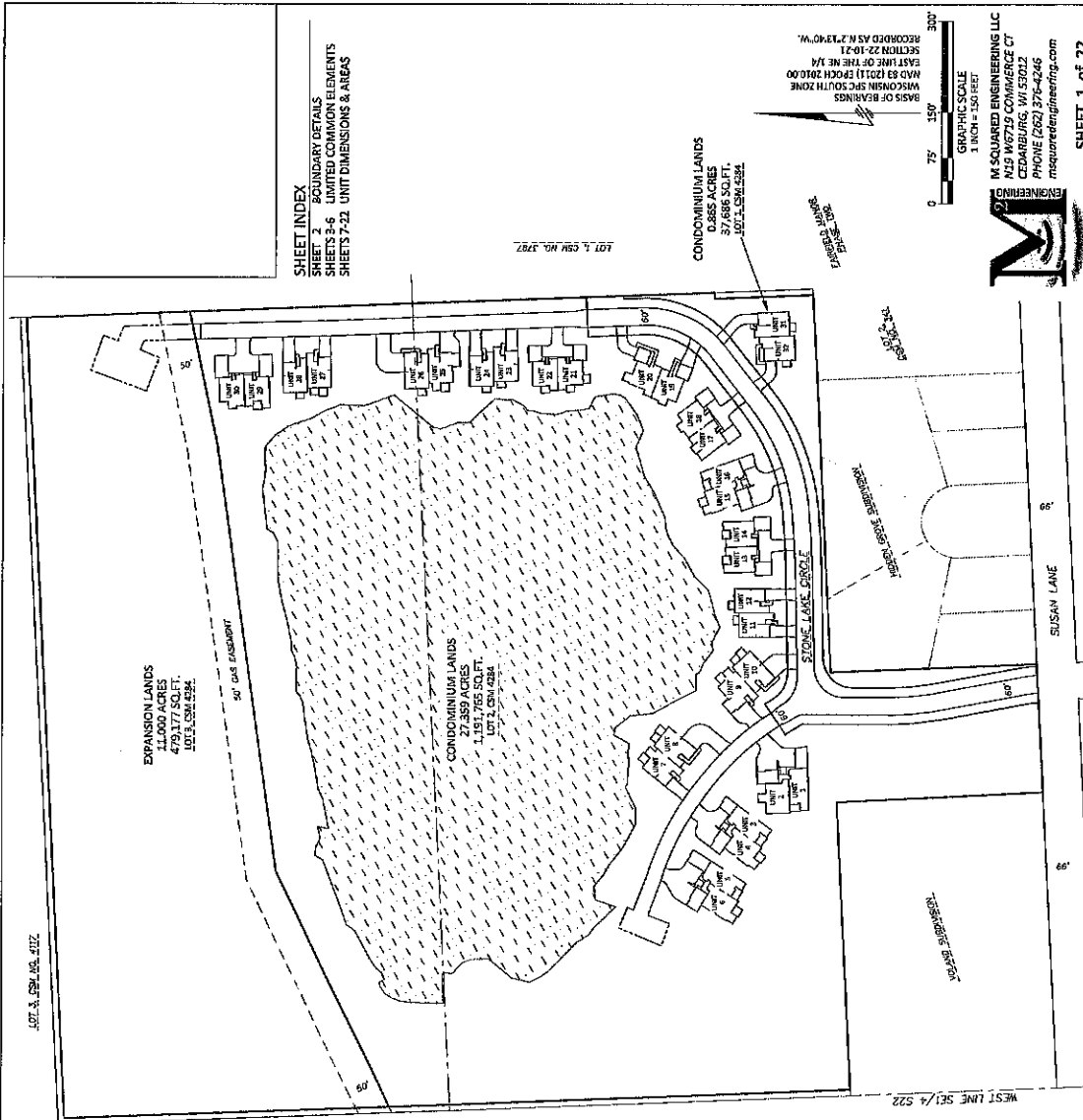
THIS CONDOMINIUM PLAN IS A CORRECT REPRESENTATION OF "STONE LAKE CONDOMINIUM" AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAN. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE BUILDINGS CONTAINED IN THE UNITS OR THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.



Digitally signed by K. Adam Degroot
Date: 2025.02.06 12:01:58 -0600
FEBRUARY 6, 2025
DATE

K. ADAM DEGROOT, PLS-4019

THIS INSTRUMENT DRAFTED BY K. ADAM DEGROOT, PLS-4019



SHEET INDEX
SUBSISTENT DETAILS
SHEETS 2-6 UNIT COMMON ELEMENTS
SHEETS 7-22 UNIT DIMENSIONS & AREAS

GRAPHIC SCALE
1 INCH = 500 FEET
M SQUARED ENGINEERING LLC
119 WEST 19th COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com



SHEET 1 OF 22

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG OZAUKEE COUNTY, WISCONSIN

CURVE TABLE

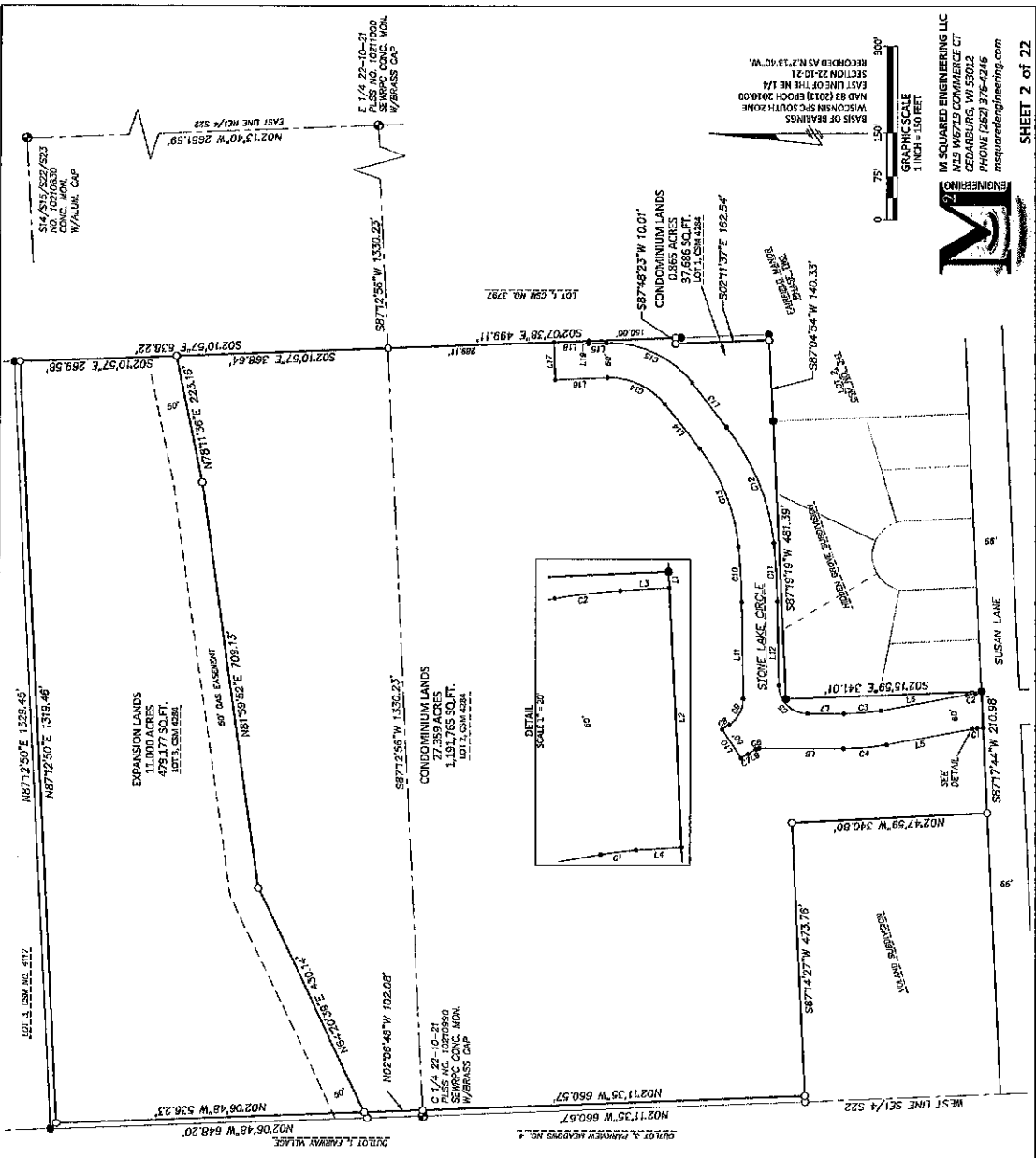
NO.	ARC	RADIUS	DELTA	CHORD	DIST.	TANGENT	TANGENT
C1	8.26	70.00	6°45'31"	N08°54'34"W	8.25	N87°34'48"W	N07°17'19"W
C2	15.83	130.00	6°45'31"	N08°54'34"W	15.33	N87°34'48"W	N10°17'19"W
C3	64.46	393.37	10°27'04"	N02°03'47"W	64.37	N07°09'45"E	N10°17'19"W
C4	75.40	413.37	10°27'04"	N05°03'47"W	75.30	N07°09'45"E	N10°17'19"W
C5	77.53	50.00	88°50'32"	N44°35'11"E	70.00	N89°00'37"E	N00°09'45"E
C6	5.15	9.21	32°00'45"	N15°52'38"W	5.08	N07°09'45"E	N31°51'00"W
C7	12.90	470.00	1°34'23"	N82°38'12"W	12.90	N81°51'00"W	N32°25'24"W
C8	14.55	580.00	1°34'23"	53°28'12"E	14.55	S84°51'00"E	S82°25'24"E
C9	53.14	51.49	59°08'23"	65°12'51"E	50.82	S51°51'00"E	N89°00'37"E
C10	96.42	1205.82	4°34'53"	N85°48'11"E	96.39	N89°00'37"E	N84°25'44"E
C11	101.22	1268.82	4°34'53"	N85°48'11"E	101.19	N89°00'37"E	N84°25'44"E
C12	215.12	381.61	32°53'56"	N07°58'46"E	214.12	N84°25'44"E	N51°31'48"E
C13	184.66	321.61	32°53'56"	N07°58'46"E	182.14	N84°25'44"E	N51°31'48"E
C14	112.40	120.00	57°40'07"	N24°41'45"E	108.14	N51°31'48"E	N02°08'19"W
C15	168.60	180.00	59°40'07"	N24°41'45"E	162.51	N51°31'48"E	N02°08'19"W

LINE TABLE

NO.	BEARING	DIST.	NO.	BEARING	DIST.
L1	S87°17'44"W	5.69	L11	N89°00'37"E	168.00
L2	S87°17'44"W	60.01	L12	N89°00'37"E	145.43
L3	N09°31'48"W	11.27	L13	N51°31'48"E	98.54
L4	N09°31'48"W	10.40	L14	N51°31'48"E	98.54
L5	N10°17'19"W	151.91	L15	N02°08'19"W	31.24
L6	N10°17'19"W	151.91	L16	N02°08'19"W	91.24
L7	N00°09'45"E	68.69	L17	N87°34'48"E	84.82
L8	N00°09'45"E	146.40	L18	S00°07'38"E	60.00
L9	N31°51'00"W	16.87	L19	N87°34'48"E	4.81
L10	N65°24'36"E	60.00			

LEGEND

- = FOUND PLUS MONUMENT PER SURVEY POSSIBLE
- = FOUND 1.37" O.D. (1") I.D. IRON PIPE
- = FOUND 3/4" x 1 1/8" REBAR - PER CSA 4284
- = FOUND 3/4" x 1 1/8" REBAR - RAW MONUMENTS
- = CONDOMINIUM BOUNDARY LINE
- - - = BASEMENT LINE
- = PLUS LINE



M SQUARED ENGINEERING LLC
 211 WEST CEDARBURG CT
 CEDARBURG, WI 53012
 PHONE (262) 376-4246
 msquaredengineering.com

STONE LAKE CONDOMINIUM

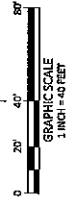
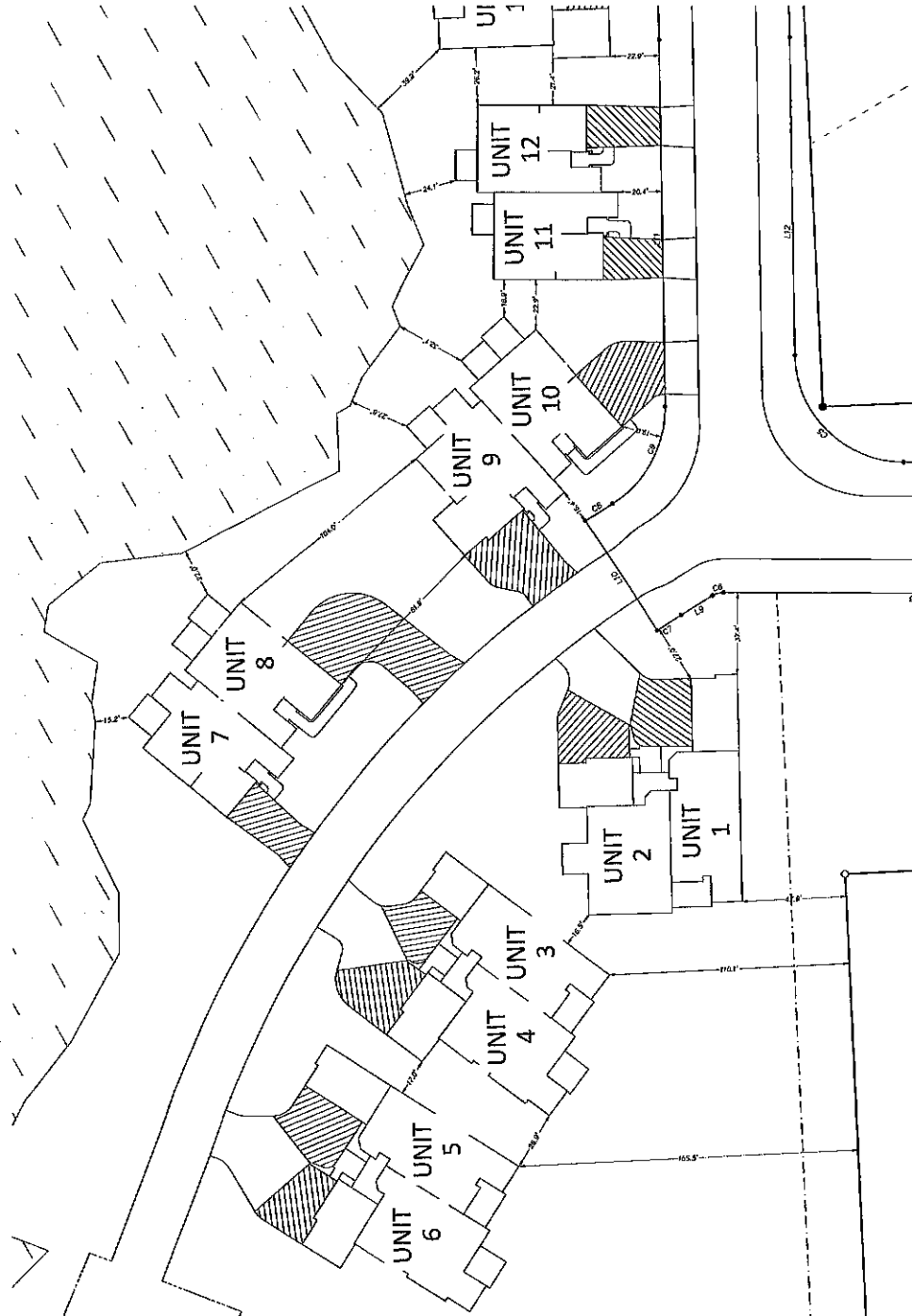
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

NOTES:

SIDEWALKS, PATIOS, AND DECKS ATTACHED TO A UNIT ARE LIMITED COMMON ELEMENTS (L.C.E.), BUT ALL CANNOT BE SHOWN GRAPHICALLY DUE TO VARYING SIZES AND CONFIGURATIONS.



LIMITED COMMON ELEMENT (L.C.E.)



M SQUARED ENGINEERING LLC
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msquaredengineering.com

THIS INSTRUMENT DRAFTED BY K. ADAM DEGRÖT, P.L.C.-0019

SHEET 3 of 22

STONE LAKE CONDOMINIUM

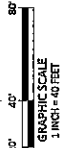
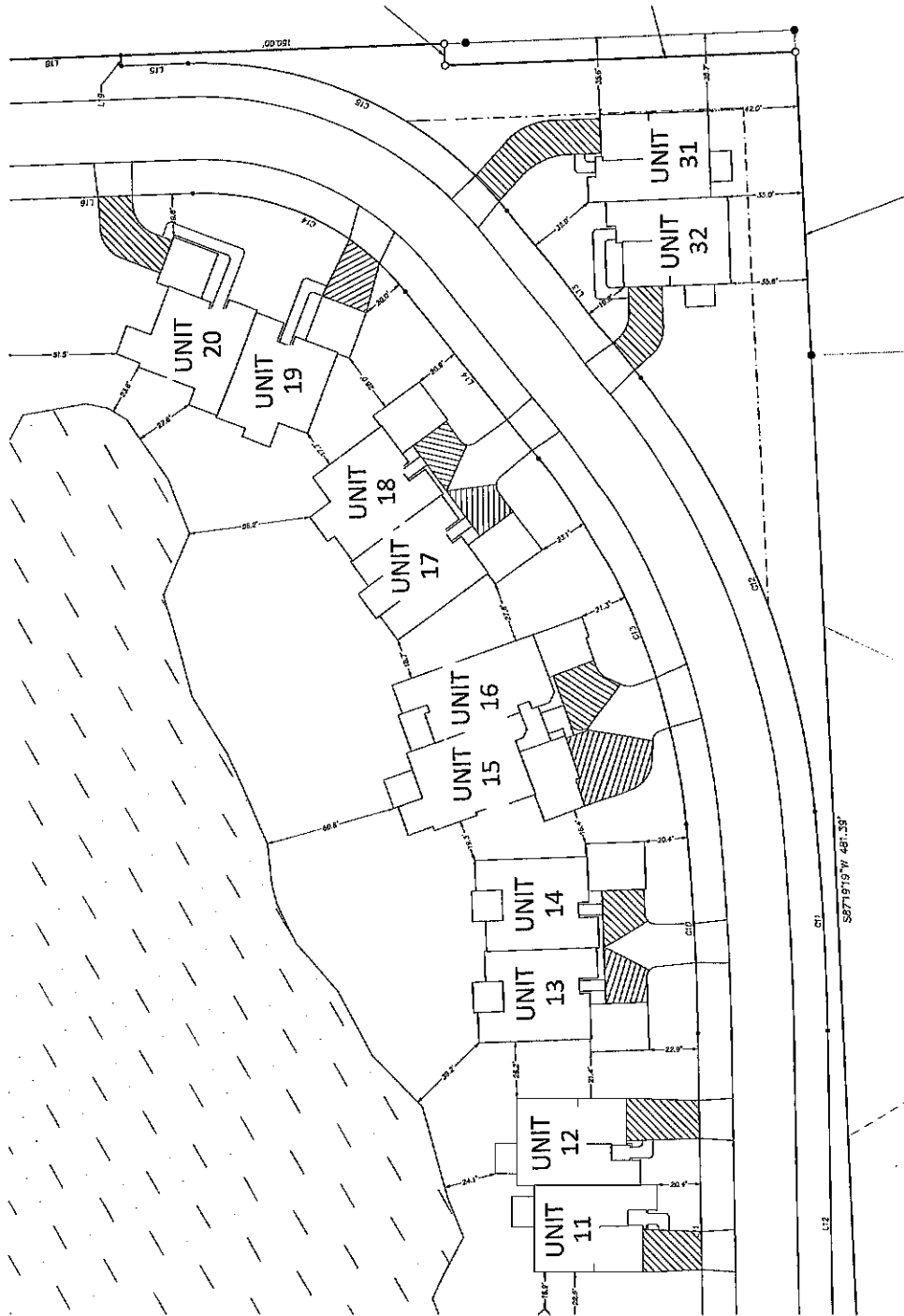
CITY OF CEDARBURG
OSAUKEE COUNTY, WISCONSIN

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LIMITED COMMON ELEMENT (L.C.E.)



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CEDARBURG, WI 53012
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msquaredengineering.com

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SHEET 4 OF 22

STONE LAKE CONDOMINIUM

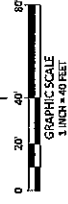
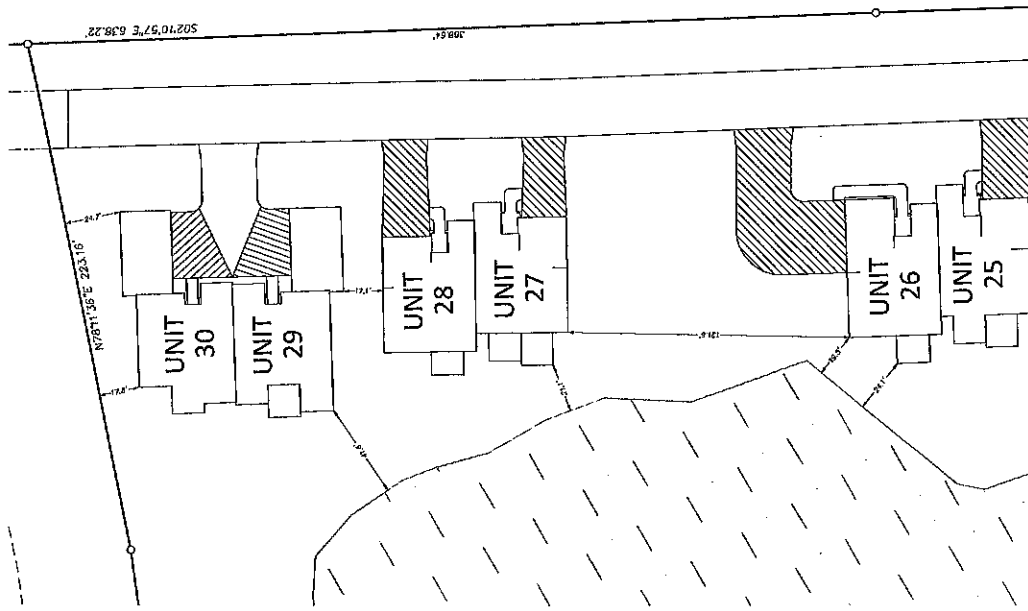
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

NOTES:

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LIMITED COMMON ELEMENT (L.C.E.)



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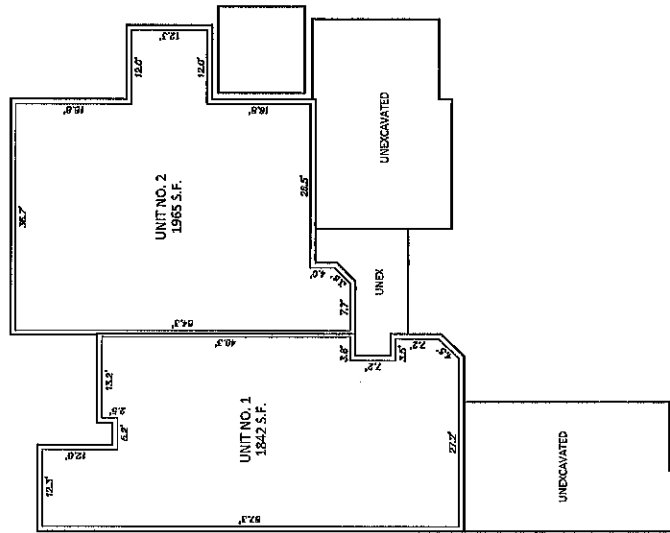
SHEET 6 of 22

STONE LAKE CONDOMINIUM

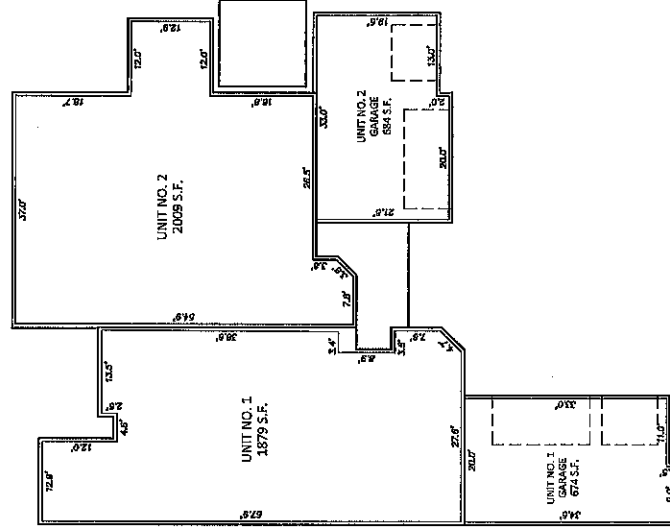
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 1 - N105 W6645 STONE LAKE CIRCLE
UNIT NO. 2 - N105 W6655 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)				
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
1	1842	1879	674	4395
2	1955	2009	684	4658



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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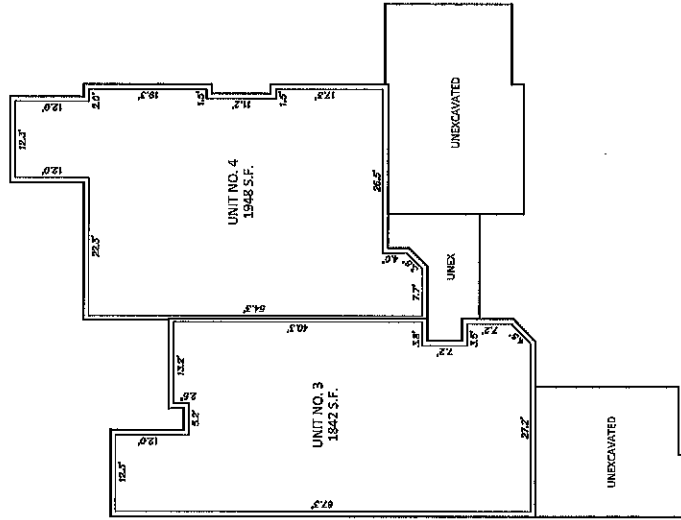
SHEET 7 of 22

STONE LAKE CONDOMINIUM

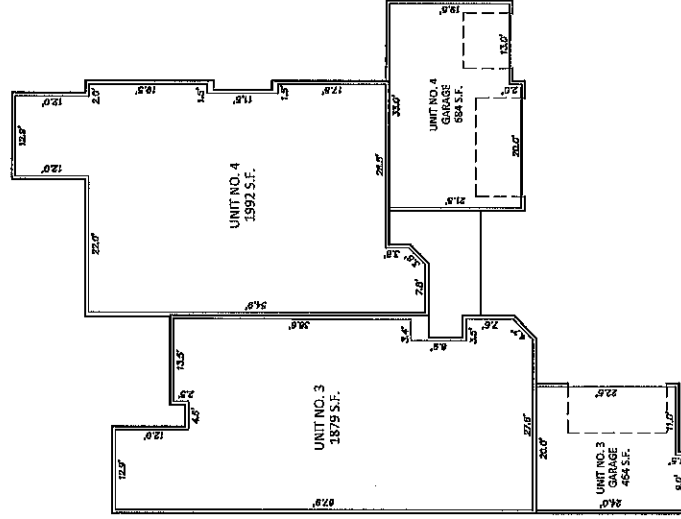
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 3 - N105 W6665 STONE LAKE CIRCLE
UNIT NO. 4 - N105 W6675 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
3	1842	1879	4185
4	1948	1992	4624



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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N45 W6775 COMMERCE CT
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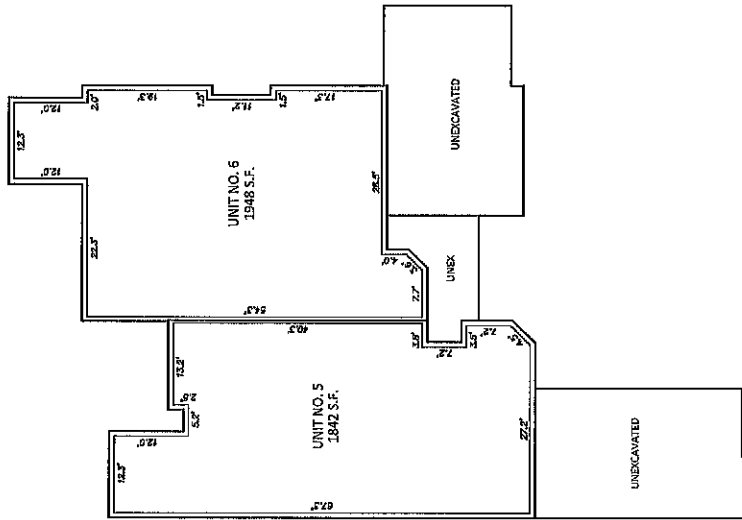
SHEET 8 of 22

STONE LAKE CONDOMINIUM

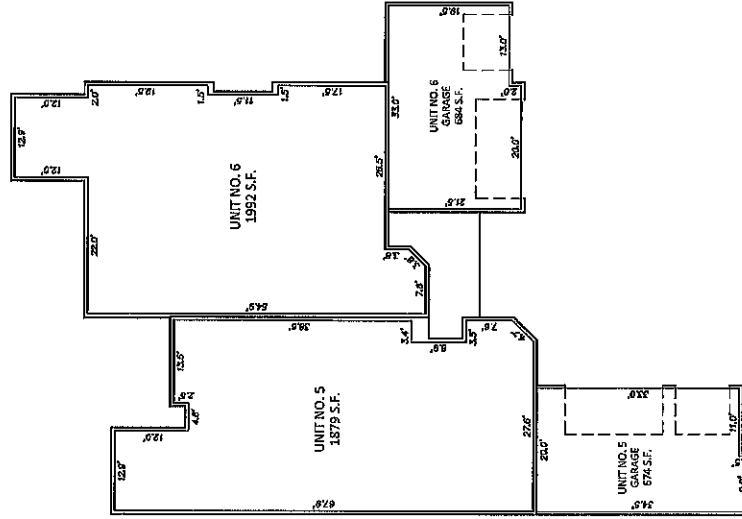
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 5 - N105 W6695 STONE LAKE CIRCLE
UNIT NO. 6 - N105 W6705 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
5	1842	1879	4395
6	1948	1992	4624



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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N15 W6719 COMMERCE CT
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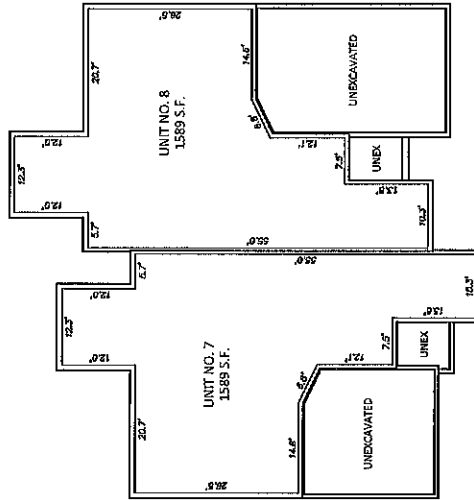
SHEET 9 of 22

STONE LAKE CONDOMINIUM

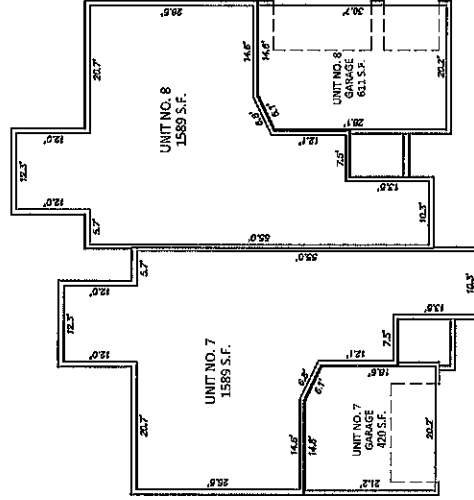
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 7 - N106 W6640 STONE LAKE CIRCLE
UNIT NO. 8 - N106 W6630 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
7	1885	1979	4579
8	1888	1983	4426



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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M SQUARED ENGINEERING LLC
1154 WILSON COMMERCE CT
CEDARBURG, WI 53013
PHONE (262) 375-4245
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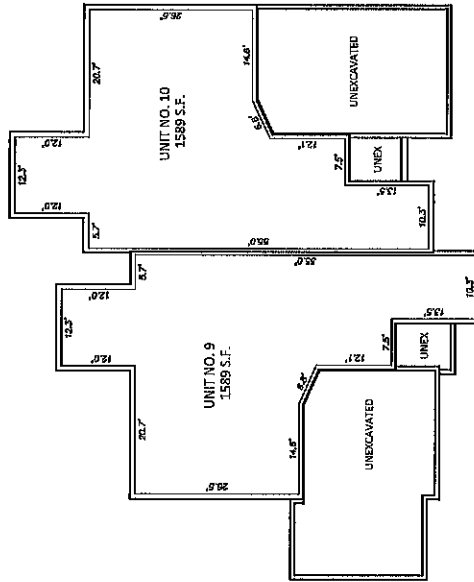
SHEET 10 of 22

STONE LAKE CONDOMINIUM

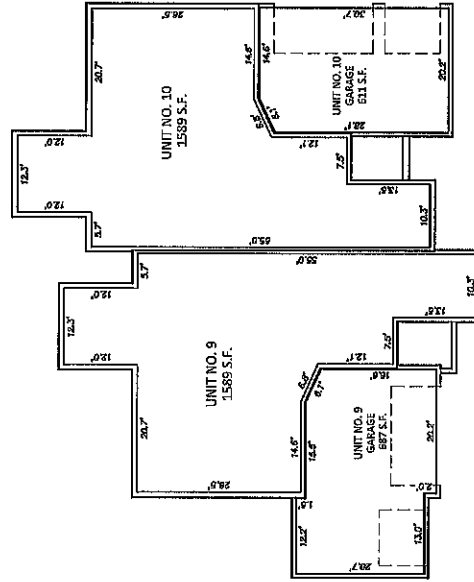
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 9 - N106 W6600 STONE LAKE CIRCLE
UNIT NO. 10 - N106 W6590 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
9	1589	1589	3178
10	1589	1589	3178



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

THIS INSTRUMENT DRAFTED BY K. ADAM DEGROOT, PLS-4013

MSQUARED ENGINEERING LLC
N15 W6719 COMMERCE CT
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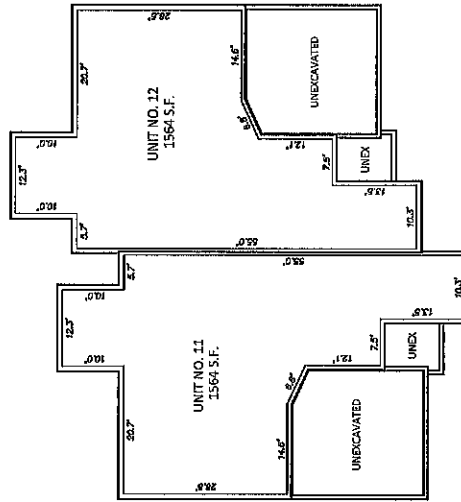
SHEET 11 of 22

STONE LAKE CONDOMINIUM

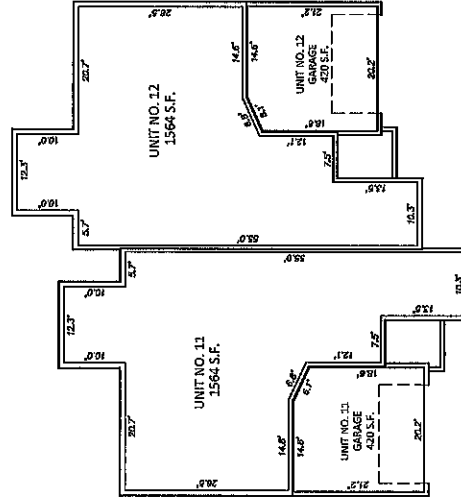
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 11 - N106 W6570 STONE LAKE CIRCLE
UNIT NO. 12 - N106 W6560 STONE LAKE CIRCLE

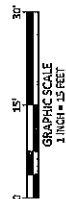
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
11	1564	1564	3548
12	1564	1564	3548



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

THIS INSTRUMENT DRAFTED BY K. ADAM DEGROOT, PLS-0019

M SQUARED ENGINEERING LLC
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PHONE (262) 376-4246
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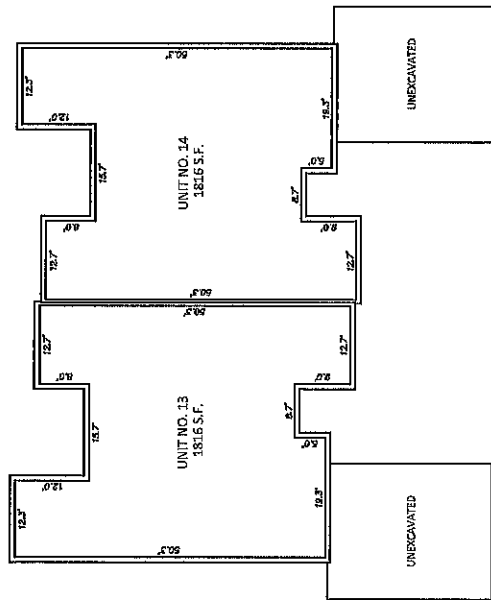
SHEET 12 of 22

STONE LAKE CONDOMINIUM

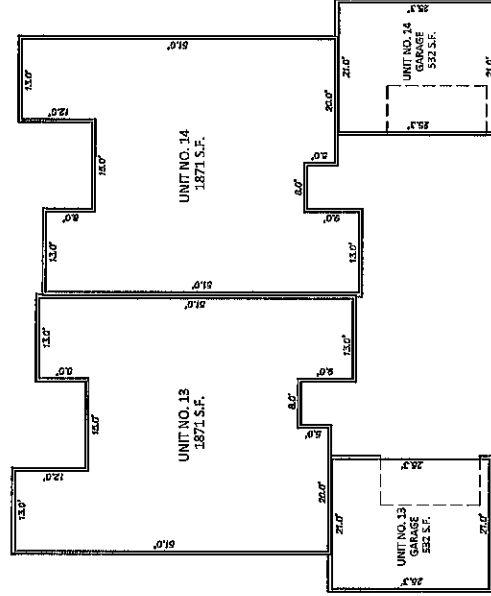
CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

UNIT NO. 13 - N106 W6540 STONE LAKE CIRCLE
 UNIT NO. 14 - N106 W6530 STONE LAKE CIRCLE

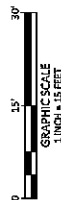
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE
13	1816	1871	552
14	1816	1871	552
			4219
			4219



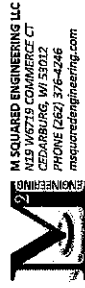
BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.



THIS INSTRUMENT DRAFTED BY K. ADAM DEERROOT, PLS-0013

SHEET 13 OF 22

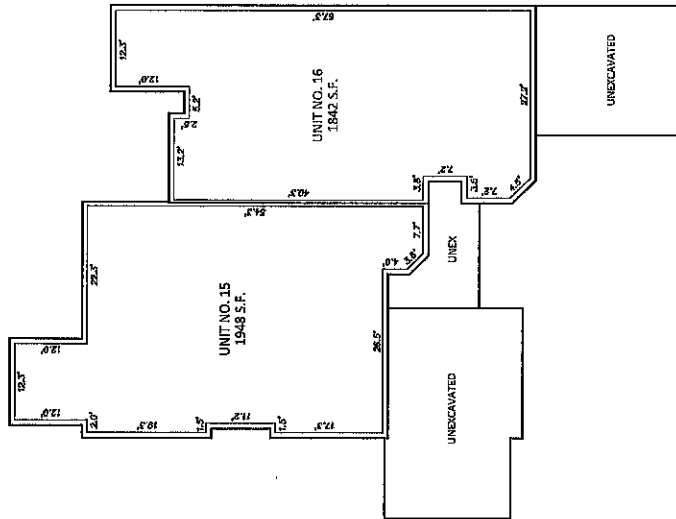
STONE LAKE CONDOMINIUM

CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

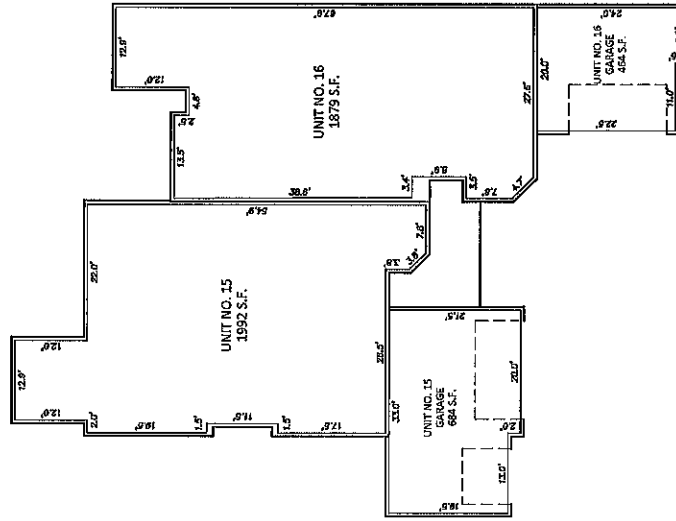
UNIT NO. 15 - N106 W6500 STONE LAKE CIRCLE
 UNIT NO. 16 - N106 W6490 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)

UNIT NO.	BASEMENT	MAIN LEVEL	GARAGE	UNIT TOTAL
15	1948	1992	684	4624
16	1842	1879	464	4185



BASEMENT LEVEL

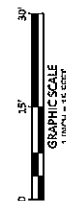


MAIN LEVEL

NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS, AND ARE NOT FIELD VERIFIED.

M SQUARED ENGINEERING LLC
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 PHONE (262) 376-4246
 msquaredengineering.com

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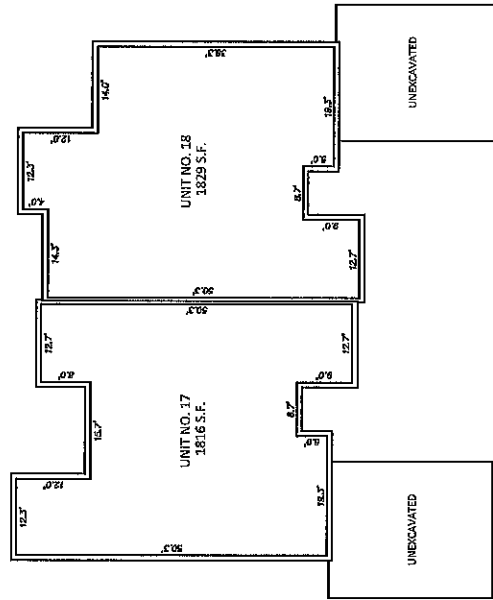


STONE LAKE CONDOMINIUM

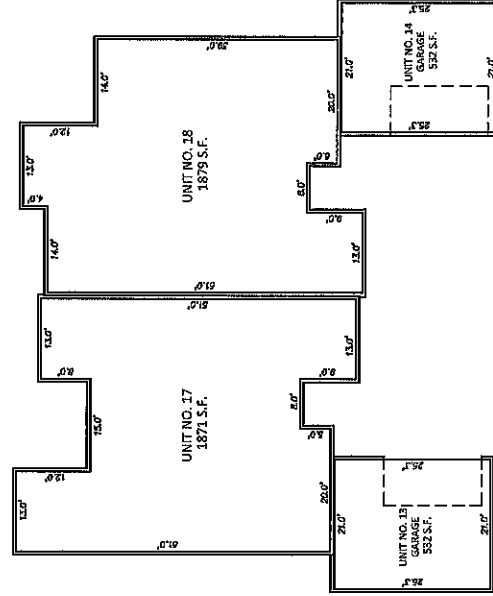
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 17 - N106 W6470 STONE LAKE CIRCLE
UNIT NO. 18 - N106 W6460 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
17	1816	1871	4219
18	1829	1879	4240



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

THIS INSTRUMENT DRAFTED BY K. ADAM DESROOT, PLS-4019

M SQUARED ENGINEERING, LLC
N15 W6719 COMMERCE CT
CEDARBURG, WI 53022
PHONE (262) 376-4246
msquaredengineering.com

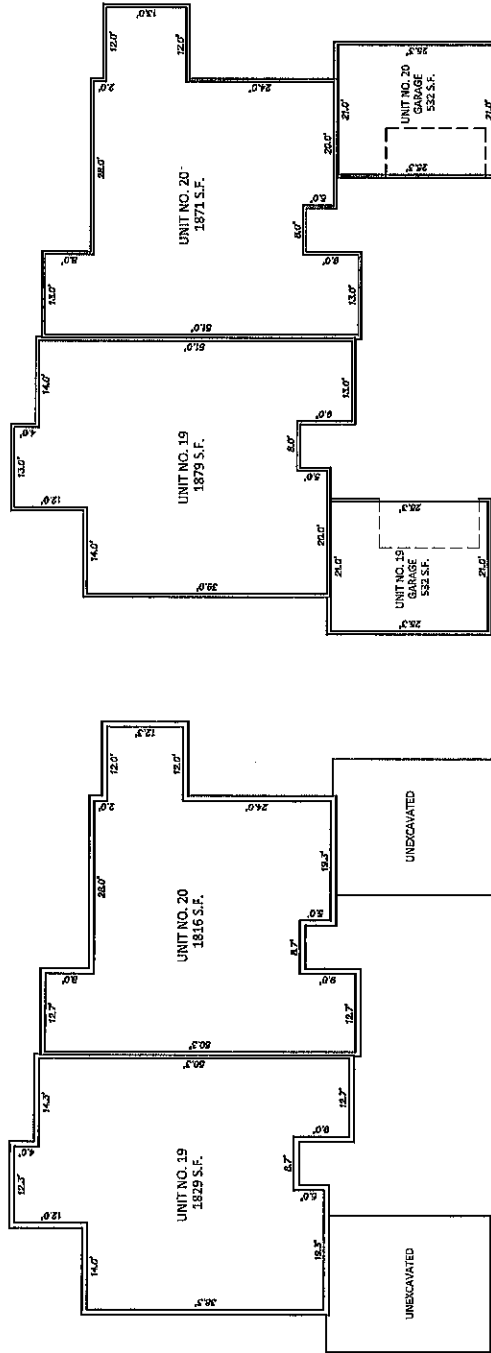
SHEET 15 of 22

STONE LAKE CONDOMINIUM

CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 19 - W64 N1069 STONE LAKE CIRCLE
UNIT NO. 20 - W64 N1071 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
19	1829	1879	4240
20	1816	1871	4219



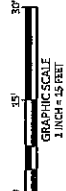
MAIN LEVEL

BASEMENT LEVEL

NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

M SQUARED ENGINEERING LLC
N19 W2719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

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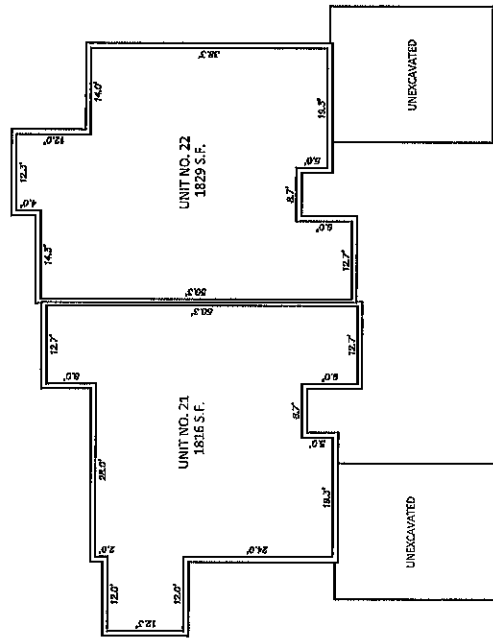
SHEET 16 OF 22

STONE LAKE CONDOMINIUM

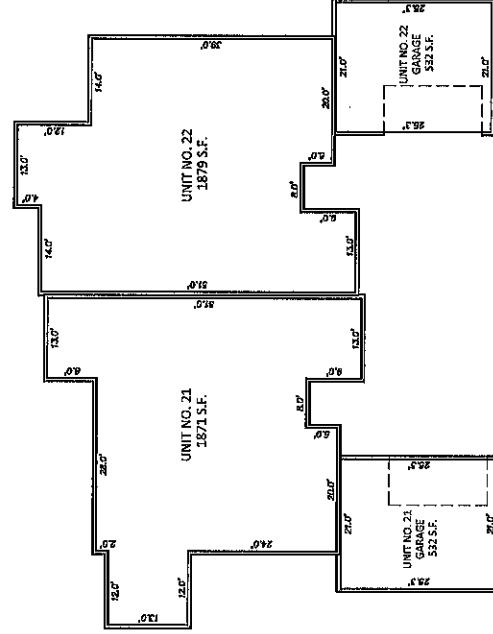
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 21 - W64 N1083 STONE LAKE CIRCLE
UNIT NO. 22 - W64 N1085 STONE LAKE CIRCLE

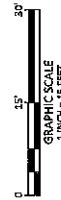
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
21	1816	1871	4219
22	1829	1879	4210



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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CEDARBURG, WI 53012
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msquaredengineering.com

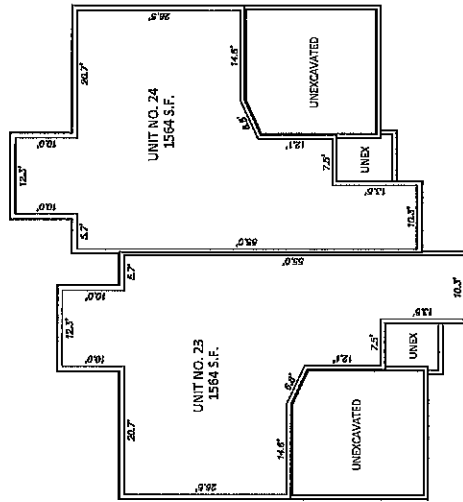
SHEET 17 OF 22

STONE LAKE CONDOMINIUM

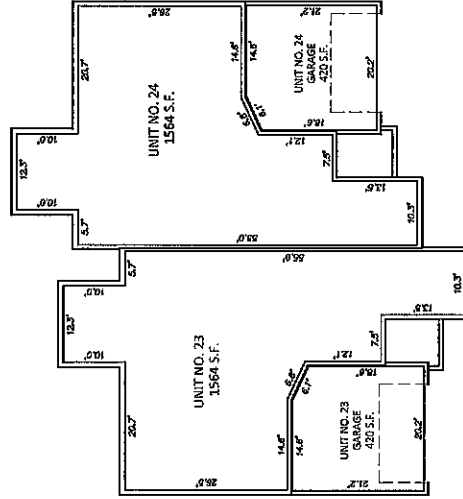
CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

UNIT NO. 23 - W64 N1089 STONE LAKE CIRCLE
 UNIT NO. 24 - W64 N1091 STONE LAKE CIRCLE

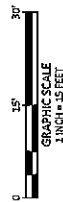
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
23	1564	1564	3548
24	1564	1564	3548



BASEMENT LEVEL



MAIN LEVEL



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NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

M SQUARED ENGINEERING, LLC
 113 W6719 COMMERCE CT
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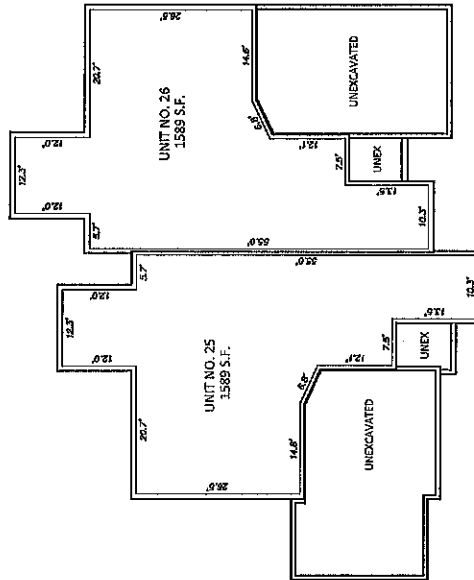
SHEET 18 of 22

STONE LAKE CONDOMINIUM

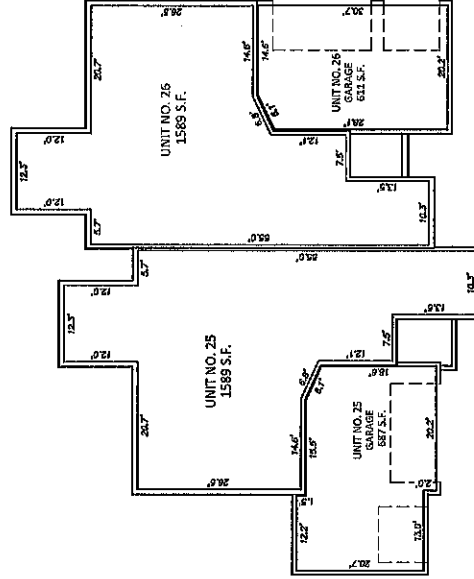
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 25 - W64 N1097 STONE LAKE CIRCLE
UNIT NO. 26 - W64 N1099 STONE LAKE CIRCLE

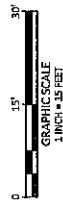
UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
25	1589	1589	3178
26	1589	1589	3178



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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M SQUARED ENGINEERING, LLC
N15 W6719 COMARFEE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
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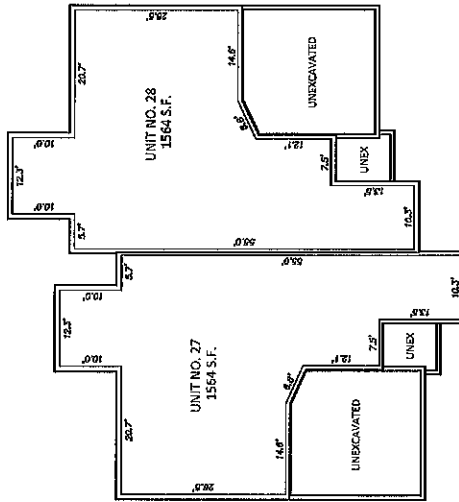
SHEET 19 of 22

STONE LAKE CONDOMINIUM

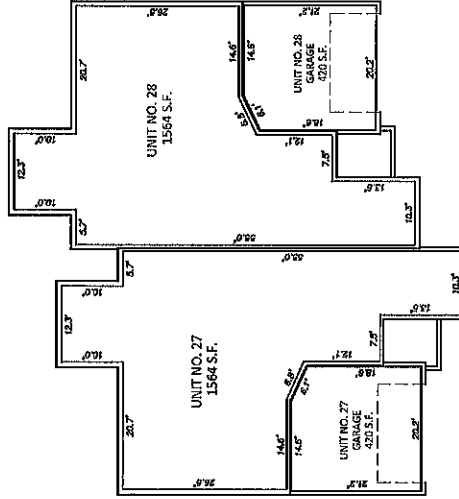
CITY OF CEDARBURG
 OZAUKEE COUNTY, WISCONSIN

UNIT NO. 27 - W64 N1113 STONE LAKE CIRCLE
 UNIT NO. 28 - W64 N1115 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
27	1564	1564	3128
28	1564	1564	3128



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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 CEDARBURG, WI 53012
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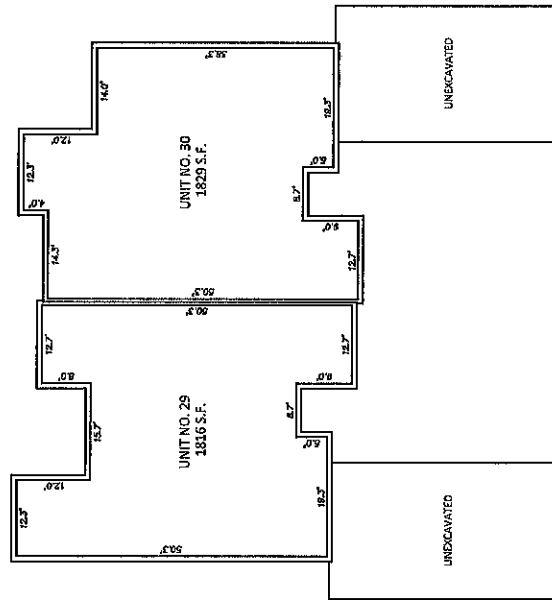
SHEET 20 of 22

STONE LAKE CONDOMINIUM

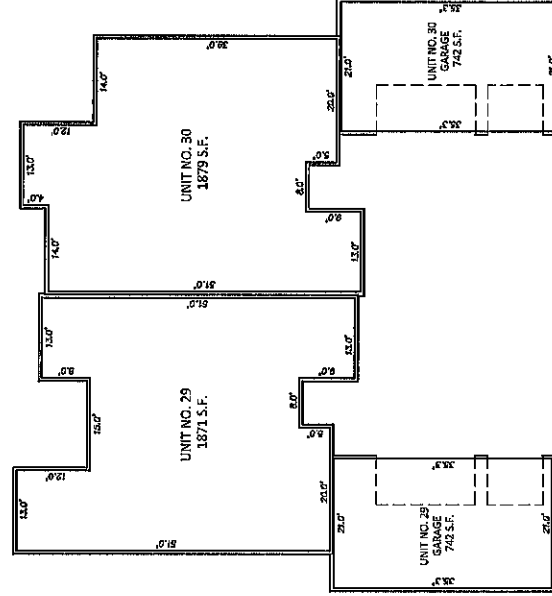
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 29 - W64 N1121 STONE LAKE CIRCLE
UNIT NO. 30 - W64 N1123 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
29	1816	1871	4429
30	1829	1879	4450



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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MSquared ENGINEERING
15 SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

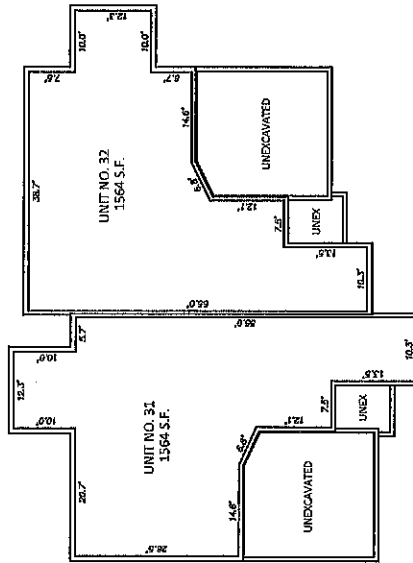
SHEET 21 of 22

STONE LAKE CONDOMINIUM

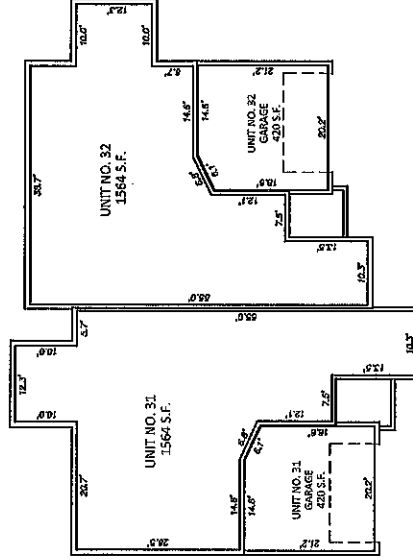
CITY OF CEDARBURG
OZAUKEE COUNTY, WISCONSIN

UNIT NO. 31 - N105 W6421 STONE LAKE CIRCLE
UNIT NO. 32 - N105 W6431 STONE LAKE CIRCLE

UNIT AREA TABLE (S.F.)			
UNIT NO.	BASEMENT	MAIN LEVEL	UNIT TOTAL
31	1564	1564	3548
32	1564	1564	3548



BASEMENT LEVEL



MAIN LEVEL



NOTE: AREAS AND DIMENSIONS SHOWN ARE BASED ON DESIGN DRAWINGS AND PLANS PROVIDED BY OTHERS AND ARE NOT FIELD VERIFIED.

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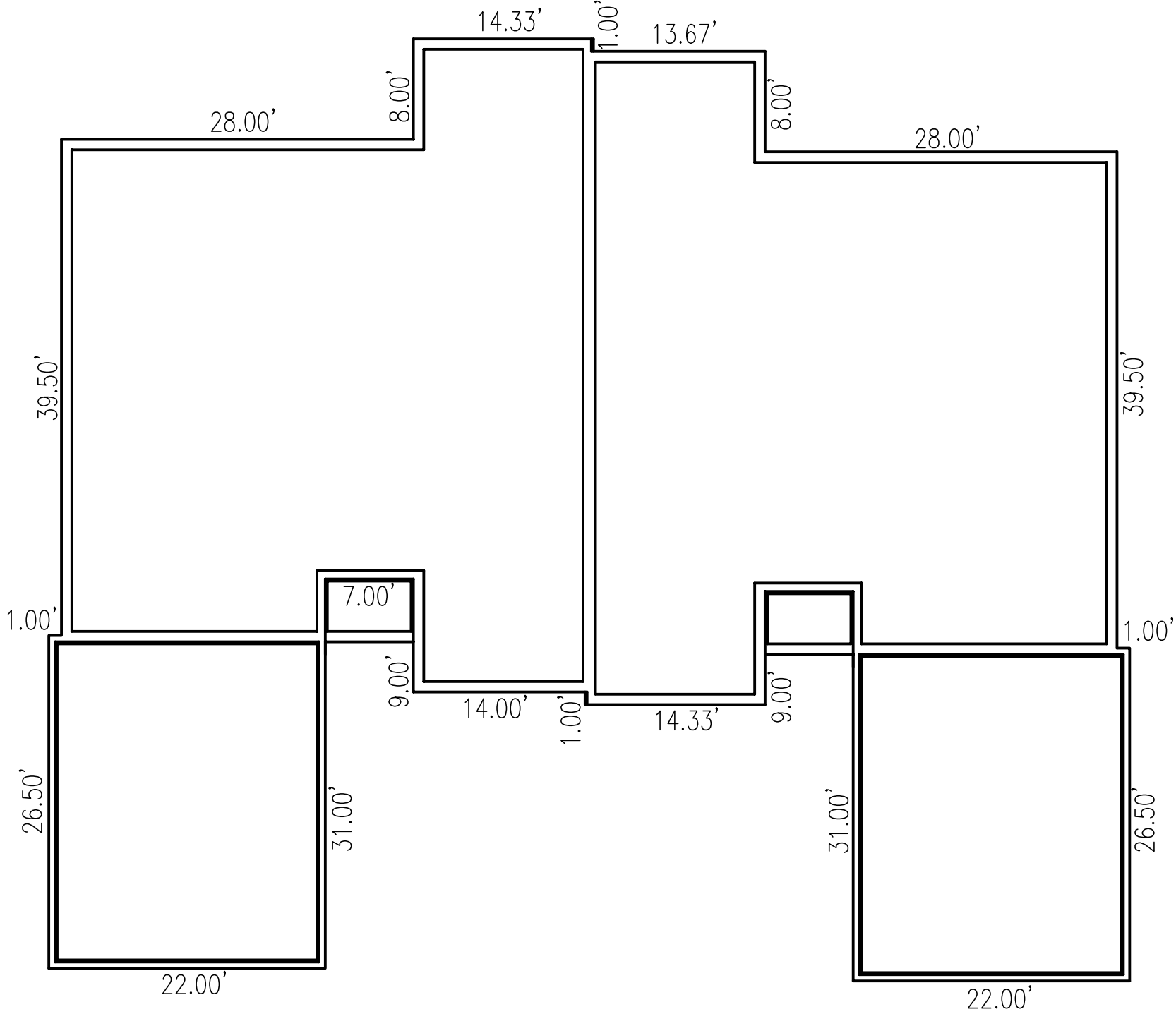
M SQUARED ENGINEERING, LLC
143 W6719 COMMERCE CT
CEDARBURG, WI 53013
PHONE (262) 376-4246
msquaredengineering.com

SHEET 22 of 22

EXHIBIT C - CONDOMINIUM EXPANSION LANDS

LOT THREE (3) OF CERTIFIED SURVEY MAP NO. 4284, RECORDED FEBRUARY 5, 2025, AS DOCUMENT NO. 1167293, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

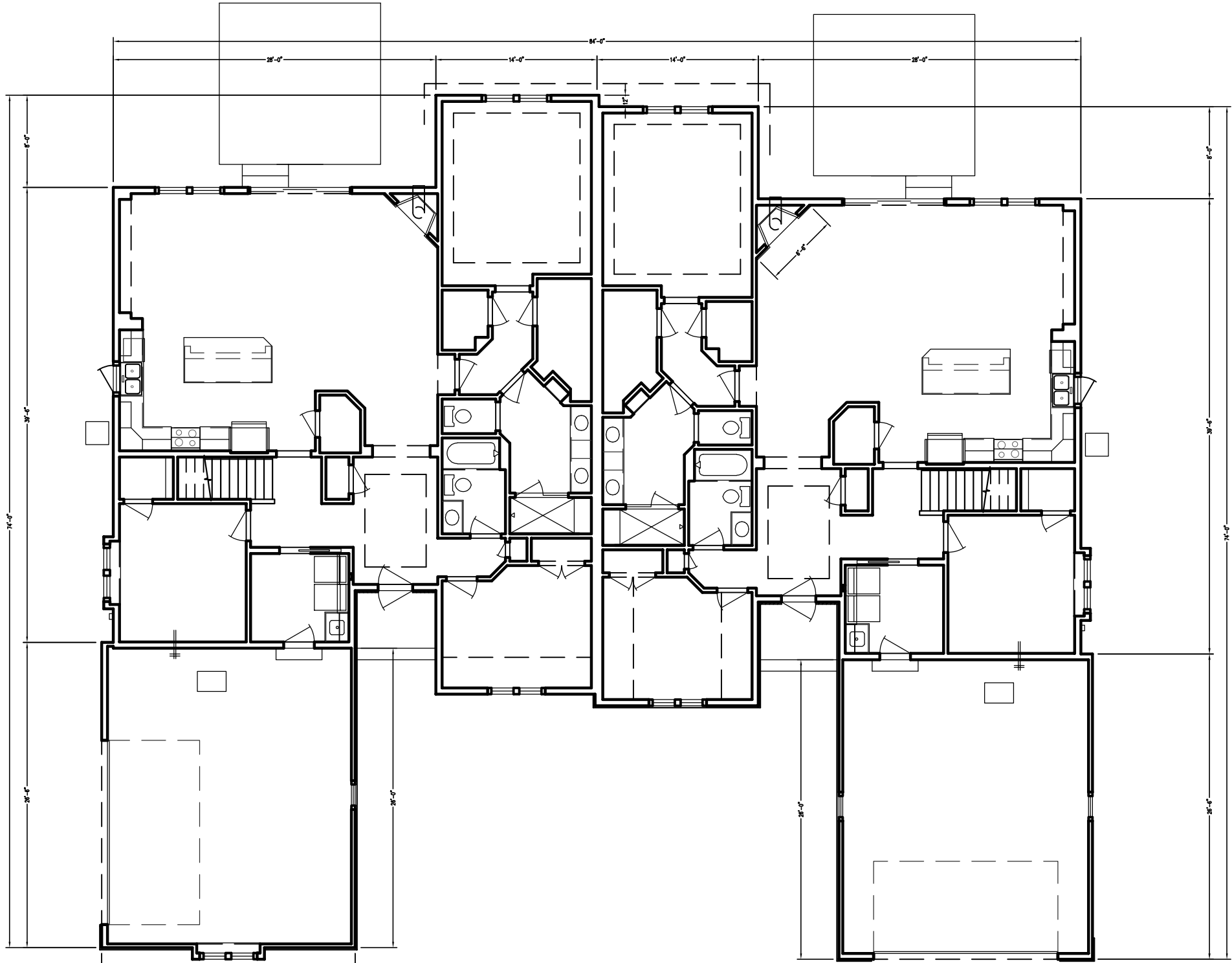
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 33

UNIT 34

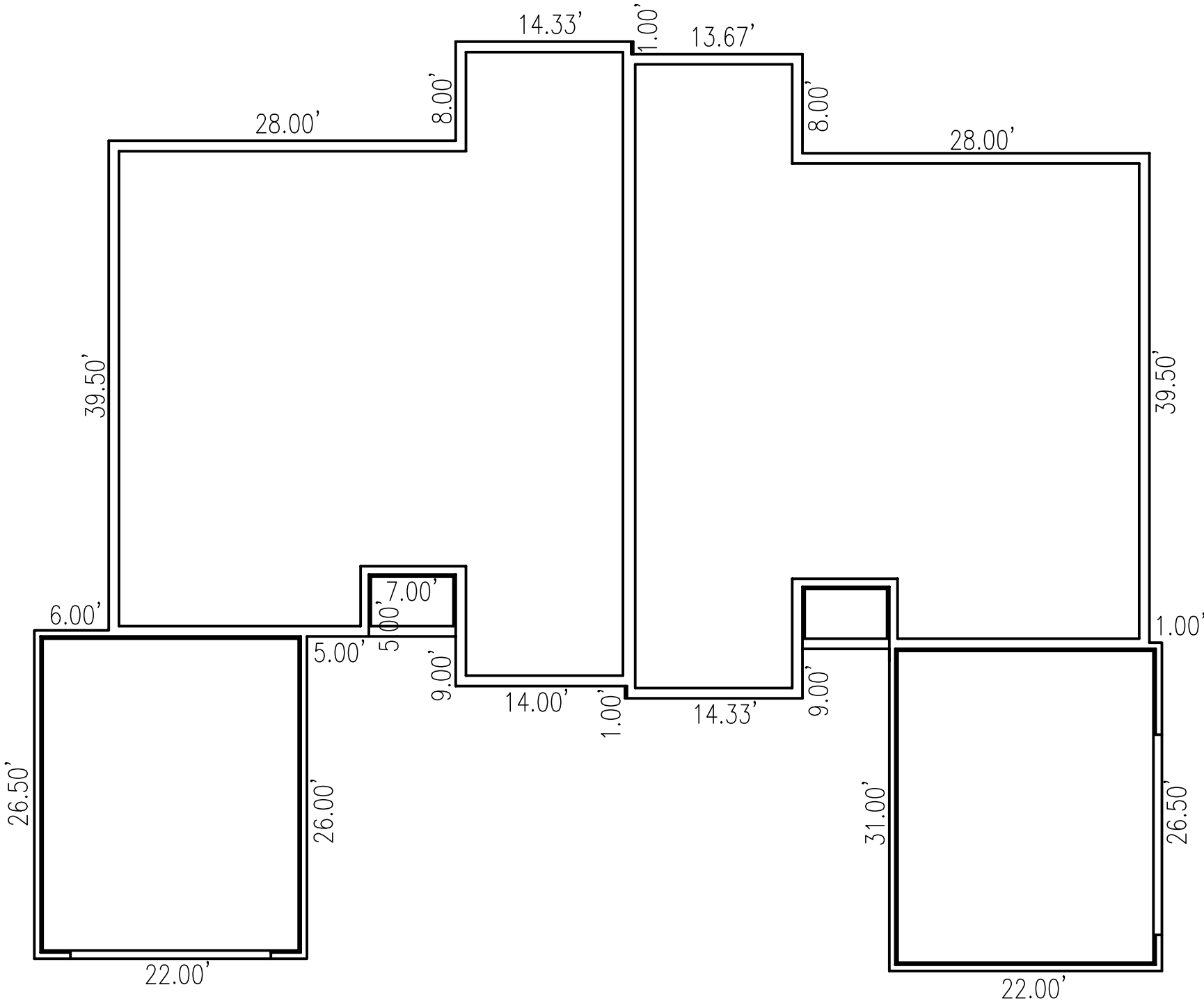
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STONE LAKE



UNIT 33

UNIT 34

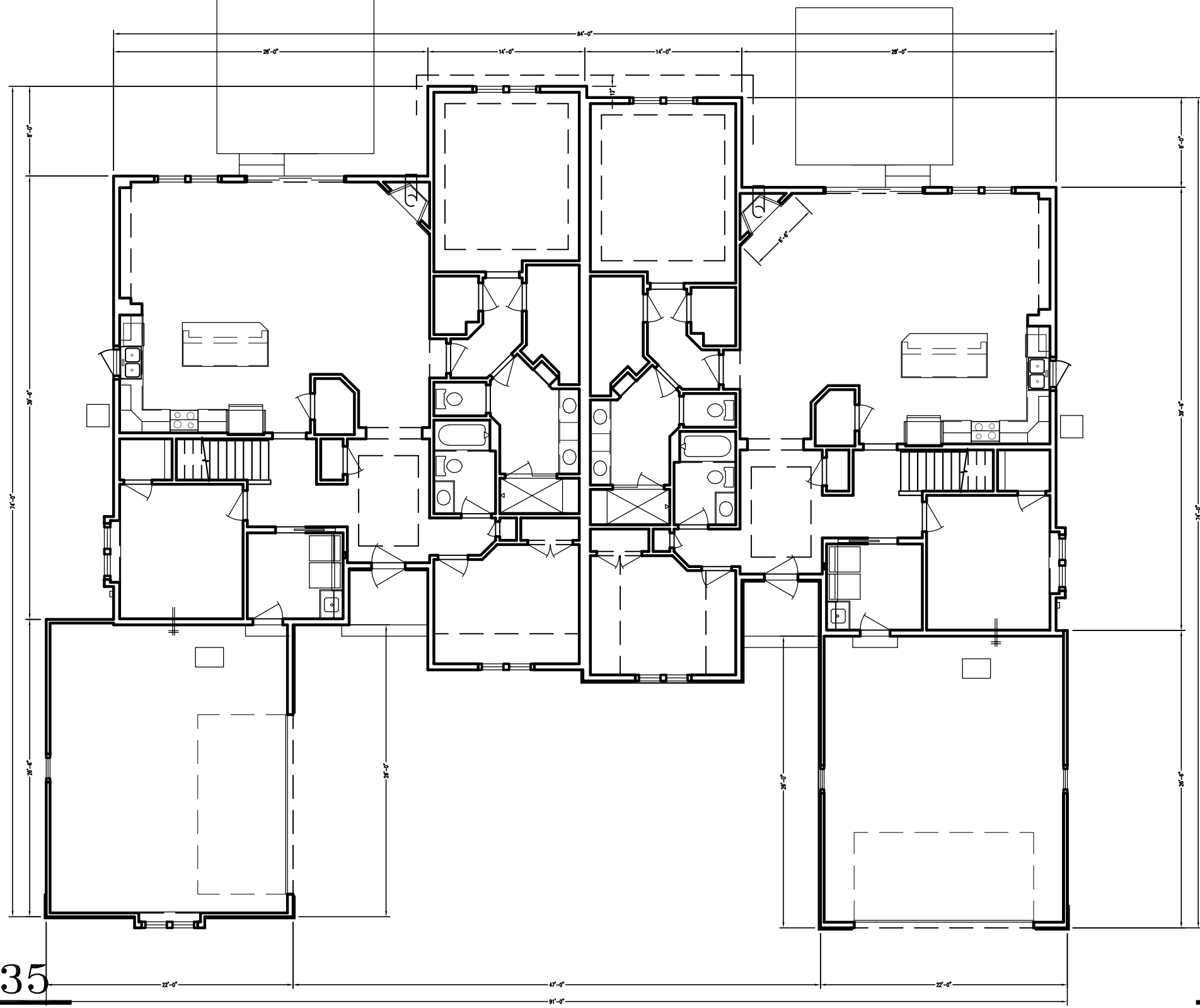
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 35

UNIT 36

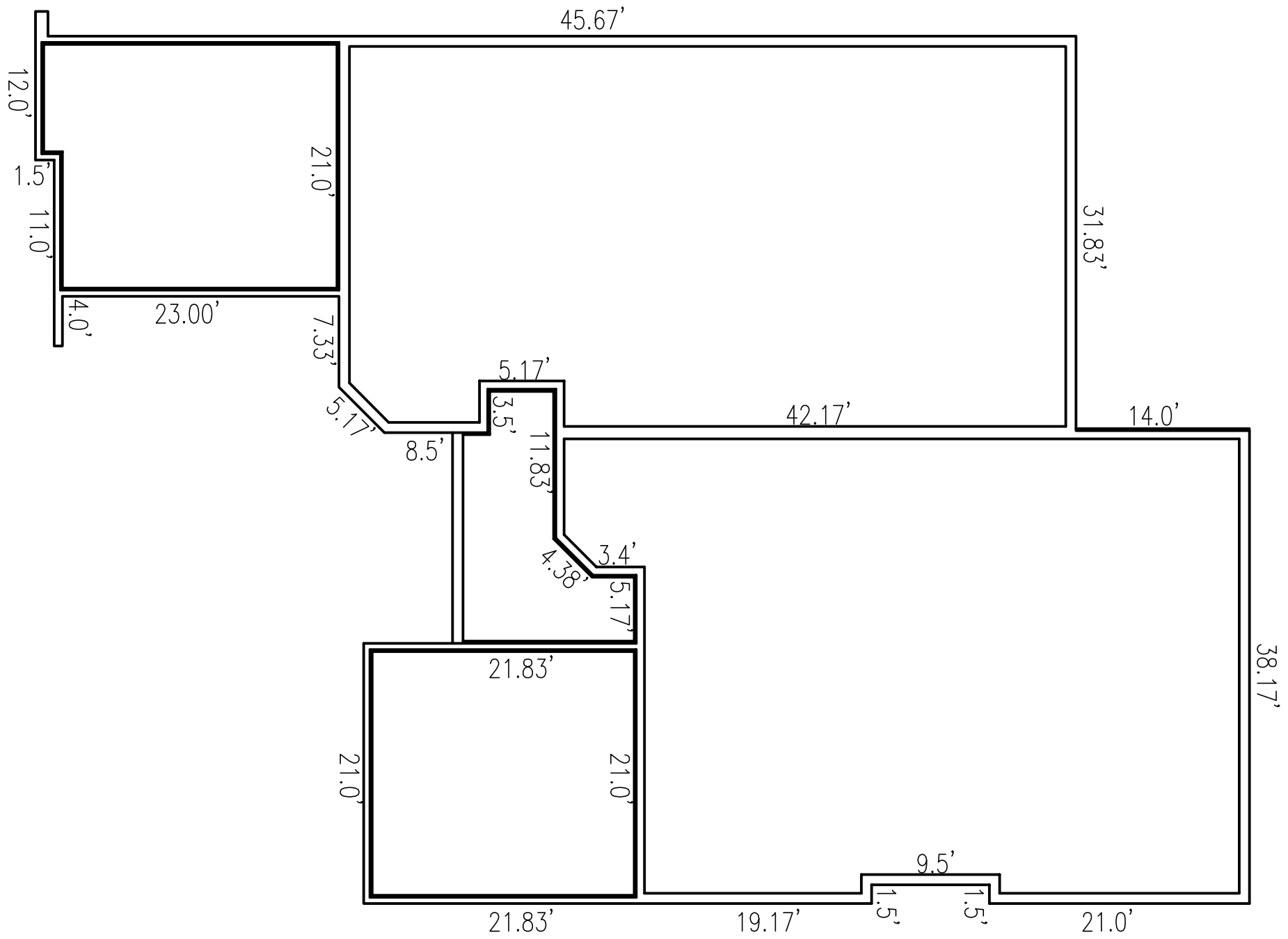
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 35

UNIT 36

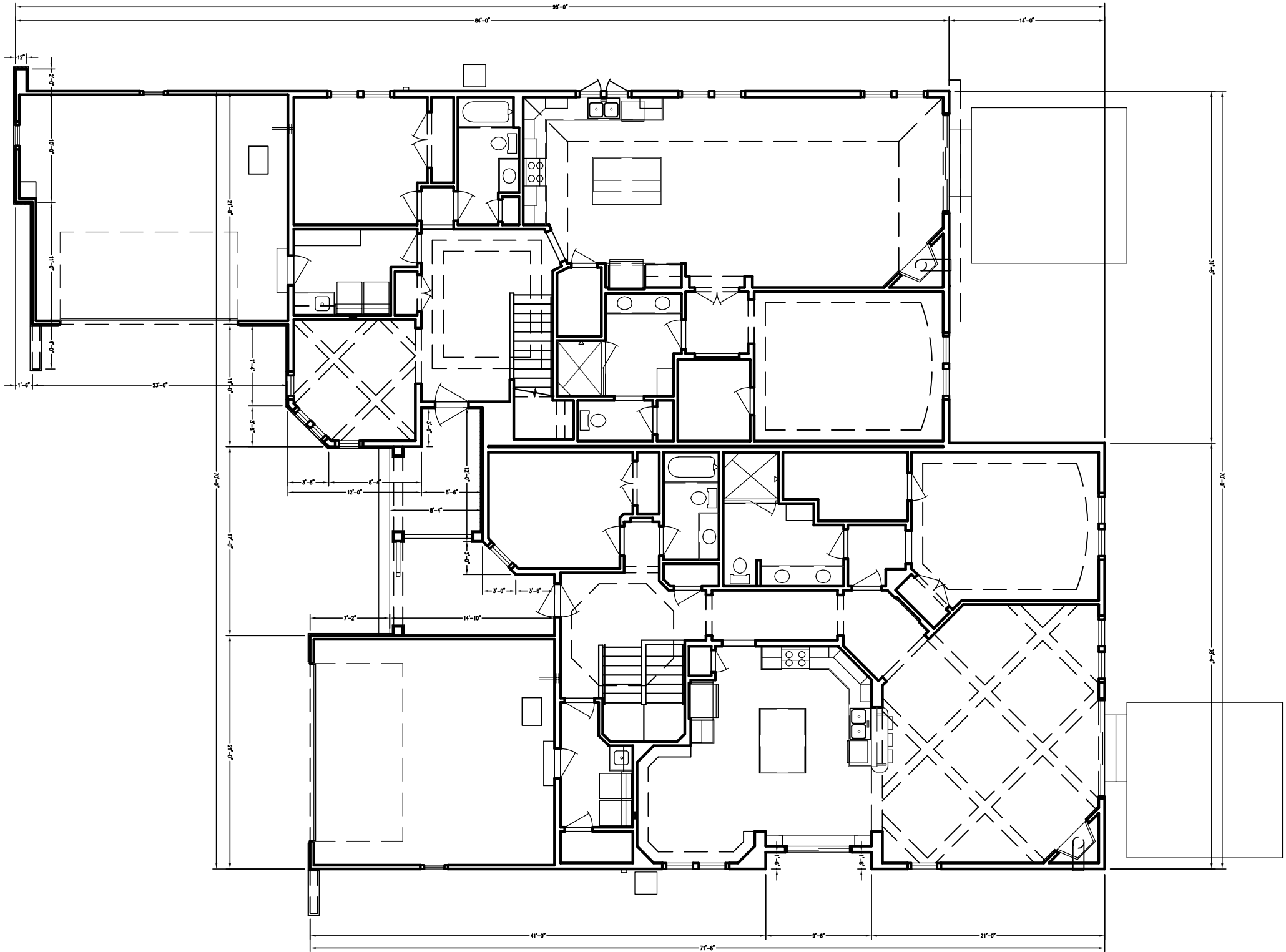
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 37

UNIT 38

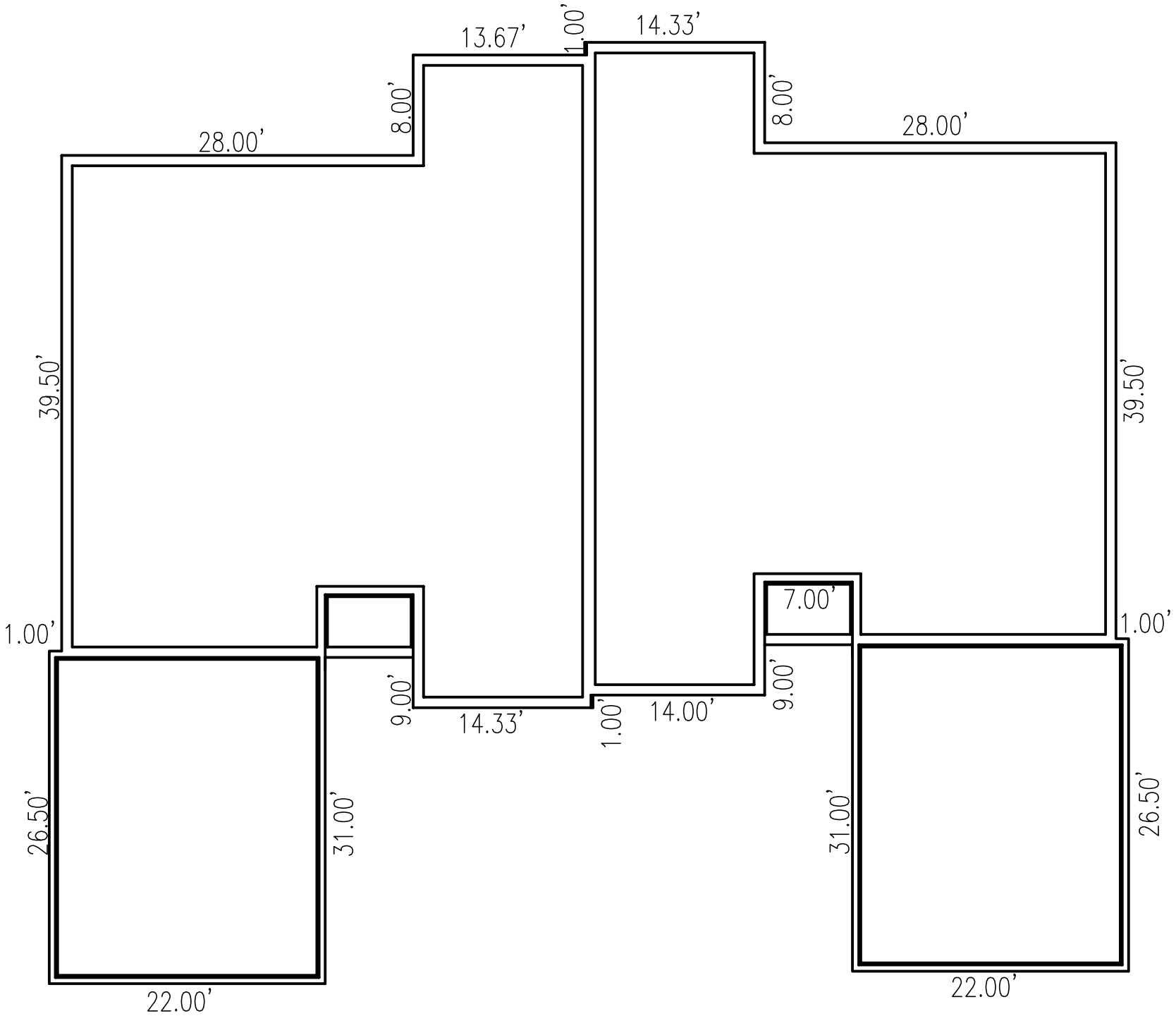
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 37

UNIT 38

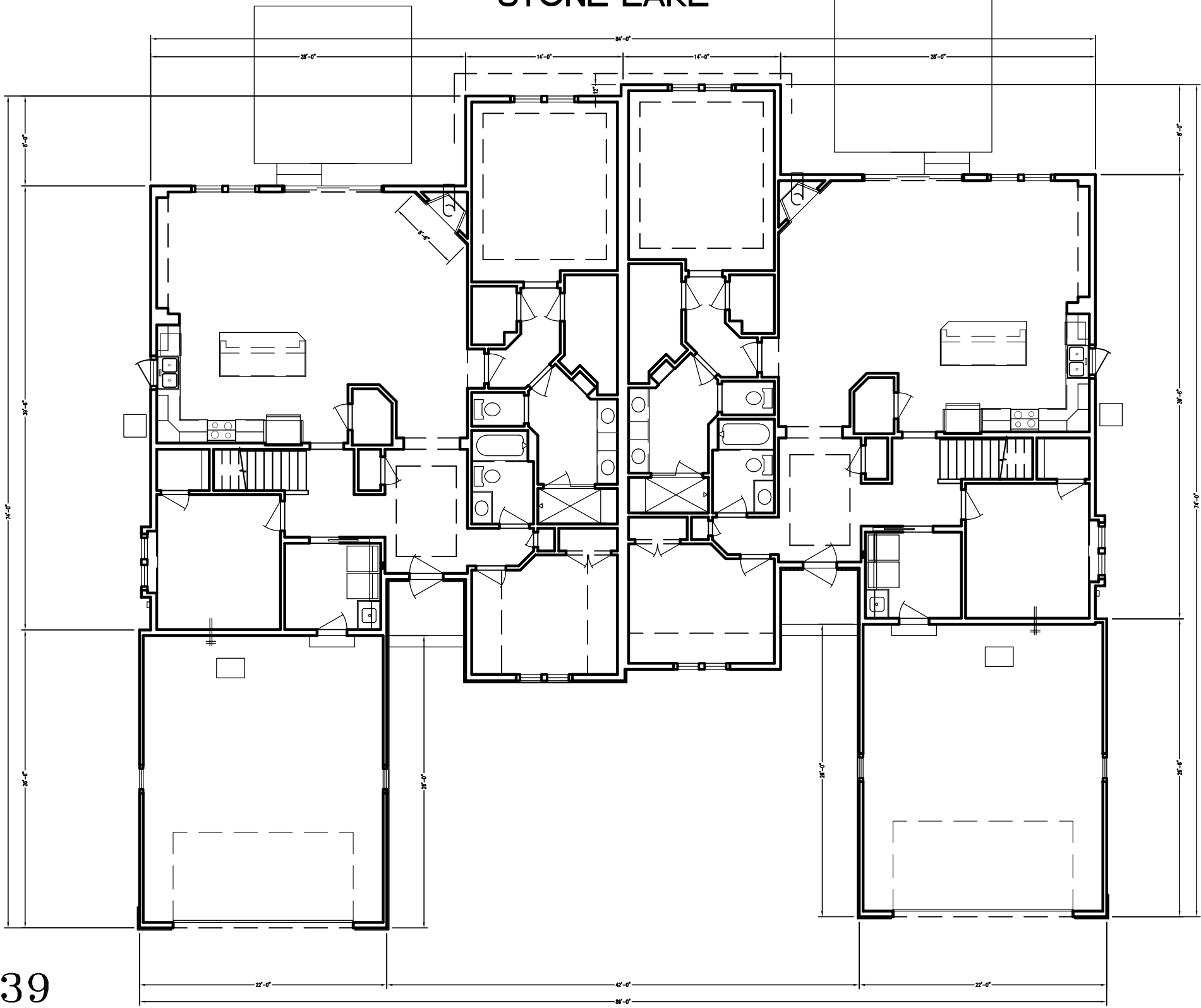
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STONE LAKE



UNIT 39

UNIT 40

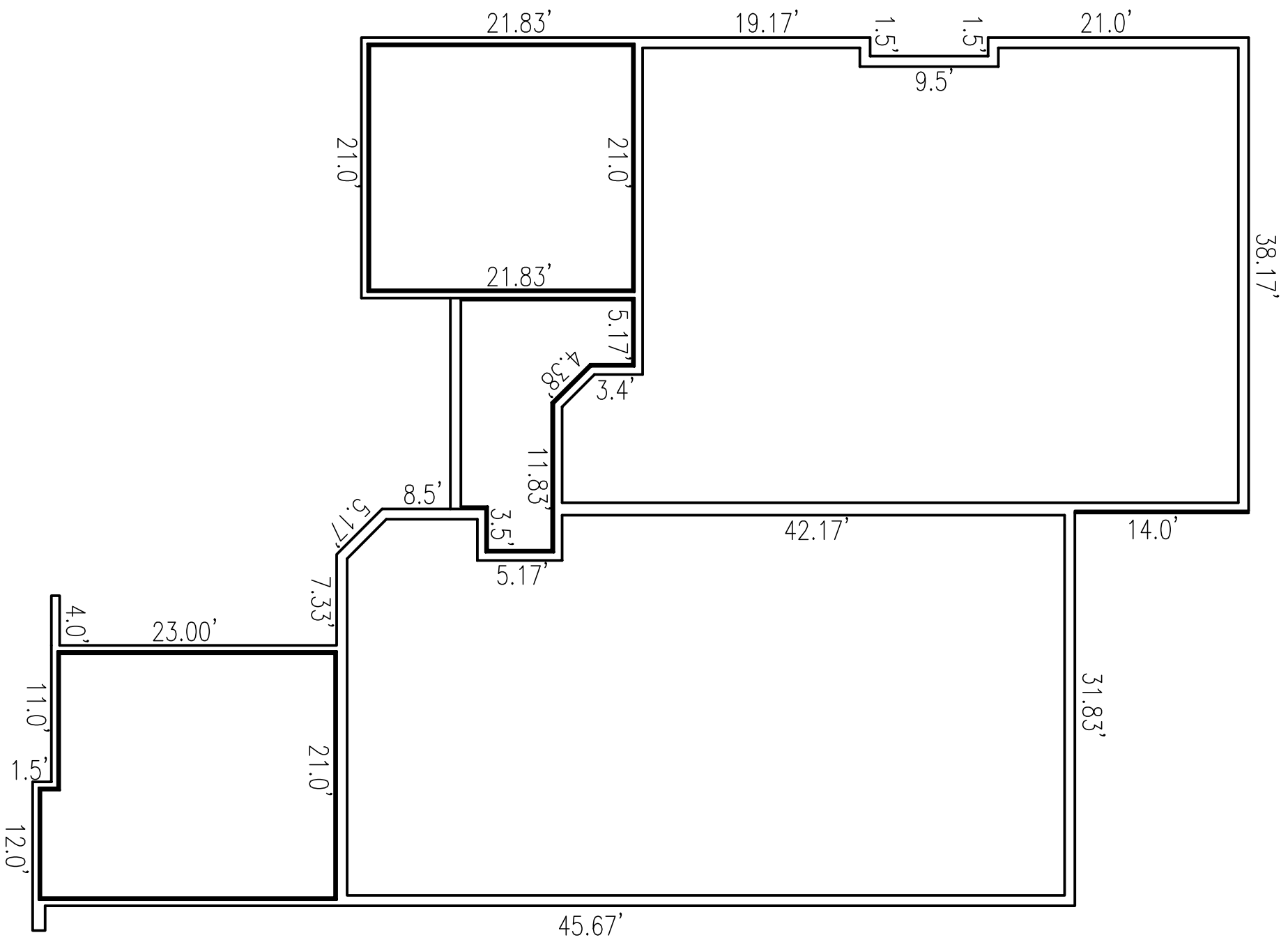
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STONE LAKE



UNIT 39

UNIT 40

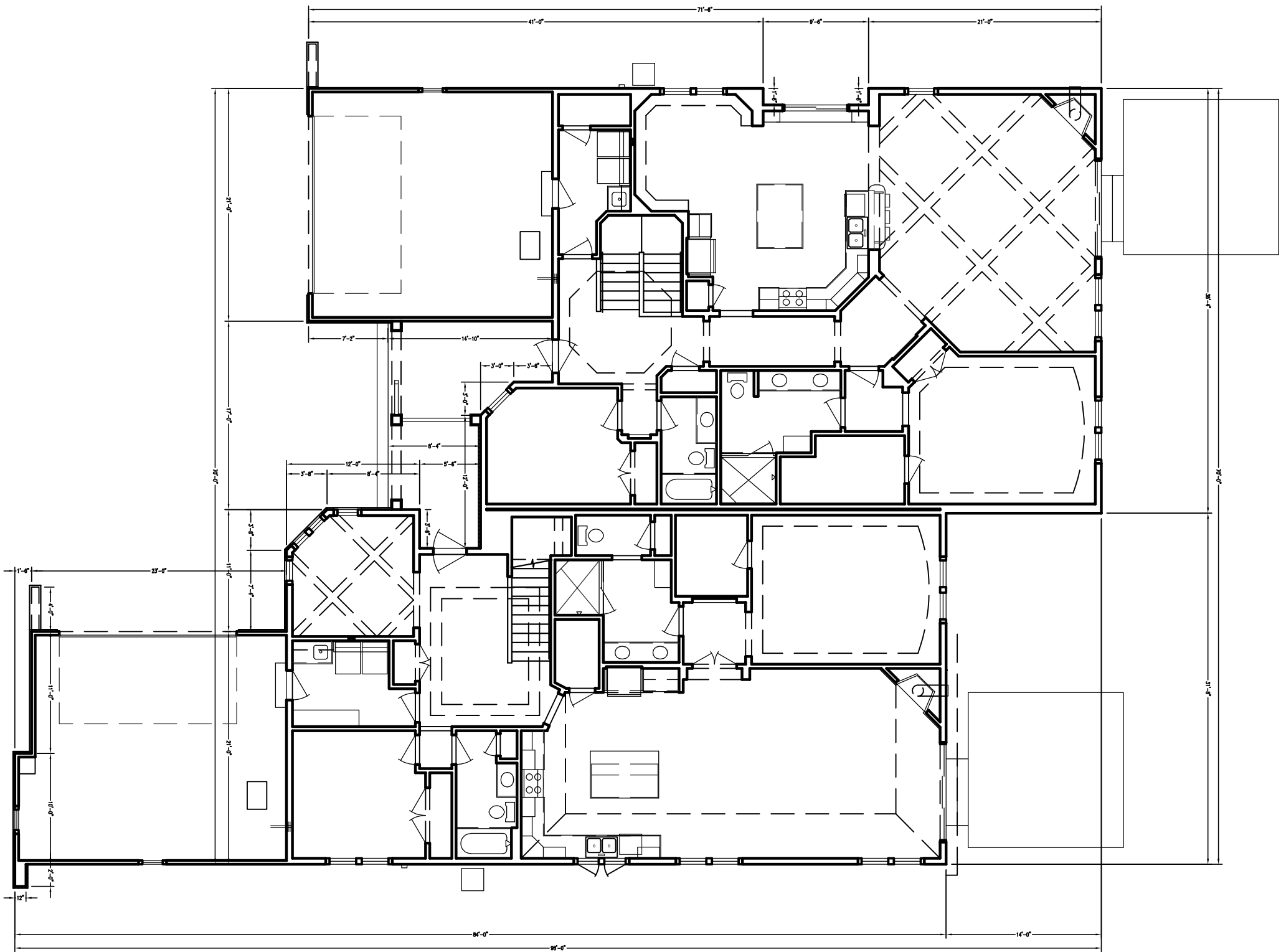
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STONE LAKE



UNIT 41

UNIT 42

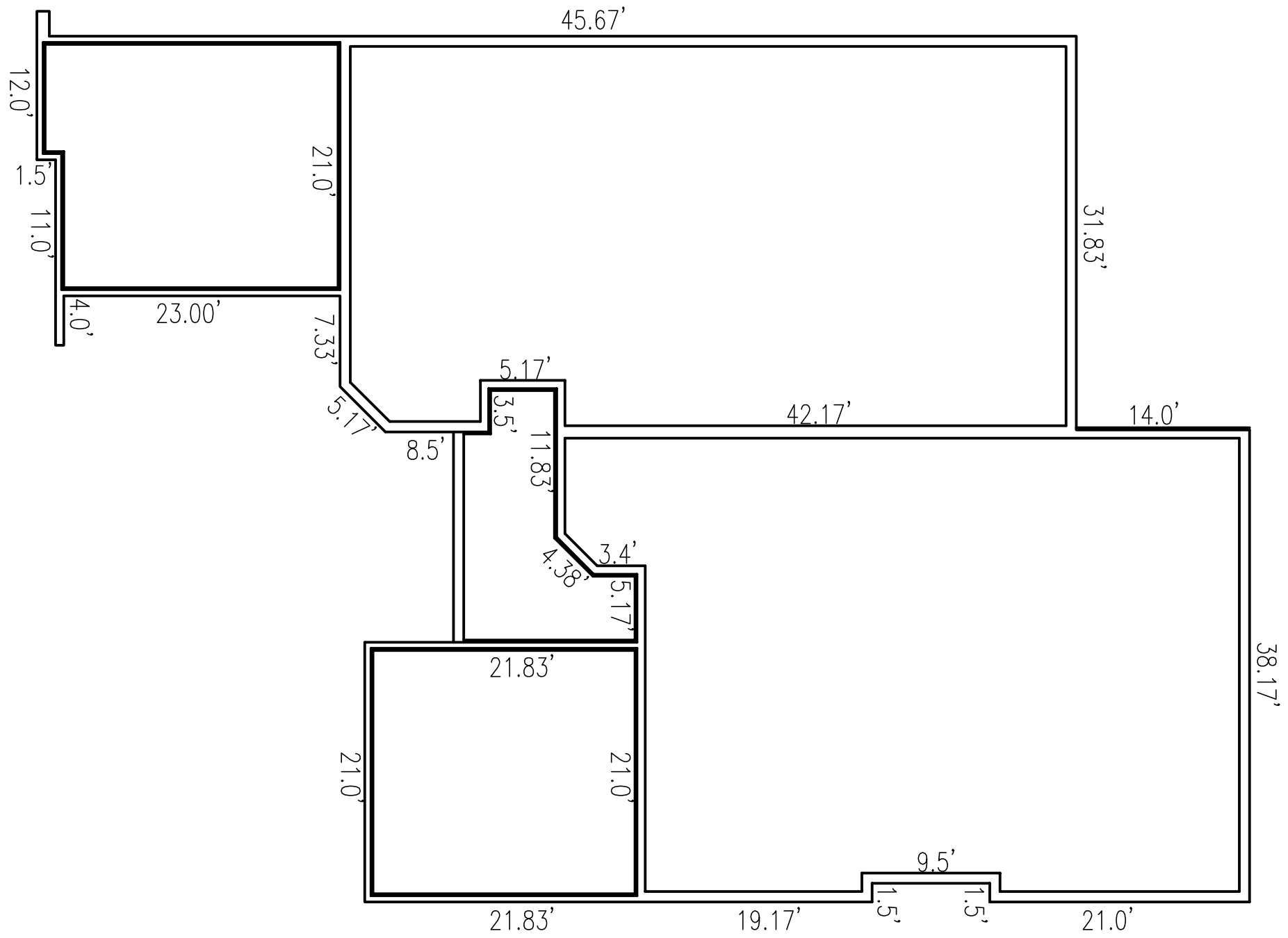
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 41

UNIT 42

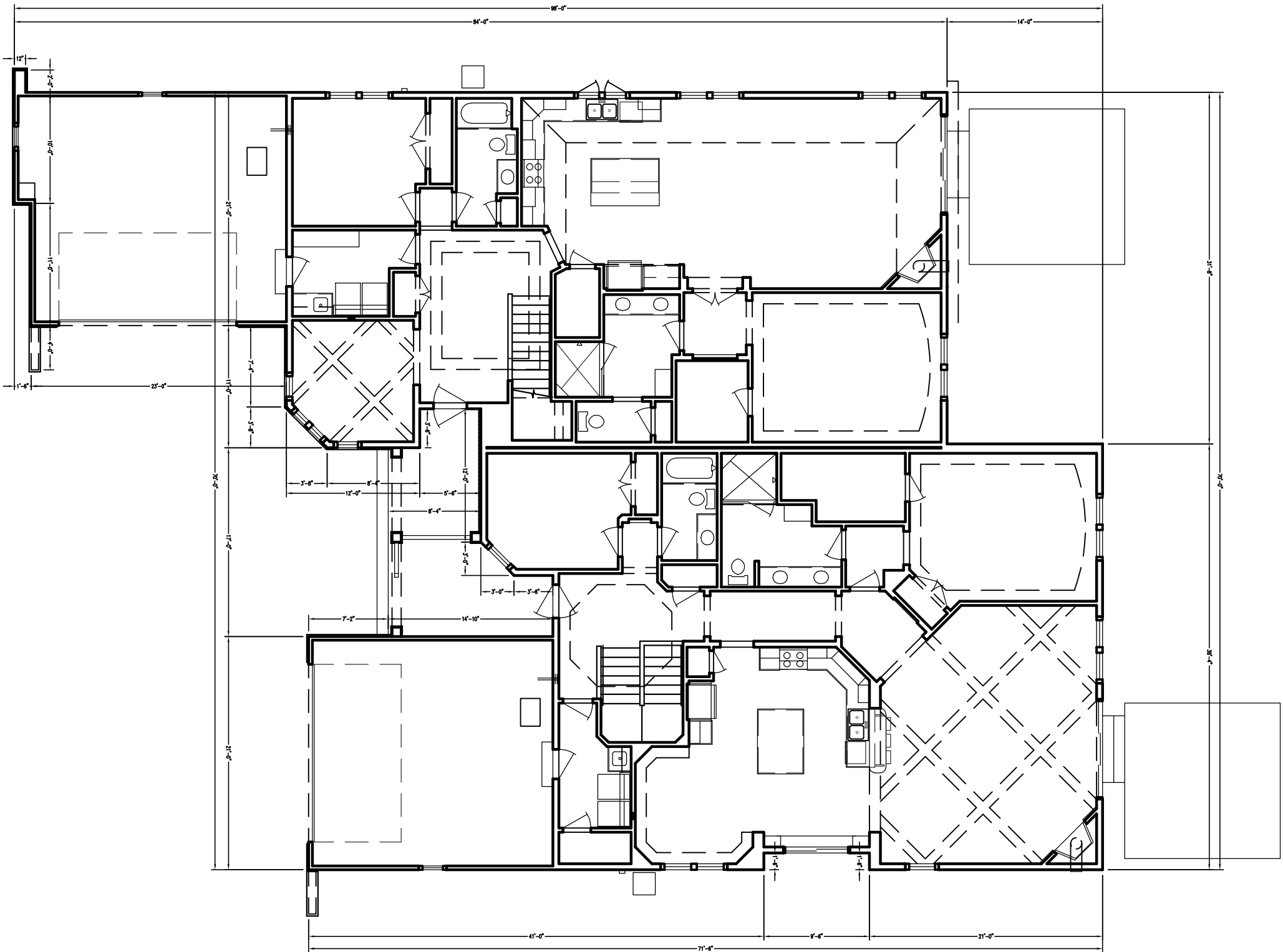
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 43

UNIT 44

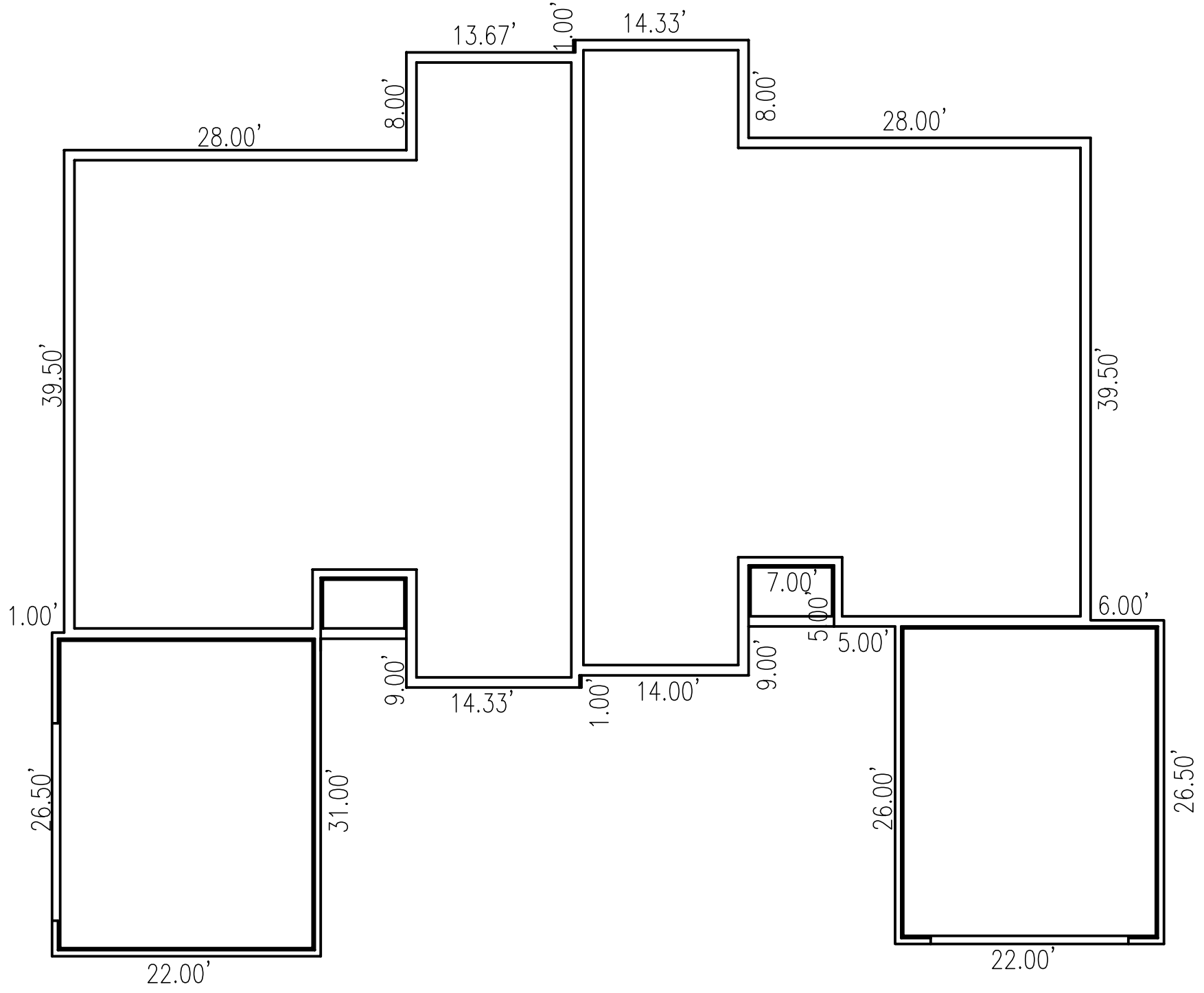
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 43

UNIT 44

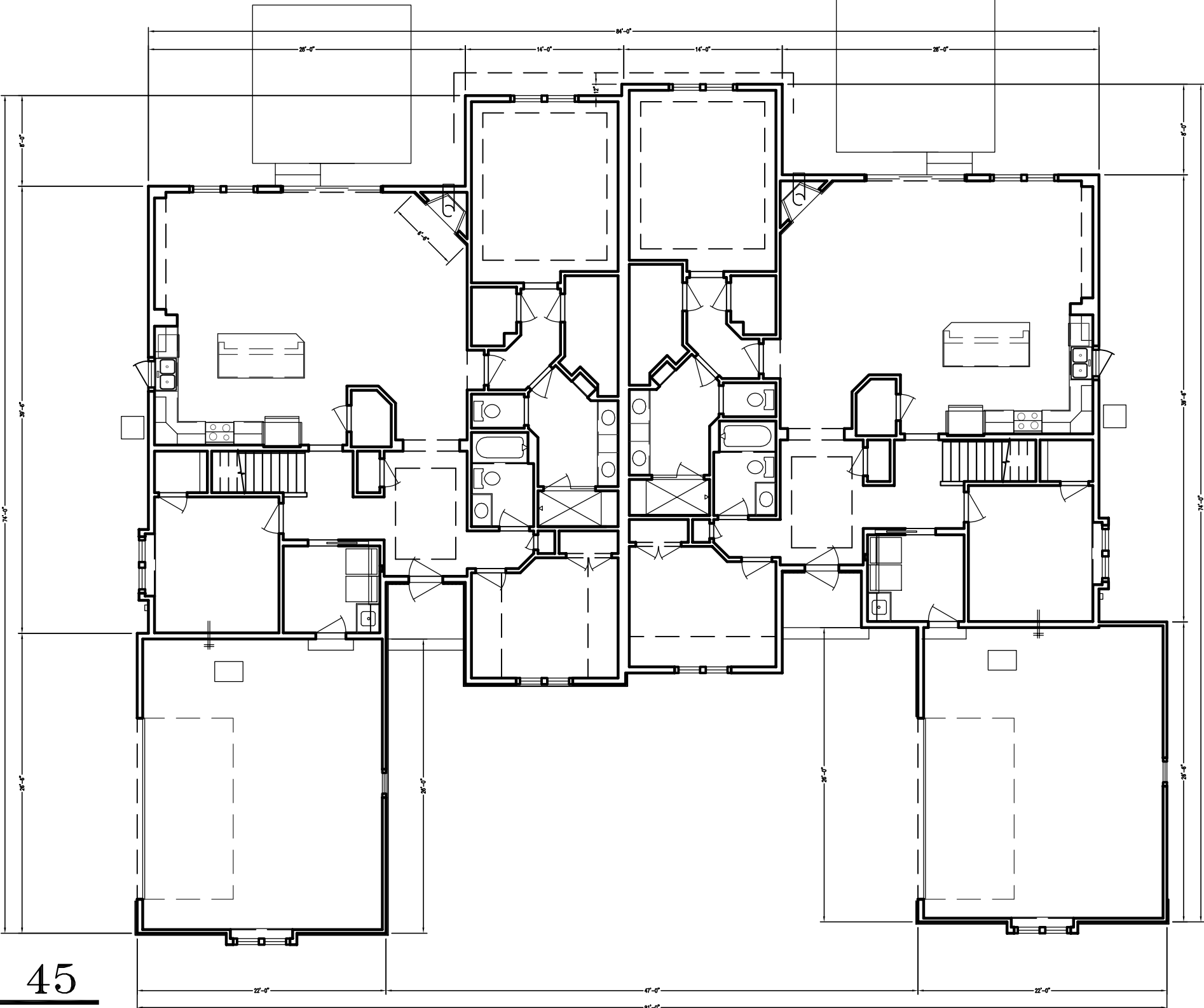
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 45

UNIT 46

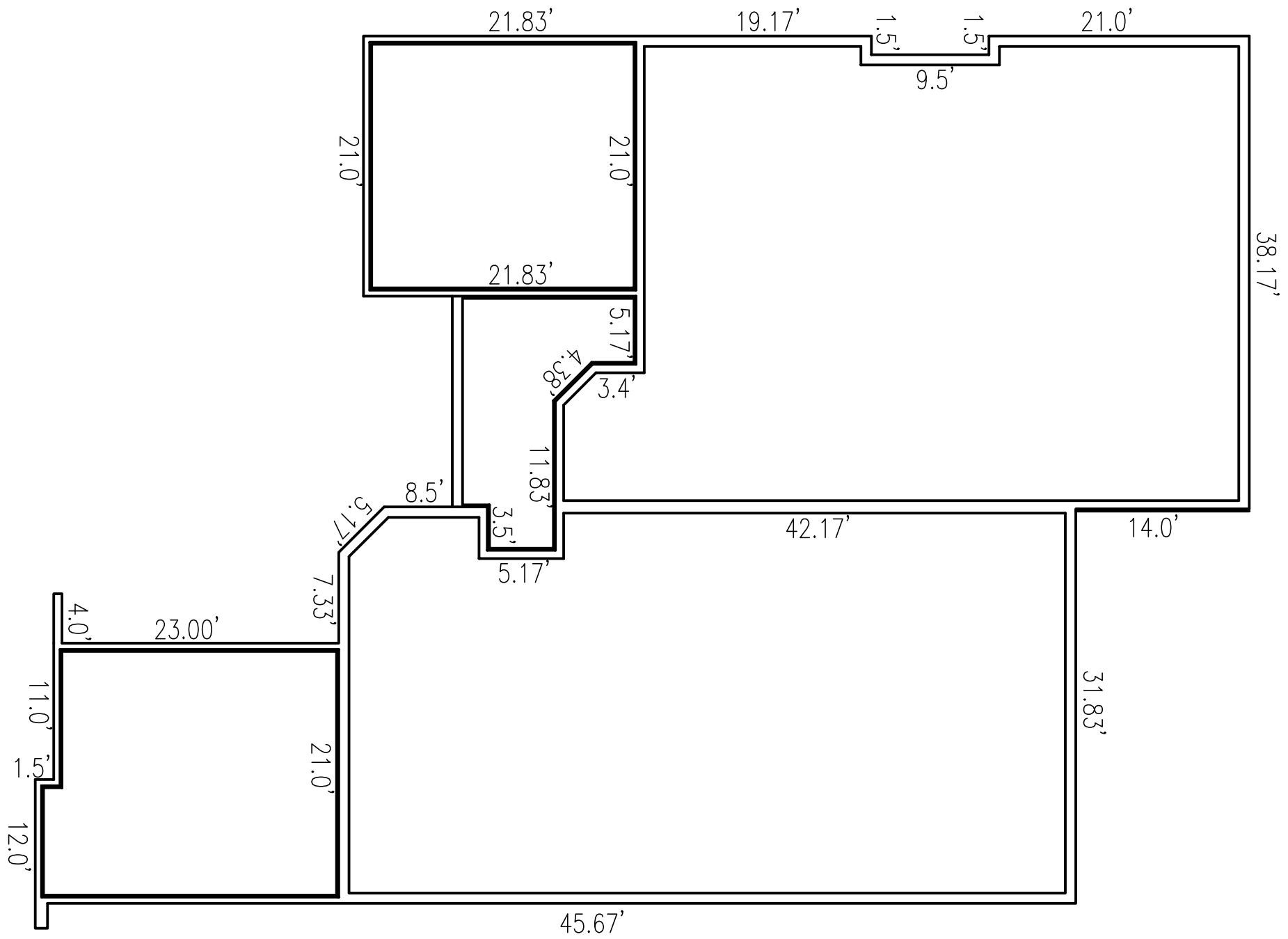
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STONE LAKE



UNIT 45

UNIT 46

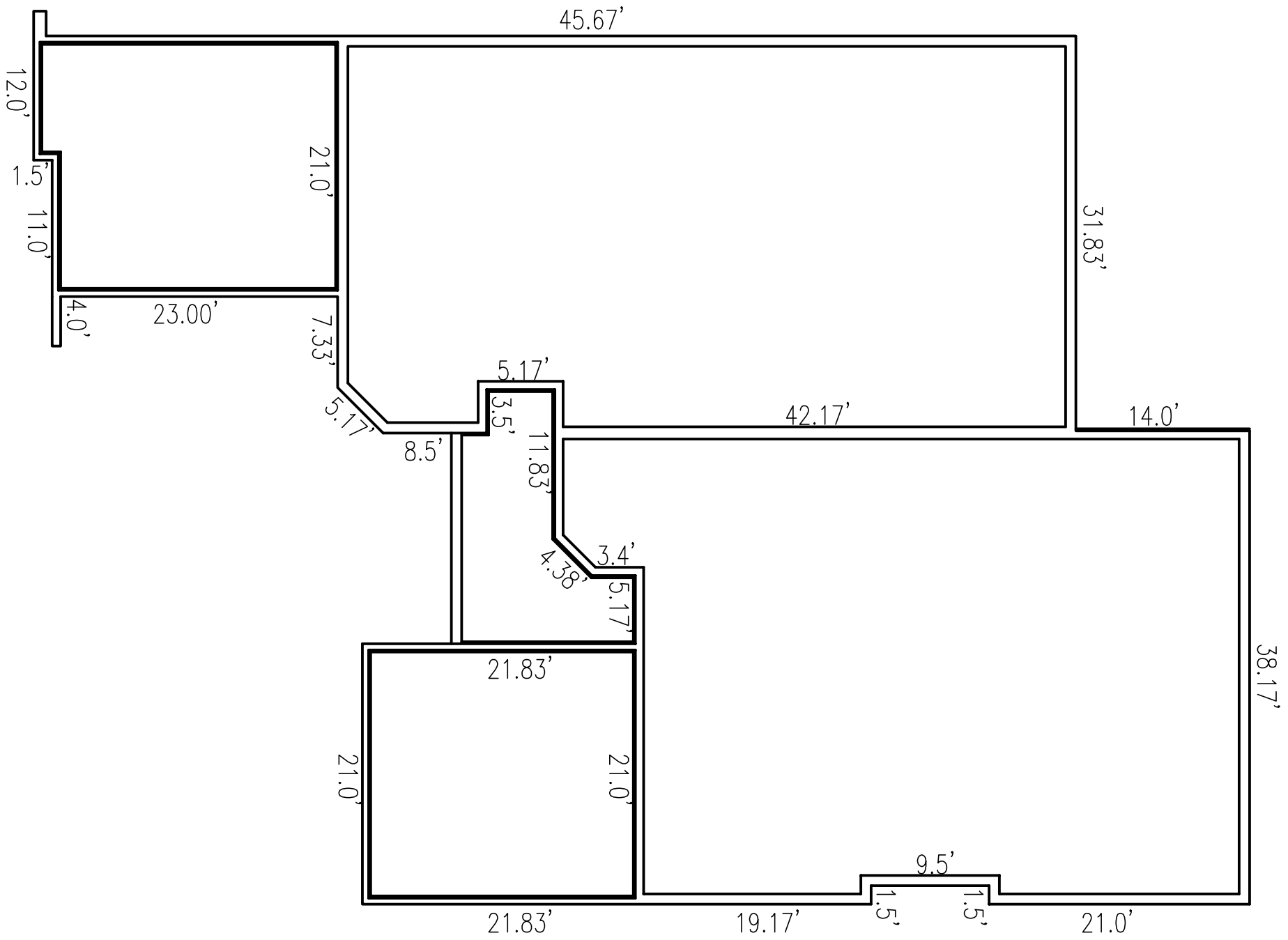
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STONE LAKE



UNIT 47

UNIT 48

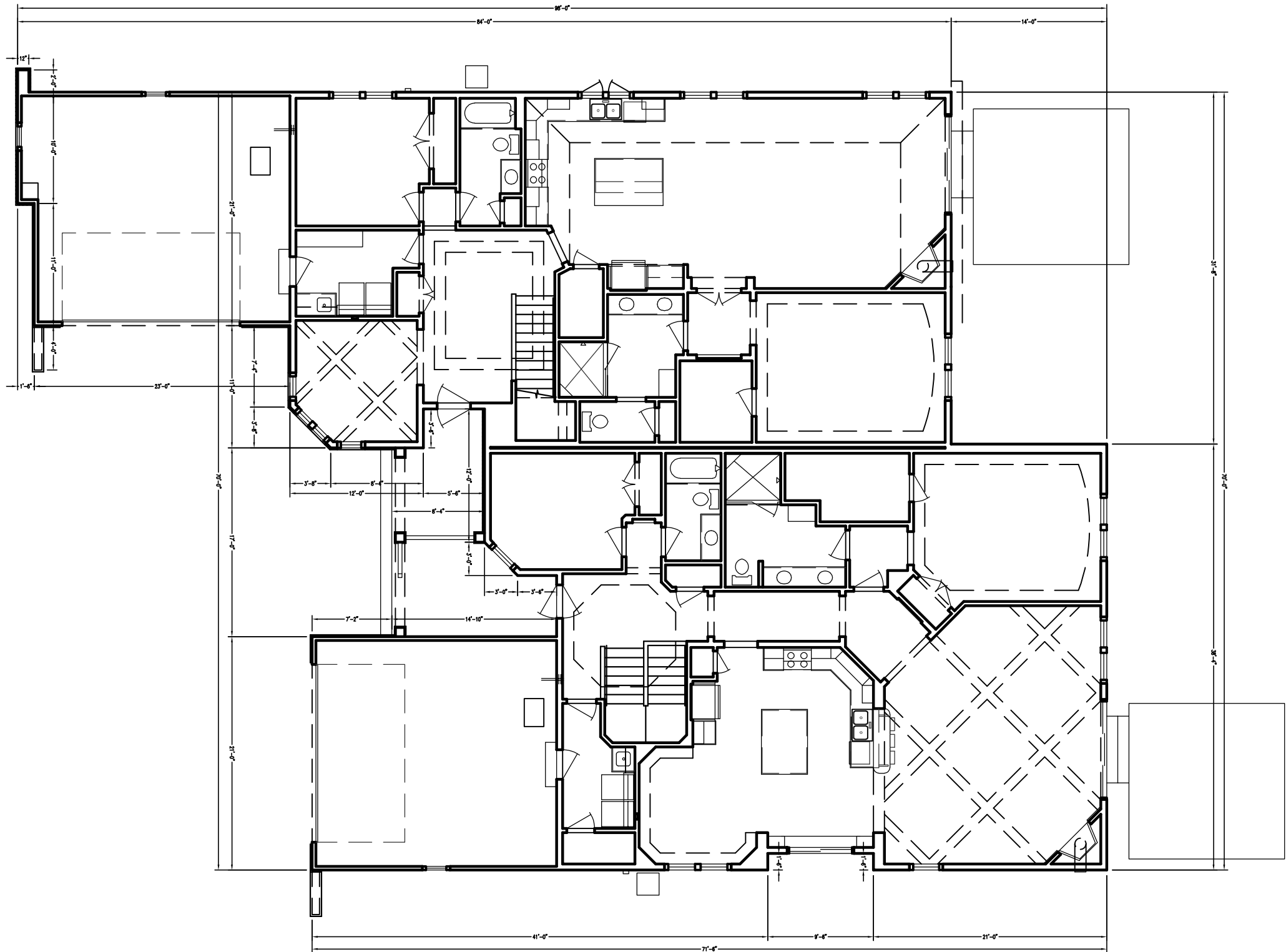
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 49

UNIT 50

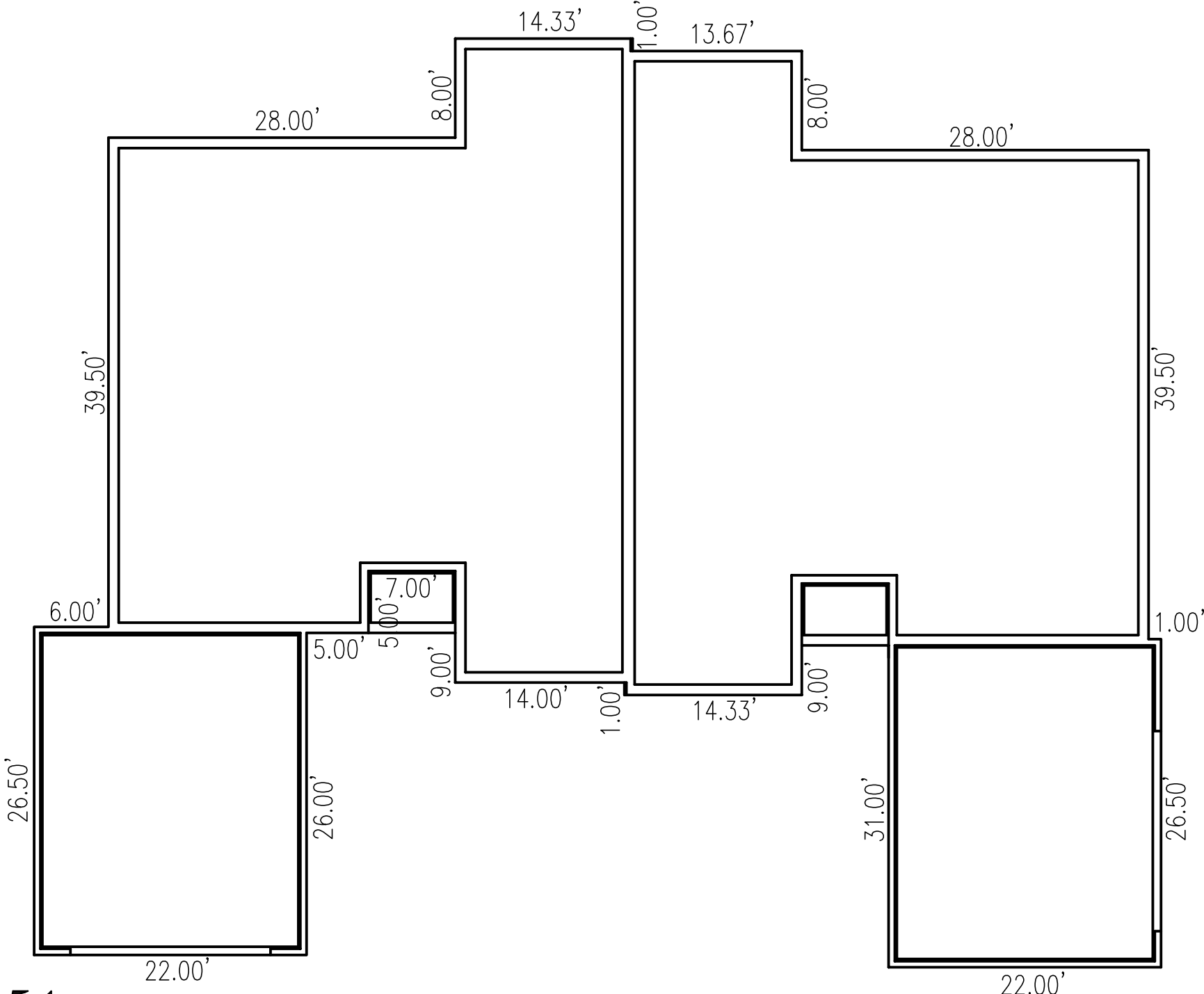
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STONE LAKE



UNIT 49

UNIT 50

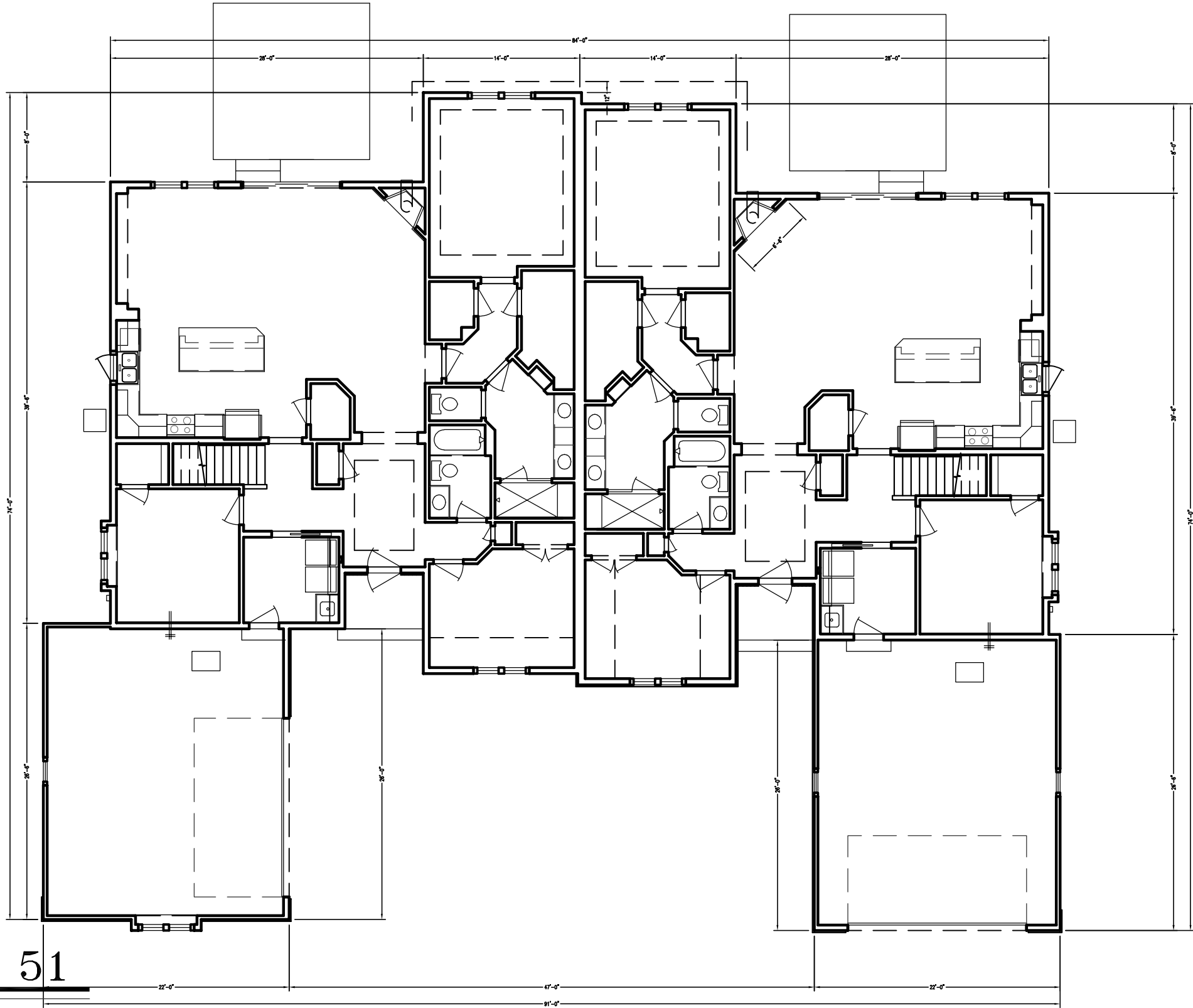
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 51

UNIT 52

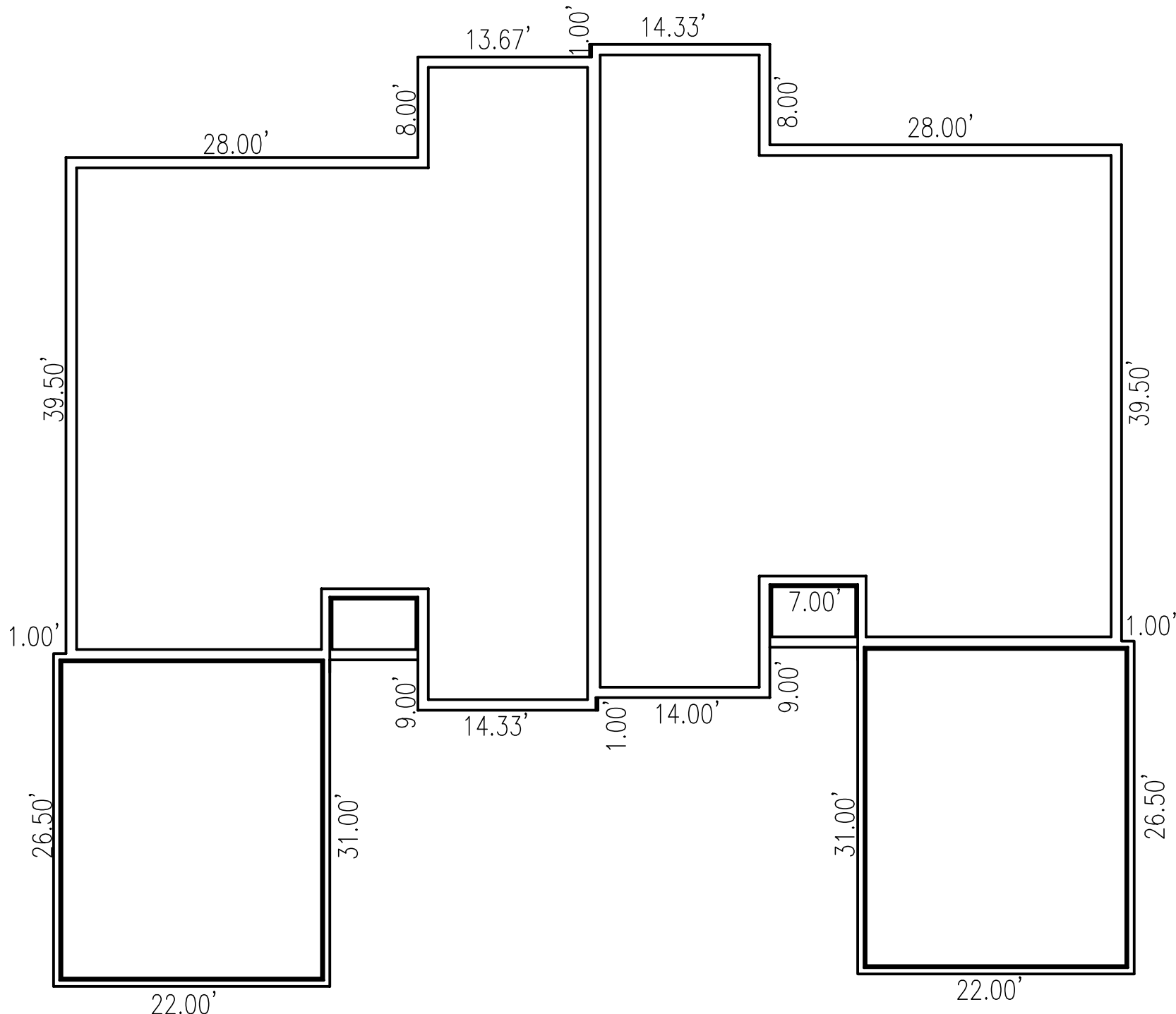
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STONE LAKE



UNIT 51

UNIT 52

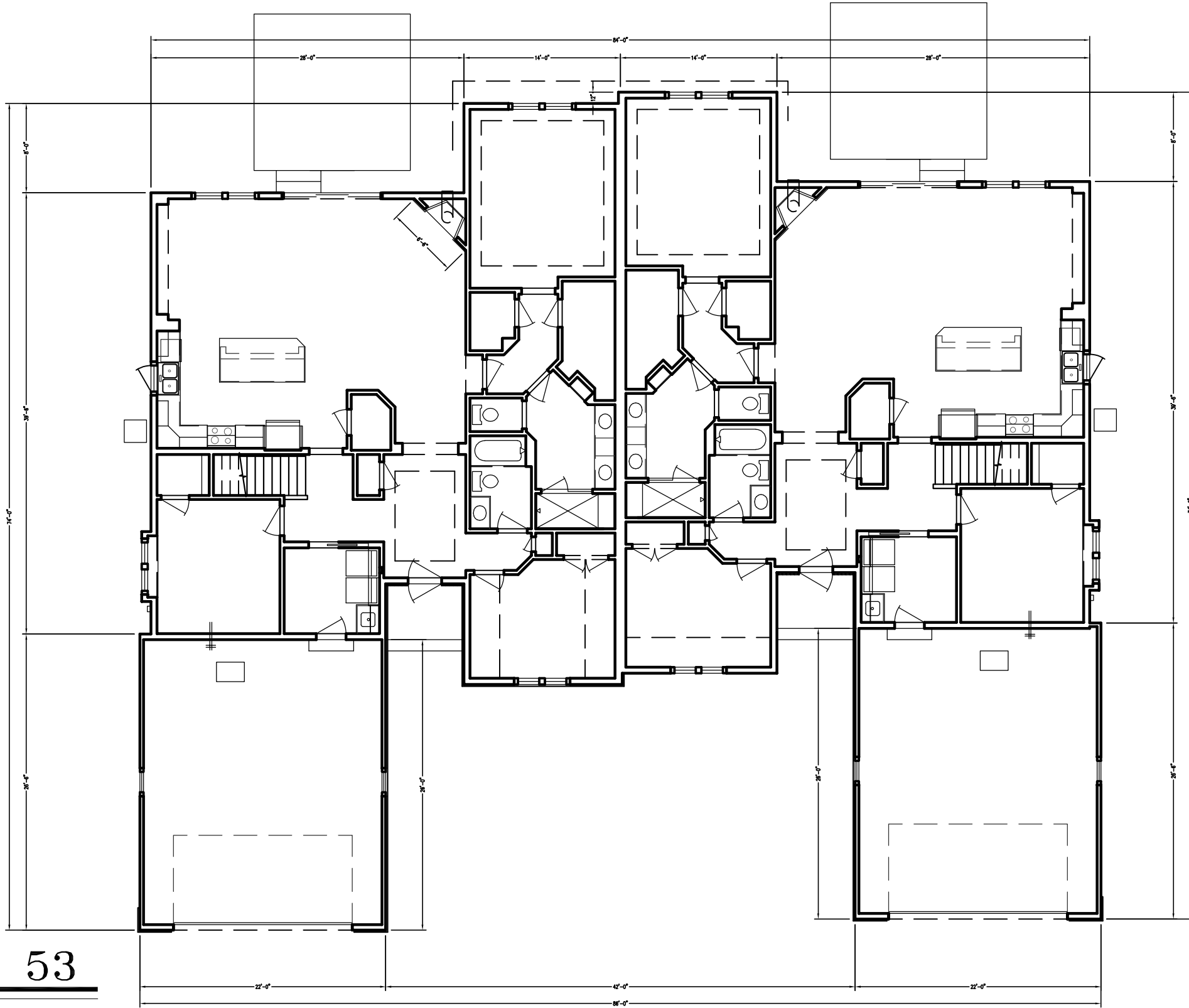
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 53

UNIT 54

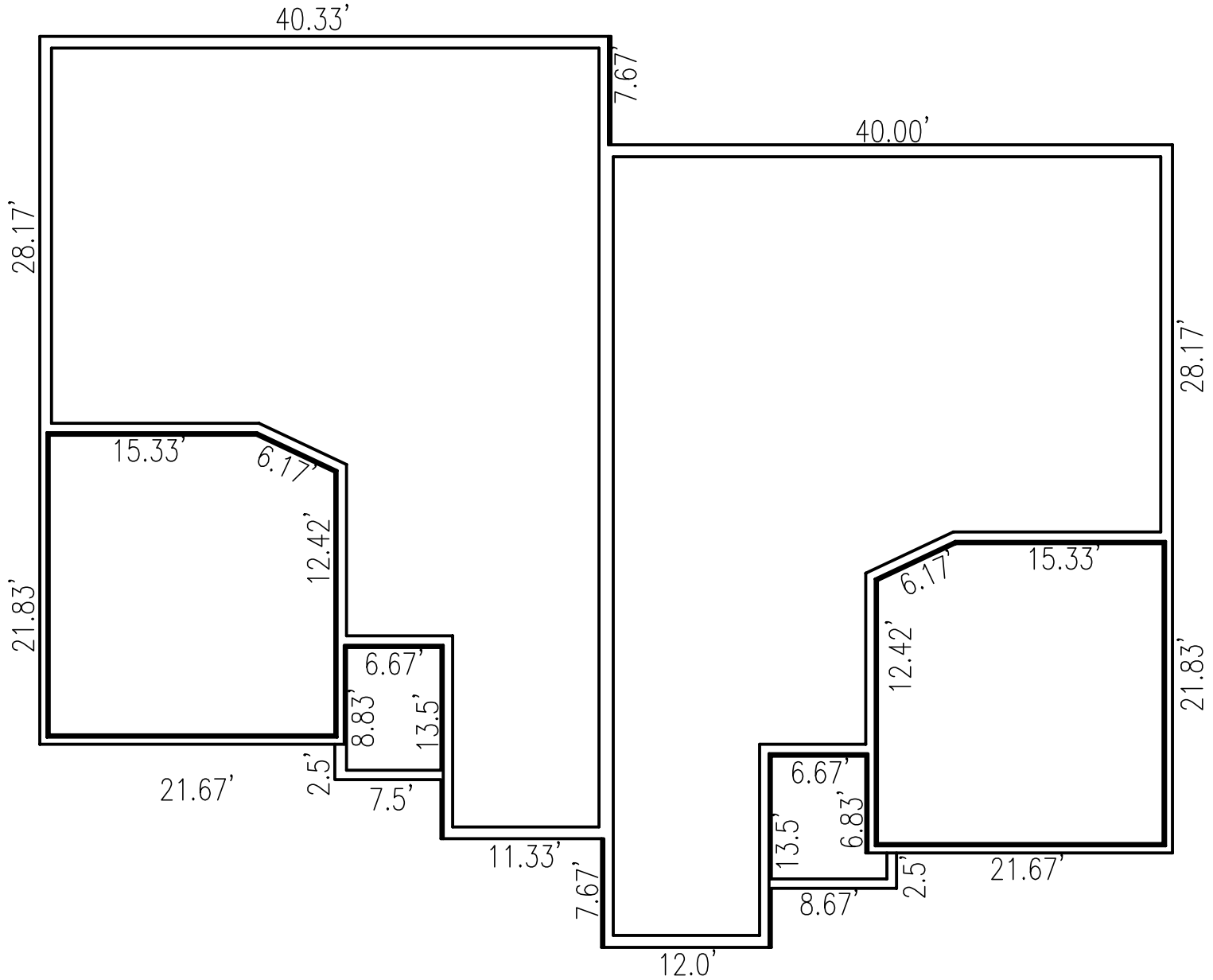
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STONE LAKE



UNIT 53

UNIT 54

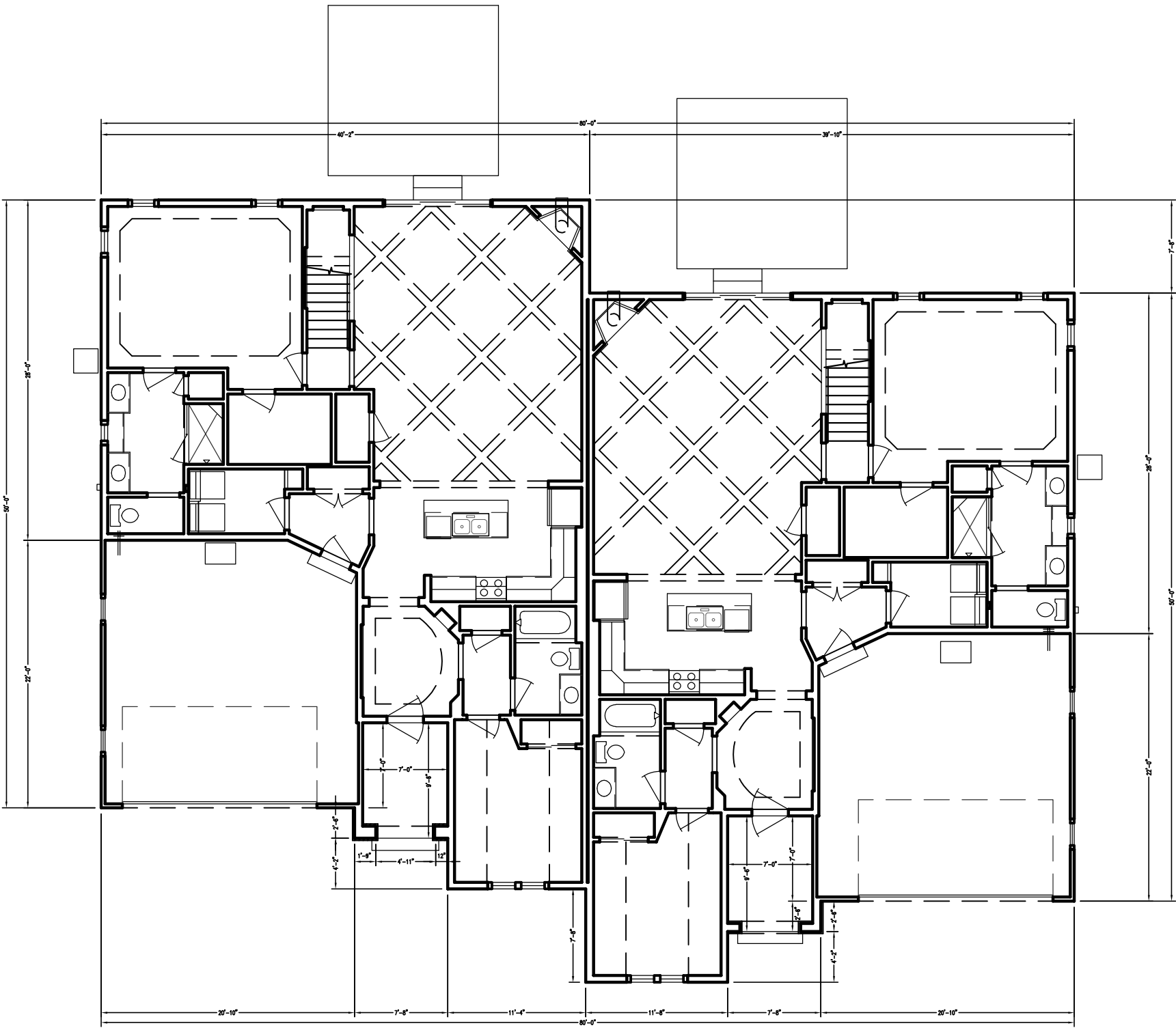
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 55

UNIT 56

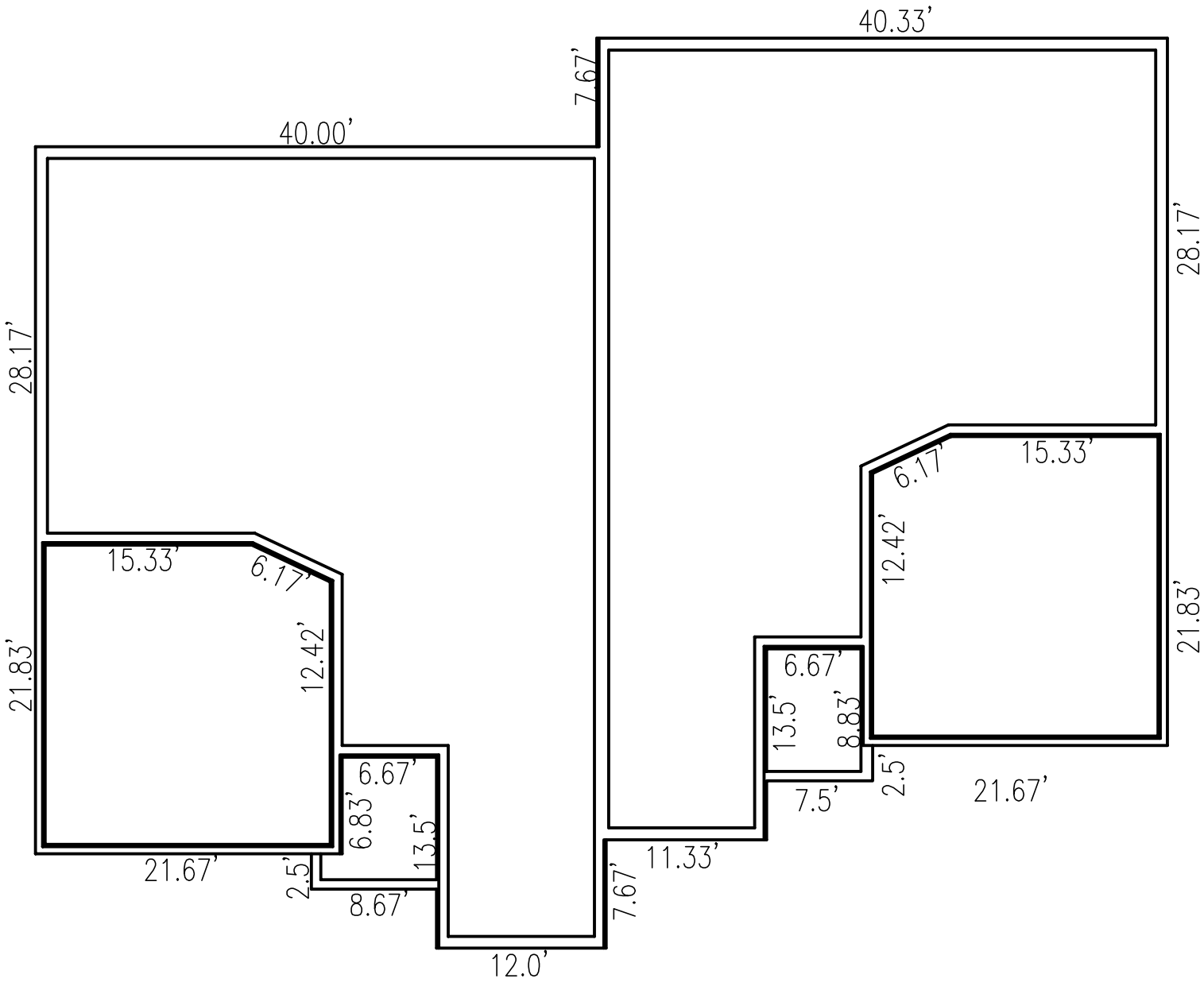
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STONE LAKE



UNIT 55

UNIT 56

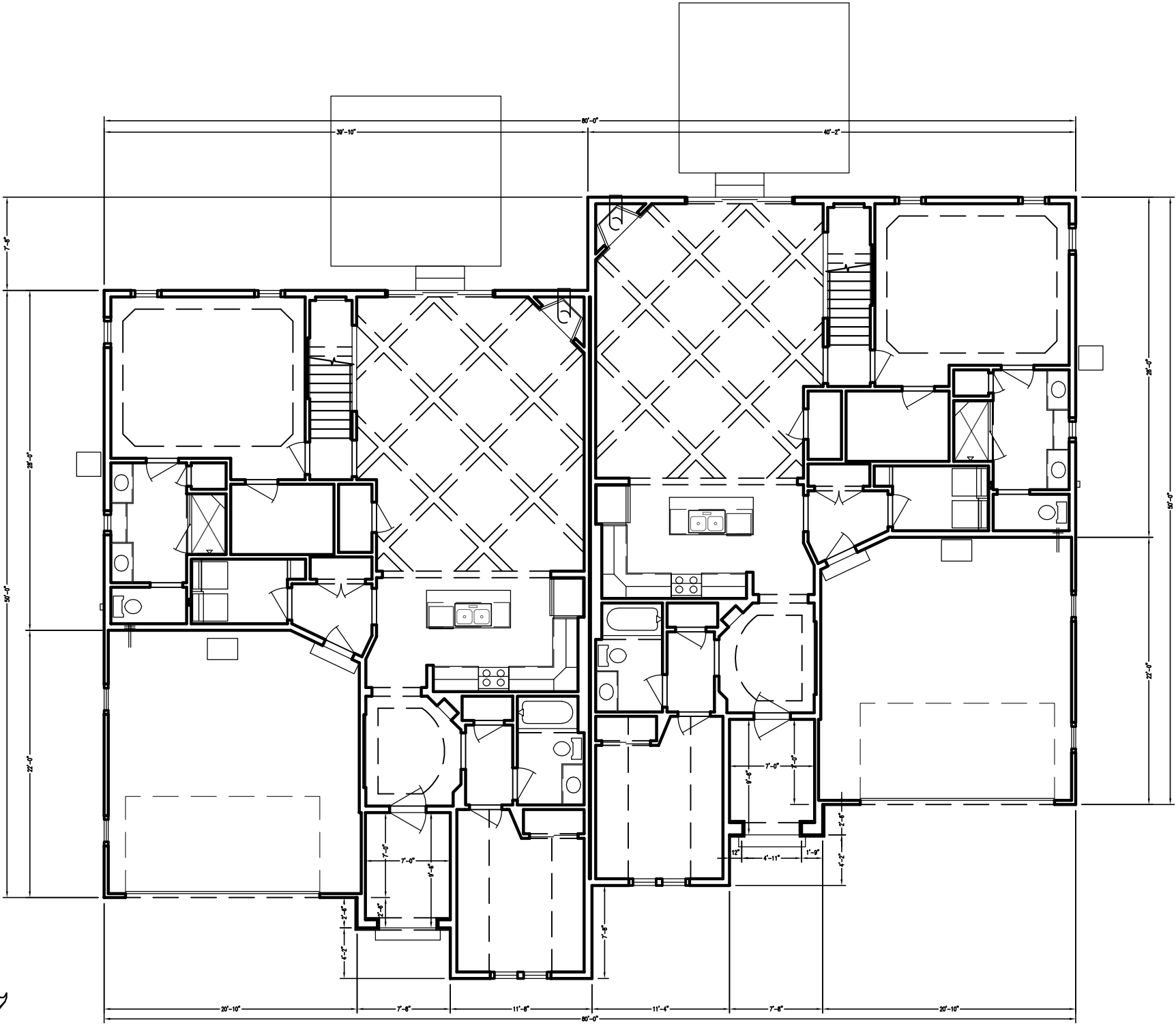
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 57

UNIT 58

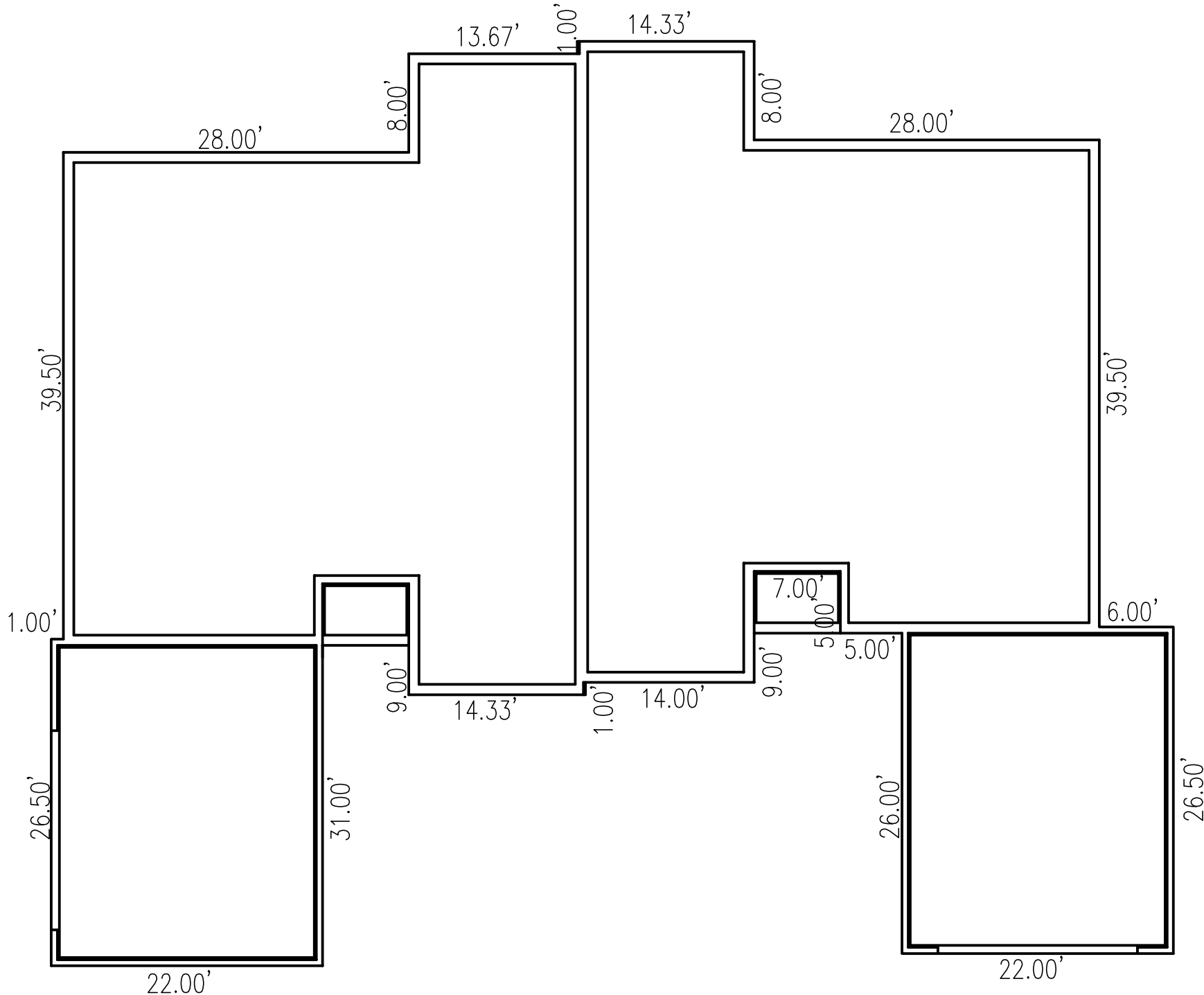
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 57

UNIT 58

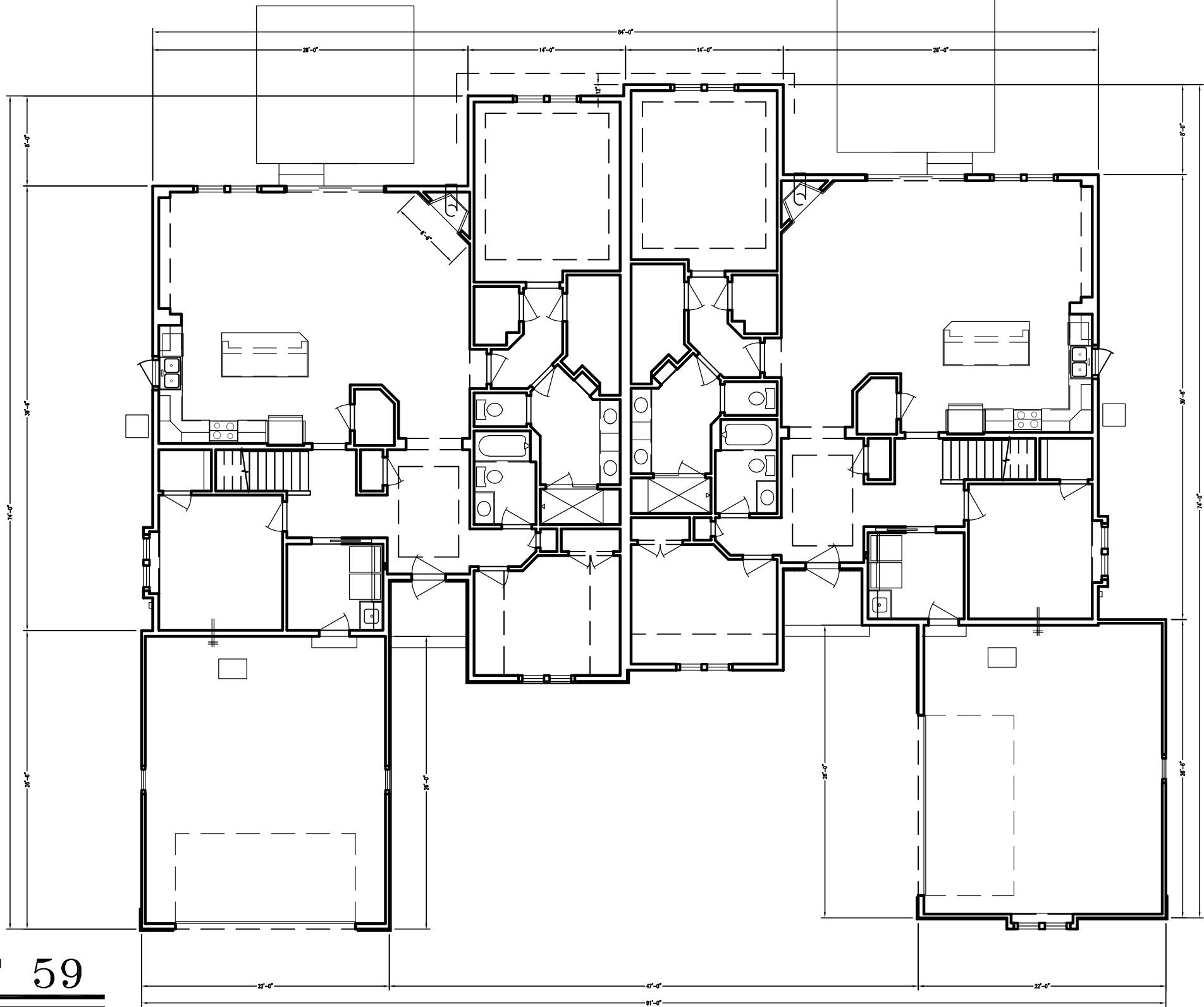
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 59

UNIT 60

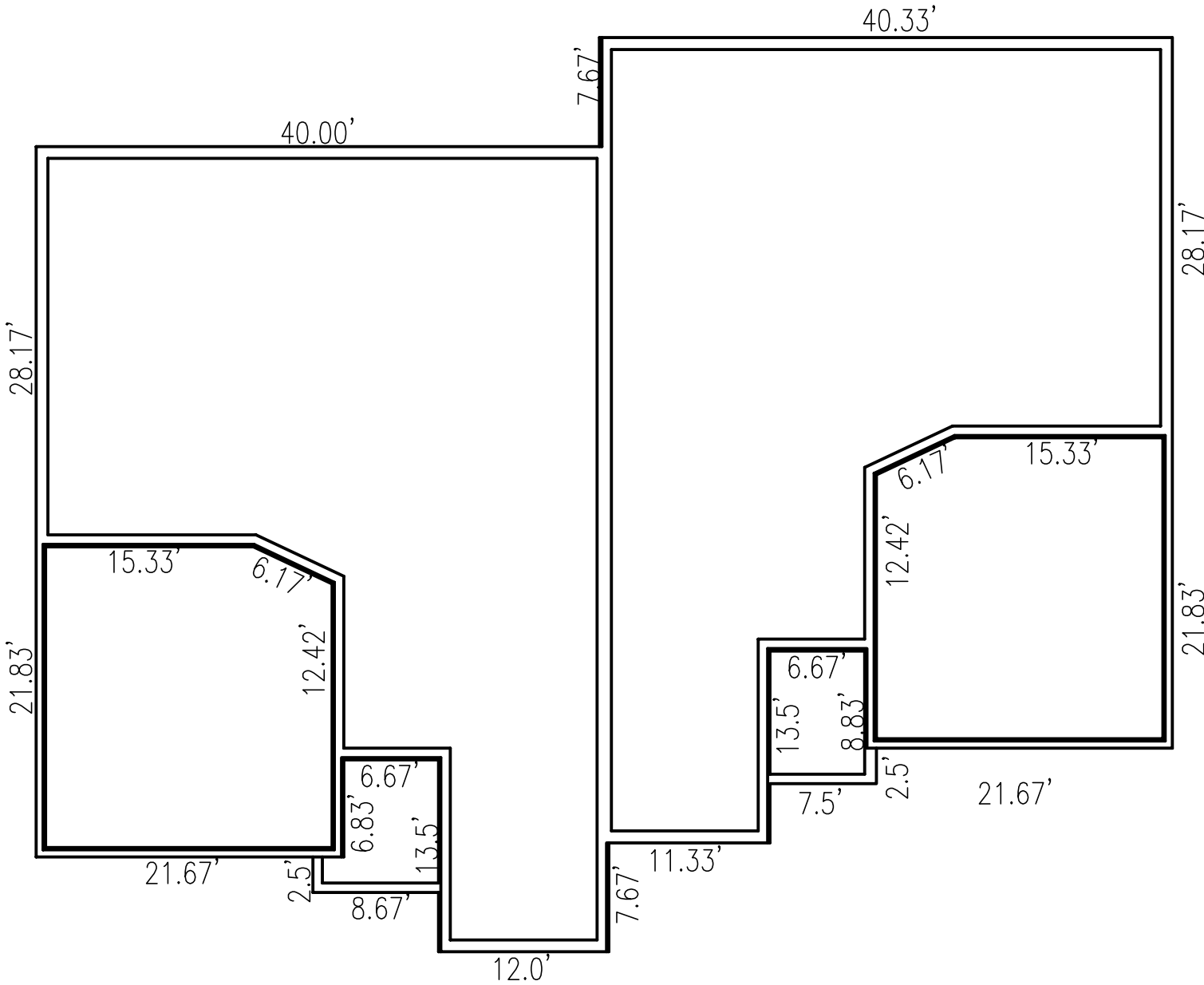
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 59

UNIT 60

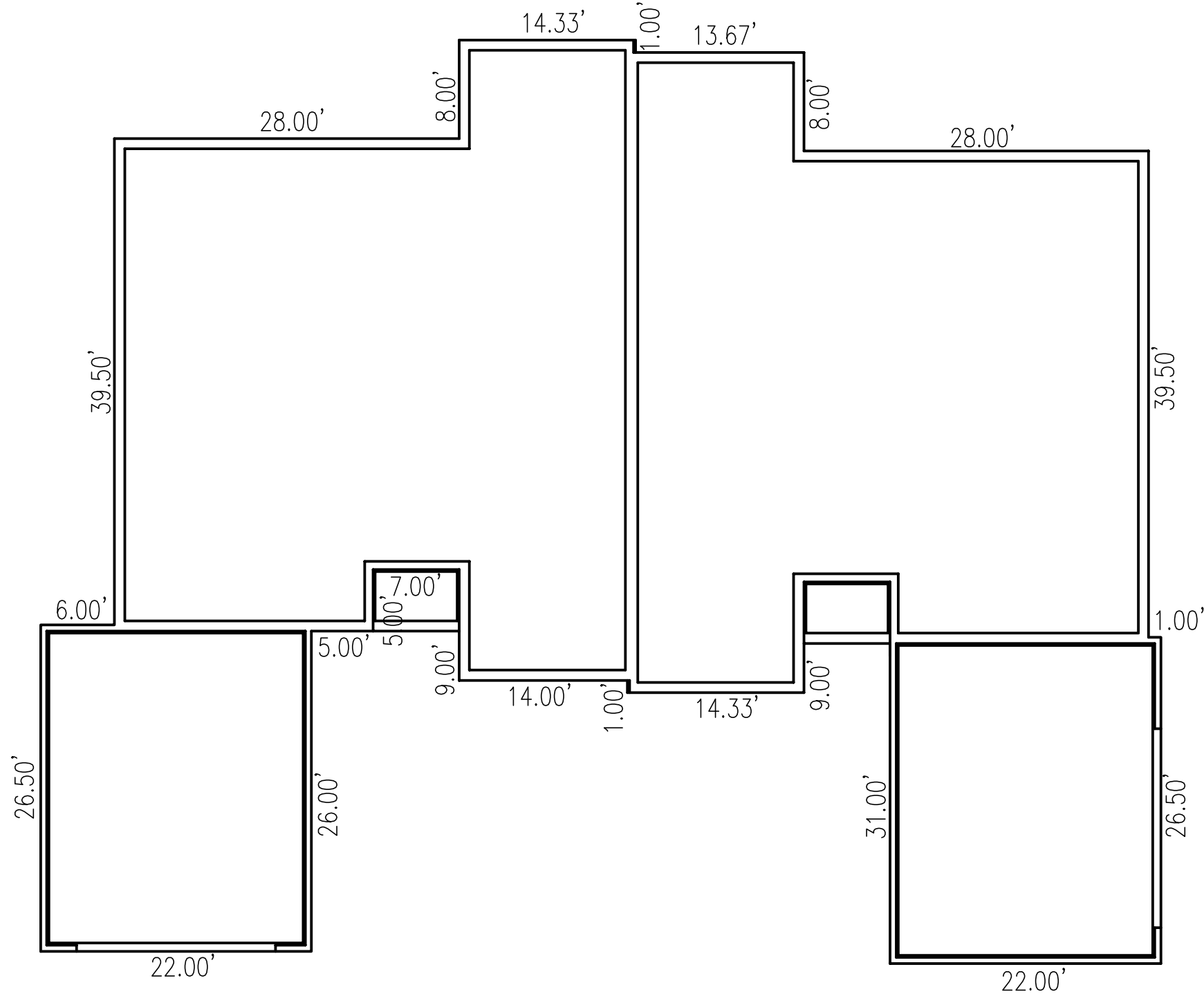
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STONE LAKE



UNIT 61

UNIT 62

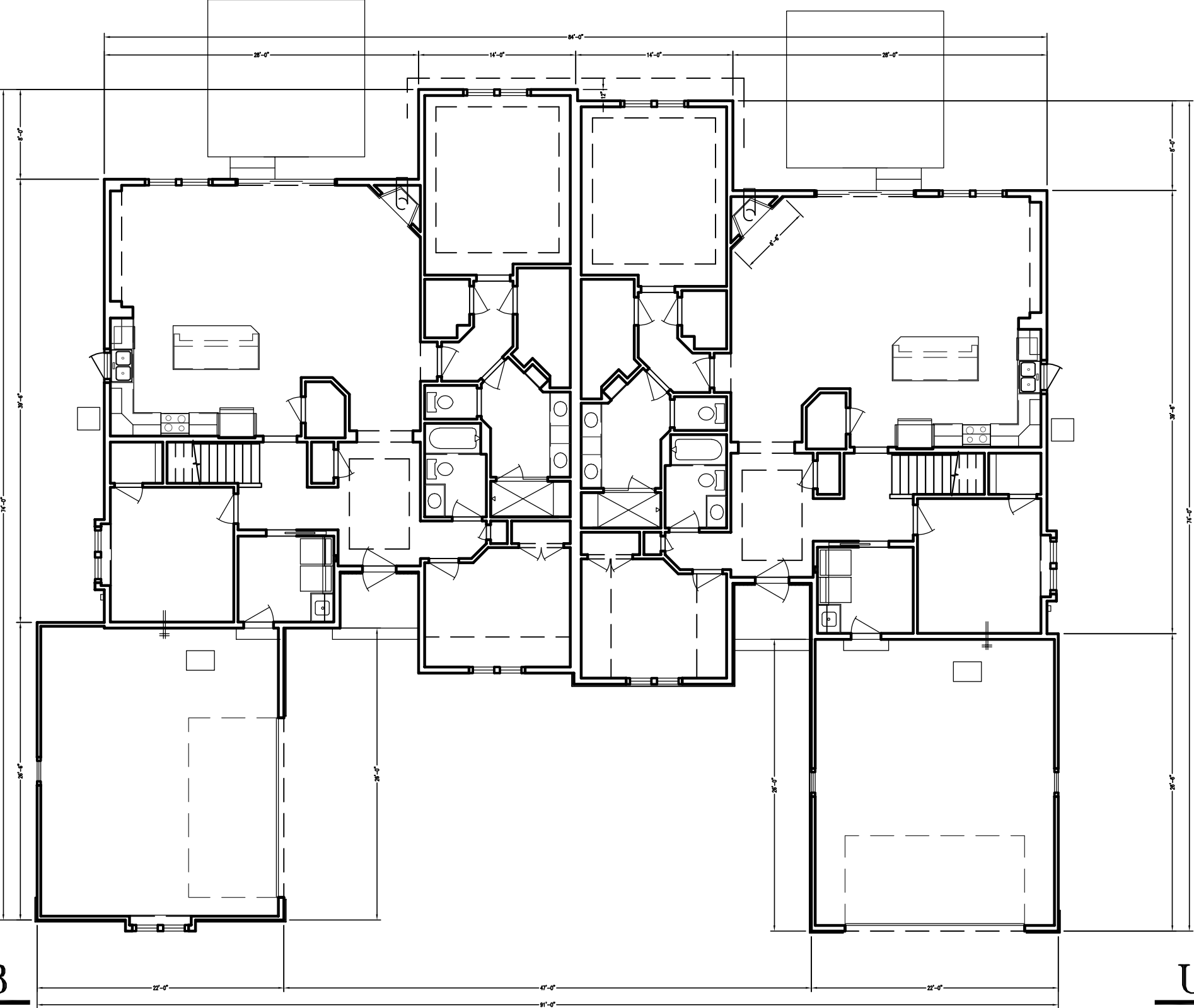
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 63

UNIT 64

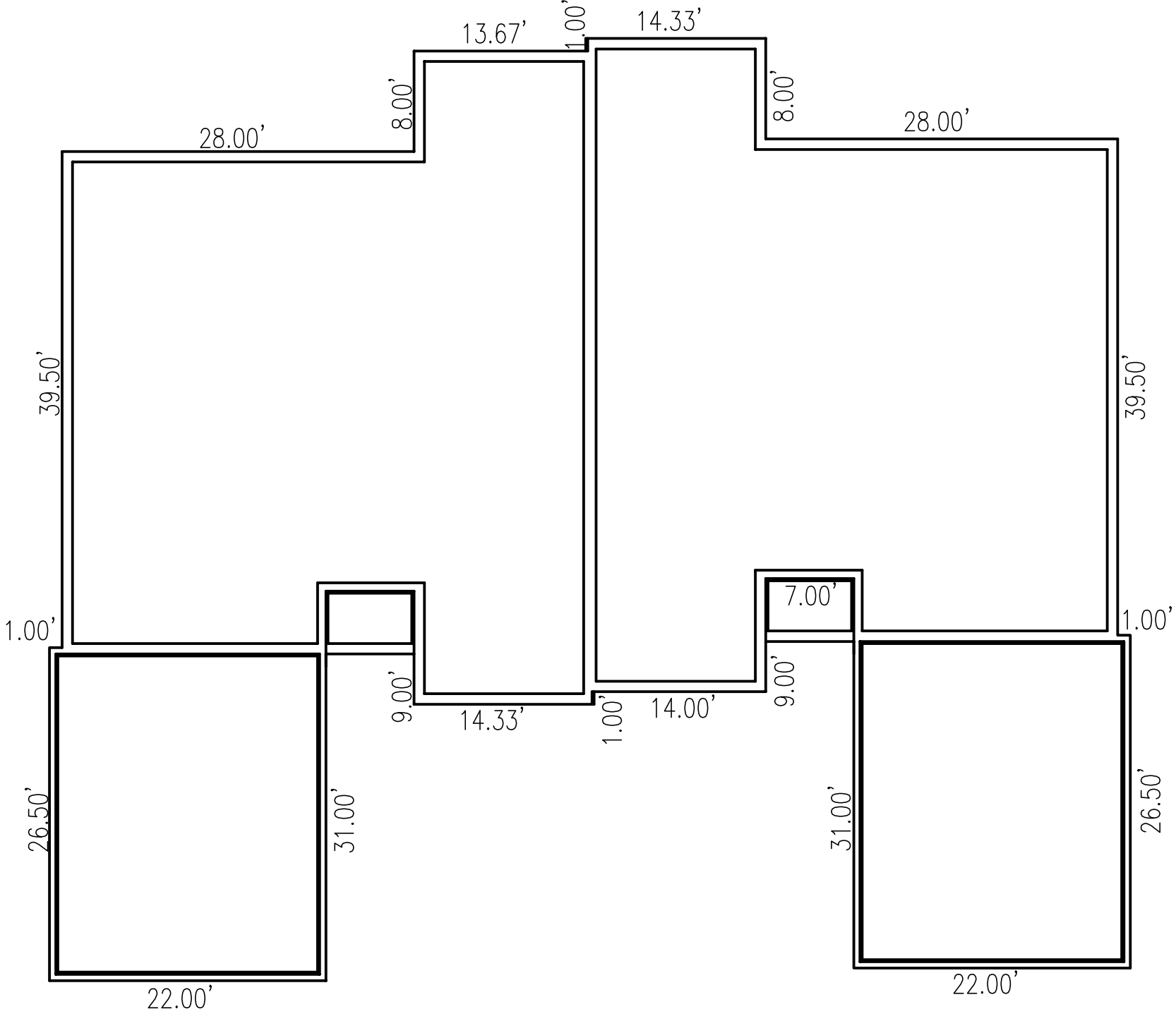
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STONE LAKE



UNIT 63

UNIT 64

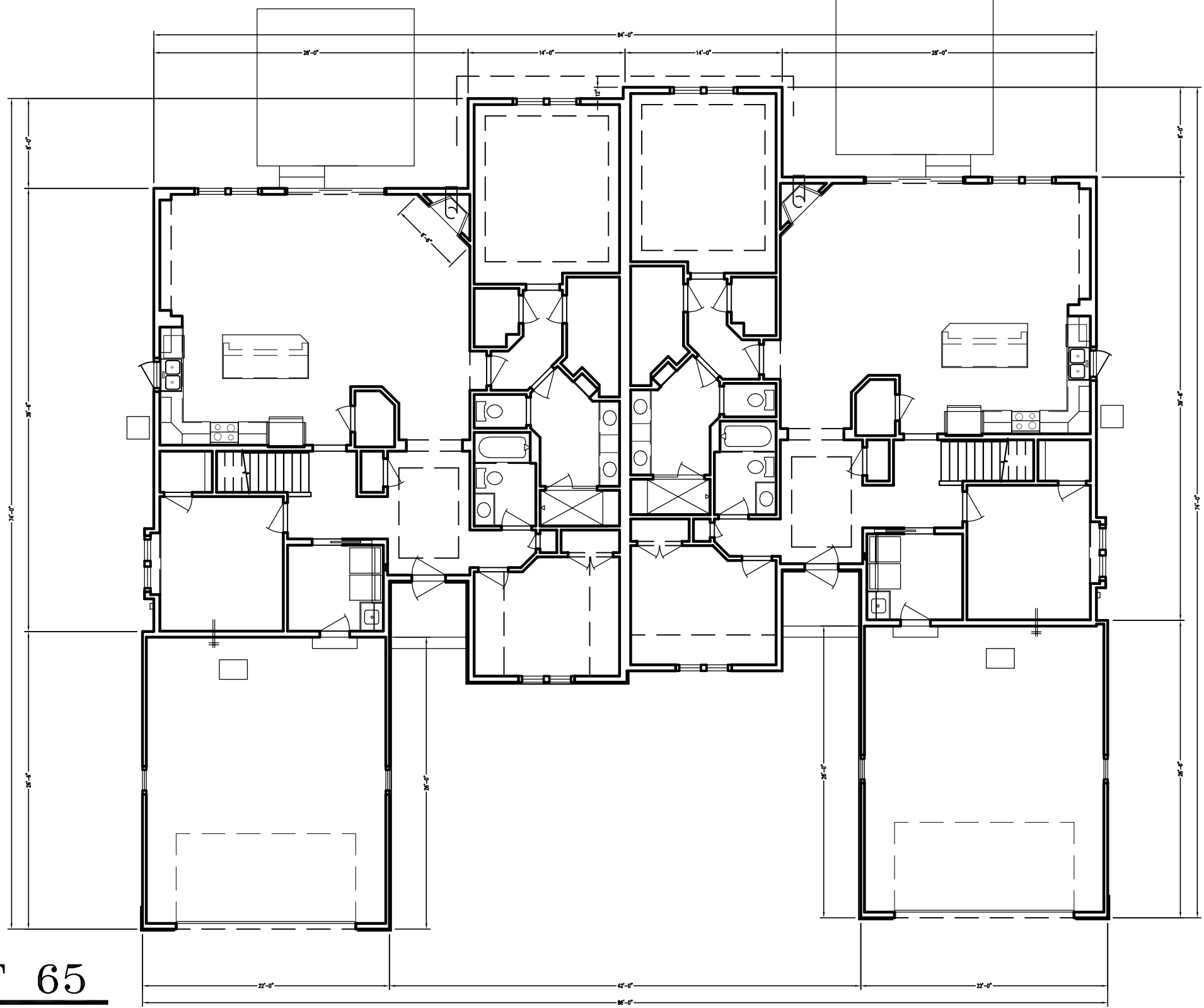
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 65

UNIT 66

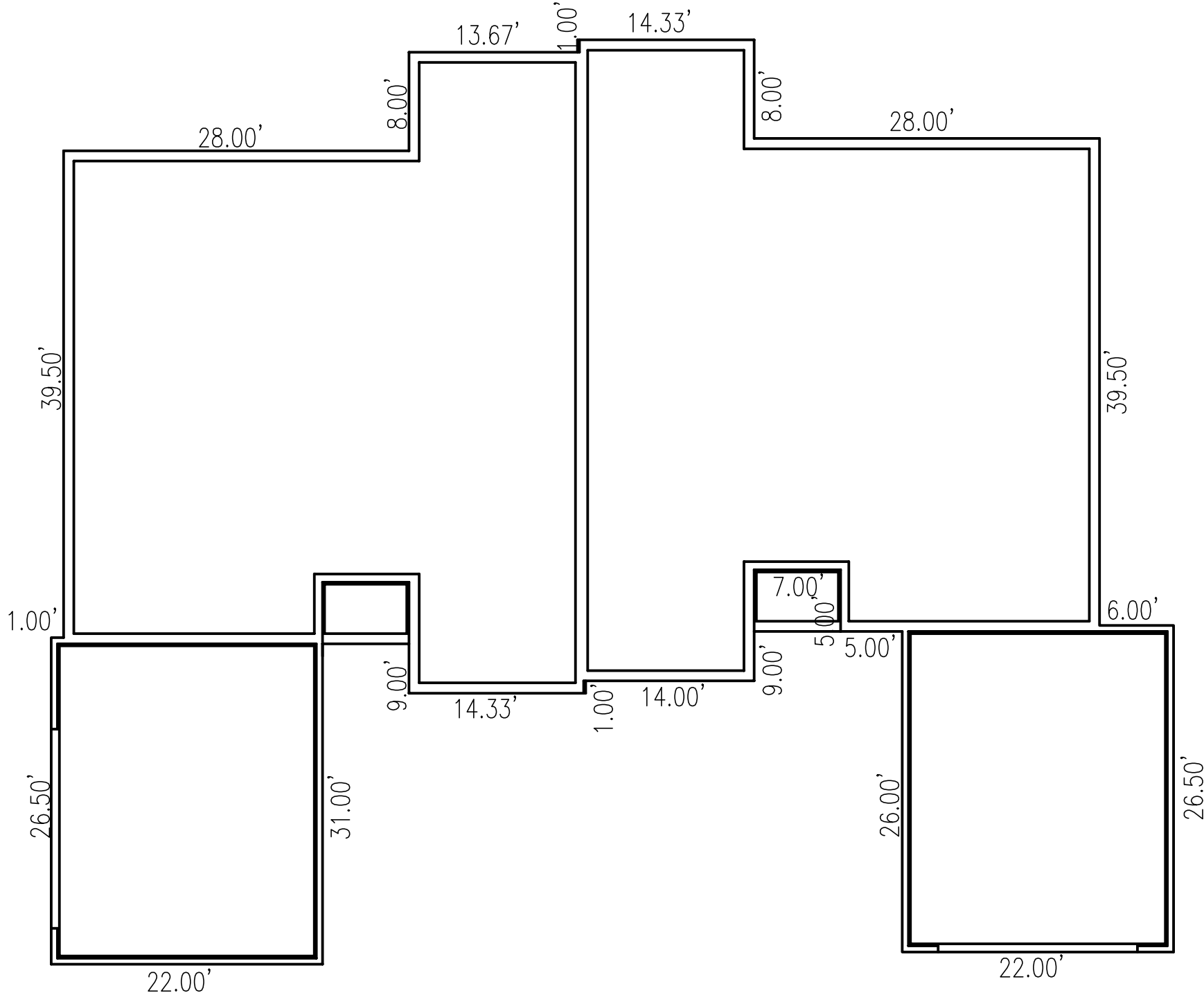
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STONE LAKE



UNIT 65

UNIT 66

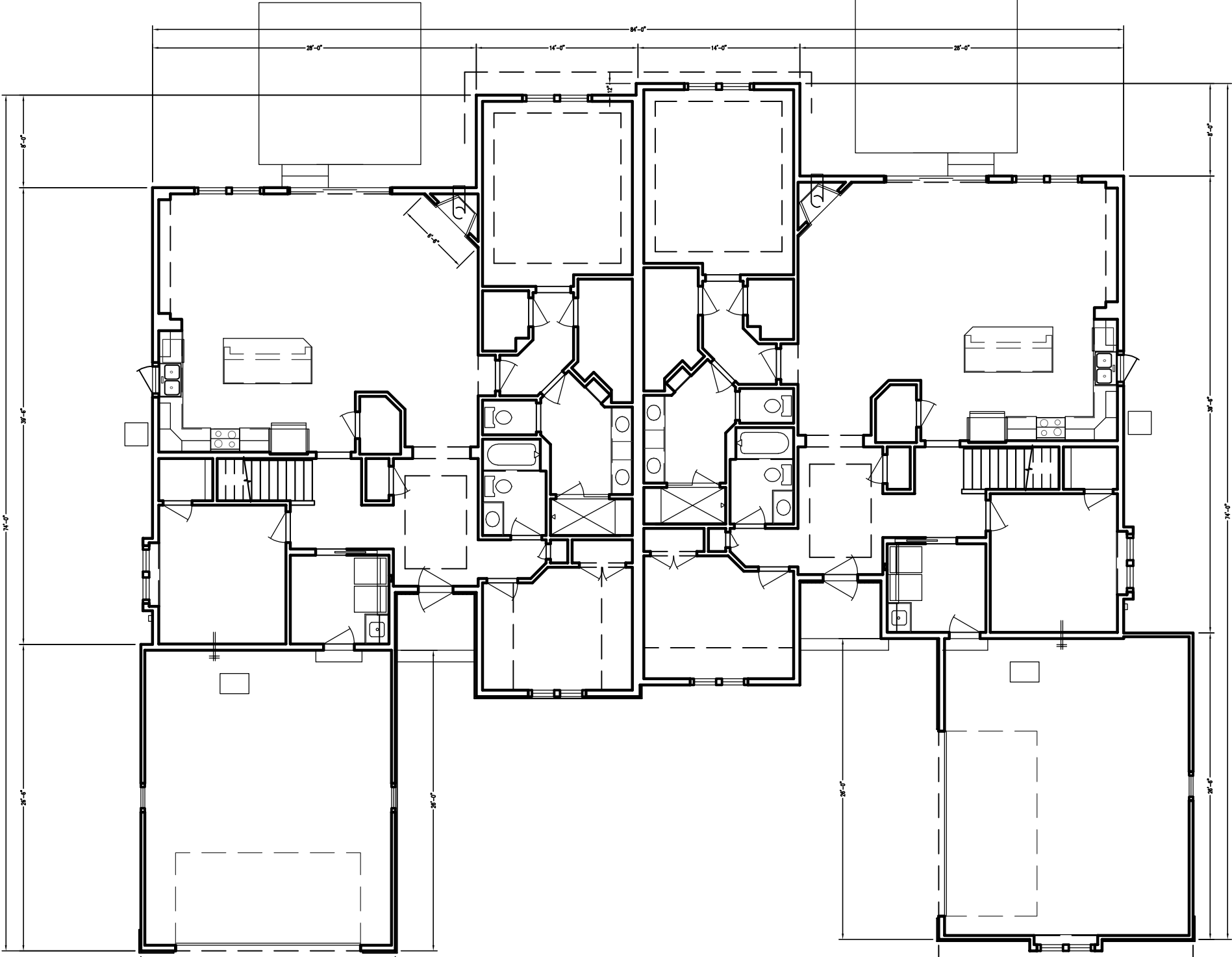
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 67

UNIT 68

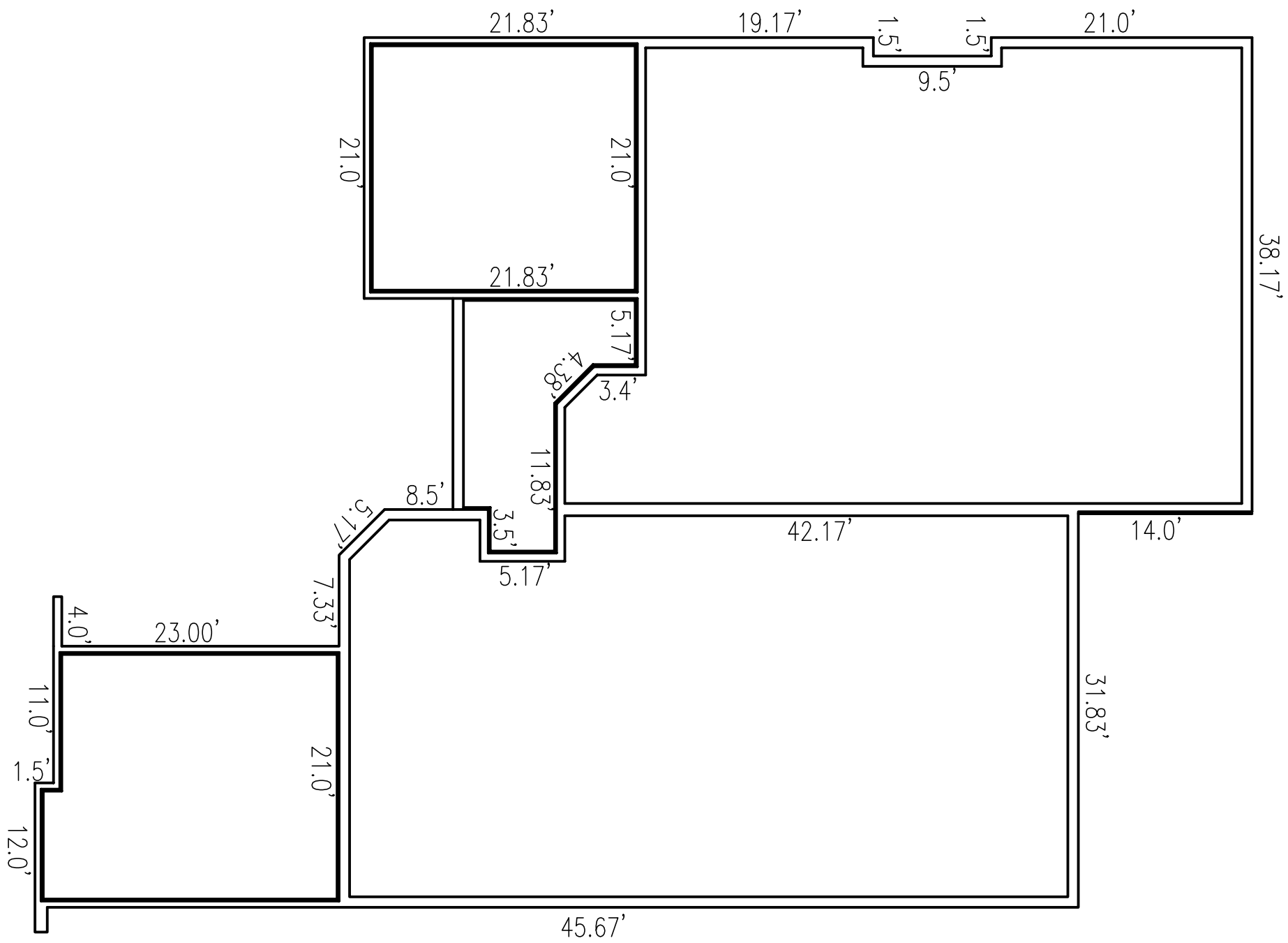
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 67

UNIT 68

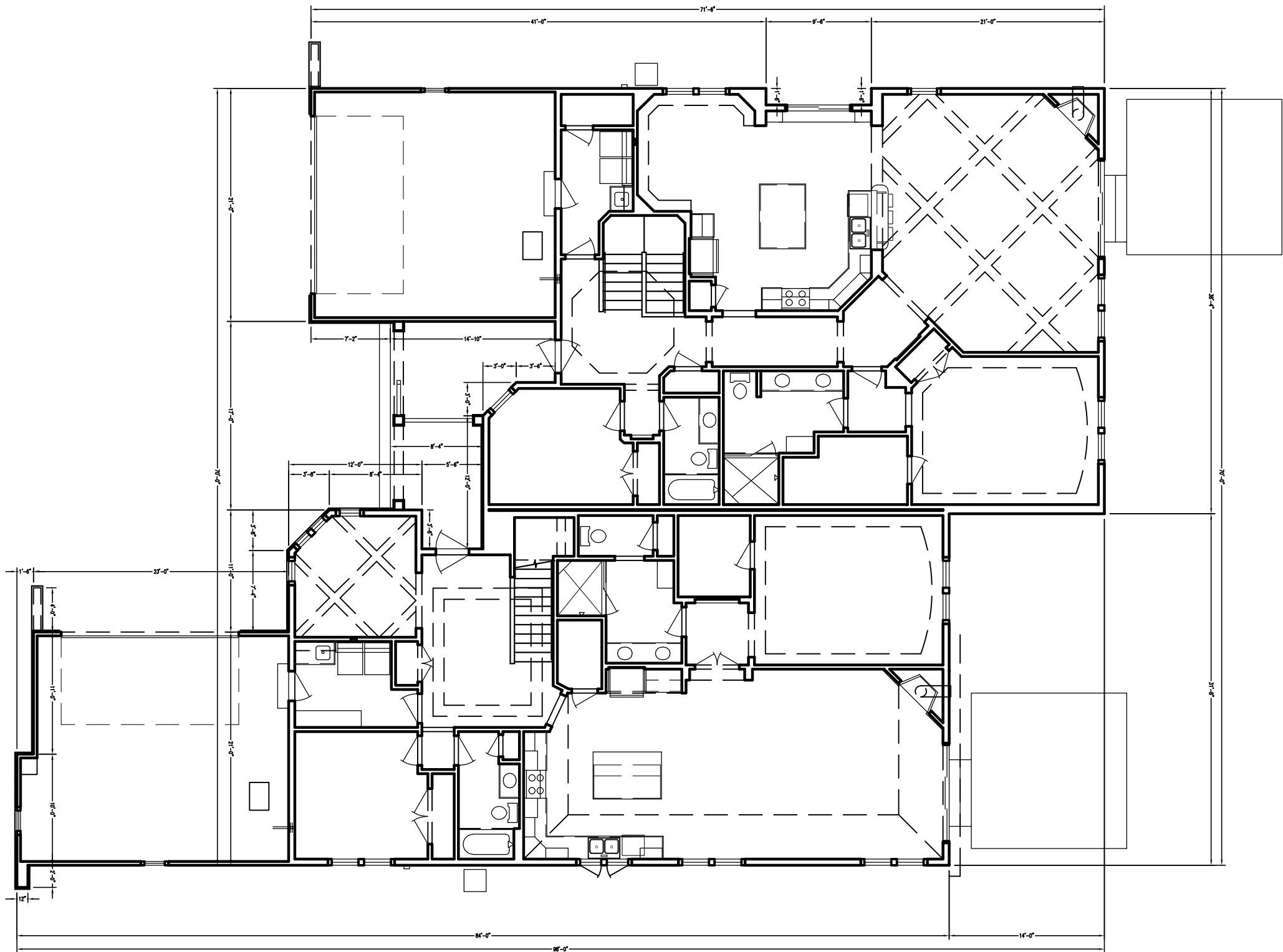
CONDOMINIUM PLAT OF
STONE LAKE



UNIT 69

UNIT 70

CONDOMINIUM PLAT OF
STONE LAKE



UNIT 69

UNIT 70

PLANNER REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: May 4, 2026

General Information:

Agenda Item: **6.D.**

Applicant:

Kate Schley d/b/a Coach House Homes

Property Owner:

Wendell Lee LLC in c/o Paula Motte

Request:

Recommendation to Common Council for approval of Eden Preserve Preliminary Plat and Planned Unit Development (PUD) Overlay rezoning.

Current Zoning:

Rs-5 Single-Family Residential District

Requested Zoning:

Rs-5 Single-Family Residential District w/ PUD Planned Unit Development Overlay District

Current Master Plan Classification:

Medium Density Residential

Surrounding Zoning/Land Use:

North: Rs-5 Single-Family Residential District

South: Rs-5 Single-Family Residential District

East: Rs-5 Single-Family Residential District

West: Rs-5 Single-Family Residential District

Lot Size:

1.78 acres (77,541 Sq. ft.)

Location:

W59 N367 Hilbert Avenue & W61 N394 Washington Avenue

Discussion:

Following multiple concept reviews by Plan Commission (January 5, 2026 & March 2, 2026) and Site & Architectural Review Board (July 24, 2025 and Sept 23, 2025), the applicant now submits an actionable request for preliminary plat and rezoning.

Owing to the typical constraints of an infill setting, the applicant proposes this project in the context of a Planned Unit Development (PUD) Overlay rezoning.

The plat is essentially consistent with the most recent feedback given by the Plan Commission at their meeting on March 2, 2026.

Summary of the proposed Preliminary Plat as Compared to the Rs-5 Single-Family Residential Zoning District:

Max Density in Rs-5 is 5.2 dwelling units per net buildable acre (NBA)

Applicant proposes:
3.9 dwelling units per NBA

Min req'd Rs-5 lot size is 8,400 sq. ft.

Applicant proposes*:

*Lot sizes in this plan are calculated to the outside edge of street pavement.

- Lot 1 9,572 sq. ft.
- Lot 2 9,585 sq. ft.
- Lot 3 9,572 sq. ft.
- Lot 4 9,550 sq. ft.
- Lot 5 7,993 sq. ft.
- Lot 6 8,116 sq. ft.
- Lot 7 7,998 sq. ft.

Min req'd Rs-5 building setbacks:

- Front / 25'
- Sides / 4'
- Rear / 25'
- Driveway side yard minimum / 3'

Applicant proposes:

(Private Street)*
 *Applicant proposes a minimum 15' building setback from the back-of-curb of the private street for all lots.
 All lots minimum 4' both sides
 All lots minimum 20'
 All lots to comply

Min req'd Rs-5 lot width at the setback is 50'

Applicant proposes*:

*Lot widths on this plat should be presented not as "frontage at the setback" but as lot width at the setback.

- (Private Cul de Sac Street)*
- Lot 1 TBD ft. (~ 46' per plan scale)
 - Lot 2 TBD ft. (~ 42' per plan scale)
 - Lot 3 TBD ft. (~ 56' per plan scale)
 - Lot 4 TBD ft. (~ 64' per plan scale)
 - Lot 5 TBD ft. (~ 55' per plan scale)
 - Lot 6 TBD ft. (~ 40' per plan scale)

Lot 7 TBD ft. (~ 68' per plan scale)

Min req'd Rs-5 home size:

Min total sq. ft. is 1,100 sq. ft.

1st floor min in a 2-story is 800 sq. ft.

Applicant proposes:

All lots to comply

All lots to comply

Principal Building Height Max in Rs-5 is 35'

Applicant proposes:

All lots to comply

Floor Area Ratio (FAR) Max in Rs-5 is 36%

Applicant proposes:

All lots to comply

Lot Coverage Ratio (LCR) Max in Rs-5 is 30%

Applicant proposes:

All lots to comply

None of the new lots will have 30 feet of frontage on a public street, a standard that can be waived by the Plan Commission upon a finding as set forth in [Section 14-1-90 of the Code - Variances and exceptions](#).

The items in red text above describe the extent to which the applicant requests relief from any specific standards of the Rs-5 Single-Family Residential Zoning District through PUD. The items in blue text above should be referenced as a part of the PUD, not as exceptions to the Rs-5 Zoning District standards but rather, as exceptions permitted in the context of a private street.

Additional terms to be included in the PUD to memorialize the specific intentions of this rezoning are:

- Each new structure proposed to be constructed in this development shall be subject to review and approval by the Site and Architectural Review Board prior to issuance of a building permit. Such review and approval shall be made in keeping with the standards and procedures set forth in Article F of the City Code as for 'Infill lots'.
- Compulsory landscaping shall be required in the rear yard setback area of each lot including not less than 1 deciduous tree (at least 2" caliper at chest height at planting) installed at spacing of not more than 40 feet center-to-center throughout the backyards of all lots in the plat. These trees shall be placed as not to interfere with the drainage/stormwater management system. The species of tree shall be proposed by the developer in consultation with an arborist, and approved by City staff.
- Compulsory landscaping shall be required in the front lawn/landscaping terrace area located between the back of curb and the sidewalk shall contain grass plus no less than 1 deciduous tree (at least 2" caliper at chest height at planting) installed at a spacing of not more than 40 feet center-to-center throughout the terrace area on both

sides of the street throughout the plat. The species of tree shall be proposed by the developer in consultation with an arborist, and approved by City staff.

- Compulsory landscaping for Outlot 1 and the center of the cul de sac bulb shall be designed by the applicant in consultation with a landscape architect and/or arborist and submitted to the City staff for approval.

Ozaukee County GIS - Aerial Map View EDEN PRESERVE



Recommendation:

If the Plan Commission is inclined toward a favorable recommendation to the Common Council in this matter, the Planner recommends the following conditions be attached thereto:

- 1) Applicant to make technical plat additions/modifications/corrections prior to Common Council review/consideration of this Preliminary Plat as follows:
 - a. Add Lot #'s.
 - b. Add Lot Square Footages to verify above.
 - c. Add vision clearance triangles (15' x 15') on both sides of private street intersection with Hilbert Avenue.
 - d. The 10.47-foot-wide strip of land to be retained by developer should be an Outlot.

- e. Eliminate “typical” references and provide all actual/absolute figures as to side/front/ rear setbacks, all easements, width of pavement, width of curbing, and width of lots at the setback.
 - f. The existing zoning note should read ‘Rs-5 Single-Family Residential District’ and the proposed zoning note should read ‘Rs-5 Single-Family Residential District with PUD Planned Unit Development Overlay District’.
 - g. The boundaries of Outlot 1 and Lot 1 are confusing as drawn. The entire private road isn’t clearly depicted as being in an Outlot. This needs to be cleaned up.
- 2) Prior to Final Plat consideration/approval, applicant shall:
- a. Satisfy any/all comments/objections as may be/been received from the Wisconsin Department of Administration Plat Review.
 - b. Design grading, drainage, erosion control, stormwater management, and sewer utility plans for review and approval by the City Engineer.
 - c. Design the detailed private street specifications, from back-of-curb to back-of-curb, for review and approval by the City Engineer and Fire Department.
 - d. Design electric and water utility plans for review and approval by the Cedarburg Light & Water Utility.
 - e. Grant back to the City and Cedarburg Light & Water Utility, all required easements for long term access, care, and maintenance over all public facilities.
 - f. Grant a public access easement over the street, terrace, and sidewalk, and all of Outlot 1.
 - g. Enter into a Development Agreement and a Stormwater Management/Maintenance Agreement with the City.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: W59N367 Hilbert Avenue, Cedarburg, WI 53012

APPLICANT/BUSINESSNAME: Coach House Homes, LLC

APPLICANT/BUSINESS ADDRESS: W63N671 Washington Avenue, Cedarburg, WI 53012

STATUS OF APPLICANT: OWNER AGENT BUYER OTHER _____

PHONE: 414-422-5952 EMAIL: Kate@coachhousehomes.com

PROPERTY OWNER (IF DIFFERENT): Paula Motte

PROPERTY OWNER MAILING ADDRESS: W59N457 Hilgen Avenue, Cedarburg, WI 53012

PROPERTY OWNER PHONE: 262-375-3350 PROPERTY OWNER EMAIL: _____

REQUEST FOR (CHECK ALL THAT APPLY):

- CONCEPT REVIEW
- SITE/ARCHITECTURAL PLAN APPROVAL
- SUBDIVISION PLAT OR CSM REVIEW
- ZONING DISTRICT CHANGE
- CONDITIONAL USE ZONING
- ANNEXATION REQUEST
- VARIANCE/BOARD OF APPEALS
- OTHER PUD

DESCRIBE REQUEST: Conditional Approval of PUD for a 7- Single Family Home, Fee Simple Development.

Coach House Homes is requesting the conditional approval of the proposed PUD and Preliminary Plat to be reviewed at the next Common Council Meeting on May 25th, 2026

PLEASE SUBMIT: **FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC**

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOCFEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: *Paula J Motte* *Kathryn Schley* DATE: 04.06.2026

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ _____ (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: _____

APPLICATION AND FEE RECEIVED BY: _____ PLAN COMMISSION MEETING DATE: _____

ATTACHMENTS (CHECK IF RECEIVED): FIVE DESCRIPTIONS FIVE FULL-SIZE SETS THIRTEEN PLAN SETS

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: _____

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

Eden Preserve

PRELIMINARY PLAT AND PUD PETITION



Presented by:

Coach House Homes, LLC and

KCB Architecture and Design

May 04, 2026

Land Development Proposal for "Eden Preserve"

An Exceptional Community in Historic Downtown Cedarburg

March 02, 2026

Overview

We propose the creation of *Eden Preserve*, a special, intimate, and thoughtfully designed pocket community located in the heart of downtown Cedarburg. Nestled just steps from Washington Avenue, this development will consist of seven custom homes blending historical Cedarburg architecture with modern amenities. Eden Preserve will appeal to growing families, as well as empty nesters, who value proximity to downtown, a strong sense of community, and updated living standards. This intimate community celebrates the historic charm, architectural integrity, and walkability that define Cedarburg.

Development Vision

- **Safety First:** Ensuring easy access for the Cedarburg Fire Department, a properly designed Cul-de-Sac, with required turning radius. The court will also promote a safe playing and community gathering area for the community.
- **Sense of Community:** The "Gathering Tree", centered in the Island, promotes the community gathering place of the Cul-de- Sac as well as to promote a sense of "pleasure/delight" aka "Eden".
- **Historic Architecture:** Uniquely designed Historical Homes, adorned with gas-lit coach lights; built with quality and natural materials. The homes will draw inspiration from early 20th-century architecture—Craftsman, Colonial Revival, and Victorian farmhouse styles—with character and charm.
- **Modern Living:** Interiors will include energy-efficient systems, functional floor plans, and natural quality finishes. Modern floorplans allowing for first floor living spaces, including potential first floor Master Suites, Mudroom, Laundry, and office space. Attached garages are key to Modern Functionality.
- **Fee Simple:** All Seven homes will be a part of a Fee Simple Ownership with an HOA to manage costs for maintaining the private drive and front green space.

Site Features

- **Number of Homes:** 7 single-family homes
- **Park-Like Green Space:** Green space at the entry, furnished with benches, and native plant landscaping for a cohesive transition from Hilbert Avenue into Eden Preserve.
- **Sidewalks:** A private sidewalk around the development, with crosswalk, will connect the neighborhood directly to Hilbert Avenue, making all of downtown Cedarburg's amenities easily accessible by foot or bicycle.
- **Street Tree's and Green Space:** a 5' width of terraced green space between curb and sidewalk will be lined with grass and tree's to mimic the surrounding neighborhood.
- **Private Driveway:** A shared private driveway, including the Cul du Sac, will be maintained and managed by the seven properties through a Fee Simple Community Plan.
- **Rear Tree Planting:** All lots will be required to plant 2" caliper trees every 50'.

Target Residents

- **Families:** Seeking walkable access to schools, parks, and community resources.
- **Empty Nesters:** Downsizing without compromising lifestyle or proximity to downtown, while achieving an "Aging-in-Place" home.
- **Community-Minded Residents:** Individuals and couples who value shared green spaces, social engagement, and local charm.

Planning and Zoning:

While the proposed development would require a Re-zoning as a Planned Unit Development, the design intent for the development is to create seven single family homes that contextually integrate into the surrounding single-family residential neighborhood and RS-5 Zoning:

Maintains the following RS-5 Zoning Requirements:

- ✓ Density- Under Density with 3.9 units per acre vs. 5.2
- ✓ All minimum required home sizes will be met, with all future homes to be larger than 1,100sf. All First Floor area shall be greater than 800sq, per R5 zoning. (The actual home sizes will be further designed and developed with the future owners/residents)

- ✓ All Seven lots meet the .30 ratio.
 - ✓ All Seven lots meet the FAR of less than .36
 - ✓ All Side Set Backs meet- 4' minimum required Side yard setback will be maintained on all parcels
 - ✓ Fire Safety- The required 45' radius turnaround space needed to accommodate fire rescue vehicles.
-

Planned-Unit Development Requested Necessities:

The following Zoning Modification Requests are critical to the development. While each custom home design will be presented to the SARB Board for future review, Eden Preserve is seeking the following Zoning adjustments:

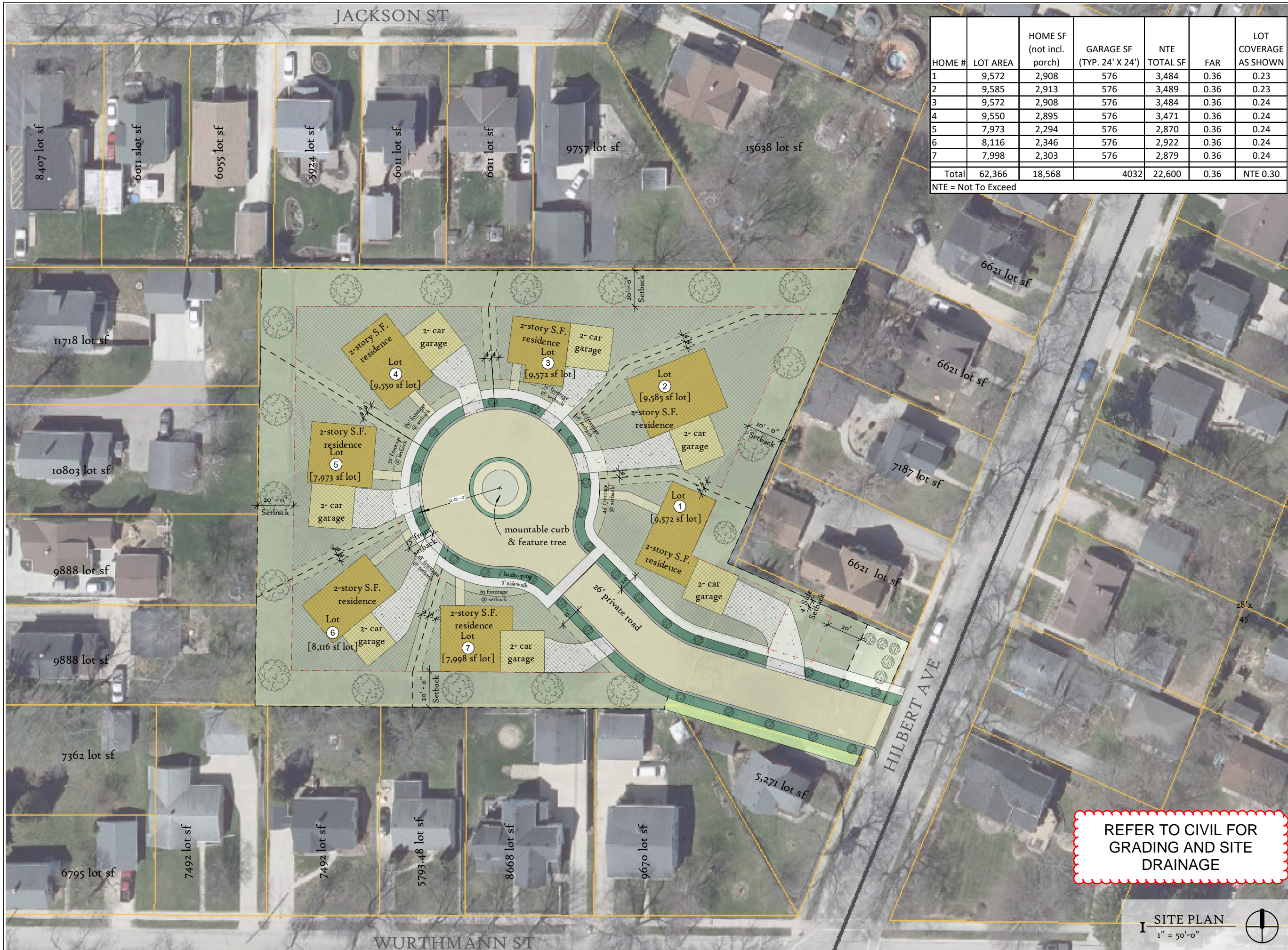
- I. **Minimum Lot Sizes-** Three of the lots do not meet the current minimum lot size requirement due to the uniqueness of the infill lot. Lots 7, 6 and 5. However, it is important to note that a majority of the adjoining existing lots do not meet the current code as well.

Home Sizes: The proposed home sizes are “space savers” for potential homeowners. While each lot on the plan is showing a potential footprint, each of these homes will be custom designed to homeowner’s needs.

- I. These potential home sizes may range from 2000-2913.
 - II. The largest homes assume all square footage would be livable space, however that does not include the potential of larger garages, storage bays, or 3 season porches.
 - a. Ie: Lot 2 could potentially have a 600 sq. foot rear enclosed porch and 100 sq. foot storage bay, leaving only a 2200 sq. foot livable home.
-

Conclusion

Eden Preserve will be more than a housing development—it will be a true neighborhood. With its blend of historical character, quality building materials, modern amenities, and community-focused design, this quaint community will enrich Cedarburg’s downtown and serve as a model for thoughtful, human-scale development. Truly highlighting Coach House Home’s motto of “Bringing Character Back to Construction”!



HOME #	LOT AREA	HOME SF (not incl. porch)	GARAGE SF (TYP. 24' X 24')	NTE TOTAL SF	FAR	LOT COVERAGE AS SHOWN
1	9,572	2,908	576	3,484	0.36	0.23
2	9,585	2,913	576	3,489	0.36	0.23
3	9,572	2,908	576	3,484	0.36	0.24
4	9,550	2,895	576	3,471	0.36	0.24
5	7,973	2,294	576	2,870	0.36	0.24
6	8,116	2,346	576	2,922	0.36	0.24
7	7,998	2,303	576	2,879	0.36	0.24
Total	62,366	18,568	4032	22,600	0.36	NTE 0.30

NTE = Not To Exceed

REFER TO CIVIL FOR
GRADING AND SITE
DRAINAGE

I SITE PLAN
1" = 50'-0"



Coach House Homes
W63N671 Washington Avenue,
Cedarburg, WI, 53012
PHONE: (414) 422-5952
EMAIL: kate@coachhousehomes.com
WEB: www.coachhousehomes.com



KCB Architects
400 E. Wisconsin Ave #205,
Milwaukee, WI 53202
PHONE: (608) 669-4923
EMAIL: keith@kcb-architects.com
WEB: www.kcb-architects.com

PROJECT:
Eden Preserve
W59N367 Hilbert Ave
Cedarburg, WI 53012

CONCEPT SITE PLAN

DATE: 02/17/2026
SCALE: 1" = 50'-0"

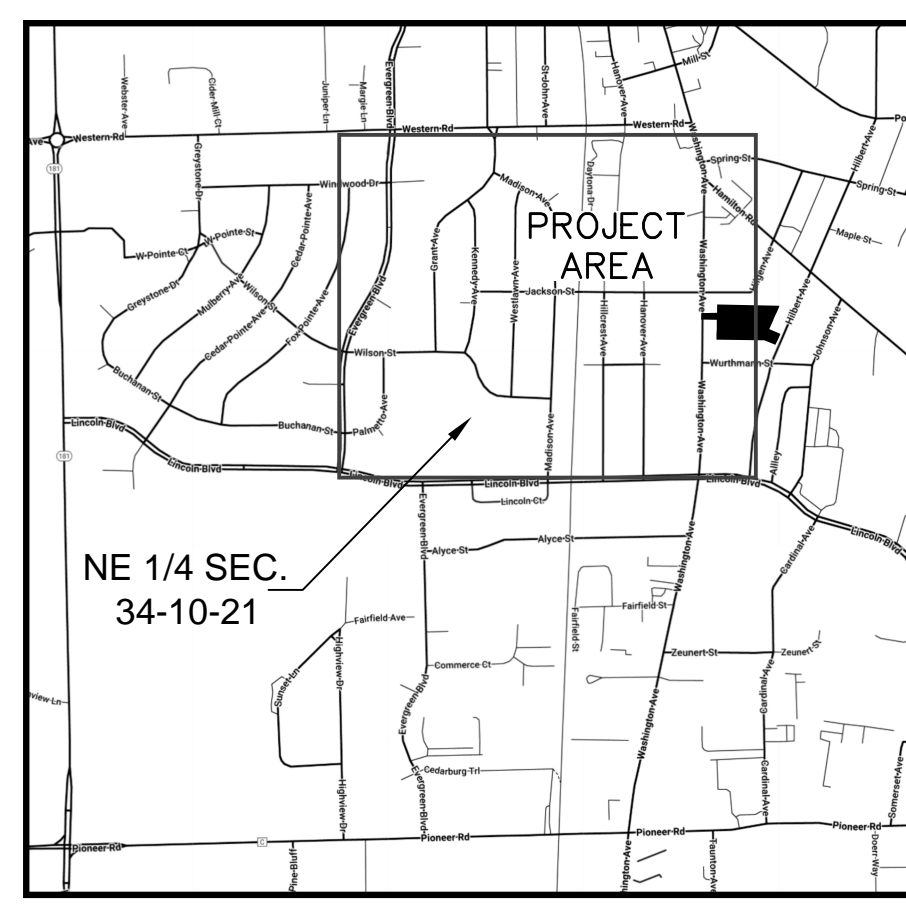
A-100

EDEN PRESERVE PRELIMINARY PLAT

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AND PART OF THE PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, ALL IN TOWN 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

CONTAINING 75,995 SQUARE FEET /
1.745 ACRES OF LAND, MORE OR LESS.
EXISTING ZONING: Rs-5
PROPOSED ZONING: PUD

NOTE:
PER FEMA FLOOD INSURANCE RATE MAP,
MAP NUMBER: 55089C0186G, EFFECTIVE
DATE: JULY 31, 2024, THE AREA INCLUDED
WITHIN THE BOUNDARY OF THIS PLAT LIES
WITHIN ZONE "X", AREA OF MINIMAL FLOOD
HAZARD.



VICINITY MAP
NOT TO SCALE

BEARINGS ARE REFERENCED TO WISCRS
NAD83 (2011) - SOUTH ZONE
VERTICAL DATUM IS NAVD 88



Toll Free (800)242-8511
Milwaukee Area (414)259-1811
Hearing Impaired TDD (800)542-2289
www.DiggersHotline.com

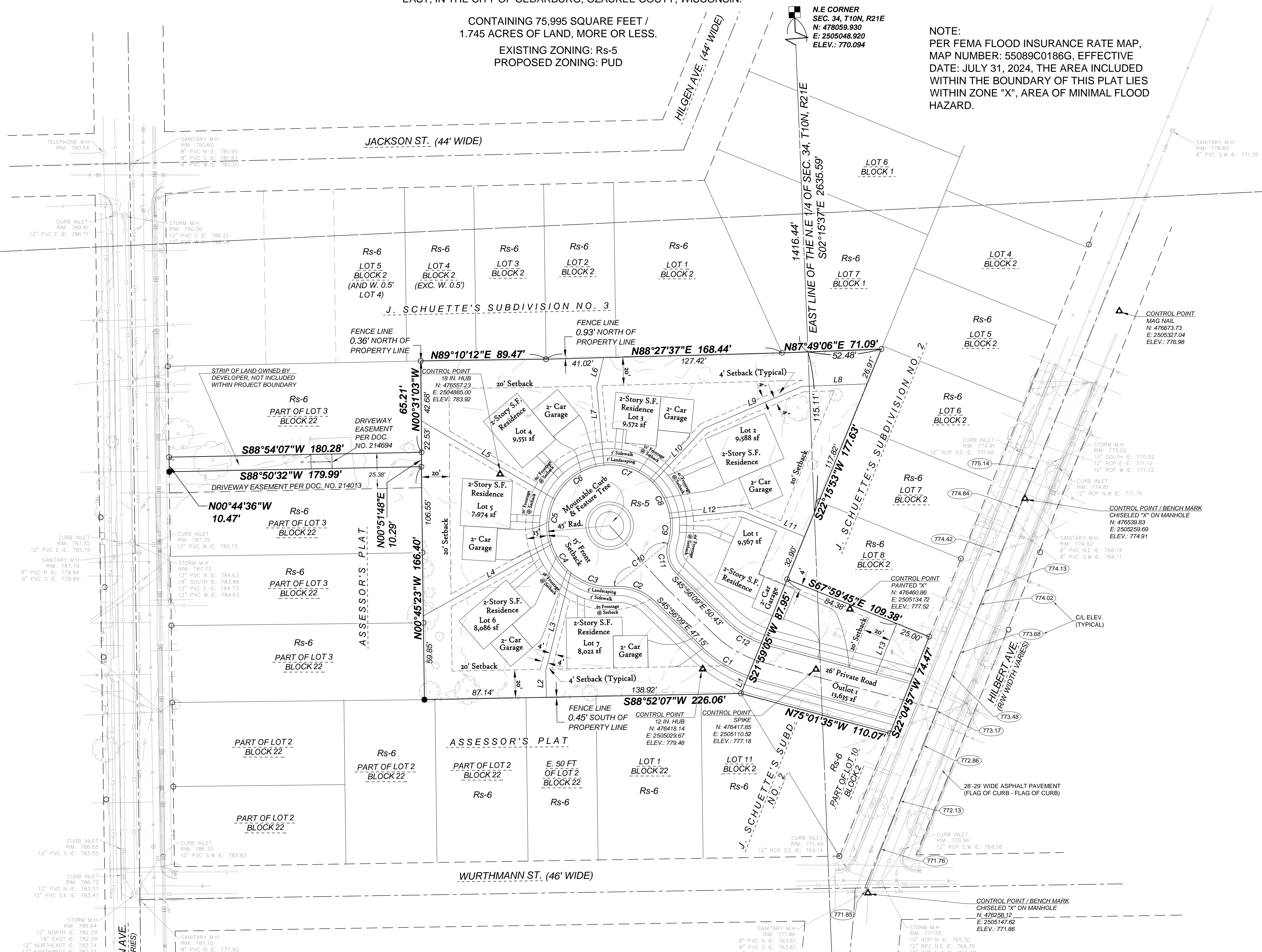
REGISTERS HOTLINE TICKETS:
20253709532, 20253709542, 20253709591, 20253709600,
20253709626, 20253709630, 20253709661, 20253709654.

ALTHOUGH DIGGERS' HOTLINE WAS NOTIFIED THIS SURVEY DOES NOT GUARANTEE THAT ALL UTILITIES HAVE BEEN LOCATED ON SITE. SOME OF THE UTILITIES MAY HAVE BEEN DRAWN IN PER PLAN BASED ON MAPS RECEIVED FROM MEMBERS NOTIFIED. LACKING EXCAVATION THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

LEGEND

- ▲ = BENCH MARK
- = CONTROL POINT
- = 1" IRON PIPE O.D. FOUND OR AS NOTED
- = 1-1/4" O.D. x 18" LONG IRON PIPE SET, WEIGHING 1.68 LBS./FT.
- = SECTION CORNER MON.
- (R.A.) = RECORDED AS
- O.D. = OUTSIDE DIAMETER
- ⊕ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊕ = SPOT ELEVATION
- ⊕ = BUSH, SHRUB
- ⊕ = POLE/POST/BOLLARD
- = BOULDER
- = PULLBOX
- ⊕ = MANHOLE TYPE NOTED
- ⊕ = SANITARY SEWER MANHOLE
- ⊕ = STORM SEWER MANHOLE
- ⊕ = ELECTRIC MANHOLE
- ⊕ = TELEPHONE MANHOLE
- ⊕ = WATER MANHOLE
- ⊕ = UTILITY METER
- ⊕ = GUY WIRE POLE
- ⊕ = LIGHT POLE
- ⊕ = PEDESTAL
- ⊕ = POWER POLE
- ⊕ = INLET
- ⊕ = CURB INLET
- ⊕ = GAS VALVE
- ⊕ = LIGHT POLE WITH MAST
- ⊕ = TREE (CONIFEROUS) DRIP LINE SCALABLE
- ⊕ = TREE (DECIDUOUS) DRIP LINE SCALABLE
- ⊕ = CLEANOUT
- ⊕ = FLAG POLE
- ⊕ = UTILITY MARKER POST
- ⊕ = SIGN ON POST
- ⊕ = UTILITY CONTROL BOX
- ⊕ = UNKNOWN UTILITY VALVE
- FL, EL. = FIRST FLOOR ELEVATION
- ⊕ = BUILDING OUTLINE
- 3 --- = MINOR CONTOUR
- 5 --- = MAJOR CONTOUR
- = FENCE
- = BEAM GUARD
- = CHAINLINK FENCE
- = WOODED AREA/SHRUB EDGE
- W --- = WATER MAIN
- ST --- = STORM SEWER
- SAN --- = SANITARY SEWER
- G --- = NATURAL GAS MAIN
- T --- = UNDERGROUND TELEPHONE
- E --- = UNDERGROUND ELECTRIC
- OH --- = OVERHEAD UTILITY LINES
- FO --- = UNDERGROUND FIBER OPTIC
- TV --- = UNDERGROUND CABLE TV
- C --- = COMMUNICATION CONDUIT
- (P) --- = UTILITIES PER PLAN
- ⊕ = ASPHALT SURFACE
- ⊕ = CONCRETE SURFACE
- ⊕ = GRAVEL/SAND/CRUSHED AGG. SURFACE

OWNER:
Wendell Lee, LLC
W61N394 Washington Ave.,
Cedarburg, WI 53012



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CH. LENGTH	CH. BEARING	TAN. BEARING IN	TAN. BEARING OUT
C1	94.50'	23°39'27"	39.02'	38.74'	N57°45'52"W	N69°35'36"W	N45°56'09"W
C2	37.50'	48°22'21"	31.66'	30.73'	N70°07'19"W	N45°56'09"W	S85°41'31"W
C3	43.50'	43°47'56"	33.25'	32.45'	N72°24'31"W	S85°41'31"W	N50°30'33"W
C4	43.50'	32°41'00"	24.81'	24.48'	N34°10'03"W	N50°30'33"W	N17°49'33"W
C5	43.50'	43°40'58"	33.17'	32.37'	N04°00'56"E	N17°49'33"W	N25°51'25"E
C6	43.50'	58°48'17"	44.65'	42.71'	N55°15'33"E	N25°51'25"E	N84°39'42"E
C7	43.50'	50°20'30"	38.22'	37.00'	S70°10'03"E	N84°39'42"E	S44°59'49"E
C8	43.50'	37°55'15"	28.79'	28.27'	S26°02'11"E	S44°59'49"E	S07°04'34"E
C9	43.50'	23°43'49"	18.02'	17.89'	S04°47'21"W	S07°04'34"E	S16°39'15"W
C10	43.50'	290°57'45"	220.90'	49.30'	S51°10'23"W	S85°41'31"W	S16°39'15"W
C11	21.00'	62°35'24"	22.94'	21.82'	S14°38'27"E	S16°39'15"W	S45°56'09"E
C12	69.50'	29°05'27"	35.29'	34.91'	S60°28'52"E	S45°56'09"E	S75°01'35"E

LINE TABLE

L1	S 21°59'05" W	13.48'
L2	N 01°35'00" W	18.99'
L3	N 14°25'00" E	72.23'
L4	N 60°51'42" E	104.90'
L5	S 59°34'37" E	110.57'
L6	S 12°55'51" W	21.69'
L7	S 05°21'46" E	55.83'
L8	S 87°49'06" W	46.56'
L9	S 66°46'12" W	76.01'
L10	S 43°24'42" W	53.35'
L11	N 67°44'07" W	48.15'
L12	S 84°19'38" W	51.68'
L13	S 22°04'57" W	39.31'

7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
kapurinc.com

PROJECT:
THE PROMINADE

LOCATION:
**W61N394 WASHINGTON AVE.,
CEDARBURG, WI 53012**

CLIENT:

RELEASE:
PRELIMINARY PLAT

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE: 1" = 30'

SEAL:

all in

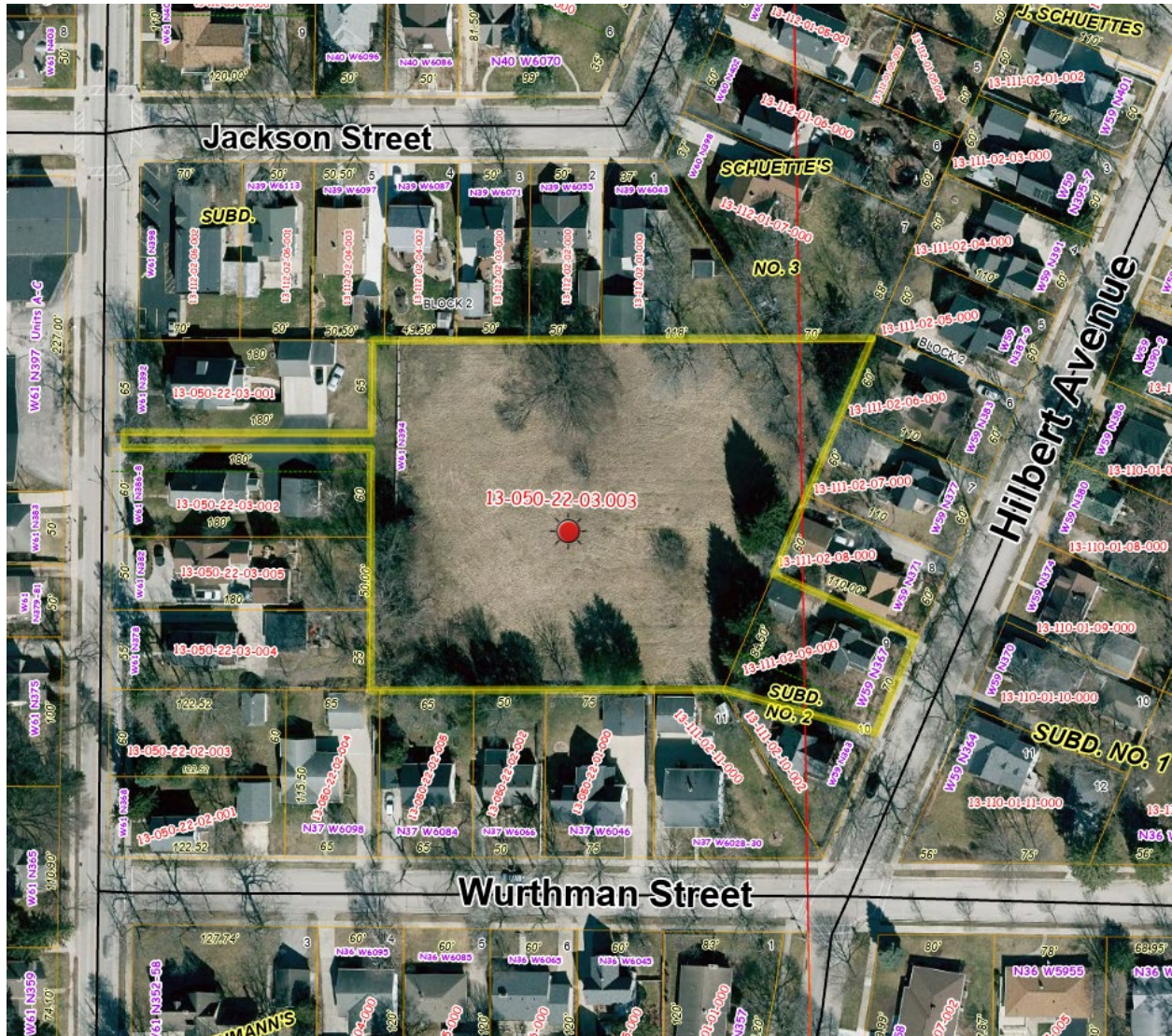
SHEET:
PRELIMINARY PLAT

PROJECT MANAGER: T.P.
PROJECT NUMBER: 25.0921
DATE: 04/01/2026

SHEET NUMBER:
1

FILENAME: S:\Sita\Design\Coach House Homes LLC\250921_The Prominade Cedarburg\Survey\DWG\250921_Preliminary_Plat.dwg

Ozaukee County GIS Aerial Map View 2024 - Eden Preserve (f/k/a The Promenade) Infill
Redevelopment by Coach House Homes



PLANNERS REPORT

To: City of Cedarburg Plan Commission

By: Mary Censky

Date Prepared: May 4, 2026

General Information:

Agenda Item: 6.E.

Applicant:

City initiated item

Request:

Review, discussion and possible recommendation to the Common Council regarding updates to Chapter 1 of the City of Cedarburg Smart Growth Comprehensive Land Use Plan-2025

Discussion:

The Planner will review proposed changes to Chapter 1 – Issues and Opportunities. The Plan Commission will discuss, attempt to reach consensus on acceptance of changes to be made, and possibly make a recommendation to the Common Council.

CHAPTER 1
ISSUES AND OPPORTUNITIES

66.1001 (2) (A) Wis. Stat.

Issues and Opportunities Element. Background information on the local governmental unit and a statement of overall objectives, policies, goals and programs of the local governmental unit to guide the future development and redevelopment of the local governmental unit over a 20-year planning period. Background information shall include population, household and employment forecasts that the local governmental unit uses in developing its comprehensive plan, and demographic trends, age distribution, educational levels, income levels, and employment characteristics that exist within the local governmental unit.

The purpose of a comprehensive planning policy is to promote orderly and beneficial development, helping to create a community that offers residents a more attractive, efficient, and satisfying environment in which to live. Such an environment can be realized in part by creating a financially sound governmental structure, providing good schools, a variety of community facilities and services, efficient land use and transportation systems, and encouraging sufficient employment opportunities and adequate, affordable housing.

The planning process involves understanding the various physical, economic, and social issues within the City. It examines where the City has been, where it is now, what goals or targets the City hopes to achieve, and what actions are necessary to reach those goals. A successful planning program will provide the direction needed to manage future growth by offering guidelines to government leaders, private enterprises, and individuals so that development related decisions are sound, practical and consistent. This Chapter will provide background information pertaining to the City of Cedarburg that will help define achievable objectives, goals, policies, and programs.

History of Cedarburg

The territory which eventually became Cedarburg began to be settled in the mid-nineteenth century after the establishment of a military road between Green Bay, Milwaukee and Chicago. This road provided easy access to the area which, coupled with fertile lands for farming and timber for construction, led to the initial settlement and development of Cedarburg. The City was

founded as a principal trade center for nearby farms. Moreover, the meandering Cedar Creek offered a source of power for the grist mills, saw mills, planing mills and woolen mills which provided a fine opportunity for settlement along its banks. The original farms and stores were soon augmented by an industrious population which pushed the City eastward as it extended along the banks of Cedar Creek.

A separate settlement had been established at nearby Hamilton, and although some of the original buildings, dated in the 1860's and 1870's, are still standing, the settlement never survived as a community unto itself. From its early beginnings, Cedarburg grew to become the residential and trading center of Ozaukee County. The extension of the Milwaukee and Northern Railroad and the Cedarburg-Milwaukee Plank Road further increased the importance of Cedarburg as both a residential and trading community. By 1892, the City was an established commercial and industrial center. Among the principal industries of the day were the Cedarburg Brewery, the Hilgen Manufacturing Company, the Frank Chicory Company, the Cedarburg Wire and Nail Factory, and several woolen mills. Many of the early stone buildings are still standing today and serve as a proclamation to the determination and solidarity with which Cedarburg was founded.

Hilgen Springs Park, located at the east end of Spring Street, was famous throughout southern Wisconsin as a summer resort and pleasant retreat. Principal transportation was afforded the park over the Milwaukee and Northern Railroad. At the other end of the City, the Fair Grounds had been developed and was the scene of many activities in Cedarburg prior to the turn of the 20th century. These fairgrounds remain as an activity center today.

Early development in Cedarburg took place in three distinct areas. One of these was to the north between present Washington Avenue and St. John Avenue. The second area was between Bridge Road and Columbia Road and from Cedar Creekeastward to Jefferson Avenue. The third area was located between Spring Street and Hamilton Road eastward to the railroad tracks. The steady residential growth of Cedarburg has expanded these areas in all four directions to the present limits of the City.

Churches have always played an important part in the lives of the people of Cedarburg. By the late 1880's, four individual churches occupied prominent positions in the City. These included St. Francis Borgia Catholic Church, which stands watch over downtown Cedarburg at the south, and three Lutheran churches; The Evangelical Immanuel Lutheran Church located on Washington Avenue, The Antiochian Orthodox Church located on Cleveland Street and The Evangelical "Dreifaltigkeits Kirche", located on Columbia Road.

The hotel business in early Cedarburg was an active one. There were six hotels scattered throughout the City, generally along Washington Avenue in the downtown area and on the east side along the railroad tracks near the railroad station which stood north of Spring Street. However, due to the advancement of the automobile and rapid travel, several of the hotels were converted to other uses, or abandoned altogether.

With the advancement in the automobile came changes in the style and character of development in the City of Cedarburg. Residential development moved further away from the downtown area and commercial development became automobile oriented and less pedestrian friendly. One can easily see these changes by comparing the downtown commercial district where building location better serves pedestrian traffic as they are close to public sidewalks and streets, with the commercial area along the south end of Washington Avenue where buildings are separated from public sidewalks and streets by large expanses of parking lots.

Other Local Plans

In recent years, there have been various plans prepared for/about the City of Cedarburg. These include:

-
- [Smart Growth Comprehensive Land Use Plan-2025 – Feb. 2008](#)
- City of Cedarburg Housing Data Report – September 2024
- Intergovernmental Agreement – City/Town of Cedarburg July 7, 2021
- Cedarburg School District Community Growth & Enrollment Projections Report 2024-2040
- Joint City of Cedarburg and Town of Cedarburg Traffic & Access Planning Study – April 2025
- [City of Cedarburg Police & Fire Departments Facilities Study Update – March 2025](#)

- [Strategic Work Plan – 2024 to 2029](#)
- [City of Cedarburg Comprehensive Outdoor Recreation Plan 2025 – 2030](#)

Historic and Projected Population Growth

The City’s historical and projected population growth is shown in Table 1.1. This information shows the City’s actual population growth from 1880 to 2020 based on US Census data. Note that, over the past 50-years (1970 – 2020), the City’s average annual rate of population increase is .958%..

Using the 2020 US Census Data as compared to the Wisconsin Department of Administration (DOA) Population Estimate for 2024, it appears the City experienced a 1.64% annual growth rate over the 4-year period 2020-2024. The DOA is required to make population projections every ten years based on the latest US Census data (Ref [Wisconsin Department of Administration Population Estimates Methodology](#)).

Table 1.1 also shows the population trends and projections for the years 2030-2050.

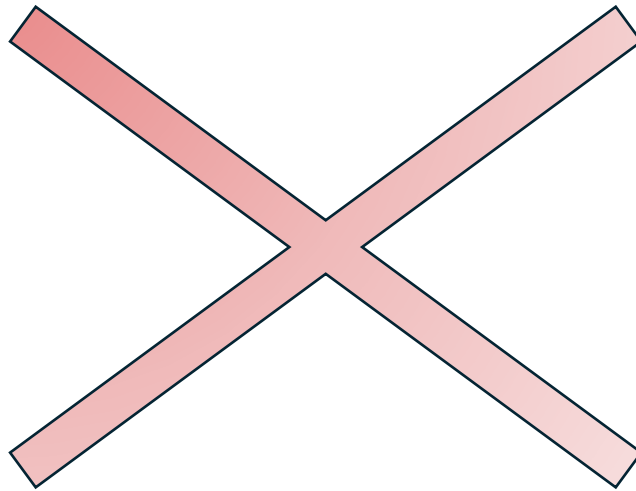
The DOA’s projection of a municipality’s population is generally made by means of linear extrapolation, a method which assumes that the annual amount of future population change will be similar to the annual amount of past population change. In this method, an annual average population change is calculated and applied to a base-year population. Consequently, the 2030-2050 population projections are based on an annual average change based on past growth. The State’s method projects that the City would have a population of 14,746 in the year 2050. The State’s methodology does not take into consideration unique local factors such as desirability of the community, ability to attract more than an average share of a metropolitan housing market, a historic, robust, entertaining and walkable downtown, and the desirability of local school districts, which are considered to be among the factors that drive population change/growth in Cedarburg.

Note on Table 1.1 that the projected population increase for the years 2020 to 2050 is based on a 1% annual increase. The 2024 Cedarburg Housing Report (Ref Appendix B), using a slightly different population forecast methodology, established population projections of 2030/14,051, 2035/ 15,211, and 2040/16,289 for the City of Cedarburg.

3/26/2004

Figure 1.1: Issues and Opportunities

Table 1.1 shows more detailed information regarding the City of Cedarburg's historical population growth for the decades between 1880 and 2020. It also identifies the population projections through 2050 using a 1% annual growth factor from 2020 through 2050.



HISTORIC AND PROJECTED POPULATION CHANGE

TABLE 1.1				
Historical Population Growth Rates of the City of Cedarburg				
	POPULATION	NET POP. INCREASE	% INCREASE	ANNUAL
YEARS		PER DECADE	PER DECADE	% INCREASE
1880-1890	1,361 (1890)	--	--	--
1890-1900	1,626 (1900)	265	19.47%	1.95%
1900-1910	1,777 (1910)	151	9.29%	0.93%
1910-1920	1,738 (1920)	-39	-2.19%	-0.22%
1920-1930	2,055 (1930)	317	18.24%	1.82%
1930-1940	2,245 (1940)	190	0.09%	0.01%
1940-1950	2,810 (1950)	565	25.17%	2.52%
1950-1960	5,191 (1960)	2,381	84.73%	8.47%
1960 - 1970	7,697 (1970)	2,506	48.28%	4.83%
1970 - 1980	9,005 (1980)	1,308	16.99%	1.70%
1980 - 1990	9,895 (1990)	890	9.88%	0.99%
1990 - 2000	10,908 (2000)	1,013	10.24%	1.02%
2000 - 2010	11,412 (2010)	504	4.62%	0.46%
2010 - 2020	12,121(2020)	709	6.21%	0.62%
2020-2024*	12,914 (2024)*	793*	6.54%	1.64%
2020-2030	13,122 (2030)	1,001	8%	1%
2030-2040	14,019 (2040)	897	7%	1%
2040-2050	14,746 (2050)	727	5%	1%

Gray Highlight - Source US Census Data
Yellow Highlight - Source Wisconsin Department of Administration Population Projections
 * - Period less than 10 years

Demographic Trends

Population Growth

The residential population of the City of Cedarburg was 12,121 persons in 2020, compared to 11,412 in 2010, an increase of 709 persons or 6%. . In relative terms, the residential population of Ozaukee County in 2010 was 82,317 persons, as compared to 91,503 persons in 2020, an increase of 9,186 persons or 11%. The rate of population growth in the City from 2010 to 2020 was nearly half that of the County. The City's share of Ozaukee County's population continues to be relatively consistent being 13.2% in 2010 and 13.5% in 2020..

Age Distribution of Population

Table 1.2 shows the number of City residents within specified age groups for Census years 2000 and 2020 , as compared to similar information for Ozaukee County and the State of Wisconsin. The age groups are shown in various increments to reflect how the numbers increase or decrease over the Census years.

Growth in the City population over the past 20 years was accompanied by a change in the age composition. Among the five-year age groups, change over the past twenty years is notable in the 35 to 44 year age group, having dropped from 18% in 2000 to 13% in 2020, and in the 45 to 64 year age group, having risen from 24% in 2000 to 30% in 2020..

Even though the City of Cedarburg has seen a decrease in the younger brackets of the ‘middle-aged’ categories (i.e. age 40 to 60), the *median* age of the City’s population has risen only slightly in the years since the 2000 Census (i.e., 39-years in 2000, 43-years in 2010, and 44-years in 2020). The “median” age is the point where ½ of the population lies above and ½ below; the older this age is, the older the overall population is becoming. With the number and percentage of the City’s population over the age of 44 moving up over the past 20 years, the City will want to be cognizant of future housing and services plans accordingly. (See Table 1.2)

Table 1.2 Distribution of Population

Table 1.2 Population Age Distribution

Population Aged:	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
under 5 years	754 7%	622 5%	5,069 6%	9150 10%	342,340 6%	674,999 12%
5 to 9 years	815 8%	737 6%	6,096 7%		379,484 7%	
10 to 14 years	905 8%	832 7%	6,825 8%	12810 14%	403,074 8%	766,882 13%
15 to 19 years	714 7%	739 6%	6,014 7%		407,195 8%	
20 to 24 years	326 3%	602 5%	3,551 4%		357,292 7%	
25 to 34 years	1,203 11%	1,139 9%	8,435 10%		706,168 13%	
35 to 44 years	2,009 18%	1,632 13%	14,614 18%	43,006 47%	875,522 16%	2,977,948 51%
45 to 54 years	1,636 15%		13,207 16%		732,306 14%	
55 to 59 years	529 5%	3,636 30%	4,713 6%		252,742 5%	
60 to 64 years	421 4%		3,436 4%		204,999 4%	
65 to 74 years	822 8%		5,648 7%	26,536 29%	355,307 7%	1,473,889 25%
75 to 84 years	563 5%	2,048 17%	3,529 4%		251,621 5%	
85 years & over	211 2%		1,180 1%		96,625 2%	
Total Population	11,196	12,121	82,317	91,503	5,363,675	5,893,718
Median Age	39	42	39	44	36	41

Source 2000 and 2020 US Census

Racial Breakdown

As part of the 2000 Census, respondents were given the opportunity for the first time to specify more than one race when reporting their racial identity. The number of City residents identifying themselves as “2 or more races” rose from 1% in 2000 to 4.5% in 2020. The number of respondents identifying themselves as one race/white fell by 4% in that same period. See Table 1.3 below for further data.

Table 1.3 Racial Breakdown of Population

	2010	2020
<u>One Race</u>	11,298 / 99%	11,579 / 95.5%
White	10,990 / 96.3%	11,184 / 92.3%
Black or African American	91 / .8%	104 / .9%
American Indian, Eskimo or Aleut (Alaskan Native)	11 / .1%	26 / .2%
Asian	1.5%	188 / 1.6%
Native Hawaiian or Other Pacific Islander	11 / .1%	3 / 0%
Some Other Race	34 / .3%	74 / .6%
Total Population	11,412	12,121
<u>Two or More Races</u>	114 / 1%	542 / 4.5%
<u>Hispanic or Latino Origin (of any race)</u>	194 / 1.7%	303 / 2.5%

Source US Census 2010 and 2020

Economic Characteristics

Education Levels

Table 1.4 below compares the educational attainment for the City of Cedarburg, Ozaukee County and the State of Wisconsin. In 2020, 97% of City residents aged 25 and older possess a high school diploma or higher degree, an increase of approximately 4%. Approximately 59% of City residents aged 25 and older report having a bachelors, graduate, or higher educational degree, an increase of 18% over the 2020 City census data, and notably higher than Ozaukee County (50%) and the State of Wisconsin (32%). The number of City residents without a high school diploma fell from 7.2% in 2000, to less than 3% by 2020.

Table 1.4 Comparison of Education Attainment

Education Attainment (Persons 25 yrs & over)	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
Less than 9th Grade	215 2.90%	94 1.20%	1,595 2.90%	711 1.10%	186,125 5.40%	97,350 2.40%
9th to 12th Grade (no diploma)	323 4.3%	134 1.70%	2,878 5.20%	1,274 2%	332,292 4.50%	187,925 4.70%
High School Graduate	1,494 20%	1,203 15%	13,274 24.20%	12,983 20.90%	1,201,813 34.60%	1,209,751 30%
Some College (no degree)	1,869 25%	1,172 14.60%	12,101 22%	11,509 18.50%	715,664 20.60%	814,827 20.20%
Associate Degree	433 5.8%	703 8.80%	3,863 7%	4,871 7.80%	260,711 7.50%	449,533 11.20%
Bachelor's Degree	2,127 28.5%	3,162 39.40%	14,409 25.60%	18,995 30.50%	530,268 15.30%	833,670 20.70%
Graduate or Professional Degree	998 13.40%	1,552 19.40%	7,152 13%	11,905 19.10%	222,568 6.40%	434,629 10.80%
Population 25 yrs +	7,459 100%	8,020 100%	54,912 100%	62,248 100%	3,475,878 100%	4,027,685 100.00%
Percent High School Graduate or Higher	92.8%	97.20%	91.9%	96.8%	85.1%	92.90%
Percent Bachelor's Degree or Higher	41.9%	58.80%	38.6%	49.6%	22.4%	31.50%

Source: 2000 and 2020 US Census

Changes in Household

In addition to total population, the number of households, or occupied housing units, is of importance in land use and public facilities planning. Households greatly influence the demand for urban land, transportation and other public facilities and services. As seen in Table 1.5 below, the

number of households in the City was 5,123 in 2020, an increase of 691, or 15.6%, over the 2000 level. For comparison purposes, Ozaukee County experienced an increase in the number of households from 30,857 in 2000 to 37,015 in 2020, or an increase of approximately 20%, while the State household count grew by 16% during this same period.

The rate of growth in number of households in the City from 2000 to 2020 of 15.6% exceeded the rate of growth in the total population of 11%. This signals a further decline in average household size in the City.

The average household size for the City of Cedarburg was 2.37 persons in 2020, which represents a decrease of 0.08 persons per household, or a decrease of 4.4%, from the 2000 figure of 2.48 persons. The decline in City household size during the period 2000 to 2020 reflects a continuation of a long-term decline in household sizes and comports with similar declines as experienced by the County and State over the last

many years as well. Trends toward decreasing household sizes have been influenced in part by changes in the types of households. This is particularly evident with smaller non-family households, including single-person households. Family households, typically the largest group in the City, have seen their percentage decrease somewhat, even though their absolute number has continued to grow. Married-couple households also have seen their percentage decrease while the absolute count continues to increase. Non-family households in the City increased substantially in number (+756) and proportion (+10.44%) from 2000 to 2020. These changes in household type are a continuation of trends experienced during the 1980's and 1990's, not just in the City, but throughout Ozaukee County and the State of Wisconsin as well.

Table 1.5 Household Type Comparison

HOUSEHOLD TYPE	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
Family Households (percent of total households)	3,024 68.20%	3,163 61.74%	23,014 74.60%	24,722 66.79%	1,386,815 66.50%	1,477,031 60.82%
Married-Couple Households (percent of total households)	2,596 58.60%	2,735 53.40%	20,244 65.60%	21,435 57.90%	1,108,597 53.20%	1,137,669 46.80%
Other Family, Female Householder (percent of total households)	342 7.70%	1,400 27.30%	1,994 6.50%	8,419 22.70%	200,300 9.60%	617,685 25.40%
Non-Family Households (percent of total households)	1,408 31.80%	2,164 42.24%	7,843 25.40%	12,293 33.21%	697,729 33.50%	951,330 39.18%
Householder Living Alone (percent of total households)	1,245 15.60%	1,669 32.60%	6,601 21.40%	10,024 27.08%	557,875 26.80%	734,760 30.30%
Householder 65 Years and Over (percent of total households)	512 11.60%	805 15.70%	2,579 8.40%	5,045 13.63%	207,206 9.90%	192,221 7.90%
TOTAL HOUSEHOLDS	4,432	5,123	30,857	37,015	2,084,544	2,428,361
Persons Per Household	2.45	2.37	2.61	2.47	2.5	2.36

Source: US Census 2000 and 2020

Household Income

See Table 1.6 for a detailed breakdown and comparison of household income in the City based on the years 2000 and 2020 Census. Note that the percentage of households with less than \$50,000 income per year fell from 43% in 2000 to 31% in 2020. During that same period, the number of households reporting income between \$50,000 and \$99,999 fell by 9.74%, while the number of households earning \$150,000 or more rose by 22%. From 2000 to 2020, the number of City households reporting income between \$100,000 and \$149,999 remained nearly constant at 13-14%. The percentage of City households earning less than \$100,000 tends to track below the County and State numbers, while the percentage earning \$150,000 or more tends to track much higher.

Table 1.6 Household Income Comparison

Household Income per Year	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
Less than \$10,000	135 3.06%	121 2.28%	837 2.70%	1,145 2.95%	148,074 7.10%	101,769 4.24%
\$10,000 to \$14,999	181 4.10%	182 3.44%	881 2.90%	1,202 3.10%	121,366 5.20%	90,814 3.78%
\$15,000 to \$24,999	432 9.78%	408 7.70%	2,453 7.90%	3,036 7.83%	264,897 12.70%	183,501 7.64%
\$25,000 to \$34,999	535 12.11%	305 5.76%	2,850 9.20%	3,023 7.80%	276,033 13.20%	206,557 8.60%
\$35,000 to \$49,999	651 14.74%	631 11.91%	4,360 14.10%	4,393 11.33%	377,749 18.10%	296,978 12.36%
\$50,000 to \$74,999	1,039 23.52%	808 15.25%	7,324 23.70%	6,175 15.93%	474,299 22.70%	451,114 18.78%
\$75,000 to \$99,999	559 12.66%	619 11.69%	4,789 15.50%	5,497 14.18%	226,374 10.90%	344,384 14.34%
\$100,000 to \$149,999	595 13.47%	735 13.88%	4,234 13.70%	7,536 19.44%	133,719 6.40%	413,713 17.22%
\$150,000 or more	290 6.57%	1488 28.09%	3,159 6.20%	6,759 17.44%	62,903 3.00%	312,988 13.03%
Total Households Counted	4,417 100%	5,297 100%	30,887 100%	38,766 100%	2,085,414 100%	2,401,818 100%

Source: U.S. Census 2000 and American Community Survey 2016–2020 5-year dataset

Employment Characteristics

Employment characteristics in the City are shown on Table 1.7. This information represents the type of industry that the working residents of the City of Cedarburg were employed in, and not a listing of the employment located within the City. It should be noted that the method used for classifying industries was changed between the 1990 and 2000 Census, and therefore the information in the industrial categories of Table 1.7 is not entirely consistent for comparison between years.

Note that over 70% of the City's workers are employed in manufacturing, retail, finance, educational and professional service jobs. These various employment sectors provide a diversified economic base for the City's residents. Together, the economic diversity and income levels result in quality educational opportunities, high-quality residential neighborhoods that provide housing options for all income levels and well maintained recreational and community facilities for its residents.

Conclusions

Based upon Table 2.7, the residential population increase during the period 2010-2020 of 709 persons (+6%) was slightly higher than that experienced from 2000-2010 (+4.5%), which was recorded at 504 persons. During this same period, the rate of change experienced in Ozaukee County was 11%. The age of the City's population is increasing reflecting the continued aging of the "baby-boomers" generation. This suggests that additional needs such as senior housing, leisure activities, dining, entertainment, etc. may arise going forward. The Senior Center located in the Lincoln Building is very important for providing specialized services to meet the current needs of the City's seniors, however future growth in the senior cohort may necessitate the creation of newer or expanded programming and facilities. While Cedarburg was initially established as a commercial and industrial center, it has experienced robust, and established an identity as a premier residential community as well. This has implications for continued educational and recreational facilities. To an extent, the City is able to charge impact fees to offset the public cost to supply these growth-based demands for additional services and spaces. The City's impact fee ordinance should be reviewed annually to ensure the rates being charged are concurrent with the City's related costs.

Forecasts

Population Projections

The Wisconsin Department of Administration is required to make population projections every ten years based on the latest US Census data. The methodology used by the State uses actual population counts from the decennial censuses through and including the January 1, 2020 population estimate developed by the State. The DOA's projection of a municipality's population is made by means of lineal extrapolation. This methodology assumes that the annual amount of future population change will be similar to the annual amount of past population change. In this method, an annual average population change is calculated and applied to a base-year population. Consequently, this projection is based on an annual average change based on past growth. The State's method projects that the City would have a population of 14,746 in the year 2050. As matter of policy, the City of Cedarburg wishes to project its population on a 1% to 1.6% annual increase basis. Applying a growth rate of 1.3%/year over those 30 years would result in a population of 17,700 in the year 2050.

Household Projections

If the City's average household size were to plateau at 2.37 persons per household, an additional 1,108 dwelling units would be needed by 2050 to serve the housing needs of 2,625 new residents at a 1% growth rate, or 2,354 dwelling units using a growth rate of 1.3% or to serve 5,579 new residents. This translates to an average of 37 to 79 new dwelling units needed per year.

Growth Management Methods and Strategies

The City of Cedarburg manages growth and development through the use of its Comprehensive Plan, Subdivision and Zoning Ordinances, Official City Map, Building Code, and Extraterritorial Platting and Zoning Authority. In addition, the City manages growth through the Sewer Service Area Plan and the "Comprehensive Park and Open Space Plan."

The Subdivision and Zoning Ordinances are key legal elements of growth management. The City must continue its program of periodic review and update of these and other ordinances to reflect the goals and policies of the adopted Comprehensive Plan. Future zoning/rezoning of properties in the City must comport with the Land Use Plan/Map.

The City has a positive outlook towards smart growth. Diversification of the tax base is an important goal that the City seeks to achieve through sound planning.

A framework for official decision making is in place through the City Council, Plan Commission, and Public Works Committee, among others. The Common Council is served by advisory bodies including the Plan Commission and Public Works that most directly deal with the physical growth of the City. Since the development Codes are, for the most part, quite inflexible, the Board of Appeals was established to provide an opportunity for applicants to seek relief from the regulations if justified.

Goal, Objectives and Policies

The goals, objectives and policies identified throughout this plan are intended to guide future development in the City of Cedarburg. Planning can be viewed as the process of formulating objectives and devising a means by which to achieve those objectives.

Based on the rate of population increase (i.e., 1% - 1.6% per year) that has been accepted by both the Plan Commission and the Common Council, it is anticipated that the population for the City of Cedarburg will increase from 12,121 in 2020 to between 14,746 and 17,690 by the year 2050. Population growth is directly related to an increased demand for land properly classified to support the various land uses typically associated with the population growth.

Goal

Balance the allocation of space to the various land use categories which meets the social, physical, and economic needs of the City.

- Objective:
 - The supply of land within the City should approximate the anticipated rate and type of growth forecast.
- Policies:
 - The City of Cedarburg should only support development proposals that are consistent with the goals, objectives and policies listed in each element of this Plan.
 - The City should encourage development patterns that are consistent with the various land use categories and Smart Growth Area plans as shown on the Land Use Map – 2050 and contained in Chapter 8.
 - The City Plan Commission should continue its active role in assessing the City's needs, evaluating development proposals, and utilizing the established planning process as a means of accomplishing the recommendations of this Comprehensive Plan.
 - The City should encourage development which enhances and protects the City tax base.

- City staff shall provide guidance and assistance to land developers regarding the directions recommended by this “Smart Growth” Plan and the review process, regulations, and requirements.
- The City should promote an active partnership with the private sector in initiating and fostering land development opportunities as needed to ensure properly balanced growth across all land use types.
- Effective implementation tools, such as the Zoning Ordinance, Official Map, Zoning Map, Subdivision Regulations, Floodplain-Shoreland-Wetland Ordinances must be enforced.

- Objective:

The spatial distribution of the various land uses shall result in the preservation and/or wise use of the natural resources of the City.
- Policies:
 - Primary environmental corridors should be preserved in essentially natural and open uses.
 - Secondary environmental corridors, steep slopes, and isolated natural resource areas should be preserved in natural and open uses to the maximum extent practicable.
 - Small wetlands, woodlands, and prairies not identified as part of an environmental corridor or isolated natural resource area should be preserved to the maximum extent practicable.
 - All natural areas and critical species habitat sites as identified in the [Natural Areas and Critical Species Habitat Protection and Management Plan for the Southeastern Wisconsin Region as adopted by the Southeast Wisconsin Regional Plan Commission in December, 2010](#) should be preserved.
 - The one hundred-year recurrence floodlands and floodways should be protected from development which would cause or be subject to flood damage.
 - Land use development patterns and practices should be designed to preserve important groundwater recharge areas.

- Objective:
Residential development shall provide a desirable environment for families and other household types that are designed to reflect the character of the area and provide the efficient use of services and facilities.
- Policies:
 - High, medium, and low density residential development should be designed as cohesive units which are physically self-contained within clearly defined recognizable boundaries.
 - Require architectural theme and design detail information to be made a part of new housing development applications as might ensure that certain unique architectural and building/site design characteristics of historic Cedarburg continue to be referenced going forward.
 - Residential development should accommodate a mix of housing sizes, structure types, and lot sizes within neighborhoods as recommended on the adopted Land Use Map.
- Objective:
Mixed-use residential/commercial development shall provide a desirable environment for a variety of household types seeking the benefits of close-by employment, civic, commercial, and other amenities. Mixed uses within such neighborhoods must be carefully planned to ensure compatibility and mutually beneficial sharing of common elements such as open space, parking/circulation, and trash containment, for instance.
- Policies:
 - Opportunities should be provided for residential dwellings within a variety of mixed-use settings.
 - Residential uses should be integrated into the City's economic centers.
 - Special attention should be given to maintaining an element of residential uses in the downtown and surrounding area.
- Objective:
Industrial, retail, and office uses shall provide for an attractive and competitive environment to ensure a healthy and diverse economic base.

- Policies:
 - Industrial, retail and office uses shall have ready access to the arterial street and highway system.
 - Adequate off-street and on-street parking and loading areas shall be provided.

- Site design shall emphasize integrating and promoting the site with adjacent land uses and architectural design.

CHAPTER 1
ISSUES AND OPPORTUNITIES

66.1001 (2) (A) Wis. Stat.

Issues and Opportunities Element. Background information on the local governmental unit and a statement of overall objectives, policies, goals and programs of the local governmental unit to guide the future development and redevelopment of the local governmental unit over a 20-year planning period. Background information shall include population, household and employment forecasts that the local governmental unit uses in developing its comprehensive plan, and demographic trends, age distribution, educational levels, income levels, and employment characteristics that exist within the local governmental unit.

The purpose of a comprehensive planning policy is to promote orderly and beneficial development, helping to create a community that offers residents a more attractive, efficient, and satisfying environment in which to live. Such an environment can be realized in part by creating a financially sound governmental structure, providing good schools, a variety of community facilities and services, efficient land use and transportation systems, and encouraging sufficient employment opportunities and adequate, affordable housing.

The planning process involves understanding the various physical, economic, and social issues within the City. It examines where the City has been, where it is now, what goals or targets the City hopes to achieve, and what actions are necessary to reach those goals. A successful planning program will provide the direction needed to manage future growth by offering guidelines to government leaders, private enterprises, and individuals so that development related decisions are sound, practical and consistent. This Chapter will provide background information pertaining to the City of Cedarburg that will help define achievable objectives, goals, policies, and programs.

History of Cedarburg

The territory which eventually became Cedarburg began to be settled in the mid-nineteenth century after the establishment of a military road between Green Bay, Milwaukee and Chicago. This road provided easy access to the area which, coupled with fertile lands for farming and timber for construction, led to the initial settlement and development of Cedarburg. The City was

founded as a principal trade center for nearby farms. Moreover, the meandering Cedar Creek offered a source of power for the grist mills, saw mills, planing mills and woolen mills which provided a fine opportunity for settlement along its banks. The original farms and stores were soon augmented by an industrious population which pushed the City eastward as it extended along the banks of Cedar Creek.

A separate settlement had been established at nearby Hamilton, and although some of the original buildings, dated in the 1860's and 1870's, are still standing, the settlement never survived as a community unto itself. From its early beginnings, Cedarburg grew to become the residential and trading center of Ozaukee County. The extension of the Milwaukee and Northern Railroad and the Cedarburg-Milwaukee Plank Road further increased the importance of Cedarburg as both a residential and trading community. By 1892, the City was an established commercial and industrial center. Among the principal industries of the day were the Cedarburg Brewery, the Hilgen Manufacturing Company, the Frank Chicory Company, the Cedarburg Wire and Nail Factory, and several woolen mills. Many of the early stone buildings are still standing today and serve as a proclamation to the determination and solidarity with which Cedarburg was founded.

Hilgen Springs Park, located at the east end of Spring Street, was famous throughout southern Wisconsin as a summer resort and pleasant retreat. Principal transportation was afforded the park over the Milwaukee and Northern Railroad. At the other end of the City, the Fair Grounds had been developed and was the scene of many activities in Cedarburg prior to the turn of the 20th century. These fairgrounds remain as an activity center today.

Early development in Cedarburg took place in three distinct areas. One of these was to the north between present Washington Avenue and St. John Avenue. The second area was between Bridge Road and Columbia Road and from Cedar Creekeastward to Jefferson Avenue. The third area was located between Spring Street and Hamilton Road eastward to the railroad tracks. The steady residential growth of Cedarburg has expanded these areas in all four directions to the present limits of the City.

Churches have always played an important part in the lives of the people of Cedarburg. By the late 1880's, four individual churches occupied prominent positions in the City. These included St. Francis Borgia Catholic Church, which stands watch over downtown Cedarburg at the south, and three Lutheran churches; The Evangelical Immanuel Lutheran Church located on Washington Avenue, The Antiochian Orthodox Church located on Cleveland Street and The Evangelical "Dreifaltigkeits Kirche", located on Columbia Road.

The hotel business in early Cedarburg was an active one. There were six hotels scattered throughout the City, generally along Washington Avenue in the downtown area and on the east side along the railroad tracks near the railroad station which stood north of Spring Street. However, due to the advancement of the automobile and rapid travel, several of the hotels were converted to other uses, or abandoned altogether.

With the advancement in the automobile came changes in the style and character of development in the City of Cedarburg. Residential development moved further away from the downtown area and commercial development became automobile oriented and less pedestrian friendly. One can easily see these changes by comparing the downtown commercial district where building location better serves pedestrian traffic as they are close to public sidewalks and streets, with the commercial area along the south end of Washington Avenue where buildings are separated from public sidewalks and streets by large expanses of parking lots.

Other Local Plans

In recent past years, there have been various plans prepared for/about the City of Cedarburg. These include:

- [Smart Growth Comprehensive Land Use Plan-2025 – Feb. 2008](#)
- City of Cedarburg Housing Data Report – September 2024
- Intergovernmental Agreement:City/Town of Cedarburg - July 7, 2021
- Cedarburg School District Community Growth & Enrollment Projections Report 2024-2040
- Joint City of Cedarburg and Town of Cedarburg Traffic & Access Planning Study – April 2025
- [City of Cedarburg Police & Fire Departments Facilities Study Update – March 2025](#)
- [Strategic Plan – 2024 to 2029](#)

- [City of Cedarburg Comprehensive Outdoor Recreation Plan 2025 – 2030](#)

Historic and Projected Population Growth

The City's historical and projected population growth is shown in Table 1.1. This information shows the City's actual population growth from 1880 to 2020 based on US Census data. Note that, over the past 50-years (1970 – 2020), the City's average annual rate of population increase is .958%..

Using the 2020 US Census Data as compared to the Wisconsin Department of Administration (DOA) Population Estimate for 2024, it appears the City experienced a 1.64% annual growth rate over the 4-year period 2020-2024. The DOA is required to make population projections every ten years based on the latest US Census data (Ref [Wisconsin Department of Administration Population Estimates Methodology](#)).

Table 1.1 also shows the population trends and projections for the years 2030-2050.

The DOA's projection of a municipality's population is generally made by means of linear extrapolation, a method which assumes that the annual amount of future population change will be similar to the annual amount of past population change. In this method, an annual average population change is calculated and applied to a base-year population. Consequently, the 2030-2050 population projections are based on an annual average change based on past growth. The State's method projects that the City would have a population of 14,746 in the year 2050. The State's methodology does not take into consideration unique local factors such as desirability of the community, ability to attract more than an average share of a metropolitan housing market, a historic, robust, entertaining and walkable downtown, and the desirability of local school districts, which are considered to be among the factors that drive population change/growth in Cedarburg.

Note on Table 1.1 that the projected population increase for the years 2020 to 2050 is based on a 1% annual increase. The 2024 Cedarburg Housing Report (Ref Appendix B), using a slightly different population forecast methodology, established population projections of 2030/14,051, 2035/ 15,211, and 2040/16,289 for the City of Cedarburg.

HISTORIC AND PROJECTED POPULATION CHANGE

TABLE 1.1	Historical Population Growth Rates of the City of Cedarburg			
YEARS	POPULATION	NET POP. INCREASE	% INCREASE	ANNUAL
		PER DECADE	PER DECADE	% INCREASE
1880-1890	1,361 (1890)	--	--	--
1890-1900	1,626 (1900)	265	19.47%	1.95%
1900-1910	1,777 (1910)	151	9.29%	0.93%
1910-1920	1,738 (1920)	-39	-2.19%	-0.22%
1920-1930	2,055 (1930)	317	18.24%	1.82%
1930-1940	2,245 (1940)	190	0.09%	0.01%
1940-1950	2,810 (1950)	565	25.17%	2.52%
1950-1960	5,191 (1960)	2,381	84.73%	8.47%
1960 - 1970	7,697 (1970)	2,506	48.28%	4.83%
1970 - 1980	9,005 (1980)	1,308	16.99%	1.70%
1980 - 1990	9,895 (1990)	890	9.88%	0.99%
1990 - 2000	10,908 (2000)	1,013	10.24%	1.02%
2000 - 2010	11,412 (2010)	504	4.62%	0.46%
2010 - 2020	12,121(2020)	709	6.21%	0.62%
2020-2024*	12,914 (2024)*	793*	6.54%	1.64%
2020-2030	13,122 (2030)	1,001	8%	1%
2030-2040	14,019 (2040)	897	7%	1%
2040-2050	14,746 (2050)	727	5%	1%

Gray Highlight - Source US Census Data
Yellow Highlight - Source Wisconsin Department of Administration Population Projections
 * - Period less than 10-years

Demographic Trends

Population Growth

The residential population of the City of Cedarburg was 12,121 persons in 2020, compared to 11,412 in 2010, an increase of 709 persons or 6%. In relative terms, the residential population of Ozaukee County in 2010 was 82,317 persons, as compared to 91,503 persons in 2020, an increase of 9,186 persons or 11%. The rate of population growth in the City from 2010 to 2020 was nearly half that of the County. The City's share of Ozaukee County's population continues to be relatively consistent at 13.2% in 2010 and 13.5% in 2020.

Age Distribution of Population

Table 1.2 shows the number of City residents within specified age groups for Census years 2000 and 2020, as compared to similar information for Ozaukee County and the State of Wisconsin. The age groups are shown in various increments to reflect how the numbers increase or decrease over the Census years.

Growth in the City population over the past 20 years was accompanied by a change in the age composition. Among the five-year age groups, change over the past twenty years is notable in the 35 to 44 year age group, having dropped from 18% in 2000 to 13% in 2020, and in the 45 to 64 year age group, having risen from 24% in 2000 to 30% in 2020..

Even though the City of Cedarburg has seen a decrease in the younger brackets of the ‘middle-aged’ categories (i.e. age 40 to 60), the *median* age of the City’s population has risen only slightly in the years since the 2000 Census (i.e., 39-years in 2000, 43-years in 2010, and 44-years in 2020). The “median” age is the point where ½ of the population lies above and ½ below; the older this age is, the older the overall population is becoming. With the number and percentage of the City’s population over the age of 44 moving up over the past 20 years, the City will want to be cognizant of future housing and services plans accordingly. (See Table 1.2)

Table 1.2 Distribution of Population

Table 1.2 Population Age Distribution

Population Aged:	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
under 5 years	754 7%	622 5%	5,069 6%	9150 10%	342,340 6%	674,999 12%
5 to 9 years	815 8%	737 6%	6,096 7%	12810 14%	379,484 7%	766,882 13%
10 to 14 years	905 8%	832 7%	6,825 8%	43,006 47%	403,074 8%	2,977,948 51%
15 to 19 years	714 7%	739 6%	6,014 7%		407,195 8%	
20 to 24 years	326 3%	602 5%	3,551 4%		357,292 7%	
25 to 34 years	1,203 11%	1,139 9%	8,435 10%		706,168 13%	
35 to 44 years	2,009 18%	1,632 13%	14,614 18%	26,536 29%	875,522 16%	1,473,889 25%
45 to 54 years	1,636 15%	3,636 30%	13,207 16%		732,306 14%	
55 to 59 years	529 5%		4,713 6%		252,742 5%	
60 to 64 years	421 4%	2,048 17%	3,436 4%		204,999 4%	
65 to 74 years	822 8%		5,648 7%	355,307 7%		
75 to 84 years	563 5%		3,529 4%	251,621 5%		
85 years & over	211 2%		1,180 1%		96,625 2%	
Total Population	11,196	12,121	82,317	91,503	5,363,675	5,893,718
Median Age	39	42	39	44	36	41

Source 2000 and 2020 US Census

Racial Breakdown

As part of the 2000 Census, respondents were given the opportunity for the first time to specify more than one race when reporting their racial identity. The number of City residents identifying themselves as “2 or more races” rose from 1% in 2000 to 4.5% in 2020. The number of respondents identifying themselves as one race/white fell by 4% in that same period. See Table 1.3 below for further data.

**Table 1.3 Racial Breakdown
Race & Hispanic
Origin of Population**

Table 1.3 Racial Breakdown of Population

	2010	2020
<u>One Race</u>	11,298 / 99%	11,579 / 95.5%
White	10,990 / 96.3%	11,184 / 92.3%
Black or African American	91 / .8%	104 / .9%
American Indian, Eskimo or Aleut (Alaskan Native)	11 / .1%	26 / .2%
Asian	1.5%	188 / 1.6%
Native Hawaiian or Other Pacific Islander	11 / .1%	3 / 0%
Some Other Race	34 / .3%	74 / .6%
Total Population	11,412	12,121
<u>Two or More Races</u>	114 / 1%	542 / 4.5%
<u>Hispanic or Latino Origin (of any race)</u>	194 / 1.7%	303 / 2.5%

Source US Census 2010 and 2020

Economic Characteristics

Education Levels

Table 1.4 below compares the educational attainment for the City of Cedarburg, Ozaukee County and the State of Wisconsin. In 2020, 97% of City residents aged 25 and older possess a high school diploma or higher degree, an increase of approximately 4%. Approximately 59% of City residents aged 25 and older report having a bachelors, graduate, or higher educational degree, an increase of 18% over the 2020 City census data, and notably higher than Ozaukee County (50%) and the State of Wisconsin (32%). The number of City residents without a high school diploma fell from 7.2% in 2000, to less than 3% by 2020.

Table 1.4 Comparison of Education Attainment

Education Attainment (Persons 25 yrs & over)	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
Less than 9th Grade	215 2.90%	94 1.20%	1,595 2.90%	711 1.10%	186,125 5.40%	97,350 2.40%
9th to 12th Grade (no diploma)	323 4.3%	134 1.70%	2,878 5.20%	1,274 2%	332,292 4.50%	187,925 4.70%
High School Graduate	1,494 20%	1,203 15%	13,274 24.20%	12,983 20.90%	1,201,813 34.60%	1,209,751 30%
Some College (no degree)	1,869 25%	1,172 14.60%	12,101 22%	11,509 18.50%	715,664 20.60%	814,827 20.20%
Associate Degree	433 5.8%	703 8.80%	3,863 7%	4,871 7.80%	260,711 7.50%	449,533 11.20%
Bachelor's Degree	2,127 28.5%	3,162 39.40%	14,409 25.60%	18,995 30.50%	530,268 15.30%	833,670 20.70%
Graduate or Professional Degree	998 13.40%	1,552 19.40%	7,152 13%	11,905 19.10%	222,568 6.40%	434,629 10.80%
Population 25 yrs +	7,459 100%	8,020 100%	54,912 100%	62,248 100%	3,475,878 100%	4,027,685 100.00%
Percent High School Graduate or Higher	92.8%	97.20%	91.9%	96.8%	85.1%	92.90%
Percent Bachelor's Degree or Higher	41.9%	58.80%	38.6%	49.6%	22.4%	31.50%

Source: 2000 and 2020 US Census

Changes in Household

In addition to total population, the number of households, or occupied housing units, is of importance in land use and public facilities planning. Households greatly influence the demand for urban land, transportation and other public facilities and services. As seen in Table 1.5 below, the number of households in the City was 5,123 in 2020, an increase of 691, or 15.6%, over the 2000 level. For comparison purposes, Ozaukee County experienced an increase in the number of households from 30,857 in 2000 to 37,015 in 2020, or an increase of approximately 20%, while the State household count grew by 16% during this same period.

The rate of growth in number of households in the City from 2000 to 2020 of 15.6% exceeded the rate of growth in the total population of 11%. This signals a further decline in average household size in the City.

The average household size for the City of Cedarburg was 2.37 persons in 2020, which represents a decrease of 0.08 persons per household, or a decrease of 4.4%, from the 2000 figure of 2.48 persons. The decline in City household size during the period 2000 to 2020 reflects a continuation of a long-term decline in household sizes and comports with similar declines as experienced by the County and State over the last many years as well.

Trends toward decreasing household sizes have been influenced in part by changes in the types of households. This is particularly evident with smaller non-family households, including single-person households. Family households, typically the largest group in the City, have seen their percentage decrease somewhat, even though their absolute number has continued to grow. Married-couple households also have seen their percentage decrease while the absolute count continues to increase. Non-family households in the City increased substantially in number (+756) and proportion (+10.44%) from 2000 to 2020. These changes in household type are a continuation of trends experienced during the 1980's and 1990's, not just in the City, but throughout Ozaukee County and the State of Wisconsin as well.

Table 1.5 Household Type Comparison

HOUSEHOLD TYPE	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
Family Households (percent of total households)	3,024 68.20%	3,163 61.74%	23,014 74.60%	24,722 66.79%	1,386,815 66.50%	1,477,031 60.82%
Married –Couple Households (percent of total households)	2,596 58.60%	2,735 53.40%	20,244 65.60%	21,435 57.90%	1,108,597 53.20%	1,137,669 46.80%
Other Family, Female Householder (percent of total households)	342 7.70%	1,400 27.30%	1,994 6.50%	8,419 22.70%	200,300 9.60%	617,685 25.40%
Non-Family Households (percent of total households)	1,408 31.80%	2,164 42.24%	7,843 25.40%	12,293 33.21%	697,729 33.50%	951,330 39.18%
Householder Living Alone (percent of total households)	1,245 15.60%	1,669 32.60%	6,601 21.40%	10,024 27.08%	557,875 26.80%	734,760 30.30%
Householder 65 Years and Over (percent of total households)	512 11.60%	805 15.70%	2,579 8.40%	5,045 13.63%	207,206 9.90%	192,221 7.90%
TOTAL HOUSEHOLDS	4,432	5,123	30,857	37,015	2,084,544	2,428,361
Persons Per Household	2.45	2.37	2.61	2.47	2.5	2.36

Source: US Census 2000 and 2020

Household Income

See Table 1.6 for a detailed breakdown and comparison of household income in the City based on the years 2000 and 2020 Census. Note that the percentage of households with less than \$50,000 income per year fell from 43% in 2000 to 31% in 2020. During that same period, the number of households reporting income between \$50,000 and \$99,999 fell by 9.74%, while the number of households earning \$150,000 or more rose by 22%. From 2000 to 2020, the number of City households reporting income between \$100,000 and \$149,999 remained nearly constant at 13-14%. The percentage of City households earning less than \$100,000 tends to track below the County and State numbers, while the percentage earning \$150,000 or more tends to track much higher.

Table 1.6 Household Income Comparison

Household Income per Year	City of Cedarburg		Ozaukee County		State of Wisconsin	
	2000	2020	2000	2020	2000	2020
Less than \$10,000	135 3.06%	121 2.28%	837 2.70%	1,145 2.95%	148,074 7.10%	101,769 4.24%
\$10,000 to \$14,999	181 4.10%	182 3.44%	881 2.90%	1,202 3.10%	121,366 5.20%	90,814 3.78%
\$15,000 to \$24,999	432 9.78%	408 7.70%	2,453 7.90%	3,036 7.83%	264,897 12.70%	183,501 7.64%
\$25,000 to \$34,999	535 12.11%	305 5.76%	2,850 9.20%	3,023 7.80%	276,033 13.20%	206,557 8.60%
\$35,000 to \$49,999	651 14.74%	631 11.91%	4,360 14.10%	4,393 11.33%	377,749 18.10%	296,978 12.36%
\$50,000 to \$74,999	1,039 23.52%	808 15.25%	7,324 23.70%	6,175 15.93%	474,299 22.70%	451,114 18.78%
\$75,000 to \$99,999	559 12.66%	619 11.69%	4,789 15.50%	5,497 14.18%	226,374 10.90%	344,384 14.34%
\$100,000 to \$149,999	595 13.47%	735 13.88%	4,234 13.70%	7,536 19.44%	133,719 6.40%	413,713 17.22%
\$150,000 or more	290 6.57%	1488 28.09%	3,159 6.20%	6,759 17.44%	62,903 3.00%	312,988 13.03%
Total Households Counted	4,417 100%	5,297 100%	30,887 100%	38,766 100%	2,085,414 100%	2,401,818 100%

Source: U.S. Census 2000 and American Community Survey 2016–2020 5-year dataset

Employment Characteristics

Employment characteristics in the City are shown on Table 1.7. This information represents the type of industry that the working residents of the City of Cedarburg were employed in, and not a listing of the employment located within the City. It should be noted that the method used for classifying industries was changed between the 1990 and 2000 Census, and therefore the information in the industrial categories of Table 1.7 is not entirely consistent for comparison between years.

Note that over 70% of the City's workers are employed in manufacturing, retail, finance, educational and professional service jobs. These various employment sectors provide a diversified economic base for the City's residents. Together, the economic diversity and income levels result in quality educational opportunities, high-quality residential neighborhoods that provide housing options for all income levels and well maintained recreational and community facilities for its residents.

Conclusions

Based upon Table 2.7, the residential population increase during the period 2010-2020 of 709 persons (+6%) was slightly higher than that experienced from 2000-2010 (+4.5%), which was recorded at 504 persons. During this same period, the rate of change experienced in Ozaukee County was +11%. The age of the City's population is increasing reflecting the continued aging of the "baby-boomers" generation. This suggests that additional needs such as senior housing, leisure activities, dining, entertainment, etc. may arise going forward. The Senior Center located in the Lincoln Building is very important for providing specialized services to meet the current needs of the City's seniors, however future growth in this senior cohort may necessitate the creation of newer or expanded programming and facilities.

While Cedarburg was initially established as a commercial and industrial center, it has experienced robust residential growth and established an identity as a premier residential community as well. This has implications for continued educational and recreational facilities. To an extent, the City is able to charge impact fees to offset the public cost to supply these growth-based demands for additional services and spaces. The City's impact fee ordinance should be reviewed annually to ensure the rates being charged are concurrent with the City's related costs.

Forecasts

Population Projections

The Wisconsin Department of Administration is required to make population projections every ten years based on the latest US Census data. The methodology used by the State uses actual population counts from the decennial censuses through and including the January 1, 2020 population estimate developed by the State. The DOA's projection of a municipality's population is made by means of lineal extrapolation. This methodology assumes that the annual amount of future population change will be similar to the annual amount of past population change. In this method, an annual average population change is calculated and applied to a base- year population. Consequently, this projection is based on an annual average change based on past growth. The State's method projects that the City would have a population of 14,746 in the year 2050. As matter of policy, the City of Cedarburg wishes to project its population on a 1% to 1.6% annual increase basis. Applying a growth rate of 1.3%/year over those 30 years would result in a population of 17,700 in the year 2050.

Household Projections

If the City's average household size were to plateau at 2.37 persons per household, an additional 1,108 dwelling units would be needed by 2050 to serve the housing needs of 2,625 new residents at a 1% growth rate, or 2,354 dwelling units would be needed using a growth rate of 1.3% or to serve 5,579 new residents. This translates to a range of 37 to 79 new dwelling units needed per year.

Growth Management Methods and Strategies

The City of Cedarburg manages growth and development through the use of its Comprehensive Plan, Subdivision and Zoning Ordinances, Official City Map, Building Code, and Extraterritorial Platting and Zoning Authority. In addition, the City manages growth through the Sewer Service Area Plan and the Comprehensive Park and Open Space Plan.

The Subdivision and Zoning Ordinances are key legal elements of growth management. The City must continue its program of periodic review and update of these and other ordinances to reflect the goals and policies of the adopted Comprehensive Plan. Future zoning/rezoning of properties in the City must comport with the Land Use Plan/Map.

The City has a positive outlook towards smart growth. Diversification of the tax base is an important goal that the City seeks to achieve through sound planning.

A framework for official decision making is in place through the City Council, Plan Commission, and Public Works Committee, among others. The Common Council is served by advisory bodies including the Plan Commission and Public Works and Sewerage Commission that most directly deal with the physical growth of the City. Since the development Codes are, for the most part, quite inflexible, the Board of Appeals was established to provide an opportunity for applicants to seek relief from the regulations if justified.

Goal, Objectives and Policies

The goals, objectives and policies identified throughout this plan are intended to guide future development in the City of Cedarburg. Planning can be viewed as the process of formulating objectives and devising a means by which to achieve those objectives.

Based on the rate of population increase (i.e., 1% - 1.6% per year) that has been accepted by both the Plan Commission and the Common Council, it is anticipated that the population for the City of Cedarburg will increase from 12,121 in 2020 to between 14,746 and 17,690 by the year 2050. Population growth is directly related to an increased demand for land properly classified to support the various land uses typically associated with the population growth.

Goal

Balance the allocation of space to the various land use categories which meets the social, physical, and economic needs of the City.

- Objective:
 - The supply of land within the City should approximate the anticipated rate and type of growth forecast.
- Policies:
 - The City of Cedarburg should only support development proposals that are consistent with the goals, objectives and policies listed in each element of this Plan.
 - The City should encourage development patterns that are consistent with the various land use categories and Smart Growth Area plans as shown on the Land Use Map – 2050 and contained in Chapter 8.
 - The City Plan Commission should continue its active role in assessing the City's needs, evaluating development proposals, and utilizing the established planning process as a means of accomplishing the recommendations of this Comprehensive Plan.
 - The City should encourage development which enhances and protects the City tax base.

- City staff shall provide guidance and assistance to land developers regarding the directions recommended by this “Smart Growth” Plan and the review process, regulations, and requirements.
- The City should promote an active partnership with the private sector in initiating and fostering land development opportunities as needed to ensure properly balanced growth across all land use types.
- Effective implementation tools, such as the Zoning Ordinance, Official Map, Zoning Map, Subdivision Regulations, Floodplain-Shoreland-Wetland Ordinances must be enforced.

- Objective:

The spatial distribution of the various land uses shall result in the preservation and/or wise use of the natural resources of the City.
- Policies:
 - Primary environmental corridors should be preserved in essentially natural and open uses.
 - Secondary environmental corridors, steep slopes, and isolated natural resource areas should be preserved in natural and open uses to the maximum extent practicable.
 - Small wetlands, woodlands, and prairies not identified as part of an environmental corridor or isolated natural resource area should be preserved to the maximum extent practicable.
 - All natural areas and critical species habitat sites as identified in the [Natural Areas and Critical Species Habitat Protection and Management Plan for the Southeastern Wisconsin Region as adopted by the Southeast Wisconsin Regional Plan Commission in December, 2010](#) should be preserved.
 - The one hundred-year recurrence floodlands and floodways should be protected from development which would cause or be subject to flood damage.
 - Land use development patterns and practices should be designed to preserve important groundwater recharge areas.

- Objective:
Residential development shall provide a desirable environment for families and other household types that are designed to reflect the character of the area and provide the efficient use of services and facilities.
- Policies:
 - High, medium, and low density residential development should be designed as cohesive units which are physically self-contained within clearly defined recognizable boundaries.
 - Require architectural theme and design detail information to be made a part of new housing development applications as might ensure that certain unique architectural and building/site design characteristics of historic Cedarburg continue to be referenced going forward.
 - Residential development should accommodate a mix of housing sizes, structure types, and lot sizes within neighborhoods as recommended on the adopted Land Use Map.
- Objective:
Mixed-use residential/commercial development shall provide a desirable environment for a variety of household types seeking the benefits of close-by employment, civic, commercial, and other amenities. Mixed uses within such neighborhoods must be carefully planned to ensure compatibility and mutually beneficial sharing of common elements such as open space, parking/circulation, and trash containment, for instance.
- Policies:
 - Opportunities should be provided for residential dwellings within a variety of mixed- use settings.
 - Residential uses should be integrated into the City's economic centers.
 - Special attention should be given to maintaining an element of residential uses in the downtown and surrounding area.

- Objective:
Industrial, retail, and office uses shall provide for an attractive and competitive environment to ensure a healthy and diverse economic base.
- Policies:
 - Industrial, retail and office uses should have ready access to the arterial street and highway system.
 - Adequate off-street and on-street parking and loading areas should be provided.
 - Site design should emphasize integrating and promoting the site with adjacent land uses and architectural design.