



**VILLAGE OF JACKSON
PLAN COMMISSION MEETING AGENDA**

Thursday, May 15, 2025 at 7:00 PM

(Or immediately following Personnel Committee meeting)

Jackson Municipal Complex

Village Board Room

N168W19851 Main Street

Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Plan Commission Meeting of March 20, 2025
3. Conditional Use and Site Plan Review - N170 W21750 Rosewood Lane – Dittmar Realty, Inc.
4. Final Plat – Maple Fields Subdivision, Addition No. 2 – Neumann Developments, Inc.
5. Development Agreement - Maple Fields Subdivision, Addition No. 2 - Maple Fields, Inc.
6. Resolution #25-17 - Proposed Amendments to the Village of Jackson Comprehensive Plan
7. Citizens/Village Staff to Address the Plan Commission
8. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Administration Department at the Jackson Municipal Complex at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

MINUTES
PLAN COMMISSION MEETING
Thursday, March 20, 2025 at 7:00 PM

1. Call to Order and Roll Call

The meeting was called to order at 7:00 PM by Pres. Heckendorf.

Members Present: Pres. Heckendorf, Tr. Emmrich, Tr. Kruepke, Jon Molkentin, Dan Reik, Matt Van Eperen and Duane Hafemeister

Members Excused: None

Members Absent: None

Staff Present: Administrator Jen Heidtke, Inspections and Zoning Director Collin Johnson, and Deputy Clerk Pamela Wolf

2. Approval of Minutes for the Plan Commission Meeting of January 16, 2025

The motion to approve Minutes of the Plan Commission Meeting of January 16, 2025, was made by Tr. Emmrich and seconded by Matt Van Eperen.

Vote: 7 ayes, 0 nays. Motion carried.

3. Review of Certified Survey Map for Parcel V3_008700K and Parcel: V3_007900Y - Dittmar Properties, LLC

The motion to recommend the Village Board approve the Certified Survey Map for Parcel V3_007900Y and Parcel V3_008700K was made by Pres. Heckendorf and seconded by Matt Van Eperen.

Vote: 7 ayes, 0 nays. Motion carried.

4. Ordinance #25-03 Rezoning of Parcel V3_008700K and a Portion of Parcel V3_007900Y - Dittmar Properties, LLC

The motion to recommend the Village Board approve the rezoning of Parcel V3_008700K from Planned Unit Development (PUD) District to R-8 Multi-Family District and a portion of Parcel V3_007900Y from R-1 Single-Family Residential and R-9 Mobile Home Park District to R-8 Multi-Family District was made by Jon Molkentin and seconded by Duane Hafemeister.

Vote: 7 ayes, 0 nays. Motion carried.

5. Conditional Use Request and Site Plan Review - N171W21860 Caymus Court - Design 2 Construct

The motion to recommend the Village Board approve the Conditional Use Permit for Caymus Court Jackson, LLC -N171W21860 Caymus Court pending the following conditions

1. A vegetative buffer consisting of a variety of non-deciduous bushes shall be installed along the east property line to provide a visual buffer between the industrial parcel and the adjacent residential development. 2. Exterior lighting shall consist of full cutoff fixtures. Light shall not spill or encroach onto adjacent residential area. 3. A refuse enclosure shall be provided at the rear of the property. 4. Upon receipt of a written complaint and review by the Plan Commission, this Conditional Use Approval may be subject to additional regulation and/or revocation by the Village was made by Pres. Heckendorf and seconded by Tr. Emmrich.

Vote: 7 ayes, 0 nays. Motion carried.

6. Citizens/Village Staff to Address the Plan Commission

Administrator Heidtke introduced the Plan Commission to Matt Stepan of Cedar Corp, whom she will be introducing to the Village Board on April 8. Matt will be assisting the Village due to the retirement of DPW Director, Municipal Engineer Brian Kober. Matt will be assisting as a contracted Municipal Engineer, taking on reviewing Certified Survey Maps, road standards, etc., all of which he is familiar with and has worked with Brian in the past. He is currently working with us on the Ridgeway Drive and Chestnut Court road project.

7. Adjourn

The motion to adjourn the meeting was made by Tr. Emmrich and seconded by Jon Molkentin.

Vote: 7 ayes, 0 nays. Motion carried. The meeting adjourned at 7:10 PM.

Respectfully Submitted,

Pam Wolf
Deputy Clerk
Village of Jackson



Taking the lead in Washington County.

STAFF MEMO

Village of Jackson
Plan Commission

Meeting Date: May 15, 2025

Agenda Item: # 3

To: Brian Heckendorf, Village President
Jen Heidtke, Village Administrator
Plan Commission

From: Collin Johnson, Director of Inspections/Zoning

Subject: Conditional Use and Site Plan Review - N170 W21750 Rosewood Lane – Dittmar Realty, Inc.

Description / Background and Analysis:

Dittmar Realty, Inc. is seeking Conditional Use and Site Plan approval for the property addressed as N170 W21750 Rosewood Lane. The property is located on Hasmer Lake at the east end of Rosewood Lane in the Village of Jackson. The developer is proposing to construct a roughly 12,300 sf. townhome-style building consisting of six single-family dwelling units. Each unit will have approximately 1,364 sf. of primary living space contained within the main and second floors. A lower-level, walk-out-style basement will have roughly 528 sf. of finished space and 154 sf. of unfinished space. The parcel is served by Village sewer and water utilities.

Each unit will have a single-car garage with one additional tandem-style parking space. Eight additional on-site parking spaces will also be provided, including one ADA-approved parking space. The proposed parking complies with Village Ordinance Section 48-177.

Refuse collection will consist of individual garbage and recycling containers which will be stored inside the garages of each unit.

Landscaping is consistent with nearby developments and includes foundation plantings around the building and accent plantings including trees and shrubs throughout the yard area.

Comprehensive Plan and Zoning Impacts:

The property is designated Multi-Family/High Density Urban Residential under the Village Comprehensive Plan and is dual-zoned as R-8 Multi-Family Residential.

Site Plan:

See attached location map and draft Certified Survey Map.

Review Procedures:

The Plan Commission is advisory, and the Village Board makes the final decision.

Signage:

N/A

Additional Staff Comments:

Building Inspection/Zoning

Staff recommends approval of the Conditional Use Permit and Site Plan as presented.



Taking the lead in Washington County.

Notice Requirements:

- Posting on the agenda
- Notification of all contiguous property owners
- Class II Legal Notice prior to Public Hearing

Potential Action:

Motion to recommend the Village Board approve the Conditional Use Request and Site Plan for N170 W21750 Rosewood Lane.

Attachments:

1. PC Application
2. Location Map
3. Floor Plan
4. Elevations
5. Site Plan
6. Landscape plan

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: Architectural Approval

Provide a brief overview of proposed use(s) of entire property and/or lease space: Construct a 6 family apartment complex.

Hours of Operation: 24/7

Provide a brief overview of proposed daily on-site operations: No onsite office.

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: _____

Describe all businesses, properties and other entities located adjacent to the proposed use: mobile home park to the east, single family to the west, multi-family to the north.

Describe any proposed, development, on-site improvements, or other construction/remodeling activities: _____
Construct one building consisting 2 bedroom units, 6 total.

Describe any proposed grading, and/or stormwater management plan: Construction plans to be submitted to the Village for approval.

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: _____
Landscape plan included

Describe any proposed on-site security measures including site lighting: Wall pack building lights to light the parking area. Strret lights already exisit on Rosewood Lane

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): _____
building will be sprinklered

Describe the projected traffic circulation and impacts: very minimal only 6 apartment homes

List all setbacks from rights-of-way and property lines and height limitations: _____

Provide status of State/Federal License(s) or Certificate(s) required for operation, if any: _____

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
 No Yes If yes, explain: _____

Describe any proposed signage including type, size, and location: _____

If construction is proposed, describe proposed exterior building materials (type, color, etc.): _____
color rendering attached.

Describe any site-specific features/constraints, etc.: _____

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: _____
We have 3 parking spots for each unit. One in the garage, one outside the garage and one additional in the parking lot.

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): _____
Will have arbor vitae as a screen in the parking lot to block car lights to adjacent property.

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: _____
We will contract with GFL to remove trash and recycling. We will use bins as we do at Lake Terrace and Green Valley.

Projected Sewer/Wastewater Usage: _____ gal/year


Projected Water Usage: _____ gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

You MUST sign and date this Application!

Applicant Name (Print): Carla J Dunn

Applicant Signature: 

Co-Applicant Name (Print): _____

CO-Applicant Signature: _____

Date of Application: 4-21-25

SUBMIT TO: Village of Jackson – Building Inspection Dept.
W194 N16660 Eagle Drive
Jackson, WI 53037

PAYMENT INFO: Payment is required at the time of submittal.
Cash, Checks, or Credit Cards are accepted (fees apply)
(Make checks payable to Village of Jackson)

QUESTIONS?

Zoning Director: For questions concerning **application submittal, zoning, or technical questions.**
Phone: (262) 677-9696 x810
Email: collin.johnson@villageofjacksonwi.gov

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

In-House Approval (O-T-C): Date: _____, 20____

Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY	
Acct. #: 100-00-45730-000-00	
Date Received:	<u>4-25-25</u>
Amount: \$	<u>17500</u>
Payment Type:	<u>CH</u> / CC / CASH
Check/Rcpt. #:	<u>030733</u>
Received By:	<u>[Signature]</u>

VILLAGE OF JACKSON

N168W19851 MAIN ST
JACKSON, WI 53037

Receipt Nbr: 297291

Date: 4/25/2025

Check

RECEIVED FROM DITTMAR REALTY

\$175.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	PLANNING / ZONING FEES COND USE ROSEWOOD/DITTMAR	175.00

TOTAL RECEIVED		175.00
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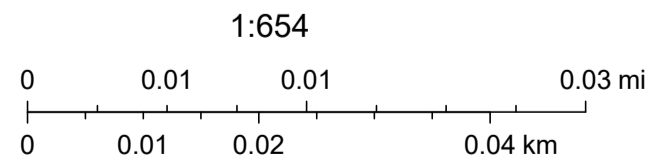
Receipt Memo: COND USE ROSEWOOD LN/CK#030733

Rosewood Lane

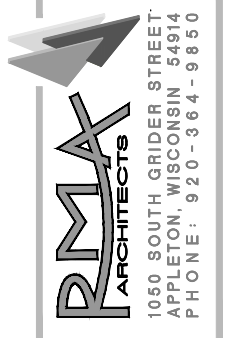


3/10/2025, 8:41:58 AM

- Current Parcel
- Override 1
- Address Point
- Lot Number
- Certified Survey Number
- Leader Lines
- Parcel Taxkey & Acreage
- PLSS Section
- PLSS Quarter
- Lot
- Plat
- Certified Survey Map
- Right-of-Way
- Municipality
- Local Road Labels
- Local Road
- Named Private Drive
- Meander Line



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PROPOSED SITE FOR:
TOWNHOUSE - DITTMAR REALTY INC
ROSEWOOD LANE
JACKSON, WISCONSIN

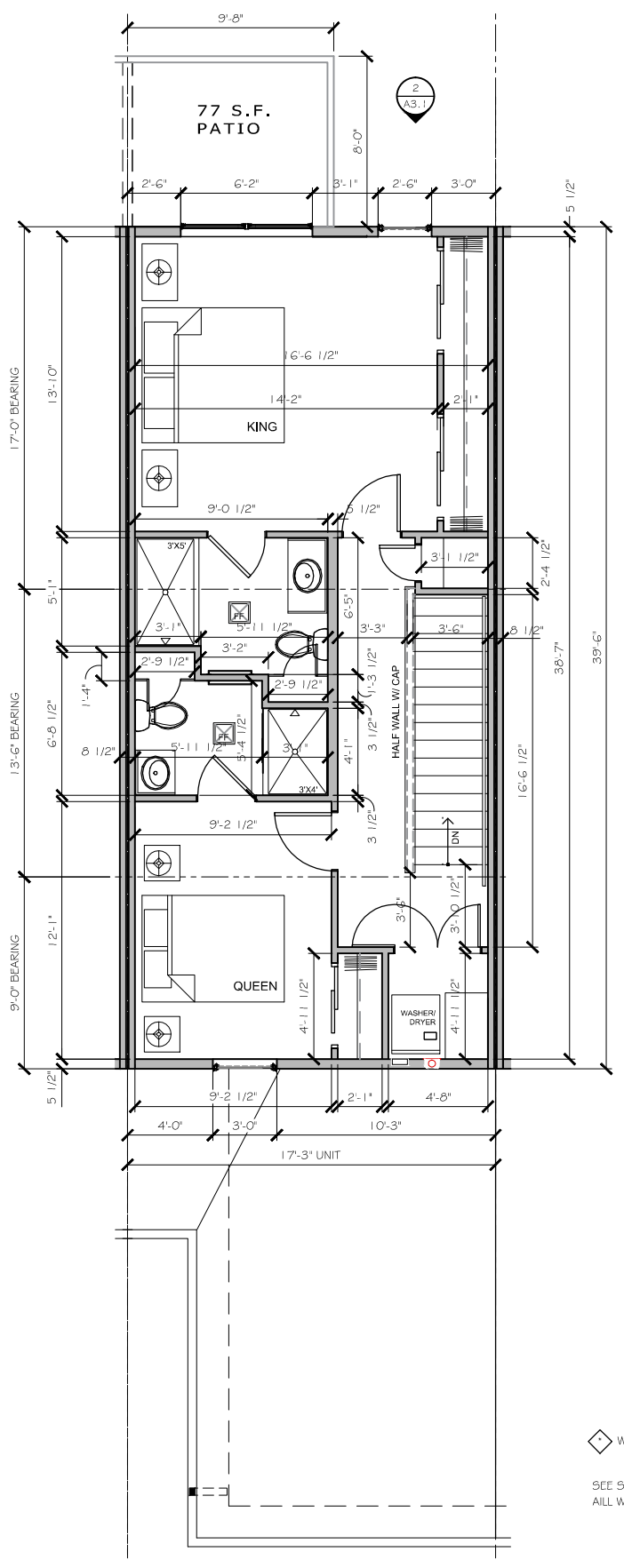
REVISIONS

DRAWN BY
KAE
CHECKED BY
TFM

DATE
4/3/25

PROJECT NO.
255009

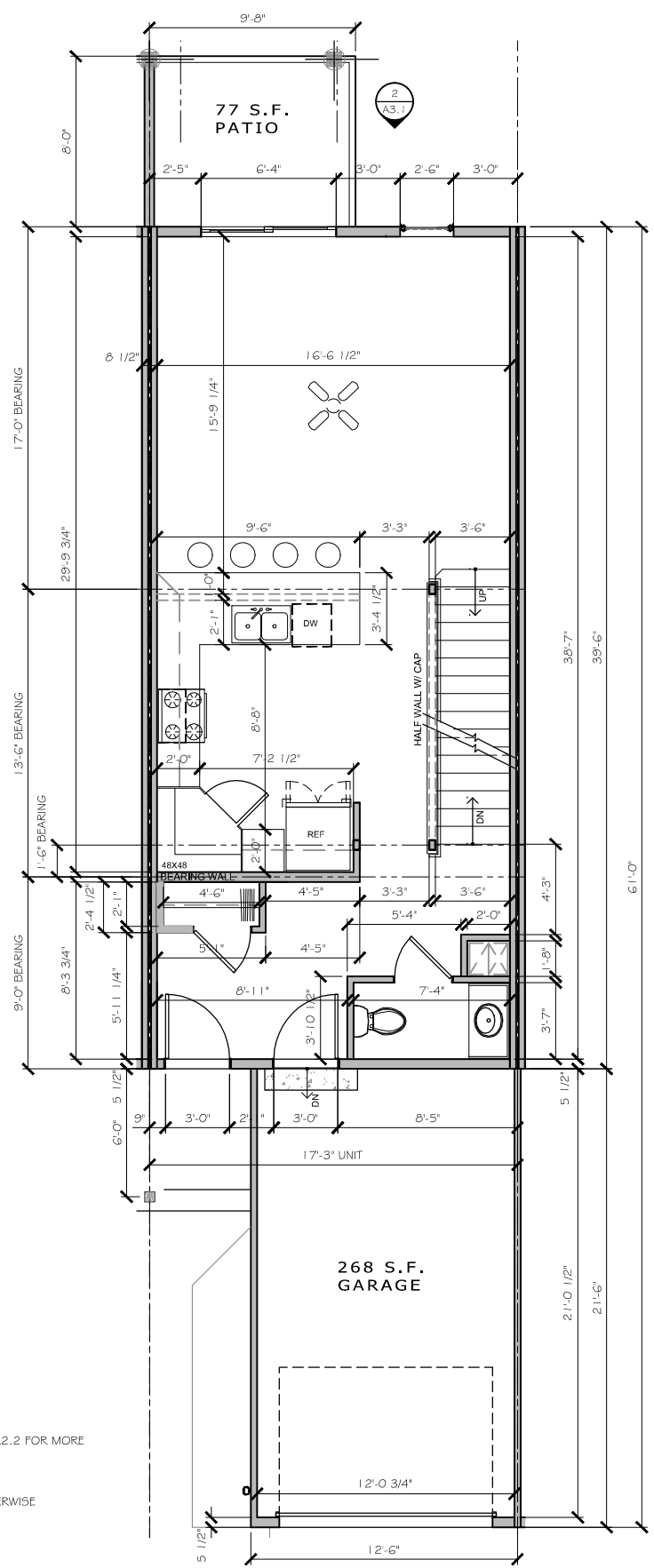
A2.3



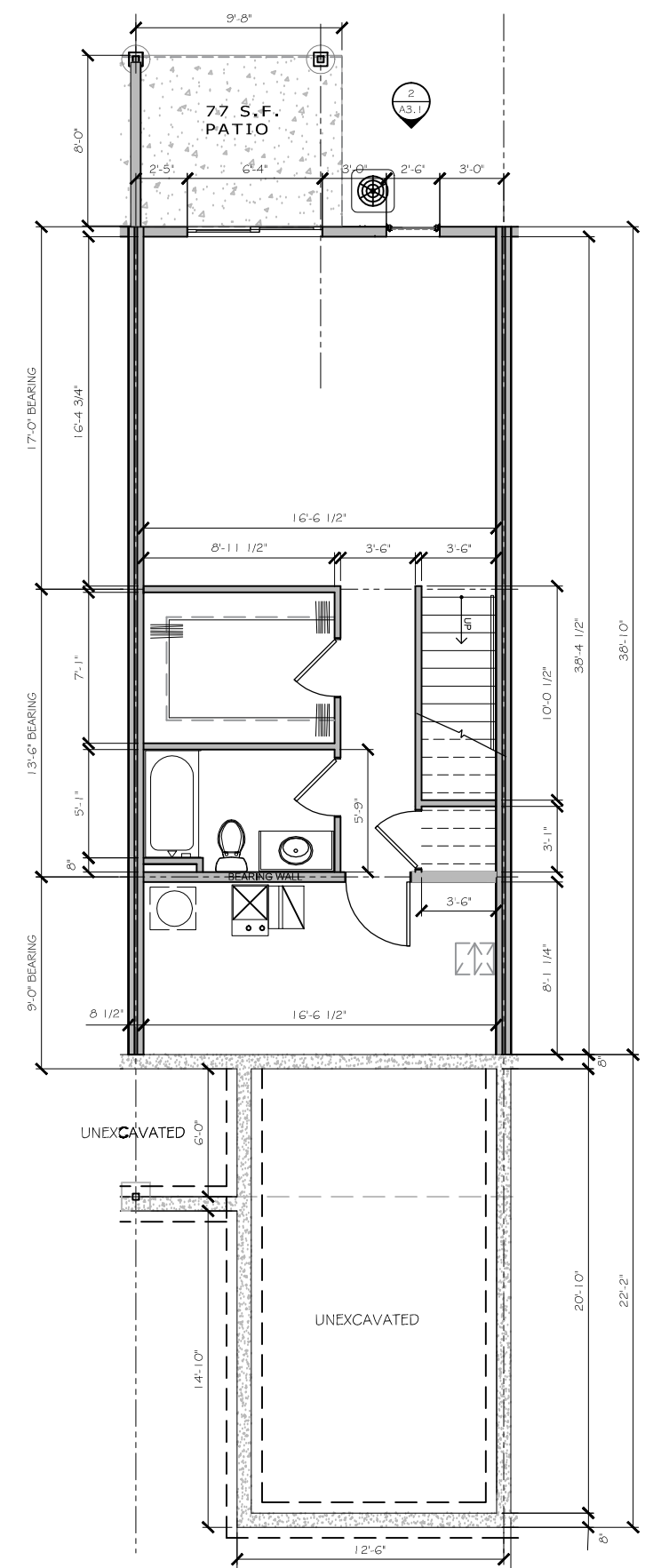
2ND FLOOR - UNIT PLAN
SCALE: 1/4" = 1'-0" 682 S.F. +/- UNIT



WALL TYPES REFERENCE SHEET A2.2 FOR MORE INFORMATION
SEE SHEET A2.3 FOR END UNITS
ALL WALLS 2X4 UNLESS NOTED OTHERWISE



1ST FLOOR - UNIT PLAN
SCALE: 1/4" = 1'-0" 682 S.F. +/- UNIT



LOWER LEVEL - UNIT PLAN
SCALE: 1/4" = 1'-0" 528 S.F. +/- FINISHED
154 S.F. +/- UNFINISHED



PRELIMINARY
NOT FOR CONSTRUCTION



MARCH 17, 2025

DITTMAR REALTY -TOWNHOUSES
ROSEWOOD LANE, JACKSON, WI

RMA ARCHITECTS, INC. • 1050 SOUTH GRIDER STREET • APPLETON, WISCONSIN 54914 • 920.364.9850



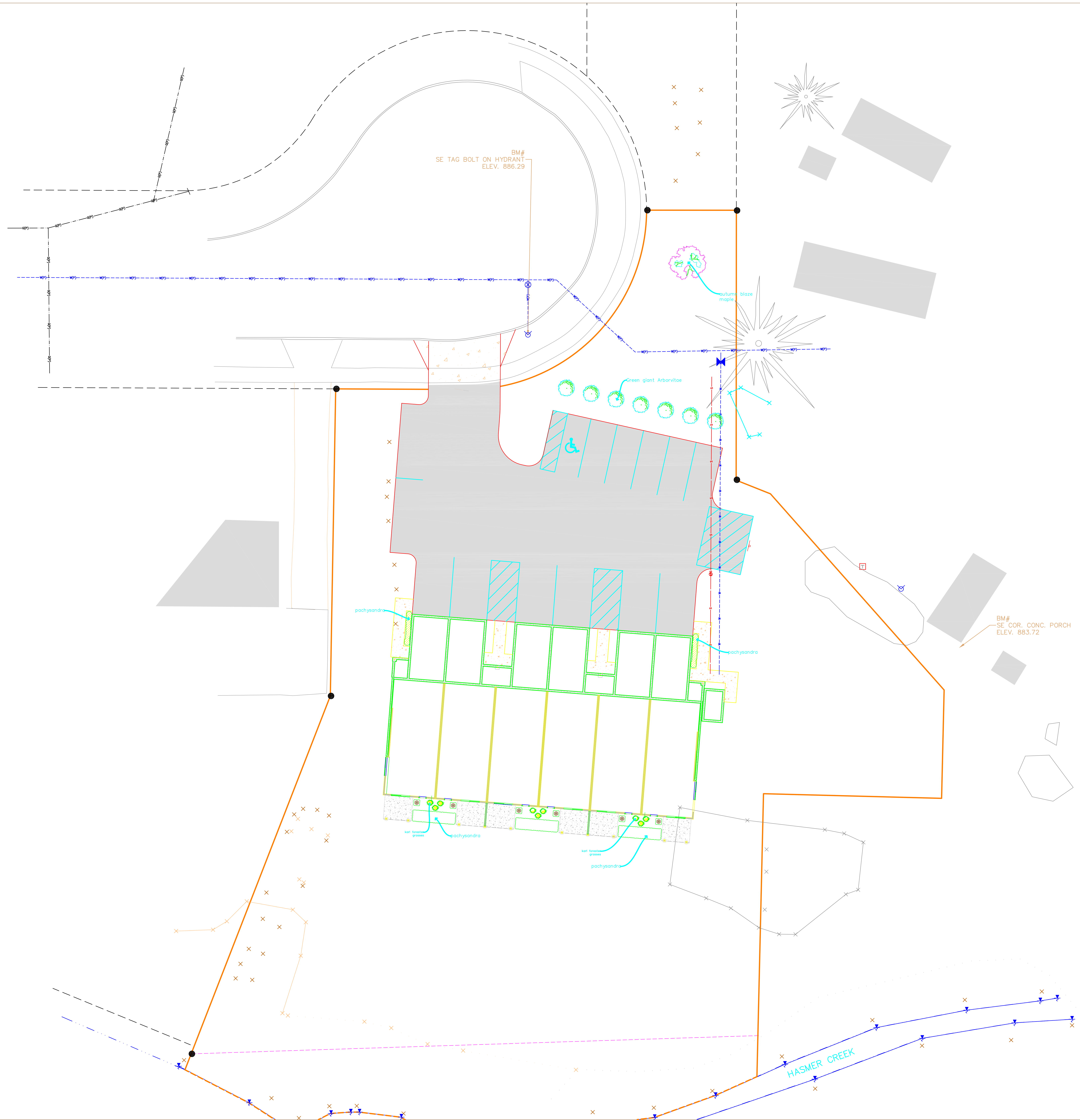


MARCH 18, 2025

DITTMAR REALTY - TOWNHOUSES
ROSEWOOD LANE, JACKSON, WI

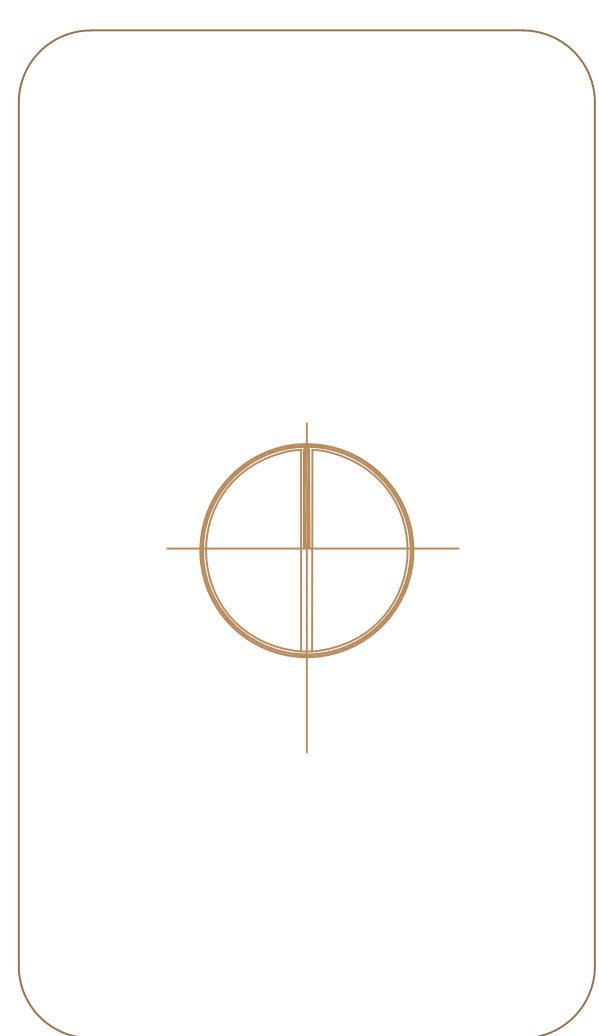
RMA ARCHITECTS, INC. • 1050 SOUTH GRIDER STREET • APPLETON, WISCONSIN 54914 • 920.364.9850





REVISIONS	BY

rosewood lane concept site plan
 N170W21785 Rosewood LN.
 Jackson, WI 53037



SCALE
 $\frac{3}{32}$ "

DESIGN BY
 ANDY
 DRAWN BY
 ANDY
 BASE MAP
 ANdy
 DATE
 04/22/25
 SHEET

1
 OF SHEETS



Taking the lead in Washington County.

STAFF MEMO

Village of Jackson
Plan Commission

Meeting Date: May 15, 2025
Agenda Item: # 4
To: Brian Heckendorf, Village President
Jen Heidtke, Village Administrator
Plan Commission
From: Collin Johnson, Director of Inspections/Zoning
Subject: Final Plat – Maple Fields Subdivision, Addition No. 2 – Neumann Developments, Inc.

Description / Background and Analysis:

The Preliminary Plat for the entire proposed subdivision was reviewed by the Village Plan Commission on December 2, 2021. The Plan Commission recommended approval of the Preliminary Plat to the Village Board for consideration at the December 14, 2021, meeting. The Village Board approved the Preliminary Plat with specific and general conditions.

The Developer has substantially completed construction on the sewer, water, stormwater, and general road infrastructure for Phase I and Phase II (Addition No. 1) and is now seeking approval of the Final Plat for the final phase (Addition No. 2) in order to begin construction on the utility and roadway improvements.

Staff have reviewed the proposed Addition No. 2 Final Plat and found it to be consistent with the Preliminary Plat previously approved by the Village.

Comprehensive Plan and Zoning Impacts:

The Final Plat is consistent with the prescribed uses outlined in the Village Comprehensive Plan and the Planned Unit Development zoning designation.

Site Plan:

See Final Plat.

Review Procedures:

The Plan Commission is advisory; and the Village Board makes the final decision.

Signage:

N/A

Additional Staff Comments:

N/A

Notice Requirements:

- Posting on the agenda

Potential Action:

Motion to recommend the Village Board approve the Final Plat for Maple Fields Subdivision, Addition No. 2.



Taking the lead in Washington County.

Attachments:

1. Maple Fields Ph.2 - PC Application - Final Plat
2. Maple Fields Addition No 2- Final Plat
3. 12022021 Plan Commission Minutes

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____

PROPERTY INFORMATION

- COMMERCIAL INDUSTRIAL RESIDENTIAL OTHER _____
- CONDITIONAL USE PLANNED UNIT DEVELOPMENT CERTIFIED SURVEY MAP
- New New CONCEPT PLAN
- Amendment Amendment
- Special Use Special Use OTHER Final Plat, Add. No.2
- (For existing Cond. Use ONLY)* *(For existing PUD ONLY)*

Property Address: West of Maple Road and south of Sherman Unit: _____ Jackson, WI

Parcel #: V3_0751037 Lot Size: _____ sq. ft. Building Area: _____ sq. ft.

Current Zoning: B-1 B-2 M-1 M-2 I-1 PUD Other R1 & R5 Floodplain: Y / N

APPLICANT INFORMATION

Name(s): Neumann Developments, Kevin Anderson

Mailing Address: N27 W24025 Paul Court, #100, Pewaukee State WI Zip 53072

Office: (262) 542-9200 Cell: (262) 825-8068 Fax: (_____) _____

Email: kevin@neumanncompanies.com

BUSINESS INFORMATION *(If New Business)*

Legal Business Name: _____

D/B/A: _____ FEIN #: _____ - _____

Mailing Address: _____ State _____ Zip _____

Office: (_____) _____ Cell: (_____) _____ Fax: (_____) _____

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): Maple Fields, LLC

Address: Same as above State _____ Zip _____

Office: (_____) _____ Cell: (_____) _____ Fax: (_____) _____

Email: same

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION *(Circle One)*

Firm Name: TRIO Engineering

Primary Contact: Josh Pudelko

Address: 4100 N. Calhoun Road, Brookfield State WI Zip 53005

Office: (262) 790-1480 Cell: (_____) _____ Fax: (_____) _____

Email: Jpudelko@trioeng.com

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: Final Plat for Addition No.2 to Maple Fields subdivision. Addition No.2 contains 28 Lots and connects to the existing Maple Fields Circle roadway.

Provide a brief overview of proposed use(s) of entire property and/or lease space: Single family residential

Hours of Operation: n/a

Provide a brief overview of proposed daily on-site operations: n/a

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: n/a

Describe all businesses, properties and other entities located adjacent to the proposed use: n/a

Describe any proposed, development, on-site improvements or other construction/remodeling activities: n/a

Describe any proposed grading, and/or stormwater management plan: Storm water management is designed to accomodate the additional lots and roadways with additional storm water facilities per the design plans submitted to the Village.

Describe any proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: Each home will be individually landscaped.

Describe any proposed on-site security measures including site lighting: n/a

Describe any existing or proposed Life Safety Systems (Includes fire hydrants, fire suppression & fire alarm systems): n/a

Describe the projected traffic circulation and impacts: This phase will complete Maple Fields Circle.

List all setbacks from rights-of-way and property lines and height limitations: per zoning

Provide status of State/Federal License(s) or Certificate(s) required for operation, if any: n/a

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
 No Yes If yes, explain: DNR Construction Site Storm water permit is issued for this work.

Describe any proposed signage including type, size, and location: none

If construction is proposed, describe proposed exterior building materials (type, color, etc.): n/a

Describe any site-specific features/constraints, etc.: n/a

Outline proposed parking requirements including number of spaces plus those dedicated for handicapped parking: n/a

Describe all proposed screening/buffering from adjacent properties (where required by ordinance): n/a

Describe the proposed provisions for refuse and recycling collection/storage and required screening/buffering: n/a

Projected Sewer/Wastewater Usage: _____ gal/year

Projected Water Usage: _____ gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Kevin Anderson

Applicant Signature: Kevin Anderson

Co-Applicant Name (Print): _____

CO-Applicant Signature: _____

Date of Application: ~~07-20-22~~ 05-02-25

You MUST sign and date this Application!

SUBMIT TO: **Village of Jackson – Building Inspection Dept.**
(Checks shall be made payable to Village of Jackson)
W194 N16660 Eagle Drive
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjacksonwi.gov

Village Clerk: For all **general questions** concerning meeting dates, times, etc.
Phone: (262) 677-9001 Ext. 213
Email: jilline.dobratz@villageofjacksonwi.gov

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

TEMPORARY *Expiration Date:* _____, 20____

Plan Commission Approval: *Meeting Date:* _____, 20____

Village Board Approval: *Meeting Date:* _____, 20____

In-House Approval (O-T-C): *Date:* _____, 20____

Approved by: Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: *Date:* _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY	
Acct. #: 100-00-45730-000-00	
Date Received:	5/6/2025
Amount: \$	125.00
Payment Type:	CH / CASH
Check/Rcpt. #:	1153
Received By:	CMJ

MAPLE FIELDS ADDITION NO. 2

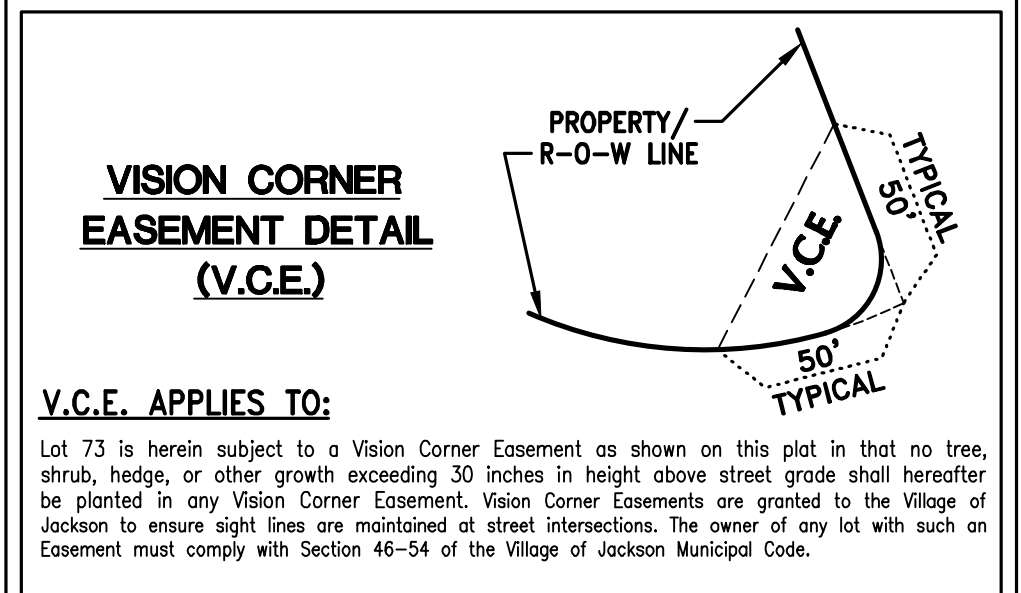
BEING A REDIVISION OF OUTLOT 4 OF "MAPLE FIELDS ADDITION NO. 1", BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

GENERAL NOTES:

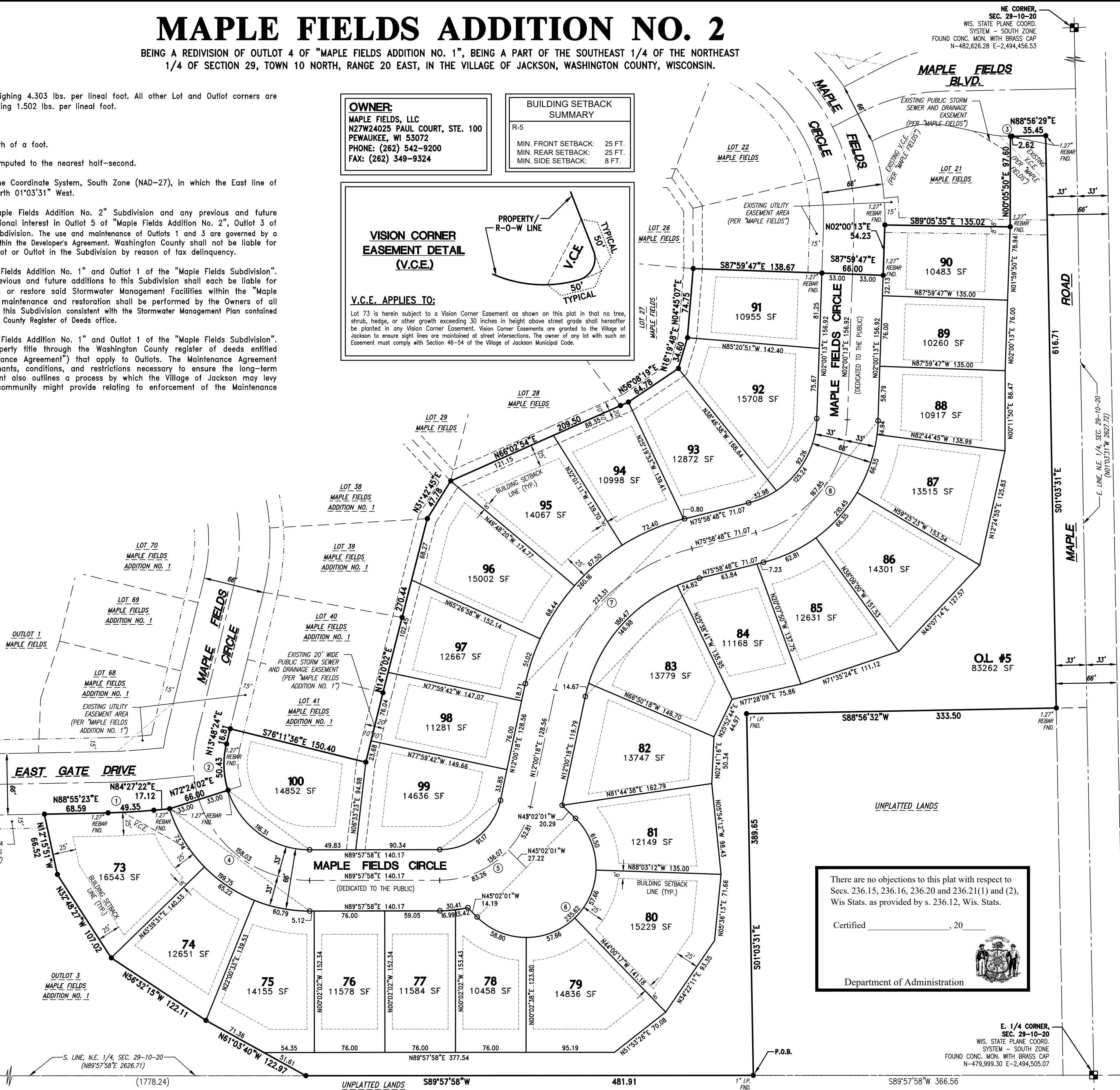
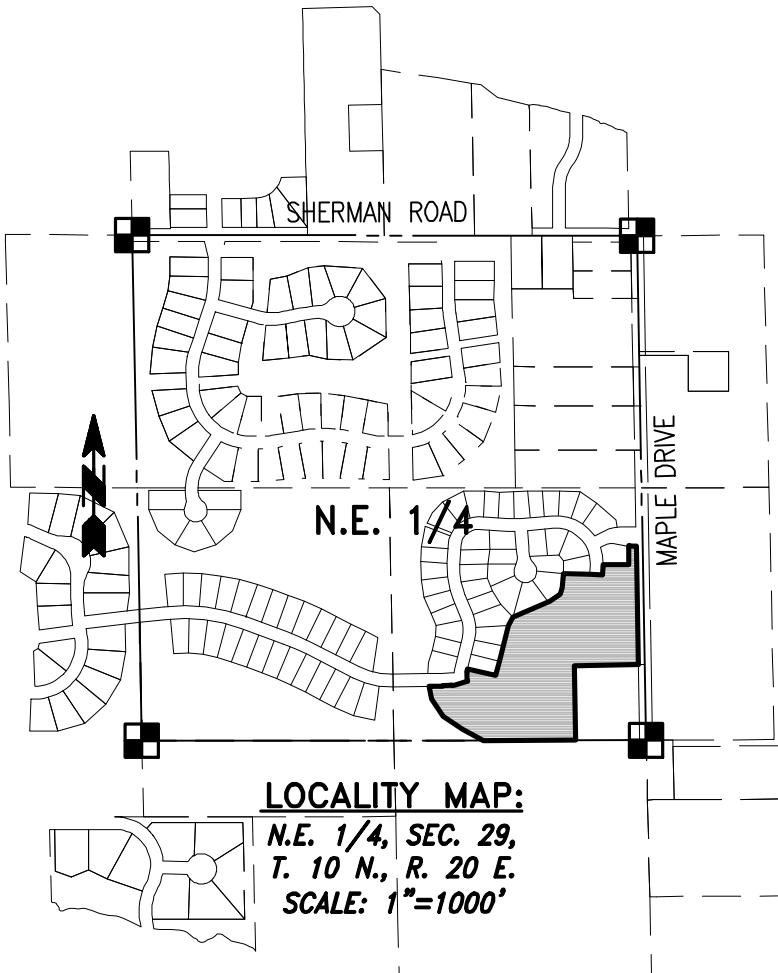
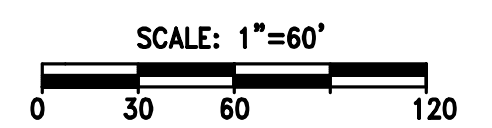
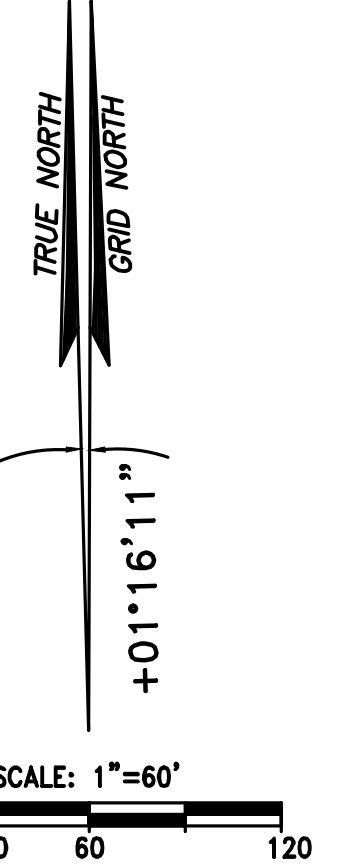
- - Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- - Indicates Found 0.75" Reinforcing Bar unless otherwise 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 (NAD-27), in which the East line of the N.E. 1/4 of Section 29, Town 10 North, Range 20 East, bears North 01°03'31" West.
- The Owners of the residential Lots 73 through 100 within the "Maple Fields Addition No. 2" Subdivision and any previous and future additions to this subdivision, shall each own an equal undivided fractional interest in Outlot 5 of "Maple Fields Addition No. 2", Outlot 3 of "Maple Fields Addition No. 1" and Outlot 1 of the "Maple Fields" Subdivision. The use and maintenance of Outlots 1 and 3 are governed by a land management plan approved by the Village of Jackson as contained within the Developer's Agreement. Washington County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlot 3 of "Maple Fields Addition No. 1" and Outlot 1 of the "Maple Fields Subdivision". The Owners of the residential Lots within this Subdivision and any previous and future additions to 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 the "Maple Fields" and "Maple Fields Addition No. 1" Subdivisions. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision and any previous and future additions to this Subdivision consistent with the Stormwater Management Plan contained in the Developer's Agreement recorded for this subdivision in the Washington County Register of Deeds office.
- Stormwater management practices are located in Outlot 3 of "Maple Fields Addition No. 1" and Outlot 1 of the "Maple Fields Subdivision". There are one or more separate documents recorded on the property title through the Washington County register of deeds entitled "Stormwater Management Practice Maintenance Agreement" ("Maintenance Agreement") that apply to Outlots. The Maintenance Agreement subjects this Subdivision Plot, and all Lot Owners therein, to covenants, conditions, and restrictions necessary to ensure the long-term maintenance of the storm water management practice. The Agreement also outlines a process by which the Village of Jackson may levy and collect special assessments or charges for any services the community might provide relating to enforcement of the Maintenance Agreement.

OWNER:
 MAPLE FIELDS, LLC
 N27W24025 PAUL COURT, STE. 100
 PEWAUKEE, WI 53072
 PHONE: (262) 542-9200
 FAX: (262) 349-9324

BUILDING SETBACK SUMMARY	
R-5	
MIN. FRONT SETBACK:	25 FT.
MIN. REAR SETBACK:	25 FT.
MIN. SIDE SETBACK:	8 FT.



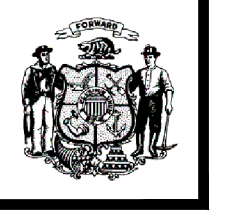
4100 N. Calhoun Road
 Suite 300
 Brookfield, WI 53005
 Phone: (262) 790-1480
 Fax: (262) 790-1481



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



CENTER, SEC. 29-10-20
 WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
 FOUND CONC. MON. WITH BRASS CAP
 N-479,997.75 E-2,491,878.65

E. 1/4 CORNER, SEC. 29-10-20
 WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
 FOUND CONC. MON. WITH BRASS CAP
 N-479,999.30 E-2,494,505.07

MAPLE FIELDS ADDITION NO. 2

BEING A REDIVISION OF OUTLOT 4 OF "MAPLE FIELDS ADDITION NO. 1", BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 10 NORTH, RANGE 20 EAST, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Outlot 4 of "MAPLE FIELDS ADDITION NO. 1", Recorded in the Office of the Register of Deeds for Washington County on July 11th, 2024 as Document No. 1598288, being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 29, Town 10 North, Range 20 East, in the Village of Jackson, Washington County, Wisconsin.

Said Parcel contains 533,377 Square Feet (or 12.2447 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of MAPLE FIELDS, 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 Village of Jackson, Washington County, Wisconsin in surveying, dividing and mapping the same.

Dated this ____ Day of _____, 20 ____.

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Scott M. Henke, being the duly elected, qualified and acting Treasurer of the County of Washington, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "MAPLE FIELDS ADDITION NO. 2".

Dated this ____ Day of _____, 20 ____.

Scott M. Henke, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Darlene Smith, being the duly elected, qualified and acting Treasurer of the Village of Jackson, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "MAPLE FIELDS ADDITION NO. 2".

Dated this ____ Day of _____, 20 ____.

Darlene Smith, Village Treasurer

VILLAGE BOARD APPROVAL:

Resolved, that the plat of "MAPLE FIELDS ADDITION NO. 2", in the Village of Jackson, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Jackson, on this ____ Day of _____, 20 ____.

Dated this ____ Day of _____, 20 ____.

Brian Heckendorf, Village President

Jen Heidtke, Village Administrator

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

MAPLE FIELDS, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, and MIDWEST FIBER NETWORKS, LLC, Grantee, AND

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

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

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

MAPLE FIELDS, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company 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:

1. Village of Jackson

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration

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

MAPLE FIELDS, LLC

Bryan Lindgren, President of
Neumann Developments, its Sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 20____, the above named Bryan Lindgren, President of Neumann Developments, its Sole Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Plat, and does hereby consent to the above certificate of MAPLE FIELDS, LLC, owner, this ____ day of _____, 20 ____.

MIDLAND STATES BANK

Dave Sobojinski, Senior Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above named Dave Sobojinski, Senior Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Commercial Lender 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, _____, IL
My Commission Expires: _____

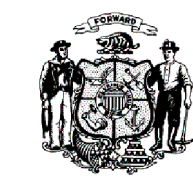
CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	BOUNDARY	633.00	4°28'01"	49.35	49.34	N86°41'22.5"E	N88°55'23"E	N84°27'22"E
2	BOUNDARY	92.00	31°24'22"	50.43	49.80	N01°53'47"W	N17°35'58"W	N13°48'24"E
3	BOUNDARY	130.00	1°09'21"	2.62	2.62	N89°31'09.5"E	S89°54'10"E	N88°56'29"E
4	C/L	125.00	72°26'04"	158.03	147.71	N53°49'00"W	S89°57'58"W	N17°35'58"W
	100	92.00	72°26'04"	116.31	108.72	N53°49'00"W	S89°57'58"W	N17°35'58"W
	SOUTH R/W	158.00	72°26'04"	199.75	186.71	N53°49'00"W	S89°57'58"W	N17°35'58"W
	73	158.00	26°44'31"	73.74	73.08	N30°58'13.5"W	N44°20'29"W	N17°35'58"W
	74	158.00	23°38'58"	65.22	64.75	N56°09'58"W	N67°59'27"W	N44°20'29"W
	75	158.00	22°02'35"	60.79	60.41	N79°00'44.5"W	S89°57'58"W	N67°59'27"W
5	C/L	100.00	77°57'40"	136.07	125.81	N50°59'08"E	N89°57'58"E	N12°00'18"E
	C/L-SOUTH	100.00	47°42'21"	83.26	80.88	N66°06'47.5"E	N89°57'58"E	N42°15'37"E
	C/L-NORTH	100.00	30°15'19"	52.81	52.19	N27°07'57.5"E	N42°15'37"E	N12°00'18"E
	99	67.00	77°57'40"	91.17	84.29	N50°59'08"E	N89°57'58"E	N12°00'18"E
	SOUTH R/W	133.00	13°06'06"	30.41	30.35	N83°24'55"E	N89°57'58"E	N76°51'52"E
	77	133.00	7°19'14"	16.99	16.98	N86°18'21"E	N89°57'58"E	N82°38'44"E
	78	133.00	5°46'52"	13.42	13.41	N79°45'18"E	N82°38'44"E	N76°51'52"E
6	TOTAL	75.00	180°00'00"	235.62	150.00	N44°57'59"E	S45°02'01"E	N45°02'01"W
	78	75.00	44°55'21"	58.80	57.31	S67°29'41.5"E	S45°02'01"E	S89°57'22"E
	79	75.00	44°02'55"	57.66	56.25	N68°01'10.5"E	S89°57'22"E	N45°59'43"E
	80	75.00	44°02'55"	57.66	56.25	N23°58'15.5"E	N45°59'43"E	N01°56'48"E
	81	75.00	46°58'49"	61.50	59.79	N21°32'36.5"W	N01°56'48"E	N45°02'01"W
7	C/L	200.00	63°58'30"	223.31	211.89	N43°59'33"E	N12°00'18"E	N75°58'48"E
	NORTH R/W	233.00	63°58'30"	260.16	246.86	N43°59'33"E	N12°00'18"E	N75°58'48"E
	97	233.00	12°32'44"	51.02	50.92	N18°16'40"E	N12°00'18"E	N24°33'02"E
	96	233.00	16°49'47"	68.44	68.19	N32°57'55.5"E	N24°33'02"E	N41°22'49"E
	95	233.00	16°36'00"	67.50	67.27	N49°40'49"E	N41°22'49"E	N57°58'49"E
	94	233.00	17°48'14"	72.40	72.11	N66°52'56"E	N57°58'49"E	N75°47'03"E
	93	233.00	0°11'45"	0.80	0.80	N75°52'55.5"E	N75°47'03"E	N75°58'48"E
	SOUTH R/W	167.00	63°58'30"	186.47	176.93	N43°59'33"E	N12°00'18"E	N75°58'48"E
	82	167.00	5°01'59"	14.67	14.66	N14°31'17.5"E	N12°00'18"E	N17°02'17"E
	83	167.00	50°25'34"	146.98	142.28	N42°15'04"E	N17°02'17"E	N67°27'51"E
	84	167.00	8°30'57"	24.82	24.80	N71°43'19.5"E	N67°27'51"E	N75°58'48"E
8	C/L	130.00	73°58'35"	167.85	156.43	N38°59'30.5"E	N75°58'48"E	N02°00'13"E
	WEST R/W	97.00	73°58'35"	125.24	116.72	N38°59'30.5"E	N75°58'48"E	N02°00'13"E
	93	97.00	19°28'58"	32.98	32.83	N66°14'19"E	N75°58'48"E	N56°29'50"E
	92	97.00	54°29'37"	92.26	88.82	N29°15'02"E	N56°29'50"E	N02°00'13"E
	EAST R/W	163.00	73°58'35"	210.45	196.14	N38°59'30.5"E	N75°58'48"E	N02°00'13"E
	85	163.00	22°04'48"	62.81	62.43	N64°56'24"E	N75°58'48"E	N53°54'00"E
	86	163.00	23°19'23"	66.35	65.89	N42°14'18.5"E	N53°54'00"E	N30°34'37"E
	87	163.00	23°19'22"	66.35	65.89	N18°54'56"E	N30°34'37"E	N07°15'15"E
	88	163.00	5°15'02"	14.94	14.93	N04°37'44"E	N07°15'15"E	N02°00'13"E

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



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

**APPROVED MINUTES
PLAN COMMISSION MEETING
Thursday, December 2, 2021 at 7:00 p.m.
Jackson Municipal Complex
Village Board Room
N168 W19851 Main Street
Jackson, WI 53037**

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:07 p.m.

Members Present: Tr. Kruepke, Sarah Mleziva, Jon Molkentin, Dan Reik, and Jon Weil

Member Excused: Tr. Emmrich

Staff Present: Building Inspector/Code Enforcement Officer Collin Johnson,
Administrator Jen Keller and Clerk Jilline Dobratz

2. Approval of Minutes for the Plan Commission Meeting of October 28, 2021 and Special Plan Commission Meeting of November 18, 2021

Motion by Jon Weil, second by Jon Molkentin to approve the Plan Commission minutes of October 28, 2021 and Special Plan Commission meeting of November 18, 2021 as submitted.

Vote: 6 ayes, 0 nays. Motion carried.

3. Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive

Motion by Pres. Schwab, second by Sarah Mleziva recommend Village Board approve the Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive.

Discussion on number of animals per Ordinance and expiration of Conditional Use Permit.

Motion amended by Pres. Schwab, second by Sarah Mleziva recommend Village Board approve the Conditional Use Permit – Holly and Maxwell Krajnik – Three Dogs – W207N17349 Parkview Drive per staff comment the approval would expire upon on the animal passing and it would not be extended.

Vote: 6 ayes, 0 nays. Motion carried.

4. Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision 3245 Maple Road

Bryan Lindgren, Neumann Developments, Inc., was present to answer any questions. They are not proposing any changes and will be phasing the development. They have no concerns with any of the staff comments.

Motion by Jon Weil, second by Jon Molkentin recommend the Village Board approve the Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision – 3245 Maple Road as presented.

Jon Weil inquired on signage and renaming East Gate Court. Easement discussion ensued.

Motion amended by Jon Weil, second by Jon Molkentin recommending the Village Board approve the Preliminary Plat – Neumann Developments, Inc. – Maple Fields Subdivision – 3245 Maple Road to include Staff comments general conditions of approval (1-4) and specific conditions of approval (1-12).
Vote: 6 ayes, 0 nays. Motion carried.

5. Covenants – Maple Fields Subdivision Discussion Only

Comments and questions included:

- Sidewalks are the Homeowners Responsibility
- Outline Maintenance Sidewalk Costs
- Potential Rental Restrictions
- Supply the Village with the Recorded Declarations
- East Gate Drive Finished Culverts
- Standardized Culverts

6. Developer’s Agreement – Draft – Maple Fields Subdivision – Discussion Only

Comments and questions included:

- Developer’s Agreement Specific to Phase One
- Developer’s Agreement Consistent with the Project
- Updated Drawings for the Phase

7. Citizens to Address the Plan Commission

None.

8. Adjourn

Motion by Pres. Schwab, second by Tr. Kruepke to adjourn.

Vote: 6 ayes, 0 nays. Meeting adjourned at 7:37 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCPC*
Village Clerk



Taking the lead in Washington County.

STAFF MEMO

Village of Jackson
Plan Commission

Meeting Date: May 15, 2025
Agenda Item: # 5
To: Brian Heckendorf, Village President
Jen Heidtke, Village Administrator
Plan Commission
From: Collin Johnson, Director of Inspections/Zoning
Subject: Development Agreement - Maple Fields Subdivision, Addition No. 2 - Maple Fields, Inc.

Description / Background and Analysis:

This Development Agreement and supporting documents are being presented for Village review and comment. Maple Fields, Inc. and the Village of Jackson shall enter into a Developer's Agreement for the improvement of property identified as tax Parcel V3_0751076 totaling 12.24 acres. This draft agreement speaks to the third and final phase of development for the Maple Fields Subdivision.

Plans which the developer has included for review and approval by the Village prior to land disturbance include stormwater plans, drainage plans, erosion control plans, grading and landscaping plans, and road/utility plans. These reviews are expected to take place at the Staff level.

Comprehensive Plan and Zoning Impacts:

N/A

Site Plan:

N/A

Review Procedures:

The Plan Commission is advisory; and the Village Board makes the final decision.

Signage:

N/A

Additional Staff Comments:

None.

Notice Requirements:

- Posting on the agenda.

Potential Action:

Motion to recommend the Village Board approval of the Maple Fields Subdivision, Phase III (Addition No. 2) Development Agreement conditioned upon Staff review and approval of the forthcoming plans to satisfy requirements for Exhibit B plans.

Attachments:

1. Maple Fields Phase 3 Development Agreement Draft



2. Development Agreement Exhibits

Taking the lead in Washington County.

	DEVELOPMENT AGREEMENT	
Document Number		
Return Address:	Administrator - Jen Heidtke Village of Jackson N168W19851 Main Street Jackson, WI 53037	
Parcel I.D. Number:		Recording Area

This Development Agreement for Phase III (Addition No. 2) of Maple Fields Subdivision applies to the following described property (the "Property"):

Being a redivision of Outlot 4 of "Maple Fields Addition No. 1", being a part of the southeast 1/4 of the northeast 1/4 of section 29, Town 10 north, range 20 east, in the Village of Jackson, Washington County, Wisconsin.

Dated this _____ day of _____, 2025.

VILLAGE OF JACKSON

By: _____
Jen Heidtke, Village Administrator

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2025, Jen Heidtke, Village Administrator of the Village of Jackson, to me known to be the person who executed this instrument.

Notary Public – State of Wisconsin
My Commission: _____

This instrument was drafted by Administrator Jen Heidtke

**MAPLE FIELDS – PHASE 3
DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is entered into as of the latest date set forth below by and between Maple Fields, Inc. (“Developer”), and its successors and assigns, and the Village of Jackson, Washington County, Wisconsin (“Village”).

Recitals

- A. Developer owns or intends to own the property shown on the Preliminary Plat attached hereto as Exhibit A (the “Property”). The Property is located within the Village.
- B. The public improvements within the project shall be completed in three phases in accordance with the plan attached hereto (see Exhibit A).
- C. Developer intends to develop the Property as a Hundred (100) lot residential subdivision with Two (2) Outlots. Phase 3 contains Twenty-eight (28) single family residential lots. The Property will be developed with municipal sewer and water provided by the Village (the “Development”).
- D. The Village seeks to protect the health, safety, and general welfare of the community in approving the Development by requiring Developer to comply with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations and benefits provided hereunder, Developer and the Village agree as follows:

- 1. **Scope of Agreement.** The Development is proposed to be developed in multiple phases as shown on Exhibit A. This Agreement is intended to govern Phase Three.
- 2. **Construction of Improvements.**
 - a. **Incorporation of Plans.** Construction of the Development will occur in compliance and conformity with the following plans, which have been approved by the Village and are attached hereto as Exhibit B. [Attach plans – Road plans, development plans, grading plans, landscape plans, erosion control plans, drainage plans, stormwater management plans, etc.]
 - b. **Contractors Engaged by Developer.** Developer agrees to engage fully qualified and experienced contractors for all construction included in this Agreement. The contractors shall perform their work to the standards of the Village and shall comply with the requirements of the Village’s ordinances and standards in

{MAPLE FIELDS – PHASE 3 DEVELOPMENT AGREEMENT}

{Page 2 of 10}

performing their work. Developer shall furnish the Village with the names of all contractors and their subcontractors; with classification of the work, they will perform prior to beginning any work.

- c. Village Approval and Starting Dates. No land disturbance or work may begin without the Village's approval of the starting date and schedule, which shall be submitted by Developer to the Village a minimum of seven calendar days before work or land disturbance is scheduled to begin. A starting date will not be approved until final plans and specifications for the land disturbance and work have been approved by the Village.
- d. Responsibility for Costs. Developer agrees that the Village shall not be responsible for any costs or charges related to the Development except any specifically enumerated and agreed to in writing by the Village and the Developer.
- e. Acceptance of Work.
 - (1) The Village may have an inspector on site during the construction of the improvements. If acceptable, the Village will certify the improvements as being in compliance with the standards and specifications of the Village. Before obtaining final acceptance of any improvement, the Developer shall present to the Village valid lien waivers from all persons providing materials or performing work on the improvements.
 - (2) No improvements will be accepted by the Village until they have been inspected and approved by the Village and, further, not until all outstanding Village incurred costs, including engineering, inspection, and legal charges indicated herein, have been paid in full and affidavits and lien waivers are received by the Village indicating that Developer's contractors and their suppliers have been paid in full for all work and materials furnished under this Agreement.
- f. Letter of Credit. Developer agrees to provide the Village, on or before the effective date of this Agreement, with security in the form of an irrevocable letter of credit or cash deposit, as deemed acceptable by the Village and its legal counsel, in the minimum amount of \$1,214,243.31 to secure completion of the improvements within the Development. In addition, such security shall remain in full force and effect until the expiration of 14 months from substantial completion as defined by WI Statute 236. The security on any letter of credit shall be payable to the Village at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the Village is entitled to draw pursuant to the terms of this Agreement, (ii) an affidavit executed by the Village

{MAPLE FIELDS – PHASE 3 DEVELOPMENT AGREEMENT}

{Page 3 of 10}

President stating that Developer is in default under this Agreement; and (iii) the original of the letter of credit.

- g. Guaranty. Developer agrees to guarantee and warrant all work on the road improvements or other public infrastructure performed under this Agreement against defects in workmanship or material for a period of twelve months from the date of acceptance by the Village. If any defect should appear during the guaranty period, Developer agrees to make required replacement or acceptable repairs of the defective work at Developer's expense. This expense includes total and complete restoration of any disturbed surface or components of the improvements to the standards provided in the plans and specifications. All guarantees or warranties for materials or workmanship from contractors or subcontractors to Developer which extend the twelve-month guaranty period shall be assigned by Developer to the Village.

- h. Street Signs, Street Lamps, Trash Containers, Detention Pond, Street Trees and other Facilities. Developer shall cause electrical power and telephone facilities to be installed at the Development in such a manner as to make adequate service available to each lot within the Development. No electrical or telephone service may be located on overhead poles unless specifically authorized by the Village due to exceptional topography or other physical barrier. Plans indicating the proposed location of all electrical power and telephone distribution and transmission lines required to service the Development shall be approved by the Village. The Developer shall reimburse the Village for installation of all signs at the intersection of all streets proposed to be dedicated a street sign of a design as approved by the Village.
 - (1) Streetlamps. The Developer agrees to pay for the cost of the installation of streetlamps and restoration required by the installation of underground wiring per the Village developed plan. The Village of Jackson will select the type and location of the streetlamps used for the Subdivision. The Village of Jackson will hire a contractor for the installation. The Street Lamps will be owned and maintained by the Village of Jackson.

 - (2) Trash Containers. A standard Village trash container and recycling bin will be provided by the Village at the time of the Certificate of Occupancy is issued for each residential unit contracted for trash and recycling pickup.

 - (3) Detention Pond. The detention pond easement area of Outlot TBD on Maple Fields Addition No. 2 Final Plat, as approved by the Village for this development, and the responsibility for the maintenance of the entrance median within the development shall be transferred to a homeowner's

association created by Developer. The Developer shall maintain the detention pond and the common areas until they are transferred to the homeowner's association. Upon transfer to the homeowner's association, the homeowner's association shall be responsible for maintaining the pond and the common areas. The Village shall be a party entitled to enforce the obligations of all members of the homeowner's association.

(4) The subdivider or developer shall provide for the planting of two-inch caliper street trees (measured four feet from the surface of the ground when planted) in all new subdivisions, planned unit development, and appropriate conditional use requests. The number of trees shall be calculated on a one tree per 60 lineal feet of lot frontage. The planted trees shall be guaranteed for a period of one year from installation, which the developer shall provide the DPW Director notice of planting completion. In the event there is a rural cross section, two (2) trees per lot shall be planted within 5' of the front yard property line.

- i. Temporary Signs. Developer may apply for and place its temporary promotional signs on the Developer's property, if approved by the Village, until the models are sold.
- j. Maintenance of Improvements. Developer shall provide for the maintenance and repair of all improvements described in Exhibit B until such time that the improvements, as applicable, are dedicated to the Village (and then, subject to the warranties contained herein).
- k. Time for Completion. Completion of the improvements described in Exhibit B shall occur in accordance with the project schedule attached as Exhibit C. Time is of the essence regarding all dates set forth in the project schedule.
 - (1) In addition to the time limits outlined in Exhibits B and C, Developer shall complete the binder course of asphalt prior to issuance of building permits within the site.
 - (2) The second course of asphalt shall be installed no later than 12 months following the installation of the first course of asphalt, or as directed by the Village Engineer.
- l. Indemnification and Insurance. Developer will indemnify, defend, and hold the Village harmless from and against all claims, costs, and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work described in this Agreement except to the extent caused by the willful or negligent acts or omissions of the Village or its officers, employees, agents, or contractors.

{MAPLE FIELDS – PHASE 3 DEVELOPMENT AGREEMENT}

{Page 5 of 10}

Developer is not an agent or employee of the Village. Developer shall require its contractors engaged in the construction of the Development to maintain a current Certificate of Insurance on file with the Village in amounts approved by the Village and naming the Village as additional insured. Developer shall also require that its contractors and their subcontractors indemnify, defend, and hold the Village harmless in the manner set forth in this Agreement.

Developer shall indemnify, defend, and hold the Village and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the Village by, under, pursuant to, or in connection with the Plat or this agreement (including, but not limited to, street right of way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air, or any other receptor.

- m. Specifications for Improvements. Developer shall abide by all applicable Village ordinances and conditions in effect at the time of approval and in place for the Development by the Village Board, Plan Commission, or the Village's engineers when fulfilling its obligations under this Agreement. Developer shall also fully comply in a timely fashion with all Village ordinances, including zoning, subdivision, and utility-related ordinances.
- n. General Standards. Where standards and/or specifications have not been established by the Village, all work shall be done in accordance with generally established engineering practices, as designated and approved by the Village.
- o. Inspections. The Village may inspect the improvements constructed pursuant to this Agreement at intermittent times as they are constructed and completed and, if acceptable to the Village, certify them as being in compliance with the standards and specifications of the Village. If inspection reveals that any improvements do not conform to Village standards or are otherwise defective, the Village will provide timely notice to Developer. Developer shall have 30 days from issuance of such notice to correct or substantially correct the defect. The Village shall not declare a default under this Agreement during the 30-day correction period on account of any such defect unless it is clear that Developer does not intend to correct the defect or unless the Village determines that

immediate action is required in order to remedy a situation that poses an immediate health or safety threat.

- p. Improvements are Private Unless Dedicated. All improvements constructed by Developer shall remain private unless dedication of any improvement is accepted in writing by the Village Board.
- 3. **Street Repair.** Developer is liable to the Village for any damage to any Village Street caused by construction of the Development. Developer hereby consents pursuant to Wis. Stat. § 66.0703(7)(b) to the Village levying special assessments or special charges if the Village is required to repair or replace all or any portion of a Village Street.
- 4. **Developer to Reimburse Village for Costs Sustained.** Developer shall reimburse the Village for its actual cost of design reviews, inspections, testing, and associated engineering, legal, and other fees relating to the review, approval, and construction of the improvements described in this Agreement. Developer shall also be responsible for paying all fees applicable to the Development in accordance with the Village's ordinances, resolutions, and fee schedules.
- 5. **Waiver of Special Assessment Notice/Hearing.** In accordance with Wis. Stat. § 66.0703(7)(b), Developer and all relevant property owners waive all special assessment notices and hearings pursuant to the provisions of Wis. Stat. § 66.0703.
- 6. **Subdivision Covenants.** A copy of the recording page of the covenants for the Development are attached as recorded at the Washington County Register of Deeds. These covenants may not be amended without recording the changes with the affected properties. The Village of Jackson will not act as an enforcement agent of said covenants.
- 7. **Supplemental General Conditions.**
 - a. No Vested Rights Granted. Except as provided by law, or as expressly provided by this Agreement, no other vested rights in connection with the Development shall inure to the Developer. In addition, the Village does not warrant by this Agreement that the Developer is entitled to approvals of any other nature other than as specified in this Agreement.
 - b. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both Village and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Village's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the

{MAPLE FIELDS – PHASE 3 DEVELOPMENT AGREEMENT}

{Page 7 of 10}

Developer or the acceptance of any improvement. No Village approval pursuant to this Agreement eliminates the need for other local, state, or federal authorizations relevant to the Development.

- c. Amendment. This Agreement may be amended or modified only by written agreement, signed by both parties.
- d. Default. The Village reserves to itself all remedies available at law or equity as necessary to cure any default by Developer. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.
- e. Entire Agreement. This Agreement, and any written amendments and referenced attachments, hereto, shall constitute the entire agreement between the Village and Developer pertaining to the Development.
- f. Binding Effect. This Agreement is binding upon the parties hereto, as well as their respective heirs, successors and assigns.
- g. Enforcement Attorneys' Fees. If the Village is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the Village substantially prevails on any claim in the litigation, arbitration, or mediation, the Developer shall pay all Village costs, including reasonable attorneys' fees and expert witness fees.
- h. No Assignment. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express, prior written approval of the Village. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the above, the burdens of this Agreement are personal obligations of the Developer and shall also be binding on the heirs, successors and assigns of the Developer.
- i. Insurance. The Developer shall provide the Village with a certificate of insurance and active insurance naming the Village as an additional insured for the issuance of permits, ongoing operations, and completed operations with minimum commercial general liability coverage of \$2,000,000 per occurrence and \$5,000,000 general aggregate together with workers' compensation and employers' liability in the amount of \$500,000 for each accident. Such insurance must be maintained for a period of not less than twelve months after the acceptance of the project and completion of all work described in this agreement. Insurance must be provided by an insurance company authorized to do business in the State of Wisconsin and must have an AM Best rating at the time of inception of the policy of A- or better. Developer must also require their contractors and subcontractors to provide insurance no less than above,

including additional insured provisions protecting the Village for ongoing and completed operations.

- j. Sovereign Immunity. Nothing contained in this Agreement constitutes a waiver of the Village’s sovereign immunity under Wisconsin law.
- k. Disclaimer of Personal Liability of Public Officials. Under no circumstances shall any Village official, officer, employee or agent (together “Village”) have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. Furthermore, the Village shall have no obligation or liability for any obligations or responsibility to any lending institution, contractor or subcontractor or any other party retained by the Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. The Developer specifically agrees that no representation, statements, assurances or guarantees will be made by the Developer to any third party or by any third party that is contrary to this provision.
- l. Developer Representations and Warranties. Developer represents and warrants to the Village (a) that it is a corporation duly organized and existing under the laws of the State of Wisconsin and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement, and the consummation of the transaction contemplated by this Agreement, have been taken in accordance with applicable law, and (b) that all documents required to be executed and delivered by the Developer have been duly and validly authorized, executed and delivered and will be enforceable against the Developer in accordance with their terms, except as limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors’ rights.
- m. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegal or unenforceable part, term or provision shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never included in this Agreement.
- n. Recording. The parties agree that this Agreement shall be recorded with the Washington County Register of Deeds. The Developer shall reimburse the Village for the cost of recording this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Dated this _____ day of _____, 2025.

{MAPLE FIELDS – PHASE 3 DEVELOPMENT AGREEMENT}
{Page 9 of 10}

GENERAL NOTES

- THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
 - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
 - THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
 - WDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
 - WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
 - VILLAGE OF JACKSON TECHNICAL STANDARDS.
- THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
- EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
- THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
- PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
- ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
- ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
- THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY OR AS REQUIRED BY THE CITY OF PEWAUKEE.
- THE CONTRACTOR MUST AND IS REQUIRED TO NOTIFY THE VILLAGE OF JACKSON SEWER AND WATER UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF WATER MAIN FILLING, WATER MAIN FLUSHING, WATER MAIN TESTING AND WATER MAIN CONNECTIONS. NO CONNECTION SHALL BE MADE TO THE EXISTING WATER SYSTEM UNTIL SAFE SAMPLES FROM THE NEW MAIN HAVE BEEN OBTAINED.

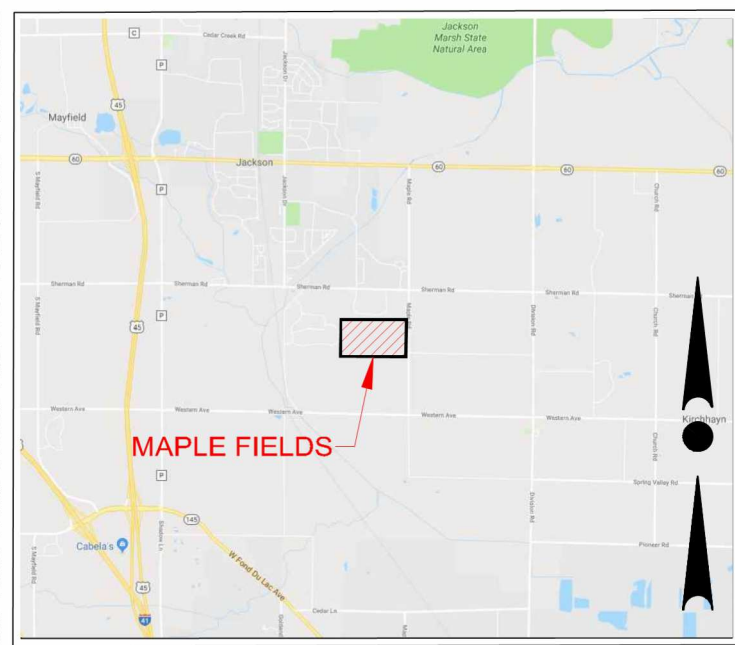
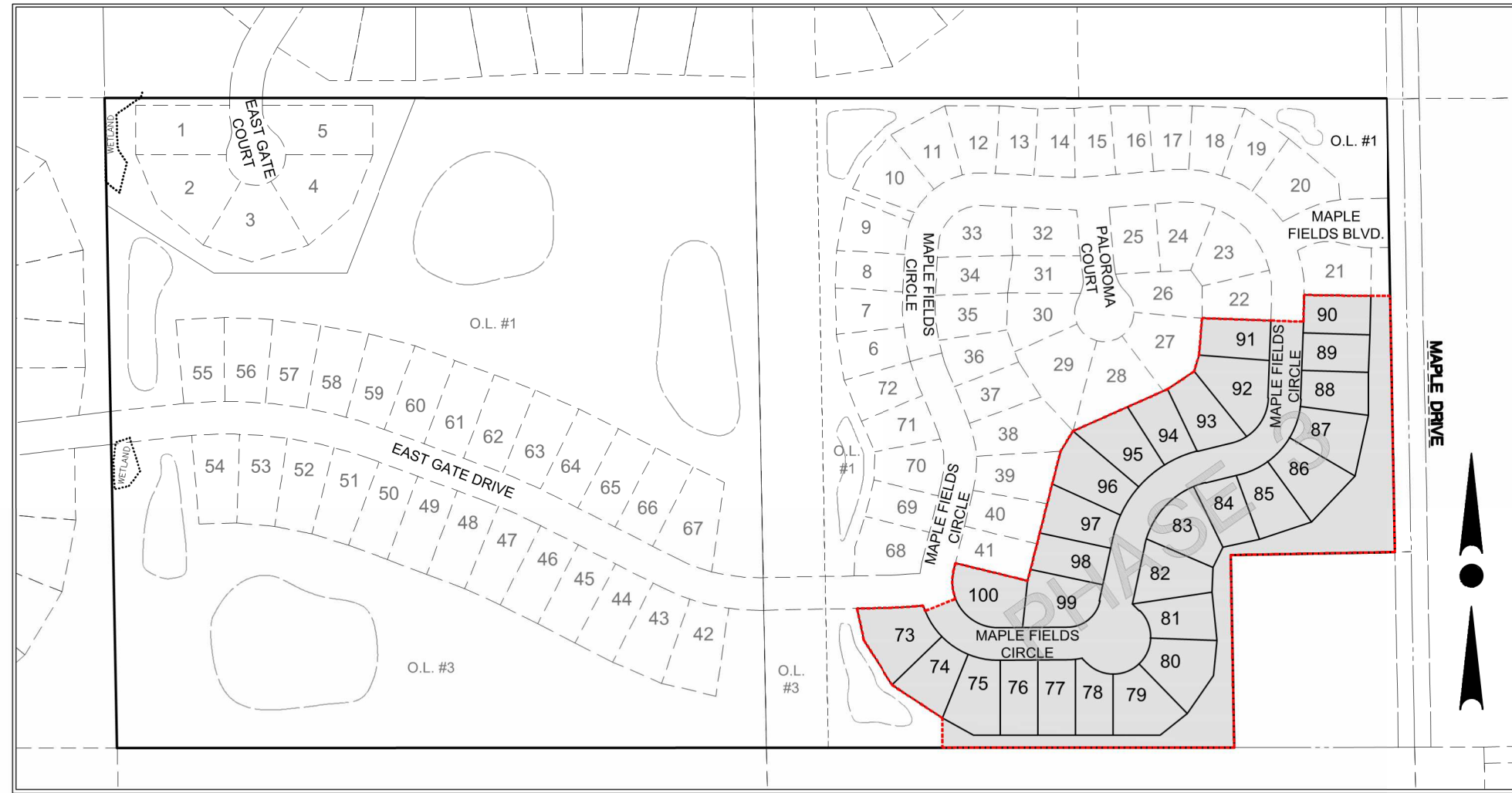
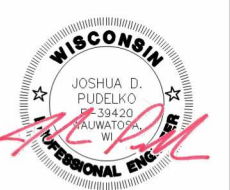
MAPLE FIELDS – PHASE 3

SINGLE FAMILY RESIDENTIAL SUBDIVISION

SITE DEVELOPMENT PLANS

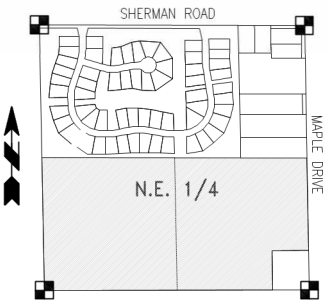
VILLAGE OF JACKSON, WISCONSIN

EXHIBIT "B"



LOCATION MAP
NOT TO SCALE

SITE PLAN
SCALE: 1" = 150'



LOCALITY MAP:
N.E. 1/4, SEC. 29, T. 10 N., R. 20 E.
SCALE: 1"=2000'

SHEET INDEX

CIVIL	
T1	- COVER SHEET
C1.0	- OVERALL INTERIM GRADING PLAN
C1.1-C1.2	- INTERIM GRADING PLANS
C1.0M	- OVERALL MASTER GRADING PLAN
C1.1M-C1.2M	- MASTER GRADING PLANS
C2.0	- EROSION CONTROL PLAN
C3.0	- OVERALL SANITARY SEWER & WATER MAIN PLAN
C3.1-C3.3	- SANITARY SEWER & WATER MAIN PLAN & PROFILE
C4.0	- OVERALL STORM SEWER PLAN
C4.1-C4.2	- ROAD CENTERLINE & STORM SEWER PLAN & PROFILE
C4.3	- STORM SEWER PLAN & PROFILE
C5.0	- INTERSECTION DETAIL
C6.0-C6.1	- NOTES & DETAILS

DEVELOPER:
NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072
PHONE: (262) 542-9200
FAX: (262) 349-9324

ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
4100 N. CALHOUN RD., SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

PROJECT:
MAPLE FIELDS - PHASE 3
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF JACKSON, WISCONSIN
BY: NEUMANN DEVELOPMENTS, INC.
N27W24025 PAUL COURT, SUITE 100
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION
11/08/2024	PHASE 3 CIVIL PLANS
08/20/2025	VILLAGE COMMENTS

DATE:
MARCH 20, 2025

JOB NUMBER:
16016

DESCRIPTION:

COVER SHEET

SHEET

T1

Maple Fields Phase 3 Pre-Construction Schedule 05/06/25		2025										2026								
		March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept
#	TASK																			
1	Pre-Construction Meeting																			
2	Silt Fence / Clearing / Tracking Pad																			
3	Strip Topsoil																			
4	Mass Grading - Roadways & Ponds																			
5	Sanitary Sewer																			
6	Sanitary Sewer Laterals																			
7	Water Main Extension																			
8	Water Laterals																			
13	Storm Sewer																			
9	Pond Clay Liners																			
10	Topsoil Respread - Ponds																			
11	Stabilize Ponds and Drainage Swales																			
12	Finish Grading - Lots																			
14	Grade Roads & Re-Spread Spoils																			
15	Topsoil Respread & Stabilize- Pads																			
16	Proof Roll Roadways																			
17	Stone for Road Base																			
18	Curbs																			
19	Backfill Curbs																			
20	Fine Grade & Paving (binder course)																			
21	Sidewalks																			
22	Gas Installation																			
26	Electrical Installation																			
27	Topsoil & Stabilize ROW																			
Phase 2 - Final Lift (2025)																				
1	Milling																			
2	Curb Replacements/Interim Inlets																			
3	Adjustments																			
4	Asphalt paving																			
Phase 3 - Final Lift (2026)																				
1	Milling																			
2	Curb Replacements/Interim Inlets																			
3	Adjustments																			
4	Asphalt paving																			

Scheduled Task Completed Task

Exhibit D

Document # 1573768
WASHINGTON COUNTY WISCONSIN
2023-01-06 12:45:00 PM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: \$30.00

DECLARATION OF PROTECTIVE COVENANTS OF MAPLE FIELDS

***The above recording information verifies
this document has been electronically recorded***
Returned to **Frontier Title and Closing Services, LLC**
Pages: 32

THIS DECLARATION OF PROTECTIVE COVENANTS
OF MAPLE FIELDS (the "*Declaration*") is made and entered this
6th day of January, 2023, by MAPLE FIELDS, LLC, a
Wisconsin limited liability company ("*Declarant*").

RECITALS

WHEREAS, Declarant owns the real estate located in the
Village of Jackson, Washington County, Wisconsin, as more
particularly described on Exhibit A attached hereto and
incorporated herein by this reference (the "*Property*").

WHEREAS, upon approval and recording of the plat for the
Subdivision (as hereinafter defined), the initial phase of the
Subdivision will be a platted subdivision consisting of Thirty-Five
(35) single family lots and One (1) out-lot, as more particularly
described on Exhibit A and as depicted on Exhibit B, as they are
attached hereto and incorporated herein.

WHEREAS, when fully expanded, the Declarant anticipates that the lots created now or in
the future in the Subdivision will be grouped in physical proximity and organized around different
sets of building styles, with each such group known as a "Community". The Declarant anticipates
that the Subdivision will eventually consist of up to two (2) communities, to be known as The
Villas at Maple Fields ("*The Villas*") and The Estates at Maple Fields ("*The Estates*"). By this
Declaration, the Declarant desires to impose restrictions on two (2) communities in Phase I, which
includes portions of The Villas and The Estates, and to provide for the future inclusion of
additional portions of The Villas and The Estates.

WHEREAS, at the time of this Declaration, the Declarant desires to subject Phase I of the
Subdivision, to the covenants, conditions, restrictions, reservations, and easements hereinafter set
forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as
hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that Phase
I of the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and
conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter
set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined)
as covenants running with the land and shall apply to and bind all successors in interest, users and
owners.

Name and Return Address:

Maple Fields, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072
ATTN: Bryan Lindgren

Tax Key No(s). See Exhibit A



Public Improvements Letter of Credit

	Public Works			Balance
	Original \$	Prior Completed	Current Completed	
Sanitary Sewer				
8" PVC SDR-35 Sanitary Sewer Main (Granular Backfill)	135,516.00			\$ 135,516.00
6" PVC SDR-35 Sanitary Lateral	141,568.00			\$ 141,568.00
48" Dia. Sanitary Manhole	28,200.00			\$ 28,200.00
Connection to Existing Sanitary Sewer	1,000.00			\$ 1,000.00
Sub-Total:	306,284.00			306,284.00
Water Main				
8" PVC C-900 Class 235 Water Main (Granular Backfill)	110,880.00			\$ 110,880.00
8" Gate Valve w/ Valve Box	6,000.00			\$ 6,000.00
Hydrant Assembly w/ 6" Valve	13,000.00			\$ 13,000.00
1 1/2" Poly Water Service Line & Curb Stops	72,940.00			\$ 72,940.00
Connect to Existing Water	1,500.00			\$ 1,500.00
Sub-Total:	204,320.00			204,320.00
Storm Sewer				
12" RCP Storm Sewer	18,744.00			\$ 18,744.00
15" RCP Storm Sewer	17,640.00			\$ 17,640.00
18" RCP Storm Sewer	1,425.00			\$ 1,425.00
24" RCP Storm Sewer	25,201.00			\$ 25,201.00
6" Sump Collector	19,475.00			\$ 19,475.00
6" PVC (sump laterals)	16,550.00			\$ 16,550.00
Sump Clean Out	20,400.00			\$ 20,400.00
2x3 Precast Inlets w/Frame & Grate	20,800.00			\$ 20,800.00
48" Dia. Precast Manhole (w/ sump)	19,600.00			\$ 19,600.00
24" Pipe End Section	1,500.00			\$ 1,500.00
Sub-Total:	161,335.00			161,335.00
Curb, Gutter, Roadways, Lighting, Street Trees				
9" Crushed Limestone Traffic Bond Base Course	54,079.50			\$ 54,079.50
30" Vertical Face Curb	58,776.75			\$ 58,776.75
Bituminous Asphalt Pvm. (Binder Course)	54,810.00			\$ 54,810.00
Base Stone & Concrete Sidewalk 5"	85,030.00			\$ 85,030.00
				\$ -
Milling, Paving Rings & Interim Inlets	27,511.00			\$ 27,511.00
Bituminous Asphalt Pvm. (Surface Course)	43,717.50			\$ 43,717.50
Street Lights - by WE Energies (paid by NDI)	20,000.00			\$ 20,000.00
Street Trees (all phases of project)	40,000.00			\$ 40,000.00
Sub-Total:	\$ 383,924.75			\$ 383,924.75
Sanitary, Water & Storm LOC:	\$ 1,055,863.75			\$ 1,055,863.75
15% Mark-up	\$ 158,379.56			\$ 158,379.56
Total LOC Amount	\$ 1,214,243.31			\$ 1,214,243.31



Taking the lead in Washington County.

STAFF MEMO

Village of Jackson
Plan Commission

Meeting Date: May 15, 2025
Agenda Item: # 6
To: Brian Heckendorf, Village President
Jen Heidtke, Village Administrator
Plan Commission
From: Collin Johnson, Director of Inspections/Zoning
Subject: Resolution #25-17 - Proposed Amendments to the Village of Jackson Comprehensive Plan

Description / Background and Analysis:

Staff is recommending several amendments to the Village’s adopted Comprehensive Plan to correct various inconsistencies with both current and proposed land uses.

Part 1 of the Resolution provides an update to the Multi-Family/Urban-Density Residential use definition: The proposed amendments include the addition of single-family and two-family dwellings. changes references to “mobile homes” by referencing “manufactured” and “modular” homes. An adjustment to the minimum lot area for two-family residential development decreases from 8,000 square feet to 7,000 and increases the density from 7.2 to 12 dwelling units per net acre. Additionally, it incorporates single-family residential development as a land use category and establishes minimum single-family lot sizes of 4,500 square feet with a density of up to 7 dwelling units per net acre.

Part 2 of the Resolution changes the current land use designations for certain residential lots from Medium-Density Residential to Multi-Family/High-Density Urban Residential.

Part 3 of the Resolution simply changes the land use category for various non-developable lands within the Oaks of Jackson subdivision from their current Medium-Density Residential land use category to the more appropriate Other Conservancy Lands to be Preserved category.

Lastly, Part 4 of the resolution updates the land use category for the recently acquired parcel of land located on Hasmer Lake intended for future park land from Medium-Density Residential use to Parks and Recreation use.

Comprehensive Plan and Zoning Impacts:

The proposed changes bring the Comprehensive Plan in line with the current or anticipated future zoning and/or land uses.

Site Plan:

N/A

Review Procedures:

The Plan Commission is advisory, and the Village Board makes the final decision following a public hearing.

Signage:

N/A



Taking the lead in Washington County.

Additional Staff Comments:

None.

Notice Requirements:

- Posting on the agenda
- Publishing a Class I Notice is required at least 30-days prior to the Village Board Public Hearing

Potential Action:

Motion to adopt Resolution #25-17 amending the definition of “Multi-Family/Urban-Density Residential”, updating the Land Use categories for certain parcels referenced within the Resolution and amending Map 1 titled “*Land Use Plan for the Village of Jackson: 2050*” contained within the Village of Jackson Comprehensive Plan.

Attachments:

1. Resolution #25-17 - Resolution to Amend the Village Comprehensive Plan - DRAFT
2. Land Use Amendment Map

RESOLUTION #25-17

A RESOLUTION RECOMMENDING TO THE VILLAGE BOARD VARIOUS REVISIONS TO THE ADOPTED 2050 COMPREHENSIVE PLAN FOR THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

WHEREAS, the Village Board adopted a comprehensive plan on August 10, 2009, as referenced in Chapter 38 of the Village Code of Ordinances; and Sections 66.1001(1)(a) and 66.1001(2), Wis. Stats.; and

WHEREAS, the Village Board has made a number of minor revisions to the adopted plan since that time including a major plan update in 2019; and

WHEREAS, the Plan Commission desires to revise the definition of "*Multi-Family/High-Density Urban Residential*" outlined under the Land Use Categories on pages six (6) through seven (7) in the adopted comprehensive plan; and

WHEREAS, the Plan Commission finds that the revision set forth herein is consistent with the remainder of the adopted plan; and

WHEREAS, the Village Board will conduct a public hearing, following the procedures enumerated in Section 66.1001(4)(d), Wis. Stats., and the public participation procedures for comprehensive plan amendments adopted by the Village Board through Resolution #19-24; and

NOW THEREFORE, by a majority vote of the entire commission recorded in its official minutes, the Plan Commission recommends to the Village Board the revisions to the adopted comprehensive plan as set forth herein.

PART 1. Amend the Land Use definition of *Multi-Family/High-Density Urban Residential* to read as follows:

Multi-Family/High-Density Urban Residential

The Multi-Family/High-Density Urban Residential land use category consists primarily of high density single-family, two-family, multi-family residential development, and manufactured or modular homes. Multi-family residential development has a minimum lot size of 16,000 square feet, a minimum lot area of 3,000 square feet for each one-bedroom dwelling unit, or a minimum lot area of 3,500 square feet for each dwelling unit with two or more bedrooms, whichever is larger. Manufactured home park developments have a minimum park size of 20 acres while the minimum lot area for a single manufactured home is 5,000 square feet and the minimum lot area for a modular home is 7,200 square feet. Two-family residential development in this land use category could occur on lots of at

least 7,000 square feet at a density of up to 12 dwelling units per net acre. Single-family residential development in this land use category could occur on lots of at least 4,500 square feet at a density of up to 7 dwelling units per net acre.

PART 2. Amend Map 1, titled "Land Use Plan for the Village of Jackson: 2050" on page 5 of the Comprehensive Plan for The Village of Jackson: 2050 by changing the projected land use for the Parcels listed below from *Medium-Density Residential* to *Multi-Family/High-Density Urban Residential*.

Parcels: V3_0536001 thru V3_0536020 – Interior lots
Parcels: V3_0536021 thru V3_0536040 – Exterior lots
Parcels: V3_0536050 thru V3_0536062 – Rear loaded single-family lots
Parcels: V3_0536049 – Outlot 9 for townhomes
Parcels: V3_0536047 – Outlot 6 for townhomes

PART 3. Amend Map 1, titled "Land Use Plan for the Village of Jackson: 2050" on page 5 of the Comprehensive Plan for The Village of Jackson: 2050 by changing the projected land use for the Parcels listed below from *Medium-Density Residential* to *Other Conservancy Lands to be Preserved*.

Parcel: V3_0536042 (Outlot 1) – Sidewalk Area (vegetated)
Parcel: V3_0536043 (Outlot 2) – Stormwater Pond (east)
Parcel: V3_0536044 (Outlot 3) – Sidewalk Area (east)
Parcel: V3_0536045 (Outlot 4) – Sidewalk Area (central)
Parcel: V3_0536046 (Outlot 5) – Sidewalk Area (west)
Parcel: V3_0536048 (Outlot 7) – Stormwater Pond (west)

PART 4. Amend Map 1, titled "Land Use Plan for the Village of Jackson: 2050" on page 5 of the Comprehensive Plan for The Village of Jackson: 2050 by changing the projected land use for the Parcels listed below from *Medium-Density Residential* to *Park and Recreation*.

Parcel: V3_008200E

NOW THEREFORE, the Village Clerk is directed to send a copy of this resolution to each of the following:

- a. the clerk for Washington County;
- b. the clerk for the Town of Jackson;
- c. the clerk for the Town of Polk;
- d. State of Wisconsin Department of Administration;
- e. Southeastern Wisconsin Regional Planning Commission (SEWRPC); and
- f. Slinger Community Library.

Introduced by: _____

Seconded by: _____

Vote: _____ ayes _____ nays

Passed and Approved: _____

Brian J. Heckendorf – Village President

Attest: _____
Jacqueline Schuh – Village Clerk

Proof of Posting:

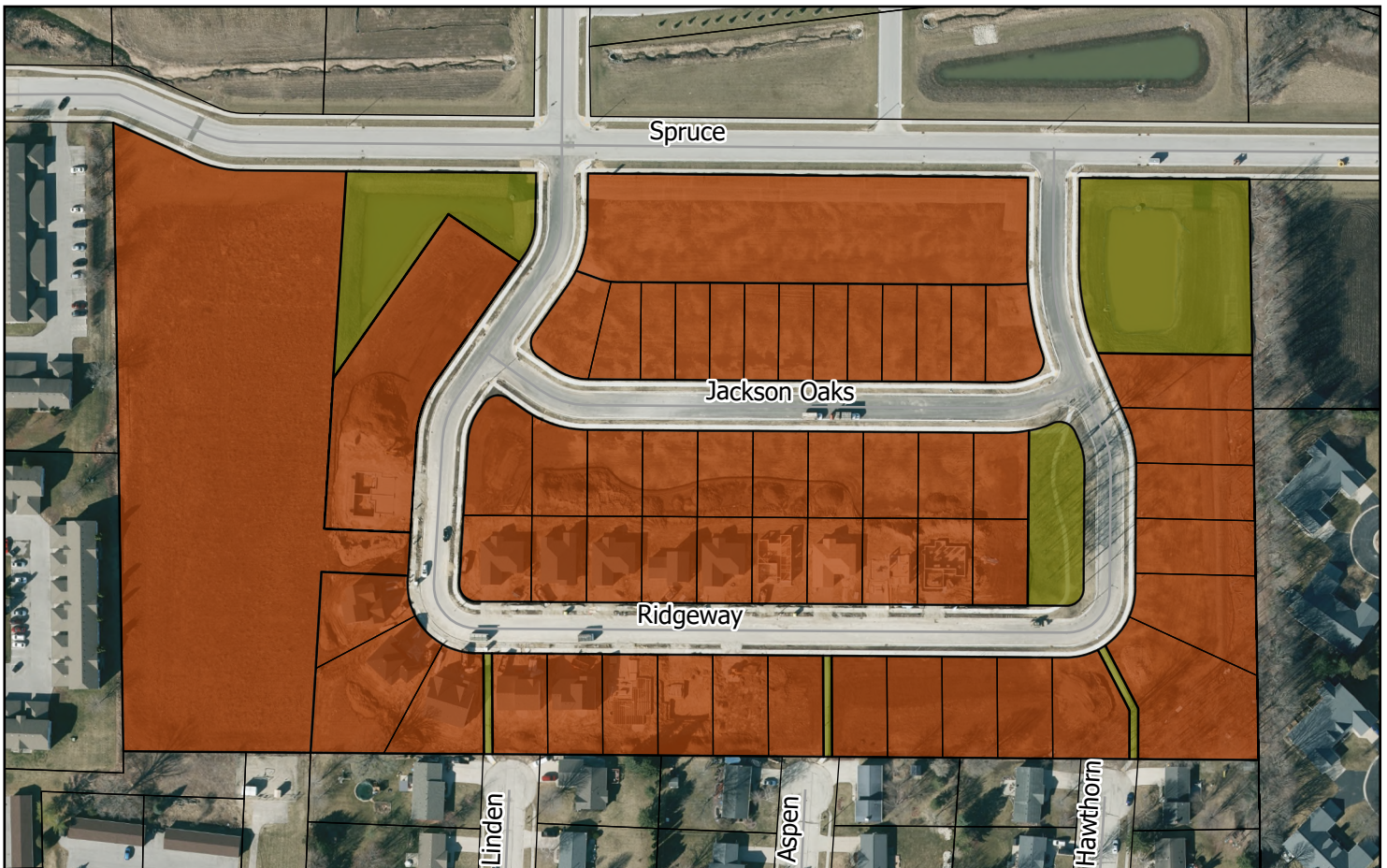
I, the undersigned, certify that I posted this Resolution on bulletin boards at the Jackson Municipal Complex, Post Office, and one other location in the Village.

Village Official

Date

Proposed Village of Jackson Comprehensive Plan Amendment

April 2025



Prepared on 3/26/2025 by the Community Development Department of Washington County.

This information is issued subject to errors and omissions and is not certified by Washington County.

Orthophoto flight date: Spring, 2024

