

CITY OF FRANKLIN
PLAN COMMISSION MEETING*
FRANKLIN CITY HALL COMMUNITY ROOM
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA
THURSDAY, SEPTEMBER 5, 2019, 7:00 P.M.

A. **Call to Order and Roll Call**

B. **Approval of Minutes**

1. Approval of regular meeting of August 22, 2019.

C. **Public Hearing Business Matters** (action may be taken on all matters following the respective Public Hearing thereon)

D. **Business Matters** (no Public Hearing is required upon the following matters; action may be taken on all matters)

1. **MILLS HOTEL WYOMING, LLC MIXED-USE DEVELOPMENT.** Final Plat application by Mills Hotel Wyoming, LLC, for an 88 lot development (Ryan Meadows) with 84 lots and 4 Outlots; Lots 1-79 are single-family residential lots meeting the R-6 Suburban Single-Family Residence District standards; Lots 80-84 are light industrial lots meeting the M-1 Limited Industrial District standards; Outlots 1-4 are for proposed stormwater retention and maintenance and Outlot 4 is for proposed community open space and stormwater retention and maintenance (all lots are proposed to be served by public water and sanitary sewer service), property zoned B-2 General Business District, R-6 Suburban Single-Family Residence District and M-1 Limited Industrial District, generally located at 11433 West Ryan Road; Tax Key Nos. 892-9995-000, 891-9008-000, 891-9007-000, 891-9010-000, 891-9009-000 and 892-9993-001.

E. **Adjournment**

*Supporting documentation and details of these agenda items are available at City hall during normal business hours.

**Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per *State ex rel. Badke v. Greendale Village Board*, even though the Common Council will not take formal action at this meeting.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

Next Regular Plan Commission Meeting: September 19, 2019

2019

**City of Franklin
Plan Commission Meeting
August 22, 2019
Minutes**

unapproved

A. Call to Order and Roll Call

Mayor Steve Olson called the August 22, 2019 regular Plan Commission meeting to order at 7:00 p.m. in the Community Room at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Commissioners, Adam Burckhardt, Kevin Haley and Patricia Hogan, Alderman Mark Dandrea and City Engineer Glen Morrow. Excused was Commissioner David Fowler. Also present was Planning Manager Joel Dietl, Associate Planner Régulo Martínez-Montilva and City Attorney Jesse Wesolowski.

B. Approval of Minutes

1. Regular Meeting of August 8, 2019.

City Engineer Morrow moved and Alderman Dandrea seconded approval of the August 8, 2019 minutes of the regular meeting of the Plan Commission. On voice vote, all voted 'aye'. Motion carried (5-0-1).

C. Public Hearing Business Matters

1. LAKE AND NATURE TRAILS CONSTRUCTION ON THE CONSERVANCY FOR HEALING AND HERITAGE PROPERTY.

Natural Resource Features Special Exception application by Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, for the purpose of clearing, grading, filling, and development of approximately 0.002 acre of lake (which is also located within the 100-year recurrence interval floodplain and the shore buffer associated with Kopmeier Lake), approximately 0.007 acre of wetlands (which is also located within the 100-year recurrence interval floodplain and the shore buffer associated with Kopmeier Lake), approximately 0.107 acre of wetland buffer (of which about 0.089 acre is also located within the 100-year recurrence interval floodplain and about 0.003 acre is also located within the shore buffer), and approximately 0.006 acre of wetland setback, to construct the proposed Lake and Nature Trails on the Conservancy for

Planning Manager Joel Dietl presented the request by Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, for the purpose of clearing, grading, filling, and development of approximately 0.002 acre of lake (which is also located within the 100-year recurrence interval floodplain and the shore buffer associated with Kopmeier Lake), approximately 0.007 acre of wetlands (which is also located within the 100-year recurrence interval floodplain and the shore buffer associated with Kopmeier Lake), approximately 0.107 acre of wetland buffer (of which about 0.089 acre is also located within the 100-year recurrence interval floodplain and about 0.003 acre is also located within the shore buffer), and approximately 0.006 acre of wetland setback, to construct the proposed Lake and Nature Trails on the Conservancy for Healing and Heritage property (extending northeastward from the existing chapel to Kopmeier Lake) [this project includes the construction of paved and unpaved trails with boardwalks and observation decks, benches, stairs, a pier on Kopmeier Lake, and associated signage], property generally located at 6941 South 68th Street, such property being zoned Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), Tax Key No. 743-8978-006

The Official Notice of Public Hearing for a Natural Resource Features Special Exception was read into the record by Associate Planner Régulo Martínez-Montilva and the Public

2019

Healing and Heritage property (extending northeastward from the existing chapel to Kopmeier Lake) [this project includes the construction of paved and unpaved trails with boardwalks and observation decks, benches, stairs, a pier on Kopmeier Lake, and associated signage], property generally located at 6941 South 68th Street, such property being zoned Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), Tax Key No. 743-8978-006.

Hearing was opened at 7:04pm and closed at 7:08 pm.

City Engineer Morrow moved and Commissioner Haley seconded a motion to recommend approval of the Conservancy for Healing and Heritage, Inc. Natural Resource Features Special Exception pursuant to the Standards, Findings and Decision recommended by the Plan Commission and Common Council Consideration of the Environmental Commission recommendations, including the City Forester's recommendations. On voice vote, all voted 'aye'. Motion carried (5-0-1).

D. Business Matters

1. BALISTRERI AND BURGE SHIFT OF INTERIOR PROPERTY LINE. Certified Survey Map application by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, to shift the interior property line of two properties located at 6708 and 6720 South North Cape Road 12.4 feet further north in order to locate the existing driveway entirely on the property located at 6720 South North Cape Road [currently a driveway exists that is split by the property line and said driveway is the only access for the property located at 6720 South North Cape Road (a second driveway exists further north providing sole access to the property located at 6708 South North Cape Road)], properties zoned R-3 Suburban/Estate Single-Family Residence District; Tax Key Nos. 748-9964-001 (6708) and 748-9965-000 (6720).

Planning Manager Joel Dietl presented the request by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, to shift the interior property line of two properties located at 6708 and 6720 South North Cape Road 12.4 feet further north in order to locate the existing driveway entirely on the property located at 6720 South North Cape Road [currently a driveway exists that is split by the property line and said driveway is the only access for the property located at 6720 South North Cape Road (a second driveway exists further north providing sole access to the property located at 6708 South North Cape Road)], properties zoned R-3 Suburban/Estate Single-Family Residence District; Tax Key Nos. 748-9964-001 (6708) and 748-9965-000 (6720).

City Engineer Morrow moved and Alderman Dandrea seconded a motion to recommend approval of a Resolution conditionally approving a 2 lot Certified Survey Map, being part of parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (at 6708 and 6720 South North Cape Road). On voice vote, all voted 'aye'; motion carried. (5-0-1).

Adjournment

Commissioner Haley moved and Commissioner Burckhardt seconded a motion to adjourn the Plan Commission meeting of August 22, 2019 at 7:16 p.m. On voice vote, all voted 'aye'; motion carried. (5-0-1).



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of September 5, 2019

Final Plat

RECOMMENDATION: City Development Staff recommends approval of the Final Plat for the Ryan Meadows, subject to the conditions as noted in the attached draft ordinances and resolution.

Project Name:	Ryan Meadows Final Plat
Project Location:	11433 Ryan Road, (Tax Key No: 892-9995-000)
Property Owner:	Mills Hotel Wyoming LLC, Loomis Cottage Ventures LLC, & Strauss Investments LLC
Applicant:	Mills Hotel Wyoming, LLC
Agent:	Daniel Szczap, Bear Development, LLC
Current Zoning:	M-1 Limited Industrial District and R-6 Suburban Single-Family Residence District
2025 Comprehensive Plan:	Business Park and Area of Natural Resource Features
Use of Surrounding Properties:	Commercial to the north, single-family and agricultural to the south and east, agricultural to the west.
Applicant's Action Requested:	Recommendation of approval of the Final Plat

Introduction/Background:

The applicant, Mills Hotel Wyoming, LLC, filed an application for a Final Plat for the Ryan Meadows development. Ryan Meadows consists of 84 lots and 4 outlots. The outlots primarily contain storm water management facilities. Outlot 3 will also be utilized as community open space and contains protected natural resource features.

The applicant has previously received approvals to amend the Comprehensive Master Plan, change the zoning create a Certified Survey Map (CSM), and obtain a Natural Resource Special Exception related to the development of this area. **Project Description/Analysis:**

79 of the lots are for single-family residential use and are currently zoned R-6 Suburban Single-Family Residence District (Lot 1 through 79). The remaining lots are anticipated for industrial use and are currently zoned M-1 Limited Industrial District (Lot 81 through 84). Lot 80 at the southeast corner of W. Loomis Road and W. Ryan Road is zoned B-2, which generally allows commercial type uses. All lots to be served by public sewer and water facilities.

Conditions #7, #16, #18, #20, #21, #22, and #25 found within Resolution No. 2019-7505 approving the Preliminary Plat for the Ryan Meadows development have not yet been addressed and are recommended to be included within the Final Plat resolution and addressed prior to the recording of the Final Plat. Note conditions have been amended from "Preliminary Plat" to "Final Plat" where necessary. Additional recommendations relating to UDO final plat requirements, as well as to corrections to the delineation and identification of protected natural

resources on the subdivision plat and conservation easement, have also been included within the draft resolution.

Staff suggestions:

It should be noted that the subdivision plat does not include all of the protected natural resource features within outlots as is common City of Franklin practice (specifically, the wetlands and associated buffers and setbacks located on lots 83 and 84, and the shore buffer on lot 83, are not located within outlots). However, it is important to note that the UDO only requires that all natural resource features be protected in perpetuity, through such means as conservation easements, deed restrictions, restrictive covenants, etc.

Furthermore, while the prior Certified Survey Map resolution, and the Preliminary Plat resolution both required that a complete Natural Resource Protection Plan be prepared in compliance with Section 15-7.0200 of the UDO, and that all protected natural resource features shall be protected within a Conservation Easement, no specific mention was made of including these resources within an outlot.

Therefore, it is suggested that all Conservation Easement areas also be placed within outlots.

Recommended motion:

A motion to recommend approval of the Ryan Meadows Final Plat, subject to the conditions as noted in the attached draft resolution.

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A
FINAL PLAT FOR RYAN MEADOWS DEVELOPMENT
(GENERALLY AT 11433 WEST RYAN ROAD)
(MILLS HOTEL WYOMING, LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Ryan Meadows development, such plat being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10830741, in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, more specifically, of the property generally located at 11433 West Ryan Road, bearing Tax Key Nos. 892-9995-000, 891-9008-000, 891-9007-000, 891-9010-000, 891-9009-000 and 892-9993-001, Mills Hotel Wyoming, LLC, applicant; said Final Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the City Planning Department and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on September 5, 2019, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed final plat is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Final Plat of Ryan Meadows development, as submitted by Mills Hotel Wyoming, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

MILLS HOTEL WYOMING, LLC - FINAL PLAT FOR RYAN MEADOWS
DEVELOPMENT
RESOLUTION NO. 2019-_____

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3. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §§15-8.0101 and 15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Ryan Meadows development; a Subdivision Development Agreement (“Subdivider’s Agreement”), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Mills Hotel Wyoming, LLC prior to the recording of the Final Plat.
4. Each and any easement shown on the Final Plat shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners’ association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Mills Hotel Wyoming, LLC, successors and assigns and any developer of the Ryan Meadows 84 lot and 4 Outlot development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Ryan Meadows 84 lot and 4 Outlot development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

MILLS HOTEL WYOMING, LLC - FINAL PLAT FOR RYAN MEADOWS
DEVELOPMENT
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7. The approval granted hereunder is conditional upon Mills Hotel Wyoming, LLC and the Ryan Meadows 84 lot and 4 Outlot development project for the property generally located at 11433 West Ryan Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
8. The Ryan Meadows 84 lot and 4 Outlot development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. Applicant shall provide a Landscape Plan for the landscape bufferyard for Lots 6 & 7 along West Ryan Road, as required by Sections 15-7.0502W. and 15-9.0303 of the UDO for review and approval by the Department of City Development prior to recording of the Final Plat.
10. Applicant shall graphically and numerically depict and update those natural resource features that will be disturbed and those that will be preserved, inclusive of wetland impacts along Loomis Road due to the addition of a right turn lane and resubmit per Section 15-7.0201J. of the UDO for review and approval by the Department of City Development prior to recording of the Final Plat.
11. Applicant shall provide the addresses, and telephone numbers of the owners, subdividers, lessee and/or developer per Section 15-7.0301C. of the UDO on the plat for Department of City Development review and approval prior to recording of the Final Plat.
12. Applicant shall provide, for Department of City Development review and approval prior to recording of the Final Plat, the location, extent, type and size of all existing trees and natural resource features. If any existing vegetation or other natural resource features are to be demolished or mitigated, applicant shall clearly delineate on the landscape plan. Both, common names and scientific names should be identified in the case of plant materials as required by Section 15-7.0301G. of the UDO.
13. Applicant shall provide, for Department of City Development review and approval prior to recording of the Final Plat, the location, extent type and size of all landscape materials and plantings per Section 15-7.0301H. of the UDO on the landscape plan. Both, common names and scientific names should be identified in the case of plant materials.
14. Applicant shall provide information regarding maintenance of the proposed landscape as required by Section 15-7.0301J. of the UDO for Department of City Development review and approval prior to recording of the Final Plat.
15. Applicant shall provide on the final plat or on a separate plan sidewalks, showing

connectivity throughout the development, and meeting City of Franklin minimum standards and approved by City Staff, prior to recording of the Final Plat with the office of the Register of deeds office..

16. Final Engineering Department approval of the grading, erosion control and storm water management plan is required prior to recording the Final Plat.
17. Final Engineering Department approval of sewer and water extensions is required prior to recording the Final Plat.
18. Prior to recording Final Plat, submit all documentation required per Section 15-7.0603 for City Attorney review.
19. Pursuant to Sections 15-2.0303 and 15-8.0101 of the UDO, a Subdivision Development Agreement and associated letter of credit (to ensure the proper furnishing, construction, and installation of required improvements), must be prepared by the applicant for review by the City Engineer and the City Attorney and approval by the Common Council, prior to recording of the Final Plat.
20. The applicant shall revise the subdivision plat and the conservation easement documents to include all wetlands, wetland buffers, wetland setbacks and shore buffers within conservation easements for review by the Department of City Development and the City Attorney and approval by the Common Council, prior to recording of the Final Plat.
21. The applicant shall revise the final plat to include a Conservation Easement Restrictions note on the face of the plat which matches the language within the recorded Conservation Easement for review and approval by the Department of City Development prior to recording of the Final Plat.
22. The applicant shall revise the subdivision plat to ensure that all wetland buffers are consistently labeled as “30-foot Wetland Buffer – No Touch”, and “50-foot Wetland Setback – No Build” for wetland setbacks, for review and approval by the Department of City Development prior to recording of the Final Plat.
23. Any proposed subdivision sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department. The applicant must submit the following easement documents for review by the City engineer and approval of the Common Council, storm sewer easement, sanitary sewer easement, water main easement and temporary turn around easement, prior to recording of the Final Plat.

BE IT FURTHER RESOLVED, that the Final Plat of Ryan Meadows development, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and

procedures for the recording of a final plat, the City Clerk is hereby directed to obtain the recording of the Final Plat of Ryan Meadows development with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2019-7505

A RESOLUTION CONDITIONALLY APPROVING A
PRELIMINARY PLAT FOR BEAR FRANKLIN SUBDIVISION
(AT APPROXIMATELY WEST RYAN ROAD AND SOUTH 112TH STREET)
(BEAR DEVELOPMENT, LLC, APPLICANT, ON BEHALF OF MILLS HOTEL WYOMING,
LLC, PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Bear Franklin Subdivision, such plat being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10830741, in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, more specifically, of the property located at approximately West Ryan Road and South 112th Street [the Preliminary Plat includes an 87 lot subdivision with 83 lots and 4 Outlots; Lots 1-79 are single-family residential lots meeting the R-6 Suburban Single-Family Residence District standards; Lots 81-84 are light industrial lots meeting the M-1 Limited Industrial District standards; Outlots 1-3 are for proposed stormwater retention and maintenance and Outlot 4 is for proposed community open space and stormwater retention and maintenance (all lots are proposed to be served by public water and sanitary sewer service)], bearing Tax Key Nos. 891-9009-000, 891-9010-000, 891-9008-000, 892-9993-001 and 891-9007-000, Bear Development, LLC, applicant, on behalf of Mills Hotel Wyoming, LLC, property owner; said preliminary plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on May 9, 2019, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed preliminary plat is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Preliminary Plat of Bear Franklin Subdivision, as submitted by Bear Development, LLC, applicant, on behalf of Mills Hotel Wyoming, LLC, property owner, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building

permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

3. Bear Development, LLC, on behalf of Mills Hotel Wyoming, LLC, property owner, successors and assigns and any developer of the Bear Franklin 83 lot and 4 outlot mixed-use subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Bear Franklin 83 lot and 4 outlot mixed-use subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Bear Development, LLC, on behalf of Mills Hotel Wyoming, LLC, property owner, and the Bear Franklin 83 lot and 4 outlot mixed-use subdivision development project for the property located at approximately West Ryan Road and South 112th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Bear Franklin 83 lot and 4 outlot mixed-use subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. Applicant shall graphically indicate and clearly delineate and dimension the location of proposed deed restrictions, landscape easements, and/or conservation easements on the face of the Preliminary Plat per Section 15-7.0502-V of the UDO.
7. Applicant shall provide a Landscape Plan for the landscape bufferyard for Lots 6 & 7 along West Ryan Road, as required by Sections 15-7.0502-W and 15-9.0303 of the UDO.
8. Applicant shall provide a Market Analysis, prepared by an independent market analyst acceptable to the Plan Commission indicating anticipated absorption rate of the lots as well as other information as may be required by the City Planner or Plan Commission per Section 15-7.0502-X of the UDO.
9. Applicant shall provide a Financial Plan for project implementation acceptable to the Plan Commission per Section 15-7.0502-Y of the UDO.
10. Applicant shall provide a written project summary including fiscal impact upon the City of Franklin, operational information, building schedule, and estimate of project value and including all site improvement costs per Section 15-7.0502-Z of the UDO.
11. Applicant shall submit a draft of declaration of deed restrictions and protective covenants whereby the Subdivider intends to regulate land use in the proposed Subdivision and

otherwise protect the proposed development, as required by Section 15-7.0507-A of the UDO.

12. Applicant shall submit a written conservation easement document (template attached) whereby the Subdivider intends to regulate the protection of natural resource features in the proposed Subdivision in conjunction with the “Natural Resource Protection Plan”, as required by Section 15-7.0507-B of the UDO.
13. Applicant shall submit draft legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners’ association), for the purpose of demonstrating its existence, when the Subdivider proposes the property within the Subdivision would be either owned or maintained by such an organization of property owners, as required by Section 15-7.0507-C of the UDO.
14. The City Attorney shall review all draft declaration of deed restrictions and protective covenants, conservation easements, and homeowners’ associations and shall approve said instruments as to form, as required by Section 15-7.0507-D of the UDO.
15. Applicant shall have the following restriction lettered on the face of the Plat, as required by Section 15-5.0102-A of the UDO:
 - a. “Landscape Bufferyard Easement: This strip is reserved for the planting of trees and shrubs; the building of structures hereon is prohibited.”
16. Applicant shall graphically and numerically depict and update those natural resource features that will be disturbed and those that will be preserved, inclusive of wetland impacts along Loomis Road due to the addition of a right turn lane and resubmit per Section 15-7.0201-J of the UDO.
17. Applicant shall provide a graphic illustration and notes relating those natural resource features, which are to be preserved, will actually be preserved in perpetuity using conservation easements, deed restrictions, protective covenants, etc. per Section 15-7.0201-K of the UDO due to the addition of a right turn lane along Loomis Road and resubmit to the Department of City Development for review and approval prior to recording of the Preliminary Plat with the office of the Register of Deeds office.
18. Applicant shall provide the addresses, and telephone numbers of the owners, subdividers, lessee and/or developer per Section 15-7.0301-C of the UDO on the plat.
19. Applicant shall indicate all landscape bufferyard easements graphically on the plat per Section 15-7.0301-F of the UDO.
20. Applicant shall provide the location, extent, type and size of all existing trees and natural resource features. If any existing vegetation or other natural resource features are to be

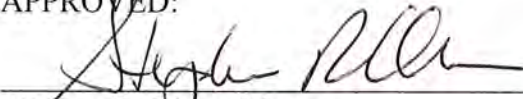
demolished or mitigated, applicant shall clearly delineate on the landscape plan. Both, common names and scientific names should be identified in the case of plant materials as required by Section 15-7.0301-G of the UDO.

21. Applicant shall provide the location, extent, type and size of all landscape materials and plantings per Section 15-7.0301-H of the UDO on the landscape plan. Both, common names and scientific names should be identified in the case of plant materials.
22. Applicant shall provide information regarding maintenance of the proposed landscape as required by Section 15-7.0301-J of the UDO.
23. Applicant shall address and correct all Milwaukee County review comments prior to consideration by the Common Council.
24. Applicant shall have acquired property shown to be a part of “Outlot 2” on the plat, with Tax Key Number 892-9993-001, a 1.33 acre property, and shall submit to the Department of City Development for review and approval a copy of the recorded deed of conveyance, together with a signed consent and acknowledgement to and of this application by the current property owner, prior to recording of the Preliminary Plat with the office of the Register of Deeds office .
25. Applicant shall provide on the preliminary plat sidewalks, showing connectivity throughout the development, and meeting City of Franklin minimum standards and approved by City Staff, prior to recording of the Preliminary Plat with the office of the Register of Deeds office.
26. Applicant shall show a non-exclusive landscape bufferyard of 30 feet along the rear of lots 6 and 7 in the form of a 30-foot-wide bufferyard easement prior to recording of the Preliminary Plat with the office of the Register of Deeds office.
27. Applicant shall provide a minimum of 60 feet of frontage along the roadway for lots 5, 58, 59 & 60 prior to recording of the Preliminary Plat with the office of the Register of Deeds office.
28. Applicant shall provide an erosion control plan to the City Engineering office meeting UDO Section 15-8.0306 for review and approval prior to recording of the Preliminary Plat with the office of the Register of Deeds office.
29. Applicant shall provide stormwater calculations for proposed stormwater management facilities to the City Engineering department for review and comment prior to recording of the Preliminary Plat with the office of the Register of Deeds office.

Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of June, 2019.


Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of June, 2019.

APPROVED:



Stephen R. Olson, Mayor

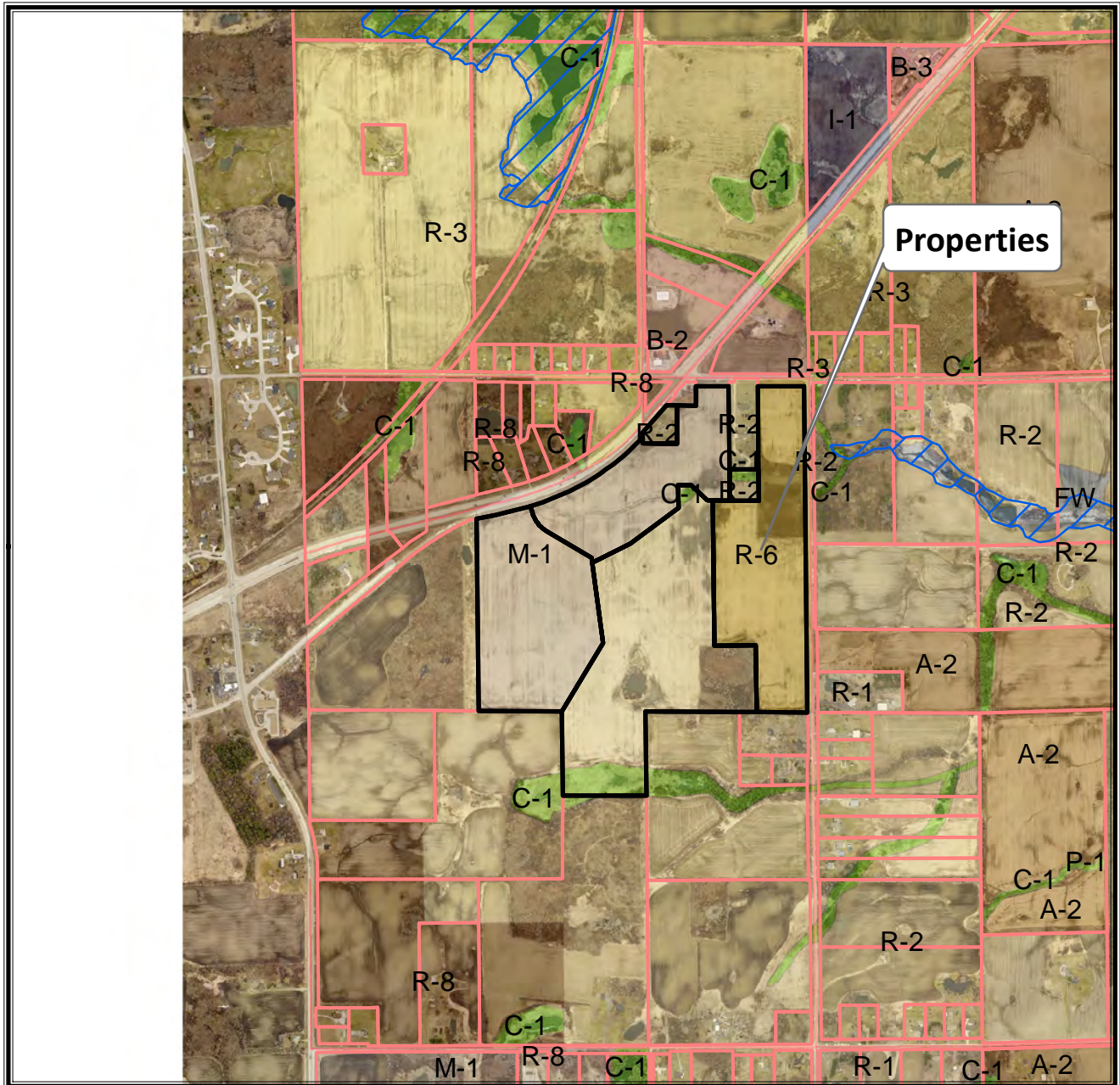
ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

TKN: 891 9009 000, 892 9993 001,
891 9008 000, 892 9996 000,
891 9007 000, 891 9010 000,



Planning Department
(414) 425-4024

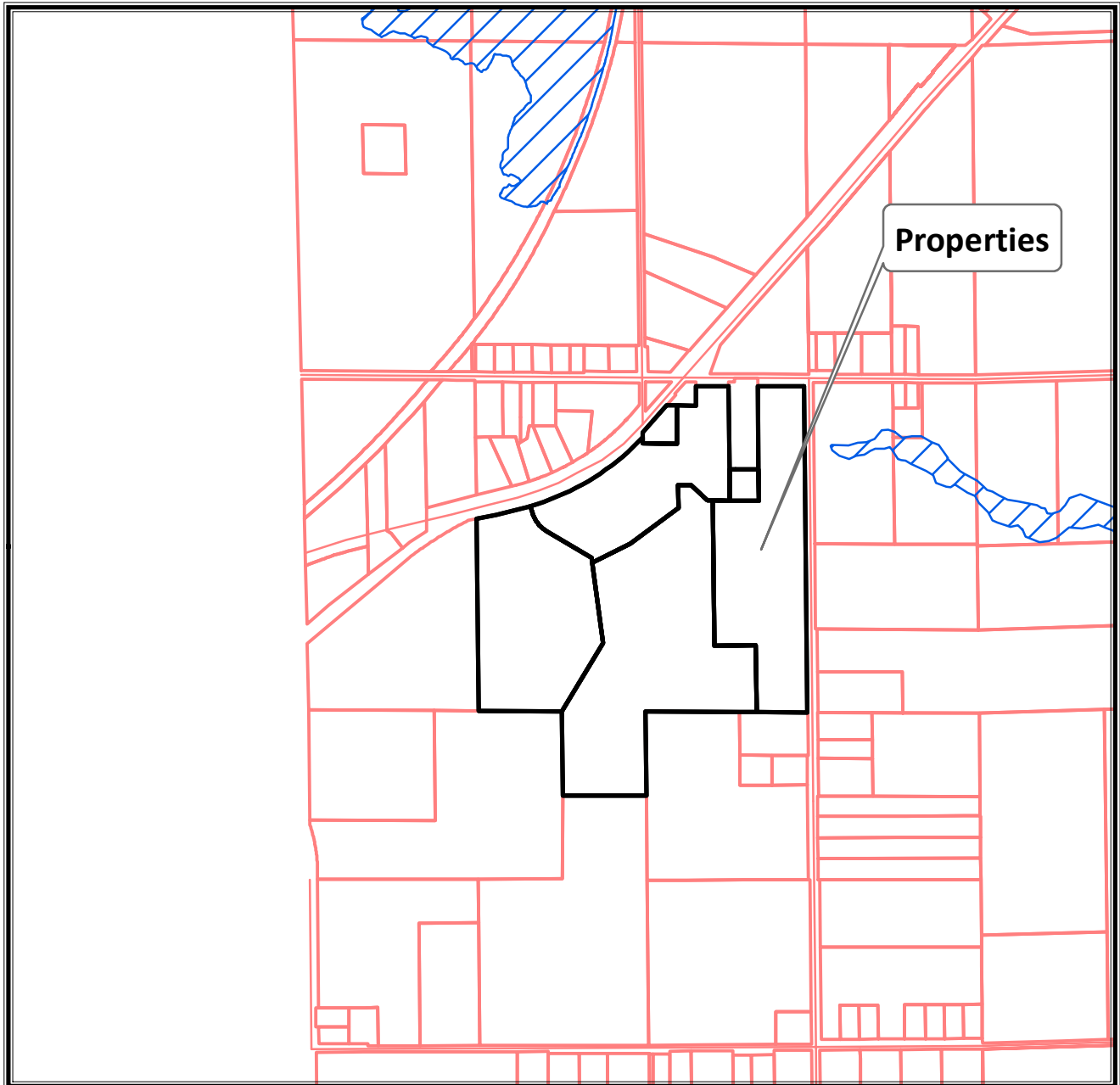
0 750 1,500 3,000 Feet

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.


NORTH
2017 Aerial Photo



TKN: 891 9009 000, 892 9993 001,
891 9008 000, 892 9996 000,
891 9007 000, 891 9010 000,



Planning Department
(414) 425-4024

0 750 1,500 3,000 Feet

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.





August 13, 2019

Mr. Joel Dietl
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Ryan Meadows – Final Plat

Dear Mr. Dietl:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for Final Plat review. Bear Development is acting on behalf of the owner of record, Mills Wyoming Hotel, LLC.

Project Summary

Mills Wyoming Hotel, LLC is the owner of record of approximately 131.50 acres of vacant land in the City of Franklin. The land is located on the south sides of STH 36, south of West Ryan Road and west of 112th Street. The property is included in the area commonly known as Planning Area G and included in Tax Increment District #6.

On June 4, 2019 the City of Franklin Common Council passed Resolution 2019-7505 conditionally approving the Ryan Meadows Preliminary Plat. The Final Plat, submitted under this cover is in substantial conformance with the Preliminary Plat.

Current Land Use

The subject property is unimproved and is was formerly farmed for row crops. There are three (3) scattered wetlands which have been previously delineated and a mature woodlot of approximately five (5) acres in the southeast corner of the property. The wetlands and large woodlot are being avoided as part of the Ryan Meadows development.

Proposed Use

Mills Hotel Wyoming, LLC has secured Conceptual Plan, zoning amendments, Comprehensive Plan Amendment and Preliminary Plat approval for mixed-use development for the subject property including:

- Light industrial land uses along the Loomis Road and Ryan frontages and the western portion of the property. The proposed use is consistent with the Comprehensive Land Use Plan designation of Business Park.
- Single-Family Subdivision on the eastern portion of the property.

- A significant open space serving as a buffer between industrial and residential land use.

Existing Zoning

The subject property was granted a Certified Survey Map land division and zoning reclassification in 2018. The property currently holds M-1 and R-6 zoning classifications.

Proposed Preliminary Plat

Mills Hotel Wyoming, LLC and Bear Development, LLC, respectfully request City of Franklin review and approval of the enclosed Final Plat. The Final Plat includes:

- Gross Land Area of 132.72 acres
- A total of 84 Lots and 4 Outlots
- Lots 1-79 are Single Family lots with bulk requirements meeting the R-6 Residential zoning standards.
- Lots 80-84 are Light Industrial Lots meeting the M-1 Manufacturing zoning standards. Lots 80-83 will be re-divided upon final users being secured within the development.
- Outlots 1,2 &4 are for Stormwater Retention and Maintenance.
- Outlot 3 is for Community Open Space, Stormwater Retention and Maintenance.
- All Lots are to be serviced by public water and sanitary sewer service.
- The access points as shown on the Preliminary Plat have been located in compliance with an approved WDOT Traffic Impact Analysis.

Supporting Documents

- Final Plat
- Legal Description
- Wisconsin Department of Administration compliance certification letter (Preliminary plat)

We feel the Final Plat allows a development opportunity for Planning Area G that meets the goals of the Comprehensive Plan while providing a diverse land uses that will ensure a successful project.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,



Daniel Szczap
Bear Development, LLC



UNPLATTED LANDS

NE CORNER, NE 1/4
SEC. 30, T5N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

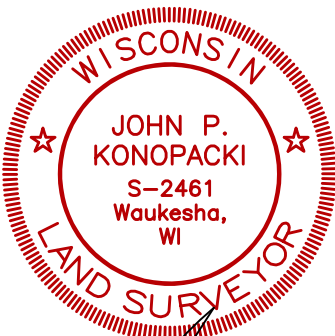
UNPLATTED LANDS

WEST RYAN ROAD
(PUBLIC R.O.W.)

COUNTY TRUNK HIGHWAY "H"

NORTH LINE OF THE NE 1/4 SEC. 30, T5N, R21E

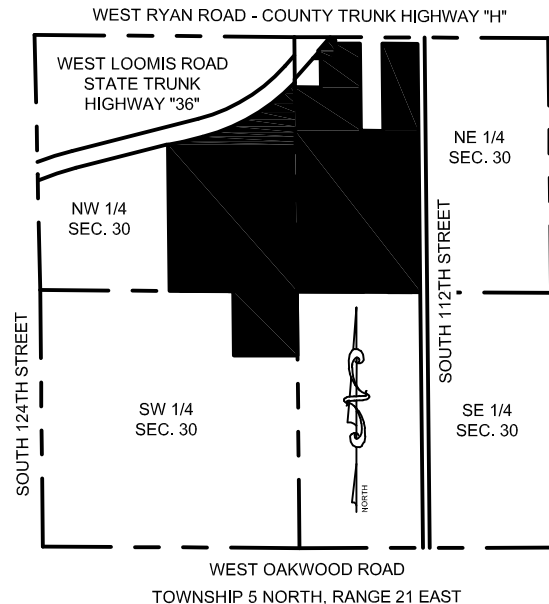
NW CORNER, NE 1/4 SEC. 30, T5N, R21E
N=324,097.27; E=2,620,162.66
(FOUND CONC. MON. W/ BRASS CAP)
(WISCONSIN STATE PLANE CO-
ORDINATE SYSTEM, SOUTH ZONE)
REFERENCE BENCHMARK: EL+803.18



AUGUST 22, 2019

PARCEL 2
C.S.M. NO. 3104

VICINITY SKETCH
SCALE 1"=2000'



GRAPHICAL SCALE (FEET)

0 1" = 100' 200'

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S00°15'34"W	33.00'
L2	S00°15'34"W	32.00'
L3	N41°23'51"E	110.60'
L4	N48°36'09"W	12.00'
L5	N41°23'51"E	127.48'
L6	S89°44'26"E	83.49'
L7	N41°23'51"E	95.47'
L8	S89°44'26"E	95.51'
L9	N41°23'51"E	206.07'
L10	S89°44'26"E	353.92'

Bearings referenced to the Wisconsin State Plane
Coordinate System, South Zone (N.A.D. 1927). The
north line of the Northeast 1/4 of Section 30, Township
5 North, Range 21 East bears S89°44'26"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



WEST LOOMIS ROAD

N00°34'12"W 1523.10'

MATCH LINE SHEET 1

MATCH LINE SHEET 2

NOTE:
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

Prepared for:
MILLS HOTEL WYOMING, LLC
4011 80th Street
Kenosha, WI 53142
(262) 842-0484

Prepared by:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD 1 SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

OWNERS:
LOOMIS COTTAGE VENTURES, LLC
4011 80th Street
Kenosha, WI 53142
262-842-0484

OWNERS:
STRAUSS INVESTMENTS, LLC
5129 Franklin Drive
Franklin, WI 53132
414-421-5250

LEGEND:
● Denotes Found 1" Iron Pipe
○ Denotes Found 3/4" Iron Rod
- Denotes Set 1/4" X 18" Iron Rebar, 4.30 LBS./FT.
- All other corners marked by 3/4" X 18" Iron Rebar, 15 LBS./FT.
- Denotes No Vehicular Access.
SF Denotes lot areas to the nearest square foot.

MATCH LINE SHEET 2

UNPLATTED LANDS

83
1,316,168 SF

84
1,047,796 SF

OUTLOT 3
965,123 SF

OUTLOT 4
123.417 SF

SOUTH 112TH STREET

(PUBLIC R.O.W.)

SE CORNER, NE 1/4
SEC. 30, T5N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

AUGUST 22, 2019

GRAPHICAL SCALE (FEET)

0 1" = 100' 200'

NORTH

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee 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

LEGEND:

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- - Denotes Found 3/4" Iron Rod
- ◐ - Denotes Set 1-1/4" X 18" Iron Rebar, 4,30 LBS/FT
- ◑ - All other corners marked by 3/4" X 18" Iron Rebar, 1,5 LBS/FT.
- |||| - Denotes No Vehicular Access.
- SF - Denotes lot areas to the nearest square foot.

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

PEG JOB#809.20
SHEET 2 OF 8

www.pinnacle-engr.com

LOT 2 C.S.M. NO. 8293

LOT 1 C.S.M. NO. 8293

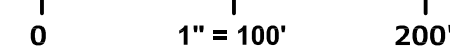
1
0'
E 1/4
R21E
MON.
CAP)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S00°15'34"W	33.00'
L2	S00°15'34"W	32.00'
L3	N41°23'51"E	110.60'
L4	N48°36'09"W	12.00'
L5	N41°23'51"E	127.48'
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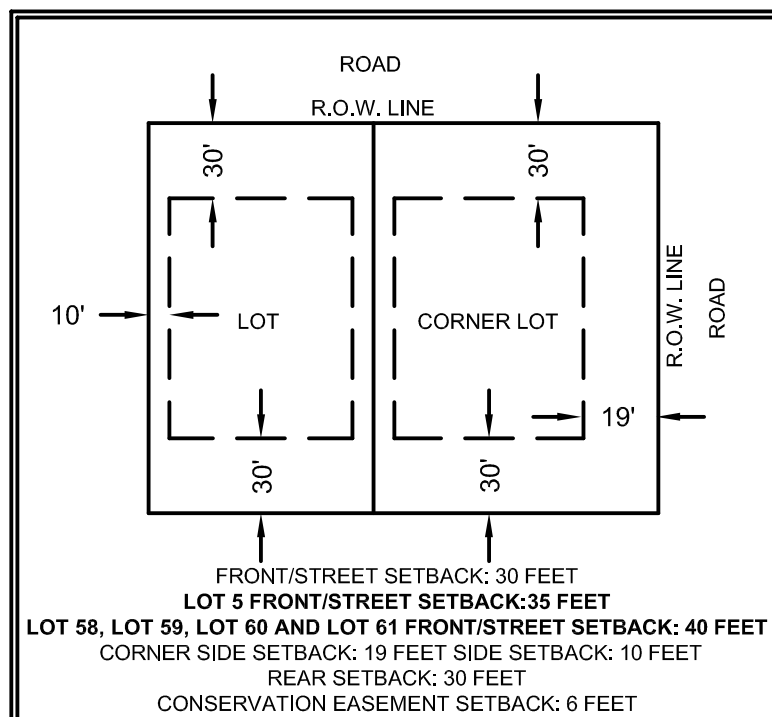
RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

GRAPHICAL SCALE (FEET)



TYPICAL RESIDENTIAL BUILDING SETBACK DETAIL*
NOT TO SCALE



* ADDITIONAL SETBACK RESTRICTIONS APPLY TO LOT 5, LOT 58, LOT 59, LOT 60 AND LOT 61 AS NOTED.

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.

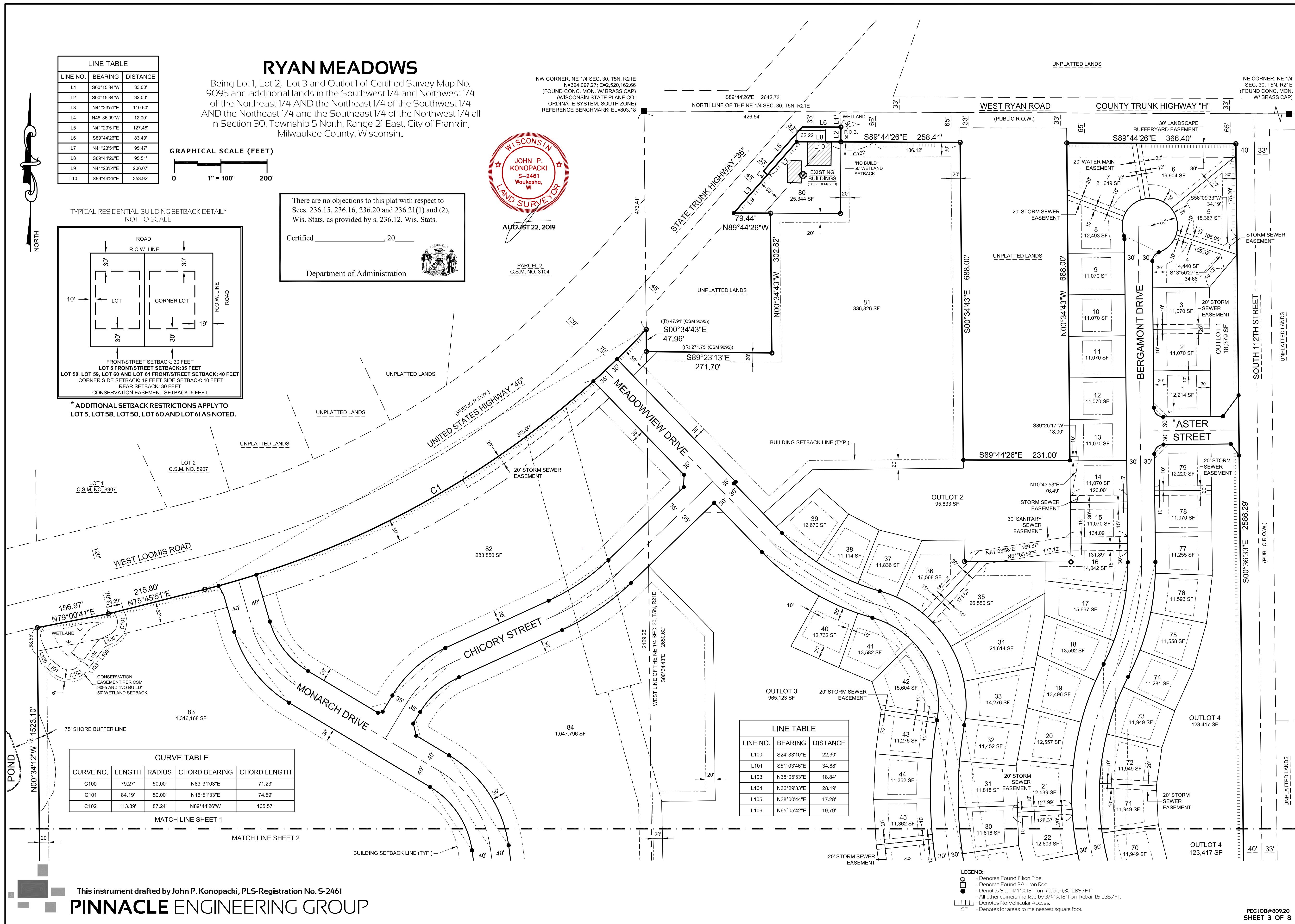
Certified _____, 20____

Department of Administration



AUGUST 22, 2019

PARCEL 2
C.S.M. NO. 3104



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

PEG JOB#809.20
SHEET 3 OF 8



LOT 2 C.S.M. NO. 8293
LOT 1 C.S.M. NO. 8293

SE CORNER, NE 1/4
SEC. 30, T5N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

SE CORNER, NE 1/4
SEC. 30, T5N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

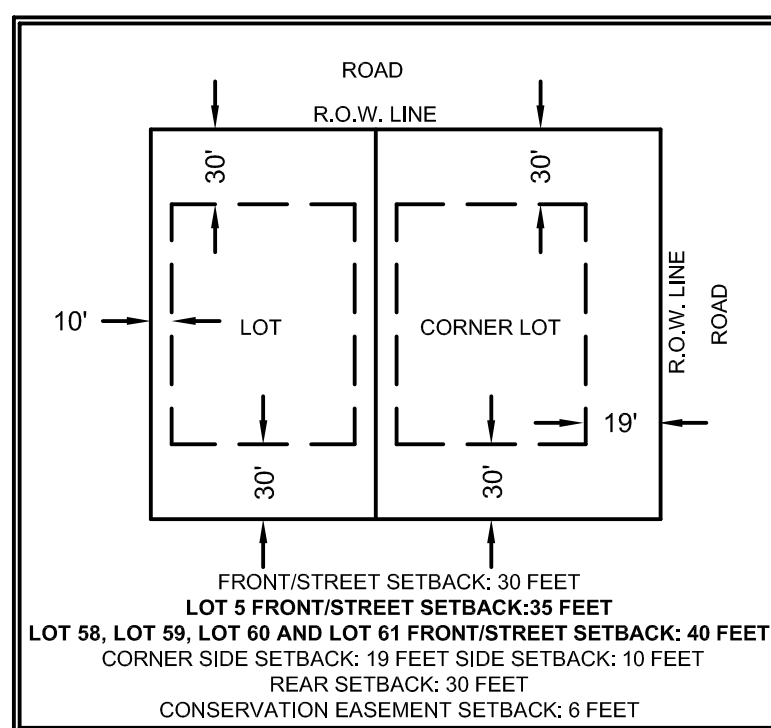


AUGUST 22, 2019

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.

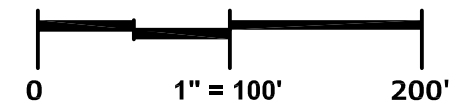
Certified _____, 20____

Department of Administration



* ADDITIONAL SETBACK RESTRICTIONS APPLY TO
LOT 5, LOT 58, LOT 59, LOT 60 AND LOT 61 AS NOTED.

GRAPHICAL SCALE (FEET)



PARCEL 1
C.S.M. NO. 975

TYPICAL RESIDENTIAL BUILDING SETBACK DETAIL*
NOT TO SCALE



EAST LINE OF THE SW 1/4 SEC. 30, T5N, R21E
(R) 300' (242' (CSM 975))

SE CORNER, SW 1/4
SEC. 30, T5N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

- LEGEND:
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 1-1/4" X 18" Iron Rebar, 4,30 LBS./FT.
 - All other corners marked by 3/4" X 18" Iron Rebar, 15 LBS./FT.
 - Denotes No Vehicular Access.
 - Denotes lot areas to the nearest square foot.

2002.41'

N89°47'21"W 662.96'

((R) SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 SECTION 30, T5N, R21E)

UNPLATTED LANDS

WETLAND

"NO BUILD" 50' WETLAND SETBACK

6'

20'

40'

60'

80'

100'

120'

140'

160'

180'

200'

220'

240'

260'

280'

300'

320'

340'

360'

380'

400'

420'

440'

460'

480'

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2180'

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5680'

5700'

5720'

5740'

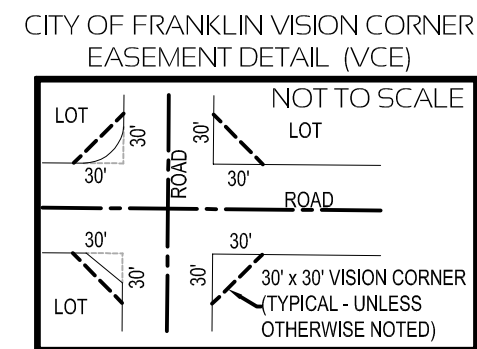
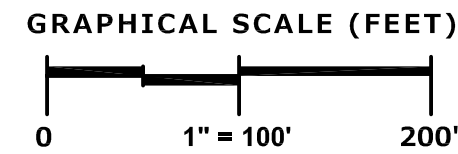
5760'

5780'

5800'

RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S00°15'34"W	33.00'
L2	S00°15'34"W	32.00'
L3	N41°23'51"E	110.60'
L4	N48°36'09"W	12.00'
L5	N41°23'51"E	127.48'
L6	S89°44'26"E	83.49'
L7	N41°23'51"E	95.47'
L8	S89°44'26"E	95.51'
L9	N41°23'51"E	206.07'
L10	S89°44'26"E	353.92'

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



AUGUST 22, 2019

PARCEL 2
C.S.M. NO. 3104

LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Set 1-1/4" X 18" Iron Rebar, 430 LBS./FT.
- All other corners marked by 3/4" X 18" Iron Rebar, 15 LBS./FT.
- Denotes No Vehicular Access.
- SF - Denotes lot areas to the nearest square foot.

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

PEG JOB#80920
SHEET 5 OF 8

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L111	N75°22'21"E	40.40'
L112	S83°24'58"E	21.93'
L113	N81°01'31"E	18.61'
L114	N64°22'19"E	30.43'
L115	S72°46'48"E	32.35'
L116	S84°45'14"E	22.54'
L117	N89°55'05"E	38.26'
L118	N78°42'05"E	37.30'
L119	N78°13'06"E	35.29'
L120	N76°36'18"E	38.39'
L121	N78°25'24"E	41.52'
L122	N80°05'35"E	31.34'
L123	N86°06'12"E	29.02'
L124	N88°33'35"E	25.66'
L125	S78°35'50"E	23.05'
L126	S61°51'16"E	38.77'
L127	S51°40'09"E	26.52'
L128	S60°48'43"E	38.20'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L129	S82°18'03"E	29.41'
L130	S83°46'43"E	33.83'
L131	S76°59'19"E	29.21'
L132	S65°37'25"E	30.93'
L133	S85°51'26"W	22.70'
L134	N52°02'25"W	30.32'
L135	S85°12'42"W	10.31'
L136	N76°55'48"W	39.91'
L137	N49°54'31"W	50.79'
L138	N64°32'14"W	51.54'
L139	N54°16'58"W	51.58'
L140	N32°49'08"W	50.00'
L141	N03°52'01"E	77.90'
L142	N43°11'30"E	71.13'
L143	N47°54'45"E	45.57'
L144	N24°01'30"E	28.62'
L145	N03°26'47"E	13.39'
L146	N14°43'41"W	20.77'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L147	N02°49'59"W	45.18'
L148	N25°21'49"E	61.79'
L149	N19°04'30"E	40.49'
L150	N60°46'28"E	45.16'
L151	N86°06'54"E	41.26'
L152	S32°06'26"E	52.93'
L153	S21°57'55"E	46.84'
L154	S14°36'57"E	44.77'
L155	S01°56'25"W	39.01'
L156	S30°20'37"E	42.52'
L157	S27°11'48"E	31.77'
L158	S58°14'57"E	46.72'
L159	S01°59'46"E	38.25'
L160	S31°43'54"E	35.66'
L161	S17°35'47"E	53.07'
L162	S10°22'44"W	49.03'
L163	S17°08'13"W	38.83'
L164	S20°02'47"W	47.54'
L165	S60°15'57"W	9.01'

RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

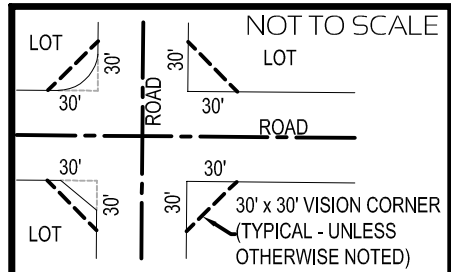
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Certified _____, 20____

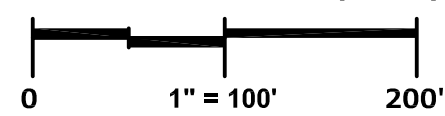
Department of Administration



CITY OF FRANKLIN VISION CORNER EASEMENT (VCE)



GRAPHICAL SCALE (FEET)



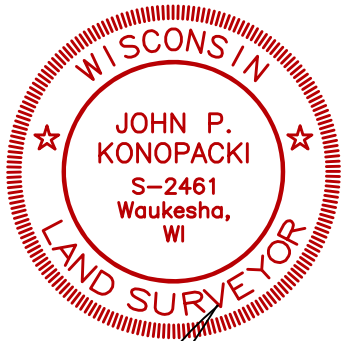
LEGEND:

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This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



AUGUST 22, 2019

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



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

CURVE TABLE							
CURVE NO.	LOT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C1	BOUNDARY	1124.49'	1979.86'	32°32'32"	N59°29'35"E	1109.44'	N43°13'19"E
		1124.43'(R)		32°32'25"(R)	N59°29'39"E(R)	1109.38'(R)	
	LOT 83	30.51'	1979.86'	000°52'58"	N75°19'22"E	30.51'	
	ROW	45.05'	1979.86'	001°18'14"	N74°13'46"E	45.05'	
	ROW	40.00'	1979.86'	001°09'28"	N72°59'55"E	40.00'	
	ROW TOTAL	85.05'	1979.86'	002°27'41"	N73°39'02"E	85.05'	
	LOT 82	848.70'	1979.86'	024°33'39"	N60°08'22"E	842.22'	
	ROW	35.01'	1979.86'	001°00'47"	N47°21'09"E	35.01'	
	ROW	35.00'	1979.86'	001°00'46"	N46°20'22"E	35.00'	
	ROW TOTAL	70.01'	1979.86'	002°01'34"	N46°50'46"E	70.01'	
	LOT 81	90.22'	1979.86'	002°36'39"	S44°31'39"W	90.21'	
C2	LOT 1	31.42'	20.00'	090°00'00"	N45°34'43"W	28.28'	S89°25'17"W
C3	LOT 4	25.10'	20.00'	071°54'32"	N35°22'33"E	23.49'	N00°34'43"W
C4	ROW	284.78'	60.00'	271°56'46"	N64°38'35"W	83.40'	N71°19'49"E
	LOT 4	55.74'	60.00'	053°13'44"	N44°42'57"E	53.76'	
	LOT 5	60.04'	60.00'	057°20'08"	N10°33'59"W	57.57'	
	LOT 6	62.83'	60.00'	060°00'00"	N69°14'03"W	60.00'	
	LOT 7	62.83'	60.00'	060°00'00"	S50°45'57"W	60.00'	
	LOT 8	43.33'	60.00'	041°22'54"	S00°04'29"W	42.40'	
	LOT 8	6.99'	20.00'	020°02'15"	S10°35'50"E	6.96'	S20°38'58"E
	LOT 79	31.42'	20.00'	090°00'00"	S44°25'17"W	28.28'	S89°25'17"W
	CENTERLINE	243.35'	500.00'	027°53'11"	S13°21'53"W	240.96'	S00°34'43"E
	WEST ROW	228.75'	470.00'	027°53'11"	S13°21'53"W	226.50'	S00°34'43"E
	LOT 16	61.16'	470.00'	007°27'22"	N03°08'58"E	61.12'	
	LOT 17	112.47'	470.00'	013°42'39"	N13°43'59"E	112.20'	
	LOT 18	55.12'	470.00'	006°43'10"	N23°56'53"E	55.09'	
	EAST ROW	257.96'	530.00'	027°53'11"	S13°21'53"W	255.42'	S00°34'43"E
	LOT 74	63.17'	530.00'	006°49'43"	S23°53'36"W	63.13'	
	LOT 75	85.27'	530.00'	009°13'05"	S15°52'12"W	85.18'	
	LOT 76	85.27'	530.00'	009°13'05"	S06°39'07"W	85.18'	
	LOT 77	24.25'	530.00'	002°37'17"	S00°43'55"W	24.25'	
	CENTERLINE	551.85'	590.00'	053°35'28"	S00°30'44"W	531.95'	S27°18'28"W
	WEST ROW	579.91'	620.00'	053°35'28"	S00°30'44"W	559.00'	S27°18'28"W
C8	LOT 18	39.85'	620.00'	003°40'58"	S25°27'59"W	39.84'	
	LOT 19	95.49'	620.00'	008°49'27"	S19°12'47"W	95.39'	
	LOT 20	95.48'	620.00'	008°49'24"	S10°23'21"W	95.38'	
	LOT 21	95.48'	620.00'	008°49'24"	S01°33'57"W	95.38'	
	LOT 22	95.48'	620.00'	008°49'24"	S07°15'27"E	95.38'	
	LOT 23	95.48'	620.00'	008°49'24"	S16°04'51"E	95.38'	
	LOT 24	62.66'	620.00'	005°47'27"	S23°23'17"E	62.63'	
	EAST ROW	523.79'	560.00'	053°35'28"	S00°30'44"W	504.90'	S27°18'28"W
	LOT 69	66.80'	560.00'	006°50'03"	S22°51'58"E	66.76'	
	LOT 70	108.09'	560.00'	011°03'33"	S13°55'10"E	107.92'	
	LOT 71	108.09'	560.00'	011°03'33"	S02°51'37"E	107.92'	
	LOT 72	108.09'	560.00'	011°03'33"	S08°11'56"W	107.92'	
	LOT 73	108.09'	560.00'	011°03'33"	S19°15'29"W	107.92'	
	LOT 74	24.63'	560.00'	002°31'12"	S26°02'52"W	24.63'	
	LOT 25	31.42'	20.00'	090°00'00"	N18°43'00"E	28.28'	N63°43'00"E
	LOT 68	31.42'	20.00'	090°00'00"	S71°17'00"E	28.28'	S26°17'00"E
	CENTERLINE	67.21'	150.00'	025°40'27"	N76°33'13"E	66.65'	N63°43'00"E
	LOT 67	53.77'	120.00'	025°40'27"	N76°33'13"E	53.32'	N63°43'00"E
	NORTH ROW	80.66'	180.00'	025°40'27"	N76°33'13"E	79.98'	N63°43'00"E
	LOT 68	55.97'	180.00'	017°49'02"	N72°37'31"E	55.75'	
	OUTLOT 4	24.68'	180.00'	007°51'25"	N85°27'44"E	24.66'	
	LOT 67	31.42'	20.00'	090°00'00"	N18°43'00"E	28.28'	N26°17'00"W
	LOT 54	31.42'	20.00'	090°00'00"	S71°17'00"E	28.28'	N63°43'00"E
	CENTERLINE	120.99'	270.00'	025°40'26"	S13°26'47"E	119.98'	S26°17'00"E
	LOT 54	107.54'	240.00'	025°40'26"	S13°26'47"E	106.65'	S26°17'00"E
	EAST ROW	134.43'	300.00'	025°40'26"	N13°26'47"W	133.31'	N00°36'33"W
	LOT 66	65.96'	300.00'	012°35'52"	N06°54'29"W	65.83'	
	LOT 67	68.47'	300.00'	013°04'34"	N19°44'42"W	68.32'	
	ROW	294.77'	65.00'	259°50'09"	S50°41'29"E	99.71'	S79°13'35"W
	LOT 57	57.50'	65.00'	050°40'51"	N53°53'10"E	55.64'	
	LOT 58	61.91'	65.00'	054°34'25"	N01°15'31"E	59.60'	
	LOT 59	61.62'	65.00'	054°19'10"	N53°11'17"W	59.34'	
	LOT 60	60.22'	65.00'	053°04'55"	S73°06'41"W	58.09'	
	LOT 61	53.52'	65.00'	047°10'47"	S22°58'50"W	52.02'	
	LOT 57	27.87'	20.00'	079°50'09"	N39°18'31"E	25.67'	N79°13'35"E
	CENTERLINE	148.98'	100.00'	085°21'43"	S73°36'08"E	135.58'	S30°55'17"E
	LOT 26	104.29'	70.00'	085°21'43"	S73°36'08"E	94.91'	S30°55'17"E
	SOUTH ROW	193.68'	130.00'	085°21'43"	S73°36'08"E	176.26'	S30°55'17"E
	LOT 50	26.36'	130.00'	011°37'12"	S36°43'53"E	26.32'	
	LOT 51	74.13'	130.00'	032°40'11"	S58°52'34"E	73.12'	
	LOT 52	74.13'	130.00'	032°40'11"	N88°27'15"E	73.12'	
	LOT 53	19.06'	130.00'	008°24'09"	N67°55'05"E	19.05'	

CURVE TABLE									
CURVE NO.	LOT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT	
C18	CENTERLINE	641.67'	896.00'	041°01'57"	S10°24'18"E	628.05'	S10°06'40"W	S30°55'17"E	
	EAST ROW	620.19'	866.00'	041°01'57"	N10°24'18"W	607.02'	N30°55'17"W	N10°06'40"E	
	LOT 26	37.46'	866.00'	002°28'42"	S29°40'56"E	37.46'			
	LOT 27	100.85'	866.00'	006°40'20"	S25°06'25"E	100.79'			
	LOT 28	100.88'	866.00'	006°40'29"	S18°26'01"E	100.83'			
	LOT 29	100.88'	866.00'	006°40'29"	S11°45'32"E	100.83'			
	LOT 30	100.88'	866.00'	006°40'29"	S05°05'03"E	100.83'			
	LOT 31	100.88'	866.00'	006°40'29"	S01°35'26"W	100.83'			
	LOT 32	78.34'	866.00'	005°11'00"	S07°31'10"W	78.32'			
	WEST ROW	663.16'	926.00'	041°01'57"	S10°24'18"E	649.08'	S10°06'40"W	S30°55'17"E	
	LOT 43	83.93'	926.00'	005°11'35"	S07°30'53"W	83.90'			
	LOT 44	87.21'	926.00'	005°23'45"	S02°13'13"W	87.18'			
	LOT 45	87.21'	926.00'	005°23'45"	S03°10'33"E	87.18'			
	LOT 46	87.21'	926.00'	005°23'45"	S08°34'18"E	87.18'			
	LOT 47	87.21'	926.00'	005°23'45"	S13°58'04"E	87.18'			
	LOT 48	87.21'	926.00'	005°23'45"	S19°21'49"E	87.18'			
	LOT 49	87.21'	926.00'	005°23'45"	S24°45'35"E	87.18'			
	LOT 50	55.98'	926.00'	003°27'50"	S29°11'22"E	55.97'			
	C19	CENTERLINE	332.26'	225.00'	084°36'36"	S32°11'38"E	302.89'	S74°29'56"E	S10°06'40"W
		EAST ROW	376.57'	255.00'	084°36'36"	N32°11'38"W	343.27'	N10°06'40"E	N74°29'56"W
LOT 32		14.73'	255.00'	003°18'33"	N08°27'24"E	14.73'			
LOT 33		80.87'	255.00'	018°10'11"	N02°16'58"W	80.53'			
LOT 34		80.86'	255.00'	018°10'10"	N20°27'09"W	80.53'			
LOT 35		80.86'	255.00'	018°10'10"	N38°37'19"W	80.53'			
LOT 36		80.86'	255.00'	018°10'10"	N56°47'29"W	80.53'			
LOT 37		38.38'	255.00'	008°37'22"	S70°11'15"E	38.34'			
WEST ROW		287.96'	195.00'	084°36'36"	S32°11'38"E	262.50'	S74°29'56"E	S10°06'40"W	
LOT 41		102.93'	195.00'	030°14'34"	N59°22'39"W	101.74'			
LOT 42		181.03'	195.00'	053°11'31"	S17°39'37"E	174.60'			
LOT 43		4.00'	195.00'	001°10'31"	S09°31'25"W	4.00'			
CENTERLINE		265.78'	500.00'	030°27'23"	N59°16'15"W	262.66'	N74°29'56"W	N44°02'33"W	
NORTH ROW		249.84'	470.00'	030°27'23"	N59°16'15"W	246.90'	N74°29'56"W	N44°02'33"W	
LOT 37		50.40'	470.00'	006°08'38"	S71°25'37"E	50.37'			
LOT 38		101.62'	470.00'	012°23'18"	S62°09'40"E	101.42'			
LOT 39		97.82'	470.00'	011°55'27"	S50°00'17"E	97.64'			
SOUTH ROW		281.73'	530.00'	030°27'23"	N59°16'15"W	278.42'	N74°29'56"W	N44°02'33"W	
LOT 40		92.47'	530.00'	009°59'48"	N65°54'08"W	92.35'			
LOT 41		33.29'	530.00'	003°35'55"	N72°41'59"W	33.28'			
OUTLOT 3	155.97'	530.00'	016°51'41"	N52°28'24"W	155.41'				
C21	CENTERLINE	169.58'	500.00'	019°25'57"	N55°40'26"E	168.77'	N65°23'24"E	N45°57'27"E	
	LOT 82	157.71'	465.00'	019°25'57"	S55°40'26"W	156.96'	S65°23'24"W	S45°57'27"W	
	LOT 84	181.45'	535.00'	019°25'57"	S55°40'26"W	180.58'	S65°23'24"W	S45°57'27"W	
	CENTERLINE	135.51'	225.00'	034°30'30"	N48°08'09"E	133.48'	N30°52'54"E	N65°23'24"E	
C22	LOT 82	156.59'	260.00'	034°30'30"	S48°08'09"W	154.24'	S30°52'54"W	S65°23'24"W	
	LOT 84	114.43'	190.00'	034°30'30"	S48°08'09"W	112.71'	S30°52'54"W	S65°23'24"W	
	CENTERLINE	168.69'	225.00'	042°57'28"	S37°38'22"E	164.77'	S16°09'38"E	S59°07'06"E	
C23	LOT 82	138.70'	185.00'	042°57'28"	N37°38'22"W	135.48'	N16°09'38"W	N59°07'06"W	
	LOT 83	198.68'	265.00'	042°57'28"	N37°38'22"W	194.06'	N16°09'38"W	N59°07'06"W	
	CENTERLINE	205.96'	230.00'	051°18'30"	S33°27'51"E	199.15'	S59°07'06"E	S07°48'36"E	
C24	LOT 83	170.14'	190.00'	051°18'30"	N33°27'51"W	164.52'	N07°48'36"W	N59°07'06"W	
	LOT 84	241.78'	270.00'	051°18'30"	S33°27'51"E	233.79'	S59°07'06"E	S07°48'36"E	
	CENTERLINE	156.14'	230.00'	038°53'49"	S11°38'18"W	153.16'	S07°48'36"E	S31°05'13"W	
C25	LOT 83	128.99'	190.00'	038°53'49"	N11°38'18"E	126.52'	N07°48'36"W	N31°05'13"E	
	LOT 84	183.30'	270.00'	038°53'49"	S11°38'18"W	179.80'	S07°48'36"E	S31°05'13"W	
C26	CENTERLINE	90.94'	230.00'	022°39'16"	S42°24'51"W	90.35'	S31°05'13"W	S53°44'29"E	
	LOT 83	75.19'	190.00'	022°39'16"	N42°24'51"E	74.64'	N53°44'29"E	N31°05'13"E	
LOT 84	106.76'	270.00'	022°39'16"	S42°24'51"W	106.06'	S31°05'13"W	S53°44'29"E		

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095, as recorded in the Register of Deeds office for Milwaukee County as Document No. 10830741, and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 30;
Thence South 89°44'26" East along the north line of said Northeast 1/4, 426.54 feet;
Thence South 00°15'34" West, 33.00 feet to the Point of Beginning;

Thence continuing South 00°15'34" West, 32.00 feet to the south right of way line of West Ryan Road - County Trunk Highway "H";
Thence South 88°44'26" East along said south right of way line, 258.41 feet to the east line of Lot 2 of Certified Survey Map No. 9095;
Thence South 00°34'43" East along said east line, 688.00 feet;
Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095;
Thence North 00°34'43" West along said west line, 688.00 feet to the aforesaid south right of way line of West Ryan Road - County Trunk Highway "H";
Thence South 89°44'26" East along said south right of way line, 366.40 feet to the west right of way line of South 112th Street;
Thence South 00°36'33" East along said west right of way line, 2586.29 feet to the south line of the Northeast 1/4 of said Section 30;
Thence North 89°42'41" West along said south line, 1282.79 feet to the east line of the Southwest 1/4 of said Section 30;
Thence South 00°34'05" East along said east line, 667.46 feet to a south line of Outlot 1 of Certified Survey Map No. 9095;
Thence North 89°47'21" West along said south line, 662.96 feet to a west line of said Outlot 1;
Thence North 00°34'08" West along said west line, 688.97 feet to the north line of the Southwest 1/4 of said Section 30;
Thence North 89°39'32" West along said north line, 662.99 feet to the west line of Lot 1 of Certified Survey Map No. 9095;
Thence North 00°34'12" West along said west line, 1523.10 feet to the north line of Certified Survey Map No. 9095;
Thence the following courses along said north line:
North 79°00'41" East, 156.97 feet;
North 75°45'51" East, 215.80 feet to a point on a curve;
Northeasterly 1124.49 feet along the arc of said curve to left and said north line, whose radius is 1979.86 feet and whose chord bears North 59°29'35" East, 1109.44 feet to the east line of the Northwest 1/4 of said Section 30;
South 00°34'43" East along said east line, 47.96 feet;
South 89°23'13" East, 271.70 feet;
North 00°34'43" West, 302.82 feet;
Thence North 89°44'26" West, 79.44 feet to the east right of way line of West Loomis Road - State Trunk Highway "36" -United States Highway "45";
Thence the following courses along said east right of way line:
North 41°23'51" East, 110.60 feet;
North 48°38'09" West, 12.00 feet;
North 41°23'51" East, 127.48 feet to the south right of way line of West Ryan Road - County Trunk Highway "H";
Thence South 89°44'26" East along said south right of way line, 83.49 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 5,810,963 square feet (133.4014 acres) of land Gross more or less.

That I have made such survey, land division and map by the direction of MILLS HOTEL WYOMING, LLC, LOOMIS COTTAGE VENTURES, LLC and STRAUSS INVESTMENTS, LLC owners of said land.

That such plat 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 requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Land Division Ordinance and the Unified Development Ordinance Division - 15 of the City of Franklin in surveying, mapping and dividing the land within the subdivision.

Date: AUGUST 22, 2019



John P. Konopacki
Professional Land Surveyor S-2461

CITY OF FRANKLIN CERTIFICATE

Resolved, that the plat known as RYAN MEADOWS, being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, which has been filed for approval, be and is hereby approved as required by Chapter 236 of the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Franklin, Wisconsin on the _____ day of _____, 2019, which action becomes effective upon receipt of approval of all other reviewing agencies and all conditions of the City of Franklin's approval were satisfied as of the _____ day of _____, 2019.

Date

Steve Olson, Mayor

Date

Sandra L. Wesolowski, City Clerk

CITY OF FRANKLIN TREASURER'S CERTIFICATE

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

I, Paul Rotzenberg, being duly appointed, qualified and acting Director of Finance and Administrative Services of the City of Franklin, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 2019 on any of the lands included in the plat of RYAN MEADOWS.

Date

Paul Rotzenberg, Director of Finance and Treasurer

MILWAUKEE COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

I, _____, being duly elected County Treasure of the County of Milwaukee, do hereby certify that the records in my office show no unpaid taxes and no unredeemed tax sales or special assessments as of _____, 2019 on any of the lands included in the plat of RYAN MEADOWS.

Date

County Treasure

OWNER'S CERTIFICATE OF DEDICATION

MILLS HOTEL WYOMING, LLC, LOOMIS COTTAGE VENTURES, LLC and STRAUSS INVESTMENTS, LLC, Limited Liability Companies duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, do hereby certify that said limited liability companies caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

MILLS HOTEL WYOMING, LLC, LOOMIS COTTAGE VENTURES, LLC and STRAUSS INVESTMENTS, LLC, also certify that this plat is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- City of Franklin
- Wisconsin Department of Administration

IN WITNESS WHEREOF, the said **MILLS HOTEL WYOMING, LLC**, has caused these presents to be signed by Stephen C. Mills, Member, and Martha L. Mills, Member, at (city) _____ County, Wisconsin, on this _____ day of _____, 2019.

In the presence of: **MILLS HOTEL WYOMING, LLC**
By: Mills Enterprises, LLC, it Manager

Stephen C. Mills, Member

Martha L. Mills, Member

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, Stephen C. Mills, Member, and Martha L. Mills, Member, of the above named **MILLS HOTEL WYOMING, LLC**, to me known to be the persons who executed the foregoing instrument, and to me known to be such members of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

IN WITNESS WHEREOF, the said **LOOMIS COTTAGE VENTURES, LLC**, has caused these presents to be signed by _____ (name - print) _____ (title) _____, at (city) _____ County, Wisconsin, on this _____ day of _____, 2019.

In the presence of: **LOOMIS COTTAGE VENTURES, LLC**

(name - signature)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, (name) _____ (title) _____, of the above named **LOOMIS COTTAGE VENTURES, LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be _____ (title) of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

IN WITNESS WHEREOF, the said **STRAUSS INVESTMENTS, LLC**, has caused these presents to be signed by _____ (name - print) _____ (title) _____, at (city) _____ County, Wisconsin, on this _____ day of _____, 2019.

In the presence of: **STRAUSS INVESTMENTS, LLC**

(name - signature)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, (name) _____ (title) _____, of the above named **STRAUSS INVESTMENTS, LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be _____ (title) of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

RYAN MEADOWS

Being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE - MILLS HOTEL WYOMING, LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this certified survey map and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, Its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

Date _____ President _____
STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE - LOOMIS COTTAGE VENTURES, LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this certified survey map and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, Its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

Date _____ President _____
STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE - STRAUSS INVESTMENTS, LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this certified survey map and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, Its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

Date _____ President _____
STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2019, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

UTILITY EASEMENT PROVISIONS

An easement for electric and communications service is hereby granted by

MILLS HOTEL WYOMING LLC, LOOMIS COTTAGE VENTURES, LLC and STRAUSS INVESTMENTS, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation doing business as WE Energies, Grantee

WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, a Wisconsin Corporation, Grantee

and **TIME WARNER ENTERTAINMENT COMPANY, L.P.**, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, 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 reasonable required incident to the rights herein given, and the right to enter upon the subdivided property of all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonable 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 or communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings 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 the 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.



CONSERVATION EASEMENT

Ryan Meadows
Strauss Investments, LLC -Wetland 1

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Strauss Investments, LLC, a Wisconsin limited liability company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within Ryan Meadows Subdivision in the City of Franklin, Milwaukee County, Wisconsin, described on attached Exhibit A and hereby made a part hereof (the "protected property"); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, as identified in the Natural Resource Protection Plan compiled by Pinnacle Engineering Group, dated April 25, 2019, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a "holder", as contemplated by §700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, inter alia, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over, and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over, and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

1. To view the protected property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;

2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees; with the exception of limited grading within the wetland setback area as defined by the City of Franklin Unified Development Ordinance. Grading within the wetland setback is limited to the grading shown in the approved Final Engineering Plans for the Strauss Brands Facility development.
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

To have and to hold this conservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor:

Strauss Investments, LLC
5129 Franklin Drive
Franklin, WI 53132

To Grantee:

City of Franklin
Office of the City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of _____, 2019.

Strauss Investments, LLC

By: _____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, A.D. 2019 by _____, as _____ of Strauss Investments, LLC to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Strauss Investments, LLC.

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D. 2019.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, A.D. 2019, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Joel Dietl, Planning Manager
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

Exhibit A

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C100	79.27'	50.00'	N83°31'03"E	71.23'
C101	84.19'	50.00'	N16°51'33"E	74.59'

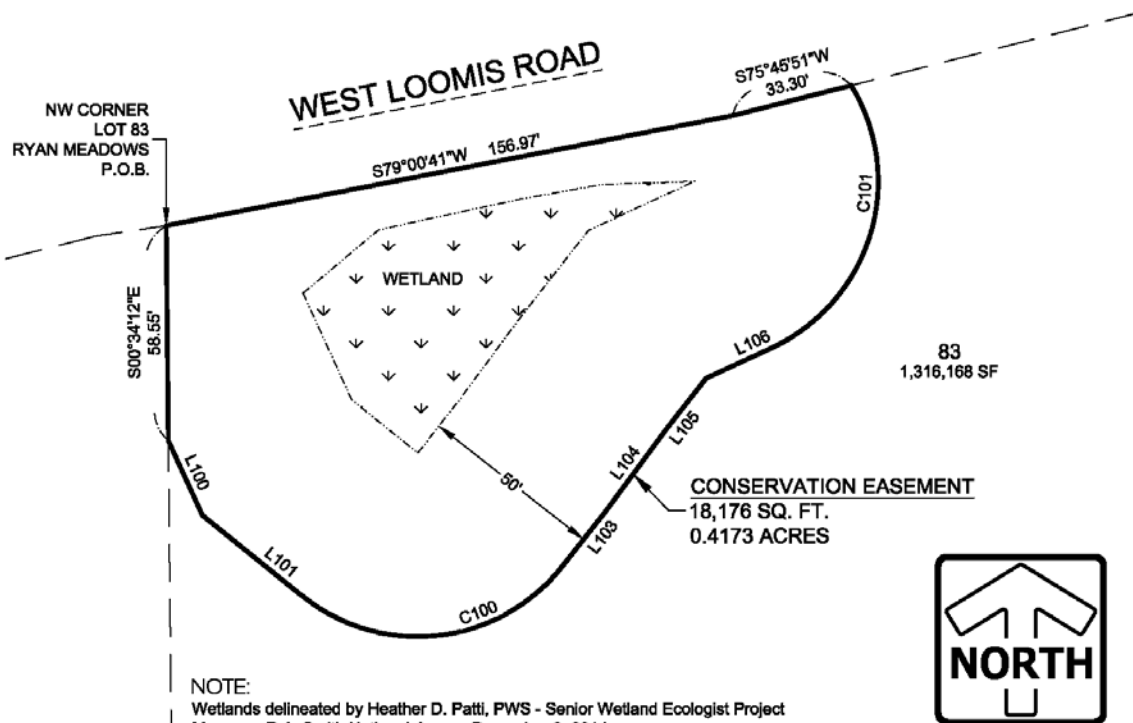
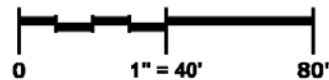
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L100	S24°33'10"E	22.30'
L101	S51°03'46"E	34.88'
L103	N38°05'53"E	18.84'
L104	N36°29'33"E	28.19'
L105	N38°00'44"E	17.28'
L106	N65°05'42"E	19.79'

LEGAL DESCRIPTION:

Being a part of Lot 83 in Ryan Meadows, located in the Northeast 1/4 of the Northwest 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Beginning at the northwest corner of said Lot 83; thence South 00°34'12" East along the west line of said Lot 83, 58.55 feet; thence South 24°33'10" East, 22.30 feet; thence South 51°03'46" East, 34.88 feet to a point on a curve; thence northeasterly 79.27 feet along the arc of said curve to the left, whose radius is 50.00 feet and whose chord bears North 83°31'03" East, 71.23 feet; thence North 38°05'53" East, 18.84 feet; thence North 36°29'33" East, 28.19 feet; thence North 38°00'44" East, 17.28 feet; thence North 65°05'42" East, 19.79 feet to a point on a curve; thence northeasterly 84.19 feet along the arc of said curve to the left, whose radius is 50.00 feet and whose chord bears North 16°51'33" East, 74.59 feet to the north line of said Lot 83; thence South 75°45'51" West along said north line, 33.30 feet; thence South 79°00'41" West along said north line, 156.97 feet to the Point of Beginning.

GRAPHICAL SCALE (FEET)



NOTE:

Wetlands delineated by Heather D. Patti, PWS - Senior Wetland Ecologist Project Manager, R.A. Smith National, Inc. on December 8, 2014.



CONSERVATION EASEMENT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

08/22/19

PLAN | DESIGN | DELIVER

PEG JOB#809.20

BYLAWS OF
THE RYAN MEADOWS OWNERS' ASSOCIATION, INC.

ARTICLE I.
General

Section 1. Adoption of Bylaws and Applicability of Definitions. These Bylaws are adopted as the Bylaws of the Ryan Meadows Owners' Association, Inc. ("Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of lot owners in Ryan Meadows, City of Franklin, Milwaukee County, Wisconsin, (the "Property"). The provisions of these Bylaws apply to the Property and to the use and occupancy of the Property.

Section 2. Office and Mailing Address. The initial office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be located at 4015 – 80th Street, Kenosha, WI 53142.

Section 3. Defined Terms. Capitalized terms used but not specifically defined herein, shall have the meanings assigned to such terms in the Master Declaration of Restrictions, Covenants and Easements for Ryan Meadows (the "Declaration").

ARTICLE II.
Board of Directors

Section 1. Number and Qualification. The Board of Directors shall initially be appointed by the Developer as set forth in the Declaration and after the period of Developer control of said Board of Directors, shall be composed of three persons, each of whom shall be owners of property, fiduciary owners, members, or employees of owners, or officers, stockholders, or employees of corporate owners.

Section 2. Powers and Duties. The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors shall have full power and authority necessary for or desirable to complete enforcement and administration of the Articles of Incorporation, these Bylaws and the Declaration.

Section 3. Election and Term of Office. The members of the Board of Directors elected by the lot owners shall hold office for a term of one year, or until their respective successor shall have been elected by the property owners.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of lot owners, any one or more of the members of the Board of Directors previously elected by the lot owners may be removed with or without cause by a majority of the authorized votes of all lot owners, and a successor may be elected to fill the vacancy created.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a member by a vote of the lot owners, shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of the vacancy even though the Directors present at the meeting may be less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed until a successor is elected.

Section 6. Organizational Meeting. The first meeting of the members of the Board of Directors shall be held within 30 days of the appointment of the Board of Directors by the Developer, under and pursuant to the Declaration.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at the time and place as determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or telegram, at least 48 hours prior to the time of the meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or telegraph, and the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a member of the Board of Directors at any meeting of the Board shall be a waiver of notice of the time and place of the meeting. If all members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 12. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the property owners for any mistake of judgment, failure to adhere to the provisions of the Articles or these Bylaws, negligence or otherwise, except for their own individual, willful misconduct or bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contracts made by them on behalf of the Association. At the option of the Board of Directors, Directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 13. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. The consent shall have the same force and effect as a unanimous vote.

ARTICLE III. Lot Owners-Members

Section 1. Annual Meetings. The Developer shall select three persons to serve on the Board of Directors of the Association as set forth in the Declaration. Thereafter, the annual meetings of the lot owners shall be held as determined by the Board of Directors; but no later than 12 months from the anniversary date of such appointment, on an annual basis. At such meetings, the Board of Directors shall be elected by ballot of the lot owners. The lot owners may transact other business at the meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the lot owners shall be held at any suitable place as may be designated by the Incorporator or by the Board of Directors, as the case may be.

Section 3. Notice of Meetings. The Secretary shall mail to each property owner of record a notice of each meeting of the lot owners at least 10, but not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 4. Adjournment of Meetings. Any meeting of lot owners at which a quorum has or has not attended may be adjourned at the option of the lot owners by vote of a majority of the authorized votes of the owners who are present, either in person or by proxy, at the meeting.

Section 5. Voting. Each lot shall have between one and five votes, as set forth in Section 13.4 of the Declaration. Each lot owner shall furnish the Association with the owner's name and

current mailing address. No lot owner may vote at meetings of the Association until this information is furnished. The owner or owners of each lot, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote(s) belonging to the Lot owner at all meetings of the owners. The designation of any proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary. Each lot owner shall be entitled to cast at all meetings of the owners the vote(s) belonging to each lot owned. Where ownership is in the name of two or more persons, the vote may be exercised as they themselves determine; provided, however, that if any joint owner protests promptly the casting of the vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint owner's interest, then the vote shall thereafter be cast pro rata by all joint owners in accordance with their interests in the lot. Where the lot is sold under a land contract, the land contract vendee shall be entitled to vote the vote(s) for that lot (where there are two or more vendees, they shall be considered joint owners).

Section 6. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of 33 1/3 percent of the total authorized votes of all owners shall constitute a quorum at all meetings of the lot owners.

Section 7. Majority Vote. The vote of the majority of owners at a meeting at which a quorum shall be present shall be binding upon all owners for all purposes.

Section 8. Membership. All lot owners shall be members of the Association.

ARTICLE IV. Officers

Section 1. Designation, Election and Removal. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as, in its judgment, may be necessary. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may, with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

Section 2. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the lot owners and of the Board of Directors. The President shall have all of the general powers and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law including, but not limited to, the power to appoint lot owners to any committee which is established under these Bylaws.

Section 3. Vice President. The Vice President shall take the place of and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at the meetings of the Association.

Section 5. Treasurer. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and shall, in general, perform all the duties of the Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any officer or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V. Operation of the Property

Section 1. Determination of Assessments. The Board of Directors shall, at least annually, prepare a budget and shall determine the amount of the expenses for the forthcoming year and allocate and assess those expenses against the lot owners according to the Declaration. The Board of Directors may determine: (a) general assessments or charges, (b) special assessments for capital improvements and repairs to the drainage easement areas, and (c) special assessments for exterior maintenance to lots; all as allowed by the Declaration. The Board of Directors shall advise each lot owner in writing of the amount of expenses assessed to each lot owner.

Section 2. Payment of Assessments. All lot owners shall pay the amounts assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article, at such time or times as the Board of Directors shall determine.

Section 3. Collection of Assessments. The Board of Directors shall take prompt action to collect from an owner any assessment due which remains unpaid by the lot owner for more than 30 days from the due date for its payment.

ARTICLE VI. Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 3. Captions. The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular-Plural. The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

ARTICLE VII. Fiscal Year

Section 1. Adoption of Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year.

ARTICLE VIII. Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by vote of at least two-thirds of the authorized votes of all lot owners, which vote shall be taken at a meeting of lot owners duly held for that purpose.

RYAN MEADOWS SUBDIVISION

Master Declaration of Restrictions, Covenants and Easements

This Master Declaration of Restrictions, Covenants and Easements (“Declaration”), is made as of this _____ day of August, 2019 by Mills Hotel Wyoming, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the Developer is the owner of the real property located in the City of Franklin, County of Milwaukee, State of Wisconsin (hereinafter the “City”), known as Ryan Meadows, a subdivision; and

WHEREAS, the Developer desires to plat Ryan Meadows as described on the attached Exhibit A, including Residential Lots 1 through 79, commercial Lots 80 through 84 and Outlots 1 through 4 as shown on the Final Plat, which is made a part hereof and described in Article II of this Declaration (the “Property”), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as “Covenants”) set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the City and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, it is the Developer’s intention to initially develop the Property into seventy-nine (79) single-family Residential Lots and five (5) Commercial Lots.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

ARTICLE I **DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 “Developer” shall mean Mills Hotel Wyoming, LLC, a Wisconsin limited liability company, or an assignee of Developer, provided an Assignment of Developer’s Rights is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin. The “Developer” may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 “Association” shall mean and refer to Ryan Meadows Owners Association, Inc., a Wisconsin non-stock corporation.

1.3 “Property” shall mean and refer to all existing properties as are subject to this Declaration.

1.4 “Common Areas” shall mean Outlots 1 through 4.

1.5 “Lot” shall mean and refer to Residential Lots 1 through 79 and Commercial Lots 80 through 84.

1.6 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term “Owner” shall refer to such person instead of the vendor.

1.7 “Member” shall mean and refer to all those Owners who are Members of the Association as provided in Article IV hereof.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A attached hereto as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Milwaukee County, Wisconsin. The term “Existing Property” as used in this Declaration shall refer to all property which is subject to the provisions hereof.

2.2 Additions to the Property. The Developer may, from time to time and in its sole discretion, subject all or a portion of adjacent property now or in the future owned by the Developer as additions to Ryan Meadows to this Declaration, by appropriate reference hereto. The additions authorized herein shall be made by filing for record in the office of the Register of Deeds for Milwaukee County a Supplemental Declaration with respect to the additional property which shall extend the scheme of the restrictions and covenants of this Declaration to such property, including increasing the number of Members and votes in the Association (as hereinafter defined) and the amount of land owned by the Association. Such Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional property and as are not inconsistent with the scheme of this Declaration. Such Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional lands which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the lands described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Land Use and Building Type. No Lot shall be used for any purpose except for single-family Residential purposes as permitted by the Village zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein. Notwithstanding anything contained herein to the contrary, the Commercial Lots 80 through 84 may be used for any lawful purpose permitted by the City of Franklin zoning ordinances and approved by the Developer in writing.

3.3 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.3 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee").

Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the City without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the City ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.4 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.5 Dwelling Size. No dwelling shall be erected on any Residential Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- (a) Not less than 1,650 square feet for a one-story dwelling;
- (b) Not less than 2,000 square feet for a split-level with a minimum first floor area of 1,050 square feet;
- (c) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.6 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans (“Grading Plans”) on file with the City Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable City ordinance.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. Upon written petition of an Owner to the ACC and the City Engineer, the ACC, with the written approval of the City Engineer, may make modifications to the final first floor grade of the proposed dwelling. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owner’s Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner’s construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading plans as these plans are amended by the Developer from time to time, subject to City approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient reasons, be approved by the ACC and the City; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the City for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled off site and disposed, at the Lot Owner’s cost,

3.7 Completion. All construction of dwellings, buildings, improvements and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of sidewalks as shown on the Plat for each lot, other walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the City for each lot or dwelling.

3.8 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the Final Plat for Ryan Meadows in the office of the Register of Deeds of Milwaukee County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the City, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the Final Plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the City; nor shall any improvements be placed within such areas without the prior written consent of the Developer, City and/or any other party having an interest in the respective easement area.

(b) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a Final Plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the Final Plat.

(c) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee interest in the areas shown on the Final Plat as Outlots 1, 2, 3 and 4 have been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the Final Plat. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, snow removal, and all required maintenance to these Outlots. No filling or other activity or condition detrimental to their function as stormwater drainage facilities

shall occur or exist within such Outlot or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the City's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the Final Plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the City, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the City. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat.

3.9 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to City ordinances and applicable State and Federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the City except for lot line adjustments permitted under City ordinances. The requirements under City ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with City ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the City ordinances and the City ordinance is more strict than the provision contained herein, the City ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the City and shall not constitute a waiver of such City requirement and/or approval.

3.10 Landscape Requirements. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the City Building Inspector of the building plans for the dwelling and shall conform with the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within six (6) months from the date of issuance of an occupancy permit by the City, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.10 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.11 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(c) No solar panels, external antennae, including satellite dishes (excepting satellite dishes of not greater than 24" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

3.12 Accessory Structures. Accessory structures may not be constructed without the prior written approval of the Architectural Control Committee.

3.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Residential Lot, except that not more than a total of three dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.14 Garages; Parking and Concrete Driveway Approaches.

(a) Each Residential Lot shall have a private, attached, enclosed garage for onsite storage of not less than 2 and not more than 4 stalls for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced concrete, paver, stone, or brick driveway (such driveway shall be installed and completed within one [1] year from the date of issuance of any occupancy permit).

(b) No mountable curb cuts shall be permitted when driveways are installed.

(c) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the discretion and approval of the ACC.

3.15 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.16 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, vinyl or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC. Not less than thirty percent (30%) of the front façade of any residence shall consist of brick, stone or other natural product approved by the ACC. Notwithstanding the foregoing, vinyl or aluminum materials shall be permitted for soffit and fascia.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted for approval before installation on the dwelling.

3.17 Curb Cuts. Curb cuts for driveways shall be made to City standards at the expense of the lot owner, who shall be fully responsible for compliance with City standards.

3.19 Fences and Walls. No fence or wall shall be permitted which does not comply with City ordinances regulating the same. Additionally, no fence shall be constructed unless approved in advance by the ACC. Notwithstanding the foregoing, no fence shall be permitted unless the style is open and transparent in nature, such as a (regardless of material) traditional wrought iron presentation. No opaque fences of any kind shall be permitted.

3.20 Swimming Pools. All outdoor swimming pools shall comply with City ordinances. No swimming pool shall be constructed above ground level and all pools shall be protected by proper fencing or screening not exceeding six (6) feet in height. Specifications and location of the pool must be approved by the ACC prior to construction.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Membership and Voting Rights. Each Owner shall be a Member of the Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Residential Lot owned by the Member and five (5) votes in the Association for each commercial Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

4.2 Directors.

(a) Until the first meeting of the Members or until the Developer designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) When the Developer no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot sold by the Developer (whichever occurs first), the Developer shall cause the directors designated by the Developer to resign effective as of the first annual meeting of Members described in the Bylaws of the Association. The Board of Directors thereafter consisting of three (3) members shall be elected by the Members at each annual meeting of Members. The members of such elected Board of Directors shall serve for staggered terms of three (3) years, or until their respective successors shall have been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

5.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 Title to and Maintenance of Outlots. Title to Outlots 1, 2, 3 and 4 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas. The Association shall be responsible for the due care and maintenance of all such Outlots as well as the payment of real estate taxes levied against such Outlots by the local assessing authority.

5.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Village to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

5.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the City to repair said damaged areas; the Association or the City shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to City approval. The amount necessary for such repairs, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

5.5 Right to Enter and Maintain. The Developer and the Association are hereby granted an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or Ryan Meadows as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the City, the City, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the City and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

5.6 Disclaimer. The Developer shall convey the above mentioned Outlots to the Association “as is” and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including actual attorney’s fees incurred by the Developer or the Association, as the case may be, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall not be liable to the Association for the assessments provided for in this Article VI of the Declaration, for any Lot owned by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to said assessment and shall pay the same or prorated amount in the year of closing to the Association. Any deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

6.2 Initial Assessment. At the time of closing of each initial sale of a Residential Lot from the Developer, the buyer shall pay to the Association an initial assessment of \$375.00 which shall be deposited into the Association’s general fund. Additionally, upon any subsequent sale (other than by the Developer or any affiliate or related entity of the Developer) or transfer of any Residential Lot, the buyer of any such lot shall also pay such an initial assessment of \$375.00 to the Association. At the time of closing of each initial sale of a Commercial Lot from the Developer, the buyer shall pay to the Association an initial assessment of \$[_____] which shall be deposited into the Association’s general fund. Additionally, upon any subsequent sale (other than by the Developer or any affiliate or related entity of the Developer) or transfer of any Commercial Lot, the buyer of any such lot shall also pay such an initial assessment of \$[_____] to the Association.

6.3 Annual General Assessment.

(a) Purpose of Assessment. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.3(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally, except that the Commercial Lots shall be charged [_____].

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in quarterly monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.4 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years (or longer if deemed necessary in the reasonable discretion of the Board) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.

6.5 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.3, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair, or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.6 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.7 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.

6.8 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantees right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

6.9 Interest on Unpaid Assessment. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.10 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Milwaukee County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin States ' 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.11 Reduction of Assessments. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

ARTICLE VII ENFORCEMENT, TERMINATION, MODIFICATION

7.1 Right to Enforce. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the Village, an Owner, and/or the Association, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Association, and/or an Owner, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;

(b) Action for specific performance;

(c) Action for money damages as set forth in this Declaration; and

(d) Performance of these covenants by the Developer, the Association, or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Village for the actual costs (plus fifteen percent [15%] for overhead) related to or in connection with performing these covenants.

7.3 Reimbursement. Any amounts expended by the Developer, the Association, and/or the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

7.4 Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the Association, an Owner, and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

7.5 Right to Enter. The Developer, the Association, and/or the City shall have the right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner in default hereof.

7.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the final plat.

ARTICLE VIII GENERAL PROVISIONS

8.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the City's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver,

change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the City is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Milwaukee County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

8.3 Enforcement. To the extent that other specific remedies are not provided herein, upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of eighteen percent (18%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Severability. Invalidity of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this _____ day of _____, 2019.

DEVELOPER:
Mills Hotel Wyoming, LLC

By: Mills Enterprises, Managing Member

By _____
Stephen C. Mills, Member

State of _____)
) ss.
_____ County)

Personally came before me this _____ day of _____, 2019, to me known to be such persons and members who executed the foregoing instrument and acknowledge that they executed the same as the authorized member on behalf of the Developer, by its authority.

Name: _____
Notary Public, State of _____
My commission expires _____

This instrument drafted by

EXHIBIT A

Legal Description

DRAFT



Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: Ryan Meadows Owners Association, Inc.

Principal Office

Mailing Address: 4011 80th Street

City: Kenosha

State: WI

Zip Code: 53142

Registered Agent

Registered Agent Individual: Stephen R Mills

Name of Entity:

Street Address: 4011 80th Street

City: Kenosha

State: WI

Zip Code: 53142

Select Statement

Select one statement: The corporation will have members

Is this corporation authorized to make distributions under the statute?: Yes

This document was drafted by: Stephen R Mills

Incorporator

Name: Stephen R Mills

Street Address: 4011 80th Street

City: Kenosha

State: WI

Zip Code: 53142

Incorporator Signature

I understand that checking this box constitutes a legal signature: Yes

Incorporator Signature: Stephen R. Mills

Optional Articles

The purpose(s) for which the corporation is incorporated: Subdivision Owner's Association

Delayed Effective date:

Directors

Optional Contact Information

Name:
Address:
City:
State:
Zip Code:
Phone Number:
Email Address: jeh@beardevelopment.com

Endorsement

Received Date: FILED
08/26/2019

FEE EXEMPT #:
*****This document has been electronically recorded and returned to the submitter.*****

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Eugene Dale Magarich and Marlene Magarich,
husband and wife _____ (“Grantor,” whether one or more),
and Mills Hotel Wyoming, LLC, a Wisconsin limited liability company

_____ (“Grantee,” whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in MILWAUKEE County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

The East 231 feet of the West 915 feet of the South 220 feet of the North 973 feet of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin;

Recording Area

Name and Return Address

Mills Hotel Wyoming, LLC
4011 – 80th Street
Kenosha, WI 53142

892-9993-001

Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

(See additional legal description on page 2)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except for those Permitted Exceptions attached hereto as Exhibit A.

Dated as of July **23**, 2019

_____(SEAL) Eugene Dale Magarich _____(SEAL)
* _____
* _____
_____(SEAL) Marlene Magarich _____(SEAL)
* _____
* _____

AUTHENTICATION

Signature(s) _____

authenticated on

*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Gerald T. Warzyn, Esq.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 ss. Milwaukee COUNTY)

Personally came before me on 7/23/2019
the above-named Eugene Dale Magarich
and Marlene Magarich
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission (is permanent) ~~(expires: _____)~~

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Type name below signatures.

Eugene Dale Magarich and Marlene Magarich, husband and wife, Grantors

Mills Hotel Wyoming, LLC, a Wisconsin limited liability company, Grantee

ADDITIONAL LEGAL DESCRIPTION

This deed is being recorded for the purposes of a Lot Line adjustment and upon recording, the property described on Page One shall be added to and become part of Grantee's adjacent property know as Tax Parcel no. 891-9009-000.

EXHIBIT A
PERMITTED EXCEPTIONS

1. Taxes, general and special for the year 2019, not now due and payable.
2. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever for road and street purposes.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges of fees due and payable to the development or improvement of the Property.
4. Lack of a right of access to and from the Property.

DEPARTMENT OF ADMINISTRATIVE SERVICES

Milwaukee County



August 29, 2019

Joel Dietl, AICP
Planning Manager
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

**RE: Ryan Meadows
FKA-Bear Franklin Subdivision
Final Plat - File C-12-774**

Dear Mr. Dietl:

A copy of the Final Plat of Ryan Meadows located in the NE, SW, and NW $\frac{1}{4}$ of Section 30, Township 5 North, Range 21 East in the City of Franklin has been reviewed by Milwaukee County in accordance with Section 236.12 of the Wisconsin Statutes.

We object to the above final plat. This objection may be rescinded if certain conditions are met by the developer. The special conditions are as follows:

1. That Outlots 1, 2, 3, and 4 shown on the plat be dedicated to the City of Franklin or shall be owned by the Ryan Meadows Homeowners Association by means of a fractional ownership.

If the homeowners association elects to own Outlots 1, 2, 3, and 4, then the following note shall be placed on the final plat and made as a requirement of the City in the plat approval process.

Outlots 1, 2, 3, and 4 of the plat of Ryan Meadows is owned and shall be maintained by the Ryan Meadows Homeowners Association and each individual lot owner shall have an undividable fractional ownership of the outlots and that Milwaukee County and the City of Franklin shall not be liable for any fees or special assessments in the event Milwaukee County or the City of Franklin should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said outlots in an unobstructed condition so as to maintain its intended purpose. Construction of any building, grading, or filling in said outlots is prohibited unless approved by the City of Franklin. The Homeowners Association grants to the City the right (but not the responsibility) to enter upon these outlots in order to inspect, repair or restore said outlots to its intended purpose. Expenses incurred by the City for said inspection, repair or restoration of said outlots may be placed against the tax roll for said association and collected as a special charge by the City.

Any questions regarding item 1 can be directed to Ms. Rhonda Jacobson in Real Estate at 414-278-7860.

2. The following comments are from the Register of Deeds office.

- A deed is needed for parcel 892-9995 which is not currently owned by Mills Hotel Wyoming LLC. Please make sure ownership for the entire new subdivision is clear in

Joel Dietl
Ryan Meadows
Final Plat - File C-12-774

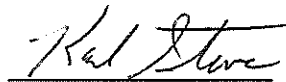
public records. If not, this will delay the process of creating any new tax parcel numbers and new tax roll assessment.

- Please verify all bearings. Please see the attached error noted in the legal description on sheet 8.

If you require additional information or clarification on the above comments, please contact Ms. Rosita Ross at Milwaukee County Register of Deeds office at 414-278-4047.

These conditions must be met and the revised plat resubmitted to Milwaukee County for review before the objection can be rescinded

Very truly yours,



Karl Stave, P.E.

cc: Sarah Toomsen, Parks
Rhonda Jacobson, Real Estate
Rosita Ross, Register of Deeds
John Konopacki, Surveyor

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REGISTER OF DEEDS

Milwaukee County

ISRAEL RAMÓN • Register of Deeds

August 19, 2019

City of Franklin
Principal Planner
9229 W. Loomis Road
Franklin, WI 53132

REVIEW FEE \$150.00 PAID

RE: Preliminary Plat review – Ryan Meadows FKA- **Bear Franklin Subdivision**

Prepared for: MILLS HOTEL WYOMING, LLC

Parcel No (s): 891-9007, 891-9008, 891-9009 & 891-9010, 892-9995 & Part of 892-9993-001

Comments: A deed is needed for parcel 892-9995 which is not currently owned by Mills Hotel Wyoming, LLC. **Please make sure ownership for the entire new subdivision is clear in public records. If not, this will delay the process of creating any new tax parcel numbers and new tax roll assessment.**

Comments: Please verify all bearing. Please see the attached error noted in the legal description on sheet 8.

Sincerely,

A handwritten signature in black ink, appearing to read "Rosita Ross".

Rosita Ross
Real Property Supervisor
414-278-4047

CC:
David S. Gulgowski, Architecture, Engineering & Environmental Services
DAS – Facilities Management Division
Milwaukee County
File

EXHIBIT A

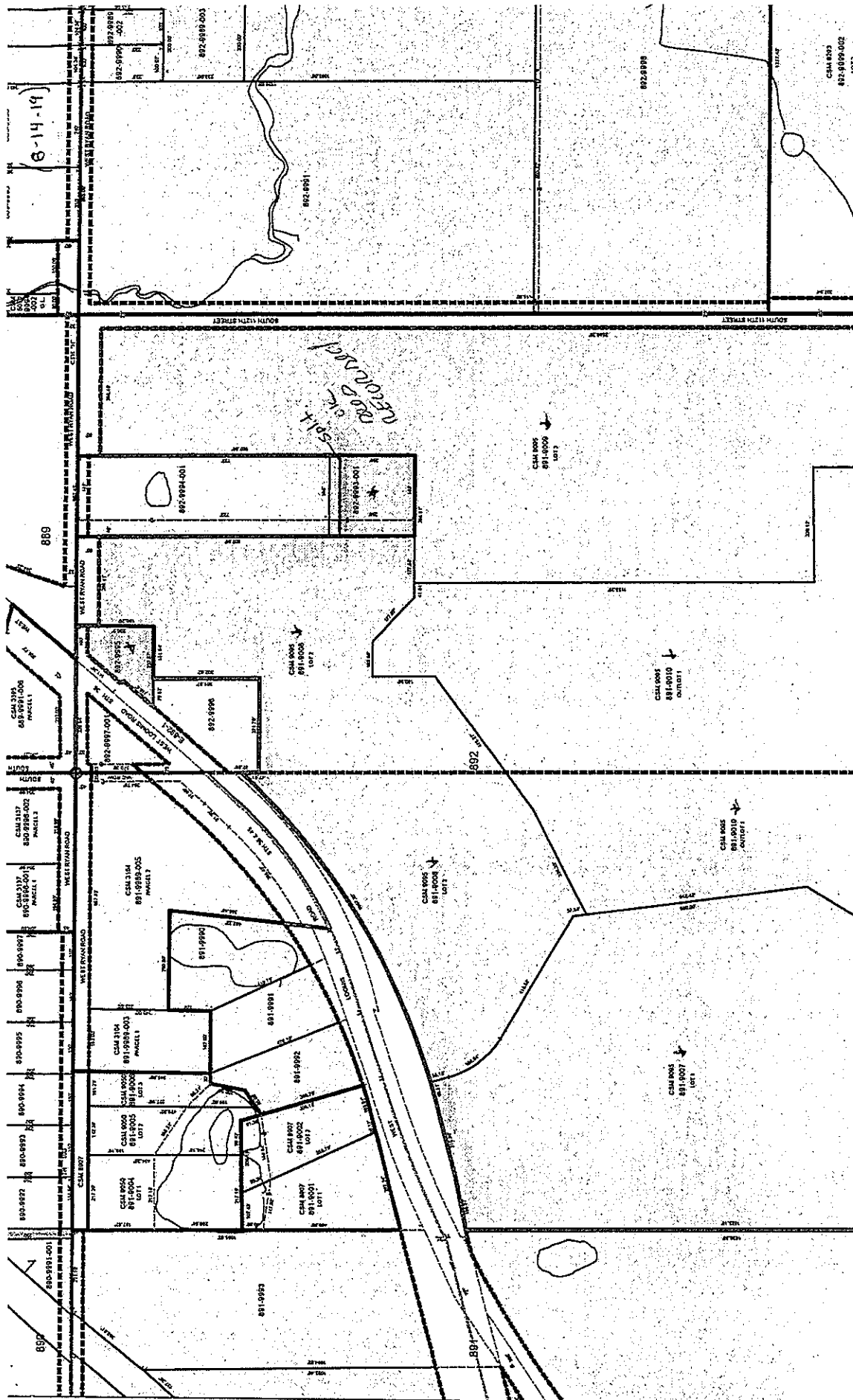
LEGAL DESCRIPTION

Part of the West 1/2 of the North East 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, described as follows, to-wit: Commencing at a point in the North line and 326.54 feet East of the North West corner of said North East 1/4 of Section 30; thence East along the North line of the 1/4 Section, 100 feet to a point; thence South and parallel to the West line of the 1/4 Section, 220.2 feet to a point; thence West and parallel to the North line of the 1/4 Section 296.57 feet to a point in the center of Loomis Road; thence in a Northeasterly direction along the center of said Road, 292.85 feet to the place of beginning, except that part thereof taken by Award of Damages recorded July 30, 1935, in Volume 1432 of Deeds, page 382 as Document No. 2046276 described as follows: That part of the North East 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin bounded and described as follows: Commencing at the North West corner of said 1/4 Section; running thence South 88° 18' 30" East along the North line of said 1/4 Section, 327 feet to a point on the new center line of Loomis Road, said point being the point of beginning of the land herein to be conveyed; running thence South 42° 26' 30" West along the said new center line, as relocated by the Wisconsin Highway Commission in the year 1935, 141.30 feet to a point; thence South 47° 33' 30" East 45 feet to a point on the new Southeasterly right-of-way line of Loomis Road; thence South 42° 26' 30" West along said new right-of-way line, said new line being 45 feet Southeasterly from (at right angles) and parallel to the new center line of Loomis Road 110.60 feet to a point; thence North 88° 18' 30" West 63.6 feet to a point; thence North 42° 56' East 292.85 feet to a point on the North line of said 1/4 Section; thence South 88° 18' 30" East along said North line 0.46 feet to the point of beginning excepting therefrom the lands now used for highway purposes.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Property.
2. Easements, claims of easements or encumbrances that are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Property, and that are not shown in the Public Records.
4. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges of fees due and payable on the development or improvement of the Property.
5. Easement granted to The Milwaukee Electric Railway and Light Company recorded June 16, 1937 as Document No. 2135289.
6. Access restrictions as contained in Finding, Determination and Declaration recorded December 22, 1954 in Volume 3379 of Deeds, Pages 61 to 64 as Document No. 3555409.
7. Authorization for Access To or Across a Controlled-Access Highway recorded August 26, 1991 in Reel 2611 of Deeds, Page 1229 as Document No. 6515735.
8. Holding Tank Agreement recorded August 28, 1995 in Reel 3616 of Deeds, Page 148 as Document No. 7119194.
9. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever for road and street purposes.



SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095, as recorded in the office for Milwaukee County as Document No. 10830741, and additional lands in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 30;
Thence South 89°44'26" East along the north line of said Northeast 1/4, 426.54 feet;
Thence South 00°15'34" West, 33.00 feet to the Point of Beginning;

Thence continuing South 00°15'34" West, 32.00 feet to the south right of way line of West Ryan Road - County Trunk Highway "H";
Thence South 89°44'26" East along said south right of way line, 258.41 feet to the east line of Lot 2 of Certified Survey Map No. 9095;
Thence South 00°34'43" East along said east line, 688.00 feet;
Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095;
Thence North 00°34'43" West along said west line, 688.00 feet to the aforesaid south right of way line of West Ryan Road - County Trunk Highway "H";
Thence South 89°44'26" East along said south right of way line, 366.40 feet to the west right of way line of South 112th Street;
Thence South 00°36'33" East along said west right of way line, 2586.29 feet to the south line of the Northeast 1/4 of said Section 30;
Thence North 89°42'41" West along said south line, 1282.79 feet to the east line of the Southwest 1/4 of said Section 30;
Thence South 00°34'05" East along said east line, 667.46 feet to a south line of Outlot 1 of Certified Survey Map No. 9095;
Thence North 89°47'21" West along said south line, 662.96 feet to a west line of said Outlot 1;
Thence North 00°34'08" West along said west line, 668.97 feet to the north line of the Southwest 1/4 of said Section 30;
Thence North 89°39'32" West along said north line, 662.99 feet to the west line of Lot 1 of Certified Survey Map No. 9095;
Thence North 00°34'12" West along said west line, 1523.10 feet to the north line of Certified Survey Map No. 9095;
Thence the following courses along said north line:
North 79°00'41" East, 156.97 feet;
North 75°45'51" East, 215.80 feet to a point on a curve;
Northeasterly 1124.49 feet along the arc of said curve to left and said north line, whose radius is 1979.86 feet and whose chord bears North 59°29'35" East, 1109.44 feet to the east line of the Northwest 1/4 of said Section 30;
South 00°34'43" East along said east line, 47.96 feet;
South 89°23'13" East, 271.70 feet;
North 00°34'43" West, 302.82 feet;
Thence North 89°44'26" West, 79.44 feet to the east right of way line of West Loomis Road - State Trunk Highway "36" - L;
Thence the following courses along said east right of way line:
North 41°23'51" East, 110.60 feet;
North 48°36'09" West, 12.00 feet;
North 41°23'51" East, 127.48 feet to the south right of way line of West Ryan Road - County Trunk Highway "H";
Thence South 89°44'26" East along said south right of way line, 83.49 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

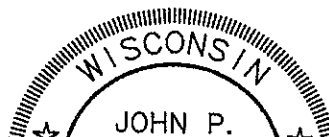
Containing 5,810,963 square feet (133.4014 acres) of land Gross more or less.

That I have made such survey, land division and map by the direction of MILLS HOTEL WYOMING LLC, LOOMIS COTTAGE STRAUSS INVESTMENTS LLC owners of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Local Ordinance - 15 of the City of Franklin in surveying, mapping and dividing the land within

Date: JULY 18, 2019



John P. Konopacki
Professional Land Surveyor S-2461