



Committee on Planning & Development
AGENDA

May 27, 2025

6:00 P.M.

Courthouse – Room 1277
721 Oxford Ave, Eau Claire, WI

Join by Phone:

Dial in Number: 1-415-655-0001

Access Code: **25314956997##**

Join by Meeting Number:

Meeting Number: **2531 495 6997**

Meeting Password: **xpBgvyf73B8**

Join from Meeting Link:

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m4cfcc28a796fe9410e2c5d0b940fa317>

1. Call to Order and confirmation of meeting notice
2. Roll Call
3. Public Comment
4. Review/Approval of May 13, 2025 Meeting Minutes / Discussion – Action **Pages 2-4**
5. Public Hearings for Discussion / Action
 - a. **Proposed Ordinance: File No. 25-26/013** to rezone 5.22 acres +/- from the A-P Agricultural Preservation District to the A-2 Agriculture-Residential District. Owners: John & Ann Wagner. Legal: Part of the NE ¼ of the SE ¼, Section 18, T26N, R10W, Town of Brunswick, Eau Claire County, Wisconsin. Site Address: W7135 Town Hall Rd, Eau Claire, WI, 54701. **RZN-0006-25 Pages 5-23**
 - b. **Proposed Ordinance: File No. 25-26/014** to rezone 3.15 acres +/- from the C-3 Commercial Highway District to the PUD Planned Unit Development District. Owners: Legacy in Motion, LLC. Applicant: Joel Janssen. Legal: Lot 2 CSM 3893, Vol 24, P8, #1251414, in the NW ¼ of the NW ¼, Section 14, T26N, R9W, Town of Washington, Eau Claire County, Wisconsin. Site Address: Located East of Highway 93 and South of Deerfield Road. **RZN-0007-25 Pages 24-75**
6. Revised Preliminary Plat/Final Plat for Firenze Estates / Discussion – Action **Pages 76-96**
7. Review of April bills / Discussion **Page 97**
8. Proposed Future Agenda Items
 - a. Next scheduled meeting June 10, 2025
9. Director's Update
10. Announcements
11. Adjourn

Prepared by: Heidi Pederson

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters, remote access, or other auxiliary aids. Contact the clerk of the committee or Administration for assistance (715-839-5106). For additional information on ADA requests, contact the County ADA Coordinator at 839-7335, (FAX) 839-1669 or 839-4735, TTY: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.



MINUTES

Eau Claire County

• PLANNING & DEVELOPMENT COMMITTEE •

Date: Tuesday, May 13, 2025

Time: 6:00 p.m.

Location: Eau Claire County Courthouse, 721 Oxford Ave, Room 1277, Eau Claire, Wisconsin 54703

Members Present: Dane Zook, Robin Leary, James Dunning, Michele Skinner, Caleb Aichele (remote: joined at 6:13 PM)

Members Absent:

Ex officio Present:

Staff Present: Rod Eslinger, Ben Bublitz, Matt Michels, Tyler Esh

Call to Order and confirmation of meeting notice

Chair Zook called the meeting to order at 6:00 pm and confirmed the meeting notice with Director Eslinger.

Roll Call:

Director Eslinger called the roll. The members that were present are noted above.

Public Comment:

None

Review/Approval of April 8, 2025, Meeting Minutes

Motion by Robin Leary to approve the April 8, 2025, committee meeting. Motion carried on a voice vote: 4-0-0.

Public Hearings

A conditional use permit request for cumulative area of all accessory structures to exceed over 2,100 square feet on a lot greater than 5 acres. Owner: Robert & Erika Tanner. Legal: Lot 1 CSM 1642 (Vol 9 P 26 #770873), Section 15, T26N, R9W, Town of Washington, Eau Claire County, Wisconsin. **CUP-0006-25**

Ben Bublitz, Land Use Manager for Eau Claire County, presented the request for the cumulative square footage of all accessory structures to exceed 2,100 square feet in the R-H District on 9.46 acres. Mr. Bublitz reviewed the details of the staff report with the committee. The following maps were part of his presentation: location, zoning, site and aerial along with the building drawings. He clarified the need to have the property surveyed due to a past parcel add on.

On April 17, 2025, the Town of Washington Town Board met and recommended approval of the conditional use permit of the request.

Staff concluded their presentation and recommended approval as subject to the conditions in the staff report

Robert Tanner, the applicant/owner, 3327 Garfield Road, spoke in favor of the request. He clarified that additional land to the east was previously purchased as an add on (buffer) to the surveyed lot (CSM lot). Robert said that they needed a taller shed to accommodate their motor home.

No one else spoke in favor of or against the request.

Motion by Robin Leary to approve the conditional use permit request for cumulative area of all accessory structures to exceed over 2,100 square feet on a lot greater than 5 acres subject to staff's recommended conditions and that the CSM lot and the metes and bound description be surveyed into one lot. Motion carried on a roll call vote: 4-0-0.

Supervisor Aichele joined the meeting at 6:13 pm.

Proposed Ordinance: File No. 25-26/002 to rezone 17.1 acres +/- from the AP-Agricultural Preservation District to the A2-Agriculture-Residential District. **RZN-0005-25**

Matt Michels, Senior Planner for Eau Claire County, presented the staff report to the committee. He indicated the Town of Drammen recommended approval of the petition at their town board meeting on April 15, 2025. Mr. Michels recommended approval of the petition subject to the findings/conditions outlined in his report.

The owners did not wish to speak as they felt staff covered the request well.

August Rubrecht, W4380 Hemlock Drive, stated he was concerned that the request was to create a subdivision in the neighborhood which he would have been opposed to. He concluded his statement as being okay with the neighbor's petition.

No one else spoke in favor or in opposition.

Motion by James Dunning to approve the Proposed Ordinance: File No. 25-26/002 subject to staff's findings. Motion carried on a roll call vote: 5-0-0.

Findings:

1. The request is generally consistent with the goals, objectives, and policies of the Eau Claire County Comprehensive Plan, as required by Section 19.01.020.B of the Eau Claire County Code; and Wisconsin Statutes §66.1001(1)(am) and §66.1001(3)(j), including the intent, description, and policies of the Rural Lands Future Land Use classification in Section 3.3 of the Eau Claire County Comprehensive Plan and Map 9 (Future Land Use) of the Eau Claire County Comprehensive Plan.
2. There are numerous A-2 zoned lots in proximity to the subject property.
3. The proposed rezoning will not impact farmland.

Proposed Resolution File No. 25-26/015 to Create a Farmland Preservation Plan Update Steering Committee

Director Eslinger provided an update to file resolution # 25-26/015. Mr. Eslinger stated that Corporation Counsel McIlquham recommended that the names be removed from the resolution as the resolution didn't follow county appointment procedures. Chair Zook added that the county board has changed how they look at appointments to committees.

Mike Klotz, S14434 N. Bunting Road, encouraged the committee to pass resolution to create the Farmland Preservation Plan Update Steering Committee.

Dessy Johnson, E 10840 County Road J, expressed her disappointment in the process to form the Farmland Preservation Steering Committee. Ms. Johnson indicated her desire to serve on the committee.

Chair Zook closed with a statement that he respects all those that gave input. He emphasized that the planning and development committee support those individuals who were named in the original resolution to serve on the farmland preservation plan update steering committee after its officially created by the county board action.

Motion by Robin Leary to approve the amended Proposed Resolution: File No. 25-26/015 to delete the recommended names to serve on the committee. Motion carried on a voice vote: 5-0-0.

Emergency Management Update by Emergency Manager Tyler Esh

Tyler Esh, Emergency Manager, presented his 2024 annual report to the committee. His 2024 presentation included EM highlights, attendance at town association meetings, program updates, exercises and trainings opportunities. He concluded with lessons learned from the past year. He is looking forward to collaborating with Chippewa County more on shared EM responses and investigating how each agency could support each other during times of need.

Proposed Resolution File No. 25-26/010 Calling for Support of Local and State Emergency Management Programs

Tyler Esh, Emergency Manager, provided the background for file resolution #25-26/010. He noted that there is an emphasis at the federal level for state and local to take the lead on disaster response and relief efforts. Tyler noted that

the current funding levels are not adequate to support this type of financial support. He said this resolution is to encourage the WCA and legislators to be proactive with budgeting at a state level to be ready for any type of disaster it needs to support in our community. He also noted that the state needs to be ready to support preparedness grants at a state level should the federal government eliminate its funding to states, which would impact approximately 50% of emergency management staff in the state.

Motion by Robin Leary to approve Proposed Resolution: File No. 25-26/010. Motion carried on a voice vote: 5-0-0.

Review of the March Bills

The committee reviewed the March bills.

Proposed Future Agenda Items

Next scheduled meeting May 27, 2025

Director's Update

Director Eslinger updated the committee on the recruitment of the GIS Specialist. He noted that 27,000 trees and shrubs were sold this year along with 1,900 native plants, which resulted in approximately \$25,000 in total sales. Director Eslinger recognized Holly and Heidi for all their time and hard work coordinating the sales along with Chad Berge, and Zach Mohr for sorting and working the event. He also indicated the home compost bins were part of the tree and plant pick up.

Final CIP requests were submitted to Finance. 2026 budget guidelines are not out yet. Performance reviews are due on June 23rd.

Announcements

Chair Zook indicated the committee is satisfied with the department's support and that staff are always well prepared when presenting and in their reports are accurate and on time. He also noted that Director Eslinger provided him with information regarding the advantages of county zoning and a handout from Center on Land Use (CLUE) on planning implementation tools – zoning ordinances that he plans to meet with all towns to discuss the importance of zoning with their chairs.

Adjourn

Meeting adjourned by unanimous consent at 7:38 PM.

Respectfully Submitted,

Rodney Eslinger
Clerk, Committee on Planning & Development

4 -AMENDING THE 2023 OFFICIAL ZONING DISTRICT BOUNDARY MAP FOR THE TOWN OF
5 BRUNSWICK -

6 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

7
8 **SECTION 1.** That the 2023 Official Zoning District Boundary Map for the Town of Brunswick,
9 described as follows:

10
11 A parcel of land being part of the Northeast Quarter of the Southeast Quarter, Section 18, Township
12 26 North, Range 10 West, Town of Brunswick, Eau Claire County, Wisconsin.

13
14 Commencing at the East Quarter corner of said Section 18;
15 Thence S88°48'57"W, on the East-West Quarter line, 849.52 feet to the point of beginning;
16 Thence S00°11'34"W, 201.00 feet;
17 Thence S88°48'57"W, 25.00 feet;
18 Thence S00°11'34"W, 327.00 feet;
19 Thence S88°48'57"W, 450.00 feet;
20 Thence N00°11'34"E, 528.00 feet;
21 Thence N88°48'57"E, 475.00 feet to the point of beginning.

22
23 Said described parcel of land containing 5.22 acres +/- (5.57 +/- with Right of Way), of land and is
24 subject to the easements and restrictions of record to be reclassified from the A-P
25 Agricultural Preservation District to the A-2 Agriculture-Residential District.

26
27 **SECTION 2.** Where a certified survey map is required and may alter the above described property description, the
28 official zoning district map for the town shall be automatically amended to reflect the property description of the
29 certified survey map.

30
31 ENACTED:

32
33 **Committee on Planning & Development**

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Supervisor Dane Zook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Robin Leary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Jim Dunning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Caleb Aichele	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Michele Skinner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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35
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37
38 ATTEST:

39
40
41 _____
42 Rod Eslinger – Committee Clerk

43
44 Dated this 27 day of May, 2025

REZONE NUMBER: RZN-0021-24 **COMPUTER NUMBER:** 0041106907000

PUBLIC HEARING DATE: May 27, 2025

STAFF CONTACT: Matt Michels, Senior Planner

OWNER/AGENT: John C & Ann L Wagner, W 7135 Town Hall Rd, Eau Claire, WI 54701

REQUEST: Rezone 5.22 acres +/- from A-P Agricultural Preservation to A-2 Agriculture-Residential to divide the existing home and surrounding property from the remainder of the parcel.

LOCATION: W 7135 Town Hall Rd.

LEGAL DESCRIPTION: Portion of the NE ¼ of the SE ¼, Section 18, T26N, R10W, Town of Brunswick, Eau Claire County, WI

RECOMMENDATION Approval of request based on findings outlined on Page 6 of this report

BACKGROUND

SITE CHARACTERISTICS:

- The southern portion of the property to be divided is developed with a single-family residence, shed, and associated improvements, including a well and septic system.
- Most of the property to be divided is wooded with an area of tilled farmland of approximately 1.5 acres on the northern portion of the property.
- The property contains no Environmentally Sensitive Areas (ESAs), including steep slopes, mapped wetlands, or floodplains
- The Wagner’s own approximately 145 acres in total, including the 40-acre parent parcel as well as the 40 acres to the west, 24.99 acres to the east, and 40 acres to the southeast.



EXISTING ZONING DISTRICT:

A-P Agricultural Preservation District. The A-P Agricultural Preservation District is established to:

- A. *Preserve and protect those areas best suited for agricultural, forestry or open space uses by minimizing fragmentation of contiguous agricultural or forest lands for the benefit and use of current and future generations;*
- B. *Provide for a wide range of agricultural uses typically associated with the continued production of food and fiber while recognizing that such uses may involve noise, dust, odor, or operation of heavy equipment for long periods of time;*
- C. *Strengthen and diversify a predominately agricultural and forestry-based economy by providing for a range of economic opportunities for property owners which are generally compatible with and supportive of agriculture or forestry operations as either permitted or conditional uses;*
- D. *Comply with standards contained in Wis. Stat. ch. 91 to permit eligible landowners to receive tax credits under Wis. Stat. § 71.09, in conjunction with their agricultural operations;*
- E. *Preserve rural character and promote the efficient use of public infrastructure and utilities by minimizing the adverse effects of urban sprawl along with its associated expense;*
- F. *Promote environmental quality through the use of conservation practices designed to minimize erosion of productive soils and deter the delivery of sediment and nutrients to the waters of our state;*
- G. *Minimize land use conflicts which occur when agricultural and non-agricultural uses are intermixed or not adequately separated; and*
- H. *Provide for carefully regulated extraction of nonmetallic mineral resources through Eau Claire County’s permitting processes to ensure compatibility with adjacent land uses, minimize impacts to natural resources, and to restore lands to productive agricultural use consistent with locally approved reclamation plans.*

REQUESTED ZONING DISTRICT:

A-2 Agriculture-Residential District. *This district is established to “provide an area for limited residential and hobby farm development in a rural atmosphere.”*

ZONING/LAND USE CONTEXT:

LOCATION	ZONING	LAND USE
Subject	A-P	Farmstead
North	A-P, A-2 to NW	Farmstead
East	A-P	Agricultural
South	A-P	Agricultural
West	A-P	Agricultural



COMPREHENSIVE PLANS:

The Eau Claire County Comprehensive Plan includes the property in the Rural Lands (RL) planning area and the Town of Brunswick Comprehensive Plan includes the property in the Rural Preservation (RP) planning area. Following are descriptions of the intent of the applicable County and Town comprehensive plan future land use categories and applicable policies.

Eau Claire County:

- **Rural Lands Intent and Description:** *The primary intent of these areas is to preserve productive agricultural lands, protect existing farm & forestry operations from encroachment by incompatible uses, promote further investments in farming, maintain farmer eligibility for incentive programs, and preserve wildlife habitat and open spaces. In other words, to preserve the rural character of these areas.*



- **Applicable Policies:**
 1. *Farming and other agriculture uses, agricultural-related businesses, cottage industries, forestry, mineral extraction, open space, and utilities shall be established as the primary land uses within these areas. Other uses may be permitted if found to be compatible with these uses and existing uses adjacent to the property.*
 2. *The preferred housing density is one (1) unit per 20 or more acres; however, local comprehensive plans may be more or less restrictive than this guideline and generally range from one (1) unit per five (5) acres to one (1) unit per 35 acres.*
 3. *The following Eau Claire County Zoning Districts will be considered for approval within RL areas: A-1 Exclusive Agricultural District, A-2 Agricultural-Residential District, A-3 Agricultural District, A-R Floating Agricultural-Residential District, F-2 Forestry District, F-1 Forestry District, and the proposed AC-R District noted below. The following additional policies shall apply to rezoning petitions:*
 - a. *Rezoning land to the A-R Floating Agricultural-Residential District or the proposed AC-R Agricultural Compatible Residential District is preferred over additional non-farm A-2 or A-3 parcels, unless rezoning land to either of these districts will not interfere with, will not disrupt, or will not be incompatible with farming or agricultural use, and will not take land suitable for cultivation or other agricultural use out of production.*

Town of Brunswick:

- **Rural Preservation Comprehensive Plan Intent and Description:** *The primary intent of these areas is to preserve productive agricultural lands in the long-term, protect existing farm & forestry operations from encroachment by incompatible uses, promote further investments in farming, maintain farmer eligibility for incentive programs, and to preserve wildlife habitat and open spaces. In other words, to preserve the rural character of these areas. However, the term rural preservation is not intended to imply that changes in land use will not occur in these areas. As mapped, this designation includes farmland, scattered open lands, woodlots, agricultural-related uses, cottage industries, mineral extraction operations, farmsteads, and limited low density single-family residential development. Future development in the RP area is expected to be consistent with the existing pattern of development, and the policies specified below for RP areas*

and other policies included in this Plan. Any new development shall be located in order to minimize the fragmentation of productive agricultural or forest land and to minimize any disruption to existing uses.

- Applicable Policies:
 - a. *Non-farm residential lots shall be a minimum of two (2) acres per unit, with the number of lots allowed being based upon a gross density of one (1) residential dwelling unit per five (5) acres held in single ownership. The balance of the land not included in the residential lots shall be placed in a permanent conservation easement for agriculture, forestry, and open space use.*
 - b. *Any new non-farm residential lot shall have a “Right to Farm” disclosure attached to it acknowledging that the potential non-farm owner has been informed that his lot has been established in an area where farming is the preferred land use, and stating that the owner understands that he must abide by the State of Wisconsin “Right to Farm” statute (WI Stat. 823.08). This language shall be recorded on the deed to the property, transferable to subsequent owners.*
 - c. *Non-farm residential development shall only occur on land that is marginal for agricultural productivity. At least 80% of any proposed new lot shall not contain Class I, II, or III soils. In addition, it is the preference of the Town of Brunswick that new non-farm residential lots that are approved in accord with these policies be located adjacent to or near existing non-farm development.*

Eau Claire County Farmland Preservation Plan

The property is included in the Farmland Preservation Plan Map, which allows the property owner to claim Farmland Preservation tax credits. The proposed A-2 Zoning District is not a certified farmland preservation district and would not qualify for Farmland Preservation tax credits.

ANALYSIS

When rezoning land, a finding should be made that the purpose of the proposed zoning district and the uses that are allowed in that district are appropriate for the location; and that the rezoning will uphold the purpose of the zoning ordinance. A finding should also be made that the rezone is consistent with the County’s Comprehensive Plan.

A-P Rezoning Standards

In addition, there are four standards for approving a rezoning of land from the A-P Agricultural Preservation zoning district to any other district. The following provides an analysis of this rezoning petition based on those standards:

Standard 1 - *The land is better suited for a use not allowed in the A-P Agricultural Preservation zoning district based on a review of soil types, historical productivity, location, and adjacent land uses.*

- **Soil Types** – One of the soils (Elkmount loam, 2-6% slopes) is considered a Class 3 prime agricultural soil, and corresponds to the farmed area on the northern side of the property. It is unknown if the farmland will remain in production. The other soils - Boone sand, 6-15% slopes and Boplain sand, 0-6% slopes - are not prime soil types.
- **Historical Productivity** – As discussed, the northern 1.5 acres +/- of the property to be divided has been tilled for agricultural use.
- **Site Location** – The property is located on Town Hall Road on the far western edge of Eau Claire County near the Dunn County line.
- **Adjacent Land Uses** – Uses in the area include a mixture of farmlands, woodlands, farm and non-farm single-family residences, and vacant open areas.



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
233C	Boone sand, 6 to 15 percent slopes	2.2	39.7%
244B	Elkmount loam, 2 to 6 percent slopes	3.1	56.6%
510B	Boplain sand, 0 to 6 percent slopes	0.2	3.6%
Totals for Area of Interest		5.4	100.0%

Standard 2 - *The rezoning is consistent with any applicable comprehensive plans.*

The proposed rezoning substantially conforms to the future land use intent, purpose, and policies for the Eau Claire County Comprehensive Plan, including policies related to limiting residential density in rural areas of the County and limiting conversion of productive farmland. No new development is proposed with this rezoning.

Standard 3 - *The rezoning is substantially consistent with the certified Eau Claire County Farmland Preservation Plan.* The proposed rezoning would potentially remove up to 1.5 acres of productive farmland from cultivation.

Standard 4 - *The rezoning will not substantially impair or limit current or future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use.*

The proposed rezoning will not likely impair or limit current or future agricultural use.

Town Board Action: The Brunswick Town Board considered the rezoning petition on Tuesday, May 13, 2025, and recommended approval (3-0 vote).

The rezoning petition has been evaluated for consistency with the purpose of the A-2 District and the uses allowed in the districts. The request is generally consistent with the purpose of the zoning code based on the following findings:

- The proposed rezoning is substantially consistent with the intent and purpose of the Eau Claire County Future Land Use plan.
- Existing uses in the area include woodlands, agricultural uses, and farm and non-farm single-family residences.

CONCLUSION

The rezone petition has been evaluated for consistency with the following:

- Eau Claire County Comprehensive Plan future land use designation
- Eau Claire County Comprehensive Plan goals, objectives, and policies
- Eau Claire County Farmland Preservation Plan
- Eau Claire County Zoning Ordinance, including purpose of the zoning code and allowable uses in the A-2 District

In addition, the following factors have also been considered:

- Input of surrounding property owners. No correspondence in support or opposition to the proposed rezoning has been received, to date.

FINDINGS

Findings in Favor:

1. The proposed rezoning is substantially consistent with the intent and purpose of the Eau Claire County Future Land Use plan.
2. There are numerous A-2 zoned parcels in proximity to the subject property.
3. The rezoning will have no impact on agricultural land.

Finding Against:

1. It is not known if the northern 1.5 acres +/- of farmland on the property to be divided will remain in agricultural production.



Eau Claire County
DEPARTMENT OF PLANNING
AND DEVELOPMENT
Eau Claire County Courthouse - Suite 3344
721 Oxford Avenue
Eau Claire, Wisconsin 54703-5212
(715) 839-4741

Building Inspection
839-2944
Emergency Management
839-4736
Geographical Information Systems
839-4730
Land Conservation
839-6226
Land Records
839-4742
Land Use Management
839-4743
Planning
839-5055
Recycling
839-2756

April 25, 2025

Notice of Application Received

The Eau Claire County Department of Planning and Development has received the following application for a rezoning scheduled for the Committee on Planning and Development on 5/27/2025:

Owner: John & Ann Wagner

Applicant: Owner

File Number: 25-26/013

Legal Description: Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 18, Township 26 North, Range 10 West, Town of Brunswick, Eau Claire County, Wisconsin

Site Address: W7135 Town Hall Rd, Eau Claire, WI 54701

Existing Zoning District: A-P Agricultural Preservation

Proposed Zoning District: A-2 Agriculture-Residential

Acres to be Rezoned: 5.22 acres +/-

Date Received: 4/7/2025

To view the application materials, click on link below.

[Planning and Development | Eau Claire County \(eauclairecounty.gov\)](http://eauclairecounty.gov)



Department of Planning and Development
 Eau Claire County Courthouse
 721 Oxford Avenue, Room 3344
 Eau Claire, Wisconsin 54703
 715-839-4741

Application Accepted:	04/07/2025
Accepted By:	Matt Michels
Receipt Number:	080557
Town Hearing Date:	05/13/2025
Scheduled Hearing Date:	05/27/2025
Application No:	RZN-0006-25
Application Status:	Applied

Rezoning Petition

Owner/Applicant Name(s):

Owner: JOHN C & ANN L WAGNER
Applicant: John Wagner, W 7135 Town Hall Rd, Eau Claire, WI 54701
Telephone: 715-875-4235 **EMail:** dswagnerpj@wwt.net

Site Address(es):

W 7135 TOWN HALL RD

Property Description:

Sec 18 Twn 26 Rge 10
 Town of Brunswick

Zoning District(s):

AP - Agricultural Preservation Distr

Lot Area(s) - Acres:

40.00

Overlay District(s):

PIN

1800422610184100001

Legal (partial)

NE-SE

Pursuant to the procedure described in Wisconsin Statutes Section 59.69(5), I hereby petition the Eau Claire County Board of Supervisors to amend the following Zoning District from:

RECEIVED
APR 07 2025
COUNTY CLERK

At the public hearing, the applicant may appear in person or through an agent or an attorney of his/her choice. The applicant/agent/attorney may present testimony, evidence, and arguments in support of the application. All site plans, pictures, etc. become the property of the Department, and will remain in the file.



Department of Planning and Development

Eau Claire County Courthouse
721 Oxford Avenue, Room 3344
Eau Claire, Wisconsin 54703
(715) 839-4741

Office Use Only

Table with 2 columns: Field Name, Value. Fields include Application Accepted (4/7/25), Accepted By (MM), Application Number (RZN 0006-25), Town Hearing Date (5/13/25), Scheduled Hearing Date (5/27/25).

REZONING APPLICATION

Pursuant to the procedure described in Wisconsin Statutes Section 59.69(5), I hereby petition the Eau Claire County Board of Supervisors to amend the Zoning District from:

Existing Zoning District: A-P Proposed Zoning District(s): A-2
Acres to be rezoned:

Property Owner Name: John Wagner Phone# 715-875-4235
Mailing Address: W7135 Town Hall Rd. Eau Claire, WI 54701
Email Address: DSWagnerPJ@WWT.net

Agent Name: Phone#
Mailing Address:
Email Address:

SITE INFORMATION

Site Address:
Property Description: NE 1/4 SE 1/4 Sec. 18 T 26 N, R 10 W, Town of Brunswick
Zoning District: Code Section(s):
Overlay District: Check Applicable [] Shoreland [] Floodplain [] Airport [] Wellhead Protection [] Non-Metallic Mining
Computer #(s) or PIN #(s): 004106907000

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all necessary information has been provided. All information from the checklist must be included.

Checklist items: Complete attached information sheet, Confirmed with the Town their submittal deadline and process, Provide legal description of property to be rezoned, Provide \$660.00 application fee (non-refundable), (\$575.00 application processing fee and \$85.00 mapping surcharge fee). Send application to landuse@eauclairecounty.gov or to the address above.

I certify by my signature that all information presented herein is true and correct to the best of my knowledge. I give permission for the staff of the Eau Claire County Department of Planning and Development to enter my property for the purpose of collecting information to be used as part of the public hearing process. I further agree to withdraw this application if substantive false or incorrect information has been included.

Owner/Agent Signature: MM for John Wagner Date 4/7/25

At the public hearing, the applicant may appear in person or through an agent or an attorney of his/her choice. The applicant/agent/attorney may present testimony, evidence, and arguments in support of the application. All site plans, pictures, etc. become the property of the Department, and will remain in the file.

REZONING APPLICATION CHECKLIST

Applications are due by Tuesday at 12:00 PM three weeks prior to the Committee on Planning and Development meeting. The application must include the items listed below. After a preliminary review, additional information may be needed. A hearing will not be scheduled until the application is deemed complete. Applications are considered complete when all materials and associated fees are received and approved by staff.

Required Application Items:

- Application must be signed by the property owner(s)
- A legal description of land and address of land to be rezoned
- Complete the attached supplemental rezoning information sheet
 - Describe the reason for the request
 - Describe how the proposed zoning district and the uses allowed in that district are appropriate for the selected location, and how the proposed change in zoning will uphold the purpose of the zoning ordinance
 - Explain and justify why this particular property is under consideration for rezoning
 - For rezoning requests from A-P to any zoning district other than the AR district must consider the factors in Section 18.32.055 A. – D.
 - For rezoning requests from the A-P to the AR zoning district must consider the factors in Section 18.06.050 A. – D.
 - For rezoning requests out of the Shoreland-wetland district must consider Section 18.19.100 B

SUPPLEMENTAL INFORMATION FOR A REZONING PETITION

In order to process your application as quickly as possible, please fill in all of the sections below that are applicable to your request, and attach all appropriate maps or plans described below that are relevant to your request.

Describe the reason(s) for your rezoning request:

To divide 5.22 acres (5.87 ac. w/ ROW), including the existing home, from the remainder of the property.

When evaluating a rezoning petition, staff from the Eau Claire County Department of Planning and Development consider whether the purpose of the proposed zoning district and the uses allowed in the district are appropriate for the selected location. Staff also considers whether the change in zoning will uphold the purpose of the zoning ordinance, which is to separate incompatible land uses from one another, to maintain public health and safety, to protect and conserve natural resources, to prevent overcrowding, to preserve property values, and to maintain the general welfare of the citizens. Please describe how the proposed zoning district and the uses allowed in that district are appropriate for the selected location, and how the proposed change in zoning will uphold the purpose of the zoning ordinance.

The proposed A-2 zoning district is the most appropriate for the proposed 5.22 ac. land division & is compatible with other ag districts, including A-P. The proposed rezoning will uphold the purpose of the zoning ordinance.

Rezoning petitions to change the zoning of a parcel from the A-P Agricultural Preservation District to any other District must be based upon findings that consider the following factors:

- 1) The land is better suited for a use not allowed in the A-P Agricultural Preservation zoning district based on a review of soil types, historical productivity, location, and adjacent land uses;
- 2) The rezoning is consistent with any applicable comprehensive plans;
- 3) The rezoning is substantially consistent with the certified Eau Claire County Farmland Preservation Plan; and
- 4) The rezoning will not substantially impair or limit current or future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use.

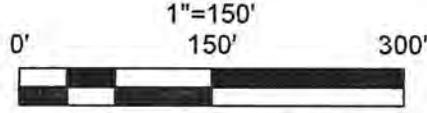
If you are petitioning to rezone land from an A-P District to another district, please describe how the proposed change in zoning will be consistent with the four findings listed here.

1. Only a small (1 ac +/-) area of ag land may be impacted with this rezoning. The ag land is physically disconnected from the rest of the ag land and may still be used for ag. The remainder of the 5 +/- ac. contains no ag land.
2. The A2 rezoning is appropriate in the Rural Lands Future Land Use area.
3. The rezoning is substantially consistent w/ the FPP.
4. The rezoning will not impair or limit farming on surrounding properties.

CERTIFIED SURVEY MAP NO. _____

Part of the Northeast Quarter of the Southeast Quarter,
 Section 18, Township 26 North, Range 10 West,
 Town of Brunswick, Eau Claire County, Wisconsin.

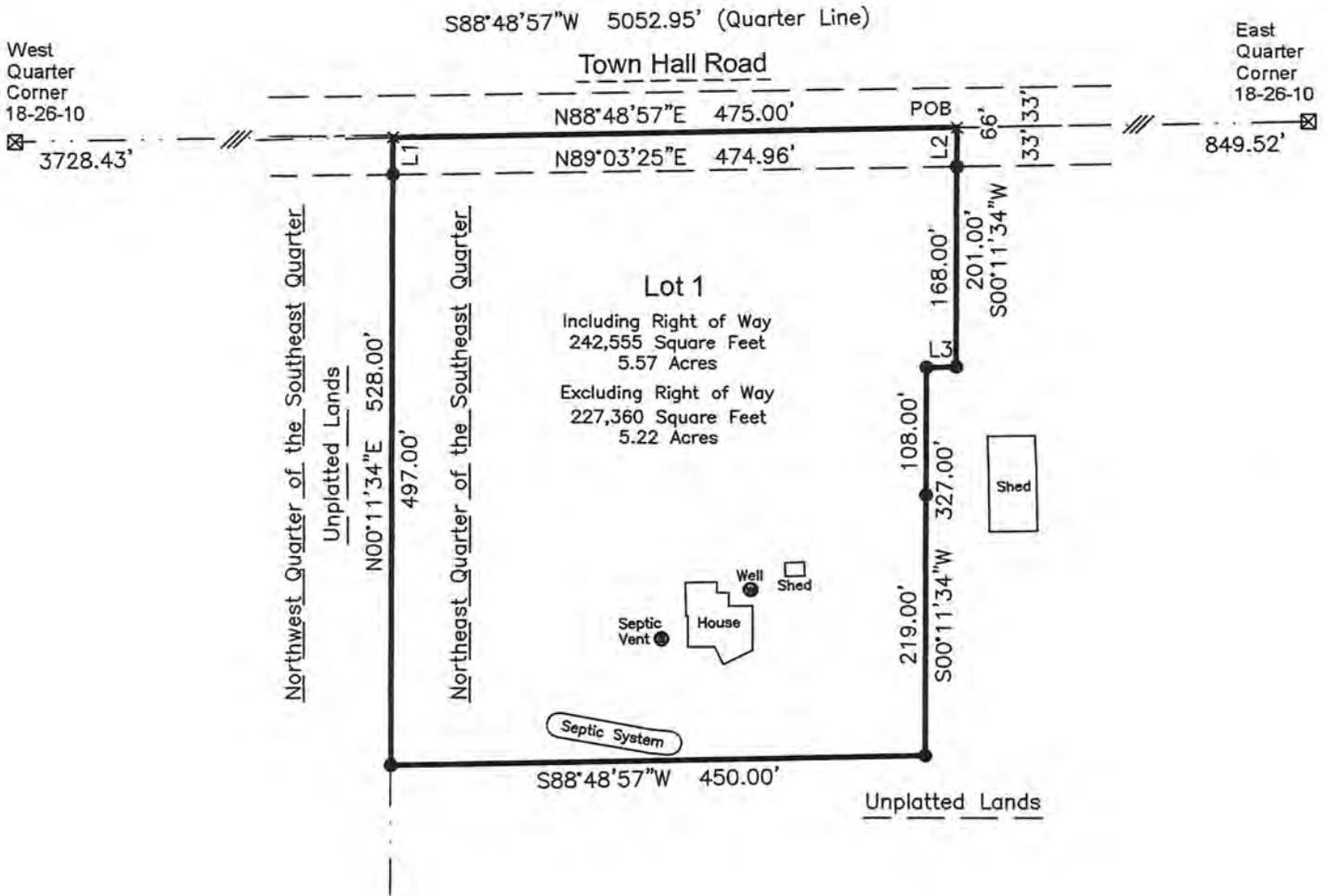
This Certified Survey Map is for the purpose of Farm Consolidation.



Bearings are referenced to the East-West Quarter line of Section 18 which is assumed to bear S88°48'57"W.

LEGEND

- ☒ FOUND EAU CLAIRE COUNTY ALUMINUM MONUMENT (Tie Sheets on Record)
- SET 1" OUTSIDE DIAMETER X 18" IRON PIPE, 1.13 POUNDS PER LINEAR FOOT
- × POINT NOT MONUMENTED
- POB POINT OF BEGINNING



COURSE TABLE

LINE	BEARING	DISTANCE
L1	N 00°11'34" E	31.00'
L2	S 00°11'34" W	33.00'
L3	S 88°48'57" W	25.00'

Ties verified for PLSS Monuments used

Client: John Wagner
 W7135 Townhall Road
 Eau Claire, WI 54701

Date of Field Work Completion: 2/7/25

RAYMOND SURVEYING, LLC

W19343 Hwy 10
 Strum, WI 54770
 www.raymond-surveying.com

CERTIFIED SURVEY MAP NO. _____.

Part of the Northeast Quarter of the Southeast Quarter,
Section 18, Township 26 North, Range 10 West,
Town of Brunswick, Eau Claire County, Wisconsin.

I, Gregory J. Raymond, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of John Wagner, I have surveyed part of the Northeast Quarter of the Southeast Quarter, Section 18, Township 26 North, Range 10 West, Town of Brunswick, Eau Claire County, Wisconsin. Said parcel being described as follows:

Commencing at the East Quarter corner of said Section 18;

Thence S88°48'57"W, on the East-West Quarter line, 849.52 feet to the point of beginning;
Thence S00°11'34"W, 201.00 feet;
Thence S88°48'57"W, 25.00 feet;
Thence S00°11'34"W, 327.00 feet;
Thence S88°48'57"W, 450.00 feet;
Thence N00°11'34"E, 528.00 feet;
Thence N88°48'57"E, 475.00 feet to the point of beginning.

Parcel contains 242,555 square feet or 5.57 acres and is subject to easements of record.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, the Eau Claire County Subdivision Ordinance, and complies with AE7 of the Wisconsin Administrative Codes. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this _____ day of _____, 2025

Gregory J. Raymond, Wisconsin Professional Land Surveyor
Project Number: 25020

I, Rodney J. Eslinger, Director of the Eau Claire County Department of Planning and Development, hereby certify that this Certified Survey Map is approved of as complying with Subtitle III, the Subdivision Control Code, of Title 18 of the County Code of General Ordinances.

Dated this _____ day of _____, 2025

Rodney J. Eslinger

RAYMOND SURVEYING, LLC
W19343 Hwy 10
Strum, WI 54770
www.raymond-surveying.com

greg@raymond-surveying.com

From: Matt Michels <Matt.Michels@eauclairecounty.gov>
Sent: Friday, March 14, 2025 9:23 AM
To: greg@raymond-surveying.com
Subject: Re: Wagner CSM needs rezone

Hi Greg,

Here is a link to the rezoning application (fillable form): [638714262711000000](#)

Please submit the completed application with the fee (\$660) to our office and we will process it, as follows:

- Submittal deadline is 3 weeks prior to the P&D Committee hearing, which are the 2nd and 4th Tuesday of the month starting in April. For example, the submittal deadline for the April 22nd P&D Committee is Tuesday, April 1st at noon.
- Since the rezoning petition goes to the town for public hearing first, please coordinate a meeting date with them that occurs prior to the county P&D Committee. The Town of Brunswick meets on the 2nd Tuesday of the Month, so it looks like their next meeting is Tuesday, April 8th. Note that we will forward them a copy of the rezoning petition when we receive it.
- As the final approval step, the County Board will consider the recommendation of the P&D Committee and staff at the next county board meeting following P&D Committee.
- After County Board approval, you can submit the CSM for review and approval.
- The rezoning request will be from A-P (Agricultural Preservation) to A-2 (Agriculture Residential) for the 5+ acres being divided. The remaining acreage can remain A-P since the owner owns the parcels to the east and west maintaining the total zoning lot area above the 35-acre minimum for A-P.

Please contact me with any questions.

Thank you,



Matt Michels, AICP
Senior Planner
721 Oxford Ave., Suite 3544 • Eau Claire, WI 54703
Direct: 715-839-5055 **Fax:** 715-839-5802
Email: matt.michels@eauclairecounty.gov
Web: [Planning and Development | Eau Claire County \(eau-claire.wi.us\)](#)

From: greg@raymond-surveying.com <greg@raymond-surveying.com>
Sent: Wednesday, March 12, 2025 8:58 AM
To: Matt Michels <Matt.Michels@eauclairecounty.gov>
Subject: Wagner CSM needs rezone



Town of Brunswick

Eau Claire County, Wisconsin

Town Board Meeting Minutes

May 13, 2025

Brunswick Town Hall

Present: Chairman Wes Vlcek, Supervisors John Helwig and Don Jaquish, Clerk Debby Grinde, and Treasurer Deb Heath.

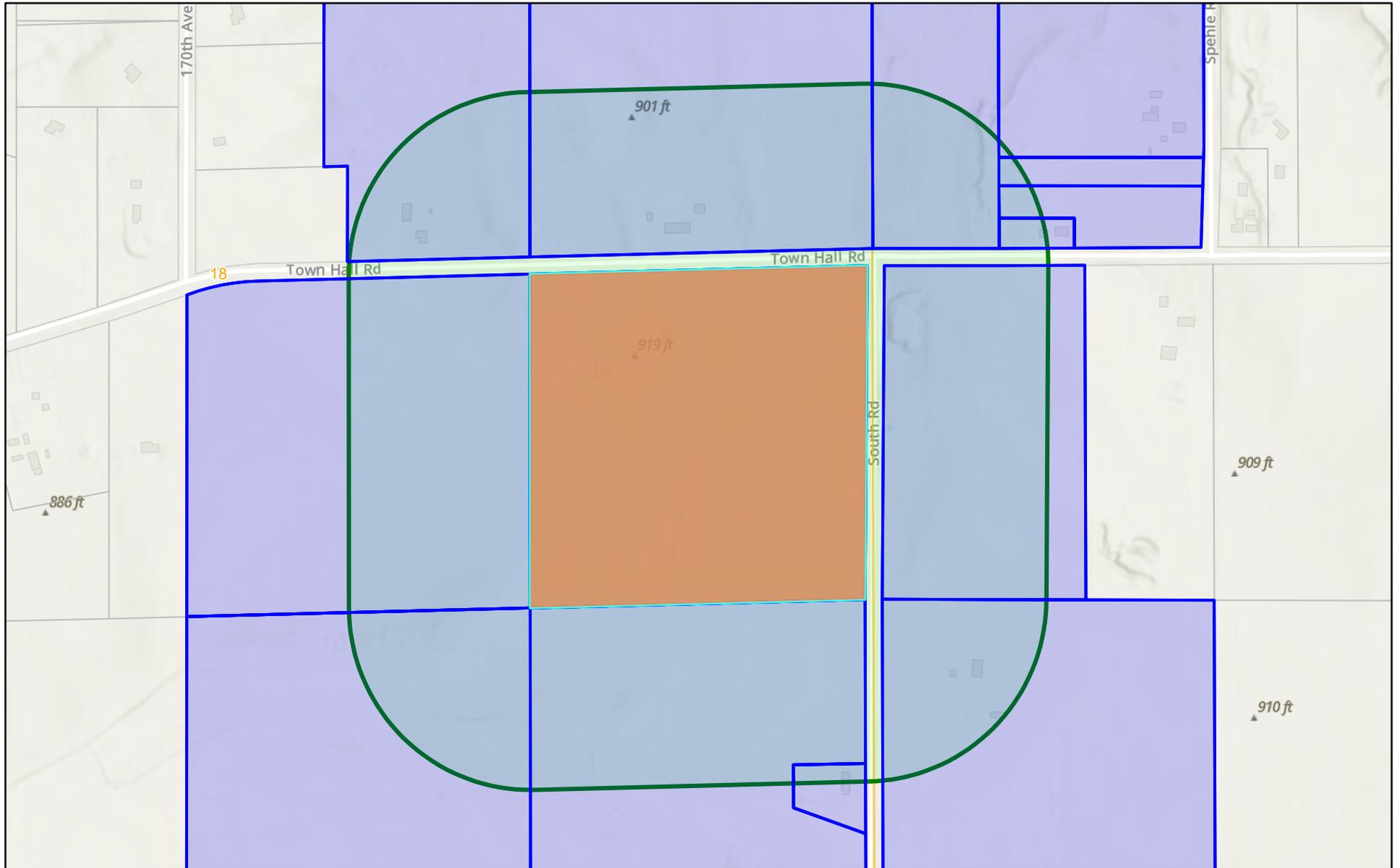
- **Call to order** at 7:00 p.m. by Chairman Vlcek. He led the Pledge of Allegiance to the Flag.
- Motion made by Helwig/Jaquish to approve the April 15, 2025 meeting minutes. Motion carried.
- **Informal Public Comment Time:** Alvin Peterson commented on the price of blacktop and requested that the Board be mindful of current pricing when planning future road projects.
- A motion was made by Jaquish/Helwig to recommend approval of the rezoning application from John Wagner for 5.22 acres, AP to A2, at W7135 Town Hall Road. Motion carried.
- Motion made by Helwig/Vlcek to issue picnic licenses to Chippewa Valley Antique Engine & Model Club for Pioneer Days on Aug. 8-10 and the Garden Tractor Pull on May 31, 2025 at Pioneer Park. A temporary Operator's license was issued to Lois Dohms for Pioneer Days. Motion carried.
- Motion made by Vlcek/Jaquish to sign a Resolution opposing commercial wind/solar farms in AP zoned land. Motion carried.
- Town Roads update by Chairman Vlcek: a.) Rim Rock project should be completed by June. Roadside mowing will commence in July. Pothole patching continues. Service Road overlay will be looked at. Silver Spring Road project will be delayed. The bid opening for the 5-year road maintenance contract will be held on May 21, 2025 at 9 a.m. at the Town Hall.
- Motion made by Vlcek/Helwig to pay the listed bills. Motion carried.
- Motion made by Helwig/Jaquish to approve the Treasurer's report. Motion carried.
- Next meeting is June 10, 2025 at 7 p.m. at the Town Hall.
- Adjournment with motion by Jaquish/Helwig. Motion carried. Time: 7:24p.m.

Respectfully submitted,

Debra Grinde

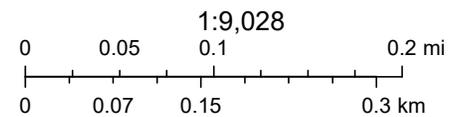
Town Clerk

Public Notification



4/25/2025, 10:37:11 AM

-  County Boundary
-  Tax Parcel
-  Section



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FirstName LastName	Address	City State Zip
MICHAEL CAMPBELL	W6898 SPEHLE RD	EAU CLAIRE WI 54701-9555
PETER WAGNER	W7130 TOWN HALL RD	EAU CLAIRE WI 54701-9548
NORMAN HOLLISTER	W 6880 TOWN HALL RD	EAU CLAIRE WI 54701-9548
JAMES SCHUH	W 7374 ROCK FALLS RD	MONDOVI WI 54755-8513
JOHN C & ANN L WAGNER	W 7135 TOWN HALL RD	EAU CLAIRE WI 54701-8446
CAROL WARBER	S 7204 SOUTH RD	EAU CLAIRE WI 54701-9556
PETER J & DAWN S WAGNER	W 7130 TOWN HALL RD	EAU CLAIRE WI 54701-9548
RUSSELL J & JOAN BERG	W 7334 TOWN HALL RD	EAU CLAIRE WI 54701-9548

1 **Enrolled No.**

2 **ORDINANCE**

3 **File No. 25-26/014**

4 -AMENDING THE 2023 OFFICIAL ZONING DISTRICT BOUNDARY MAP FOR THE TOWN OF
5 WASHINGTON -

6 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

7
8 **SECTION 1.** That the 2023 Official Zoning District Boundary Map for the Town of Washington,
9 described as follows:

10
11 A parcel of land located in the Northwest Quarter of the Northwest Quarter, Section 14,
12 Township 26 North, Range 9 West, Town of Washington, Eau Claire County,
13 Wisconsin.

14
15 All of Lot 2, CSM 3893, Volume 24, Page 8, #1251414.

16
17
18 Said described parcel of land containing 3.15 acres +/-, of land and is subject to the
19 easements and restrictions of record to be reclassified from the C-3 Commercial
20 Highway District to the Planned Unit Development (PUD) District.

21
22 **SECTION 2.** Where a certified survey map is required and may alter the above described property
23 description, the official zoning district map for the town shall be automatically amended to reflect the
24 property description of the certified survey map.

25
26 ENACTED:

27
28 **Committee on Planning & Development**

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Supervisor Dane Zook	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Robin Leary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Jim Dunning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Caleb Aichele	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor Michele Skinner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

29
30
31
32
33
34 ATTEST:

35
36
37 _____
38 Rod Eslinger – Committee Clerk

39
40
41 Dated this 27 day of May, 2025



EAU CLAIRE COUNTY PLANNING STAFF RECOMMENDATION

REZONE NUMBER: RZN-0007-25 **COMPUTER NUMBER:** 018100904030

PUBLIC HEARING DATE: May 27, 2025

STAFF CONTACT: Matt Michels, Senior Planner

OWNER: Legacy in Motion, LLC, 2525 W Mason St, Green Bay, WI 54303

AGENT: Joel Janssen, 5591 Burnell Dr, Eau Claire, WI 54703

REQUEST: Rezone 3.15 acres +/- from C-3 (Commercial Highway) District to PUD (Planned Unit Development) District for the purpose of allowing multiple retail and office uses in a strip mall arrangement. Further, the applicant requests approval of the attached General Development Plan submitted with the rezoning petition.

LOCATION: Southeast of the intersection of State Highway 93 and Deerfield Rd.

LEGAL DESCRIPTION: Lot 2 CSM 3893, Vol 24, P8, #1251414, in the NW ¼ of the NW ¼, Section 14, T26N, R9W, Town of Washington, Eau Claire County, Wisconsin

RECOMMENDATION Approval of PUD rezoning and General Development Plan based on findings and recommended condition outlined on Page 5 of this report.

BACKGROUND

SITE CHARACTERISTICS:

- The property is accessed from Trilogy Road, a dedicated right of way accessed on the south side of Deerfield Road.
- The property to be rezoned is undeveloped.

EXISTING ZONING DISTRICT:

C-3 Commercial Highway. The C-3 District is established to “to provide an area for the development of those commercial activities that require large lots or attract concentrations of automobile traffic which make the uses incompatible with the predominantly retail uses in other commercial districts.”

REQUESTED ZONING DISTRICT:

Planned Unit Development District. According to the zoning ordinance, “The PUD Planned Unit Development district accommodates master planned development that cannot be approved within one of the other zoning districts, and that demonstrates a high degree of design quality or accomplishes an important public purpose.”



Note that the purpose of this rezoning to the PUD district is to the development of multiple principle commercial retail and office uses on a single lot. The applicant has provided a narrative description of the proposed development (see attached application).

Per Chapter 18.107.010.B, "Planned Unit Developments require a general development plan (GDP) to establish the standards that will be applied to the development and a specific implementation plan (SIP) that demonstrates compliance with those standards.

Following is an overview of the proposed rezoning's conformance with the applicable PUD district, standards. The code language is provided followed by staff comments, *in italics*, where applicable.

CHAPTER 18.31.030 – DIMENSIONAL STANDARDS

- A. Development and performance standards for the PUD zoning district shall be established in an approved general development plan.
- B. When approved by the committee, a general development plan and specific implementation plan establish, together, the standards and expectations for development on the lands to which they apply. Any aspect of development that is not explicitly addressed in those documents is still governed by applicable standards within Title 18.

The attached General Development Plan provides the required information and establishes the standards of the proposed development. The property is to be developed consistent with the standards of the C-3 District and no specific deviations from those standards are requested.

CHAPTER 18.107 – PLANNED UNIT DEVELOPMENT (PUD) REZONINGS

18.107.070 Approval criteria.

...

- B. Approval Criteria for PUD Rezoning. The following standards apply to any petition to rezone land to the PUD district:
 - 1. The proposed use and approximate density or intensity of use is consistent with the county and town comprehensive plans. [See Wis. Stat. § 66.1001(3)(j)] *The proposed uses are consistent with this standard. See discussion of comprehensive plan consistency later in this report.*
 - 2. The proposed development is compatible with the physical nature of the site, with particular concern for protection of surface water and groundwater resources. *The site is currently developed and has a permitted, functional community septic system. The project will comply with all provisions of Eau Claire Title 17, Land Conservation, including stormwater management.*
 - 3. There is adequate service and infrastructure capacity to support the development, including roads, water, and wastewater. *The existing development meets this standard as the property has three existing access from Trilogy Drive, and adequate septic and well systems will be provided.*
 - 4. The proposed zoning will result in development that is aesthetically and ecologically desirable, economically viable, and functionally practical. *While ecological desirability is difficult to quantify, the development is demonstrably economically viable and functionally practical. Existing development in close proximity to the project, including the Trillium commercial area, has proven to be aesthetically pleasing and blends well with the character of the area.*
- C. Approval Criteria for General Development Plan. Approval, conditional approval, or disapproval of a general development plan shall be based on the following criteria:
 - 1. The proposed development is consistent with the comprehensive plan. *See discussion of comprehensive plan consistency later in this report.*
 - 2. Departures from the standards of development as set forth in Title 18 will not negatively affect the aesthetic desirability, ecological function, economic stability, or functional practicality of the development. *As discussed, no deviations from Title 18 standards are proposed.*

3. The development is compatible with the site, with particular concern for preservation of natural features, tree growth, and open space. *The proposed development will be compatible with the site as there are no notable natural features, such as wooded areas or open space, to preserve.*

...
 F. There are adequate public facilities to serve the proposed and potential land use changes that would be enabled by the rezoning; and

G. The burdens on the county or town for providing the needed services to the proposed and potential land use changes that would be enabled by the rezoning are reasonable; and

H. The development will not cause unreasonable air or water pollution, soil erosion, or adverse effects on valued natural areas.

The standards of "D", "F", "G", and "H" have been satisfied as demonstrated by the fact that the property has existing services and infrastructure to adequately serve the uses proposed with this rezoning.

ZONING/LAND USE CONTEXT:

LOCATION	ZONING	LAND USE
Subject	C-3	Undeveloped
North	R-H	Single-family residential
East	C-3	Undeveloped
South	C-3	Undeveloped
West	C-3	Undeveloped

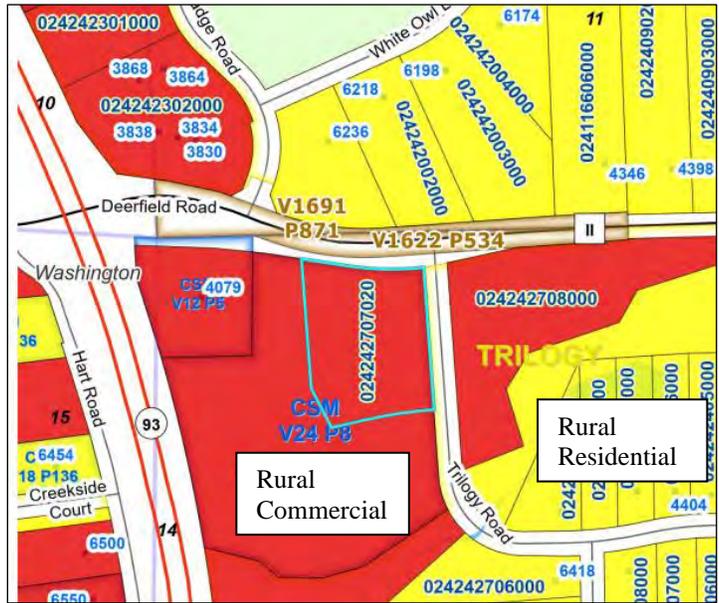


COMPREHENSIVE PLANS:

The Eau Claire County and Town of Washington Future Land Use Maps both include the property in the Rural Commercial (RC) planning area, which is consistent with this rezone request. The Town of Washington will hold a public hearing to consider this rezoning petition on Thursday, May 15, 2025.

Note that the County Comprehensive Plan Future Land Use plan does not specifically discuss the new PUD Zoning District, but Chapter 18.31.020.B of the zoning ordinance states that, “the PUD district is available in any future land use category designed in the Eau Claire County Comprehensive Plan.”

Following are descriptions of the intent of the applicable Town comprehensive plan future land use category and applicable policies.



The application has been found to be substantially consistent with the intent, description, and the applicable policies of the Eau Claire County and Town of Washington Rural Commercial Future Land Use Category. Note that a rezoning to the PUD District is permitted in any zoning district, including the C-3 District, which is the base district this PUD rezoning is based on.

FARMLAND PRESERVATION PLAN:

The property is not included in the farmland preservation area and is not eligible for farmland preservation tax credits. No farmland will be impacted with this rezoning action.

ANALYSIS

When rezoning land, a finding should be made that the purpose of the proposed zoning district and the uses that are allowed in that district are appropriate for the location; and that the rezoning will uphold the purpose of the zoning ordinance. A finding should also be made that the rezone is consistent with the County’s Comprehensive Plan. Staff finds that the proposed rezoning meets these standards.

Town Board Action: The Washington Town Board will consider the rezoning petition on Thursday, May 15, 2025.

The rezoning petition has been evaluated for consistency with the purpose of the PUD District and the uses allowed in the district. The request is generally consistent with the purpose of the zoning code based on the following findings:

- The proposed rezoning is substantially consistent with the intent and purpose of the Eau Claire County Future Land Use plan, which – by policy adopted by the Committee on Planning and Development – defers to the Town Comprehensive Plan when discrepancies occur due to amendments to the town plan that are not yet reflected in the county plan.
- Existing uses in the area include commercial and residential development.
- Zoning in vicinity of the subject property is primarily C-3 and RH (Rural Homes).

- The property has existing C-3 commercial zoning and is intended for the same type and character of commercial uses contemplated in the PUD District. No additional land use rights or uses are requested with this rezoning.

CONCLUSION

The rezone petition has been evaluated for consistency with the following:

- Eau Claire County and Town of Washington Comprehensive Plan future land use designations
- Eau Claire County and Town of Washington Comprehensive Plan goals, objectives, and policies
- Eau Claire County Zoning Ordinance, including purpose of the zoning code and approval criteria for PUD rezonings

In addition, the following factors have also been considered:

- Input of surrounding property owners. No correspondence in support or opposed to the proposed rezoning has been received, to date.

FINDINGS

Findings in Favor of PUD rezoning and General Development Plan (GDP):

1. The proposed use and approximate density or intensity of use is consistent with the town and county comprehensive plans.
2. The property is currently zoned C-3, and the types and character contemplated with this PUD, including commercial retail and office, are consistent with the existing zone. Further, no deviations from the C-3 development standards are proposed.
3. The proposed development is compatible with the physical nature of the site, with particular concern for protection of surface water and groundwater resources through the application of Eau Claire County Title 17 Land Conservation ordinances that require stormwater management, as well as City-County Health Department regulations for on-site wastewater treatment systems and private wells.
4. Adequate service and infrastructure capacity exists to support the development, including roads, water (via private wells), and wastewater (via community septic systems).
5. Based on information provided, the proposed zoning will result in development that is aesthetically and ecologically desirable, economically viable, and functionally practical, in the context of Rural Commercial planned lands.

Findings Against the PUD rezoning and General Development Plan (GDP):

1. None



Eau Claire County
DEPARTMENT OF PLANNING
AND DEVELOPMENT
Eau Claire County Courthouse - Suite 3344
721 Oxford Avenue
Eau Claire, Wisconsin 54703-5212
(715) 839-4741

Building Inspection
839-2944
Emergency Management
839-4736
Geographical Information Systems
839-4730
Land Conservation
839-6226
Land Records
839-4742
Land Use Management
839-4743
Planning
839-5055
Recycling
839-2756

April 29, 2025

Notice of Application Received

The Eau Claire County Department of Planning and Development has received the following application for a rezoning scheduled for the Committee on Planning and Development on 5/27/2025:

Owner: Legacy in Motion, LLC

Applicant: Joel Janssen

File Number: 25-26/014

Legal Description: Lot 2 CSM 3893, Vol 24, P8, #1251414, in the NW ¼ of the NW ¼, Section 14, T26N, R9W, Town of Washington, Eau Claire County, Wisconsin

Site Address: Located East of Highway 93 and South of Deerfield Road

Existing Zoning District: C-3 Commercial Highway

Proposed Zoning District: PUD Planned Unit Development

Acres to be Rezoned: 3.15 acres +/-

Date Received: 4/29/2025

To view the application materials, click on link below.

[Planning and Development | Eau Claire County \(eauclairecounty.gov\)](http://eauclairecounty.gov)



Department of Planning and Development
 Eau Claire County Courthouse
 721 Oxford Avenue, Room 3344
 Eau Claire, Wisconsin 54703
 715-839-4741

Application Accepted:	04/29/2025
Accepted By:	Matt Michels
Receipt Number:	080616
Town Hearing Date:	05/15/2025
Scheduled Hearing Date:	05/27/2025
Application No:	RZN-0007-25
Application Status:	Applied

Rezoning Petition

Owner/Applicant Name(s):

Owner: LEGACY IN MOTION LLC

Applicant: Joel Janssen, 5591 Burnell Dr., Eau Claire, WI 54703

Telephone: 715-559-5256

EMail: joeljanssen@gmail.com

Site Address(es):

No Address Available

Property Description:

Sec 14 Twn 26 Rge 09
 Town of Washington

Zoning District(s):

Lot Area(s) - Acres:

3.15

Overlay District(s):

PIN

1802422609142209002

Legal (partial)

LOT 2 CSM 3893 (VOL 24 P 8 #1251414)

Pursuant to the procedure described in Wisconsin Statutes Section 59.69(5), I hereby petition the Eau Claire County Board of Supervisors to amend the following Zoning District from:

RECEIVED

APR 29 2025

COUNTY CLERK

At the public hearing, the applicant may appear in person or through an agent or an attorney of his/her choice. The applicant/agent/attorney may present testimony, evidence, and arguments in support of the application. All site plans, pictures, etc. become the property of the Department, and will remain in the file.



Department of Planning and Development
 Eau Claire County Courthouse
 721 Oxford Avenue, Room 3344
 Eau Claire, Wisconsin 54703
 (715) 839-4741

Office Use Only

Application Accepted:	4/29/25
Accepted By:	mm
Application Number:	R2N 0007-25
Town Hearing Date:	5/15/25 ?
Scheduled Hearing Date:	5/27/25

REZONING APPLICATION

Pursuant to the procedure described in Wisconsin Statutes Section 59.69(5), I hereby petition the Eau Claire County Board of Supervisors to amend the Zoning District from:

Existing Zoning District: C3

Proposed Zoning District(s): PUD

Acres to be rezoned: 3.15

Property Owner Name: Legacy in Motion LLC

Phone# 920-429-2844

Mailing Address: 2525 W Mason Street Green Bay, WI 54303

Email Address:

Agent Name: Joel Janssen

Phone# 715-559-5256

Mailing Address: 5591 Burnell Dr. Eau Claire, WI 54703

Email Address: joelajanssen@gmail.com

SITE INFORMATION

Site Address: Lot 2 of CSM 3893 on Trilogy Road

Property Description: NW ¼ NW ¼ Sec. 14, T 26, N, R 9, W, Town of Washington

Zoning District: C3

Code Section(s):

Overlay District:
Check Applicable

- Shoreland Floodplain Airport Wellhead Protection Non-Metallic Mining

Computer #(s):
or
PIN #(s):

18024-2-260914-220-9002

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all necessary information has been provided. All information from the checklist must be included.

- | | |
|--|--|
| <input type="checkbox"/> Complete attached information sheet | <input type="checkbox"/> Confirmed with the Town their submittal deadline and process. |
| <input type="checkbox"/> Provide legal description of property to be rezoned | <input type="checkbox"/> Provide \$660.00 application fee (non-refundable), (\$575.00 application processing fee and \$85.00 mapping surcharge fee). Send application to landuse@eauclairecounty.gov or to the address above. |

I certify by my signature that all information presented herein is true and correct to the best of my knowledge. I give permission for the staff of the Eau Claire County Department of Planning and Development to enter my property for the purpose of collecting information to be used as part of the public hearing process. I further agree to withdraw this application if substantive false or incorrect information has been included.

Owner/Agent Signature: Legacy in Motion LLC By Joel Janssen ^{part owner + project manager} Date 4-28-2025

At the public hearing, the applicant may appear in person or through an agent or an attorney of his/her choice. The applicant/agent/attorney may present testimony, evidence, and arguments in support of the application. All site plans, pictures, etc. become the property of the Department, and will remain in the file.

REZONING APPLICATION CHECKLIST

Applications are due by Tuesday at 12:00 PM three weeks prior to the Committee on Planning and Development meeting. The application must include the items listed below. After a preliminary review, additional information may be needed. A hearing will not be scheduled until the application is deemed complete. Applications are considered complete when all materials and associated fees are received and approved by staff.

Required Application Items:

- Application must be signed by the property owner(s)
- A legal description of land and address of land to be rezoned
- Complete the attached supplemental rezoning information sheet
 - Describe the reason for the request
 - Describe how the proposed zoning district and the uses allowed in that district are appropriate for the selected location, and how the proposed change in zoning will uphold the purpose of the zoning ordinance
 - Explain and justify why this particular property is under consideration for rezoning
 - For rezoning requests from A-P to any zoning district other than the AR district must consider the factors in Section 18.32.055 A. – D.
 - For rezoning requests from the A-P to the AR zoning district must consider the factors in Section 18.06.050 A. – D.
 - For rezoning requests out of the Shoreland-wetland district must consider Section 18.19.100 B

SUPPLEMENTAL INFORMATION FOR A REZONING PETITION

In order to process your application as quickly as possible, please fill in all of the sections below that are applicable to your request, and attach all appropriate maps or plans described below that are relevant to your request.

Describe the reason(s) for your rezoning request:

Please see attached rezone narrative.

When evaluating a rezoning petition, staff from the Eau Claire County Department of Planning and Development consider whether the purpose of the proposed zoning district and the uses allowed in the district are appropriate for the selected location. Staff also considers whether the change in zoning will uphold the purpose of the zoning ordinance, which is to separate incompatible land uses from one another, to maintain public health and safety, to protect and conserve natural resources, to prevent overcrowding, to preserve property values, and to maintain the general welfare of the citizens. Please describe how the proposed zoning district and the uses allowed in that district are appropriate for the selected location, and how the proposed change in zoning will uphold the purpose of the zoning ordinance.

Please see attached rezone narrative.



Advanced Engineering Concepts
1360 International Drive
Eau Claire, WI 54701
Office 715.552.0330
www.aec.engineering

Rezone Narrative

To: Eau Claire County Planning and Development
From: Jordan Crusing - AEC
CC: Sean P. Bohan - AEC, Joel Janssen – Wurzer Builders
Date: 4/29/2025
Re: Legacy in Motion PUD rezone application

The proposed change to a Planned Unit Development (PUD) within the C3 zoning district is appropriate for the selected location as it aligns with the district's intent to accommodate a wide range of commercial uses while encouraging flexibility and innovation in land development. This PUD will allow for multiple structures with multiple uses that reflect the needs and character of the surrounding area. Additionally, this approach ensures that the development will integrate harmoniously with adjacent properties, leveraging the area's existing infrastructure and amenities. Adjacent properties show matching C3 zoning district with similar multi-use buildings to the north, C3 zoning to the south, and residential large lot (RL) zoning to the east.

Legacy in Motion will construct two buildings with leased commercial space for new businesses in the Trilogy Commercial Development. The first building will contain up to 10 units. The second building (phase two) will contain up to 6 units. Units will be approximately 1200 sq-ft. or larger depending on each business's needs.

Services will mainly include, but not limited to, retail and office space that will align with the current C3 zoning. Since this is a new build, most of the leased space in the first building is not under contract as of now. Two units will be leased by Wellness Way Eau Claire. They provide advanced chiropractic care and alternative health care solutions.

Truck and automobile traffic will be consistent to small commercial retail developments. Deliveries and shipping will be typically smaller trucks operating during business hours and possibly a couple hours before and after business hours. Automobile traffic will be limited to customers and employees of the businesses. Sound will be limited to vehicular traffic and pedestrian noise. No continuous loud nuisance noises will be permitted. Landscaping will be designed to minimize any excessive noise.

Overall, keeping with the underlined C3 zoning district we feel the new uses of the property will uphold the purpose of the zoning ordinance and match closely with existing and adjacent uses.

EAU CLAIRE COUNTY



VICINITY MAP



Know what's below.
Call before you dig.

PROJECT LOCATION

LEGACY IN MOTION STRIP MALL LEGACY IN MOTION, LLC TOWN OF WASHINGTON EAU CLAIRE COUNTY, WI

CONTACTS	
TOWN OF WASHINGTON	TOWN OF WASHINGTON – ADMINISTRATOR JANELLE HENNING – (715) 829-3138
EAU CLAIRE COUNTY	EAU CLAIRE COUNTY – PLANNING & DEVELOPMENT ROD ESLINGER – (715) 839-1657
EAU CLAIRE COUNTY	EAU CLAIRE COUNTY – LAND CONSERVATION CHAD BERGE – (715) 839-4784
ELECTRIC	EAU CLAIRE ENERGY COOPERATIVE ATTN: ARIK ARNEVIK 715.836.6485
ELECTRIC	XCEL ENERGY: DESIGN SECTION ATTN: DAVID MELNESS 715.737.1495
CABLE	CHARTER COMMUNICATIONS ATTN: CURT MOORE 715.214.1172
GAS	XCEL ENERGY: DESIGN SECTION ATTN: BEN CARLI 715.938.3459



LOCATION MAP

ABBREVIATIONS:
 BC=BACK OF CURB
 BLK=BLOCK NUMBER
 BTM=BOTTOM (ELEV)
 CL=CENTERLINE
 CS=CURB STOP
 ELEV=ELEVATION
 EOP=EDGE OF PAVEMENT
 EX=EXISTING
 FES=FLARED END SECTION
 FF=FINISHED FLOOR (ELEV)
 FL=FLOWLINE
 GF=GARAGE FLOOR (ELEV) ⊕
 OVERHEAD DOOR
 GLG=GROUND LINE GROOVE
 HWL=HIGH WATER LEVEL
 INV=INVERT
 LF=LINEAR FEET
 LO=LOOKOUT STYLE HOME
 LT=LEFT
 MIN=MINIMUM
 NWL=NORMAL WATER LEVEL
 PC=POINT OF CURVE
 PRC=CURVE REVERSAL POINT
 PT=POINT OF TANGENCY
 RAD=RADIUS
 RT=RIGHT
 R/W=RIGHT OF WAY
 SAN=SANITARY SEWER
 SP=SPOT ELEVATION
 SS=SAFETY SHELF (ELEV)
 STA=STATION
 STM=STORM SEWER
 TC=TOP OF CURB
 T.O.P.=TOP OF PIPE
 TP=TOP OF PAVEMENT
 TYP=TYPICAL
 W=WATER FITTINGS
 WTR=WATER
 WM=WATERMAIN
 WO=WALKOUT STYLE HOME

EXISTING	PROPOSED
	---BENCHMARK
	---CONTROL POINT
	---SIGN
	---CURB STOP
	---WELL
	---HYDRANT
	---GATE VALVE
	---CURB INLET
	---AREA DRAIN
	---SAN MH
	---STORM MH
	---SAN CLEANOUT
	---GAS MANHOLE
	---LIGHT POLE
	---UTILITY POLE
	---GUY WIRE
	---GUY POLE
	---PULL BOX
	---ELEC PED
	---CABLE PED
	---MAILBOX
	---TELE PED
	---IRON PIPE
	---ROW POST
	---REBAR
	---WATER MAIN
	---SANITARY SEWER
	---STORM SEWER
	---OVERHEAD UTILITY
	---TELEPHONE LINE
	---GAS LINE
	---ELECTRIC LINE
	---CABLE TV LINE
	---TREE LINE
	---EXISTING TREES
	---MARSH
	---FENCE LINE
	---WOVEN WIRE FENCE
	---SILT FENCE
	---RETAINING WALL
	---CONTOURS MAJOR
	---CONTOURS MINOR

PROJECT DEVELOPER/ CLIENT:
 LEGACY IN MOTION, LLC
 ATTN: JOEL JANSSEN
 2525 W MASON ST
 GREEN BAY, WI 54303
 PHONE: 715.559.5256
 EMAIL: joelajanssen@gmail.com

PROJECT ENGINEER:
 ADVANCED ENGINEERING CONCEPTS
 ATTN: SEAN BOHAN, P.E.
 1360 INTERNATIONAL DRIVE
 EAU CLAIRE, WI 54701
 PHONE: 715.552.0330
 EMAIL: sbohan@aec.engineering

SCHEDULE OF REQUIRED PERMITS		
APPROVALS NEEDED	DATE SUBMITTED	APPROVAL
E.C. COUNTY EROSION CONTROL PERMIT		
E.C. COUNTY S.I.P.		
WIDNR – WRAPP PERMIT		
TOWN OF WASHINGTON DRIVEWAY PERMIT		

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITIONS & DEMOLITION PLAN
3	SITE & CONCEPTUAL LANDSCAPE PLAN
4	GRADING & UTILITY PLAN
5	EROSION CONTROL PLAN
6	DETAILS

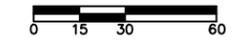
AEC PROJECT #: 25008 PLANS DATED: APRIL 2025



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 EAU CLAIRE, WI 54701
 PH 715-552-0330
 INFO@AEC.ENGINEERING
 COPYRIGHT 2025, AEC LLC



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LEGEND	
	EXISTING CONTOURS-MNR
	EXISTING CONTOURS-MJR
	CLEAR AND GRUB TREES (CLEARING LIMITS)
	REMOVE PAVEMENT
	FULL-DEPTH SAWCUT
	CURB & GUTTER REMOVAL
	UTILITY REMOVAL

- GENERAL NOTES:**
- UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY AND ARE NOT SHOWN IN THEIR ENTIRETY. CONTRACTOR SHALL NOTIFY UTILITIES A MINIMUM OF 3 DAYS PRIOR TO ANY EXCAVATION FOR FIELD VERIFICATION OF LOCATIONS. THE CLIENT, CITY, AND THE ENGINEER ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES.
 - CLEARING AND GRUBBING SHALL ONLY BE IN THOSE LOCATIONS DIRECTED BY THE ENGINEER AND/OR OWNER. CONTRACTOR SHALL PROTECT ALL TREES, SHRUBS, AND CORRESPONDING ROOT SYSTEMS FROM DAMAGE. ALL WORK WITH POTENTIAL IMPACT ON UN-CLEARED TREES AND/OR SHRUBS SHALL BE COORDINATED WITH THE ENGINEER AND/OR OWNER.
 - CONTRACTOR SHALL NOT DISTURB ANY R/W IRONS. ANY REMOVAL SHALL BE APPROVED BY THE ENGINEER, OTHERWISE THE CONTRACTOR SHALL BE BILLED FOR REPLACEMENT.
 - CONTRACTOR SHALL VERIFY THE AMOUNT OF PAVEMENT REMOVAL WITH THE PROJECT MANAGER.
 - CONTRACTOR TO COORDINATE LOCATIONS AND LIMITS OF SAWCUTS WITH THE PROJECT MANAGER.
 - NO TREES OR STUMPS ARE TO BE BURIED ON SITE. CONTRACTOR IS RESPONSIBLE FOR ANY PERMITS FOR BURNING OR MATERIAL DISPOSAL.
 - CONTRACTOR TO REPAIR AND RESTORE ANY DAMAGED OR DISTURBED AREAS OF PAVEMENT, CONCRETE, LANDSCAPING, ELECTRICAL, AND AUTOMATIC IRRIGATION, ETC. TO ITS ORIGINAL CONDITION ON ADJACENT PROPERTIES.
 - IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED AFTER SUCH DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
 - TOPOGRAPHIC SURVEY PERFORMED BY REAL LAND SURVEYING MARCH 10, 2025.

NOTE:
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS

NO.	DATE	REVISIONS	DRAFTED BY	DESIGN BY	CHECKED

PROJ. NO. 25008		ADVANCED ENGINEERING CONCEPTS 1360 INTERNATIONAL DR EAU CLAIRE, WI 54701 PH: 715-552-0330 info@aec.engineering COPYRIGHT 2025 AEC LLC.	EXISTING CONDITIONS AND DEMOLITION PLAN
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LEGACY IN MOTION STRIP MALL LEGACY IN MOTION LLC TRILOGY RD EAU CLAIRE, WI	DWG NAME 25008 PG2 EXIST	DATE 04/2025	2
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TRILOGY ROAD



Know what's below.
Call before you dig.



LEGACY IN MOTION STRIP MALL
TRILOGY ROAD

CURRENT ZONING:	C-3
LOT SIZE:	137,082 SF (3.15 'AC.)
EXISTING IMPERVIOUS AREA:	8,850-SF (6.46%)
PROPOSED USE:	COMMERCIAL
PROPOSED BUILDING:	28,120-SF (20.2%)
PROPOSED PAVEMENT:	42,590-SF (31.7%)
PROPOSED PATIO/SIDEWALK:	3,458-SF (2.9%)
OVERALL IMPERVIOUSNESS:	74,168-SF (54.1%)
GREEN SPACE:	62,914-SF (45.9%)
PARKING STALLS:	127 TOTAL (6 ACCESSIBLE)
	• RETAIL 18,800-SF (1 STALL/200-SF) = 94
	• OFFICE 9,900-SF (1 STALL/300-SF) = 33
SETBACKS:	
FRONT:	50'
N SIDE:	50'
S SIDE:	20'
REAR:	20'

HATCHING LEGEND

	PROPOSED BITUMINOUS PAVEMENT
	PROPOSED BUILDING
	PROPOSED CONCRETE PAVEMENT (SIDEWALKS: 4" THICKNESS) (IF EXPOSED TO VEHICULAR TRAFFIC: 6" THICKNESS)

LANDSCAPING LEGEND

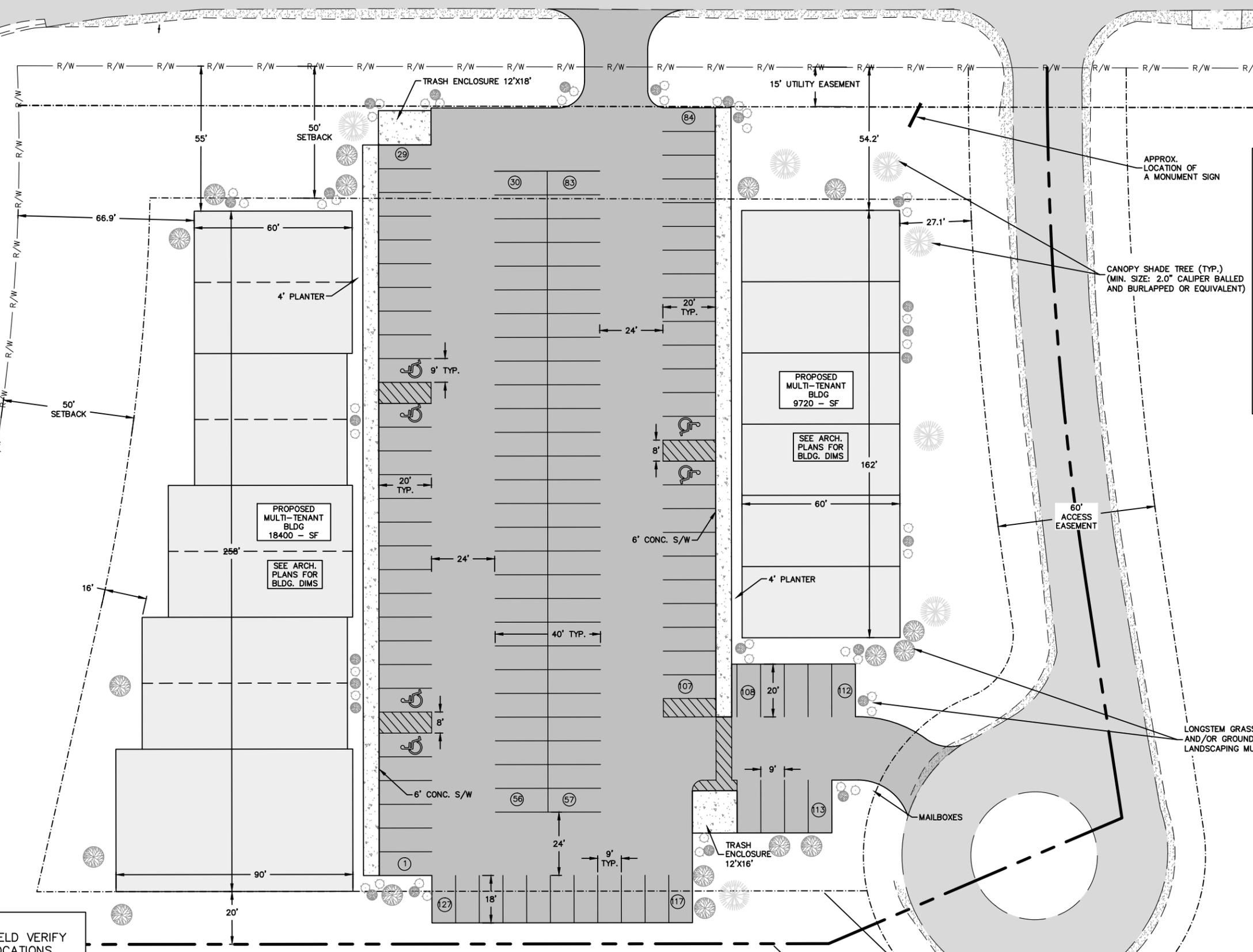
	DECIDUOUS 'SHADE TREE' (MIN. 2" CALIPER)
	SMALL MIXED SHRUBS
	CONIFEROUS TREE MIN. 4" TALL

**ALL OTHER DISTURBED AREAS TO BE RESTORED WITH A MINIMUM 4" TOPSOIL SEED & MULCH AND/OR SOD

NOTES:

1. THE BUILDING WILL HAVE DOWNCAST EXTERIOR LIGHTS MOUNTED ON THE BUILDING NEAR EACH ENTRANCE.
2. LANDSCAPING WILL CONSIST OF SHRUBS AND GROUND COVER PLANTED ADJACENT TO THE EXTERIOR OF THE PROPOSED BUILDINGS. THE LANDSCAPING WILL BE PROFESSIONALLY INSTALLED PRIOR TO OCCUPANCY.

CTH III/ DEERFIELD ROAD



NOTE:
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EXISTING UTILITY LOCATIONS

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SITE & CONCEPTUAL LANDSCAPE PLAN

LEGACY IN MOTION STRIP MALL
LEGACY IN MOTION LLC
TRILOGY RD
EAU CLAIRE, WI

DWG NAME 25008 PG3 SITE	3
DATE 04/2025	6

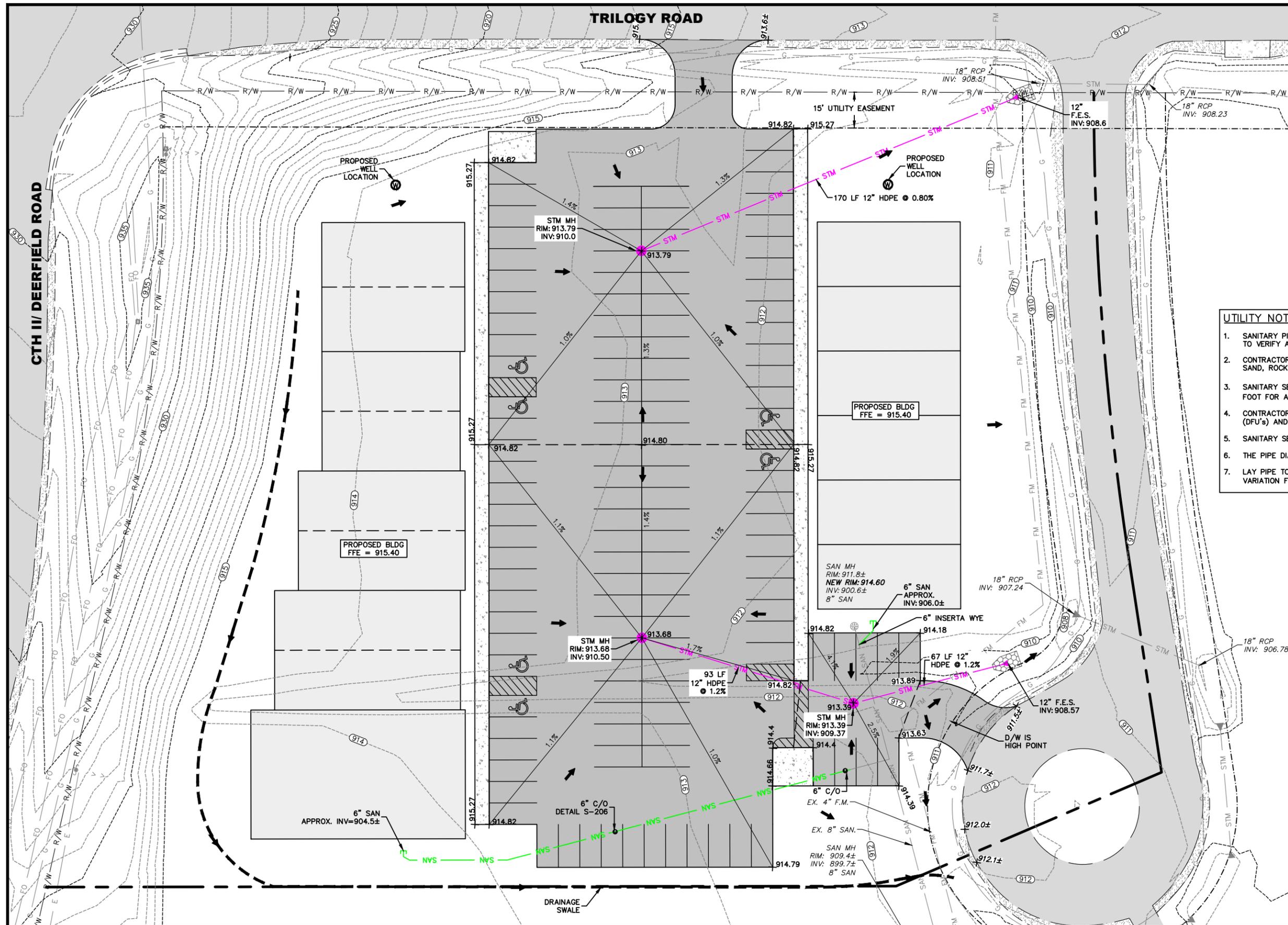
TRILOGY ROAD

GRADING PLAN LEGEND

- DRAINAGE PATTERN LINES
- - - GRADE BREAK LINES
- 1% → PROPOSED DRAINAGE DIRECTION
- + XXX.XX PROPOSED SPOT ELEVATION
- + XXX.X± EXISTING SPOT ELEVATION

- UTILITY NOTES:**
- SANITARY PIPE LENGTHS ARE TO CENTER OF MANHOLE. CONTRACTOR TO VERIFY ACTUAL LENGTH REQUIRED.
 - CONTRACTOR MUST PROTECT THE SANITARY LATERAL FROM ANY SAND, ROCK, ECT. ENTERING THE PIPE DURING CONSTRUCTION.
 - SANITARY SEWER LATERALS SHALL HAVE MINIMUM SLOPE OF 1/8" PER FOOT FOR ALL 6-INCH PIPE (400 DFU'S).
 - CONTRACTOR SHALL VERIFY THE TOTAL DRAINAGE FIXTURE UNITS (DFU'S) AND PIPE SIZES WITH THE PLUMBING PLANS.
 - SANITARY SEWER SERVICE SHALL BE PVC (SDR 35).
 - THE PIPE DIAMETER'S LISTED ARE THE NOMINAL INSIDE DIAMETER.
 - LAY PIPE TO SLOPE GRADIENTS NOTED ON DRAWINGS; WITH MAXIMUM VARIATION FROM TRUE SLOPE OF 1/8 INCH PER FOOT.

NOTE:
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS



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GRADING AND UTILITY PLAN

LEGACY IN MOTION STRIP MALL
LEGACY IN MOTION LLC
TRILOGY RD
EAU CLAIRE, WI

DWG NAME
25008 PG4
GRADE-UTILITY
DATE
04/2025

4

TRILOGY ROAD



EROSION CONTROL LEGEND	
	SILT FENCE DETAIL C-210
	STONE TRACKING PAD DETAIL C-400
	EROSION MAT DETAIL C-220
	EROSION LOGS DETAIL C-205
	RIPRAP DETAIL C-111
	INLET PROTECTION TYPE A DETAIL C-211

THE EROSION CONTROL ON THIS PLAN HAS BEEN PREPARED AS A GUIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING, MODIFYING AND IMPLEMENTING AN ALTERNATE EROSION CONTROL PLAN BASED ON THEIR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

EROSION CONTROL NOTES:

1. GENERAL CONTRACTOR IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
2. INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
3. WHEN POSSIBLE: PRESERVE EXISTING VEGETATION (ESPECIALLY ADJACENT TO SURFACE WATERS), MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
4. INSTALL PERIMETER EROSION CONTROLS AND STONE TRACKING PAD CONSTRUCTION ENTRANCE(S) PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNr TECHNICAL STANDARD STONE TRACKING PAD AND TIRE WASHING #1057 FOR ROCK CONSTRUCTION ENTRANCE(S).
5. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNr TECHNICAL STANDARD TEMPORARY GRADING PRACTICES FOR EROSION CONTROL #1067.
6. INSTALL AND MAINTAIN SILT FENCING PER WDNr TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.
7. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY. REPLACE DECOMPOSING STRAW BALES (TYPICAL BALE LIFE IS 3 MONTHS). LOCATE, INSTALL, AND MAINTAIN STRAW BALES PER WDNr TECHNICAL STANDARD DITCH CHECKS #1062.
8. IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.
9. IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. BETWEEN SEPTEMBER 15 AND OCTOBER 15: STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE, AS APPROPRIATE FOR REGION AND SOIL TYPE OCTOBER 15 THROUGH COLD WEATHER: STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.
10. STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.
11. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY TOWN. SEPARATE SWEEPED MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.
12. GENERAL CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNr TECHNICAL STANDARD DUST CONTROL ON CONSTRUCTION SITES #1068.
13. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY RUNOFF INTO THE RECEIVING CHANNEL.
14. COORDINATE WITH ENGINEER TO UPDATE THE EROSION CONTROL PERMIT TO INDICATE THE ANTICIPATED OR LIKELY DISPOSAL LOCATIONS FOR ANY EXCAVATED SOILS OR CONSTRUCTION DEBRIS THAT WILL BE HAULED OFF-SITE FOR DISPOSAL. THE DEPOSITED OR STOCKPILED MATERIAL NEEDS TO INCLUDE PERIMETER SEDIMENT CONTROL MEASURES (SUCH AS SILT FENCE, HAY BALES, FILTER SOCKS, OR COMPACTED EARTHEN BERMS).
15. FOR NON-CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED SLOPES, PROVIDE CLASS I TYPE A EROSION CONTROL MATTING. SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOTS WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNr TECHNICAL STANDARD NON-CHANNEL EROSION MAT #1052.
16. FOR CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED AREAS, PROVIDE CLASS II TYPE B EROSION CONTROL MATTING. SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOTS WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNr TECHNICAL STANDARD CHANNEL EROSION MAT #1053.

NOTE:
CONTRACTOR TO FIELD VERIFY EXISTING UTILITY LOCATIONS

CTH III/ DEERFIELD ROAD



NO.	DATE	REVISIONS	DRAFTED BY	DESIGN BY	CHECKED

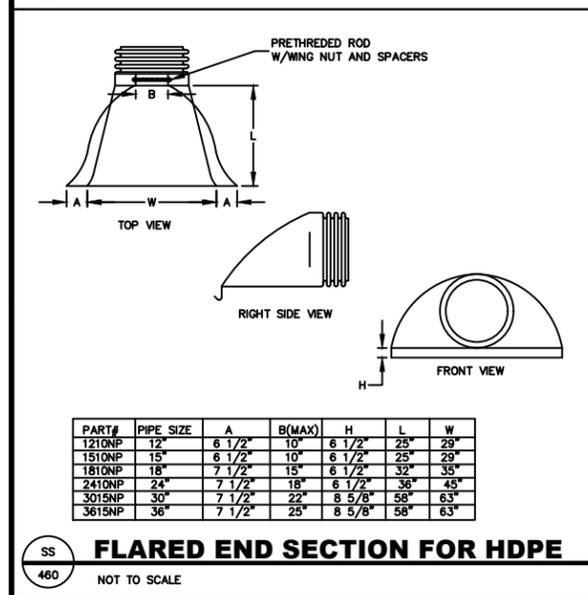
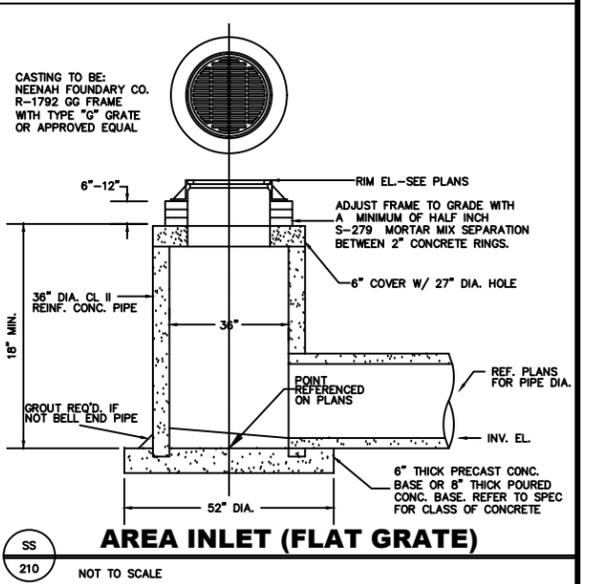
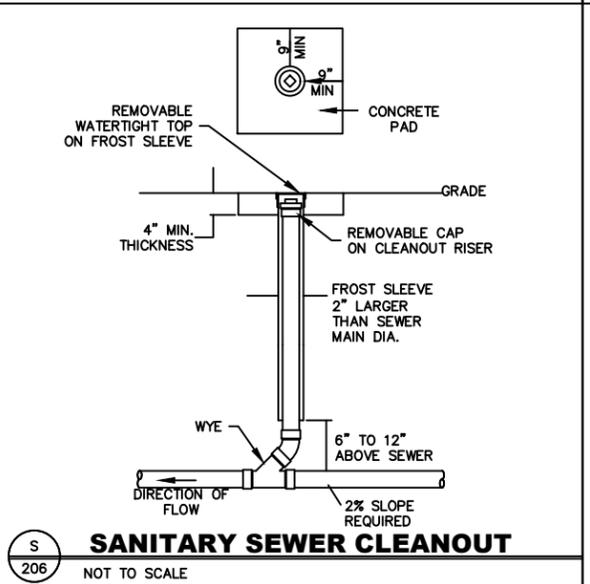
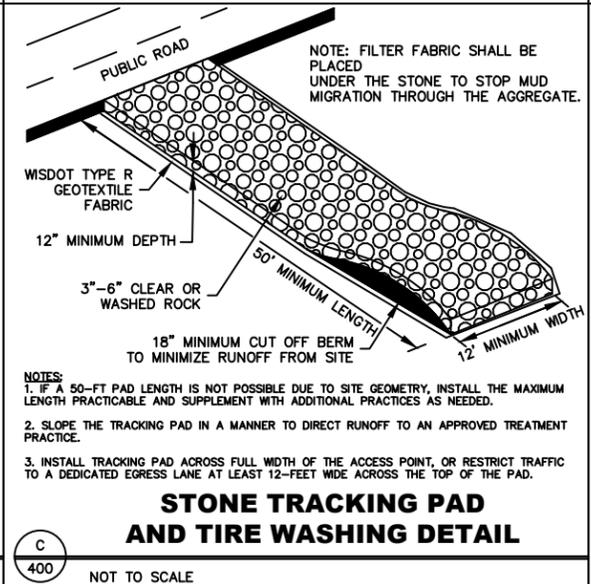
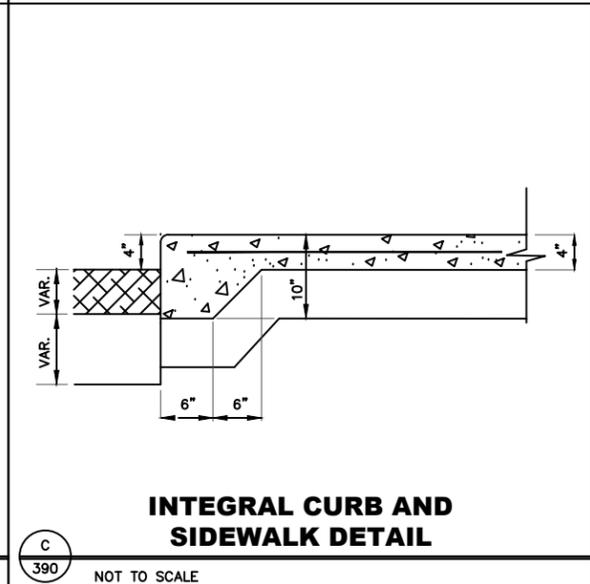
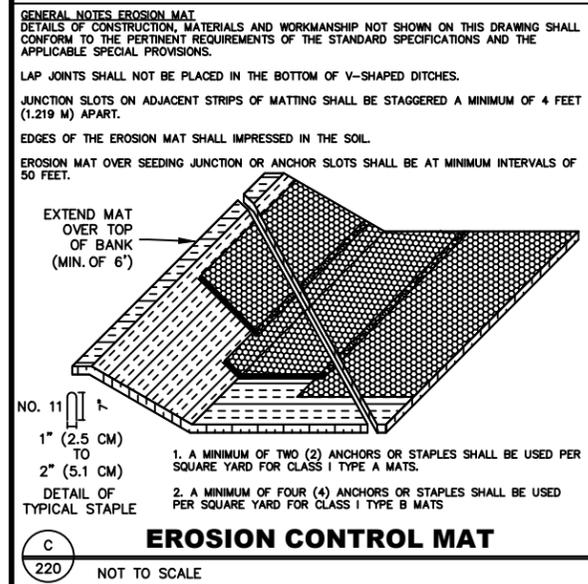
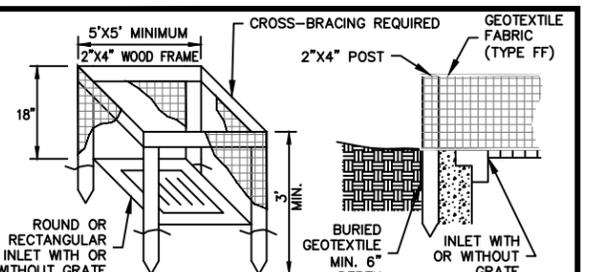
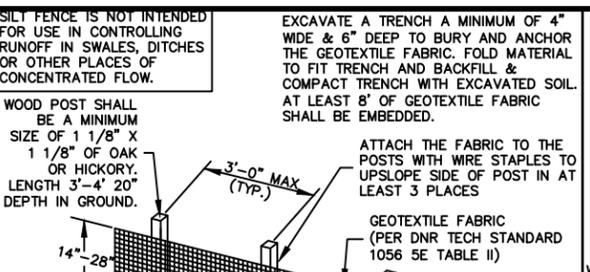
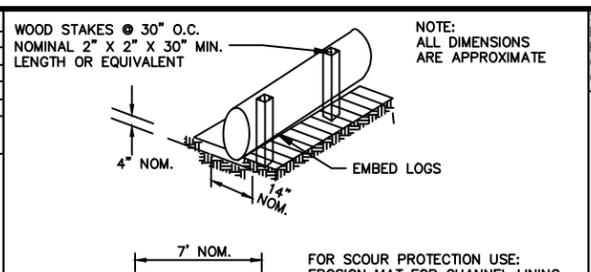
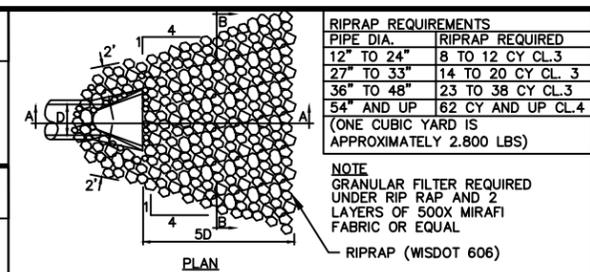
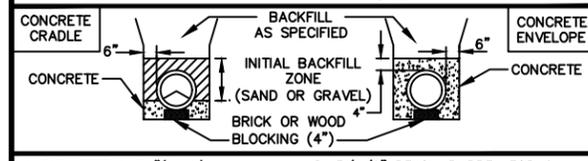
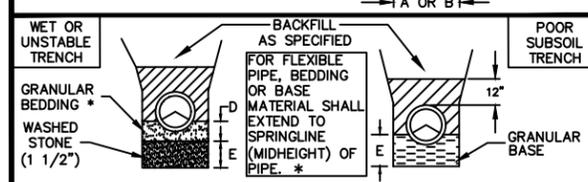
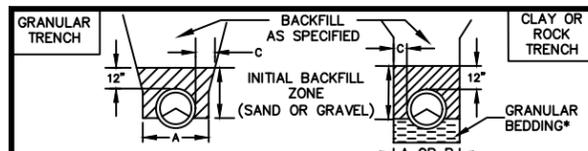
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EROSION CONTROL PLAN

LEGACY IN MOTION STRIP MALL
LEGACY IN MOTION LLC
TRILOGY RD
EAU CLAIRE, WI

DWG NAME 25008 PG5 EROSION	5
DATE 04/2025	6



DOCUMENT NO.

DECLARATION OF COVENANTS,
RESERVATIONS, RESTRICTIONS AND
EASEMENTS FOR
TRILOGY BUSINESS PARK

1251497

TINA K. POMMIER
EAU CLAIRE COUNTY WI
REGISTER OF DEEDS
RECORDED ON

01/17/2024 01:15 PM

REC FEE: 30.00

TRANS FEE:

EXEMPT #:

PAGES: 31

This document was electronically
recorded and returned to submitter

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Dustin F. Von Ruden
Godfrey & Kahn, S.C.
4410 Golf Terrace, Suite 210
Eau Claire, WI 54701

SEE EXHIBIT A

Parcel Identification Number

This instrument was drafted by:

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**DECLARATION OF COVENANTS,
RESERVATIONS, RESTRICTIONS AND EASEMENTS
FOR
TRILOGY BUSINESS PARK**

THIS DECLARATION OF COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS FOR TRILOGY BUSINESS PARK (this “**Declaration**”) is made and established this 16th day of January, 2024, by **Southside EC Properties LLC**, a Wisconsin Limited Liability Company (the “**Declarant**”).

RECITALS:

WHEREAS, Declarant owns that certain land in the Town of Washington, County of Eau Claire, State of Wisconsin, described in the attached **Exhibit A** (the “**Land**”); and

WHEREAS, Declarant desires to develop the Land as a mixed-use project and in connection therewith to establish and maintain high architectural, landscaping and use standards to enhance and maintain its value and reputation, and, accordingly, desires to subject the Land to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of Declarant and all parties hereafter having an interest in the Land.

NOW, THEREFORE, Declarant hereby declares that the Land and all appurtenances and easements thereto (except for dedicated streets and utilities, if any) shall be used, operated, held, leased, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall pass with each parcel of or interest in the Land, as covenants running with the land, and shall apply to and bind all successors in interest, users and owners.

I. NAME: DEFINITIONS: PURPOSE AND INTENT

1.1 **Name**. The Land and all of the development thereon shall be known as the “**Trilogy Business Park**.”

1.2 **Definitions**. The following definitions shall apply to this Declaration.

a. “**Access Drive**” shall be the private drive located in part on Lot 1 and in part on Lot 2, as described and depicted on **Exhibit B** as “Trilogy Circle”, providing vehicular, bicycle and pedestrian ingress and egress to and through the Project from the public road now known as Trilogy Road and providing access to each Site. The Association shall have the right to relocate and make alterations to the layout of the Access Drive, provided that the Access Drive as so altered or relocated continues to provide for the free flow of vehicular, bicycle and pedestrian traffic between each Site and Trilogy Road.

b. “**Access Drive Easement Area**” shall mean those portions of Lot 1 and Lot 2 reserved for the Access Drive depicted on **Exhibit B**.

c. “**Applicable Percentage**” shall mean a fraction, the numerator of which is the number of Sites owned by a Member and the denominator of which is the total number of Sites within the Project.

d. “**Application Plans**” is defined in Section 4.1, hereof.

e. “**Approval**” shall mean the approval of the Association.

f. “**Association**” shall mean the Trilogy Business Park Owners Association, Inc., an incorporated non-stock non-profit Wisconsin corporation formed by Declarant under Section 7.1, hereof.

g. “**Building(s)**” shall mean both the main portion of any building constructed on a Site and all projections and extensions thereof, including, but not limited to, platforms, docks, patios, drive-throughs, eaves, canopies, walls and screens.

h. “**Common Element Expenses**” shall have the meaning set forth in Section 6.2.3, hereof.

i. “**Common Elements**” means the Easement Areas and the Storm Drainage Facilities, Project Wastewater System, Project Signage, Utility Facilities, and all personal property, fixtures (including wells and pumps for ponds), structures, maintenance equipment and other materials constructed, established or maintained by the Association for the maintenance and operation of the Common Elements for the common good of all of the Owners.

j. “**County**” means Eau Claire County, Wisconsin.

k. “**CSM**” means Certified Survey Map No. 3893, recorded on January 12, 2024, with the Register of Deeds for Eau Claire County, Wisconsin, as Document No. 1251414; located in the Northwest ¼ of the Northwest ¼, Section 14, Township 26 North, Range 9 West, Town of Washington, Eau Claire County, Wisconsin; being all of Lot 45 of Trilogy. A copy of the CSM is attached hereto as **Exhibit B**.

l. “**Easement Areas**” shall mean all of the following:

- (i) the Access Drive Easement Area;
- (ii) the Utility Easement Areas;
- (iii) the Storm Water Easement Area
- (iv) the Lot 1 Trail Easement Area;
- (v) the Project Signage Area; and
- (vi) such other areas within a Site over which an easement shall be created in the CSM, Plat of Trilogy, or this Declaration.

All Easement Areas are and shall be perpetual, non-exclusive easements for the benefit of Declarant, Owners and others, as applicable, for the purposes set forth in this Declaration and, where applicable, for the purposes and in accordance with the terms set forth in the CSM creating the Sites.

m. “**Development Agreement**” shall mean that certain Development Agreement, dated September 23, 2019, by and between Declarant and the Town (as defined herein), as the same may be amended and supplemented from time to time, to the extent applicable to the Project.

n. “**Guidelines**” shall mean the development and operation guidelines to be established by the Association, as the same may be modified and amended from time to time by the Board of Directors of the Association, and used by the Board of Directors in evaluating all Application Plans for development within the Project.

o. “**Improvements**” shall mean man-made alterations of the natural condition of a Site, regardless of whether temporary or permanent in character or intended use, including, but not limited to, Buildings or other construction of any kind (whether on, above or below grade) outbuildings, fences, walls, signs, sculptures, fountains, pools, Walkway, exterior lighting and fixtures, antennae, poles, utility installations, grading and landscaping, and all material additions to, deletions from, or alterations of any of the foregoing.

p. “**Land**” is defined in the first Whereas clause set forth above.

q. “**Lot 1**” shall mean Lot 1 of the CSM.

r. “**Lot 1 Trail Easement Area**” shall mean that portion of Lot 1 reserved for the 30’ trail as described and depicted on **Exhibit B** as “30.0’ Trail Easement”.

s. “**Lot 1 Easement Area Improvements**” shall mean all Improvements located within the Lot 1 Trail Easement Area, including the Lot 1 Trail.

t. “**Lot 1 Trail**” shall mean the paths located from time to time within the Lot 1 Trail Easement Areas, as shown on **Exhibit B**, providing pedestrian and bicycle access between the bike path located adjacent to State Highway 93 and the Access Drive or Trilogy Road, as applicable. The Association shall have the right to relocate and make alterations to the layout of the Lot 1 Trail within the Lot 1 Trail Easement Area, provided that the Lot 1 Trail as so altered or relocated continues to provide for the free flow of pedestrian and bicycle traffic between the bike path located adjacent to State Highway 93 and the Access Drive or Trilogy Road, as applicable.

u. “**Lot 2**” shall mean Lot 2 of the CSM.

v. “**Lot 46**” shall mean Lot 46 of the Plat of Trilogy.

w. “**Member**” shall mean a Member of the Association as described in Section 7.1.

x. “**Occupant**” shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building within the Project under an ownership right or any lease, sublease, license, concession or other similar agreement.

y. “**Owner**” shall mean one or more Persons holding record title to the fee interest in a Site, land contract purchasers, and secured parties in possession, and their respective heirs, successors, assigns and personal representatives.

z. “**Permittee**” shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, invitees, licensees, subtenants, and concessionaires thereof insofar as their activities relate to the intended development, use and occupancy of the Project.

aa. “**Person**” shall mean any individual, partnership, firm, association, corporation, trust, or any other form of business or government entity.

bb. “**Plat of Trilogy**” shall mean that certain plat recorded with the Eau Claire County, Wisconsin Register of Deeds, on February 10, 2020 in Volume 13 of Plats, page 89B, as Document No. 1186989.

cc. “**Project**” shall mean the Land to be known as the Trilogy Business Park.

dd. “**Project Signage**” shall mean the Project monument identification signage that may be located by the Declarant and Association from time to time within the building set back areas of a Site. The Owners acknowledge that the location of the Project Signage has not yet been determined and that the Declarant (while the Declarant maintains control under Section 7.3) and/or the Association may designate the location of any Project Signage from time to time by recorded supplement to this Declaration, provided that the Project Signage does not interfere with any building Improvements located upon a Site or access to such building Improvements.

ee. “**Project Signage Area**” shall mean the easement areas within the Project designated by Declarant and/or the Association from time to time for the location of Project Signage.

ff. “**Project Wastewater System**” shall mean the wastewater system serving the Project, as described in Article XI.

gg. “**Site**” shall mean each of Lot 1 and Lot 2 of the CSM and Lot 46 of the Plat of Trilogy. A Site may be further subdivided with the prior written approval of Declarant, so long as Declarant is an Owner, and thereafter with the prior written approval of the Association. Upon any such subdivision, each resulting parcel shall be deemed a “Site” for purposes of this Declaration.

hh. “**Storm Water Drainage Facilities**” shall mean the storm water drainage facilities serving and located upon the Project to be installed on Lot 1 in the area described and depicted on **Exhibit B** as the “Storm Sewer Easement” and initially maintained by Declarant within the Storm Water Drainage Easement Area.

ii. “**Storm Water Easement Area**” means the area depicted as the Storm Water Easement on **Exhibit B** attached hereto.

jj. “**Storm Water Management Practice Maintenance Agreement**” shall mean that certain Storm Water Management Practice Maintenance Agreement by Declarant dated February 1, 2022, and recorded with the Eau Claire County, Wisconsin, Register of Deeds on February 4, 2022, as Document No. 1227129.

kk. “**Town**” shall mean the Town of Washington, Eau Claire County, Wisconsin.

ll. “**Utility**” is defined in Section 3.6.1.

mm. “**Utility Easement Areas**” means all easement areas within the Project designated from time to time by the Plat, CSM, Declarant or Association under Section 3.6 for the installation and operation of Utility Facilities. The Owners acknowledge that the locations of all of the Utility Easement Areas have not yet been determined and that the Declarant (while the Declarant maintains control under Section 7.3), and thereafter by the Association, may designate the location of any Utility Easement Areas from time to time by recorded supplement to this Declaration, provided that the Utility Easement Areas do not interfere with any building Improvements located upon a Site or access to such building Improvements..

nn. “**Utility Facilities**” is defined in Section 3.6.1.

oo. “**Visually Screened**” shall mean the visual interruption of substantially all of the ground level view of an area or object.

1.3 **Purpose and Intent.** The general purpose and intent of this Declaration is to insure that the Project will at all times be a distinguished setting for a mixed-use, retail, medical, hospitality and office project and other related uses as set forth herein, and in furtherance thereof to:

a. Protect and enhance the property values and investments of businesses located within the Project through the encouragement of development which is well planned and maintained in a quality manner;

b. Create an attractive and efficient mixed-use environment through sound land use, planning and design standards;

c. Insure harmonious relationships within the Project, including architecture, landscaping and signage;

d. Encourage imaginative and innovative planning which preserves valuable natural resources and produces a high standard of architectural design;

e. Create economic efficiencies in the operation of the Common Elements;

- f. Provide access and use easements for the benefit of the Project; and
- g. Insure the operation and maintenance of the Project in a manner consistent with the purposes just described.

II. PERMITTED AND PROHIBITED USES

2.1 **Permitted Uses; Prior Approval.** The Land may be used for office, retail, medical, hospitality and related commercial uses consistent with the purposes and intent of Declarant and this Declaration that the Land be developed as a first-class mixed-use development in compliance with all applicable zoning ordinances and regulations of the Town. Declarant or the Association, as applicable, shall have discretion to permit or deny any proposed use of the Land to provide for development that is consistent with the purpose and intent of Declarant in developing the Project as a first-class mixed-use development. Any proposed use of the Land by any Owner or Occupant must first be approved in writing by Declarant or the Association as provided in Section 4.1 hereof.

2.2 **Prohibited Uses.** No part of the Project may be used for any use which is obnoxious to, or out of harmony with, the development and operation of the Project as a first-class mixed-use development, including, but not limited to the uses identified on **Exhibit C** attached hereto, subject to the terms and provisions of **Exhibit C**. The Owners acknowledge that the Declarant (while the Declarant maintains control under Section 7.3) and/or the Association may amend the prohibited uses from time to time by recorded supplement to this Declaration, provided that any new prohibited uses shall not interfere with any existing use of the Land that was already approved in writing by Declarant or the Association as provided in Section 4.1 hereof.

2.3 **Nuisance.** No noxious or offensive odors, fumes, dust, smoke, noise, vibration, pollution, glare or noxious or offensive trade or activity, whether or not permitted by applicable zoning, shall be carried on within the Project, nor shall anything be done which is or may become an annoyance or nuisance to adjacent Sites or their Occupants, or which is inconsistent with this Declaration or other governmental or private restrictions applicable to the Project. Violations of this Declaration shall constitute a nuisance.

2.4 **Hazardous Use.** Notwithstanding anything to the contrary in this Declaration or applicable zoning regulations, no storage of hazardous or toxic waste (except for temporary storage in the ordinary course of business pending periodic disposition in compliance with applicable laws and regulations), or discharge of such waste into the sanitary sewer system or surface drainage system shall be permitted within the Project.

III. DESIGN STANDARDS

3.1 **General.** All Sites within the Project shall be improved in accordance with the design standards set forth in this Declaration and in conformance with all applicable laws, codes and regulations.

3.2 **Site Standards.** Sites shall be improved in accordance with the standards set forth in this Section 3.2.

3.2.1. **Setback.** All Sites shall be improved in compliance with local zoning ordinances.

3.2.2. **Driveways and Parking.**

a. All driveways connecting a Site to the Access Drive shall be at locations and designed to standards approved by the Declarant or Association, as applicable.

b. Any exterior parking areas shall be at locations and include design components approved by the Declarant or Association, as applicable.

c. All loading docks and service areas shall be located within the interior of each Site and screened from public view in accordance with design plans approved by the Declarant or Association, as applicable, except as expressly permitted otherwise by the Declarant or Association, as applicable.

3.3 **Building Design.**

3.3.1. **General.** Each Building within any Site shall have the appearance and quality of a Class A building. All Buildings shall be designed by an architect registered and licensed to practice in the State of Wisconsin. All Building designs shall reflect the purpose and intent of this Declaration as set forth in Section 1.3.

3.3.2. **Exterior Materials.** Exterior walls shall be comprised of masonry materials, stone veneer and/or glass. Other materials of comparable appearance and durability may be permitted subject to the Guidelines and if approved by the Association in its sole discretion.

3.3.3. **Screening.** All mechanical equipment, utility enclosures, antennas and other roof-top and ground mounted protrusions shall be Visually Screened from view of adjacent Sites, public roadways and the Access Drive.

3.3.4. **Towers and Antennas.** Except for (i) rooftop items approved by the Association and Visually Screened in conformance with this Declaration, all roof-top, tower mounted, freestanding or other external antennas, towers, satellite dishes and related devices for the transmission or reception of electronic signals shall be prohibited.

3.4 **Lighting Standards.**

3.4.1. **Equipment.** All exterior lighting fixtures, standards and other equipment shall be comprised of materials which are architecturally neutral in daytime appearance. Luminaries must provide for concealed source cut-off.

3.4.2. **Illumination.** All lighting equipment shall be designed to provide uniform illumination with a low glare factor. Lighting equipment shall not be placed or operated in a manner that will cause glare or excessive light spillage onto adjacent Sites or roadways.

3.4.3. **Hours.** Hours of operation for display lighting may be set by the Association, in its discretion.

3.5 **Signage.**

3.5.1. **General.** All Signs shall be constructed, installed, maintained and operated in conformance with all applicable governmental codes and regulations.

3.5.2. **Temporary Signs.** Temporary project announcement and construction signs are permitted subject to approval by the Association and any applicable governmental rules, regulations, ordinances or laws. Temporary signs shall be removed within twenty (20) days after the substantial completion of the work to which they relate.

3.5.3. **Sign Maintenance.** All signs on a Site (excluding Project Signage), together with their supports, braces, anchors and landscaping treatments, shall be properly maintained with respect to appearance, function, structure and electrical features at all times by the Owner of the Site on which the sign is located. Project Signage shall be maintained by the Association.

3.6 **Utility Installation.**

3.6.1. **Easements.** Declarant hereby reserves the right for itself, so long as the Declarant owns any portion of the Land, and for the Association, throughout the term of this Declaration, to grant and convey from time to time, to the Association and to any governmental agency or any public or private utility company (a "**Utility**"), for the benefit of the Association and the Utility, over and across the Project, a permanent, non-exclusive easement for the construction, installation, maintenance and replacement of transformers and other equipment located within the building setback areas of each Site as determined from time to time by Declarant (while Declarant maintains control under Section 7.3) and the Association ("**Transformer Area**"), and any line, lateral, conduit, swale or other improvement intended to furnish or convey any utility service (including without limitation, sanitary and storm sewer, water, gas, electric and picture or data transmission cable), or for the purposes of managing or facilitating the drainage of storm and surface water within and through the Project ("**Utility Facilities**"); provided that all Utility Facilities other than the Transformers and other equipment located within the Transformer Area shall be located below grade.

3.6.2. **Connections.** All lines, laterals and other utility or service connections shall be installed underground. No transformer or meter of any kind shall be located upon any pole or attached to the exterior of any Building. All transformers and meters shall be located upon or below the surface of any Site, and where placed on the surface, shall be Visually Screened as provided in this Declaration. The Association may grant variances to the provisions of this Section 3.6.2.

3.7 **Storage.** No outdoor storage of waste or recycling containers or any articles, goods, materials, finished or semi-finished products, incinerators, storage tanks, or any other item shall be permitted without the written approval of the Association.

3.8 **Fencing**. No fences shall be constructed on any Site without the written approval of the Association, which may be granted or withheld in its sole discretion. Fencing, where permitted, shall be solely for purposes of screening, security and landscape enhancement. Fencing shall be constructed only of permanent materials such as pressure-treated wood, masonry, or metal, and must be approved by the Association in every instance before installation. Plantings shall be provided along all fencing where such fencing is visible from any public street or the Access Drive.

3.9 **Temporary Structures**. No temporary structures or trailers are permitted without prior written approval of the Association, which may be granted or withheld in its sole discretion, except those belonging to construction companies during periods of construction and located within designated staging areas designated by the Association.

3.10 **Ancillary Structures**. No water tower, storage tank, processing equipment, telecommunications equipment, cooling tower, satellite disks or other ancillary structure or outside equipment shall be constructed, erected or placed in the Project without the written approval of the Association. Notwithstanding anything to the contrary, solar panel systems and related ancillary equipment may be constructed, erected and placed within the Project with the prior written consent of the Association, which consent shall not be unreasonably withheld.

IV. ASSOCIATION REVIEW

4.1 **Application Procedures**. Prior to constructing, expanding or altering of the shape, size or appearance of any Building or other Improvement in the Project, or changing the use of any existing Building or Site, the Owner shall submit to the Association for approval Site and Building plans and a written description of use and operations (the “**Application Plans**”). Each Owner shall obtain the services of an architect and/or an engineer in the development of the Application Plans and shall meet with a representative of the Association prior to preparation and submittal of the Application Plans. No Building or other Improvement shall be constructed, altered, or placed upon any Site until the appropriate Application Plans shall have been first approved in writing by the Association. Notwithstanding anything contained herein to the contrary, no Building or Site shall be used or operated by any Owner or Occupant for any purpose that is not first approved in writing by the Declarant or the Association, such approval not to be unreasonably withheld, conditioned or delayed.

All plans submitted shall include the preparer’s name, the date of preparation and the dates of any revisions. Any revisions to approved Application Plans must be approved in writing by the Association.

4.2 **Variance**. Upon written application to it, the Association shall have the authority to waive or vary the restrictive covenants set forth in this Declaration when such waiver or variance is consistent with the purposes of this Declaration and where exact adherence to a specified standard will create an undue burden on the Owner of the affected Site. Such waivers or variances shall be in writing.

4.3 **Guidelines.** In order to assist Owners in complying with this Declaration, the Association may publish guidelines (“**Guidelines**”) from time to time. The Guidelines may pertain to any matters included within the scope of review described in Section 4.1 above. The Guidelines may be updated at any time, in the sole discretion of the Association, to reflect developments in applicable technology or to include changes deemed necessary or advisable, and shall be available to any Owner upon request. To the extent such Guidelines are published, approval of Application Plans by the Association shall be in accordance with the Guidelines as updated from time to time. However, the Guidelines shall not constitute amendments or modifications of this Declaration, and in the event of any conflict or inconsistency, this Declaration shall control.

4.4 **Work.** All work upon a Site in connection with Improvements shall be in conformance with the Application Plans approved by the Association and in conformance with the requirements set forth herein. Any material changes in the plans, specifications or other materials in the Application Plans approved by the Association shall require separate approval pursuant to the procedures provided herein.

4.5 **Owner’s Responsibilities.** Notwithstanding the reviews and approvals made or required under this Declaration, each Owner has the responsibility for selecting and hiring its own architect or other design professionals, construction contractors, subcontractors, material suppliers, inspection professionals and other parties associated with Site development and all work in connection with Improvements and the Declarant and all members of the Board of Directors of the Association shall have no responsibility whatsoever for such parties or for the quality or suitability of any design, materials or workmanship, it being understood that the function of the Declarant and members of the Board of Directors of the Association is solely to attempt to ensure compliance with the requirements of this Declaration and the intent thereof, and that no Owner shall be entitled to rely upon any such reviews or approvals for any reason other than the fact that they indicate the satisfaction of a requirement of this Article IV.

V. DECLARATION OF EASEMENTS

5.1 Declaration of Easements.

5.1.1. **Storm Water Management** The Plat of Trilogy established stormwater easements for the benefit of all lots, including Lots 1, 2 and 46. In addition to the foregoing, Declarant hereby creates, establishes and grants to the Owners, for the benefit of all Sites, a permanent, non-exclusive right and easement in, over and upon the Project for the drainage of surface waters either (a) by natural flow from unimproved property to other unimproved property, (b) by sheet flow from each Site to the Storm Water Drainage Facilities, or (c) through the Storm Water Drainage Facilities to the Storm Water Easement Area, as same may be relocated from time to time in accordance with this Declaration.

5.1.2. **Utilities.** Declarant creates, establishes and grants to the Owners, for the benefit of all Sites, a permanent, non-exclusive right and easement in, over and upon the Utility Easement Areas for the construction, installation, operation, maintenance, repair and replacement of all Utility Facilities for the Project and all Buildings located herein,

together with the right of all benefitted Owners and each benefitted Utility to enter upon such Easement Areas as may be reasonable necessary to construct, install, operate, maintain, repair and replace the Utility Facilities; provided that any such entry shall not unreasonably interfere with the normal use and operation of each Site. Declarant and the Association may, from time to time, designate the specific location of Utility Easement Areas and may relocate such Utility Easement Areas by recording a supplement to this Declaration. The operation, maintenance, repair and replacement of Utility Facilities exclusively servicing one Site shall be the responsibility of the Owner of that Site. The operation, maintenance, repair and replacement of Utility Facilities serving more than one Site shall be the initial responsibility of the Association, with the cost of such work passed back to the benefitted Owners on an equitable basis determined by the Board of Directors of the Association.

5.1.3. **Access Drive.** Declarant creates, establishes and grants to the Owners, for the benefit of all Sites and their Occupants and Permittees, and to the general public, a permanent, non-exclusive right and easement in, over and upon the Access Drive located within the Access Drive Easement Area for pedestrian, bicycle and vehicular ingress and egress between each Site and Trilogy Road. The initial construction and installation of the Access Drive and other Common Elements within the Access Drive Easement Area shall be the responsibility of Declarant, which shall be at Declarant's sole cost and expense. The operation, maintenance, repair and replacement of the Access Drive Easement Area and all Common Elements Improvements therein shall be the responsibility of the Association. The Association shall have the right to temporarily close portions of the Access Drive Easement Area for maintenance or repair, or to avoid the acquisition of adverse or prescriptive rights or for security purposes. The Owners acknowledge that the location of the Access Drive on **Exhibit B** serves only as an example and is not intended to be a definite depiction of the location of the Access Drive and that the Declarant, during its period of control set forth in Section 7.3, and the Association may relocate the Access Drive within the Access Drive Easement Area. The Association shall have the right to establish and enforce reasonable rules and regulations for the use of the Access Drive Easement Area to ensure public health and safety, to ensure the free flow of vehicular, bicycle and pedestrian traffic within the Project; provided that the Association shall use its good faith, commercially reasonable efforts to minimize any disruption of access to each Site over the Access Drive Easement Area.

5.1.4. **Lot 1 Trail.** Declarant creates, establishes and grants to the Owners, for the benefit of all Sites and their Occupants and Permittees, and to the general public, a permanent, non-exclusive right and easement in, over and upon the Lot 1 Trail located within the Lot 1 Trail Easement Area for pedestrian and bicycle ingress and egress between each Site and the bike path located adjacent to State Highway 93. The initial construction and installation of the Lot 1 Trail and other Common Elements within the Lot 1 Trail Easement Area shall be the responsibility of Declarant, which shall be at Declarant's sole cost and expense. The operation, maintenance, repair and replacement of the Lot 1 Trail Easement Area and all Common Elements Improvements therein shall be the responsibility of the Association. The Association shall have the right to temporarily close portions of the Lot 1 Trail Easement Area for maintenance or repair, or to avoid the acquisition of adverse or prescriptive rights or for security purposes. The Owners acknowledge that the

location of the Lot 1 Trail on **Exhibit B** serves only as an example and is not intended to be a definite depiction of the location of the Lot 1 Trail and that the Declarant, during its period of control set forth in Section 7.3, and the Association may relocate the Lot 1 Trail within the Lot 1 Trail Easement Area. The Association shall have the right to establish and enforce reasonable rules and regulations for the use of the Lot 1 Trail Easement Area to ensure public health and safety, to ensure the free flow of bicycle and pedestrian traffic within the Project.

5.1.5. **Project Signage.** Declarant creates, establishes and grants to the Association, for the benefit of all Sites, a permanent, non-exclusive right and easement in, over and upon the building setback areas of each Site hereafter designated by Declarant (while Declarant maintains control under Section 7.3) and the Association for the construction, installation, operation, maintenance, repair and replacement of the Project Signage, together with the right of all Owners to enter upon such Easement Areas as may be reasonably necessary to construct, install, operate, maintain, repair and replace the Project Signage; provided that any such entry shall not unreasonably interfere with the normal use and operation of such Site by its Owner and its Occupants. The initial construction and installation of the Project Signage shall be the responsibility of Declarant, at Declarant's sole cost and expense without reimbursement from the Association. The operation, maintenance, repair and replacement of the Project Signage shall be the responsibility of the Association. Notwithstanding the foregoing, each Owner or Occupant having signage on the Project Signage shall be responsible for the cost of production and installation of any sign panels on the Project Signage. The Declarant shall initially determine the names and placement of names on the Project Signage. At such time as the Declarant no longer controls the Association, the names and placement of names on the Project Signage shall be determined by the Board of Directors of the Association. Project Signage shall not include exterior signage on each Building, which Building signage shall be the sole responsibility of each Owner.

5.2 **Delegation of Declarant's Rights and Obligations/Conveyance of Common Elements.** Declarant reserves the right to delegate to any Owner of a Site, by recording with the Register of Deeds for Eau Claire County a formal notice of delegation of rights and responsibilities, all rights and obligations of Declarant hereunder and to thereafter perform all of Declarant's obligations imposed on Declarant hereunder and enforce all powers and rights afforded Declarant hereunder; provided, however, Declarant shall not have the right to delegate the rights and obligations of Declarant hereunder until after Declarant has completed its initial construction obligations under Section 6.3 of this Declaration. Declarant shall transfer and convey all Common Elements owned by Declarant to the Association by quit claim deed or bill of sale within thirty (30) days after the earlier to occur of (i) the date of termination of Declarant's control under Section 7.3, hereof; or (ii) Declarant's delegation of rights and responsibilities to an Owner as set forth above; or (iii) at such earlier date as may be determined by Declarant.

5.3 **Damage to or Destruction of Easement Areas.** If any portion of the Easement Areas is damaged or destroyed by an Owner or by any of the Owner's Occupants and Permittees, in excess of usual, ordinary, reasonable wear and tear, that Owner (the "**Breaching Owner**") shall be responsible for the costs of repairs deemed necessary by the

Association to the extent such damage is not covered by insurance carried by the Association. The Breaching Owner shall reimburse the Association for all uninsured costs and expenses of such repair work within thirty (30) days of receipt of written demand by the Association.

5.4 **Insurance.** The Association shall from time to time maintain insurance insuring the Common Elements, in such amounts, and upon such terms and conditions as the Association may deem commercially reasonable and prudent and the cost of any such insurance shall be included in the Common Element Expenses and included in the general annual assessment therefor.

VI. MAINTENANCE AND OPERATION; INITIAL CONSTRUCTION OBLIGATIONS

6.1 Site Maintenance.

6.1.1. **General.** Subject to Section 6.2 and Article XI, the Owner of each Site shall have the duty and responsibility for keeping its Site, and all Buildings, Improvements and appurtenances thereon, in a well-maintained, safe, clean and attractive condition at all times. Such duties shall include, without limitation, maintenance, repair and replacement of all Buildings, signs and light fixtures; storage and removal of all refuse materials; maintenance, repair and replacement of all parking areas and drives, including striping and other pavement graphics located on the Site and the removal of snow and ice from the Site; and compliance with all provisions of the Development Agreement to the extent such provisions apply to individual Sites that are not the responsibility of the Declarant or the Association.

6.1.2. **During Construction.** During the construction, renovation or repair of any Improvement upon a Site, including any grading or other land disturbing activities, the Site shall at all times be maintained in a clean and safe condition. All construction staging and materials, construction dumpsters and parking of construction vehicles within the Project shall be confined within fenced and/or screened enclosures at locations approved by the Association. All soils, debris, sedimentation and other material originating on the Site shall be promptly removed from drives or roadways.

6.1.3. **Parking.** Any vehicular parking upon a Site shall be limited to the specific areas designated for vehicular parking pursuant to the Application Plans approved by the Association.

6.1.4. **Landscaping.** All landscaping on a Site shall be installed prior to occupancy of any Building on the Site (subject to delay due to seasonal conditions) and maintained by the Owner of that Site, including, without limitation, lawn mowing and lawn maintenance (including weed control and the replacement of dead or damaged plant material and the maintenance of drainage ways, including the removal of obstructions and abatement of soil erosion).

6.2 **Maintenance Obligation of Association.**

6.2.1. **Maintenance and Repair.** The Association shall keep the Common Elements in a well-maintained, safe, clean and attractive condition at all times and shall make all necessary or required repairs and replacements to the Common Elements.

6.2.2. **Assessments.** Each Owner shall be responsible for paying all assessments for Common Element Expenses incurred by the Association under Section 6.2.1 as part of the annual assessment, and may be subject to additional assessments determined to be necessary by the Association, all as set forth under Article IX.

6.2.3. **Common Element Expenses.** “**Common Element Expenses**” as used herein shall mean all sums expended or obligations incurred by the Association with respect to the operation, management, maintenance, repair and replacement of the Common Elements, whether or not now foreseen, determined on an accrual basis (including reasonably foreseeable expenditures not occurring annually), including, but not limited to, real estate taxes, special and/or area assessments and charges (or any substitutes hereafter collected by any governmental authority or assessment district in lieu thereof or in addition thereto whether based on the value of the Common Elements, cost of services, rent paid or received or otherwise) and any costs of seeking or obtaining a reduction or refund thereof; assessments and/or charges under any covenants and/or easements; salaries, fringe benefits and related costs of employees engaged on site in operation, maintenance or security as well as costs of retaining third parties to perform any such work; general liability and property insurance covering hazards, casualties and potential losses with respect to the Common Elements; license, permit and inspection fees; administrative and/or management fees payable to third parties and/or to Declarant or its affiliates; auditors’ fees and legal fees; internal accounting and administrative services; materials and supplies, including charges for telephone, telegraph, postage and supplies; repairs, maintenance and replacements respecting the Common Elements, including costs of materials, supplies, tools and equipment used in connection therewith and including the removal of snow and ice and repaving of the Access Drive, replanting of landscaped areas and replacing Common Element Improvements; cost of services including lighting and other utilities provided to the Easement Areas; costs of security patrols and parking monitoring; costs of implementing and managing the Development Agreement and Storm Water Management Practice Maintenance Agreement for the Project approved by the Town; designing, maintaining and managing a Project website and such other marketing activities for the Project adopted from time to time by the Board of Directors for the Association; all costs of the Association incurred under the Development Agreement; and all other expenses and costs necessary or desirable to be incurred for the purpose of operating and maintaining the Common Elements, whether or not similar to the foregoing.

6.3 **Initial Construction Obligations of Declarant.** The initial construction and installation of the Common Elements, including, without limitation, the Storm Drainage Facilities, the Utility Facilities, and the Project Signage, shall be the responsibility of Declarant, which shall be at Declarant’s sole cost and expense without reimbursement from the Association.

VII. ASSOCIATION

7.1 **Formation and Function.** On or before the date on which Declarant control ends pursuant to Section 7.3 below, the Declarant shall incorporate a Wisconsin non-profit, non-stock corporation to be known as **Trilogy Business Park Association, Inc.** Each Owner of any portion of Lots 1, 2 and 46 (as may be subdivided as provided in this Declaration) shall be a Member of the Association. The Association, through its Board of Directors, will be responsible for enforcing these covenants, implementing, maintaining and managing the Development Agreement, maintaining any Common Elements in the Project, complying with all obligations of the Land and Owners under the Development Agreement with respect to all Common Elements and acting as the “Association” for the Owners, and generally administering the Association.

7.2 **Board of Directors.** The Association will be governed by a board of three (3) directors (the “**Directors**”) who will initially be designated by the Declarant. The qualifications, election and duties of Directors shall be as set forth in the By-Laws of the Association. The Board of Directors may hire a professional manager or management company to manage the day-to-day operations and obligations of the Association, and the cost of such manager shall be included in the Common Element Expenses of the Association paid via general assessment as provided below.

7.3 **Declarant Control.** Notwithstanding any other provisions contained in the By-Laws, Declarant and its successors and assigns shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of: (a) four (4) years after the first conveyance of a Site by Declarant to another party; (b) thirty (30) days after the conveyance of all Sites in the Project such that Declarant no longer owns any Site; or (c) such earlier time as may be determined by Declarant. Notwithstanding the foregoing or anything to the contrary contained herein, until the earlier of (i) the date on which Declarant no longer owns any Site; or (ii) January 1, 2028, Declarant shall have the sole right of approval over all matter hereunder and any provision requiring the consent of the Association or Board of Directors shall mean the sole approval of Declarant. Each Owner of a Site in the Project shall be deemed by acceptance of any deed or ground lease to any Site to agree, approve and consent to the right of Declarant to so control the Association.

7.4 **Membership and Voting.**

a. Each Owner of a Lot shall automatically become a Member of the Association. The membership in the Association appurtenant to each Site shall be owned jointly and severally by all co-Owners of the applicable Site, regardless of the form of ownership interest.

b. If there is more than one (1) Owner of a Site, the Owners shall designate one (1) co-Owner to vote and otherwise exercise all of the rights of the membership appurtenant to such Site. The votes appurtenant to a Site shall not be divided. If more than one co-Owner attempts to vote, the right to vote on the matter in question shall be forfeited as to the applicable Site.

c. Association membership and voting rights shall be appurtenant to each applicable Site and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Site, and then only to the transferee. Membership and voting rights may not be retained when an Owner transfers its interest in a Site, and any attempt to do so shall be null and void.

d. With respect to matters to be voted upon by the Association membership, each Member shall have a percentage vote equal to that Member's Applicable Percentage. When a percentage vote is required under this Declaration, the Applicable Percentages of all Members voting in favor of the proposal shall be totaled in determining whether the percentage requirement has been met.

VIII. ENFORCEMENT

8.1 **General.** The Board of Directors of the Association shall take such actions as it deems necessary to enforce the provisions of this Declaration, including, without limitation seeking injunctive relief, specific performance or damages, and any party who violates the provisions of this Declaration, and the Owner of the Site on which such violation occurs, shall be jointly and severally liable for such violation, whether it was intentional or negligent, and shall indemnify Declarant, the Association and every other Owner against any and all loss, liability, damage and costs arising from such violation, including reasonable attorneys' fees.

8.2 **Association May Levy Fines.** The Association may levy fines for continuing or flagrant violations of this Declaration. Fines shall not exceed \$500 per violation or per day of continuing violation, until such time as a different fine schedule is adopted by the Board of Directors. Fines shall be assessed by written notice from the Board of Directors. Fines for continuing violations shall not commence earlier than forty-eight (48) hours after delivery of written notice of the violation to the Owner. Such fines and penalties, if they remain unpaid for thirty (30) days, shall become a lien against the Site and may be collected pursuant to the procedures set forth in Article IX below.

8.3 **Right to Act on Owner's Behalf.** In the event any Owner fails to comply with any term or covenant of this Declaration, as determined by the Board of Directors in their discretion, the Association shall have the right to give such Owner written notice and such Owner shall, within fifteen (15) days of such notice, undertake and diligently and continuously pursue the cure of said failure in accordance with the notice and this Declaration. In the event that such Owner fails to cure the condition after notice, the Association shall have the right and power, but not the obligation, to enter upon the Site and to perform such work, maintenance or other activities as it deems necessary or desirable to cure the violation. If the Association performs the work, and the cost of the work remains unpaid for thirty (30) days after the Owner is billed therefor, such charges, together with any attorneys' fees and other costs of enforcement, shall become a lien against the Site and may be collected pursuant to the procedures set forth in Article IX.

IX. ASSESSMENTS

9.1 General Annual Assessment.

a. All Sites and the Owners thereof shall be subject to a general annual assessment, determined and levied by the Association, for the purpose of paying the costs and expenses incurred by the Association in performing its maintenance and repair obligations under this Declaration and any unreimbursed costs of enforcement of this Declaration. The Association on or about November 15 of each year shall prepare an annual budget and shall determine a general annual assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Association for the ensuing year. The proposed annual budget shall be submitted to the Owners in writing at least fifteen (15) days prior to the first billing for assessments.

b. The general annual assessment shall be allocated and prorated among the Members in proportion to their respective Applicable Percentages and shall be paid at the time and in the manner determined by the Association, which time shall not be sooner than thirty (30) days after the date the annual budget shall have been submitted to the Members.

c. Notwithstanding anything contained herein to the contrary, no Owner of any portion of Lot 46 shall be assessed for any cost or expense incurred by the Association in operating, maintaining, repairing or replacing the Access Drive, or any portion thereof. All costs related to the Access Drive shall be allocated and prorated among the Owners of Lot 1 and Lot 2 in proportion to their respective Applicable Percentages when calculated without the inclusion of the Owner(s) of Lot 46.

9.2 **Special Assessments.** Each Site and the Members thereof shall be subject to special assessment by the Association to cover all or any part of any extraordinary expenses incurred by the Association in operating, managing, maintaining, repairing and replacing the Common Elements, but not included in the annual budget. Such special assessments shall be allocated among the Owners in proportion of their respective Applicable Percentages. Special assessments shall be due and payable sixty (60) days after the date of the Owner's receipt of written invoice for such expense. The Association shall further have the right to levy assessments against individual Sites for any costs of enforcement (including attorneys' fees) incurred under this Article IX or for costs specifically allocable to said Site under the terms of this Declaration.

9.3 **Collection and Enforcement.** The right to collect or enforce the collection of any charges, assessments, special assessments or fines assessed under this Declaration, is hereby delegated exclusively to the Association. The Owners shall be obligated to pay such charges, assessments, special assessments or fines, when due, and such charges, assessments, special assessments or fines shall also be and constitute a lien until paid, against the Site to which charged. All charges, assessments, special assessments or fines levied hereunder which are unpaid when due shall bear interest from such due date at a rate equal to four hundred (400) basis points over the annual prime interest rate reported in The Wall Street Journal, or if The Wall Street Journal is unavailable, the prime interest rate reported in a similar publication selected by the Board of Directors, until paid in full; provided, however, that the

interest rate shall not be more than the highest rate permitted by law, nor less than twelve percent (12%) per annum (“**Interest**”). The Association shall have a lien for the amount of Interest and underlying assessment or fine as set forth under Section 9.4.

9.4 **Lien Against Site**. In the event that any assessment or fine levied against any Site hereunder remains unpaid for a period of sixty (60) days from the date due, Association may, in its discretion, file an action to collect the amount due, or a claim pursuant to Section 779.70(4) of the Wisconsin Statutes (or its successor statute) for a lien against such Site at any time within six (6) months from the date of the assessment or fine was levied, or such later date as may then be permitted under the Wisconsin Statutes. The resulting lien may be enforced by foreclosure proceedings brought by the Association. Any such foreclosure action shall be brought in the same manner as an action to foreclose a real estate mortgage, and there shall be added to the amount due the costs of legal proceedings and Interest, together with attorneys’ fees.

9.5 **Subordination of Lien**. Any lien upon a Site securing unpaid charges, assessments, fines or special assessments arising hereunder shall be subject to and subordinate to the lien of any first mortgage upon such Site when the mortgage is executed or recorded prior to the creation of such lien. Nothing herein contained shall prevent or impede the collection of lawful charges, assessments and taxes by the Town.

X. INSURANCE

10.1 **Owner Insurance**. Each Owner shall cause to be procured and maintained commercial general public liability insurance with a combined single limit of no less than \$3,000,000.00 on an occurrence basis, which policy or policies shall:

- a. name as additional insured the Association and its management agent;
- b. be written by solvent insurance companies licensed in the State of Wisconsin;
- c. provide that such policy or policies may not be canceled by the insurer without first giving the Association at least thirty (30) days prior written notice;
- d. protect and insure the parties designated in (a) above on account of any loss or damage arising from injury or death to persons or damage or destruction to property caused or related to or occurring on (i) any such Site; (ii) any construction or reconstruction that any Owner may perform in connection with such Owner’s Site; and (iii) any act or omission of such Owner and its respective agents, employees, licensees, invitees or contractors on any portion of such Site; and
- e. include contractual liability coverage insuring the indemnity obligations provided for herein.

Each Owner shall also keep any Building Improvements located on its Site insured in an amount equivalent to the full replacement value thereof against loss or damage by fire and such other risks of a similar or dissimilar nature customarily covered with respect to buildings and improvements

similar in construction, general location, use, occupancy and design to such Building Improvements.

Each Owner shall deliver binders or certificates of such policies to Declarant, the Association, and to each other Owner upon demand.

10.2 **Association Insurance.** The Association shall cause to be procured and maintained commercial general public liability insurance with a combined single limit of no less than \$3,000,000 on an occurrence basis, which policy or policies shall:

- a. Name as additional insured the Association's management agent, if applicable, and each Owner;
- b. Be written by a solvent insurance company that is licensed in the State of Wisconsin;
- c. Provide that such policy or policies may not be cancelled by the insurer without first giving the additional insureds at least thirty (30) days prior written notice; and
- d. Protect and insure the parties designated in (a), above, on account of any loss or damage arising from injury or death to persons or damage or destruction to property caused or related to or occurring on (i) the Common Elements; (ii) any construction or reconstruction that the Association may perform in connection with the Association's management and operation of the Common Elements; and (iii) any act or omission of the Association and its agents, employees, licensees, invitees or contractors on any portion of the Common Elements.

The Association shall also keep any Improvements included in the Common Elements insured in an amount deemed appropriate by the Board of Directors of the Association against loss or damage by fire and such other risk of a similar or dissimilar nature customarily covered with respect to Improvements similar in construction, general location, use, occupancy and design to such Improvements.

Upon request, the Association shall deliver binders or certificates of such policies and confirmation of the cost of obtaining such insurance coverages and the allocation of such cost to each Site to each Owner upon demand.

XI. PROJECT WASTEWATER SYSTEM

11.1 **General.** Declarant has chosen to install the Project Wastewater System, which is a municipal style collection system which conveys the wastewater from each Site to the treatment location. The treatment system biologically treats the wastewater to levels of cleaner than that of regulatory requirements, and the dispersal of the wastewater is done in a way which utilizes the soil for polishing before finally replenishing the underlying aquifer. The Project Wastewater System includes BOTH the wastewater treatment system and the collection system for the Project.

11.2 **Owner of the Project Wastewater System.** The owner of the Project Wastewater System shall be responsible for all cost of operating, maintaining, repairing, and replacing the

septic system, as needed. The Declarant shall own the Project Wastewater System until such time that ownership is transferred to the Association.

11.3 Title to Real Estate and Personal Property. All real property located within the Project, and personal property and mixed, retained or acquired for the construction of the Project Wastewater System, and all plans, specification, diagrams, papers, books and records connected with the waste-water system, and all buildings, machinery, and fixtures pertaining thereto, shall ultimately be the property of the Association. The Project Wastewater System shall be located on Lot 46.

11.4 Construction. The Declarant shall contract with Peterson Onsite, LLC and Peterson Management Company, LLC for construction of the Project Wastewater System.

11.5 Operation, Maintenance, and Management. The Declarant shall contract with Peterson Management Company, LLC (together with its successors and/or assigns, the “**Sewer Utility**”) for the operation, maintenance and management for the Project Wastewater System. The contract shall include provisions and costs for operation and management, routine maintenance and administrative requirements, and capital replacement.

11.6 Sewer Charges; Metering Devices. The Sewer Utility will set forth monthly fees for these items that will be assessed to each Owner and establish a fund for said purpose per the contract agreement. The fees shall be equitably allocated to the Sites based on estimated usage with those Sites determined to be generating a greater proportion of wastewater being assessed a greater proportion of the monthly fees. If required by the Sewer Utility, Declarant or the Association, each Owner shall install monitoring and/or metering devices on its Site, at such Owner’s cost and expense, for the purpose of determining wastewater usage and discharge at each Site in order to properly allocate costs of the Project Wastewater System.

11.7 Improper Use.

a. It shall constitute breach of contract for any person to willfully damage the Project Wastewater System, or any building, machinery, or fixture pertaining thereto, to willfully and without authority of Declarant or the Association, bore or otherwise cause to leak, tunnel, aqueduct, reservoir, pipe or other thing used in the system for holding, conveying or collecting sewage.

b. It shall constitute breach of contract for any person to introduce sewage into the system which shows an excess of Biochemical Oxygen Demand (BOD) or suspended solids concentration greater than normal domestic sewage. A surcharge shall be based on the excess BOD or suspended solids at a rate to be determined by the Sewer Utility upon a request by a customer to discharge such sewage into the system or upon confirmation by the Sewer Utility that a customer is discharging such sewage into the system. The Declarant or Association, as applicable, reserves the right to test the sewage at any point within the connection system of the user or customer. A user may not use dilution as a means to achieve a lower concentration of BOD or suspended solids. Users discharging toxic pollutants shall pay for any increased operation and maintenance costs or replacement costs caused by the toxic pollutant.

c. No user shall discharge or cause to be discharged any of the following described liquids or solid wastes to Project Wastewater System:

- (i) Any storm water, surface water, groundwater, roof runoff or surface drainage.
- (ii) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- (iii) Any ashes, cinders, sand, mud, straw, shavings, metal glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or sticky substance capable of causing obstruction of the flow in sewers or other interference with the proper operation of the sewage works.
- (iv) Any water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans and animals, or create any hazard in the receiving treatment facility.
- (v) Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such material at the sewage treatment plant.
- (vi) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (vii) Any garbage that has not been properly shredded.
- (viii) Any liquid or vapor having a temperature higher than 150° F.
- (ix) Any wastewater containing more than 25 milligrams per liter of petroleum oil, non-biodegradable cutting oils, fats, wax, grease or product of mineral oil origin, whether emulsified or not containing substances which may solidify or become viscous and any wastewater containing oil and grease concentrations whether emulsified or not which will or may cause obstruction to the flow in the wastewater collection system or other interference with the operations of the wastewater treatment facility. This limitation will be specifically reviewed during evaluation of wastewater treatment processes and may be further limited by the Sewer Utility.
- (x) Any water or wastes having a pH lower than 5.5 or higher than 9.0 having any corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- (xi) Garbage that has not been properly shredded.

d. The remedies provided herein do not preclude enforcement or other action by any authorized government authority. Owners shall be responsible for any matters discharged from it Site.

11.8 Charges are a Lien on Property. All sewer services, charges, and special assessments shall be a lien on a Site, part of a Site or land on which sewer services were supplied.

11.9 Adoption of State Rules and Regulations. Declarant hereby adopts all the rules and regulations of the State Plumbing and Building Codes and the building rules of the State Department of Commerce and the State Department of Natural Resources insofar as the same are applicable to the Project Wastewater System. All extensions of the system shall comply with administrative rules of the State Department of Natural Resources.

11.10 General Rules and Regulations. The rules, regulations, and sewer rates of the Project Wastewater System set forth in this Section shall be considered a part of the contract with every Owner and every party who is connected to or uses the Project Wastewater System. All such parties shall be considered as expressing their assent to be bound thereby. Whenever any of said rules or regulations, or such others as the Declarant or Association may hereafter adopt, are violated, the use or service shall be shut off from the Building or place of such violation and shall not be reestablished except by, payment of all arrears, the expenses and established charges of shutting off and turning on, and upon such other terms as the Declarant or Association may determine, and a satisfactory understanding with the party that no further cause for complaint shall arise.

The right is reserved to the Declarant or Association to change these said rules, regulations, and sewer rates from time to time as it may deem advisable and make special rates and contracts in all proper case.

11.11 Work by Plumbers and Others. No plumber, pipefitter, or other person shall be permitted to do any plumbing or pipefitting work in connection with the sewer system without first receiving a license from the State of Wisconsin and obtaining permission from the Declarant or Association. All service connections to the system shall comply with the state plumbing code.

No claim may be made against the Declarant, Association or their representatives by reason of the breaking, clogging, stoppage, or freezing of any service pipes, nor from any damage arising from repairing equipment, mains, making connections or extensions or any other work that may be deemed necessary.

11.12 Agent for the Owners. After the Declarant has initially sold 50% of the Sites, the Association shall act as the agent of the Owners to contract for and oversee the operation, repair and maintenance of the Project Wastewater System.

11.13 Annual Report. The Association, or the Sewer Utility (if so designated by the Association), shall send to each Owner, on or before July 1 of each year, a written report of maintenance and repairs undertaken, the costs and expenses incurred, and the assessments paid for the Project Wastewater System.

XII. STORM WATER MANAGEMENT SYSTEM

12.1 **Construction.** Declarant has constructed or shall construct, at Declarant's expense, the Storm Water Management System on the Storm Water Easement Area. Declarant shall be responsible for the Storm Water Management System until it is accepted and approved by the Town.

12.2 **Contact Person.** The Declarant shall be the contact person for the Town as to all matters relating to the upkeep, repair, and maintenance of the Storm Water Management System for a minimum of five (5) years after the post-construction inspection by Eau Claire County Land Conservation and the Declarant has initially sold fifty percent (50%) of the Project, after which time it will be owned and maintained by the Town.

12.3 **Maintenance and Assessment of Costs.** Declarant shall maintain the Storm Water Management System for a minimum of five (5) years after the post-construction inspection by Eau Claire County Land Conservation and until Declarant has initially sold fifty percent (50%) of the Project. Thereafter, the Storm Water Management System shall be maintained by the Town. The cost of maintaining, repairing, replacing the stormwater facilities by the Town shall be levied against the Sites pursuant to statute as a special charge. Maintenance of the Storm Water Drainage Facilities by the Town does not include mowing for aesthetic or weed control purposes. If, for any reason, the Town does not accept the Storm Water Management System and take over maintenance thereof, the Association shall maintain the Storm Water Management System, and the cost thereof shall be included in the assessments described in Article IX hereof.

12.4 **Storm Water Easement.** The Storm Water Easement is shown on the CSM. Eau Claire County and the Town of Washington each has the perpetual right, privilege and easement to enter upon any Site, and the Storm Water Drainage Facilities to operate, repair, maintain, relocate, reconstruct, and replace said facilities as either of them, in their sole discretion, determines that any such action is necessary or desirable to accommodate anticipated flows of stormwater or melt water. The Storm Water Easement is for the benefit of all Sites in the Project. After installation of Storm Water Drainage Facilities within the Project (as per plan filed with Eau Claire County) the elevation of the ground within these easements cannot be altered without prior approval from Eau Claire County and the Town of Washington. No improvement or object may be placed within this easement that would impede the flow of water.

XIII. MISCELLANEOUS

13.1 **Term.** This Declaration shall remain in force for a period of fifty (50) years from the date hereof. Thereafter, this Declaration shall renew automatically for successive periods of ten (10) years each unless terminated prior to any such extension by vote of Member's having Applicable Percentages totaling over sixty-six and two-thirds percent (66-2/3%).

13.2 **Amendment.** This Declaration may be terminated, extended, modified, or amended, with a written affirmative vote of Members having an Applicable Percentage totaling over sixty-six and two-thirds percent (66 2/3%); provided, however, that during Declarant's period of control set forth in Section 7.3 of this Declaration, (a) no such

termination, extension, modification, or amendment shall be effective without the written approval of Declarant, (b) Declarant may amend this Declaration to make technical corrections or to clarify provisions consistent with the overall intent and content of this Declaration, and (c) Declarant may amend this Declaration, in its sole and absolute discretion, to address issues that may arise after the initial recording of this Declaration that were not contemplated as of the date thereof or to otherwise provide for development of the Project consistent with the purpose and intent of Declarant in developing the Project as a first-class mixed-use development.

13.3 **Declarant's Successors.** All of the rights and benefits reserved by and for the benefit of the Declarant under this Declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant, if any, designated by Declarant to be its successor as declarant, under this Declaration, in an instrument recorded with the Register of Deeds for Eau Claire County, Wisconsin, and shall bind all Owners and all other Persons who acquire an interest in a Site.

13.4 **Disclaimer of Liability/Indemnity.** No director or officer of the Association shall be liable to any Owner or to any other party for any loss or damage suffered or claimed on account of any act, omission, error or negligence, provided such person acted in good faith, without willful or intentional misconduct. The Owners shall hold each director and officer of the Association harmless from and indemnify them against all loss, liability, damage and expense, including reasonable attorneys' fees, arising out of any third party claims or causes of action for any act or failure to act by such indemnified party in that indemnified party's capacity as a director or officer of the Association.

13.5 **Effect of Invalidity of Any Provision.** In the event that any provision of this Declaration shall be held to be invalid by any court, the invalidity of such provision shall not affect the remaining provisions of this Declaration, which shall continue in full force and effect to the extent enforceable.

13.6 **Waiver of Rights.** The failure of the Association, the Town, or any Owner to enforce any provision of this Declaration shall not be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

SOUTHSIDE EC PROPERTIES LLC,
a Wisconsin limited liability company

By: 
Name: Scott M. Knepper
Title: Authorized Member

STATE OF WISCONSIN)
) ss
COUNTY OF EAU CLAIRE)

Personally came before me this 17th day of January, 2024, the above-named Scott M. Knepper, as Authorized Member of Southside EC Properties LLC, and to me known to be the person that executed the foregoing instrument on behalf of such limited liability company and acknowledged the same.

By: 
Print Name: Seth Erickson
Notary Public, State of Wisconsin
My commission: 9/19/2027

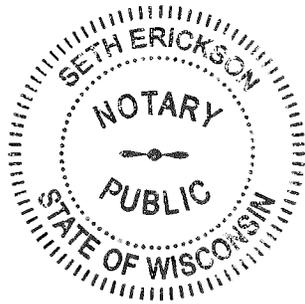


EXHIBIT A

Legal Description of Land

Lots 1 and 2 of Certified Survey Map No. 3893, recorded on January 12, 2024, with the Register of Deeds for Eau Claire County, Wisconsin, as Document No. 1251414; located in the Northwest ¼ of the Northwest ¼, Section 14, Township 26 North, Range 9 West, Town of Washington, Eau Claire County, Wisconsin; being all of Lot 45 of Trilogy.

AND

Lot 46, Trilogy, Town of Washington, Eau Claire County, Wisconsin.

Parcel Identification Nos.: 024-2427-07-000 & 024-2427-08-000

EXHIBIT B

CSM

[SEE ATTACHED]



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Tx:4267684

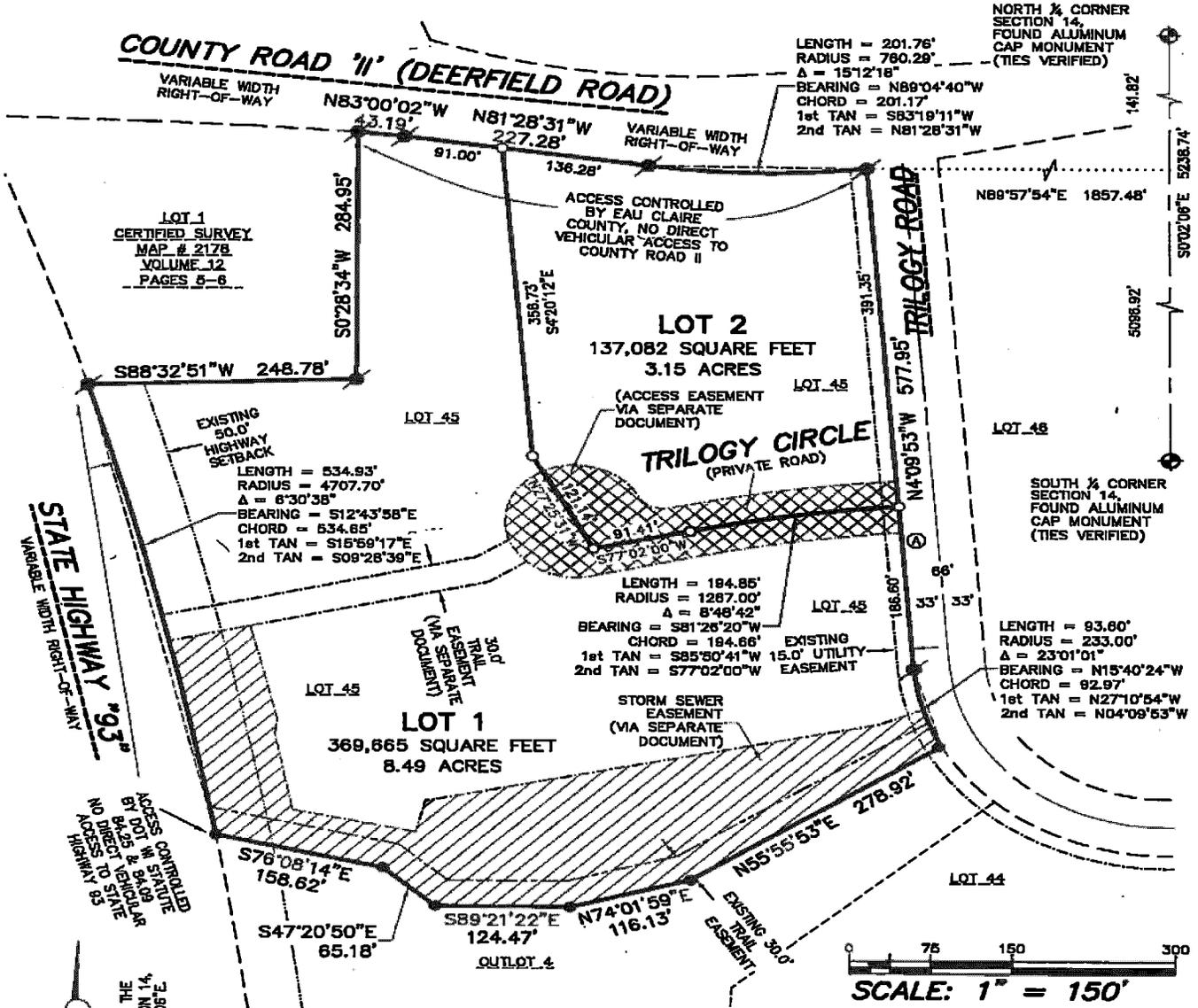
VOLUME 24 OF CERTIFIED SURVEY MAPS, PAGE 9

1251414

CERTIFIED SURVEY MAP, NUMBER 3893

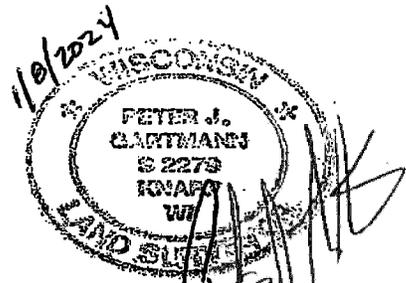
**LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4,
SECTION 14, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN
BEING ALL OF LOT 45 OF TRILOGY**

TINA K. POMMIER
EAU CLAIRE COUNTY WI
REGISTER OF DEEDS
RECORDED ON
01/12/2024 03:44 PM
REC FEE: 30.00
CSM NO: 3893
VOL: 24 CSM PAGE: 8
PAGES: 2



LEGEND

- FOUND 1-1/4" REBAR
- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT



SHEET 1 OF 2 SHEETS

REAL LAND SURVEYING, LLC
1356 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715)514-4116
rlswl.com
CADD No. 23344

FIELDWORK
COMPLETION
DATE: 12/4/23

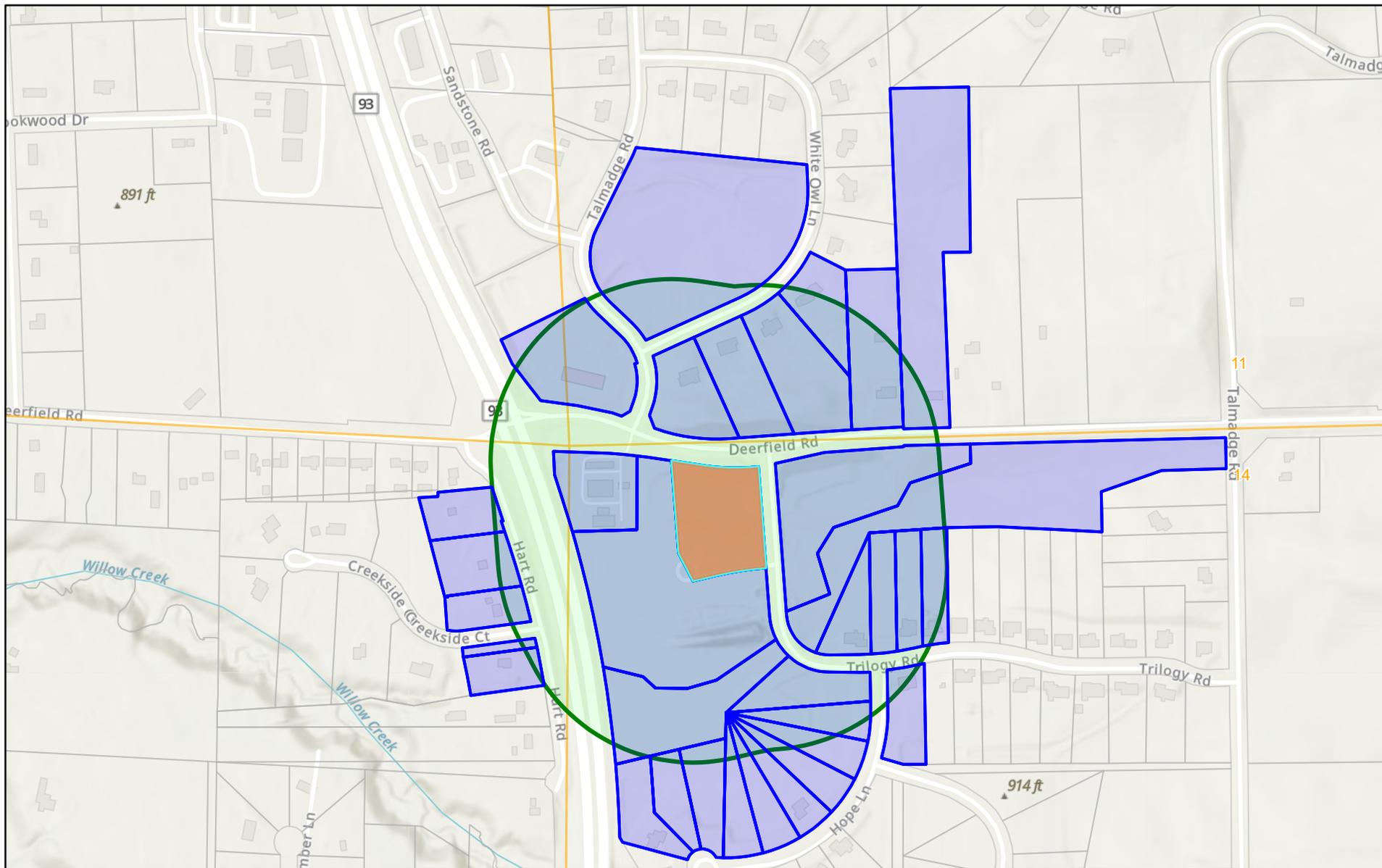
EXHIBIT C

Prohibited Uses

1. During the time that any portion of Lot 2 is used by Legacy In Motion LLC, or leased to an affiliate of Legacy In Motion LLC, for the operation of a chiropractic clinic on Lot 2 (such operator and/or tenant referred to collectively herein as “**Wellness Way**”), Wellness Way shall have the exclusive right within the Project to offer and perform chiropractic services, and no portion of the Project shall be used for the operation of a chiropractic clinic or primarily for the offering of functional medicine services. Further, during such time as Wellness Way is operating a chiropractic clinic on Lot 2, no portion of the Project shall be used primarily for the sale of health or dietary supplements (collectively, the “**Wellness Way Exclusive Items**”). For purposes hereof, a business shall be deemed to be operating for such purpose if it uses more than the lesser of (i) fifty percent (50%) of the sales space within its premises, or (ii) one thousand two hundred (1,200) square feet of space therefor, for the sale of Wellness Way Exclusive Items.

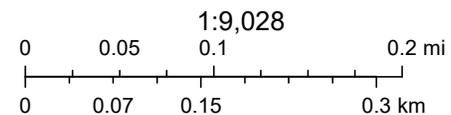
2. For a period of twenty (20) years from the recording of this Declaration, no portion of the Project shall be used for any of the following activities or businesses: (A) any type of sexually-oriented business, adult entertainment or adult bookstore including, but not limited to, any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered “adult” or “pornographic” if the same are not available for sale or rental to children under eighteen (18) years old because they explicitly deal with or depict human sexuality); (B) escort services, dating services, or similar matchmaking or companion services; (C) a shooting gallery or gun range of any type; (D) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; or (E) pawn shops, pawn brokers, car title lenders, check cashing services or any similar type of lending activity (except as such activities are incidental to the banking activities conducted by a chartered banking or lending institution or credit union).

Public Notification



4/29/2025, 11:37:12 AM

- County Boundary
- Tax Parcel
- Section



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FirstName LastName	Address	City State Zip
JUSTIN POSPISHIL	6236 WHITE OWL LN	EAU CLAIRE WI 54701-2722
RYAN KING	6198 WHITE OWL LN	EAU CLAIRE WI 54701-2723
TOWN OF WASHINGTON	5750 OLD TOWN HALL RD	EAU CLAIRE WI 54701-8948
4346 DEERFIELD ROAD LLC	5030 DEERFIELD RD	EAU CLAIRE WI 54701-8743
TRILLIUM BUSINESS PARK LLC	6176 SANDSTONE RD	EAU CLAIRE WI 54701-5138
DENNIS MYHRE	4398 DEERFIELD RD	EAU CLAIRE WI 54701-8504
MICHAEL BURAGLIO	6218 WHITE OWL LN	EAU CLAIRE WI 54701-2722
JOHN PETERKA	6174 WHITE OWL LN	EAU CLAIRE WI 54701-2723
MARK OLDENBERG	4315 TRILOGY RD	EAU CLAIRE WI 54701-5505
MARTIN SIEVERT	4290 TRILOGY RD	EAU CLAIRE WI 54701-5504
RYAN KRAMER	6472 HOPE LN	EAU CLAIRE WI 54701-2758
FRANCISCO CARDENAS LARA	6446 HOPE LN	EAU CLAIRE WI 54701
MICHAEL A & CINDY L BEAUPRE REV LIV TRUST	6418 HOPE LN	EAU CLAIRE WI 54701-2758
LEGACY IN MOTION LLC	2525 W MASON ST	GREEN BAY WI 54303-4838
TRACY ADKINS	6640 HOPE LN	EAU CLAIRE WI 54701-2775
JON SCHROETKE	6610 HOPE LN	EAU CLAIRE WI 54701-2775
JORDAN WATSON	6512 HOPE LN	EAU CLAIRE WI 54701-2774
JACOB JANSEN	4356 TRILOGY RD	EAU CLAIRE WI 54701-5505
SHARON THOBABEN	S158 SEGERSTROM RD	MONDOVI WI 54755-7856
VIJAY PATEL	6648 HOPE LN	EAU CLAIRE WI 54701-2775
LOGAN M NEID	521 ERIN ST	EAU CLAIRE WI 54703-3249
RAFAEL RODRIGUEZ	6566 HOPE LN	EAU CLAIRE WI 54701-2774
GIDEON BERNTHAL	6544 HOPE LN	EAU CLAIRE WI 54701-2774
DANIEL MAUER	PO BOX 1987	EAU CLAIRE WI 54702-1987
GARY T COVINGTON JR	4328 TRILOGY RD	EAU CLAIRE WI 54701-5505
RANDY FENNER	6500 HART RD	EAU CLAIRE WI 54701-5097
JASON WEAVER	6400 HART RD	EAU CLAIRE WI 54701-5096
WURZER BUILDERS INC	4319 JEFFERS RD STE 150	EAU CLAIRE WI 54703-3926
JUSTIN GREENAWALD	6454 HART RD	EAU CLAIRE WI 54701-5096

Amended Preliminary Plat Report



To: Committee on Planning and Development
Regarding: Preliminary Plat of Firenze Estates
Surveyor: Real Land Surveying
Owner/Agent: Highclere NP Properties LLC. / Real Land Surveying
Date: 5/22/2025
CC: Town of Washington/City of Eau Claire/Real Land Surveying

Committee Members:

The statutory time limit for the County to take action on this matter expires on April 1, 2025. The County must “Approve, Conditionally Approve or Deny” this submitted Preliminary Plat by this time or it automatically is deemed approved by statute. Committee may also, by majority vote, require the subdivider to submit other reasonable and pertinent information necessary to review the plat, as per 18.86.030 F 2 (a).

The applicant has submitted a request to amend the preliminary plat of Firenze Estates that was conditionally approved during the February 25, 2025 committee meeting. The request is to record and develop the plat in two phases. Should this amendment be approved the applicant will have the flexibility to record the final in two sections rather than all at one time.

Staff has reviewed and recommends conditionally approving the amended **(January 31, 2025/May 15, 2025) “Preliminary Plat of Firenze Estates”**.

Recommended conditions for approval are as follows:

- 1) That the Town of Washington approves this preliminary plat.
 - a) Town meeting is scheduled for February 20th. Staff will have an update regarding the Towns decision available at the Committee meeting scheduled for February 25, 2025.
- 2) That the City of Eau Claire conditionally approved this preliminary plat as it is located in the Extra-Territorial Jurisdictional area. -Approved by City Planning Commission on February 3, 2025.
- 3) That the storm water plans meet the approval of the Eau Claire County Land Conservation Department -lot configuration may be affected. The stormwater plan is currently under review by Graef, the contracted engineering firm.
- 4) That proper permitting and approval of the community septic systems is obtained.
- 5) That the Final Plat conforms to 18.78.060 Final Plat Submittal, 18.78.070 Final Plat Review and Approval, 18.78.080 Recording of the Final Plat, 18.80 Final Plat, 18.82 Design Standards, 18.83 Required Improvements, 18.84 Subdivision Improvement Guarantees and 18.85.030 Legal, Engineering and Inspection Fees which are requirements and procedures outlined within the Subdivision Control of the County Code that may not have specifically identified previously in

Firenze Estates

detail. (i.e., vision corner easements at all road intersections and noted with restrictions in 18.22.025; etc.)

- 6) That the Final Plat complies with all applicable portions of A-E 7, s. 236 of the Wisconsin Statutes and that the Department of Administration has no objection to the final plat and certifies to this.
- 7) That in submitting for final plat approval, the owner will also furnish to the county an abstract of title or a policy of title insurance certified to date for examination as allowed in s. 236.21 (2) (b).

Notes:

- 1) The developer will need to meet with the USPS Postmaster to determine type and location of mailbox installation for this development for the final.
- 2) Ownership conditions for the Outlots must be stated on the face of the final plat. If a percentage interest divided amongst the lot owners is used, lot owner deeds must reflect the percentage of Outlot ownership interest.
- 3) The full Health Department report and recommendations are attached as part of this packet.
- 4) Subdivision name is acceptable for recording.
- 5) Three waivers are part of this request.
 - a) Allowing flag lots.
 - b) Allowing lots to exceed the 3:1 depth to width ratio for lots less than 5 acres.
 - c) Allow side lot lines to deviate from right angles to street lines.

Respectfully submitted:

Ben Bublitz

Land Use Manager
Department of Planning and Development
Room 3344 - 721 Oxford Avenue
Eau Claire, WI 54703-5481
Voice: 715-839-4743
FAX 715-831-5802
E-mail: ben.bublitz@eauclairecounty.gov



Real Land Surveying
1356 International Drive
Eau Claire, WI 54701
(715) 514-4116

05/12/2025

Phasing Plan - Preliminary Plat of Firenze Estates

The development team for *FIRENZE ESTATES* has decided to plat this subdivision in two separate phases. On the attached preliminary plat, the displayed red dashed line is the dividing line between the first and second final plat phases. Below are the particulars of phase 1:

- 86 residential lots (preliminary plat has 128 residential lots)
 - Lots 1-65 & 98-116
- Seven outlots (preliminary plat has 10 outlots)
 - Outlots 1-6 & 10
 - Outlots 3 and 10 contain community septic systems
- Approximately 35% of the total public streets shown on the preliminary plat
- Approximately 31% of the total land area shown on the preliminary plat
- Outlot 11 is simply the lands that will be included in phase 2 of *FIRENZE ESTATES*.

Everything stated in the initial preliminary plat narrative is still valid and accurate.

Jeremy Skaw, P.L.S.

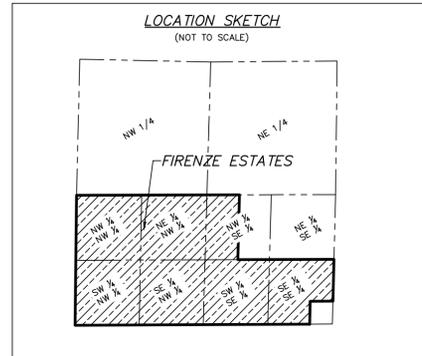
Field Supervisor

715.514.4116 Office
715.895.8211 Direct
715.225.4572 Mobile

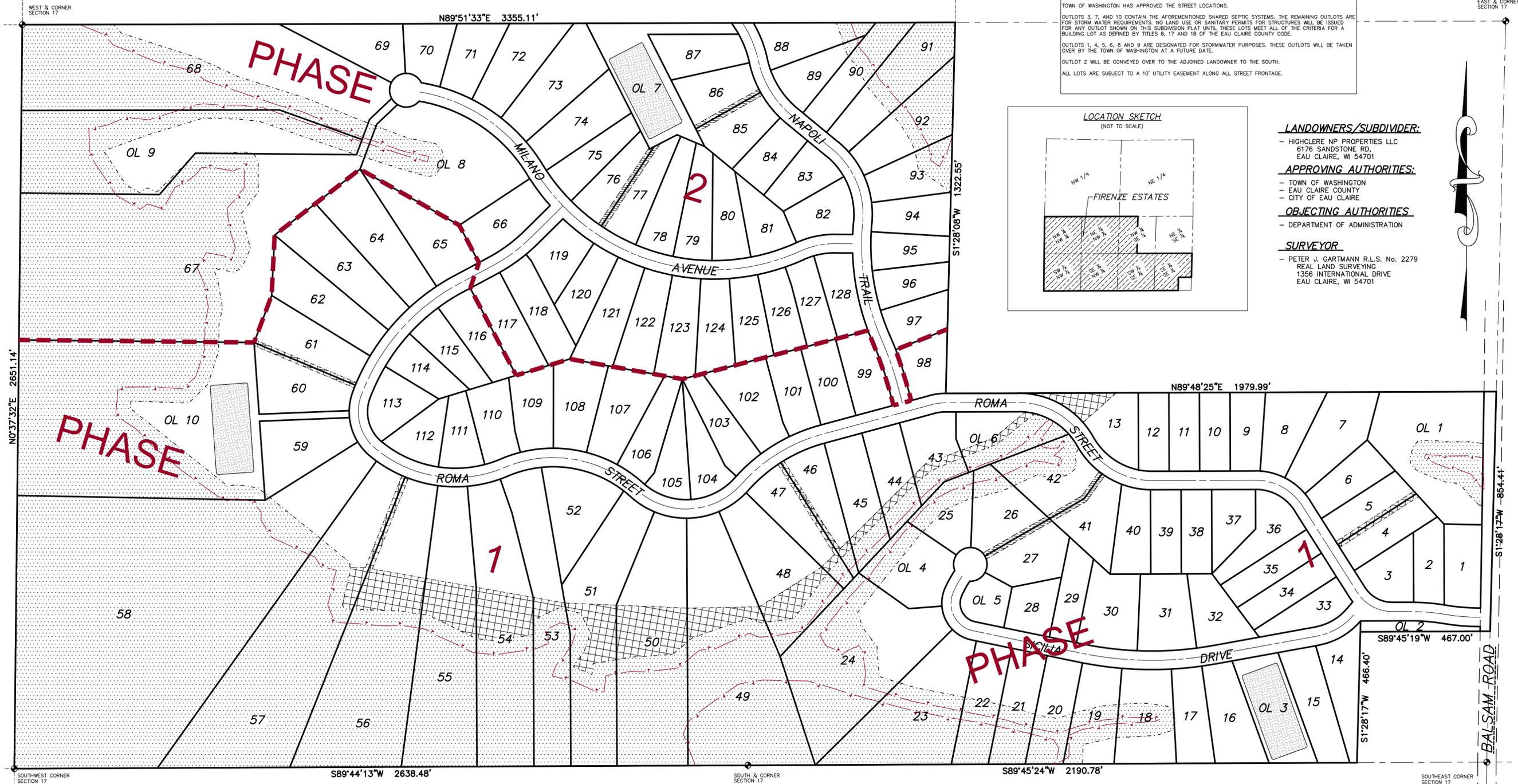
www.rlswi.com

DETAIL OF OVERALL PLAT AND BOUNDARY

NOTES:
 TOTAL AREA TO BE PLATTED = 258 ACRES
 LANDS ZONED RL
 LOTS 1-66 & 69-128 OF THIS SUBDIVISION WILL BE SERVED BY MULTIPLE PRIVATE SHARED SEPTIC SYSTEMS. EACH LOT WILL CONTAIN ITS OWN PRIVATE WELL. NO PUBLIC SEWER AND WATER IS AVAILABLE.
 LOTS 67 & 68 WILL HAVE THEIR OWN SEPTIC SYSTEM AND WELL.
 ALL LOTS MEET THE REQUIRED 1/2 ACRE NET BUILDABLE.
 ALL STREETS 66' WDE.
 ENVIRONMENTALLY SENSITIVE AREAS SHOWN ARE AS DEFINED BY EAU CLAIRE COUNTY, SEE NOTE.
 TOWN OF WASHINGTON HAS APPROVED THE STREET LOCATIONS.
 OUTLOTS 3, 7, AND 10 CONTAIN THE AFOREMENTIONED SHARED SEPTIC SYSTEMS. THE REMAINING OUTLOTS ARE FOR STORM WATER REQUIREMENTS. NO LAND USE OR SANITARY PERMITS FOR STRUCTURES WILL BE ISSUED FOR ANY OUTLOT SHOWN ON THIS SUBDIVISION PLAT UNTIL THESE LOTS MEET ALL OF THE CRITERIA FOR A BUILDING LOT AS DEFINED BY TITLES 8, 17 AND 18 OF THE EAU CLAIRE COUNTY CODE.
 OUTLOTS 1, 4, 5, 6, 8 AND 9 ARE DESIGNATED FOR STORMWATER PURPOSES. THESE OUTLOTS WILL BE TAKEN OVER BY THE TOWN OF WASHINGTON AT A FUTURE DATE.
 OUTLOT 2 WILL BE CONVEYED OVER TO THE ADJOINED LANDOWNER TO THE SOUTH.
 ALL LOTS ARE SUBJECT TO A 10' UTILITY EASEMENT ALONG ALL STREET FRONTAGE.



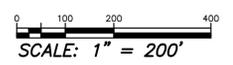
- LANDOWNERS/SUBDIVIDER:**
 - HIGHCLERE NP PROPERTIES LLC
 6176 SANDSTONE RD,
 EAU CLAIRE, WI 54701
- APPROVING AUTHORITIES:**
 - TOWN OF WASHINGTON
 - EAU CLAIRE COUNTY
 - CITY OF EAU CLAIRE
- OBJECTING AUTHORITIES**
 - DEPARTMENT OF ADMINISTRATION
- SURVEYOR**
 - PETER J. GARTMANN R.L.S. No. 2279
 REAL LAND SURVEYING
 1356 INTERNATIONAL DRIVE
 EAU CLAIRE, WI 54701



LEGEND

- | | | | |
|--|--|--|-----------------------------|
| | COMMUNITY SEPTIC SYSTEM | | EXISTING BITUMINOUS SURFACE |
| | ENVIRONMENTALLY SENSITIVE AREAS | | EXISTING OVERHEAD LINES |
| | STORM WATER EASEMENT | | EXISTING POWER POLE |
| | SANITARY EASEMENT | | EXISTING FENCE |
| | DELINEATED WETLANDS | | EXISTING TREE LINE |
| | UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE | | |

ENVIRONMENTALLY SENSITIVE AREAS NOTE:
 NO DEVELOPMENT OR LAND DISTURBANCE ACTIVITY SHALL BE ALLOWED WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS EXCEPT AFTER ISSUANCE OF A PERMIT FROM THE COUNTY. SUCH PERMIT ONLY TO BE ISSUED IF THE OWNER DEMONSTRATES THE PROPOSED DEVELOPMENT OR LAND DISTURBANCE ACTIVITY IS EXPRESSLY ALLOWED UNDER ANY OF THE FOLLOWING:
 - TITLE 17
 - TITLE 18

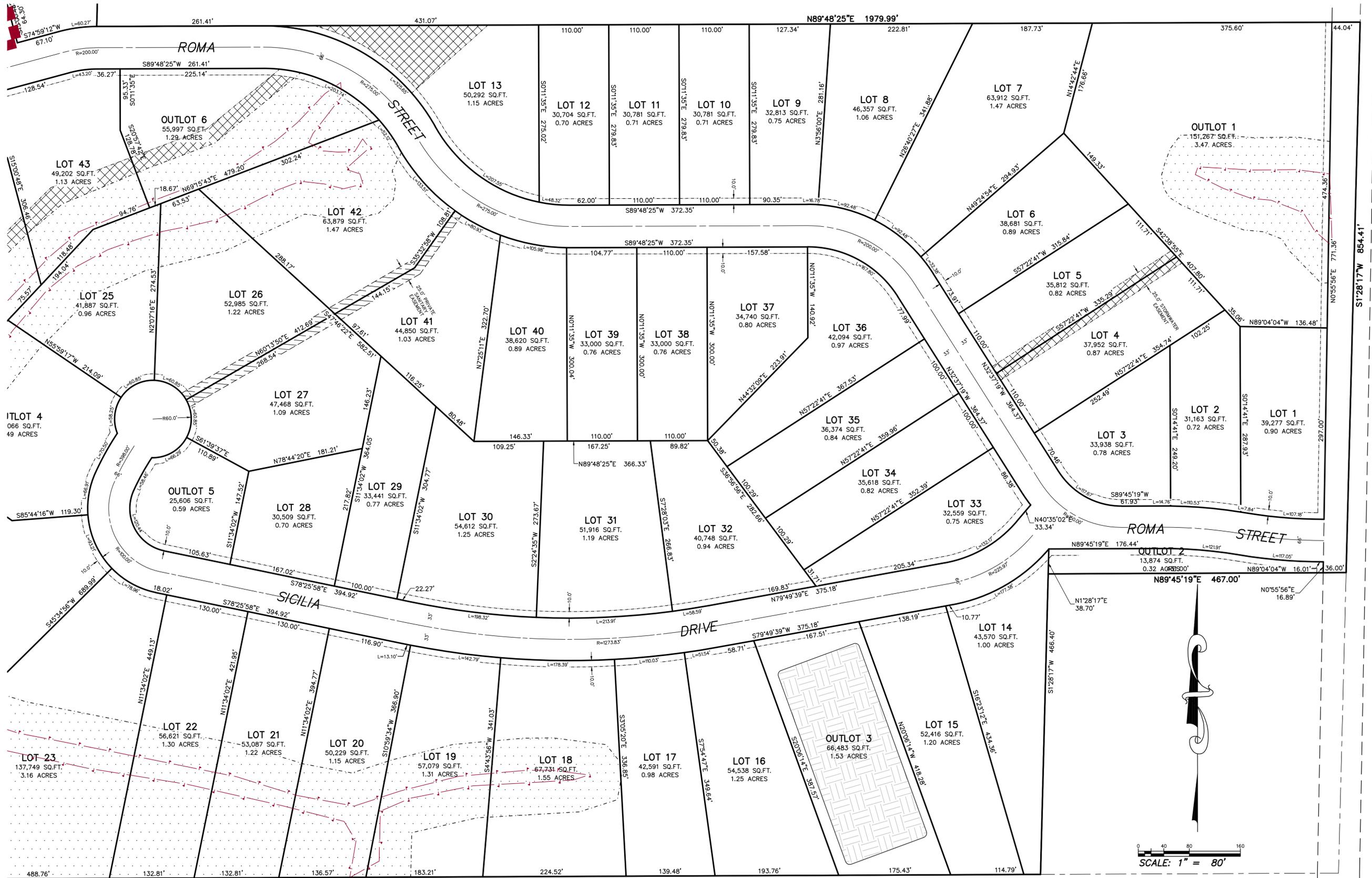


PRELIMINARY PLAT OF
FIRENZE ESTATES

LOCATED IN THE SOUTHWEST 1/4 - SOUTHWEST 1/4,
 SOUTHWEST 1/4 - SOUTHWEST 1/4, NORTHWEST 1/4 - SOUTHWEST 1/4,
 NORTHEAST 1/4 - SOUTHWEST 1/4, NORTHWEST 1/4 - SOUTHWEST 1/4,
 SOUTHWEST 1/4 - SOUTHWEST 1/4, SOUTHWEST 1/4 - SOUTHWEST 1/4,
 SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
 TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

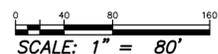
PREPARED BY REAL LAND SURVEYING
 CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
 SHEET 1 OF 8 SHEETS



LEGEND

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|--|--|--|-----------------------------|
| | COMMUNITY SEPTIC SYSTEM | | EXISTING BITUMINOUS SURFACE |
| | ENVIRONMENTALLY SENSITIVE AREAS | | EXISTING OVERHEAD LINES |
| | STORM WATER EASEMENT | | EXISTING POWER POLE |
| | SANITARY EASEMENT | | EXISTING FENCE |
| | DELINEATED WETLANDS | | EXISTING TREE LINE |
| | UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE | | |

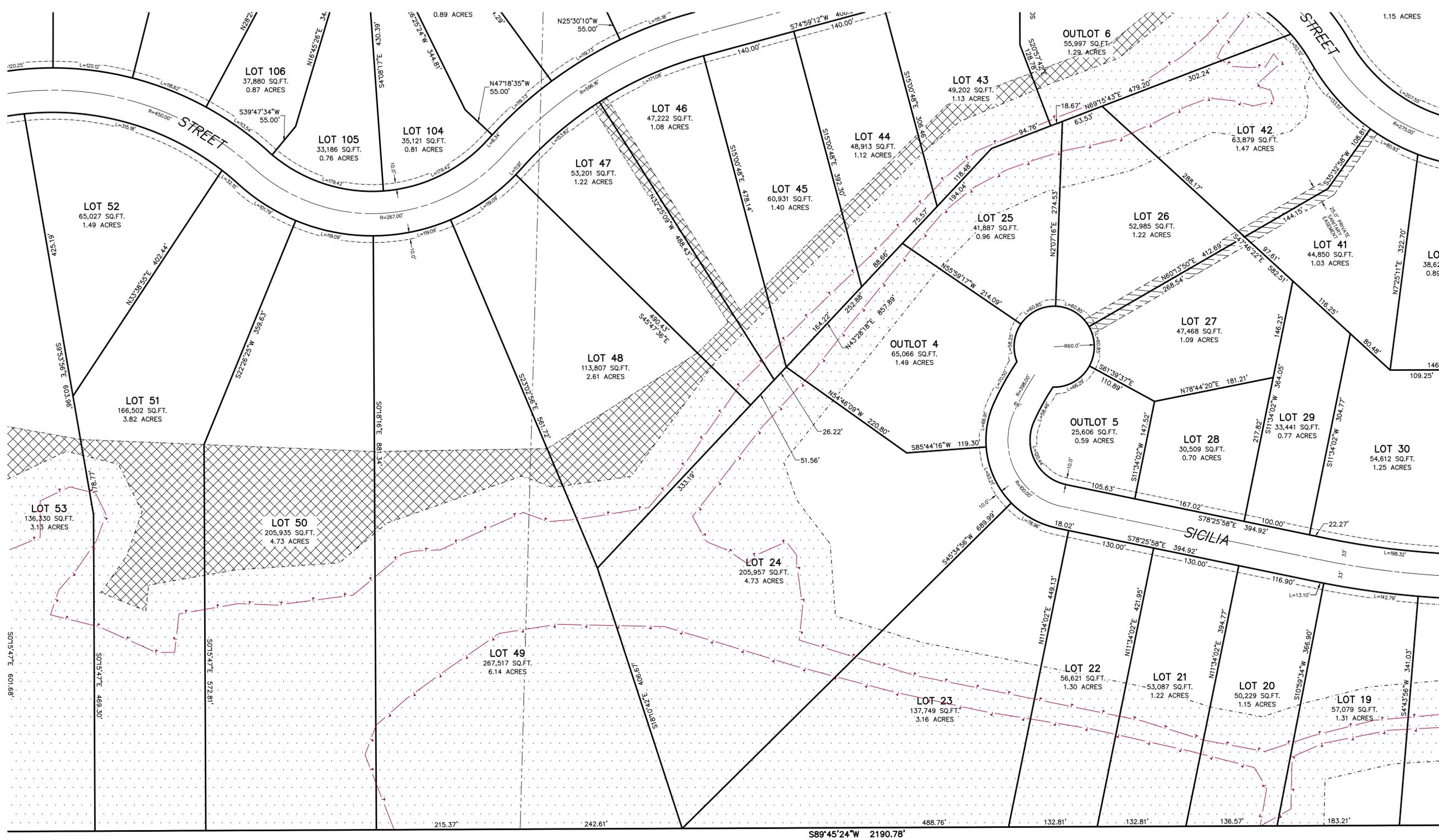


**PRELIMINARY PLAT OF
FIRENZE ESTATES**

LOCATED IN THE SOUTHWEST 1/4 - SOUTHWEST 1/4,
SOUTHWEST 1/4 - SOUTHWEST 1/4, NORTHWEST 1/4 - SOUTHWEST 1/4,
NORTHEAST 1/4 - SOUTHWEST 1/4, NORTHWEST 1/4 - SOUTHWEST 1/4,
SOUTHWEST 1/4 - SOUTHWEST 1/4, SOUTHWEST 1/4 - SOUTHWEST 1/4,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

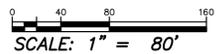
PREPARED BY REAL LAND SURVEYING
CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
SHEET 2 OF 8 SHEETS



LEGEND

- COMMUNITY SEPTIC SYSTEM
- ENVIRONMENTALLY SENSITIVE AREAS
- STORM WATER EASEMENT
- SANITARY EASEMENT
- DELINEATED WETLANDS
- UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE
- EXISTING BITUMINOUS SURFACE
- EXISTING OVERHEAD LINES
- EXISTING POWER POLE
- EXISTING FENCE
- EXISTING TREE LINE

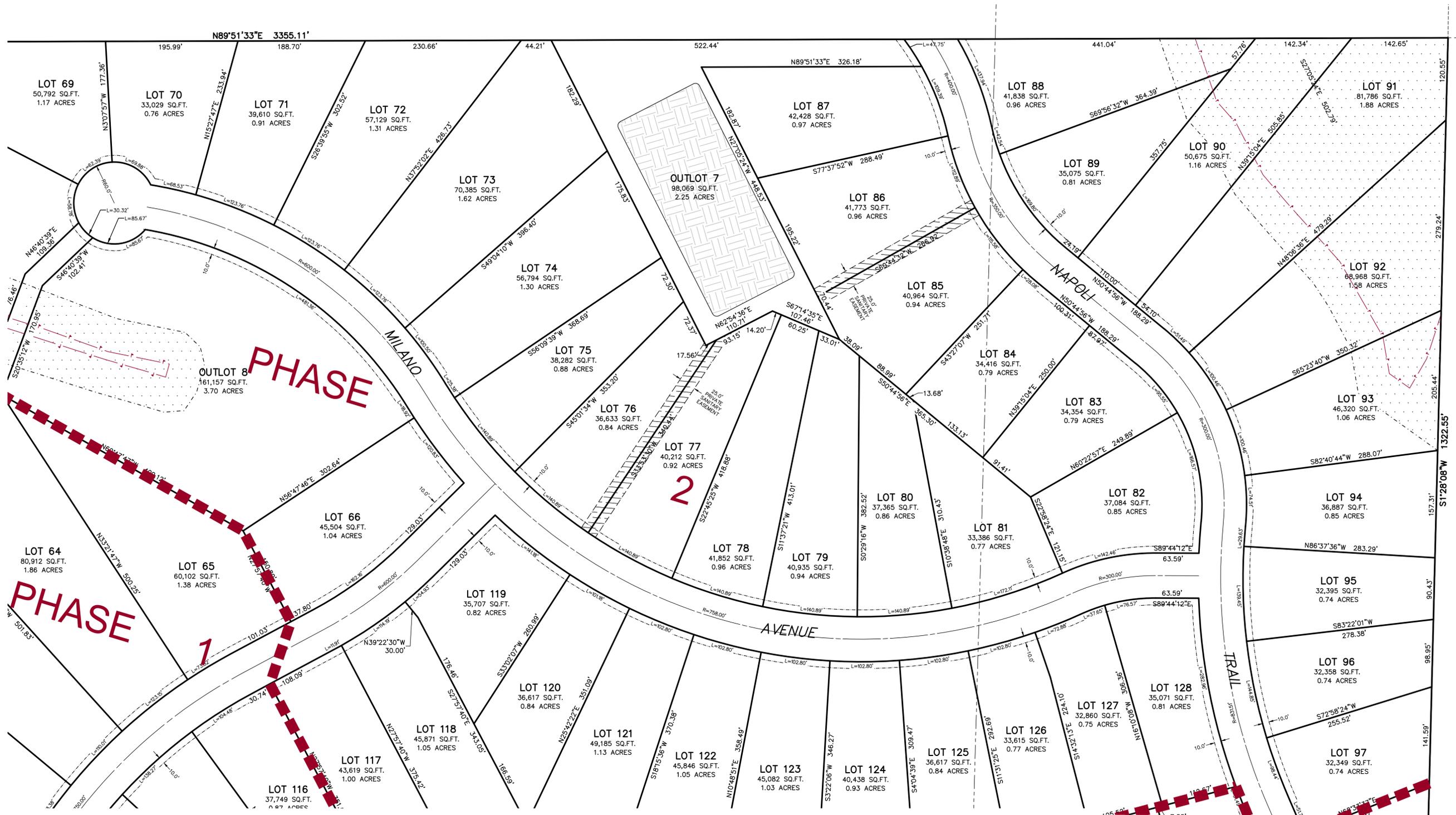


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CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
SHEET 3 OF 8 SHEETS

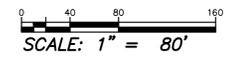
PRELIMINARY PLAT OF
FIRENZE ESTATES

LOCATED IN THE SOUTHEAST ¼ - SOUTHEAST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
NORTHWEST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, SOUTHWEST ¼ - SOUTHWEST ¼,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN



LEGEND

- | | | | |
|--|--|--|-----------------------------|
| | COMMUNITY SEPTIC SYSTEM | | EXISTING BITUMINOUS SURFACE |
| | ENVIRONMENTALLY SENSITIVE AREAS | | EXISTING OVERHEAD LINES |
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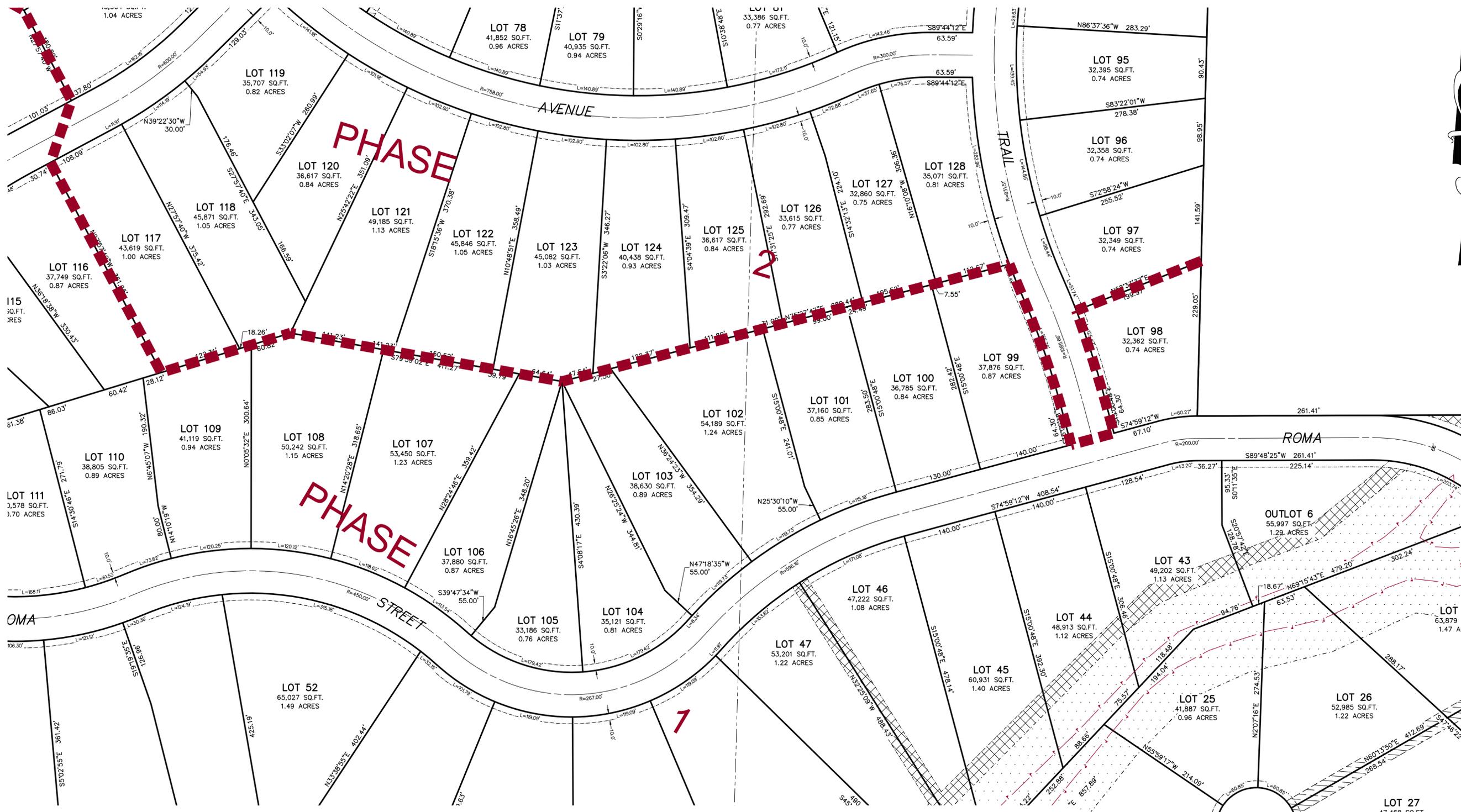


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CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
SHEET 4 OF 8 SHEETS

**PRELIMINARY PLAT OF
FIRENZE ESTATES**

LOCATED IN THE SOUTHWEST ¼ - SOUTHWEST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
NORTHWEST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, SOUTHWEST ¼ - SOUTHWEST ¼,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

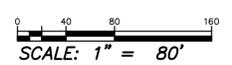


PHASE

PHASE

LEGEND

- COMMUNITY SEPTIC SYSTEM
- ENVIRONMENTALLY SENSITIVE AREAS
- STORM WATER EASEMENT
- SANITARY EASEMENT
- DELINEATED WETLANDS
- UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE
- EXISTING BITUMINOUS SURFACE
- EXISTING OVERHEAD LINES
- EXISTING POWER POLE
- EXISTING FENCE
- EXISTING TREE LINE

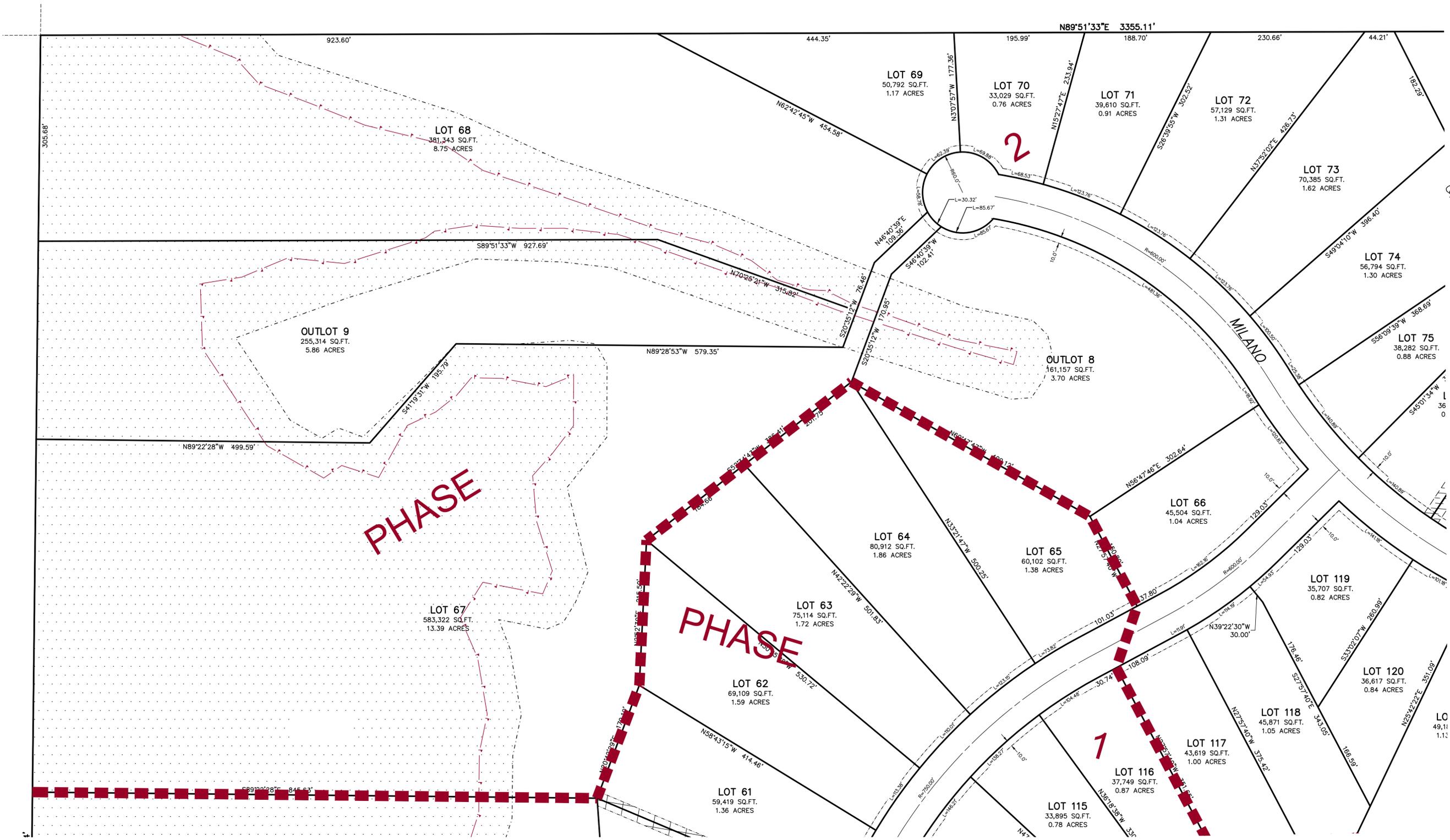


**PRELIMINARY PLAT OF
FIRENZE ESTATES**

LOCATED IN THE SOUTHWEST ¼ - SOUTHWEST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
NORTHEAST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, SOUTHWEST ¼ - SOUTHWEST ¼,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

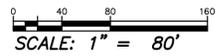
PREPARED BY REAL LAND SURVEYING
CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
SHEET 5 OF 8 SHEETS



LEGEND

- | | | | |
|--|--|--|-----------------------------|
| | COMMUNITY SEPTIC SYSTEM | | EXISTING BITUMINOUS SURFACE |
| | ENVIRONMENTALLY SENSITIVE AREAS | | EXISTING OVERHEAD LINES |
| | STORM WATER EASEMENT | | EXISTING POWER POLE |
| | SANITARY EASEMENT | | EXISTING FENCE |
| | DELINEATED WETLANDS | | EXISTING TREE LINE |
| | UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE | | |

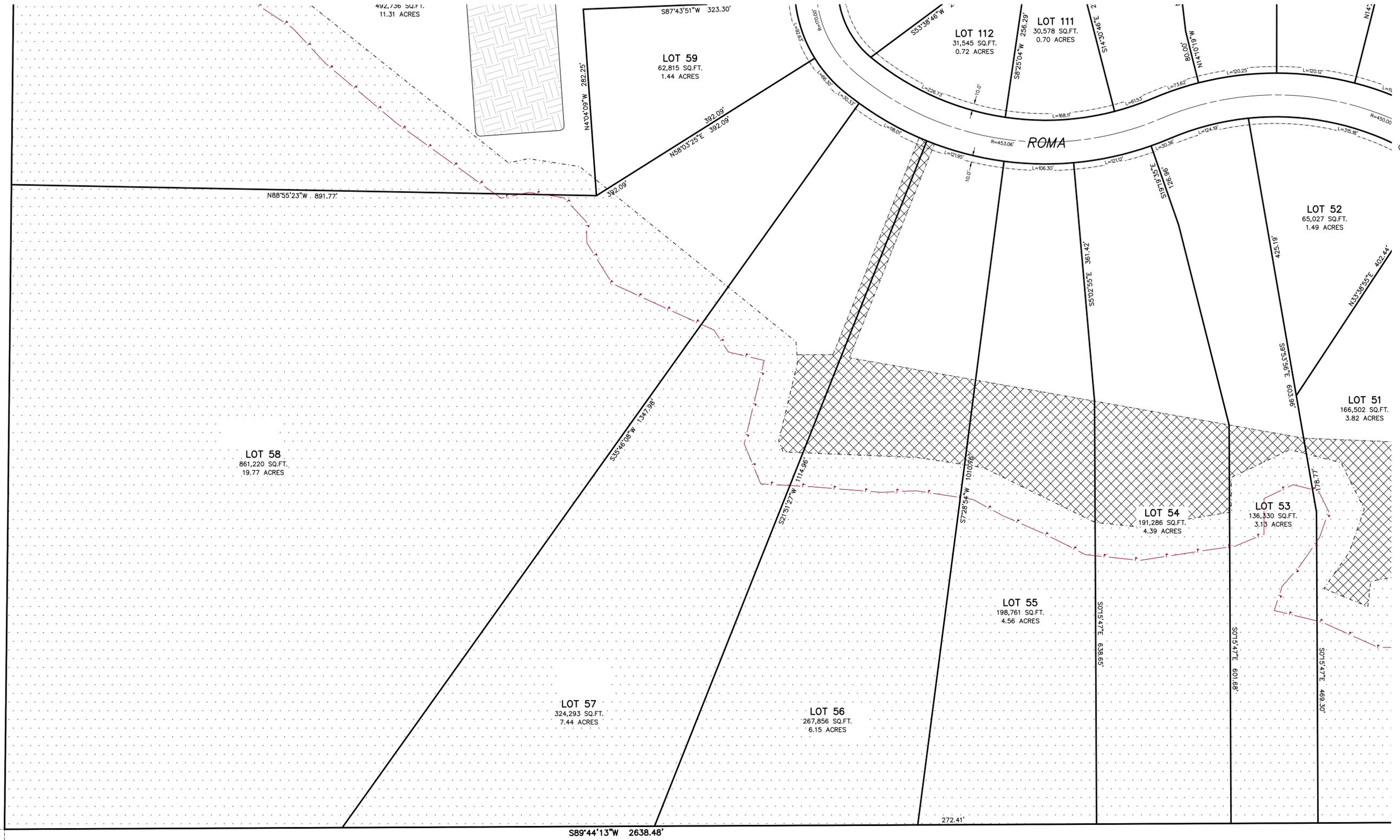


PREPARED BY REAL LAND SURVEYING
CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
SHEET 6 OF 8 SHEETS

PRELIMINARY PLAT OF
FIRENZE ESTATES

LOCATED IN THE SOUTHEAST 1/4 - SOUTHEAST 1/4,
SOUTHWEST 1/4 - SOUTHEAST 1/4, NORTHWEST 1/4 - SOUTHEAST 1/4,
NORTHEAST 1/4 - SOUTHWEST 1/4, NORTHWEST 1/4 - SOUTHWEST 1/4,
SOUTHWEST 1/4 - SOUTHWEST 1/4, SOUTHEAST 1/4 - SOUTHWEST 1/4,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN



492,736 SQ.F.T.
11.31 ACRES

LOT 59
62,815 SQ.F.T.
1.44 ACRES

LOT 112
31,545 SQ.F.T.
0.72 ACRES

LOT 111
30,578 SQ.F.T.
0.70 ACRES

LOT 58
861,220 SQ.F.T.
19.77 ACRES

LOT 57
324,293 SQ.F.T.
7.44 ACRES

LOT 56
267,856 SQ.F.T.
6.15 ACRES

LOT 55
198,761 SQ.F.T.
4.56 ACRES

LOT 54
191,286 SQ.F.T.
4.39 ACRES

LOT 53
136,330 SQ.F.T.
3.13 ACRES

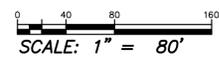
LOT 52
65,027 SQ.F.T.
1.49 ACRES

LOT 51
166,502 SQ.F.T.
3.82 ACRES

ROMA

LEGEND

-  COMMUNITY SEPTIC SYSTEM
-  ENVIRONMENTALLY SENSITIVE AREAS
-  STORM WATER EASEMENT
-  SANITARY EASEMENT
-  DELINEATED WETLANDS
-  UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE
-  EXISTING BITUMINOUS SURFACE
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-  EXISTING POWER POLE
-  EXISTING FENCE
-  EXISTING TREE LINE



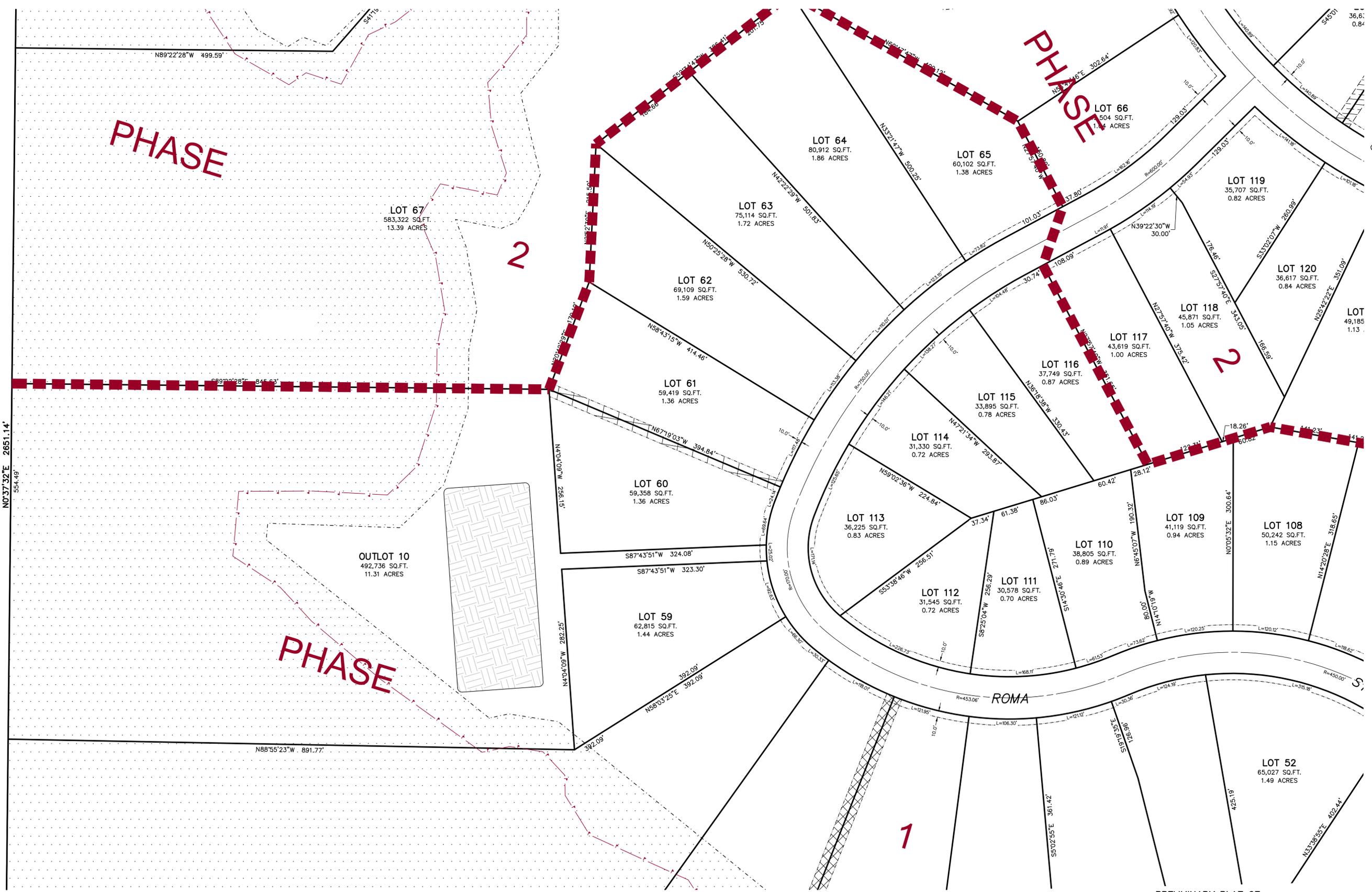
PRELIMINARY PLAT OF

FIRENZE ESTATES

LOCATED IN THE SOUTHEAST ¼ - SOUTHEAST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
NORTHEAST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, SOUTHWEST ¼ - SOUTHWEST ¼,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

PREPARED BY REAL LAND SURVEYING
CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
SHEET 7 OF 8 SHEETS



PHASE 2

PHASE 1

PHASE 1

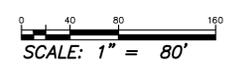
2

2

1

LEGEND

- COMMUNITY SEPTIC SYSTEM
- ENVIRONMENTALLY SENSITIVE AREAS
- STORM WATER EASEMENT
- SANITARY EASEMENT
- DELINEATED WETLANDS
- UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE
- EXISTING BITUMINOUS SURFACE
- EXISTING OVERHEAD LINES
- EXISTING POWER POLE
- EXISTING FENCE
- EXISTING TREE LINE



PREPARED BY REAL LAND SURVEYING
CADD No. 24200 PRELIM PLAT

REVISION DATE: 05/12/2025
SHEET 8 OF 8 SHEETS

FIRENZE ESTATES

LOCATED IN THE SOUTHEAST ¼ - SOUTHEAST ¼,
SOUTHWEST ¼ - SOUTHEAST ¼, NORTHWEST ¼ - SOUTHEAST ¼,
NORTHEAST ¼ - SOUTHWEST ¼, NORTHWEST ¼ - SOUTHWEST ¼,
SOUTHWEST ¼ - SOUTHWEST ¼, SOUTHEAST ¼ - SOUTHWEST ¼,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

PRELIMINARY PLAT OF

Final Plat Report



To: Committee on Planning and Development
Regarding: Final Plat of “Firenze Estates”
Surveyor: Real Land Surveying
Owner/Agent: Cody Filipczak and Adam Ashley / Pete Gartmann
Date: May 21, 2025
Cc: Town of Washington, Real Land Surveying, Pete Gartmann

Committee Members:

The statutory time limit for the County to take action on this matter expires 60 days after the last submittal. The County must “Approve, Conditionally Approve or Deny” this submitted Final Plat by June 27, 2025, or it is automatically deemed approved by statute. The committee may also, by majority vote, require the subdivider to submit other reasonable and pertinent information necessary to review the plat, as per 18.86.030 F 2 (a).

Staff has reviewed and recommends conditional approval of the *04/28/2025* “Final Plat of “Firenze Estates”.

Recommended conditions for approval are as follows:

- 1) That the Town of Washington approve the plat and dedications. -Town reviewed the plat during their May 15, 2025 meeting, and conditionally approved the plat with some minor conditions.
- 2) That the City of Eau Claire conditionally approves this final plat. -Plan Commission for the City of Eau Claire approved by consent agenda at their May 19, 2025 meeting.
- 3) The intent to phase the plat shall be shown on the face of the plat.
- 4) That the plat be updated/revise to remedy the following:
 - a) Call S89°45'23"W 2190.94 along the SE 1/4 of Section 17 on the map differs from the call in the certificate which calls for 2190.78.
 - b) Last call in the certificate differs from the map in both bearing and distance. Also, the map shows two different bearings for this call.
 - c) LOT 33 does not close with information shown.
 - d) Call S36°56'56"E between LOT 32 and lots 33-36, sub-distances do not add to total distance. Rounding error.
 - e) Call N89°48'25"E 366.33' between lots 38-40 and lots 30-32 sub-distances do not match total distance. Rounding error.
 - f) The lots and outlots are not sequentially numbered (gaps in both) per 236.20(2)(e) and per Register of Deeds. -Note: if the intent is to phase, we'd want to see something on the map to indicate that numbering schema reflects the first phase of a numbered (e.g. Phase 2) addition to the subdivision.
 - g) Need to add dashed (offset) chord lines to curves I-J, L-K, W-X, AZ-BA, BA-BZ, BC-BD.
- 5) That the Final Plat conforms to 18.78.060 Final Plat Submittal, 18.78.070 Final Plat Review and Approval, 18.78.080 Recording of the Final Plat, 18.80 Final Plat, 18.82 Design Standards, 18.83

Required Improvements, 18.84 Subdivision Improvement Guarantees and 18.85.030 Legal, Engineering and Inspection Fees which are requirements and procedures outlined within the Subdivision Control of the County Code that may not have specifically identified previously in detail.

- 6) That the Final Plat complies with all applicable portions of s. 236 of the Wisconsin Statutes and that the Department of Administration has no objection to the final plat and certifies to this.

Notes:

- 1) The developer will need to meet with the USPS Postmaster to determine type and location of mailbox installation for this development.
- 2) The following items are required as part of the stormwater permit:
 - a. Financial assurance needs to be submitted.
 - b. The stormwater permit will remain open until complete buildout of property.
 - c. The stormwater design needs to be finalized and approved.
 - d. Stormwater Maintenance Agreement needs to be finalized to reflect the phased platting.
 - e. The final review fee is outstanding
- 3) In submitting for final plat approval, the owner or agent for owner will also furnish to the county an abstract of title or a policy of title insurance certified to date for examination as allowed in s. 236.21 (2)
- 4) Health Department -Full report attached.

Respectfully submitted:

Ben Bublitz
Land Use Manager
Department of Planning and Development
Room 3344 - 721 Oxford Avenue
Eau Claire, WI 54703-5481
Voice: 715-839-4743
FAX 715-831-5802
E-mail: ben.bublitz@eauclairecounty.gov



**2025 Request for
Land Subdivision Plat Review
Eau Claire County Wisconsin
Effective January 1, 2025**

Subdivision Name: Firenze Estates	
Township Plat is in: Washington	
Surveyor and Company Name: Pete Gartmann - Real Land Surveying	
Mailing Address: 1356 International Drive Eau Claire, WI 54701	
Phone: 715-514-4116	
FAX: _____ E-mail: info@rlswi.com	

*Note: **Plats are required** to be submitted a minimum of **25** calendar days prior to the governing meeting at which the plat is to be reviewed by the committee.*

Complete items 1 - 10 for Final Plats and 3 - 10 for Preliminary Plats.

I hereby certify that as the Wisconsin Land Surveyor responsible for the field survey and the preparation of this plat, that:

1 All monuments have been set per s. 236.15(1) or All exterior boundary monuments have been set, but the town has temporarily waived placing interior monuments per s. 236.15(1)(h)		X
2 Recordable documents will be on durable white paper		
3 Submitted Plat's Name: FIRENZE ESTATES		
4 Subdivider's name: address & phone: Cody Filipczak & Adam Ashley 715-456-0548		
5 Surveyor has submitted the Plat to DOA Plat Review	Yes _____ No X	
6 County to forward copies to local municipalities noted on plat	Yes X No _____	
7 Municipal certification of public sewer availability provided or Soil boring log forms provided for County Soil Analysis	N/A X Yes _____ No _____ N/A X Yes _____ No _____	
8 Ground Water Management Plan Provided	Yes _____ No X	
9 Storm Water Management Permit Submitted	Yes _____ No X	
10 Check # _____ or cash _____ covering County review fee of \$ _____ Check # _____ or cash _____ covering Soil Analysis review fee of \$ _____		

Note: Shaded areas are for County Use Only.

Fee Schedule

Guide to Calculate Fees Required by 4.35.110 of the Eau Claire County Code.

Submittal Fee of \$480.00 per plat	fill in or strike out any N/A
Payable with the submission of all preliminary plats	n/a
Parcel Review Fee: \$95.00 per parcel x _____ parcels =	n/a
Final Plat Review Fee of \$270.00 per final plat	270
Payable with the submission of all final plats Mapping Review Fee: \$120.00 per ⁹¹ _____ parcels =	10920
Storm Water Management Permit Fees \$500+ \$50/4,000 Sq. Ft. of Impervious Area payable directly to the Land Conservation Division.	

Total Review Fees Due - Payable to Eau Claire County Treasurer	11190
--	-------

Soil Analysis Fees - Payable to City/County Health Department
[Health Department Soil Boring Fee Chart](#) (Please include with Health Department Submission)

Attach payments here:

1st Check Payable to Eau Claire County Treasurer
for review fees.

2nd Check Payable to Eau Claire County Health Department
for soil analysis fees.

Office Use Only

Logged in by:	P&D Staff	Date Logged in:
Received from:	(Circle)	(Circle)
	Owner/Agent	By Mail or in Person Preliminary or Final

Approximately 60 day county review time limit expires on:
 (time limit starts from when all required data is submitted to the county)

Note: Shaded areas are for County Use Only.

DETAIL OF OVERALL PLAT AND BOUNDARY

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



LANDOWNERS/SUBDIVIDER:

- HIGHCLERE NP PROPERTIES LLC
 6176 SANDSTONE RD.
 EAU CLAIRE, WI 54701

APPROVING AUTHORITIES:

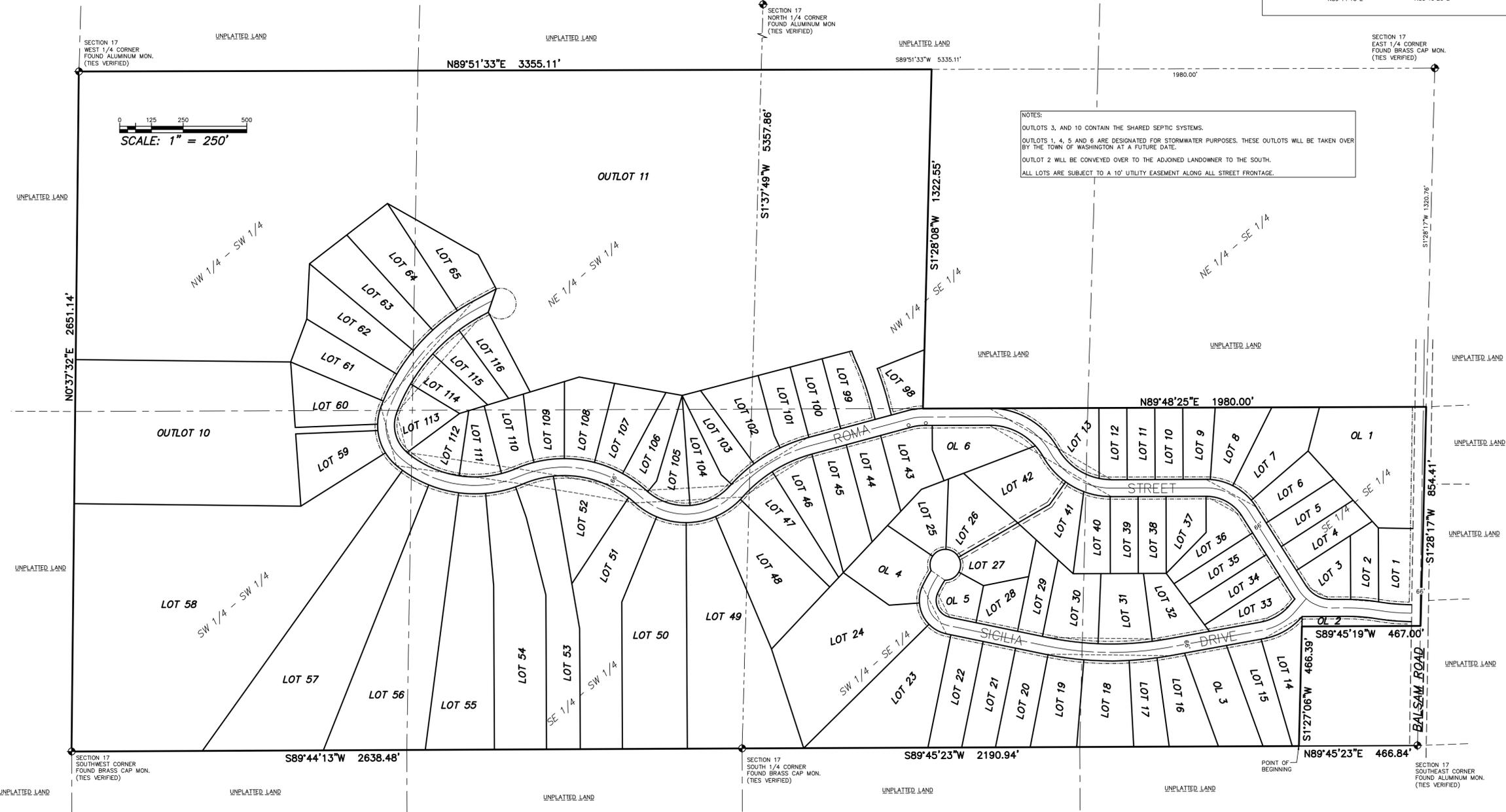
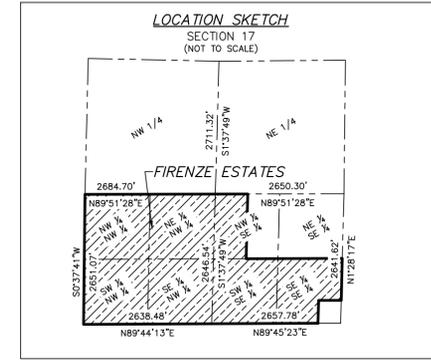
- TOWN OF WASHINGTON
 - EAU CLAIRE COUNTY
 - CITY OF EAU CLAIRE

OBJECTING AUTHORITIES

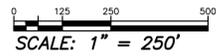
- DEPARTMENT OF ADMINISTRATION

SURVEYOR

- PETER J. GARTMANN R.L.S. No. 2279
 REAL LAND SURVEYING
 1356 INTERNATIONAL DRIVE
 EAU CLAIRE, WI 54701



NOTES:
 OUTLOTS 3, AND 10 CONTAIN THE SHARED SEPTIC SYSTEMS.
 OUTLOTS 1, 4, 5 AND 6 ARE DESIGNATED FOR STORMWATER PURPOSES. THESE OUTLOTS WILL BE TAKEN OVER BY THE TOWN OF WASHINGTON AT A FUTURE DATE.
 OUTLOT 2 WILL BE CONVEYED OVER TO THE ADJONED LANDOWNER TO THE SOUTH.
 ALL LOTS ARE SUBJECT TO A 10' UTILITY EASEMENT ALONG ALL STREET FRONTAGE.



BEARINGS ARE REFERENCED TO THE EAST-WEST LINE OF SEC. 17 ASSUMED BEARING OF S89°51'33\"/>

ENVIRONMENTALLY SENSITIVE AREAS (ESA) NOTE:
 NO DEVELOPMENT OR LAND DISTURBANCE ACTIVITY SHALL BE ALLOWED WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS EXCEPT AFTER ISSUANCE OF A PERMIT FROM THE COUNTY. SUCH PERMIT ONLY TO BE ISSUED IF THE OWNER DEMONSTRATES THE PROPOSED DEVELOPMENT OR LAND DISTURBANCE ACTIVITY IS EXPRESSLY ALLOWED UNDER ANY OF THE FOLLOWING:
 - TITLE 17
 - TITLE 18

PREPARED BY REAL LAND SURVEYING
 CADD No: 24200 PLAT
 SHEET 1 OF 6 SHEETS

FIRENZE ESTATES
 LOCATED IN THE SE 1/4 - SE 1/4,
 SW 1/4 - SE 1/4, NW 1/4 - SE 1/4,
 NE 1/4 - SW 1/4, NW 1/4 - SW 1/4,
 SW 1/4 - SW 1/4, SE 1/4 - SW 1/4,
 SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
 TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

REVISION DATE: 05/07/2025

SHEET 1 OF 6 SHEETS

LEGEND

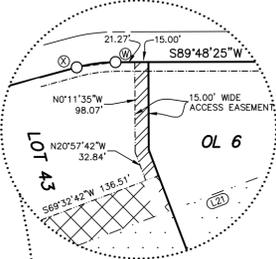
- STORM WATER EASEMENT
- ENVIRONMENTALLY SENSITIVE AREA
- SET 1-1/4" x 18" REBAR WEIGHING 4.30 LBS./LIN.FT.
- SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS./LIN.FT. AT ALL OTHER LOT CORNERS. RECORDED AS
- UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE
- SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS./LIN.FT. AT CORNERS OF THE ENVIRONMENTALLY SENSITIVE AREAS AS REQUIRED BY EAU CLAIRE COUNTY CODE.

ENVIRONMENTALLY SENSITIVE AREAS (ESA) NOTE:
 NO DEVELOPMENT OR LAND DISTURBANCE ACTIVITY SHALL BE ALLOWED WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS EXCEPT AFTER ISSUANCE OF A PERMIT FROM THE COUNTY, SUCH PERMIT ONLY TO BE ISSUED IF THE OWNER DEMONSTRATES THE PROPOSED DEVELOPMENT OR LAND DISTURBANCE ACTIVITY IS EXPRESSLY ALLOWED UNDER ANY OF THE FOLLOWING:
 - TITLE 17
 - TITLE 18

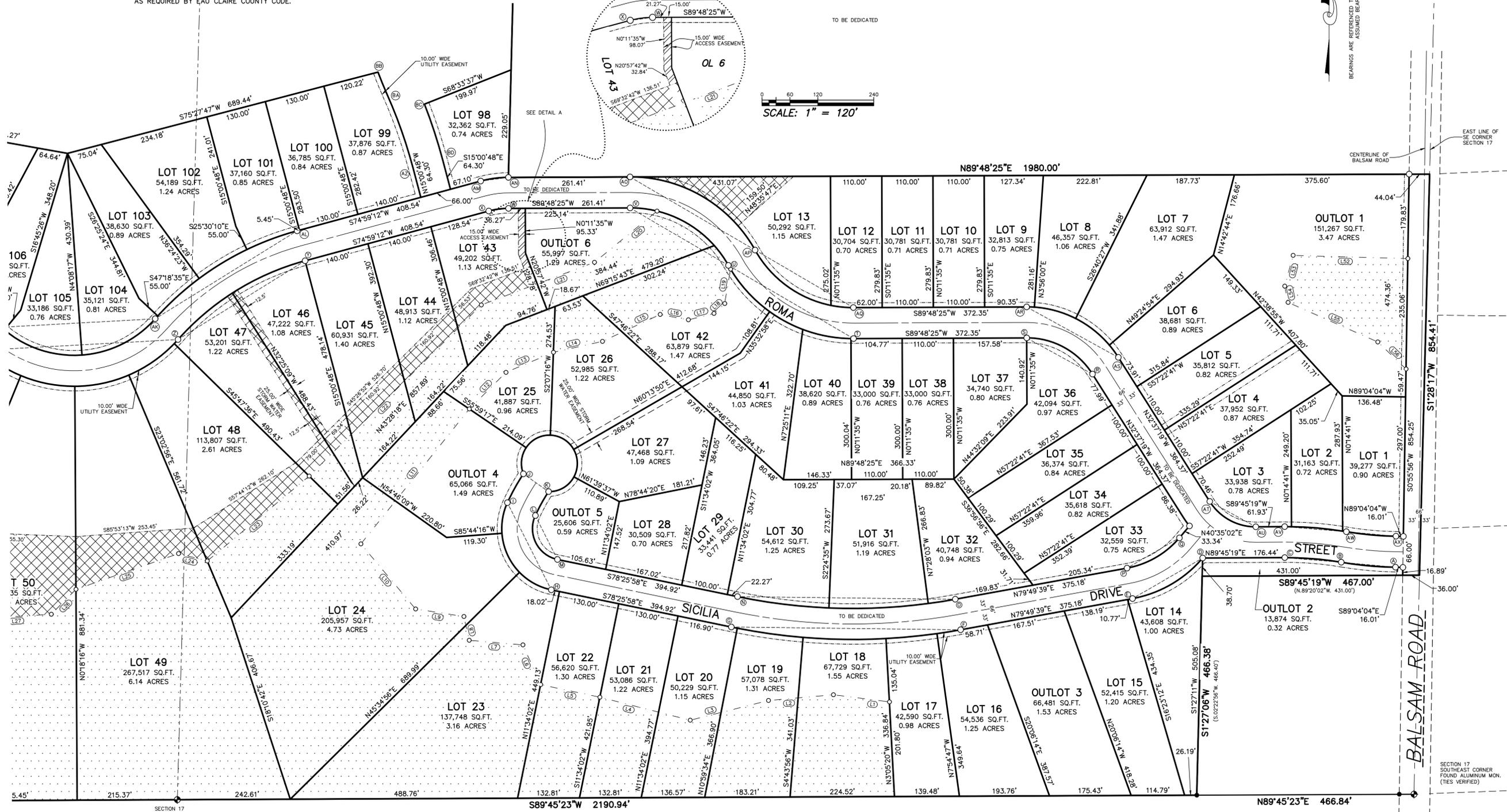
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
 Certified _____
 20____
 Department of Administration



DETAIL A
 NOT TO SCALE



SCALE: 1" = 120'



PREPARED BY REAL LAND SURVEYING
 CADD No: 24200 PLAT
 SHEET 2 OF 6 SHEETS

UTILITY EASEMENT:
 IS FOR THE USE OF THOSE UTILITIES LISTED IN THE UTILITY EASEMENT PROVISIONS ON SHEET 6. NO UTILITY LINES, PEDESTALS OR ANY APPURTENANCES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER

REVISION DATE: 05/07/2025

FIRENZE ESTATES

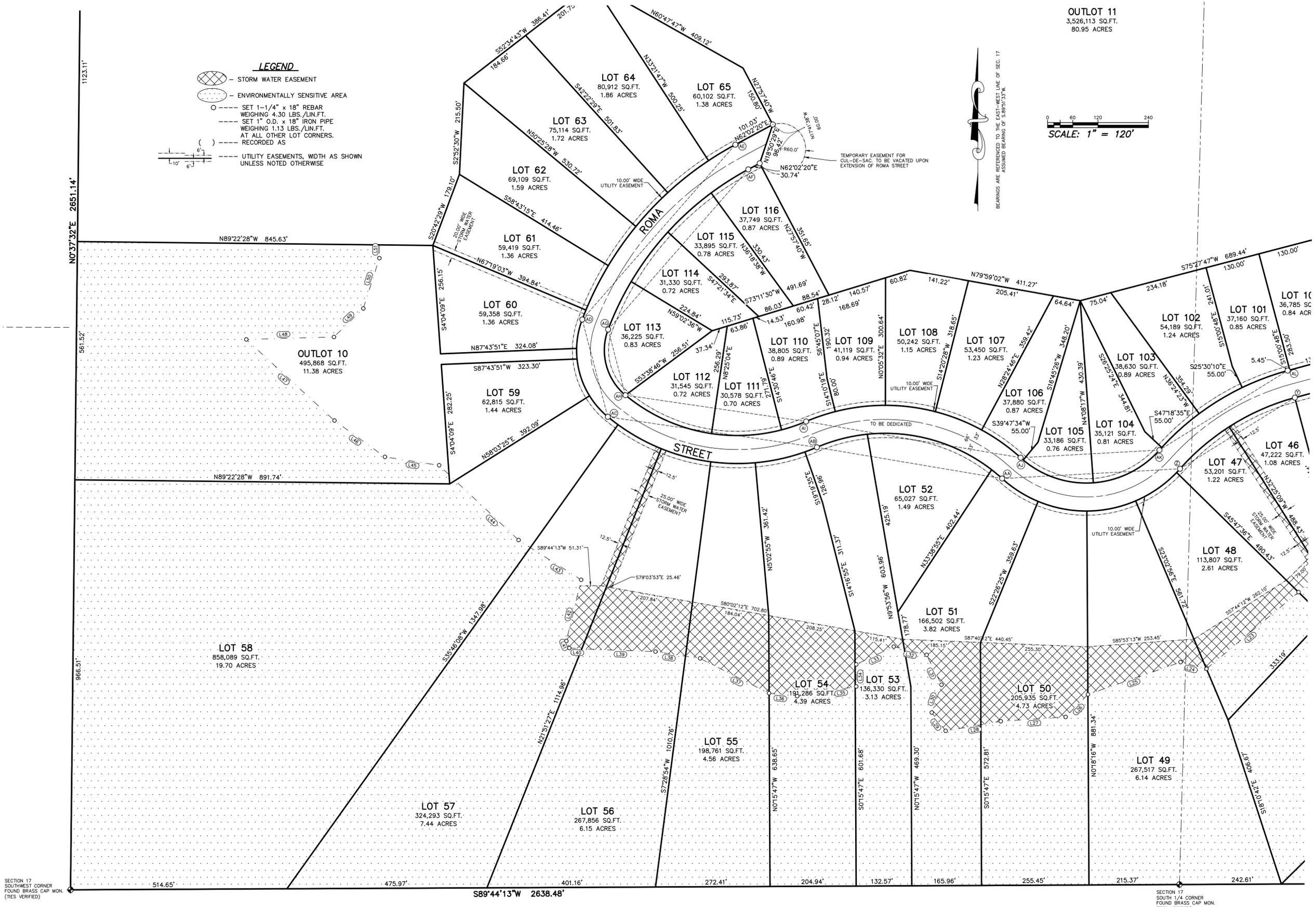
LOCATED IN THE SE 1/4 - SE 1/4,
 SW 1/4 - SE 1/4, NW 1/4 - SE 1/4,
 NE 1/4 - SW 1/4, NW 1/4 - SW 1/4,
 SW 1/4 - SW 1/4, SE 1/4 - SW 1/4,
 SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
 TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN
 SHEET 2 OF 6 SHEETS

OUTLOT 11
3,526,113 SQ.FT.
80.95 ACRES

- LEGEND**
-  STORM WATER EASEMENT
 -  ENVIRONMENTALLY SENSITIVE AREA
 -  SET 1-1/4" x 18" REBAR WEIGHING 4.30 LBS./LIN.FT.
 -  SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS./LIN.FT. AT ALL OTHER LOT CORNERS. RECORDED AS
 -  UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE

0 60 120 240
SCALE: 1" = 120'

BEARINGS ARE REFERENCED TO THE EAST-WEST LINE OF SEC. 17 ASSUMED BEARING OF S89°33'W.



SECTION 17
SOUTHWEST CORNER
FOUND BRASS CAP MON.
(TIES VERIFIED)

SECTION 17
SOUTH 1/4 CORNER
FOUND BRASS CAP MON.
(TIES VERIFIED)

PREPARED BY REAL LAND SURVEYING
CADD No: 24200 PLAT
SHEET 3 OF 6 SHEETS

UTILITY EASEMENT:
IS FOR THE USE OF THOSE UTILITIES LISTED IN THE UTILITY EASEMENT PROVISIONS ON SHEET 6. NO UTILITY LINES, PEDESTALS OR ANY APPURTENANCES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER

REVISION DATE: 05/07/2025

FIRENZE ESTATES
LOCATED IN THE SE 1/4 - SE 1/4,
SW 1/4 - SE 1/4, NW 1/4 - SE 1/4,
NE 1/4 - SW 1/4, NW 1/4 - SW 1/4,
SW 1/4 - SW 1/4, SE 1/4 - SW 1/4,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

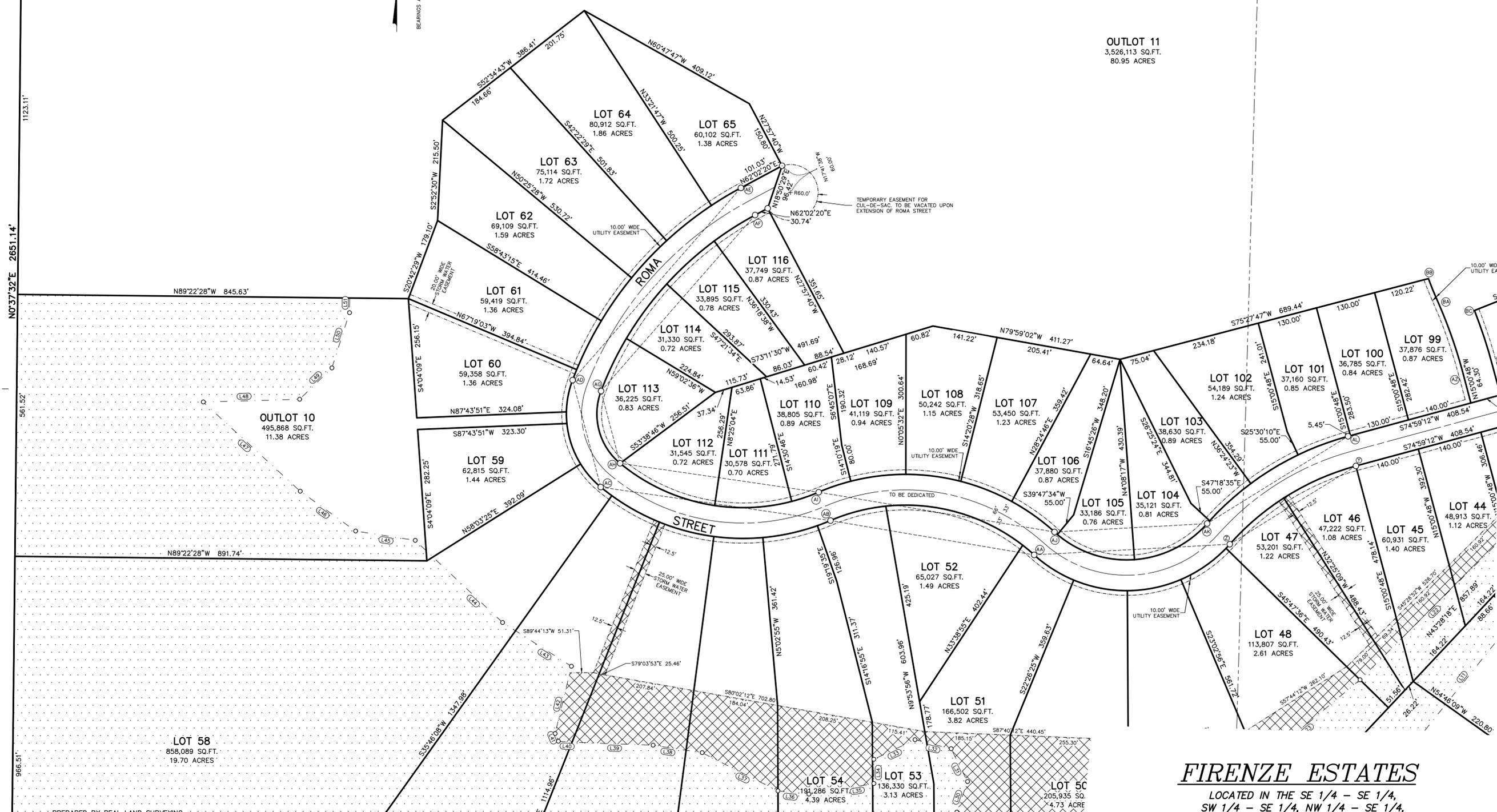
SECTION 17
WEST 1/4 CORNER
FOUND ALUMINUM MON.
(THIS VERIFIED)

LEGEND

- STORM WATER EASEMENT
- ENVIRONMENTALLY SENSITIVE AREA
- SET 1-1/4" x 18" REBAR WEIGHING 4.30 LBS./LIN.FT.
- SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS./LIN.FT. AT ALL OTHER LOT CORNERS. RECORDED AS
- UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE



BEARINGS ARE REFERENCED TO THE EAST-WEST LINE OF SEC. 17
ASSUMED BEARING OF S.89°51'33"W.



OUTLOT 11
3,526,113 SQ.FT.
80.95 ACRES

S1°37'49"W 5357.86'

N0°37'32"E 2651.14'

S61.52'

N89°22'28"W 891.74'

S95.51'

LOT 58
858,089 SQ.FT.
19.70 ACRES

PREPARED BY REAL LAND SURVEYING
CADD No: 24200 PLAT
SHEET 4 OF 6 SHEETS

UTILITY EASEMENT:
IS FOR THE USE OF THOSE UTILITIES LISTED IN THE UTILITY EASEMENT
PROVISIONS ON SHEET 6. NO UTILITY LINES, PEDESTALS OR ANY
APPURTENANCES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER

REVISION DATE: 05/07/2025

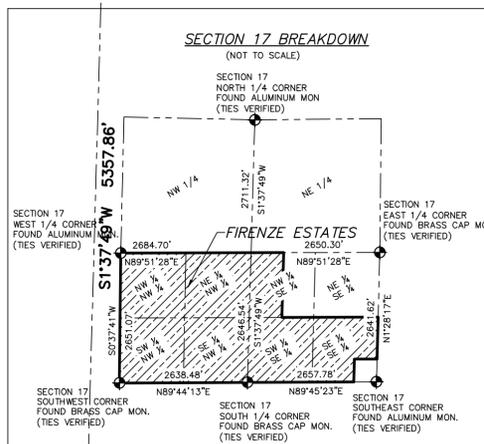
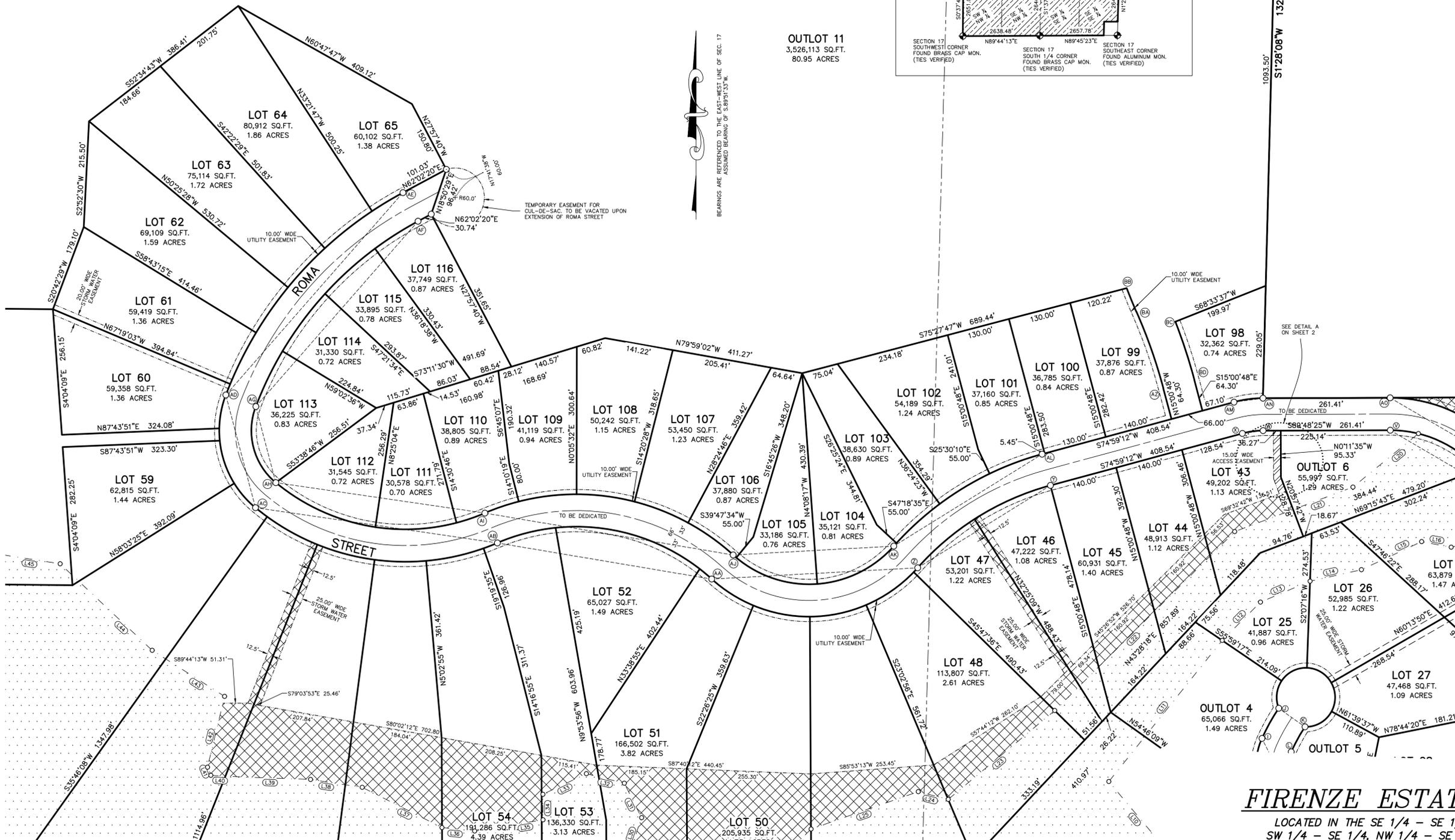
FIRENZE ESTATES

LOCATED IN THE SE 1/4 - SE 1/4,
SW 1/4 - SE 1/4, NW 1/4 - SE 1/4,
NE 1/4 - SW 1/4, NW 1/4 - SW 1/4,
SW 1/4 - SW 1/4, SE 1/4 - SW 1/4,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

LEGEND

- STORM WATER EASEMENT
- ENVIRONMENTALLY SENSITIVE AREA
- SET 1-1/4" x 18" REBAR WEIGHING 4.30 LBS./LIN.FT.
- SET 1" O.D. x 18" IRON PIPE WEIGHING 1.13 LBS./LIN.FT. AT ALL OTHER LOT CORNERS. RECORDED AS
- UTILITY EASEMENTS, WIDTH AS SHOWN UNLESS NOTED OTHERWISE

SCALE: 1" = 120'



OUTLOT 11
3,526,113 SQ.FT.
80.95 ACRES

BEARINGS ARE REFERENCED TO THE EAST-WEST LINE OF SEC. 17 ASSUMED BEARING OF S.89°51'33\"/>

TEMPORARY EASEMENT FOR CUL-DE-SAC TO BE VACATED UPON EXTENSION OF ROMA STREET

FIRENZE ESTATES

LOCATED IN THE SE 1/4 - SE 1/4,
SW 1/4 - SE 1/4, NW 1/4 - SE 1/4,
NE 1/4 - SW 1/4, NW 1/4 - SW 1/4,
SW 1/4 - SW 1/4, SE 1/4 - SW 1/4,
SECTION 17, TOWNSHIP 26 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

CURVE TABLE							CURVE TABLE							CURVE TABLE													
CURVE	LOT NO	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN	CURVE	LOT NO	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN	CURVE	LOT NO	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN	
A-B		117.05'	783.00'	008°33'55"	116.94'	S84°47'06"E	S80°30'09"E	S89°04'04"E		57	118.01'	486.06'	013°54'41"	117.72'	N61°11'12"W	N68°08'33"W	N54°13'52"W	AZ-BA		166.76'	1052.66'	009°04'35"	166.58'	N19°33'06"W	N15°00'48"W	N24°05'24"W	
B-C		121.91'	717.00'	009°44'32"	121.77'	S85°22'25"E	N89°45'19"E	S80°30'09"E		58	30.33'	486.06'	003°34'30"	30.32'	N52°26'37"W	N54°13'52"W	N50°39'22"W	BA-BB		51.49'	864.51'	003°24'45"	51.48'	S22°23'01"E	S20°40'38"E	S24°05'24"W	
D-E		177.36'	258.97'	039°14'37"	173.93'	N60°12'20"E	N79°49'39"E	N40°35'02"E	AC-AD		253.58'	203.00'	071°34'20"	237.41'	N14°52'12"W	N50°39'22"W	N20°54'58"E	BC-BD		125.47'	1118.66'	006°25'34"	125.40'	N18°13'36"W	N15°00'48"W	N21°26'23"E	
F-G		495.85'	1306.83'	021°44'23"	492.88'	S89°18'10"E	S78°25'58"E	N79°49'39"E		58	66.30'	203.00'	018°42'47"	66.01'	N41°17'59"W	N50°39'22"W	N31°56'35"W										
	16	51.54'	1306.83'	002°15'34"	51.53'	N80°57'26"E	N82°05'13"E	N79°49'39"E		59	92.63'	203.00'	026°08'37"	91.83'	N14°52'12"W	N31°56'35"W	N05°47'58"W										
	17	110.03'	1306.83'	004°49'27"	110.00'	N84°29'56"E	N86°54'40"E	N82°05'13"E	OL 10	25.02'	203.00'	007°03'38"	25.00'	N02°16'09"W	N05°47'58"W	N01°15'40"E											
	18	178.39'	1306.83'	007°49'17"	178.25'	S89°10'42"E	S85°16'04"E	N86°54'40"E		60	69.64'	203.00'	019°39'19"	69.30'	N11°05'19"E	N01°15'40"E	N20°54'58"E										
	19	142.79'	1306.83'	006°15'37"	142.72'	S82°08'15"E	S79°00'26"E	S85°16'04"E	AD-AE		561.98'	783.00'	041°07'21"	549.99'	N41°28'39"E	N20°54'58"E	N62°02'20"E										
	20	131.0'	1306.83'	000°34'28"	131.0'	S78°43'12"E	S78°25'58"E	S79°00'26"E		60	24.14'	783.00'	001°45'58"	24.14'	N21°47'58"E	N20°54'58"E	N22°40'57"E										
H-I		239.08'	133.00'	102°59'36"	208.16'	S26°56'10"E	S24°33'37"W	S78°25'58"E		61	117.48'	783.00'	008°35'48"	117.37'	N26°58'51"E	N22°40'57"E	N31°16'45"E										
	23	78.96'	133.00'	034°00'54"	77.80'	S61°25'31"E	S44°25'04"E	S78°25'58"E		62	113.38'	783.00'	008°17'47"	113.28'	N35°25'38"E	N31°16'45"E	N39°34'32"E										
	24	93.21'	133.00'	040°09'20"	91.32'	S24°20'24"E	S04°15'44"E	S44°25'04"E		63	110.01'	783.00'	008°02'59"	109.92'	N43°36'01"E	N39°34'32"E	N47°37'31"E										
OL 4		66.91'	133.00'	028°49'22"	66.20'	S10°08'57"W	S24°33'37"W	S04°15'44"E		64	123.15'	783.00'	009°00'42"	123.02'	N52°07'52"E	N47°37'31"E	N56°38'13"E										
I-J		70.50'	431.00'	009°22'20"	70.42'	S29°14'47"W	S33°55'57"W	S24°33'37"W		65	73.62'	783.00'	005°24'07"	73.80'	N59°20'16"E	N56°38'13"E	N62°02'20"E										
J-K		307.09'	60.00'	293°50'30"	66.01'	N54°59'06"W	S88°21'36"E	S21°36'36"E	AF-AG		514.61'	717.00'	041°07'21"	503.63'	N41°28'39"E	N20°54'58"E	N62°02'20"E										
OL 4		58.25'	60.00'	055°37'10"	55.99'	S06°12'04"W	S34°00'43"W	S21°36'36"E		116	104.48'	717.00'	008°20'58"	104.39'	N57°51'51"E	N53°41'22"E	N62°02'20"E										
	25	60.85'	60.00'	058°06'33"	58.28'	S63°04'00"W	N87°52'44"W	S34°00'43"W		115	138.27'	717.00'	011°02'56"	138.05'	N48°09'54"E	N42°38'26"E	N52°41'22"E										
	26	60.85'	60.00'	058°06'33"	58.28'	N58°49'27"W	N29°46'10"W	N87°52'44"W		114	146.21'	717.00'	011°41'01"	145.96'	N36°47'55"E	N30°57'24"E	N42°38'26"E										
	27	60.85'	60.00'	058°06'33"	58.28'	N00°42'54"W	N28°20'23"E	N29°46'10"W		113	125.65'	717.00'	010°02'26"	125.49'	N25°56'11"E	N20°54'58"E	N30°57'24"E										
OL 5		66.29'	60.00'	063°18'01"	62.97'	N59°59'23"E	S88°21'36"E	N28°20'23"E	AG-AH		171.14'	137.00'	071°34'20"	160.22'	N14°52'12"W	N50°39'22"W	N20°54'58"E										
K-L		58.46'	365.00'	009°01'03"	58.39'	S29°08'55"W	S33°44'12"W	S24°33'37"W		101	456.37'	420.06'	062°14'57"	434.26'	N81°46'50"W	S67°05'41"W	N50°39'22"W										
L-M		120.44'	67.00'	102°59'36"	104.86'	S26°56'10"E	S24°33'37"W	S78°25'58"E		112	226.73'	420.06'	030°55'34"	223.99'	N66°07'09"W	N81°34'56"W	N50°39'22"W										
N-O		470.81'	1240.83'	021°44'23"	467.99'	S89°18'10"E	S78°25'58"E	N79°49'39"E		111	168.11'	420.06'	022°55'50"	166.99'	S86°57'09"W	S75°29'14"W	N81°34'56"W										
	30	198.32'	1240.83'	009°09'27"	198.11'	S83°00'41"E	S78°25'58"E	S87°35'25"E		110	61.53'	420.06'	008°23'33"	61.47'	S71°17'27"W	S67°05'41"W	S75°29'14"W										
	31	213.91'	1240.83'	009°52'38"	213.64'	N87°28'16"E	S87°35'25"E	N82°31'57"E	AI-AJ		546.15'	483.00'	064°47'13"	517.52'	N80°30'43"W	N48°07'06"W	S67°05'41"W										
	32	58.59'	1240.83'	002°42'19"	58.58'	N81°10'48"E	N82°31'57"E	N79°49'39"E		110	73.62'	483.00'	008°44'00"	73.55'	S71°27'41"W	S75°49'41"W	S67°05'41"W										
P-Q		132.17'	1240.83'	009°13'37"	129.60'	N80°12'20"E	N79°49'39"E	N40°35'02"E		109	120.25'	483.00'	014°19'51"	119.94'	S82°57'37"W	N89°54'28"W	S75°49'41"W										
R-S		167.80'	167.00'	057°34'16"	160.83'	N61°24'27"W	N32°37'19"W	S89°48'25"W		108	120.12'	483.00'	014°4'56"	119.81'	N82°47'00"W	N75°39'32"W	N89°54'28"W										
T-U		325.65'	308.00'	060°34'44"	310.69'	N59°54'13"W	S89°48'25"W	N29°36'51"W		107	118.62'	420.06'	014°04'18"	118.33'	N68°37'23"W	N61°35'14"W	N75°39'32"W										
	39	5.23'	308.00'	000°88'24"	5.23'	N89°42'23"W	S89°48'25"W	N89°13'11"W		106	113.54'	483.00'	013°28'07"	113.28'	N54°51'10"W	N48°07'06"W	N61°35'14"W										
	40	105.98'	308.00'	019°42'51"	105.45'	N79°21'46"W	N89°13'11"W	N69°30'20"W		105	367.36'	234.00'	089°57'02"	330.78'	S86°54'23"W	S41°55'52"W	N48°07'06"W										
	41	80.93'	308.00'	015°03'18"	80.70'	N61°58'41"W	N69°30'20"W	N54°27'02"W		106	8.53'	234.00'	002°05'20"	8.53'	N49°09'46"W	N50°71'26"W	N48°07'06"W										
	42	133.51'	308.00'	024°50'11"	132.47'	N42°01'56"W	N54°27'02"W	N29°36'51"W		105	179.42'	234.00'	043°55'51"	175.05'	N72°10'21"W	S85°51'43"W	N50°71'26"W										
U-V		255.87'	242.00'	060°34'44"	244.11'	N59°54'13"W	N29°36'51"W	S89°48'25"W		104	179.42'	234.00'	043°55'51"	175.05'	S63°53'48"W	S41°55'52"W	S85°51'43"W										
	42	52.12'	242.00'	012°20'26"	52.02'	N35°47'03"W	N29°36'51"W	N41°57'16"W		103	362.98'	629.16'	033°03'20"	357.96'	S82°27'32"W	S74°59'12"W	S41°55'52"W										
OL 6		203.74'	242.00'	048°14'18"	197.78'	N66°04'26"W	N41°57'16"W	S89°48'25"W		104	8.34'	629.16'	000°45'33"	8.34'	S42°18'36"W	S42°41'25"W	S41°55'52"W										
W-X		43.20'	167.00'	014°49'14"	43.08'	S82°23'49"W	S89°48'25"W	S74°59'12"W		103	119.73'	629.16'	010°54'13"	119.55'	S48°08'31"W	S53°35'37"W	S42°41'25"W										
Y-Z		324.90'	563.16'	033°03'20"	320.41'	S58°27'32"W	S74°59'12"W	S41°55'52"W		102	119.73'	629.16'	010°54'13"	119.55'	S59°02'44"W	S64°29'50"W	S53°35'37"W										
	46	171.97'	563.16'	017°24'21"	170.42'	S66°17'01"W	S74°59'12"W	S57°34'51"W		101	115.18'	629.16'	010°28'22"	115.02'	S69°44'31"W	S74°59'12"W	S64°29'50"W										
	47	153.82'	563.16'	015°38'59"	153.34'	S49°45'21"W	S57°34'51"W	S41°55'52"W	AM-AN		60.27'	233.00'	014°49'14"	60.10'	S82°23'49"W	S89°48'25"W	S74°59'12"W										
Z-AA		470.98'	300.00'	089°57'02"	424.08'	S86°54'23"W	S41°55'52"W	N48°07'06"W	AO-AP		325.65'	308.00'	060°34'44"	310.69'	N59°54'13"W	N29°36'51"W	S89°48'25"W										
	47	11.91'	300.00'	002°16'32"	11.91'	S43°04'08"W	S41°55'52"W	S44°12'24"W	AP-AQ		255.87'	242.00'	060°34'44"	244.11'	N59°54'13"W	S89°48'25"W	N29°36'51"W										
	48	119.09'	300.00'	022°44'40"	118.31'	S55°34'44"W	S44°12'24"W	S66°57'04"W		13	207.55'	242.00'	049°08'19"	201.24'	N54°11'00"W	N78°45'09"W	N29°36'51"W										
	49	119.09'	300.00'	022°44'40"	118.31'	S78°19'24"W	S66°57'04"W	S89°41'44																			

**Planning and Development
April 2025**

The following bills were sent to the Finance Department for payment:

Planning

Vendor	Amount	Description	Line Item#
Concordia Wireless	30.00	Partial Electrical Permit Refund	100-15-44400-000-000
Dave Hayden	337.50	BEAD Consulting Services	100-15-56925-200-749
AGP	259.23	PD &BLUA Public Hearing Notices	100-15-56920-321-000
WI DNR	950.00	2024 NMM RA Annual Report	100-00-23170-000-000
Matt Michels	206.85	Conference Expense Reimbursement	100-15-56920-340-000
Voyager	69.75	Fuel	100-15-56920-330-000
WCZA	60.00	Annual Membership Dues	100-15-56920-324-000
Digicopy	57.67	Envelopes	100-15-56920-313-000

Resurvey

Vendor	Amount	Description	Line Item#

Emergency Management

Vendor	Amount	Description	Line Item#
ECC Highway	1,085.18	EM Trailer Repair	100-15-52924-390-723
ECC Highway	5.64	EM Trailer Repair	100-15-52924-390-723

Recycling

Vendor	Amount	Description	Line Item#
Eau Claire Area School District	2,900.00	Waste Grant Reimbursement	211-15-53637-700-748
First Choice	3,545.69	February Electronics/Batteries	211-15-53636-309-745
GFL Environmental	44,182.92	March Curbside	211-15-53635-201-000
GFL Environmental	6,196.71	Dropsite March	211-15-53635-208-000
Town of Wilson	120.00	February Recycling Attendant	211-15-53635-208-000
Earthbound Environmental Services	7,123.20	February Curbside	211-15-53635-201-000
Earthbound Environmental Services	7,113.66	March Curbside	211-15-53635-201-000
First Choice Computer Recycling	3,333.33	March Residential Electronics	211-15-53636-309-745
First Choice Computer Recycling	410.04	March Residential Batteries	211-15-53636-309-745
First Choice Computer Recycling	39.48	January Batteries (EC Pickup)	211-15-53636-309-745
Waste Management	41,651.00	March Curbside	211-15-53635-201-000

Land Conservation

Vendor	Amount	Description	Line Item#
Alex Von Haden	106.00	2025 NMFE	207-15-56924-200-708
Alvin Peterson	819.00	2025 NMFE	207-15-56924-200-708
Dean Anderson	224.00	2025 NMFE	207-15-56924-200-708
Douglas Krenz	236.00	2025 NMFE	207-15-56924-200-708
Duane Klindworth	648.00	2025 NMFE	207-15-56924-200-708
Dudley Joe Smith	700.00	2025 NMFE	207-15-56924-200-708
Jerrold Rindal	274.00	2025 NMFE	207-15-56924-200-708
Kyle Wathke	284.00	2025 NMFE	207-15-56924-200-708
Matthew Krenz	1,450.00	2025 NMFE	207-15-56924-200-708
Ronald Anderson	456.00	2025 NMFE	207-15-56924-200-708
Andrew Odegard	82.00	2025 NMFE	207-15-56924-200-708
Roger Hollister	77.50	Well Abandonment	207-15-56924-390-703
Lake EC Protection & Rehab	16,392.17	Excavation Skid Row	201-15-57735-829-000
GRAEF	7,116.50	Contracted Services	100-15-56922-200-000
Voyager	224.99	Fuel	100-15-56920-340-000
USDA	1,736.73	2025 WDACP	100-15-56922-390-702

Division	Totals
Planning	1,971.00
Resurvey	-
Emergency Management	1,090.82
Recycling	116,616.03
Land Conservation	30,826.89
Total	119,677.85