



# Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Monday, April 13, 2026 - 6:00 PM**

---

**Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone.  
Citizen participation is welcome during topic discussion periods.**

<https://teams.microsoft.com/meet/22978734336476?p=S92iio5SmtdhODPPg4>

## **Dial in by phone**

+1 929-229-5663,,798199952# United States, New York City

Find a local number

Phone conference ID: 798 199 952#

**Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.**

---

## **AGENDA**

### **CALL TO ORDER**

### **ROLL CALL**

### **APPROVAL OF AGENDA**

*A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

### **HEARING OF CITIZEN COMMENTS**

*No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.*

### **CONSENT AGENDA**

*Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.*

1. Approval of Minutes of March 9, 2026.
2. Approval of Minutes of March 30, 2026 Special Meeting.

### **PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL**

- [3.](#) Discussion and possible approval of a Conditional Use Permit for Sale of Alcohol by the Drink located at 204 W Main Street, Parcel ID #/OT 00026 for Jerman Properties LLC.
- [4.](#) Discussion and possible approval of a Conditional Use Permit for an Adult Daycare located at 1202 E Bluff Road for Kori Gainey d/b/a Camp Buckaroos. Tax Parcel # /A323600001
5. **ITEM REMOVED DUE TO PUBLICATION REQUIREMENT**  
Discussion and possible approval of a Conditional Use Permit for Automotive Sales and Repair shop for Jordan Green. Located at 415 E Main Street. Tax Parcel #WUP 00269.
- [6.](#) Discussion and possible recommendation to Common Council the creation of a Razing Buildings Ordinance.
- [7.](#) Discussion and possible recommendation to Council an ordinance creating section 19.09.291 Family Child Care Centers, and subsections 19.19.030 (H), 19.33.030 (T), and 19.48.020(E), amending subsections 19.15.030(H) and 19.18.030(H) to define permitted and conditional uses for Family Child Care Centers and Amending definition sections 19.09.177 and 19.09.173 Group Child Care Center and Adult Day Care Center.

#### **CONSIDERATION/DISCUSSION/REPORTS**

- [8.](#) Discussion and possible approval of a land split Certified Survey Map for Tax Parcel #/WUP 00305 located at 631 W Harper Street for Watson Family Trust.
- [9.](#) Discussion and possible recommendation to Common Council the sale of Parcel #'s /A444300002 and /A444200002 located in the Whitewater Technology Park on Innovation Drive and Greenway Court.
- [10.](#) Discussion and possible recommendation to Common Council the removal of the Deed Restrictions for the following Tax Parcel #'s /A503200002, /A323600001, /A323600002, /A503200001, /A410400001, /A410400002 /A414000003 and /A410400004 located along Bluff Road.

#### **FUTURE AGENDA ITEMS**

**NEXT MEETING DATE MAY 11, 2026**

#### **ADJOURNMENT**

**Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting. Those wishing to weigh in on any of the above-mentioned agenda items but unable to attend the meeting are asked to send their comments to:**  
c/o Community Development  
312 W. Whitewater Street  
Whitewater, WI 53190  
or [ldostie@whitewater-wi.gov](mailto:ldostie@whitewater-wi.gov)

*A quorum of the Common Council might be present. This notice is given to inform the public that no formal action will be taken at this meeting by the Common Council.*



# Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Monday, March 09, 2026 - 6:00 PM**

## MINUTES

### CALL TO ORDER

Meeting called to order at 6 pm

### ROLL CALL

#### PRESENT

Chairman, Councilmember Neil Hicks  
Board Member Bruce Parker  
Board Member Tom Miller  
Board Member Carol McCormick  
Vice Chairman Lynn Binnie

#### ABSENT

Board Member Michael M. Smith  
Board Member Marjorie Stoneman  
Board Member Sherry Stanek

#### STAFF

Mason Becker, Community Development Director  
Llana Dostie, Zoning Specialist  
Allison Schwark, Zoning Administrator

### APPROVAL OF AGENDA

*A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made by Board Member McCormick, Seconded by Board Member Miller.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member McCormick, Vice Chairman Binnie

### HEARING OF CITIZEN COMMENTS

*No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Specific items listed on the agenda may not be discussed at this time;*

*however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.*

None.

**CONSENT AGENDA**

*Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.*

- 1. Approval of February 9, 2026 Minutes.

Motion made by Vice Chairman Binnie, Seconded by Board Member McCormick.  
Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member McCormick, Vice Chairman Binnie

**PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL**

- 2. Discussion and possible approval of an amendment to the Conditional Use Permit for Culver's Drive-Thru Signage located at 1414 W Main Street. Tax Parcel #: A332600001

Zoning Administrator Schwark provided a background on application.

**Motion to approve conditional use permit for drive-thru signage with the planner's recommendations.**

Motion made by Vice Chairman Binnie, Seconded by Board Member Parker.  
Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member McCormick, Vice Chairman Binnie

- 3. **ITEM POSTPONED BY APPLICANT AFTER NOTICES WENT OUT**

Discussion and possible approval of a Conditional Use Permit for an Adult Daycare located at 1202 E Bluff Road for Kori Gainey d/b/a Camp Bukaroos. Tax Parcel # /A323600001.

**CONSIDERATION/DISCUSSION/REPORTS**

- 4. Discussion and possible action on appointing a member of PARC to the Comprehensive Plan Work Group.

Lynn agreed to be the represent PARC.

**Motion to appoint Lynn to Comprehensive Plan Work Group.**

Motion made by Chairman, Councilmember Hicks, Seconded by Board Member McCormick.  
Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member McCormick, Vice Chairman Binnie

**FUTURE AGENDA ITEMS**

None

**NEXT MEETING DATE APRIL 13, 2026**

**ADJOURNMENT**

Meeting adjourned at 6:11 p.m.

Motion made by Board Member Miller, Seconded by Board Member McCormick.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member McCormick, Vice Chairman Binnie



## Special Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Monday, March 30, 2026 - 6:00 PM**

### MINUTES

#### CALL TO ORDER

Meeting called to order at 6:00 p.m.

#### ROLL CALL

##### PRESENT

Board Member Tom Miller  
Board Member Michael M. Smith  
Board Member Marjorie Stoneman  
Board Member Carol McCormick  
Vice Chairman Lynn Binnie  
Board Member Sherry Stanek

##### ABSENT

Chairman, Councilmember Neil Hicks

##### STAFF

Mason Becker, Community Development Director  
Allison Schwark, Zoning Administrator  
Llana Dostie, Zoning Specialist

#### APPROVAL OF AGENDA

*A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made by Board Member McCormick, Seconded by Board Member Miller.

Voting Yea: Board Member Miller, Board Member M. Smith, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

#### HEARING OF CITIZEN COMMENTS

*No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Specific items listed on the agenda may not be discussed at this time;*

*however, citizens are invited to speak to those specific issues at the time the Commission discusses that particular item.*

None

**CONSIDERATION/DISCUSSION/REPORTS**

1. Discussion regarding the conceptual plan for Lifetime Manufacturing, LLC to be located on Innovation Drive. Tax Parcel #'s /A444300002 and /A444200002.

Zoning Administrator provided a background and information regarding concept plan and code requirements.

Larry Chapman introduced himself and answered questions.

Todd was just looking for feedback before they go to final plans.

Smith set back and fence are looking good on the outside.

Stanek concerns regarding impervious surface and making sure there is no watershed issues created.

Binnie brought up issues with the Tech Park Zoning. Would like Mason Becker to bring to the Innovation Advisory Board.

Mason Becker stated he would bring the the Board in April.

2. **ITEM REMOVED TO DUE TO MISSING DOCUMENTATION**

Discussion and possible recommendation to Common Council the sale of Parcel #'s /A444300002 and /A444200002 located in the Whitewater Technology Park on Innovation Drive and Greenway Court.

**FUTURE AGENDA ITEMS**

None

**NEXT MEETING DATE APRIL 13, 2026**

**ADJOURNMENT**

Meeting adjourned at 6:36 p.m

Motion made by Board Member Stoneman, Seconded by Board Member Stanek.

Voting Yea: Board Member Miller, Board Member M.Smith, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

**MEMORANDUM**

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning Administrator

Date: April 13, 2026

Re: Conditional Use Permit

<b>Summary of Request</b>	
<b>Requested Approvals:</b>	Conditional Use Permit (CUP)
<b>Location:</b>	204 W Main Street (/OT 00026)
<b>Current Land Use:</b>	Tavern
<b>Proposed Land Use:</b>	Tavern
<b>Current Zoning:</b>	B-2 Central Business District
<b>Proposed Zoning:</b>	N/A
<b>Future Land Use:</b>	Central Business

**Application Summary**

The applicant is requesting a Conditional Use Permit for the sale of alcohol by the drink at 204 W Main Street. In the B-2 District taverns and other places selling alcoholic beverages by the drink are only allowed by Conditional Use. The current business has been in operation for several years.

**Planner’s Recommendations**

- 1) Staff recommends the plan commission **APPROVE** the conditional use permit with the following conditions:
  - 1. The conditional use permit shall run with the applicant and not the land. Any change in ownership/licensee (or operator) will require approval of a conditional use permit for the new owner/licensee (or operator) from the Plan Commission.
  - 2. Maximum occupancy shall be as determined by the fire department and building inspector.
  - 3. The applicant shall comply with all required City and building codes.

**Conditional Use Permit Application - Submission #2160**

**Date Submitted: 2/11/2026**

**City of Whitewater**

312 W Whitewater Street  
PO Box 178  
Whitewater, WI 53190  
262-473-0540  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)

**Neighborhood Services**

Conditional Use Permit Application

## Conditional Use Application Checklist

### Applicant

1. Fill out Planning Request form, Conditional Use Application, Plan of Operation Form and Cost Recovery Certificate and Agreement. Twelve (12) copies 11 x 17, a digital copy of all submittal material:

- Application Forms
- Landscaping plan indicating location, type and size of materials (Please review Landscaping Guidelines)
- Stormwater and Erosion Control Applications (if necessary)
- Lighting (Photometric) Plan
- Add any other material you feel are pertinent

2. Application shall include the following Plan requirements:

- All plans shall be drawn to scale and show all sides of the proposed building.
- All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
- Building elevations must include the lot on which the structure is to be built and the street (s) adjacent to the lot.

3. Submit fee to City of Whitewater

### City Building Inspector/Zoning Administrator

1. Review application for accuracy and all required information
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscaping Plan will be reviewed by Urban Forestry Commission
5. When application is complete and approved by all Staff it will then be forwarded to Neighborhood Services Administrative Assistant

### Neighborhood Services Administrative Assistant

1. Conditional Use notice will be published in the local newspaper for two-week period with a one week waiting period for a total of three weeks prior to scheduled public hearing
2. Conditional Use notice will be mailed to property owners that abut the property and those that are within 300 feet minimum/and or further distance at the discretion of the zoning administrator from the property
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission meeting after notice has appeared in the newspaper for two weeks

### Process

1. Plan Commission considers applicant's request and staff review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the is forwarded as is for the second appearance for approval/denial of the final site plan.

**NOTE:** Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required, it will be scheduled at the beginning of the Plan Commission meeting.

Urban Forestry Commission usually meets the fourth Monday of each month at 5:00 p.m.

Llana Dostie, Zoning Specialist  
262-473-0144  
[ldostie@whitewater-wi.gov](mailto:ldostie@whitewater-wi.gov)

Allison Schwark, Municipal Code Enforcement  
262-249-6701  
[mcodeenforcement@gmail.com](mailto:mcodeenforcement@gmail.com)

**Site Plan Upload\***

Bar Layout.pdf

**Landscaping Plan Upload**

No fi...sen

**Lighting Plan Upload**

No fi...sen

**MSDS Sheets**

No fi...sen

**Other Information**

PXL\_20260120.jpg

**PLANNING REQUEST**

**General Project Information**

**Project Tax Key #**

**Project Address\***

**Project Title (if any)**

**Applicant, Agent & Property Owner Information**

**Applicant's First Name\***

**Applicant's Last Name\***

**Address\***

**City\***

**State\***

**Zip Code\***

Phone Number\*

Address\*

Agent Name

Agent Company

Address

City

State

Zip Code

Phone Number

Email Address

Owner First Name (if different from applicant)

Owner Last Name

Address

City

[Redacted]

State

[Redacted]

Zip Code

[Redacted]

Phone Number

[Redacted]

Fax Number

[Redacted]

Email Address

[Redacted]

**Planning Request (check all that apply)**

- Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)
- Conditional Use Permit \$275.00
- Rezone/Land Use Amendment \$400.00
- Planned Unite Development \$500.00
- Preliminary Plat \$175.00
- Final Plat \$225.00
- Certified Survey Map \$200.00 plus \$10.00 per lot
- Project Concept Review \$150.00
- Joint Conditional Use & Certified Survey Map \$500.00 plus \$10.00 per lot
- Joint Rezoning & Certified Survey Map \$500.00 plus \$10.00 per lot
- Joint Site Plan & Conditional Use \$350.00 plus \$0.05 per sq. ft (Floor Area)
- Board of Zoning Appeals/Adjustment \$300.00

**Translation Services**

**Will translation services be needed during the Plan Board meeting?\***

- Yes
- No

**If Yes, please specify the language required.**

[Redacted]

**Conditional Use Permit Application**

**I, (We) the undersigned owner(s)/agent do hereby petition the Plan Commission to grant a Zoning Amendment.**

**Address and legal description of the subject site\***

204 West Main St, Whitewater

**Tax Parcel #\***

/OT 00026

**Zoning District\***

B-2 Central Business

**Requested Conditional Use\***

Tavern

**Petitioner's interest in requested Conditional Use Permit\***

Owner of the Property

**List type and number of structures, proposed operation or use of the structure(s) or site, number of employee, parking, etc.**

One building with a bar, barbershop and apartments in the building.

**Property Owner Signature\***

Jason Jerman

**Owner's Agent Signature\***

Jason Jerman

**Address\***

[Redacted]

**Address\***

[Redacted]

**Phone and Email\***

[Redacted]

**Phone and Email\***

[Redacted]

**Zoning #**

**Application Review by**

Date

[Empty text box]

Date Filed

[Empty text box]

Dates Published

[Empty text box]

Date Notices Mailed

[Empty text box]

Plan Commission Recommendation

[Empty text box]

Date Decision Made

[Empty text box]

Plan of Operations

Property Information

Tenant Information

Property Tax Key #\*

00026

Previous Business Name\*

n/a

Property Address\*

204 West Main St.

Years in Operation\*

10+ years

Property Owner\*

Jerman Properties LLC

New Business Name\*

Ground Zero

Owner Mailing

[Redacted]

Name of Operator\*

Jeff Schellpfeffer

City, State and Zip Code\*

[Redacted]

Operator Mailing Address\*

[Redacted]

Owner's Phone #\*

[Redacted]

City, State and Zip Code\*

[Redacted]

Owner's Email\*

[Redacted]

Operator's Phoen # and Email \*

[Redacted]

New Business Use/Operation Information

Description of Business use or Operations\*

Tavern

Previous Use of Space\*

Tavern

Hours of Operations (Weekdays)\*

8:00 to close

Hours of Operations (Weekends)\*

8:00 to close

Total Area Space in Square Feet\*

2300

# Toilet Fixtures\*

6

# Full Time Employees\*

0

# of Part Time Employees\*

3-4

Customer Seating\*

- Yes
- No

Seating Capacity\*

175

Total Employee Hours Per Year (include yourself if self-employed)\*

2500

Sprinkler System\*

- Yes
- No

Hazardous/Flammable Chemicals used/stored\*

- Yes (must attach MSDS Sheets)
- No

Specified Use of Property and Building(s)

Building A\*

Bar and Multi Family Housing

**Building B**

**Building C**

**Will there be any problems resulting from this operation such as: (Check all that apply)\***

- Odors
- Smoke
- Noise
- Light
- Vibrations
- None

**Parking**

**Dimension of parking lot\***

Street Parking

**Number of Spaces Available\***

Street Parking

**Parking Lot Construction\***

- Asphalt
- Concrete

**Type of Screening\***

- Fencing
- Plantings

**Is employee parking included in "number of spaces available"??\***

- Yes
- No

**Signage(Separate Sign Permit Application Needed)**

**Type (Check all that apply)\***

- Freestanding
- Monument
- Projecting
- Awning/Canopy
- Electronic Message
- Pylon
- Arm/Post
- Window
- Mobile/Portable or Banner
- None
- Other

**If other, what type**

**Location of Signs\***

Southwest of the building

**Entertainment**

**Is there any type of music in this proposal?\***

- Yes (Separate License from Clerk's Office Required)
- No

**Live \***

- Yes
- No

**When will this be offered to customers\***

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday
- None

**What time(s) will this be offered**

8:00 to close

**Outdoor Lighting**

**Type\***

Street Lighting and entry door light

**Location\***

south and east side of the building

**Utilities**

**Will you be connected to City Water and Sewer\***

- Yes
- No

**Is there a private well on-site\***

- Yes
- No

**Types of Refuse Disposal\***

- Municipal
- Private

**Approval Date by the Department of Natural Resources of the well for proposed use**

[Empty text box for approval date]

**Approval Date by the County Health Department for existing septic system**

[Empty text box for approval date]

**What types of sanitary facilities are to be installed for the proposed operation\***

Bathrooms on the Property

**Surface Water Drainage Facilities (describe or include in site plan)\***

Street storm sewer

**Licenses/Permits**

**Is a highway access permit needed from the State, County or local Municipality\***

Yes  
 No

**Is a cigarette license required? (Separate license from Clerk's office)\***

Yes  
 No

**Is a liquor license required? (Separate license from Clerk's office)\***

Yes  
 No

**Did Wisconsin Department of Safety and Professional Services Division of Industry Services approve building plans\***

Yes  
 No

**Permitted Property Use (Please check all that apply)\***

- Single Family Dwelling
- Two Family Dwelling
- Modular Home
- Manufactured Home
- Second or greater wireless telecommunication facility
- Home occupations, professional home office for nonretail goods and services no customer access
- Multi-Family Dwellings
- Art, Music and School supply stores and galleries
- Antique, collectible and hobby craft stores
- Automotive and related parts store, without servicing
- Hotel and Motels
- Small appliance repair stores, computer or software sales and service
- Barbershops/Beauty Parlors
- Liquor stores without drive-thru facilities
- Resale Shops
- Professional and business offices
- Self-service laundries and dry-cleaning establishments
- Stationery stores, retail office supply stores
- Movie theaters
- Tourist homes and bed and breakfast
- Bakeries or candy stores with products for sale on premise only
- Appliance repair stores, including computer sales and service
- Caterers
- Post Offices
- Ice Cream and Cafes
- Toy stores
- Agricultural services
- Banks and other financial institutions without drive-thru facilities
- Camera and photographic supply stores
- Clothing, shoe stores and repair shops
- Clinics medical and dental
- Department Stores
- Drug Stores
- Florist Shops
- Food and Convenience stores without gasoline pumps
- Furniture stores
- Hardware stores
- Insurance agencies
- Jewelry stores
- Meat markets
- Paint, wallpaper, interior decorating and floor covering stores
- Restaurants without drive-thru facilities
- Sporting goods stores

- Variety stores
- Charitable or nonprofit institution or facilities
- Light assembly uses including electronics, pottery, printing, contractor shops (electrical, heating, plumbing and general contracting) provided there is no significant environmental emissions (odor or waste)
- Catalog and e-commerce sales outlets
- Day Spas
- Coffee Shops
- Gift Shops
- Public parking lots
- Tourist information and hospitality centers
- Dance Studio
- Lumberyards, building supply stores and green houses
- Manufacturing, fabrication, packing, packaging and assembly of products from furs, glass, leather, metals, paper, plaster, plastic, textiles, clay, woods and similar material
- Research facilities, development and testing laboratories, including testing facilities and equipment
- Retail sales and services linked to manufacturing and warehousing
- Production, or processing, cleaning, servicing, testing or remailer of materials, goods or products limited to the follow uses, products, components, or circumstances:
  - a) Electronic and electrical products instruments, such as transistors, semiconductors, small computers, scanners, monitors and compact communication devices
  - b) High technology products related to the fields of physics, oceanography, astrophysics, metallurgy, chemistry, biology or other scientific field offered for study by University of Whitewater
  - c) Laser technology, radiology, x-ray and ultra sound products, manufacturing and assembly
  - d) Medical and dental supplies
  - e) Optical, fiber optical and photographic products and equipment
  - f) Orthopedic and medial appliances such as artificial limbs, brace supports and stretchers
  - g) Products related to process design, process stimulation, computer hardware and software development, safety engineering
  - h) Scientific and precision instruments and components, including robotics
- Telecommunication centers (not including wireless telecommunications facilities)
- Private recreation facilities
- Freight terminals, trucking servicing and parking, warehousing and inside storage
- More than one principal structure on a lot when the additional building is a material and direct part of the primary business
- Pilot Plans and other facilities for testing manufacturing, processing or fabrication methods or for testing of products or materials
- College, Universities, Schools, Churches, Libraries, Government buildings



**Permitted Conditional Uses (Please check all that apply)**

- Planned Residential Development
- First Wireless telecommunications facility located on alternative structure only
- Attached townhouse dwellings up to four units per building
- Public and semipublic uses
- Multifamily dwellings and attached dwellings, over four units (new construction only)
- Any building over forty feet
- Conversion of existing structures resulting in more dwelling units
- Dwelling units with occupancy of six or more unrelated persons
- All uses with a drive-in and drive-thru facilities
- Automobile repair and service
- Taverns and other places selling alcoholic beverages by the drink
- Daycare centers, adult, child and doggie
- Large Retail and Commercial Service Developments
- Motor Freight Transportation
- Light manufacturing and retail uses
- Home Occupations/Professional Home offices requiring customer access
- Bed and Breakfast establishments
- Conversion of existing single-family dwellings to two-family attached dwellings
- Professional business offices in a building where principal use is residential
- Fraternity or sorority houses and group lodging facilities
- Planned Development
- Conversion of existing units with less than five bedrooms to five or more bedrooms
- Entertainment establishments, including clubs but excluding adult entertainment
- Automobile and small engine vehicles sales and rental facilities
- Car washes
- Gasoline service stations, including incidental repair and service
- Funeral homes and crematory services
- Liquor or tobacco stores
- Wholesale trade of durable and nondurable goods
- Salvage Yards

**Signatures**

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statues or Municipal Ordinances regarding my business and its lawful operations.

**Applicant's Signature\***

**Date\***

Jason Jerman

2-11-26

**Inspector/Zoning Signature**

**Date**

**Cost Recovery Certificate and Agreement**

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant's request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant's request shall be recoverable, including by not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and evaluation by the Common Council, and official action taken by the Common Council.

**PROJECT INFORMATION**

**PROJECT NAME\***

**PROJECT LOCATION\***

**APPLICANT INFORMATION**

**NAME\***

**MAILING (BILLING) ADDRESS\***

**PHONE\***

**EMAIL ADDRESS\***

**ATTORNEY INFORMATION**

**NAME**

**PHONE**

**EMAIL ADDRESS**

**SIGNATURE OF APPLICANT\***

**DATE\***

**Note to Applicant: The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.**

**RATES**

City Administration Hourly Rate Shall Not Exceed

Interim Director of Economic Development: Emily McFarland \$

Director of Public Works: Brad Marquardt \$72.33

Director of Finance: Rachelle Blich \$65.94

Clerk: Heather Boehm \$43.33

Deputy Clerk: Tiffany Albright \$29.20

NS Administrative Assistant Llana Dostie \$

Building Inspection Services

Building Inspector Commercial: Joe Mesler \$80.00

Building Inspector Residential: Jon Mesler \$80.00

City Attorney

Russell Law Offices, LLc

Attorney Timothy Brovold \$

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$49.00

**Building Inspector Date Received**

**Review by**

**Zoning Administrator Date Received**

**Reviewed by**

**Occupancy Classification**

**Occupancy Classification Surrounding Units**

**Zoning of Property**

**Use Permitted**

- By Right
- By CUP
- PC Approval Required

**Approval**

Approved  
 Denied

**Date**

**Approval**

Approved  
 Denied

**Date**

**Public Works Approval**

Approved  
 Denied

**Date**

**City Engineer Approval**

Approved  
 Denied

**Date**

**Police Department**

Approved  
 Denied

**Date**

**Fire Department Approval**

Approved  
 Denied

**Date**



NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 13<sup>th</sup> day of April 2026 at 6:00 p.m. to hold a public hearing for consideration of a Conditional Use Permit for Sale of Alcohol by the Drink located at 204 W Main Street, Parcel ID #/OT 00026 for Jerman Properties LLC.

The Conditional Use Permit Proposal is on file in the Community Development Office located at 312 W. Whitewater Street and is open to public inspection during office hours Monday through Friday, 8:00 a.m. to 4:30 p.m.

This meeting is open to the public. COMMENTS FOR, OR AGAINST THE PROPOSED PROJECT MAY BE SUBMITTED IN PERSON OR IN WRITING.

For information, call (262) 473-0540

Llana Dostie, Zoning Specialist

JOSE BARAJAS  
409 BUCKINGHAM BLVD  
WHITEWATER, WI 53190

MARY E KETTERHAGEN  
KETTERHAGEN TRUST  
1631 PEARSON CT  
WHITEWATER, WI 53190

CITY OF WHITEWATER  
312 W WHITEWATER STREET  
WHITEWATER, WI 53190

TAMMY APRAHAMIAN  
S107 W30511 SANDY BEACH RD  
MUKWONAGO, WI 53190

DRILON LLC  
2640 DEEP VALLEY CT  
PROSPER TX 75078

DAVID E SAALSAA  
184 W MAIN ST #3  
WHITEWATER, WI 53190

CENTER STREET RENTALS LLC  
W9597 BREIDSAN DR  
WHITEWATER, WI 53190

JERMAN PROPERTIES LLC  
PO BOX 616  
CAMBRIDGE WI 53523

LIVING WORD FELLOWSHIP OF  
WHITEATER INC  
212 W MAIN STREET  
WHITEWATER, WI 53190

KICH PROPERTIES LLC  
N7296 LAKESHORE AVE  
ELKHORN, WI 53121

ST JOHN LODGE 57 F. @ A.M.  
266 W MAIN STREET  
WHITEWATER, WI 53190

RIEK RD LLC  
PO BOX 233  
WHITEWATER, WI 53190

310 ALAMO LLC  
314 MAIN LLC  
1024 TARRANT DRIVE  
FONTANA, WI 53125

MARK AND KAREN BARBAR  
328 W MAIN STREET  
WHITEWATER, WI 53190

BART J KRAUS  
8320 N EAGLE DR  
MILTONWI 53563

TIMOTHY & MAKENZIE  
BRECKENRIDGE  
N2747 WILLING RD  
JEFFERSON, WI 53549

FIRST CITIZENS STATE BANK  
207 W MAIN ST  
WHITEWATER, WI 53190

WHITEWATER RENTALS LLC  
S107 W30511 SANDY BEACH RD  
MUKWONAGO, WI 53190

172 MAIN LLC  
S107 W30511 SANDY BEACH RD  
MUKWONAGO, WI 53190

LAKE COUNTRY PARTNERSHIP  
LLC  
S107 W30511 SANDY BEACH RD  
MUKWONAGO, WI 53190

STEPHEN W FAIRCHILD  
126 W CENTER STREET  
WHITEWATER, WI 53190

STONEGATE MANAGEMENT  
S107 W30511 SANDY BEACH RD  
MUKWONAGO, WI 53190

DIANE L TRAMPE  
138 CENTER ST  
WHITEWATER, WI 53190

FIRE STATION 1 LLC  
138 W CENTER STREET  
WHITEWATER, WI 53190

VAS 117 S SECOND LLC  
S52W23080 HUNTERS HOLLOW  
WAUKESHA, WI 53189

BOWERS HOUSE LLC  
S107 W30511 SANDY BEACH RD  
MUKWONAGO, WI 53190

LUIS ISLAS MARTINEZ  
EVA ARANDA VILLEGAS  
130 S ASH LN  
WHITEWATER, WI 53190

MEXSAL LLC  
565 S FRANKLIN ST  
WHITEWATER, WI 53190

HBCK, LLC  
2924 CANDELWOOD DRIVE  
JANESVILLE, WI 53546

DLK ENTERPRISES INC  
PO BOX 239  
WHITEWATER, WI 53190

AUREL BEZAT  
DANIELA BEZAT  
751 CAMBRIDGE DRIVE  
JANESVILLE, WI 53548

KD WILCOX INVESTMENTS LLC  
PO BOX 440  
WHITEWATER, WI 53190

JLY 3 LLC  
PO BOX 111  
MAYVILLE, WI 53050

BULLDOG INVESTMENTS  
109 S FIRST STREET  
WHITEWATER, WI 53190

AT & T PROPERTY MANAGEMENT  
ATTN PAT HEATHER  
918 N 26<sup>TH</sup> ST  
MILWAUKEE, WI 53233

RL 316-318 CENTER LLC  
895 E BRIAR RIDGE DR  
BROOKFIELD, WI 53045

ANTROPP PROPERTIES LLC  
GREGORY CONDOS  
158 W WHITEWATER ST  
WHITEWATER, WI 53190

STEVE O'S LLC  
156 W WHITEWATER STREET  
WHITEWATER, WI 53190

RODRIGUEZ PROPERTIES II LLC  
N9707 N MCCORD RD  
WHITEWATER, WI 53190

VAS 135 W CENTER LLC  
S52W23080 HUNTERS HOLLOW  
WAUKEHSA WI 53189

MIQUIS LLC  
11337 E COUNTY ROAD N  
WHITEWATER, WI 53190

MARIETTA RENTALS LLC  
123 W CENTER STREET  
WHITEWATER, WI 53190

WISCONSIN DAIRY SUPPLY CO TAX  
COMMISSIONER C.M.ST.P. & P. RR  
CO  
PO BOX 239  
WHITEWATER, WI 53190

COMMERCIAL BANK  
70 NORTH MAIN ST  
FORT ATKINSON, WI 53538

ASSOCIATED BACK MS 8227  
433 MAIN STREET  
GREEN BAY WI 54301

US POSTAL OFFICE  
213 W CENTER STREET  
WHITEWATER, WI 53190

BUEHLER LAW OFFICE LLC  
266 LAKEVIEW DR  
WHITEWATER, WI 53190

ROBERT ARDELT TRUST  
835 WALWORTH AVE  
WHITEWATER, WI 53190

BRADLEY & KODI MORTON  
131 N FREMONT ST  
WHITEWATER, WI 53190

JAMES EHLERS TRUST  
11325 E KEATS AVE  
MESA, AZ 85209

BLAKE S SCHARINE  
4213 N SCHARINE RD  
WHITEWATER WI 53190

JOSE F SOTO  
AMANDA R SOTO  
234 W NORTH ST  
WHITEWATER WI 53190

D & L TRIEBOLD TRUST  
N7318 ENGEL ROAD  
WHITEWATER, WI 53190

JVULTAGGIO LLC  
W2862 STATE RD 59  
WHITEWATER, WI 53190

COURTNEY WILT  
130 N FREMONT ST  
WHITEWATER, WI 53190

MATTHEW J PORTER  
126 N FREMONT ST  
WHITEWATER, WI 53190

DANIEL VANG  
LEE VANG  
W5255 E RAPIDS RD  
JEFFERSON, WI 53549

AUBREY L HANNA  
CLAY M THOMPSON  
318 W NORTH STREET  
WHITEWATER, WI 53190

LORI HILL  
ROMIE JOHNSON  
W4787 YANDRY ROAD  
WHITEWATER, WI 53190

ARACELI PARTIDA  
371 W ANN STREET  
WHTIEWATER, WI 53190

ANTONIO ARANDA  
PO BOX 293  
WHITEWATER, WI 53190

SHYNA STATDFIELD  
132 N GEORGE ST  
WHITEWATER, WI 53190

STEVEN CHRISTOPHER S  
TRUST  
ERIN MARIE SPEAR TRUST  
577 EHLERT CT  
WHITEWATER WI 53190

Item 3.

MICHAEL J RIPLEY  
138 N GEORGE ST  
WHITEWATER, WI 53190



# MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: April 13, 2026

Re: Conditional Use Permit Request

Summary of Request	
<b>Requested Approvals:</b>	Conditional Use Permit
<b>Location:</b>	1202 E Bluff Road (/A323600001)
<b>Current Land Use:</b>	Highway Commercial
<b>Proposed Land Use:</b>	NA
<b>Current Zoning:</b>	B-3 Highway Commercial & Light Industrial
<b>Proposed Zoning:</b>	NA
<b>Future Land Use, Comprehensive Plan:</b>	Highway Commercial

## Conditional Use Review

Kori Gainey is seeking approval for a conditional use permit at 1202 E Bluff Road. This location is currently zoned B-3, and the applicants seeks to operate an adult daycare center, Camp Buckaroos. Daycares, both child and adult, are a conditional use in B-3 district, following the proposed zoning text amendment to **19.33.030**.

The applicant is seeking to open the facilities from 7:00AM to 8:00PM, however the days of the week were not established in the narrative provided with the application. The maximum number of participants is 30 per day, and the staff to participant ratio is 1 staff member per 8 participants. All programs and transportation will be handled by the facility, and all state guidelines will be adhered to for safe operations.

**Planner's Recommendations**

- 1) Staff recommend that the Plan Commission **APPROVE** the Conditional Use Permit for an adult daycare facility at 1202 E Bluff Road with the following conditions:
  - a. The proposed zoning text amendment to allow daycare facilities in the B-3 zoning district must be fully approved and adopted by the City of Whitewater Common Council.
  - b. The number of participants shall not exceed 30 at any given time.

**Camp Buckaroos LLC**  
1202 E Bluff Road  
Whitewater, WI 53190

Date: January 18, 2026

**City of Whitewater – Planning & Zoning / Plan Commission**

**RE: Conditional Use Permit Request – Adult Day Center (Adults with Disabilities)**

Site Address: 1202 E Bluff Road, Whitewater, WI 53190

Dear Plan Commission Members,

I am writing on behalf of Camp Buckaroos LLC to request approval of a Conditional Use Permit (CUP) to operate an Adult Day Center (Adult Day Services) for adults with disabilities at 1202 E Bluff Road, Whitewater, WI 53190

Camp Buckaroos LLC will provide a safe, structured daytime program that supports adults with disabilities through supervision, daily activities, and individualized care based on participant needs.

Proposed operations include:

- Hours: 7:00 AM – 8:00 PM
- Capacity: Up to 30 participants per day
- Staffing: Approximately 1 staff per 8 participants (adjusted based on needs)
- Transportation: Vans will be used for participant transportation

We are committed to maintaining a safe and respectful facility that follows all applicable city, county, and state requirements, and we will manage transportation and daily operations to minimize community impact.

Thank you for your time and consideration. I am available to answer questions and attend any required meetings or hearings.

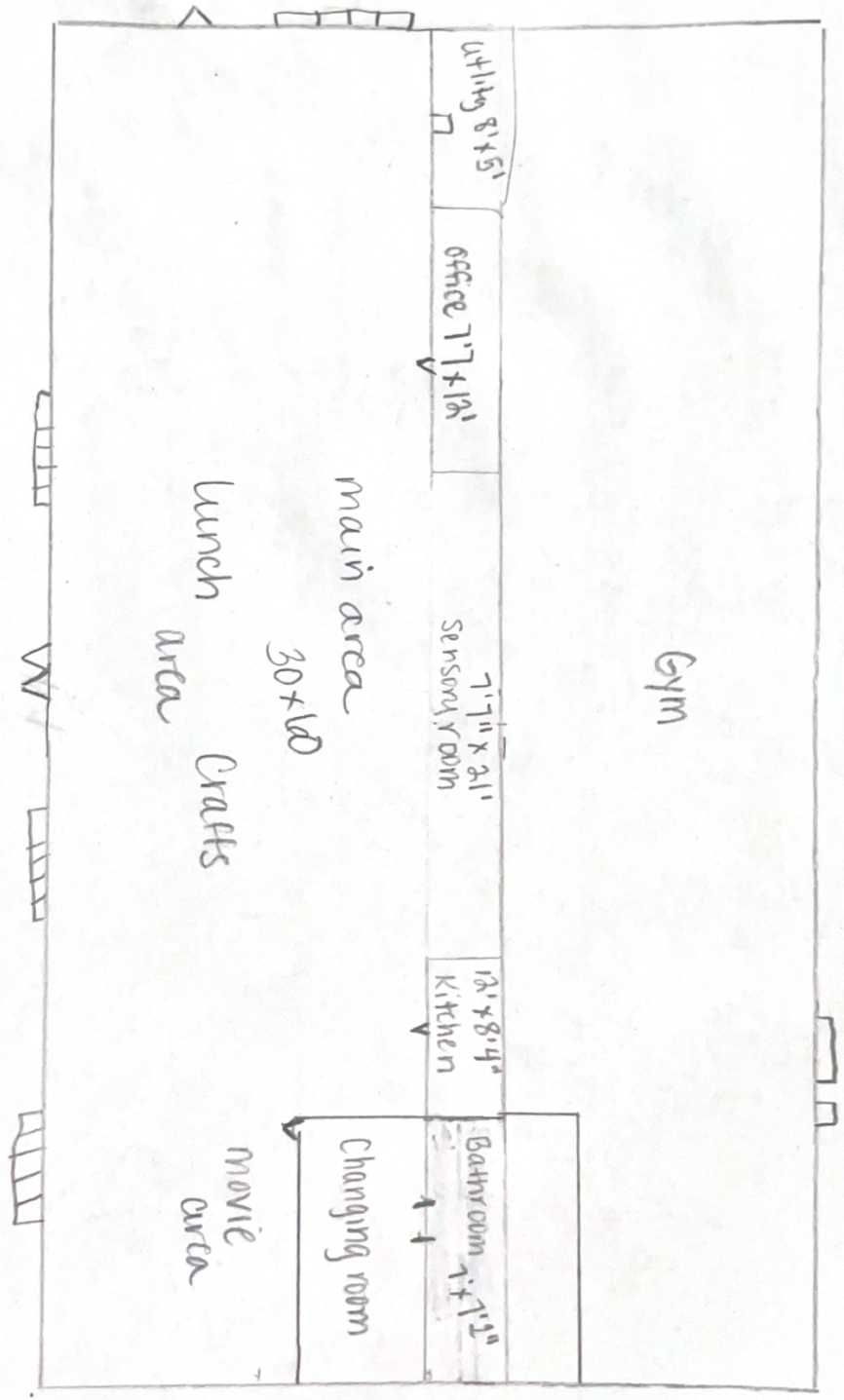
Sincerely,

Kori Gainey

Director, Camp Buckaroos LLC

Phone: 920-728-4780

Email: [kgainey@buckaroosafh.com](mailto:kgainey@buckaroosafh.com)



**Conditional Use Permit Application - Submission #2134**

**Date Submitted: 1/18/2026**

**City of Whitewater**

312 W Whitewater Street  
PO Box 178  
Whitewater, WI 53190  
262-473-0540  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)

**Neighborhood Services**

Conditional Use Permit Application

## Conditional Use Application Checklist

### Applicant

1. Fill out Planning Request form, Conditional Use Application, Plan of Operation Form and Cost Recovery Certificate and Agreement. Twelve (12) copies 11 x 17, a digital copy of all submittal material:

- Application Forms
- Landscaping plan indicating location, type and size of materials (Please review Landscaping Guidelines)
- Stormwater and Erosion Control Applications (if necessary)
- Lighting (Photometric) Plan
- Add any other material you feel are pertinent

2. Application shall include the following Plan requirements:

- All plans shall be drawn to scale and show all sides of the proposed building.
- All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
- Building elevations must include the lot on which the structure is to be built and the street (s) adjacent to the lot.

3. Submit fee to City of Whitewater

### City Building Inspector/Zoning Administrator

1. Review application for accuracy and all required information
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscaping Plan will be reviewed by Urban Forestry Commission
5. When application is complete and approved by all Staff it will then be forwarded to Neighborhood Services Administrative Assistant

### Neighborhood Services Administrative Assistant

1. Conditional Use notice will be published in the local newspaper for two-week period with a one week waiting period for a total of three weeks prior to scheduled public hearing
2. Conditional Use notice will be mailed to property owners that abut the property and those that are within 300 feet minimum/and or further distance at the discretion of the zoning administrator from the property
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission meeting after notice has appeared in the newspaper for two weeks

### Process

1. Plan Commission considers applicant's request and staff review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the is forwarded as is for the second appearance for approval/denial of the final site plan.

**NOTE:** Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required, it will be scheduled at the beginning of the Plan Commission meeting.

Urban Forestry Commission usually meets the fourth Monday of each month at 5:00 p.m.

Llana Dostie, Zoning Specialist  
262-473-0144  
[ldostie@whitewater-wi.gov](mailto:ldostie@whitewater-wi.gov)

Allison Schwark, Municipal Code Enforcement  
262-249-6701  
[mcodeenforcement@gmail.com](mailto:mcodeenforcement@gmail.com)

**Site Plan Upload\***

WW Camp.pdf

**Landscaping Plan Upload**

No fi...sen

**Lighting Plan Upload**

No fi...sen

**MSDS Sheets**

No fi...sen

**Other Information**

No fi...sen

**PLANNING REQUEST**

**General Project Information**

**Project Tax Key #**

**Project Address\***

1202 E Bluff Road Whitewater, WI 53190

**Project Title (if any)**

Camp Buckaroos

**Applicant, Agent & Property Owner Information**

**Applicant's First Name\***

Kori

**Applicant's Last Name\***

Gainey

**Address\***

[Redacted]

**City\***

[Redacted]

**State\***

[Redacted]

**Zip Code\***

[Redacted]

Phone Number\*

Email Address\*

Agent Name

Agent Company

Address

City

State

Zip Code

Phone Number

Email Address

Owner First Name (if different from applicant)

Owner Last Name

Address

City

[Redacted]

State

[Redacted]

Zip Code

[Redacted]

Phone Number

[Redacted]

Fax Number

[Redacted]

Email Address

[Redacted]

**Planning Request (check all that apply)**

- Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)
- Conditional Use Permit \$275.00
- Rezone/Land Use Amendment \$400.00
- Planned Unite Development \$500.00
- Preliminary Plat \$175.00
- Final Plat \$225.00
- Certified Survey Map \$200.00 plus \$10.00 per lot
- Project Concept Review \$150.00
- Joint Conditional Use & Certified Survey Map \$500.00 plus \$10.00 per lot
- Joint Rezoning & Certified Survey Map \$500.00 plus \$10.00 per lot
- Joint Site Plan & Conditional Use \$350.00 plus \$0.05 per sq. ft (Floor Area)
- Board of Zoning Appeals/Adjustment \$300.00

**Translation Services**

**Will translation services be needed during the Plan Board meeting?\***

- Yes
- No

**If Yes, please specify the language required.**

[Redacted]

**Conditional Use Permit Application**

**I, (We) the undersigned owner(s)/agent do hereby petition the Plan Commission to grant a Zoning Amendment.**

**Address and legal description of the subject site\***

1202 E Bluff Road Whitewater WI Camp Buckaroos

**Tax Parcel #\***

/A32600001

**Zoning District\***

Walworth

**Requested Conditional Use\***

Adult DayCare for disabled

**Petitioner's interest in requested Conditional Use Permit\***

opening an adult daycare for the disabled in the county and surrounding area

**List type and number of structures, proposed operation or use of the structure(s) or site, number of employee, parking, etc.**

Rental property attached structure to 3 other business, parking is shared for all business and employees with be determined by the amount of members we have.

**Property Owner Signature\***

Mark Voelz

**Owner's Agent Signature\***

Bride Puntillo

**Address\***

Unknown

**Address\***

[Redacted]

**Phone and Email\***

unknown

**Phone and Email\***

[Redacted]

**Zoning #**

**Application Review by**

Date

[Empty text box]

Date Filed

[Empty text box]

Dates Published

[Empty text box]

Date Notices Mailed

[Empty text box]

Plan Commission Recommendation

[Empty text box]

Date Decision Made

[Empty text box]

Plan of Operations

Property Information

Tenant Information

Property Tax Key #\*

/A323600001

Previous Business Name\*

Camp Buckaroos

Property Address\*

1202 E Bluff Road Whitewater, WI 53190

Years in Operation\*

3 Years

Property Owner\*

ACG Development #1 LLC

New Business Name\*

Camp Buckaroos

Owner Mailing Address\*

[Redacted]

Name of Operator\*

Kori Gainey

City, State and Zip Code\*

[Redacted]

Operator Mailing Address\*

[Redacted]

Owner's Phone #\*

[Redacted]

City, State and Zip Code\*

[Redacted]

Owner's Email\*

[Redacted]

Operator's Phoen # and Email \*

[Redacted]

New Business Use/Operation Information

Description of Business use or Operations\*

Adult Day Care for disabled adults

Previous Use of Space\*

flooring company

Hours of Operations (Weekdays)\*

7am-8pm

Hours of Operations (Weekends)\*

7am-8pm

Total Area Space in Square Feet\*

3490

# Toilet Fixtures\*

1

# Full Time Employees\*

4

# of Part Time Employees\*

4

Customer Seating\*

Yes  
 No

Seating Capacity\*

30

Total Employee Hours Per Year (include yourself if self-employed)\*

6000

Sprinkler System\*

Yes  
 No

Hazardous/Flammable Chemicals used/stored\*

Yes (must attach MSDS Sheets)  
 No

Specified Use of Property and Building(s)

Building A\*

Adult DayCare for disabled adults

**Building B**

**Building C**

**Will there be any problems resulting from this operation such as: (Check all that apply)\***

- Odors
- Smoke
- Noise
- Light
- Vibrations
- None

**Parking**

**Dimension of parking lot\***

shared parking

**Number of Spaces Available\***

12

**Parking Lot Construction\***

- Asphalt
- Concrete

**Type of Screening\***

- Fencing
- Plantings

**Is employee parking included in "number of spaces available"??\***

- Yes
- No

**Signage(Separate Sign Permit Application Needed)**

**Type (Check all that apply)\***

- Freestanding
- Monument
- Projecting
- Awning/Canopy
- Electronic Message
- Pylon
- Arm/Post
- Window
- Mobile/Portable or Banner
- None
- Other

**If other, what type**

mounted on building

**Location of Signs\***

front of building

**Entertainment**

**Is there any type of music in this proposal?\***

- Yes (Separate License from Clerk's Office Required)
- No

**Live \***

- Yes
- No

**When will this be offered to customers\***

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday
- None

**What time(s) will this be offered**

None

**Outdoor Lighting**

**Type\***

property owner has outside lights

**Location\***

by doors

**Utilities**

**Will you be connected to City Water and Sewer\***

- Yes
- No

**Is there a private well on-site\***

- Yes
- No

**Types of Refuse Disposal\***

- Municipal
- Private

**Approval Date by the Department of Natural Resources of the well for proposed use**

**Approval Date by the County Health Department for existing septic system**

**What types of sanitary facilities are to be installed for the proposed operation\***

N/A

**Surface Water Drainage Facilities (describe or include in site plan)\***

N/A

**Licenses/Permits**

**Is a highway access permit needed from the State, County or local Municipality\***

Yes  
 No

**Is a cigarette license required? (Separate license from Clerk's office)\***

Yes  
 No

**Is a liquor license required? (Separate license from Clerk's office)\***

Yes  
 No

**Did Wisconsin Department of Safety and Professional Services Division of Industry Services approve building plans\***

Yes  
 No

**Permitted Property Use (Please check all that apply)\***

- Single Family Dwelling
- Two Family Dwelling
- Modular Home
- Manufactured Home
- Second or greater wireless telecommunication facility
- Home occupations, professional home office for nonretail goods and services no customer access
- Multi-Family Dwellings
- Art, Music and School supply stores and galleries
- Antique, collectible and hobby craft stores
- Automotive and related parts store, without servicing
- Hotel and Motels
- Small appliance repair stores, computer or software sales and service
- Barbershops/Beauty Parlors
- Liquor stores without drive-thru facilities
- Resale Shops
- Professional and business offices
- Self-service laundries and dry-cleaning establishments
- Stationery stores, retail office supply stores
- Movie theaters
- Tourist homes and bed and breakfast
- Bakeries or candy stores with products for sale on premise only
- Appliance repair stores, including computer sales and service
- Caterers
- Post Offices
- Ice Cream and Cafes
- Toy stores
- Agricultural services
- Banks and other financial institutions without drive-thru facilities
- Camera and photographic supply stores
- Clothing, shoe stores and repair shops
- Clinics medical and dental
- Department Stores
- Drug Stores
- Florist Shops
- Food and Convenience stores without gasoline pumps
- Furniture stores
- Hardware stores
- Insurance agencies
- Jewelry stores
- Meat markets
- Paint, wallpaper, interior decorating and floor covering stores
- Restaurants without drive-thru facilities
- Sporting goods stores

- Variety stores
- Charitable or nonprofit institution or facilities
- Light assembly uses including electronics, pottery, printing, contractor shops (electrical, heating, plumbing and general contracting) provided there is no significant environmental emissions (odor or waste)
- Catalog and e-commerce sales outlets
- Day Spas
- Coffee Shops
- Gift Shops
- Public parking lots
- Tourist information and hospitality centers
- Dance Studio
- Lumberyards, building supply stores and green houses
- Manufacturing, fabrication, packing, packaging and assembly of products from furs, glass, leather, metals, paper, plaster, plastic, textiles, clay, woods and similar material
- Research facilities, development and testing laboratories, including testing facilities and equipment
- Retail sales and services linked to manufacturing and warehousing
- Production, or processing, cleaning, servicing, testing or remailer of materials, goods or products limited to the follow uses, products, components, or circumstances:
  - a) Electronic and electrical products instruments, such as transistors, semiconductors, small computers, scanners, monitors and compact communication devices
  - b) High technology products related to the fields of physics, oceanography, astrophysics, metallurgy, chemistry, biology or other scientific field offered for study by University of Whitewater
  - c) Laser technology, radiology, x-ray and ultra sound products, manufacturing and assembly
  - d) Medical and dental supplies
  - e) Optical, fiber optical and photographic products and equipment
  - f) Orthopedic and medial appliances such as artificial limbs, brace supports and stretchers
  - g) Products related to process design, process stimulation, computer hardware and software development, safety engineering
  - h) Scientific and precision instruments and components, including robotics
- Telecommunication centers (not including wireless telecommunications facilities)
- Private recreation facilities
- Freight terminals, trucking servicing and parking, warehousing and inside storage
- More than one principal structure on a lot when the additional building is a material and direct part of the primary business
- Pilot Plans and other facilities for testing manufacturing, processing or fabrication methods or for testing of products or materials
- College, Universities, Schools, Churches, Libraries, Government buildings



**Permitted Conditional Uses (Please check all that apply)**

- Planned Residential Development
- First Wireless telecommunications facility located on alternative structure only
- Attached townhouse dwellings up to four units per building
- Public and semipublic uses
- Multifamily dwellings and attached dwellings, over four units (new construction only)
- Any building over forty feet
- Conversion of existing structures resulting in more dwelling units
- Dwelling units with occupancy of six or more unrelated persons
- All uses with a drive-in and drive-thru facilities
- Automobile repair and service
- Taverns and other places selling alcoholic beverages by the drink
- Daycare centers, adult, child and doggie
- Large Retail and Commercial Service Developments
- Motor Freight Transportation
- Light manufacturing and retail uses
- Home Occupations/Professional Home offices requiring customer access
- Bed and Breakfast establishments
- Conversion of existing single-family dwellings to two-family attached dwellings
- Professional business offices in a building where principal use is residential
- Fraternity or sorority houses and group lodging facilities
- Planned Development
- Conversion of existing units with less than five bedrooms to five or more bedrooms
- Entertainment establishments, including clubs but excluding adult entertainment
- Automobile and small engine vehicles sales and rental facilities
- Car washes
- Gasoline service stations, including incidental repair and service
- Funeral homes and crematory services
- Liquor or tobacco stores
- Wholesale trade of durable and nondurable goods
- Salvage Yards

**Signatures**

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statues or Municipal Ordinances regarding my business and its lawful operations.

**Applicant's Signature\***

**Date\***

Kori Gainey

01/18/2026

**Inspector/Zoning Signature**

**Date**

**Cost Recovery Certificate and Agreement**

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant's request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant's request shall be recoverable, including but not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and evaluation by the Common Council, and official action taken by the Common Council.

**PROJECT INFORMATION**

**PROJECT NAME\***

**PROJECT LOCATION\***

**APPLICANT INFORMATION**

**NAME\***

**MAILING (BILLING) ADDRESS\***

**PHONE\***

**EMAIL ADDRESS\***

**ATTORNEY INFORMATION**

**NAME**

**PHONE**

**EMAIL ADDRESS**

**SIGNATURE OF APPLICANT\***

Kori Gainey

**DATE\***

1/18/2026

**Note to Applicant: The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.**

**RATES**

City Administration Hourly Rate Shall Not Exceed

Interim Director of Economic Development: Emily McFarland \$

Director of Public Works: Brad Marquardt \$72.33

Director of Finance: Rachelle Blich \$65.94

Clerk: Heather Boehm \$43.33

Deputy Clerk: Tiffany Albright \$29.20

NS Administrative Assistant Llana Dostie \$

Building Inspection Services

Building Inspector Commercial: Joe Mesler \$80.00

Building Inspector Residential: Jon Mesler \$80.00

City Attorney

Russell Law Offices, LLc

Attorney Timothy Brovold \$

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$49.00

**Building Inspector Date Received**

**Review by**

**Zoning Administrator Date Received**

**Reviewed by**

**Occupancy Classification**

**Occupancy Classification Surrounding Units**

**Zoning of Property**

**Use Permitted**

- By Right
- By CUP
- PC Approval Required

**Approval**

Approved  
 Denied

**Date**

[Empty box]

**Approval**

Approved  
 Denied

**Date**

[Empty box]

**Public Works Approval**

Approved  
 Denied

**Date**

[Empty box]

**City Engineer Approval**

Approved  
 Denied

**Date**

[Empty box]

**Police Department**

Approved  
 Denied

**Date**

[Empty box]

**Fire Department Approval**

Approved  
 Denied

**Date**

[Empty box]



NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 13<sup>th</sup> day of April, 2026 at 6:00 p.m. to hold a public hearing for a Conditional Use Permit for an Adult Daycare at 1202 E Bluff Road, Tax Parcel Id # /A323600001.

The Proposal is on file in the Community Development Department located at 312 W. Whitewater Street and is open to public inspection during office hours Monday through Friday, 8:00 a.m. to 4:30 p.m.

This meeting is open to the public. COMMENTS FOR, OR AGAINST THE PROPOSED PROJECT MAY BE SUBMITTED IN PERSON OR IN WRITING.

For information, call (262) 473-0540

Llana Dostie, Zoning Specialist

CITY OF WHITEWATER 'PUMP HOUSE'  
312 W WHITEWATER ST  
WHITEWATER, WI 53190-9000

BLUFF RIDGE APARTMENTS LLC  
DECKER PROPERTIES INC  
250 N SUNNY SLOPE RD STE 290  
BROOKFIELD, WI 53005

VAS BLUFF ROAD LLC  
S52W23080 HUNTERS HOLLOW CT  
WAUKESHA, WI 53189-8900

WHITEWATER ALPHA REAL ESTATE LLC  
811 ROBERT ST  
FORT ATKINSON, WI 53538-3800

CITY OF WHITEWATER  
452 W MAIN ST  
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER  
312 W WHITEWATER ST  
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER 'PUMP HOUSE'  
312 W WHITEWATER ST  
WHITEWATER, WI 53190-9000

BRENDA K VOLK  
1277 E BLUFF RD  
UT #1  
WHITEWATER, WI 53190-9000

ERIKA MARTIN  
1277 E BLUFF RD UT 2  
WHITEWATER, WI 53190-9000

KARIN A FERRELL  
1277 E BLUFF RD UT 3  
WHITEWATER, WI 53190-9000

SAM STRITZEL  
1277 E BLUFF RD UT 4  
WHITEWATER, WI 53190-9000

DAVID W JONES  
REBECCA L JONES  
1277 E BLUFF RD UT #5  
WHITEWATER, WI 53190-9000

JEFFREY M SORENSEN  
1277 E BLUFF RD #6  
WHITEWATER, WI 53190-9000

KATHLEEN F DITTNER  
1277 E BLUFF RD #7  
WHITEWATER, WI 53190-9000

ANNETTE C POSH  
1277 E BLUFF RD #8  
WHITEWATER, WI 53190-9000

J JESUS CERNA-SANCHEZ  
MARIA SANTOS-SERNA  
1277 E BLUFF RD #9  
WHITEWATER, WI 53190-9000

ANGEL VALADEZ  
MARIA G VALADEZ  
2218 W LYNDAL ST  
CHICAGO, IL 60647

DONALD J QUASS  
GAYLE M QUASS  
1277 E BLUFF RD  
UT 11  
WHITEWATER, WI 53190

SHARON E RUCK  
1277 E BLUFF RD UNIT 12  
WHITEWATER, WI 53190-9000

LISA E SCHAAL  
1277 E BLUFF RD UT 13  
WHITEWATER, WI 53190-9000

EVA ARANDA  
LUIS ISLAS MARTINEZ  
1277 E BLUFF RD, UNIT 14  
WHITEWATER, WI 53190-9000

ELIZABETH M BONUSO  
1277 E BLUFF RD  
UT #15  
WHITEWATER, WI 53190

MICHAEL B KRAHN  
1277 E BLUFF RD #16  
WHITEWATER, WI 53190

MIRANDA LONG  
1158 BLUFF RD  
WHITEWATER, WI 53190-9000

LUIS VILLEGAS  
1152 BLUFF RD  
WHITEWATER, WI 53190-9000

GALE M BEHRENS  
1169 E BLUFF RD  
WHITEWATER, WI 53190

DAVID C TRAXLER  
DOROTHY L TRAXLER  
1161 E BLUFF RD  
WHITEWATER, WI 53190

JEREMY C JACOBS  
1153 E BLUFF RD  
WHITEWATER, WI 53190

JAMES CAMPBELL  
HANNAH CAMPBELL  
1149 BLUFF RD  
WHITEWATER, WI 53190-9000

WEILER & COMPANY INC  
1116 E MAIN ST  
WHITEWATER, WI 53190-0300

STATE OF WISCONSIN DEPT OF TRANSPC  
PO BOX 7921  
MADISON, WI 53707-2100

COMMUNITY DEVELOPMENT AUTHORITY  
312 W WHITEWATER ST  
P.O. BOX 178  
WHITEWATER, WI 53190-9000

*Item 4.*





# PARC Agenda Item

Meeting Date:	April 13, 2026
Agenda Item:	Razing of Buildings
Staff Contact (name, email, phone):	Llana Dostie, Zoning Specialist

**BACKGROUND**  
(Enter the who, what when, where, why)

Following a review of the City Code, staff identified that regulations governing the razing of buildings and structures does not currently exist. This ordinance is being drafted to formally establish those standards. Requiring demolition permits helps ensure the health, safety, and welfare of residents by establishing clear standards and oversight for the removal of structures. These permits would apply when a property owner proposes to demolish a residential dwelling, commercial building, or accessory structure such as a garage. The permitting process allows the City to ensure demolition activities are conducted in a consistent manner and in accordance with recognized best practices. The ordinance has been revised from the last meeting with the notes from Commission member Binnie and notes from the City Attorney.

**PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS**  
(Dates, committees, action taken)

January 12, 2026-Commission sent back for revision using Commission Member Binnie’s notes.

**FINANCIAL IMPACT**  
(If none, state N/A)

N/A

**STAFF RECOMMENDATION**

Staff recommend that the City of Whitewater PARC:

1. Recommend approval of all ordinance sections to the Whitewater Common Council.

**ATTACHMENT(S) INCLUDED**  
(If none, state N/A)

Draft Ordinance.



NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 12<sup>th</sup> day of January, 2026 at 6:00 p.m. to hold a public hearing for discussion and recommendations to Common Council to create the following Zoning Ordinance:

- 1. Creating § 14.17 Razing of Buildings.

The Proposal is on file in the Neighborhoods Services Office located at 312 W. Whitewater Street and is open to public inspection during office hours Monday through Friday, 8:00 a.m. to 4:30 p.m.

This meeting is open to the public. COMMENTS FOR, OR AGAINST THE PROPOSED PROJECT MAY BE SUBMITTED IN PERSON OR IN WRITING.

For information, call (262) 473-0540

Llana Dostie, Zoning Specialist

**ORDINANCE NO. [REDACTED]**  
**AN ORDINANCE CREATING**  
**CHAPTER 14.17 RAZING OF BUILDINGS.**

WHEREAS, this ordinance was reviewed by the [REDACTED] [committee/commission] and is recommended for adoption by said committee; and,

WHEREAS, [reasons to adopt ordinances are not required, but as many as are relevant can be added here]; and,

WHEREAS, [each whereas should be a complete sentence or independent justification.]

**The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:**

**SECTION 1.** Whitewater Municipal Code Section 14.17 is hereby created to read as follows:

**14.17 RAZING OF BUILDINGS.**

**14.17.010 Definition.** The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning

~~(A) Code Official means the Building Director or their designee.~~

~~(B)~~(A) *Major Structure* means a building or structure having occupiable space of ~~over~~ 20,000 or more square feet that had a principal commercial/industrial use as its most recent legal use, which principal use has ceased.

~~(C)~~(B) *Minor Structure* means a building or structure having occupiable space of under 20,000 square feet that had a principal residential/commercial/industrial use as its most recent legal use, which ~~principle~~principal use has ceased.

~~(D)~~(C) *Razing of buildings* means demolishing and removing the building and restoring the site to a dust-free and erosion-free condition.

**14.17.020 Permits.**

(A) **Permit Required.** No person, firm, or corporation shall raze or cause to be razed any structure, as defined in 19.09.690, or part thereof without first obtaining a permit from the City of Whitewater.

(B) **Permit Application.** The Owner of the building to be razed shall sign the permit application. In the alternative, an agent for the owner may sign the permit application upon providing written authorization verifying the permission of the owner to apply for the permit and designating the agent as a razing contractor. The Building ~~Official~~Inspector may require additional information and other state or local permits as required by law, rule or regulation.

(C) **Fees.** Permit fees shall be established by resolution by the Common Council from time to time.

(D) **Permit Conditions.** All permits shall be subject to the following conditions:

- (1) A notice of Demolition DNR form #4500-113 must be completed and provided to the Building ~~Official-Inspector~~ for all commercial buildings or residential buildings of five or more dwelling units if asbestos is being removed prior to razing. An asbestos containing material (ACM) inspection will be completed by a certified asbestos inspector separate from and prior to work under a razing permit. All asbestos containing materials which require removal prior to razing will be removed from the building by a certified asbestos abatement contractor separate from and prior to the start of work under a razing permit. Proof of DNR approval must be submitted prior to issuance of a razing permit.
- (2) Every person filing an application for a permit for the razing of a major building or structure shall file with such application ~~the Building Official such application~~ a detailed plan indicating the manner in which the building or structure is to be demolished, the time schedule for all phases of the razing work, and a disposal plan for debris. The plan shall also address noise, dust, debris transport, hours of work, and protection of excavated or hazardous areas and disposal areas.
- (3) The razing of a building shall be completed within ~~660~~ days after the date the permit was issued. The Building ~~Official-Inspector~~ may, at their discretion, extend the permit for cause. Cause shall mean the inability of the permittee to act due to circumstances beyond permittee's reasonable control upon the exercise of due diligence. Razing permits shall lapse and be void unless work authorized thereby is commenced within six months from the date thereof or completed within 30 days from the date of commencement of work. Any unfinished portion of work remaining beyond the required 30 days must have special approval from the ~~code official~~ Building Inspector or a penalty may be issued. The site must be returned to a dust-free surface within 30 days as approved by the Building Inspector ~~e-code official~~.
- (4) Work done under a razing permit is subject to inspection by the Building ~~Official-Inspector~~ who shall have the authority to order corrective work. Failure to follow the orders of the Building ~~OfficialInspector~~, or to complete the raze in accordance with this Code, shall give the Building ~~OfficialInspector~~ authority to seek restitution from any required bond. If no bond, the cost thereof shall be assessed against the property as a special charge and added to the next tax roll against such property.
- (5) Whenever a building or structure has been razed, the foundation thereof, if any, shall be leveled to at least one foot below grade. The basement and other openings shall be filled to grade with sand, limestone, or other fill approved by the Building ~~OfficialInspector~~. No combustible material may be used for the

fill material. The excavation must be filled to grade within a period of 660 days from the date the permit to raze ~~had been was~~ issued, unless within that time actual new construction has been commenced on the site. If such excavation has not been filled, construction commenced, or an extension granted by the Building ~~Official-Inspector~~ within the 660-day period of time, it shall be the duty of the Building ~~Official-Inspector~~ to have the excavation filled and the cost thereof shall be assessed against the property as a special charge and added to the next tax roll against such property. After all razing operations have been completed, unless the owner produces and submits proof from a state-approved architect or engineer certifying the existing foundation is stable and usable, the foundation and floor slab shall be broken up with all utilities being capped, sealed and appropriately marked. The foundations shall then be filled at least one foot above adjacent grade, and the property raked clean and all debris hauled away. No combustible material shall be used for backfill but shall be hauled away.

- (6) Remaining slabs and private sidewalks shall be removed from the site by the permittee prior to final approval.
- (7) Whenever a building or structure has been razed, the site shall be graded with a minimum of six inches of topsoil, with seed and mulch or sod applied to cover the entire disturbed area.
- (8) A snow fence or other approved barricade shall be provided as soon as any portion of the structure is removed and shall remain during razing operations.
- (9) If determined by the Building Inspector, a site that remains idle for more than 30 days must maintain appropriate erosion control practices.
- (10) All debris must be securely disposed of. There shall not be any burning of materials on the site of the demolished structure.
- (11) If any razing or removal operation under this section results in or would likely result in an excessive amount of dust particles in the air, creating a nuisance in the vicinity thereof, the permittee shall take necessary steps by use of water spraying or other appropriate means to eliminate such nuisance.
- (12) The permittee shall take all necessary steps prior to razing of a structure, through the employment of a qualified person in the field of pest control or by other appropriate means, to treat the building so as to prevent spread and migration of rodents and insects therefrom during and after the razing operations.

#### **14.17.030 Operating Requirements.**

(A) The following general operating requirements shall apply to all permittees or those working for a permittee subject to terms of the permit in accordance with the provisions of this article.

- (1) Razing contractor shall notify all utilities for proper disconnections.

- (2) The owner of each adjacent building shall be legally notified of the proposed wrecking so that proper precautionary and protective measures can be arranged and made, and that proper arrangements have been made by the wrecker or adjacent owner ~~of or~~ by both parties to treat the resulting exposed portion of each adjacent building aesthetically so that such exposed portion will not present an eyesore to the public spectacle.
- (3) Razing contractor is responsible for permanent compliant capping and inspection of all sewer and water laterals as determined by the Building ~~Official~~Inspector.
- (4) Any underground storage tanks shall be removed in accordance with Fire Department ~~r~~Regulations and other applicable regulations.
- (5) Any well must be capped and abandoned with DNR approval. The DNR abandonment form must be submitted to the water utility.
- (6) Razing contractor is responsible for payment of repairs for any excavation in the right-of-way for this project.
- (7) Razing contractor shall replace all public sidewalk, curb, gutter, street, or utility damaged during the razing.
- (8) The building and premises shall, at all times, be maintained in as clean, neat, and sanitary ~~of a~~ condition as such premises will reasonably permit, in the sole opinion of the Building ~~Official~~Inspector and/or their designee.
- (9) No basement or excavation hole will remain exposed overnight without proper barricading or fencing.
- ~~(10)~~ Work done under this permit is subject to inspection and approved by the Building ~~Official~~Inspector and/or their designee.
- ~~(10)~~
- (11) ~~N~~No scrap salvage or debris which is temporarily stored on the premises shall be allowed to rest or protrude over any public street, walkway, terrace, other public property, or curb, or become scattered about or blown off the premises, or become a nuisance or hazard of any kind.
- ~~(12)~~ ~~All razing work shall be watered down during the razing.~~
- ~~(13)~~(12) In cases where a building or structure to be razed lies in a business or industrial zone and is not more than five feet from a sidewalk, all necessary precautions such as barricades, railings, wall, light, etc., shall be taken to safeguard and protect any persons or property on or adjacent to such sidewalks. All existing and adjoining public and private property shall be protected from damage incidental to the razing operations.

~~(14)~~(13) The permit holder shall dispose of building and structure debris in a licensed landfill, except for salvaged materials. There shall not be any burning of materials on the site.

~~(15)~~(14) The permit holder comply with the standards provided in Chapter 8.28, as from time to time amended and/or renumbered.

**14.17.040 Inspections.** Permit holders and property owners shall permit authorized representatives of any department official, or employee of the City having enforcement powers to inspect, from time to time and at any time, the premises permitted and those proposed to be permitted, with or without advance notice, as often as may be required to permit said departments, the Building ~~Official~~Inspector, and/or their designee to perform their ~~and/or their~~ duties to facilitate compliance with the permittee's requirements under this article, without first obtaining a special inspection warrant. The unreasonable or unexcused failure and/or refusal by any person to permit such inspection shall be grounds for permit denial, suspension, revocation, enforcement, the imposition of fee penalties, the imposition of other penalties, the issuance and execution of a special inspection warrant, and/or such other relief as provided in law and equity, all such remedies being cumulative and not exclusive in favor of the City, its Building ~~Official~~Inspector, and/or their designee.

**14.17.050 Major ~~buildings~~structures.** Additional conditions of issuance by the Building ~~Official~~Inspector of the permit for major ~~buildings~~structures:

(A) **Bond.** The applicant/permittee shall post with the City Treasurer a surety bond payable to the City of Whitewater in a form approved by the City Attorney in the amount of the actual cost of the permitted work. Such bond shall guarantee that all work is performed in accordance with this Code and other state and local laws, rules, and regulations, hold the City harmless from any costs and expenses arising from the permitted work, and secure timely performance of the work. The City may reasonably require a bond of a greater amount, on a case-by-case basis, where deemed necessary, to protect the City. In extraordinary circumstances, the ~~City~~Common Council may allow for an alternate form of security in an amount deemed reasonably necessary and sufficient. The bond shall be made payable to the City of Whitewater upon demand unless all work is timely completed by the permittee.

(B) **Plan.** Every person filing an application for a permit for the razing of a major building or structure shall file with ~~the Building Official~~ such application a detailed plan indicating the manner in which the building or structure is to be demolished, the time schedule for all phases of the razing work, ~~and~~ a disposal plan for debris. The plan shall also address noise, dust, debris transport, hours of work, and protection of excavated or hazardous areas and disposal areas.

**14.17.060 Insurance.**

(A) **Minor ~~Building-structure~~ Razing projects:** Comprehensive liability insurance. An applicant for a permit shall provide proof of comprehensive liability insurance in the amount of \$1,000,000~~0~~ per occurrence and per person and \$50,000 property damage.

(B) **Major structure razing projects.** The permittee shall have the responsibility at all times to obtain, pay for, and maintain policies of insurance in the following minimum amounts, naming the City of Whitewater as an additional and/or co-insured for all entities or natural persons doing work upon the property, building, and/or structure, or associated with the work under the permit, and shall maintain on file with the City Treasurer current certificate of insurance for the following insurance levels:

- (1) Commercial general liability:
  - a. General aggregate: \$2,000,000.~~00~~.
  - b. Each occurrence \$1,000,000.~~00~~.
- (2) Automobile liability (owned, non-owned, leased):
  - a. Bodily injury: \$1,000,000.~~00~~ each occurrence.
  - b. Property damage: \$1,000,000.~~00~~ -each occurrence.
- (3) Pollution legal liability: \$5,000,000.~~00~~ each loss where asbestos removal, environmental process, abatement, remediation, or dumping/disposal in a federal or state regulated facility is required.
- (4) Workers' compensation: Statutory limits.
- (5) Umbrella liability: \$2,000,000.~~00~~ over the primary Commercial General Liability and Automobile Liability insurance coverages listed above.

#### 14.17.070 **Concurrence of Landmarks Commission.**

(A) **Landmarks Commission Approval.** No person shall demolish all or part of a structure, landmark or improvement on a landmark site unless the Landmarks Commission has approved such work by issuing a certificate of appropriateness. A razing permit shall not be issued for razing a structure on a local landmark without presentment of a certificate of appropriateness from the Landmarks Commission.

(B) **Request for Certificate.** When a person applies for a permit to demolish such property, such application shall also be filed with the Landmarks Commission.

(C) **Landmarks Commission Process.** Upon the filing of an application, the Commission may refuse to approve the work for up to ~~12 months~~ 120 days from the date of filing, during which time the Landmarks Commission and the applicant shall undertake serious continuing discussion to try to find a method to save such property. During such time, the applicant and the Landmarks Commission shall cooperate to try and avoid razing of the property. At the end of ~~12 months~~ 120 days, if no mutually agreeable method of saving the property bearing a reasonable prospect of eventual success is underway, or if no formal application for funds from any governmental unit or

nonprofit organization to preserve the property is pending, the razing permit may be issued without the approval of the Landmarks Commission.

(D) **Exception.** Subsection C does not apply to buildings or structures deemed by the code official to be so deteriorated or dilapidated or so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitations or occupancy, and such that it is unreasonable to repair the structure.

#### 14.17.080 Dilapidated Buildings.

(A) The ~~code official~~ Building Inspector shall comply with the requirements of Wis. Stat. §66.0413, in proceeding under this section.

(B) Repairable. The ~~code official~~ Building Inspector shall order the owner of any repairable premises to repair and make safe and sanitary or to board up and hold for future repair or to demolish and remove at the owner's option any structure located on the premises, which in the Building Inspection~~code official's~~ judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy. ~~that is capable of being made safe by repairs;~~

(C) Unreasonable to repair. The ~~code official~~ Building Inspector shall order the owner of any premises to demolish or remove any structure located on the premises, which in the ~~code official's~~ Building Inspector's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy such that it is unreasonable to repair the structure.

(D) Cessation of Normal Construction. Where there has been a cessation of normal construction of any structure for a period of more than two years, the ~~code official~~ Building Inspector shall order the owner to demolish and remove such structure or board up until future repair. Boarding the building up for future repairs shall not extend beyond one year, unless approved by the Building Inspector of the City.

14.17.090 **Notice.** All notices shall comply with 14.05.120.

14.17.100 **Enforcement.** The Building ~~Director~~ Inspector and/or their designee shall have the primary responsibility to enforce this article.

14.17.110 **Failure to comply.** If the owner of a premises fails to comply with a raze order within the time prescribed, the ~~code official~~ Building Inspector may cause the structure to be demolished and removed, either through an available public agency or by contract or arrangements with private persons. ~~The~~ The cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate, pursuant to 14.05.130(c).[

(A) Failure to obtain a permit prior to commencement of work will result in a penalty of \$100.~~00~~ or double the permit fee, whichever is greater, but in no event shall the penalty exceed \$2,000.~~00~~. Such penalty shall be paid in addition to the customary permit fee.

(B) A re-inspection fee shall be charged by the City against and paid by the property owner if the violation is not corrected by the re-inspection date. The re-inspection fee will be charged for each subsequent re-inspection until full compliance is achieved. Re-inspection fees that are not timely paid shall be entered upon the tax roll as a special charge against the lot or parcel of land, pursuant to the provisions of Wis. Stats. § 66.0627, as from time to time amended or renumbered. The re-inspection fee shall be in an amount as established by the City-Common Council from time to time.

(C) Additional penalties, remedies, and relief for violations hereof are as set forth in § 14.05.160, as from time to time amended or renumbered.

(D) All double and other permit fees, re-inspection fees, relief, remedies, penalties, and enforcement set forth in this article, in § 14.05.160, and/or at law or equity are cumulative and not exclusive.

**14.17.120 Salvage Materials.** When any structure has been ordered demolished and removed, the Common Council or other designated officer under said contract or arrangements aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sales, after deducting the expenses of such razing and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

**SECTION 2.** All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

**SECTION 3.** This ordinance shall take effect and be in force the day after its passage and publication.

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

DATE READING	First Meeting Date				Second Meeting Date			
	FIRST				SECOND			
	YES	NO	PASS	ABSENT	YES	NO	PASS	ABSENT
Michael Smith								
Orin Smith								
Steven Sahyun								
Brian Schanen								
Neil Hicks								
Greg Majkrzak								
Patrick Singer								
Total:								

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
John Weidl, City Manager

ATTEST:

\_\_\_\_\_  
Heather Boehm, City Clerk



# PARC Agenda Item

Meeting Date:	April 13, 2026
Agenda Item:	Daycare Code Updates
Staff Contact (name, email, phone):	Llana Dostie, Zoning Specialist

**BACKGROUND**  
(Enter the who, what when, where, why)

The City of Whitewater seeks to amend multiple sections of their zoning ordinances pertaining to the specific use of daycare facilities within the City of Whitewater. Currently daycare facilities are very limited, only allowed by Conditional Use Permit in the B-1, M-1, and Technology Park zoning districts. The City would like to allow for more flexibility in the allowance for daycare facilities, including smaller in-home facilities. The zoning change would allow daycare facilities incorporating limits from State Code in residential zoning districts: R-1, R-2, R1S. Additionally, the amendment would add the use as a CUP in the B-3 Commercial District and I Institutional District incorporating limits from State Code. The definition for adult daycare is change to reflect state code and incorporating limits from State Code

**PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS**  
(Dates, committees, action taken)

This matter was previously reviewed at the April 14, 2025 meeting.  
The matter was previously review at the January 12, 2026 meeting.

**FINANCIAL IMPACT**  
(If none, state N/A)

N/A

**STAFF RECOMMENDATION**

Staff recommend that the City of Whitewater PARC:

1. Recommend approval of all ordinance sections to the Whitewater Common Council.

**ATTACHMENT(S) INCLUDED**  
(If none, state N/A)

Draft Ordinance.

**AN ORDINANCE CREATING SECTION 19.09.291, AND SUBSECTIONS 19.19.030(H), 19.33.030(T), 19.48.020(E), AMENDING SUBSECTIONS 19.15.030(H) AND 19.18.030(H) TO DEFINE PERMITTED AND CONDITIONAL USES FOR FAMILY CHILD CARE CENTERS AND AMENDING DEFINITIONS SECTIONS 19.09.177 AND 19.09.173 GROUP CHILD CARE CENTER AND ADULT DAY CARE CENTERS.**

WHEREAS, this ordinance was reviewed by the [REDACTED] [committee/commission] and is recommended for adoption by said committee; and,

WHEREAS, [reasons to adopt ordinances are not required, but as many as are relevant can be added here]; and,

WHEREAS, [each whereas should be a complete sentence or independent justification.]

**The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, does ordain as follows:**

SECTION 1: Whitewater Municipal Code Section 19.09.291 is hereby created to read as follows:

§ 19.09.291 Family Care Centers.

- 1. as defined in Wis Admin Code DCF §250.03(9), inclusive.

SECTION 2: Whitewater Municipal Code Subsection 19.15.030(H) is hereby amended to read as follows:

§ 19.15.030(H) ~~Reserved. Family Child Care Center .~~

SECTION 3: Whitewater Municipal Code Subsection 19.18.030(H) is hereby amended to read as follows:

§ 19.18.030(H) ~~Reserved. Family Child Care Center .~~

SECTION 4: Whitewater Municipal Code Subsection 19.19.030(H) is hereby created to read as follows:

§ 19.19.030(H) Family Child Care Center .

SECTION 5: Whitewater Municipal Code Subsection 19.33.030(T) is hereby created to read as follows:

§ 19.33.030(T) Group Child Care Center or Adult Day Care Center

SECTION 6: Whitewater Municipal Code Subsection 19.48.020(E) is hereby created to read as follows:

§ 19.48.020(E) Group Child Care or Adult Day Care Centers

SECTION 7: Whitewater Municipal Code Subsection 19.09.173 Adult Day Care Centers is hereby amended to read as follows:

1. as defined in Wis. Admin. Code DHS §105.14(2)(a)(b)(c)

SECTION 8: Whitewater Municipal Code Subsection 19.09.177 Group Child Care Center is hereby amended to read as follows:

1. As defined in Wis. Admin. Code DCF § 251(a)

SECTION 9: All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 10: This ordinance shall take effect and be in force the day after its passage and publication.

This Ordinance was introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

DATE	First Meeting Date				Second Meeting Date			
READING	FIRST				SECOND			
	YES	NO	PASS	ABSENT	YES	NO	PASS	ABSENT
Michael Smith								
Orin Smith								
Steven Sahyun								
Brian Schanen								
Neil Hicks								
Greg Majkrzak								
Patrick Singer								
Total:								

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
John Weidl, City Manager

ATTEST:

\_\_\_\_\_  
Heather Boehm, City Clerk

**AN ORDINANCE CREATING SECTION 19.09.291, AND SUBSECTIONS 19.19.030(H), 19.33.030(T), 19.48.020(E), ~~AND~~ AMENDING SUBSECTIONS 19.15.030(H) AND 19.18.030(H) TO DEFINE PERMITTED AND CONDITIONAL USES FOR FAMILY CHILD CARE CENTERS AND AMENDING DEFINITIONS SECTIONS 19.09.177 AND 19.09.173 GROUP CHILD CARE CENTER AND ADULT DAY CARE CENTERS~~DAY CARE CENTERS.~~**

WHEREAS, this ordinance was reviewed by the [REDACTED] [committee/commission] and is recommended for adoption by said committee; and,

WHEREAS, [reasons to adopt ordinances are not required, but as many as are relevant can be added here]; and,

WHEREAS, [each whereas should be a complete sentence or independent justification.]

**The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, does ordain as follows:**

SECTION 1: Whitewater Municipal Code Section 19.09.291 is hereby created to read as follows:

§ 19.09.291 ~~Family- Family Care Centers~~Daycare Home. ~~A dwelling in which are received from 3 to 12 children, not of common parentage, for care and supervision for a part of the day.~~

1. as defined in Wis Admin Code DCF §250.03(9), inclusive.

SECTION 2: Whitewater Municipal Code Subsection 19.15.030(H) is hereby amended to read as follows:

§ 19.15.030(H) ~~Reserved. Family Daycare Home~~Child Care Center for 12 or few children.

SECTION 3: Whitewater Municipal Code Subsection 19.18.030(H) is hereby amended to read as follows:

§ 19.18.030(H) ~~Reserved. Family Daycare Home~~Child Care Center for 12 or few children.

SECTION 4: Whitewater Municipal Code Subsection 19.19.030(H) is hereby created to read as follows:

§ 19.19.030(H) Family ~~Daycare Home~~Child Care Center for 12 or few children.

SECTION 5: Whitewater Municipal Code Subsection 19.33.030(T) is hereby created to read as follows:

~~§ 19.33.030(T) Group Child Care Center Day-care centers or Adult Day Care Center, adult and child.~~

SECTION 6: Whitewater Municipal Code Subsection 19.48.020(E) is hereby created to read as follows:

~~§ 19.48.020(E) Day-care centers, adult and child.~~ Group Child Care or Adult Day Care Centers

~~SECTION 7: Whitewater Municipal Code Subsection 19.09.173 Adult Day Care Centers is hereby amended to read as follows:~~

~~1. as defined in Wis. Admin. Code DHS §105.14(2)(a)(b)(c)~~

~~SECTION 8: Whitewater Municipal Code Subsection 19.09.177 Group Child Care Center is hereby amended to read as follows:~~

~~1. As defined in Wis. Admin. Code DCF § 251(a)~~

~~All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.~~ SECTION 9: All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

~~SECTION 7:~~ SECTION 10: This This ordinance shall take effect and be in force the day after its passage and publication.

This Ordinance was introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

DATE	First Meeting Date				Second Meeting Date			
	FIRST				SECOND			
READING	YES	NO	PASS	ABSENT	YES	NO	PASS	ABSENT
Michael Smith								
Orin Smith								
Steven Sahyun								
Brian Schanen								
Neil Hicks								
Greg Majkrzak								
Patrick Singer								
Total:								

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
John Weidl, City Manager

ATTEST:

\_\_\_\_\_  
Heather Boehm, City Clerk

**MEMORANDUM**

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning Administrator

Date: April 13, 2026

Re: Certified Survey Map

<b>Summary of Request</b>	
<b>Requested Approvals:</b>	2 Lot Certified Survey Map (CSM)
<b>Location:</b>	631 W Harper St (WUP00305)
<b>Current Land Use:</b>	Single Family Residential
<b>Proposed Land Use:</b>	Single Family Residential/ Vacant
<b>Current Zoning:</b>	R-3 Multi Family Residence
<b>Proposed Zoning:</b>	N/A
<b>Future Land Use:</b>	Single Family Residence

**Application Summary**

The applicant is requesting a Certified Survey Map at 631 W. Harper St. Applicant requests to divide the current parcel into two new parcels. Lot 1, consisting of 14,792 square feet and Lot 2, consisting of 165,628 square feet. The land is currently zoned R-3, and one single family home exists on the parcel proposed to be Lot 1. The applicant intends to sell off Lot 1 to a prospective buyer, but owns the adjacent parcel of land as well, and would like to continue owning the vacant land behind 631 W Harper Street with no current intensions to build.

**Certified Survey Map Requirements.**

- (1) The certified survey map shall be prepared by a registered land surveyor and shall comply with the provisions of Section 236.34, Wisconsin Statutes, and of this chapter.
- (2) The certified survey map shall comply with all design standards, required improvements, and general provisions of this chapter.
- (3) Where streets or other areas are dedicated to the public, the certified survey map shall contain an owner's and a mortgagee's certificate which are substantially the same form as

required by Section 236.21(2)(a), Wisconsin Statutes.

- (4) The certificate of approval shall be placed on the face of the map.
- (5) When a dedication of land is required, the city council resolution accepting the dedication and approving the map shall be placed on the face of the map.
- (6) If the certified survey map contains private roads, the following note shall be added to the certified survey map:

NOTICE OF POSSIBLE LIMITATION OF PUBLIC SERVICES:  
THIS CERTIFIED SURVEY MAP CONTAINS PRIVATE ROAD(S), AND, AS A RESULT, CERTAIN PUBLIC SERVICES MAY BE LIMITED. THE EXTENT OF THESE LIMITATIONS MAY BE SPELLED OUT IN A DOCUMENT CALLED A CITY/DEVELOPER AGREEMENT OR CONTRACT FOR IMPROVEMENTS; OR, IF THIS IS A CONDOMINIUM PLAT, IN A DOCUMENT CALLED A GENERAL DEVELOPMENT PLAN (GDP), WHICH DIRECTLY RELATES TO THIS CSM AND IS FILED AS A PUBLIC DOCUMENT IN THE OFFICES OF BOTH THE WHITEWATER CITY CLERK AND THE DIRECTOR OF PUBLIC WORKS FOR THE CITY OF WHITEWATER.

- (7) Within the M-1 general manufacturing district, all minor subdivisions must be consistent with a detailed plan showing future street alignments and general lot arrangements for all lands under the control of the subdivider. Such a detailed plan may be a component of the city's comprehensive (master) plan, but in any case shall be subject to plan commission approval before action may be taken on the certified survey map.

**The proposed Certified Survey Map meets all of the following requirements, and no private road dedication is included in this CSM.**

#### Planner's Recommendations

- 1) Staff recommends the Plan Commission **APPROVE** the 2 Lot Certified Survey Map for 631 W Harper Street with the following conditions:
  - a. Recording of Certified Survey Map. The surveyor shall record a copy of the approved certified survey map with the appropriate register of deeds, but only after:
    - i. Certificates of the city council, surveyors, owner and those other certificates required by Section 236.21 of the Wisconsin Statutes are placed on the face of the certified survey map.
    - ii. Any accrued real estate taxes and special assessments owing on any land dedicated by the survey and to the appropriate county any delinquent taxes on the dedicated land are paid.
    - iii. All conditions of approval which are able to be satisfied prior to certified survey map recording have in fact been satisfied.

**FARRIS, HANSEN & ASSOC. INC.**

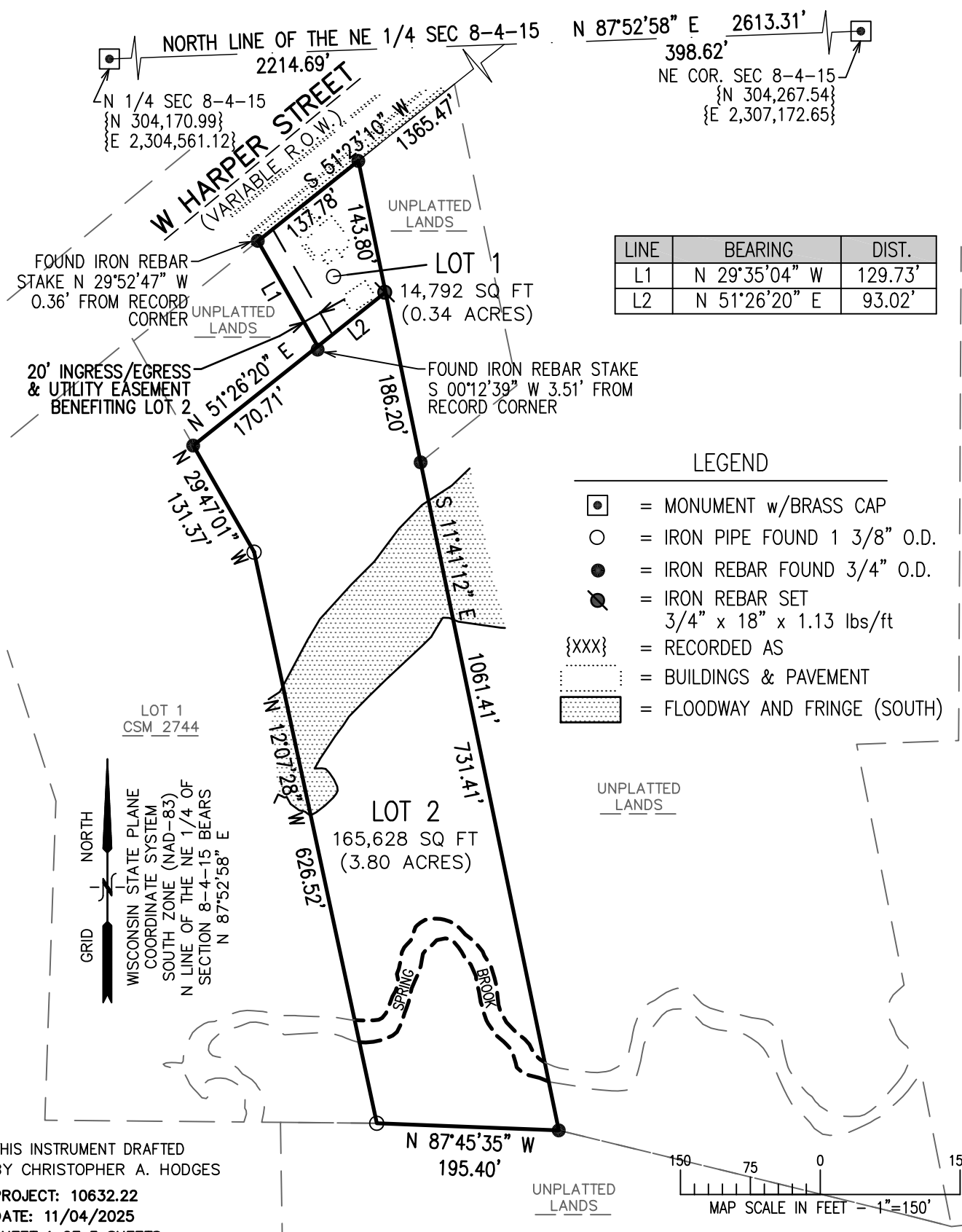
7 RIDGWAY COURT- P.O. BOX 437  
 ELKHORN, WISCONSIN 53121  
 PHONE (262) 723-2098  
 e-mail: office@farrishansen.com

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**WATSON FAMILY TRUST**  
 605 W HARPER ST.  
 WHITEWATER, WI 53190

**ZONING: R-3 MULTI-FAMILY**  
**SOILS: EbA, PsB, Ww, Pa**

A PARCEL OF LAND LOCATED IN PART OF THE NW 1/4,  
 SW 1/4 & SE 1/4 OF THE NE 1/4 OF SECTION 8,  
 TOWN 4 NORTH, RANGE 15 EAST, CITY OF WHITEWATER,  
 WALWORTH COUNTY, WISCONSIN



THIS INSTRUMENT DRAFTED  
 BY CHRISTOPHER A. HODGES  
**PROJECT: 10632.22**  
**DATE: 11/04/2025**  
**SHEET 1 OF 3 SHEETS**

A PARCEL OF LAND LOCATED IN PART OF THE NW 1/4, SW 1/4 & SE 1/4 OF THE NE 1/4 OF SECTION 8, TOWN 4 NORTH, RANGE 15 EAST, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

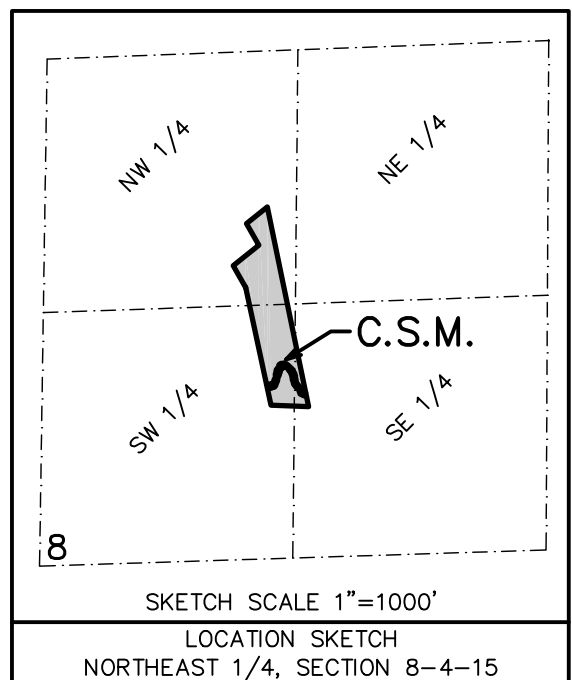
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF THE WATSON FAMILY TRUST, OWNER, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 236.34 OF WISCONSIN STATUTES, AND THE SUBDIVISION ORDINANCE FOR THE CITY OF WHITEWATER, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF:

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 4 NORTH, RANGE 15 EAST, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE NORTHEAST 1/4 CORNER OF SAID SECTION 8; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID NORTHEAST 1/4, S 87DEG 52MIN 58SEC W, 398.62 FEET TO THE SOUTH RIGHT OF WAY OF WEST HARPER STREET; THENCE S 51DEG 23MIN 10SEC W, 1365.47 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE S 11DEG 41MIN 12SEC E, 1061.41 FEET; THENCE N 87DEG 45MIN 35SEC W, 195.40 FEET; THENCE N 12DEG 07MIN 28SEC W, 626.52 FEET; THENCE N 29DEG 47MIN 01SEC W, 131.37 FEET; THENCE N 51DEG 26MIN 20SEC E, 170.71 FEET; THENCE N 29DEG 35MIN 04SEC W, 129.73 FEET TO THE SOUTH RIGHT OF WAY OF WEST HARPER STREET; THENCE N 51DEG 23MIN 10SEC E, 137.78 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING. CONTAINING 180,420 SQUARE FEET (4.14 ACRES) OF LAND, MORE OR LESS.

DATED: \_\_\_\_\_, 2025

CHRISTOPHER A. HODGES PLS-2760



THIS INSTRUMENT DRAFTED  
BY CHRISTOPHER A. HODGES  
PROJECT: 10632.22  
DATE: 11/04/2025  
SHEET 2 OF 3 SHEETS

A PARCEL OF LAND LOCATED IN PART OF THE NW  
1/4, SW 1/4 & SE 1/4 OF THE NE 1/4 OF  
SECTION 8, TOWN 4 NORTH, RANGE 15 EAST, CITY  
OF WHITEWATER, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

OWNER'S CERTIFICATE

WE, THE WATSON FAMILY TRUST, AS OWNERS WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THE MAP. THIS MAP IS REQUIRED TO BE SUBMITTED TO AND APPROVED BY THE CITY OF WHITEWATER, WISCONSIN.

\_\_\_\_\_  
REPRESENTATIVE – WATSON FAMILY TRUST      DATED \_\_\_\_\_

STATE OF \_\_\_\_\_) ss  
COUNTY OF \_\_\_\_\_)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, AUTHORIZED REPRESENTATIVE OF THE ABOVE NAMED WATSON FAMILY TRUST, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH REPRESENTATIVE OF SAID WATSON FAMILY TRUST, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH REPRESENTATIVE AS THE DEED OF SAID TRUST, BY ITS AUTHORITY.

\_\_\_\_\_  
NOTARY PUBLIC      MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF WHITEWATER APPROVAL

APPROVED BY THE CITY OF WHITEWATER, WISCONSIN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR THE CITY OF WHITEWATER

**Subdivision/Land Split Application/Certified Survey/Extra Territorial CSM - Submission #2159**

**Date Submitted: 2/9/2026**

**City of Whitewater**

312 W Whitewater Street  
PO Box 178  
Whitewater, WI 53190  
262-473-0560  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)

**Neighborhood Services**

Subdivision/Land Split Application/Certified Survey

**Subdivision/Land Split Application Checklist (please read)****Applicant**

1. Fill out Planning Request Form, Subdivision Form, and Plan of Operation Form. Twelve (12) copies  
11 x 17, a digital copy of all submittal material:
  - a. Any other materials
2. Application shall include the following Plan requirements:
  - a. All plans shall be drawn to scale and show all sides of the proposed building
  - b. All plans will exhibit property exterior building materials and colors to be used
  - c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks
  - d. Building elevations must include the lot on which the structure is to be built and the street(s) adjacent to the lot
3. Submit fee to the City of Whitewater

**City Building Inspector/Zoning Administrator**

1. Review application for accuracy and all required information
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscape Plan will be reviewed by Urban Forestry
5. When application is complete and approved by all Staff it will then be forwarded to Plan Commission

**Process**

1. Plan Commission considers applicant's review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the matter is forwarded as is for the second appearance for approval/denial of the final site plan

**NOTE:** Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required it will be scheduled at the beginning of the Plan Commission meeting.

Llana Dostie, Zoning Specialist

262-473-0144

[ldostie@whitewater-wi.gov](mailto:ldostie@whitewater-wi.gov)

Item 8.

Allison Schwark, Municipal Code Enforcement

262-249-6701

[mcodeenforcement@gmail.com](mailto:mcodeenforcement@gmail.com)

**CSM**

No fi...sen

**Preliminary Plat**

No fi...sen

**Final Plat**

No fi...sen

**Other Information**

No fi...sen

**Planning Request**

**General Project Information:**

**Project Tax Key #\***

WUP00305

**Project Address\***

631 W Harper St

**Project Title (if any)**

Green House

**Applicant, Agent & Property Owner Information**

**Applicant's Name\***

Watson Family Trust

**Applicant's Company\***

NA

**Address\***

[Redacted]

**City\***

[Redacted]

**State\***

[Redacted]

**Zip Code\***

[Redacted]

**Phone Number\***

[Redacted]

Email Address\*

[Redacted]

Agent Name

Agent Company

[Empty field]

[Empty field]

Address

[Empty field]

City

State

Zip Code

[Empty field]

[Empty field]

[Empty field]

Phone Number

[Empty field]

Email Address

[Empty field]

Owner, if different from applicant

[Empty field]

Address

[Empty field]

City

State

Zip Code

[Empty field]

[Empty field]

[Empty field]

**Phone Number**

**Fax Number**

**Email Address**

**3. Planning Request (Check all that apply)\***

- Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)
- Conditional Use Permit \$275.00
- Rezone/Land Use Amendment \$400.00
- Preliminary Plat \$175.00
- Final Plat \$225.00
- Certified Survey Map \$200.00 plus \$10.00 per lot
- Project Concept Review \$150.00
- Joint Conditional Use & Certified Survey Map \$500.00 plus \$10.00 per lot
- Joint Rezoning & Certified Survey Map \$500.00 plus \$10.00 per lot
- Joint Site Plan & Conditional Use \$350.00 plus \$0.05 per sq. ft (Floor Area)
- Board of Zoning Appeals \$300.00

**Will translation services be needed during the Plan Board meeting?\***

- Yes
- No

**If Yes, please specify the language required.**

**Subdivision/Land Split Application & Certified Survey Application**

**1. General Project Information**

**Project Tax Parcel #:\***

WUP00305

**Project Address\***

631 W Harper St

**Project Title (if any)**

Green House

**Application Type (Choose ONE)\***

- Preliminary Subdivision Plat
- Final Subdivision Plat
- Land Division/Certified Survey Map
- Extraterritorial Certified Survey Map

**If a Plat, Proposed Subdivision Name**

**3. Specific Project Information:**

**Current Zoning District(s)\***

R 3

**Proposed Zoning District(s)\***

R 3

**Current Land Use\***

Single family home and

**Proposed Land Use\***

Single family home

**Gross Site Area\***

14,792 sq ft

**Current Number of Lots\***

One

**Proposed Number of Lots\***

Two

**Zoning #**

**Plan of Operations**

**Property Information**

**Property Tax Key #\***

WUP00305

**Tenant Information**

**Previous Business Name\***

NA

**Property Address\***

NA

**Years in Operation\***

NA

Property Owner\*

NA

New Business Name\*

NA

Owner Mailing Address\*

NA

Name of Operator\*

NA

Owner City, State and Zip Code\*

NA

Operator's Mailing Address\*

NA

Owner's Phone Number\*

NA

Operator's City, State and Zip Code\*

NA

Owner's Email\*

NA

Operator's Phone and Email\*

NA

New Business Use/Operation Information

Description of Business Use or Operation\*

NA

Previous Use of Space\*

NA

Hours of Operations (Weekdays)\*

NA

Hours of Operations (Weekends)\*

NA

Total Area of Space (SQF)\*

NA

# Toilet Fixtures\*

NA

# Full Time Employees\*

NA

# Part Time Employees\*

NA

Customer Seating\*

Yes  
 No

Seating Capacity\*

NA

Total Employee Hours Per Year (include yourself if self-employed)\*

NA

**Sprinkler System\***

Yes  
 No

**Hazardous/Flammable Chemicals used/stored\***

Yes (must attach MSDS sheets)  
 No

**Specified Use of Property and Building(s)**

**Building A\***

NA

**Building B**

**Building C**

**Will there be any problems resulting from this operation such as \***

Odors  
 Smoke  
 Noise  
 Light  
 Vibrations  
 None

**Parking**

**Dimension of Parking Lot\***

NA

**Number of Spaces available\***

NA

**Parking Lot Construction\***

Asphalt  
 Concrete  
 None

**Type of Screening\***

Fencing  
 Plantings  
 None

**Is employee parking included in "number of spaces available"?\***

Yes  
 No

**Signage (Sign Permit Application Needed)**

**Type\***

- Free Standing
- Monument
- Projecting
- Awning/Canopy
- Electronic Message
- Pylon
- Arm/Post
- Window
- Mobile/Portable or Banner
- Other
- None

**If other what kind**

**Location of Signs\***

NA

**Entertainment**

**Is there any type of music in this proposal?\***

- Yes (Separate License from Clerk's Office Required)
- No

**Live\***

- Yes
- No

**When will this be offered to customers\***

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday
- None

**What time(s) will this be offered\***

NA

**Outdoor Lighting**

Type\*

NA

Location\*

NA

Utilities

**Will you be connected to City\***

Water

Sewer

**Is there a private well on-site\***

Yes

No

**Types of Refuse Disposal\***

Municipal

Private

Approval Date by the Department of Natural Resources of the well for proposed use

NA

Approval Date by the County Health Department for existing septic system

NA

What types of sanitary facilities are to be installed for the proposed operation

NA

Surface water drainage facilities (describe or include in site plan)

NA

Licenses/Permits

**Is a highway access permit needed from the State, County or local Municipality?\***

Yes

No

**Is a cigarett license required? (Separate license from Clerk's office)\***

Yes

No

**Is a liquor license required? (Separate license from Clerk's office)\***

Yes

No

**Did Wisconsin Department of Safety and Professional Services Division of Industry Services approve building plans?\***

Yes

No

**Permitted Property Uses (Please check all that apply)\***

- Single Family Dwelling
- Two Family Dwelling
- Modular Home
- Manufactured Home
- Second or greater wireless telecommunication facility
- Home occupations/professional home office for nonretail goods and services no customer access
- Multi-Family Dwellings
- Art, Music and School Supply stores and galleries
- Antique, collectible and hobby craft stores
- Automotive and related parts stores, without servicing
- Hotel and motels
- Small appliance repair stores, computer or software sales and service
- Banks and other financial institutions without drive-thru facilities
- Camera and photographic supply stores
- Caterers
- Clothing, shoe stores and repair shops
- Clinics medical and dental
- Department stores
- Drug stores
- Florist shops
- Food and convenience stores without gasoline pumps
- Furniture stores
- Hardware stores
- Insurance agencies
- Barbershops/Beauty Parlors
- Liquor stores without drive-thru facilities
- Resale Shops
- Professional and Business offices
- Self-service laundries and dry-cleaning establishments
- Stationery stores, retail office supply stores
- Movie theaters
- Tourist homes and bed and breakfasts
- Bakeries or candy stores with products for sale on premise only
- Appliance repair stores, including computer sales and service
- Coffee Shops
- Cultural arts centers and museums
- Post Offices
- Ice cream shops and cafes
- Toy stores
- Agricultural services
- Lumberyards, building supply stores and green houses
- Manufacturing, fabrication, packing packaging and assembly of products from furs, glass, leather, metals, paper, plaster, plastic, textiles, clay, woods and similar material

- Research facilities, development and testing laboratories, including testing facilities and equipment
- Retail sales and services linked to manufacturing or warehousing
- Production, or processing, cleaning, servicing, testing or remailer of materials, goods or products limited to the following uses, products components, or circumstances:
  - a. Electronic and electrical products instruments, such as transistors, semiconductors, small computers, scanners, monitors and compact communication devices
  - b. High technology products related to the fields of physics, oceanography, astrophysics, metallurgy, chemistry, biology or other scientific field offered for study by University of Whitewater
  - c. Laser technology, radiology, x-ray and ultrasound products, manufacturing and assembly
  - d. Medical and dental supplies
  - e. Optical, fiber optical and photographic products and equipment
  - f. Orthopedic and medical appliances such as artificial limbs, brace supports and stretchers
  - g. Products related to process design, process stimulation, computer hardware and software development, safety engineering
  - h. Scientific and precision instruments and components, including robotics
- Jewelry stores
- Meat markets
- Paint, wallpaper, interior decorating and floor covering stores
- Restaurants without drive-thru facilities
- Sporting goods stores
- Variety stores
- Charitable or nonprofit institution and facilities
- Light assembly uses including electronics, pottery, printing, contractor shops (heating, electrical, plumbing, general contracting) provided that there are no significant environmental emissions (odor or waste)
- Catalog and e-commerce sales outlets
- Day Spas
- Gift Shops
- Public parking lots
- Tourist information and hospitality centers
- Dance Studio
- College, Universities, Schools, Churches, Libraries, Government buildings
- Private recreation facilities
- Freight terminals, trucking servicing and parking, warehousing and inside storage
- More than one principal structure on a lot when the additional building is a material and direct part of the primary business
- Pilot plants and other facilities for testing manufacturing, processing or fabrication methods or for the testing of products or materials
- Telecommunication centers (not including wireless telecommunications facilities)
- Not Applicable

**Permitted Conditional Uses (Please check all that apply)\***

- Planned Residential Development
- First Wireless telecommunication facility located on alternative structure only
- Attached townhouse dwellings up to four units per building
- Public and semi public uses
- Multifamily dwellings and attached dwellings, over four units (new construction only)
- Any building over forty feet
- Conversion of existing structures resulting in more dwelling units
- Dwelling units with occupancy of six or more unrelated persons
- Home Occupations/Profession Home offices requiring customer access
- Bed and Breakfast establishments
- Conversion of existing single-family dwellings to two-family attached dwellings
- Profession business offices in a building where principal use is residential
- Fraternity or sorority houses and group lodging facilities
- Planned Development
- Conversion of existing units with less than five bedrooms to five or more bedrooms
- Entertainment establishments, including clubs but excluding adult entertainment
- All uses with drive-in and drive-thru facilities
- Automobile repair and service
- Taverns and other places selling alcoholic beverages by the drink
- Daycare centers, adult, child and doggie
- Large Retail and Commercial Service Developments
- Motor Freight Transportation
- Light manufacturing and retail uses
- Automobile and small engine vehicle sales and rental facilities
- Car washes
- Gasoline service stations, including incidental repair and service
- Funeral homes and crematory services
- Liquor or tobacco stores
- Wholesale trade of durable and nondurable goods
- Salvage yards
- Not applicable

**Signatures**

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statutes or Municipal Ordinances regarding my business and its lawful operations.

**Applicant's Signature\***

Steve Watson

**Date\***

2-9-26

Inspector's Signature

Date

[Empty signature box]

[Empty date box]

**Cost Recovery Certificate and Agreement**

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant's request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant's request shall be recoverable, including by not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and evaluation by the Common Council, and official action taken by the Common Council.

**PROJECT INFORMATION**

**PROJECT NAME\***

Green House

**PROJECT LOCATION\***

631 W Harper St Whitewater  
[Redacted]

**APPLICANT INFORMATION**

**NAME\***

Steve Watson

**MAILING (BILLING) ADDRESS\***

[Redacted]

**PHONE\***

**EMAIL ADDRESS\***

[Redacted]

[Redacted]

**ATTORNEY INFORMATION**

**NAME**

Russ Devitt

**PHONE**

262-473 5105

**EMAIL ADDRESS**

**SIGNATURE OF APPLICANT\***

Steve Watson

**DATE\***

1-13-26

**Note to Applicant: The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.**

**RATES**

City Administration Hourly Rate Shall Not Exceed

Director of Economic Development: Taylor Zeinert \$56.55

Director of Public Works: Brad Marquardt \$72.33

Director of Finance: Rachelle Blich \$65.94

Clerk: Heather Boehm \$43.33

Deputy Clerk: Tiffany Albright \$29.20

NS Administrative Assistant Llana Dostie \$36.63

Building Inspection Services

Building Inspector Commercial: Joe Mesler \$80.00

Building Inspector Residential: Jon Mesler \$80.00

City Attorney

Harrison, Williams & McDonell, LLP

Attorney Jonathan McDonell \$255.00

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$49.00

**City Use Only Below Line**

**Building Inspector Date Received**

**Reviewed by**

**Zoning Administrator Date Received**

**Reviewed By**

**Occupancy Classification**

**Occupancy Classification Surrounding Units**

**Zoning of Property**

**Use Permitted**

By Right

By CUP

PC Approval  
Required

**Approval**

Approved

Denied

**Date**

[Empty box]

**Approval**

Approved

Denied

**Date**

[Empty box]

**Public Works  
Approval**

Approved

Denied

**Date**

[Empty box]

**City Engineer  
Approval**

Approved

Denied

**Date**

[Empty box]

**Police Department  
Approval**

Approved

Denied

**Date**

[Empty box]

**Fire Department  
Approval**

Approved

Denied

**Date**

[Empty box]



# PARC Agenda Item

Meeting Date:	April 13, 2026
Agenda Item:	Offer to Purchase Lot 1T and 2T in Technology Park
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

**BACKGROUND**  
(Enter the who, what when, where, why)

City staff were recently approached in mid-January 2026 by Lifetime Manufacturing LLC (dba Summerset Marine Construction), a local company currently operating in multiple facilities throughout Wisconsin. They specialize in high-quality docks, piers, and lifts. They are currently headquartered just north of the city at the former Verlo complex in the Town of Cold Spring. Their current location is comprised of seven buildings. Please note that this is a separate company from *Summerset Marine Shoreline Restoration* (recently approved to purchase Lot 5B on Endeavor Dr in the Business Park), though the two were once part of the same entity.

The company is seeking to build a new nearly 200,000 square foot facility in order to consolidate and optimize their Whitewater-area operations including manufacturing, service, and sales. The business would bring approximately 90 current jobs with a projected 60 additional positions over the next five years. The company has signed a non-binding Letter of Intent with the city with consideration of developing on Lots 1T and 2T in the Technology Park.

The City of Whitewater received an Offer to Purchase Lot 1T and 2T in the Technology Park through Anderson Commercial Group on April 3, 2026. The sale would involve a credit going back to the buyer at closing.

**PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS**  
(Dates, committees, action taken)

- The CDA and Common Council have both been previously briefed about this project in closed session
- The PARC conducted a Concept Site Plan review of this project on March 30, 2026. Discussion and feedback were positive, and indicated that staff should continue working to move this project forward

**FINANCIAL IMPACT**  
(If none, state N/A)

- The city has owned these parcels for many years, and they are currently tax-exempt. This development project will generate significant new increment within TID #10 and the Tech Park.
- Staff also believe that this project will be significant enough that it will increase the visibility of the Tech Park, Business Park, and the City of Whitewater as a whole as a viable location for manufacturing investment.
- A Development Agreement is being worked on, and will contain terms and obligations that will ensure the project moves forward, should this land sale be approved.

**STAFF RECOMMENDATION**

- Staff recommend that the PARC move the Offer to Purchase forward with a positive recommendation to the Common Council.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Offer to Purchase from Lifetime Manufacturing LLC
-

Approved by the Wisconsin Real Estate Examining Board  
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Anderson Commercial Group, LLC  
Page 1 of 12, WB-13

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON April 3, 2026 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Lifetime Manufacturing LLC

4 offers to purchase the Property known as Parcel /A444300002 and /A444200002

5 (approx 33.24 acres)

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach  
7 as an addendum per line 682] in the City of Whitewater, County

8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is \_\_\_\_\_

10 Nine Hundred Sixty Three Thousand Nine Hundred and Sixty Dollars (\$ 963,960 or \$29,000/acre).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: \_\_\_\_\_

13 \_\_\_\_\_

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: Seller's/Tenant's personal possessions

18 \_\_\_\_\_

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in  
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before April 28, 2026

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on see attached Addendum A

37 \_\_\_\_\_

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently  
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real  
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money  
43 transfer instructions.**

44 **EARNEST MONEY**

45  EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47  EARNEST MONEY of \$ \_\_\_\_\_ will be mailed, or commercially, electronically

48 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_

50 title company ) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an  
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special  
54 disbursement agreement.**

55  THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
79 this Offer except: no exceptions unless mutually agreed to by and between the parties

80 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
98 and \_\_\_\_\_

99 \_\_\_\_\_  
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
  - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
  - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
  - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
  - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
  - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190

Page 4 of 12, WB-13

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 15 days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within 60 days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: manufacturing, assembly, offices, sales  
252 and general operation as private business use

253 \_\_\_\_\_ **[insert proposed use**  
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**  
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
257 251-255.

258  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
260 development.

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **[CHECK]**

266 **[ALL THAT APPLY]**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: \_\_\_\_\_

268  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: \_\_\_\_\_

275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]**:

277  electricity at lot line \_\_\_\_\_;  gas at lot line \_\_\_\_\_;  sewer at lot line \_\_\_\_\_;  
278  water at lot line \_\_\_\_\_;  telephone at lot line \_\_\_\_\_;  cable at lot line \_\_\_\_\_;  
279  other any other \_\_\_\_\_

280  **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
281 roads.

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer) (~~Seller~~) **[STRIKE ONE]** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]**  rezoning;  conditional use permit;  
284  variance;  other any necessary for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 60 days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: \_\_\_\_\_

293 \_\_\_\_\_  
294 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features that may

295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
319 reported to the Wisconsin Department of Natural Resources.

320  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**  
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
342 **of the premises.**

343  **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190 Page 7 of 12, WB-13

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached  
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.  
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
  - 382 (2) accompanied by Buyer's written direction for delivery.
- 383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**  
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**  
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.  
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
394 unavailability.

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:  
396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or  
397 (2) the Deadline for delivery of the loan commitment on line 357,  
398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
406 the time of verification, sufficient funds to close; or
- 407 (2) \_\_\_\_\_  
408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
414 access for an appraisal constitute a financing commitment contingency.

415  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.  
423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190 Page 8 of 12, WB-13

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.  
427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
  - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
  - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at \_\_\_\_\_  
437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of \_\_\_\_\_  
447 \_\_\_\_\_ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:
  - 449  Proof of bridge loan financing.
  - 450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_  
453 \_\_\_\_\_  
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
468 association assessments, fuel and \_\_\_\_\_

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:  
472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.

- 475  Current assessment times current mill rate (current means as of the date of closing).
- 476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
- 478  \_\_\_\_\_

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and no other exceptions

495 \_\_\_\_\_ (insert other allowable exceptions from title, if  
 496 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
 497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

498 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
 499 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
 500 **making improvements to Property or a use other than the current use.**

501 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 502 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
 503 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
 504 lender and recording the deed or other conveyance.

505 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 506 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 507 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 508 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 509 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 510 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 513 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
 536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are no leases affect the property

537 \_\_\_\_\_  
 538 \_\_\_\_\_, Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190

Page 10 of 12, WB-13

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**  
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or  
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
 605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
 606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
 607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
 608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
 610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
 611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
 612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
 613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
 615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
 616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
 619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
 621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
 622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
 623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
 624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
 625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
 627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
 628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
 630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
 631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
 633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
 634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
 635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
 636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
 638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
 639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
 641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
 642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
 643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
 644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
 645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
 648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
 649 FIRPTA.

650  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
 651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
 652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
 653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
 654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**

656 1) This transfer involves a municipality which is exempt from the Real Estate Transfer Fee  
 657 under Wis. Stat. Sec. 77.25 as a subdivision of the State of Wisconsin.  
 658 \_\_\_\_\_  
 659 \_\_\_\_\_  
 660 \_\_\_\_\_

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 663 664-679.

Property Address: Parcel /A444300002 and /A444200002, Whitewater, WI 53190

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: John Weidl, Mason Becker/Whitewater; Kristen Parks/ACG  
667 Name of Buyer's recipient for delivery, if any: Larry Chapman/Lifetime Manufacturing LLC

668  (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

670  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
672 line 675 or 676.

673  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: \_\_\_\_\_

676 Address for Buyer: \_\_\_\_\_

677  (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: mbecker@whitewater-wi.gov; cc:kparks@acgwi.com,pmcglinn@acgwi.com

679 Email Address for Buyer: larry@summersetmarine.com

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682  **ADDENDA**: The attached \_\_\_\_\_ Addendum A, Exhibit A \_\_\_\_\_ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Dan Stouff/Anderson Commercial Group LLC

684  
685

**WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

**Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.**

686  
687  
688  
689  
690

691  
692  
693

694  
695

DocuSigned by:

4/3/2026

696 (x) \_\_\_\_\_  
697 Buyer's Signature ▲ Print Name Here Lifetime Manufacturing LLC Date ▲  
Larry Chapman

698 (x) \_\_\_\_\_  
699 Buyer's Signature ▲ Print Name Here ▶ Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
703 **COPY OF THIS OFFER.**

704 (x) \_\_\_\_\_  
705 Seller's Signature ▲ Print Name Here ▶ City of Whitewater Date ▲

706 (x) \_\_\_\_\_  
707 Seller's Signature ▲ Print Name Here ▶ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
709 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

710 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A TO OFFER TO PURCHASE**  
**dated April 3, 2026**  
**by Lifetime Manufacturing LLC, Buyer**

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated April 3, 2026, (“Offer”) for the real estate described in the Offer (“Property”). The terms of this Addendum shall supersede any conflicting provisions in the Offer.

I. **Contingencies:** Buyer’s and Seller’s obligation to conclude this transaction shall be contingent upon the following:

- A. Development Approval Contingency:** Buyer’s obligation to purchase the Property is contingent upon Buyer obtaining, at Buyer’s sole cost and expense, within sixty (60) days after Acceptance, all approvals, consents, permits, authorizations, incentives, and agreements Buyer deems necessary or desirable for Buyer’s proposed development of the Property, including, without limitation: (i) rezoning and all other required land use approvals; and (ii) approval of governmental incentives or municipal approval for Tax Incremental financing (TIF) acceptable to Buyer, provided that Seller shall credit Buyer at Closing in an amount equal to the Purchase Price less One Dollar (\$1.00), such that the net Purchase Price due from Buyer at Closing shall be One Dollar (\$1.00). All such approvals, consents, permits, authorizations, incentives, and agreements shall be subject to terms and conditions acceptable to Buyer in Buyer’s sole discretion. If Buyer does not obtain such approvals, consents, permits, authorizations, incentives, and agreements, or if Buyer is dissatisfied with the same for any reason, Buyer may terminate this Offer by written notice to Seller on or before expiration of such contingency period, and this Offer shall be null and void and all earnest money shall be promptly returned to Buyer.
- B. Common Council Approval.** This Agreement, and all rights, obligations, and duties arising hereunder, shall be expressly contingent upon the approval of the Common Council of City of Whitewater, Wisconsin (the “Common Council”). No party shall have any legal obligation of any kind with respect to the proposed transaction unless and until the Common Council has granted its final approval of this Agreement in its entirety through a duly passed resolution or ordinance in accordance with applicable Wisconsin municipal law.
- C. Developer’s Agreement Contingency:** Buyer’s and Seller’s obligation to conclude this transaction shall be contingent upon negotiation and execution of a developer’s Agreement with the applicable municipality, the general terms of which shall be substantially consistent with Exhibit A attached hereto and incorporated herein by reference (the fully executed Letter of Intent). Such agreement shall be subject to terms and conditions acceptable to Buyer and Seller each in their sole discretion. If either is dissatisfied with the proposed agreement or no agreement is able to be made either party may terminate this Offer by written notice to the other party on or before expiration of such contingency period, and this Offer shall be null and void and all earnest money shall be promptly returned to Buyer.

**Contingencies Waived or Satisfied:**

If Buyer does not provide Seller written notice within sixty (60) days of Acceptance of this Offer that the contingencies set forth in the Offer have not been satisfied or waived, the contingencies shall automatically be deemed to be waived and satisfied.

II. **Additional Provisions:**

- A. Access to Property:** Seller agrees that Buyer shall have full and complete access to the Property to go upon the Property for the purpose of completing physical inspections, soil borings and testings, environmental audits, excavation and engineering testing, surveying and topography measurements, and any work related thereto (“Buyer’s Due Diligence Activities”), all at Buyer’s sole cost. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer or Buyer’s contractors shall maintain liability insurance for all such

activities on the Property. At the conclusion of Buyer's Due Diligence Activities, any material damage to the Property caused thereby shall be repaired, and the Property shall be restored to substantially the condition existing prior to Buyer's Due Diligence Activities at the sole cost and expense of Buyer. Notwithstanding the foregoing, if Buyer waives all Due Diligence Activities and moves to Closing, Buyer shall have no obligation to repair or restore the Property. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer's Due Diligence Activities, except that such indemnification shall not apply to claims and liabilities related to Property conditions discovered during performance of said Due Diligence Activities.

- B. Insulation, Asbestos, Lead, Radium and Radon Gas:** The parties are aware that newspaper and other public information indicated that urea-formaldehyde foam insulation, asbestos, lead, radium, toxic substances and naturally occurring radon gas pollution, within a structure, or in soils or water supplies, could represent a serious health hazard. Seller states to the best of Seller's knowledge that this Property does not contain urea-formaldehyde foam insulation or asbestos and has not had a history of radon gas pollution or abnormal concentrations of lead, radium or toxic substances. Broker and Broker's agents make no representation or warranties regarding such matters and Buyer is encouraged to inspect and test the Property regarding such matters.
- C. Closing:** If Buyer does not terminate this Offer during the Contingency Period, closing of the purchase and sale of the Property, shall occur within thirty (30) days after the date Buyer waives or satisfies all of its contingencies set forth in this Offer. Buyer may, at its sole option, elect to close the purchase of the Property at any time prior to said date, upon five (5) days prior written notice to Seller. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
- D. Authorization to Sign Documents:** Buyer and Seller represent and warrant to each other that the individuals signing this Offer and Addendum on behalf of Buyer and Seller are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.
- E. Electronic Signature/s:** Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.
- F. Legal Counsel:** Anderson Commercial Group, LLC makes no representation as to the accuracy or completeness of the disclosures made in this Offer to Purchase. The Buyer and Seller are advised to be represented by their attorneys in the preparation, review and signing of this Offer to Purchase and all other legal documents associated with the purchase/sale of this Property.

[Signatures on following page]

Entire Agreement: This agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

In witness whereof, Seller and Buyer have caused this Addendum A to be executed on the date written below, their respective signatures, to be effective as of the full executed date of the Offer.

**Buyer: Lifetime Manufacturing LLC**

By:  \_\_\_\_\_ Date: 4/3/2026  
DocuSigned by:  
Larry Chapman

**Seller: City of Whitewater and/or assigns**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Weidl

# EXHIBIT A



## DRAFT – LETTER OF INTENT

City of Whitewater / Lifetime Manufacturing LLC

Date: March 11, 2026

Re: City-Owned Parcels /A444300002 and /A444200002 – Preliminary Development Intent

This Letter of Intent (“LOI”) is intended to outline the preliminary, non-binding understanding between the City of Whitewater (“City”) and Lifetime Manufacturing LLC (“Developer”) regarding the potential redevelopment of portions of City-owned Tax Parcels No. /A444300002 and /A444200002, Whitewater, Walworth County, Wisconsin (“Property”). This LOI is for discussion and evaluation purposes only and does not constitute a binding agreement or commitment by either party.

### 1. Property Description

The Property includes portions of two City-owned parcels consisting of approximately 33.24 total acres, identified as Tax Parcel No. /A444300002 and /A444200002 (also referred to as Lot 1T and 2T in the Whitewater University Technology Park), located south of Innovation Dr and west of Howard Rd, within the City of Whitewater, Walworth County, Wisconsin. See attached exhibit for conceptual site area.

### 2. Purpose

The purpose of this LOI is to document a mutual interest in further evaluating a potential private business development on the Property, subject to feasibility, market conditions, and all required municipal approvals.

### 3. Conceptual Development Framework

Based on preliminary discussions and concept materials, the parties acknowledge interest in a development concept generally characterized by:

- Construction of an approximately 200,000 square foot building by Lifetime Manufacturing LLC, including but not limited to manufacturing, assembly, offices, sales, and general operations as a private business use.
- Private driveways, parking lots, and other private infrastructure.
- Access to public utilities, including water and wastewater, located along Innovation Dr.
- Access to and use of existing public stormwater infrastructure adjacent to the west, known as Basin A and Basin B.





- Project investment by Developer of approx. \$17 million and at least \$15 million in total assessed value.
- Approximately 90 FTE positions employed by the business initially, and a projected net increase of 60 FTE positions over the next five years.
- All development parameters remain conceptual and non-binding.

**4. Preliminary City Participation (Subject to Common Council Approval)**

If the City were to advance this opportunity, any formal development agreement would be contingent upon Common Council approval of a Developer’s Agreement, and may include consideration of the following tools, consistent with prior City practices on comparable projects:

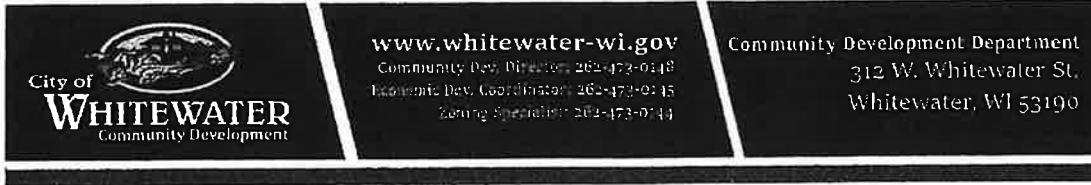
- Conveyance of the Property to the Developer at a purchase price of \$29,000.00 per acre (with a closing credit from seller to buyer to credit down to a total of \$1.00 at closing), with the Developer responsible for customary transaction and closing costs (including, as applicable, title insurance, recording fees, closing/escrow fees, and any survey costs); and
- Upfront financing of approximately \$2.5 million, which would be borrowed for by the City of Whitewater and/or the Whitewater Community Development Authority (CDA), to assist with site work, project costs, and development fees. Such payments to developer would be contingent on mutually agreed upon project milestones. Repayment of such loan would be made by the city/CDA through tax increment generated by the project. All such costs must be determined to be eligible under Wis. Stat. §66.1105, subject to review by the city’s Tax Increment Financing advisors (Ehlers).

**5. Due Diligence and Exclusivity**

This LOI does not grant exclusivity, development rights, or site control. The City reserves the right to consider alternative proposals, policy directions, or uses for the Property at its sole discretion unless and until a formal development agreement is authorized by the Common Council.

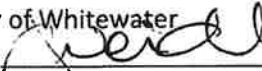
**6. Non-Binding Nature**

This LOI is non-binding and creates no legal obligations on either party. Any binding commitment would require negotiation, Common Council approval of a Developer’s Agreement that includes development milestones, reversionary protections, and remedies in the event the project does not proceed as approved, and execution of same formal development agreement and related documents.



**7. Confidentiality and Process**


The parties acknowledge that discussions related to this LOI may be reviewed by the Common Council in closed session pursuant to applicable Wisconsin statutes governing negotiations and the disposition of public property.

City of Whitewater  
 By:   
 John S. Weidl  
 City Manager

Date: 3/12/26

By:   
 Mason Becker  
 Community Development Director

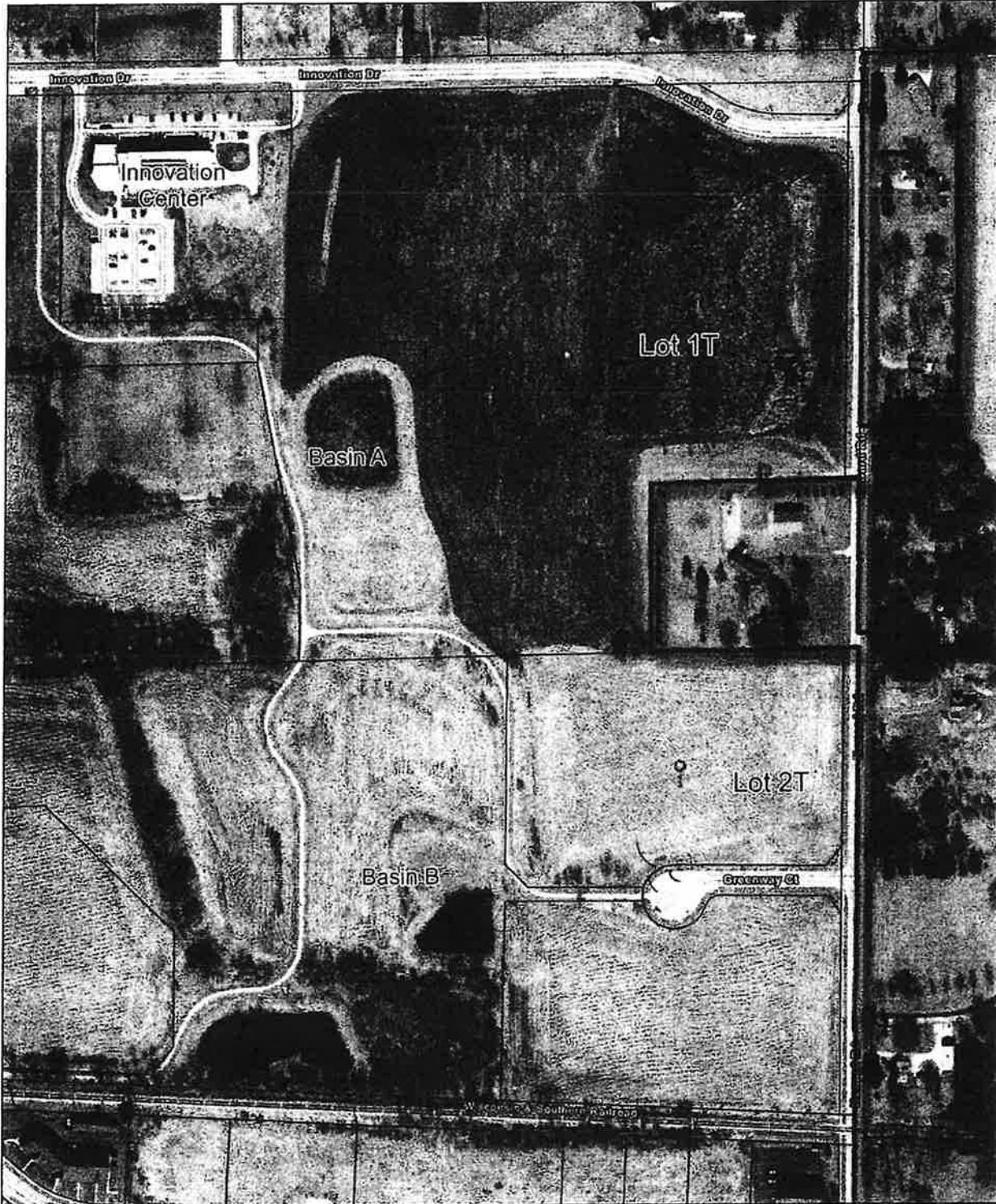
Date: 3-11-26

Lifetime Manufacturing LLC  
 By:   
 Name: Larry R. Chapman  
 Title: CEO

Date: 3/11/26

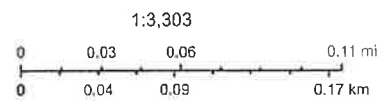


CITY OF WHITEWATER - LOT 1T and 2T



3/5/2026, 8:40:29 AM  
Imagery 2024 (Walworth Server)

-  Red: Band\_1
-  Green: Band\_2
-  Blue: Band\_3



SE Wise Reg Planning Comm, SEWRPC, Microsoft, Vantor,  
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©  
OpenStreetMap contributors, and the GIS User Community

# City of Whitewater - Lot 1T and 2T

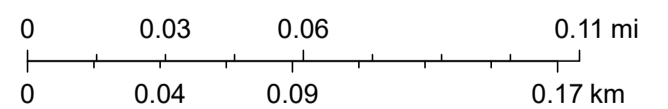


3/5/2026, 8:40:29 AM

Imagery 2024 (Walworth Server)

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

1:3,303



SE Wisc Reg Planning Comm, SEWRPC, Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



SUMMERSET MARINE  
 Whitewater Technology Park, Whitewater WI  
 SITE PLAN

2610 Lake Cook Road  
 Suite 280  
 Riverwoods, IL 60015  
 Ph.: (847) 940-0300  
 www.pdaarchitects.com

Partners in Design  
 ARCHITECTS



PROJECT NO.:  
 103126.025  
 DRAWN BY: JRC CHECKED BY: WHB  
 DATE:  
 03.20.26  
 SHEET NO.:

DS01

1 SITE PLAN  
 DS01 1" = 200'-0"





# Plan & Architectural Review Commission

Meeting Date:	April 13, 2026
Agenda Item:	Memo on Removal of Deed Restrictions on Bluff Rd properties
Staff Contact (name, email, phone):	Mason Becker, <a href="mailto:mbecker@whitewater-wi.gov">mbecker@whitewater-wi.gov</a> , 262.443.4458

## BACKGROUND

(Enter the who, what when, where, why)

As PARC board members are likely aware, staff have been working with Stonehaven Development on development of single-family housing along Bluff Road. A Development Agreement was presented to the CDA board previously, which was moved forward to the Common Council on April 9, 2026.

During due diligence on the properties, the developer discovered that some deed restrictions existed on the parcels, which would prohibit the construction of residential housing. The developer has requested that the City, agree to remove all deed restrictions on the properties. The developer has also requested the consent of the other affected private property owners.

Closing on the real estate transaction is set to occur before the end of April 2026.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The CDA board reviewed the proposed development project and recommended staff move forward with drafting a Development Agreement for future review by the CDA and Common Council at the December 18, 2025 regular board meeting.
- The CDA was given an update on this project at the February 19, 2026 regular board meeting.
- The developer’s requested rezoning and Comprehensive Plan Amendments on the properties were previously approved by both the PARC and the Common Council, with final approval given at the February 17, 2026 Common Council meeting
- The CDA recommended the Development Agreement to the Common Council for approval at the March 19, 2026 regular CDA board meeting

## FINANCIAL IMPACT

(If none, state N/A)

- The addition of much needed single-family owner-occupied housing will represent significant improvement to these currently undeveloped properties. The two CDA-owned parcels are currently tax exempt.

## STAFF RECOMMENDATION

- Staff recommend that the PARC recommend to the Common Council the removal of the covenants and deed restrictions on parcels /A503200001, /A503200002, /A410100001, /A410100002, /A410100003, /A410100004, /A323600002, and /A323600001.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Release of Declaration of Covenants and Restrictions documents

DECLARATION OF COVENANTS AND RESTRICTIONS

Document Number

RECORDED ON

WHEREAS, the City of Whitewater, Wisconsin, a municipal corporation, is, or will be at the time of recording of these Declarations, the owner of the following described real estate (initially comprising the "Bluff Road Commercial District"), lying northerly of, and abutting upon, relocated Bluff Road, also sometimes referred to as Bluff Street (hereinafter referred to as "Bluff Road"), to-wit:

2003 JUL 21 AM 9 59

CONNIE J. WOOLEYER REGISTER OF DEEDS WALWORTH COUNTY, WI

The Following described real estate located in the NE 1/4 and NW 1/4 of the SE 1/4 Sec. 3, T4N, R15E, in the City of Whitewater, Walworth County, Wisconsin, to-wit:

RETURN TO:

Lots 1, 2 and 3 of Certified Survey Map No. 3236 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 30, 2000 in Volume 18 of Certified Surveys of Walworth County at Pages 71 and 72 as Document No. 446556.

SIMON LAW OFFICE 304 West Main Street Whitewater, WI 53190 25.00

/A 323600001, /A 323600002 & /A 323600003 (Parcel Identification Number)

and

WHEREAS, the lands initially comprising the Bluff Road Commercial District are being, and in the event additional lands as may be added by the City to said District in the future will be, planned and developed in conjunction with the Whitewater Business Park, however, due to the differing nature of the planned use and development of the Bluff Road Commercial District, the City of Whitewater does not deem it to be appropriate to extend the Whitewater Business Park Covenants to the Bluff Road Commercial District, but rather, deems it to be more appropriate to establish and impose separate covenants and restrictions on the Bluff Road Commercial District (and such additional lands as may be added by the City to said District in the future) as hereinafter set forth; and

WHEREAS, the City of Whitewater desires to subject the lands lying within the Bluff Road Commercial District to the conditions, restrictions, covenants and reservations contained herein for the benefit of the property and to assure the public and future owner of Lots in the Bluff Road Commercial District of the orderly and compatible development of said lands, and to protect the value and attractiveness of said lands, the development of said lands and improvements thereto, and the use thereof; and

WHEREAS, the City of Whitewater reserves the right to, but shall not be obligated to, add to the Bluff Road Commercial District, and subject to the covenants and restrictions established under this Declaration, at such times and at such stages as the City of Whitewater, in its sole discretion shall determine, such additional lands as may now be owned or hereafter acquired by the City of Whitewater located in the Northeast 1/4 of the Southeast 1/4 of Section 3, T4N, R15E, City of Whitewater, Walworth County, Wisconsin lying northerly of Relocated Bluff Road and southerly of the 66 foot wide railroad right-of-way running through said quarter quarter section and lying easterly of Certified Survey Map No. 3236. In the event the City so elects to add any such additional lands to the Bluff Road Commercial District and subject the same to these Covenants, the City of Whitewater shall exercise its rights under this provision by executing and recording with the Register of Deeds for Walworth County, Wisconsin, amended or supplemental declarations of covenants and restrictions with respect to such additional lands, specifically declaring that such additional lands are subject to, and entitled to the benefits under, these Declarations, as the same may from time to time be amended. Under no circumstances, however, this provision bind the City of Whitewater, its successors and/or assigns, to make any additions to the Bluff Road Commercial District or to subject any additional lands to these Covenants and Restrictions, such decision to make any such additions and subject any such additional lands to these Covenants being within the complete discretion of the City of Whitewater.

NOW, THEREFORE, the City of Whitewater, as the owner of the above described lands initially comprising the Bluff Road Commercial District, hereby declares that the above described lands initially comprising the Bluff Road Commercial District, and any additional lands hereafter added to said District and subjected to these Covenants by the City of Whitewater as herein provided, shall be held, sold, conveyed, transferred, used and improved subject to, and in compliance with, the conditions, restrictions, covenants and reservations hereinafter set forth, which conditions, restrictions, covenants and reservations are hereby imposed upon said lands and shall be deemed and construed to be covenants running with the land, and shall be binding upon the present and all future owners and occupants of said lands and their heirs, successors and assigns. For purposes of these covenants and restrictions, each building Lot or parcel, as from time to time established and approved by the City of Whitewater, from time to time lying within the Bluff Road Commercial District and subjected to these Covenants (including any additional lands so added to said District and subjected to these Covenants as herein provided, shall constitute a "Lot", including any subsequently-approved divisions or re-divisions of said lands.

ARTICLE I  
REGULATION OF OPERATIONS AND USES

1. Permitted Uses. Only those uses permitted by right or by conditional use approved by the City of Whitewater under City of Whitewater Zoning Ordinance classification and District B-3 Highway Commercial & Light Industrial District, as the City of Whitewater Zoning Ordinance is from time to time amended (and in the event said district no longer continues to exist under said Ordinances, then under such similar zoning ordinance, district and classification as may from time to time be specified by the City of Whitewater) shall be allowed on any Lot in the Bluff Road Commercial District, all of which uses shall be subject to first obtaining the appropriate approvals from the City of Whitewater pursuant to said Ordinances.

2. Prohibited Uses. Notwithstanding the provisions of paragraph 1 of this Article I set forth above, the following uses shall be prohibited within the Bluff Road Commercial District:

- 2.1. Junkyards or salvage yards, recycling facilities, waste transfer stations, and similar uses;
- 2.2. Commercial petroleum storage yards;
- 2.3. Truck terminals;
- 2.4. Drive-through commercial establishments;
- 2.5. Transmission towers or antennas;
- 2.6. Gasoline stations;
- 2.7. Car washes;
- 2.8. Uses consisting primarily of outdoor material storage yards;
- 2.9. Mini-warehouses;
- 2.10. Residential uses other than those secondary to a primary commercial use on the site;
- 2.11. Community-based residential facilities;
- 2.12. Motor freight transportation;
- 2.13. Taverns and liquor stores;
- 2.14. Any use which would create a nuisance such as excessive noise, odor, glare, heat, radiation, vibration, dust, or liquid discharge; and
- 2.15. Any use substantially adversely affecting the health, safety or welfare of persons on the subject property or adjacent properties.

ARTICLE II

1. Approval of Plans Required. No building or improvement may be erected, placed or altered on any Lot in the Bluff Road Commercial District until the plans and use for such building or improvement have been approved by the City of Whitewater Plan and Architectural Review Board. Such plans shall at a minimum include the following information:

- 1.1. A description of the proposed use(s) to be located on the Lot;
- 1.2. A site development plan drawn to scale and showing the location and dimensions of all proposed structures, parking areas, driving lanes, sidewalks, vehicle access, outdoor storage areas, loading areas, outdoor mechanical equipment, freestanding signs, and similar improvements;
- 1.3. Building elevations and exterior architectural drawings and specifications, including enough detail to show the building style, architectural details, exterior materials and colors;
- 1.4. A grading and drainage plan;
- 1.5. A utility plan showing the location and size of all proposed utilities and easements;
- 1.6. A landscaping plan indicating the location and type of any significant existing vegetation on the site, along with the size, type and location of planned vegetative and non-vegetative landscaping;
- 1.7. A lighting plan indicating the type, location and wattage of any freestanding or building mounted exterior lighting fixtures; and
- 1.8. A signage plan showing the location, size, appearance, composition and lighting (if any) of any signs proposed for installation on the site.

2. Additional Information. The City of Whitewater Plan and Architectural Review Board may, in addition to the foregoing information set forth in paragraph 1 of this Article II, require the submission of such additional detail, plans and/or specifications as it may deem necessary or appropriate to adequately evaluate any proposed building, improvement or alteration thereof.

3. Basis for Approval. Approval shall be based, among other considerations, upon conformance of the submitted plans with then-applicable City of Whitewater ordinances, conformity with the East Whitewater Neighborhood Development Plan (as from time to time amended, and any subsequently adopted plan superseding the East Whitewater Neighborhood Development Plan), conformity and harmony of the proposed design with neighboring structures, and conformity with the development standards set forth in this Declaration of Covenants and Restrictions.

4. Completion of Work. Construction and installation of all improvements must be completed within one year of commencement unless otherwise approved by the Plan and Architectural Review Board.

ARTICLE III  
DEVELOPMENT STANDARDS

The development of all Lots shall conform to minimum standards regarding the design and construction of structures, parking and landscaping, and site layout, as set forth in this Article and succeeding Articles of these covenants. The intent of these standards is to ensure a high-quality environment which is safe, orderly, compatible,

aesthetically pleasing, and environmentally sound, and to protect the value of properties located within the Bluff Road Commercial District.

1. Required Setbacks. Setbacks for structures and other improvements will conform to the minimum standards in the following table, unless further restricted by the requirements of the City of Whitewater B-3 Highway Commercial and Light Industrial Zoning District, as from time to time amended:

Type of Improvement	Front Yard	Side Yard*	Rear Yard
Buildings or other structures (other than: signs--see Article V regarding signs; & other than fencing & refuse screening--see subparagraphs 17 & 13 below)	30'	15'	15'
Parking areas & driving lanes, except lanes for ingress/egress	15'	10'	5'
Outdoor storage areas, exterior mechanical equipment, refuse storage & disposal areas, etc.	Not Permitted	Not Permitted	10'

(\*The side yard of any corner Lot which fronts on a public street must comply with the setback requirements for front yards.)

The Plan and Architectural Review Board of the City of Whitewater shall have the right to disapprove setbacks which it, in its discretion, deems to be excessive. To the extent practicable, setbacks should be generally uniform from Lot to Lot.

2. Lot Coverage. The total floor area of all buildings on a Lot may not exceed fifty percent (50%) of the gross Lot area. The total area of all improvements on a Lot, inclusive of all structures, storage areas, parking lots, driving lanes, walkways, and all other impervious surfaces, may not exceed eighty percent (80%) of the gross Lot area.

3. Compliance with Applicable Codes. Any development within the Bluff Road Commercial District shall comply with all from time to time applicable City of Whitewater Ordinances and State of Wisconsin laws and administrative codes.

4. Building Design. Any buildings or improvements constructed in the Bluff Road Commercial District shall present an aesthetically pleasing appearance. At a minimum, the facade(s) of any building facing a public right-of-way shall be faced with brick, brick veneer, decorative block, stone, glass, wood or a similar grade of material in keeping with the character of nearby structures. Metal siding will not be permitted on any street yard building facade or on any portion of any side building facade visible from Bluff Road. The Plan and Architectural Review Board of the City of Whitewater shall further have the right to restrict and/or prohibit the use of metal siding on any building visible from Moraine View Parkway on buildings located on corner Lots fronting on both Bluff Road and Moraine View Parkway. Building colors should be subdued and harmonious with surrounding buildings. The use of staggered facades, articulated entryways, canopies, awnings, trellises, bays, doors, windows, and variations in roof lines to create a more visually appealing design is encouraged.

5. Corporate Trademark Colors. Corporate trademark colors should be subdued in tone. Where "brand" or "trademark" colors are employed in the building design, the colors should be subdued in tone, subtle in composition and incorporated directly into the choice of facing materials. The Plan and Architectural Review Board may limit the use of trademark colors to no more than twenty five percent (25%) of the building facade.

6. Off-Street Parking. Any development within the Bluff Road Commercial District must provide adequate off-street parking to accommodate the use intended for the site. Every effort should be made to minimize the placement of parking areas in the area between the street and the facade of the building closest to such street. Where parking is located between any street and building facade, no more than one row of parking and one service drive shall be permitted. Furthermore, such a parking area and drive shall be required to be edged by curb or an integral curb and sidewalk, and a minimum ten (10) foot wide landscaped buffer strip will be created between the right-of-way and the parking area. This buffer strip must include a continuous berm and/or vegetative screen maintained at height of at least three (3) feet, extending the length of the parking area. Parking of vehicles other than passenger vehicles shall be prohibited within any parking area or on any drive located within a street yard.

7. Access. No vehicular access will be permitted from or onto Moraine View Parkway between Bluff Road on the South and the Railroad track on the North, or within fifty (50) feet of the Moraine View Parkway right-of-way along Bluff Road. Also, shared access across adjacent Lots is strongly encouraged. More than one (1) street access point per lot will generally not be permitted.

8. Pedestrian Accommodation. Any development within the Bluff Road Commercial District must provide a five (5) foot wide concrete sidewalk along all street frontages, located one (1) foot within the road right-of-way or at such other location as approved by the Plan and Architectural Review Board. Pedestrian traffic should be accommodated on the Lot through the provision of pedestrian walkways from the street sidewalk and from parking areas to primary building entrances.

9. Loading Areas. On-street loading, off-loading and maneuvering of trucks loading and off-loading is prohibited. No loading area, loading dock, truck door, garage door, or other vehicle entrance may be located in any street yard. To the extent possible, loading areas should be located within the rear yard of the development. All loading areas must be screened from public view from Bluff Road

through site location, building placement, architectural design, fencing, landscaping, or other means acceptable to the Plan and Architectural Review Board. In addition to the foregoing, as to those Lots constituting corner Lots fronting on both Bluff Road and Moraine View Parkway, the Plan and Architectural Review Board may require additional screening with regard to loading areas within public view from Moraine View Parkway.

10. Outdoor Storage. Outdoor storage of material and equipment is permitted within the rear yard only, and only when incidental to activities regularly conducted on the premises. Outdoor storage of materials must be planned, designed, located and used so as to avoid impeding the drainage of stormwater, as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area. Outdoor storage areas must be adequately screened from Bluff Road through a combination of fencing, earth berms and/or vegetative landscaping providing at least a seventy-five percent (75%) screen from the ground to a minimum of six feet. Where vegetation is employed as a screen, plants must reach the desired height and width within two (2) years of planting. All outdoor storage areas shall be surfaced with asphalt, concrete, or other suitable material as approved by the Plan and Architectural Review Board.

11. Outdoor Vending Machines. Machines for the vending of products shall not be permitted on the exterior of any structure on any Lot within the Bluff Road Commercial District.

12. Exterior Mechanical Equipment. Every effort should be made to contain mechanical equipment within structures on the site. Where required, exterior mechanical equipment must be completely screened from public view and shall not be located in the area between a street and the facade of the building closest to that street. Roof-mounted mechanical equipment should not be visible from Bluff Road or from Moraine View Parkway.

13. Refuse Storage and Disposal. Facilities for storage and disposal of refuse shall be located within the rear yard of any development, shall be adequately sized to accommodate the refuse generated on the site and shall be designed and located so as to avoid impeding the drainage of stormwater as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area. Refuse facilities must be completely screened to a height of six (6) feet with a combination of building elements, fencing and/or vegetation.

14. Utilities. All electrical, telecommunications and other utility services shall be buried underground.

15. Antennas and Satellite Dishes. Antennas, satellite dishes, or other transmission devices shall not be visible from Bluff Road or Moraine View Parkway. The location and screening of such devices is subject to approval by the Plan and Architectural Review Board.

16. Lighting. Excessive levels of lighting should be avoided, and all lighting shall be designed so as to minimize spill-over onto adjacent properties. No lighting elements should be visible from off-site. Whenever possible, shielded indirect or "wall washing" lighting should be used to illuminate signs. Pole lighting should be of minimal height and employ full cut-off luminaries with flat lenses.

17. Fences. Fences must be made of wood, brick, masonry, or other permanent materials as approved by the Plan and Architectural Review Board, and may not extend beyond the setback line from any street or beyond any structure into any street yard. All fencing must be designed and located so as to avoid impeding the drainage of stormwater as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area.

18. Drainage. Site grading shall be adequately designed to appropriately channel storm drainage in accordance with the City of Whitewater's regional storm water plan for the area.

ARTICLE IV  
LANDSCAPING

1. Minimum Landscaped Area. A minimum of twenty percent (20%) of the gross area of any Lot must be vegetatively-landscaped. This landscaping should present a high-quality image from any street side. To achieve this objective, greenspace should be located within the street yards to the extent possible, and canopy trees, evergreens, shrubs, decorative plantings, etc. should be concentrated on the street side(s) of the Lot.

2. Street Trees. A minimum of one (1) street tree must be provided within the right-of-way for each thirty-five (35) feet of street frontage. This spacing may be increased where the location of driveways, underground utilities or other conditions prevents planting every thirty-five (35) feet. The size and species of these street trees shall be acceptable by the Plan and Architectural Review Board.

3. Setback Area. Trees must be planted within the setback area of any street yard to the extent that at twenty (20) years from the time of planting, tree canopies or covers will provide a minimum of twenty percent (20%) coverage. The extent of canopy shall be based upon published reference texts.

4. Vegetation Type. The choice of vegetation proposed in the landscaping plan should favor a variety of species native to the region, selected and sited to produce a hardy and drought-resistant landscape area.

5. Vegetation Size. Screening plant materials and evergreen and ornamental trees shall be a minimum of four (4) feet in height at time of planting. Canopy and

street trees shall have a minimum two and one-half (2.5) inch caliper at time of planting.

6. Ground Cover Required. All Lot areas not paved or built upon shall be graded and sodded, seeded, or planted with a suitable ground cover.

SECTION V  
SIGNS AND BILLBOARDS

1. Approval Required. All signs must be approved by the Plan and Architectural Review Board prior to installation.

2. On-Premises Business Signage. Signage directing attention to a business, commodity, product or service shall be limited to those identifying the business, commodity, product or service conducted, offered or produced on the Lot.

3. Monument Sign. Each Lot may be permitted one (1) monument sign, which sign may either be a business sign identifying the business, commodity, product or service conducted, offered or produced on that Lot, or in the event multiple businesses are conducted on such Lot (a "Multi-tenant Property"), such monument sign may be a Group Sign. For purposes of this Section V, a "Group Sign" means a sign displaying the collective name of a group of businesses conducted on a Lot such as the title of a building or center, or its tenants, or both. Any permitted monument sign shall be a maximum of five (5) feet in height from base to top of sign, and otherwise consistent with these Covenants and the City of Whitewater's Ordinances regarding size, design and location.

4. Building Mounted Signs. Not more than one (1) building-mounted wall sign shall be permitted for each business located on a Lot. If no monument sign exists or is erected on a Lot, the Plan and Architectural Review Board of the City of Whitewater may, to the extent consistent with the City Ordinances regarding signs, allow the installation of: one (1) additional building-mounted wall sign identifying the business, commodity, product or service conducted, offered or produced on that Lot; or in the event the Lot is a Multi-tenant Property, one (1) building-mounted Group Sign. The total surface area of all wall-mounted signs, including any additional wall-mounted sign permitted in lieu of a monument sign, shall not exceed an area equal to ten percent (10%) of the first floor surface area of the front wall of the building located on a Lot and no one (1) business sign may exceed thirty-two (32) square feet in area, and no one (1) group sign may exceed fifty (50) square feet in area. For purposes of this provision, the building's front wall shall mean the wall facing the streetyard of the Lot, and in the event the Lot is a corner Lot having two (2) streetyards, the building's wall constituting the front wall shall be designated at the time of construction of such building and shall not thereafter be changed without the specific approval of the Plan and Architectural Review Board of the City of Whitewater. All building-mounted wall signs must be mounted flush with the building and otherwise consistent with the City Ordinances regarding size, location, design, lighting and number of signs.

5. Prohibited Signs. Projecting building-mounted signs, pole signs, animated or motion signs, flashing signs, and roof-mounted signs are prohibited.

6. Sign Illumination. Illuminated signs may be permitted. Indirect lighting will be preferred over internal lighting.

7. Color and Materials. Materials used in sign construction should be complementary in style and quality to facing materials used on the building. Colors should be subdued.

ARTICLE VI  
MAINTENANCE STANDARDS

1. General Provisions. Each Lot and all improvements thereon shall at all times be kept in a safe, clean and wholesome condition.

2. Repairs and Alterations. Any and all repairs, alterations and additions shall be of at least equal quality to the original.

3. Rubbish and Waste Materials. No rubbish shall be burned on the premises. All waste materials shall be located within the refuse storage and disposal facilities constructed in accordance with the site development plan. Storage of waste materials shall not exceed thirty (30) days on any Lot.

4. Landscaping. All vegetative and non-vegetative landscaping shall be maintained in a healthy and well-kept condition.

ARTICLE VII  
RESALE OF LOTS AND/OR PORTIONS OF LOTS

In the event any owner, other than the City of Whitewater and/or the Community Development Authority of the City of Whitewater, of any Lot subject to these Covenants elects to sell any portion of the undeveloped land which is not then being used in connection with the business or industry of such owner, the same shall first be offered for sale, in writing, to the City of Whitewater at the price per acre paid for such land when such land was initially purchased from the City of Whitewater (or in the event such land was purchased from the Community Development Authority of the City of Whitewater following the purchase thereof by the Community Development Authority of the City of Whitewater from the City of Whitewater, then at the price per acre paid for such land when such land was purchased from the Community Development Authority of the City of Whitewater), together with the costs of any special assessments paid from the date of purchase of said land from the City of Whitewater (or if first sold by the City of Whitewater to the Community Development Authority of the City of Whitewater, then from the date of purchase of said land from the Community Development Authority of the

City of Whitewater) to the date of closing of the resale to the City of Whitewater, if the City of Whitewater so elects to re-purchase such undeveloped land or portion thereof. The City of Whitewater shall have ninety (90) days from the date of receipt of such offer to accept or reject the same, unless an extension of the time is mutually agreed upon and set forth in writing. Acceptance or rejection of any such offer shall be approved by the Common Council of the City of Whitewater following a review and recommendation with respect thereto by the Plan and Architectural Review Board of the City of Whitewater. In the event the City of Whitewater accepts such offer, the owner ("Seller") shall convey title to said land to the City of Whitewater, or the City of Whitewater's designee, by warranty deed, free and clear of all liens and encumbrances, except these covenants, conditions and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, deferred unpaid assessments for public improvements, if any, and real estate taxes for the then-current year; Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale; Seller shall provide, at Seller's expense, a title insurance policy insuring the City of Whitewater or its designee as the owner upon repurchase for the full amount of the repurchase price. In the event the City of Whitewater rejects any such offer and said owner proceeds with the sale of any portion of the undeveloped land to a third party, said conveyance shall be subject to the continuing provisions of this Article, and said third-party purchaser, if it, in the future, elects to sell any portion of the undeveloped land which is not then being used by it in connection with its business or industry, shall be required to again first offer said then-undeveloped portion of land for sale in writing to the City of Whitewater at the price per acre paid for such land by the initial purchaser from the City of Whitewater (or in the event said land was initially first purchased from the City of Whitewater by the Community Development Authority of the City of Whitewater, then at the price per acre paid for such land by the purchaser from the Community Development Authority of the City of Whitewater), together with the cost of any special assessments paid by owners of said lands from the date of such original sale by the City of Whitewater (or the Community Development Authority of the City of Whitewater, as the case may be) to the date of repurchase, all on the same terms and conditions as set forth above, it being the intent that the City of Whitewater shall have and retain a continuing right to repurchase undeveloped lands under this Article. Any proposed re-division or further division of any Lot and any sales of portions of parcels or Lots resulting in change or adjustment of lot lines must be approved by the Plan and Architectural Review Board of the City of Whitewater.

**ARTICLE VIII  
RECAPTURE AND RESALE OF LAND**

1. If any owner, other than the City of Whitewater or the Community Development of the City of Whitewater, of any Lot does not commence construction of a building or buildings thereon within one (1) year after the date of purchase of said Lot by said owner, the City of Whitewater shall have the option to repurchase said Lot as provided for in this Article. Exercise of the option shall be effected by a resolution adopted by the Common Council of the City of Whitewater. So long as said owner has not commenced construction of a building or buildings on said Lot, said option shall be exercisable by the City of Whitewater upon delivery in writing of a notice to said owner at any time after the expiration of said one (1) year period, or such longer period as may be agreed to in writing between said owner and the City of Whitewater Common Council. If said option to purchase is exercised, closing shall take place within sixty (60) days following the exercise of said option on such date as shall be designated by the City of Whitewater specified in the notice of exercise, or on such later date as may be agreed to in writing between said owner and the City of Whitewater Common Council. In the event the City of Whitewater exercises its option to purchase contained in this Article, the repurchase price to be paid by the City of Whitewater (or its designee) shall be computed at the price per acre paid for such land by the initial purchaser of said land at the time of purchase thereof from the City of Whitewater (or in the event said land was initially sold by the City of Whitewater to the Community Development Authority of the City of Whitewater and subsequently resold by the Community Development Authority of the City of Whitewater, then at the price per acre paid for such land by the initial purchaser of said land from the Community Development Authority of the City of Whitewater), plus any special assessments paid by the owners of such land from the date of purchase of such land from the City of Whitewater (or the Community Development Authority of the City of Whitewater, as the case may be) to the date of closing of the re-purchase by the City of Whitewater or its designee under this Article. In the event the City of Whitewater exercises its option to re-purchase hereunder, conveyance of said lands shall be by warranty deed from said owner ("Seller") to the City of Whitewater or its designee, free and clear of all liens and encumbrances, except these covenants, conditions and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, deferred unpaid assessments for public improvements, if any, and real estate taxes for the then-current year; Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale; Seller shall provide, at Seller's expense, a title insurance policy insuring the City of Whitewater or its designee as the owner upon repurchase for the full amount of the repurchase price.

2. Nothing contained in this Article shall be deemed to give the City of Whitewater a right of first refusal or option to purchase under this Article with regard to lands which have been improved by a construction of a building or buildings thereon, it being intended that the option provisions provided for in this Article shall apply only to vacant parcels and that the owner of any Lot which has been improved by the construction of a building or buildings thereon shall have the right to sell all of such property as one parcel, together with the improvements thereon.

ARTICLE IX  
DURATION OF COVENANTS

The covenants, restrictions and provisions of this Declaration shall be deemed and considered to be covenants running with the land and shall be binding upon all parties and persons having an interest in the land affected hereby for a period of ten (10) years from the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of the Lots or parcels subject to these covenants and restrictions holding two-thirds (2/3) of the vote (as hereinafter defined) and approved by the Common Council of the City of Whitewater (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) has been recorded agreeing to terminate these covenants, restrictions and provisions, and in the event of an amendment of these covenants, restrictions or provisions in accordance with the provisions of Article XI below, the same shall continue in force as so amended, in a like manner for the balance of that then-current term, and shall in the same way be automatically be extended for successive like terms. In determining voting rights hereunder, one (1) vote shall be counted for each Lot, and if there is more than one (1) owner of any such Lot, the vote allocated to such Lot shall be divided between said owners according to their percentage of ownership interests of record. Any Lot owned by the City of Whitewater and/or the Community Development Authority of the City of Whitewater shall be included in such voting, with one (1) vote for each such separate Lot so owned. Those votes of the City of Whitewater with respect to Lots owned by the City of Whitewater shall be exercisable and cast by the action of the Common Council of the City of Whitewater.

ARTICLE X  
ENFORCEMENT

Any dispute involving these covenants shall be decided by the Plan and Architectural Review Board of the City of Whitewater. The enforcement of the restrictions and covenants contained in this Declaration shall be by proceedings at law or in equity against any person(s) or entity(ies) violating, or attempting to violate, any covenant or restriction, either to restrain violation or to recover damages, with such election at the option of the enforcing parties. Such proceedings may be commenced by any owner or owners of Lots subject to these restrictions and covenants and/or by the City of Whitewater.

ARTICLE XI  
AMENDMENT OF DECLARATION OF RESTRICTIONS AND COVENANTS

Except as hereinafter provided, the within restrictions and covenants may be amended by a written instrument executed by the then current owners of Lots subject to these restrictions holding a majority of votes as determined under the provisions of Article IX hereof and executed on behalf of the City of Whitewater as authorized by motion or other resolution duly adopted by a majority of the Common Council of the City of Whitewater after having considered the recommendations of the Plan and Architectural Review Board of the City of Whitewater.

ARTICLE XII  
VARIANCES

Where, in the judgment of the Plan and Architectural Review Board of the City of Whitewater, it would be inappropriate to apply literally the provisions of these restrictions and covenants because of unusual circumstances, or because exceptional practical difficulty or undue burden would result, the Plan and Architectural Review Board of the City of Whitewater may waive or modify any requirements set forth in these covenants other than the requirements and provisions related to termination and/or amendment, subject, however, to the following:

1. Not less than ten (10) days prior to the date of consideration of such waiver or modification or variance by the Plan and Architectural Review Board, written notice specifying the proposed waiver, modification or variance and the time, date and place when the Plan and Architectural Review Board will consider the same shall be mailed to the then current owners of all of the Lots then subject to these covenants and restrictions who would be entitled to vote under the terms of Article IX above, utilizing for such mailing purposes the most recent addresses for such owners contained in the assessment rolls of the City of Whitewater.

2. In the event written objections to such proposed modification, waiver or variance executed by a majority of the owners who would be entitled to vote under the terms of Article IX are delivered to the City Clerk of the City of Whitewater prior to the time and date of the meeting at which the Plan and Architectural Review Board is to consider such waiver, modification or variance, such waiver, modification or variance may not be approved or granted by the Plan and Architectural Review Board.

ARTICLE XIII  
SEVERABILITY

Invalidation of any of the covenants or restrictions herein set forth, or hereafter existing by way of amendment or modification as herein provided, by judgment or court order, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, nor shall any such judgment or court order render inapplicable the provisions of these covenants and restrictions to persons or circumstances other than those held invalid by such judgment or court order.



**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

Document Number

Document Title

Recording Area

Peter Turke  
Turke & Steil s.c.  
613 Williamson Street, Suite 201  
Madison, WI 53703

Name and Return Address

See Exhibits A and B

Parcel Identification Number (PIN)

**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS (this “Release”) is made as of this \_\_\_ day of \_\_\_\_\_, 2026, by and between Rozelle Investments, LLC, a Wisconsin limited liability company (“Rozelle Owner”), ECC Rentals, LLC, a Wisconsin limited liability company (“ECC Rentals Owner”), and the City of Whitewater, Wisconsin, a municipal corporation (the “City”). Rozelle Owner and ECC Rentals Owner shall hereinafter individually be referred to as an “Owner” and collectively referred to as the “Owners”.

**WHEREAS**, Rozelle is the current owner of certain real property more particularly described on Exhibit A attached hereto (the “Rozelle Property”);

**WHEREAS**, ECC Rentals Owner is the current owner of certain real property more particularly described on Exhibit B attached hereto (the “ECC Rentals Property”);

**WHEREAS**, The Rozelle Property and the ECC Rentals Property shall hereinafter individually be referred to as a “Property” and collectively referred to as the “Properties”;

**WHEREAS**, the City is a prior owner of all the Properties and at the time the City owned all the Properties, the City executed a certain Declaration of Covenants and Restrictions on December 19, 2005, and recorded as Document No. 663591 in the Office of the Register of Deeds for Walworth County, Wisconsin on December 22, 2005 (the “Declaration”);

**WHEREAS**, pursuant to Article VIII of the Declaration, any Owner or the City may seek to enforce the restrictions and covenants contained in the Declaration;

**WHEREAS**, pursuant to Articles IX of the Declaration, two-thirds (2/3) of the Owners may vote to terminate the covenants, restrictions and provisions contained in the Declaration, provided the Common Council of the City approves such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater);

**WHEREAS**, all the Owners have voted to terminate the covenants, restrictions and provisions contained in the Declaration, the Common Council of the City has approved such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) via resolution # \_\_\_\_\_. ; and

**WHEREAS**, all the Owners and the City desire to execute and record this Release to provide notice that the Declaration has been terminated and the Owners and the City have released any and all rights in connection therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the Owners and the City hereby terminate the Declaration, and the Owners and the City hereby release and forever discharge and release all rights, title, interests, and obligations created by or relating to the Declaration. The Declaration is of no further force or effect. This Release sets forth the entire agreement between the Owners and the City with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Release shall bind the Owners, the City and their respective successors and assigns. This Release may be executed in any number of counterparts, each of such counterparts, for all purposes, shall be deemed an original but all of such counterparts taken together shall constitute but one and the same instrument.

Effective as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

*[Remainder of Page is Intentionally Blank; Signature Pages Follow]*

Rozelle Investments, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN )

) ss.

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission \_\_\_\_\_

ECC Rentals, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

APPROVED:

City of Whitewater, Wisconsin, a municipal corporation

By: \_\_\_\_\_  
Name: John Weidl  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Heather Boehm  
Title: City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Steven T. Chesebro  
Title: City Attorney

This document was drafted by:

Peter Turke  
Turke & Steil s.c.  
613 Williamson Street, Suite 201  
Madison, WI 53703

**EXHIBIT A**

**ROZELLE PROPERTY  
LEGAL DESCRIPTION**

Lots 1-3 of Certified Survey Map No. 4104 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on November 27, 2007 as Document No. 724337. **[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]**

Parcel Identification Number (PIN): /A410400001, /A410400002, and /A410400003.

**EXHIBIT B**

**ECC RENTALS PROPERTY  
LEGAL DESCRIPTION**

Lot 4 of Certified Survey Map No. 4104 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on November 27, 2007 as Document No. 724337. **[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]**

Parcel Identification Number (PIN): /A410400004.

**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

Document Number

Document Title

Recording Area

Peter Turke  
 Turke & Steil s.c.  
 613 Williamson Street, Suite 201  
 Madison, WI 53703

Name and Return Address

See Exhibit A

Parcel Identification Number (PIN)

**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS (this “Release”) is made as of this \_\_\_ day of \_\_\_\_\_, 2026, by and between the Community Development Authority of the City of Whitewater, Wisconsin, a body politic established and created by the City of Whitewater, Wisconsin, a municipal corporation (“Whitewater CDA Owner”) and the City of Whitewater, Wisconsin, a municipal corporation (the “City”).

**WHEREAS**, Whitewater CDA Owner is the current owner of certain real property more particularly described on Exhibit A attached hereto (the “Whitewater CDA Property”);

**WHEREAS**, the City is a prior owner of the Whitewater CDA Property and at the time the City owned the Whitewater CDA Property, the City executed a certain Declaration of Covenants and Restrictions on December 19, 20005, and recorded as Document No. 663590 in the Office of the Register of Deeds for Walworth County, Wisconsin on December 22, 2005 (the “Declaration”);

**WHEREAS**, pursuant to Article X of the Declaration, any owner or owners of the Whitewater CDA Property or the City may seek to enforce the restrictions and covenants contained in the Declaration;

**WHEREAS**, pursuant to Articles IX of the Declaration, two-thirds (2/3) of owner or owners of the Whitewater CDA Property may vote to terminate the covenants, restrictions and provisions contained

in the Declaration, provided the Common Council of the City approves such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater);

**WHEREAS**, Whitewater CDA Owner has voted to terminate the covenants, restrictions and provisions contained in the Declaration, the Common Council of the City has approved such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) via resolution # \_\_\_\_\_; and

**WHEREAS**, Whitewater CDA Owner and the City desire to execute and record this Release to provide notice that the Declaration has been terminated and Whitewater CDA Owner and the City have released any and all rights in connection therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, Whitewater CDA Owner and the City hereby terminate the Declaration, and Whitewater CDA Owner and the City hereby release and forever discharge and release all rights, title, interests, and obligations created by or relating to the Declaration. The Declaration is of no further force or effect. This Release sets forth the entire agreement between Whitewater CDA Owner and the City with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Release shall bind Whitewater CDA Owner, the City and their respective successors and assigns. This Release may be executed in any number of counterparts, each of such counterparts, for all purposes, shall be deemed an original but all of such counterparts taken together shall constitute but one and the same instrument.

Effective as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

*[Remainder of Page is Intentionally Blank; Signature Pages Follow]*

Community Development Authority of the City of  
Whitewater, Wisconsin, a body politic established and  
created by the City of Whitewater, Wisconsin, a  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named  
\_\_\_\_\_ to me known to be the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and  
acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

APPROVED:

City of Whitewater, Wisconsin, a municipal corporation

By: \_\_\_\_\_  
Name: John Weidl  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Heather Boehm  
Title: City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Steven T. Chesebro  
Title: City Attorney

This document was drafted by:

Peter Turke  
Turke & Steil s.c.  
613 Williamson Street, Suite 201  
Madison, WI 53703

**EXHIBIT A****WHITEWATER CDA PROPERTY  
LEGAL DESCRIPTION**

Lot 2 of CERTIFIED SURVEY MAP NO. 5032 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 06, 2022, as Document No. 1063100, said Certified Survey Map being a redivision of Lot 3 of Certified Survey Map No. 3236 and a portion of Lot 4 of Certified Survey Map No. 3125 and a portion of Vacated Bluff Road by City of Whitewater Resolution dated April 4, 2000 and Vacated portion of Moraine View Parkway as per document No. 1049284 and a portion of unplatted land, all located in part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth, Wisconsin.  
**[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]**

Parcel Identification Number (PIN): /A503200002.

**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

Document Number

Document Title

Recording Area

Peter Turke  
Turke & Steil s.c.  
613 Williamson Street, Suite 201  
Madison, WI 53703

Name and Return Address

See Exhibits A, B, and C

Parcel Identification Number (PIN)

**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS (this “Release”) is made as of this \_\_\_ day of \_\_\_\_\_, 2026, by and between VAS Bluff Road LLC, a Wisconsin limited liability company (“VAS Bluff Road Owner”), Whitewater Alpha Real Estate, LLC, a Wisconsin limited liability company (“Whitewater Alpha Real Estate Owner”), the Community Development Authority of the City of Whitewater, Wisconsin, a body politic established and created by the City of Whitewater, Wisconsin, a municipal corporation (“Whitewater CDA Owner”), and the City of Whitewater, Wisconsin, a municipal corporation (the “City”). VAS Bluff Road Owner, Whitewater Alpha Real Estate Owner, and Whitewater CDA Owner shall hereinafter individually be referred to as an “Owner” and collectively referred to as the “Owners”.

**WHEREAS**, VAS Bluff Road Owner is the current owner of certain real property more particularly described on Exhibit A attached hereto (the “VAS Bluff Road Property”);

**WHEREAS**, Whitewater Alpha Real Estate Owner is the current owner of certain real property more particularly described on Exhibit B attached hereto (the “Whitewater Alpha Real Estate Property”);

**WHEREAS**, Whitewater CDA Owner is the current owner of certain real property more particularly described on Exhibit C attached hereto (the “Whitewater CDA Property”);

**WHEREAS**, The VAS Bluff Road Property, the Whitewater Alpha Real Estate Property, and the Whitewater CDA Property shall hereinafter individually be referred to as a “Property” and collectively referred to as the “Properties”;

**WHEREAS**, the City is a prior owner of all the Properties and at the time the City owned all the Properties, the City executed a certain Declaration of Covenants and Restrictions on July 16, 2003, and recorded as Document No. 0566457 in the Office of the Register of Deeds for Walworth County, Wisconsin on July 21, 2003 (the “Declaration”);

**WHEREAS**, pursuant to Article X of the Declaration, any Owner or the City may seek to enforce the restrictions and covenants contained in the Declaration;

**WHEREAS**, pursuant to Articles IX of the Declaration, two-thirds (2/3) of the Owners may vote to terminate the covenants, restrictions and provisions contained in the Declaration, provided the Common Council of the City approves such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater);

**WHEREAS**, all the Owners have voted to terminate the covenants, restrictions and provisions contained in the Declaration, the Common Council of the City has approved such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) via resolution # \_\_\_\_\_; and

**WHEREAS**, all the Owners and the City desire to execute and record this Release to provide notice that the Declaration has been terminated and the Owners and the City have released any and all rights in connection therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the Owners and the City hereby terminate the Declaration, and the Owners and the City hereby release and forever discharge and release all rights, title, interests, and obligations created by or relating to the Declaration. The Declaration is of no further force or effect. This Release sets forth the entire agreement between the Owners and the City with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Release shall bind the Owners, the City and their respective successors and assigns. This Release may be executed in any number of counterparts, each of such counterparts, for all purposes, shall be deemed an original but all of such counterparts taken together shall constitute but one and the same instrument.

Effective as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

*[Remainder of Page is Intentionally Blank; Signature Pages Follow]*

VAS Bluff Road LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

Whitewater Alpha Real Estate, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_



APPROVED:

City of Whitewater, Wisconsin, a municipal corporation

By: \_\_\_\_\_  
Name: John Weidl  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Heather Boehm  
Title: City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Steven T. Chesebro  
Title: City Attorney

This document was drafted by:

Peter Turke  
Turke & Steil s.c.  
613 Williamson Street, Suite 201  
Madison, WI 53703

**EXHIBIT A****VAS BLUFF ROAD PROPERTY  
LEGAL DESCRIPTION**

Lot 1 of Certified Survey Map No. 3236 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 30, 2000 in Volume 18 of Certified Surveys of Walworth County at Pages 71 and 72 as Document No. 446556. **[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]**

Parcel Identification Number (PIN): /A323600001.

**EXHIBIT B**

**WHITEWATER ALPHA REAL ESTATE PROPERTY  
LEGAL DESCRIPTION**

Lot 2 of Certified Survey Map No. 3236 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 30, 2000 in Volume 18 of Certified Surveys of Walworth County at Pages 71 and 72 as Document No. 446556. **[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]**

Parcel Identification Number (PIN): /A323600002.

**EXHIBIT C****WHITEWATER CDA PROPERTY  
LEGAL DESCRIPTION**

Lot 1 of CERTIFIED SURVEY MAP NO. 5032 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 06, 2022, as Document No. 1063100, said Certified Survey Map being a redivision of Lot 3 of Certified Survey Map No. 3236 and a portion of Lot 4 of Certified Survey Map No. 3125 and a portion of Vacated Bluff Road by City of Whitewater Resolution dated April 4, 2000 and Vacated portion of Moraine View Parkway as per document No. 1049284 and a portion of unplatted land, all located in part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth, Wisconsin.  
**[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]**

Parcel Identification Number (PIN): /A503200001.