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Document Number	DECLARATION OF RESTRICTIONS FOR BELLA VISTA ESTATES Document Title

Recording Area

Name and Return Address:

Johanssen Farms, LLC
Attn: Wade Balson
N51 W23563 Lisbon Road
Sussex, WI 53089

PIN: See Exhibit A

DECLARATION OF RESTRICTIONS FOR BELLA VISTA ESTATES

DECLARATION OF RESTRICTIONS FOR BELLA VISTA ESTATES

This Declaration of Restrictions for Bella Vista Estates (Declaration) is made as of the ___ day of _____ 2024, by Johanssen Farms, LLC, a Wisconsin limited liability company (the Developer).

WHEREAS, Developer is the owner of the property commonly known as the Bella Vista Estates Subdivision located in the Village of Menomonee Falls, Waukesha County, Wisconsin, as more particularly described on the attached Exhibit A-1 (Property); and

WHEREAS, Developer desires to subject the residential lots in Phase 2 and Phase 3 of the Subdivision, as hereinafter defined, as platted by that certain plat of Phase 2 Bella Vista Estates recorded on _____ in the Waukesha County Register of Deeds office as Document Number _____, (Plat), a copy of which is attached hereto as Exhibit A-2, to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the Property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the Property, shall be held, sold, conveyed, transferred, used, and improved only subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration shall become effective immediately upon the recording hereof with respect to the Property.

The terms Bella Vista Estates , Bella Vista Estates Development and Subdivision , as used in this Declaration, may be used interchangeably with one another and with Property throughout this Declaration to refer to the Property located within Phase 2 and Phase 3 of the Subdivision as depicted on Exhibit A.

The term Lot as used in this Declaration is hereby defined as each separate single- family buildable parcel of real estate existing now or in the future on the Property which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration.

The term Common Area is hereby defined as the asphalt trail on Outlot 6, as shown on the Plat, and Outlots 1, 3, 4, 6 and 7, as defined herein, and any boulevard, detention or retention area, or any area within the Subdivision which is not a Lot, a dedicated street, or other dedicated area for which the Village of Menomonee Falls (Village) has assumed responsibility for maintenance. Each owner of a Lot (Lot Owner) shall have an equal undivided ownership interest in the Common Areas and each conveyance of a Lot in the Subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. The Owners Association, as hereinafter defined, shall be responsible for the repair and maintenance of all Common Areas and any monument or common hardscape and landscape amenity that is installed in a public right of way and all maintenance and repair costs and expenses shall be considered a Common Expense, as defined herein. Outlot 5, as shown on the Plat, shall remain the property of the Developer.

2. GENERAL PURPOSE

The general purpose of this Declaration is to assure the Subdivision will become and remain an attractive, high quality residential community and to that end (i) to preserve and maintain the natural beauty and ensure the best use and the most appropriate development and improvement of building sites within the Property; (ii) to protect Lot Owners against such use of surrounding Lots as may detract from the residential value of their Lot; (iii) to guard against and prevent the erection of poorly designed or proportioned structures on any part of the Property; (iv) to obtain harmonious use of materials and color schemes in improvements; (v) to insure the highest and best residential quality of the Property; (vi) to encourage and secure the improvements of the Property with attractive homes with appropriate locations thereof on the Lots; (vii) to secure and maintain proper spatial relationships of structures to other structures and Lot lines; and (viii) generally to insure the highest and best residential development of the Property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances where an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee, defined below, for the granting of a final approval as set forth herein.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the Committee or ACC) for the Subdivision is hereby established. The Committee shall consist of not less than three (3) members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to Sections 4 and 5 of this Declaration. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at Developer s sole discretion, as long as Developer owns any Lot within the Subdivision; thereafter, the Committee shall consist of members of the Board of Directors of the Owners Association, as defined and established as hereinafter set forth. Committee members shall be subject to removal, replacement and/or appointment as follows: (i) by majority vote of the Committee members in attendance at a Committee meeting called by one (1) or more Committee members for that purpose; and/or (ii) by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by one (1) or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than ten (10) days prior written notice to at least one (1) Lot Owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known Lot Owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed, or altered on any Lot in the Subdivision without the prior written approval of the Committee. For any undertaking requiring approval of the Committee, three (3) sets of plans (including building construction plans with roof, siding, brick, stone, stucco and trim colors, site plans, and grading plans where necessary) shall be submitted by a Lot Owner to the Committee via personal delivery to a Committee member or via email to Wadeb@halquiststone.com. Upon receipt and acknowledgment by the Committee of

the plans, the Committee shall hold a meeting within fifteen (15) days to consider the plans. Action by the Committee shall be by a majority vote of the Committee members. The Committee, with the written consent of at least two (2) of its members may act without a meeting. The Committee may, in its sole discretion, approve, disapprove, or approve subject to stated conditions, the plans.

In review of the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the Subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning said Lots. The Committee shall not be liable for actions taken or decisions made in good faith.

If the plans are approved, two (2) sets of the approved plans shall be signed, dated, and returned by the Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Committee shall first be made to the plans by the Lot Owner before approval is given. Once the Committee s approval has been given, the plans shall be strictly adhered to by the Lot Owner unless subsequent changes are approved by the Committee. Landscaping plans shall be created by a professional designer and submitted prior to any work being started.

In addition to the requirements of this Declaration, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event the Committee approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect, or equally qualified individual or firm.

It is specifically intended by this section that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Committee may evaluate and approve the use of a particular architectural style of home on any Lot in the Subdivision. In making that evaluation the Committee may consider the proposed residence in relation to existing homes or previously approved (conceptual or final) homes that will be in close visual proximity to the proposed residence.

Forty percent (40%) of the front of the residences on any Lot shall be a masonry natural stone product purchased from Halquist Stone Company, Inc. (Halquist Stone), and must terminate at an inside corner or have an acceptable terminating point, as determined solely by the Committee. The Committee, in its sole discretion, may require more or less than forty percent (40%) masonry natural stone products on the front of the residences on any Lot if architectural style dictates. The other sides of the home s exterior siding shall consist of vinyl siding, LP siding, cement board siding,

natural stone, cultured stone, brick or stone, Dryvit, stucco and/or stucco panels. Additional natural stone may be required on other elevations of the home, at the sole discretion of the Committee. Notwithstanding anything contained herein to the contrary, no aluminum siding will be allowed. Further, the Committee, in its sole discretion, shall have the right to permit or prohibit the use of cedar, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the Subdivision. Aluminum or vinyl soffits and fascia may be allowed. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Any exposure over eight (8) inches, below the first floor, must be covered by brick and/or stone, Dryvit, stucco or cultured brick or stone, stucco panels, or siding. The roofing of all dwellings shall consist of dimensional asphalt shingles. The Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as tile, cement, metal or cedar) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the Subdivision. Further, the Committee may, in its sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper for accent areas only. The main portion of the roof shall have a minimum pitch of 8/12 for a two-story and 10/12 for a ranch style home. A lesser pitch over other areas, such as porches, breezeways, and bays, may be permitted or denied at the sole discretion of the Committee. Lesser pitch roofs also can be approved by the ACC in its sole discretion if the architectural style of the home warrant such a pitch.

All homes shall include an address stone purchased from Halquist Stone (Address Stone(s)). Address Stones shall be seventeen (17) inches long and sixteen (16) inches tall and shall:

1. Include the Subdivision logo centered at the top of the Address Stone;
2. Be chamfered on all four (4) sides;
3. Be manufactured using Grey Bedford stone;
4. Be manufactured with black painted Century Bold font; and
5. Include the street address.

The location of the Address Stone shall be included on the plans submitted to the Committee. No builder logos shall be included on the Address Stone.

All homes shall include an attached garage with a minimum of five hundred fifty (550) square feet. The Committee, in its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than three (3) cars. No detached garages, storage sheds, outhouses, pole barns, and/or other similar structures shall be permitted on any Lot.

Other types of outbuildings, such as pool equipment shed and/or changing room facilities may be allowed, providing they are approved, as to design, location, and landscaping, by the Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot Owners are further advised that outbuilding construction is subject to applicable zoning ordinances and may be prohibited or restricted unless a variance or conditional use permit is obtained from the Village.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in the Subdivision shall have a minimum square footage of living space as follows:

1. One-story houses shall have a minimum square footage of living space of not less than two thousand (2,000) square feet.

2. One and one-half story houses shall have a minimum square footage of living space of not less than two thousand two hundred (2,200) square feet total. The first floor square footage not less than one thousand four hundred (1,400).
3. Two-story houses shall have a minimum square footage of living space of not less than two thousand four hundred (2,400) square feet total. The first floor square footage not less than one thousand four hundred (1,400).

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, and similar additions) of the exterior walls of above grade, finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction and shall not consider or include unfinished areas or future additions.

The Committee, in its sole discretion, may grant approval for any house on any Lot with square footage up to five percent (5%) less than the minimum required above, provided; however, in no event shall any house be constructed on any Lot with square footage below the minimum standard of the Village.

8. COMMENCEMENT AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot, the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the Lot by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the Property.

Any exterior construction commenced shall be completed within a one- (1) year period and shall be ready for occupancy within that period. Also, within six (6) months of occupancy or within one and one-half (1 1/2) years of the commencement of construction, whichever date shall be shorter, the Lot Owner shall landscape any area disturbed by construction and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During construction, the Lot Owner shall ensure the contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the Lot is through the approved driveway, and by no other means or way. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. Erosion control including the stabilization of each lot with permanent grass must comply with the Village Erosion Control Ordinance.

9. TREES AND LANDSCAPING

The Lot Owner is required to purchase and install street trees per the approved Village Landscape Plan attached as Exhibit B (Village Landscape Plan). All trees shall be installed at the front of each Lot five (5) feet from the Lot line following the road right-of-way. Tree locations may be

adjusted based on location of the Lot s driveway. All trees must be a minimum of four (4) inches caliper at a height of four (4) feet from the ground, with species per the Village Landscape Plan and approved by the Committee. The Lot Owner is responsible for protecting and maintaining said trees, including watering, mulching, and fertilizing as needed. The Lot Owner shall promptly replace any dead or dying tree, shall plant a new tree in accordance with the Village Landscape Plan, and shall protect and maintain the same. In the event the Lot Owner fails to properly protect and maintain said trees and the trees die, the Developer and/or Owners Association may, within fifteen (15) days after date of mailing of written notice to the Lot Owner, replace any dead or dying tree and the cost of such replacement shall be a Special Assessment against the Lot Owner. In the event the location of any such tree interferes with the Lot Owner s driveway location, the Lot Owner shall be responsible for moving such tree at the Lot Owner s expense.

The Owners Association shall also be responsible for the care, maintenance, repair, and replacement of any trees or shrubs planted on the cul-de-sacs or Outlots as further described in Section 35.

No live or dead trees, brush, or vegetation within the Conservation Easement Area, as defined below, shall be removed, trimmed, or altered in any way, except as set forth in Section 10. No existing live tree outside the Conservation Easement Area, with a diameter of eight (8) inches or more and/or a height of four (4) feet above ground shall be cut down, destroyed, mutilated, moved, or disfigured without the prior written approval of the Committee. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Committee. Existing live trees with a diameter of eight (8) inches or more and/or a height of four (4) feet above the ground shall be considered by the Committee in granting approval for the location of the house, driveway, and any and all other structures on any Lot. The provisions of this Section do not apply to any tree located more than two hundred fifty (250) feet from the nearest common Lot line with any other Lot in the Subdivision.

10. CONSERVATION EASEMENT

A conservation easement (Conservation Easement) located on Lot 20, Lots 1 through 16 and Lots 50 through 59 of the Subdivision, as more particularly described and depicted on Exhibit C (Conservation Easement Area), shall be subject to further restrictions as follows:

1. Grading, filling, removal of topsoil or other earthen materials is prohibited within the Conservation Easement Area, unless specifically authorized by the Village Board of Directors (Village Board) and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, including but not limited to trees, shrubs, grasses, etc., is prohibited within the Conservation Easement Area, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the Lot Owner and with prior written approval from the Village Board, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village Board, the Waukesha County Department of Parks and Land Use- Planning and Zoning Division, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Conservation Easement Area and only with approval from the Village Board, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.

3. Grazing by domesticated animals, i.e., goats, horses, cows, etc., is prohibited within the Conservation Easement Area.
4. The introduction of plant material not indigenous to the existing environment of the Conservation Easement Area is prohibited within the Conservation Easement Area.
5. The construction of buildings is prohibited within the Conservation Easement Area.

11. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well-integrated to the overall site surroundings as well as the specific Lot.

All Lot setbacks shall be approved in writing by the Committee. The minimum setbacks for a single-family residence (except Lot 1 and Lot 17) shall be:

1. Thirty (30) feet from any abutting street right-of-way.
2. Twelve and a half (12.5) feet from any side yard.
3. Twenty-Five (25) feet from any rear yard.

The minimum setbacks for Lot 1 and Lot 17 shall be:

1. Forty (40) feet from any abutting street right-of-way.
2. Fifteen (15) feet from any side yard.
3. Thirty (30) feet from any rear yard.

If any Lot Owner desires to rotate its proposed single-family residence to face toward the corner of a Lot, the Committee reserves the right to determine the street yard setbacks that the Developer believes to be most beneficial to the overall appearance of the Subdivision.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Committee. Further, the Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Village if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require. Other zoning restrictions may apply.

12. DRIVEWAYS

The Lot Owner shall, within six (6) months of the date of issuance of an occupancy permit of a residence on a Lot, install a hard surfaced concrete, brick, or stone paver driveway. If an occupancy permit is issued in the months of November, December, January, February, or March, the driveway shall be completed by twelve (12) months following issuance of the occupancy permit. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE AND BUILDING PADS

No Lot Owner, nor any person or persons claiming under the Lot Owner, shall or will at any time alter the grade of any Lot or Outlot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan (Master Grading Plan), and any amendments thereto, approved by the Village Engineer (Village Engineer) on file in the office of the Village Clerk (Village Clerk), unless and until the Lot Owner first obtains the written approval of the Committee and the Village for such grade alterations. The Committee and/or the Village and/or

their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot Owner is responsible for cost of the same.

In order to obtain this approval, the Lot Owner must, at the Lot Owner s expense, prepare a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

Subdivision grading has been performed with the intention that home construction on each Lot exist within a building pad area as shown on the Master Grading Plan. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck (excluding pickup trucks for personal use), or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of twenty-four (24) hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term recreational vehicle shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to, snowmobiles, trail bikes, travel trailers and campers, motor homes, and off-road vehicles of any kind.

16. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies secondary pedestals and the buildings on any Lots shall be paid by said Lot Owner.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats, and/or other customary household pets shall be permitted provided they are not raised, bred, and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) sign not more than two (2) square feet in size identifying the property of the Lot Owner, one (1) sign not more than six (6) square feet in size advertising the Lot for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the Subdivision, or one (1) or more Subdivision entrance signs erected by the Developer and/or by

the Owners Association. A larger model home sign, not to exceed twelve (12) square feet may be allowed with Committee prior written approval.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the Lot Owner shall also maintain the lawn and yard area in front of the Lot from the property line (Front Lot Line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Owners Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the Common Areas together with the area between the Front Lot Line and the road, throughout the Subdivision, and to charge the cost thereof as a Common Expense, as defined herein.

20. ANTENNAE

No exterior antennae, other than one (1) dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, the antennas shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of the Subdivision s environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any Lot line. Regarding swimming pools, only fencing surrounding the pool, pool deck and patio which is required to meet governmental regulations shall be permitted with prior approval from the Committee.

22. ELECTRIC LAMPPOST & MAILBOX

Each Lot shall have an installed uniform mailbox on a uniform post. The design and specifications of the mailbox and post, including size, style, color, and materials, and installed location shall be such as is determined by the Committee, so that all mailboxes and posts have a uniform appearance throughout the Subdivision.

The Owners Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes and posts, and to charge the cost thereof as a Common Expense. To the extent not assumed by the Owners Association, the Lot Owners shall be responsible for maintaining the mailbox and post on their Lot in first class condition at all times.

Each Lot shall have a uniform outdoor electric lamppost. The design and specifications of the lamppost, including size, style, color, and materials, shall be such as is determined by the Committee, so that all lampposts have a uniform appearance throughout the Subdivision.

Purchasers of Lots from the Developer shall purchase the lamppost from the Developer at the time of closing at a cost of One Thousand Six Hundred and No/100 Dollars ($1,600.00). The Owners Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing lampposts, and to charge the cost thereof as a Common Expense. To the extent not assumed by the Owners Association, the Lot Owner shall be responsible for maintaining the lamppost in first class condition at all times. If the Lot Owner

fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after date of mailing of written notice to the Lot Owner, be performed by the Developer and/or the Owners Association, and the cost of such maintenance shall be a Special Assessment against the Lot Owner.

Lampposts shall be installed at front of each Lot five (5) feet from the Lot line following the road right-of-way and five (5) feet from the side of the driveway of Lot. Lampposts shall be added to landscape plans and submitted to the Committee for approval of lamppost location.

23. SIDEWALKS

Certain Lots within the Subdivision have or will have sidewalks. Lot Owners with a sidewalk on their Lot shall be responsible for the care and maintenance of that portion of the sidewalk on their Lot within street rights-of- way adjacent to their Lot. This will include maintenance, such as snow and ice removal, and sweeping, as necessary. The Lot Owner, during periods of construction, will be responsible for the protection and replacement of the sidewalk as necessary. If necessary, Lot Owners will be required to repair and replace sidewalks as directed by the Village. The provisions in this Section 23, are in addition to, and not to be construed as a deletion, modification, or replacement of the language in Section 8, and/or other Sections of this Declaration.

24. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots within the Subdivision.

All Lot Owners shall have the benefit of the monument signs located at the Subdivision entrance, as further defined in that certain Sign Easement Agreement dated March 15, 2024, by and between the Bella Vista Condominium Association, Inc. and the Association (Sign Easement Agreement). The Owners Association will maintain, repair, and replace the hardscaping, landscaping, and monument as appropriate and the cost thereof shall be a Common Expense.

All easements and rights described herein, including without limitation, the easements across the Common Areas and the Sign Easement Agreement, are easements appurtenant to, shall run with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in any Lot within the Subdivision.

25. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the prior written approval of the Committee, if they meet Village and Waukesha County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted only if they are permanent. If placed on a concrete slab, the concrete slab requires Committee approval as well. Portable pools, hot tubs, and spas are not permitted.

26. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all rules, codes, regulations and ordinances of the Village, Waukesha County, the State of Wisconsin, and the Federal Government, and the same may be more restrictive than the restrictions as set forth herein. In the event there is a conflict between the requirements of this Declaration and any provision of any Village, Waukesha County, State of

Wisconsin or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Committee to modify in any way, the rules, codes, regulations and ordinances of the Village, Waukesha County, the State of Wisconsin and/or the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the Plat, the Developer s Agreement, as defined herein, and/or any approval obtained in conjunction with the development of the Subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owners Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body and shall not apply to any general requirement that the Developer establish Subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

27. SUBDIVIDER S AGREEMENT

A Developer s Agreement (Developer Agreement) has been entered into by and between the Developer and the Village, a copy of which is on file in the office of the Village Clerk.

28. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified, or amended solely by the Developer or assigns as long as the Developer or assigns owns any Lot in the Subdivision. Thereafter, any modification to this Declaration setting forth said change, must be executed by the owners of at least sixty percent (60%) of the Lots in the Subdivision. Notwithstanding the foregoing, annulments, waivers, changes, modifications, or amendments, are an amendment to the Subdivision PRD zoning and must be approved by the Village Board or, if so, delegated by the Village Board, the appropriate Village personnel, or committee. Further, no amendment shall become effective unless and until same is duly recorded in the Office of the Register of Deeds for Waukesha County. In the event there is more than one (1) owner of any Lot in the Subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, prior to the date of execution of such amendment by any other Lot Owner, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this Section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration, which is expressly permitted by any provision of this Declaration to be made by Developer alone.

In no event shall Section 10 be amended without the express written approval of the Village Board and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.

29. ASSIGNMENT

All Developer s rights pursuant to this Declaration may be assigned by Developer to one (1) or more successor developers.

30. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owners Association, and/or by any Lot Owner in the Subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owners Association, and/or by any Lot Owner in the Subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owners Association undertake any enforcement action.

31. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33(6), Wis. Stats., but including any future amendments, modifications or re-numbering of that section).

32. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. OWNERS ASSOCIATION

An association of Lot Owners (Owners Association) shall be created by the Developer for the purpose of managing the affairs of the Subdivision, and for the purpose of managing, controlling, and maintaining Common Areas, common improvements, and common easements. Said Owners Association shall be established as follows:

The Owners Association shall be known as the Bella Vista Estates Homeowners Association, Inc. and shall be incorporated as a nonstock corporation under Chapter 181 of the Wisconsin Statutes. Each Lot Owner shall be a member of the Owners Association, and each Lot shall be entitled to one (1) vote at meetings of the Owners Association. Membership shall pass with title to each Lot. The affairs of the Owners Association shall be governed by the By-Laws to be enacted by the Developer as incorporator of the Owners Association.

The Owners Association shall be governed by a Board of Directors, consisting of not less than three (3) directors (each a Director), who shall act by majority vote of the Directors on all matters related to Common Area maintenance, collections, annual dues, billing, etc. The Board of Directors may take a full Subdivision vote on any item the Board of Directors feels is necessary in their sole discretion. So long as any Lot in the Subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the Directors such that the Directors appointed

by Developer constitute a majority. After the Developer no longer owns any Lot in the Subdivision, the Board of Directors shall be elected pursuant to the By-Laws of the Owners Association.

Each Lot in the Subdivision shall be subject to assessment by the Owners Association for an equal share of the Owners Association s existing or anticipated expenses as set forth in Article 6 of the By-Laws, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Waukesha County and/or the Village, the personal obligation of the Lot Owners, until paid. In the event Waukesha County and/or the Village become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of Waukesha County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the Village become the owners of any Lot through the tax delinquency process, neither Waukesha County nor the Village shall have any personal obligation for the payment of Association assessments.

Special Assessments may be made and levied by the Owners Association against a particular Lot Owner and/or their Lot (without levying against other Lots) for:

1. Costs and expenses (anticipated or incurred) for repair of damage to Common Areas and/or Outlot 5 caused by or at the direction of the Lot Owner or the family or guests of the Lot Owner;
2. Costs and expenses incurred by the Owners Association for maintenance of a Lot due to the failure of a Lot Owner to maintain their Lot;
3. Costs, expenses, and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot Owner; interest due on general or Special Assessments; and
4. All other costs and expenses anticipated or incurred by the Owners Association which are subject to Special Assessments as provided under this Declaration; and costs, expenses and actual attorneys fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owners Association.

General Assessments may be made and levied by the Association equally against each Lot Owner and/or their Lot for the following Common Expenses which may be anticipated, incurred, or paid by the Owners Association for:

1. Maintenance, repairs, upkeep, or operation of Common Areas, Outlots, and any additional Common Areas that may be acquired by the Owners Association;
2. Any insurance maintained by the Owners Association;
3. Taxes, assessments, and charges of any kind made or levied by any governmental authority against the Owners Association or upon any property of the Owners Association;
4. All costs and expenses for the operation and administration of the Owners Association, including legal, accounting, management fees, bonding, insurance, and other costs incident to the exercise of any of its powers or obligations;
5. Costs and expenses for additional improvements to Common Areas beyond those installed by Developer and approved by the Owners Association;
6. All items subject to Special Assessment which have not been collected from a Lot Owner at the time such payments are due; provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement, or credit on future General Assessments, as the Committee may determine, for payments made under this Section;

7. All damages, costs, expenses, and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by Special Assessment;
8. Costs and expenses of service, if any, made available to all Lots and/or for any Common Area; and
9. All other costs and expenses declared to be Common Expenses under this Declaration.

The General Assessments for all Common Expenses shall be levied equally against each Lot, except any Lots owned by the Developer shall not be liable for General Assessments.

In addition, to the extent the Subdivision is subject to licenses, easements, shared-used agreements, deed restrictions, restrictive covenants or recorded documents for access, utilities and other common services (including but not limited to rights and obligations as set forth in the Sign Easement Agreement), any obligation contained therein shall be performed by the Association and any costs and expenses shall be considered Common Expenses.

Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Owners Association against such Lot Owner and/or their Lot, together with all costs, expenses and reasonable attorneys fees incurred by the Owners Association in collection of any delinquent assessment(s). All assessments shall become due as the Owners Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate, or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

All General and Special Assessments which are not paid when due shall (i) bear a Twenty-Five and No/100 Dollars ($25.00) per month penalty plus interest at eighteen percent (18%) per annum, or the maximum amount allowed by law if lower, until the assessment is paid in full; (ii) constitute a lien on the Lot; and (iii) be collectible and enforceable by the Owners Association by suit against the Lot Owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses, and attorneys fees for collection.

The Owners Association shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Owners Association. The Owners Association shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Owners Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclosure the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Owners Association shall have the right at any time to notify all Lot Owners within the subdivision of the delinquency of any Lot Owners.

The General Assessment shall be set at Five Hundred and No/100 Dollars ($500.00) per year, payable on or before June 1st of each calendar year. The amount of each General Assessment and payment due dates may be modified by a majority vote of the Board of Directors. The General Assessment shall be immediately due from a new Lot Owner upon conveyance of the Lot.

Purchasers of Lots from the Developer shall pay for the first twelve (12) months General Assessment, plus a proration to the number of months following twelve (12) months to June 1st. For example, purchases closing on November 1st shall be responsible to pay the Owners Association for the first twelve (12) months plus an additional seven (7) months (November 1st to June 1st). All General Assessment shall be payable to the Owners Association and shall be held in a separate account in the name of the Owners Association.

The Articles of Incorporation and By-Laws of the Owners Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Owners Association.

In the event any further division of any Lot (whether by subdivision plat, certified survey map, and/or other legal land division) creates additional residential Lots within the Subdivision, or additional phases of the Subdivision are created, each Lot so created shall have equal membership and voting rights in the Owners Association, and be subject to assessment for an equal share of the Owners Association s existing and anticipated expenses, with all other Lots in the Subdivision.

34. OUTLOTS.

Outlots 1, 3, 4, 6 and 7, as depicted on the Plat, are Common Areas and Outlot 5, as depicted on the Plat, shall remain the property of Developer or a subsequent owner. Each outlot is referred to herein individually as an Outlot and collectively as the Outlots. As set forth on the Plat, the Developer has granted easements to the public for the use of the path and/or trails within the Outlots and Developer expressly retains the right to grant additional easements for the use of said Outlots as long as Developer owns any Lot in the Subdivision. The Developer may also add additional land and outlots to the Subdivision at a later date, at Developer s sole discretion, as long as Developer owns any Lot in the Subdivision.

Notwithstanding anything contained herein to the contrary, Outlot 5 shall remain the property of Developer or subsequent owner. As the owner of Outlot 5, Developer retains the right to maintain and/or convey Outlot 5 as Developer sees fit, without the prior written consent of the Association, including but not limited to, the ability to lease, sell, transfer, and/or subdivide Outlot 5. The Association shall maintain Outlot 5, and the cost of such maintenance shall be a Common Expense. For the avoidance of doubt, the Developer shall not be assessed any General Assessment or Special Assessments for Developer s ownership of Outlot 5 and no amendment, modification, or supplement to the Declaration shall be effective against Outlot 5 unless expressly consented to by Developer.

35. MAINTENANCE OF DRAINAGE EASEMENTS, PONDS, COMMON AREAS, SUBDIVISION SIGNAGE AND MONUMENTS AND STREET LIGHTS

The Owners Association shall properly landscape and maintain all Common Areas, Outlot 5, street islands, and all non-standard street signs and streetlights. Said maintenance includes any repairs or replacement, as appropriate, resulting from damage caused by any reason, including snowplowing operations. Further, the Owners Association, without regard to reason, shall indemnify and hold the Village harmless for any claim of liability or damage, regarding the signs, monuments, fencing, or associated landscaping located within Village rights-of-way. Subject to the provisions of Section 36, the Owners Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration and the ponds and all drainage easement areas within Common Areas. Maintenance of the ponds shall include, but not necessarily be limited to, preservation of the

embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; and dredging if and when necessary. In the event the Owners Association does not properly landscape, repair and/or maintain Common Areas, street islands, ponds and Subdivision entrance signage within the Subdivision and/or drainage easement areas on individual Lots and/or within Common Areas, and/or entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any Village right-of-way, and/or nonstandard street signs and streetlights, the Village may send written notice to the Owners Association setting forth which of said items the Village has determined are not properly landscaped, repaired and/or maintained, and stating that the Village may perform such landscaping repair and/or maintenance if not properly done by the Owners Association. The above-referenced notice shall give the Owners Association a minimum of fifteen (15) days to correct the problem, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If at any time, the Village Board should determine, for any reason whatsoever, that the entrance signs, entrance monuments, fencing and/or associated landscaping within a right-of-way should be removed, the Village may send written notice to the Owners Association setting forth which of said items the Village has determined must be removed, and stating that the Village may perform such removal if not properly done by the Owners Association. The above referenced removal notice shall give the Association a minimum of sixty (60) days to perform such removal. If such landscaping, repair, maintenance and/or removal is not performed within the time granted by either of the above-referenced notices, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of danger to persons or property, the Village shall then have the authority, but not the obligation, to undertake such landscaping, repair, maintenance and/or removal and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping, repair, maintenance and/or removal. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Lot owner within the period fixed by the Village, such charges shall become a lien upon the tax rolls as a delinquent tax against the Lot Owner s Lot as provided in Section 66.0627, Wis. Stats.

36. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions, This Section shall not limit the Village s authority of enforcement against the Owners Association, as described in Section 35.

37. FUTURE STAGES OF DEVELOPMENT

Developer hereby reserves the right to hereafter subject other real estate to this Declaration, provided such real estate is or becomes adjacent to the Property (or any subsequent land made subject to this Declaration or any amendment hereto), and shall hereafter be collectively referred to as the Expansion Areas. The Expansion Areas authorized under this Declaration shall be added by the Developer recording an Amendment to this Declaration with respect to such Expansion Areas which shall extend the provisions of this Declaration to such Expansion Areas and shall indicate any provisions which differ from the provisions of this Declaration or any prior Amendment to this Declaration.

[Signatures on the following page.]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of March, 2024.

Johanssen Farms, LLC, Developer

By: _____
Thomas Halquist, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 14 day of March, 2024, the above-named Thomas Halquist, to me known to be the person who executed the foregoing instrument and acknowledged the same

_____
Name: Kandice N. Kaercher
Notary Public, Waukesha County, WI
My commission expire: 05/25/2024

KANDICE N KAERCHER NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: WADE BALSON
Johanssen Farms, LLC
N51 W23563 Lisbon Road
Sussex, WI 53089

EXHIBIT A-1

LEGAL DESCRIPTION OF PHASE 2 AND PHASE 3 BELLA VISTA ESTATES SUBDIVISION

Being a part of Lots 1 and 2 of Certified Survey Map Number 12289, and a part of Northwest 1/4 of the Southeast 1/4, Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 19, Town 8 North, Range 20 East, Village of Menomonee Falls, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4 Section, Thence North 88°27'29" East along the North line of said Southwest 1/4, 1467.90 feet to the place of beginning of the lands hereinafter described.

Thence North 56°01'44" East 88.75 feet to a point; Thence North 36°39'51" East 42.82 feet to a point on the North line of said Lot 2; Thence North 00°19'22" East along said North line, 91.67 feet to a point; Thence North 06°06'22" East along said North line, 66.66 feet to a point; Thence North 09°28'37" West along said North line, 44.46 feet to a point; Thence North 54°11'31" East 675.00 feet to a point; Thence North 35°48'29" West 10.00 feet to a point on the Southerly Right-of-Way of "Main Street (County Highway "F")"; Thence North 54°11'31" East along said Southerly line, 708.68 feet to a point on the East line of the Northwest 1/4 of said Section 19; Thence South 00°29'08" West along said East line, 1070.96 feet to a point marking the Center of Section 19; Thence North 88°23'48" East along the North line of Southeast 1/4 of said Section 19, 1329.87 feet to a point on the East line of the West 1/2 of the said Southeast 1/4 Section; Thence South 00°29'20" West along said East line, 1326.75 feet to a point on the South line of the North 1/2 of said Southeast 1/4 Section; Thence South 88°33'48" West along said South line, 1327.21 feet to a point on the West line of said Southeast 1/4 Section; Thence South 88°29'16" West along the South line of the North 1/2 of the Southwest 1/4 Section, 2163.51 feet to a point on the West line of said Lot 2; Thence North 00°27'28" East along said West line, 3.22 feet to a point; Thence North 88°03'28" East along said East line, 203.06 feet to a point; Thence North 11°14'28" East along said West line, 350.00 feet to a point; Thence North 24°45'22" East 254.19 feet to a point; Thence North 22°23'12" West 70.39 feet to a point; Thence North 76°48'23" East 103.39 feet to a point; Thence North 19°32'10" East 155.78 feet to a point; Thence North 86°04'54" East 59.24 feet to a point; Thence South 45°57'04" East 108.71 feet to a point; Thence South 59°46'23" East 81.61 feet to a point; Thence South 72°17'33" East 120.15 feet to a point; Thence North 45°05'51" East 22.53 feet to a point; Thence North 72°17'33" West 128.32 feet to a point; Thence North 59°46'23" West 76.99 feet to a point; Thence North 45°57'04" West 102.45 feet to a point; Thence North 17°26'07" West 62.40 feet to a point; Thence North 06°12'47" East 112.62 feet to a point; Thence North 28°56'16" East 88.66 feet to a point; Thence North 37°16'32" East 40.42 feet to a point; Thence North 17°20'34" West 26.28 feet to a point; Thence North 56°54'51" East 60.83 feet to a point; Thence North 66°28'41" East 79.01 feet to a point; Thence North 56°01'44" East 14.61 feet to a point; Thence South 86°44'47" East 44.88 feet to a point; Thence Southeasterly 47.91 feet along the arc of a curve whose center lies to the South, whose radius is 120.00 feet, whose central angle is 22°52'24" and whose chord bears South 75°18'35" East 47.59 feet to a point; Thence North 26°07'37" East 60.00 feet to a point; Thence Northwesterly 41.07 feet along the arc of a curve whose center lies to the South, whose radius is 180.00 feet, whose central angle is 13°04'18" and whose chord bears North 70°24'32" West 40.98 feet to a point on the North line of said Lot 2; Thence North 56°01'44" East along said North line, 142.62 feet to the point of beginning of this description.

Said lands contain 4,765,730 Square Feet (or 109.4061 Acres) of land, more or less.

EXHIBIT A-2

PLAT OF PHASE 2 BELLA VISTA ESTATES

BELLA VISTA ESTATES

A REDIVISION OF A PART LOT 2 OF CERTIFIED SURVEY MAP NO. 12289, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 19, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

"OVERALL DETAIL SHEET"

These improvements are within plat subdivision as per s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified March 6, 2024

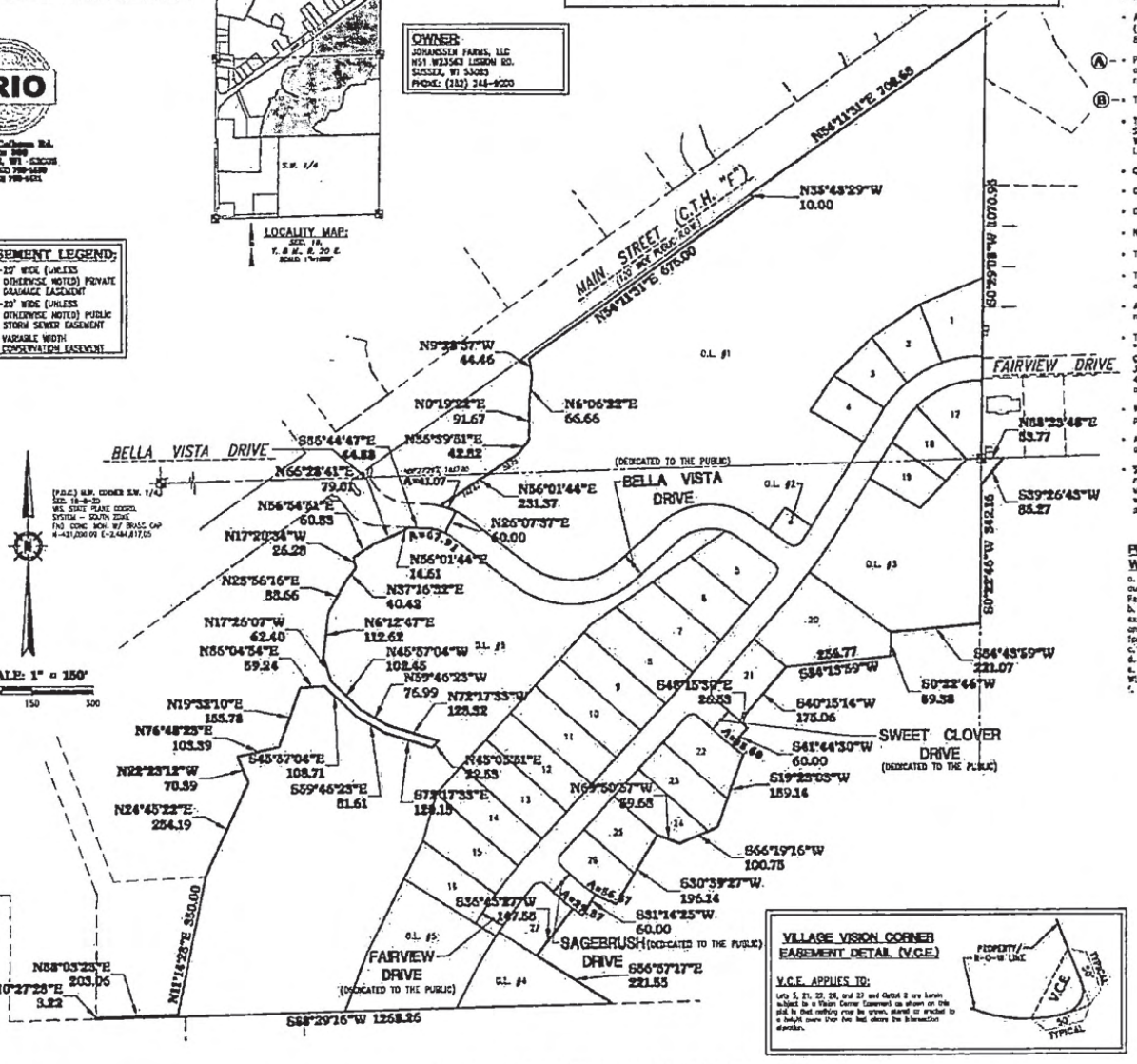
Kenneth Pooley
Department of Administration

TRIO
6180 N. Calhoun Rd.
Suite 200
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

OWNER:
JOHANSSEN FARMS, LLC
N51 W23563 LISBON RD.
SUSSEX, WI 53089
PHONE: (262) 246-9220

LOCALITY MAP:
SEC. 19,
T. 8 N., R. 20 E.

EASEMENT LEGEND:
- (A) – 20' WIDE (UNLESS OTHERWISE NOTED) PRIVATE DRAINAGE EASEMENT
- (B) – 20' WIDE (UNLESS OTHERWISE NOTED) PUBLIC STORM SEWER EASEMENT
- (C) – VARIABLE WIDTH CONSERVATION EASEMENT



SCALE: 1" = 150'
0 150 300

(P.O.C.) N.W. CORNER S.W. 1/4 SEC. 19-8-20 WIS. STATE PLANE COORD. SYSTEM – SOUTH ZONE FND CONC MON. W/ BRASS CAP N 431,200.00 E 2,444,617.05

VILLAGE VISION CORNER EASEMENT DETAIL (V.C.E.)

V.C.E. APPLIES TO:
Lots 5, 21, 22, 26, and 27 and Outlot 2 are herein subject to a Vision Corner Easement as shown on this plat in that nothing may be given, placed or erected to a height more than two feet above the intersection elevation.

GENERAL NOTES:

- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot. (Unless otherwise noted)
- Indicates Found Monument See PCA.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the North line of the S.W. 1/4 of Section 19, Town 8 North, Range 20 East, bears North 88°27'29" East.
- (A) Private Drainage Easements are established to provide for the unobstructed flow of storm water runoff from adjacent and upstream properties. Owners of lots on which these private drainage easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or block this flow.
- (B) The Easements for Storm Sewer and Drainage are herein granted to the Village of Menomonee Falls.
- The Owners of the residential Lots within the "Bella Vista Estates" Subdivision, and any future additions to this Subdivision shall each own an equal undivided fractional interest in Outlots 1, 3, 4, and 6 of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Outlot 6 is for open space.
- Outlot 5 is retained by the developer for future development.
- Outlot 2 is dedicated to the Village Menomonee Falls for a watermain Booster Station.
- No direct vehicular access to "Main Street (County Highway "F")".
- The Secondary Environmental Corridor (SEC) as shown is an approximate location per SEWRPC records.
- The 100 year floodline shown herein is based FEMA Firm Map Number 55133C0096H, dated 10/19/2023 with a base flood elevation of 837.8.
- Any land below the Ordinary High Water Mark of a lake or a navigable stream is subject to the Public Trust in navigable waters that is established under Article IX, Section 1, of the State Constitution.
- The Owners of the residential Lots within the "Bella Vista Estates" Subdivision, and any future additions to the "Bella Vista Estates" Subdivision shall each own an equal undivided fractional interest in Outlots 1, 2, and 3 of Certified Survey Map Number 12332, recorded in the office of the Register of Deeds for Waukesha County on January 24, 2024, in Book 130 of Certified Survey Maps, as Pages 198 through 203 inclusive as Document No. 4752977, Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Wetland boundaries shown hereon were field delineated by Stantec Consulting, Inc. on October 5, 2021 and provided to Trio Engineering LLC, in digital format.
- All electric, telephone, and communication distribution lines and laterals, including CATV cables, constructed after the recording of this Subdivision shall be placed underground.
- Stormwater Management Facilities are located on Outlots 1, 3, 4, and 5 of this Subdivision. The owners of the residential lots within this Subdivision and future additions to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within Outlots 1, 3, 4, and 6. Said repairs, maintenance and restoration shall be performed by the owners of all lots within this Subdivision and future development of Outlot 5.

PRESERVATION RESTRICTIONS WITHIN THE CONSERVATION EASEMENT, WETLAND, AND SECONDARY ENVIRONMENTAL CORRIDOR

a. Grading, filling, the removal of topsoil or other earthen materials is prohibited, unless specifically authorized by the Village of Menomonee Falls, and if applicable, the Wisconsin Department of Natural Resources and Army Corps of Engineers.
b. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses is prohibited, with the exception that dead, diseased, dying or invasive vegetation may be removed at the discretion of the landowner and with approval of the Village of Menomonee Falls. Silvicultural thinning, upon the recommendation of a forester or arborist and with approval from the Village of Menomonee Falls, shall also be permitted.
c. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.
d. The introduction of plant material not indigenous to the existing environment is prohibited.
e. Ponds may be permitted subject to the approval of the Village of Menomonee Falls and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
f. The construction of buildings is prohibited.

REVISED THIS 25TH DAY OF FEBRUARY, 2024
REVISED THIS 8TH DAY OF FEBRUARY, 2024
REVISED THIS 5TH DAY OF FEBRUARY, 2024
DATED THIS 27TH DAY OF OCTOBER, 2023

BELLA VISTA ESTATES

A REDIVISION OF A PART LOT 2 OF CERTIFIED SURVEY MAP NO. 12289, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL IN SECTION 19, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

UTILITY EASEMENT PROVISIONS:

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

JOHNSON PARK, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

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

Spectrum Mid-America LLC, Grantee

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

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

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

Certified March 6, 2024

Department of Administration

TRIO

4100 N. Calhoun Rd.
Suite 200
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

SCALE: 1" = 60'

0 60 120

POND

UNNAMED WATERWAY

BELLA VISTA DRIVE

FARVIEW DRIVE

SWEET CLOVER DRIVE

SAGEBRUSH DRIVE
(DEDICATED TO THE PUBLIC)

O.L. #6
580459 SF

O.L. #5
73261 SF
POSSIBLE 3 FUTURE LOTS DEPENDENT ON FUTURE PLANNING/DEVELOPMENT OF LANDS TO SOUTH

O.L. #4
36408 SF

6	22635 SF
7	24708 SF
8	25940 SF
9	24030 SF
10	24030 SF
11	24030 SF
12	24030 SF
13	24030 SF
14	24038 SF
15	24167 SF
16	20390 SF
17	17210 SF
22	19929 SF
23	20535 SF
24	18293 SF
25	16655 SF
26	17602 SF

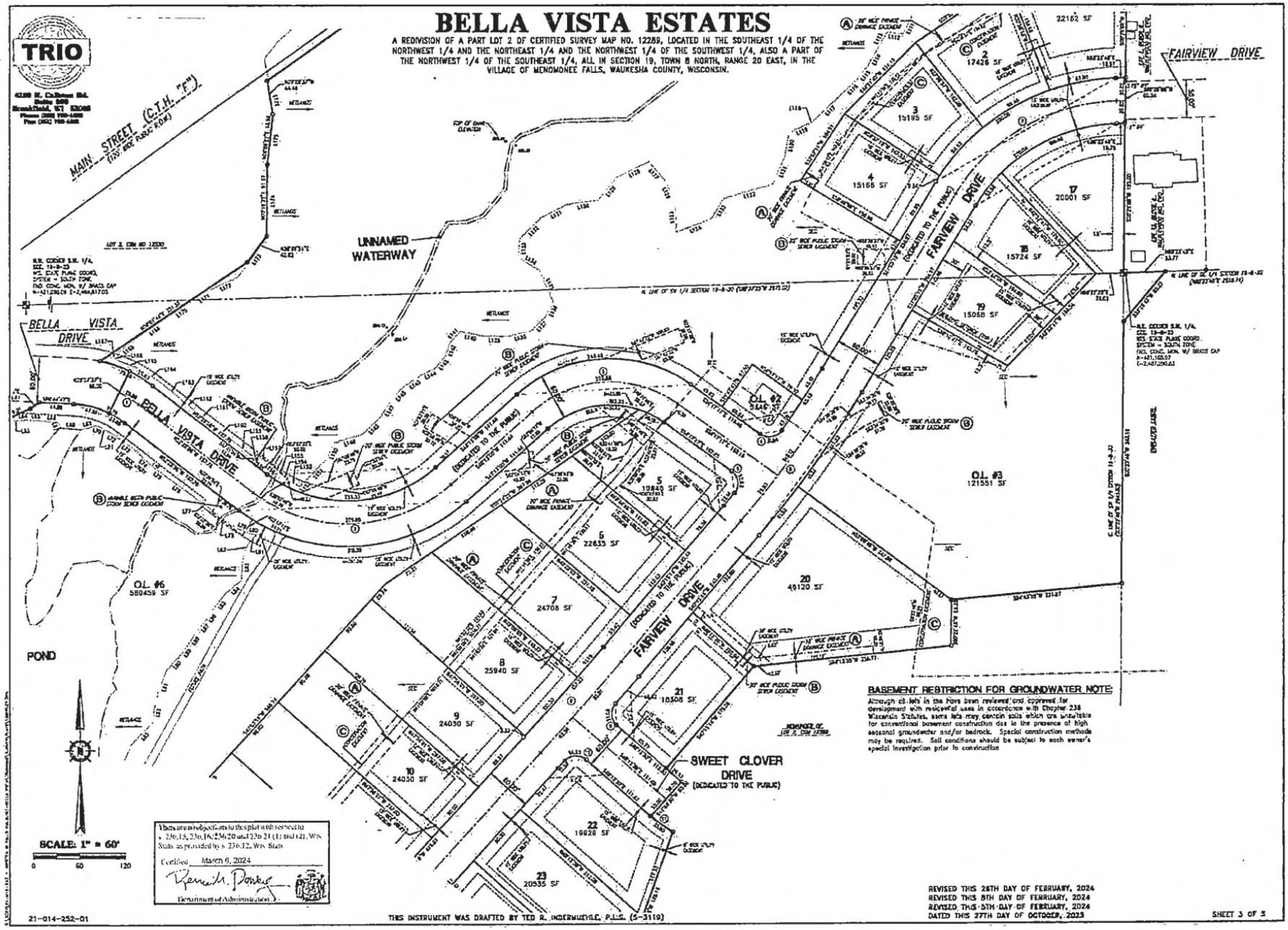
REVISED THIS 26TH DAY OF FEBRUARY, 2024
REVISED THIS 8TH DAY OF FEBRUARY, 2024
REVISED THIS 5TH DAY OF FEBRUARY, 2024
DATED THIS 27TH DAY OF OCTOBER, 2023

21-014-252-01

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3110)

BELLA VISTA ESTATES

A REDIVISION OF A PART LOT 2 OF CERTIFIED SURVEY MAP NO. 12289, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 19, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.



BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all lots in the Pond have been reviewed and approved for development with residential uses in accordance with Chapter 238 Wisconsin Statutes, some lots may contain soils which are unsuitable for conventional basement construction due to the presence of high seasonal groundwater and/or bedrock. Special construction methods may be required. Soil conditions should be subject to each owner's special investigation prior to construction

This area is subject to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified March 6, 2024

Department of Administration

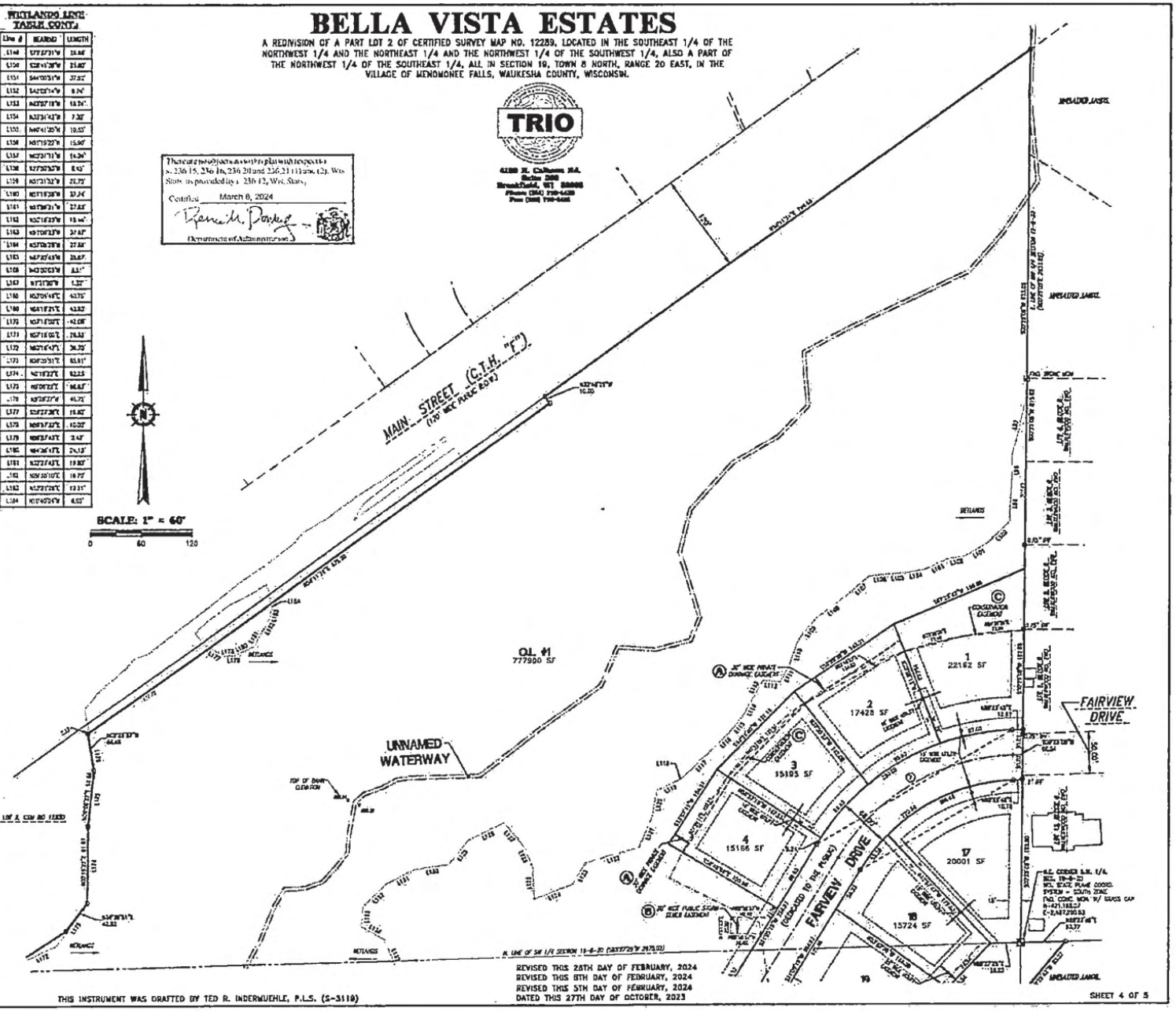
REVISED THIS 26TH DAY OF FEBRUARY, 2024
REVISED THIS 8TH DAY OF FEBRUARY, 2024
REVISED THIS 5TH DAY OF FEBRUARY, 2024
DATED THIS 27TH DAY OF OCTOBER, 2023

21-014-252-01

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

BELLA VISTA ESTATES

A REDIVISION OF A PART LOT 2 OF CERTIFIED SURVEY MAP NO. 12289, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 19, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.



TRIO

6128 N. Calhoun Rd.
Suite 200
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

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

Certified March 6, 2024

Kenneth M. Pompe

Department of Administration

SCALE: 1" = 60'

WETLANDS LINE TABLE:

Line #	BEARING	LENGTH
L1	N47°43'58"W	31.47'
L2	N36°41'24"E	17.12'
L3	N30°33'43"E	51.83'
L4	N14°20'31"E	43.32'
L5	N29°06'45"E	53.84'
L6	N8°16'05"W	41.94'
L7	N39°36'32"E	24.59'
L8	N9°55'31"W	25.45'
L9	N10°31'17"W	34.86'
L10	N0°22'41"E	26.75'
L11	N29°04'28"E	39.82'
L12	N8°39'47"E	55.83'
L13	N14°53'20"E	36.35'
L14	N40°34'38"E	34.83'
L15	N4°23'11"W	23.14'
L16	N28°39'44"E	32.28'
L17	N76°30'10"E	55.83'
L18	N27°27'05"E	30.81'
L19	N64°44'13"E	40.49'
L20	N49°24'48"E	28.36'
L21	N24°17'30"W	35.85'
L22	N12°04'14"W	23.87'
L23	N13°36'38"W	29.85'
L24	N52°19'35"E	23.87'
L25	S86°12'06"E	34.89'
L26	S88°29'32"E	36.83'
L27	S84°55'39"E	4.80'
L28	S13°18'36"E	20.32'
L29	S44°16'52"W	50.26'
L30	S41°22'57"W	38.84'
L31	S31°39'11"W	33.79'
L32	S27°05'52"W	47.14'
L33	S24°31'32"W	36.25'
L34	S17°45'57"W	53.40'
L35	S30°11'38"W	48.33'
L36	S85°27'54"W	74.56'
L37	S35°40'31"W	37.61'
L38	S6°18'21"W	48.22'
L39	S15°56'14"E	35.32'
L40	S25°12'52"E	36.95'
L41	S70°18'36"W	23.86'
L42	S14°54'27"W	33.12'
L43	S10°08'18"E	36.14'
L44	S17°19'25"W	34.32'
L45	S11°28'53"W	32.89'
L46	S1°53'10"E	17.80'
L47	N41°47'36"W	29.38'
L48	N1°11'28"W	8.24'
L49	N15°39'30"W	31.78'
L50	N7°43'13"E	37.82'
L51	N1°53'09"E	37.16'
L52	N4°37'40"E	41.12'
L53	N4°53'28"E	21.46'
L54	N32°04'16"E	44.85'
L55	N33°58'48"E	23.54'
L56	N57°16'32"E	41.30'
L57	N19°20'34"W	25.70'
L58	N10°43'26"E	10.24'
L59	N7°11'43"E	13.47'
L60	N38°02'36"E	43.81'
L61	N68°28'41"E	44.49'
L62	S31°24'41"E	3.26'
L63	N80°31'11"E	12.18'
L64	N68°25'36"E	9.35'
L65	S39°43'35"E	23.13'
L66	S84°17'16"E	18.57'
L67	S18°02'35"E	8.08'
L68	S80°41'18"E	27.16'
L69	N0°28'46"E	18.30'
L70	S68°37'24"E	9.88'
L71	S42°30'17"E	8.46'
L72	S21°17'27"E	18.12'
L73	S52°11'57"E	23.23'
L74	S47°42'47"E	32.71'

WETLANDS LINE TABLE CONT.:

Line #	BEARING	LENGTH
L75	S54°31'34"E	14.42'
L76	S53°20'15"E	47.84'
L77	S32°47'09"E	35.38'
L78	S32°27'09"E	25.22'
L79	S80°57'25"E	29.25'
L80	S80°51'34"E	8.80'
L81	S46°20'22"E	31.94'
L82	S28°18'38"E	18.56'
L83	S4°18'22"E	28.48'
L84	S47°26'41"E	23.84'
L85	S36°06'20"E	23.77'
L86	S34°15'28"E	14.45'
L87	S34°15'28"E	13.84'
L88	S36°53'34"E	23.04'
L89	S34°30'30"E	6.82'
L90	S42°36'24"E	21.78'
L91	S16°36'34"E	41.10'
L92	S6°36'34"E	28.84'
L93	S42°39'33"E	36.87'
L94	S22°50'47"E	64.33'
L95	S33°36'15"E	25.09'
L96	S84°06'36"E	22.37'
L97	S17°31'18"E	23.06'
L98	S1°35'48"E	36.37'
L99	S2°09'07"E	44.13'
L100	S40°53'28"E	36.15'
L101	S60°53'47"E	30.53'
L102	S75°46'33"E	22.01'
L103	S65°07'16"E	23.53'
L104	S70°16'43"E	24.13'
L105	S84°38'32"E	17.85'
L106	S86°49'11"E	24.88'
L107	S46°53'34"E	36.83'
L108	S33°35'35"E	44.61'
L109	S36°32'32"E	21.67'
L110	S10°53'12"E	35.44'
L111	S28°56'10"E	21.00'
L112	S83°37'00"E	20.34'
L113	S22°38'01"E	23.22'
L114	S25°56'20"E	23.84'
L115	S36°51'45"E	23.74'
L116	S43°20'08"E	23.74'
L117	S46°12'01"E	34.88'
L118	N87°07'25"W	0.81'
L119	S84°06'10"W	20.71'
L120	S10°47'34"W	22.22'
L121	S27°33'36"E	20.38'
L122	S24°19'18"E	65.47'
L123	S31°24'43"E	21.08'
L124	S66°47'24"E	48.68'
L125	N72°55'25"E	26.40'
L126	N25°05'16"E	23.82'
L127	N42°46'36"E	32.78'
L128	S84°57'19"E	48.48'
L129	S38°50'20"E	57.33'
L130	S30°43'31"E	41.44'
L131	S40°55'19"E	36.18'
L132	S41°39'43"E	28.23'
L133	S47°39'43"E	24.91'
L134	S36°53'13"E	21.21'
L135	S32°52'30"E	43.55'
L136	S25°32'18"E	22.31'
L137	S40°55'19"E	25.15'
L138	S75°36'05"E	32.95'
L139	N88°20'50"W	23.23'
L140	N77°53'13"E	23.16'
L141	S42°36'50"E	18.34'
L142	S16°54'13"E	25.32'
L143	S28°20'34"E	20.30'
L144	S34°53'07"E	18.25'
L145	S58°31'41"E	24.86'
L146	S46°42'47"E	21.02'
L147	S30°32'52"E	29.84'
L148	S46°28'31"E	31.81'

WETLANDS LINE TABLE CONT.:

Line #	BEARING	LENGTH
L149	S77°27'31"E	25.66'
L150	S28°41'28"E	25.82'
L151	S44°05'51"E	37.52'
L152	S42°05'14"E	8.74'
L153	N42°57'18"E	19.24'
L154	N33°31'43"E	7.32'
L155	N40°41'20"W	19.53'
L156	N61°19'22"E	15.90'
L157	N62°31'11"E	14.26'
L158	S27°20'32"E	8.93'
L159	N31°31'32"E	21.75'
L160	N21°11'28"E	37.14'
L161	N21°16'31"E	27.82'
L162	N32°16'33"E	19.44'
L163	N3°08'23"E	37.87'
L164	N5°08'28"W	27.86'
L165	N42°35'45"W	29.87'
L166	N42°30'53"W	8.81'
L167	N7°31'30"E	1.22'
L168	N52°06'48"E	42.75'
L169	N54°18'21"E	43.82'
L170	N53°11'53"E	42.08'
L171	N52°16'05"E	28.53'
L172	N62°16'47"E	36.76'
L173	N36°35'51"E	65.91'
L174	N21°18'32"E	62.23'
L175	N5°08'32"E	66.82'
L176	N3°28'32"W	46.72'
L177	S32°27'36"E	19.82'
L178	N89°57'43"E	10.02'
L179	N89°57'43"E	2.43'
L180	N84°36'41"E	24.13'
L181	N32°27'43"E	19.82'
L182	N89°59'10"E	10.71'
L183	N32°27'36"E	13.31'
L184	N10°40'24"W	6.83'

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

REVISED THIS 28TH DAY OF FEBRUARY, 2024
REVISED THIS 8TH DAY OF FEBRUARY, 2024
REVISED THIS 5TH DAY OF FEBRUARY, 2024
DATED THIS 27TH DAY OF OCTOBER, 2023

21-014-252-01

BELLA VISTA ESTATES

A REDIVISION OF A PART LOT 2 OF CERTIFIED SURVEY MAP NO. 12289, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 19, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

CURVE TABLE:

NO.	LENGTH	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	CENTERLINE	162.00	112°47'17"	319.03	270.81	N32°43'14.5"E	N32°39'53"W	N80°33'23"W
	OUTLOT 6	120.00	36°18'41"	71.79	70.73	N62°38'28.5"E	N32°39'53"W	N68°44'47"E
	EXTERIOR	120.00	225°52'24"	473.01	473.50	S75°18'25"E	S68°44'47"E	S43°52'23"E
	REMAINDER	120.00	113°29'17"	237.68	201.23	N42°48'14.5"W	N32°39'53"W	N80°33'23"W
	OUTLOT 7	180.00	24°33'25"	76.80	76.21	N84°42'23.5"W	N32°39'53"W	N79°56'41"W
	EXTERIOR	180.00	155°06'48"	487.27	354.86	N55°24'29"W	N46°39'53"W	N79°56'41"W
	REMAINDER	180.00	113°29'17"	356.43	301.77	N58°10'14.5"W	N32°39'53"W	N80°33'23"W
2	CENTERLINE	200.00	78°18'56"	273.46	252.28	S82°52'37"W	S48°13'09"W	N52°28'06"W
	OUTLOT 6	230.00	77°13'54"	310.39	287.53	N82°42'23"E	S51°39'06"E	N64°43'09"E
	OUTLOT 1	170.00	72°10'54"	320.33	218.81	N82°42'23"E	S51°39'06"E	N64°43'09"E
3	CENTERLINE	150.00	77°29'45"	202.88	187.77	S86°57'51.5"W	N54°17'01"W	S49°13'06"W
	E. R.O.W.	120.00	77°29'45"	162.30	150.21	S86°57'51.5"W	N54°17'01"W	S49°13'06"W
	OUTLOT 8	120.00	90°12'00"	126.11	120.28	S89°19'05"W	N73°47'07"W	S44°13'06"W
	LOT 5	120.00	17°16'33"	36.19	36.06	N82°05'43.5"W	N54°17'01"W	N72°34'10"W
	OUTLOT 1	180.00	77°29'45"	243.46	225.32	S86°57'51.5"W	N54°17'01"W	S49°13'06"W
4	OUTLOT 2	20.00	90°28'45"	31.64	28.44	N80°32'46.5"E	S34°13'17"E	N35°45'04"E
5	LOT 5	20.00	65°36'00"	22.90	26.15	N62°28'47.5"W	N35°16'47"E	N54°17'17"W
6	CENTERLINE	1400.00	6°26'25"	253.65	253.31	N22°46'15.5"E	N19°33'16"E	N25°59'58"E
	NORTH	1400.00	6°26'44"	148.13	148.05	N24°59'11"E	N22°46'53"E	N25°59'58"E
	SOUTH	1400.00	6°26'11"	75.53	75.52	N22°46'28.5"E	N19°33'16"E	N22°59'53"E
	LOT 3	1370.00	0°55'22"	22.16	22.13	N19°47'28"E	N19°15'16"E	N20°10'43"E
	E. R.O.W.	1370.00	2°58'25"	53.48	53.48	N21°03'08.5"E	N19°33'16"E	N22°06'58"E
	OUTLOT 2	1370.00	1°24'41"	44.95	44.93	N23°53'33.5"E	N22°46'53"E	N24°29'13"E
	OUTLOT 1	1370.00	2°00'54"	48.15	48.17	N25°05'44"E	N24°29'13"E	N26°30'10"E
	E. R.O.W.	1430.00	9°08'56"	228.25	228.01	N25°40'18.5"E	N24°15'16"E	N33°05'14"E
	LOT 20	1430.00	3°16'00"	81.53	81.52	N30°37'16"E	N28°15'16"E	N33°54'16"E
	OUTLOT 2	1430.00	5°43'56"	142.93	142.85	N34°23'18.5"E	N33°22'16"E	N35°21'16"E
7	CENTERLINE	250.00	59°16'25"	258.26	246.78	N58°44'33.5"E	N29°33'31"E	N89°25'48"E
	E. R.O.W.	200.00	57°16'25"	200.04	210.98	S58°44'33.5"W	S89°25'48"W	S31°09'11"W
	LOT 18	250.00	12°57'18"	53.54	53.45	S38°23'39.5"W	S44°52'28"W	S31°09'11"W
	LOT 17	220.00	49°21'13"	188.46	182.53	S28°47'13"W	S68°32'48"W	S44°52'36"W
	N. R.O.W.	200.00	57°16'25"	200.08	208.53	S58°44'33.5"W	S89°25'48"W	S31°09'11"W
	LOT 4	200.00	1°13'37"	8.24	8.24	S32°02'23.5"W	S32°26'46"W	S31°09'11"W
	LOT 3	200.00	17°18'27"	84.42	84.10	S41°26'39.5"W	S32°13'13"W	S23°39'46"W
	LOT 2	200.00	29°29'15"	98.40	94.35	S12°22'37"W	S27°23'41"W	S23°53'59"W
	LOT 1	200.00	15°48'27"	87.96	84.35	S7°29'44.5"W	S23°33'48"W	S23°53'59"W
8	CENTERLINE	5000.00	1°48'45"	158.17	158.16	N41°59'36.5"E	N42°53'58"E	N41°11'14"E
	SOUTH	5000.00	0°48'54"	42.28	42.26	N41°42'22.5"E	N42°53'58"E	N41°51'36"E
	NORTH	5000.00	1°23.32"	85.81	85.81	N42°18'13.5"E	N41°21'13"E	N42°11'14"E
	E. R.O.W.	4950.00	1°49'45"	157.33	157.32	N41°59'36.5"E	N42°53'58"E	N41°11'14"E
	LOT 9	4950.00	0°52'18"	3.33	3.33	N42°22'32"E	N42°01'54"E	N42°01'41"E
	LOT 8	4950.00	1°13'45"	153.32	153.30	N41°29'15"E	N42°01'41"E	N40°36'28"E
	LOT 7	4850.00	2°32'41"	31.26	31.26	N40°34'54.5"E	N40°50'33"E	N40°18'14"E
	LOT 22	5030.00	0°56'34"	12.53	12.53	N41°53'41"E	N42°01'54"E	N41°25'23"E
	LOT 21	5030.00	0°32'04"	46.52	46.52	N42°01'46"E	N42°17'15"E	N42°15'19"E
9	LOT 20	30.00	88°37'46"	31.88	28.63	N02°44'08"E	S46°04'08"E	S46°53'30"E
10	LOT 19	30.00	88°45'07"	31.35	28.34	S89°49'38.5"W	N43°53'30"W	S41°52'23"W
11	LOT 22/EXTERIOR	180.00	11°22'31"	35.43	35.34	S52°33'23.5"E	S46°52'23"E	S58°20'31"E
12	LOT 23	30.00	90°36'00"	31.43	28.28	S03°34'01"E	S43°20'31"W	S46°56'29"E
13	LOT 27	30.00	87°18'43"	27.33	25.00	S43°04'38.5"E	S46°56'29"E	S39°45'16"E
14	CENTERLINE	275.00	10°49'24"	51.86	51.80	N34°22'48"E	N29°48'30"E	N40°38'10"E
	E. R.O.W.	325.00	12°41'34"	57.82	57.74	S32°32'48"E	S46°58'57"E	S39°45'23"E
	LOT 27	325.00	5°18'25"	30.13	30.12	N42°07'17"E	N53°16'33"W	N46°56'29"E
	EXTERIOR	300.00	5°31'02"	28.87	28.86	N36°03'36"E	N33°48'25"W	N39°34'23"E
	LOT 26	240.00	39°27'51"	165.25	162.01	S20°51'40.5"E	S46°58'57"E	S86°26'23"E
	REMAINDER	240.00	30°41'36"	46.23	46.23	S53°20'48"E	S46°58'57"E	S86°26'23"E
	EXTERIOR	265.00	13°15'45"	36.57	36.46	N85°22'27.5"W	N71°56'25"W	N58°40'35"W
15	CENTERLINE	1250.00	9°37'06"	209.83	209.58	S30°13'25"E	N34°26'39"E	N44°32'28"E
	OUTLOT 5	1220.00	14°18'20"	303.89	303.08	S32°23'03.5"E	S39°01'58"E	S53°29'48"W
	E. R.O.W.	1220.00	1°16'21"	135.37	135.17	S39°50'08.5"E	S39°41'58"E	S32°28'58"E
	OUTLOT 4	1220.00	9°35'48"	12.70	12.70	S32°44'48"E	S32°32'43"E	S32°25'53"E
	LOT 23	1220.00	5°43'32"	113.87	113.78	S36°26'30.5"E	S39°01'58"E	S33°29'43"E
	OUTLOT 3/5	1250.00	5°36'12"	146.40	146.32	S23°34'49"E	S32°29'55"E	S32°29'43"E
	N. R.O.W.	1250.00	9°39'04"	214.67	214.41	S27°19'27"E	S42°03'34"W	S32°29'55"E
	LOT 16	1250.00	3°56'14"	87.83	87.84	S34°31'32"E	S32°29'55"E	S36°26'55"E
	LOT 15	1250.00	7°59'46"	87.04	87.03	S38°31'32"E	S42°16'55"E	S36°26'55"E
	LOT 14	1250.00	7°47'56"	29.80	29.83	S46°13'32"E	S42°53'58"E	S46°26'55"E

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

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped lands being part of Lots and 2 of Certified Survey Map Number 12289, located in the Southeast 1/4 of the Northwest 1/4, Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 all in Section 19, Town 8 North, Range 20 East, Village of Menomonee Falls, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4 Section; Thence North 88°27'28" East along the North line of said Southwest 1/4, 1467.90 feet to the place of beginning of the lands hereinafter described.

Thence North 54°01'44" East 88.73 feet to a point; Thence North 36°38'31" East 42.82 feet to a point on the North line of said Lot 2; Thence North 00°18'22" East along said North line, 91.87 feet to a point; Thence North 04°06'22" East along said North line, 88.86 feet to a point; Thence North 09°28'37" West along said North line, 44.46 feet to a point; Thence North 54°11'51" East 875.00 feet to a point; Thence North 35°48'09" West 10.00 feet to a point on the Southerly Right-of-Way of North Street (County Highway "T"); Thence North 54°11'51" East along said Southerly line, 700.88 feet to a point on the East line of the Northwest 1/4 of said Section 19; Thence South 00°28'08" West along said East line, 1070.95 feet to a point marking the Center of Section 19; Thence North 88°23'48" East along the North line of Southeast 1/4 of said Section 19, 53.77 feet to a point; Thence South 39°28'45" West 85.37 feet to a point on the East line of said Southeast 1/4 of Section 19; Thence South 00°23'48" West along said East line, 342.16 feet to a point; Thence South 84°43'39" West 231.07 feet to a point; Thence South 00°22'48" West 38.38 feet to a point; Thence South 84°13'39" West 254.77 feet to a point; Thence South 42°15'14" West 125.04 feet to a point; Thence South 46°15'30" East 26.53 feet to a point; Thence South 41°44'30" West 60.00 feet to a point; Thence Southerly 35.60 feet along the arc of a curve whose center lies to the Northwest, whose radius is 180.00 feet, whose central angle is 11°19'31" and whose chord bears South 53°55'16" East 35.54 feet to a point; Thence South 19°25'03" West 188.14 feet to a point; Thence South 08°18'16" West 100.75 feet to a point; Thence North 89°36'37" West 56.88 feet to a point; Thence South 30°38'27" West 116.16 feet to a point; Thence Westerly 54.57 feet along the arc of a curve whose center lies to the North, whose radius is 245.00 feet, whose central angle is 13°13'45" and whose chord bears North 65°22'27" West 54.44 feet to a point; Thence South 31°14'25" West 60.00 feet to a point; Thence Westerly 29.37 feet along the arc of a curve whose center lies to the North, whose radius is 305.00 feet, whose central angle is 05°31'02" and whose chord bears North 38°30'04" West 29.36 feet to a point; Thence South 30°45'27" West 147.36 feet to a point; Thence South 36°57'17" East 221.55 feet to a point on the South line of Lot 2 of said Certified Survey Map; Thence South 88°23'18" West along said South line, 1266.28 feet to a point on the West line of said Lot 2; Thence North 00°22'28" East along said West line, 3.22 feet to a point; Thence North 88°03'28" East along said East line, 203.06 feet to a point; Thence North 11°14'28" East along said West line, 350.00 feet to a point; Thence North 24°49'28" East 254.18 feet to a point; Thence North 22°31'12" West 70.39 feet to a point; Thence North 76°48'23" East 103.39 feet to a point; Thence North 19°32'10" East 155.76 feet to a point; Thence North 88°04'54" East 58.24 feet to a point; Thence South 45°37'04" East 168.71 feet to a point; Thence South 58°48'23" East 81.81 feet to a point; Thence South 72°17'32" East 122.13 feet to a point; Thence North 45°05'51" East 22.33 feet to a point; Thence North 72°17'32" West 128.32 feet to a point; Thence North 58°48'23" West 78.99 feet to a point; Thence North 45°37'04" West 102.45 feet to a point; Thence North 17°28'07" West 82.40 feet to a point; Thence North 08°12'47" East 112.82 feet to a point; Thence North 22°58'18" East 68.88 feet to a point; Thence North 37°16'32" East 40.42 feet to a point; Thence North 17°20'54" West 26.28 feet to a point; Thence North 56°54'51" East 60.83 feet to a point; Thence North 66°28'41" East 78.01 feet to a point; Thence North 56°01'44" East 14.61 feet to a point; Thence South 88°44'47" East 44.86 feet to a point; Thence Southeasterly 47.81 feet along the arc of a curve whose center lies to the South, whose radius is 120.00 feet, whose central angle is 22°32'24" and whose chord bears South 75°16'55" East 47.59 feet to a point; Thence North 28°07'37" East 60.00 feet to a point; Thence Northeasterly 61.07 feet along the arc of a curve whose center lies to the South, whose radius is 180.00 feet, whose central angle is 13°04'18" and whose chord bears North 70°24'32" West 60.88 feet to a point on the North line of said Lot 2; Thence North 56°01'44" East along said North line, 142.82 feet to the point of beginning of this description.

Said lands contain 2,359,357 Square Feet (or 54.1834 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of JOHANSSEN FARMS, LLC, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations, Chapter 18, of the Village of Menomonee Falls in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20____.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3118
TRIO ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

MENOMONEE FALLS PLAN COMMISSION:

Preliminary Approval: Date: _____

Secretary

Final Approval: Date: _____

Secretary

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20____ or any of the land included in the Plat of "BELLA VISTA ESTATES".

Dated this _____ Day of _____, 20____.

Pamela F. Reeves, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Valerie Emrich, being duly appointed, qualified and acting Interim Treasurer of the Village of Menomonee Falls, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20____ on any of the land included in the Plat of "BELLA VISTA ESTATES".

Dated this _____ Day of _____, 20____.

Valerie Emrich, Interim Village Treasurer

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

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

APPROVING AGENCIES:

1. Village of Menomonee Falls

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Waukesha County, Department of Parks and Land Use

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

JOHANSSEN FARMS, LLC

Thomas Holaquist, Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20____, the above named Thomas Holaquist, member of Johanssen Farms LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such Member, and acknowledged that he executed the foregoing instrument as such officer as the deed of said member, by its authority.

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

VILLAGE BOARD APPROVAL:

Resolved, that the plat of "BELLA VISTA ESTATES", in the Village of Menomonee Falls, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication hereto accepted by the Village Board of Trustees of the Village of Menomonee Falls, on this _____ Day of _____, 20____.

Jeremy Walz, Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of Trustees of the Village of Menomonee Falls.

Amy Dieringer, Village Clerk

The surveyor's actions and plat were prepared in accordance with s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified March 6, 2024

Department of Administration

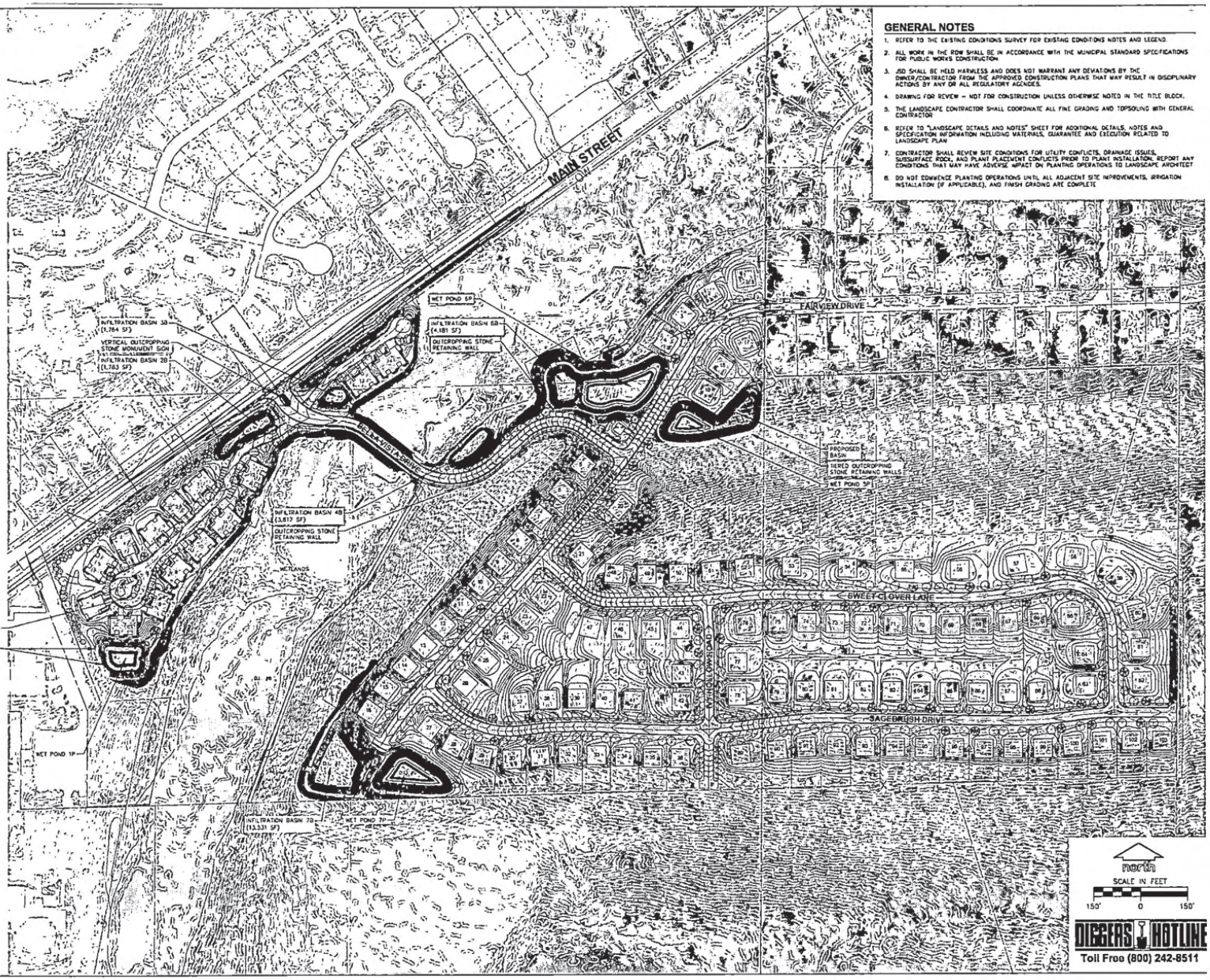
REVISED THIS 26TH DAY OF FEBRUARY, 2024
REVISED THIS 8TH DAY OF FEBRUARY, 2024
REVISED THIS 5TH DAY OF FEBRUARY, 2024
DATED THIS 27TH DAY OF OCTOBER, 2023

21-014-252-01

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3118)

EXHIBIT B

VILLAGE LANDSCAPE PLAN



GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGEND.
2. ALL WORK IN THE ROW SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
3. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
4. DRAWING FOR REVIEW – NOT FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE TITLE BLOCK.
5. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL FINE GRADING AND TOPSOILING WITH GENERAL CONTRACTOR
6. REFER TO "LANDSCAPE DETAILS AND NOTES" SHEET FOR ADDITIONAL DETAILS, NOTES AND SPECIFICATION INFORMATION INCLUDING MATERIALS, GUARANTEE AND EXECUTION RELATED TO LANDSCAPE PLAN
7. CONTRACTOR SHALL REVIEW SITE CONDITIONS FOR UTILITY CONFLICTS, DRAINAGE ISSUES, SUBSURFACE ROCK, AND PLANT PLACEMENT CONFLICTS PRIOR TO PLANT INSTALLATION. REPORT ANY CONDITIONS THAT MAY HAVE ADVERSE IMPACT ON PLANTING OPERATIONS TO LANDSCAPE ARCHITECT
8. DO NOT COMMENCE PLANTING OPERATIONS UNTIL ALL ADJACENT SITE IMPROVEMENTS, IRRIGATION INSTALLATION (IF APPLICABLE), AND FINISH GRADING ARE COMPLETE

DIGGERS HOTLINE
Toll Free (800) 242-8511

JSD

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jsdinc.com
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES RESIDENTIAL DEVELOPMENT

PROJECT LOCATION:
N67 W21805 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
2	03.21.23	Update per site adjustments
3	04.18.23	Update per site adjustments
4	06.01.23	Update per site adjustments
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Designed By: MA
Reviewed By: KO
Approved By:

SHEET TITLE:
LANDSCAPE PLAN

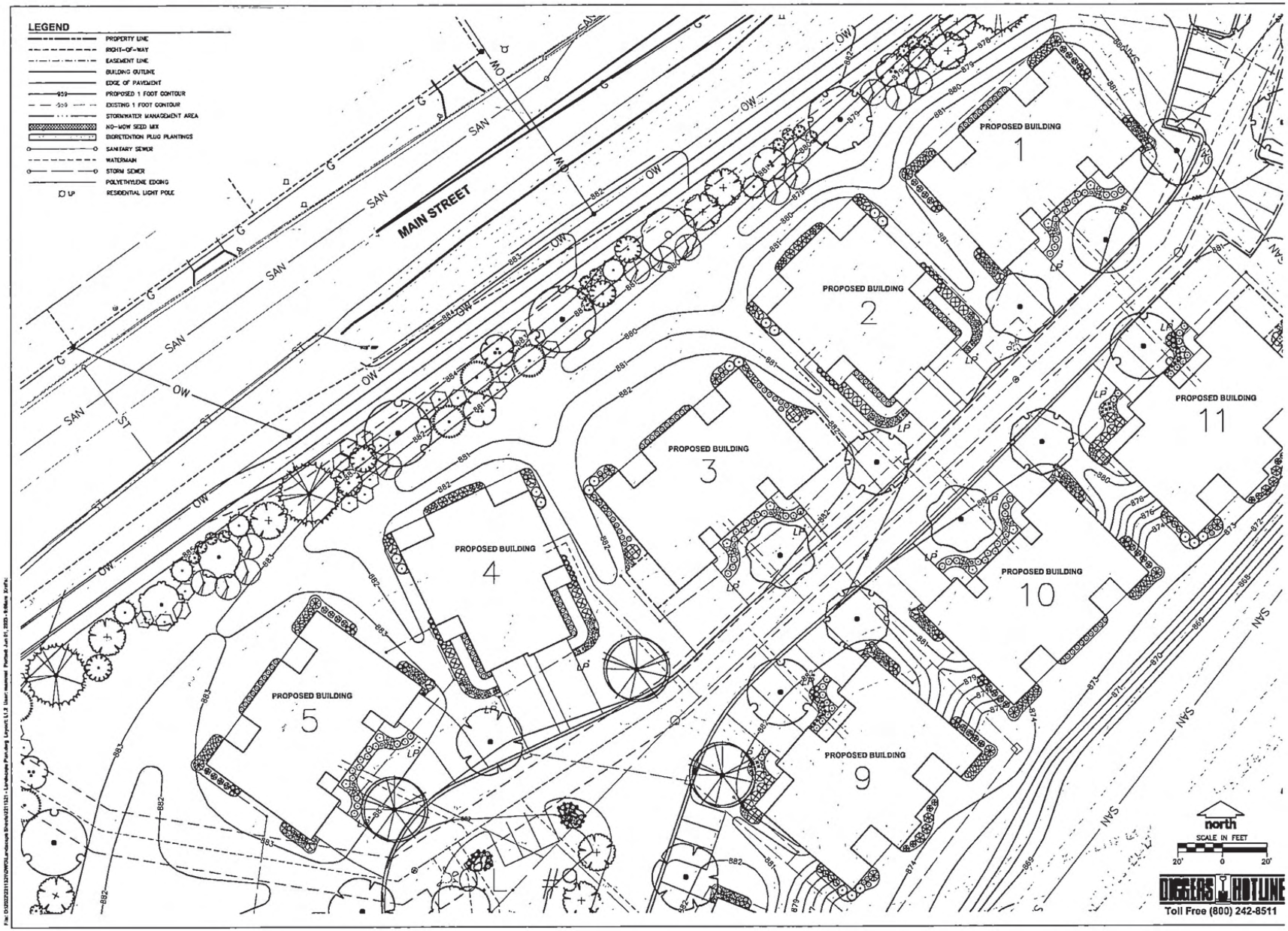
SHEET NUMBER:
L1.0

JSD PROJECT NO: 22-11321

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.

POOR ORIGINAL

POOR ORIGINAL



POOR ORIGINAL

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES
RESIDENTIAL
DEVELOPMENT

PROJECT LOCATION:
N57 W21605 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
2	03.31.23	Update per s/w adj comments
3	04.19.23	Update per s/w adj comments
4	06.01.23	Update per s/w adj comments
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Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN -
DETAILED

SHEET NUMBER:
L1.2

JSD PROJECT NO: 22-11321

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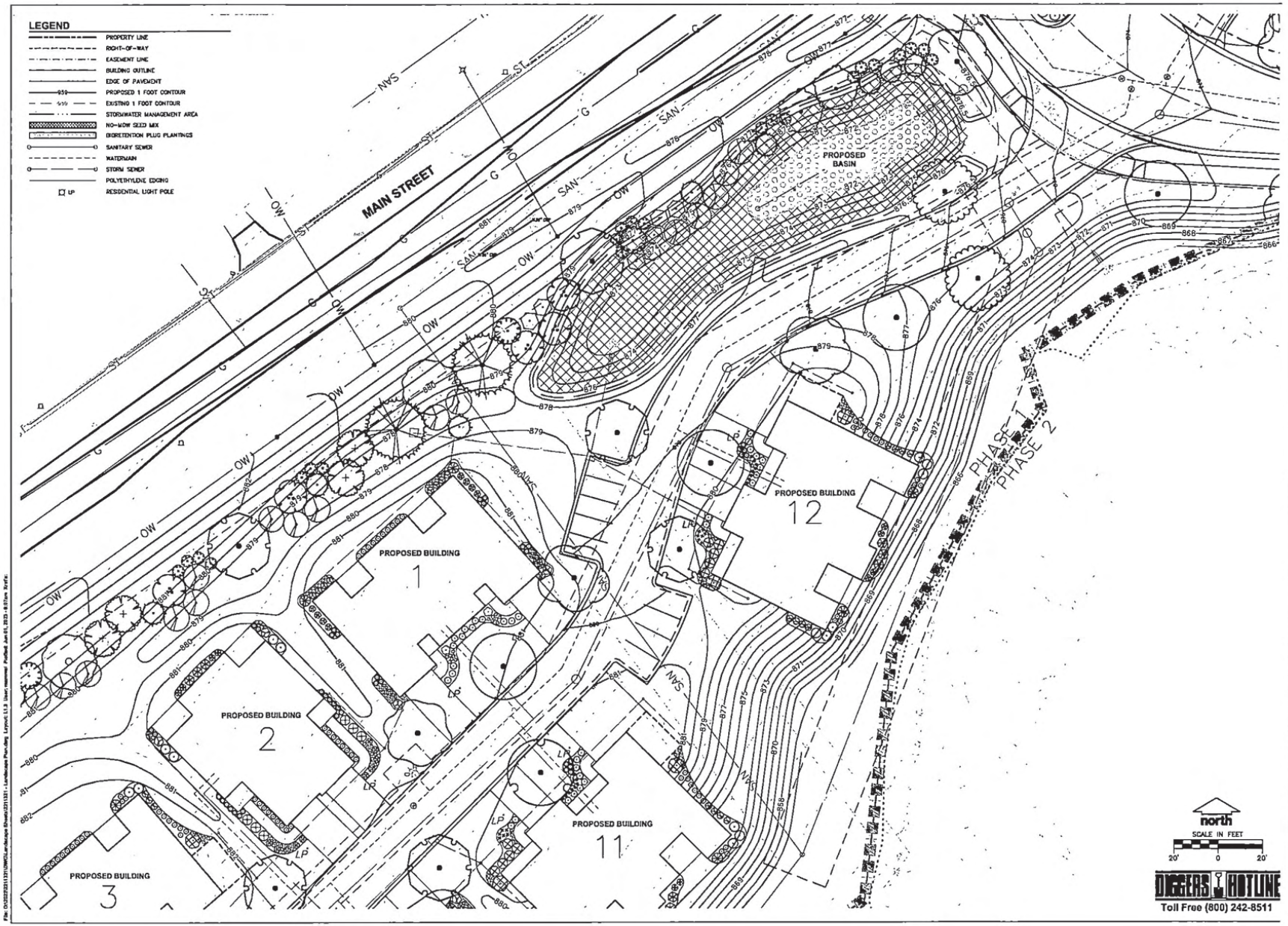

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES
RESIDENTIAL
DEVELOPMENT

PROJECT LOCATION:
N67 W21805 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
2	02.21.23	Update per site adjustments
3	04.19.23	Update per site adjustments
4	06.21.23	Update per site adjustments
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Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN - DETAILED

SHEET NUMBER:
L1.3

JSD PROJECT NO: 22-11321

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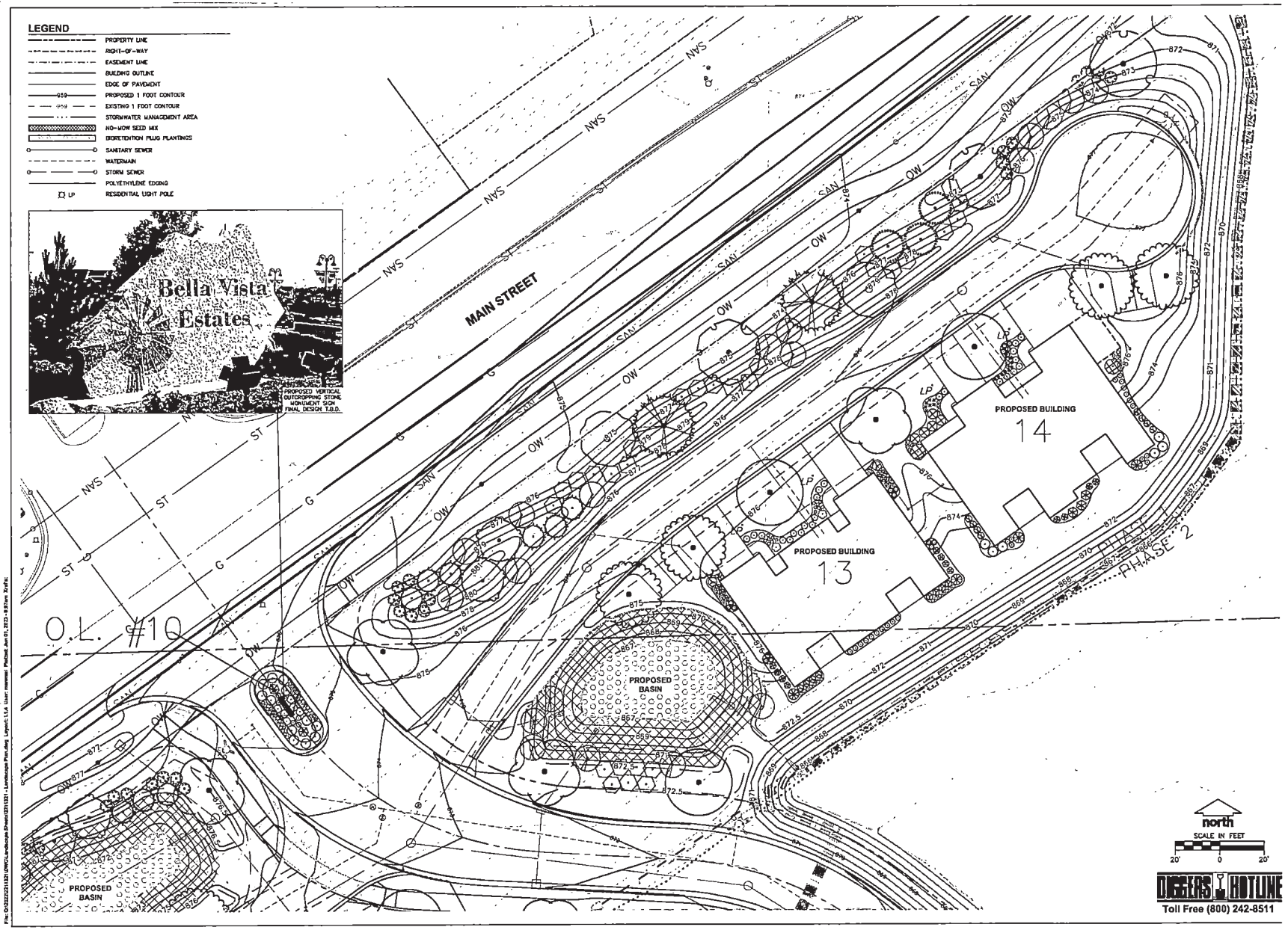
POOR ORIGINAL

POOR ORIGINAL



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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES
RESIDENTIAL
DEVELOPMENT

PROJECT LOCATION:
N87 W21805 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	VI logo Submittal
2	03.21.23	Update per a/e adjustments
3	04.18.23	Update per a/e adjustments
4	05.01.23	Update per a/e adjustments
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Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN - DETAILED

SHEET NUMBER:
L1.4

JSD PROJECT NO: 22-11321

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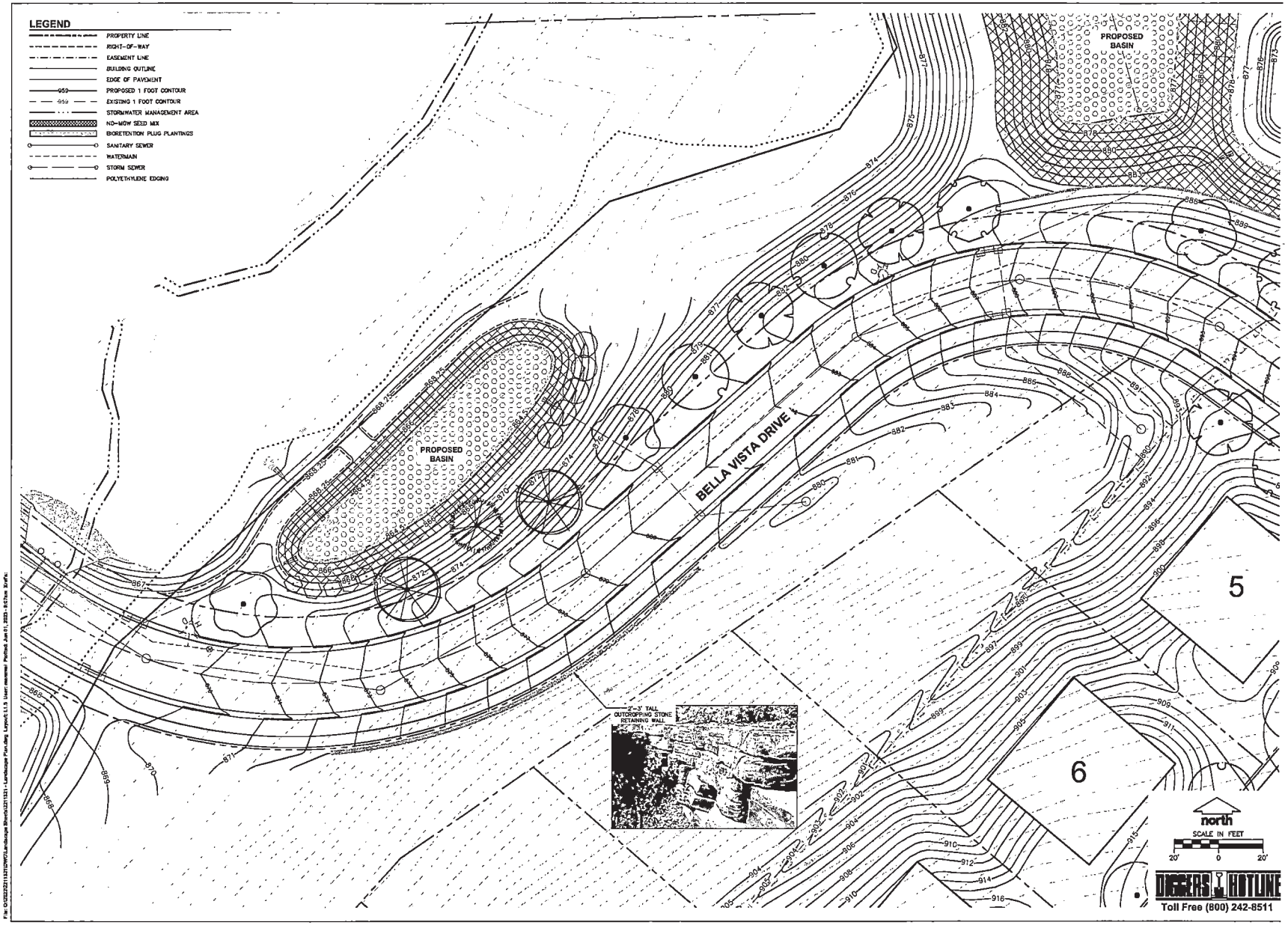

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MILWAUKEE REGIONAL OFFICE
W238 N1610 RUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23583 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES RESIDENTIAL DEVELOPMENT

PROJECT LOCATION:
N67 W21605 MAIN STREET
MENOMONEE FALLS, WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
2	03.31.23	Update per a/e adjustments
3	04.18.23	Update per a/e adjustments
4	06.01.23	Update per a/e adjustments
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Designed By: MA
Reviewed By: KS
Approved By:

SHEET TITLE:
LANDSCAPE PLAN - DETAILED

SHEET NUMBER:
L1.5

JSD PROJECT NO: 22-11527

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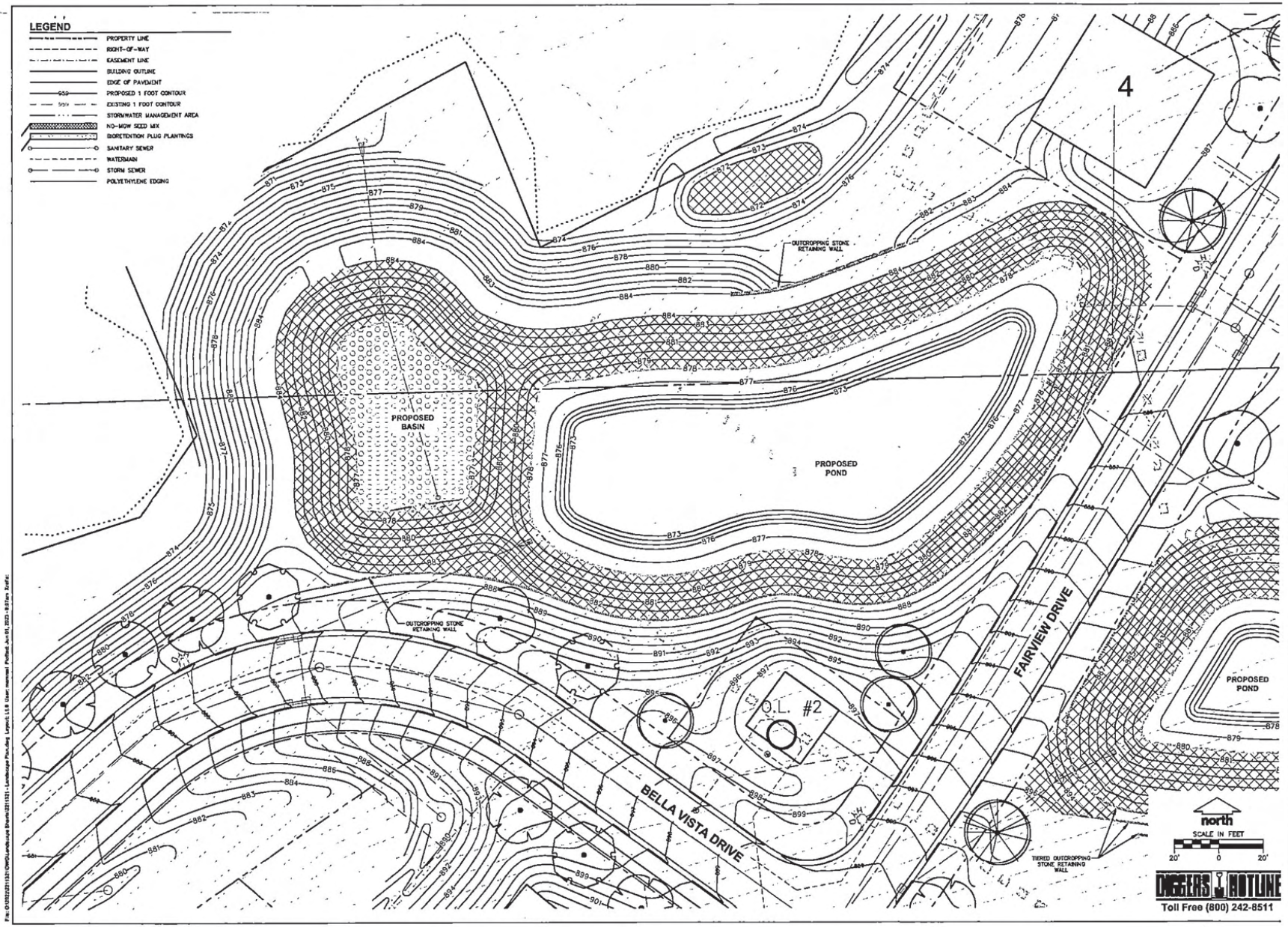

POOR ORIGINAL

JSD

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES
RESIDENTIAL
DEVELOPMENT

PROJECT LOCATION:
N67 W21805 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
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3	04.18.23	Update per site adjustments
4	06.01.23	Update per site adjustments
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Designed By: BA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN - DETAILED

SHEET NUMBER:
L1.6

JSD PROJECT NO: 22-11321

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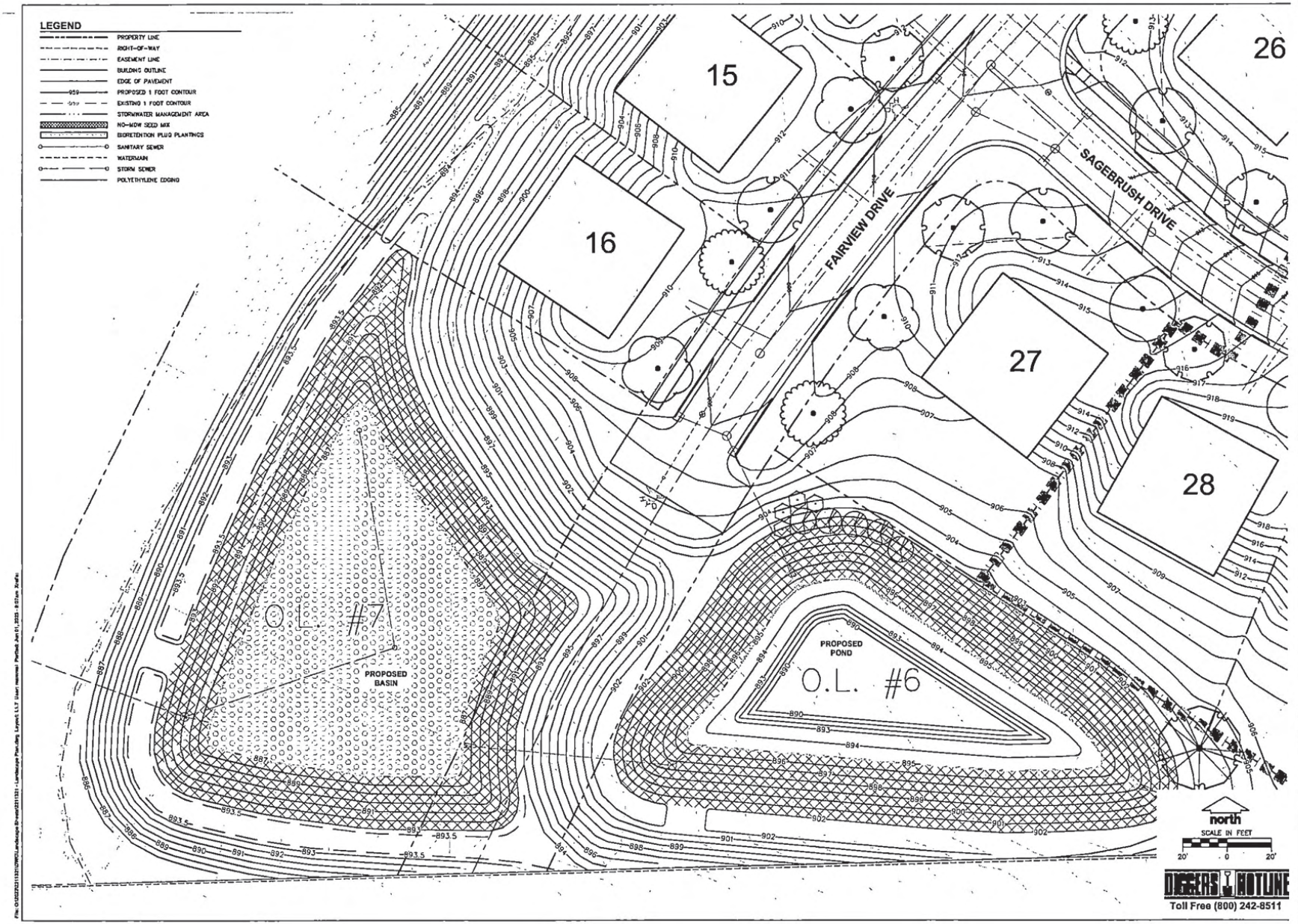

JSD

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MILWAUKEE REGIONAL OFFICE
W234 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES
RESIDENTIAL
DEVELOPMENT

PROJECT LOCATION:
N67 W21605 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
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3	04.19.23	Update per site adjustments
4	06.01.23	Update per site adjustments

Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN - DETAILED

SHEET NUMBER:
L1.7

JSD PROJECT NO. 22-11321

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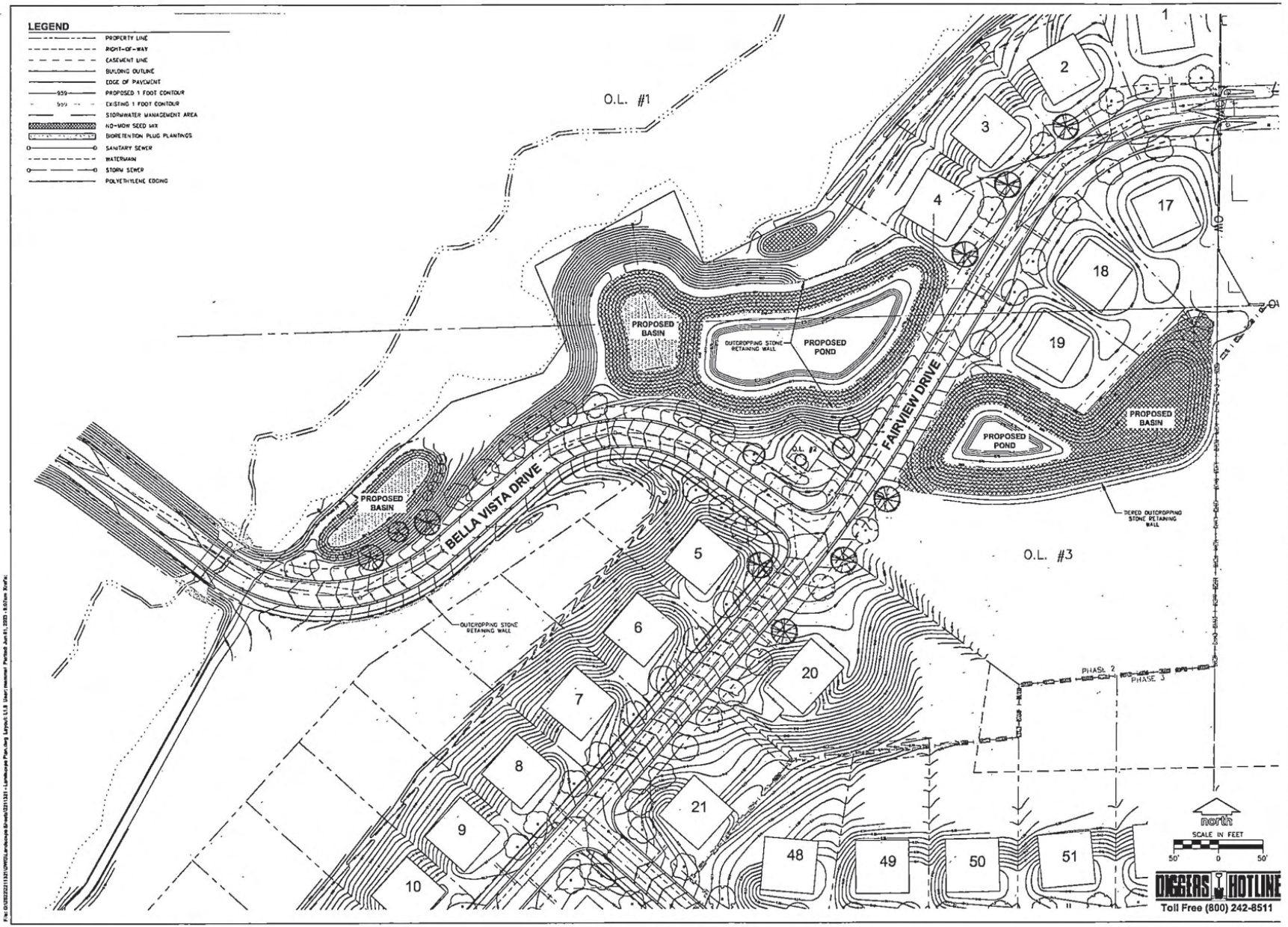
POOR ORIGINAL



JSD

CREATE THE VISION TELL THE STORY

jsdinc.com

MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES RESIDENTIAL DEVELOPMENT

PROJECT LOCATION:
N67 W21605 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
2	03.21.23	Update per site adjustments
3	04.18.23	Update per site adjustments
4	06.01.23	Update per site adjustments
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Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN - DETAILED

SHEET NUMBER:
L1.8

JSD PROJECT NO: 22-11331

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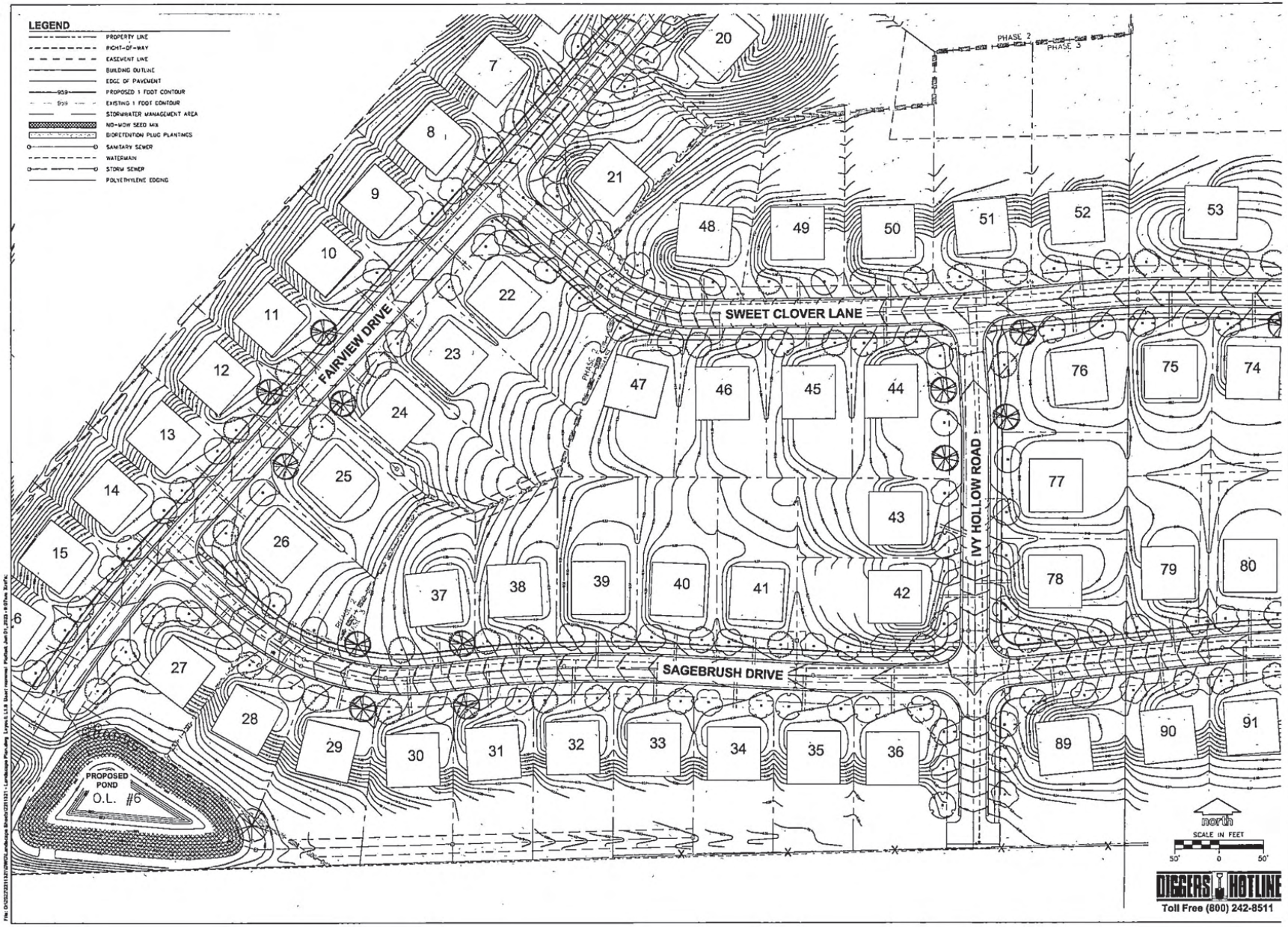

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JSD

CREATE THE VISION TELL THE STORY

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MILWAUKEE REGIONAL OFFICE
W236 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53186
P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES
RESIDENTIAL
DEVELOPMENT

PROJECT LOCATION:
N67 W21605 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
2	03.21.23	Update per site adjustments
3	04.18.23	Update per site adjustments
4	06.01.23	Update per site adjustments
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Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN - DETAILED

SHEET NUMBER:
L1.9

JSD PROJECT NO: 22-11321

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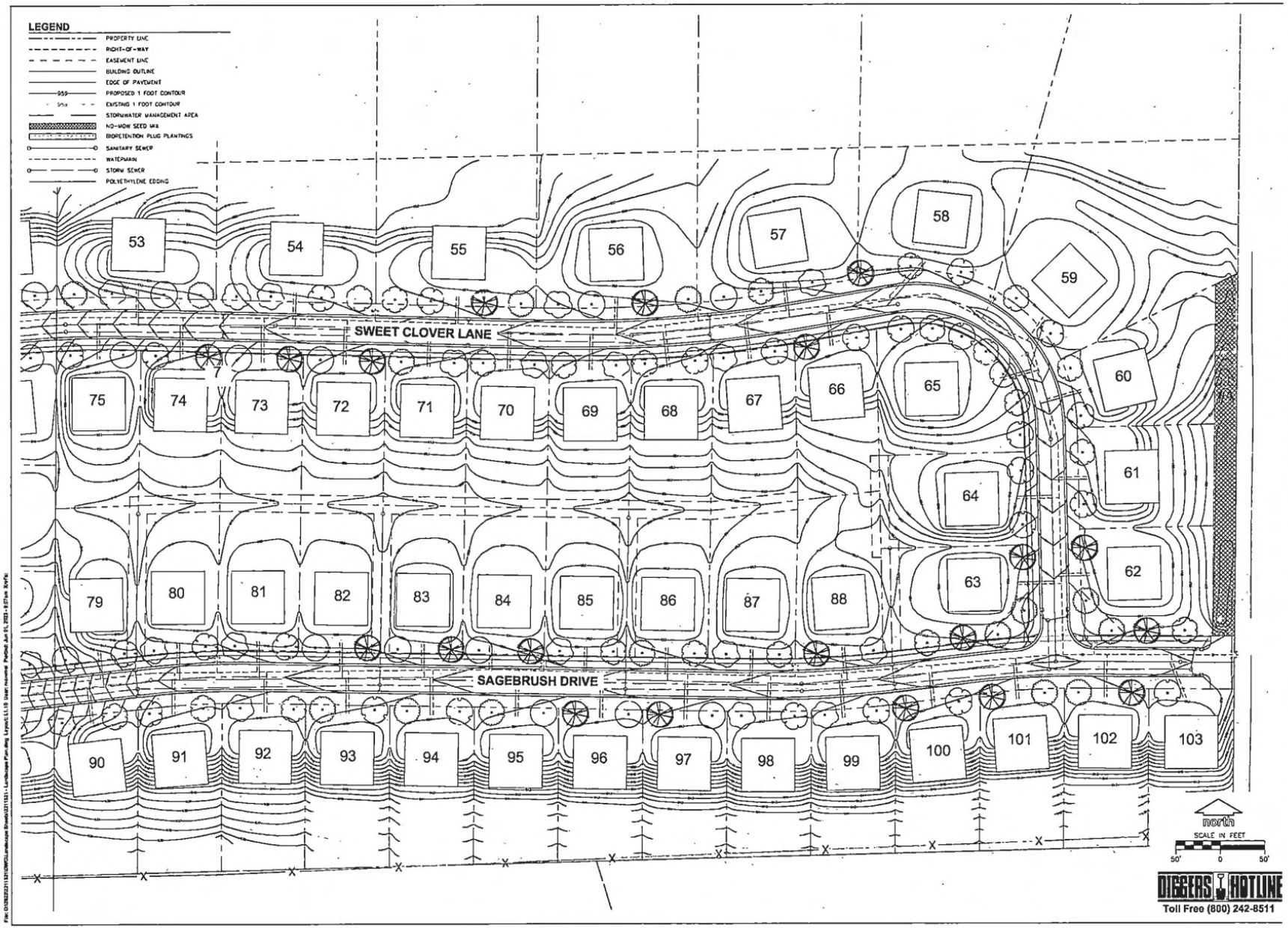

POOR ORIGINAL

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CREATE THE VISION TELL THE STORY

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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
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CLIENT:
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CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES
RESIDENTIAL
DEVELOPMENT

PROJECT LOCATION:
N67 W21805 MAIN STREET
MENOMONEE FALLS,
WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.23	Village Submittal
2	05.31.23	Update per a/e adjustments
3	06.19.23	Update per a/e adjustments
4	08.01.23	Update per a/e adjustments
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Designed By: NA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLAN -
DETAILED

SHEET NUMBER:
L1.10

JSD PROJECT NO: 22-11321

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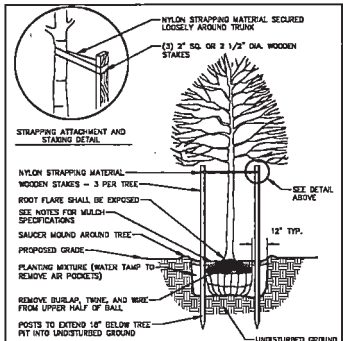
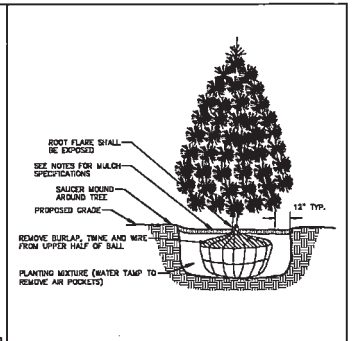


NOTE:
1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATION. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED.
2. REMOVE NYLON STRAPPING WITHIN 9-18 MONTHS FOLLOWING INSTALLATION

DECIDUOUS TREE PLANTING DETAIL

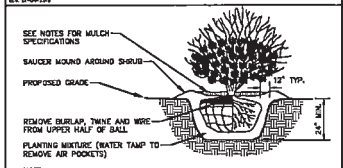
N.T.S.



NOTE:
1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATION. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED

EVERGREEN TREE PLANTING DETAIL

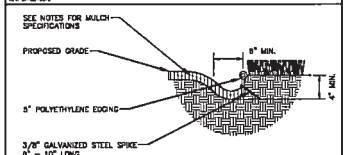
N.T.S.



NOTE:
1. ROOT FLARE TO BE EXPOSED.

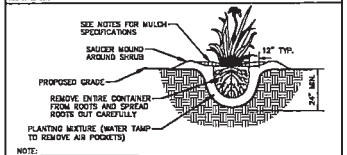
SHRUB PLANTING DETAIL

N.T.S.



POLYETHYLENE LANDSCAPE EDGING DETAIL

N.T.S.



NOTE:
1. ROOT FLARE TO BE EXPOSED

PERENNIAL/ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.

GENERAL NOTES

1. GENERAL: ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1-800-242-8511 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
2. DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY. IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
3. MATERIALS – PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY, PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ENSURE ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
4. PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INSECTICIDAL LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
5. CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL AND BRANCHES. BIND AND WRAP THESE MATERIALS. ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
6. ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

LANDSCAPE MATERIAL NOTES

1. MATERIALS – PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
2. MATERIALS – TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A PH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
3. MATERIALS – SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS ON PLAN SHALL RECEIVE CERTIFIED WEED FREE SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
4. MATERIALS – TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 4' DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3-INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5' DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
5. MATERIALS – POLYETHYLENE EDGING: EDGING SHALL BE 5" DEEP, POLYETHYLENE EDGING. OWNER'S REPRESENTATIVE SHALL APPROVE PRODUCT SPECIFICATION PROVIDED BY LANDSCAPE CONTRACTOR.
6. MATERIALS – OUTCROPPING STONES: OUTCROPPING STONE TYPE, SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

SEEDING & POND VEGETATION NOTES

1. MATERIALS – "NO-MOW" SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND "NO MOW" FESCUE SEED OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO FESCUE SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1-1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS.
2. MATERIALS – TURFGRASS SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPET'S "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE OWNER'S REPRESENTATIVE, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED-FREE.
3. MATERIALS – BIORETENTION BASIN PLUG PLANTINGS: PLUG PLANTINGS TO BE INSTALLED 18-INCHES ON CENTER, MIXING SPECIES INTEGRALLY IN FLATS OF 20 AT A TIME. REFER TO MONR PLUG PLANTING TECHNICAL STANDARDS FOR ROOTSTOCK AND INSTALLATION SPECIFICATIONS. PLANT SPECIES SUBSTITUTIONS SUITABLE FOR BIORETENTION GROWING CONDITIONS ARE ACCEPTABLE.

INFILTRATION BASIN PLANT SCHEDULES

INFILTRATION BASIN 2B - PLANT SCHEDULE (1,783 square feet)

Botanical Name	Common Name	Spacing	Quantity
Permanent Grasses:			
Carex grayi	Common Bur Sedge	18" O.C.	67
Carex stipata	Common Fox Sedge	18" O.C.	67
Panicum virgatum	Switch Grass	18" O.C.	67
Sporting pectinata	Prairie Cord Grass	18" O.C.	67
Forbs:			
Aster novae-angliae	New England Aster	18" O.C.	39
Asclepias incarnata	Swamp Milkweed	18" O.C.	39
Echinacea purpurea	Broad-Leaved Purple Coneflower	18" O.C.	38
Eryngium yuccifolium	Rattlesnake Master	18" O.C.	38
Eupatorium maculatum	Spotted Joe-Pye Weed	18" O.C.	38
Liatris spicata	Marsh Blazing Star	18" O.C.	38
Lobelia cardinalis	Cardinal Flower	18" O.C.	38
Monarda fistulosa	Wild Bergamot	18" O.C.	38
Penstemon digitalis	Foxglove Beardtongue	18" O.C.	38
Pycnanthemum virginianum	Common Mountain Mint	18" O.C.	38
Ratibida pinnata	Yellow Coneflower	18" O.C.	38
Rudbeckia hirta	Black-Eyed Susan	18" O.C.	38
Veronicastrum virginianum	Culver's Root	18" O.C.	38
Zizia aurea	Golden Alexanders	18" O.C.	38

INFILTRATION BASIN 3B - PLANT SCHEDULE (1,764 square feet)

Botanical Name	Common Name	Spacing	Quantity
Permanent Grasses:			
Carex grayi	Common Bur Sedge	18" O.C.	66
Carex stipata	Common Fox Sedge	18" O.C.	66
Panicum virgatum	Switch Grass	18" O.C.	65
Sporting pectinata	Prairie Cord Grass	18" O.C.	65
Forbs:			
Aster novae-angliae	New England Aster	18" O.C.	38
Asclepias incarnata	Swamp Milkweed	18" O.C.	38
Echinacea purpurea	Broad-Leaved Purple Coneflower	18" O.C.	38
Eryngium yuccifolium	Rattlesnake Master	18" O.C.	38
Eupatorium maculatum	Spotted Joe-Pye Weed	18" O.C.	38
Liatris spicata	Marsh Blazing Star	18" O.C.	38
Lobelia cardinalis	Cardinal Flower	18" O.C.	38
Monarda fistulosa	Wild Bergamot	18" O.C.	38
Penstemon digitalis	Foxglove Beardtongue	18" O.C.	38
Pycnanthemum virginianum	Common Mountain Mint	18" O.C.	38
Ratibida pinnata	Yellow Coneflower	18" O.C.	38
Rudbeckia hirta	Black-Eyed Susan	18" O.C.	38
Veronicastrum virginianum	Culver's Root	18" O.C.	38
Zizia aurea	Golden Alexanders	18" O.C.	38

INFILTRATION BASIN 4B - PLANT SCHEDULE (3,617 square feet)

Botanical Name	Common Name	Spacing	Quantity
Permanent Grasses:			
Carex grayi	Common Bur Sedge	18" O.C.	134
Carex stipata	Common Fox Sedge	18" O.C.	134
Panicum virgatum	Switch Grass	18" O.C.	134
Sporting pectinata	Prairie Cord Grass	18" O.C.	134
Forbs:			
Aster novae-angliae	New England Aster	18" O.C.	78
Asclepias incarnata	Swamp Milkweed	18" O.C.	78
Echinacea purpurea	Broad-Leaved Purple Coneflower	18" O.C.	78
Eryngium yuccifolium	Rattlesnake Master	18" O.C.	78
Eupatorium maculatum	Spotted Joe-Pye Weed	18" O.C.	78
Liatris spicata	Marsh Blazing Star	18" O.C.	78
Lobelia cardinalis	Cardinal Flower	18" O.C.	78
Monarda fistulosa	Wild Bergamot	18" O.C.	78
Penstemon digitalis	Foxglove Beardtongue	18" O.C.	78
Pycnanthemum virginianum	Common Mountain Mint	18" O.C.	78
Ratibida pinnata	Yellow Coneflower	18" O.C.	78
Rudbeckia hirta	Black-Eyed Susan	18" O.C.	78
Veronicastrum virginianum	Culver's Root	18" O.C.	78
Zizia aurea	Golden Alexanders	18" O.C.	78

INFILTRATION BASIN 6B - PLANT SCHEDULE (4,181 square feet)

Botanical Name	Common Name	Spacing	Quantity
Permanent Grasses:			
Carex grayi	Common Bur Sedge	18" O.C.	156
Carex stipata	Common Fox Sedge	18" O.C.	155
Panicum virgatum	Switch Grass	18" O.C.	155
Sporting pectinata	Prairie Cord Grass	18" O.C.	155
Forbs:			
Aster novae-angliae	New England Aster	18" O.C.	90
Asclepias incarnata	Swamp Milkweed	18" O.C.	90
Echinacea purpurea	Broad-Leaved Purple Coneflower	18" O.C.	90
Eryngium yuccifolium	Rattlesnake Master	18" O.C.	90
Eupatorium maculatum	Spotted Joe-Pye Weed	18" O.C.	90
Liatris spicata	Marsh Blazing Star	18" O.C.	90
Lobelia cardinalis	Cardinal Flower	18" O.C.	90
Monarda fistulosa	Wild Bergamot	18" O.C.	90
Penstemon digitalis	Foxglove Beardtongue	18" O.C.	90
Pycnanthemum virginianum	Common Mountain Mint	18" O.C.	90
Ratibida pinnata	Yellow Coneflower	18" O.C.	90
Rudbeckia hirta	Black-Eyed Susan	18" O.C.	90
Veronicastrum virginianum	Culver's Root	18" O.C.	90
Zizia aurea	Golden Alexanders	18" O.C.	90

INFILTRATION BASIN 7B - PLANT SCHEDULE (13,531 square feet)

Botanical Name	Common Name	Spacing	Quantity
Permanent Grasses:			
Carex grayi	Common Bur Sedge	18" O.C.	504
Carex stipata	Common Fox Sedge	18" O.C.	504
Panicum virgatum	Switch Grass	18" O.C.	504
Sporting pectinata	Prairie Cord Grass	18" O.C.	503
Forbs:			
Aster novae-angliae	New England Aster	18" O.C.	291
Asclepias incarnata	Swamp Milkweed	18" O.C.	291
Echinacea purpurea	Broad-Leaved Purple Coneflower	18" O.C.	291
Eryngium yuccifolium	Rattlesnake Master	18" O.C.	291
Eupatorium maculatum	Spotted Joe-Pye Weed	18" O.C.	291
Liatris spicata	Marsh Blazing Star	18" O.C.	291
Lobelia cardinalis	Cardinal Flower	18" O.C.	291
Monarda fistulosa	Wild Bergamot	18" O.C.	291
Penstemon digitalis	Foxglove Beardtongue	18" O.C.	291
Pycnanthemum virginianum	Common Mountain Mint	18" O.C.	291
Ratibida pinnata	Yellow Coneflower	18" O.C.	291
Rudbeckia hirta	Black-Eyed Susan	18" O.C.	291
Veronicastrum virginianum	Culver's Root	18" O.C.	291
Zizia aurea	Golden Alexanders	18" O.C.	291

(PLANT SPECIES SUBSTITUTIONS SUITABLE FOR BIORETENTION CELL CONDITIONS ARE ACCEPTABLE)

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

1. GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE. EXISTING BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO SEEDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
2. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
3. MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, SEEDED AND/OR SODDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
4. MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.

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P. 262.513.0666

CLIENT:
JOHANSSEN FARMS, LLC.

CLIENT ADDRESS:
N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES RESIDENTIAL DEVELOPMENT

PROJECT LOCATION:
N67 W21605 MAIN STREET
MENOMONEE FALLS, WI 53051

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.14.22	Village Submittal
2	03.31.23	Update per site adjustments
3	04.18.23	Update per site adjustments
4	08.01.23	Update per site adjustments
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Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE DETAILS & NOTES

SHEET NUMBER:
L2.0

JSD PROJECT NO: 22-11337

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POOR ORIGINAL

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PLANT SCHEDULE

EVERGREEN TREE	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	
	JC3	Juniperus virginiana 'Canaertii' / Canaerti Eastern Redcedar	B & B	Min. 6' tall	28
	PG	Picea glauca 'Densata' / Black Hills Spruce	B & B	Min. 6' tall	8
	PB	Pinus cembra 'Big Blue' / Big Blue Swiss Stone Pine	B & B	Min. 6' tall	9
ORNAMENTAL TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	
	AC	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Serviceberry	B & B	1.5" Cal (Multi-Stem)	11
	MS	Malus x 'Spring Snow' / Spring Snow Crabapple	B & B	1.5"Cal	7
	MS2	Malus x 'Harvest Gold' / Harvest Gold Crabapple	B & B	1.5"Cal	6
	SD	Sorbus decora / Showy Mountain Ash	B & B	2.5"Cal	12
OVERSTORY DECIDUOUS TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	
	AM2	Acer miyabei 'Morton' TM / State Street Miyabe Maple	B & B	2.5"Cal	48
	BN	Betula nigra 'Heritage' – Single / Heritage River Birch – Single	B & B	2.5"Cal	3
	BR	Betula papyrifera 'Renci' TM / Renaissance Reflection Paper Birch	B & B	2.5"Cal	5
	CO	Celtis occidentalis 'Prairie Pride' / Prairie Pride Hackberry	B & B	2.5"Cal	48
	GB	Ginkgo biloba 'Autumn Gold' TM / Autumn Gold Maidenhair Tree	B & B	2.5"Cal	33
	GS	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust	B & B	2.5"Cal	45
	GD	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree	B & B	2.5"Cal	48
	LL	Larix laricina / Tamarack	B & B	2.5"Cal	1
	OV	Ostrya virginiana / American Hophornbeam	B & B	2.5"Cal	37
	QB	Quercus bicolor / Swamp White Oak	B & B	2.5"Cal	4
	QR	Quercus rubra / Red Oak	B & B	2.5"Cal	50
	TG	Tilia cordata 'Greenspire' / Greenspire Littleleaf Linden	B & B	2.5"Cal	41

PLANT_SCHEDULE

DECIDUOUS SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
	AA	Aronia arbutifolia 'Brilliantissima' / Brilliant Red Chokeberry	#5	Min. 24"–36"	49
	CB3	Cephalanthus occidentalis 'Bailoptics' TM / Fiber Optics Buttonbush	#5	Min. 24"–36"	43
	CB	Cornus baileyi / Bailey's Red-twig Dogwood	#5	Min. 36" tall	79
	CA	Cornus sericea 'Alleman's Compact' / Dwarf Red Twig Dogwood	#5	Min. 36" tall	26
	DB	Daphne x burkwoodii 'Carol Mackie' / Carol Mackie Daphne	#5	Min. 36" tall	12
	SL	Diervilla lonicera 'Jewel' / Jewell Bush Honeysuckle	#3	Min. 12"–24"	6
	HL	Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea	#3	Min. 12"–24"	67
	HQ	Hydrangea paniculata 'Little Quick Fire' / Little Quick Fire Hydrangea	#3	Min. 12"–24"	139
	PO	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark	#3	Min. 12"–24"	86
	VA	Viburnum dentatum 'Christam' TM / Blue Muffin Arrowwood Viburnum	#5	Min. 36" tall	17
	VR	Viburnum trilobum 'Red Wing' / Red Wing American Cranberrybush	#5	Min. 24"–36"	11
EVERGREEN SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	BG	Buxus x 'Green Velvet' / Green Velvet Boxwood	#3	Min. 12"–24"	61
	JO	Juniperus virginiana 'Grey Owl' / Grey Owl Eastern Redcedar	#3	Min. 24"–36"	55
	JH	Juniperus x pfitzeriana 'Hetzii' / Hetz Pfitzer Juniper	B & B	Min. 48" tall	62
	TS	Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae	B & B	Min. 6' tall	22
PERENNIALS & GRASSES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	AS	Allium x 'Summer Beauty' / Summer Beauty Allium	#1	Min. 8"–18"	153
	CN	Calamintha nepeta 'Montrose White' / Montrose White Catmint	#1	Min. 8"–18"	118
	DG	Deschampsia cespitosa 'Goldtau' / Gold Dew Tufted Hair Grass	#1	Min. 8"–18"	35
	EP	Echinacea x 'CBG Cone 2' TM / Pixie Meadowbrite Purple Coneflower	#1	Min. 8"–18"	188
	HC	Heuchera x 'Citronelle' / Citronelle Yellow Coral Bells	#1	Min. 8"–18"	64
	PV	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	#1	Min. 8"–18"	168
	PN	Panicum virgatum 'Northwind' / Northwind Switch Grass	#1	Min 8"–18"	195
	SH	Sporobolus heterolepis 'Tara' / Prairie Dropseed	#1	Min. 8"–18"	67

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CLIENT:
JOHANSSEN FARMS, LLC.

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N51 W23563 LISBON ROAD
SUSSEX, WI 53089

PROJECT:
BELLA VISTA ESTATES RESIDENTIAL DEVELOPMENT

PROJECT LOCATION:
N67 W21805 MAIN STREET
MENOMONEE FALLS, WI 53051

PLAN MODIFICATIONS:

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4	05.01.23	Update per site adjustments
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Designed By: MA
Reviewed By: KB
Approved By:

SHEET TITLE:
LANDSCAPE PLANT SCHEDULE

SHEET NUMBER:
L2.1

JSD PROJECT NO: 22-11321

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EXHIBIT C

CONSERVATION EASEMENT AREA

CONSERVATION EASEMENT #1 LEGAL DESCRIPTION BELLA VISTA:

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 19, Town 8 North, Range 20 East, Village of Menomonee Falls, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of Said Section 19, Thence North 88°27'29" East along the North line of said Southwest 1/4 Section, 2043.60 feet to a point; Thence South 01°32'31" East 160.31 feet to the place of beginning of the lands hereinafter described.

Thence Easterly 35.61 feet along the arc of a curve whose center lies to the South, whose radius is 120.00 feet, whose central angle is 17°00'12" and whose chord bears South 63°04'12" East 35.48 feet to a point; Thence South 41°09'06" West 1018.71 feet to a point; Thence South 34°15'58" West 56.85 feet to a point; Thence South 48°39'18" West 82.62 feet to a point; Thence South 40°25'04" West 79.84 feet to a point; Thence South 33°23'12" West 82.13 feet to a point; Thence South 26°47'39" West 91.27 feet to a point; Thence South 10°04'21" West 40.01 feet to a point; Thence South 08°33'54" East 31.51 feet to a point; Thence South 26°39'32" East 20.79 feet to the South line of the North 1/2 of said Southwest 1/4; Thence South 88°29'16" West along said South line, 68.34 feet to a point; Thence North 20°24'14" East 160.51 feet to a point; Thence North 26°16'09" East 304.89 feet to a point; Thence North 16°19'13" East 120.80 feet to a point; Thence North 42°03'59" East 566.74 feet to a point; Thence North 55°24'22" East 397.98 feet to the point of beginning of this description.

Said Easement contains 143,993 Square Feet (or 3.3056 Acres) of land, more or less.

CONSERVATION EASEMENT #2 LEGAL DESCRIPTION BELLA VISTA:

Being a part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 19, Town 8 North, Range 20 East, Village of Menomonee Falls, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of Said Section 19, Thence South 88°23'48" West along the North line of said Southwest 1/4 Section, 1329.83 feet to a point on the East line of the West 1/2 of the Southeast 1/4 Section and the place of beginning of the lands hereinafter described.

Thence South 00°29'20" West along said East line, 529.58 feet to a point; Thence South 88°46'57" West 1598.68 feet to a point; Thence North 08°22'48" East 125.28 feet to a point; Thence South 53°00'46" East 40.57 feet to a point; Thence North 84°43'59" East 221.07 feet to a point on the West line of said Southeast 1/4 Section; Thence North 00°22'46" East along said West line, 342.16 feet to a point; Thence North 39°26'43" East 85.27 feet to a point on the North line of said Southeast 1/4 Section; Thence North 88°23'48" East along said North line, 1276.10 feet to the point of beginning of this description.

Said Easement contains 723,940 Square Feet (or 16.6194 Acres) of land, more or less.

CONSERVATION EASEMENT #3 LEGAL DESCRIPTION BELLA VISTA:

Being a part of the Southeast 1/4 of the Northwest 1/4 of Section 19, Town 8 North, Range 20 East, Village of Menomonee Falls, County of Waukesha, State of Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Said Section 19, Thence North 88°27'29" East along the South line of said Northwest 1/4 Section, 2276.20 feet to a point; Thence North 01°32'31" West 121.78 feet to the place of beginning of the lands hereinafter described.

Thence North 58°46'59" West 18.95 feet to a point; Thence North 33°07'11" East 104.51 feet to a point; Thence North 44°21'40" East 131.16 feet to a point; Thence North 55°28'38" East 143.21 feet to a point; Thence North 67°23'43" East 168.06 feet to a point on the East line of said Northwest 1/4 Section; Thence South 00°29'08" West along said East line, 72.79 feet to a point; Thence South 84°39'55" West 73.04 feet to a point; Thence South 75°30'20" West 71.49 feet to a point; Thence South 62°16'57" West 134.82 feet to a point; Thence South 45°43'59" West 125.82 feet to a point; Thence South 31°09'12" West 103.87 feet to the point of beginning of this description.

Said Easement contains 15,282 Square Feet (or 0.3508 Acres) of land, more or less.