

DOCUMENT NUMBER

PRESERVATION EASEMENT

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Karie Pope

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RACINE COUNTY
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LEGAL DESCRIPTION

Legal Description on Exhibit B to Preservation Easement

TAX KEY NUMBERS:

LOT 1 104-04-22-35-030-001	LOT 12 104-04-22-35-030-012
LOT 2 104-04-22-35-030-002	LOT 13 104-04-22-35-030-013
LOT 3 104-04-22-35-030-003	LOT 14 104-04-22-35-030-014
LOT 4 104-04-22-35-030-004	LOT 15 104-04-22-35-030-015
LOT 5 104-04-22-35-030-005	LOT 16 104-04-22-35-030-016
LOT 6 104-04-22-35-030-006	LOT 17 104-04-22-35-030-017
LOT 7 104-04-22-35-030-007	LOT 18 104-04-22-35-030-018
LOT 8 104-04-22-35-030-008	LOT 19 104-04-22-35-030-019
LOT 9 104-04-22-35-030-009	LOT 20 104-04-22-35-030-020
LOT 10 104-04-22-35-030-010	LOT 21 104-04-22-35-030-021
LOT 11 104-04-22-35-030-011	

RETURN TO:

Village of Caledonia
Attn: Village Clerk
5043 Chester Lane
Caledonia, WI 53402

PARCEL ID NUMBERS:

Prepared by:

Elaine S. Ekes
Pruitt, Ekes & Geary,
S.C.

PRESERVATION EASEMENT

This Preservation Easement ("Preservation Easement") is made by and between The Newport Group, LTD, a Wisconsin corporation ("Subdivider") and the Village of Caledonia, Wisconsin, a municipal corporation in Racine County, Wisconsin ("Village"). The Subdivider and Village are collectively referred to herein as the "Parties".

RECITALS

A. The Subdivider is the developer and owner of a subdivision project known as Homestead Acres Subdivision located in the Village ("Subdivision"). A copy of the Subdivision plat was recorded in the Office of the Racine County Register of Deeds on January 20, 2026, as Document Number 2719178 and is attached hereto as **Exhibit A** ("Plat").

B. Outlot 2 of the Plat is subject to this Preservation Easement and is legally described on **Exhibit B** attached hereto ("Easement Area").

C. As of the effective date of this Preservation Easement, the Subdivider is the fee simple title owner of the lands described in the Plat, including the Easement Area. An undivided 1/21st interest in Outlot 2 will be conveyed by the Subdivider upon the conveyance of each of the 21 lots of the Plat to the purchaser thereof (each a "Lot Owner" and collectively the "Lot Owners"). The ownership interest of each Lot Owner in Outlot 2 shall not be separated from the lot to which such undivided interest is appurtenant and shall be deemed to be conveyed and encumbered with such lot even if such undivided interest is not expressly mentioned or described in the conveyance document or other instrument.

D. Tri City National Bank holds a mortgage interest in the lands located within the Plat ("Mortgagee") and has subordinated its interest in the Easement Area to the rights of the Village as set forth in Paragraph 16.

E. Subdivider is willing to grant this Preservation Easement to the Village to protect environmentally sensitive areas and for the preservation of the common open space located within the Easement Area. The Easement Area will be maintained in accordance with the "Homestead Acres Open Space Stewardship Plan" prepared by Heartland Ecological Group dated September 5, 2025 ("Stewardship Plan"). The Stewardship Plan is attached hereto as **Exhibit C**.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Preservation Easement, and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, and pursuant to the laws of the State of Wisconsin, the Parties hereto grant and agree as follows:

1. Grant of Preservation Easement. The Subdivider does hereby freely give, grant, assign and convey to the Village a perpetual Preservation easement over the Easement Area as set forth herein. This Preservation Easement constitutes a servitude upon the land within the Easement Area and runs with said land. The rights conveyed by this

Preservation Easement are those reasonably required to carry out the purposes and uses of the Easement Area permitted herein.

2. Purposes and Uses. The purposes and uses of this Preservation Easement are: (a) to retain and protect the Easement Area, assuring its availability for wetland and upland common open space use; (b) to protect natural resources, maintain and enhance water quality; and (c) to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. The Easement Area shall be used only as expressly provided in this Preservation Easement and the Stewardship Plan.

3. Prohibited Uses. Any activity on or use of the Easement Area inconsistent with, or that adversely affects, the purposes of this Preservation Easement is prohibited.

4. Reserved Rights. Except as otherwise set forth herein, the Subdivider reserves all rights accruing from any ownership or interest Subdivider has in the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area. Notwithstanding the foregoing, Subdivider shall not exercise Subdivider's reserved rights in any manner that adversely effects, is likely to adversely affect or is inconsistent with this Preservation Easement or the Stewardship Plan.

5. Implementation and Management of Easement Area. The land consisting of Subdivision and the owners of that land are subject to the Homestead Acres Restrictive Covenants dated May 6, 2026, that were recorded with the Racine County Register of Deeds on May 7, 2026, as Document No. 2727253 ("Restrictive Covenants"). The Restrictive Covenants provide for the formation of the Homestead Acres Homeowners' Association ("Association") and that under certain conditions the Subdivider may turn control and management of the Subdivision over to the Association, and upon said turnover, Subdivider will be released and forever discharged from any obligation or liability under this Preservation Easement except for matters arising prior to the date of turnover.

a. During the period prior to the Subdivider turning control and management of the Subdivision over to the Association, the Subdivider shall be responsible for funding and implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan and otherwise maintain the Easement Area in accordance with this Preservation Easement. The Subdivider shall ensure that the Stewardship Plan has been implemented prior to turning control and management of the Subdivision over to the Association.

b. After control and management of the Subdivision has been turned over to the Association by the Subdivider, the Association, shall be responsible for funding and implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan and otherwise maintain the Easement Area in accordance with this Preservation Easement in place of the Subdivider.

c. The Easement Area shall be managed in accordance with all applicable Village ordinances, including, but not limited to, the Village ordinances regulating weeds and those sections regulating maintenance of drainage easements.

6. Additional Rights of the Village. To accomplish the purpose of this Preservation Easement, the following additional rights are conveyed to the Village by this Preservation Easement:

a. To enter upon the Easement Area at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Preservation Easement and the Stewardship Plan; provided that such entry shall be upon prior reasonable notice to the Subdivider, and shall not unreasonably interfere with the Subdivider's activities in the Easement Area; and

b. To investigate any activity on or use of the Easement Area that is inconsistent with the purposes of this Preservation Easement or that the Village reasonably believes may violate this Preservation Easement and require the remediation of such areas or features of the Easement Area that may be damaged by any inconsistent activity, use, or violation.

7. Enforcement of the Restrictions.

a. The Association shall enforce the purposes and uses of the Preservation Easement with respect to the Lot Owners to ensure that the Lot Owners do not violate these restrictions and covenants or encroach upon the Easement Area

b. Village Enforcement Rights. The Village and the Lot Owners (individually, one or more, or collectively) may, but are not obligated to, enforce the restrictions and covenants of this Preservation Easement.

c. Costs of Enforcement. If a violation of the restrictions and covenants of this Preservation Easement is proven in a court of law, any costs incurred by the enforcing party (whether it be the Village, Lot Owners or Association) in enforcing the terms of this Preservation Easement including, without limitation, costs of litigation and reasonable attorneys' fees, and any costs of restoration necessitated by any violation of this Preservation Easement shall be borne by the entity then responsible for control and management of the Easement Area whether that be the Subdivider or the Association ("Responsible Entity") or in the case of a violation by the Lot Owner(s), then the Lot Owner(s) shall bear such costs.

d. Acts Beyond Control of Responsible Entity. Nothing contained in this Preservation Easement shall be construed to entitle the Village to bring any action against the Responsible Entity for any injury to or change in the Easement Area resulting from causes beyond the control of the Responsible Entity, such as, fire, flood, storm, and earth movement, or from any prudent action taken by the Responsible Entity under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes. In the event of acts beyond the Responsible Entity's control, the area that is destroyed shall, to the extent practical, be restored pursuant to the Stewardship Plan at the cost of the Responsible Entity or with the written consent of the Village (which consent will not be unreasonably withheld), and the altered area may be managed for its remaining

natural ecological value pursuant to a revised stewardship plan that reflects the altered condition of the land.

8. Annual Assessment and Updating of the Stewardship Plan. The Stewardship Plan referenced in this Easement contains a requirement that the company implementing the Stewardship Plan shall conduct an annual assessment of the Easement Area to ensure compliance with this Easement and the Stewardship Plan. A written summary and timeline of each task outlined in the then current year's assessment as outlined in the Stewardship Plan shall be provided to the Village and the Homeowners Association. If needed, the Responsible Entity and the Village shall meet to review findings and develop plans for any corrective action required. Written notice of the completion of any corrective action needed shall be provided by the Responsible Entity to the Village. Beginning January 1, 2031, if the Village reasonably determines that the then existing Stewardship Plan needs to be re-evaluated and updated, it will notify the Responsible Entity. The Responsible Entity will thereafter hire a qualified ecological consultant that is acceptable to the Village and Homeowners Association to re-evaluate and update the Stewardship Plan. The updated Stewardship Plan shall be subject to the approval of the Homeowners Association which thereafter will be responsible for funding and implementation of the updated Stewardship Plan and management of the Easement Area in accordance with the updated Stewardship Plan. Provided, however, beginning on January 1, 2031, the Responsible Entity shall not be required by the Village to reevaluate and update the Stewardship Plan more than once during any five-year period.

In the event the Village does not notify the Responsible Entity of any reevaluation needed, the Responsible Entity shall continue to protect and maintain the Easement area consistent with the existing Stewardship Plan. The Responsible Entity may contract with the company that implemented the initial Stewardship Plan to extend or renew the Stewardship Plan with the same goal and purpose of protecting and enhancing the Easement Area. A copy of any extension or renewal agreement shall be provided to the Village by the Responsible Entity.

9. Public Access. No right of access by the general public to any portion of the Easement Area is conveyed by this Preservation Easement.

10. Agreement Runs with the Land. This Preservation Easement and the provisions hereof shall be covenants running with the land and shall be binding on the present fee simple owners of the Subdivision for so long as they own any lot in the Subdivision, and upon their successors and assigns, except that this Preservation Easement shall no longer be binding upon the Subdivider after control and management of the Subdivision has been turned over to the Association as described in Section 5 above. It is hereby acknowledged that the covenants contained herein shall constitute a servitude upon the Easement Area and shall run with the land in perpetuity. A party's rights and obligations under this Preservation Easement terminate upon transfer of the party's interest in any lot in the Subdivision. The Village and any Lot Owner shall have the right to rerecord a copy of this Preservation Easement at any time, indicating as such that it is a true and correct copy of the original Preservation Easement.

11. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other party shall be in writing and either served personally or sent by certified mail, return receipt requested, addressed as set forth below or to such other address as the other party from time to time shall designate by written notice:

Village:
Clerk/Treasurer
Village of Caledonia
5043 Chester Lane
Caledonia, Wisconsin 53402
262-835-6414

Subdivider:
The Newport Group, LTD
8338 Corporate Drive, Ste. 300
Racine, Wisconsin 53406
262-898-7777

After control and management of the Subdivision has been turned over to the Association by the Subdivider, written notice of that change shall be provided by the Subdivider to the Village and the Association will provide an address for notices to the Village in writing.

12. Severability. If any provision of this Preservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Preservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. Amendment and Modification. This Preservation Easement and the Stewardship Plan may be amended, modified and supplemented only by written agreement of the Village and the Responsible Entity or their successors or assigns, provided that any such amendment shall not diminish the purposes of this Preservation Easement or affect its perpetual duration.

14. Entire Agreement. This Preservation Easement sets forth the entire agreement and understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior and current agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Parties or any officers, employees or representatives of either of the Parties.

15. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, corporation or entity, other than the Parties and their successors and assigns, and the Lot Owners (individually, one or more, or collectively), any rights or remedies under or by reason of this Preservation Easement. There are no other third-party beneficiaries to this Preservation Easement.

16. Subordination. The Mortgagee joins in this Preservation Easement for the sole purpose of consenting to and subordinating its interest to the rights of the Village hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Preservation Easement as of the 27 day of January, 2026.

THE NEWPORT GROUP, LTD

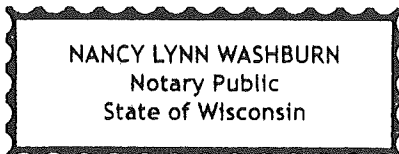
By: _____

Raymond C. Leffler, President

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 12th day of May, 2026, Raymond C. Leffler, President of The Newport Group, LTD, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Nancy Lynn Washburn
Notary Public, State of Wisconsin
My commission expires: 3-8-2027
Nancy Lynn Washburn



3-25-2026

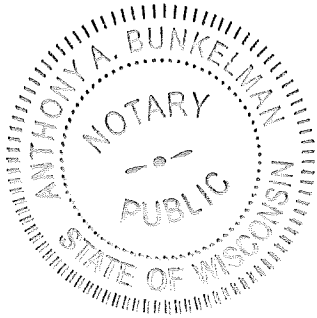
VILLAGE OF CALEDONIA

By: Thomas B Weatherston
Tom Weatherston, President

Attest: Jennifer Bass
Jennifer Bass, Clerk/Treasurer

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 13th day of May, 2026, Tom Weatherston, President and Jennifer Bass, Clerk/Treasurer of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said village.



Anthony A. Bunkelman
Notary Public, State of Wisconsin
My commission expires: July 26, 2027

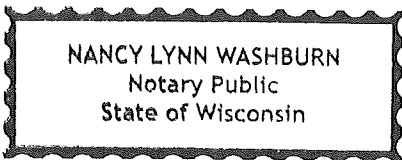
1-7-2026

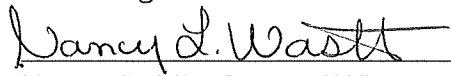
TRI CITY NATIONAL BANK

By: 
John Kaldem, Senior Vice-President

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this 27th day of January, 2026, John Kaldem, Senior Vice-President of Tri City National Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same as the act and deed of said corporation.




Notary Public, State of Wisconsin
My commission expires: 3-8-2027

This instrument was drafted by: Attorney Joseph J. Muratore on behalf of The Newport Group, LTD.

EXHIBITS

- Exhibit A Plat
- Exhibit B Legal Description of Easement Area
- Exhibit D Stewardship Plan

EXHIBIT B TO PRESERVATION EASEMENT

Legal Description:

Outlot 2 of Homestead Acres being a part of Certified Survey Map No. 2673, in the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

EXHIBIT C TO PRESERVATION EASEMENT



Open Space Stewardship Plan

Homestead Acres

Village of Caledonia, Racine County, Wisconsin

September 5, 2025

Project Number: 20241375

Homestead Acres

Village of Caledonia, Racine County, Wisconsin

September 5, 2025

Prepared for:

Ms. Nancy Washburn

Newport Group, Ltd.

8338 Corporate Drive

Mount Pleasant, WI 53406

nancylynnwashburn@gmail.com

Prepared by:

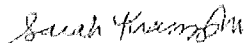
Heartland Ecological Group, Inc.

506 Springdale Street

Mount Horeb, WI 53572

608-490-2450

www.heartlandecological.com



Prepared by: Sarah Kraszewski, PWS
Senior Ecologist



Reviewed by: Eric C. Parker, SPWS
Principal Scientist

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Appendix A | Figures

Appendix B | Homestead Acres Plat (Pinnacle Engineering)

Appendix C | Wetland Seed Mix



1.0 Introduction

Homestead Acres (the "Development") is a residential subdivision development that is located southwest of the intersection of Dunkelow Road and Fenceline Road, in Section 35, T4N, R22E, Village of Caledonia, Racine County, WI (Figure 1, Appendix A). The proposed current phase of the development will contain 21 residential lots and two outlot areas, as depicted on the Plat (Appendix B) and Figure 2 (Appendix A).

The Village of Caledonia ("Village") has required the creation of a stewardship plan for the maintenance of open spaces in Outlot 2 for the Development. Heartland Ecological Group, Inc. ("Heartland") has prepared this Open Space Stewardship Plan on behalf of Newport Group, Ltd. (the "Developer"). The focus of this Plan is Outlot 2 which is approximately 5.14 acres and will be designated open space at the Development. The existing condition of the outlot includes upland agricultural land and wetland associated with a ditch/intermittent waterway. Upland areas in the outlot will be maintained for stormwater management purposes and as maintained turf by the Homeowners Association ("HOA") and existing wetland areas will be preserved and enhanced. This Plan includes a description of ownership and responsibilities, narrative of existing conditions, proposed preservation and enhancement goals for the wetland, site preparation and implementation measures for wetland enhancement, 3-year wetland maintenance plan, recommended long-term maintenance measures, seed mix for wetland enhancement areas, maintenance of the stormwater and turf areas, and a figure depicting open space areas covered by this Plan.

2.0 Ownership and Responsibilities

The Developer will be responsible for measures listed in this Plan during the Site Preparation and Implementation Stage and for following the wetland preservation restrictions listed on the Plat (Appendix B) during the period when the Developer is in control of the HOA. The HOA, and its successors and assigns will be responsible for the continued maintenance of the open space of the Development, including the Establishment and Long-Term Management Stages and following the wetland preservation restrictions listed on the Plat (Appendix B) after the Developer is no longer in control of the HOA. Individual lot owners are subject to the common support of maintenance and management activities by the HOA.



It is recommended that the Developer and the HOA contract qualified ecological contractors for wetland enhancement activities and contract landscapers for maintenance of the stormwater facilities and turf areas. Herbicide treatments shall be conducted by trained and licensed professionals.

The Developer and HOA are responsible for adhering to any bylaws, Declaration of Covenants, conditions, restrictions, maintenance agreements, etc. for this Development when implementing this Plan. This Plan shall be submitted to the Village for approval.

3.0 Existing Conditions

The immediate surrounding landscape of the Development consists primarily of residential development and agricultural lands. Heartland completed an assured wetland delineation within the Development on October 10, 2024. One (1) wetland area was delineated and one (1) intermittent unnamed tributary to Hoods Creek was identified along the southern portion of the Development (Figure 2, Appendix A). The intermittent tributary appears to originate as an agricultural ditch less than one mile to the west of the Development.

The wetland was described as a complex of wet meadow and shrub carr wetland communities that was overall low quality due to impacts from agricultural land use and encroachment by invasive species. The herbaceous layer was dominated by reed canary grass (*Phalaris arundinacea*), an invasive grass. Other invasive species observed included narrow-leaved cattail (*Typha angustifolia*). Native wetland species recorded included white panicle aster (*Symphyotrichum lanceolatum*), Bebb's sedge (*Carex bebbii*), cinnamon willow-herb (*Epilobium coloratum*), and swamp milkweed (*Asclepias incarnata*). Shrub carr areas contained a mix of native shrubs and tree saplings including sandbar willow (*Salix interior*), peachleaf willow (*Salix amygdaloides*), and silver maple (*Acer saccharinum*) over an herbaceous layer primarily dominated by reed canary grass.

Areas that were not delineated as wetland within the Development consisted of an agricultural field that was planted to soybeans in 2024. Further descriptions of the wetland and adjacent agricultural lands can be found in the Assured Wetland Delineation Report dated January 28, 2025 (Heartland).



4.0 Wetland Preservation and Enhancement

4.1 Goals

As discussed in section 3.0, the wetland within the Development is low in quality, degraded by historic and current adjacent agricultural land use, and lacks connectivity to high quality natural areas. The presence of the ditch/intermittent waterway within the wetland will provide continual inputs of stormwater and invasive species seed. The wetland will be enhanced as practicable but restoring the wetland to a high quality plant community would take considerable resources and would not be sustainable in the long-term without extensive maintenance. Wetland enhancement shall focus on an approximately 50-ft wide area extending inside the northern wetland perimeter, as depicted on Figure 3 (Appendix A). The wetland enhancement area totals approximately 1.35 acres. All wetland areas within the Development will be preserved. The goals for wetland preservation and enhancement within the open space areas of the Development are as follows:

- Preserve the existing wetland to provide flood and water quality protection functions.
- Reduce invasive species within the wetland, as practicable, and minimize the introduction or spread of new invasive species.
- Enhance floristic quality and pollinator habitat by installing a native wetland seed mix within a 50-ft wide buffer (Wetland Enhancement Area) inside the northern wetland perimeter.

4.2 Site Preparation and Implementation

The site preparation, implementation, and maintenance schedule is summarized in Table 1.

Seedbed Preparation

Conduct herbicide treatments within the wetland enhancement area to target reed canary grass, cattail, and other persistent invasive species over three events during the growing season prior to native seed installation. Estimated timing for treatments is late April/early May, mid to late May, and September. Herbicide may be applied with backpack sprayers or UTV/ATV-mounted pistol sprayers. Areas of native vegetation shall be avoided, as feasible. If there is not sufficient native vegetation (approximately 20% relative cover) to protect, the entire wetland enhancement area may be boom sprayed to remove existing vegetation. Herbicide shall consist of an aquatic approved glyphosate formulation.



Conduct a prescribed burn of the wetland from the northern perimeter to the top of bank of the ditch/intermittent waterway. The purpose of the prescribed burn is to remove existing vegetation thatch which will facilitate efficient herbicide treatments and improve seed to soil contact for the native seed. The ecological restoration contractor shall prepare a burn plan that describes the burn units, goals, locations of burn breaks, hazards, required notifications, weather parameters, equipment and burn crew requirements, and maps. Burn breaks will be installed prior, as needed, and may consist of field edge or mowed breaks around the burn unit perimeters. Burning shall be conducted in accordance with Village regulations. The prescribed burn should be conducted during the spring or fall burn season prior to native seed installation, as feasible based on site and weather conditions.

Native Seed Installation

A Wetland Seed Mix designed for the Development is provided in Appendix C. The seed mix contains native wetland grasses, sedges, rushes, and forbs that will enhance floristic diversity of the wetland and provide competition for reed canary grass.

Native seed mixes should be obtained from a reputable native plant nursery that can provide species with local genotype. Seed should be installed during the spring, fall, or frost native seeding windows which are typically from April 1-June 15, October 31-frozen ground, and early winter before snowfall or during snow free periods until spring, respectively, after one growing season of invasive species treatment. Seed should be installed with an appropriate temporary cover crop (i.e., oats, winter wheat, and/or annual rye) based on the time of year. Native seed can be installed with native seed drills, drop seeders, broadcast seeders, and/or hand-broadcast depending on site conditions and constraints.

4.3 3-Year Maintenance Plan

Establishment/short-term maintenance should be conducted within the wetland enhancement area for three (3) growing seasons after native seed installation to support the establishment of native species and reduce invasive species. Target invasive species shall include all species listed as Restricted or Prohibited under the Wisconsin Invasive Species Rule (Wis. Admin. Code NR 40) and reed canary grass. Because the wetland is currently dominated by invasive species, specifically reed canary grass, invasive species management goals within the remainder of the wetland preservation area within the Development will be to control new invasive species, minimize the spread of existing



invasive species, and reduce the abundance of existing invasive species where practical and where there is the best public or ecological benefit.

Mowing and spot spray herbicide treatments are anticipated to be the primary management strategies to reduce invasive species and foster native species establishment within the wetland enhancement area. An adaptive management approach should be used whereby observations made during and after management activities by the management crews guide the tasks and timing of the next management event.

Mechanical mowing with a tractor or UTV-mounted mower should be used to reduce weed competition, reduce weed seed production, and to increase surface light levels to allow for the germination of native seeds within the wetland enhancement area. Wetland areas susceptible to rutting due to wet ground conditions should be avoided or mowed with handheld trimmers. Mowing shall be timed when weed species are in later bud stage/flower and prior to seed maturation. Vegetation should be cut to a minimum height of approximately 6-8 inches during the first year of establishment and then to a height of 10-12 inches in the second and third year of establishment as needed. Selective mechanical mowing or mowing with handheld brush-saws shall be used on an as-needed basis once the native vegetation is established to reduce select patches of annual or biennial weeds as well as reduce seed production by perennial weeds.

Herbicide treatments should be used to control target invasive species. The appropriate herbicide, application methodology, and timing should be selected to achieve the most effective control of the target species. Spot treatments with backpack sprayers should be used, as possible, to minimize off-target damage. Aquatic-approved herbicides should be applied in areas that may have standing water or where the herbicide may come in contact with surface water.

4.4 Recommended Long-Term Management

Long-term management should occur after the three-year establishment period. The goal of long-term management is to maintain the native plant diversity and habitat values of the restored wetland enhancement area and to manage new or spreading invasive species within the remainder of the wetland preservation area of the Development. It is recommended that annual monitoring be conducted by the HOA to identify management needs or restoration concerns such as erosion, incompatible land use by homeowners or



adjacent property owners, or new or spreading invasive species that pose a threat to the health of the wetland. Long-term management strategies may include mowing, herbicide treatments, supplemental seeding, prescribed burning, and erosion control.

Table 1. Preparation, Establishment, and Long-Term Management Schedule for the Wetland

Stage	Task	Timing
Site Preparation and Implementation: Year 0	Conduct prescribed burn of wetland up to the northern bank of the ditch/waterway.	Spring or fall burn windows before native seeding, dependent on site and weather conditions
	Herbicide treatment to target invasive species within wetland enhancement area.	3 events: late April/early May, May, and September
	Install wetland seed mix within wetland enhancement area.	Nov./Dec. after growing season of herbicide treatments (preferred)
Establishment: Year 1-3	Spot spray herbicide treatment to target invasive species within wetland enhancement area.	2 events: late April/early May and May
	Management mow or spot mow native seeding areas, as feasible, within wetland enhancement area.	1-2 events: June and July/August, as feasible
Long-Term Management	Monitor for incompatible land use and concerns, scout for new or spreading invasive species, develop management recommendations for wetland areas within the Development.	Annually
	Control new or spreading persistent invasive species within wetland areas of the Development.	As needed

5.0 Upland Open Space

Upland areas within Outlot 2 will be maintained for stormwater retention purposes and/or maintained as turf. A site-appropriate turf grass seed mix will be installed within these areas following final grading. The turf will be mulched, fertilized, and watered as needed for establishment. Overseeding will occur in areas with poor seed establishment. The turf will be maintained by regular mowing.

6.0 Conclusion

Heartland prepared this Open Space Stewardship Plan for Outlot 1 of Homestead Acres on behalf of Newport Group, Ltd. The Development is located in the Village of Caledonia,



Racine County, Wisconsin. The purpose of this plan is to guide the implementation and management of the open spaces which will consist of preserved and enhanced wetlands as well as stormwater facilities and turf areas within the uplands. The Developer will be responsible for the initial construction and implementation of the open space components, including the Site Preparation and Implementation Stage described within this Plan. A homeowner's association will ultimately be responsible for the maintenance and long-term management of the open spaces, including the Establishment and Long-Term Management Stages described within this Plan.

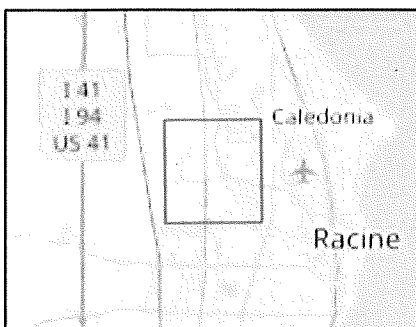


Appendix A | Figures

Figure 1. Project Location

Figure 2. Existing Conditions

Figure 3. Open Space Stewardship Plan



- Project Area (18.38 ac)
- Township
- Section

0 1,000 2,000
Feet

Heartland
ECOLOGICAL GROUP INC

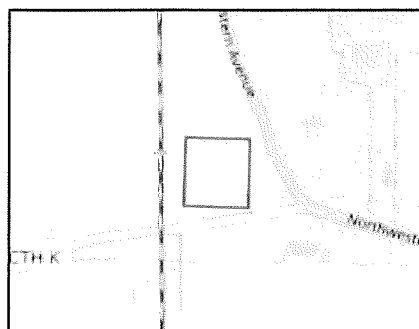
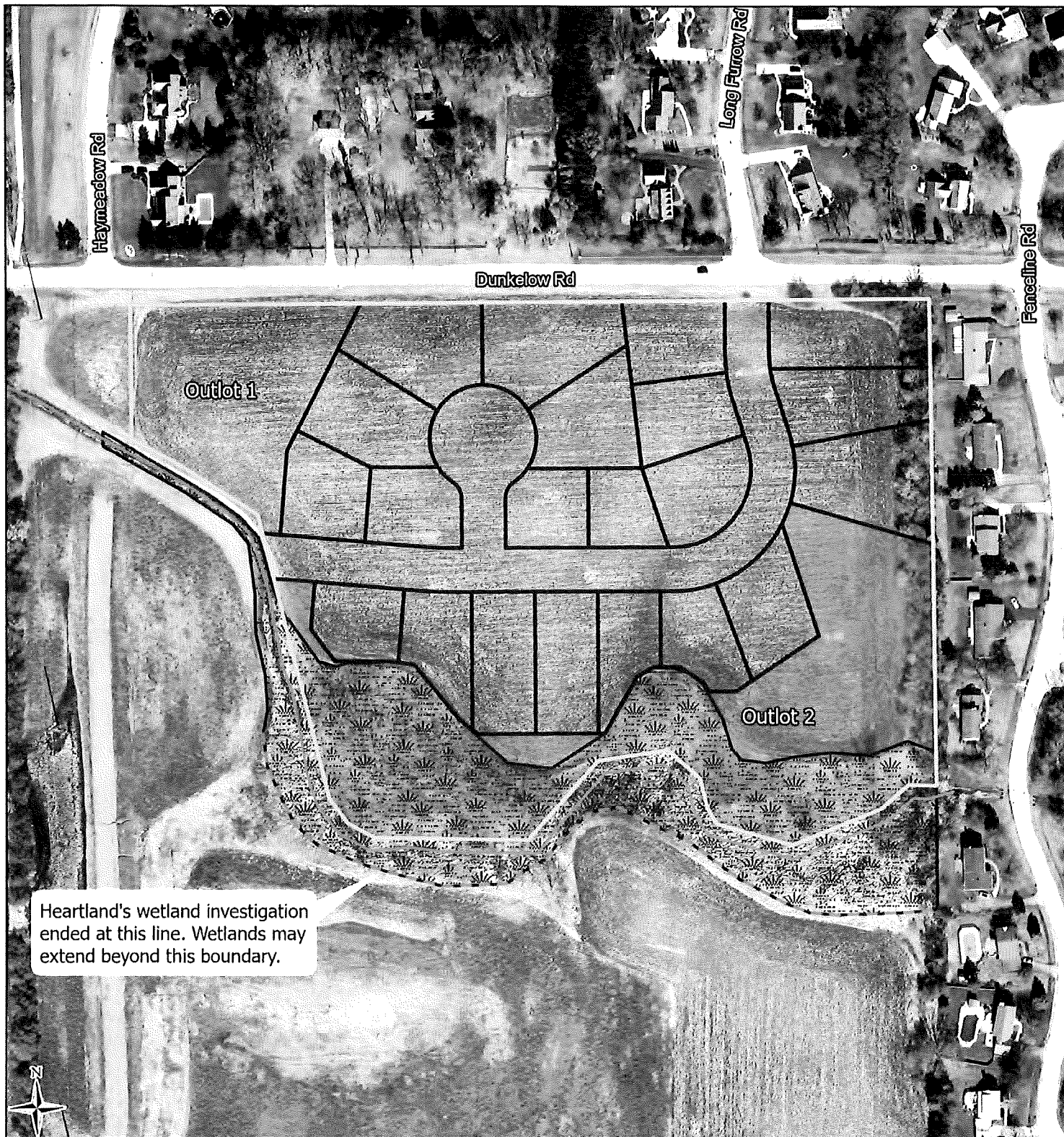
Figure 1. Project Location

Homestead Acres Wetlands
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

OpenStreetMap
ESRI

LRR: MW

Figure Created: 4/4/2025



- Project Area (18.38 ac)
- Outlot 2 (5.14 ac)
- Approximate Project Plat
- Unnamed Waterway
- Field Delineated Wetlands (5.49 ac)
- Approximate Wetland Boundary

0 200 Ft

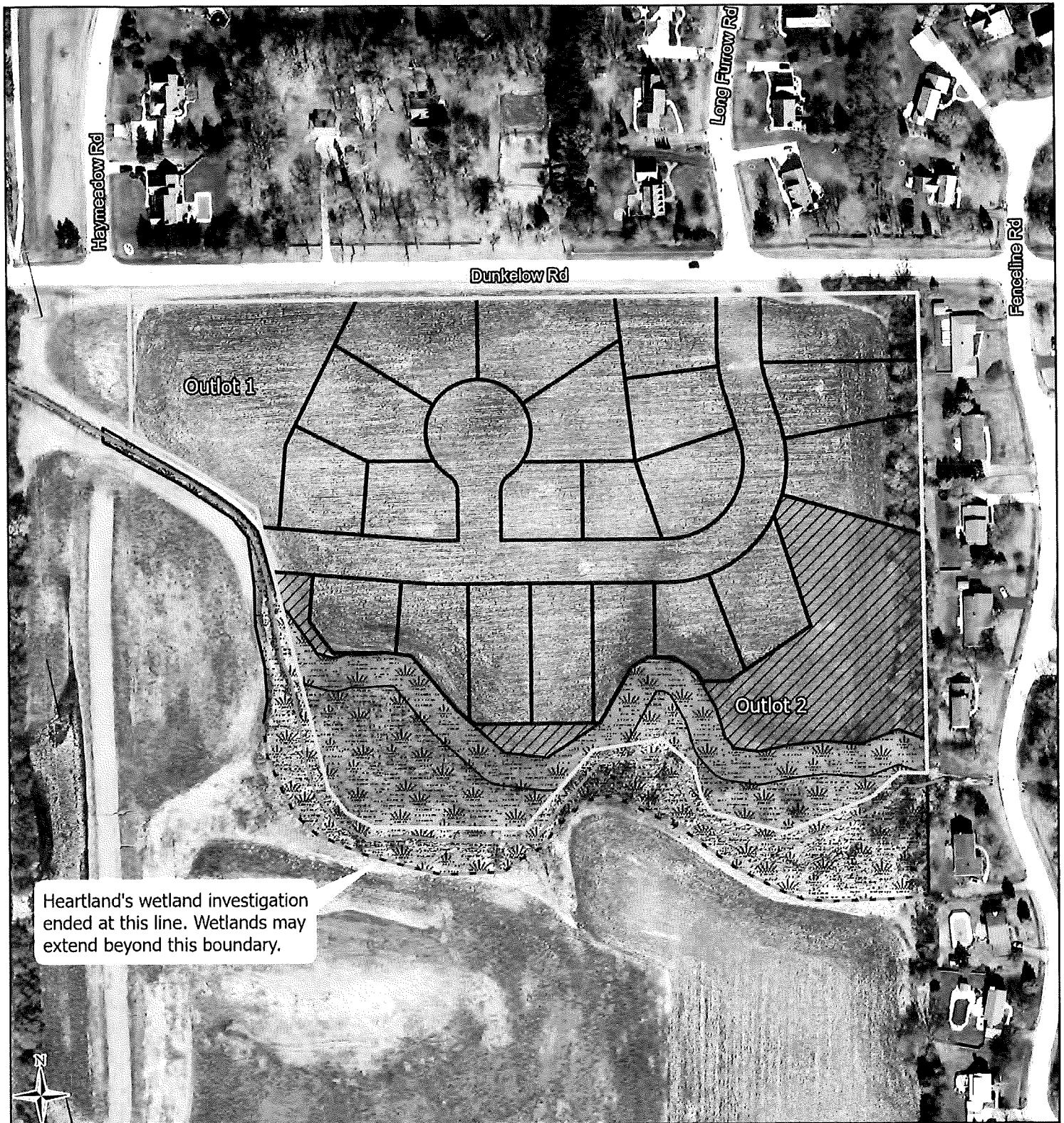
Heartland
ECOLOGICAL GROUP INC

Figure 2. Existing Conditions

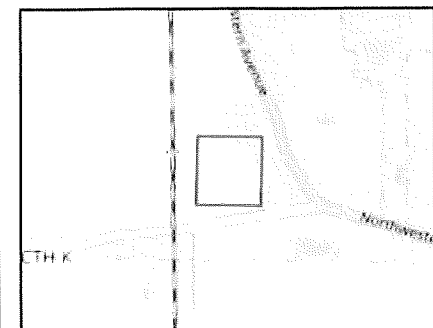
Homestead Acres
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

2024 Orthophoto
Racine Co, HEG
LRR: MW

Figure Created: 8/28/2025



Heartland's wetland investigation ended at this line. Wetlands may extend beyond this boundary.



- Project Area (18.38 ac)
- Outlot 2 (5.14 ac)
- Approximate Project Plat
- Unnamed Waterway
- Field Delineated Wetlands (5.49 ac)
- Approximate Wetland Boundary
- Wetland Enhancement Area (1.35 ac)
- Stormwater Retention and Turf (2.17 ac)



Heartland
ECOLOGICAL GROUP INC

Figure 3. Open Space Stewardship Plan

Homestead Acres
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

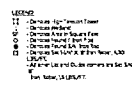
2024 Orthophoto
Racine Co, HEG
LRR: MW
Figure Created: 8/28/2025



Homestead Acres
Project #: 20241375
September 5, 2025

Appendix B | Homestead Acres Plat (Pinnacle Engineering)

Being a part of Lot 1 of Certified Survey Map No. 2673, in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 4 North, Range 22 East, V8age of Caledonia, Racine County, Wisconsin.



LINE TABLE		
LINE NO.	READING	DISTANCE
1	5.65E+12	78.16
2	5.64E+12	12.17
3	5.63E+12	170.33
4	5.62E+12	18.22
5	5.61E+12	67.43
6	5.60E+12	115.6
7	5.59E+12	72.58
8	5.58E+12	17.58
9	5.57E+12	68.18
10	5.56E+12	103.62
11	5.55E+12	67.79
12	5.54E+12	132.88
13	5.53E+12	69.49
14	5.52E+12	103.89
15	5.51E+12	28.23
16	5.50E+12	34.72
17	5.49E+12	68.78
18	5.48E+12	42.58
19	5.47E+12	67.79
20	5.46E+12	115.6
21	5.45E+12	132.88
22	5.44E+12	33.27
23	5.43E+12	67.79
24	5.42E+12	18.22
25	5.41E+12	72.58

[illegible][illegible]

This instrument drafted by Jesse Zlotowski, PLS-Registration No. 5-3094
PINNACLE ENGINEERING GROUP

PINNACLE ENGINEERING GROUP

There are no objections to this plat with respect to
 Sacs 236 15, 236 16, 236 20 and 236 21(1) and (2).
 Wis State as provided by s. 236 12, Wis State

Certified _____, 20____

Deputy Clerk of A District Court

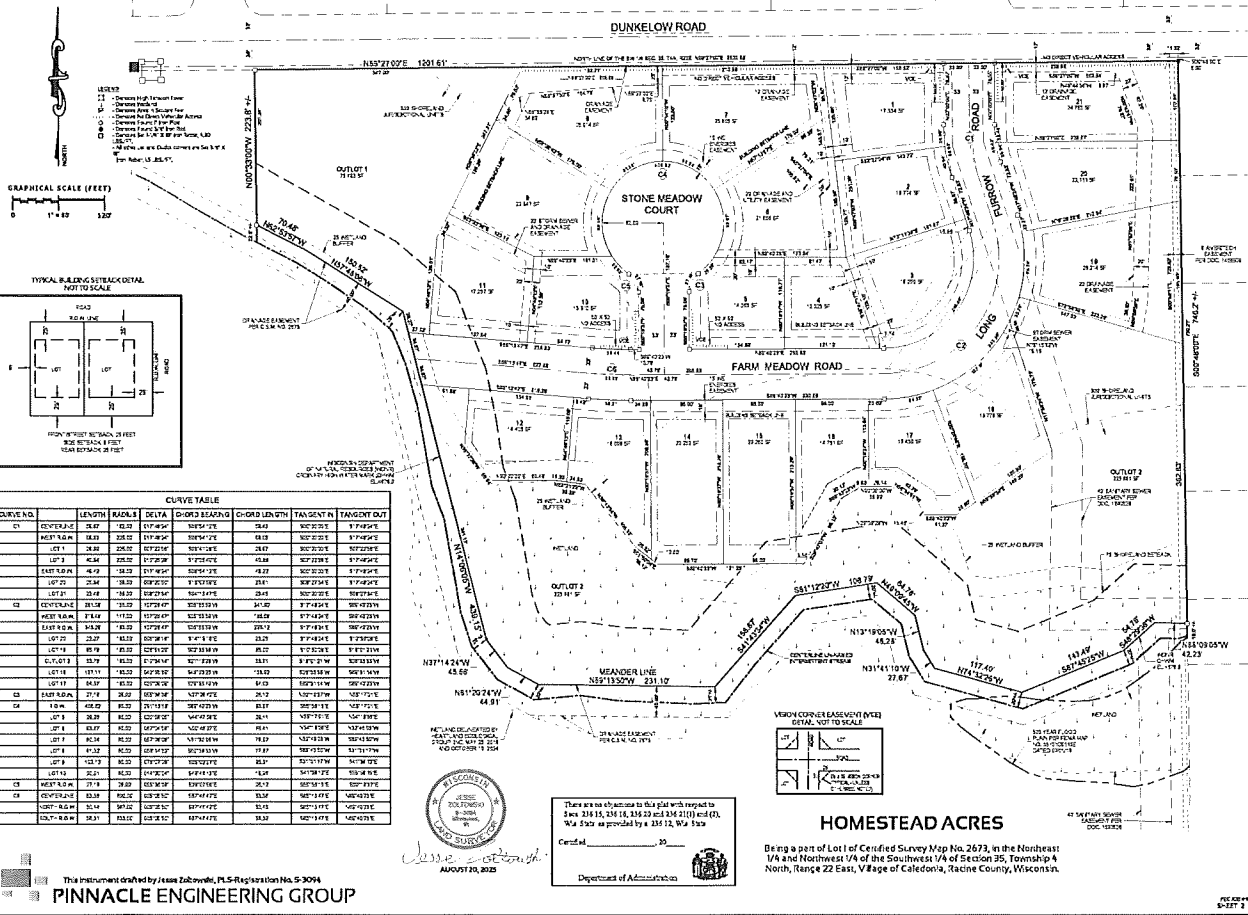


LEGEND

- T = Campanile - Campanile Tower
- D = Campanile Pedestal
- SF = Campanile Area in Square Feet
- O = Campanile Foundry (Foot Pail)
- B = Campanile Foundry S.A. Iron Box
- E = Campanile San Marco S. M. Iron Boxer, A.D.

L.P.S./M.T.
All other List and Order numbers are Set S.M.
Iron, Nylon, L.P.S./M.T.

[illegible]





Appendix C | Wetland Seed Mix

Table 1. Wetland Seed Mix

Nomenclature		Seed Metrics		
		Oz/Acre	Seeds/ft ²	% Mix by No. Seeds
Scientific Name	Common Name			
Grasses, Sedges, Rushes				
<i>Andropogon gerardii</i>	Big Bluestem	6.0	1.4	1.33
<i>Calamagrostis canadensis</i>	Blue Joint Grass	0.5	3.2	3.11
<i>Carex bebbii</i>	Bebb's Oval Sedge	2.0	1.6	1.51
<i>Carex comosa</i>	Bottlebrush Sedge	1.0	0.7	0.67
<i>Carex molesta</i>	Field Oval Sedge	3.0	1.7	1.66
<i>Carex stipata</i>	Common Fox Sedge	2.5	2.0	1.89
<i>Carex vulpinoidea</i>	Brown Fox Sedge	5.0	11.5	11.09
<i>Elymus virginicus</i>	Virginia Wild Rye	40.0	3.9	3.73
<i>Juncus dudleyi</i>	Dudley's Rush	0.2	14.7	14.2
<i>Juncus effusus</i>	Common Rush	0.5	11.5	11.09
<i>Schoenoplectus tabernaemontani</i>	Softstem Bulrush	1.5	1.1	1.03
<i>Scirpus atrovirens</i>	Dark-green Bulrush	1.3	13.2	12.76
<i>Scirpus cyperinus</i>	Wool Grass	0.3	11.7	11.31
<i>Spartina pectinata</i>	Prairie Cord Grass	2.0	0.3	0.29
Forbs				
<i>Asclepias incarnata</i>	Swamp Milkweed	1.0	0.1	0.11
<i>Asclepias syriaca</i>	Common Milkweed	1.0	0.1	0.09
<i>Bidens cernua</i>	Nodding Bur Marigold	2.0	1.0	0.93
<i>Eupatorium perfoliatum</i>	Boneset	0.5	1.8	1.77
<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	0.5	4.0	3.88
<i>Eutrochium maculatum</i>	Joe Pye Weed	0.5	1.1	1.05
<i>Helenium autumnale</i>	Sneezeweed	1.0	3.0	2.88
<i>Helianthus grosseserratus</i>	Saw-tooth Sunflower	1.5	0.5	0.50
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.5	2.5	2.44
<i>Symphyotrichum lanceolatum</i>	Panicled Aster	0.5	1.8	1.73
<i>Symphyotrichum novae-angliae</i>	New England Aster	0.3	0.5	0.44
<i>Verbena hastata</i>	Blue Vervain	4.0	8.5	8.25
<i>Zizia aurea</i>	Golden Alexanders	1.0	0.3	0.24

Diversity and Density Metrics

Plant Type	Species Richness	Total Oz/Acre	Total Seeds/ft ²	% Mix by No. Seeds
Grasses, Sedges, Rushes	14	65.8	78	75.7
Forbs	13	14.3	25	24.3
Totals	27	80.1	103	100.0