



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Edward Kranick
Christie Dionisopoulos
Steve Michels
Joe Woelfle
Clerk/Treasurer
Dan Green

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, OCTOBER 12, 2021 6:30 PM

DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the Agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
 - A. September 28, 2021, Town Board Minutes
6. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2021 budget
 - B. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action)
 - A. Waste Hauler Services – Waukesha County RFP process (Discussion only)
 - B. Town's Association District Meeting – Wednesday, October 27, 2021
8. Unfinished Business - None
9. New Business
 - A. Discussion and possible action on the approval of a Certified Survey Map to create three parcels of land located at W334 S828 Cushing Park Road for John and Theresa Singer.
 - B. Jon Spheeris, developer, The Retreat subdivision, Re: Consideration and possible action on the approval of the Final Plat for The Retreat.
 - C. Discussion and possible action on the adoption of Resolution 21-650, a resolution to define the ward map for the Town of Delafield.
 - D. Discussion and possible action on the approval of the sale of land through a quit claim deed to John and Julie Kita for the property located on Hillcrest Drive, tax key DELT 0773.980, contingent on the filing of a deed restriction.
 - E. Discussion and possible action on the audit proposal from Retroff Jeanson, S.C. for the 2021 financial audit.
10. Announcements and Planning items
 - A. Town Board – Tuesday, October 26, 2021 @ 6:30 PM
 - B. Plan Commission – Tuesday, November 2, 2021 @ 6:30 PM

C. Budget Public Hearing – Tuesday, November 16, 2021 @ 5:30 PM

D. Town Board of Electors – Tuesday, November 16, 2021, immediately following budget public hearing

11. Adjournment



Dan Green
Town of Delafield Clerk/Treasurer

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Town Clerk Dan Green (262) 646-2398.

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
SEPTEMBER 28, 2021 @ 6:30 PM**

Video Link: <https://www.youtube.com/watch?v=KNtcZ1xte0s>

First order of business: Call to Order
Chairman Troy called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Roll Call
Present: Chairman Troy, Supervisor Dionisopoulos, Supervisor Kranick, Supervisor Woelfle and Supervisor Michels. Also, present was Administrator Dan Green.

Fourth order of business: Citizen Comments: None

Fifth order of business:

- A. Approval of September 14, 2021, Town Board Minutes

Motion by Supervisor Michels to approve the minutes from September 14, 2021. Seconded by Supervisor Dionisopoulos. Motion passed 5-0.

Sixth order of Business: Action on vouchers submitted for payment:

- A. Report on budget sub-accounts and action to amend 2021 budget
B. 1) Accounts payable; 2) Payroll

Motion by Supervisor Kranick to approve payment of #65016-#65019 and #65022-#65045 in the amount of \$32,125.13, and payrolls dated October 1, 2021, in the amount of \$13,693.73. Seconded by Supervisor Dionisopoulos. Motion passed 5-0.

Seventh order of Business: Communications (*for discussion and possible action*) - None

- A. Waste Hauler Services

Administrator Green explained there was a meeting on September 27th with Waukesha County to discuss the proposals that were submitted. There were 3 companies that bid on up the drive garbage services, including Waste Management, GFL and Badgerland. Staff is currently going through the scoring process of each proposal, and sending their results back to Waukesha County. The municipalities will then decide if they want to interview each vendor or have enough information for municipalities to begin negotiating with each contractor. The next meeting with Waukesha County will be Monday, October 11th.

- B. I-94 Construction Project

Administrator Green stated he included the presentation from the DOT in the packet. The project is not scheduled to begin for another 4 years, but may begin sooner depending on the fiscal position of the DOT, over the next couple of years. This project will extend from HWY 16 interchange in Waukesha, to the HWY 83 interchange.

- C. City of Delafield Economic Development Land Use Focus Project

Administrator Green stated that all the information on this project can be found at www.delafieldgrowth.com. This plan includes two parcels that are adjacent to Town property. The first proposed is multifamily housing focused on the east side of HWY 83, just north of Elmbrook Church. The other is directly across the street from Town Hall and the Fire Station on Maple Avenue. The board expressed concerns with both proposals from the focus project, including the density and the proximity to the fire station.

Eighth order of Business: Unfinished Business: NONE

Ninth order of Business: New Business:

- A. Discussion and possible action on a temporary Class "B" Licenses to St. Anthony on the Lake School Committee for Mostaccioli Madness event on November 13, 2021.

Motion by Supervisor Kranick to approve a temporary Class "B" Licenses to St. Anthony on the Lake School Committee for Mostaccioli Madness event on November 13, 2021, Seconded by Supervisor Dionisopoulos. Motion passed 5-0.

- B. Discussion and possible action on a letter of credit reduction for Retreat Development LLC, for the Retreat subdivision in the amount of \$84,629.10.

Motion by Supervisor Kranick to approve a letter of credit reduction for Retreat Development LLC, for the Retreat subdivision in the amount of \$84,629.10. Seconded by Supervisor Woelfle. Motion passed 5-0.

- C. Discussion and possible action on the redistricting ward map for the Town of Delafield.

Administrator Green gave an update on the changes in the ward map from what is current, to being proposed. The current map has one ward that is over 1,000 in population. Each Ward should be under 1,000, so portions of Wards 3 will transfer to Ward 4, to put the Town in compliance. A resolution will need to be adopted at the next board meeting, which will be sent to the County for their review.

Motion by Supervisor Kranick to approve the Police Citation Administrative Support Services Contract for 2022 – 2024. Seconded by Supervisor Woelfle. Motion passed 5-0.

Tenth order of Business: Announcements and Planning items

- A. Budget Workshop – Tuesday, September 28, 2021 @ 5:00 PM
 B. Town Board – Tuesday, September 28, 2021 @ Immediately following the Budget Workshop
 C. Plan Commission – Tuesday, October 5, 2021 @ 6:30 PM

Eleventh order of Business: Adjournment

Motion by Supervisor Kranick to adjourn the September 28, 2021, Town Board meeting at 6:43 p.m. Seconded by Supervisor Michels. Motion carried 5-0.

Respectfully submitted:

 Dan Green, CMC/WCMC
 Administrator - Town Clerk/Treasurer

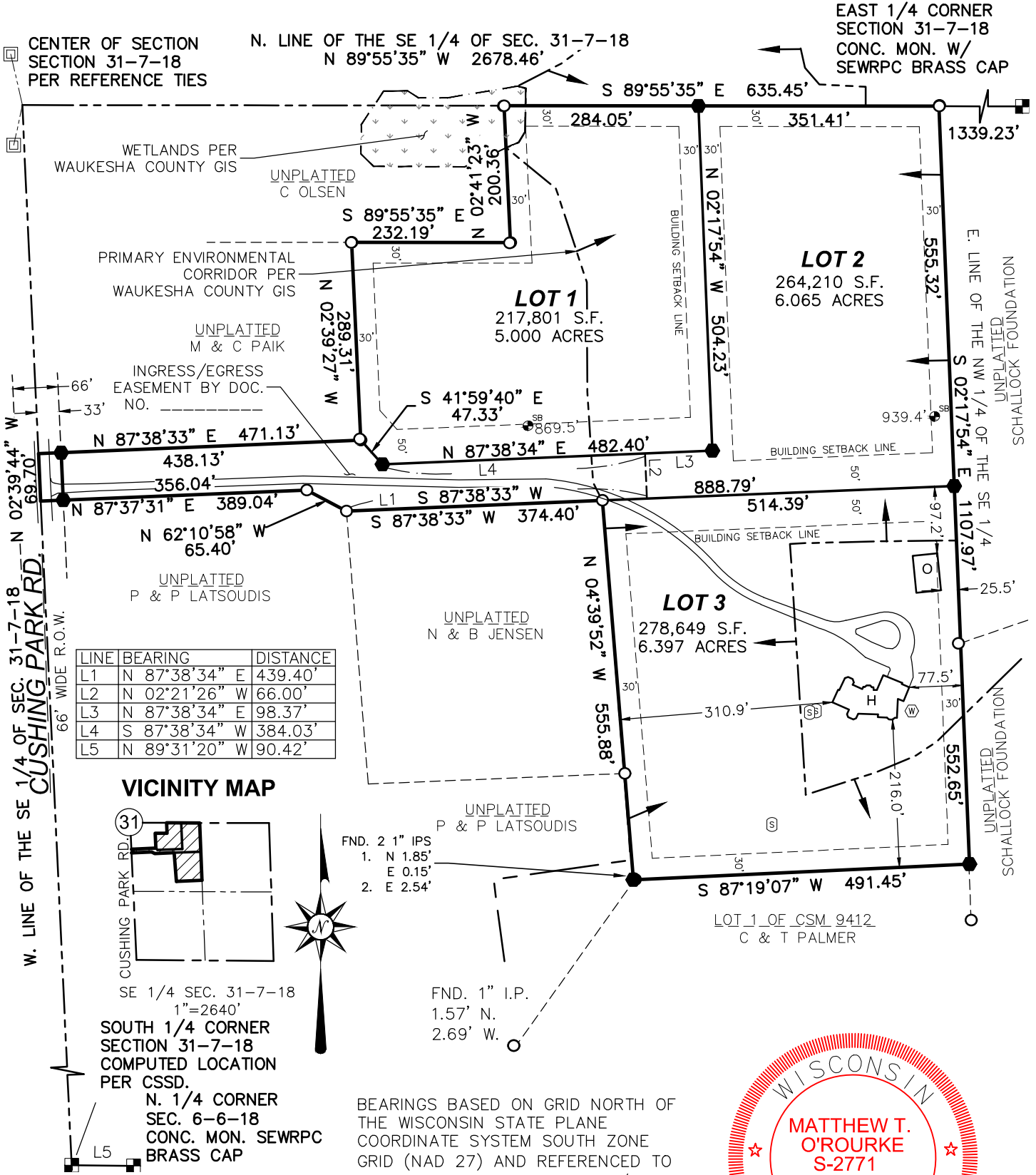
PRELIMINARY

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING ALL IN THE NW 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

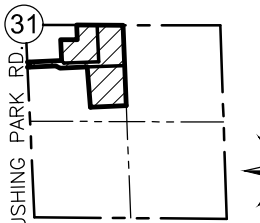
KELLEY-GLEN SUBDIVISION

LOT 1
T & L MARCZ



LINE	BEARING	DISTANCE
L1	N 87°38'34" E	439.40'
L2	N 02°21'26" W	66.00'
L3	N 87°38'34" E	98.37'
L4	S 87°38'34" W	384.03'
L5	N 89°31'20" W	90.42'

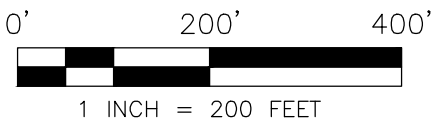
VICINITY MAP



SE 1/4 SEC. 31-7-18
1"=2640'
SOUTH 1/4 CORNER SECTION 31-7-18
COMPUTED LOCATION PER CSSD.
N. 1/4 CORNER SEC. 6-6-18
CONC. MON. SEWRPC BRASS CAP

FND. 2 1" IPS
1. N 1.85'
E 0.15'
2. E 2.54'

FND. 1" I.P.
1.57' N.
2.69' W.



PREPARED FOR:
JOHN T. SINGER
W334S828 CUSHING PARK RD.
DELAFIELD WI, 53018

LAND SURVEYING • LAND PLANNING
111 W. 2ND STREET
OCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

REV. 06/30/2020
DATED 06/03/2020
JOB# 20072
SHEET 1 OF 5

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING ALL IN THE NW 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF UNPLATTED LANDS BEING ALL IN THE NW 1/4 OF THE SE 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST; THENCE N 89°55'35" W, ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION, 1339.23 FEET TO THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION AND THE POINT OF BEGINNING; THENCE S 02°17'54" E, ALONG THE EAST LINE OF THE NE 1/4 OF THE SE 1/4, 1107.97 FEET TO THE NORTH LINE OF LOT 1 OF CSM 9412; THENCE S 87°19'07" W, ALONG THE NORTH LINE OF CSM 9412, 491.45 FEET; THENCE N 04°39'52" W, 555.88 FEET; THENCE S 87°38'33" W, 374.40 FEET; THENCE N 62°10'58" W, 65.40 FEET; THENCE S 87°37'31" W, 389.04 FEET TO THE WEST LINE OF THE SE 1/4 OF SAID SECTION; THENCE N 02°39'44" W, ALONG THE WEST LINE OF THE SE 1/4, 69.70 FEET; THENCE N 87°38'33" E, 471.13 FEET; THENCE N 02°39'27" W, 289.31 FEET; THENCE S 89°55'35" E, 232.19 FEET; THENCE N 02°41'23" W, 200.36 FEET, TO THE NORTH LINE OF THE SE 1/4 OF SAID SECTION; THENCE S 89°55'35" E, ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION, 635.45 FEET TO THE POINT OF BEGINNING.

LANDS AS DESCRIBED HAVING AN AREA OF 762,961 SQUARE FEET OR 17.515 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THE JOHN T. SINGER AND THERESA A. SINGER OWNERS OF SAID LAND.

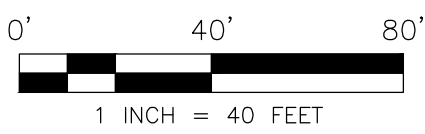
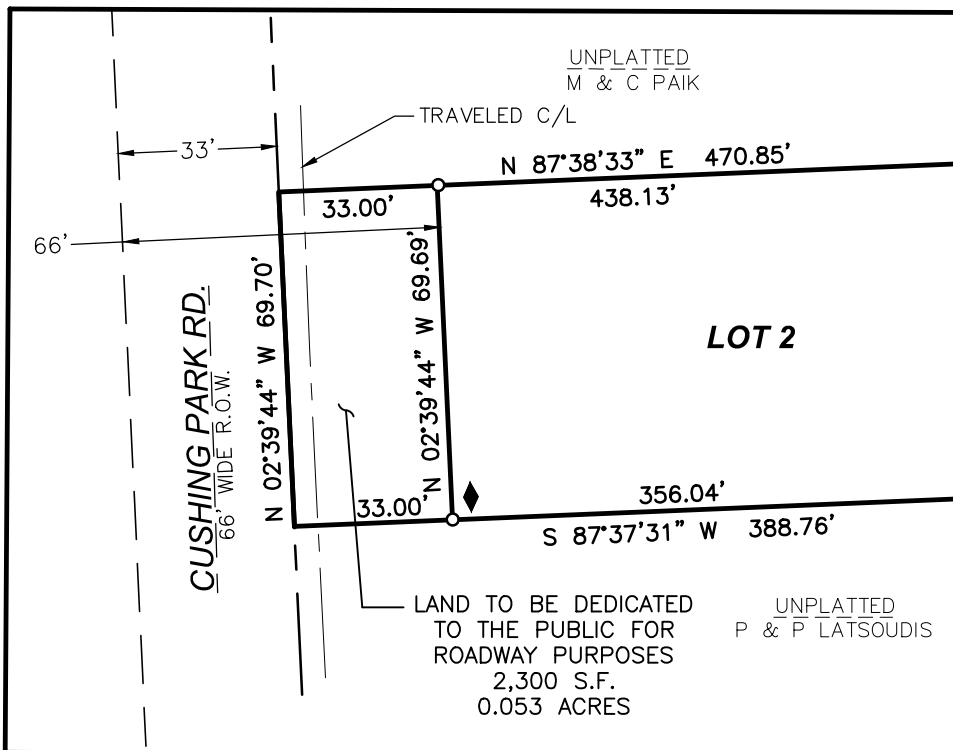
THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF THE TOWN OF DELAFIELD AND THE VILLAGE OF WALES (EXTRATERRITORIAL), IN SURVEYING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20____.

MATTHEW T. O'ROURKE, S-2771

RIGHT OF WAY DETAIL



LEGEND

- SECTION CORNER MONUMENT
- RR SPIKE TIE
- FOUND 1" IRON PIPE OR NOTED
- SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.
- ◆ EXISTING DRIVEWAY LOCATION
- ⊙ WELL
- ⊙ SEPTIC VENT
- H HOUSE
- OUTBUILDING
- ⊙^{SB} SOIL TEST

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING ALL IN THE NW 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

_____, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF _____, OWNER.

IN WITNESS WHEREOF, THE SAID _____ HAS CAUSED THESE PRESENTS TO BE SIGNED BY, _____ ITS _____, AND COUNTERSIGNED BY, _____ ITS _____, AT _____ WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS _____ DAY OF _____, 20____.

IN THE PRESENCE OF:
_____ (CORPORATE SEAL)
CORPORATE NAME

PRINT TITLE: _____ DATE

PRINT TITLE: _____ DATE

CORPORATE MORTGAGEE NOTARY CERTIFICATE

STATE OF WISCONSIN)
_____ COUNTY)SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 20____, _____, AND _____, _____ OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH _____ AND _____ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

(NOTARY SEAL) _____ NOTARY PUBLIC,
_____, WISCONSIN
MY COMMISSION EXPIRES _____.

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING ALL IN THE NW 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

AS OWNERS WE JOHN T. AND THERESA A. SINGER HEREBY CERTIFY THAT WE CAUSED SAID LANDS TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN ON THIS MAP. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: WAUKESHA COUNTY, TOWN OF DELAFIELD, VILLAGE OF WALES (EXTRATERRITORIAL)

WITNESS THE HAND AND SEAL OF SAID OWNERS:

THIS _____ DAY OF _____, 20_____.

JOHN T. SINGER

THERESA A. SINGER

STATE OF WISCONSIN)SS

COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____, THE ABOVE NAMED JOHN T. & THERESA A. SINGER PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____, COUNTY, WI

PRINT NAME, _____

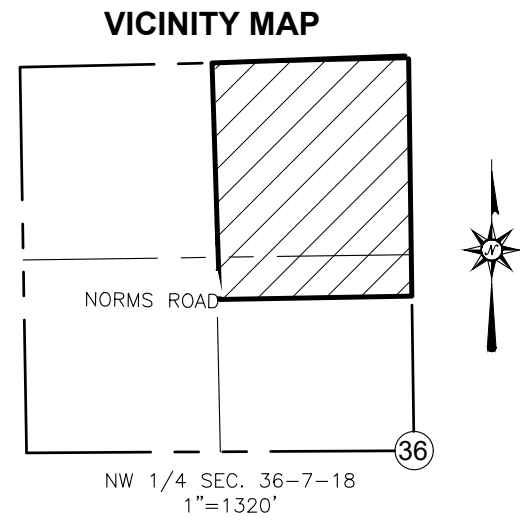
MY COMMISSION EXPIRES. _____

THE RETREAT

UNPLATTED LANDS BEING PART OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4, OF SECTION 36, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

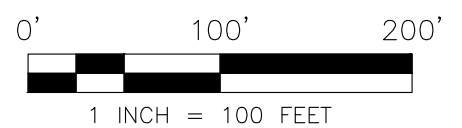
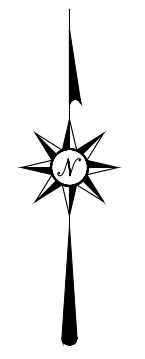
NW 1/4 CORNER SECTION 36-7-18 CONC. MON. W/ SEWRPC BRASS CAP FND.

N 1/4 CORNER SECTION 36-7-18 CONC. MON. W/ SEWRPC BRASS CAP FND.



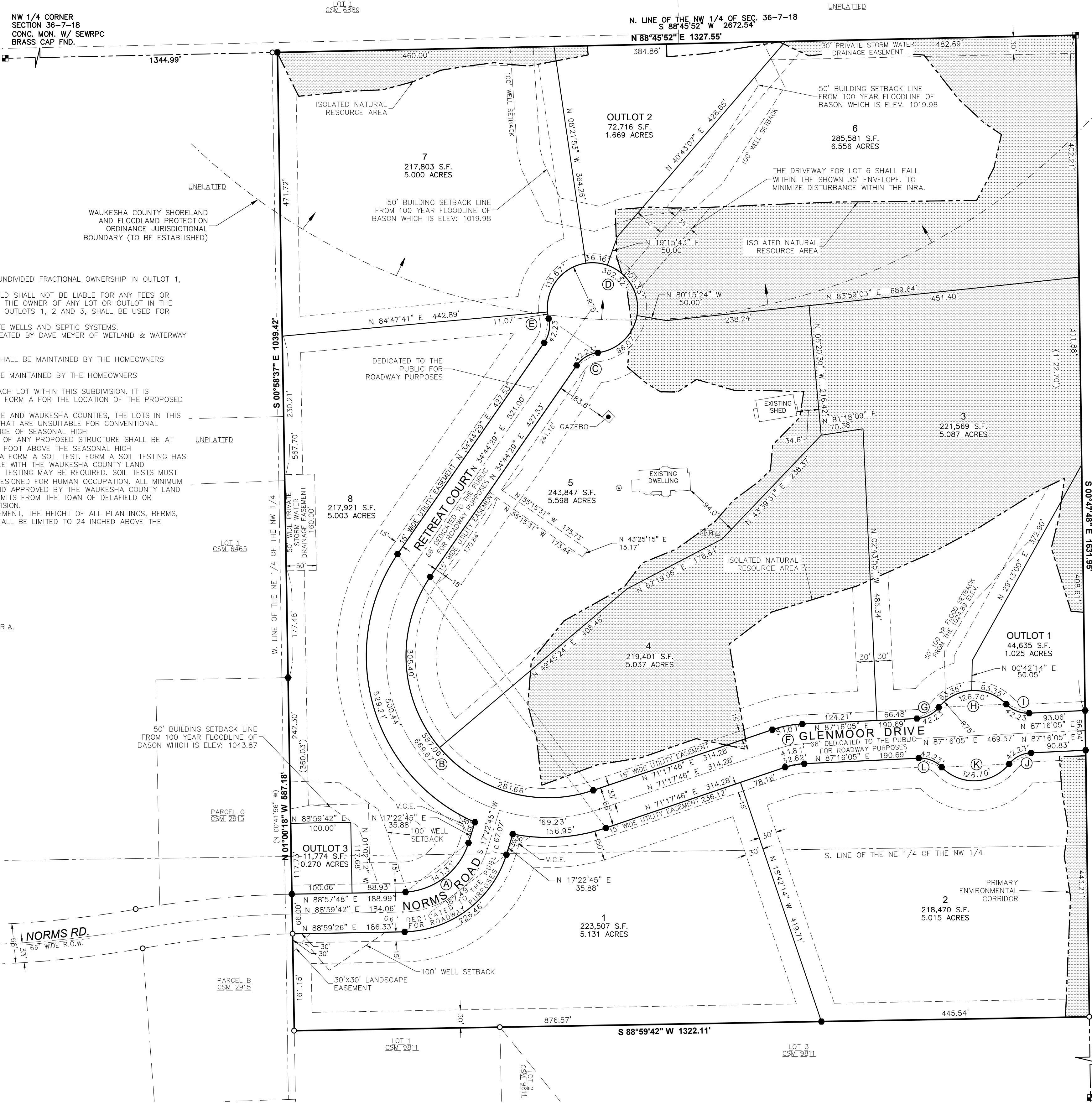
- NOTES:**
- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 1, OUTLOT 2 AND OUTLOT 3.
 - WAUKESHA COUNTY AND THE TOWN OF DELAFIELD SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOTS 1, 2 AND 3, SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
 - THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
 - ISOLATED NATURAL RESOURCE AREA WAS DELINEATED BY DAVE MEYER OF WETLAND & WATERWAY CONSULTING, LLC, AUGUST 2020.
 - SEE LOT 1 FOR BUILDING SETBACK DETAILS.
 - PRIVATE STORM WATER EASEMENT ON LOT 6 SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - THE LANDSCAPE EASEMENT ON LOT 1 SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - FORM A SOIL TESTING HAS BEEN DONE FOR EACH LOT WITHIN THIS SUBDIVISION. IT IS REQUIRED THAT EACH LAND OWNER PROVIDE A FORM A FOR THE LOCATION OF THE PROPOSED STRUCTURE TO BE PLACED ON EACH LOT.
 - ACCORDING TO THE SOIL SURVEY OF MILWAUKEE AND WAUKESHA COUNTIES, THE LOTS IN THIS SUBDIVISION MAY CONTAIN SOILS CONDITIONS THAT ARE UNSUITABLE FOR CONVENTIONAL BASEMENT CONSTRUCTION DUE TO THE PRESENCE OF SEASONAL HIGH GROUNDWATER THEREFORE, THE LOWEST FLOOR OF ANY PROPOSED STRUCTURE SHALL BE AT AN ELEVATION THAT IS A MINIMUM OF ONE (1) FOOT ABOVE THE SEASONAL HIGH GROUNDWATER ELEVATION AS DETERMINED BY A FORM A SOIL TEST. FORM A SOIL TESTING HAS BEEN COMPLETED ON EACH LOT AND IS ON FILE WITH THE WAUKESHA COUNTY LAND RESOURCES DIVISION. ADDITIONAL FORM A SOIL TESTING MAY BE REQUIRED. SOIL TESTS MUST BE PERFORMED WITHIN 50' OF ANY BUILDING DESIGNED FOR HUMAN OCCUPATION. ALL MINIMUM BASEMENT ELEVATIONS SHALL BE REVIEWED AND APPROVED BY THE WAUKESHA COUNTY LAND RESOURCES DIVISION, PRIOR TO OBTAINING PERMITS FROM THE TOWN OF DELAFIELD OR WAUKESHA COUNTY PLANNING AND ZONING DIVISION.
 - WITHIN THE AREA OF THE VISION CORNER EASEMENT, THE HEIGHT OF ALL PLANTINGS, BERMS, FENCING, SIGNS OR ANY OTHER STRUCTURE SHALL BE LIMITED TO 24 INCHES ABOVE THE INTERSECTION ELEVATION.

- BUILDING ENVELOPE**
- ROAD SETBACK = 50'
 - REAR YARD SETBACK = 30' OR I.N.R.A.
 - SIDE YARD SETBACK = 30' OR P.E.C./I.N.R.A.



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE GRID (NAD 27) AND REFERENCED TO THE NORTH LINE OF THE NW 1/4 OF SEC. 36-7-18 PUBLISHED BY SEWRPC AS N88°45'52"E.

- LEGEND**
- SECTION CORNER MONUMENT FOUND 1" IRON PIPE OR NOTED
 - SEPTIC VENT
 - SEPTIC CLEANOUT
 - WELL
 - 1.25"x18" IRON REBAR, WEIGHING 4.30 LBS/LIN FT SET
 - 3/4"x18" REBAR, WEIGHING 1.5 LBS/LIN FT SET AT ALL OTHER LOT CORNERS



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

Certified _____, 20__

Department of Administration

LAND SURVEYING • LAND PLANNING
111 W. SECOND STREET
DODDINGTON, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

CENTER OF SECTION 36-7-18 CONC. MON. W/ SEWRPC BRASS CAP COMP.

THE RETREAT

UNPLATTED LANDS BEING PART OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4, OF SECTION 36, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

CORPORATE MORTGAGE CERTIFICATE

_____, A CORPORATION DULY ORGANIZED AND EXISTING BY VIRTUE OF THE LAWS OF THE STATE OF _____, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF RETREAT DEVELOPMENT, LLC, OWNER, THIS _____ DAY OF _____, 20_____.

_____, PRINT NAME & TITLE: _____

STATE OF _____)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____, THE ABOVE NAMED _____, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH _____ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

PRINT NAME: _____
NOTARY PUBLIC, _____ COUNTY, _____
MY COMMISSION EXPIRES: _____

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY RETREAT DEVELOPMENT, LLC, GRANTOR, TO WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN GAS, LLC, WISCONSIN CORPORATIONS DOING BUSINESS AS WE ENERGIES, SPECTRUM MID-AMERICA, LLC,

_____, GRANTEE, AND
_____, 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, THERON, 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 GRANTEEES 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 GRANTEEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND 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 GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED 'UTILITY EASEMENT AREAS' WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. 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 GRANTEEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

CURVE TABLE

Table with columns: CURVE, LOT #, RADIUS, DELTA, ARC DIST, CHORD DIST, CHORD BEARING, TANGENT IN, TANGENT OUT. Contains data for lots 1 through 12.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF WAUKESHA)

I, JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED 'THE RETREAT' UNPLATTED LANDS BEING PART OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4, OF SECTION 36, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 36, TOWN 7 NORTH RANGE 18 EAST ALSO BEING THE POINT OF BEGINNING; THENCE S 00°47'48" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 1631.95 FEET TO THE NORTH EAST CORNER OF LOT 3 OF CSM 9811; THENCE S 88°59'42" W ALONG THE NORTH LINE OF LOTS 3, AND 1 OF CSM 9811, 1322.11 FEET TO A POINT LYING ON THE EAST LINE OF PARCEL B OF CSM 2915; THENCE N 01°00'18" W, ALONG THE EAST LINE OF PARCEL B AND C OF CSM 2915, 587.18 FEET TO THE SOUTH LINE OF LOT 1 OF CSM 6465; THENCE N 00°58'37" W ALONG THE EAST LINE OF LOT 1 OF CSM 6465 AND AN EXTENSION OF SAID LINE, 1039.42 FEET, TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE N 88°45'52" E, ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION, 1327.55 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED LANDS HAVING AN AREA OF 2,158,641 SQUARE FEET, 49.556 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF RETREAT DEVELOPMENT, LLC. OWNERS OF SAID LAND.

THAT SUCH A MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, THE SUBDIVISION REGULATIONS OF THE TOWN OF DELAFIELD AND THE LAND DIVISION ORDINANCE OF WAUKESHA COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS ____ DAY OF _____, 20_____.

JOHN D. DOWNING, S-2939

STORM WATER MANAGEMENT PRACTICE MAINTENANCE

THE TITLE HOLDERS OF LOTS 1 THROUGH 8 OF THE THE RETREAT SUBDIVISION EACH SHALL HOLD 1/8TH UNDIVIDABLE INTEREST IN OUTLOT 1, OUTLOT 2, AND OUTLOT 3, WHERE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED *STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOT 1, OUTLOT 2 AND OUTLOT 3. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE TOWN OF DELAFIELD MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT PROVIDE RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT IN ACCORDANCE WITH CHAPTER 14 - ARTICLE VII OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORM WATER ORDINANCE"). THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND THE TOWN OF DELAFIELD AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY WAUKESHA COUNTY AND THE TOWN OF DELAFIELD. UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF LOTS 1-8 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

RESTRICTIONS

ALL LANDS WITHIN AREAS LABELED "STORMWATER DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING (OTHER THAN CONSTRUCTION OF THE STORM WATER BMP'S) IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE TOWN OF DELAFIELD AND WAUKESHA COUNTY, OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF THIS MAINTENANCE AGREEMENT.

ISOLATED NATURAL RESOURCE PRESERVATION AREA RESTRICTIONS

THOSE AREAS OF LAND IDENTIFIED AS ISOLATED NATURAL RESOURCE PRESERVATION AREA ON SHEET 1 OF 1 OF THIS SUBDIVISION PLAT MAP SHALL BE CONSIDERED TO BE IN A ISOLATED NATURAL RESOURCE PRESERVATION AREA AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- 1. GRADING, FILLING, REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, EXCEPT IN CONJUNCTION WITH THE CONSTRUCTION OF A RESIDENCE AND OTHER PERMITTED IMPROVEMENTS IN A DESIGNATED PRE-APPROVED BUILDING ENVELOPE OR WITH THE SPECIFIC APPROVAL OF THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. IF A DESIGNATED BUILDING ENVELOPE IS NOT SHOWN ON THIS PLAT, OR IS MODIFIED, A DEED RESTRICTION SHALL BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS DESCRIBING THE PERMITTED AREA OF DISTURBANCE AT TIME OF ZONING PERMIT ISSUANCE.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS LIMITED TO THE AREA NECESSITATED BY THE APPROVED CONSTRUCTION OF A RESIDENCE AND OTHER PERMITTED IMPROVEMENTS WITHIN A DESIGNATED PRE-APPROVED BUILDING ENVELOPE. ALL OTHER VEGETATION REMOVAL IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE TOWN OF DELAFIELD AND 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 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 INRA AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC, IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT SHALL BE PROHIBITED, UNLESS INTRODUCED WITHIN THE PRE-APPROVED BUILDING ENVELOPE AS PART OF RESIDENTIAL LANDSCAPING.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION OF BUILDINGS WITHIN THE INRA PRESERVATION AREA IS PROHIBITED, EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR BY A PRE-APPROVED BUILDING ENVELOPE ON THE SUBDIVISION PLAT. ANY ALTERATIONS TO SUCH A DESIGNATED PRE- APPROVED BUILDING ENVELOPE WILL REQUIRE THE APPROVAL OF THE TOWN OF DELAFIELD AND THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE- PLANNING AND ZONING DIVISION.

CORPORATE OWNER'S CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT SAID CORPORATION 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 SECTION 236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- 1. TOWN OF DELAFIELD
2. CITY OF WAUKESHA (EXTRATERRITORIAL)
3. WAUKESHA COUNTY
4. WI DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID RETREAT DEVELOPMENT, LLC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY

ARCHEBALD PEQUET, MEMBER, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS ____ DAY OF _____, 20_____.

ARCHEBALD PEQUET, MEMBER

STATE OF WISCONSIN)SS
COUNTY OF WAUKESHA)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED ARCHEBALD PEQUET, MEMBER, TO ME KNOWN TO AS A MEMBER OF RETREAT DEVELOPMENT, LLC. ARE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ COUNTY, WI

MY COMMISSION Expires _____

TOWN OF DELAFIELD TREASURER CERTIFICATE

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

I, DANIEL GREEN, BEING DULY APPOINTED, QUALIFIED AND ACTING TREASURER OF THE TOWN OF DELAFIELD, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF _____, 20___ ON LANDS INCLUDED IN THE PLAT OF "THE RETREAT".

DATE: _____

DANIEL GREEN, TOWN TREASURER

TOWN OF DELAFIELD PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE TOWN OF DELAFIELD, THIS _____ DAY OF _____, 20_____.

KEVIN FITZGERALD, CHAIRMAN DANIEL GREEN, SECRETARY

TOWN OF DELAFIELD BOARD APPROVAL

APPROVED BY THE TOWN BOARD OF THE TOWN OF DELAFIELD, THIS _____ DAY OF _____, 20_____.

RONALD A. TROY, CHAIRMAN DANIEL GREEN, SECRETARY

CITY OF WAUKESHA PLAN COMMISSION (EXTRATERRITORIAL)

APPROVED BY THE CITY OF WAUKESHA PLAN COMMISSION, THIS _____ DAY OF _____, 20_____.

SHAWN N. REILLY, CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)SS
WAUKESHA COUNTY)

I, PAMELA F. REEVES, BEING DULY ELECTED, QUALIFIED AND THE ACTING TREASURER OF THE COUNTY OF WAUKESHA, DO HEREBY CERTIFY THAT THE RECORD IN MY OFFICE SHOWS NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS THROUGH _____, 20___ AFFECTING THE LANDS INCLUDED ON THIS SUBDIVISION PLAT.

DATE: _____

PAMELA F. REEVES, COUNTY TREASURER

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE

THE ABOVE, WHICH HAS BEEN FILED FOR APPROVAL AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATE STATUTES, IS HEREBY APPROVED ON THIS ____ OF _____, 20_____.

DALE R. SHAVER, DIRECTOR



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



Plan Commission Report for October 5, 2021

**Pequet/Spheeris “The Retreat” Final Plat
Agenda Item No. 5. A.**

Applicant: Archibald and Judith Pequet, owner,
Jon Spheeris, agent

Project: The Retreat subdivision

Requested Action: Approval of the final plat

Zoning: A-2 Rural Home District; partially in un-
zoned Waukesha County Shoreland
District

Location: S4 W28701 Norm’s Road

Report

On November 11, 2020, the Plan Commission approved the preliminary plat for The Retreat subdivision. The development was allocated development permits to create 8 lots, one of which is currently occupied by the property owner. At the time of the preliminary plat, the Plan Commission and the Town Board approved an exception to the maximum 1000 foot cul-de-sac length requirement. Mr. Spheeris has presented the final plat for consideration. Comments generated at the time of the preliminary plat review and from all reviewing agencies (State Dept. of Administration, Waukesha County, and Town staff) during the final plat review process have been addressed and incorporated onto the plat dated 9/23/2021.

State Statute 236.11 (1)(b) states in part, that *“If the final plat conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to local plans and ordinances adopted as authorized by law, it is entitled to approval.”*

Staff Recommendation:

The final plat conforms substantially with the preliminary plat, and all review comments have been incorporated onto the plat. I have notified the surveyor of three misspelled words on the plat. Subject to the words being corrected, I recommend that the Plan Commission approve the final plat dated 9/23/2021.

Tim Barbeau, Town Engineer
September 29, 2021

STATE OF WISCONSIN

TOWN OF DELAFIELD

WAUKESHA COUNTY

RESOLUTION NO. 21-650

A RESOLUTION TO DEFINE THE WARD MAP FOR THE TOWN OF DELAFIELD

WHEREAS, Section 5.15 of the Wisconsin Statutes, requires every City, Village or Town over 1,000 in population to be divided into wards according to the final published results of the most recent federal census, and

WHEREAS, town staff has divided the Town into wards making a good faith effort to accommodate the "Tentative Supervisor District Plan" and creating a plan that permits the creation of lawful county supervisor districts and municipal aldermanic districts.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Supervisors of the Town of Delafield, Waukesha County, Wisconsin, that the division of the Town into 11 wards, as shown on the Office Ward Map of the Town of Delafield, describing the boundaries of each wards, which map is attached hereto and incorporated herein by reference, is hereby approved.

BE IT FURTHER RESOLVED, that this resolution shall be filed with the Town Clerk, who shall transmit a copy to the County Clerk and the Legislative Reference Bureau within five days of adoption.

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin this 12th day of October 2021.

TOWN OF DELAFIELD

 Ron Troy, Town Chairman

ATTEST:

 Dan Green, Administrator-Clerk/Treasurer

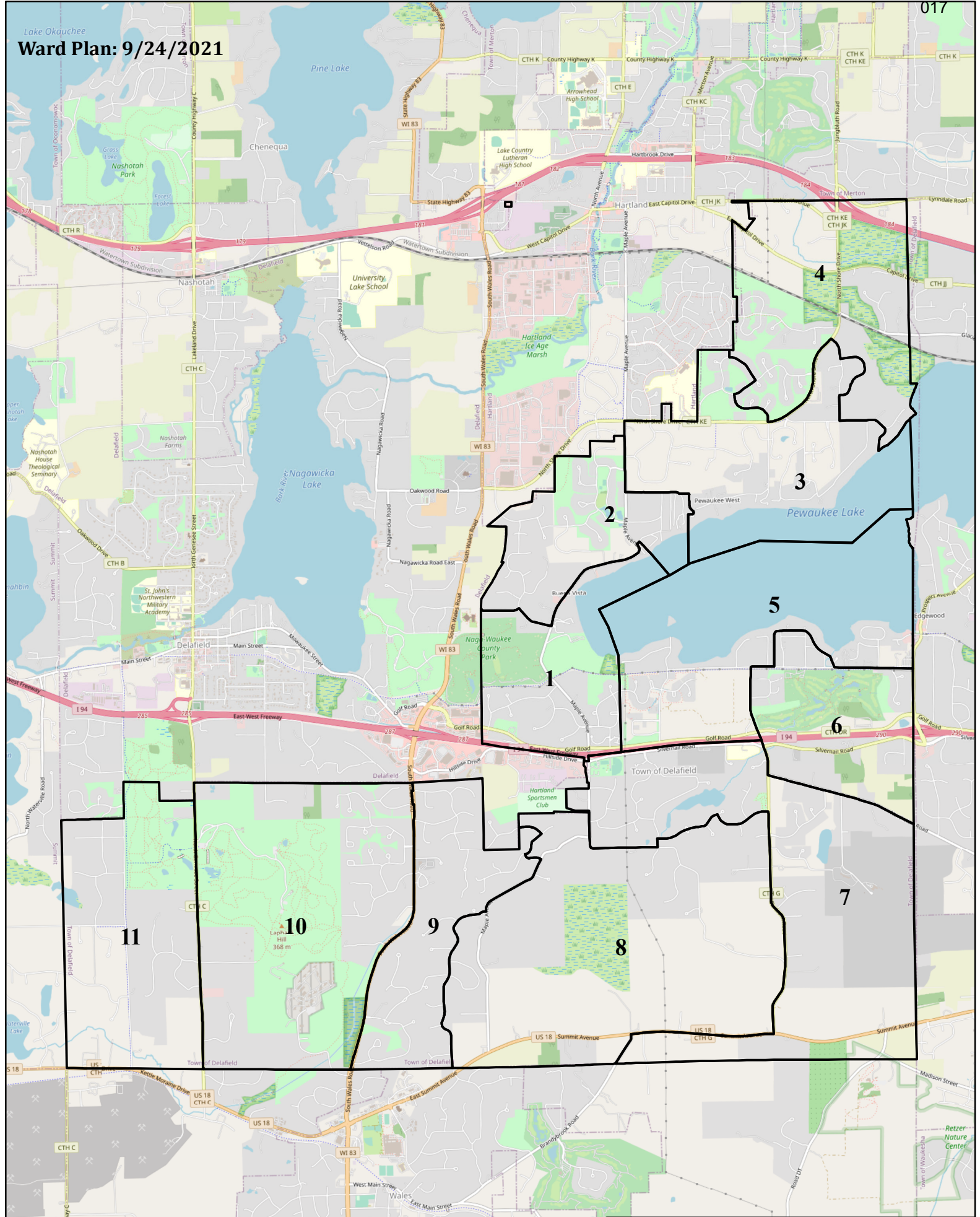
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Lake Okauchee
Ward Plan: 9/24/2021



Map generated from WSL LTSB's WISE-LR software.
U.S. Census Bureau 2020 TIGER Block data. OpenStreetMap
Map Created: 9/24/2021 1:03 PM

**MERGER OF PARCELS AND
DEED RESTRICTION**

Document Number

Document Title

WHEREAS, the Town of Delafield is currently the owner of a sliver of land known as Parcel Number DELT 0773.980, with legal description as shown in Exhibit A (“Town Parcel”), located on Hillcrest Drive in the Town of Delafield, Wisconsin; and

WHEREAS, John Kita and Julie Kita are currently the owners of abutting land located at N30W29839 Hillcrest Drive in the Town of Delafield, Parcel Number DELT 0773.981, with legal description as shown in Exhibit B (“Kita Parcel”); and

WHEREAS, the Town of Delafield has offered to convey the Town Parcel to John Kita and Julie Kita, on the condition that the parcels be merged and become one lot; and

WHEREAS, the merger initially was to be completed by certified survey map (CSM), but John Kita and Julie Kita have requested to allow the parcels to be merged by agreement rather than by certified survey map; and

WHEREAS, Wisconsin Statutes Section 66.10015(4) prohibits political subdivisions from taking any action that requires one or more lots to be merged with another lot, for any purpose, without the consent of the owners of the lots that are to be merged; and

WHEREAS, the owners of the lots to be merged hereby express their consent to this merger.

NOW, THEREFORE, simultaneously with the recording of a quit claim deed from the Town of Delafield to John Kita and Julie Kita, which will be separately recorded, the Town Parcel is merged with the Kita Parcel to be held together as a single lot for all purposes, including for tax assessment purposes, zoning purposes, and Building Code purposes. Such parcels shall not hereafter be sold as separate parcels or be divided in any way unless written approval from the Town of Delafield is first obtained in compliance with applicable laws.

This agreement shall run with the land and be binding in all future successors and assigns.

[signatures on following pages]

Recording Area

Name and Return Address

Eric J. Larson
Municipal Law & Litigation
Group, SC
730 N. Grand Ave
Waukesha, WI 53189

DELT 0773.980 and
DELT 0773.981

Parcel Identification Number (PIN)

OWNER OF TOWN PARCEL

Ron Troy, Town Chair

Attest:

Dan Green, Town Administrator/Clerk/Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me on this ____ day of _____, 2020, the above-named Ron Troy and Dan Green executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
Print Name: _____
My Commission Expires: _____

Drafted by Eric J. Larson
Town Attorney, Town of Delafield
Municipal Law & Litigation Group, S.C.
730 N. Grand Avenue
Waukesha, WI 53186

Exhibit A**LEGAL DESCRIPTION:**

All that part of the Northeast One-quarter (1/4) of Section Fourteen (14), Township Seven (7) North, Range Eighteen (18) East, Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of Section 14; thence East, along the North line of said Section 450 feet; thence South 11°20' East, along the East line of Lot 4, plat of the North Pewaukee Cottage Company, 343.5 feet; thence South 83°15' East, 125 feet to the Northeast corner of a parcel of land described in Volume 866, page 299, as Document No. 533995, being also the Northwest corner of the parcel of land described in Reel 34, Image 1268, as Document No. 845962 and the place of beginning of the parcel hereinafter described; thence continuing South 83°15' East, along the North line of said Document No. 845962, 95.0 feet to the Northeast corner thereof; thence North 11°20' West along the extension of the East line of said parcel, 78 feet to the center of the existing pavement as now traveled of Hillcrest Drive; thence South 67°05' West, along said pavement 92.2 feet; thence south 11°20' East, along the extension of the Westerly line of the aforesaid parcel, 30 feet to the place of beginning.

EXHIBIT B

Legal Description of Kita Parcel

PT NE1/4 SEC 14 T7N R18E E 75 FT OF COM AT PT 450 FT E & S11°20'E 343.5 FT OF N1/4 POST S11°20'E 604 FT S83.25°E 200 FT N 604 FT W 200 FT TO BGN :: ALSO 20 FT STRIP E OF THE 75 FT PCL :: ALSO NON-EXCLUSIVE EASEMENT FOR INGRESS & EGRESS OVER & ACROSS THE E 20 FT OF N 300 FT OF W 45 FT OF E 120 FT OF COM AT POINT 450 E & S13°26'E 343.5 FT OF N1/4 POST SEC 14 S13°26'E 604 FT TO LAKESHORE S85°15'E 200 FT N13°26'W 604 FT N85°15'W TO BGN DOC# 3897331 & DOC# 3927451

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Town of Delafield, a municipal entity duly existing in Waukesha County, Wisconsin

_____ ("Grantor," whether one or more),
and John Kita and Julie Kita

_____ ("Grantee," whether one or more).

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

See attached Exhibit A

The property hereby conveyed is hereby attached to the abutting land, located at N30W29839 Hillcrest Drive in the Town of Delafield, Wisconsin, known as parcel number DELT 0773.981 owned by the Grantee. The property hereby conveyed together with such abutting land owned by the Grantee shall have one tax key number, to constitute one single property for property tax assessment purposes. The property hereby conveyed and such abutting land owned by the Grantee shall not hereafter be sold as separate parcels or be divided in any way unless written approval from the Town of Delafield is first obtained in compliance with applicable laws.

Recording Area

Name and Return Address
Eric J. Larson
Municipal Law & Litigation Group, S.C.
730 N. Grand Ave
Waukesha, WI 53186

DELT 0773.980

Parcel Identification Number (PIN)

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

Transfer Fee Exempt: 77.25(2), Stats.

Dated _____.

_____(SEAL) _____(SEAL)
* Ron Troy, Town Chair *

_____(SEAL) _____(SEAL)
* Dan Green, Town Administrator/Clerk/Treasurer *

AUTHENTICATION

Signature(s) _____
authenticated on _____.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Eric J. Larson
730 N. Grand Ave, Waukesha, WI 53186

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

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

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

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

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

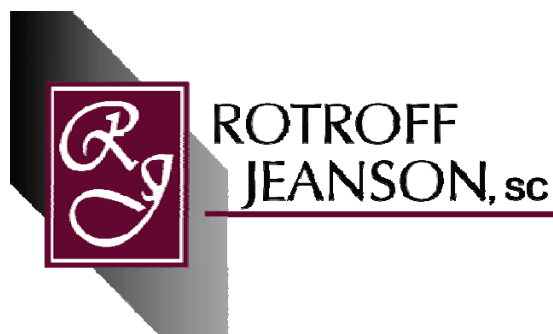
FORM NO. 3-2003

* Type name below signatures.

Exhibit A**LEGAL DESCRIPTION:**

All that part of the Northeast One-quarter (1/4) of Section Fourteen (14), Township Seven (7) North, Range Eighteen (18) East, Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the North 1/4 corner of Section 14; thence East, along the North line of said Section 450 feet; thence South 11°20' East, along the East line of Lot 4, plat of the North Pewaukee Cottage Company, 343.5 feet; thence South 83°15' East, 125 feet to the Northeast corner of a parcel of land described in Volume 866, page 299, as Document No. 533995, being also the Northwest corner of the parcel of land described in Reel 34, Image 1268, as Document No. 845962 and the place of beginning of the parcel hereinafter described; thence continuing South 83°15' East, along the North line of said Document No. 845962, 95.0 feet to the Northeast corner thereof; thence North 11°20' West along the extension of the East line of said parcel, 78 feet to the center of the existing pavement as now traveled of Hillcrest Drive; thence South 67°05' West, along said pavement 92.2 feet; thence south 11°20' East, along the extension of the Westerly line of the aforesaid parcel, 30 feet to the place of beginning.



Certified Public Accountants & Consultants

October 7, 2021

Town Board
Town of Delafield
W302N1254 Maple Avenue
Delafield, WI 53018

Dear Board Members,

We are pleased to confirm our understanding of the services we are to provide the Town of Delafield, Wisconsin for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information and the budgetary comparison schedule for the general fund and all major special revenue funds, and the disclosures, which collectively comprise the basic financial statements of the Town of Delafield as of and for the year ended December 31, 2021.

Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Delafield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the Town of Delafield's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. If the Town of Delafield's basic financial statements do not include MD&A or other RSI, we will include an explanatory paragraph in our report describing this omission.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Delafield's financial statements, such as combining and individual fund financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

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The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: (1) lack of segregation of duties and (2) internal control over financial reporting.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Delafield's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also propose year-end adjusting journal entries and prepare the financial statements of the Town of Delafield in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will assist with the preparation of various regulatory reports, including year-end payroll reports and the Wisconsin Financial Report Form CT as well as providing tax roll, budgetary and accounting assistance and maintenance of capital asset and depreciation schedules.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The nonattest services include assistance with the preparation of various regulatory reports, including year-end payroll reports and the Wisconsin Financial Report Form CT as well as providing tax roll, budgetary and accounting assistance and maintenance of capital asset and depreciation schedules.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

Howard Jeanson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be \$19,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Unexpected circumstances, including additional work due to the change in accounting personnel and which is deemed to be accounting assistance, will be billed separately.

In addition to the above auditing services, we will be able to prepare Financial Report Form CT for Wisconsin Municipalities. Our fee for this service will be based on the actual time spent at our standard hourly rates. Based on our preliminary estimates, the fee should approximate \$1,925.

Reporting

We will issue a written report upon completion of our audit of Town of Delafield's financial statements. Our report will be addressed to Town Board of the Town of Delafield. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement.

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If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Delafield and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us

Very truly yours,



Retroff Jeanson, S.C.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Delafield.

By: _____
Town Chairman

Date: _____