

AGENDA
PLAN COMMISSION MEETING
Thursday, August 27, 2020 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Plan Commission Meeting of July 30, 2020
3. Conditional Use Permit – Renee Gierhart – Three Dogs
4. Conditional Use Permit – Rockford Contractors – Brew City Pizza/dba Domino’s
5. Planned Unit Development Amendment – Kris & Holly King – Privacy Fence
6. Planned Unit Development Amendment – Dirk Wildt – Three Car Attached Garage
7. Discussion of Possible Chicken Ordinance
8. Discussion of Possible Designated Truck Route
9. Citizens to Address the Plan Commission
10. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

**DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, July 30, 2020 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037**

1. Call to Order and Roll Call

Tr. Kruepke called the meeting to order at 7:00 p.m.

Members Present: Keith Berben, Tr. Kruepke, Jon Molkentin, Dan Reik and Jon Weil

Member Excused: Pres. Schwab

Member Absent: Tr. Emmrich

Village Board Member Present: Tr. Heckendorf

Staff Present: John Walther and Jilline Dobratz

2. Approval of Minutes for the Plan Commission Meeting of June 25, 2020

Motion by Jon Molkentin, second by Keith Berben to approve the Plan Commission minutes of June 25, 2020 as presented.

Vote: 5 ayes, 0 nays. Motion carried.

3. Planned Unit Development Amendment – Home Path Financial LP – Morning Meadows Subdivision – Phase I – Site Plan and Developers Agreement

Ed Woodland, Home Path Finance, gave background information on the project.

They are purchasing the property from Bill Carity. Construction drawings and engineering plans for the first phase of lots has been submitted. These will be coming in from Sherman Road up to County Highway P, approximately 24 lots. They are planning to develop the first group of lots this fall. Then immediately start on the second group of lots by spring or summer of next year, approximately 44 lots. The last phase will be developed in two to three years. John Walther provided information on the interceptor sewer that runs along Sherman Road which would require a special assessment in addition to impact fees.

Motion by Jon Weil, second by Jon Molkentin to recommend Village Board approve the Planned Unit Development Amendment – Home Path Financial LP – Morning Meadows Subdivision – Phase I – Site Plan and Developers Agreement per staff comments.

Vote: 5 ayes, 0 nays. Motion carried.

4. Discussion of Possible Chicken Ordinance

John Walther stated in conversations with the Attorney, it was proposed we modify Section 6-27 of the code to allow chickens subject to a Conditional Use Permit. The Building Inspector would be in charge of enforcing the ordinance.

Motion by Keith Berben, second by Dan Reik to refer Discussion of Possible Chicken Ordinance to the next Plan Commission meeting.

Vote: 5 ayes, 0 nays. Motion carried.

5. Citizens to Address the Plan Commission

Jon Weil inquired on having designated truck routes within the Village to protect its infrastructure. Tr. Kruepke requested the discussion of a possible designated truck route be on the next Plan Commission agenda.

6. Adjourn

Motion by Tr. Kruepke, second by Jon Weil to adjourn.

Vote: 5 ayes, 0 nays. Meeting adjourned at 7:25 p.m.

Respectfully submitted,

Jilline Dobratz, *CMC/WCMC*
Village Clerk

DRAFT

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____ - _____

PROPERTY INFORMATION

COMMERCIAL INDUSTRIAL RESIDENTIAL OTHER _____

CONDITIONAL USE **PLANNED UNIT DEVELOPMENT** **CERTIFIED SURVEY MAP**
 New *New* **CONCEPT PLAN**
 Special Use *Special Use* **OTHER** _____
(For existing CU ONLY) (For existing PUD ONLY)

Property Address: W200 N16525 Pine Dr Unit: _____ Jackson, WI

Parcel #: _____ Lot Size: _____ sq. ft. Building Area: _____ sq. ft.

Current Zoning: B-1 B-2 M-1 M-2 I-1 PUD Other _____ Floodplain

APPLICANT INFORMATION

Name(s): Renee Coerhart
Mailing Address: W200 N16525 Pine Dr Jackson State WI Zip 53037
Office: (____) _____ Cell: (262) 949.5747 Fax: (____) _____
Email: reneec@fheb.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: N/A
D/B/A: _____ FEIN #: _____ - _____
Mailing Address: _____ State _____ Zip _____
Office: (____) _____ Cell: (____) _____ Fax: (____) _____
Email: _____
Website: _____

PROPERTY OWNER INFORMATION

Name(s): Renee Coerhart
Address: W200 N16525 Pine Dr Jackson State WI Zip 53037
Office: (____) _____ Cell: (262) 949.5747 Fax: (____) _____
Email: reneec@fheb.com

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: N/A
Primary Contact: _____
Address: _____ State _____ Zip _____
Office: (____) _____ Cell: (____) _____ Fax: (____) _____
Email: _____

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: I am requesting
a conditional use permit to license
my three dogs in the Village of Jackson

Provide a brief overview of proposed use(s) of entire property and/or lease space: N/A

Hours of Operation: N/A

Provide a brief overview of proposed daily on-site operations: N/A

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: Dog barking
on occasion

Describe all businesses, properties and other entities located adjacent to the proposed use: Residential

Proposed, development, on-site improvements or other construction/remodeling activities: N/A

Proposed grading and/or stormwater management plan: N/A

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: We
have an inground invisible dog fence

Proposed on-site security measures including site lighting: N/A

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems): N/A

Projected traffic circulation and impacts: N/A

Setbacks from rights-of-way and property lines and height limitations: N/A

Status of State/Federal License(s) or Certificate(s) required for operation: N/A

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
 No Yes If yes, explain: _____

Describe any proposed signage including type and location: N/A

Exterior Building Materials (type, color, etc.): N/A

Site Specific Features/Constraints: N/A

Parking (Total No. of spaces plus number of dedicated handicapped parking and type): N/A

Proposed screening/buffering from adjacent properties: N/A

Proposed provisions for refuse and recycling collection/storage: N/A

Projected Sewer/Wastewater Usage: N/A gal/year

Projected Water Usage: N/A gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Benee Gierhart
Applicant Signature: Benee Gierhart

Co-Applicant Name (Print): _____

CO-Applicant Signature: _____

Date of Application: July 31, 2020

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall *(Checks shall be made payable to Village of Jackson)*
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

In-House Approval (O-T-C): Date: _____, 20____

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY	
Acct. #: 100-00-45730-000-00	
Date Received:	<u>7-31-2020</u>
Amount:	<u>8150.00</u>
Payment Type:	<u>CH</u> / CC / CA
Check/Receipt #:	<u>5090/233669</u>
Received By:	_____

VILLAGE OF JACKSON PLAN COMMISSION APPLICATION - SUBMITTAL GUIDE

(Meetings are held the fourth Thursday of the month. Applications are DUE the 1st Friday of the month for that month's meeting.)

<u>ACTION REQUESTED</u>	<u>FEE</u>	<u>SUBMITTAL REQUIREMENTS</u> <i>Refer to number items in shaded column →</i>	<u>TYPE OF INFORMATION DESCRIBED</u> <i>(See reverse side for further instructions)</i>	<u>Paper or Digital Copy Required</u>
CONCEPT PLAN	\$50	1,2,6,13	1) Complete Application (<i>all pages</i>)	Both
CONDITIONAL USE			2) Describe the intended use and operation	Both
			3) Address labels of adjacent owners to be notified (200' / 500')	Both
	- Full Review	\$150	1,2,3,4,5,6,7,14,15,16,18,19,20	4) Property owner acknowledgement of the request
- *Special Use (to existing CU)	\$50	1,2,4,5,6,7,13	5) Impact Statement	Both
			6) Location Map	Both
PLANNED UNIT DEVELOPMENT	\$150	1,2,3,4,5,6,7,8,9,10,14,15,16,17,18,20	7) Development Plan / Site Plan	Both
- *Special Use (to existing PUD)	\$50	1,2,3,4,5,6,7,13 (14-22 upon request)	8) Preliminary Plat	Both
			9) Final Plat	Both
REZONING	\$200	1,2,3,4,6,9 or 10 (500' for rezoning) 200' for Cond. Use or PUD Site Plan)	10) Certified Survey Map	Both
			11) Annexation Petition	Both
CERTIFIED SURVEY MAP (CSM)	\$150	1,2,6,10,20	12) Annexation Map	Both
			13) Sketch Plan	Both
MINOR SUBDIVISION	\$150	1,2,3,5,6,10,15,16,17,18,20	14) Landscape and Buffer Plan	Both
EXTRA TERRITORIAL PLAT/CSM	\$150	1,2,6,9 / 10		
EXTRA TERRITORIAL PLAT OUTSIDE SANITARY SRVC. AREA	\$50	1,2,6,9 / 10	Engineering Review - Infrastructure	
			15) Grading / Drainage Plan	Both (24x36)
PRELIMINARY PLAT	\$300	1,2,3,5,6,9,15,16,17,18	16) Water / Sanitary Sewer / Storm Sewer Plans	Both (24x36)
			17) Street / Right of Way cross sections	Both (24x36)
FINAL PLAT / Final Plat Reappl.	\$100	1,2,3,5,6,9,15,16,17,18,20	18) Erosion Control Plan	Both (24x36)
			19) Proposed colors / materials	Both
ANNEXATION / ATTACHMENT	\$200	1,2,3,4,5,6,11,12,21	20) Developers Agreement	Both
			21) Annexation Agreement (<i>includes pre-annex agreements</i>)	Both
STREET EASEMENT/ VACATION	\$150	1,2,3,4,6,9	22) Other -	Both
VARIANCE / APPEAL	\$150	1,2,3,4,6,7		
MAILING LABELS	\$25	For all property addresses within 200 feet For all properties within 500' if rezoning ONLY	Muse submit additional fee if not providing labels	Both

***SPECIAL USE PERMITS** are applicable to EXISTING Conditional Use Permits and Planned Unit Developments. The granting of a Special Use Permit shall not change the character of the principal use or conflict with the purpose and intent of the original Conditional Use or Planned Use Development approval. Special Use Permits shall be reviewed for impact on neighboring uses in addition to the neighborhood. Compatibility is a primary consideration.

Examples of special uses include: New or expanded tenant uses including occupancies, minor changes to building facades, minor lighting changes, paint schemes, certain accessory structures, sign replacements of equal or lesser size or other uses or modifications as determined by the Village.

Applications shall be submitted NO LATER than 4:00 PM on the 1st Friday of the month to be considered at that month's meeting.

In some cases, additional copies of a submittal may be required. Only COMPLETE applications shall be presented to the Planning Commission and the Village Board for action. Applications submitted without a pre-submittal conference risk delay.

The Planning Commission meets on the last Thursday of each month unless there is a conflict with a holiday. The Village Board meets on the second Tuesday of each month at which a public hearing may be held. A decision on the request could be made at that time.

EXPLANATION OF TYPES OF INFORMATION REQUIRED (From front page of application form)

1. **Application Form:** You **MUST SUBMIT** both **HARD (paper)** and **DIGITAL (USB Drive)** copies of your application.
2. **Letter of Intent:** What you are requesting in your own words? (Be brief)
3. **Mailing/Address Labels:** It is your responsibility to provide the Village with addresses labels of ALL adjacent property owners within a 200-foot radius of the subject property. If mailed notification is required for your application, an incorrect address may cause a delay. (Additional \$25 is required if Village provides address labels.)
4. **Proof of Property Ownership:** A copy of a deed, tax notice, title insurance policy (first page), recorded plat, etc.
5. **Impact Statement:** In general, the following points represent most of the topics to be addressed in the impact statement. Specific points will be designated at the pre-submittal conference by staff.
 - A. General hours of operation.
 - B. Unusual conditions which warrant special attention (hazardous materials storage, fire hazards, odors, noise generation, etc).
 - C. Vehicle trip generation (trips per day per unit x number of units).
 - D. Estimated numbers of vehicles and/or equipment, materials, to be parked and/or stored on site.
 - E. Proposed sign(s) advertising business, directional signage, dwelling unit rental, etc.
 - F. Proposed dates of construction and completion.
 - G. Anticipated user profiles (for residential developments).
 - H. Annual water consumption estimate (100% occupancy and build-out).
 - I. Annual sewage generation estimate (100% occupancy and build-out).
6. **Location Map:** An aerial map indicating where the site is located within the Village.
7. **Development Plan:** Show entire proposal on the site. Include edge of pavement and/or back of the curb line, sidewalks (existing and proposed), structure footprint(s), driveways, parking areas, fencing, refuse enclosures, locations of accessory uses, and overall dimensions of structures and setbacks, etc. Landscape plans and water/sewer/storm plans may be shown combined on the plan if the composition is easily read and understood.
- 8/9. **Plat Map:** Prints of the preliminary and final (recordable plat), with proper signature blocks.
10. **Certified Survey Map:** A recordable document showing the legal and mapped description of the land division.
11. **Annexation Petition/Attachment Request:** Shows owner is supporting the annexation.
12. **Annexation Map:** A recordable map having the legal and mapped description of the parcel to be annexed.
13. **Sketch Plan:** An informal drawing depicting the proposal for discussion purposes.
14. **Landscape Plan:** Show location, size, type, botanical name & common name of proposed trees & shrubs. Also details surface treatments. Show walls, fence location and style, buffers/screening and similar details.
15. **Grading/Drainage Plan:** Show original & proposed grades & runoff calculations based on a 10-year storm. It is usually combined with a Storm Sewer Plan. (Storm sewer system, ditches, culverts, etc.)
16. **Water/Sewer/Storm Sewer Plans:** Show size and location of proposed water mains & fire hydrants; size and location of the proposed sanitary sewer system with gradient profiles and invert elevations; shows the proposed storm drainage system as in #15 above.
17. **Street Crossing Sections:** Section shows curb, gutter, paving, and sidewalk relative to the right-of-way width.
18. **Erosion Control Plan:** A map of existing site conditions on a scale of at least 1-inch equals 100 feet showing the site, boundaries and immediately adjacent areas which accurately identify site locations.
19. **Proposed Building Colors and Materials:** Submit samples of exterior colors and materials.
20. **Improvement Agreement:** An agreement between the developer and the Village determining park dedications and the responsibilities for street, water, sewer, and the storm sewer improvements and extensions.
21. **Annexation Agreement.**

MEETINGS AT WHICH THE REQUEST IS BEING HEARD SHOULD BE ATTENDED BY THE APPLICANT OR A REPRESENTATIVE IN ORDER TO RESPOND TO QUESTIONS AND AVOID DELAYS IN THE APPROVAL PROCESS

Village of Jackson -

I am applying for a Conditional Use Permit to license my three dogs in the Village of Jackson.

I moved to Jackson in August 2018 with three dogs (two beagles and a beagle/aussie mix). I was unaware of the three pet but only two dog ordinance as were many of my neighbors and fellow neighborhood dog owners. Since moving here I have lost two of the original three but last fall I received a bonded pair (brother & sister) of beagle pups. I am now a three beagle family.

I have an Invisible Fence Brand underground containment system that all three respect. They are beagles so they do bark at people and pets walking by, but they do not leave the yard and can't get to the sidewalk.

Thank you for considering my application

Breë, Maggie, Jackson & Harper

VILLAGE OF JACKSON TREASURER
 PO BOX 637
 JACKSON WI 53037

WASHINGTON COUNTY - STATE OF WISCONSIN
 PROPERTY TAX BILL FOR 2019
 REAL ESTATE

GIERHART, RENEE C



Parcel Number: V3 0196094
 Bill Number: 316075

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

316075/V3 0196094
 RENEE C GIERHART
 W200N16525 PINE DR
 JACKSON WI 53037

Location of Property/Legal Description
W200N16525 PINE DR
 Sec. 20, T10N, R20E
 V OF JACKSON PT OF S1/2 NW PINEHURST ADDN NO 7 LOT 2
 BLK 11 DOC 1458041
 0.230 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 45,000	ASSESSED VALUE IMPROVEMENTS 147,300	TOTAL ASSESSED VALUE 192,300	AVERAGE ASSMT. RATIO 0.895534565	NET ASSESSED VALUE RATE 0.01898076 <small>(Does NOT reflect credits)</small>	NET PROPERTY TAX 3436.31																																																												
ESTIMATED FAIR MARKET VALUE LAND 50,200	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 164,500	TOTAL ESTIMATED FAIR MARKET VALUE 214,700	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 267.78																																																													
<table border="1"> <thead> <tr> <th>TAXING JURISDICTION</th> <th>2018 EST. STATE AIDS ALLOCATED TAX DIST.</th> <th>2019 EST. STATE AIDS ALLOCATED TAX DIST.</th> <th>2018 NET TAX</th> <th>2019 NET TAX</th> <th>% TAX CHANGE</th> </tr> </thead> <tbody> <tr> <td>STATE OF WISCONSIN</td> <td>0</td> <td>0</td> <td>0.00</td> <td>0.00</td> <td></td> </tr> <tr> <td>WASHINGTON COUNTY</td> <td>129,194</td> <td>138,446</td> <td>530.78</td> <td>536.55</td> <td>1.1%</td> </tr> <tr> <td>VILLAGE OF JACKSON</td> <td>635,746</td> <td>667,377</td> <td>1,508.54</td> <td>1,536.54</td> <td>1.9%</td> </tr> <tr> <td>WEST BEND SCHOOL</td> <td>4,603,885</td> <td>4,437,650</td> <td>1,357.57</td> <td>1,444.43</td> <td>6.4%</td> </tr> <tr> <td>MOR PARK TECH COLL</td> <td>617,566</td> <td>629,734</td> <td>129.31</td> <td>132.48</td> <td>2.5%</td> </tr> <tr> <td>TOTAL</td> <td>5,986,391</td> <td>5,873,207</td> <td>3,526.20</td> <td>3,650.00</td> <td>3.5%</td> </tr> <tr> <td>FIRST DOLLAR CREDIT</td> <td></td> <td></td> <td>-55.80</td> <td>-56.61</td> <td>1.5%</td> </tr> <tr> <td>LOTTERY AND GAMING CREDIT</td> <td></td> <td></td> <td>-135.51</td> <td>-157.08</td> <td>15.9%</td> </tr> <tr> <td>NET PROPERTY TAX</td> <td></td> <td></td> <td>3,334.89</td> <td>3,436.31</td> <td>3.0%</td> </tr> </tbody> </table>						TAXING JURISDICTION	2018 EST. STATE AIDS ALLOCATED TAX DIST.	2019 EST. STATE AIDS ALLOCATED TAX DIST.	2018 NET TAX	2019 NET TAX	% TAX CHANGE	STATE OF WISCONSIN	0	0	0.00	0.00		WASHINGTON COUNTY	129,194	138,446	530.78	536.55	1.1%	VILLAGE OF JACKSON	635,746	667,377	1,508.54	1,536.54	1.9%	WEST BEND SCHOOL	4,603,885	4,437,650	1,357.57	1,444.43	6.4%	MOR PARK TECH COLL	617,566	629,734	129.31	132.48	2.5%	TOTAL	5,986,391	5,873,207	3,526.20	3,650.00	3.5%	FIRST DOLLAR CREDIT			-55.80	-56.61	1.5%	LOTTERY AND GAMING CREDIT			-135.51	-157.08	15.9%	NET PROPERTY TAX			3,334.89	3,436.31	3.0%
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					TOTAL DUE: \$3,436.31 FOR FULL PAYMENT, PAY TO LOCAL TREASURER BY: JANUARY 31, 2020 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.																																																												

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends

PAY 1ST INSTALLMENT OF: \$1,640.31
 BY JANUARY 31, 2020
 AMOUNT ENCLOSED _____
 MAKE CHECK PAYABLE AND MAIL TO:
 VILLAGE OF JACKSON TREASURER
 PO BOX 637
 JACKSON WI 53037
 PIN# V3 0196094
 GIERHART, RENEE C
 BILL NUMBER: 316075

PAY 2ND INSTALLMENT OF: \$1,796.00
 BY JULY 31, 2020
 AMOUNT ENCLOSED _____
 MAKE CHECK PAYABLE AND MAIL TO:
 WASHINGTON COUNTY TREASURER
 432 E WASHINGTON ST, PO BOX 1986
 WEST BEND, WI 53095-7986
 PIN# V3 0196094
 GIERHART, RENEE C
 BILL NUMBER: 316075

PAY FULL AMOUNT OF: \$3,436.31
 BY JANUARY 31, 2020
 AMOUNT ENCLOSED _____
 MAKE CHECK PAYABLE AND MAIL TO:
 VILLAGE OF JACKSON TREASURER
 PO BOX 637
 JACKSON WI 53037
 PIN# V3 0196094
 GIERHART, RENEE C
 BILL NUMBER: 316075



INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT



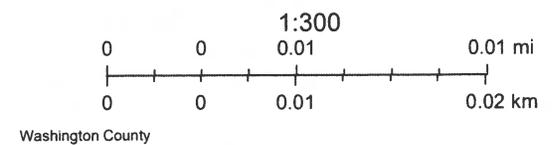
INCLUDE THIS STUB WITH YOUR PAYMENT

Washington County, Wisconsin



8/4/2020, 10:20:27 AM

- | | | | | |
|---------------------|----------------|-------------------|---------------|----------|
| Road Labels | Right-of-Way | Lot | PLSS Boundary | Landhook |
| City/Village Street | Retired Parcel | Plat | PLSS Monument | |
| Current Parcel | Municipality | Text Leader Lines | Meander Line | |



Elkhorn Veterinary Clinic, Ltd.
205 E O'Connor Drive
Elkhorn, WI 53121-4281
(262) 723-2644

Rabies Certificate

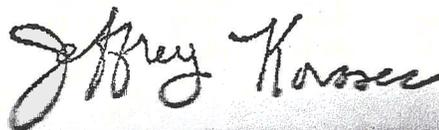
Client ID: 06335
Client Name: Renee Gierhart
Address: W200 N16525 Pine Dr
Jackson, WI 53037

Phone:

Patient ID: 46612
Patient Name: Maggie
Species: Canine
Breed: Beagle
Sex: S
Color: Blue Tic
Markings:
Birthday: 05/25/2015
Weight: 37.50 pounds on 8/17/2019
Microchip ID: 985112005527476

Tag Number: 19-1050
Lot Number: 338150B
Rabies Vaccine (3 Year)
Producer: Merck
K / MLV / R: Killed Virus

Vaccination Date: 8/17/2019
Expiration Date: 8/17/2022



Staff Name: Dr. Jeffrey Kossac
License Number: WI #404725

Elkhorn Veterinary Clinic, Ltd.
205 E O'Connor Drive
Elkhorn, WI 53121-4281
(262) 723-2644

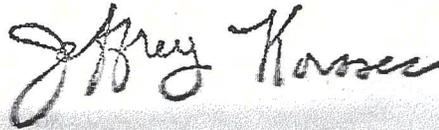
Rabies Certificate

Client ID: 06335
Client Name: Renee Gierhart
Address: W200 N16525 Pine Dr
Jackson, WI 53037
Phone:

Patient ID: 56074
Patient Name: Jackson
Species: Canine
Breed: Beagle
Sex: M
Color:
Markings: Lemon
Birthday: 06/21/2019
Weight: 12.30 pounds on 10/5/2019
Microchip ID: 933000320179230

Tag Number: 19-1275
Lot Number: 350886A
Initial Rabies Vaccination
Producer: Merck
K / MLV / R: Killed Virus

Vaccination Date: 10/5/2019
Expiration Date: 10/5/2020



Staff Name: Dr. Jeffrey Korosec
License Number: WI #404725



Elkhorn Veterinary Clinic, Ltd.
205 E O'Connor Drive
Elkhorn, WI 53121-4281
(262) 723-2644

Rabies Certificate

Client ID: 06335
Client Name: Renee Gierhart
Address: W200 N16525 Pine Dr
Jackson, WI 53037

Phone:

Patient ID: 56073
Patient Name: Harper
Species: Canine
Breed: Beagle
Sex: F
Color:
Markings: Chocolate
Birthday: 06/21/2019
Weight: 11.20 pounds on 10/5/2019
Microchip ID: 933000320179228

Tag Number: 19-1276
Lot Number: 350886A
Initial Rabies Vaccination
Producer: Merck
K / MLV / R: Killed Virus

Vaccination Date: 10/5/2019
Expiration Date: 10/5/2020

J. Grey Konec

Signature of Dr. J. Grey Konec
License Number: 300000000000000

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____ - _____

PROPERTY INFORMATION

- COMMERCIAL INDUSTRIAL RESIDENTIAL OTHER _____
- CONDITIONAL USE PLANNED UNIT DEVELOPMENT CERTIFIED SURVEY MAP
 New New CONCEPT PLAN
 Special Use Special Use OTHER _____
(For existing CU ONLY) (For existing PUD ONLY)

Property Address: N168 W 22730 Prairie View Ln Unit: _____ Jackson, WI

Parcel #: _____ Lot Size: _____ sq. ft. Building Area: _____ sq. ft.

Current Zoning: B-1 B-2 M-1 M-2 I-1 PUD Other _____ Floodplain

APPLICANT INFORMATION

Name(s): Rockford Contractors
Mailing Address: 7300 Edward Dr Lover Park State IL Zip 61111
Office: (____) _____ Cell: (815) 871-4904 Fax: (____) _____
Email: Jake@TRIincorporated.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: Brew City Pizza
D/B/A: Domino's FEIN #: 39 - 1833684
Mailing Address: 11050 W Bluemound Rd Milwaukee State WI Zip 53226
Office: (414) 350-7465 Cell: (____) _____ Fax: (____) _____
Email: John.brewcitypizza@hotmail.com
Website: _____

PROPERTY OWNER INFORMATION

Name(s): Bek + Associates
Address: 3350 S River Rd West Bend State WI Zip 53095
Office: (414) 303-1837 Cell: (____) _____ Fax: (____) _____
Email: _____

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: Gnich Architecture
Primary Contact: Michael Woodal
Address: 1001 SE Sandy Blvd Suite 100 Portland State OR Zip 97214
Office: (503) 552-9029 Cell: (____) _____ Fax: (____) _____
Email: Michael W@Gnich Arch.com

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: We are wanting approval to build the Domino's which will provide carry-out and delivery food services

Provide a brief overview of proposed use(s) of entire property and/or lease space: The leased space will be used to operate a Domino's

Hours of Operation: 11am - Midnight

Provide a brief overview of proposed daily on-site operations: Baking food then allowing customer to pick up their food or deliver the food

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: No impact

Describe all businesses, properties and other entities located adjacent to the proposed use: U.S Cellular H & R Block, Calvary, Subway

Proposed, development, on-site improvements or other construction/remodeling activities: None

Proposed grading and/or stormwater management plan: None

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: None

Proposed on-site security measures including site lighting: None

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems): Existing

Projected traffic circulation and impacts: Existing building with existing parking. total vehicles per day around 50

Setbacks from rights-of-way and property lines and height limitations: Does Not Apply

Status of State/Federal License(s) or Certificate(s) required for operation: No

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
 No Yes If yes, explain: _____

Describe any proposed signage including type and location: Replace existing signage on the building

Exterior Building Materials (type, color, etc.): Existing

Site Specific Features/Constraints: Does not apply

Parking (Total No. of spaces plus number of dedicated handicapped parking and type): 8 and handicap and parking is existing

Proposed screening/buffering from adjacent properties: No proposed exterior changes to existing building

Proposed provisions for refuse and recycling collection/storage: Existing

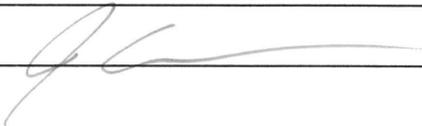
Projected Sewer/Wastewater Usage: 116,000 gal/year

Projected Water Usage: 116,000 gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Jake Chance

Applicant Signature: 

Co-Applicant Name (Print): _____

CO-Applicant Signature: _____

Date of Application: 7-30-2020

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall (Checks shall be made payable to Village of Jackson)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

TEMPORARY Expiration Date: _____, 20____

Plan Commission Approval: Meeting Date: _____, 20____

Village Board Approval: Meeting Date: _____, 20____

In-House Approval (O-T-C): Date: _____, 20____

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: Date: _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY	
Acct. #: 100-00-45730-000-00	
Date Received:	_____
Amount:	_____
Payment Type:	CH / CC / CA
Check/Receipt #:	_____
Received By:	_____

VILLAGE OF JACKSON

N168W20733 MAIN ST.
P O BOX 637
JACKSON, WI 53037-0147

Receipt Nbr: 234748
Date: 8/15/2020
Check

RECEIVED FROM ROCKFORD CONTRACTORS \$175.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-45730-000-000 PLANNING / ZONING FEES CONDITIONAL USE PERMIT-DOMINO'S/CK #4268	175.00

TOTAL RECEIVED 175.00

Receipt Memo: CONDITIONAL USE PERMIT-DOMINO'S/CK #4268



7300 Edward Dr

Loves Park IL 61111

P 1-815-871-4904

jake@triincorporated.com

To Whom it May Concern:

This letter of Intent is to explain the reason for Domino's to be Applying for a Conditional Use. We are requesting the right to Operate A takeout and delivery pizza establishment at N168W22730 Praire View Ln.

The Domino's will be built in an existing strip mall and will be situated in the center of the strip mall.

Thanks for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "JC", with a long horizontal line extending to the right.

Jake Chance
President

General Contracting

Commercial
&
Residential
Carpentry

Windows
&
Siding



7300 Edward Dr

Loves Park IL 61111

P 1-815-871-4904

jake@triincorporated.com

To Whom it May Concern:

This letter is to show the impact of the Domino's

- A. Operating hours will be from 11-midnight
- B. There are no unusual conditions the Dominos will create
- C. Between customer and drivers the trip generation will be around
70-90 generations
- D. An estimated 4-5 cars will be parked during business hours
- E. An existing sign on the building will be replaced with the
Dominos sign
- F. Construction would like to start around September 10th
And construction would be completed around December 10th
- H and I. Total water and sewage generation would be
Approximantly 116,00 gallons a year.

General Contracting

Commercial
&
Residential
Carpentry

Windows
&
Siding

Thanks for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'JC', followed by a long horizontal line extending to the right.

Jake Chance
President

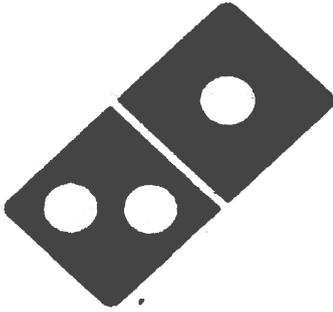


Proposed
Domino's
location

Store # 2024

N168W22724 Prairie View Lane

Jackson, WI 53037



DOMINO'S Lease Agreement

Between

Brew City Pizza, Inc.
(Tenant)

And

BEK& Associates, LLC
[Landlord]

January 2016

Lease Agreement

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Franchise Lease

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LEASE AGREEMENT

LEASE, made this ____ day of June, 2020, by and between

BEK & Associates, LLC (Landlord) and

Brew City Pizza, Inc. (Tenant)

In consideration of the respective performance by the other of all the following terms, conditions, and covenants during the term of this Lease and any extension or renewal thereof, Landlord and Tenant do hereby agree to the following:

ARTICLE 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant and Tenant rents from Landlord 1,600 useable square feet of floor space having a street address of N168W22724 Prairie View Lane, Jackson, WI 53037, referred to herein as the "Premises", which is located in the property known as Tillie Lake Business Center, referred to herein as the "Property", said Premises is depicted and cross-hatched on the attached site plan labeled as Exhibit A.

Landlord shall also provide not less than three (3) assigned parking spaces directly in front of the Premises for customers and ~~five (5) (unassigned)~~ ~~(assigned)~~ spaces of the parking lot adjoining the Premises for use of Tenant and its employees, , and invitees, and with the further right to use all of any present or future common areas and facilities, if any, appurtenant to said property, with Landlord and any other Tenants and their employees, customers and invitees, all of which shall be hereafter described as the "Premises".

In the event Said parking spaces are unassigned, they shall include the entire parking area as shown in Exhibit A. and if said parking spaces are specifically assigned they shall be such spaces as identified on Exhibit A and such other reasonable use of the parking areas which may be necessary to conduct Tenant's business.

If Exhibit A shows no assigned parking area or spaces for Tenant's use, Tenant shall be entitled to use those unassigned spaces directly adjacent to the Premises and any other parking areas appurtenant to the Premises.

ARTICLE 2. IMPROVEMENTS TO PREMISES BEFORE COMMENCEMENT OF TERM

a. Landlord at Landlord's sole cost and expense, shall make all such improvements to the premises as are specified in the specifications attached hereto as Exhibit B and incorporated herein by reference and such improvements shall be completed by the time specified in said plans and specifications. Said improvements, when completed and when all necessary approvals, including any approvals necessary to comply with building ordinances, are obtained, shall become a part of the premises which Tenant shall lease in accordance with the terms of this Lease for the rent herein specified.

b. Landlord shall comply with all laws, ordinances, regulations, statutes or other governmental regulatory schemes, no matter how designed, which relate to the construction of the improvements to the premises or the building and site which contain the premises. Without limiting the generality of the foregoing, Landlord has the specific obligation to comply with the Americans with Disabilities Act and all regulations promulgated thereto at its own expense. Tenant shall not be obligated to alter, rehabilitate, modify or otherwise perform any act to render the premises accessible or otherwise comply with said Act nor shall it be obligated to pay for any such accommodations.

c. Landlord hereby warrants that all permits necessary for Tenant's occupancy of the premises except those specifically noted herein have been acquired as of the date of the execution of this Lease. In the event that any such approvals have not been obtained as of the execution of this Lease, Landlord at Landlord's sole cost and expense shall obtain all governmental approvals necessary for tenant's immediate use to occupy said premises including any necessary permanent occupancy permits or their equivalents. Tenant shall not be obligated to occupy the premises or

to pay rent upon issuance of a temporary occupancy permit. If for any reason Tenant is not permitted to permanently occupy the premises and operate its pizza store due to the failure or inability to obtain any such licenses, approvals or permits, no matter what the cause, and such situation continues for 60 days from the date of execution of this Lease, Tenant shall have the right, exercisable in its sole discretion to terminate this Lease by providing notice of such termination to the Landlord in writing in accordance with the provisions of Article 3, paragraph c. Notwithstanding any other provision of this Agreement, Tenant shall not be obligated to pay rent for any periods during which it is unable to conduct its pizza business because of the lack of any such approvals, permits or licenses.

d. Any agreement or understanding which requires the Tenant to perform any construction or to make any improvements to the premises, whether such improvements are to be completed at Tenant's or Landlord's expense, must be approved in writing by duly authorized employees of Domino's Pizza LLC, as Master Servicer prior to execution of this Lease and attached hereto. No other person, entity or firm is authorized to commit Tenant to performing construction or making improvements to any property whether such commitment is written or oral. Tenant's commitment to make improvements or perform construction, even when approved by the headquarters of Tenant, shall not relieve Landlord of its responsibilities to acquire all governmental approvals necessary for Tenant to immediately use and occupy said premises as described in Article 2, paragraph c above, provided however that if Tenant has agreed to make improvements or perform construction, it shall be responsible for complying with the Americans with Disabilities Act only within the leased premises and not including any demising walls, doors, entry points or other access to the demised premises. The Landlord shall remain obligated to contract and pay for any accommodations necessary involving such walls, door or entry points and for all other areas not specifically under the sole control of the Tenant and within the leased premises.

ARTICLE 3. TERM

a. The term of this Lease shall be for seven (7) years and one (1) month, subject to Tenant's right to extend the term as hereafter described. The term shall commence on the day Tenant shall first occupy the premises for the conduct of its business therein which is defined to mean that it is open for the sale of its products to the public or when Tenant receives their occupancy permits, provided, however, that the term shall commence no later than six (6) months after the date of delivery of possession of the premises to the

~~Tenant in any event. Tenant's obligation to pay rent shall not commence before the term commences as defined above. Tenant shall have the right of access to the premises from and after Landlord delivery for the installation of fixtures, equipment and other additions required by Tenant, however, such access by Tenant shall not be the commencement of the term nor shall it cause Tenant to become obligated to pay rent before Tenant actually commences in the sale of its products.~~

b. The Lease term shall expire on the date which is seven(7) years and one (1) month after the date of commencement as herein above defined unless the term commences on a day other than the first day of the month, in which case the term shall expire at 12:00 midnight on the day which is years after the last day of the month in which the term shall commence.

c. Landlord acknowledges that the commencement of Tenant's operations on or before _____ is of the essence. If for any reason the premises are not ready for occupancy by the Tenant as provided herein on or before such date, Tenant shall have the option of canceling and terminating this Lease by written notice. In the event Tenant shall exercise such option of termination, this Lease shall cease with neither party being liable to the other in damages of any nature or otherwise, and any money paid to the Landlord, whether such money is paid as an advance rental, payment for improvements or monthly rental shall be immediately returned in full to the Tenant.

ARTICLE 4. RENT

1.. Monthly Rent:

a) As Monthly Rent for the Premises, Tenant shall pay Landlord in advance by the first day of each month during the term hereof without demand, according to the following schedule:

Month	Annual Base Rate Per Rentable Square Foot of the Premises	Annual Base Rent	Monthly Base Rent
1	\$0.00	\$0.00	\$0.00
2-13	\$13.00	\$20,800.00	\$1,733.33
14-25	\$13.26	\$21,216.00	\$1,768.00
26-37	\$13.26	\$21,216.00	\$1,768.00
38-49	\$13.53	\$21,648.00	\$1,804.00
50-61	\$13.53	\$21,648.00	\$1,804.00
62-73	\$13.80	\$22,080.00	\$1,840.00
74-85	\$13.80	\$22,080.00	\$1,840.00

DP Franchise Lease Agreement

Store# _____

Should the Rental Commencement be on a day other than the first day of a calendar month, Tenant's rent for that fractional month shall be calculated on a per diem basis using a thirty-day month. Rent shall be paid to Landlord at the following address: BEK & Associates, LLC, 3350 S. River Road, West Bend, WI 53095 _____ (please provide) unless Landlord gives Tenant written notice that it is to be paid elsewhere.

b) Notwithstanding anything in the Lease to the contrary Tenant and Landlord acknowledge that Tenant's rent or lease obligations shall not be determined based upon Tenant's sales.

2. Additional Rent:

a) Common Area Maintenance ("CAM"), Real Estate Taxes, and Insurance shall hereinafter be collectively referred to as "Additional Rent". CAM shall be defined as reasonable and necessary expenses incurred by Landlord for the administration, cleaning, maintenance, and repair of the Property excluding depreciation, capital improvements and equipment defined in accordance with generally accepted accounting principles ("GAAP"), improvements or alterations made for other tenants' use or costs associated with relocating any tenant, expenses in connection with enforcing the terms of any lease, reimbursable expenses, losses caused by others, Landlord's general overhead and general business expenses, legal fees, any costs incurred in marketing the Property/Building/Shopping Center including but not limited to advertising, promotional expenditures and leasing commissions, any and all compensation including but not limited to wages, salaries or benefits, any costs incurred by Landlord because of a violation or responding to a violation by the Landlord or any other third party, any and all interest, debt or amortization payments on any mortgages or ground leases, all categories of costs not included in the base year calculation of operating costs and costs involved in removal or remediation of any hazardous waste. Tenant's proportionate share of Additional Rent shall be that portion of such Additional Rent which the leasable square footage of the Premises bears to the total leasable area of the Property, which is 1600 _____ square feet divided by 9800 _____ square feet, or 16.33 _____% (please provide amounts).

b). During the first year of this Lease, the estimated amount of Tenant's Additional Rent is as follows:

CAM: \$88.00_ per month
Real Estate Taxes: \$446.00_____ per month

Insurance: \$58.67_ per month
Sales Tax (if applicable): \$ __0__ per month

Said amounts shall be paid in monthly installments beginning month two (2) of the lease. Landlord will provide a cap on increases in controllable CAM expenses not to exceed 3% of the prior year's expenses. Controllable CAM expenses would be those, which are reasonably controllable by Landlord, and would specifically exclude Real Estate Taxes, Insurance, snow and ice removal and utilities. In no event shall Landlord charge any administrative expenses or management fees to the Tenant in excess of 10% combined.

c) Landlord shall provide Tenant with supporting documentation for any element of charges passed through to Tenant under this Lease. In addition, Tenant and/or Tenant's representatives shall have the right following reasonable notice to Landlord to inspect and audit Landlord's books and records pertaining to any charges passed through to Tenant under this Lease. Such inspection or audit shall take place at Landlord's principal office for the Property. In the event any such inspection or audit indicates that Tenant has overpaid any charges under this Lease, Landlord shall credit such overpayment to the next charges due Landlord under this Lease or refund to Tenant within thirty (30) days if for the final year. The provisions of this Article shall survive termination or expiration of this Lease.

d) Within ninety (90) days after the end of the first calendar year, and each anniversary thereof, the Landlord shall deliver to Tenant a statement setting forth the amount of Additional Rent for the then current year. If Tenant's estimated monthly Additional Rent payments are less than Tenant's actual proportionate share, Tenant shall, within thirty (30) days after receipt of statement and itemization, pay Landlord the difference. If aforesaid estimated monthly Additional Rent payments of a given calendar year are greater than the Tenant's proportionate share of Additional Rent, Landlord shall subtract this amount from the next monthly rental payment due to Landlord or in the event of expiration or termination of this Lease, reimburse such amount to Tenant within thirty (30) days of notice. Copies of accounting statements, along with the real estate tax receipt and insurance bills, shall be furnished to Tenant. Tenant shall have the right, upon written notice to Landlord, to audit Landlord's books. If Tenant's audit indicates Tenant has been overcharged, then an appropriate refund shall be made to Tenant. Furthermore, if said overcharge is more than five percent (5%), Landlord shall additionally pay for the actual cost of Tenant's audit. In the event of any general or special assessment against the Property or any portion thereof that Landlord can elect to either pay in full or over

DP Franchise Lease Agreement

Store# _____

time in installments, if Landlord pays the assessment in full, there shall be included in calculating Tenant's share of taxes and assessments each year no more than the amount that would have been payable (as both principal and interest) had Landlord elected to pay the assessment in installments. Tenant shall be entitled to credit for its proportionate share of any refund or reduction in real estate taxes and assessments for the Property. If Landlord fails to submit a reconciliation of actual expenses within ninety (90) days of the immediately preceding calendar year to Tenant, Tenant shall not be obligated to pay any additional expenses for that calendar year.

170-181	\$14.94	\$23,900.10	\$1,991.68
182-193	\$15.24	\$24,378.10	\$2,031.51
194-205	\$15.24	\$24,378.10	\$2,031.51

All rent during any extension term shall be paid in advance in equal monthly installments in the manner set forth in Article 4 above.

ARTICLE 5. RIGHT TO EXTEND TERM

a. Tenant shall have the right and option to extend the term of this Lease for two (2) additional periods, each of which shall be five (5) years in duration, and which extension shall commence upon the expiration of the original term of this Lease or the expiration of any preceding extension thereof, as the case may be. Each extension shall be upon the same terms, conditions, and covenants of this Lease except as specifically provided otherwise in this paragraph or as modified by the parties in writing.

b. In addition to the foregoing right to extend the term of the Lease for an additional term of years in accordance with the preceding paragraph, Tenant shall have the right and option to extend the term of this Lease on a month to month basis at the conclusion of the initial lease term or any extended lease term as described in the preceding paragraph for a period not to exceed twenty-four months from the end of the lease term or extended Lease term as the case may be on terms identical to those in this Lease except for the payment of rent which shall be equal to 120% of the monthly rental rate in effect at the commencement of the term immediately preceding the exercise of this option.

The annual rent during the first extension term, if applicable, shall be as follows:

c. Tenant shall give Landlord notice of its election to extend a term, whether the extension is for an additional term or on a month to month basis, not later than sixty (120 60) days before the end of the term preceding the extension. In the event that the rental of the premises are continued on a month to month tenancy, Tenant agrees to give Landlord thirty (30) days' notice of its intent to vacate the premises.

Months	Annual Base Rate Per Rentable Square Foot of the Premises	Annual Base Rent	Monthly Base Rent
86	\$0.00	\$0.00	\$0.00
87-97	\$14.08	\$22,521.60	\$1,876.80
98-109	\$14.08	\$22,521.60	\$1,876.80
110-121	\$14.36	\$22,972.03	\$1,914.34
122-133	\$14.36	\$22,972.03	\$1,914.34
134-145	\$14.64	\$23,431.47	\$1,952.62

ARTICLE 6. USE AND OCCUPANCY; ADJOINING USES

The annual rent during the second extension term, if applicable, shall be as follows:

a. Tenant may only use the leased premises (the "Premises") as a quick service pizza restaurant for the preparation, consumption, dine-in, carry-out and delivery of pizza, sandwiches, salads, chicken items, pastas and related foods and beverages and those items customarily sold, either now or in the future, in a Domino's Pizza Store or other similar enterprise or establishment so long as such future use does not conflict with any applicable governmental laws, rules and regulations or any exclusive use granted prior to the date of this Lease to other tenants within the shopping center.

Months	Annual Base Rate Per Rentable Square Foot of the Premises	Annual Base Rent	Monthly Base Rent
146	\$0.00	\$0.00	\$0.00
147-157	\$14.64	\$23,431.47	\$1,952.62
158-169	\$14.94	\$23,900.10	\$1,991.68

b. Tenant shall comply with all applicable laws, ordinances, reasonable rules and regulations of any duly constituted public authority relating to its business, but if Tenant's business is prohibited by any law, ordinance, rule or regulation hereinafter enacted, or such a provision is enacted which substantially impairs the ability of the Tenant to conduct its business in a customary manner in accordance with corporate policy at that time as determined in the discretion of Tenant,

Tenant may terminate this Lease without further liability to Landlord by providing notice to the Landlord of such termination and specification of the provision which prevents such operation.

c. The premises shall be open and accessible to Tenant twenty-four (24) hours per day, seven (7) days per week, including holidays.

d. No operation currently exists, and Landlord shall not permit, directly or indirectly, within the Property of the leased premises in any building owned, leased, or controlled by Landlord, another quick service pizza restaurant that offers pizza delivery, carryout, dine-in or take & bake methods of sale.

Furthermore, Landlord shall not permit any adult bookstore, or adult theater to be operated anywhere within or upon the premises. As a guideline for determining what is an "adult bookstore", or "adult theatre", the parties agree that any commercial establishment that frequently shows or has a significant portion of its business in display, sale, rental, or viewing of publications, films videos or other visual representations or reproductions that are characterized by an emphasis on the exposure, depiction, or description of certain specified anatomical areas or the conduct or simulation of certain specified sexual activities shall not be permitted as an Adjoining Use under this section.

ARTICLE 7. ALTERATIONS AND IMPROVEMENTS

a. Landlord represents that the premises and its contents do not have any unique, historical or intrinsic value. Tenant agrees that it shall not alter, improve, or change the premises except as provided herein without the written consent of Landlord which Landlord shall not unreasonably withhold, provided, however, that the locating and relocating of room partitions, telephone, and electrical outlets, light fixtures, ovens, equipment and trade fixtures, and modifications which are necessary under any local, state or federal code or regulations to allow Tenant to conduct its operations shall not be deemed alterations, improvements or changes to the premises and shall not require Landlord approval. To the extent practicable, such work shall be done at such time and in such manner so that the conduct of such work does not unreasonably interfere with the use and enjoyment of adjoining premises, if any, by other tenants of Landlord. Landlord acknowledges that Tenant may have to modify waste disposal, water, electrical and HVAC systems in order to conduct its business and occupy the premises.

b. Landlord shall have the right to make alterations or additions to any building in which the premises are

located and to build adjoining the same, provided that such work does not unreasonably interfere with Tenant's use and enjoyment of the premises.

ARTICLE 8. MAINTENANCE BY LANDLORD

a. Landlord shall maintain and keep in repair, including replacement if necessary, to preserve the premises or the property of Tenant, the foundation, roof, lateral supports, walls, structural parts and all exterior parts of the premises and of any building in which the premises are located, except for Tenant's signs, and the door frames, door checks, and windows which are an integral part of the premises themselves. Landlord shall also replace all damaged glass existing in the premises at the commencement of the term.

b. Landlord shall further provide at its expense any and all additions, repairs or improvements to the premises that may be required now or hereafter by any law or ordinance for safety purposes excluding such additions, repairs or improvements that may be required by Tenant's specific use as a pizza bakery.

c. In the event Landlord shall be required to repair, alter, remove, reconstruct, or improve any part of the premises or of any building in which the premises are located for whatever reason, the same shall be made by Landlord with reasonable dispatch and with a minimum of interference to Tenant's business. In the event that the repairs, reconstruction or other action of the Landlord does interfere with Tenant's business as reasonably determined by Tenant, in addition to any other remedies which may be available to Tenant, all rentals shall abate during the continuation of the interference.

d. Tenant shall give Landlord prompt notice of any defective condition which Landlord is required to repair by the terms of this Lease and within fifteen (15) days thereafter Landlord shall start repairs and continue the same with due diligence until completed. If Landlord fails to do so, the same may be made or completed by Tenant and the actual expenses thereof shall be billed to Landlord by Tenant and if Landlord fails to pay the same to Tenant within the thirty (30) days of billing, Tenant may set-off the same against rent next falling due until Tenant is reimbursed in full therefore. If by reason of emergency, repairs become necessary for the preservation of the premises of Tenant's property, Tenant may make such repairs and charge the cost and expense thereof to Landlord, provided, however, that in the event of such emergency, Tenant shall make a reasonable effort to notify Landlord before proceeding with such repairs.

e. In the event any exceptions on the part of Landlord to maintain or make repairs hereunder is covered by any warranty or guarantee for the benefit of Landlord, the same shall be exercised by Landlord for Tenant's benefit at no cost to Tenant.

f. Landlord shall keep and maintain all common areas used in conjunction with the premises, including, but not by way of limitation, public restrooms, walkways, parking and landscaped areas, in a clean, attractive, and acceptable condition at Landlord's expense. Tenant shall have no obligation whatsoever to replace or pay for replacement of any area not part of the leased premises or which are within the common areas. Landlord shall provide adequate facilities for disposal of refuse, including at least provision of dumpster pads, maintenance and upkeep of the facilities, provision of a dumpster of sufficient capacity considering the disposal needs of the Tenant, complying with any governmental regulation relating to such facilities and the provision of refuse removal services at its own expense. Landlord shall also provide adequate security measures to protect the premises and the property of the Tenant, including providing adequate lighting and parking lot lighting until 1:00 AM during the week and until 3:00 AM on week-ends.

~~g. If Tenant exercises its option to extend the original term or any extension of the original term, Landlord shall repaint the premises at Landlord's expense within a reasonable time after notice of any such extension, provided, however, that Landlord shall not be obligated to repaint or redecorate any equipment, trade fixtures, or signs placed in or on the premises by Tenant.~~

h. Landlord shall maintain, repair and replace, as necessary, any defects in utilities or equipment, including all heating, ventilation or air conditioning, electrical, gas and waste disposal equipment, utilities or services, at its own expense for a period of one year from the commencement of this Lease.

i. If, after Tenant has provided Landlord with fifteen days written notice of Landlord's failure to maintain or repair the premises, the Landlord fails to repair, replace or maintain the property, premises and equipment in accordance with this Lease in a manner necessary to protect the premises and the property of the Tenant given the nature of the defect and the potential for damage, Tenant may make such corrections or hire others to make such corrections. All sums expended by the Tenant for such repair, replacement or maintenance shall be reimbursed by Landlord to Tenant within fifteen (15) days of Tenant's demand for reimbursement. In the event that Landlord shall fail to reimburse Tenant within such fifteen (15) days, Tenant

shall be entitled to deduct such charges or expenses from any subsequent installment of rent due Landlord, and Landlord shall not be entitled to maintain any action of any kind which seeks to remove Tenant from premises based upon nonpayment of rent relating to these expenses.

ARTICLE 9. MAINTENANCE BY TENANT

a. Tenant shall keep the premises in as good order and condition as when delivered to it, excepting ordinary wear and tear, damage by fire, elements, or casualty, or any damage not due to the negligence of Tenant. Tenant shall have no obligation, however, to protect, preserve or maintain any portion of the premises having unique, historical or special value, it being expressly understood by Landlord that Tenant is leasing commercial property and not historical or unique property.

b. Tenant shall keep the plumbing, heating, lighting, electrical equipment, and the ventilating and air conditioning equipment in repair. Replacement of such equipment, if necessary, shall be the obligation of Landlord at Landlord's expense.

c. If Tenant erects signs for the exclusive use of Tenant, Tenant shall repair and maintain the same in good appearance at Tenant's expense.

ARTICLE 10. COMPLIANCE WITH CODES

All repairs, alterations, additions, or improvements made by Landlord or Tenant shall comply with applicable building codes. Landlord agrees that Tenant may make any such repairs, alterations, additions or improvements which Tenant may be required to make in order to comply with applicable building codes without obtaining the approval of Landlord.

ARTICLE 11. LEASEHOLD IMPROVEMENTS, TRADE FIXTURES AND SURRENDER OF PREMISES

All leasehold improvements, trade or other fixtures, merchandise, supplies, and equipment owned by Tenant or installed in the premises at Tenant's expense shall be the property of Tenant and at the end of the term or any final extension thereof, Tenant may remove these without the Landlord's consent. The Tenant may abandon these items at the property only with Landlord's prior written consent at Tenant's sole option and without any cost or charge to Tenant. Tenant shall not be required to remove improve walls, flooring, or other fixtures of improvements or to return the premises to their original condition at the conclusion of the Lease. Tenant shall thereafter peaceably yield up

the premises to Landlord in a clean, broom swept condition, excepting ordinary wear and tear, alterations and changes approved or required of Tenant, damage by fire, elements, or casualty, or any damage not due to the negligence of Tenant, provided, however, that Tenant shall repair any damage to the remaining premises caused by the removal of its property.

ARTICLE 12. TENANT'S SIGNS

Tenant may install its customary and usual Domino's Pizza display signs (including pole-type or tenant-shared signs if they are permitted and/or available) on and adjacent to the Premises, subject to:

- (1) Landlord's approval, which will not be unreasonably withheld;
- (2) Specific sign requirements set forth in any sign exhibit attached to this Lease;
- (3) Applicable local zoning ordinances and restrictive covenants.

All approved signage installed upon the Premises shall be in good taste so as not to detract from the general appearance of the Premises or any building in which any part of the Premises are located, and such signs may specifically include window graphics or neon signs and internally backlit awning or canopy signs which are approved by Tenant's Franchisor as standard images or advertising practices. The signs, advertisements, notices, logos, lettering, standard images, and advertising practices of the Domino's Pizza LLC advertising program, as set forth in the renderings attached to this rider, are hereby acknowledged by Landlord to be acceptable signage meeting the requirements hereof.

ARTICLE 13. UTILITY EQUIPMENT AND SERVICE

a. Landlord at its expense shall furnish the premises with all necessary utility equipment and connections including, but not by way of limitation, all leads from the utility service provider to and into the premises and all inlets and outlets therefore within the premises or which service the premises (even if not located within the premises) for all utilities including heat, air conditioning, electricity, gas (2" gas line minimum), water and waste disposal, and Landlord shall keep in operating order and repair or replace the same at its own expense so as to provide sufficient capacity for the efficient use of Tenant's ovens, appliances or equipment of any nature and any and all replacements or additions thereto and for the conduct of Tenant's business in general and for the comfortable occupancy and use of the premises. Landlord shall be liable and responsible for any service interruptions not caused by force majeure as hereinafter defined. Landlord shall provide separate metering of all utilities used in the premises at its expense.

b. All appropriate utilities shall be extended to and separately metered for the Premises at Landlord's expense prior to the Delivery Date. Landlord, not Tenant, shall be responsible for any tap fees or other fees required to connect utilities to the Premises. Landlord shall furnish and Tenant shall pay for the following utilities charged against the Premises during the term of this Lease: electric, gas, water, sewer and waste or trash removal. In the event utilities that are Landlord's responsibility are not paid when due, Tenant shall have the right to pay the same and thereafter to deduct the amounts so paid from the next rent installment due hereunder.

ARTICLE 14. MECHANIC'S LIENS

Any mechanic's lien filed against the premises for work or materials furnished to either Landlord or Tenant shall be discharged by such respective party responsible therefor, provided, however, that either party shall be entitled to contest any such liens and the obligation to discharge a contested lien shall not arise until all legal proceedings which contest the validity of such liens shall have been finally terminated. In the event that either party desires to contest any mechanic's lien filed, such party shall be responsible for the cost of defense in addition to amounts claimed. Notice of any notice of a lien, an intent to file a lien or a default received or known to either party shall be forthwith given to the other party.

ARTICLE 15. ACCESS BY LANDLORD

a. Landlord, at reasonable times and frequency, and with prior notice to Tenant, shall have the right to enter the premises to examine the same, and to make such repairs, alterations, improvements or additions required hereunder without the same constituting an eviction of Tenant in whole or in part. Landlord shall also have the right during the last ninety (90) days of Tenant's occupancy to enter the premises at reasonable times and with prior notice, to show the premises to prospective purchasers, mortgagees, or Tenants. Rent shall not abate while any repairs, alterations, improvements, or additions are being made provided that Landlord shall proceed expeditiously with the same and without unreasonable interference or interruption to Tenant's use of the premises.

b. If Tenant shall not have exercised its right to extend the term within the required time, Landlord may post, within the last ninety (120 90) days of Tenant's occupancy, a customary For Rent or For Sale sign near the premises advertising the property for lease or sale. No sign shall be posted in any window or doorway of

the store portion of the premises during Tenant's occupancy.

ARTICLE 16. PAYMENT OF PROPERTY TAXES

a. Landlord shall promptly pay when due all real property taxes and special assessments lawfully levied against the premises.

b. Landlord and Tenant shall respectively pay promptly all personal property taxes lawfully levied against personal property of any kind owned by each of them upon or about the premises.

ARTICLE 17. PERSONAL INJURY AND PROPERTY DAMAGE INSURANCE

a. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, liability, and expense for damages to any person or property in, on, or about the premises arising out of the acts or neglect of Tenant. Tenant shall procure and keep in effect during the entire term hereof public liability and property damage insurance in which the limits of public liability shall be \$1,000,000.00 combined single limit coverage, and shall cause Landlord to be named as an additional named insured party therein to the extent of its interest.

b. Landlord shall indemnify Tenant and save it harmless from and against any and all claims, liability, and expense for damages to any person or property in, on, or about the premises, including but not by the way of limitation, any parking area or other common areas, arising out of any acts or neglect of Landlord or other tenants of Landlord. Landlord shall procure and keep in effect during the entire term and extensions thereof public liability and property damage insurance in which the limits of public liability shall be at least \$1,000,000.00 or more combined single limit coverage and shall cause Tenant to be named as an additional named insured party therein to the extent of its interest.

c. Tenant and Landlord shall each deliver such certificates thereof to the other, and shall also deliver evidence of renewals thereof not less than thirty (30) days prior to the expiration of such coverage. In default of the obtaining of such required insurance the other party, at its option, may procure the same for the account of the defaulting party and the cost thereof shall be immediately reimbursed to the procuring party by the defaulting party upon the billing therefore to the defaulting party. In the event such debt is not reimbursed within thirty (30) days of billing, the procuring party may offset the amount thereof against

any amounts owing the defaulting party, including rent, by the procuring party.

d. Said policies shall contain a clause that the insurer will not cancel or change the insurance without first giving both parties sixty (60) days prior written notice. Such insurance may be furnished by either party under a blanket policy or separate policy and shall be issued by a company licensed to do business in the state in which the premises are located.

ARTICLE 18. PREMISES INSURANCE

Landlord shall carry fire and extended coverage insurance on all of the buildings and improvements on the premises in an amount equal to at least eighty percent (80%) of the replacement value thereof and such insurance coverage shall be adjusted annually to such ratio. Such insurance shall be maintained by Landlord for as long as the leased premises remains as a Domino's Pizza store. Landlord represents that the total replacement value of the premises is \$1,320,000. Said insurance shall insure against such hazards as are included in a standard extended coverage endorsement and Landlord may also carry at its option additional special extended coverage endorsements. Such insurance coverage by Landlord shall exclude Tenant's merchandise, trade fixtures, furnishings, equipment and all other personal property of Tenant.

ARTICLE 19. DAMAGE TO PREMISES

a. In the event the premises or any material portion thereof or any adjoining property shall be damaged by fire or other casualty during the term hereof so as to render the premises, including any common area, untenable, Landlord shall promptly restore the same to their previous condition, and a just proportion of the rent, according to the extent to which the premises and any common areas have been rendered untenable, shall abate until the premises shall have been restored and put in proper condition for use and occupancy by Tenant, provided, however, that if the damaged premises cannot be made tenable within 120 days after the occurrence of such damage, Tenant may terminate this Lease forthwith upon thirty (30) days written notice thereof delivered to Landlord and any rent paid in advance of such termination by Tenant shall forthwith be refunded to it. The failure of the Landlord to restore the premises to their prior condition within 120 days shall be deemed to be conclusive proof of the right of Tenant to terminate the Lease. If any authority having jurisdiction thereof shall determine that the premises or any building of which the premises are a part should be demolished and removed because of damage, this Lease shall terminate at the option of

Tenant and any rent paid in advance of such determination by Tenant shall be refunded to it.

b. Landlord and Tenant hereby release and discharge each other and any employee or representative of each from any liability whatsoever hereafter arising from loss, damage, or injury caused by fire or other casualty for which insurance is required to be carried hereunder ~~by the injured party at the time of such loss, damage, or injury to the extent of any recovery by the injured party under such insurance, provided such insurance permits a waiver of liability and subrogation rights.~~

ARTICLE 20. EMINENT DOMAIN

If the whole or any part of the premises or any building in which the premises are located, or more than twenty-five percent (25%) of any parking area which is a part of the premises, shall be taken by or conveyed to any public authority under the power of eminent domain or by private purchase in lieu thereof, Tenant may terminate this Lease forthwith as of the date possession of such premises shall be delivered to such condemner or purchaser and any rent paid in advance, as of such delivery date, shall be refunded to Tenant. In the event Tenant shall not exercise such option, Landlord shall immediately make all necessary repairs and improvements to the premises and any building and common areas of which the premises are a part to restore the same to a complete architectural unit. Tenant shall have the alternative right to continue the possession of any part of the premises not taken under the power of eminent domain, under the same terms and conditions hereof, provided that the rent reserved herein shall be reduced in direct proportion to the part of the premises so taken by eminent domain. Both Landlord and Tenant shall be entitled to proceeds arising from condemnation or the threat thereof, in accordance with their respective interests in the premises, and nothing contained herein shall be deemed or construed to prevent Landlord or Tenant from enforcing and prosecuting a claim for the value of their respective interests in a condemnation proceeding brought against either under a power of eminent domain.

ARTICLE 21. BANKRUPTCY

In the event the premises or any rights therein shall be levied on by execution or other process of law by a creditor of either party or if either party shall be adjudged bankrupt or insolvent, or if any receiver shall be appointed for the business and property of either party, or if any assignment shall be made of either party's property for the benefit of creditors, including a foreclosure of the Landlord's interest in the premises by any mortgage lender thereby diminishing any right or

privilege granted by this Lease to the other party, then the other party may terminate this Lease forthwith.

ARTICLE 22. FORCE MAJEURE

Neither party hereto shall be required to perform any term, condition, or covenant of this Lease during such time performance, after the exercise of due diligence to perform, is delayed or prevented by acts of God, civil riots, organized labor disputes, or governmental restrictions. Neither party shall be excused from performing any term, condition, or covenant of this Lease because of any act or omission of such party.

ARTICLE 23. WARRANTIES AND REPRESENTATIONS BY LANDLORD

In addition to any other warranties and representations by Landlord contained herein, Landlord expressly warrants and represents to Tenant:

- i. that the premises are properly zoned and improved at the time of execution of this Lease, that Landlord is not aware of any intent to change the current zoning, that the construction of the premises complies with all local planning or zoning commission plans or orders, and that such zoning and improvements permit the use thereof by Tenant for its purposes stated in this Lease; and
- ii. that the Landlord has complied with all current and existing building codes and local ordinances or regulations relating to the premises or the property which contains the premises, including any access or parking areas, and that if such codes require the upgrading of any facilities within the premises, the Landlord has made all such required upgrades at its expense; and
- iii. that the premises have a valid certificate of occupancy and ~~a use permit has been obtained or, if not obtained, there is no impediment to Tenant being issued a use permit; and~~
- iv. that Landlord has not covenanted or agreed with anyone to restrict the use of the premises for Tenant's purposes and Landlord knows of no covenants, agreements, or restrictions affecting the premises which would prohibit or restrict such use by Tenant; and
- v. that Landlord owns the premises and any building of which the premises are a part and has the right to lease the premises to Tenant and agrees to provide conclusive evidence thereof to Tenant on demand; and

vi. ~~that Landlord has been advised of Tenant's utility requirements and that all necessary utilities are available to the Tenant to conduct its business and all existing utilities and related equipment are in good working order or condition at the commencement of this Lease; and~~

vii. ~~that there are no environmental or health hazards in or about the premises of any kind, including, but not limited to, those hazards regulated by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, asbestos or similar materials; and~~

viii. that all exits, fire suppression equipment and restroom facilities in the premises, whether such equipment, improvements or exits currently exist or are to be provided by the Landlord, comply with current applicable laws, regulations or codes of any governmental agency having jurisdiction over such matters.

ARTICLE 24. BROKERAGE COMMISSIONS

Landlord shall defend, indemnify and hold Tenant harmless against any and all claims of or liability for any brokerage commissions or finder's fees related in any way to Tenant's lease of the premises or any part thereof. Landlord shall not accept any rebate, return, gratuity or other compensation from any person involved in the negotiation or consummation of this Lease, including any brokers, employees or agents acting on behalf of the Tenant.

ARTICLE 25. QUIET ENJOYMENT BY TENANT

Landlord covenants that if Tenant performs all the terms, conditions, and covenants of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the premises for Tenant's purposes for the term hereof without hindrance or interruption.

ARTICLE 26. SUBORDINATION TO LANDLORD'S MORTGAGE AND ATTORNMENT

Tenant, at Landlord's request, shall subordinate Tenant's interest hereunder in writing to any lien or mortgage now or hereafter placed on the premises and to all advances made or thereafter to be made upon the security thereof, provided that such lienee or mortgagee shall agree in writing that Tenant's rights and obligations hereunder shall not be diminished in any way because of such lien or mortgage.

ARTICLE 27. SALE OF PREMISES BY LANDLORD

Any sale of said premises by Landlord shall be subject to all rights of Tenant and Tenant's assigns, if any, hereunder and Landlord shall furnish Tenant with such purchaser's acknowledgment and agreement thereto in writing as prerequisite of such sale. Landlord shall immediately notify Tenant of any sales, foreclosures or other transfers of title, and shall provide Tenant with the effective date of sale and the name, address and telephone number of the purchaser or foreclosure devisee. Tenant shall have the right to withhold rent if there is any dispute between the Landlord and the purchaser or foreclosure devisee of the property as to who should receive such rental payments. Upon all such sales, Landlord shall transfer any and all sums paid by Tenant to Landlord and not accrued against a past liability of Tenant to the purchaser on or before the closing of the sale or transfer of title. In the event that Landlord does not transfer such monies, Tenant shall have the right to refuse to attorn to the purchaser until such transfers are made.

ARTICLE 28. ASSIGNMENT AND SUBLEASING BY TENANT

a. Anything contained in the Lease to the contrary notwithstanding, Landlord agrees that the Lease and the right, title and interest of the Tenant and any subsequent or successor Tenant thereunder, shall be assigned, at the sole and exclusive option of Domino's Pizza LLC, to Domino's Pizza LLC or to an approved franchisee of DPPI or DPF (each, a "Successor Tenant") provided Landlord receives notice of such assignment, and further provided, that the assignee shall execute such documents evidencing its agreement to thereafter keep and perform, all of the obligations of Tenant arising under the Lease from and after the time of such assignment. Further, Successor Tenant shall have no responsibility for prior defaults under the Lease and Landlord shall not terminate the Lease upon assignment.

b. As to all others Tenant shall not have the right to assign, transfer, hypothecate, or mortgage this Lease, or sublease the premises or any part thereof, without the consent of Landlord, which consent shall not be unreasonably withheld.

ARTICLE 29. DEFAULT OF TENANT AND TERMINATION

a. Landlord shall give Tenant written notice of any default by Tenant or assignee hereunder. If Tenant fails to pay the rent hereunder within fifteen (15) days after written notice of such default shall have been received by Tenant, or if Tenant fails to perform any other term, condition, or covenant of this Lease for more than thirty (30) days after notice of such failure

shall have been received by Tenant, unless the cure of such failure requires more than thirty (30) days and Tenant is diligently pursuing such cure, Landlord shall then have the right to pursue any right or remedy to which Landlord is entitled under the applicable law or this Lease, including termination for such failure.

b. Landlord shall give written notice to Domino's Pizza LLC, as Manager, (concurrently with the giving of such notice to Tenant), of any default by Tenant under the Lease and Domino's Pizza LLC may cure such default at its sole option. Notice shall be sent via USPS mailing services to PO Box 485, Ann Arbor, MI 40106-0485, or via any overnight courier services requiring a street address to 24 Frank Lloyd Wright Drive, Ann Arbor, MI 48105-9484.

ARTICLE 30. DEFAULT OF LANDLORD AND TERMINATION

~~Tenant shall give Landlord written notice of any default by Landlord hereunder. If Landlord fails to correct the default within fifteen (15) days after notice of such default shall have been received by Landlord, or if Landlord fails to perform any other term, condition, or covenant of this Lease for more than thirty (30) days and Landlord is diligently pursuing such cure, Tenant shall have the right to pursue any right or remedy to which Tenant is entitled, under the applicable law or this Lease, for such failure. Notwithstanding any other provision of this Lease, Tenant shall have the right to terminate this Lease on thirty (30) days written notice if: Landlord has breached any warranty or agreement made by Landlord; if more than 25% of the space available within the center containing the premises is unoccupied for more than sixty (60) days; if Tenant loses its right to conduct its business because of governmental action of any type; or if Tenant determines to terminate this Lease. Such rights shall be in addition to any rights Tenant may have as a result of a breach or default by the Landlord.~~

ARTICLE 31. NONWAIVER OF DEFAULT AND EXPENSES

Waiver of any breach of the terms, conditions, or covenants of this Lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any succeeding breach of the same or another term, condition, or covenant hereof, and the consent, approval, or acquiescence by Landlord or Tenant to any breach shall not waive or render unnecessary such consent or approval to or of any subsequent similar breach. In the event of litigation between Landlord and Tenant relative to the rights, obligations and duties of either party under this Lease,

reasonable attorney's fees and costs (including expert witness fees) of the prevailing party shall be paid by the non-prevailing party.

ARTICLE 32. HOLDING OVER

If Tenant holds over after termination of this Lease, the tenancy thereafter shall be from month to month, subject to all terms, conditions, and covenants of this Lease.

ARTICLE 33. RECORDING OF LEASE

Tenant shall not record this Lease without written consent of Landlord, which shall not be unreasonably withheld. Notwithstanding the foregoing sentence, upon the request of either party hereto, the other party shall join the execution of a memorandum or so called "short form" of this Lease for the purposes of recordation in such form as required for recordation and any costs and expenses for same shall be paid by the requesting party.

ARTICLE 34. ENTIRE AGREEMENT

This Lease, along with any agreements, exhibits, letter agreements and similar documents which are specifically incorporated herein and which include:

- Exhibit A - Site/Plot Plan
- Exhibit B - Improvements
- Exhibit C - Signs
- Exhibit D - Start Date Agreement

shall constitute the entire agreement of the parties hereto and any prior agreement between the parties relating to the premises, whether written or oral, is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified, or discharged by agreement in writing signed by both parties hereto.

ARTICLE 35. EXERCISE OF RIGHTS AND NOTICE

The exercise of any right, privilege, duty or obligation of any party hereto or the giving of any notice, demand or request permitted or required hereunder shall be in writing and personally delivered or mailed to the other party unless a specific provision of this Lease provides otherwise. Such mailing or the mailing of any other notice required or permitted under this Lease shall be made by registered or certified United States mail or overnight express delivery service, postage or freight charges prepaid, addressed to the other party at the following respective addresses:

Landlord: BEK & Associates, LLC ATTN: Jo Sadownikow 3350 S. River Rd., West Bend, WI 53095

Tenant:

Brew City Pizza, Inc.
Attn: Douglas Baretz
11050 W. Bluemound Rd
Wauwatosa, WI 53226

With a Copy to:

Domino's Pizza LLC, as Manager
ATTN: Franchise Services
(Street Address: Overnight Service)
24 Frank Lloyd Wright Drive
Ann Arbor, MI 48105-9484

Or

(USPS Mailing Address)

PO Box 485

Ann Arbor, MI 48106-0485

or such future changed address of which notice shall be given to the other party in writing in accordance with the above provisions.

ARTICLE 36. APPLICABLE LAW

This Lease shall be governed by, and construed in accordance with the laws of the state in which the premises are located. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 37. BENEFIT OF AGREEMENT

The terms, conditions, and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

ARTICLE 38. BINDING AGREEMENT

The Lease shall become legally binding upon actual receipt by Tenant of an original lease document fully executed by all parties in such form as is legally required by the laws of the state where the Premises are located.

ARTICLE 39. HAZARDOUS MATERIALS

(a) Landlord represents and warrants to Tenant that, as of the Commencement Date, the Premises will be free of and from all environmentally hazardous materials. In the event that hazardous materials, including but not limited to mold, fungi, bacteria and other microbials ("Microbials"), are identified as present in the Premises, Property, and/or Common Areas during the term of this Lease and are not introduced by Tenant, Landlord shall promptly remove said hazardous materials at its sole expense. Landlord shall hold harmless and indemnify Tenant for any hazardous waste cost, clean-up, fine, damage, or judgment unless caused by Tenant. Landlord acknowledges that failure to fully and promptly comply with the terms of this Section 27 shall be considered a Landlord Default subject to Tenant's remedies in Section 24. Tenant shall only be responsible for removal of hazardous materials it or third parties directly under the control of Tenant introduce into the Premises.

(b) Tenant shall and does hereby agree to indemnify, defend and hold harmless Landlord, its successors and assigns from and against any and all liability, loss or expense, including attorney's fees, whether now existing or arising in connection with any federal or state statute, law, ordinance, regulation or judgment related to the existence, disposal or release of Microbials or pollutants brought onto the Premises by Tenant, its agents, employees or contractors. This covenant shall survive termination of this Lease.

ARTICLE 40. CONSENT

In each and every instance where the consent or approval of either party is required, said consent or approval shall be given in a prompt manner, and shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 41. ATTORNEY FEES.

If suit shall be brought for breach of any condition contained in this Lease, the losing party shall pay to the prevailing party a reasonable attorney fee that shall be fixed by the court. Any such attorney fee shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of the action.

ARTICLE 42. TITLE

Landlord represents and warrants that Landlord owns the Premises and the Property, and has the authority to lease the Premises.

ARTICLE 43. DE-IDENTIFICATION

DP Franchise Lease Agreement

Store# 2024

Landlord acknowledges that Tenant is entering into this Lease in order to operate a Domino's Pizza franchise, as an independent business entity. It is agreed that upon termination or expiration of this Lease, or upon termination or expiration of the Franchise Agreement, Tenant shall, at Tenant's sole expense, and within ten (10) business days, make such reasonable modifications to the exterior and interior of the Leased Premises (including interior and exterior signage, menu boards, job aids, product photos, and the like) as is necessary or useful to fully eliminate all identification and appearance as a Domino's Pizza Store.

option and in addition to other rights and remedies it may have, make said modifications on Tenant's behalf. Furthermore, Tenant agrees to promptly pay and reimburse Domino's Pizza LLC on demand for any costs incurred by Domino's Pizza LLC including, without limitation, the proportionate compensation of its employees who devote time and render services in the de-identification of the Leased Premises. The foregoing shall not, however, give Landlord or any other entity additional rights to require the restoration or repair of the Leased Premises beyond that which is agreed to between Landlord and Tenant. Landlord acknowledges that Domino's Pizza LLC will not be required to make any repairs, restorations, or de-identifications of the Lease Premises unless it exercises its option to make said modifications.

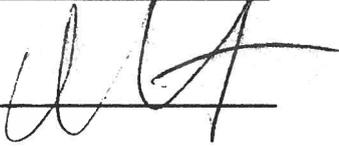
If Tenant fails or refuses to timely and fully de-identify the Leased Premises to the extent and in the time and manner required by the foregoing paragraph of this Rider to Lease, Domino's Pizza LLC may, at its sole

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

TENANT:

Douglas Baretz
(print Tenant name)

(signature)



Witness

Witness

LANDLORD:

KRAIG K. SADOWNIKOW
(BEK & Associates, LLC, Kraig Sadownikow, Member)

(signature)



Witness

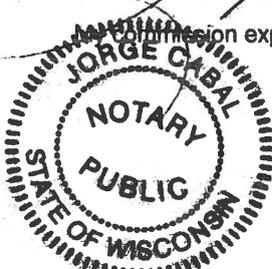
Witness

NOTARY FOR TENANT:

STATE OF Wisconsin
COUNTY OF Winnebago

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ of _____ a _____ corporation on behalf of said corporation.

Notary Public

[Signature]
Commission expires: 12-12-2023


DP Franchise Lease Agreement

Store# _____

NOTARY FOR LANDLORD:

STATE OF Wisconsin

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 23rd day of June, 2020 by Roi Sadomikaw of Roi & Associates, LLC a corporation on behalf of said corporation.

Notary Public

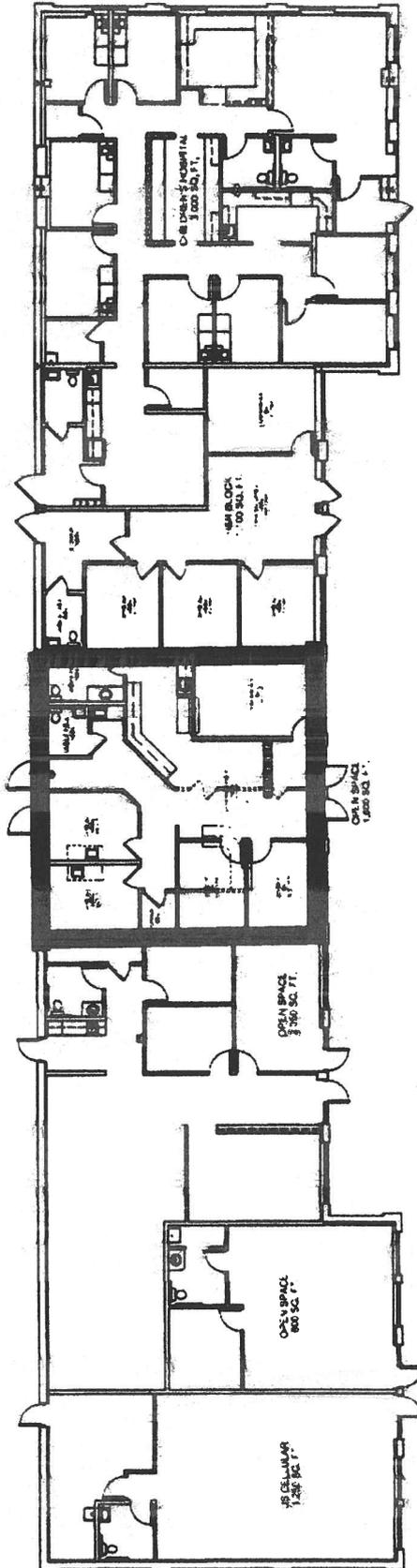
Emily Liddicoat

My commission expires: 1/22/2022



EXHIBIT A

SUBJECT SPACE



BEK1 - FLOOR PLAN

Exhibit B
White Box Specifications
Landlord's Work

Ingress/Egress:

- Necessary curbs, sidewalks, parking, and drives to meet state, local and ADA codes related to accessibility and condition.
- Appropriate quantity and size of doors with applicable exit hardware to meet state, local, and ADA codes for occupancy

Storefront & Exterior:

- Provide storefront framing and glass to include door, closer, and lock to meet state, local, and ADA codes
- Provide insulation and drywall at tenant side of exterior wall

Walls:

- Demising walls in place to include studs, drywall (1 hr. rated), and minimum **3" sound batt insulation to the deck**
- Walls sanded, smooth taped (fire taped as required) and ready for paint
- **IF EXISTING:** Demolish existing interior partitions to provide clean and open space to accommodate tenant's plan (Exhibit A). If any existing walls are to remain, wall covering shall be removed and wall made ready for paint. Laminating drywall is an acceptable method, provided floor space is not compromised. Existing ceiling system & light fixtures to be patched at points of partition demolition and restored to "like-new" condition/appearance. left in place per GC Jake

Floor:

- Existing floor to be ready for carpet installation Landlord to remove existing carpet per GC Jake
- Trench or gravel areas to be poured in place following placement of restroom plumbing service. Provide trowel finish ready for carpet.
- Control joints, cracks and seams in floor slab to be a minimum to avoid excessive floor preparation. Areas of settling or excessive unevenness to be floated and ready to accept flooring.

Ceiling:

- **IF EXISTING:** Replace stained, chipped, damaged ceiling tiles with new tiles to create like-new appearance. Tiles to match in color and style. Suspended grid to be painted and clean with holes filled and installed with no visible "dip" to allow for level wall construction. Areas of prior demolition to be replaced/repared to create "like-new" appearance. Landlord to leave existing ceiling & light fixtures in place per GC Jake.

Restroom:

- Restroom(s) completed to minimum state/city/ADA code for type and number of fixtures to allow for projected occupant load and include required accessories. Fixtures and accessories to be commercial grade to include wash basin, toilet, exhaust fan, hand towel dispenser, toilet paper dispenser, mirror, and grab bars. Walls to be framed with drywall ready for paint. Restroom door to be paint grade ADA compliant door and frame with ADA compliant hardware and privacy lever set.
- Furnish and Install hot water heater or in-line heater to provide hot water at wash basin and slop sink (if applicable). Unit to be mounted above ceiling or per applicable code requirements.
- **IF EXISTING:** Verify if ADA upgrade is required to meet state and local codes. Toilet and wall hung lavatory or like-new vanity to be in good working order, replace if rust or water deposit stains exist. All accessories per state and local codes to be in place including but not limited to: towel

DB KS

dispenser, toilet paper dispenser, mirror, and grab bars. Hot water heater to be in place for hand sinks.

- Landlord to leave (2) existing restrooms "as is" for Dominos customer use & other possible employee use. No Mop Sink currently on site.
- Landlord to provide 1" water line.

HVAC:

- Heating installation shall be such as to provide interior conditions of seventy (70) degrees inside the space when the outside conditions are minus ten (-10 degrees). The air conditioning system shall be installed and sized on the basis of 1-ton of air conditioning for every one hundred sixty (160) square feet of demised Premises. Distribution to include main trunk line and Tenant to install branch lines appropriately sized supply and return grilles to provide adequate air flow throughout in accordance with local codes. Landlord to Provide new 2" gas service if required.
- Thermostat checked and operational
- Air balance and outside air intake per ASHRAE standards
- CONTROLS: All controls for Domino's Pizza LLC space to operate only the duct, diffusers, FTU, VAV or other related HVAC equipment inside the Domino's Pizza LLC space. No other space, corridor or unit to be connected to the "system" for the Domino's Pizza LLC space.

Electrical:

- Landlord to provide separately metered electric service serving tenant space only. Service to include separate electric panel handling tenant connected load only. Panel to be sized appropriately to handle tenants HVAC, Water Heater, Lights, Receptacles and other connected load shown on plan. Panel to provide two (2) spare circuits for future use.
- 200 AMP/ 3 Phase electrical with 42 circuit panel box
- Equivalent receptacles to a minimum of one duplex every ten feet on each demising partition; plus GFI convertible receptacles in restroom(s).
- Two dedicated quadplex isolated ground receptacles with orange devices for tenant provided equipment All outlets in remaining existing walls to stay and no new outlets or switches are necessary per GC Jake.
- Notwithstanding anything contained to the contrary herein, Landlord shall provide 2" Gas Line per Tenant plans stubbed to rear of building.
- IF EXISTING: All above requirements apply

Lighting:

- Exit/emergency lighting at each egress door
- Switches for each restroom (light and fan) plus 3-way for all 2 X 4 lights
- IF EXISTING: If lighting is existing, provide all new lamps and clean lenses prior to occupancy. All other requirements for quantities apply. Light fixtures to match in lamp color and lens style to create a uniform appearance throughout. Relocate/add lights in accordance with furniture plan to accommodate one fixture per 75 square feet. Any new lighting will be at Tenants expense.

Fire Protection:

- Provide fire suppression system to accommodate new partition layout in accordance with all state and local codes. Work to include obtaining all related permits and inspections required by governing authorities.
- Provide description of any Life Safety system provided in building and its operation
- IF EXISTING: Provide sprinkler layout with existing and additional heads as required to meet to meet state and local codes. Drop heads for new partition layout and verify heads are in the tile. Include necessary permits and inspections
- No sprinkler system present. Main fire panel can be tied into for strobes & alarms.

Other:

- Provide dedicated sign circuit with photo-cell control for illuminated signage as follows; Verify existence and functionality of sign circuit along sign band serving subject face. Existing circuit must be located in/on the sign band above the subject space and within six feet (6') of the centerline of the space. The circuit should be direct feed from the electrical panel within the tenant space and be fed through a time clock or photocell. Should the circuit not exist and/or be deemed non-functional, landlord to provide installation of new dedicated sign circuit, photocell and junction box to be mounted within the sign band no more than six feet (6') from the centerline of the subject space.
- Slop sink as required by code GC Jake is aware no slop sink on site
- Phone service to space to allow for minimum of 4 incoming lines

Permits & Inspections:

- Landlord to complete and deliver all white-box work in accordance with all state and local codes and compliant with ADA requirements. The Landlord shall deliver the space clear of any impediments and/or open permits which may or may not hamper tenant's ability to procure a permit for tenants work and/or prevent tenant from obtaining a certificate of occupancy. Landlord to obtain permit for Demo. Tenant to obtain permit for buildout.

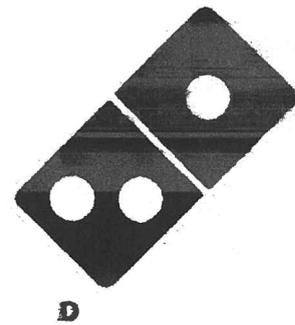
DB

K.S.

EXHIBIT C

Domino's Pizza Theatre Signage / New Logo

Graphics: Entryway



A. Welcome customer entry door	273243	\$18.40
B. Welcome glass partition wall vinyl	273260	\$93.20
C. "Now Serving - Open" peel sign	284050	\$260.00
D. Logo window vinyl	273259	\$37.60

SIGNAGE

DOMINO'S PIZZA THEATER CONSTRUCTION MANUAL - 01 15

Typeface

PRIMARY TYPEFACE

Trade Gothic Bold Condensed No. 26

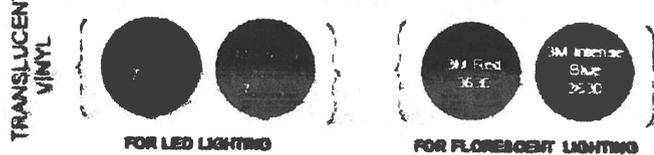
**AaBbCcDdEeFfGgHh IJjKkLlMm
NnOoPpQqRrSsTtUuVvWwXxYyZz
1234567890**

PRIMARY COLORS

PANTONE colors should be used for any printed media where pantone swatches are specified.



TRANSLUCENT VINYL colors should be used when any illumination is necessary.



PRIMARY ORIENTATION
SPATIAL RELATIONSHIP



ORIENTATION:
The life logo must always appear at a 45° angle to the right.



SPATIAL RELATIONSHIP:
The life logo should always have a side area around it at least 100% the diameter of the white dot, or "grip", in the logo. This gives our logo room to breathe and helps them stand out. Height of next of "o" distance between type and tile. No Elements may be positioned within the protected zone.

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____ - _____

PROPERTY INFORMATION

- COMMERCIAL INDUSTRIAL RESIDENTIAL OTHER _____
- CONDITIONAL USE PLANNED UNIT DEVELOPMENT CERTIFIED SURVEY MAP
- New New CONCEPT PLAN
- Special Use Special Use OTHER _____
- (For existing CU ONLY) (For existing PUD ONLY)

Property Address: N161 W20068 Riverview Drive Unit: _____ Jackson, WI

Parcel #: V3 0199085 Lot Size: 0.25 acre sq. ft. Building Area: 1092 sq. ft.

Current Zoning: B-1 B-2 M-1 M-2 I-1 PUD Other _____ Floodplain

APPLICANT INFORMATION

Name(s): Kris & Holly King

Mailing Address: N161 W20068 Riverview Drive, Jackson State WI Zip 53037

Office: (____) _____ Cell: (262) 689-1959 Fax: (____) _____

Email: wbkings1998@gmail.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: _____

D/B/A: _____ FEIN #: _____ - _____

Mailing Address: _____ State _____ Zip _____

Office: (____) _____ Cell: (____) _____ Fax: (____) _____

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): Kris & Holly King

Address: N161 W20068 Riverview Drive, Jackson State WI Zip 53037

Office: (____) _____ Cell: (262) 689-1959 Fax: (____) _____

Email: wbkings1998@gmail.com

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: A to Z Quality Fencing

Primary Contact: Traci Lowrenz

Address: 5717 Black Walnut Drive, Hartford State WI Zip 53027

Office: (262) 346-6100 Cell: (262) 483-7841 Fax: (____) _____

Email: traci@atozqualityfencing.com

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: Exception to the fencing requirements for a corner residential lot.

Provide a brief overview of proposed use(s) of entire property and/or lease space: This is a residential property. The proposed fencing project will allow us to maximize the use of the outdoor space.

Hours of Operation: NA

Provide a brief overview of proposed daily on-site operations: Residential

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: NA - Residential

Describe all businesses, properties and other entities located adjacent to the proposed use: All adjacent properties are residential

Proposed, development, on-site improvements or other construction/remodeling activities: Fencing installation

Proposed grading and/or stormwater management plan: NA

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: Low growing shrubs and flowers will be planted around fence that are consistent with the current landscaping around the house.

Proposed on-site security measures including site lighting: NA

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems): A fire hydrant is located directly across the street.

Projected traffic circulation and impacts: None

Setbacks from rights-of-way and property lines and height limitations: Fence will be set eight feet off the sidewalk. Neighbor immediately adjacent to project has signed the Village of Jackson fence waiver form.

Status of State/Federal License(s) or Certificate(s) required for operation: NA

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
 No Yes If yes, explain: _____

Describe any proposed signage including type and location: None

Exterior Building Materials (type, color, etc.): Fence posts and pickets will be cedar. Color will be a natural brown color

Site Specific Features/Constraints: Utilities extend from western corner of house to right of way. These utilities include gas, water and the sump pump drain pipe.

Parking (Total No. of spaces plus number of dedicated handicapped parking and type): NA

Proposed screening/buffering from adjacent properties: This fence project will provide screening from neighboring properties.

Proposed provisions for refuse and recycling collection/storage: This is a residential property. This fence project will have no impact on refuse/recycling collection.

Projected Sewer/Wastewater Usage: NA gal/year

Projected Water Usage: NA gal/year

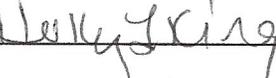
ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Kristopher King

Applicant Signature: 

Co-Applicant Name (Print): Holly King

CO-Applicant Signature: 

Date of Application: 7/31/2020

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall (*Checks shall be made payable to Village of Jackson*)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

TEMPORARY *Expiration Date:* _____, 20____

Plan Commission Approval: *Meeting Date:* _____, 20____

Village Board Approval: *Meeting Date:* _____, 20____

In-House Approval (O-T-C): *Date:* _____, 20____

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: *Date:* _____, 20____

Staff Initials: _____

Reason for Denial: _____

<p>FOR OFFICE USE ONLY Acct. #: 100-00-45730-000-00</p> <p>Date Received: _____</p> <p>Amount: _____</p> <p>Payment Type: CH / CC / CA</p> <p>Check/Receipt #: _____</p> <p>Received By: _____</p>

Plan Commission Application Additional Information
Letter of Intent
Kris and Holly King
N161 W20068 Riverview Drive

To Whom It May Concern,

The purpose of this letter is to request permission to construct a six foot tall privacy fence on the residential property located at N161 W20068 Riverview Drive (corner of Riverview and Ash Drives). As this is a corner lot, it is our understanding that a conditional use permit is required for this project due to the fence extending beyond the footprint of the house towards the sidewalk. As requested, we have provided a sketch of the proposed project. The fence materials will be natural cedar wood, with a dogeared style.

Thank you for your consideration,
Kris and Holly King

Plan Commission Application Additional Information
Impact Statement
Kris and Holly King
N161 W20068 Riverview Drive

As required by the Plan Commission Application, the following information represents the anticipated impacts from this project. As this is a single family residential property, it is not anticipated that any unusual impacts to the environment or adjoining properties will occur.

- A. General hours of operation:** NA (single family residential property)
- B. Unusual conditions which warrant special attention (hazardous waste storage, fire hazards):** NA
- C. Vehicle trip generation:** NA
- D. Estimated number of vehicles and/or equipment, materials, to be parked and/or stored on site:** No additional vehicles, equipment or materials are expected to be stored on the property, other than those appropriate for a single family residential property.
- E. Proposed signs advertising business, directional signage, dwelling unit rental, etc.:** NA
- F. Proposed dates of construction and completion:** It is estimated the project will be completed within 1 - 2 days. The project will be scheduled pending the decision of the Village of Jackson.
- G. Anticipated user profiles:** Single family residential
- H. Annual water consumption estimate:** This project will not impact normal water consumption on the property.
- I. Annual sewage generation estimate:** This project will not impact the normal sewage generation on the property.

Plan Commission Application Additional Information
Site Photos
Kris and Holly King
N161 W20068 Riverview Drive

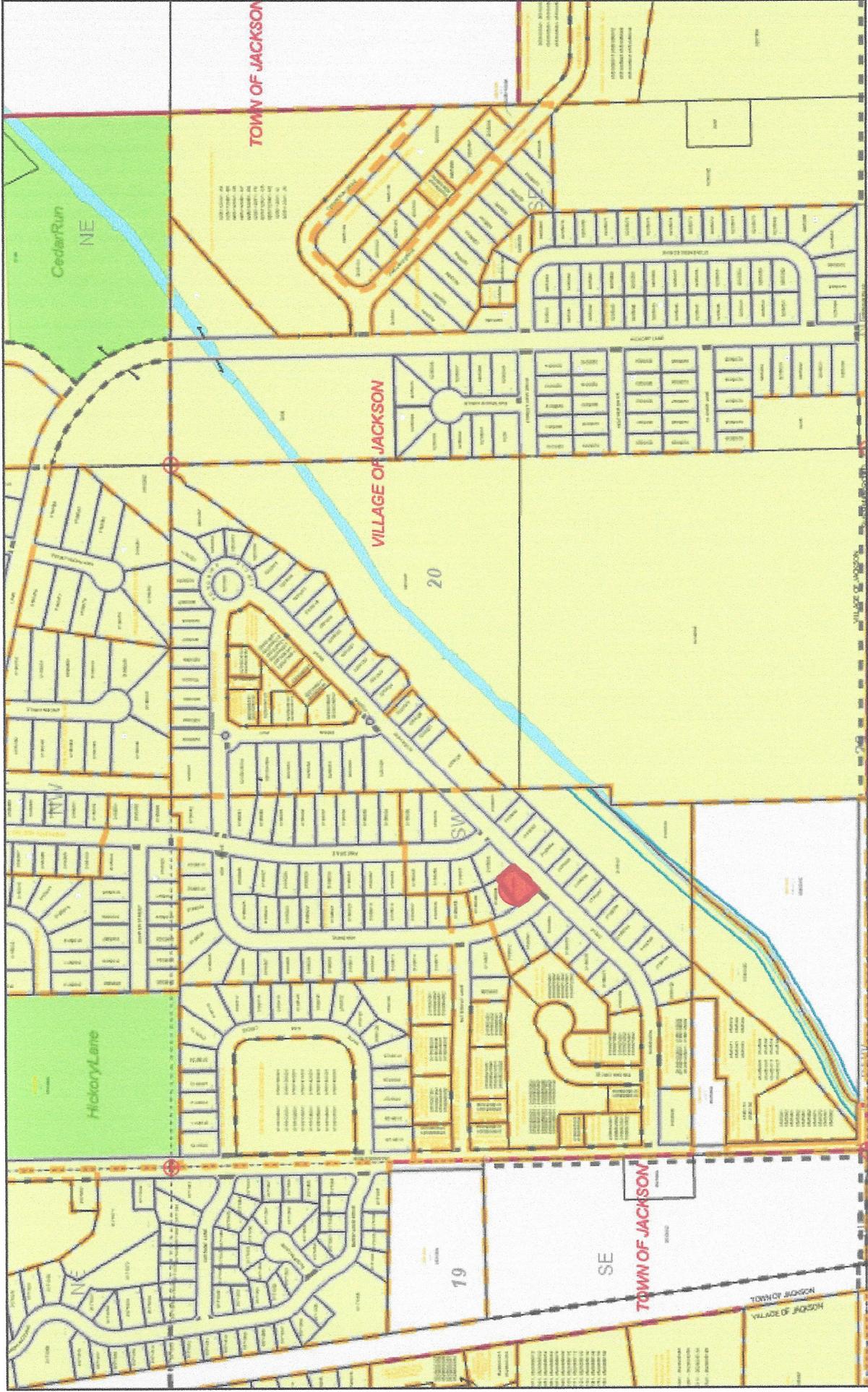


1) View of the side of house adjacent to Ash Drive



2) View of utility locations in relation to the side of the house adjacent to Ash Drive.

Washington County, Wisconsin

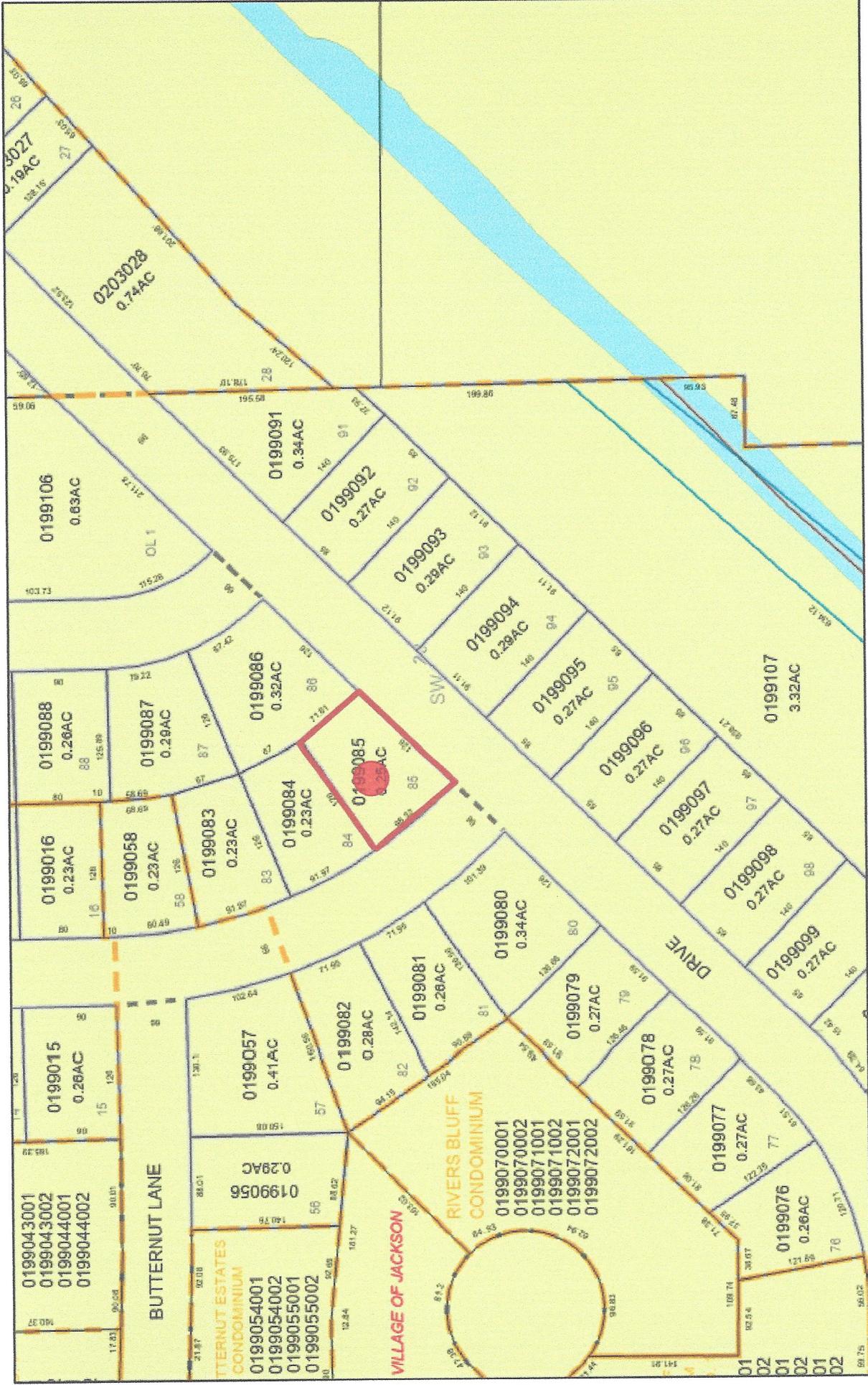


7/27/2020, 8:07:18 AM

1:6,250

- Override 1
- Current Parcel
- Right-of-Way
- Retired Parcel
- Municipality
- Text Leader Lines
- PLSS Boundary
- Meander Line
- Landhook
- Lot
- Plat
- PLSS Monument

Washington County, Wisconsin



7/27/2020, 8:06:23 AM

- Override 1
- Current Parcel
- Right-of-Way
- Retired Parcel
- Municipality
- Lot
- Plat
- Meander Line
- Text Leader Lines
- PLSS Boundary
- Landhook
- PLSS Monument

V3 0197 085

V Jackson
W 1/2 SW 2070 20

Plat of Survey for Brookstone Homes

Lot 85 of RIVERS BLUFF ADDITION NO. 2, located in part of the NW 1/4, NE 1/4, SW 1/4 and the SE 1/4 of the SW 1/4 of Section 20, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

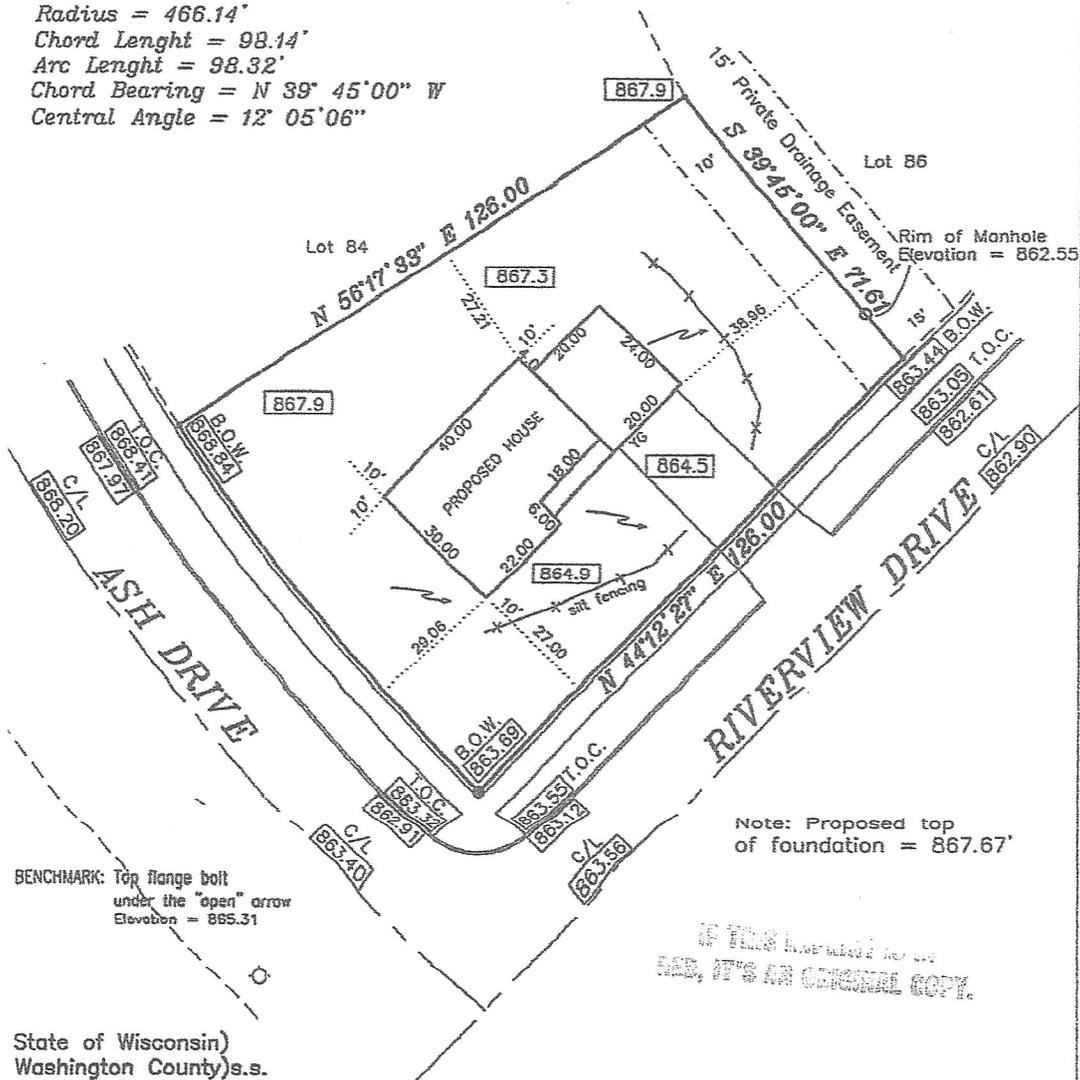


- - Indicates an iron pipe found.
 - - Indicates a 3/4" rebar found.
 - 999.99 - Indicates an existing spot elevation.
 - - Indicates proposed water drainage flow.
- A wooden stake has been set at the house corners and 10' offsets.

SCALE: 1" = 30'



CURVE DATA:
 Radius = 466.14'
 Chord Length = 98.14'
 Arc Length = 98.32'
 Chord Bearing = N 39° 45' 00" W
 Central Angle = 12° 05' 06"



BENCHMARK: Top flange bolt
 under the "open" arrow
 Elevation = 865.31

IF THIS PLAT IS TO BE
 USED, IT'S AN ORIGINAL COPY.

State of Wisconsin)
 Washington County)s.s.

I hereby certify that I have made a survey of the land shown and described hereon and that this plat of survey is a correct representation of the boundaries of the land surveyed and the location of buildings on said land.

Dated this 13th day of APRIL, 2000. *Ronald A. Weis*
 Ronald A. Weis, S-1215
 Registered Land Surveyor

VILLAGE OF JACKSON

N168W20733 MAIN ST.

P O BOX 637

JACKSON, WI 53037-0147

Receipt Nbr: 234766

Date: 8/17/2020

Check

RECEIVED FROM KRIS & HOLLY KING

\$175.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-45730-000-000 PLANNING / ZONING FEES PLANNED UNIT DEVELOPMENT-FENCE /CK #4095	175.00
<hr/>		
TOTAL RECEIVED		175.00

Receipt Memo: PLANNED UNIT DEVELOPMENT-FENCE/CK #4095

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: Requesting 3 car attached garage (1,223 sq ft)
to a 2,109 sq ft home build

Provide a brief overview of proposed use(s) of entire property and/or lease space: Residential home

Hours of Operation: _____

Provide a brief overview of proposed daily on-site operations: _____

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: _____

No environmental impact

Describe all businesses, properties and other entities located adjacent to the proposed use: _____
Other residential single family homes

Proposed, development, on-site improvements or other construction/remodeling activities: _____

Proposed grading and/or stormwater management plan: _____

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: _____

Proposed on-site security measures including site lighting: _____

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems): _____

Projected traffic circulation and impacts: _____

Setbacks from rights-of-way and property lines and height limitations: 25' front / 15' side / 25' rear

Status of State/Federal License(s) or Certificate(s) required for operation: _____

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?

No Yes If yes, explain: _____

Describe any proposed signage including type and location: _____

Exterior Building Materials (type, color, etc.): Same exterior materials as dwelling, James Hardie siding, Aged Pewter with James Hardie Board & Batten in Rich Express Gables, Pristine Weathered Wood Shingles, Old Country Ledge stone in Blanc with Brown Craftsman style overhead garage doors and 4 decorative coach lights facing road, Garage shed roof over a 3 wide double hung window facing south side of garage

Site Specific Features/Constraints: _____

Parking (Total No. of spaces plus number of dedicated handicapped parking and type): _____

Proposed screening/buffering from adjacent properties: _____

Proposed provisions for refuse and recycling collection/storage: _____

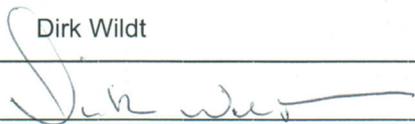
Projected Sewer/Wastewater Usage: _____ gal/year

Projected Water Usage: _____ gal/year

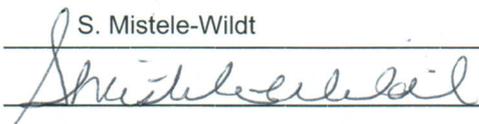
ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print): Dirk Wildt

Applicant Signature: 

Co-Applicant Name (Print): S. Mistele-Wildt

CO-Applicant Signature: 

Date of Application: Aug. 6, 2020

You MUST sign and date this Application!

SUBMIT TO: Village of Jackson – Village Hall (Checks shall be made payable to Village of Jackson)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

TEMPORARY *Expiration Date:* _____, 20____

Plan Commission Approval: *Meeting Date:* _____, 20____

Village Board Approval: *Meeting Date:* _____, 20____

In-House Approval (O-T-C): *Date:* _____, 20____

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to the **Conditions of Approval** outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: *Date:* _____, 20____

Staff Initials: _____

Reason for Denial: _____

<p>FOR OFFICE USE ONLY Acct. #: 100-00-45730-000-00</p> <p>Date Received: _____</p> <p>Amount: _____</p> <p>Payment Type: CH / CC / CA</p> <p>Check/Receipt #: _____</p> <p>Received By: _____</p>

VILLAGE OF JACKSON
N168W20733 MAIN ST.
P O BOX 637
JACKSON, WI 53037-0147

Receipt Nbr: 234767
Date: 8/17/2020
Check

RECEIVED FROM DIRK WILDT / COBBLESTONE BUILDERS \$150.00

<u>Type of Payment</u>	<u>Description</u>	<u>Amount</u>
Accounting	Account Nbr: 100-00-45730-000-000 PLANNING / ZONING FEES PLANNED UNIT DEVELOPMENT-GARAGE/CK #4599	150.00

TOTAL RECEIVED 150.00

Receipt Memo: PLANNED UNIT DEVELOPMENT-GARAGE/CK #4599

August 5, 2020

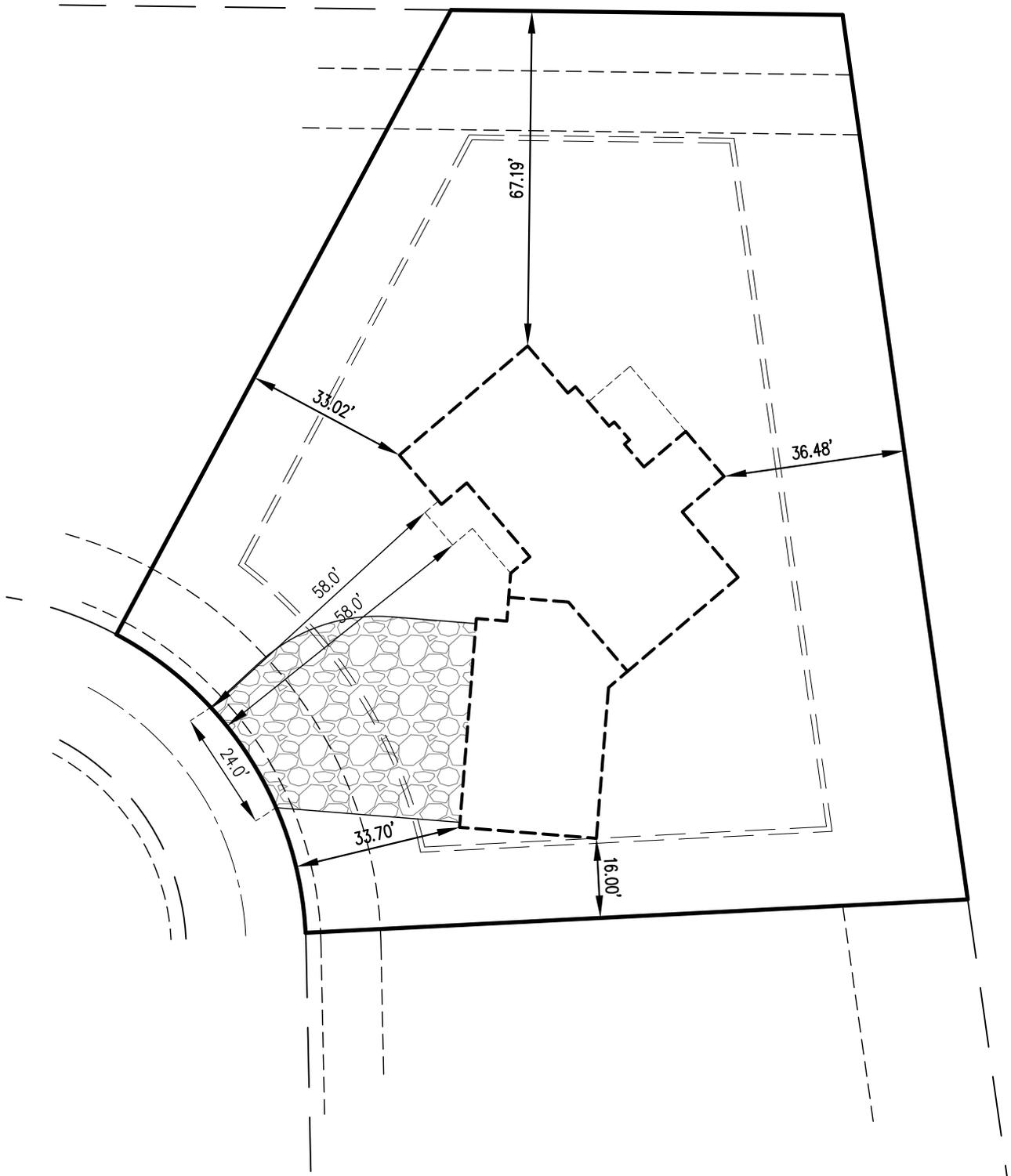
Intention for variance

Dirk Wildt and Stevie Mistele-Wildt, husband and wife are building a 2,109 sq ft single family home on lot 11 in the Cobblestone Meadows subdivision and request a variance to increase the current garage size to 1,223 sq. ft.

Thank you for your consideration

Dirk Wildt
Stevie Mistele-Wildt

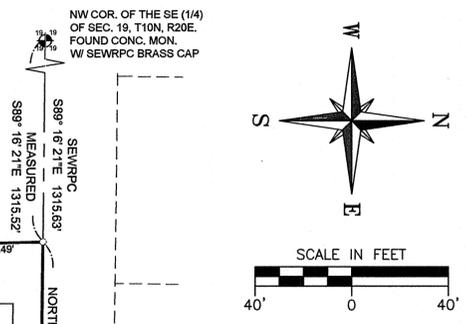
Handwritten signatures of Dirk Wildt and Stevie Mistele-Wildt. The signature on the left is for Stevie Mistele-Wildt and the signature on the right is for Dirk Wildt.



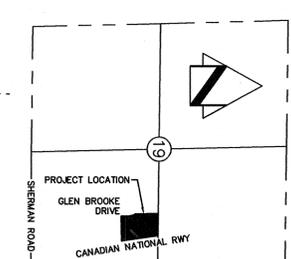
COBBLESTONE MEADOWS

PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 19, TOWN 10 NORTH, RANGE 20 EAST, VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

All of Parcel 4 of Certified Survey Map No. 5727 recorded in Volume 41 of Certified Survey Map on Pages 329-331 inclusive as Document No. 1047909 in the Washington County Register of Deeds Office and all of Outlot 1 Inclusive, being part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 19, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.



REFERENCE BEARING:
THE NORTH LINE OF THE SW 1/4 OF SECTION 19, T10N, R20E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 89° 16' 21" W BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)



LEGEND:
○ - INDICATES IRON PIPE 18" LONG BY 2" NOMINAL DIAMETER PIPE WHICH HAS AN OUTSIDE DIAMETER OF 2.375" - 3.65 LBS. PER LINEAL FOOT. ALL OTHER LOT CORNERS MARKED BY IRON PIPE 18" LONG BY 1" NOMINAL DIAMETER PIPE WHICH HAS AN OUTSIDE DIAMETER OF 1.315" - 1.13 LBS. PER LINEAL FOOT.

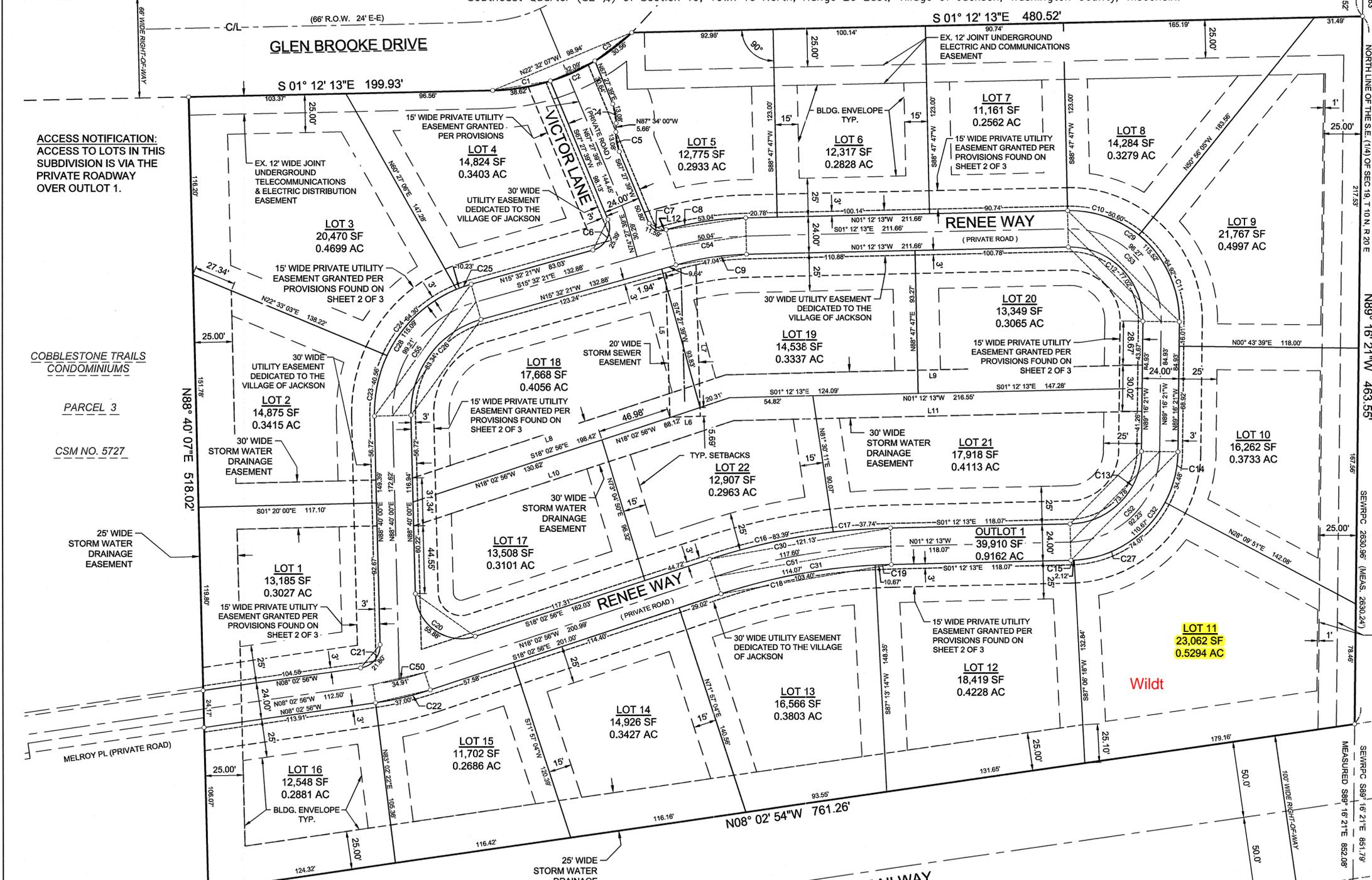
SURVEYOR:
JAHNKE AND JAHNKE ASSOCIATES, INC.
ATTN: PAUL J. JENSWOLD, PE
JOHN R. STIGLER, PLS
711 W. MORELAND BLVD
WAUKESHA, WI 53188
ATTN: (262) 542-5797
EMAIL: PJenswold@JahnkeAndJahnke.com

OWNER:
NFI JACKSON, LLC
ATTN: JOE NIEBLER
19745 W GEBHARDT RD
BROOKFIELD, WI 53045-2117



DATED this 30th DAY of NOVEMBER, 2018
REVISED this 28th DAY of JANUARY, 2019

INSTRUMENT DRAFTED BY JOHN R. STIGLER
SHEET NO. 1 OF 3 SHEETS



ACCESS NOTIFICATION:
ACCESS TO LOTS IN THIS SUBDIVISION IS VIA THE PRIVATE ROADWAY OVER OUTLOT 1.

COBBLESTONE TRAILS CONDOMINIUMS
PARCEL 3
CSM NO. 5727

SURVEYOR NOTE:
ALL DISTANCES HAVE BEEN MEASURED TO THE NEAREST TWO HUNDREDTH OF A FOOT AND COMPUTED TO THE NEAREST HUNDREDTH OF A FOOT. ANGLES HAVE BEEN MEASURED TO THE NEAREST THREE SECONDS AND COMPUTED TO THE NEAREST SECOND.

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 _____, 2019
Department of Administration



NE COR. OF THE SE (1/4) OF SEC. 19, T10N, R20E. FOUND CONC. MON. W BRASS CAP

PROJECT NUMBER: S-8713
PLOTTED: 1/28/2019 4:34 PM
FILE NAME: S:\PROJECTS\S8713\DWG\S8713_FINAL_PLAT.DWG

GENERAL NOTES

- A. ALL WORK SHALL BE PERFORMED WITH ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES AND ALL AUTHORITIES HAVING JURISDICTION
- B. ALL WORK WILL BE PERFORMED IN A WORKMANLIKE MANNER
- C. EACH CONTRACTOR SHALL INCLUDE LABOR, MATERIALS, TOOLS, EQUIPMENT, ETC., FOR THE COMPLETE CONSTRUCTION OF THE WORK INDICATED AS SPECIFIED BY THE DRAWINGS AND SPECIFICATIONS, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE BETWEEN CONTRACTOR AND COBBLESTONE BUILDERS.
- D. MATERIALS AS SPECIFIED ON DRAWINGS SHALL BE USED. SUBSTITUTIONS OF MATERIALS WILL NOT BE ALLOWED WITHOUT THE WRITTEN CONSENT OF COBBLESTONE BUILDERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DETAILING IN CONJUNCTION WITH (AND ALL OTHER TRADES AFFECTED) SAID SUBSTITUTIONS.
- E. SOMERSET HOME PLANNING LLC SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK OR FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUB-CONTRACTORS, OR ANY OTHER PERSONS PERFORMING THE WORK OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS.
- F. ALL PLUMBING, MECHANICAL, AND ELECTRICAL WORK IS TO BE COORDINATED BETWEEN THE TRADES AS PART OF THEIR INSTALLATION LAYOUT.
- G. CONTRACTOR SHALL PROVIDE ADEQUATE BRACING AND/OR SHARING TO INSURE STRUCTURAL STABILITY OF BUILDING DURING CONSTRUCTION
- H. EACH CONTRACTOR SHALL AMEND AND MAKE GOOD AT HIS OWN COST, ANY DEFECTS OR OTHER FAULTS IN HIS/HER WORKMANSHIP AND/OR MATERIAL
- J. ALL MATERIAL FINISHES AND STYLES INCLUDING BUT NOT LIMITED TO EXTERIOR SIDING, ROOFING, WINDOWS, EXTERIOR TRIM, AND INTERIOR AND EXTERIOR MILLWORK, ETC. SHALL BE APPROVED BY COBBLESTONE BUILDERS.
- K. DO NOT SCALE THE DRAWINGS, WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- L. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND/OR DISCREPANCIES IN PLAN AND REPORT ERROR(S) TO SOMERSET HOME PLANNING LLC PRIOR TO COMMENCEMENT OF THE WORK, OR TO BE RESPONSIBLE FOR SAME.
- M. THESE PLANS, DETAILS, AND SPECIFICATIONS REMAIN THE PROPERTY OF SOMERSET HOME PLANNING LLC AND MAY NOT BE ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF SOMERSET HOME PLANNING LLC.
- O. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE REQUIRED DESIGN LOADS WITH GOVERNING CODES AND SITE CONDITIONS. VERIFY WITH THE LOCAL BUILDING AGENCIES THE WIND, SEISMIC, SNOW, AND OTHER SPECIAL LOADING CONDITIONS. SOMERSET HOME PLANNING LLC SHALL BE NOTIFIED IN WRITING OF ALL DISCREPANCIES.
- P. GREAT EFFORT HAS GONE INTO THE DESIGN AND ENGINEERING OF THESE PLANS. HOWEVER, DUE TO THE IMPOSSIBILITY OF PROVIDING ANY ON-SITE SUPERVISION OVER THE ACTUAL CONSTRUCTION, THE VARIANCE IN LOCAL CODE REQUIREMENTS AND OTHER LOCAL BUILDING AND WEATHER CONDITIONS. THE PURCHASER AND/OR BUILDER OF THIS PLAN RELEASES SOMERSET HOME PLANNING ASSOCIATES AND/OR THE DESIGNER OF THESE PLANS FROM ANY CLAIMS OR LAWSUITS THAT MAY ARISE DURING THE CONSTRUCTION OF THIS STRUCTURE OR ANYTIME THEREAFTER FROM ANY DAMAGES, INCLUDING STRUCTURAL FAILURES DUE TO ANY DEFICIENCIES IN MATERIALS, OMISSIONS OR ERRORS IN THESE PLANS.

FABRICATION NOTES

TRUSS FABRICATION:
THE TRUSS MANUFACTURER IS RESPONSIBLE TO DESIGN AND DETAIL THE ROOF TRUSS SYSTEM. THE ROOF TRUSS SYSTEM SHALL INCLUDE, BUT IS NOT LIMITED TO, A COMPLETE ROOF PLAN INDICATING ALL TRUSS SIZES, LOCATIONS, CONNECTIONS, IMPOSED LOADS, AND BEARING REQUIREMENTS. THE TRUSS SYSTEM SHALL BE DESIGNED TO ACCOMMODATE ALL LIVE, DEAD, SNOW, WIND, AND UPLIFT LOADS AS REQUIRED BY ALL APPLICABLE MUNICIPAL CODES. TRUSS MANUFACTURER SHALL SUBMIT 2 SETS OF SEALED SHOP DRAWINGS TO BUILDER AND SOMERSET HOME PLANNING FOR APPROVAL OF ROOF TRUSSES AND BEAMS PRIOR TO SUBMITTAL TO CITY. IF MODIFICATIONS TO THESE CONSTRUCTION DOCUMENTS ARE REQUIRED, BUILDER AND SOMERSET HOME PLANNING LLC SHALL BE NOTIFIED IMMEDIATELY. REFER TO GENERAL NOTES FOR ADDITIONAL INSTRUCTION.

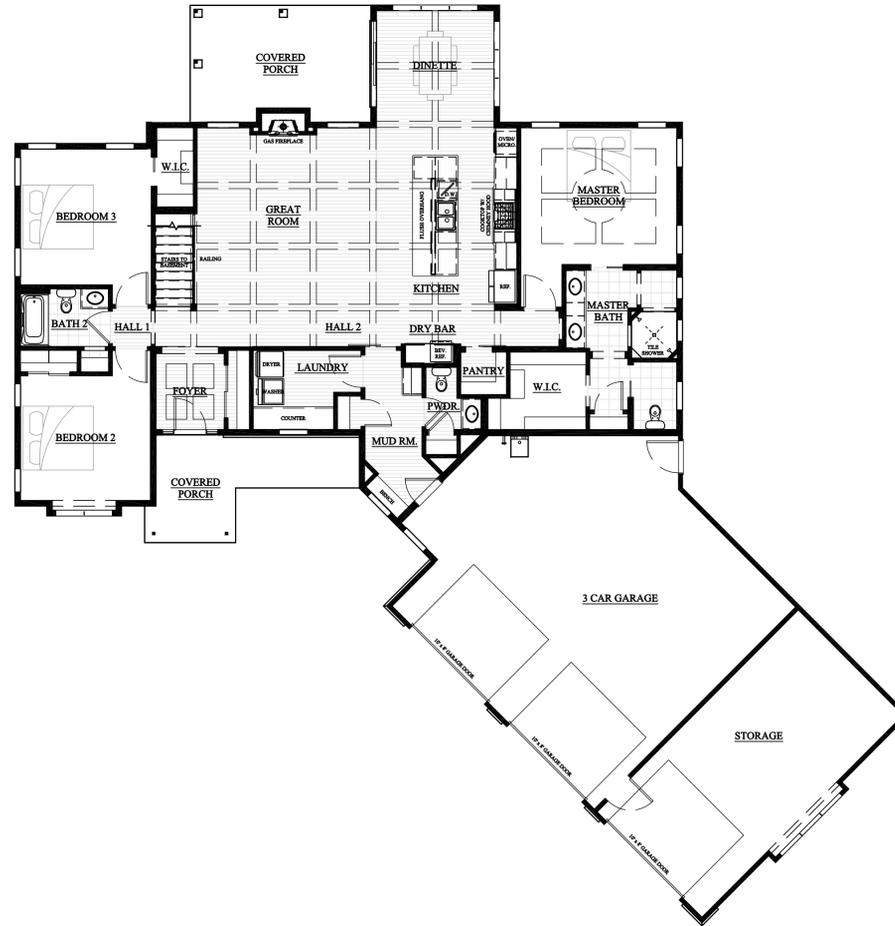
WALL PANEL FABRICATION (OR LOOSE LUMBER SUPPLIER):
THE WALL PANEL MANUFACTURER OR LOOSE LUMBER SUPPLIER IS RESPONSIBLE TO DESIGN AND DETAIL THE STRUCTURES WALL PANELS. THE WALL PANEL SYSTEM SHALL INCLUDE, BUT IS NOT LIMITED TO, A WALL PANEL PLAN INDICATING ALL STRUCTURAL HEADER AND BEAM SIZES, LOCATIONS, CONNECTIONS, IMPOSED LOADS, AND BEARING REQUIREMENTS. THE WALL PANEL SYSTEM SHALL BE DESIGNED TO ACCOMMODATE ALL LIVE, DEAD, WIND, AND SEISMIC LOADS AS REQUIRED BY ALL APPLICABLE MUNICIPAL CODES. WALL PANEL MANUFACTURER SHALL SUBMIT 2 SETS OF SEALED BEAM AND HEADER CALCULATIONS WITH WALL PANEL SHOP DRAWINGS TO BUILDER AND SOMERSET HOME PLANNING LLC FOR APPROVAL OF WALL PANELS PRIOR TO SUBMITTAL TO CITY. IF MODIFICATIONS TO THESE CONSTRUCTION DOCUMENTS ARE REQUIRED, BUILDER AND SOMERSET HOME PLANNING LLC SHALL BE NOTIFIED IMMEDIATELY. REFER TO GENERAL NOTES FOR ADDITIONAL INSTRUCTION.

FLOOR JOIST FABRICATION:
THE FLOOR JOIST MANUFACTURER/SUPPLIER IS RESPONSIBLE TO DESIGN AND DETAIL THE STRUCTURES FLOOR SYSTEM. THE FLOOR SYSTEM SHALL INCLUDE, BUT IS NOT LIMITED TO, A COMPLETE FLOOR JOIST PLAN INDICATING ALL STRUCTURAL BEAM SIZING, BLOCKING LOCATIONS, CONNECTIONS, IMPOSED LOADS, AND BEARING REQUIREMENTS. THE FLOOR JOISTS SHALL BE DESIGNED TO ACCOMMODATE ALL LIVE & DEAD LOADS AS REQUIRED BY ALL APPLICABLE MUNICIPAL CODES. IN ADDITION, FLOOR JOISTS MUST BE SIZED FOR A LIVE LOAD MINIMUM DEFLECTION OF L/480. FLOOR JOIST MANUFACTURER/SUPPLIER SHALL SUBMIT 2 SETS OF SEALED BEAM CALCULATIONS WITH FLOOR JOIST PLAN DRAWINGS TO BUILDER AND SOMERSET HOME PLANNING LLC FOR APPROVAL OF FLOOR JOIST SYSTEM PRIOR TO SUBMITTAL TO CITY. IF MODIFICATIONS TO THESE CONSTRUCTION DOCUMENTS ARE REQUIRED, BUILDER AND SOMERSET HOME PLANNING SHALL BE NOTIFIED IMMEDIATELY. REFER TO GENERAL NOTES FOR ADDITIONAL INSTRUCTION.



WILDT RESIDENCE

PROPOSED HOME FOR
WILDT RESIDENCE
LOT #11
W208 N16348 RENEE WAY
JACKSON, WI



[DRAFT 03]

JMP	5	05-28-20	PLAN DRAFT 3.2
JMP	4	05-26-20	PLAN DRAFT 3.1
JMP	3	05-06-20	PLAN DRAFT 03
JMP	2	04-24-20	PLAN DRAFT 02
JMP	1	03-26-20	PLAN DRAFT 01
BY	NO.	DATE	DESCRIPTION OF REVISION
			DRAWN BY: JJK
			PRINT DATE: 6/26/2020 2:28 PM

SHEET TITLE
COVERSHEET

19265 W. Capitol Dr.
Suite LL02
Brookfield, WI 53045
262.865.4200 Office
262.737.0038 Fax
SHP
Somerset Home Planning
www.shpdesign.com

APPLICABLE BUILDING CODES

THE FOLLOWING PLAN SET COMPLYS WITH THE FOLLOWING CODES AS APPLICABLE IN THE FOLLOWING STATES:

STATE OF WISCONSIN
UNIFORM DWELLING CODE SPS 320-325-SPS 320
SPS 321, CONSTRUCTION STANDARDS
SPS 322, ENERGY CONSERVATION
SPS 323, HEATING, VENTILATING & AIR CONDITIONING
SPS 324 - ELECTRICAL STANDARDS
SPS 325 - PLUMBING
APRIL 1ST, 2014 EMERGENCY CODE, SS #139-13

SEALS / ENDORSEMENTS

DWELLING SQUARE FOOTAGES

SQUARE FOOTAGES	
LIVING AREAS	
AREA	SQUARE FOOTAGE
FIRST FLOOR LIVING AREA	2109 SF
FINISHED BASEMENT AREA	945 SF
TOTAL LIVING AREA	3054 SF
NON-LIVING AREAS	
AREA	SQUARE FOOTAGE
COVERED PORCH AREA	139 SF
REAR COVERED PORCH AREA	188 SF
UNFINISHED BASEMENT AREA	945 SF
GARAGE AREA	1223 SF

PROJECT INFORMATION

WILDT RESIDENCE
LOT #11
W208 N16348 RENEE WAY
JACKSON, WI

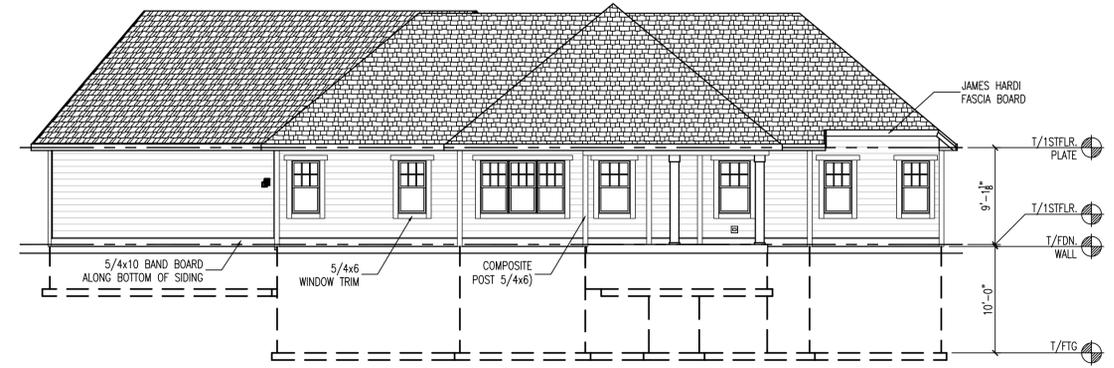
SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
CS	COVERSHEET
A1	EXTERIOR ELEVATIONS - ROOF PLAN
A1.1	EXTERIOR ELEVATIONS
A2	FOUNDATION PLAN
A3	FIRST FLOOR PLAN
A4	FOUNDATION ELECTRICAL PLAN
A5	FIRST FLOOR ELECTRICAL PLAN
A6	FIRST FLOOR WALL BRACING PLAN
D1	TYPICAL BUILDING SECTIONS
D2	BUILDING DETAILS
D3	BUILDING DETAILS
D4	BUILDING DETAILS

Cobblestone Builders
Real Quality • Real Value • Real People
N88 W16791 Main Street
Unit #1
Menomonie Falls, WI 53051
www.cobblestone-blrs.com

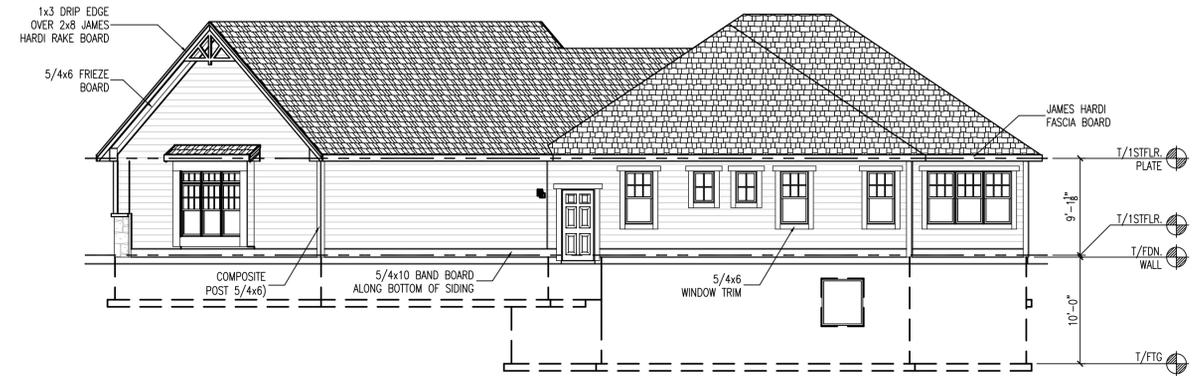
JOB NUMBER

SHEET NUMBER
CS



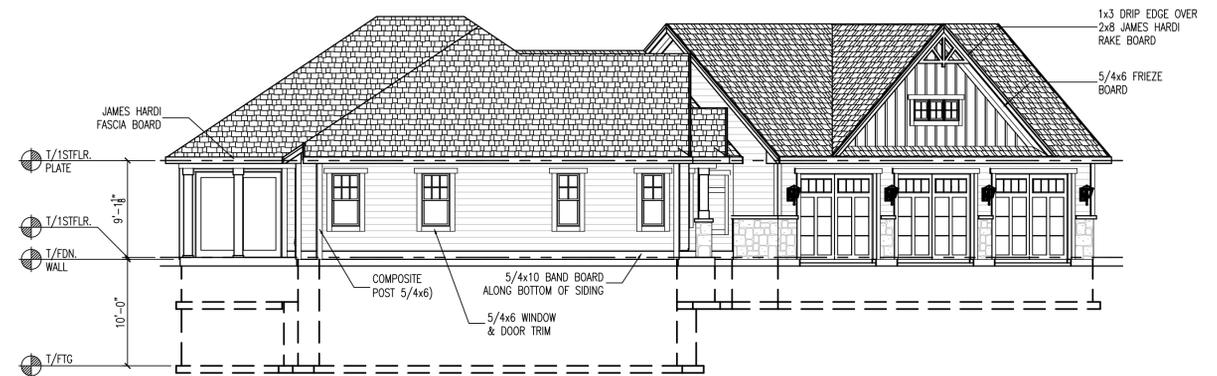
REAR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



LEFT ELEVATION

SCALE: 1/8" = 1'-0"

PROPOSED HOME FOR
WILDT RESIDENCE
LOT #11
W208 N16348 RENEE WAY
JACKSON, WI

5	05-28-20	PLAN DRAFT 3.2	JMP
4	05-26-20	PLAN DRAFT 3.1	JMP
3	05-06-20	PLAN DRAFT 03	JMP
2	04-24-20	PLAN DRAFT 02	JMP
1	03-26-20	PLAN DRAFT 01	JMP
NO.	DATE	DESCRIPTION OF REVISION	BY
DRAWN BY: JJK PRINT DATE: 5/28/2020 2:36 PM			

SHEET TITLE
EXTERIOR ELEVATIONS

19265 W. Capitol Dr.
Suite LL02
Brookfield, WI 53045
262.595.4200 Office
262.797.0038 Fax
SHP
Somerset Home Planning
www.shpdesign.com

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Menomonie Falls, WI 53051
262.502.9344 Office
262.502.9346 Fax
www.cobblestone-bltns.com

JOB NUMBER

SHEET NUMBER

A1.1

[DRAFT 03]

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

NOTES:

WALL INFORMATION

- MAIN HOUSE CONCRETE WALLS: 10" 4000psi POURED CONCRETE WALL @ 10'-0" UNLESS NOTED OVER 22"x8" FOOTINGS UNLESS NOTED
- GARAGE/FROST CONCRETE WALLS: 6" 4000psi POURED CONCRETE WALL @ 4'-0" UNLESS NOTED OVER 18"x8" FOOTINGS UNLESS NOTED

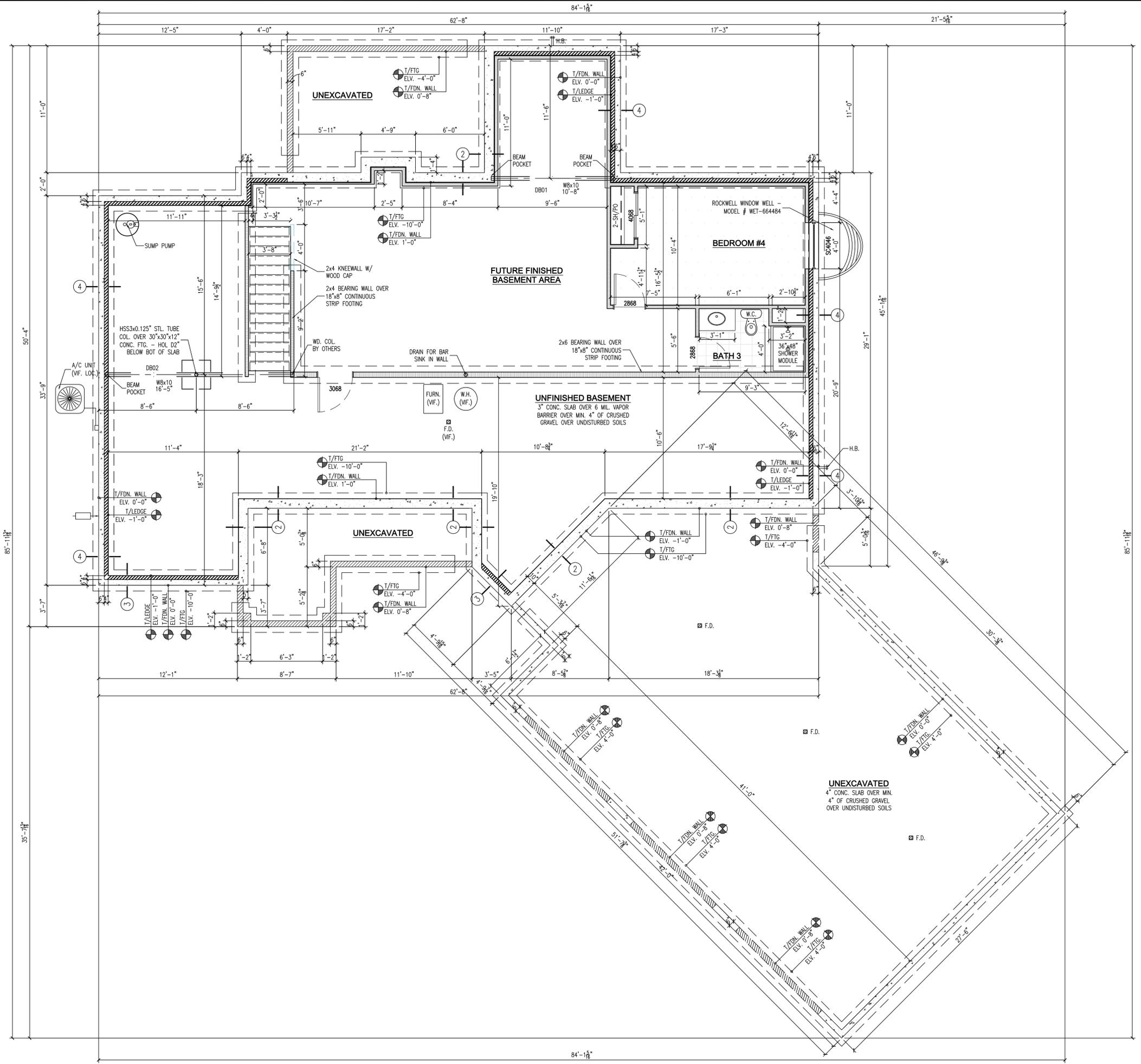
STAIR INFORMATION

- REFER TO FIRST FLOOR PLAN FOR STAIR INFORMATION

PLAN INFORMATION

- REFER TO TYPICAL WALL SECTIONS FOR ADDITIONAL FOUNDATION INFORMATION
- ALL DIMENSIONS ARE TO FACE OF STUD OR FACE TO FACE OF CONCRETE
- THE CONDITIONS LISTED HERE ARE STANDARD FOR THIS PLAN ELEVATION(S). EXCEPTIONS ARE NOTED ON THE PLAN

DRAFT 03



[DRAFT 03]

PROPOSED HOME FOR	
WILDT RESIDENCE	
LOT #11 W208 N16348 RENEE WAY JACKSON, WI	
JMP	5 05 28 20 PLAN DRAFT 3.2
JMP	4 05 26 20 PLAN DRAFT 3.1
JMP	3 05 06 20 PLAN DRAFT 03
JMP	2 04 24 20 PLAN DRAFT 02
JMP	1 03 26 20 PLAN DRAFT 01
BY	NO. 1 DATE DESCRIPTION OF REVISION
BY	DRAWN BY: JJK
PRINT DATE:	6/26/2020 2:38 PM
SHEET TITLE	
FOUNDATION PLAN	
19265 W. Capitol Dr. Suite LL02 Brookfield, WI 53045 262.865.4200 Office 262.737.0038 Fax www.sfpdesign.com	
SHP Somerset Home Planning	
Cobblestone Builders Real Quality • Real Value • Real People N88 W16791 Main Street Unit #1 Menomonie Falls, WI 53051 262.502.9344 Office 262.502.9446 Fax www.cobblestone-bltrs.com	
JOB NUMBER	---
SHEET NUMBER	A2

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTES:

FLOOR SYSTEM INFORMATION

FIRST FLOOR: 1 1/2" T" JOISTS @ 16" O.C.

ROOF INFORMATION

REFER TO ROOF PLAN FOR ROOF INFORMATION

WALL INFORMATION

- FIRST FLOOR EXTERIOR WALLS: 104 5/8" (9'-1 1/8" TOTAL HT.), 2x6 STUD GRADE OR BETTER @ 16" O.C.
- FIRST FLOOR INTERIOR WALLS: 104 5/8" (9'-1 1/8" TOTAL HT.) 2x4 STUD GRADE OR BETTER @ 16" O.C. UNLESS NOTED

WINDOW INFORMATION

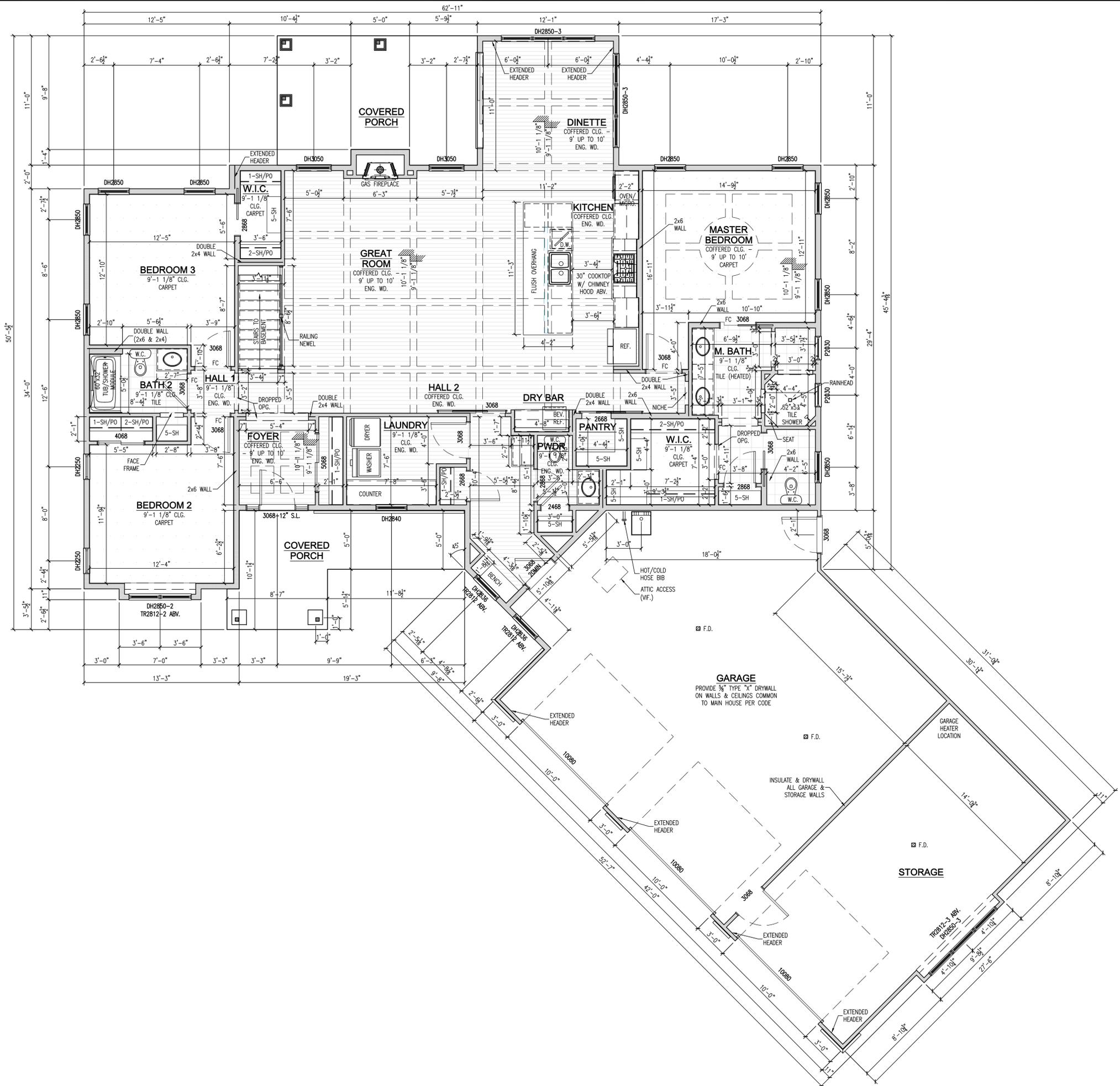
ALL WINDOW TYPE AND SIZE SHOWN ARE TO BE DETERMINED

STAIR INFORMATION

BASEMENT TO FIRST FLOOR: 16 RISERS @ 7 3/4" MAX / 15 TREADS @ 10" WITH 1" NOSING

PLAN INFORMATION

- ALL DIMENSIONS ARE TO FACE OF STUD TO FACE OF STUD
- THE CONDITIONS LISTED HERE ARE STANDARD FOR THIS PLAN ELEVATION(S). EXCEPTIONS ARE NOTED ON THE PLAN



[DRAFT 03]

PROPOSED HOME FOR
WILDT RESIDENCE
 LOT #11
 W208 N16348 RENEE WAY
 JACKSON, WI

5	05.28.20	PLAN DRAFT 3.2	JMP
4	05.26.20	PLAN DRAFT 3.1	JMP
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PRINT DATE: 6/28/2020 2:39 PM
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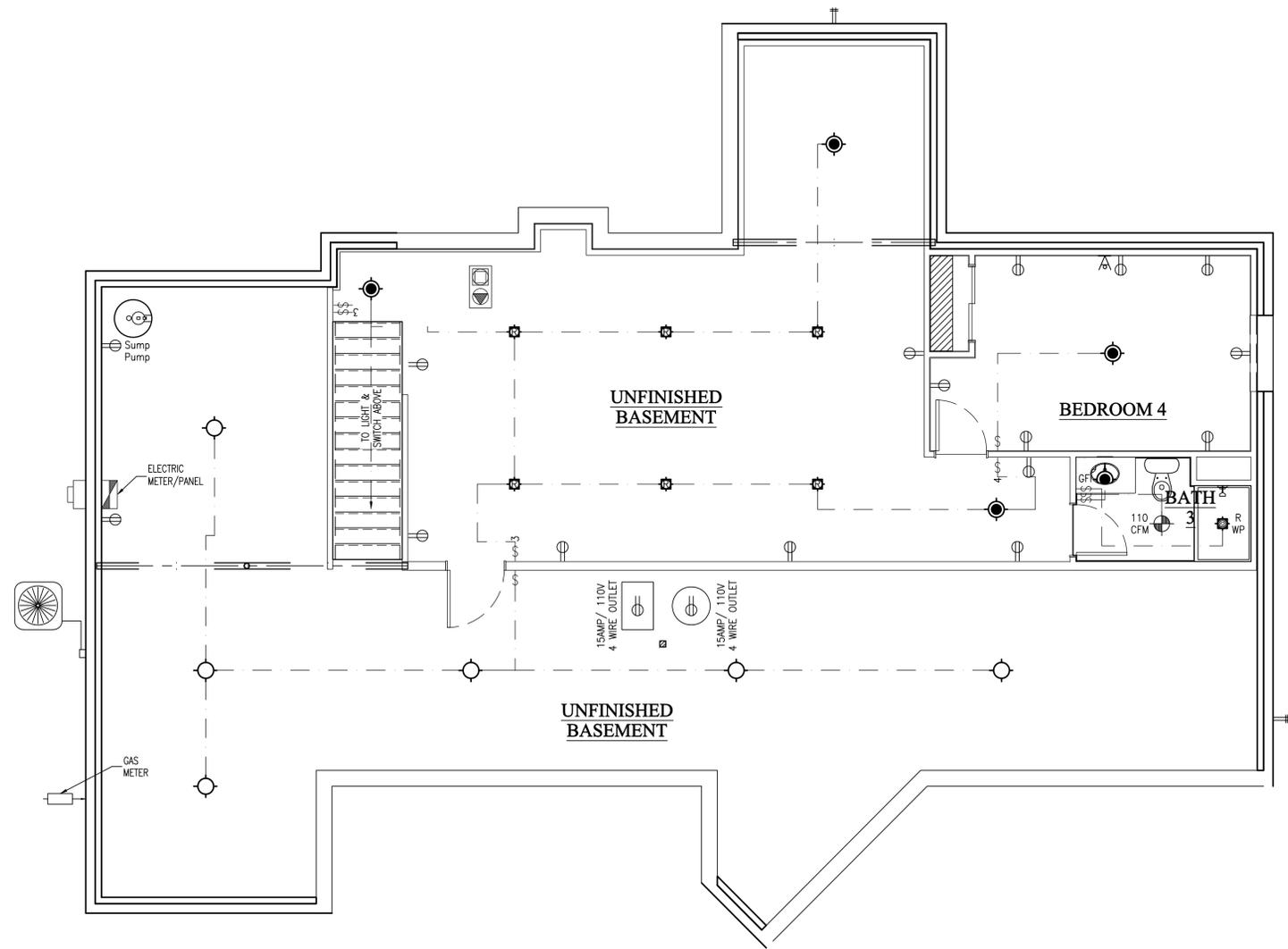
SHEET TITLE
FIRST FLOOR PLAN

19265 W. Capitol Dr.
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JOB NUMBER

SHEET NUMBER
A3



FOUNDATION ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"
 NOTES:
 ALL HALF SWITCHED OUTLET
 DECORA SWITCHES & OUTLETS

ELECTRICAL SYMBOLS

	SINGLE POLE SWITCH	GFI	INDICATES GROUND FAULT INTERRUPT		CEILING FAN ONE SWITCH		DECORATIVE WALL FIXTURE
	THREE WAY SWITCH	WP	INDICATES WATERPROOF		CEILING FAN W/LIGHT TWO SWITCHES		CEILING MOUNTED SMOKE DETECTOR
	FOUR WAY SWITCH		TELEVISION OUTLET (RG-6)		1 x 2 FLUORESCENT PACKAGE		CARBON MONOXIDE DETECTOR
	DIMMER SWITCH ROTARY		CAT5E WITH CAT3 PLATE		1 x 4 FLUORESCENT PACKAGE		SMOKE DETECTOR / CARBON MONOXIDE SENSOR
	DIMENSIONS WITH SYMBOL INDICATES HEIGHT ABOVE FLOOR		CAT5E		2 x 4 FLUORESCENT PACKAGE		HEAT LAMP/TIMER PACKAGE
	SINGLE OUTLET (15-20 AMP)		CAT6		STRUCTURAL WIRING SINGLE Cat5E/RG6 COMBO		FAN / HEAT LAMP / LIGHT PACKAGE
	DUPLEX OUTLET (15-20 AMP)		STRUCTURAL WIRING DUAL Cat5E/RG6 COMBO		1 x 2 FLUORESCENT PACKAGE		FAN
	DUPLEX OUTLET (15-20 AMP) FULL SWITCHED		EYEBALL RECESS CAN FIXTURE		1 x 4 FLUORESCENT PACKAGE		FAN / LIGHT
	COMBINATION USB/RECEPTACLE		SIMULATED CAN SURFACE MOUNT FIXTURE		2 x 4 FLUORESCENT PACKAGE		PHOTOCELL
	REINFORCED CEILING OUTLET (15-20 AMP)		RECESSED CAN LIGHT FIXTURE		FLUORESCENT LIGHT MOUNTED ABOVE DOOR		SPEAKER
	DUPLEX OUTLET (15-20 AMP) FLOOR MOUNTED		DECORATIVE CEILING FIXTURE		FLUORESCENT LIGHT MOUNTED UNDER CABINET		THERMOSTAT
	CENTRAL VAC, GAS COOK TOP, WASHER MICROWAVE (110V-20 AMP) DEDICATED		KEYLESS FIXTURE		FLOOD LIGHT		ELECTRIC METER
	ELECTRIC COOK TOP, ELECTRIC DRYER (220V-30 AMP) DEDICATED				DISPOSAL		ELECTRICAL PANEL(40C/32-8) 200 AMP SERVICE
	ELECTRIC RANGE (220V-40 AMP) DEDICATED						

PROPOSED HOME FOR
WILDT RESIDENCE
 LOT #11
 W208 N16348 RENEE WAY
 JACKSON, WI

5	05/28/20	PLAN DRAFT 3.2	JMP
4	05/26/20	PLAN DRAFT 3.1	JMP
3	05/06/20	PLAN DRAFT 03	JMP
2	04/24/20	PLAN DRAFT 02	JMP
1	03/26/20	PLAN DRAFT 01	JMP
NO.	DATE	DESCRIPTION OF REVISION	BY
		DRAWN BY: JJK	

SHEET TITLE
FOUNDATION ELECTRICAL PLAN

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 Suite LL02
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 262.737.0038 Fax
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JOB NUMBER
 ...

SHEET NUMBER
A4

[DRAFT 03]

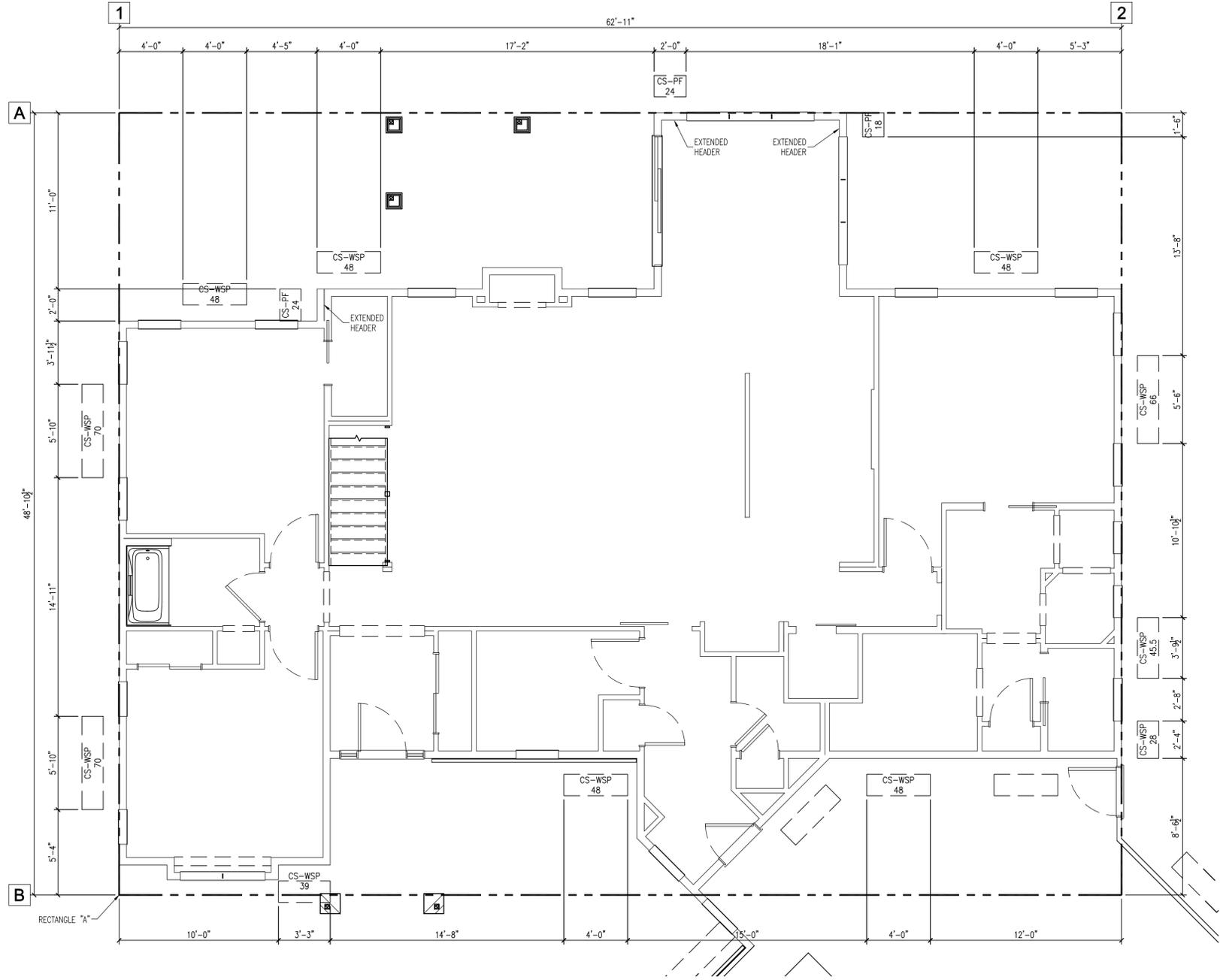
FIRST FLOOR WALL BRACING SCHEDULE - RECTANGLE "A"

PROJECT WIND EXPOSURE CATEGORY: B

WALL BRACE LINE	BRACE MATERIAL	BRACING METHOD	BRACE LINE SPACING	REQUIRED BRACE UNIT LENGTH	WIND EXPOSURE FACTOR	WALL HEIGHT FACTOR	DRYWALL OMISSION FACTOR	OX-IS EQUIL. FACTOR	WIND FACTOR TOTAL	TOTAL BRACE UNIT LENGTH REQUIRED	TOTAL BRACE UNIT LENGTH PROVIDED	DETAIL (SHEET D1)
A	1/2" OX-IS SHEATHING	CONTINUOUS	48.88"	9.58'	1.00	.95	1.00	1.00	0.95	9.10'	14.00'	CS-PF
B	1/2" OX-IS SHEATHING	CONTINUOUS	48.88"	9.58'	1.00	.95	1.00	1.00	0.95	9.10'	12.00'	CS-PF
1	1/2" OX-IS SHEATHING	CONTINUOUS	62.92"	12.28'	1.00	.95	1.00	1.00	0.95	11.67'	13.67'	CS-PF
2	1/2" OX-IS SHEATHING	CONTINUOUS	62.92"	12.28'	1.00	.95	1.00	1.00	0.95	11.67'	13.13'	CS-PF

WALL BRACING SCHEDULE NOTES:

- REQUIRED BRACE UNIT LENGTH INCORPORATES WHETHER WALL SUPPORTS ROOF & CEILING ONLY; ONE FLOOR, ROOF & CEILING OR TWO FLOORS, ROOF & CEILING PER TABLES SPS 321.25-I (INTERMITTENT METHOD) & SPS 321.25-J (CONTINUOUS METHOD) OF THE WISCONSIN ADMINISTRATIVE CODE.
- WIND FACTOR TOTAL INCLUDES WIND EXPOSURE FACTOR, WALL HEIGHT FACTOR AND EAVE TO RIDGE FACTOR.
- * EAVE TO RIDGE FACTOR FOR CONTINUOUS METHODS ACCOUNTED FOR IN TABLE 321.25-J
- INTERPOLATION USED IN BRACING CALCULATIONS.
- OX-IS SHEATHING TO BE INSTALLED PER TECHNICAL EVALUATION REPORT TER 0804-01, REVISION FEBRUARY 6TH, 2020
- OX-IS EQUIVALENCY FACTOR PER TER 0804-01 REPORT, SECTION 5.2.3.2
- DRYWALL FASTENERS TO BE #6 x 1 1/2" SCREWS, 16" IN FIELD.
- OMISSION OF DRYWALL TO BE 1.50 ILO 1.40 FACTOR ADJUSTMENT PER TER 0804-01 REPORT.

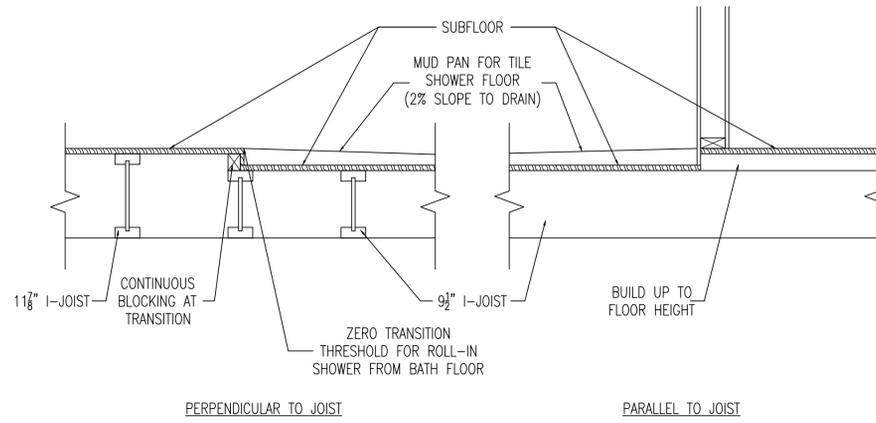


FIRST FLOOR BRACING PLAN

SCALE: 1/4" = 1'-0"

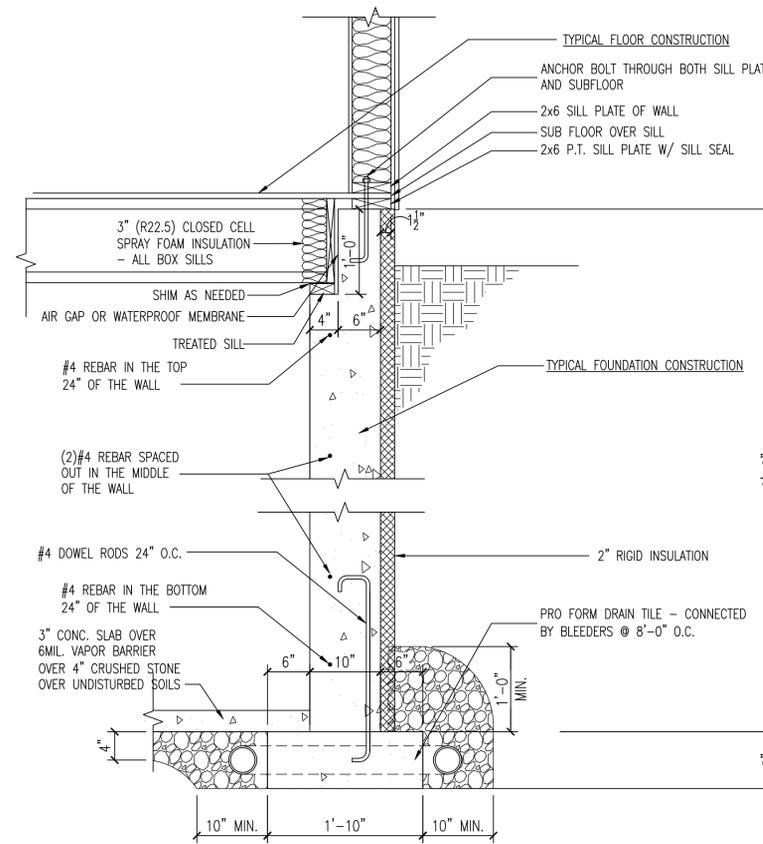
<p>19265 W. Capitol Dr. Suite LL02 Brookfield, WI 53045 262.865.4200 Office 262.737.0038 Fax www.shpdesign.com</p>		<p>PROPOSED HOME FOR WILDT RESIDENCE LOT #11 W208 N16348 RENEE WAY JACKSON, WI</p>	
<p>SHP Somerset Home Planning</p>		<p>SHEET TITLE FIRST FLOOR WALL BRACING PLAN</p>	
<p>19265 W. Capitol Dr. Suite LL02 Brookfield, WI 53045 262.865.4200 Office 262.737.0038 Fax www.shpdesign.com</p>		<p>NO. DATE DESCRIPTION OF REVISION BY</p> <p>5 05.28.20 PLAN DRAFT 3.2 JMP</p> <p>4 05.26.20 PLAN DRAFT 3.1 JMP</p> <p>3 05.06.20 PLAN DRAFT 03 JMP</p> <p>2 04.24.20 PLAN DRAFT 02 JMP</p> <p>1 03.26.20 PLAN DRAFT 01 JMP</p> <p>DRAWN BY: JJK PRINT DATE: 5/28/2020 2:46 PM</p>	
<p>Real Quality • Real Value • Real People 262.502.9344 Office 262.502.9346 Fax www.cobblestone-bltrs.com</p>		<p>JOB NUMBER ---</p>	
<p>Unit #1 Menomonie Falls, WI 53051</p>		<p>SHEET NUMBER A6</p>	

[DRAFT 03]



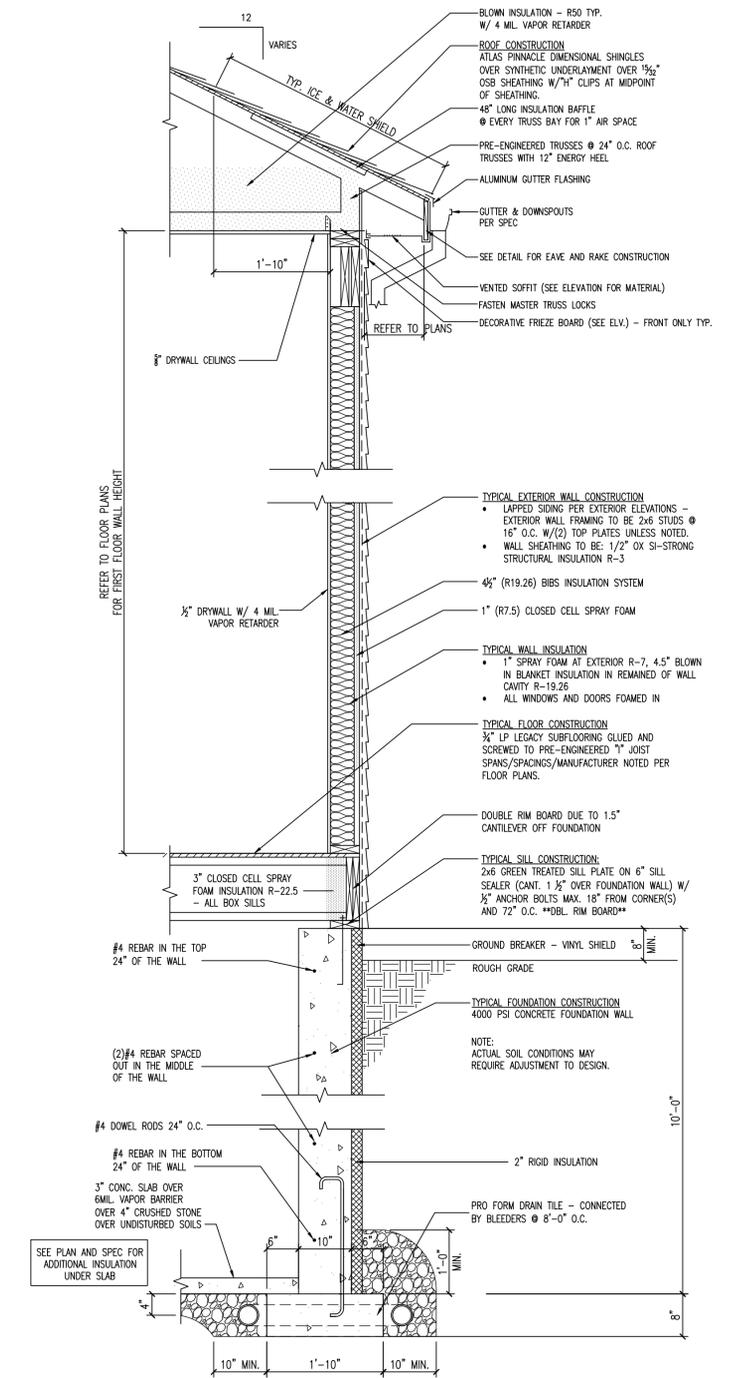
**ZERO ENTRY SHOWER DETAIL
BUILDING DETAIL**

SCALE: 1" = 1'-0"



**ZERO ENTRY JOIST LEDGE DETAIL
BUILDING DETAIL**

SCALE: 1" = 1'-0"



SINGLE STORY WOOD FRAME WALL - 10'-0\"/>

SCALE: 3/4" = 1'-0"

PROPOSED HOME FOR
WILDT RESIDENCE
LOT #11
W208 N16348 RENEE WAY
JACKSON, WI

NO.	DATE	DESCRIPTION OF REVISION	BY
1	03.26.20	PLAN DRAFT 01	JMP
2	04.24.20	PLAN DRAFT 02	JMP
3	05.06.20	PLAN DRAFT 03	JMP
4	05.26.20	PLAN DRAFT 3.1	JMP
5	05.28.20	PLAN DRAFT 3.2	JMP

SHEET TITLE
TYPICAL BUILDING SECTIONS

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JOB NUMBER

SHEET NUMBER

D1

DRAFT 03

JMP	5	05/28/20	PLAN DRAFT 3.2
JMP	4	05/26/20	PLAN DRAFT 3.1
JMP	3	05/06/20	PLAN DRAFT 03
JMP	2	04/24/20	PLAN DRAFT 02
JMP	1	03/26/20	PLAN DRAFT 01
BY			NO. 1 DATE DESCRIPTION OF REVISION
			DRAWN BY: JJK PRINT DATE: 6/28/2020 2:50 PM

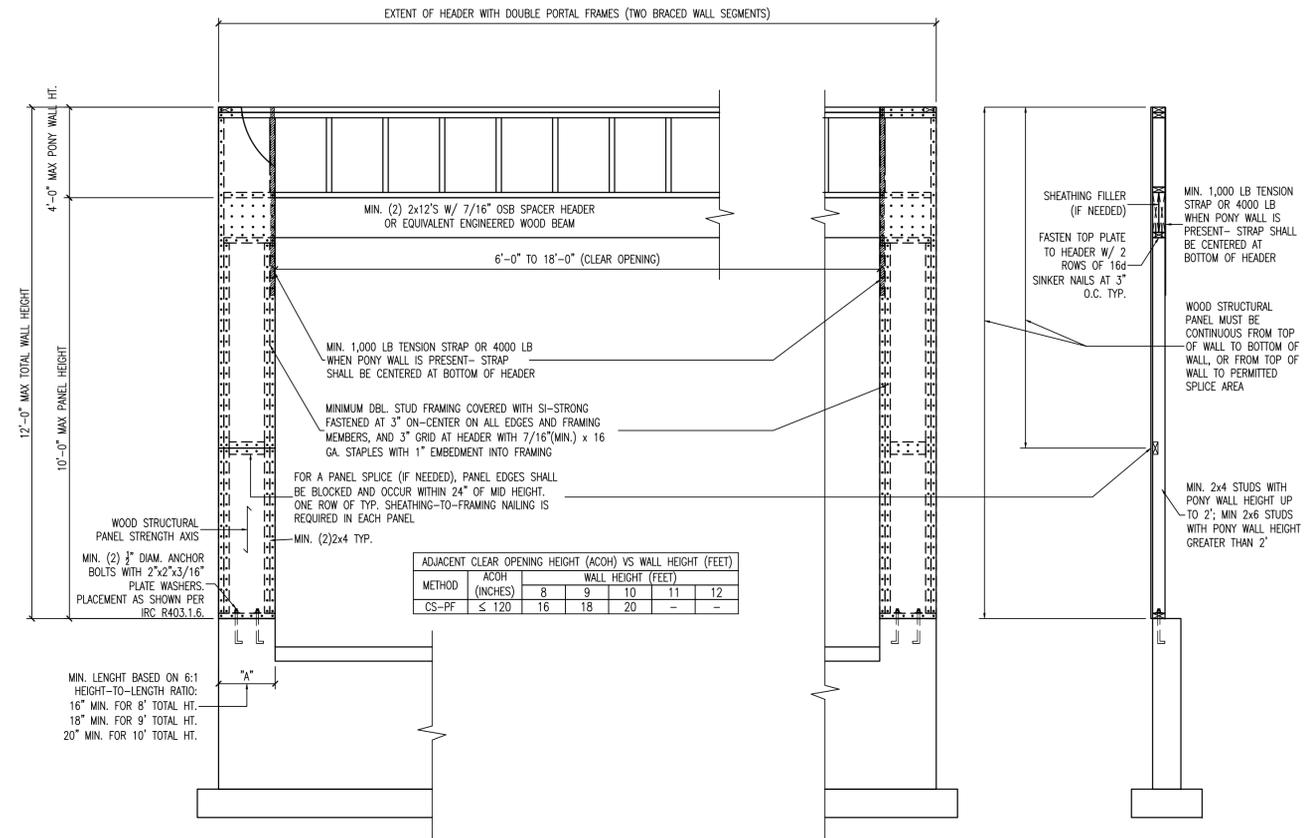
SHEET TITLE
BUILDING DETAILS

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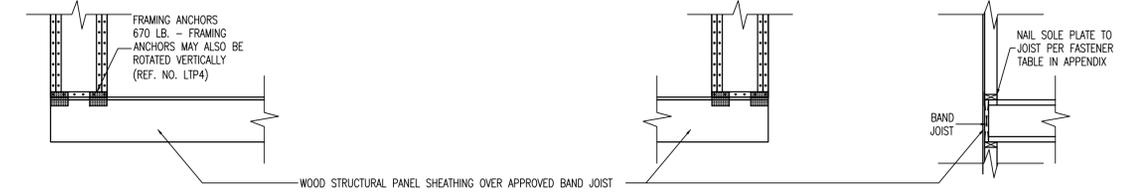
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JOB NUMBER

 SHEET NUMBER
D2



OVER CONCRETE WALL



OVER RAISED WOOD FLOOR OR SECOND FLOOR - FRAMING ANCHOR OPTION

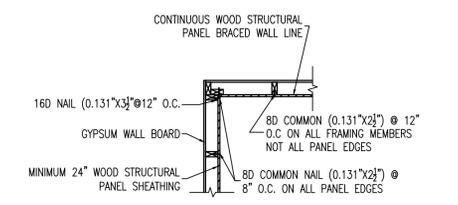


OVER RAISED WOOD FLOOR OR SECOND FLOOR - WOOD STRUCTURAL PANEL OVERLAP OPTION

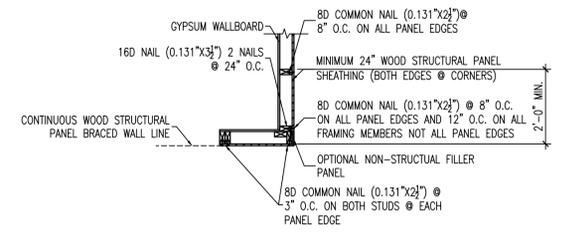


PORTAL FRAME (PF) BRACED WALL PANELS

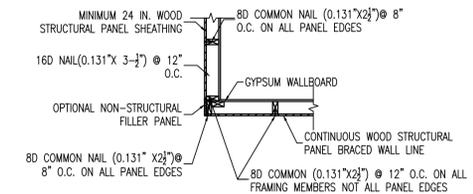
SCALE: 1/2" = 1'-0"
 CODE REFERENCES
 WISCONSIN UNIFORM BUILDING CODE (ONE AND TWO STORY DWELLINGS) FIGURE 321.25-A
 2007 INTERNATIONAL RESIDENTIAL BUILDING CODE SUPPLEMENT R602.10.4.6



INSIDE CORNER DETAIL SHP REV. 4/28/09
BRACE PANEL DETAIL
 SCALE: 1/2" = 1'-0"



GARAGE CORNER DETAIL SHP REV. 4/28/09
BRACE PANEL DETAIL
 SCALE: 1/2" = 1'-0"



OUTSIDE CORNER DETAIL SHP REV. 4/28/09
BRACE PANEL DETAIL
 SCALE: 1/2" = 1'-0"

[DRAFT 03]

5	05.28.20	PLAN DRAFT 3.2	JMP	BY
4	05.26.20	PLAN DRAFT 3.1	JMP	
3	05.06.20	PLAN DRAFT 03	JMP	
2	04.24.20	PLAN DRAFT 02	JMP	
1	03.26.20	PLAN DRAFT 01	JMP	
NO. 1 DATE		DESCRIPTION OF REVISION		
DRAWN BY: JJK PRINT DATE: 6/26/2020 2:50 PM				

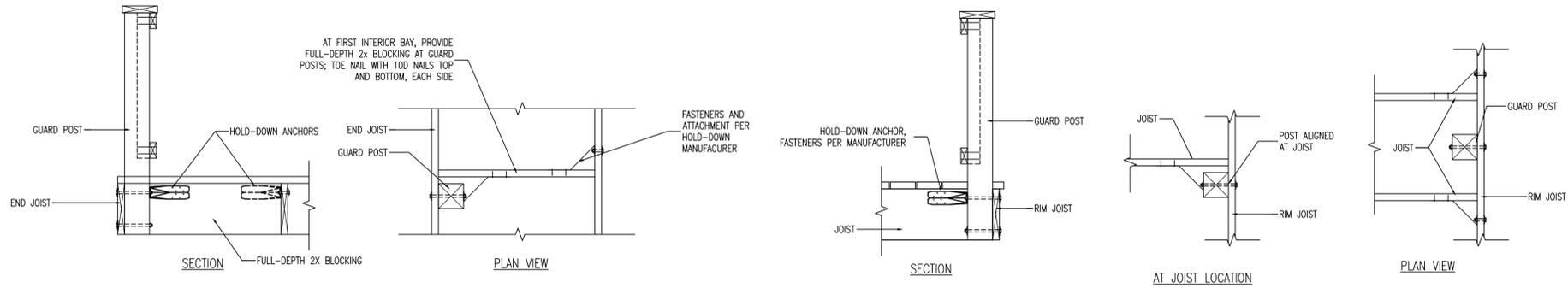
SHEET TITLE
BUILDING DETAILS

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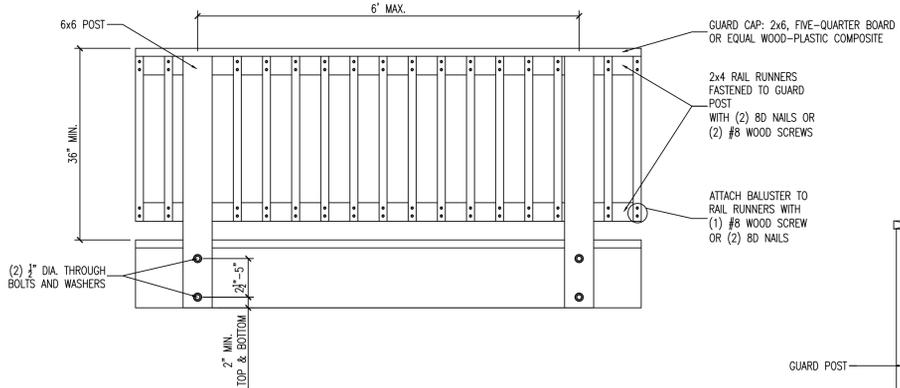
JOB NUMBER
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SHEET NUMBER
D3

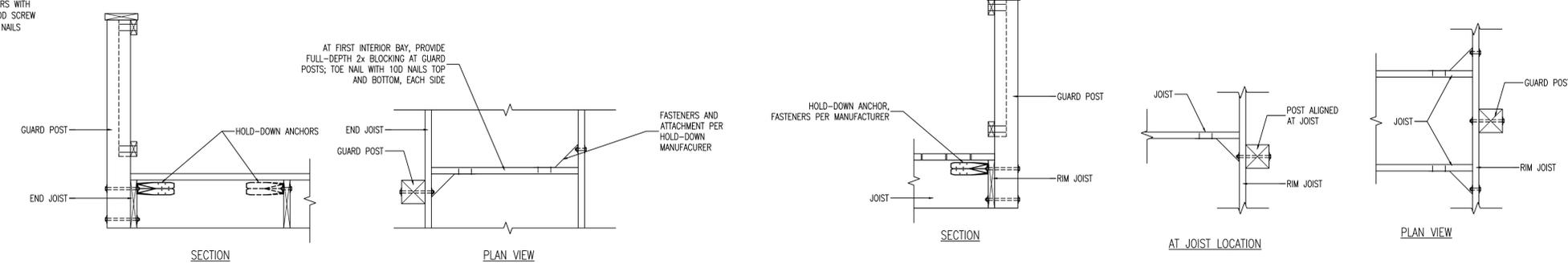


11 TYP. DECK DETAIL - INSIDE RIM FRAMING
GUARD POSTS AT END JOIST
 SCALE: 3/4" = 1'-0"

12 TYP. DECK DETAIL - INSIDE RIM FRAMING
GUARD POSTS AT RIM JOIST
 SCALE: 3/4" = 1'-0"

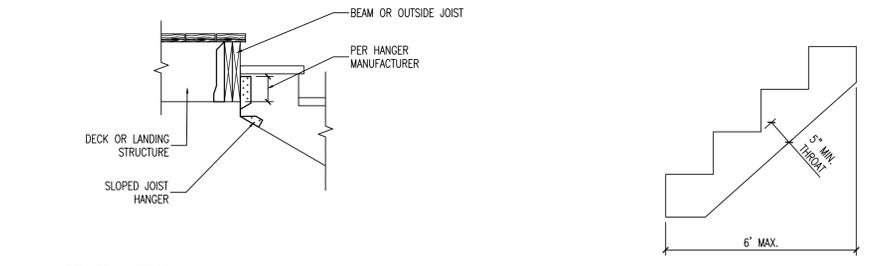


13 TYP. DECK DETAIL
GUARD POSTS
 SCALE: 3/4" = 1'-0"



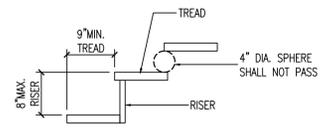
14 TYP. DECK DETAIL - OUTSIDE RIM FRAMING
GUARD POSTS AT END JOIST
 SCALE: 3/4" = 1'-0"

15 TYP. DECK DETAIL - OUTSIDE RIM FRAMING
GUARD POSTS AT RIM JOIST
 SCALE: 3/4" = 1'-0"

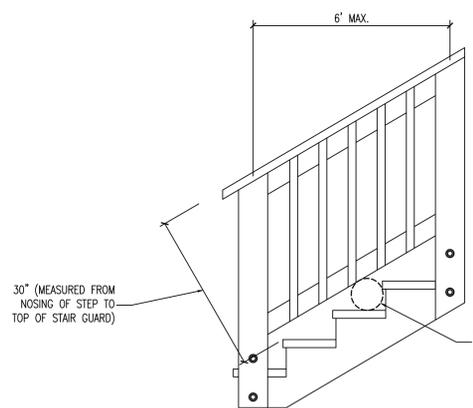


16 TYP. DECK DETAIL
UPPER BEARING AT DECK OR LANDING
 SCALE: 3/4" = 1'-0"

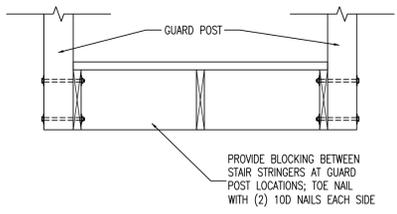
17 TYP. DECK DETAIL
CUT STRINGER SPAN
 SCALE: 3/4" = 1'-0"



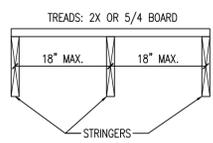
18 TYP. DECK DETAIL
TREADS AND RISERS
 SCALE: 3/4" = 1'-0"



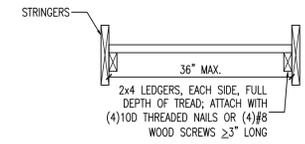
19 TYP. DECK DETAIL
STAIR GUARDS
 SCALE: 3/4" = 1'-0"



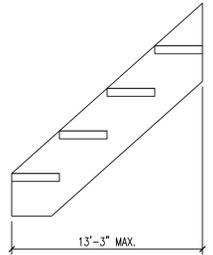
20 TYP. DECK DETAIL
CUT STRINGER
 SCALE: 3/4" = 1'-0"



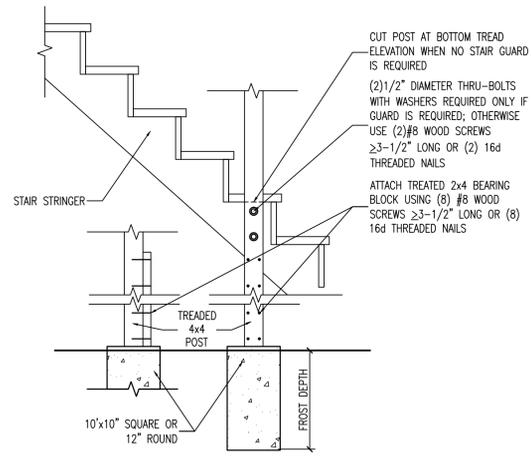
21 TYP. DECK DETAIL
SOLID STRINGER
 SCALE: 3/4" = 1'-0"



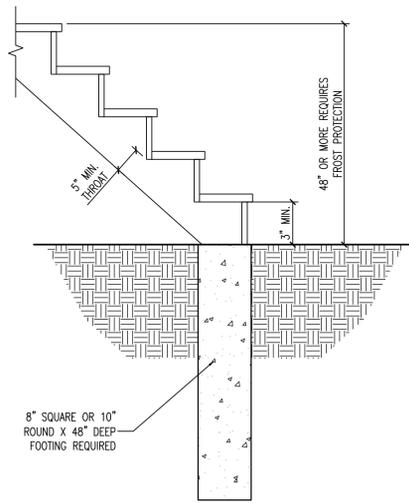
22 TYP. DECK DETAIL
SOLID STRINGER SPAN
 SCALE: 3/4" = 1'-0"



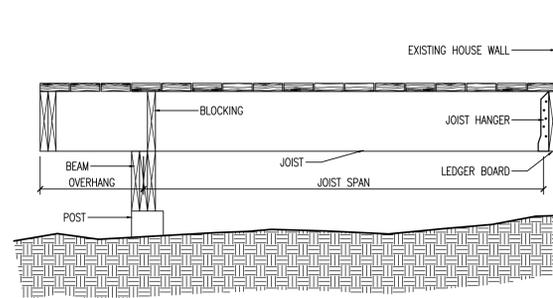
[DRAFT 03]



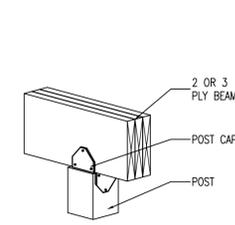
3 TYP. DECK DETAIL
MID SPAN STRINGER BEARING
SCALE: 3/4" = 1'-0"



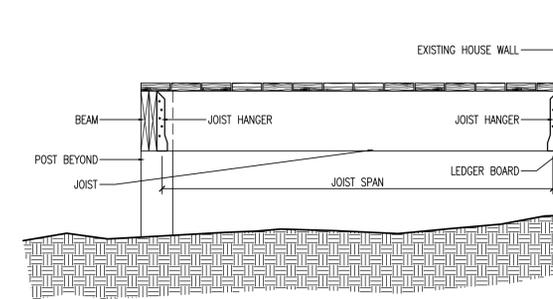
4 TYP. DECK DETAIL
LOWER BEARING AT FOOTING-FROST PROTECTED
SCALE: 3/4" = 1'-0"



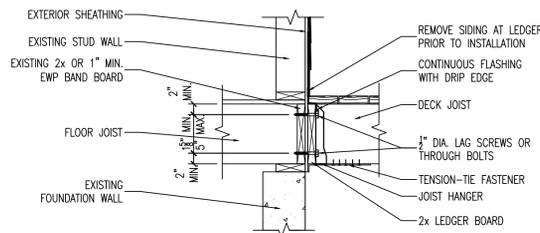
5 TYP. DECK DETAIL
JOIST WITH DROPPED BEAM-DECK ATTACHED TO HOUSE
SCALE: 3/4" = 1'-0"



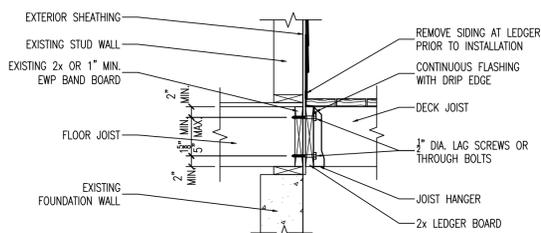
2 TYP. DECK DETAIL
POST CAP
SCALE: 3/4" = 1'-0"



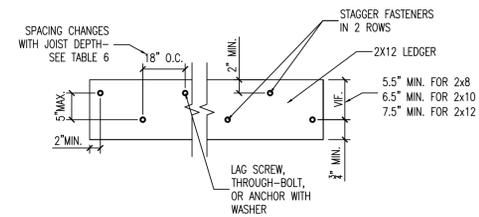
6 TYP. DECK DETAIL
JOIST WITH FLUSH BEAM-DECK ATTACHED TO HOUSE
SCALE: 3/4" = 1'-0"



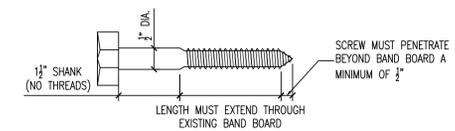
7 TYP. DECK DETAIL
TENSION TIE DETAIL
SCALE: 3/4" = 1'-0"



8 TYP. DECK DETAIL
LEDGER BOARD AND RIM JOIST ATTACHMENT
SCALE: 3/4" = 1'-0"



9 TYP. DECK DETAIL
LEDGER BOARD FASTENER SPACING AND CLEARANCES
SCALE: 3/4" = 1'-0"



10 TYP. DECK DETAIL
LEDGER BOARD AND RIM JOIST ATTACHMENT
SCALE: 1 1/2" = 1'-0"

PROPOSED HOME FOR
WILDT RESIDENCE
LOT #11
W208 N16348 RENEE WAY
JACKSON, WI

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BY		

SHEET TITLE
BUILDING DETAILS

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JOB NUMBER

SHEET NUMBER
D4

DRAFT 03

STAFF REVIEW COMMENTS
Plan Commission Meeting – August 27, 2020

1. Conditional Use Permit – Renee Gierhart – Three Dogs

Building Inspection

- Owner indicated that the dogs to bark at pedestrians using the sidewalk. Insp. Dept Recommends that the invisible fence be located a minimum of 10-feet inside of the sidewalk to minimize proximity to passersby.
- Recommend approval conditional upon above recommendation and requiring the owner to notify the Village of passing of any of the animals at which time the three-animal approval will expire. Future approvals are subject to re-application.

Public Works/Engineering

- The three dogs already exist on the property. The conditional use would allow the third dog be in compliance. Recommend a sunset date for the approval of the third dog.

Police Department

- We have no record of problems related to dogs at this residence. The underground fence leads me to believe that Ms. Gierhart is a responsible pet owner, however she noted in her application that her dogs bark at people when they walk by. I suggest reminding Ms. Gierhart that ordinance 6-56 prohibits dogs that “habitually bark or howl to the annoyance of any person”. No objection to the conditional use permit.

Fire Department

- No Comments

Administrative/Planning

- No Comments

2. Conditional Use Permit – Rockford Contractors – Brew City Pizza/dba Domino’s

Building Inspection

- Recommend approval subject to full compliance with applicable building codes.

Public Works/Engineering

- A suitable use for the business area.

STAFF REVIEW COMMENTS
Plan Commission Meeting – August 27, 2020

Police Department

- No comments.

Fire Department

- A Knox Box will be required adjacent to the main entry door.

Administrative/Planning

- No Comments

3. Planned Unit Development Amendment – Kris & Holly King – Privacy Fence

Building Inspection

- Owners are proposing to construct a 6-foot privacy fence upon their property. A portion of the fence is located in the side (street yard) and rear yard areas. Due to this being a corner lot, the side (street) yard area is also considered a front yard as defined in Village Ordinance Section 48-1.

Village Ordinance Section 8-127 prohibits fences greater than 36-inches in front yard areas.

- Building Inspection Dept. has no objection to the proposed fence provided fence will not encroach into any public utility or stormwater easement area and is located outside of all rights-of-way.

Public Works/Engineering

- No objection to the location or the height of fence with the 8 ft setback.

Police Department

- No comments

Fire Department

- Provide emergency access from all sides of house/garage by way of gates operable from outer fence perimeter.

Administrative/Planning

- No Comments

STAFF REVIEW COMMENTS
Plan Commission Meeting – August 27, 2020

4. Planned Unit Development Amendment – Dirk Wildt – 3 Car Attached Garage

Building Inspection

- Owners propose to construct a 3,332 sq. ft. home which includes a 1,223 sq. ft. garage. The garage constitutes almost one-third of the building footprint. Village Ordinance Section 48-108 currently restricts accessory garages to no more than 720 sq. ft. in area unless a conditional use permit is granted.

Public Works/Engineering

- No additional comments.

Police Department

- No comments

Fire Department

- No Comments

Administrative/Planning

- No Comments