

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102
wimunicipalboundaryreview@wi.gov
<https://doa.wi.gov/municipalboundaryreview>

**Online Submittal and Payment: Instead of this form go to <https://wi.accessgov.com/public/Forms/Page/doa-dir/dir-annexation/>
This will speed up the process by eliminating the time it used to take to mail the check to us.**

Petitioner Information

Name: **R&B Karrels Farms, LLC c/o Deborah C. Tomczyk**

Phone: **414-298-8331**

Email: **dtomczyk@reinhardtlaw.com**

Contact Information if different than petitioner:

Representative's Name: **Parin Patel**

Phone: **267-746-4148**

E-mail: **ppatel@cloverleafinfra.com**

1. Town(s) where property is located: **Town of Port Washington**

2. Petitioned City or Village: **City of Port Washington**

3. County where property is located: **Ozaukee County**

4. Population of the territory to be annexed: **15 qualified electors in 2022; population of 20 adults & 3 children**

5. Area (in acres) of the territory to be annexed: **562**

6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel):
SEE ATTACHED TAX KEY MAP.

Include these required items with this form:

- ☒ Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- ☒ Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- ☒ Signed Petition or Notice of Intent to Circulate [see attached annexation guide]
- ☒ Check or money order covering review fee [see next page for fee calculation]**

(June 2024)

**\$4,350.00 was paid in connection with the
Request for Annexation Review submitted on
March 27, 2025.

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$X Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$X Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

****A Total Fee of \$4,350.00 was paid in connection with the Request for Annexation Review submitted on March 27, 2025.**

\$ TOTAL FEE DUE (Add the Filing Fee to the Review Fee)**

Include check or money order, payable to: **Department of Administration**

DON'T attach the check with staples, tape, ...

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee & form received: _____

Payer: _____ Check Number: _____

Check Date: _____

Amount: _____

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

- ☐ State the purpose of the petition:
- Direct annexation by unanimous approval; OR
 - Direct annexation by one-half approval; OR
 - Annexation by referendum.
- ☐ Petition must be signed by:
- All owners and electors, if by unanimous approval.
 - See [66.0217 \(3\) \(a\)](#), if by one-half approval.
 - See [66.0217 \(3\) \(b\)](#), if by referendum.
- ☐ State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- ☐ The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR
- ☐ If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.
- ☐ The land may NOT be described only by:
- Aliquot part;
 - Reference to any other document (plat of survey, deed, etc.);
 - Exception or Inclusion;
 - Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

- ☐ The map shall be an ***accurate reflection*** of the legal description of the parcel being annexed. As such, it must show:
- A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 - Bearings and distances along all parcel boundaries as described.
 - All adjoiners as referenced in the description.
- ☐ The map must include a **graphic scale**.
- ☐ The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

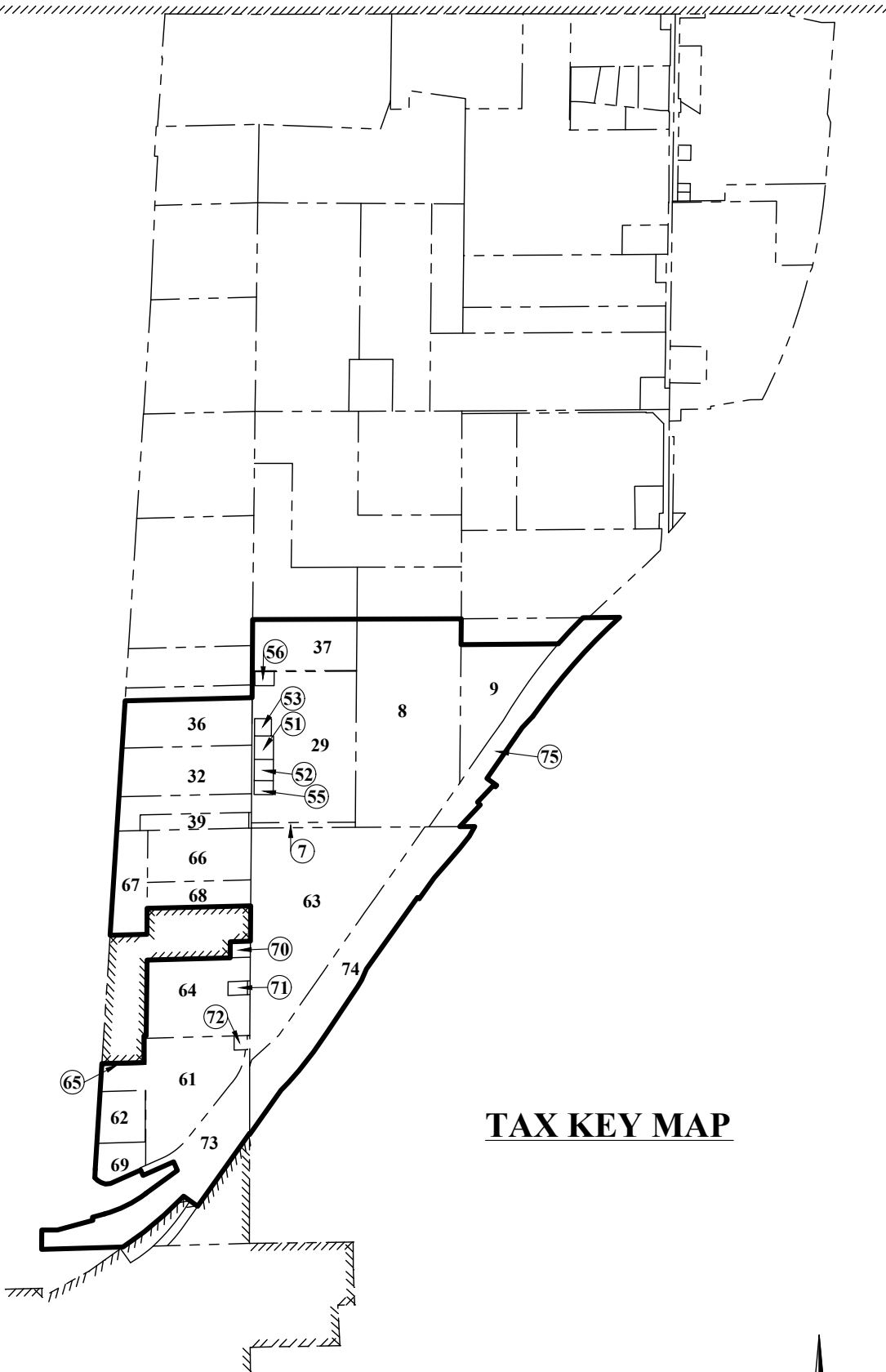
[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- ☐ The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.
- ☐ If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by [s. 66.0217 \(4\)](#).

ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 3, AND THE SOUTHEAST 1/4 OF SECTION 4, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 9, AND THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

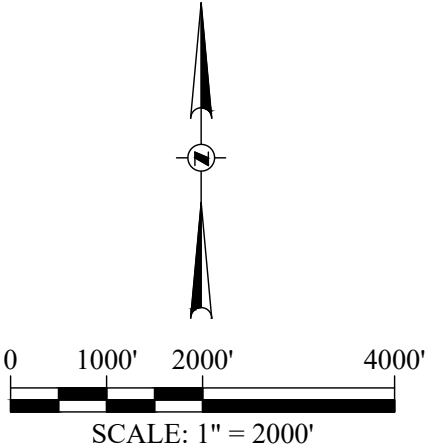


TAX KEY MAP



275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203-3318
414 / 259 1500
www.graef-usa.com

Date: 03/31/2025
Project No: 20240162.00
Drawn By: LFG



ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 3, AND THE SOUTHEAST 1/4 OF SECTION 4, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 9, AND THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

TAX KEY TABLE		
MAP #	PARCEL OWNERS	TAX KEY #
7	R&B Karrels Farms, LLC	070101100500
8	R&B Karrels Farms, LLC	070100900000
9	R&B Karrels Farms, LLC	070101400200
29	Sushila Sharma Family Trust	070101000000
32	Loren F. Foote	070091500000
36	David A. Schinker Family Trust	070091300600
37	Norbert J. Ansay and Nancy A. Ansay Family Trust, John Ansay, Janice R. Becker Survivor's Trust u/a/d July 30, 2010 and Roxane Wolske, each an undivided 1/4 interest as tenants in common	070101000100
39	James D. Michel & Susan M. Michel, as Husband and Wife	070091500600
51	Curran White & Jodi Brodersen-White, as Husband and Wife	070101100600
52	Mary E. Tyrrell	070101100300
53	David Yankunas	070101000300
55	Bethel J. Flynn	070101100200
56	Steven J. Schultz and Debra M. Viesselmann	070101000200
61	Weiss LLC	070161300500
62	Weiss LLC	070161401000
63	Norbert J. Ansay and Nancy A. Ansay Family Trust, John Ansay, Janice R. Becker Survivor's Trust u/a/d July 30, 2010 and Roxane Wolske, each an undivided 1/4 interest as tenants in common	070150500100
64	David J. Kleckner	070160400200
65	David J. Kleckner	070161400700
66	Allan A. Arendt and Agnes R. Arendt, as Trustees of The Allan A. Arendt and Agnes R. Arendt Revocable Trust	070160100100
67	Loren F. Foote	070160200000
68	WAP, LLC	070160100200
69	Gerald L. Karrels	070161502500
70	Highland CBRF Housing, LLC	070160400400
71	Randy L. Sparr and Barbara L. Sparr, as Husband and Wife	070160400500
72	Michael T. Gahan	070161300300
73	State of Wisconsin	070161300002
74	Ozaukee County	070150500400
75	Ozaukee County	070101200100

TAX KEY MAP TABLE



275 West Wisconsin Avenue
Suite 300
Milwaukee, WI 53203-3318
414 / 259 1500
www.graef-usa.com

Date: 03/31/2025
Project No: 20240162.00
Drawn By: LFG

**NOTICE OF INTENTION TO CIRCULATE
PETITION FOR ANNEXATION OF TERRITORY
FROM TOWN OF PORT WASHINGTON TO CITY OF PORT WASHINGTON**

Date: April 10, 2025

PLEASE TAKE NOTICE that R&B Karrels Farms, LLC (whose post office address is 1522 Lake Drive, Port Washington, Wisconsin, 53074) has caused this Class 1 Notice of Intention to Circulate an Annexation Petition to be published with respect to the annexation from the Town of Port Washington, Ozaukee County, Wisconsin to the City of Port Washington, Ozaukee County, Wisconsin of the territory legally described on the attached Exhibit A.

The scale map describing the territory proposed to be annexed is attached as Exhibit B and may be inspected at the office of the Town of Port Washington Town Clerk and at the office of the City of Port Washington City Clerk at the addresses below:

Heather Krueger, Town Clerk
Town of Port Washington
3715 Highland Drive
Port Washington, WI 53074

Susan Westerbeke, City Clerk
City of Port Washington
100 West Grand Avenue
Port Washington, WI 53074

Not less than ten (10) days nor more than twenty (20) days from publication of a Class 1 Notice, an annexation petition shall be circulated for signature.

EXHIBIT A
LEGAL DESCRIPTION OF THE TERRITORY TO BE ANNEXED

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND
SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15,
AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH,
RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

and NE S 15

LEGAL DESCRIPTION:

All those parts of the Southeast 1/4 of Section 9, and the Southwest 1/4 and Southeast 1/4 of Section 10, and the Northwest 1/4 and Southwest 1/4 of Section 15, and the Northeast 1/4 and Southeast 1/4 of Section 16, lying in Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin being more particularly described as follows:

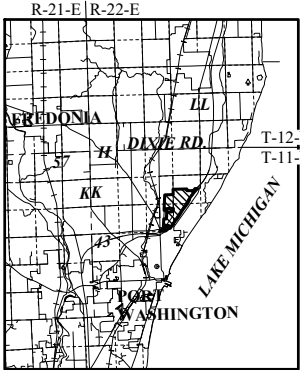
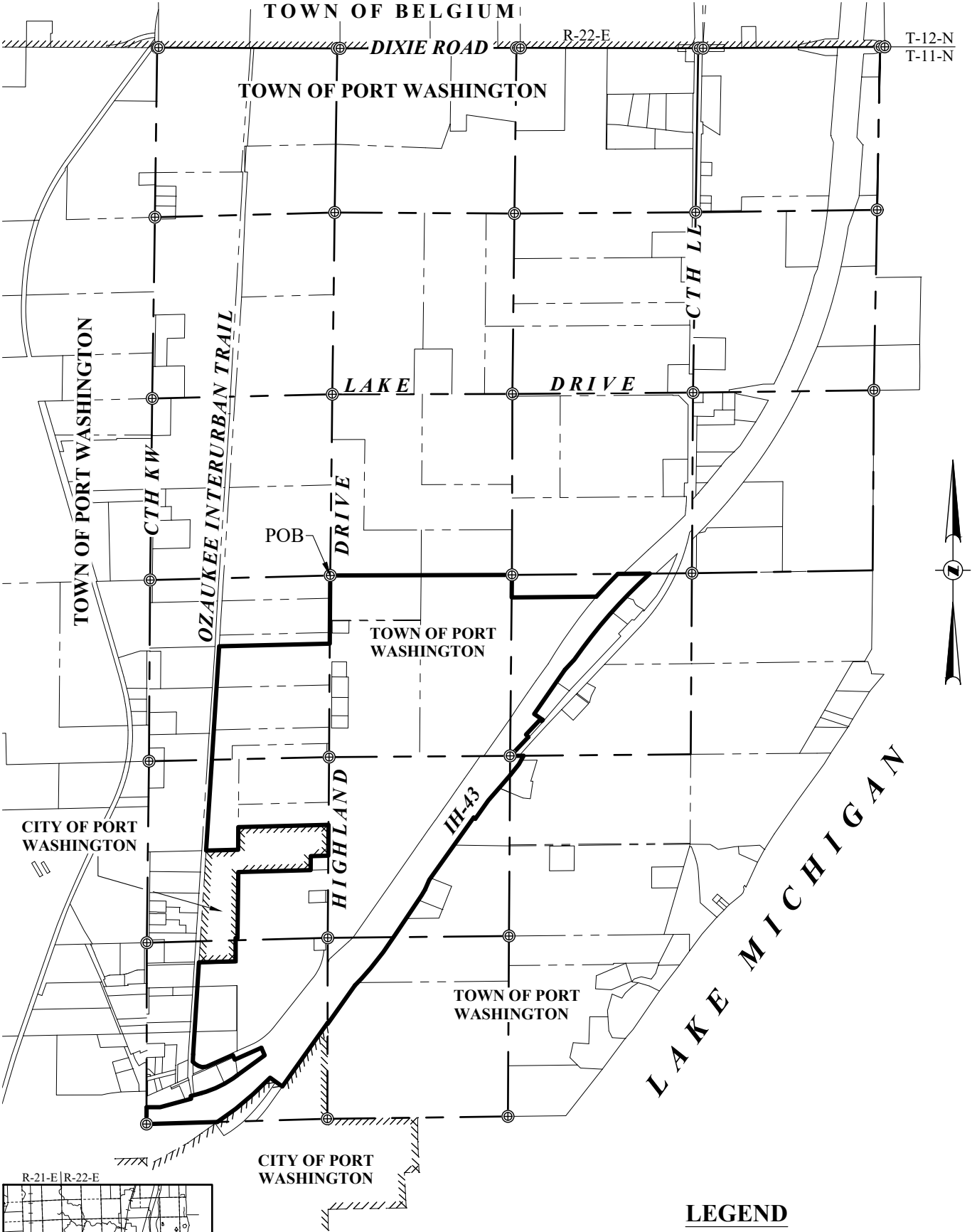
Beginning at the West 1/4 corner of said Section 10; thence North 89°48'29" East along the North line of the Southwest 1/4 of said Section 10, 2,661.48 feet; thence South 00°34'19" West along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 10, 330.06 feet; thence North 89°28'04" East, 1,239.06 feet to a point on the West right-of-way line of Interstate Highway 43, said point being the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,799.44 feet, to which a radial line bears North 48°16'10" West; thence northeasterly along said curve and along said West right-of-way line through a central angle of 03°22'03" an arc distance of 458.41 feet to a point on the South line of the Northeast 1/4 of said Section 10; thence North 89°28'04" East along said South line of the Northeast 1/4 of said Section 10, 468.33 feet to a point being the intersection of said South line of the Northeast 1/4 of said Section 10 and the East right-of-way line of said Interstate Highway 43 and the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,479.44 feet, to which a radial line bears North 42°20'12" West; thence southwesterly along said curve and along said East right-of-way line through a central angle of 12°52'26" an arc distance of 1680.58 feet; thence South 43°24'58" West along said East right-of-way line, 200.00 feet; thence South 34°47'22" West along said East right-of-way line, 789.37 feet; thence South 55°12'38" East along said East right-of-way line, 152.85 feet to the West right-of-way line of CTH LL; thence South 43°28'56" West along said West right-of-way line, 25.27 feet; thence North 46°31'04" West along said West right-of-way line, 30.00 feet; thence South 43°28'56" West along said West right-of-way line, 300.00 feet; thence South 46°31'04" East along said West right-of-way line, 50.00 feet; thence South 43°28'56" West along said West right-of-way line, 382.21 feet; thence North 89°29'56" East, 192.60 feet; thence South 29°12'18" West along the East right-of-way line of said CTH LL, 143.14 feet; thence South 38°26'46" West along said East right-of-way line, 198.06 feet; thence South 40°37'32" West along said East right-of-way line, 217.55 feet; thence South 41°07'56" West along said East right-of-way line, 276.97 feet; thence South 35°26'44" West along said East right-of-way line, 330.00 feet; thence North 54°33'16" West along said East right-of-way line, 30.00 feet; thence South 35°26'44" West along said East right-of-way line, 1118.26 feet; thence South 23°33'25" West along said East right-of-way line, 155.33 feet; thence South 31°26'29" West along said East right-of-way line, 100.24 feet; thence South 33°43'38" West along said East right-of-way line, 700.32 feet; thence South 34°40'54" West along said East right-of-way line, 59.65 feet; thence South 34°41'39" West along said East right-of-way line, 243.38 feet; thence South 38°07'48" West along said East right-of-way line, 300.33 feet; thence South 41°10'07" West along said East right-of-way line, 201.00 feet; thence South 44°16'15" West along said East right-of-way line, 140.27 feet; thence South 35°20'33" West along said East right-of-way line, 691.68 feet; thence North 00°05'33" East along said East right-of-way line, 15.82 feet; thence South 35°24'51" West along said East right-of-way line, 1,142.30 feet; thence North 54°35'09" West, 219.90 feet to said East right-of-way line of said Interstate Highway 43; thence South 46°01'11" West along said East right-of-way line, 341.92 feet; thence South 49°50'08" West along said East right-of-way line, 336.99 feet; thence South 54°31'21" West along said East right-of-way line, 256.81 feet; thence South 54°35'18" West along said East right-of-way line, 75.85 feet to a point on the South line of Section 16; thence South 88°21'38" West along said South line, 1,036.72 feet to the Southwest corner of the Southeast one quarter; thence North 00°05'39" East along the West line of said Southeast one quarter, 246.97 feet; thence South 89°55'44" East along the North right-of-way line of said Interstate Highway 43, 199.85 feet; thence North 74°45'04" East along the Northwest right-of-way line of said Interstate Highway 43, 469.69 feet; thence North 09°11'21" West along said northwest right-of-way line, 40.22 feet; thence North 74°45'04" East, 159.21 feet to the beginning of a curve concave northwesterly and has a radius of 1,537.02 feet; thence northeasterly along said curve and along said Northwest right-of-way line through a central angle of 22°00'00" an arc distance of 590.17 feet; thence North 53°52'42" East along said Northwest right-of-way line, 501.64 feet; thence North 23°56'53" West, 120.00 feet; thence South 66°03'07" West, 426.39 feet; thence North 23°56'36" West, 74.15 feet to the Northwest right-of-way line of Highland Drive; thence South 66°00'58" West along said Northwest right-of-way line, 422.74 feet; thence South 83°54'05" West along said Northwest right-of-way line, 64.70 feet; thence North 71°02'39" West along said Northwest right-of-way line, 56.20 feet; thence North 58°06'01" West along said Northwest right-of-way line, 55.37 feet; thence North 47°01'58" West along said Northwest right-of-way line, 48.03 feet to a point on the East right-of-way line of a Wisconsin Electric Power Company utility right-of-way

and the beginning of a non-tangent curve concave easterly and has a radius of 2,824.93 feet, to which a radial line bears North 88°28'50" West; thence northerly along said curve through a central angle of 02°10'57" an arc distance of 107.60 feet ; thence North 03°39'19" East along said East line of said utility right-of-way, 1351.35 feet; thence North 88°25'45" East, 535.56 feet; thence North 00°05'36" East, 338.92 feet; thence North 88°24'01" East, 29.07 feet; thence North 00°39'01" East, 966.25 feet; thence North 88°26'20" East, 1,060.29 feet; thence North 00°18'43" East, 204.74 feet; thence North 88°19'48" East, 257.59 feet; thence North 00°25'46" East, 450.60 feet; thence South 88°35'36" West, 1,321.60 feet; thence South 00°33'10" West, 331.59 feet; thence South 88°33'44" West, 469.01 feet to a point on said East line of said utility right-of-way; thence North 03°39'19" East along said East line of said utility right-of-way, 2,996.63 feet; thence North 88°35'55" East, 1,621.11 feet; thence North 00°22'42" East along the East line of the Southeast 1/4 of said Section 9, a distance of 997.30 feet to the point of beginning.

Said described land containing 562.385 acres more or less.

EXHIBIT B
SCALE MAP OF THE TERRITORY TO BE ANNEXED

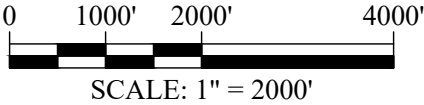
THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



VICINITY MAP
NOT TO SCALE

LEGEND

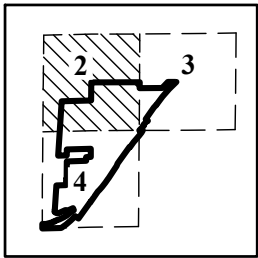
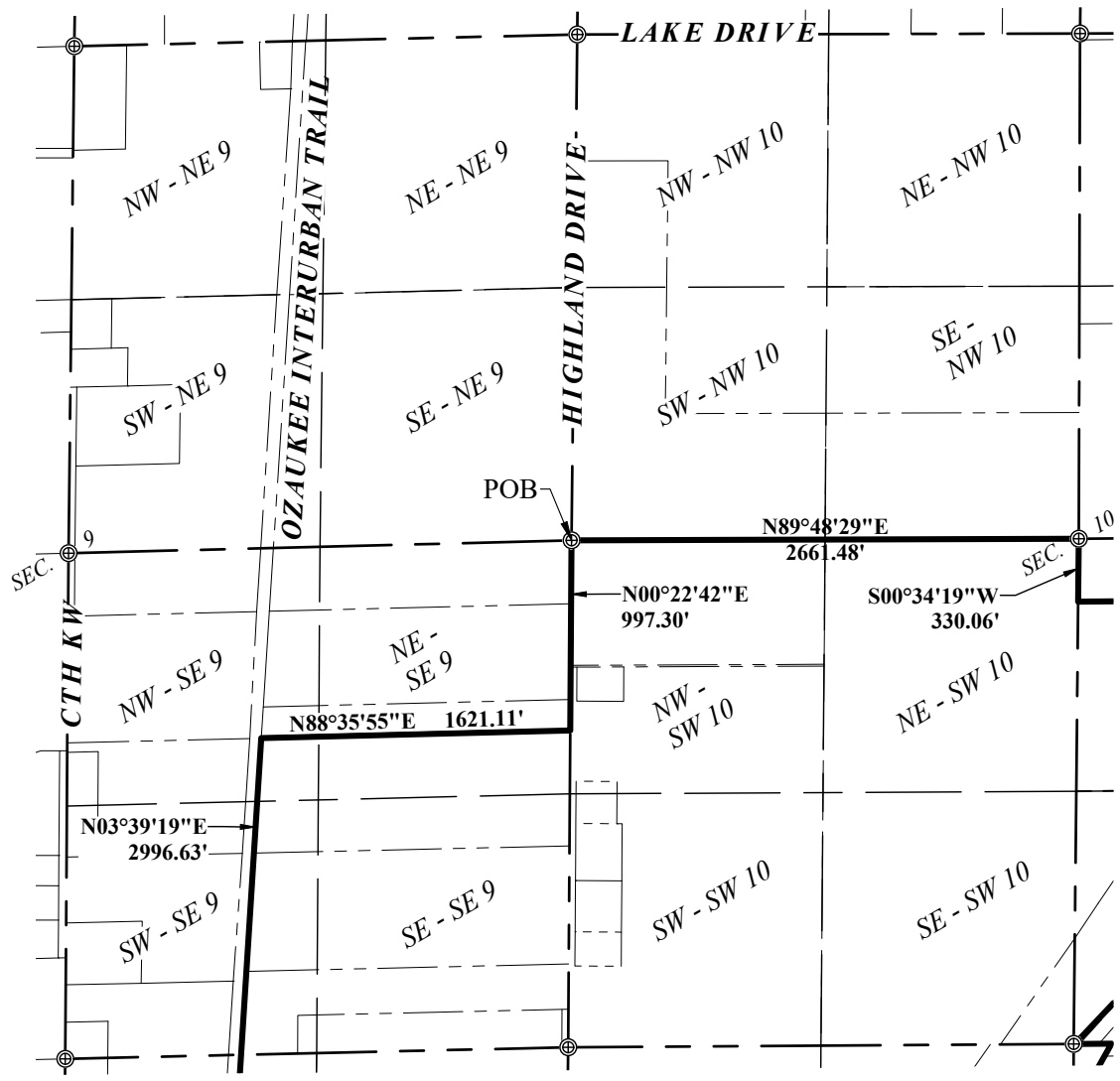
- POB POINT OF BEGINNING
- ⊕ SECTION CORNER
- - - SECTION LINE
- - - QUARTER SECTION LINE
- - - SIXTEENTH LINE
- - - PROPERTY LINE
- EXTERIOR BOUNDARY LINE
- ////// CORPORATE LIMITS



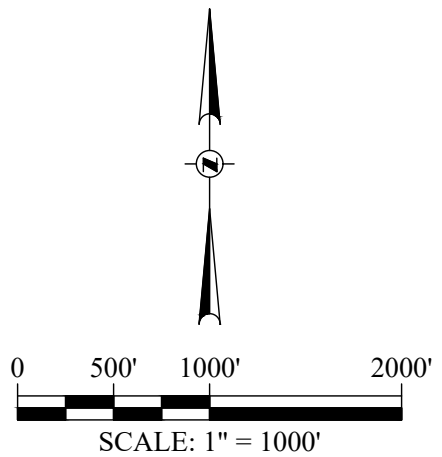
SCALE: 1" = 2000'

ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



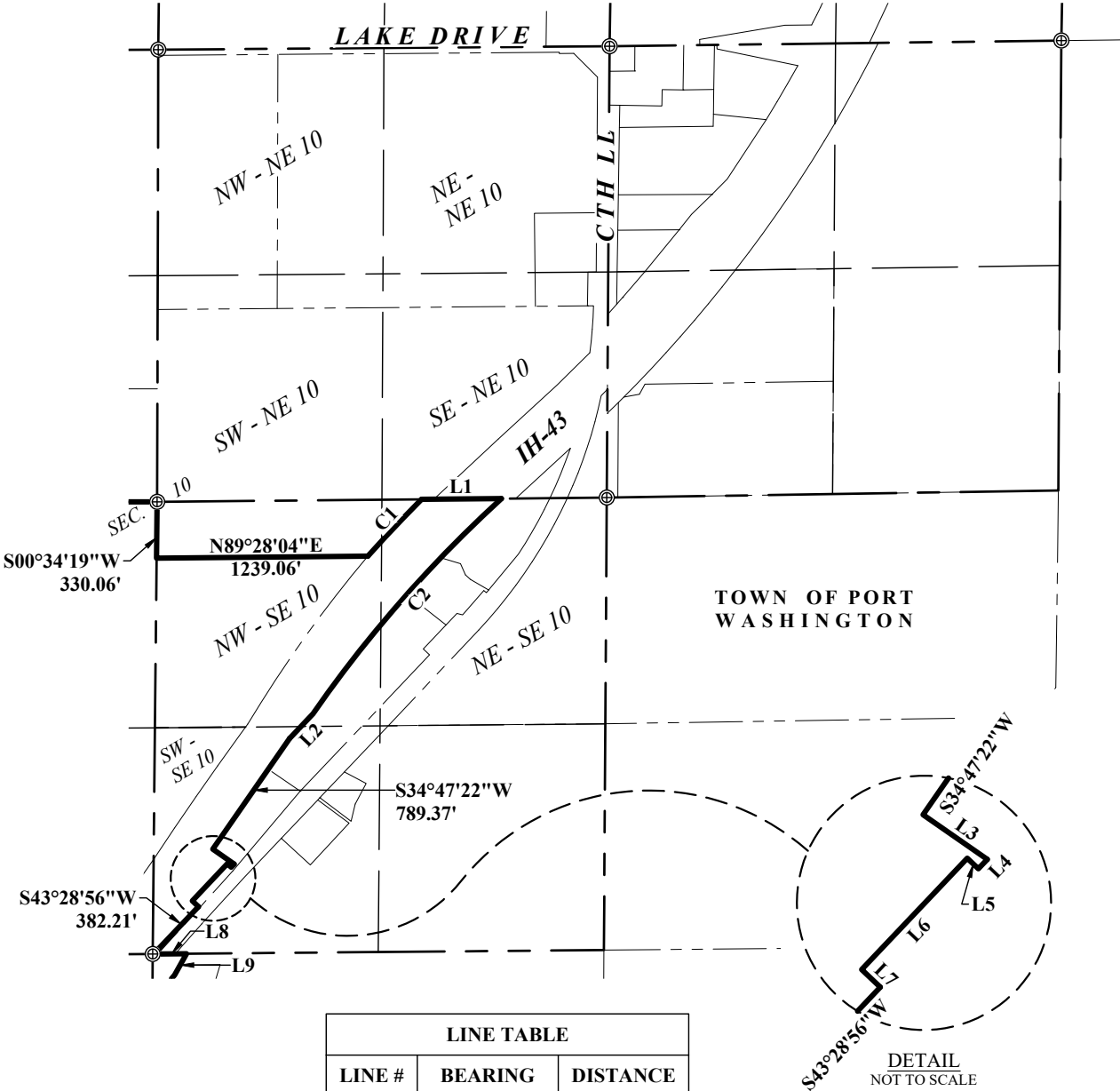
SHEET LOCATION MAP
NOT TO SCALE



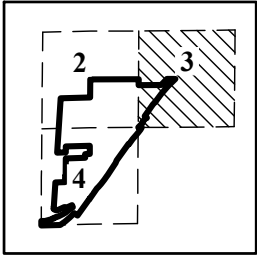
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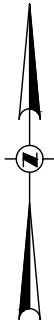
CURVE TABLE							
CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
C1	7799.44'	458.41'	S43°24'51"W	458.34'	3°22'03"	S45°05'53"W	S41°43'50"W
C2	7479.44'	1680.58'	S41°13'35"W	1677.05'	12°52'26"	S47°39'48"W	S34°47'22"W



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°28'04"E	468.33'
L2	S43°24'58"W	200.00'
L3	S55°12'38"E	152.85'
L4	S43°28'56"W	25.27'
L5	N46°31'04"W	30.00'
L6	S43°28'56"W	300.00'
L7	S46°31'04"E	50.00'
L8	N89°29'56"E	192.60'
L9	S29°12'18"W	143.14'



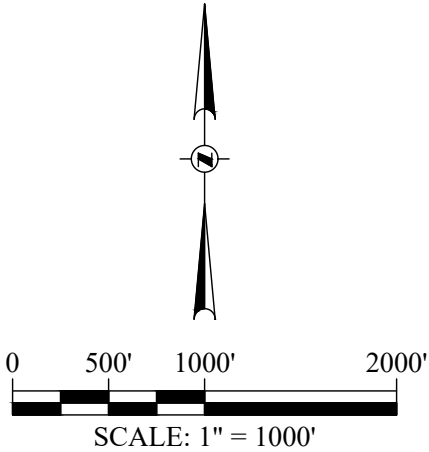
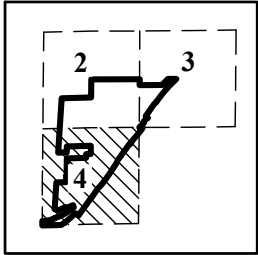
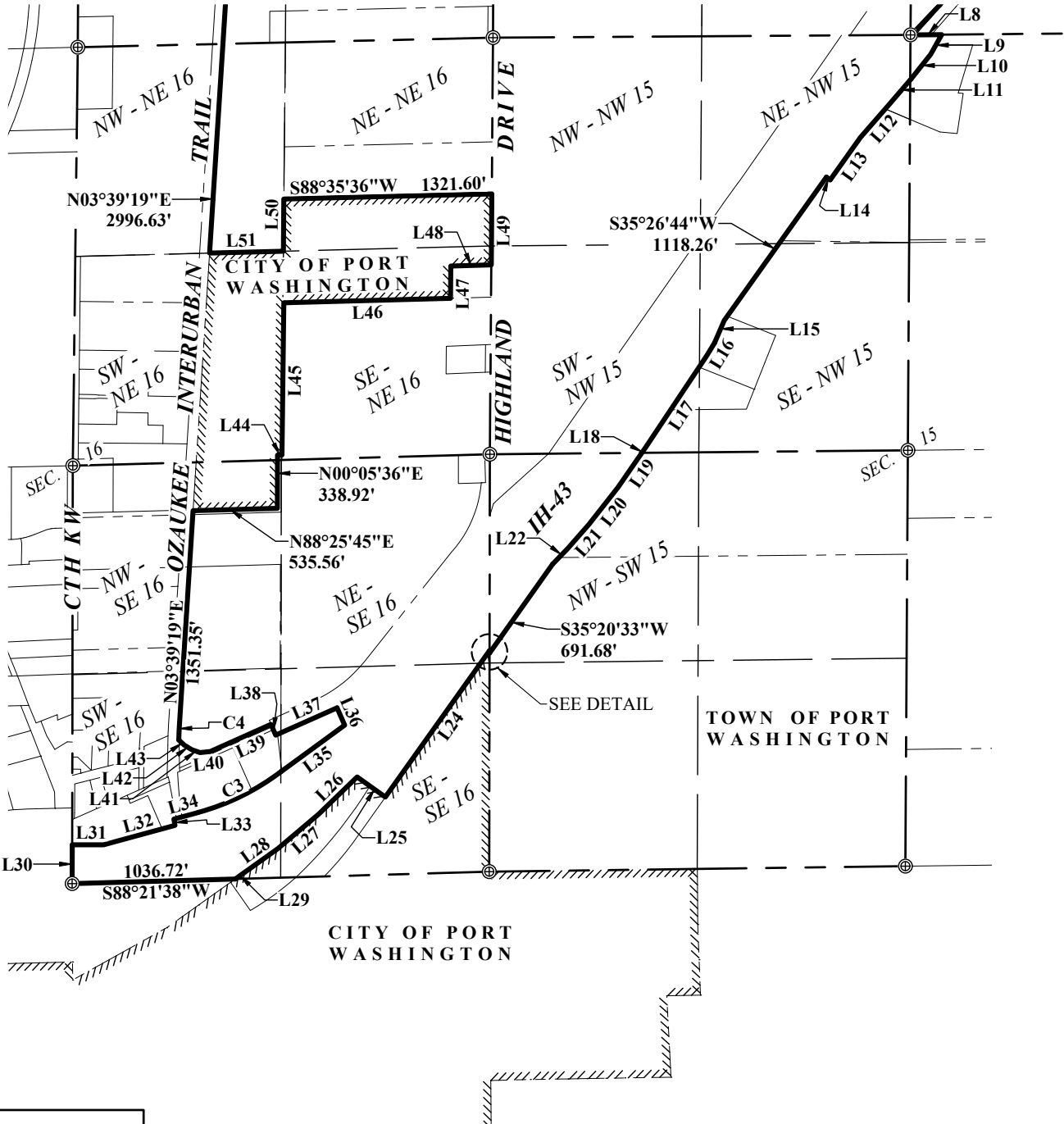
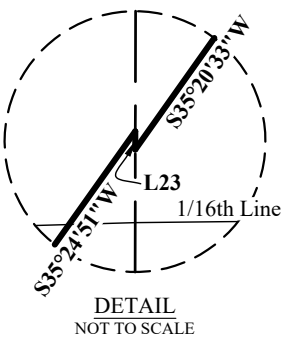
SHEET LOCATION MAP
NOT TO SCALE



SCALE: 1" = 1000'

ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	S38°26'46"W	198.06'
L11	S40°37'32"W	217.55'
L12	S41°07'56"W	276.97'
L13	S35°26'44"W	330.00'
L14	N54°33'16"W	30.00'
L15	S23°33'25"W	155.33'
L16	S31°26'29"W	100.24'
L17	S33°43'38"W	700.32'
L18	S34°40'54"W	59.65'

LINE TABLE		
LINE #	BEARING	DISTANCE
L19	S34°41'39"W	243.38'
L20	S38°07'48"W	300.33'
L21	S41°10'07"W	201.00'
L22	S44°16'15"W	140.27'
L23	N00°05'33"E	15.82'
L24	S35°24'51"W	1142.30'
L25	N54°35'09"W	219.90'
L26	S46°01'11"W	341.92'
L27	S49°50'08"W	336.99'

LINE TABLE		
LINE #	BEARING	DISTANCE
L28	S54°31'21"W	256.81'
L29	S54°35'18"W	75.85'
L30	N00°05'39"E	246.97'
L31	S89°55'44"E	199.85'
L32	N74°45'04"E	469.69'
L33	N09°11'21"W	40.22'
L34	N74°45'04"E	159.21'
L35	N53°52'42"E	501.64'
L36	N23°56'53"W	120.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L37	S66°03'07"W	426.39'
L38	N23°56'36"W	74.15'
L39	S66°00'58"W	422.74'
L40	S83°54'05"W	64.70'
L41	N71°02'39"W	56.20'
L42	N58°06'01"W	55.37'
L43	N47°01'58"W	48.03'
L44	N88°24'01"E	29.07'
L45	N00°39'01"E	966.25'

LINE TABLE		
LINE #	BEARING	DISTANCE
L46	N88°26'20"E	1060.29'
L47	N00°18'43"E	204.74'
L48	N88°19'48"E	257.59'
L49	N00°25'46"E	450.60'
L50	S00°33'10"W	331.59'
L51	S88°33'44"W	469.01'

CURVE TABLE							
CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
C3	1537.02'	590.17'	N63°45'04"E	586.55'	22°00'00"	N74°45'04"E	N52°45'04"E
C4	2824.93'	107.60'	S2°36'38"W	107.60'	2°10'57"	S03°42'07"W	S01°31'10"W

**NOTICE OF INTENTION TO CIRCULATE
PETITION FOR ANNEXATION OF TERRITORY
FROM TOWN OF PORT WASHINGTON TO CITY OF
PORT WASHINGTON**

Date: April 10, 2025

PLEASE TAKE NOTICE that R&B Karrels Farms, LLC (whose post office address is 1522 Lake Drive, Port Washington, Wisconsin, 53074) has caused this Class 1 Notice of Intention to Circulate an Annexation Petition to be published with respect to the annexation from the Town of Port Washington, Ozaukee County, Wisconsin to the City of Port Washington, Ozaukee County, Wisconsin of the territory legally described on the attached Exhibit A.

The scale map describing the territory proposed to be annexed is attached as Exhibit B and may be inspected at the office of the Town of Port Washington Town Clerk and at the office of the City of Port Washington City Clerk at the addresses below:

Heather Krueger, Town Clerk
Town of Port Washington
3715 Highland Drive
Port Washington, WI 53074

Susan Westerbeke, City Clerk
City of Port Washington
100 West Grand Avenue
Port Washington, WI 53074

Not less than ten (10) days nor more than twenty (20) days from publication of a Class 1 Notice, an annexation petition shall be circulated for signature.

**EXHIBIT A
LEGAL DESCRIPTION OF THE
TERRITORY TO BE ANNEXED**

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

All those parts of the Southeast 1/4 of Section 9, and the Southwest 1/4 and Southeast 1/4 of Section 10, and the Northwest 1/4 and Southwest 1/4 of Section 15, and the Northeast 1/4 and Southeast 1/4 of Section 16, lying in Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin being more particularly described as follows:

Beginning at the West 1/4 corner of said Section 10; thence North 89°48'29" East along the North line of the Southwest 1/4 of said Section 10, 2,661.48 feet; thence South 00°34'19" West along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 10, 330.06 feet; thence North 89°28'04" East, 1,239.06 feet to a point on the West right-of-way line of Interstate Highway 43, said point being the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,799.44 feet, to which a radial line bears North 48°16'10" West; thence north-easterly along said curve and along said West right-of-way line through a central angle of 03°22'03" an arc distance of 458.41 feet to a point on the South line of the Northeast 1/4 of said Section 10; thence North 89°28'04" East along said South line of the Northeast 1/4 of said Section 10, 468.33 feet to a point being the intersection of said South line of the Northeast 1/4 of said Section 10 and the East right-of-way line of said Interstate Highway 43 and the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,479.44 feet, to which a radial line bears North 42°20'12" West; thence southwesterly along said curve and along said East right-of-way line through a central angle of 12°52'26" an arc distance of 1680.58 feet; thence South 43°24'58" West along said East right-of-way line, 200.00 feet; thence South 34°47'22" West along said East right-of-way line, 789.37 feet; thence South 55°12'38" East along said East right-of-way line, 152.85 feet to the West right-of-way line of CTH LL; thence South 43°28'56" West along said West right-of-way line, 25.27 feet; thence North 46°31'04" West along said West right-of-way line, 30.00 feet; thence South 43°28'56" West along said West right-of-way line, 300.00 feet; thence South 46°31'04" East along said West right-of-way line, 50.00 feet; thence South 43°28'56" West along said West right-of-way line, 382.21 feet; thence North 89°29'56" East, 192.60 feet; thence South 29°12'18" West along the East right-of-way line of said CTH LL, 143.14 feet; thence South 38°26'46" West along said East right-of-way line, 198.06 feet; thence South 40°37'32" West along said East right-of-way line, 217.55 feet; thence South 41°07'56" West along said East right-of-way

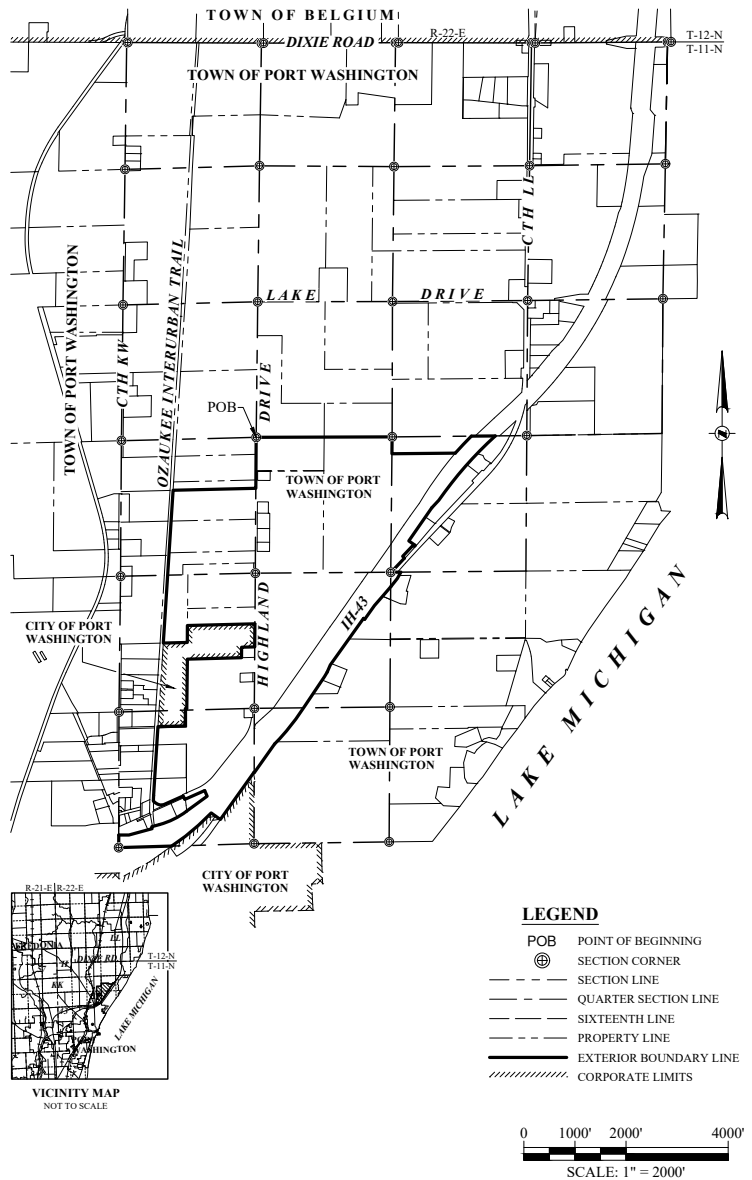
line, 276.97 feet; thence South 35°26'44" West along said East right-of-way line, 330.00 feet; thence North 54°33'16" West along said East right-of-way line, 30.00 feet; thence South 35°26'44" West along said East right-of-way line, 1118.26 feet; thence South 23°33'25" West along said East right-of-way line, 155.33 feet; thence South 31°26'29" West along said East right-of-way line, 100.24 feet; thence South 33°43'38" West along said East right-of-way line, 700.32 feet; thence South 34°40'54" West along said East right-of-way line, 59.65 feet; thence South 34°41'39" West along said East right-of-way line, 243.38 feet; thence South 38°07'48" West along said East right-of-way line, 300.33 feet; thence South 41°10'07" West along said East right-of-way line, 201.00 feet; thence South 44°16'15" West along said East right-of-way line, 140.27 feet; thence South 35°20'33" West along said East right-of-way line, 691.68 feet; thence North 00°05'33" East along said East right-of-way line, 15.82 feet; thence South 35°24'51" West along said East right-of-way line, 1,142.30 feet; thence North 54°35'09" West, 219.90 feet to said East right-of-way line of said Interstate Highway 43; thence South 46°01'11" West along said East right-of-way line, 341.92 feet; thence South 49°50'08" West along said East right-of-way line, 336.99 feet; thence South 54°31'21" West along said East right-of-way line, 256.81 feet; thence South 54°35'18" West along said East right-of-way line, 75.85 feet to a point on the South line of Section 16; thence South 88°21'38" West along said South line, 1,036.72 feet to the Southwest corner of the Southeast one quarter; thence North 00°05'39" East along the

West line of said Southeast one quarter, 246.97 feet; thence South 89°55'44" East along the North right-of-way line of said Interstate Highway 43, 199.85 feet; thence North 74°45'04" East along the North-west right-of-way line of said Interstate Highway 43, 469.69 feet; thence North 09°11'21" West along said northwest right-of-way line, 40.22 feet; thence North 74°45'04" East, 159.21 feet to the beginning of a curve concave northwesterly and has a radius of 1,537.02 feet; thence north-easterly along said curve and along said Northwest right-of-way line through a central angle of 22°00'00" an arc distance of 590.17 feet; thence North 53°52'42" East along said Northwest right-of-way line, 501.64 feet; thence North 23°56'53" West, 120.00 feet; thence South 66°03'07" West, 426.39 feet; thence North 23°56'36" West, 74.15 feet to the Northwest right-of-way line of Highland Drive; thence South 66°00'58" West along said Northwest right-of-way line, 422.74 feet; thence South 83°54'05" West along said Northwest right-of-way line,

64.70 feet; thence North 71°02'39" West along said Northwest right-of-way line, 56.20 feet; thence North 58°06'01" West along said Northwest right-of-way line, 55.37 feet; thence North 47°01'58" West along said Northwest right-of-way line, 48.03 feet to a point on the East right-of-way line of a Wisconsin Electric Power Company utility right-of-way and the beginning of a non-tangent curve concave easterly and has a radius of 2,824.93 feet, to which a radial line bears North 88°28'50" West; thence northerly along said curve through a central angle of 02°10'57" an arc distance of 107.60 feet; thence North 03°39'19" East along said East line of said utility right-of-way, 1351.35 feet; thence North 88°25'45" East, 535.56 feet; thence North 00°05'36" East, 338.92 feet; thence North 88°24'01" East, 29.07 feet; thence North 00°39'01" East, 966.25 feet; thence North 88°26'20" East, 1,060.29 feet; thence North 00°18'43" East, 204.74 feet; thence North 88°19'48" East, 257.59 feet; thence North 00°25'46" East, 450.60 feet; thence South 88°35'36" West, 1,321.60 feet; thence South 00°33'10" West, 331.59 feet; thence South 88°33'44" West, 469.01 feet to a point on said East line of said utility right-of-way; thence North 03°39'19" East along said East line of said utility right-of-way, 2,996.63 feet; thence North 88°35'55" East, 1,621.11 feet; thence North 00°22'42" East along the East line of the Southeast 1/4 of said Section 9, a distance of 997.30 feet to the point of beginning. Said described land containing 562.385 acres more or less.

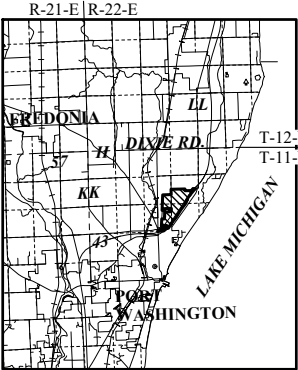
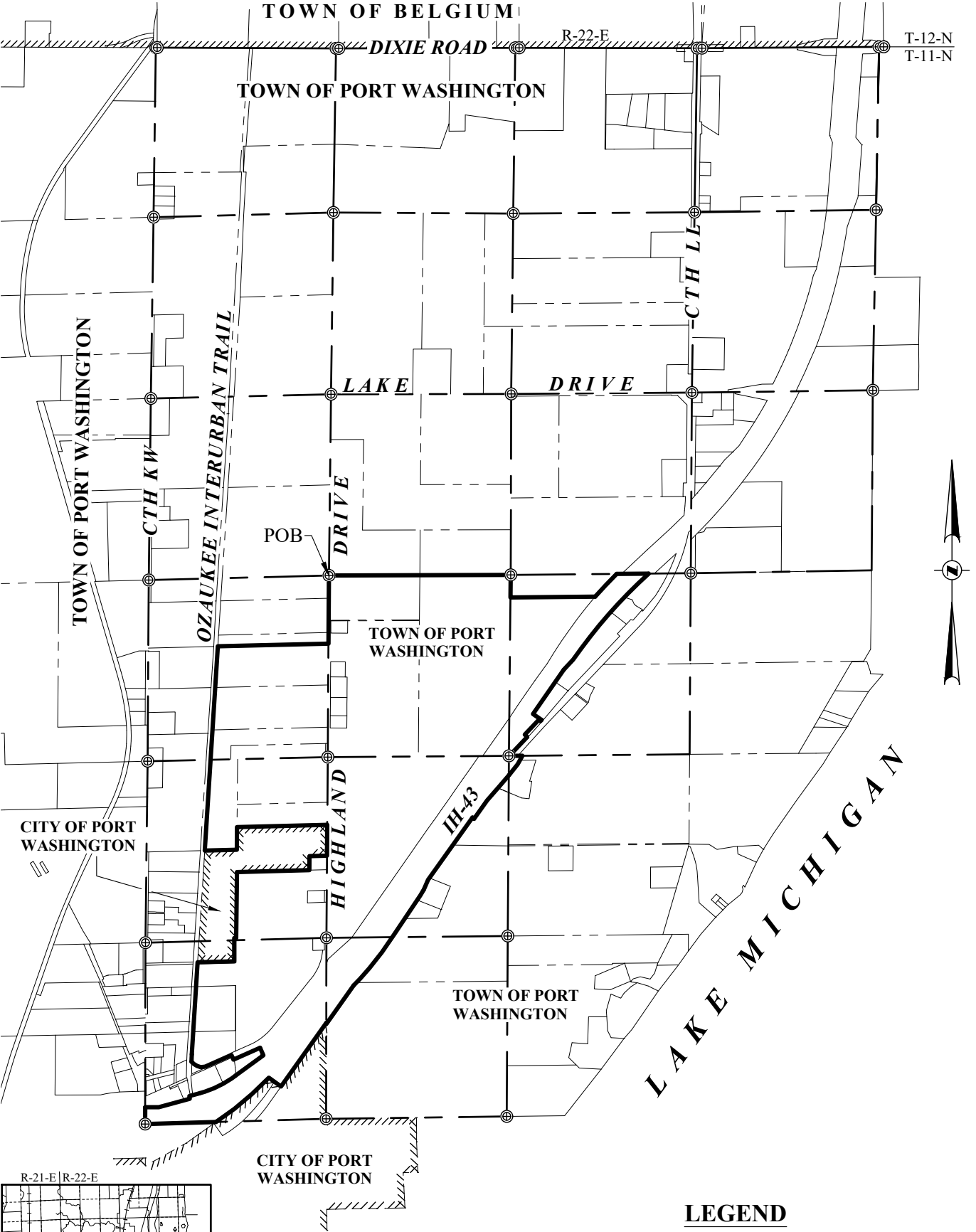
**EXHIBIT B
SCALE MAP OF THE TERRITORY TO BE ANNEXED**

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



VICINITY MAP
NOT TO SCALE

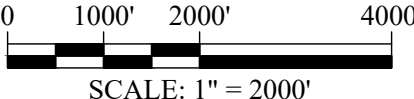
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Sheet No: 1 OF 9

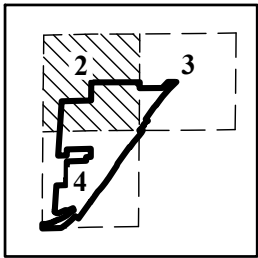
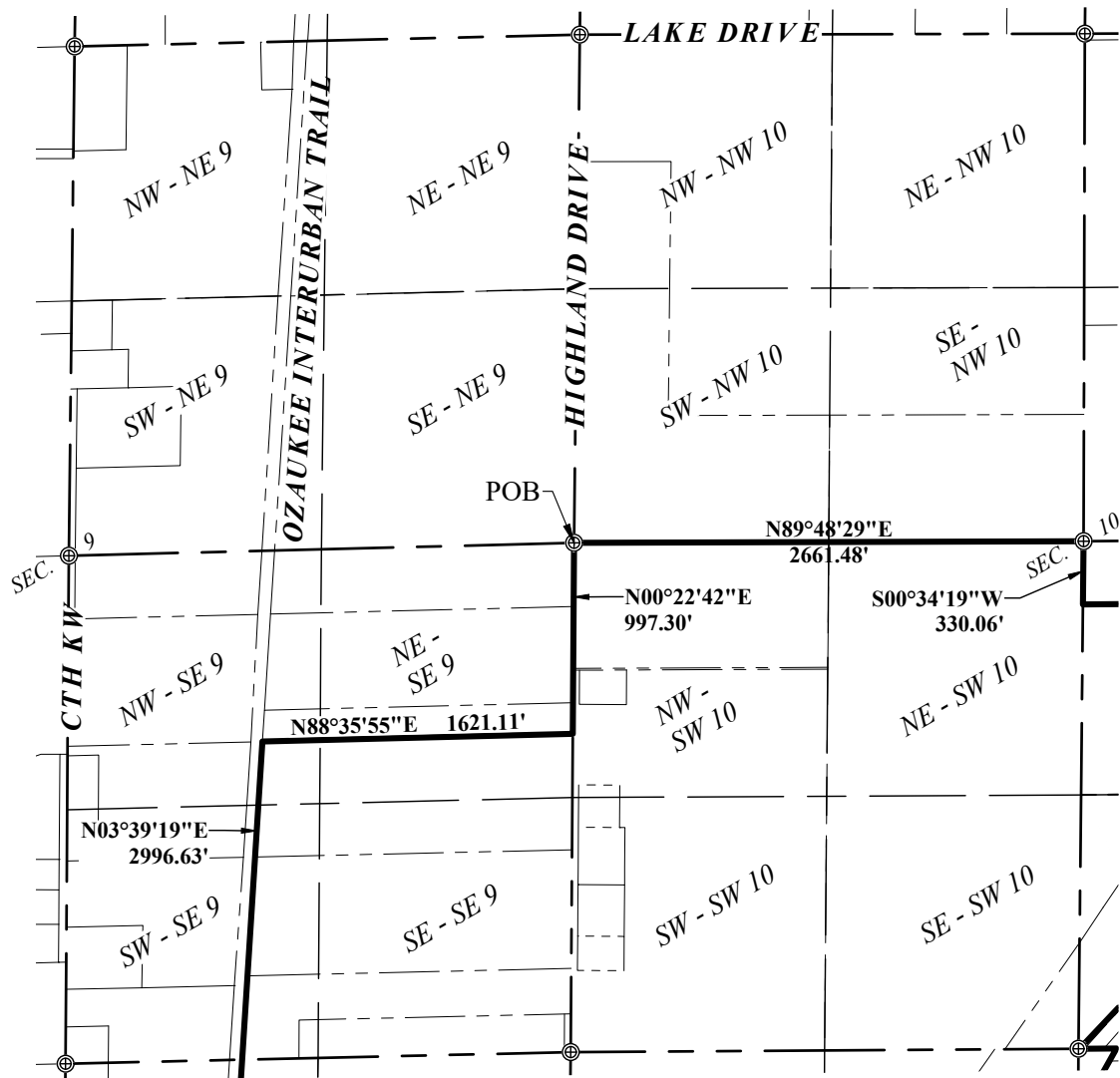
LEGEND

- POB POINT OF BEGINNING
- ⊕ SECTION CORNER
- SECTION LINE
- - - QUARTER SECTION LINE
- SIXTEENTH LINE
- PROPERTY LINE
- EXTERIOR BOUNDARY LINE
- ////// CORPORATE LIMITS



ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

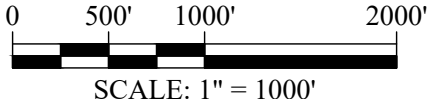
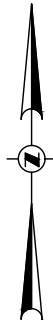


SHEET LOCATION MAP
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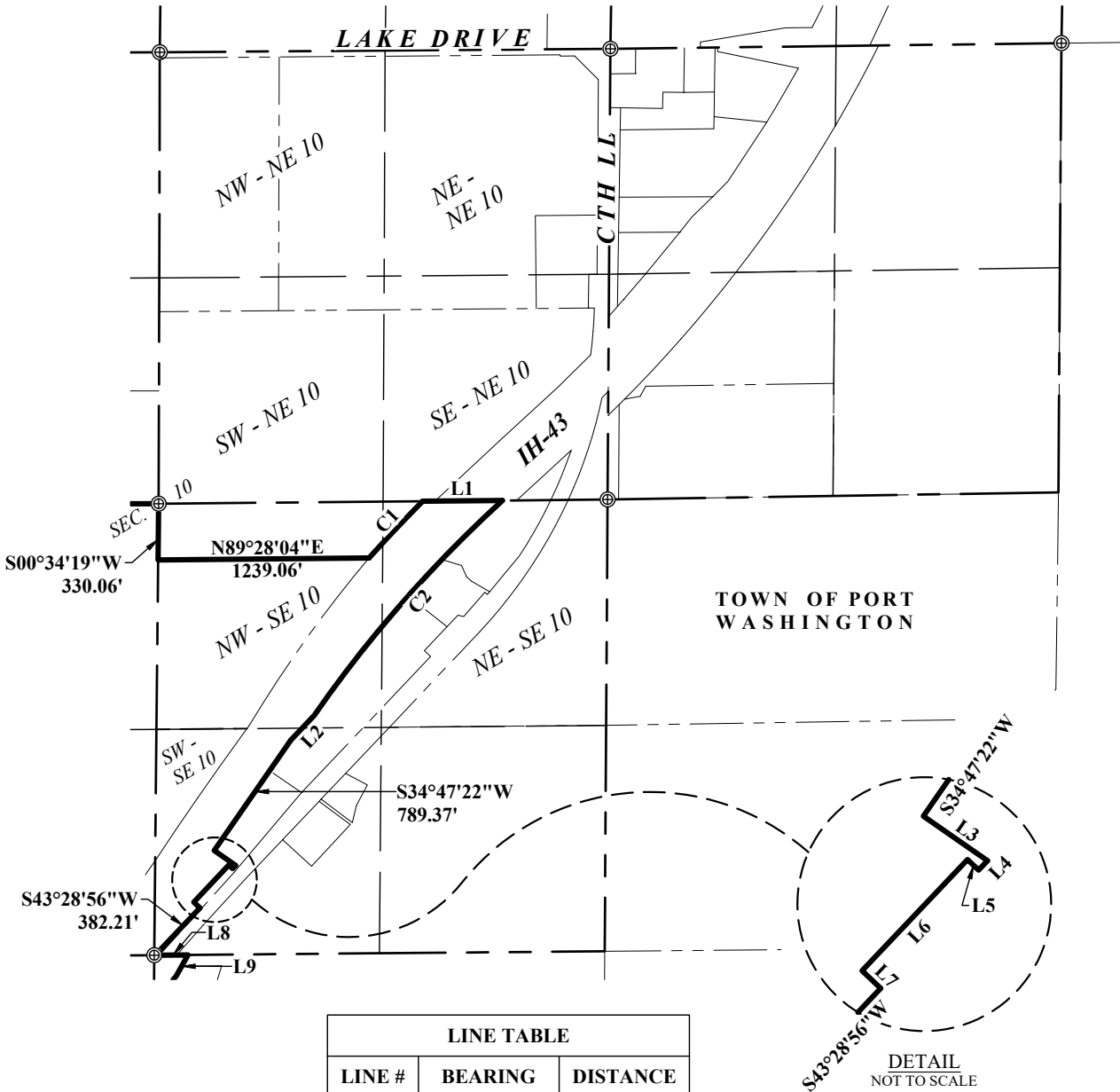


SCALE: 1" = 1000'

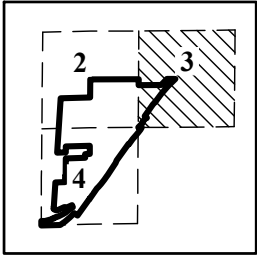
ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

CURVE TABLE							
CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
C1	7799.44'	458.41'	S43°24'51"W	458.34'	3°22'03"	S45°05'53"W	S41°43'50"W
C2	7479.44'	1680.58'	S41°13'35"W	1677.05'	12°52'26"	S47°39'48"W	S34°47'22"W



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°28'04"E	468.33'
L2	S43°24'58"W	200.00'
L3	S55°12'38"E	152.85'
L4	S43°28'56"W	25.27'
L5	N46°31'04"W	30.00'
L6	S43°28'56"W	300.00'
L7	S46°31'04"E	50.00'
L8	N89°29'56"E	192.60'
L9	S29°12'18"W	143.14'

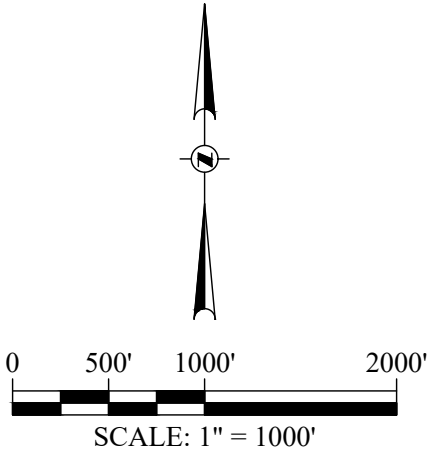


SHEET LOCATION MAP
NOT TO SCALE

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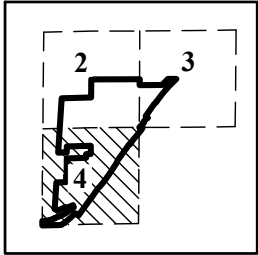
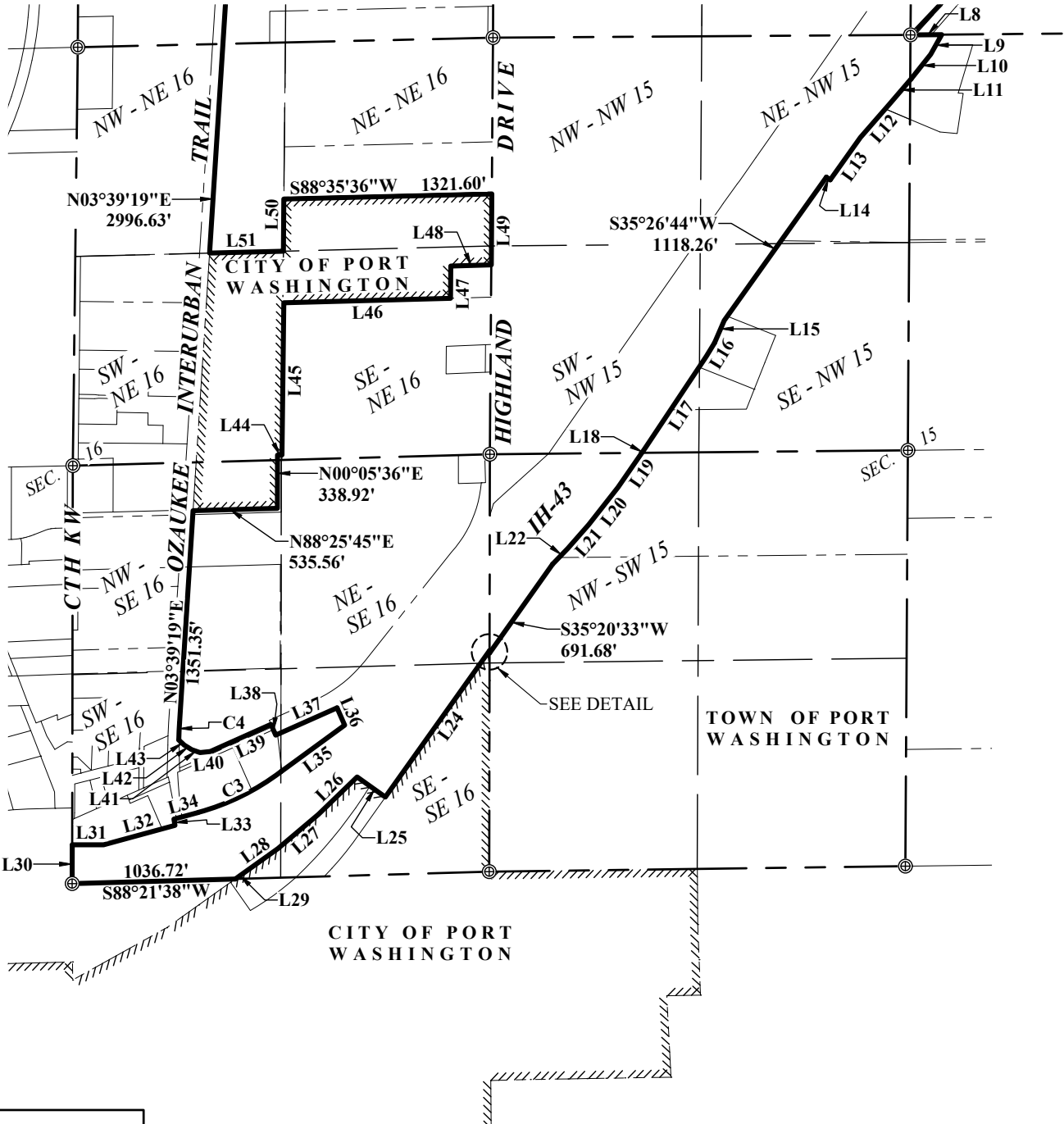
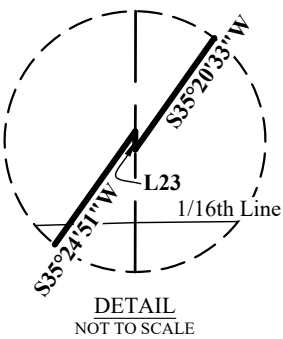
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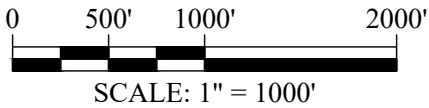
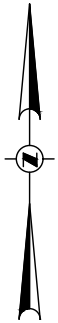


ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



NOTE:
SEE LINE AND CURVE TABLES ON SHEET 5



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ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	S38°26'46"W	198.06'
L11	S40°37'32"W	217.55'
L12	S41°07'56"W	276.97'
L13	S35°26'44"W	330.00'
L14	N54°33'16"W	30.00'
L15	S23°33'25"W	155.33'
L16	S31°26'29"W	100.24'
L17	S33°43'38"W	700.32'
L18	S34°40'54"W	59.65'

LINE TABLE		
LINE #	BEARING	DISTANCE
L19	S34°41'39"W	243.38'
L20	S38°07'48"W	300.33'
L21	S41°10'07"W	201.00'
L22	S44°16'15"W	140.27'
L23	N00°05'33"E	15.82'
L24	S35°24'51"W	1142.30'
L25	N54°35'09"W	219.90'
L26	S46°01'11"W	341.92'
L27	S49°50'08"W	336.99'

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L32	N74°45'04"E	469.69'
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L34	N74°45'04"E	159.21'
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L36	N23°56'53"W	120.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
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L41	N71°02'39"W	56.20'
L42	N58°06'01"W	55.37'
L43	N47°01'58"W	48.03'
L44	N88°24'01"E	29.07'
L45	N00°39'01"E	966.25'

LINE TABLE		
LINE #	BEARING	DISTANCE
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L48	N88°19'48"E	257.59'
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L50	S00°33'10"W	331.59'
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CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
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ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

All those parts of the Southeast 1/4 of Section 9, and the Southwest 1/4 and Southeast 1/4 of Section 10, and the Northwest 1/4 and Southwest 1/4 of Section 15, and the Northeast 1/4 and Southeast 1/4 of Section 16, lying in Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin being more particularly described as follows:

Beginning at the West 1/4 corner of said Section 10; thence North 89°48'29" East along the North line of the Southwest 1/4 of said Section 10, 2,661.48 feet; thence South 00°34'19" West along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 10, 330.06 feet; thence North 89°28'04" East, 1,239.06 feet to a point on the West right-of-way line of Interstate Highway 43, said point being the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,799.44 feet, to which a radial line bears North 48°16'10" West; thence northeasterly along said curve and along said West right-of-way line through a central angle of 03°22'03" an arc distance of 458.41 feet to a point on the South line of the Northeast 1/4 of said Section 10; thence North 89°28'04" East along said South line of the Northeast 1/4 of said Section 10, 468.33 feet to a point being the intersection of said South line of the Northeast 1/4 of said Section 10 and the East right-of-way line of said Interstate Highway 43 and the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,479.44 feet, to which a radial line bears North 42°20'12" West; thence southwesterly along said curve and along said East right-of-way line through a central angle of 12°52'26" an arc distance of 1680.58 feet; thence South 43°24'58" West along said East right-of-way line, 200.00 feet; thence South 34°47'22" West along said East right-of-way line, 789.37 feet; thence South 55°12'38" East along said East right-of-way line, 152.85 feet to the West right-of-way line of CTH LL; thence South 43°28'56" West along said West right-of-way line, 25.27 feet; thence North 46°31'04" West along said West right-of-way line, 30.00 feet; thence South 43°28'56" West along said West right-of-way line, 300.00 feet; thence South 46°31'04" East along said West right-of-way line, 50.00 feet; thence South 43°28'56" West along said West right-of-way line, 382.21 feet; thence North 89°29'56" East, 192.60 feet; thence South 29°12'18" West along the East right-of-way line of said CTH LL, 143.14 feet; thence South 38°26'46" West along said East right-of-way line, 198.06 feet; thence South 40°37'32" West along said East right-of-way line, 217.55 feet; thence South 41°07'56" West along said East right-of-way line, 276.97 feet; thence South 35°26'44" West along said East right-of-way line, 330.00 feet; thence North 54°33'16" West along said East right-of-way line, 30.00 feet; thence South 35°26'44" West along said East right-of-way line, 1118.26 feet; thence South 23°33'25" West along said East right-of-way line, 155.33 feet; thence South 31°26'29" West along said East right-of-way line, 100.24 feet; thence South 33°43'38" West along said East right-of-way line, 700.32 feet; thence South 34°40'54" West along said East right-of-way line, 59.65 feet; thence South 34°41'39" West along said East right-of-way line, 243.38 feet; thence South 38°07'48" West along said East right-of-way line, 300.33 feet; thence South 41°10'07" West along said East right-of-way line, 201.00 feet; thence South 44°16'15" West along said East right-of-way line, 140.27 feet; thence South 35°20'33" West along said East right-of-way line, 691.68 feet; thence North 00°05'33" East along said East right-of-way line, 15.82 feet; thence South 35°24'51" West along said East right-of-way line, 1,142.30 feet; thence North 54°35'09" West, 219.90 feet to said East right-of-way line of said Interstate Highway 43; thence South 46°01'11" West along said East right-of-way line, 341.92 feet; thence South 49°50'08" West along said East right-of-way line, 336.99 feet; thence South 54°31'21" West along said East right-of-way line, 256.81 feet; thence South 54°35'18" West along said East right-of-way line, 75.85 feet to a point on the South line of Section 16; thence South 88°21'38" West along said South line, 1,036.72 feet to the Southwest corner of the Southeast one quarter; thence North 00°05'39" East along the West line of said Southeast one quarter, 246.97 feet; thence South 89°55'44" East along the North right-of-way line of said Interstate Highway 43, 199.85 feet; thence North 74°45'04" East along the Northwest right-of-way line of said Interstate Highway 43, 469.69 feet; thence North 09°11'21" West along said northwest right-of-way line, 40.22 feet; thence North 74°45'04" East, 159.21 feet to the beginning of a curve concave northwesterly and has a radius of 1,537.02 feet; thence northeasterly along said curve and along said Northwest right-of-way line through a central angle of 22°00'00" an arc distance of 590.17 feet; thence North 53°52'42" East along said Northwest right-of-way line, 501.64 feet; thence North 23°56'53" West, 120.00 feet; thence South 66°03'07" West, 426.39 feet; thence North 23°56'36" West, 74.15 feet to the Northwest right-of-way line of Highland Drive; thence South 66°00'58" West along said Northwest right-of-way line, 422.74 feet; thence South 83°54'05" West along said Northwest right-of-way line, 64.70 feet; thence North 71°02'39" West along said Northwest right-of-way line, 56.20 feet; thence North 58°06'01" West along said Northwest right-of-way line, 55.37 feet; thence North 47°01'58" West along said Northwest right-of-way line, 48.03 feet to a point on the East right-of-way line of a Wisconsin Electric Power Company utility right-of-way



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Date: 03/31/2025
Project No: 20240162.00
Drawn By: LFG
Sheet No: 6 OF 9

ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION (continued):

and the beginning of a non-tangent curve concave easterly and has a radius of 2,824.93 feet, to which a radial line bears North 88°28'50" West; thence northerly along said curve through a central angle of 02°10'57" an arc distance of 107.60 feet ; thence North 03°39'19" East along said East line of said utility right-of-way, 1351.35 feet; thence North 88°25'45" East, 535.56 feet; thence North 00°05'36" East, 338.92 feet; thence North 88°24'01" East, 29.07 feet; thence North 00°39'01" East, 966.25 feet; thence North 88°26'20" East, 1,060.29 feet; thence North 00°18'43" East, 204.74 feet; thence North 88°19'48" East, 257.59 feet; thence North 00°25'46" East, 450.60 feet; thence South 88°35'36" West, 1,321.60 feet; thence South 00°33'10" West, 331.59 feet; thence South 88°33'44" West, 469.01 feet to a point on said East line of said utility right-of-way; thence North 03°39'19" East along said East line of said utility right-of-way, 2,996.63 feet; thence North 88°35'55" East, 1,621.11 feet; thence North 00°22'42" East along the East line of the Southeast 1/4 of said Section 9, a distance of 997.30 feet to the point of beginning.

Said described land containing 562.385 acres more or less.

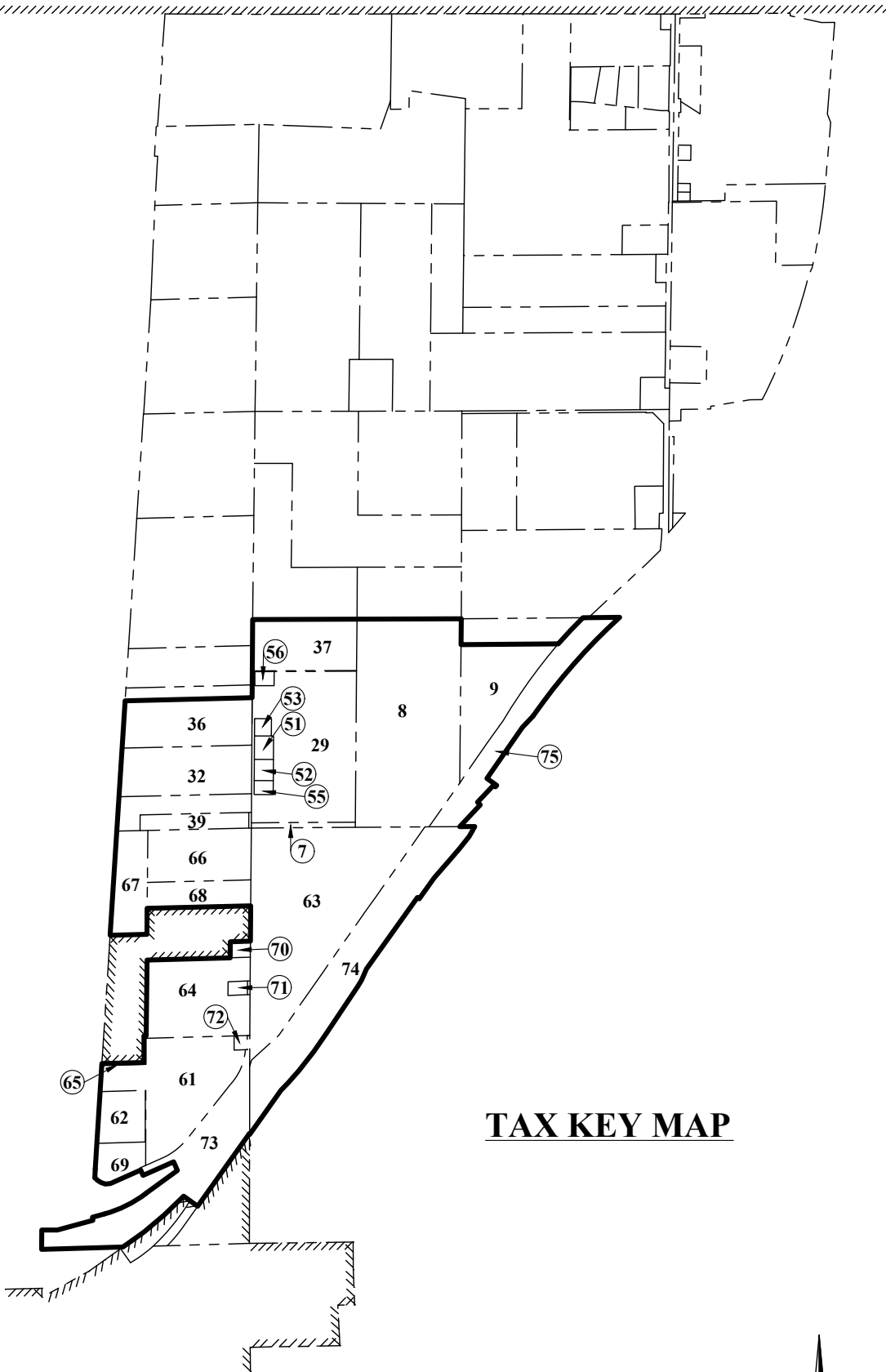


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Sheet No: 7 OF 9

ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 3, AND THE SOUTHEAST 1/4 OF SECTION 4, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 9, AND THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



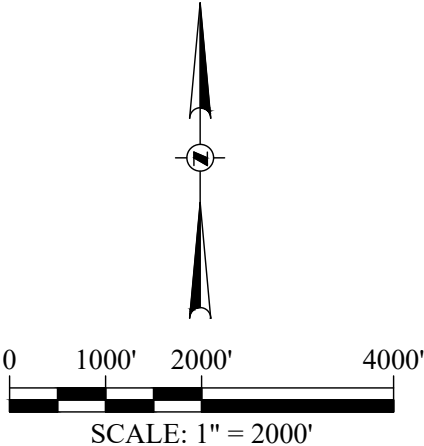
TAX KEY MAP

NOTE:
SEE TABLE ON PAGE 11 FOR ASSOCIATED
OWNER AND TAX KEY INFORMATION.



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Date: 03/31/2025
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Sheet No: 8 OF 9



ANNEXATION SCALE MAP

THOSE PARTS OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 3, AND THE SOUTHEAST 1/4 OF SECTION 4, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 9, AND THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHEAST 1/4, NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

TAX KEY TABLE		
MAP #	PARCEL OWNERS	TAX KEY #
7	R&B Karrels Farms, LLC	070101100500
8	R&B Karrels Farms, LLC	070100900000
9	R&B Karrels Farms, LLC	070101400200
29	Rabindra K. Sharma and Sushila Sharma, husband and wife	070101000000
32	Loren F. Foote	070091500000
36	David A. Schinker	070091300600
37	Norbert Ansay, John Ansay, Janice R. Becker Survivor's Trust u/a/d July 30, 2010 and Roxane Wolske, to each an undivided 1/4 interest as tenants in common	070101000100
39	James and Susan Michel	070091500600
51	Curran and Jodi White	070101100600
52	Mary Tyrell	070101100300
53	David Yankunas	070101000300
55	Bethel Flynn	070101100200
56	Steven Schultz and Debra Viesselmann	070101000200
61	Weiss LLC	070161300500
62	Weiss LLC	070161401000
63	Roxane Wolske	070150500100
64	David J. Kleckner	070160400200
65	David J. Kleckner	070161400700
66	Allan A. Arendt and Agnes R. Arendt, as Trustees of The Allan A. Arendt and Agnes R. Arendt Revocable Trust	070160100100
67	Loren F. Foote	070160200000
68	WAP, LLC	070160100200
69	Gerald Karrels	070161502500
70	Highland CBRF Housing, LLC, a Wisconsin limited liability company	070160400400
71	Randy and Barbara Sparr	070160400500
72	Michael Gahan	070161300300
73	State of Wisconsin	070161300002
74	Ozaukee County	070150500400
75	Ozaukee County	070101200100

TAX KEY MAP TABLE



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Date: 03/31/2025
Project No: 20240162.00
Drawn By: LFG
Sheet No: 9 OF 9

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **R & B Karrels Farms et al**

Petition Number: **14753**

1. Territory to be annexed: From **TOWN OF PORT WASHINGTON** To **CITY OF PORT WASHINGTON**

2. Area (Acres): 562 acres

3. Pick one: ☒ ~~Property Tax~~ Payments to Town per
Agreement

OR ☒ Boundary Agreement

a. Annual ~~town property tax on territory to be annexed:~~

\$150,000

a. Title of boundary agreement Supplemental Agreement

b. Year adopted 2025 (copy attached)

b. Total that will be paid to Town

(annual tax multiplied by 5 years): \$750,000

c. Participating jurisdictions Town and City of Port Washington

c. Paid by: ☐ Petitioner ☒ City ☐ Village

d. Statutory authority (pick one)

☐ s.66.0307 ☐ s.66.0225 ☒ s.66.0301

☐ Other: _____

4. Resident Population: Electors: 15 in 2022 Total: 20 adults and 3 children currently reside in territory (not all are qualified electors)

5. Approximate **present land use** of territory:

Residential: 3.5 % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Undeveloped: 96.5 %

6. If territory is undeveloped, what is the **anticipated use**?

Residential: _____ % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Other: 96.5 %

Comments: Agricultural

7. Has a ☐ preliminary or ☐ final plat been submitted to the Plan Commission: ☐ Yes ☒ No

Plat Name: _____

8. What is the **nature of land use adjacent** to this territory in the city or village?

Commercial

In the town?: Agricultural

9. What are the **basic service needs** that precipitated the request for annexation?

☒ Sanitary sewer ☒ Water supply ☒ Storm sewers

☒ Police/Fire protection ☒ EMS ☒ Zoning

Other: _____

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒ Yes ☐ No

Town ☐ Yes ☒ No

If yes, approximate timetable for providing service:

Sanitary Sewers immediately

City/Village Town

☒

☐

or, write in number of years. _____

Water Supply immediately

☒

☐

or, write in number of years. _____

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☒ Yes ☐ No

If yes, identify the nature of the anticipated improvements and their probable costs: To be negotiated with developer and annexed territory

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town? ☒ Yes ☐ No

Is this annexation consistent with your comprehensive plan? ☒ Yes ☐ No

b. How is the annexation territory now zoned? A-1 Exclusive Agriculture

c. How will the land be zoned and used if annexed? I-3 Technology Campus District. See attached.

12. Elections: ☐ New ward or ☒ Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

13. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: ☐ Town ☒ City ☐ Village

Name: Christopher R. Smith

Email: christopher.smith@vonbriesen.com

Phone: 414-287-1499

Date: April 18, 2025

(March 2018)

Please **RETURN PROMPTLY** to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

**SUPPLEMENTAL AGREEMENT TO THE SETTLEMENT AGREEMENT BETWEEN
THE CITY OF PORT WASHINGTON AND THE TOWN OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN, TO PROVIDE FOR ORDERLY LAND
DEVELOPMENT, BOUNDARY AGREEMENTS AND SHARED SERVICES, DATED
NOVEMBER 23, 2004**

This Supplemental Agreement ("Agreement") is made and entered into as of January 21st, 2025, between the CITY OF PORT WASHINGTON ("City"), a Wisconsin municipal corporation, and the TOWN OF PORT WASHINGTON ("Town"), a Wisconsin body politic with those powers granted by law, (collectively, the CITY and TOWN may be referred to as the "PARTIES", or individually as a "PARTY").

WHEREAS, the PARTIES previously entered into a Settlement Agreement Between the City of Port Washington and the Town of Port Washington, Ozaukee County, Wisconsin, to Provide for Orderly Land Development, Boundary Agreements and Shared Services, dated November 23, 2004 (including the maps, attachments and exhibits thereto) attached hereto as Exhibit A (the "SETTLEMENT AGREEMENT").

WHEREAS, the PARTIES are aware of a third party, desiring to acquire or otherwise develop certain properties within the TOWN, as depicted on the map attached as Exhibit B to this AGREEMENT (the "PROJECT SITE"), for the purpose of preparing, developing and/or transferring the PROJECT SITE (or portions thereof) for data center and related uses (the "PROJECT").

WHEREAS, the PARTIES wish to amend and supplement certain provisions of the SETTLEMENT AGREEMENT to facilitate the PROJECT, provided that nothing in this Agreement, itself and without additional action by the governing bodies of the CITY and TOWN, is intended to alter the boundaries of either the CITY or the TOWN.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the PARTIES hereto agree as follows:

1. **No Alteration of Boundaries.** Notwithstanding anything in this Agreement to the contrary, this Agreement, in and of itself and without additional action by the governing bodies of the CITY and TOWN, is not intended to alter the boundaries of either the CITY or the TOWN. This AGREEMENT is neither a stipulated boundary agreement under Wis. Stat. sec. 66.0225 nor a written agreement determining all or any portion of a common boundary line under Wis. Stat. sec. 66.0301(6). Accordingly, while this AGREEMENT must be approved by the governing body of each of the PARTIES, this Agreement is not subject to any referendum of electors under Wis. Stat. secs. 66.0225(2) or 66.0301(6). When this AGREEMENT is executed by both PARTIES, the boundaries of the PARTIES adjacent to the PROJECT SITE may be altered only by annexation initiated by electors and property owners under Wis. Stat. sec. 66.0217 or other legal means. No terms of this Agreement shall in any way authorize the CITY to initiate annexation under Wis. Stat. sec. 66.0219.

2. **Amendments to the SETTLEMENT AGREEMENT Relating to the PROJECT SITE.** The PARTIES acknowledge that the provisions of this AGREEMENT

supersede and, when in conflict, replace the provisions of the **SETTLEMENT AGREEMENT**. To the extent that provisions of the **SETTLEMENT AGREEMENT** do not conflict with this **AGREEMENT**, such provisions remain in full force and effect by their terms. The following provisions of the **SETTLEMENT AGREEMENT** are specifically superseded, amended and replaced as follows:

- a. With respect to Sections I, IV, V, VI and X of the **SETTLEMENT AGREEMENT**, all of which relate to alteration of the **PARTIES'** boundaries, the Term of the **SETTLEMENT AGREEMENT** shall be modified to bring forward the December 31, 2025 expiration date to an earlier expiration date of January 31, 2025. Except for Sections I, IV, V, VI and X and those other provisions of the **SETTLEMENT AGREEMENT** intended to survive its term, all other provisions of the **SETTLEMENT AGREEMENT** not specifically addressed in this **AGREEMENT** shall remain in effect until December 31, 2025.
- b. Commencing on February 1, 2025, notwithstanding any contrary terms of the **SETTLEMENT AGREEMENT**, the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** may be subject to annexation to the **CITY** only (i) if initiated by electors and property owners under Wis. Stat. sec. 66.0217 or if initiated by electors and property owners by other legal means or , (ii) as set forth in Subsection 5.c. below . As of February 1, 2025, no detachment or attachment of the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** under Sections IV, V, VI and X of the **SETTLEMENT AGREEMENT** or under Wis. Stat. sec. 66.0227 shall be required. Notwithstanding the terms of this **AGREEMENT**, the **CITY** agrees that any lands lying within Knellsville, as described and depicted in the **SETTLEMENT AGREEMENT** ("Knellsville"), shall never be annexed into the **CITY** unless detachment is approved by Resolution of the Town Board.
- c. The **PARTIES** agree that Section IX of the **SETTLEMENT AGREEMENT**, relating to cooperative land use planning, shall not apply to Knellsville, the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**.
- d. Notwithstanding any other provision in this Agreement, with respect to certain lands described in Section VI of the **SETTLEMENT AGREEMENT** as Territory outside the City Growth Area, other than land within the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**, the Term of the **SETTLEMENT AGREEMENT** shall be modified to push back the December 31, 2025 expiration date to a later expiration date of April 30, 2028.

3. **Amendments to the SETTLEMENT AGREEMENT Relating to the Municipal Services.** As part of and simultaneous with the public infrastructure work

necessary to support the development of the **PROJECT SITE**, but in no event later than *December 31, 2027*, subject to paragraph 12, below, the **CITY** agrees to extend public sewer and water services to those areas of the **TOWN** located within **KNELLSVILLE**, on an extraterritorial basis (without the requirement of annexation to the City), provided that such City obligation, as described herein, shall be perpetual and further provided that the terms and conditions for such extension as contemplated in Section VII of the **SETTLEMENT AGREEMENT** shall be at no cost to the **TOWN** or, except as otherwise stated herein or mutually agreed in the future, the owners of any real property in **KNELLSVILLE**. Such sewer and water services provided to users within the **TOWN** shall be at the same rates and upon the same terms and conditions as such services provided to **CITY** users, including but not limited to the payment by individual owners of property within **KNELLSVILLE** of connection fees to the City for each industrial, commercial and/or residential connection unit, based on the fee schedule established by the **CITY**, but not to exceed the actual costs borne by the utilities to facilitate such connections. The incremental expenses related to the initial installation and provision of such services to accomplish the availability of access of sewer and water services (including but not limited to planning, design, miscellaneous engineering, legal, administrative, construction, operation and maintenance) and all other costs shall be borne by the **CITY** (not the **TOWN** or Town landowners or users of such services). After installation, future maintenance, repairs, or replacement of such services shall be paid for in the same manner that applies to City utility customers. Such utility extensions shall be installed into the public right-of-way in a design agreed upon by the **PARTIES** to allow for all **KNELLSVILLE** properties to connect to such public services via lateral upon request to the respective municipal utilities (and such request shall not be denied or unreasonably delayed). Once connected, **KNELLSVILLE** property owners shall be subject to the same service charges and rates applied to customers within the **CITY**. City shall be required, at City expense, to restore any public road right-of-way, or other public areas, to substantially the condition that the areas were in prior to installation of such services.

4. **Additional Obligations of the CITY.**

- a. Consistent with Wis. Stat. sec. 66.0217(14)(a) and subsection XII.B. of the **SETTLEMENT AGREEMENT**, upon annexation of any portion of the **PROJECT SITE** to the **CITY**, the **CITY** agrees to pay annually to the **TOWN**, for 5 years, an amount equal to the amount of property taxes that the **TOWN** levied on the annexed territory, as shown by the tax roll under Wis. Stat. sec. 70.65, in the year in which the annexation is final. By way of example, if the annexation of the entire **PROJECT SITE** were final in 2024, the annual payment would be the **TOWN's** share of property tax revenue derived from properties within the **PROJECT SITE**, which totals approximately \$16,199.74.
- b. In addition to payments due to the **TOWN** under subsection 4.a. above, provided that the **TOWN** complies with all aspects of this **AGREEMENT** at all times, the **CITY** agrees to pay the **TOWN** an annual payment of \$133,800.26 for 5 years following the annexation of any portion of the

PROJECT SITE, payable no later than January 31st of each of the 5 years following the annexation.

- c. The **CITY** agrees to cooperate with the **TOWN's** use and development of Knellsville and the extension of sewer, water and other utility services thereto, including, but not limited to, by granting any easements, and giving prompt and due consideration of any approvals and/or consents reasonably necessary or desirable from the **CITY**, and by not opposing any exercise of jurisdiction by the **TOWN** over Knellsville, including, but not limited to, waiving any authority over or review of, or not opposing, any zoning, land division, extraterritorial plats, or permits of any kind by the Town.
- d. For at least 5 years after annexation to the **CITY**, those portions of the **PROJECT SITE** developed for the **PROJECT** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** shall be zoned and used for data center and related uses. Notwithstanding the foregoing, the following uses also shall be allowed on the **PROJECT SITE**: (i) any use existing on the **PROJECT SITE** on the date hereof (either consistent with, or as legally nonconforming within, any rezoning), (ii) any agricultural or residential use, (iii) any permitted or conditional use in the **TOWN's** existing BP-1 Business Park District or its BP-2 Transitional Business Park District; and (iv) any use to which the **TOWN** fails to timely object by written notice to the **CITY** delivered within twenty (20) days following written notice thereof from the **CITY**.
- e. The **CITY** agrees to reimburse the **TOWN** reasonable attorney, engineer or other professional fees incurred by the **TOWN**, in an aggregate amount not to exceed \$50,000.00, in connection with negotiating and implementing this AGREEMENT. The **CITY** shall reimburse the **TOWN** for any such fees incurred (up to an aggregate of \$50,000.00) within (30) days following the **CITY's** receipt of copies of invoices from the professional service providers.

5. **Additional Obligations of the TOWN.**

- a. The **TOWN** agrees to take no steps or any legal action to object to or otherwise challenge, the annexation, use or development of the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**.
- b. The **TOWN** agrees to cooperate with the **CITY's** use and development of the **PROJECT SITE** after annexation to the **CITY** and the annexation thereof and the extension of sewer, water and other utility services thereto, which cooperation shall include, but not be limited to, granting any easements within the public right-of-way, approvals and/or consents reasonably necessary or desirable from the **TOWN** and that will have no cost or negative financial impact on the **TOWN**, and by not opposing any exercise of jurisdiction by the

CITY over the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** upon or after annexation to the **CITY**. In no event shall TOWN cooperation herein require the TOWN to conduct or engage in condemnation or the exercise of eminent domain over any real property.

- c. Notwithstanding any provision in this Agreement to the contrary, the **TOWN** agrees to take no steps or any legal action to object to or otherwise challenge the annexation, use or development of any **CITY** owned lands within the **TOWN** that the **CITY** acquires for a public purpose.

6. **Contingencies.** This **AGREEMENT** is contingent on both of the following occurring not later than December 31, 2025:

- a. That the **CITY** shall enter into a development agreement regarding the **PROJECT** acceptable to the **CITY** in its sole discretion.
- b. That the **CITY** adopts an annexation ordinance for land within the **PROJECT SITE** which becomes final pursuant to Wis. Stat. § 66.0217 or other legal means.

If either of the contingencies set forth in this Section 6. do not occur by December 31, 2025, then this **AGREEMENT** shall automatically terminate on said date, unless both **PARTIES** agree to extend such contingencies by written amendment to this **AGREEMENT**. Upon termination of this **AGREEMENT**, the **PARTIES** agree to undo any actions taken in reliance on this **AGREEMENT** and to return each **PARTY** to its pre-**AGREEMENT** position. For example, if an ordinance annexing any portion of the **PROJECT SITE** is final but the **CITY** does not enter into an acceptable development agreement regarding the **PROJECT**, the **PARTIES** shall cooperate to promptly detach any annexed portion of the **PROJECT SITE** from the **CITY** and re-attach it to the **TOWN**, either via detachment or other, agreed upon, legal means.

7. **Severable Provisions.** If any clause, provision or section of this **AGREEMENT** be declared invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

8. **Complete Agreement.** This **AGREEMENT**, together with the Exhibits, is the complete agreement of the **PARTIES** with respect to the matters covered herein and shall supersede any and all prior agreements or municipal policies, resolutions or ordinances to the contrary. No agreements, promises or representations made during or in connection with the negotiations for or approval of the agreements herein shall be binding or effective unless included herein.

9. **Countersign.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile or PDF signatures shall be deemed original signatures for all purposes

of this Agreement. Each of the Parties hereto represents and warrants that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions and is binding on the undersigned Parties.

10. **Remedies.** Each Party acknowledges and agrees that the Parties' remedies at law for a breach or threatened breach of any of the provisions of this Agreement could be inadequate and, in recognition of this fact, the Parties agree that, in the event of such a breach or threatened breach, in addition to any other available remedies at law, each Party shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available, in any jurisdiction permitted by law, and each Party further waives any requirement for the securing or posting of any bond in connection with any such remedy.


11. **Amended Stipulation.** Upon approval and execution of this Agreement by the CITY and TOWN, the Parties agree to submit an amended Stipulation and Order, confirming the terms of same, to the Ozaukee County Circuit Court.

12. **Force Majeure.** The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, pandemics, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

[Remainder Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives.

CITY OF PORT WASHINGTON:

By: 
Ted Neitzke IV, Mayor

By: 
Susan L. Westerbeke, City Clerk

[Town Signature on Following Page]

TOWN OF PORT WASHINGTON:

By: Mike Didier
Mike Didier, Town Board Chair

By: Doris Feider-Schlenvogt
~~Heather Krueger Town Clerk~~
Doris Feider-Schlenvogt
Deputy Clerk

EXHIBIT A
SETTLEMENT AGREEMENT

**CITY OF PORT WASHINGTON, WISCONSIN
ORDINANCE NO. 2025-06**

An Ordinance Creating § 485-172: I-3 Technology Campus District, Amending § 485-10: Definitions, Creating § 485-145A(7), Amending § 485-151A, Amending § 485-152: Regulations Chart, and Renumbering §§ 485-172 through 183 within Chapter 485: Zoning Code of the City of Port Washington

WHEREAS, in anticipation of a potential data center development within the City, City staff created a new section of the zoning code to proactively address this type of use contained within a proposed I-3 zoning district; and

WHEREAS, the City provided all notices of the proposed amendment and related public hearing as required by said Zoning Ordinance and § 62.23(7)(d), Wis. Stat.; and

WHEREAS, on April 15, 2025, the Common Council held a public hearing regarding the proposed amendment of said Zoning Ordinance to Create § 485-172: I-3 Technology Campus District, Amend § 485-10: Definitions, Create § 485-145A(7), Amend § 485-151A, Amend § 485-152: Regulations Chart, and Renumber §§ 485-172 through 183; and

WHEREAS, the Common Council determines that the proposed amendment of said Zoning Ordinance will promote the public health, safety, and general welfare of the community and directs that the Zoning Ordinance of the City of Port Washington be amended accordingly,

NOW, THEREFORE, the Common Council of the City of Port Washington, Wisconsin, ordains as follows:

Section 1. The City creates § 485-172: I-3 Technology Campus District of the Zoning Ordinance of the City of Port Washington to read:

§ 485-172 I-3 Technology Campus District

A. Statement of intent.

The I-3 Technology Campus District supports developing digital and technological infrastructure and technology research and development within a controlled industrial environment aligned with modern standards. It accommodates primary uses such as high-

capacity facilities for data processing and storage, technological research and development, and data and energy transmission, along with supporting uses such as utilities, warehousing, offices, and light manufacturing subordinate and ancillary to a permitted principal use.

The I-3 District ensures compatibility with surrounding areas by minimizing noise, dust, traffic, light, and negative environmental effects. Buildings, signage, and site design shall coordinate to create a uniform technology campus aesthetic.

B. Permitted uses by right.

(1) The following principal uses are subject to approval by the Plan Commission of building, site, and operational plans:

- a. Data centers
- b. Technology research and development facilities
- c. Utility facilities (public and private)
- d. Light industrial, assembly, processing, warehousing, and storage operations associated with and subordinate to data center maintenance or technology research and production.

(2) Permitted Accessory Uses. The following are subject to the approval by the Plan Commission of building, site, and operational plans:

- a. Office, storage, power supply and other such uses including utilities and battery energy storage systems, normally auxiliary to the permitted principal use
- b. Off-street parking and parking garages, security facilities and structures
- c. Employee fitness centers*
- d. Employee childcare facilities*
- e. Employee parking garages
- f. Office*
- g. Power generation and renewable energy development
- h. Public or private transit facilities
- i. Temporary construction yards
- j. Temporary concrete batch production

*When as a standalone facility, otherwise permitted by right when located within a permitted primary use.

C. Lot and dimensional standards.

- (1) Minimum Lot Size. 10,000 square feet
 - a. Utility facility uses may reduce the size of a lot subject to the requirements of Chapter 478 Subdivision of land
- (2) Minimum Lot Width. 100'
- (3) Setbacks from Public Rights-of-Way. The following minimum setbacks shall apply to principal and accessory structures adjacent to a public right-of-way: 100'
- (4) Minimum Building Side and Rear Setback. 50'
- (5) Residential Setbacks. There shall be a 200' building setback from any district where residential is permitted.

D. Building heights.

- (1) Maximum Building height. 65'
 - a. Property owners may increase the maximum building height above 65 feet by one additional foot for each foot the minimum setback from the right-of-way increases. However, the maximum building height shall not exceed 100 feet.
- (2) Maximum Accessory Building Height. 35'

E. Parking.

- (1) Minimum Parking Lot Front Setback. 50'
- (2) Minimum side and rear parking lot setback. 25'
- (3) Minimum parking lot setback when adjacent to any district that permits residential use. 50'
- (4) Parking Requirements. The I-3 District does not require any minimum or maximum number of off-street parking spaces. The Plan Commission shall determine the number of required parking spaces as a part of the overall building, site, and operational plan approval per Sec. 485-94A.

F. Building design.

- (1) Building Elevations. Property owners shall construct all primary and accessory structures with complementary materials on all elevations, a consistent design approach, harmonious character, and complementary façade colors.
- (2) Accessory buildings. Property owners shall construct accessory or ancillary buildings, whether attached or detached, with similar design, materials, and construction as the

nearest primary structure if visible from a public street right-of-way or adjacent properties not zoned I-3.

- (3) Roof-mounted equipment. Property owners shall screen all roof-mounted equipment on all four sides of buildings with materials consistent and harmonious with the building's façade and character. They shall provide this screening to screen the equipment from an off-site view and to buffer sound generated by such equipment. Property owners may not screen solar energy systems to the extent the screening prevents or limits functionality or accessibility to direct sunlight. The City shall permit additional exceptions for equipment not visible from public eyesight and demonstrates compliance with noise regulations.

G. Landscaping and screening.

- (1) Landscaping in Setback Areas. Property owners shall landscape the first 50 feet of the minimum setback areas defined in Section C. Lot and Dimensional Standards with the following landscaping features. When a setback area abuts a natural amenity, such as a stream, park, or other open space, the landscape plan should integrate with and respect the natural integrity of the amenity. Detention and retention ponds shall physically, functionally, and visually integrate into adjacent landscape areas.
- (2) Berms. Property owners shall provide a minimum 8-foot-tall berm planted with native species within all minimum setback areas, excluding side and rear yard setbacks that are not wide enough to accommodate such a berm. Berms shall not exceed a slope of 3:1 (i.e., for every 3 feet of horizontal run, the vertical height is one foot). Property owners shall grade berms to appear curvilinear and naturalistic.
- (3) Native Woodland Restoration. Property owners shall plant and restore setback areas with a combination of native trees and shrubs indigenous to the area and property.
 - a. Species. Property owners may only plant species native to southeast Wisconsin. Native species include, but the City does not limit them to, beech, sugar maple, basswood, red oak, white oak, black oak, northern white cedar, tamarack, and balsam fir.
 - b. Plant Diversity. Plantings shall consist of a mixture of species native to southeast Wisconsin, with no single species comprising more than 25% of the total plantings.
 - c. Distribution. Property owners shall distribute plantings within the setback areas as designed and certified by a licensed landscape architect. They shall plant trees at a density of no less than one tree per 400 square feet of screening area. The Zoning

Administrator may approve alternative compliance landscape plans for projects implementing low-impact development practices or seeking sustainable development or green building certifications from nationally recognized organizations, such as the International Code Council, the U.S. Green Building Council, the International Living Future Institute, the U.S. Green Building Initiative, or SITES.

- d. Protection. Property owners shall protect all seedlings with four-foot high protective, biodegradable tree tubes.
- e. Maintenance. Property owners shall carefully maintain newly installed plant material in the first two years after planting.
- f. Native Seeding. Property owners shall plant native seeding surrounding all trees.

(4) Fencing

- a. No fence may exceed 12 feet in height.
- b. Property owners may only use decorative metal fencing with no barbed or razor wire within setback areas. The Plan Commission may consider any alternative fence design that does not adhere to the standards as part of a Building, Site, and Operational Plan submittal.

(5) Mechanical Equipment. Property owners shall screen mechanical equipment such as meter boxes, utility conduits, roof and wall projections such as vent and exhaust pipes, and trash containers, but not including solar energy systems, visible to the public using opaque fences or walls at least four feet in height located no further than 10 feet away from the subject equipment.

(6) Service and Loading Areas. Property owners shall screen all service and loading areas visible to the public using opaque fences or walls at least eight feet in height, no further than 10 feet from the subject area.

(7) Sound Walls. Property owners may install a masonry or decorative concrete wall no taller than 24 feet in height surrounding utility areas or for noise mitigation.

H. Lighting.

- (1) Maximum light levels. Property owners may not emit more than 0.3 foot-candles of light at any property line.
- (2) Correlated Color Temperature. The City prohibits any outdoor fixture that exceeds a correlated color temperature (CCT) of 3,000 Kelvin.
- (3) Cut-Offs and Shielding. Property owners may only install lighting fixtures with full cut-offs prohibiting any light vertically projected into the sky. Any fixture installed above 18 feet

from grade must include shielding so that the light source is not visible. Unless otherwise specified in this ordinance, property owners shall fully shield luminaires emitting more than 1,000 lumens. Those luminaires shall emit no more than 5% of their total Lumen output above 80 degrees from the nadir.

- (4) Accent and Architectural Lighting. Property owners shall recess and direct all accent lighting downward onto the illuminated object or area. They may not install accent light emissions visible above any roofline, building, or other associated structure.
- (5) Fixture Height. No property owner may install a freestanding fixture within 300 feet of a property line that exceeds 18 feet in height or in any other area that exceeds 30 feet in height.
- (6) Safety and Utility Structure Lights. Strobes, emergency, safety, and utility lights are exempt from the regulations of this section; however, property owners may only utilize red strobe lighting at night.
- (7) Construction Lighting. The City permits temporary lighting that property owners shield for construction activities to prevent glare and light spillover and turn it off during non-construction hours.

I. Sound or noise.

Property owners may not emit noises that exceed 70 decibels measured at the exterior property line. The Plan Commission may approve alternative noise mitigation measures if the property owner demonstrates equivalent or superior noise abatement effectiveness.

Section 2. The City amends § 485-10: Definitions to include these additional definitions:

Data Center

A facility that houses computing and networking equipment, along with storage and management systems, to support the storage, processing, and distribution of digital data and applications. A data center typically features high-performance servers, storage arrays, networking equipment, cooling systems, and power backup solutions to ensure uninterrupted operation.

Technology Research and Development

Facilities that investigate, design, test, and refine new or improved technologies. They involve systematic study and experimentation to create innovative products, enhance existing solutions, or discover new methods and materials. Engineering, healthcare, information technology, and manufacturing users use these facilities.

Utility Facility

A facility with infrastructure that provides essential services, such as electricity, water, natural gas, sewage treatment, or telecommunications. Public utilities, government agencies, or private companies regulated by the government typically own and operate these facilities. Examples include power plants, water treatment plants, substations, pipelines, and communication towers.

Section 3. The City creates § 485-145A (7) to read:

In the case of developments located in the I-3 Technology Campus District, on-site landscaping and screening requirements shall follow those standards as outlined in Sec. 485-172G.

Section 4. The City amends § 485-151A to add: I-3 Technology Campus.

Section 5. The City amends § 485-152: Regulations Chart to add:

Map Symbol: I-3
Zoning District: Technology Campus District
Minimum Total Lot Area (Sq Ft): 10,000
Minimum Average Width (Ft): 100
Minimum Lot Area Per Dwelling Unit or By Bedrooms: N/A
Minimum Open Area Per Dwelling Unit: N/A
Minimum Setback: 100 (11)
Minimum One Side: 50
Offsets Other Side: 50
Building Height Principal Structure: 65 (12)
Building Height Accessory Structure: 35
Maximum Floor Area to Lot Ratio: N/A
Extra Height Construction Factor: N/A

FOOTNOTES:

¹¹ 200' when abutting a district with Residential as a Permitted Use.

¹² Property owners may increase the maximum building height above 65 feet by one additional foot for each foot the minimum setback from the right-of-way increases. However, the maximum building height shall not exceed 100 feet.

Section 7. The City renumbers § 485-172 through §485-183 to read as follows:

§485-173 AG Agricultural District.

§485-174 SW Shoreland-Wetlands District.

§485-175 PUL Public and Utility Lands District.

§485-176 OOS Office and Special Service District.

§485-177 OIP Institutional and Public Service District.

§485-178 OPD Planned Development District.

§485-179 OHS Highway Service District.

§485-180 ODF Density Factor District.

§485-181 OAG Arterial Gateway District.

§485-182 ONP Neighborhood Preservation District.

§485-183 OCP Conservation Protection District.

§485-184 OLUT Land Use Transition District.

Section 8. The terms of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

Section 9. This Ordinance shall become effective upon passage and publication.

Passed and approved this ____ day of April, 2025.

Theodore Neitzke IV, Mayor

ATTEST:

Susan L. Westerbeke, City Clerk

**NOTICE OF INTENTION TO CIRCULATE
PETITION FOR ANNEXATION OF TERRITORY
FROM TOWN OF PORT WASHINGTON TO CITY OF PORT WASHINGTON**

Date: April 10, 2025

PLEASE TAKE NOTICE that R&B Karrels Farms, LLC (whose post office address is 1522 Lake Drive, Port Washington, Wisconsin, 53074) has caused this Class 1 Notice of Intention to Circulate an Annexation Petition to be published with respect to the annexation from the Town of Port Washington, Ozaukee County, Wisconsin to the City of Port Washington, Ozaukee County, Wisconsin of the territory legally described on the attached Exhibit A.

The scale map describing the territory proposed to be annexed is attached as Exhibit B and may be inspected at the office of the Town of Port Washington Town Clerk and at the office of the City of Port Washington City Clerk at the addresses below:

Heather Krueger, Town Clerk
Town of Port Washington
3715 Highland Drive
Port Washington, WI 53074

Susan Westerbeke, City Clerk
City of Port Washington
100 West Grand Avenue
Port Washington, WI 53074

Not less than ten (10) days nor more than twenty (20) days from publication of a Class 1 Notice, an annexation petition shall be circulated for signature.

EXHIBIT A
LEGAL DESCRIPTION OF THE TERRITORY TO BE ANNEXED

THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

All those parts of the Southeast 1/4 of Section 9, and the Southwest 1/4 and Southeast 1/4 of Section 10, and the Northwest 1/4 and Southwest 1/4 of Section 15, and the Northeast 1/4 and Southeast 1/4 of Section 16, lying in Township 11 North, Range 22 East, Town of Port Washington, Ozaukee County, Wisconsin being more particularly described as follows:

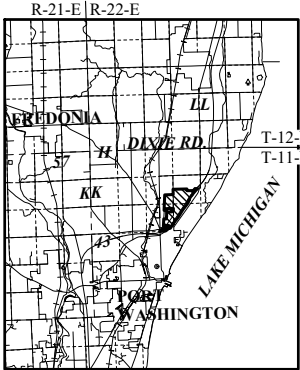
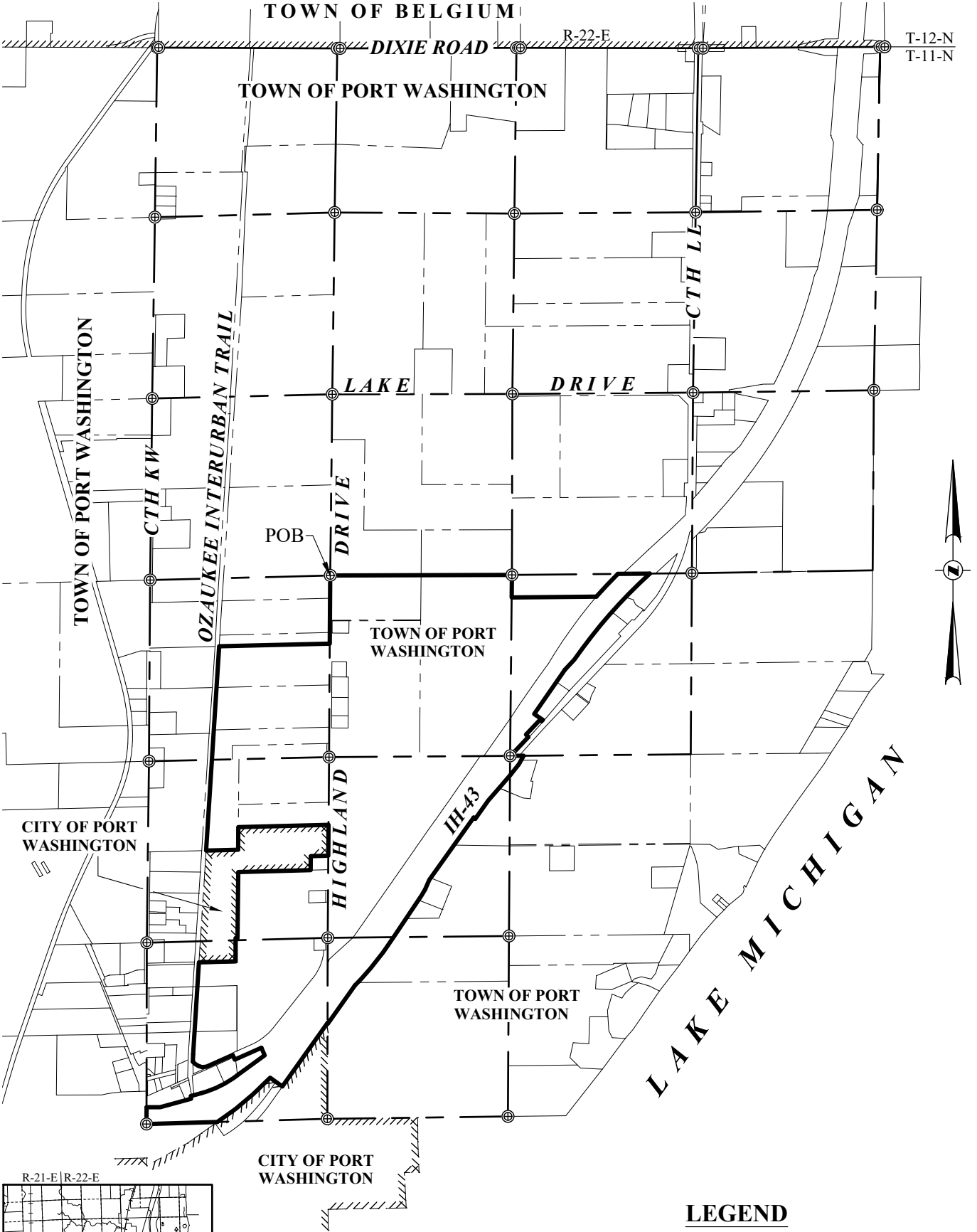
Beginning at the West 1/4 corner of said Section 10; thence North 89°48'29" East along the North line of the Southwest 1/4 of said Section 10, 2,661.48 feet; thence South 00°34'19" West along the West line of the Northwest 1/4 of the Southeast 1/4 of said Section 10, 330.06 feet; thence North 89°28'04" East, 1,239.06 feet to a point on the West right-of-way line of Interstate Highway 43, said point being the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,799.44 feet, to which a radial line bears North 48°16'10" West; thence northeasterly along said curve and along said West right-of-way line through a central angle of 03°22'03" an arc distance of 458.41 feet to a point on the South line of the Northeast 1/4 of said Section 10; thence North 89°28'04" East along said South line of the Northeast 1/4 of said Section 10, 468.33 feet to a point being the intersection of said South line of the Northeast 1/4 of said Section 10 and the East right-of-way line of said Interstate Highway 43 and the beginning of a non-tangent curve concave southeasterly, said curve has a radius of 7,479.44 feet, to which a radial line bears North 42°20'12" West; thence southwesterly along said curve and along said East right-of-way line through a central angle of 12°52'26" an arc distance of 1680.58 feet; thence South 43°24'58" West along said East right-of-way line, 200.00 feet; thence South 34°47'22" West along said East right-of-way line, 789.37 feet; thence South 55°12'38" East along said East right-of-way line, 152.85 feet to the West right-of-way line of CTH LL; thence South 43°28'56" West along said West right-of-way line, 25.27 feet; thence North 46°31'04" West along said West right-of-way line, 30.00 feet; thence South 43°28'56" West along said West right-of-way line, 300.00 feet; thence South 46°31'04" East along said West right-of-way line, 50.00 feet; thence South 43°28'56" West along said West right-of-way line, 382.21 feet; thence North 89°29'56" East, 192.60 feet; thence South 29°12'18" West along the East right-of-way line of said CTH LL, 143.14 feet; thence South 38°26'46" West along said East right-of-way line, 198.06 feet; thence South 40°37'32" West along said East right-of-way line, 217.55 feet; thence South 41°07'56" West along said East right-of-way line, 276.97 feet; thence South 35°26'44" West along said East right-of-way line, 330.00 feet; thence North 54°33'16" West along said East right-of-way line, 30.00 feet; thence South 35°26'44" West along said East right-of-way line, 1118.26 feet; thence South 23°33'25" West along said East right-of-way line, 155.33 feet; thence South 31°26'29" West along said East right-of-way line, 100.24 feet; thence South 33°43'38" West along said East right-of-way line, 700.32 feet; thence South 34°40'54" West along said East right-of-way line, 59.65 feet; thence South 34°41'39" West along said East right-of-way line, 243.38 feet; thence South 38°07'48" West along said East right-of-way line, 300.33 feet; thence South 41°10'07" West along said East right-of-way line, 201.00 feet; thence South 44°16'15" West along said East right-of-way line, 140.27 feet; thence South 35°20'33" West along said East right-of-way line, 691.68 feet; thence North 00°05'33" East along said East right-of-way line, 15.82 feet; thence South 35°24'51" West along said East right-of-way line, 1,142.30 feet; thence North 54°35'09" West, 219.90 feet to said East right-of-way line of said Interstate Highway 43; thence South 46°01'11" West along said East right-of-way line, 341.92 feet; thence South 49°50'08" West along said East right-of-way line, 336.99 feet; thence South 54°31'21" West along said East right-of-way line, 256.81 feet; thence South 54°35'18" West along said East right-of-way line, 75.85 feet to a point on the South line of Section 16; thence South 88°21'38" West along said South line, 1,036.72 feet to the Southwest corner of the Southeast one quarter; thence North 00°05'39" East along the West line of said Southeast one quarter, 246.97 feet; thence South 89°55'44" East along the North right-of-way line of said Interstate Highway 43, 199.85 feet; thence North 74°45'04" East along the Northwest right-of-way line of said Interstate Highway 43, 469.69 feet; thence North 09°11'21" West along said northwest right-of-way line, 40.22 feet; thence North 74°45'04" East, 159.21 feet to the beginning of a curve concave northwesterly and has a radius of 1,537.02 feet; thence northeasterly along said curve and along said Northwest right-of-way line through a central angle of 22°00'00" an arc distance of 590.17 feet; thence North 53°52'42" East along said Northwest right-of-way line, 501.64 feet; thence North 23°56'53" West, 120.00 feet; thence South 66°03'07" West, 426.39 feet; thence North 23°56'36" West, 74.15 feet to the Northwest right-of-way line of Highland Drive; thence South 66°00'58" West along said Northwest right-of-way line, 422.74 feet; thence South 83°54'05" West along said Northwest right-of-way line, 64.70 feet; thence North 71°02'39" West along said Northwest right-of-way line, 56.20 feet; thence North 58°06'01" West along said Northwest right-of-way line, 55.37 feet; thence North 47°01'58" West along said Northwest right-of-way line, 48.03 feet to a point on the East right-of-way line of a Wisconsin Electric Power Company utility right-of-way

and the beginning of a non-tangent curve concave easterly and has a radius of 2,824.93 feet, to which a radial line bears North 88°28'50" West; thence northerly along said curve through a central angle of 02°10'57" an arc distance of 107.60 feet ; thence North 03°39'19" East along said East line of said utility right-of-way, 1351.35 feet; thence North 88°25'45" East, 535.56 feet; thence North 00°05'36" East, 338.92 feet; thence North 88°24'01" East, 29.07 feet; thence North 00°39'01" East, 966.25 feet; thence North 88°26'20" East, 1,060.29 feet; thence North 00°18'43" East, 204.74 feet; thence North 88°19'48" East, 257.59 feet; thence North 00°25'46" East, 450.60 feet; thence South 88°35'36" West, 1,321.60 feet; thence South 00°33'10" West, 331.59 feet; thence South 88°33'44" West, 469.01 feet to a point on said East line of said utility right-of-way; thence North 03°39'19" East along said East line of said utility right-of-way, 2,996.63 feet; thence North 88°35'55" East, 1,621.11 feet; thence North 00°22'42" East along the East line of the Southeast 1/4 of said Section 9, a distance of 997.30 feet to the point of beginning.

Said described land containing 562.385 acres more or less.

EXHIBIT B
SCALE MAP OF THE TERRITORY TO BE ANNEXED

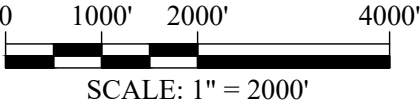
THOSE PARTS OF THE SOUTHEAST 1/4 OF SECTION 9, AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 10, AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF SECTION 15, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 11 NORTH, RANGE 22 EAST, TOWN OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



VICINITY MAP
NOT TO SCALE

LEGEND

- POB POINT OF BEGINNING
- ⊕ SECTION CORNER
- - - SECTION LINE
- - - QUARTER SECTION LINE
- - - SIXTEENTH LINE
- - - PROPERTY LINE
- EXTERIOR BOUNDARY LINE
- ////// CORPORATE LIMITS



Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645
Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner: **R & B Karrels Farms et al**

Petition Number: **14753**

1. Territory to be annexed: From **TOWN OF PORT WASHINGTON** To **CITY OF PORT WASHINGTON**

2. Area (Acres): **562 acres**

3. Pick one: ☒ ~~Property Tax~~ Payments to Town per
Agreement

OR ☒ Boundary Agreement

a. Annual ~~town~~ property tax on territory to be annexed:

\$150,000

a. Title of boundary agreement Supplemental Agreement

b. Year adopted 2025 (copy attached)

b. Total that will be paid to Town

(annual tax multiplied by 5 years): \$750,000

c. Participating jurisdictions Town and City of Port Washington

d. Statutory authority (pick one)

c. Paid by: ☐ Petitioner ☒ City ☐ Village

☐ s.66.0307 ☐ s.66.0225 ☒ s.66.0301

☐ Other: _____

4. Resident Population: Electors: 15 in 2022 Total: 20 adults and 3 children currently reside in territory (not all are qualified electors)

5. Approximate ~~present land use~~ of territory:

Residential: 3.5 % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Undeveloped: 96.5 %

6. If territory is undeveloped, what is the **anticipated use**?

Residential: _____ % Recreational: _____ % Commercial: _____ % Industrial: _____ %

Other: 96.5 %

Comments: Agricultural

7. Has a ☐ preliminary or ☐ final plat been submitted to the Plan Commission: ☐ Yes ☒ No

Plat Name: _____

8. What is the **nature of land use adjacent** to this territory in the city or village?

Commercial

In the town?: Agricultural

9. What are the **basic service needs** that precipitated the request for annexation?

☒ Sanitary sewer ☒ Water supply ☒ Storm sewers

☒ Police/Fire protection ☒ EMS ☒ Zoning

Other _____

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒ Yes ☐ No

Town ☐ Yes ☒ No

If yes, approximate timetable for providing service:

City/Village Town

Sanitary Sewers immediately

☒

☐

or, write in number of years. _____

Water Supply immediately

☒

☐

or, write in number of years. _____

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

☒ Yes ☐ No

If yes, identify the nature of the anticipated improvements and their probable costs:

To be negotiated with developer and annexed territory

11. Planning & Zoning:

a. Do you have a comprehensive plan for the City/Village/Town?

☒ Yes ☐ No

Is this annexation consistent with your comprehensive plan?

☒ Yes ☐ No

b. How is the annexation territory now zoned? A-1 Exclusive Agriculture

c. How will the land be zoned and used if annexed? I-3 Technology Campus District. See attached.

12. Elections: ☐ New ward or ☐ Existing ward? Will the annexation create a new ward or join an existing ward? For more information, please contact the Wisconsin Election Commission at (608) 266-8005, elections@wi.gov or see their annexation checklist here: <http://elections.wi.gov/forms/el-100>

13. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: ☒ Town ☐ City ☐ Village

Name: Heather Krueger, Clerk

Email: clerk@townofportwashingtonwi.gov

Phone: 262-284-5235

Date: 04/21/2025

(March 2018)

Please **RETURN PROMPTLY** to:

wimunicipalboundaryreview@wi.gov

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

**SUPPLEMENTAL AGREEMENT TO THE SETTLEMENT AGREEMENT BETWEEN
THE CITY OF PORT WASHINGTON AND THE TOWN OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN, TO PROVIDE FOR ORDERLY LAND
DEVELOPMENT, BOUNDARY AGREEMENTS AND SHARED SERVICES, DATED
NOVEMBER 23, 2004**

This Supplemental Agreement ("Agreement") is made and entered into as of January 21st, 2025, between the CITY OF PORT WASHINGTON ("City"), a Wisconsin municipal corporation, and the TOWN OF PORT WASHINGTON ("Town"), a Wisconsin body politic with those powers granted by law, (collectively, the CITY and TOWN may be referred to as the "PARTIES", or individually as a "PARTY").

WHEREAS, the PARTIES previously entered into a Settlement Agreement Between the City of Port Washington and the Town of Port Washington, Ozaukee County, Wisconsin, to Provide for Orderly Land Development, Boundary Agreements and Shared Services, dated November 23, 2004 (including the maps, attachments and exhibits thereto) attached hereto as Exhibit A (the "SETTLEMENT AGREEMENT").

WHEREAS, the PARTIES are aware of a third party, desiring to acquire or otherwise develop certain properties within the TOWN, as depicted on the map attached as Exhibit B to this AGREEMENT (the "PROJECT SITE"), for the purpose of preparing, developing and/or transferring the PROJECT SITE (or portions thereof) for data center and related uses (the "PROJECT").

WHEREAS, the PARTIES wish to amend and supplement certain provisions of the SETTLEMENT AGREEMENT to facilitate the PROJECT, provided that nothing in this Agreement, itself and without additional action by the governing bodies of the CITY and TOWN, is intended to alter the boundaries of either the CITY or the TOWN.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the PARTIES hereto agree as follows:

1. **No Alteration of Boundaries.** Notwithstanding anything in this Agreement to the contrary, this Agreement, in and of itself and without additional action by the governing bodies of the CITY and TOWN, is not intended to alter the boundaries of either the CITY or the TOWN. This AGREEMENT is neither a stipulated boundary agreement under Wis. Stat. sec. 66.0225 nor a written agreement determining all or any portion of a common boundary line under Wis. Stat. sec. 66.0301(6). Accordingly, while this AGREEMENT must be approved by the governing body of each of the PARTIES, this Agreement is not subject to any referendum of electors under Wis. Stat. secs. 66.0225(2) or 66.0301(6). When this AGREEMENT is executed by both PARTIES, the boundaries of the PARTIES adjacent to the PROJECT SITE may be altered only by annexation initiated by electors and property owners under Wis. Stat. sec. 66.0217 or other legal means. No terms of this Agreement shall in any way authorize the CITY to initiate annexation under Wis. Stat. sec. 66.0219.

2. **Amendments to the SETTLEMENT AGREEMENT Relating to the PROJECT SITE.** The PARTIES acknowledge that the provisions of this AGREEMENT

supersede and, when in conflict, replace the provisions of the **SETTLEMENT AGREEMENT**. To the extent that provisions of the **SETTLEMENT AGREEMENT** do not conflict with this **AGREEMENT**, such provisions remain in full force and effect by their terms. The following provisions of the **SETTLEMENT AGREEMENT** are specifically superseded, amended and replaced as follows:

- a. With respect to Sections I, IV, V, VI and X of the **SETTLEMENT AGREEMENT**, all of which relate to alteration of the **PARTIES'** boundaries, the Term of the **SETTLEMENT AGREEMENT** shall be modified to bring forward the December 31, 2025 expiration date to an earlier expiration date of January 31, 2025. Except for Sections I, IV, V, VI and X and those other provisions of the **SETTLEMENT AGREEMENT** intended to survive its term, all other provisions of the **SETTLEMENT AGREEMENT** not specifically addressed in this **AGREEMENT** shall remain in effect until December 31, 2025.
- b. Commencing on February 1, 2025, notwithstanding any contrary terms of the **SETTLEMENT AGREEMENT**, the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** may be subject to annexation to the **CITY** only (i) if initiated by electors and property owners under Wis. Stat. sec. 66.0217 or if initiated by electors and property owners by other legal means or, (ii) as set forth in Subsection 5.c. below. As of February 1, 2025, no detachment or attachment of the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** under Sections IV, V, VI and X of the **SETTLEMENT AGREEMENT** or under Wis. Stat. sec. 66.0227 shall be required. Notwithstanding the terms of this **AGREEMENT**, the **CITY** agrees that any lands lying within Knellsville, as described and depicted in the **SETTLEMENT AGREEMENT** ("Knellsville"), shall never be annexed into the **CITY** unless detachment is approved by Resolution of the Town Board.
- c. The **PARTIES** agree that Section IX of the **SETTLEMENT AGREEMENT**, relating to cooperative land use planning, shall not apply to Knellsville, the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**.
- d. Notwithstanding any other provision in this Agreement, with respect to certain lands described in Section VI of the **SETTLEMENT AGREEMENT** as Territory outside the City Growth Area, other than land within the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**, the Term of the **SETTLEMENT AGREEMENT** shall be modified to push back the December 31, 2025 expiration date to a later expiration date of April 30, 2028.

3. **Amendments to the SETTLEMENT AGREEMENT Relating to the Municipal Services.** As part of and simultaneous with the public infrastructure work

necessary to support the development of the **PROJECT SITE**, but in no event later than *December 31, 2027*, subject to paragraph 12, below, the **CITY** agrees to extend public sewer and water services to those areas of the **TOWN** located within **KNELLSVILLE**, on an extraterritorial basis (without the requirement of annexation to the City), provided that such City obligation, as described herein, shall be perpetual and further provided that the terms and conditions for such extension as contemplated in Section VII of the **SETTLEMENT AGREEMENT** shall be at no cost to the **TOWN** or, except as otherwise stated herein or mutually agreed in the future, the owners of any real property in **KNELLSVILLE**. Such sewer and water services provided to users within the **TOWN** shall be at the same rates and upon the same terms and conditions as such services provided to **CITY** users, including but not limited to the payment by individual owners of property within **KNELLSVILLE** of connection fees to the City for each industrial, commercial and/or residential connection unit, based on the fee schedule established by the **CITY**, but not to exceed the actual costs borne by the utilities to facilitate such connections. The incremental expenses related to the initial installation and provision of such services to accomplish the availability of access of sewer and water services (including but not limited to planning, design, miscellaneous engineering, legal, administrative, construction, operation and maintenance) and all other costs shall be borne by the **CITY** (not the **TOWN** or Town landowners or users of such services). After installation, future maintenance, repairs, or replacement of such services shall be paid for in the same manner that applies to City utility customers. Such utility extensions shall be installed into the public right-of-way in a design agreed upon by the **PARTIES** to allow for all **KNELLSVILLE** properties to connect to such public services via lateral upon request to the respective municipal utilities (and such request shall not be denied or unreasonably delayed). Once connected, **KNELLSVILLE** property owners shall be subject to the same service charges and rates applied to customers within the **CITY**. City shall be required, at City expense, to restore any public road right-of-way, or other public areas, to substantially the condition that the areas were in prior to installation of such services.

4. **Additional Obligations of the CITY.**

- a. Consistent with Wis. Stat. sec. 66.0217(14)(a) and subsection XII.B. of the **SETTLEMENT AGREEMENT**, upon annexation of any portion of the **PROJECT SITE** to the **CITY**, the **CITY** agrees to pay annually to the **TOWN**, for 5 years, an amount equal to the amount of property taxes that the **TOWN** levied on the annexed territory, as shown by the tax roll under Wis. Stat. sec. 70.65, in the year in which the annexation is final. By way of example, if the annexation of the entire **PROJECT SITE** were final in 2024, the annual payment would be the **TOWN's** share of property tax revenue derived from properties within the **PROJECT SITE**, which totals approximately \$16,199.74.
- b. In addition to payments due to the **TOWN** under subsection 4.a. above, provided that the **TOWN** complies with all aspects of this **AGREEMENT** at all times, the **CITY** agrees to pay the **TOWN** an annual payment of \$133,800.26 for 5 years following the annexation of any portion of the

PROJECT SITE, payable no later than January 31st of each of the 5 years following the annexation.

- c. The **CITY** agrees to cooperate with the **TOWN's** use and development of Knellsville and the extension of sewer, water and other utility services thereto, including, but not limited to, by granting any easements, and giving prompt and due consideration of any approvals and/or consents reasonably necessary or desirable from the **CITY**, and by not opposing any exercise of jurisdiction by the **TOWN** over Knellsville, including, but not limited to, waiving any authority over or review of, or not opposing, any zoning, land division, extraterritorial plats, or permits of any kind by the Town.
- d. For at least 5 years after annexation to the **CITY**, those portions of the **PROJECT SITE** developed for the **PROJECT** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** shall be zoned and used for data center and related uses. Notwithstanding the foregoing, the following uses also shall be allowed on the **PROJECT SITE**: (i) any use existing on the **PROJECT SITE** on the date hereof (either consistent with, or as legally nonconforming within, any rezoning), (ii) any agricultural or residential use, (iii) any permitted or conditional use in the **TOWN's** existing BP-1 Business Park District or its BP-2 Transitional Business Park District; and (iv) any use to which the **TOWN** fails to timely object by written notice to the **CITY** delivered within twenty (20) days following written notice thereof from the **CITY**.
- e. The **CITY** agrees to reimburse the **TOWN** reasonable attorney, engineer or other professional fees incurred by the **TOWN**, in an aggregate amount not to exceed \$50,000.00, in connection with negotiating and implementing this AGREEMENT. The **CITY** shall reimburse the **TOWN** for any such fees incurred (up to an aggregate of \$50,000.00) within (30) days following the **CITY's** receipt of copies of invoices from the professional service providers.

5. **Additional Obligations of the TOWN.**

- a. The **TOWN** agrees to take no steps or any legal action to object to or otherwise challenge, the annexation, use or development of the **PROJECT SITE** and additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE**.
- b. The **TOWN** agrees to cooperate with the **CITY's** use and development of the **PROJECT SITE** after annexation to the **CITY** and the annexation thereof and the extension of sewer, water and other utility services thereto, which cooperation shall include, but not be limited to, granting any easements within the public right-of-way, approvals and/or consents reasonably necessary or desirable from the **TOWN** and that will have no cost or negative financial impact on the **TOWN**, and by not opposing any exercise of jurisdiction by the

CITY over the **PROJECT SITE** or additional lands necessary to extend and/or provide necessary infrastructure to the **PROJECT SITE** upon or after annexation to the CITY. In no event shall TOWN cooperation herein require the TOWN to conduct or engage in condemnation or the exercise of eminent domain over any real property.

- c. Notwithstanding any provision in this Agreement to the contrary, the TOWN agrees to take no steps or any legal action to object to or otherwise challenge the annexation, use or development of any CITY owned lands within the TOWN that the CITY acquires for a public purpose.

6. **Contingencies.** This AGREEMENT is contingent on both of the following occurring not later than December 31, 2025:

- a. That the CITY shall enter into a development agreement regarding the **PROJECT** acceptable to the CITY in its sole discretion.
- b. That the CITY adopts an annexation ordinance for land within the **PROJECT SITE** which becomes final pursuant to Wis. Stat. § 66.0217 or other legal means.

If either of the contingencies set forth in this Section 6. do not occur by December 31, 2025, then this AGREEMENT shall automatically terminate on said date, unless both PARTIES agree to extend such contingencies by written amendment to this AGREEMENT. Upon termination of this AGREEMENT, the PARTIES agree to undo any actions taken in reliance on this AGREEMENT and to return each PARTY to its pre-AGREEMENT position. For example, if an ordinance annexing any portion of the **PROJECT SITE** is final but the CITY does not enter into an acceptable development agreement regarding the **PROJECT**, the PARTIES shall cooperate to promptly detach any annexed portion of the **PROJECT SITE** from the CITY and re-attach it to the TOWN, either via detachment or other, agreed upon, legal means.

7. **Severable Provisions.** If any clause, provision or section of this AGREEMENT be declared invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

8. **Complete Agreement.** This AGREEMENT, together with the Exhibits, is the complete agreement of the PARTIES with respect to the matters covered herein and shall supersede any and all prior agreements or municipal policies, resolutions or ordinances to the contrary. No agreements, promises or representations made during or in connection with the negotiations for or approval of the agreements herein shall be binding or effective unless included herein.

9. **Countersign.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile or PDF signatures shall be deemed original signatures for all purposes

of this Agreement. Each of the Parties hereto represents and warrants that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions and is binding on the undersigned Parties.

10. **Remedies.** Each Party acknowledges and agrees that the Parties' remedies at law for a breach or threatened breach of any of the provisions of this Agreement could be inadequate and, in recognition of this fact, the Parties agree that, in the event of such a breach or threatened breach, in addition to any other available remedies at law, each Party shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available, in any jurisdiction permitted by law, and each Party further waives any requirement for the securing or posting of any bond in connection with any such remedy.


11. **Amended Stipulation.** Upon approval and execution of this Agreement by the CITY and TOWN, the Parties agree to submit an amended Stipulation and Order, confirming the terms of same, to the Ozaukee County Circuit Court.

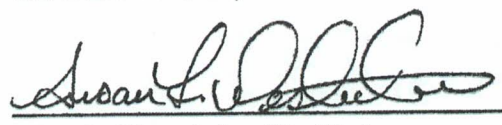
12. **Force Majure.** The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, pandemics, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

[Remainder Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives.

CITY OF PORT WASHINGTON:

By: 
Ted Neitzke IV, Mayor

By: 
Susan L. Westerbeke, City Clerk

[Town Signature on Following Page]

TOWN OF PORT WASHINGTON:

By: Mike Didier
Mike Didier, Town Board Chair

By: Doris Feider-Schlennvogt
~~Heather Krueger Town Clerk~~
Doris Feider-Schlennvogt
Deputy Clerk

EXHIBIT A
SETTLEMENT AGREEMENT

**CITY OF PORT WASHINGTON, WISCONSIN
ORDINANCE NO. 2025-06**

An Ordinance Creating § 485-172: I-3 Technology Campus District, Amending § 485-10: Definitions, Creating § 485-145A(7), Amending § 485-151A, Amending § 485-152: Regulations Chart, and Renumbering §§ 485-172 through 183 within Chapter 485: Zoning Code of the City of Port Washington

WHEREAS, in anticipation of a potential data center development within the City, City staff created a new section of the zoning code to proactively address this type of use contained within a proposed I-3 zoning district; and

WHEREAS, the City provided all notices of the proposed amendment and related public hearing as required by said Zoning Ordinance and § 62.23(7)(d), Wis. Stat.; and

WHEREAS, on April 15, 2025, the Common Council held a public hearing regarding the proposed amendment of said Zoning Ordinance to Create § 485-172: I-3 Technology Campus District, Amend § 485-10: Definitions, Create § 485-145A(7), Amend § 485-151A, Amend § 485-152: Regulations Chart, and Renumber §§ 485-172 through 183; and

WHEREAS, the Common Council determines that the proposed amendment of said Zoning Ordinance will promote the public health, safety, and general welfare of the community and directs that the Zoning Ordinance of the City of Port Washington be amended accordingly,

NOW, THEREFORE, the Common Council of the City of Port Washington, Wisconsin, ordains as follows:

Section 1. The City creates § 485-172: I-3 Technology Campus District of the Zoning Ordinance of the City of Port Washington to read:

§ 485-172 I-3 Technology Campus District

A. Statement of intent.

The I-3 Technology Campus District supports developing digital and technological infrastructure and technology research and development within a controlled industrial environment aligned with modern standards. It accommodates primary uses such as high-

capacity facilities for data processing and storage, technological research and development, and data and energy transmission, along with supporting uses such as utilities, warehousing, offices, and light manufacturing subordinate and ancillary to a permitted principal use.

The I-3 District ensures compatibility with surrounding areas by minimizing noise, dust, traffic, light, and negative environmental effects. Buildings, signage, and site design shall coordinate to create a uniform technology campus aesthetic.

B. Permitted uses by right.

(1) The following principal uses are subject to approval by the Plan Commission of building, site, and operational plans:

- a. Data centers
- b. Technology research and development facilities
- c. Utility facilities (public and private)
- d. Light industrial, assembly, processing, warehousing, and storage operations associated with and subordinate to data center maintenance or technology research and production.

(2) Permitted Accessory Uses. The following are subject to the approval by the Plan Commission of building, site, and operational plans:

- a. Office, storage, power supply and other such uses including utilities and battery energy storage systems, normally auxiliary to the permitted principal use
- b. Off-street parking and parking garages, security facilities and structures
- c. Employee fitness centers*
- d. Employee childcare facilities*
- e. Employee parking garages
- f. Office*
- g. Power generation and renewable energy development
- h. Public or private transit facilities
- i. Temporary construction yards
- j. Temporary concrete batch production

*When as a standalone facility, otherwise permitted by right when located within a permitted primary use.

C. Lot and dimensional standards.

- (1) Minimum Lot Size. 10,000 square feet
 - a. Utility facility uses may reduce the size of a lot subject to the requirements of Chapter 478 Subdivision of land
- (2) Minimum Lot Width. 100'
- (3) Setbacks from Public Rights-of-Way. The following minimum setbacks shall apply to principal and accessory structures adjacent to a public right-of-way: 100'
- (4) Minimum Building Side and Rear Setback. 50'
- (5) Residential Setbacks. There shall be a 200' building setback from any district where residential is permitted.

D. Building heights.

- (1) Maximum Building height. 65'
 - a. Property owners may increase the maximum building height above 65 feet by one additional foot for each foot the minimum setback from the right-of-way increases. However, the maximum building height shall not exceed 100 feet.
- (2) Maximum Accessory Building Height. 35'

E. Parking.

- (1) Minimum Parking Lot Front Setback. 50'
- (2) Minimum side and rear parking lot setback. 25'
- (3) Minimum parking lot setback when adjacent to any district that permits residential use. 50'
- (4) Parking Requirements. The I-3 District does not require any minimum or maximum number of off-street parking spaces. The Plan Commission shall determine the number of required parking spaces as a part of the overall building, site, and operational plan approval per Sec. 485-94A.

F. Building design.

- (1) Building Elevations. Property owners shall construct all primary and accessory structures with complementary materials on all elevations, a consistent design approach, harmonious character, and complementary façade colors.
- (2) Accessory buildings. Property owners shall construct accessory or ancillary buildings, whether attached or detached, with similar design, materials, and construction as the

nearest primary structure if visible from a public street right-of-way or adjacent properties not zoned I-3.

- (3) **Roof-mounted equipment.** Property owners shall screen all roof-mounted equipment on all four sides of buildings with materials consistent and harmonious with the building's façade and character. They shall provide this screening to screen the equipment from an off-site view and to buffer sound generated by such equipment. Property owners may not screen solar energy systems to the extent the screening prevents or limits functionality or accessibility to direct sunlight. The City shall permit additional exceptions for equipment not visible from public eyesight and demonstrates compliance with noise regulations.

G. Landscaping and screening.

- (1) **Landscaping in Setback Areas.** Property owners shall landscape the first 50 feet of the minimum setback areas defined in Section C. Lot and Dimensional Standards with the following landscaping features. When a setback area abuts a natural amenity, such as a stream, park, or other open space, the landscape plan should integrate with and respect the natural integrity of the amenity. Detention and retention ponds shall physically, functionally, and visually integrate into adjacent landscape areas.
- (2) **Berms.** Property owners shall provide a minimum 8-foot-tall berm planted with native species within all minimum setback areas, excluding side and rear yard setbacks that are not wide enough to accommodate such a berm. Berms shall not exceed a slope of 3:1 (i.e., for every 3 feet of horizontal run, the vertical height is one foot). Property owners shall grade berms to appear curvilinear and naturalistic.
- (3) **Native Woodland Restoration.** Property owners shall plant and restore setback areas with a combination of native trees and shrubs indigenous to the area and property.
 - a. **Species.** Property owners may only plant species native to southeast Wisconsin. Native species include, but the City does not limit them to, beech, sugar maple, basswood, red oak, white oak, black oak, northern white cedar, tamarack, and balsam fir.
 - b. **Plant Diversity.** Plantings shall consist of a mixture of species native to southeast Wisconsin, with no single species comprising more than 25% of the total plantings.
 - c. **Distribution.** Property owners shall distribute plantings within the setback areas as designed and certified by a licensed landscape architect. They shall plant trees at a density of no less than one tree per 400 square feet of screening area. The Zoning

Administrator may approve alternative compliance landscape plans for projects implementing low-impact development practices or seeking sustainable development or green building certifications from nationally recognized organizations, such as the International Code Council, the U.S. Green Building Council, the International Living Future Institute, the U.S. Green Building Initiative, or SITES.

- d. Protection. Property owners shall protect all seedlings with four-foot high protective, biodegradable tree tubes.
- e. Maintenance. Property owners shall carefully maintain newly installed plant material in the first two years after planting.
- f. Native Seeding. Property owners shall plant native seeding surrounding all trees.

(4) Fencing

- a. No fence may exceed 12 feet in height.
- b. Property owners may only use decorative metal fencing with no barbed or razor wire within setback areas. The Plan Commission may consider any alternative fence design that does not adhere to the standards as part of a Building, Site, and Operational Plan submittal.

(5) Mechanical Equipment. Property owners shall screen mechanical equipment such as meter boxes, utility conduits, roof and wall projections such as vent and exhaust pipes, and trash containers, but not including solar energy systems, visible to the public using opaque fences or walls at least four feet in height located no further than 10 feet away from the subject equipment.

(6) Service and Loading Areas. Property owners shall screen all service and loading areas visible to the public using opaque fences or walls at least eight feet in height, no further than 10 feet from the subject area.

(7) Sound Walls. Property owners may install a masonry or decorative concrete wall no taller than 24 feet in height surrounding utility areas or for noise mitigation.

H. Lighting.

- (1) Maximum light levels. Property owners may not emit more than 0.3 foot-candles of light at any property line.
- (2) Correlated Color Temperature. The City prohibits any outdoor fixture that exceeds a correlated color temperature (CCT) of 3,000 Kelvin.
- (3) Cut-Offs and Shielding. Property owners may only install lighting fixtures with full cut-offs prohibiting any light vertically projected into the sky. Any fixture installed above 18 feet

from grade must include shielding so that the light source is not visible. Unless otherwise specified in this ordinance, property owners shall fully shield luminaires emitting more than 1,000 lumens. Those luminaires shall emit no more than 5% of their total Lumen output above 80 degrees from the nadir.

- (4) Accent and Architectural Lighting. Property owners shall recess and direct all accent lighting downward onto the illuminated object or area. They may not install accent light emissions visible above any roofline, building, or other associated structure.
- (5) Fixture Height. No property owner may install a freestanding fixture within 300 feet of a property line that exceeds 18 feet in height or in any other area that exceeds 30 feet in height.
- (6) Safety and Utility Structure Lights. Strobes, emergency, safety, and utility lights are exempt from the regulations of this section; however, property owners may only utilize red strobe lighting at night.
- (7) Construction Lighting. The City permits temporary lighting that property owners shield for construction activities to prevent glare and light spillover and turn it off during non-construction hours.

I. Sound or noise.

Property owners may not emit noises that exceed 70 decibels measured at the exterior property line. The Plan Commission may approve alternative noise mitigation measures if the property owner demonstrates equivalent or superior noise abatement effectiveness.

Section 2. The City amends § 485-10: Definitions to include these additional definitions:

Data Center

A facility that houses computing and networking equipment, along with storage and management systems, to support the storage, processing, and distribution of digital data and applications. A data center typically features high-performance servers, storage arrays, networking equipment, cooling systems, and power backup solutions to ensure uninterrupted operation.

Technology Research and Development

Facilities that investigate, design, test, and refine new or improved technologies. They involve systematic study and experimentation to create innovative products, enhance existing solutions, or discover new methods and materials. Engineering, healthcare, information technology, and manufacturing users use these facilities.

Utility Facility

A facility with infrastructure that provides essential services, such as electricity, water, natural gas, sewage treatment, or telecommunications. Public utilities, government agencies, or private companies regulated by the government typically own and operate these facilities. Examples include power plants, water treatment plants, substations, pipelines, and communication towers.

Section 3. The City creates § 485-145A (7) to read:

In the case of developments located in the I-3 Technology Campus District, on-site landscaping and screening requirements shall follow those standards as outlined in Sec. 485-172G.

Section 4. The City amends § 485-151A to add: I-3 Technology Campus.

Section 5. The City amends § 485-152: Regulations Chart to add:

Map Symbol: I-3
Zoning District: Technology Campus District
Minimum Total Lot Area (Sq Ft): 10,000
Minimum Average Width (Ft): 100
Minimum Lot Area Per Dwelling Unit or By Bedrooms: N/A
Minimum Open Area Per Dwelling Unit: N/A
Minimum Setback: 100 (11)
Minimum One Side: 50
Offsets Other Side: 50
Building Height Principal Structure: 65 (12)
Building Height Accessory Structure: 35
Maximum Floor Area to Lot Ratio: N/A
Extra Height Construction Factor: N/A

FOOTNOTES:

¹¹ 200' when abutting a district with Residential as a Permitted Use.

¹² Property owners may increase the maximum building height above 65 feet by one additional foot for each foot the minimum setback from the right-of-way increases. However, the maximum building height shall not exceed 100 feet.

Section 7. The City rennumbers § 485-172 through §485-183 to read as follows:

§485-173 AG Agricultural District.

§485-174 SW Shoreland-Wetlands District.

§485-175 PUL Public and Utility Lands District.

§485-176 OOS Office and Special Service District.

§485-177 OIP Institutional and Public Service District.

§485-178 OPD Planned Development District.

§485-179 OHS Highway Service District.

§485-180 ODF Density Factor District.

§485-181 OAG Arterial Gateway District.

§485-182 ONP Neighborhood Preservation District.

§485-183 OCP Conservation Protection District.

§485-184 OLUT Land Use Transition District.

Section 8. The terms of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

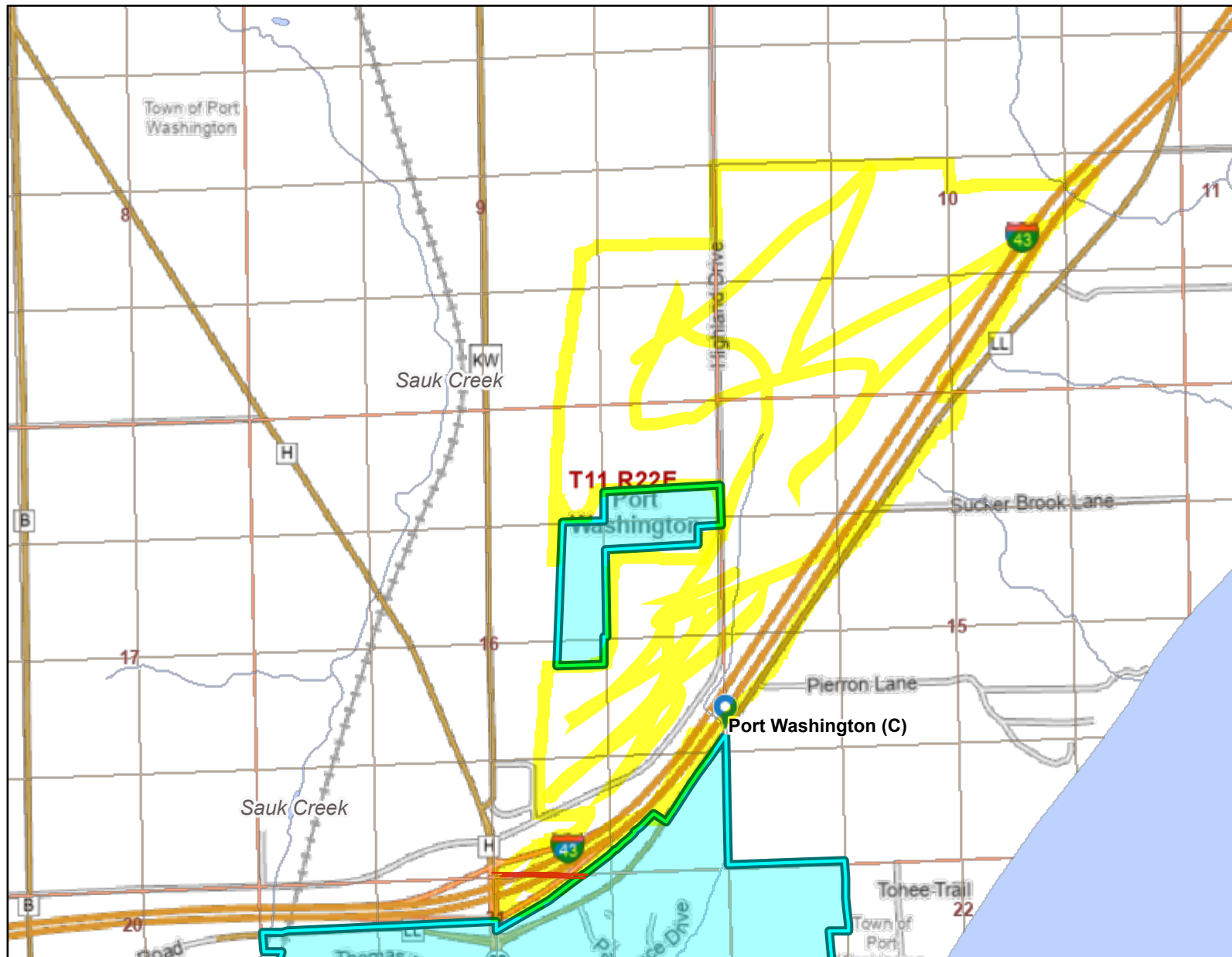
Section 9. This Ordinance shall become effective upon passage and publication.

Passed and approved this ____ day of April, 2025.

Theodore Neitzke IV, Mayor

ATTEST:

Susan L. Westerbeke, City Clerk



Legend: (some map layers may not be displayed)

- Rivers and Streams
- Intermittent Streams
- Open Water
- water
- 24K Intermittent Streams
- 24K Lakes and Open Water
- Township
- Section
- Quarter-Quarter
- Cities, Towns & Villages
- City
- Civil Town
- City or Village
- County Boundaries
- Major Roads
- Interstate Highway
- State Highway
- County and Local Roads
- County HWY

Notes:



Map: 0 1,000 2,000 Feet
0 460 920 Meters

Service Layer Credits:
Cadastral: , Cities, Roads & Boundaries: , Surface Water (Cached): WiDNR, USGS, and other data

Map projection: NAD 1983 HARN Wisconsin TM

This map is a product generated by a DNR web mapping application.

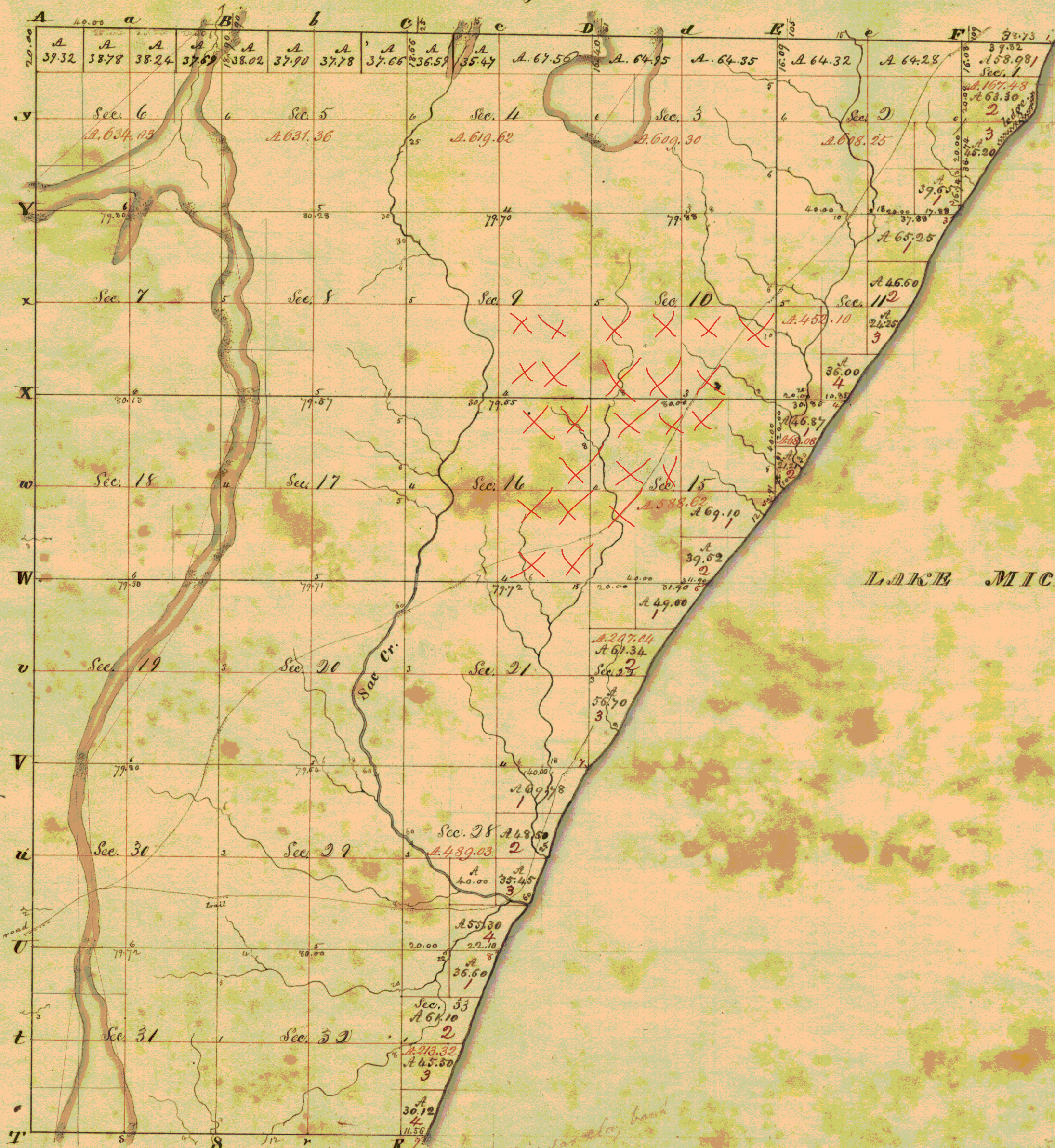
This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: <https://dnr.wisconsin.gov/legal>

Date Printed: 4/27/2025 8:18 AM



Township N. 11, Range 22 East 4th Mer. Wis. Ter.

24-6



Meanders of Lake Michigan					
Posts	Courses	Chalk	Posts	Courses	Chalk
1	S 33 1/4 N	15.12	6	S 36 1/4 N	27.32
	S 12 N	13.00		S 38 1/4 N	19.57
	S 5 E	5.21		S 36 1/4 N	35.00
	S 45 N	21.19		S 27 N	38.86
2	S 33 N	31.03		S 32 N	16.00
3	S 33 N	3.89	7	S 49 1/2 N	6.40
	S 38 N	17.22		S 37 1/2 N	19.91
	S 33 1/4 N	23.72		S 34 1/4 N	15.33
	S 31 N	14.23		S 14 1/4 N	30.35
	S 35 1/4 N	32.45		S 36 N	6.06
	S 33 1/4 N	3.91	8	S 28 N	17.42
4	S 31 1/4 N	2.77	9	S 21 1/4 N	25.66
	S 37 1/2 N	16.15			
	S 36 N	20.30			
5	S 41 N	16.09			

LAKE MICHIGAN.

Var. 6:30' E.

Total number of Acres 14,248.23

Surveys Designated	By whom surveyed	Date of Contract	Amount of Sur.	When surveyed	When perfect & chd. in the Sur. Gen. acc.
Township lines	Mullett & Brink	9 th July 1833	13. 50. 39	4 th of 1833	3 rd of 1834
Subdivisions	Wm. A. Burt	26. Dec. 1835	44. 62. 17	1 st of 1835	4 th of 1835

The above Map, of Township N. 11 North, of Range N. 22 E, of the 4th Principal Meridian N.W. Ter. is strictly conformable to the field notes of the Survey thereof on file in this Office, which have been examined & approved.

Surveyor General's Office,
Cincinnati, Sept. 14, 1835.

Robt. T. Lyth Sur. Gen.



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview>

April 28, 2025

PETITION FILE NO. 14753

SUSAN WESTERBEKE, CLERK
CITY OF PORT WASHINGTON
PO BOX 307
PORT WASHINGTON, WI 53074-0307

HEATHER KRUEGER, CLERK
TOWN OF PORT WASHINGTON
3715 HIGHLAND DR
PORT WASHINGTON, WI 53074-9702

Subject: R & B KARRELS FARMS ET AL ANNEXATION

The proposed annexation submitted to our office on April 08, 2025 and as revised on April 11, 2025 has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the City of Port Washington, which is able to provide needed municipal services.

Note: The legal description of the territory to be annexed should indicate that the territory is also located in the Northeast ¼ of Section 15 (Township 11 North Range 22 East).

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14753 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2827>

Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner