



136 North Monroe Street
Waterloo, Wisconsin 53594-1198

NOTICE OF A CITY OF WATERLOO PLAN COMMISSION PUBLIC MEETING

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and the news media that the following meeting will be held to consider the following:

MEETING: PLAN COMMISSION
DATE: Tuesday, August 25, 2026
TIME: 6:00 p.m.
LOCATION: 136 N. MONROE STREET, MUNICIPAL BUILDING COUNCIL CHAMBERS

PUBLIC HEARING

1. CALL PUBLIC HEARING TO ORDER
2. PUBLIC COMMENTS ON
 - a. Resolution #2026-22 Vacate a portion of E. Polk (318) St. Waterloo, WI 53594
3. ADJOURN PUBLIC HEARING

PLAN COMMISSION REGULARLY SCHEDULED MEETING

- 1) CALL TO ORDER AND ROLL CALL
- 2) APPROVAL OF MEETING MINUTES: June 23, 2026 (July 28, 2026 – Cancelled)
- 3) CITIZEN INPUT (3-Minute Time Limit)
- 4) NEW BUSINESS
 - a. Resolution #2026-22 Vacate a portion of E. Polk (318) St., Waterloo, WI 53594
 - b. Highland Terrace Plat
 - c. Resolution #2026-46 Authorizing Execution of the Road to Road Dedication Acceptance and Municipal Services Payment Agreement with MV21, LLC.
- 5) FUTURE AGENDA ITEMS & ANNOUNCEMENTS
 - a. Next Meeting: September 22, 2026
- 6) ADJOURNMENT

Denise Knutson
Interim City Clerk

Members: Leisses, Quimby, Kuhl, Crosby, Chadwick, Empey & Renforth

Posted, Distributed & Emailed: 06/19/2026

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noted. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

PUBLIC HEARING NOTICE

City of Waterloo, Wisconsin

Notice of Public Hearing on Proposed Right-of-Way Vacation

Notice is hereby given that the **City of Waterloo Plan Commission** will hold a **Public Hearing** on:

August 25, 2026 at 6:00 PM

Waterloo Municipal Building – Council Chambers

136 North Monroe Street, Waterloo, WI 53594

The purpose of the hearing is to receive public comments regarding the **proposed abandonment (vacation) of a portion of public right-of-way** located adjacent to the property at:

318 E Polk Street, Waterloo, WI 53594

(290-0813-0822-071)

The area proposed for abandonment is a portion of the unimproved right-of-way that lies in front of the subject property. If approved, this action would vacate the City's interest in that section of right-of-way, and it may revert to the adjacent property owners in accordance with state law.

Interested parties are encouraged to attend the public hearing to provide input.

A map and description of the affected area are available for public inspection at City Hall during regular business hours.

Dated: 07/15/2026

Jeanne Ritter, City Clerk

City Clerk

From: Jeanne Ritter
Sent: Thursday, July 16, 2026 1:49 PM
To: HNG Classifieds - Mary Jo
Subject: Please publish in the Independent
Attachments: Public Hearing for Vacating Polk Street.docx

July 23 and 30, 2026.
August 6, 2026

Jeanne Ritter

City of Waterloo | Clerk/Deputy Treasurer
136 N Monroe St. Waterloo, WI 53594
920-478-3025 | jritter@waterloowi.us



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

Resolution 2026-21

A RESOLUTION RESCINDING RESOLUTION 2025-42 APPROVING THE ABANDONMENT (VACATION) OF A PORTION OF PUBLIC RIGHT-OF-WAY BETWEEN 318 E POLK ST to 214 and 224 WASHINGTON ST IN THE CITY OF WATERLOO

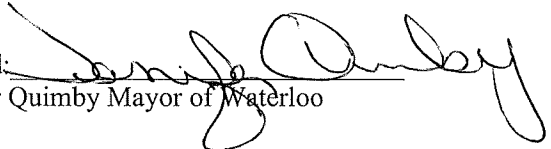
WHEREAS, by Resolution 2025-42 adopted on October 2, 2025 City Council approved the vacating of the public right-of-way between 318 E Polk St to 214 and 224 Washington St in the City of Waterloo; and

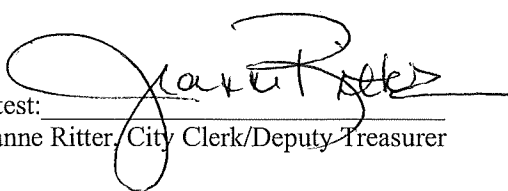
WHEREAS, the City Council now desires to rescind Resolution 2025-42 to correct steps to vacate Right-of-Way;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Waterloo, WI:

1. The Resolution 2025-42 adopted on October 2, 2025 is hereby rescinded and shall be of no further force or effect.
2. That all authority and direction granted is hereby rescinded and revoked.
3. That this Resolution shall take effect on the date of its adoption and shall not be retroactive.

ADOPTED this 7th day of May, 2026, by the City Council of the City of Waterloo, WI.

Signed: 
Jenifer Quimby Mayor of Waterloo

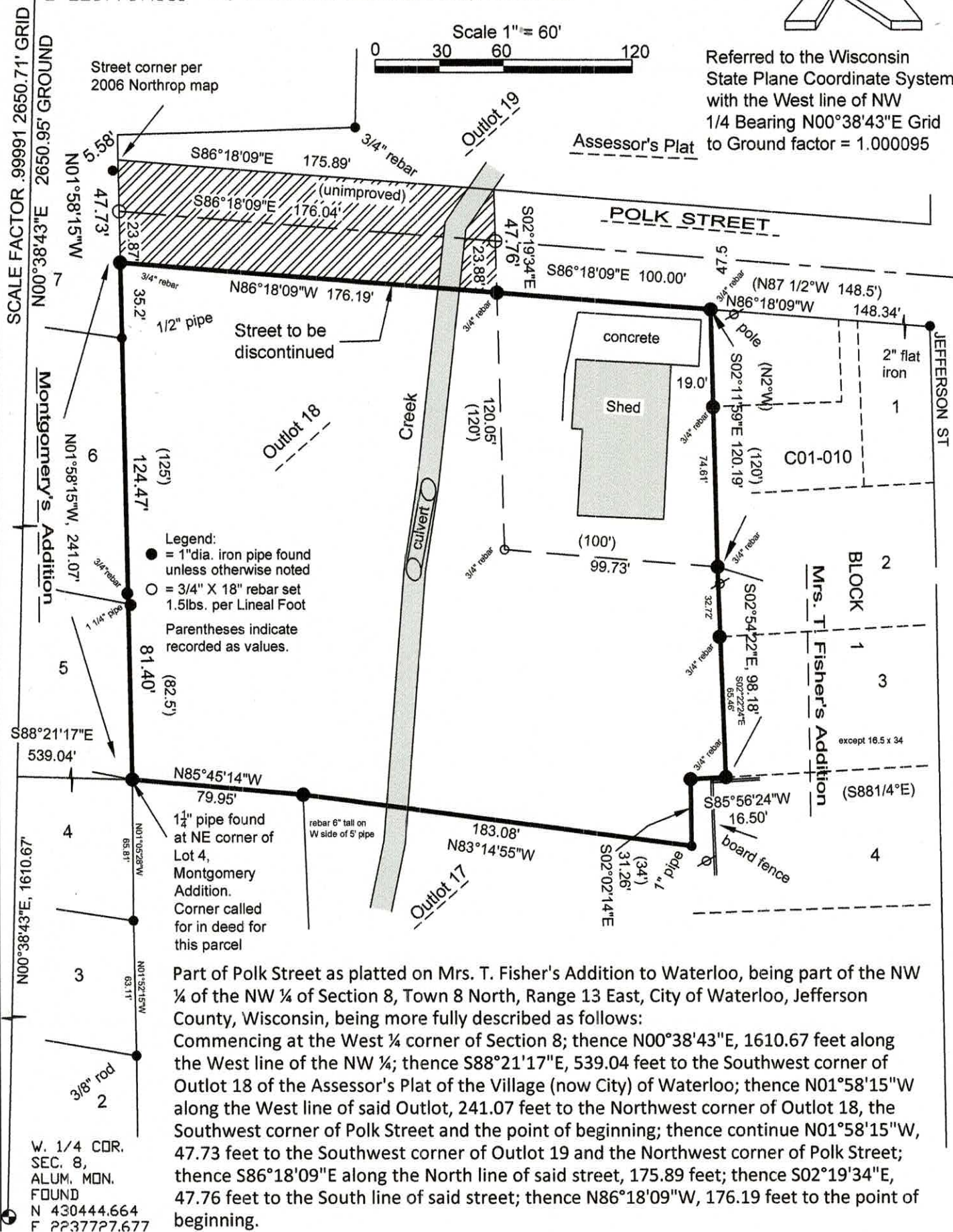
Attest: 
Jeanne Ritter, City Clerk/Deputy Treasurer

NW. COR.
SEC. 8,
ALUM. MON.
FOUND
N 433095.225
E 2237757.531

Part of Polk Street as platted on Mrs. T. Fisher's Addition to Waterloo, being part of the NW ¼ of the NW ¼ of Section 8, Town 8 North, Range 13 East, City of Waterloo, Jefferson County, Wisconsin.



Referred to the Wisconsin
State Plane Coordinate System
with the West line of NW
1/4 Bearing N00°38'43"E Grid
to Ground factor = 1.000095



DISCONTINUANCES

A GUIDE TO DISCONTINUING A PUBLIC STREET WITHIN RECORDED SUBDIVISION PLAT

Discontinuance initiated by the owners of the land fronting the street:

1. All of the owners of the land "fronting" on the portion of street to be discontinued must sign a "written petition" which will be submitted to the local unit of government; AND
2. Owners of more than 1/3 of the land fronting on the remainder of the street, within 2650 ft. in either direction from the portion to be discontinued, must also sign the petition.
3. The "written petition" is submitted to the local unit of government.
4. The local unit of government may pass a resolution discontinuing the street at a properly noticed meeting.

Discontinuance initiated by the local unit of government:

1. The local unit of government may "propose a resolution" to discontinue a street if they deem it in the "public interest" to do so.
2. A public hearing on the "proposed resolution" must be set not less than 40 days after the resolution is introduced.
3. The following noticing requirements must be met for the public hearing:
the notice must state when and where the resolution will be acted upon and must clearly show what platted street is proposed to be discontinued;
this notice must be published as a "Class 3 Notice"; and
in addition to the Class 3 Notice, at least 30 days prior to the public hearing, the owners of the land abutting the portion of street to be discontinued must be "served" in the same manner as required for the service of a summons.
when such "service" can't be made within the city, village or town, a copy of the notice must be mailed to the owner's last known address.
4. No discontinuance may be ordered if:
ANY owner abutting the street to be discontinued files a "written objection" with the local unit of government; OR
If owners of more than 1/3 of the land fronting on the remainder of the street, within 2650 ft. in either direction from the portion to be discontinued, file a "written objection" with the local unit of government.
5. At the properly noticed public meeting, the local unit of government votes on the resolution to discontinue the portion of platted street.
6. The discontinued right-of-way reverts to the original owner. If that can not be determined, then it is divided equally between the owners on either side of the centerline.

******* Contact the Corporation Counsel for filing proper Notice of Lis Pendens*******

City of Waterloo, Wisconsin
WATERLOO PLAN COMMISSION – Minutes June 23, 2026

PUBLIC HEARING

1. CALL PUBLIC HEARING TO ORDER 6 p.m.
2. PUBLIC COMMENTS ON
 - a. Home Occupation 106 Gregor St.
 - b. Home Occupation 838 E Madison St.
3. ADJOURN PUBLIC HEARING 6:23pm

PLAN COMMISSION REGULARLY SCHEDULED MEETING

- 1) CALL TO ORDER AND ROLL CALL Mayor Quimby called the regular meeting to order at 6:59 pm. Committee members present Quimby, Crosby, Leisses, C. Kuhl, Empey, Renforth and Chadwick. Absent none. Others in attendance Alder Thomas; Heather Herron, Joe Herron, Steve Parker, Sarah Dahlke, Shawn Vieth, Zastrow, N. Reynolds, L. Schneider, Duffek Construction, Keith Barnes, Noah, M. Brak and J Schuman.
- 2) OLD BUSINESS
 - a. Highland House (161 Goehl Rd) Site Plan with Carport Motion [Crosby/Renforth] VOICE VOTE: Motion carried.
- 3) NEW BUSINESS
 - a. Lush Blooms – Request for Home Occupation Permit. §385-10.2 Home occupation in Residential Districts. Motion to recommend to City Council. Cart must be kept in driveway. No wholesale purchases. Selling only what is grown on property. Seasonal [Leisses/Renforth] VOICE VOTE: Motion carried.
 - b. Red Bilt Flowers – Request for Home Occupation Permit §385-10.2 Home Occupation in Residential District. Motion to recommend to City Council. Cart must be kept in driveway. No wholesale purchases. Selling only what is grown on property. Seasonal [Crosby/Kuhl] VOICE VOTE: Motion carried.
 - c. Drumlin Field Apartments. N. Monroe/Clarkson Plan Review. Playground, utility, storm drains, lighting, and landscape to come. Motion to recommend to Council. [Leisses/Kuhl] VOICE VOTE: Motion carried.
- 4) FUTURE AGENDA ITEMS & ANNOUNCEMENTS
- 5) ADJOURNMENT Motion [Kuhl/Leisses] VOICE VOTE: Motion Carried. 6:59 pm

Jeanne Ritter, Clerk/Deputy Treasurer



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

RESOLUTION 2026-22

A RESOLUTION APPROVING THE ABANDONMENT (VACATION) OF A PORTION OF PUBLIC RIGHT-OF-WAY BETWEEN 318 E POLK ST to 255 JEFFERSON ST. IN THE CITY OF WATERLOO

WHEREAS, the City has received a request to abandon (vacate) a certain portion of public right-of-way described herein (City owned property cutting between 318 E Polk St. to 255 Jefferson St); and

WHEREAS, said portion of the public right-of-way is no longer needed for public purposes and it is in the best interest of the City to vacate and dispose of this portion; and

Now therefore, pursuant to notice published as required by law and a public hearing during Council, held on the matter, the City Council finds that the vacation of the right-of-way will not inconvenience the public and is necessary and proper for the orderly development of the City.

PASSED AND APPROVED this ____ day of _____, **2026**

Signed: _____

Dated _____

Jenifer Quimby, Mayor

Attest: _____

Dated: _____

Jeanne Ritter, City Clerk

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made between **WATERTOWN MEDICAL CENTER, LLC**, a Wisconsin limited liability company ("Grantor"), and **MV21, LLC**, a Wisconsin limited liability company ("Grantee"). Grantor quit claims to Grantee the real estate depicted in **EXHIBIT A** attached hereto and described in **EXHIBIT B** attached hereto, together with the rents, profits, fixtures and other appurtenant interests, in Jefferson County, State of Wisconsin.

This conveyance is made between the owners of adjoining property to adjust their common property line pursuant to Wis. Stat. sec. 236.45(2)(am)3. No new lots have been created.

[SIGNATURE PAGE FOLLOWS]

Name and Return Address:

Liam Conrad, Esq.
Reinhart Boerner Van Deuren s.c.
1000 N. Water St., Suite 1700
Milwaukee, WI 53202

Parcel Identification Number:

Part of 290-0813-0522-071

This is not homestead property.

IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to execute and deliver this Quit Claim Deed as of this 10th day of AUGUST, 2026.

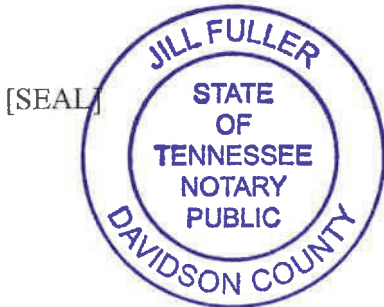
GRANTOR:

WATERTOWN MEDICAL CENTER, LLC,
a Wisconsin limited liability company

By: *Elmer Polite*
Name: Elmer Polite
Title: President - Division I

STATE OF Tennessee)
)ss.
COUNTY OF Davidson)

On this 10 day of August 2026 before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Elmer Polite in his/her capacity as President Division I of Watertown Medical Center, LLC and being duly sworn, acknowledged the execution of the foregoing instrument.



Jill Fuller
Notary Public, State of Tennessee
Print Name: Jill Fuller
My Commission Expires: 7/2/29

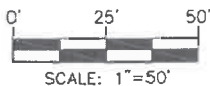
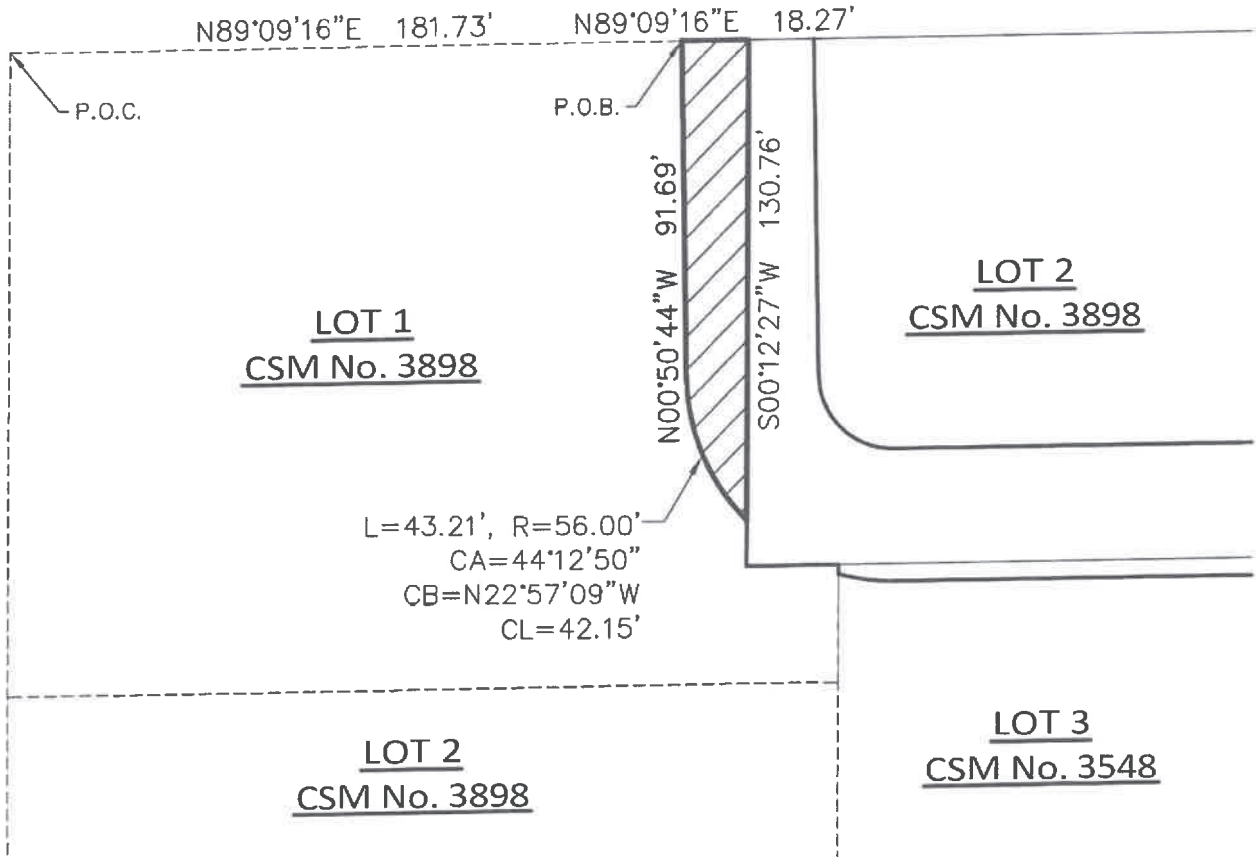
This Instrument Drafted By:
Liam Conrad, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

EXHIBIT "A"

A PART OF LOT ONE OF CERTIFIED SURVEY MAP NO. 3898, A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 5, ALL IN TOWN 8 NORTH, RANGE 13 EAST, CITY OF WATERLOO, JEFFERSON COUNTY, STATE OF WISCONSIN.

E. CLARKSON RD.

N. MONROE ST.



File: \\JSDINC\new projects\2025\2516161\DWG\Survey Sheets\Exhibits\2516161 West Exhibit.dwg Layout: 8.5x11port User: nick.companelli Plotted: May 27, 2026 - 3:02pm

JSD
 MILWAUKEE REGIONAL OFFICE
 W238 N1610 BOSSE ROAD, SUITE 300
 WAUKESHA, WISCONSIN 53188
 P. 262.513.0666

PROJECT:
**LOT 1 OF CSM No. 3898
 LAND CONVEYANCE**

SHEET TITLE:
EXHIBIT "A"

PROJECT NUMBER:
 25-16161
 DRAWN BY:
 NGC
 DATE:
 5/14/2026

SHEET NUMBER:
 1



Milwaukee Regional Office
W238 N1610 Busse Road, Suite 100
Waukesha, WI 53188
262.513.0666

Exhibit "B"

Lot 1 of Certified Survey Map No. 3898 Conveyed Land Legal Description:

A part of Lot 1 of Certified Survey Map No. 3898, being a part of the Northwest quarter (NW1/4) of the Northwest quarter (NW1/4) of Section 5, all in Township 8 North, Range 13 East, City of Waterloo, Jefferson County, State of Wisconsin, described more particularly as follows:

Commencing at the Northwest corner of said Lot 1;
thence North 89°09'16" East along the north line of Lot 1, aforesaid, 181.73 feet to the point of beginning of this description;
thence continuing North 89°09'16" East along said north line 18.27 feet to the easterly line of said Lot 1;
thence South 00°12'27" West along said easterly line 130.76 feet;
thence northeasterly 43.21 feet along the arc of a curve whose radius lies 56.00 feet to the east and whose chord bears North 22°57'09" West 42.15 feet;
thence North 00°50'44" West 91.69 feet to the point of beginning of this description.

Said conveyed land contains 2,038 square feet or 0.0468 acres of land, more or less.



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY

Plat Review

PO Box 1645, Madison WI 53701

E-mail: plat.review@wi.gov

<https://doa.wi.gov/platreview>

August 12, 2026

Daniel E. Bednar
JSD Professional Services, Inc. (Waukesha)
dan.bednar@jsdinc.com

FILE NO. 122583
Highland Terrace
City of Waterloo, Jefferson County

Dear Daniel E. Bednar:

You have submitted the preliminary plat of Highland Terrace for review. The Department of Administration does not object to this preliminary plat and certifies it as complying with the requirements of: s. 236.16, and s. 236.20 Wis. Stats.; the Jefferson County Planning Agency.

DEPARTMENT OF ADMINISTRATION COMMENTS:

We have examined and find that, with the exceptions noted below, this preliminary plat appears to conform with the applicable layout requirements of s. 236.16 and 236.20, Wis. Stats.

s. 236.16 (2) This section provides, in part, that no full street shall be less than 60' wide unless otherwise allowed by local ordinance. The right-of-way width of Highland Terrace is only 36' wide. Prior to our certification of the final plat, you must provide us with verification that City of Waterloo ordinance allows for the street width as shown.

s. 236.20 (2) (c) Boundary or centerline bearings/distances tied to an adjacent lot corner must be shown on the final plat for all easement boundaries that are not parallel with lot boundary lines.

COUNTY PLANNING AGENCY:

The Jefferson County Planning Agency is an objecting agency on this plat. On 07/30/2026 we transmitted copies to them for review. On 08/03/2026, we were notified that they do not object to this plat.

Per County review comments:

Under note 6, the word "waiver" is misspelled.

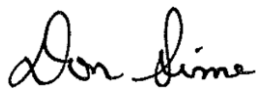
In the Surveyor's Certificate, in the 3rd line, replace "Dane County Code of Ordinances" with "Jefferson County Code of Ordinances, Chapter 16".

Local government units, during their review of the plat, will resolve, when applicable, that the plat:

- complies with local ordinances;
- conforms with areawide water quality management plans, if sewerage;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities.

If there are any questions concerning this review or preparation and submittal of the final plat, please contact our office as listed above.

Regards,

A handwritten signature in black ink, appearing to read "Don Sime". The signature is fluid and cursive, with the first name "Don" and last name "Sime" clearly distinguishable.

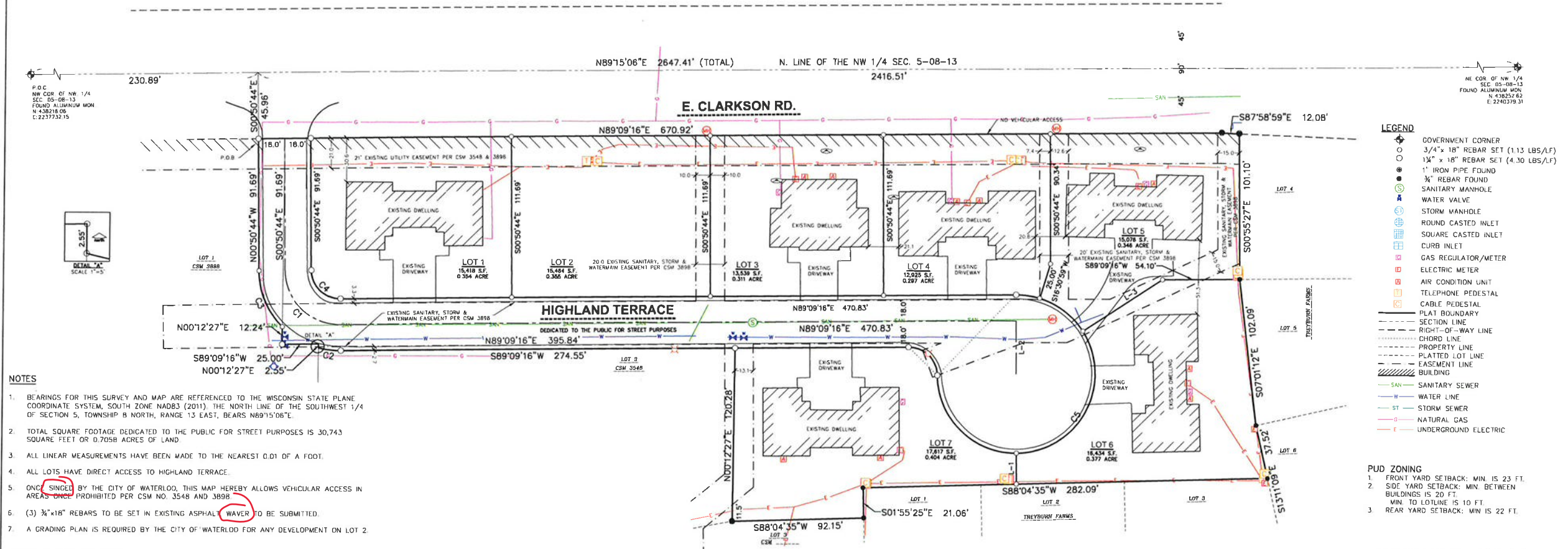
Don Sime, PLS
Plat Review

cc: Highland Terrace, Owner
Clerk, City of Waterloo
Jefferson County Planning Agency

PLAT RECEIVED FROM SURVEYOR ON 07/30/2026; REVIEWED ON 08/11/2026

HIGHLAND TERRACE

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6671, RECORDED AS DOCUMENT NO.1508583, A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3898, RECORDED AS DOCUMENT NO.1030181 AND A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3548, RECORDED AS DOCUMENT NO. 983360 ALL IN A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 13 EAST, CITY OF WATERLOO, JEFFERSON COUNTY, STATE OF WISCONSIN



NOTES

- BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83 (2011). THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 13 EAST, BEARS N89°15'06"E.
- TOTAL SQUARE FOOTAGE DEDICATED TO THE PUBLIC FOR STREET PURPOSES IS 30,743 SQUARE FEET OR 0.7058 ACRES OF LAND.
- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 0.01 OF A FOOT.
- ALL LOTS HAVE DIRECT ACCESS TO HIGHLAND TERRACE.
- ONCE SINGLED BY THE CITY OF WATERLOO, THIS MAP HEREBY ALLOWS VEHICULAR ACCESS IN AREAS ONCE PROHIBITED PER CSM NO. 3548 AND 3898.
- (3) 3/4"x18" REBARS TO BE SET IN EXISTING ASPHALT. WAIVER TO BE SUBMITTED.
- A GRADING PLAN IS REQUIRED BY THE CITY OF WATERLOO FOR ANY DEVELOPMENT ON LOT 2.

SURVEYOR'S CERTIFICATE

I, DANIEL E. BEDNAR, WISCONSIN PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND SUBDIVISION REGULATION OF THE DANE COUNTY CODE OF ORDINANCES, AND BY THE DIRECTION OF MV21, LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF HIGHLAND TERRACE IN THE CITY OF WATERLOO, JEFFERSON COUNTY, WISCONSIN, AND THAT SUCH PLAT IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF, DESCRIBED AS FOLLOWS:

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6671, RECORDED AS DOCUMENT NO.1508583, A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3898, RECORDED AS DOCUMENT NO.1030181 AND A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3548, RECORDED AS DOCUMENT NO. 983360 ALL IN A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 13 EAST, CITY OF WATERLOO, JEFFERSON COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE NORTH 89°15'06" EAST FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION 230.89 FEET; THENCE SOUTH 00°50'44" EAST 45.96 FEET TO THE SOUTH LINE OF EAST CLARKSON ROAD AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°09'16" EAST ALONG SAID SOUTH LINE 670.92 FEET; THENCE SOUTH 87°58'59" EAST ALONG SAID SOUTH LINE 12.08 FEET TO THE EAST LINE OF CERTIFIED SURVEY MAP NO. 6671; THENCE SOUTH 00°55'27" EAST ALONG SAID EAST LINE 101.10 FEET; THENCE SOUTH 07°01'12" EAST ALONG SAID EAST LINE 102.09 FEET; THENCE SOUTH 13°11'09" EAST ALONG SAID EAST LINE 37.52 FEET TO THE SOUTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 88°04'35" WEST ALONG SAID SOUTH LINE 282.09 FEET; THENCE SOUTH 01°55'25" EAST ALONG SAID SOUTH LINE 21.06 FEET; THENCE SOUTH 88°04'35" WEST ALONG SAID SOUTH LINE 92.15 FEET TO THE EAST LINE OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3548; THENCE NORTH 00°12'27" EAST ALONG SAID EAST LINE 120.28 FEET; THENCE SOUTH 89°09'16" WEST 274.55 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHWESTERLY 15.61 FEET ALONG THE ARC OF A CURVE WHOSE RADIUS LIES 56.00 FEET TO THE NORTHEAST AND WHOSE CHORD BEARS NORTH 82°51'35" WEST; 15.56 FEET TO THE EASTERLY LINE OF LOT 1 OF CERTIFIED SURVEY MAP 3898; THENCE NORTH 00°12'27" EAST ALONG SAID EASTERLY LINE 2.55 FEET; THENCE SOUTH 89°09'16" WEST ALONG SAID EASTERLY LINE 25.00 FEET; THENCE NORTH 00°12'27" EAST ALONG SAID EASTERLY LINE 12.24 FEET TO THE POINT OF BEGINNING OF A CURVE; THENCE NORTHWESTERLY 43.21 FEET ALONG THE ARC OF A CURVE WHOSE RADIUS LIES 56.00 FEET TO THE NORTHEAST AND WHOSE CHORD BEARS NORTH 22°57'09" WEST; 42.15 FEET; THENCE NORTH 00°50'44" WEST 91.69 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID DESCRIBED PARCEL OF LAND CONTAINS 137,214 SQUARE FEET OR 3.1500 ACRES.

DANIEL E. BEDNAR, S-2812
PROFESSIONAL LAND SURVEYOR

July 7, 2026

DATE

REV July 30, 2026

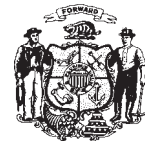


THIS INSTRUMENT WAS DRAFTED BY DANIEL E. BEDNAR

There are no objections to this PRELIMINARY PLAT with respect to the applicable provisions of s. 236.16 and 236.20, Wis. Stats., as provided by s. 236.11 and 236.12., Wis. Stats.

Certified **August 12, 2026**

Don Dime
Department of Administration



CURVE TABLE							
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	38.00'	90°00'00"	S45°30'44"E	53.74'	59.69'	N89°09'16"E	S00°50'44"E
C2	56.00'	15°58'19"	N82°51'35"W	15.56'	15.61'	S89°09'16"W	N74°52'25"W
C3	56.00'	44°12'50"	N22°57'09"W	42.15'	43.21'	N45°03'34"W	N00°50'44"W
C4	20.00'	90°00'00"	S45°50'44"E	28.28'	31.42'	S00°50'44"E	N89°09'16"E
C5	55.00'	269°14'10"	S43°46'21"W	78.30'	258.45'	N89°09'16"E	N01°36'34"W
C6	55.00'	89°14'10"	N46°13'39"W	77.26'	85.66'	N01°36'34"W	S89°09'16"W
C7	20.00'	89°14'10"	S46°13'39"E	28.10'	31.15'	N89°09'16"E	S01°36'34"E
C8	55.00'	17°21'43"	S82°09'52"E	16.60'	16.67'	S73°29'01"E	N89°09'16"E
C9	55.00'	40°10'52"	S53°23'35"E	37.79'	38.57'	S33°18'09"E	S73°29'01"E
C10	55.00'	122°27'25"	S27°55'34"W	96.42'	117.55'	S89°09'16"W	S33°18'09"E

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N00°50'44"W	21.46'
L-2	S00°50'44"E	37.00'
L-3	S56°41'51"W	66.10'



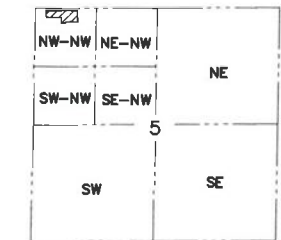
SCALE: 1"=40'

LEGEND

- GOVERNMENT CORNER
- 3/4" x 18" REBAR SET (1.13 LBS/LF)
- 1/4" x 18" REBAR SET (4.30 LBS/LF)
- 1" IRON PIPE FOUND
- 3/4" REBAR FOUND
- SANITARY MANHOLE
- WATER VALVE
- STORM MANHOLE
- ROUND CASTED INLET
- SQUARE CASTED INLET
- CURB INLET
- GAS REGULATOR/METER
- ELECTRIC METER
- AIR CONDITION UNIT
- TELEPHONE PEDESTAL
- CABLE PEDESTAL
- PLAT BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CHORD LINE
- PROPERTY LINE
- PLATTED LOT LINE
- EASEMENT LINE
- BUILDING
- SANITARY SEWER
- WATER LINE
- STORM SEWER
- NATURAL GAS
- UNDERGROUND ELECTRIC

PUD ZONING

- FRONT YARD SETBACK: MIN. IS 23 FT.
- SIDE YARD SETBACK: MIN. BETWEEN BUILDINGS IS 20 FT.
MIN. TO LOTLINE IS 10 FT.
- REAR YARD SETBACK: MIN. IS 22 FT.



LOCATION SKETCH
SECTION 5, T8N, R13E, JEFFERSON COUNTY

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

Certified _____, 20____

Department of Administration

SURVEYED FOR:

MV21, LLC
BY: ILLUMINUS
2979 TRIVERTON PIKE RD.
FITCHBURG, WI

SURVEYED BY:

JSD PROFESSIONAL SERVICES, INC.
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
(262) 513-0666

PROJECT LOCATION:
SECTION 5
TOWNSHIP 8 NORTH
RANGE 13 EAST
CITY OF WATERLOO
JEFFERSON COUNTY, WI



CREATE THE VISION. TELL THE STORY.
jsdinc.com

PRELIMINARY PLAT OF HIGHLAND TERRACE

PROJECT NO: 25-16161	SURVEYED BY: NTS	INITIAL SUBMITTAL DATE: JUNE 8, 2026
FIELDBOOK/PB: -	DRAWN BY: NGC	REVISION RESUBMITTAL DATE: -
		REVISION RESUBMITTAL DATE: -

SHEET 1 OF 1



136 North Monroe Street
Waterloo, Wisconsin 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021
www.waterloowi.us

RESOLUTION #2026-46

A RESOLUTION AUTHORIZING EXECUTION OF THE ROAD DEDICATION ACCEPTANCE AND MUNICIPAL SERVICES PAYMENT AGREEMENT WITH MV21, LLC

The Common Council of the City of Waterloo, Wisconsin, does hereby ordain as follows:

WHEREAS, MV21, LLC ("Property Owner") owns certain real property in the City of Waterloo, Wisconsin, as described in Exhibit A of the Agreement;

WHEREAS, the Property includes a private roadway known as Highland Terrace, serving a residential condominium development;

WHEREAS, the Property Owner desires to dedicate Highland Terrace, together with all related easements and rights-of-way, notwithstanding the minimum right-of-way widths established in 380-26 of the City Code, the public street right-of-way serving the development shall be 36-feet in width as shown on the approved PDD Specific Implementation Plan and Final Plat, to the City for public street purposes;

WHEREAS, the City has determined that acceptance of the Roadway will result in ongoing maintenance, repair, snow removal, administration, utility, and replacement obligations;

WHEREAS, the City is willing to accept dedication of the Roadway subject to the terms and conditions set forth in the Road Dedication, Acceptance, and Municipal Services Payment Agreement ("Agreement");

WHEREAS, the Agreement establishes a mechanism for compensating the City for its acceptance and assumption of responsibility for the Roadway until all units and/or lots benefited by the Roadway are subject to ordinary municipal property taxation;

WHEREAS, the Agreement has been reviewed and is deemed to be in the best interests of the City;

THEREFORE, BE IT RESOLVED, the City Council of the City of Waterloo, Wisconsin, hereby approves the Road Dedication, Acceptance, and Municipal Services Payment Agreement between the City of Waterloo and MV21, LLC, substantially in the form attached hereto.

PASSES AND ADOPTED this ____ day of ____ 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Planning Commission

ROAD DEDICATION, ACCEPTANCE, AND MUNICIPAL SERVICES PAYMENT AGREEMENT

This Road Dedication, Acceptance, and Municipal Services Payment Agreement ("Agreement") is entered into as of _____, 2026, by and between the City of Waterloo, a Wisconsin municipal corporation with a principal office address of 136 N. Monroe Street, Waterloo, Wisconsin 53594 ("City"), and MV21, LLC, a Wisconsin limited liability company with a principal office address of 1045 Hill Street, Watertown, Wisconsin 53098 ("Property Owner"). The City and Property Owner may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Property Owner owns certain real property located in Waterloo, Wisconsin, as more specifically described in Exhibit A attached hereto (the "Property");

WHEREAS, the Property includes a private roadway known as Highland Terrace (the "Roadway"), which serves a residential condominium development located on the Property;

WHEREAS, Property Owner desires to dedicate the Roadway, together with all related easements and rights-of-way, to the City for public street purposes;

WHEREAS, the City has no obligation to accept dedication of the Roadway as a public street and has determined that acceptance of the Roadway as a public street will result in ongoing maintenance, repair, snow removal, administration, utility, and replacement obligations;

WHEREAS, the Property is presently exempt, in whole or in part, from general property taxation;

WHEREAS, Property Owner is in the process of selling six duplex units and one vacant lot, all located within the Property to third parties and does not anticipate that any such third-party purchasers of any lot and/or unit will use or permit the use of such lot or unit in a manner that would render such lot or unit exempt from property taxes pursuant to applicable Wisconsin Statutes;

WHEREAS, the City is willing to accept dedication of the Roadway for public street purposes subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties desire to establish a mechanism for compensating the City for its acceptance of the dedication of the Roadway and assumption of responsibility for the Roadway until all units and/or lots benefited by the Roadway are subject to ordinary municipal property taxation;

WHEREAS, this Agreement has been authorized by the Common Council of the City of Waterloo pursuant to Wis. Stat. § 62.11(5) by Resolution No. _____ adopted on _____, 2026;

NOW, THEREFORE, the Parties hereto state and agree as follows:

I. INCORPORATION. The Recitals articulated above are incorporated herein by reference and made a part of this Agreement.

II. CONVEYANCE OF ROADWAY. Property Owner hereby conveys to the City for public street purposes the Roadway described in Exhibit B hereto, by warranty deed in recordable form and free and clear of all liens, encumbrances, and exceptions except for the Permitted Exceptions (as defined below). The City shall accept the dedication only upon (i) satisfaction of all conditions contained in this Agreement and (ii) adoption of a resolution by the Common Council formally accepting the dedication of the Roadway. No occupancy, use, maintenance, or acknowledgment by the City prior to such formal resolution shall be construed as an acceptance of the Roadway.

If a certified survey map is required to create and convey the Roadway as described in Exhibit B to the City, Property Owner shall pay for all costs related to the establishment of the parcel for conveyance.

III. MAINTENANCE OF ROADWAY. Upon acceptance of the Roadway, (i) the City will assume all responsibility for ongoing maintenance of the Roadway, including all improvements and snow and ice removal, and (ii) Property Owner will have no responsibility or obligations with respect to the Roadway.

IV. TITLE INSURANCE. Prior to acceptance, Property Owner shall, at Property Owner's sole cost and expense deliver to the City an ALTA owner's title insurance commitment. The City shall have five business (5) days after receipt of said commitment to object to any exceptions to title which are not acceptable to the City. Property Owner shall have five business (5) days after receipt of said objections to either (1) agree to cure such objections, or (2) decline to cure such objections. If Property Owner fails to respond to the City's objections, Property Owner shall be deemed to decline to cure such objections. If Property Owner declines to cure such objections (or is deemed to decline to cure such objections), the City shall have five (5) business days to either (i) terminate this Agreement; or (ii) waive its objections. If the City fails to respond, the City shall be deemed to have waived its objections. As used herein, the term "Permitted Exceptions" shall mean those exceptions to title listed on the title commitment that are either (a) not objected to (or said objection is waived) by the City, or (b) agreed to be cured by Property Owner. At closing, Property Owner shall, at Property Owner's sole cost and expense, deliver to the City an ALTA owner's policy insuring the City's fee interest in the Roadway in the full value thereof, subject only to the Permitted Exceptions.

V. MUNICIPAL SERVICES PAYMENT. On September 1, 2026, Property Owner shall pay the City the sum of \$13,400.00 ("Annual Municipal Services Payment"). Then annually thereafter, until Property Owner's obligation to make the Annual Municipal Services Payment is terminated, Property Owner shall pay to the City an Annual Municipal Services Payment, provided the amount of such Annual Municipal Services Payment may be adjusted as set forth in Section VI below.

Except for the initial Annual Municipal Services Payment made on September 1, 2026, Property Owner shall make the Annual Municipal Services Payment to the City by January 31 of each calendar year. Every Annual Municipal Services Payment made after the initial Annual Municipal Services Payment shall increase by five percent (5%). For the avoidance of doubt, the Annual Municipal Services Payment the Property Owner is required to pay by January 31, 2027, shall be in an amount of \$14,070.00.

The Parties acknowledge and agree that the Annual Municipal Services Payment is contractual consideration and is not a tax, special assessment, or special charge; provided, however, that any delinquent

Annual Municipal Services Payment and any interest, penalty, or collection costs thereon shall be collectible as a special charge as provided in Section X.

VI. TERMINATION OF OBLIGATION. Property Owner's obligation to make the Annual Municipal Services Payment shall be terminated upon the later of January 31, 2027, or when all of the units and/or lots accessible by the Roadway are sold to persons or entities whose ownership or use will not maintain the Property (or any portion thereof) as exempt in whole or in part from general property taxation. For avoidance of doubt, (i) the units and/or lots accessible by the Roadway consist of six duplex units and one vacant lot all within Tax Key No. 290-0831-0522-070 and (ii) the Property Owner must make the Annual Municipal Services Payments in the amount of \$13,400.00 on September 1, 2026, and in the amount of \$14,070.00 in January 2027, prior to the Property Owner's obligation to make Annual Municipal Services Payments being terminated hereunder. If all of the lots and units are not sold by December 31, 2027, each Annual Municipal Services Payments due thereafter shall be reduced pro rata by one-sixth (1/6th) for each duplex unit benefited by the Roadway that is placed on the general property tax roll during the year for which an Annual Municipal Services Payment is due. If additional duplex units are added to the Property during the term of this Agreement, then the Annual Municipal Services Payment would be reduced pro rata by one divided by the number of duplex units (1 / # of units) then benefited by the Roadway and placed on the general property tax roll. The Parties agree that all duplex units existing on the Property at the time of the Agreement (and any additional condominium units or dwelling units later constructed on, added to, or created within the Property during the term of this Agreement) are benefited by the Roadway.

VII. ASSIGNMENT; SUCCESSOR VETTING. Property Owner shall not assign this Agreement without the express written consent of the City. Property Owner shall not, to the Property Owner's knowledge, convey the Property or any duplex unit or portion thereof, to any person or entity whose ownership or use will maintain the Property (or any portion thereof) as exempt in whole or in part from general property taxation.

VIII. DEFAULT. Any party's failure to pay or perform any obligation under this Agreement constitutes a default. The non-defaulting party shall provide written notice of default to the party in default and a 30-day opportunity to cure the default. Failure to timely cure the default by the Property Owner shall entitle the City, at its option and without further notice, to invoke any remedy under this Agreement or otherwise available at law or in equity.

IX. INTEREST AND COLLECTION COSTS. Any delinquent payment of the Annual Municipal Services Payment shall accrue interest at the rate of one half of one percent (0.5%) per month (six percent (6%) per annum), compounded monthly. Property Owner shall reimburse the City for any and all collection costs, including reasonable attorney fees, expert fees, and court costs.

X. SPECIAL CHARGE CONSENT. To the fullest extent permitted by Wisconsin law, Property Owner expressly consents to the City's use of any lawful special charge (including a special charge under Wis. Stat. § 66.0627), special assessment (including under Wis. Stat. § 66.0703), tax roll placement procedure including placement on the tax roll pursuant to Wis. Stat. § 66.0627(4), collectible in the same manner and with the same lien priority as delinquent real property taxes under Wis. Stat. chs. 74 and 75, or other lawful

collection mechanism to secure payment of any unpaid amount due under this Agreement including delinquent Annual Municipal Services Payments, interest, penalty, and collection costs under Section X,. Property Owner, for itself and its successors and assigns, expressly waives any procedural objection to the imposition of any such special charge or the placement of any such charge on the tax roll, including any objection to notice, hearing, benefit, or apportionment beyond what is required by statute.

XI. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Wisconsin. The exclusive venue for any action arising under or relating to this Agreement shall be the Jefferson County Circuit Court.

XII. MISCELLANEOUS.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written understandings.

b. Amendment. This Agreement may be amended only by a writing signed by both Parties. Any amendment on behalf of the City shall require authorization by resolution of the Common Council.

c. Waiver. No delay or omission by any Party to exercise any right hereunder shall impair such right or be construed as a waiver thereof. A waiver on one occasion shall not be construed as a waiver on any subsequent occasion.

d. Force Majeure. Performance of any Party's non-monetary obligations hereunder shall be excused to the extent hindered or prevented by acts of God, fires, storms, or other causes beyond such Party's reasonable control; provided, however, that no monetary obligation under this Agreement including any Annual Municipal Services Payment or any interest, penalty, or collection cost thereon shall be excused, suspended, or delayed by any force majeure event.

e. Notices. Notices under this Agreement shall be given in writing and shall be deemed given (i) upon deposit in the U.S. mail, certified or registered, postage prepaid; (ii) upon confirmed delivery by nationally recognized overnight courier; or (iii) upon confirmed transmission by email, in each case addressed to the Parties at the addresses set forth in the preamble, with a required copy of any notice to the City sent to the City Attorney via email at cnelson@axley.com.

f. Public Records. Property Owner acknowledges that this Agreement and all records submitted to the City hereunder are public records subject to Wis. Stat. §§ 19.31–19.39.

g. Authority. Each signatory represents and warrants that he or she has full authority to bind the Party on whose behalf he or she signs, and that all corporate, organizational, and municipal actions necessary to authorize this Agreement have been duly taken.

h. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable and to preserve the Parties' intent.

i. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered by PDF or other electronic means shall be as effective as original signatures.

j. Headings. Headings are for convenience only and shall not affect construction.

DATED: _____

MV21, LLC

By: _____

Its: _____

STATE OF WISCONSIN)

) ss.

_____ COUNTY)

Personally came before me this ____ day of _____, 2026, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of MV21, LLC.

Notary Public, State of Wisconsin.

My commission expires: _____.

DATED: _____

CITY OF WATERLOO

Jenifer Quimby, Mayor

Attest:

Denise Knutson, Interim City Clerk

STATE OF WISCONSIN)

) ss.

JEFFERSON COUNTY)

Personally came before me this ____ day of _____, 2026, the above-named Jenifer Quimby and Denise Knutson, to me known to be the Mayor and Interim City Clerk of the City of Waterloo, who executed the foregoing instrument on behalf of the City and acknowledged the same.

Notary Public, State of Wisconsin.

My commission expires: _____.

EXHIBIT A

Legal Description of the Property

Lot 2 of Certified Survey Map No. 3548 in Volume 16 of Certified Surveys, on Pages 96-97 as Document No. 983360, being a part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 8 North, Range 13 East, City of Waterloo, Jefferson County, Wisconsin.

Parcel ID No.: 290-0813-0522-070

EXHIBIT B

Legal Description of the Roadway

[To be finalized and inserted]