



SIGN FASCIA IS TO:  
1) HAVE AN APPROPRIATE SUBSTRATE FOR SIGN INSTALLATION.  
2) BE CLEAR OF JOINTS AND REVEALS BEHIND SIGN.  
3) HAVE AN ENCLOSED, REAR ACCESS. INSTALLATION WORK AREA BEHIND SIGN (DETAIL 3/A3.0 FOR PRIMARY FEATURE). ARCHITECT OF RECORD MUST OBTAIN ACCEPTANCE OF PROPOSED CONFIGURATION FROM ROSS SIGN CONSULTANT.

**COLOR LEGEND BY LRV%** (LRV % = LIGHT REFLECTIVE VALUE)

THESE COLORS ARE BASED ON THE SHERWIN-WILLIAMS INTERIOR COLOR DECK. THEY REPRESENT TONE AND VALUE BY LRV % ONLY. ACTUAL LRV IS AFFECTED BY THE SURFACE APPLICATION AND TEXTURE. HEAVY TEXTURE SURFACES MUST BE LIGHTENED TO GIVE EQUIVALENT LRV LEVELS. EIFS TEXTURE TO MATCH 130 STOLIT 1.0 UNLESS OTHERWISE NOTED.

NO.	COLOR NAME	SW NUMBER	STRIP	LRV%
1	DOVER WHITE	SW 6385	C	83%
2	TATAMI TAN	SW 6116	17	30%

**COLORS:**

R1	BLUE IDENTITY BANDS: TK PRODUCTS "TK 6010-40" COLOR PMS 300 "ROSS BLUE" MATTE FINISH LATEX PAINT OVER SMOOTH SURFACE EIFS SUBSTRATE TO PROVIDE A SMOOTH AND UNIFORM APPEARANCE; RECESSED 1"; SOURCE: TK PRODUCTS; ATTENTION: MIKE BOULKA; PHONE: 1-800-441-2129; EMAIL: MBOULKA@TKPRODUCTS.COM
R3	LOWER WALL & BASE ARCHITECTURAL SPLIT FACE CMU
R4	CAST STONE CAP









March 28, 2018

City of Lake Geneva  
Building & Zoning Administrator  
Mr. Fred Walling  
626 Geneva Street  
Lake Geneva, WI 53147

**Re: Site plan review - Parcels # ZGBC 00001A, ZGBC 00001 (751 Geneva Parkway), ZGBC 00002 (753 Geneva Parkway) and ZLGBP 00002 in the City of Lake Geneva, WI.**

On behalf of the development team, we are submitting this letter of intent for a commercial development and redevelopment, to occur on the above mentioned parcels, located on the northwest corner of N. Edwards Blvd and Geneva Parkway, Lake Geneva, WI.

#### **Development Team**

**Developer:**

Core Commercial, Inc.  
Kim Pischke  
P.O. Box 1154  
Appleton, WI 54912  
920-205-9505  
[kimp@corewis.com](mailto:kimp@corewis.com)

**General Contractor:**

MJI Building Services  
Mark Ihlenfeldt  
5017 Applebend Drive  
Appleton, WI 54913  
920-422-0015  
[mark@buildwithmji.com](mailto:mark@buildwithmji.com)

**Architect:**

Sketchworks Architecture, LLC  
Steve Shulfer  
7780 Elmwood Avenue, Suite 208  
Middleton, WI 53562  
608-836-7570  
[sshulfer@sketchworksarch.com](mailto:sshulfer@sketchworksarch.com)

**Civil Engineer:**

Cardinal Engineering  
Ryan Cardinal  
N6786 Avataia Trail  
Elkhorn, WI 53121  
262-379-0270  
[ryan@cardinalengineering.com](mailto:ryan@cardinalengineering.com)

**Landscape Architect:**

Jeff Delaura, RLA  
801 Bear Claw Way  
Madison, WI 53717  
608-334-7949  
[jeffreydelaura@gmail.com](mailto:jeffreydelaura@gmail.com)



## **Subject Properties:**

Parcels totaling 5.59 acres:

- Lot 1:** 1.54 acres – 751 Geneva Parkway, Lake Geneva, WI 53147  
*(existing office building to remain)*
- Lot 2:** 1.51 acres – 753 Geneva Parkway, Lake Geneva, WI 53147  
*(existing office building to be removed and new 13,915 square foot building constructed)*
- Lot 3:** 2.54 acres – Vacant land to be developed for a 22,000 square foot building

Current Zoning:

- Planned Business – 2.54 acres, 22,000 SF (Building #1), Lot 3
- Planned Business – 1.51 acres, 13,915 SF (Building #2), Lot 2
- Planned Industrial – 1.54 acres, 751 Geneva Parkway, Lake Geneva, WI, Lot 1

Proposed CSM and Land Division Application have been submitted along with this submittal.

## **Project Description:**

The proposed project consists of razing the existing, vacant office building located at 753 Geneva Parkway, Lake Geneva, WI, relocating and centralizing the parking for the existing office building located at 751 Geneva Parkway and constructing two new commercial buildings with each building located on a separate parcel.

Cross access and cross parking for all three buildings and the existing Walmart development will provide safe, efficient traffic flow between properties for customers, employees and emergency vehicles and the general public.

Lot #1, 751 Geneva Parkway (Keefe Real Estate) will remain “as is” with the exception of the relocation of the current row of parking on the north side of the building

Lot #2, Building #2 will be a single-occupant, up to 13,915 square foot building for a retail, office or medical user. The final Tenancy for this building is TBD.

Lot #3, Building #1 will be a single-occupant, 22,000 square foot retail building for Ross Dress for Less, the anchor tenant for the proposed development.

Buildings heights are shown on the attached drawings, and are approximately 42’ tall to the canopy parapet of building # 1 and 31’ to the parapet of building #2.



The development with its proposed mix of retail, office and medical users is a suitable fit within the overall landscape along Edwards Blvd, which includes the Walmart anchored development immediately to the north and northwest, medical immediately to the south and office to the south and east.

In addition, the existing retail along the Edwards Blvd/Hwy 120 corridor and the retail component proposed with our development mirrors the Lake Geneva Commons business park with retail proposed along the entire perimeter of the business park and adjacent to the north and east. While our development will be removed from the Lake Geneva Business Park and it is on a much smaller scale, our retail development and proximity to the business park is the same that the Lake Geneva Economic Development Corporation is marketing for their new business park.

Materials will be decorative concrete masonry units (CMU) to 6' tall minimum on building #1, and same on building #2 where in proximity to pedestrian contact. A field of horizontal ribbed metal panel and EIFS will be used. Decorative piers, sign bands, and glazing will comprise each building.

Serving the site will be surface parking for 180 vehicles, as well as bicycle parking for approximately 10 bicycles.

Access to the site is gained from the north, via a modification/relocation of the existing cross-access easement with Walmart, east of the current location, to align with the west access drive serving Walmart. From the south, the current driveway for 751 Geneva Parkway will remain and a cross-access easement will be created between properties. Truck deliveries will access the site from Geneva Parkway at the proposed access drive shown adjacent to the east property line.

Pedestrian access is gained via a new sidewalk and bike path entering the site from Edwards Boulevard, as well as from the existing shared sidewalk on Walmart property.

Underground storm water management, designed per code, will treat runoff and store storm water flow from the site (refer to civil engineering documents for additional design criteria).

### **Organizational Structure:**

The existing cross access agreement with Walmart will be amended. There will be a cross access and cross parking agreement between proposed the three newly created lots.

### **Signage:**

Two monument signs are proposed for the site, one for each building, located on the each proposed lots.



**Site Lighting:**

Site lighting will be provided in accordance with City ordinance.

Parking lot lighting will be accommodated via pole-mounted LED cut-off style area lighting fixtures on poles 20 feet in height. Building, entry/exit, and sidewalk lighting will be accommodated by building-mounted LED wall-pack fixtures of a cut-off / down-light style. Entry canopies will have recessed LED can lights to illuminate entry points.

A full photometric diagram of the site lighting design is included.

**Landscaping:**

The landscape plan is provided herein, meeting the City landscape ordinance.

The existing office building, to be located on Lot 1, will remain with sufficient landscape and greenspace as required per code.

As our team has been working with City staff for two years on this project, we believe the process and site requirements have been thoroughly vetted. We are seeking both site plan approval and CSM/Land Division approval for this development within the Planned Business zoning.

Thank you for your consideration in your review of this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Shulfer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Steve Shulfer, AIA.  
Sketchworks Architecture, LLC



## **Ross Dress for Less Commercial Development**

**City of Lake Geneva  
Walworth County  
Wisconsin**

### **Stormwater Management Report**

Prepared By:

**Cardinal Engineering LLC  
N6786 Avataia Trail  
Elkhorn, WI 53121  
262-757-8776**

1/26/18

Storm Sewer Calcs and Maint. Agreement Updated 3/28/18

262-757-8776  
WALWORTH COUNTY, WISCONSIN  
WWW.CARDINALENGINEERINGWI.COM

January 2018

ROSS DRESS FOR LESS

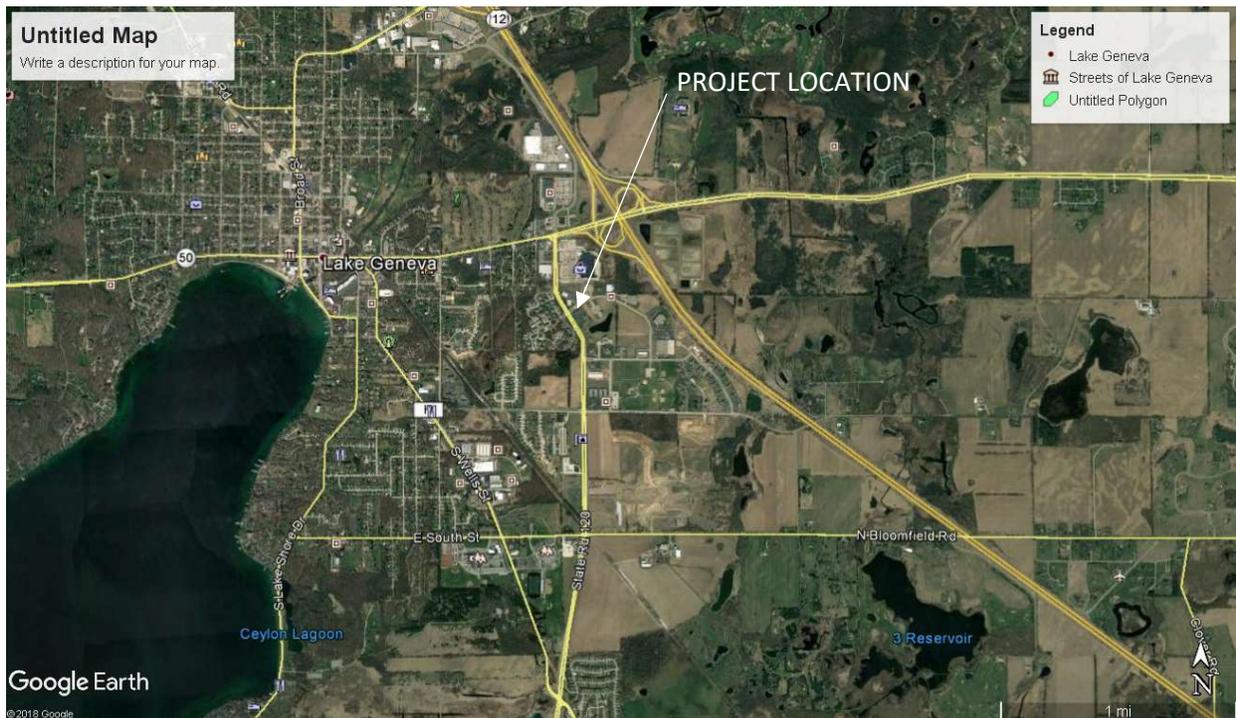
RETAIL DEVELOPMENT

PROJECT NARRATIVE

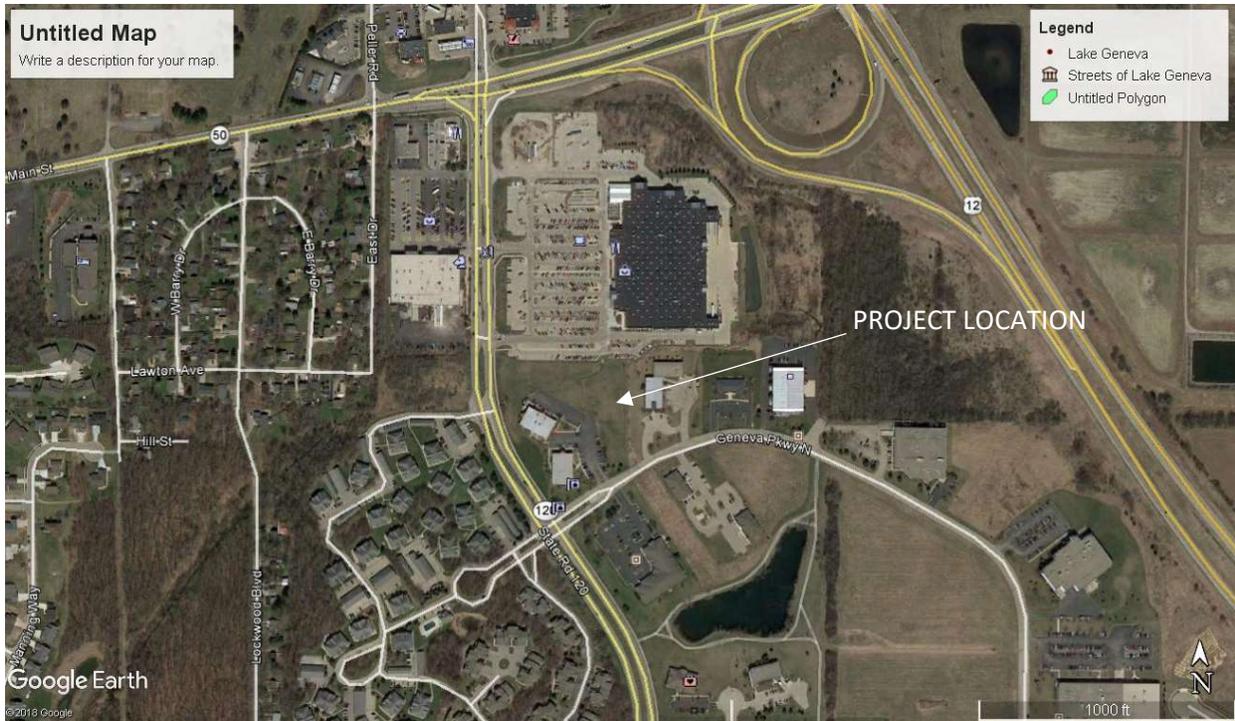
**Location**

The subject property is located as follows. Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 2 North, Range 18 East in the City of Lake Geneva, Walworth County, Wisconsin. The development is located on the northeast corner of Geneva Parkway and S Edwards Blvd.

**Site Location Maps**



Site Area Overview



Zoomed Site Area Overview

## **PROJECT NARRATIVE**

The property is in the City of Lake Geneva. The parcel is part of the Geneva Business Center, with existing office buildings and pavement. This parcel was originally developed under plans from American Surveying Company, Inc. dated 1995 that included a total of 5 office buildings. The site was designed with stormwater drainage to the northeast, including a stormwater easement for runoff from Edwards Blvd. These plans are to specifically redevelop the site into commercial retail space.

As part of this project, a CSM will be completed leaving one building under it's own parcel and TAX ID, being the Keefe Real Estate office building. The existing building to the Northwest will be razed and redeveloped into commercial space.

The intent of the stormwater management plan is to allow the stormwater to continue being discharged to the wetlands east of Walmart, after undergoing quantity and quality treatment. The portion of the site that is staying as "Keefe Real Estate" will be shown as a straight "pass-through" as that is not being disturbed as part of this project. The portion of the site that is being redeveloped is shown as weighted average in requirements that differ between new and redevelopment.

Below is a summary of the proposed disturbances and development of the site

Total Site: 5.59 acres

Proposed Parcel 1: 1.50 acres (Existing Keefe Real Estate Office)

Parcel 1 Greenspace: 48.86%

Proposed Parcel 2: 4.09 acres (Proposed Commercial Retail)

Parcel 2 Greenspace: 25.12%

Total Area of Disturbance: 4.83 acres

Predeveloped Impervious Surfaces: 1.51 acres (Total Site)

Predeveloped Impervious Surface Undisturbed: 0.54 acres (Keefe Site)

Predeveloped Impervious being redeveloped: 0.97 acres (Proposed Commercial Retail)

## **STORM WATER NARRATIVE**

### Existing Soils

A review of the NRCS Soil Survey indicated the existing soils of this project to be CyA (Conover silt loam, 1 to 3 percent slopes), MpB (McHenry silt loam, 2 to 6 percent slopes), and MxC2 (Miami loam, sandy loam substratum). The soils have a hydrologic soil group C/D, B, and B rating, per previously listed soils. **To be conservative, the entire site was modeled as a hydrologic soil group B, which per Lake Geneva Ordinance, has a Pre-Development Curve number of 61.**

### Regulatory Requirements

This project is required to conform to Chapter 78, Article 3, § 247(i) of the Lake Geneva Municipal Code, along with WDNR NR216 and NR151. In addition to the Notice of Intent required with 1-acre of disturbance, the site will be required to achieve a weighted average of 40% reduction in TSS runoff due to the redevelopment of the site and 80% reduction of new development. The site is designed to release at the same or less of the 1, 2, 10, and 100 year 24-hour storm events.

### Erosion Control Best Management Practices

Practices are shown to protect the existing and proposed development features. Silt fence is shown in areas that are downslope and before discharging off-site. A tracking pad is to be installed at the entrance of the site as to avoid tracking of solids offsite. All erosion control measures are to be monitored and maintained per current standards.

### Post-Construction Stormwater Management

The site is designed to collect in several areas through a series of storm sewer piping, and then discharge into an underground stormwater treatment device. This device handles stormwater quantity release rates and water quality improvements.

262-757-8776

WALWORTH COUNTY, WISCONSIN

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The site was designed to maintain predevelopment rates, as per the Lake Geneva ordinance. The two ponds are detailed below:

*Pre-Development, 24-hour Discharge rates*

1-year: 1.76 CFS  
 2-year: 2.77 CFS  
 10-year: 6.88 CFS  
 100-year: 16.32 CFS

*Total Proposed Stormwater Discharge*

Underground Storage:

Normal Water Level: 873.00  
 6.5" Vertical Orifice: 873.00  
 Weir Wall: 877.20

*Total Discharge Rate Summary*

The below summary includes the entire site, with some uncaptured discharge, see enclosed HydroCAD model for details.

Event	Predevelopment	Total Post Rate	Underground Storage	
			Rate (CFS)	Max Height
1	1.76	1.36	1.33	875.23
2	2.77	1.50	1.45	875.61
10	6.88	2.12	1.80	876.86
100	16.32	15.87	15.15	877.98

*Water Quality Summary*

The site being partially redevelopment, a weighted average of 80% for new development and 40% for redevelopment was utilized.

0.97 acres @ 40% TSS Reduction for Redevelopment  
 3.86 acres @ 80% TSS Reduction for New Development  
 Weighted Average Requirement = **71.97 TSS Reduction required for this Site**

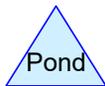
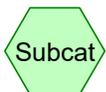
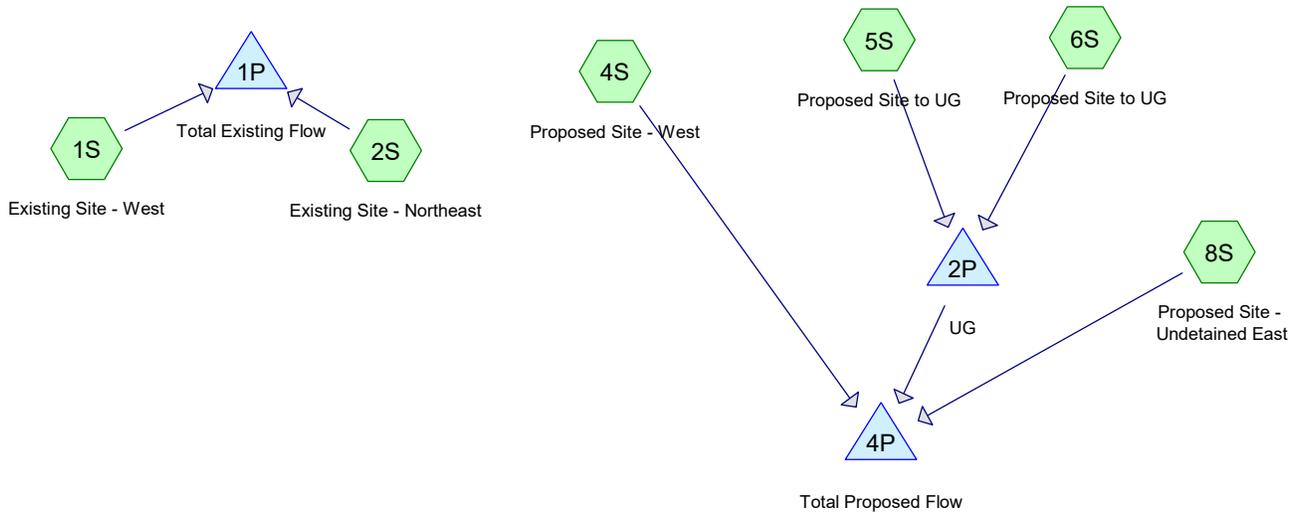
The enclosed WinSLAMM Model shows the **proposed system provides 72.43% TSS Reduction**. This meets required water quality standards.

No additional impervious surfaces were included for any future work on this site

## Section 2

# HydroCAD Predevelopment and Post-Construction Report





**Routing Diagram for Ross Development ALL UG**  
 Prepared by Cardinal Engineering LLC, Printed 2/12/2018  
 HydroCAD® 10.00-20 s/n 10123 © 2017 HydroCAD Software Solutions LLC

# Ross Development ALL UG

Prepared by Cardinal Engineering LLC

HydroCAD® 10.00-20 s/n 10123 © 2017 HydroCAD Software Solutions LLC

Printed 2/12/2018

Page 2

## Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
5.020	61	>75% Grass cover, Good, HSG B (1S, 2S, 4S, 5S, 6S, 8S)
3.226	98	Paved parking, HSG B (1S, 2S, 5S, 6S)
1.078	98	Roofs, HSG B (2S, 5S, 6S)
0.345	98	Walks, HSG B (1S, 2S, 4S, 5S, 6S)
<b>9.669</b>	<b>79</b>	<b>TOTAL AREA</b>

# Ross Development ALL UG

Prepared by Cardinal Engineering LLC

HydroCAD® 10.00-20 s/n 10123 © 2017 HydroCAD Software Solutions LLC

Printed 2/12/2018

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## Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
9.669	HSG B	1S, 2S, 4S, 5S, 6S, 8S
0.000	HSG C	
0.000	HSG D	
0.000	Other	
<b>9.669</b>		<b>TOTAL AREA</b>

**Ross Development ALL UG**

Prepared by Cardinal Engineering LLC

HydroCAD® 10.00-20 s/n 10123 © 2017 HydroCAD Software Solutions LLC

Printed 2/12/2018

Page 4

**Ground Covers (all nodes)**

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	5.020	0.000	0.000	0.000	5.020	>75% Grass cover, Good	1S, 2S, 4S, 5S, 6S, 8S
0.000	3.226	0.000	0.000	0.000	3.226	Paved parking	1S, 2S, 5S, 6S
0.000	1.078	0.000	0.000	0.000	1.078	Roofs	2S, 5S, 6S
0.000	0.345	0.000	0.000	0.000	0.345	Walks	1S, 2S, 4S, 5S, 6S
<b>0.000</b>	<b>9.669</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>9.669</b>	<b>TOTAL AREA</b>	

# Ross Development ALL UG

Prepared by Cardinal Engineering LLC

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Printed 2/12/2018

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## Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Diam/Width (inches)	Height (inches)	Inside-Fill (inches)
1	2P	873.00	872.80	10.0	0.0200	0.025	24.0	0.0	0.0

**Ross Development ALL UG**

Prepared by Cardinal Engineering LLC

HydroCAD® 10.00-20 s/n 10123 © 2017 HydroCAD Software Solutions LLC

MSE 24-hr 3 1-yr Rainfall=2.41"

Printed 2/12/2018

Page 6

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points  
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: Existing Site - West**      Runoff Area=18,383 sf   2.52% Impervious   Runoff Depth>0.17"  
Tc=6.0 min   CN=62   Runoff=0.06 cfs   0.006 af

**Subcatchment 2S: Existing Site -**      Runoff Area=192,205 sf   23.88% Impervious   Runoff Depth>0.38"  
Flow Length=362'   Tc=17.3 min   CN=70   Runoff=1.72 cfs   0.140 af

**Subcatchment 4S: Proposed Site - West**      Runoff Area=15,949 sf   2.68% Impervious   Runoff Depth>0.17"  
Tc=6.0 min   CN=62   Runoff=0.05 cfs   0.005 af

**Subcatchment 5S: Proposed Site to UG**      Runoff Area=94,830 sf   84.49% Impervious   Runoff Depth>1.55"  
Tc=6.0 min   CN=92   Runoff=6.10 cfs   0.281 af

**Subcatchment 6S: Proposed Site to UG**      Runoff Area=97,106 sf   77.87% Impervious   Runoff Depth>1.39"  
Tc=6.0 min   CN=90   Runoff=5.72 cfs   0.259 af

**Subcatchment 8S: Proposed Site -**      Runoff Area=2,701 sf   0.00% Impervious   Runoff Depth>0.15"  
Tc=6.0 min   CN=61   Runoff=0.01 cfs   0.001 af

**Pond 1P: Total Existing Flow**      Inflow=1.76 cfs   0.146 af  
Primary=1.76 cfs   0.146 af

**Pond 2P: UG**      Peak Elev=875.23'   Storage=0.269 af   Inflow=11.81 cfs   0.540 af  
Outflow=1.33 cfs   0.532 af

**Pond 4P: Total Proposed Flow**      Inflow=1.36 cfs   0.538 af  
Primary=1.36 cfs   0.538 af

**Total Runoff Area = 9.669 ac   Runoff Volume = 0.693 af   Average Runoff Depth = 0.86"**  
**51.91% Pervious = 5.020 ac   48.09% Impervious = 4.649 ac**

**Summary for Subcatchment 1S: Existing Site - West**

Runoff = 0.06 cfs @ 12.19 hrs, Volume= 0.006 af, Depth> 0.17"

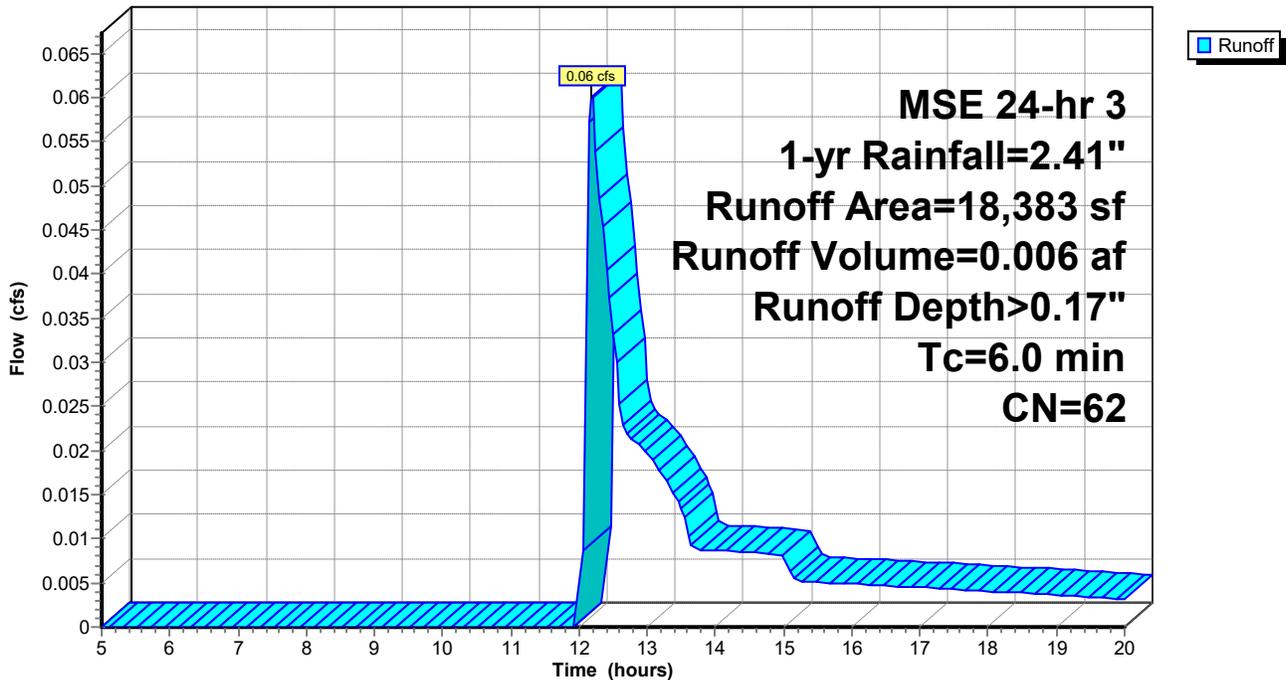
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 1-yr Rainfall=2.41"

Area (sf)	CN	Description
17,920	61	>75% Grass cover, Good, HSG B
* 428	98	Walks, HSG B
35	98	Paved parking, HSG B
18,383	62	Weighted Average
17,920		97.48% Pervious Area
463		2.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 1S: Existing Site - West**

Hydrograph



**Summary for Subcatchment 2S: Existing Site - Northeast**

Runoff = 1.72 cfs @ 12.31 hrs, Volume= 0.140 af, Depth> 0.38"

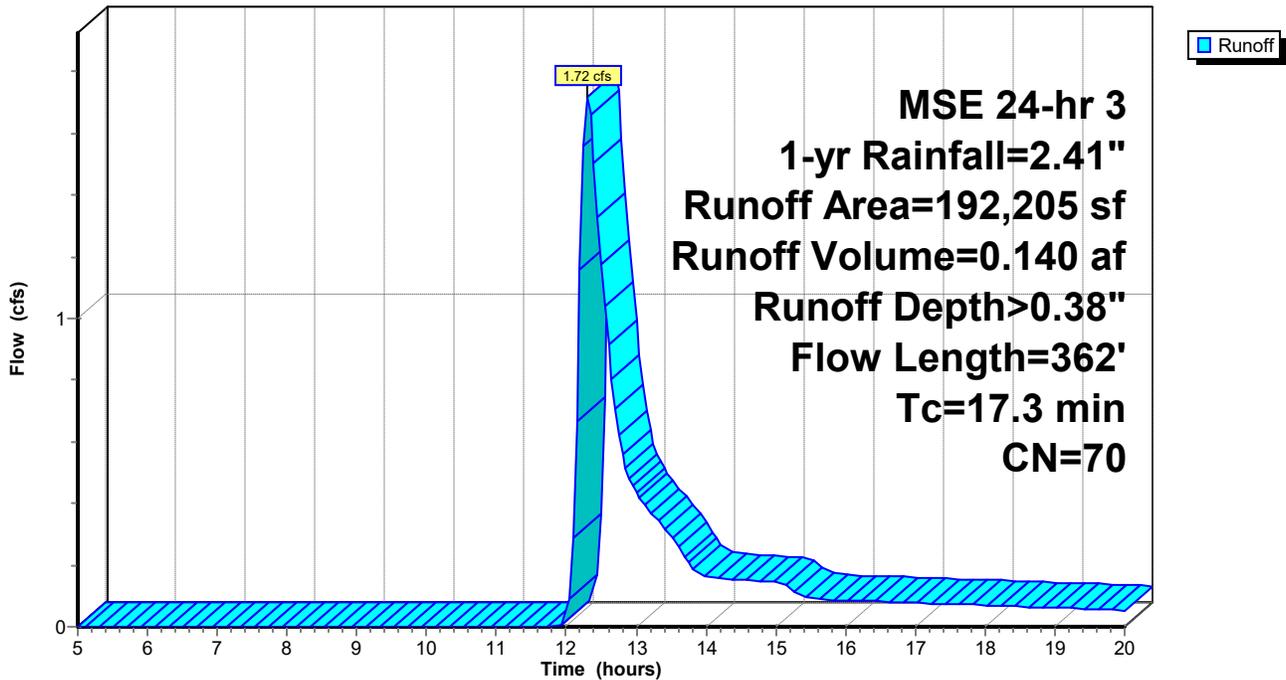
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 1-yr Rainfall=2.41"

Area (sf)	CN	Description
30,908	98	Paved parking, HSG B
10,968	98	Roofs, HSG B
* 4,017	98	Walks, HSG B
146,312	61	>75% Grass cover, Good, HSG B
192,205	70	Weighted Average
146,312		76.12% Pervious Area
45,893		23.88% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.8	130	0.0250	0.18		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.79"
5.5	232	0.0100	0.70		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
17.3	362	Total			

**Subcatchment 2S: Existing Site - Northeast**

Hydrograph



**Summary for Subcatchment 4S: Proposed Site - West**

Runoff = 0.05 cfs @ 12.19 hrs, Volume= 0.005 af, Depth> 0.17"

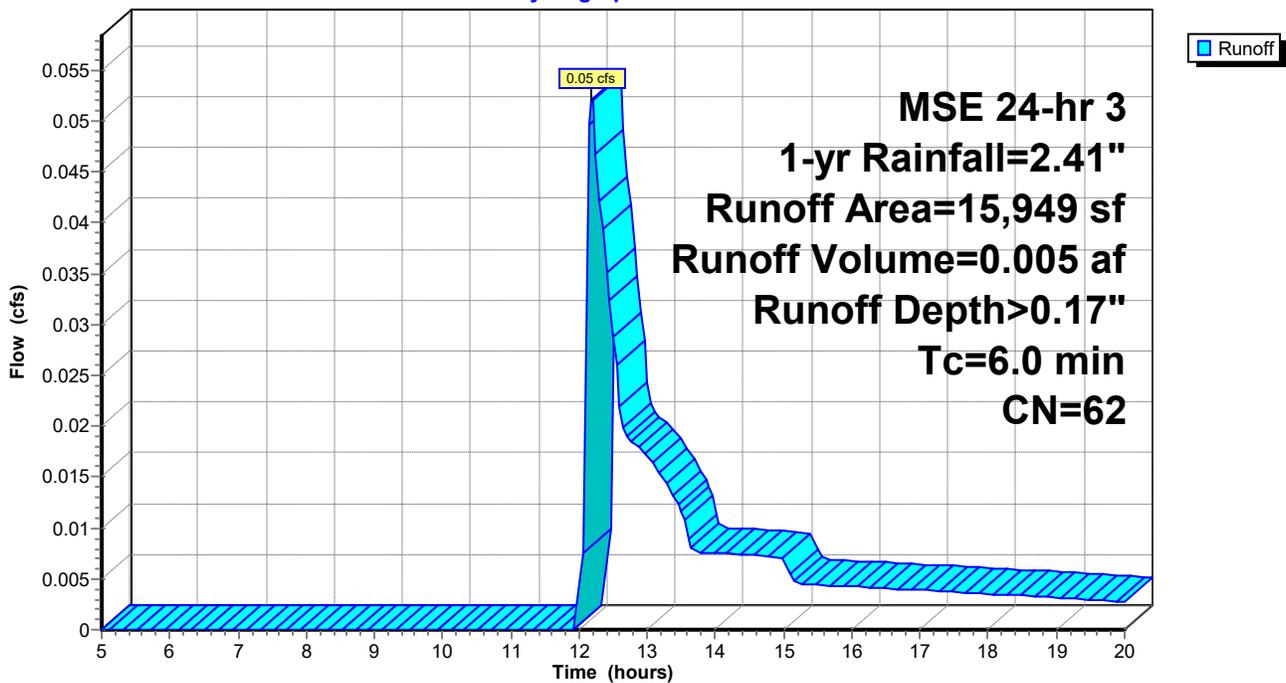
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 1-yr Rainfall=2.41"

Area (sf)	CN	Description
* 428	98	Walks, HSG B
15,521	61	>75% Grass cover, Good, HSG B
15,949	62	Weighted Average
15,521		97.32% Pervious Area
428		2.68% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 4S: Proposed Site - West**

Hydrograph



**Summary for Subcatchment 5S: Proposed Site to UG**

Runoff = 6.10 cfs @ 12.13 hrs, Volume= 0.281 af, Depth> 1.55"

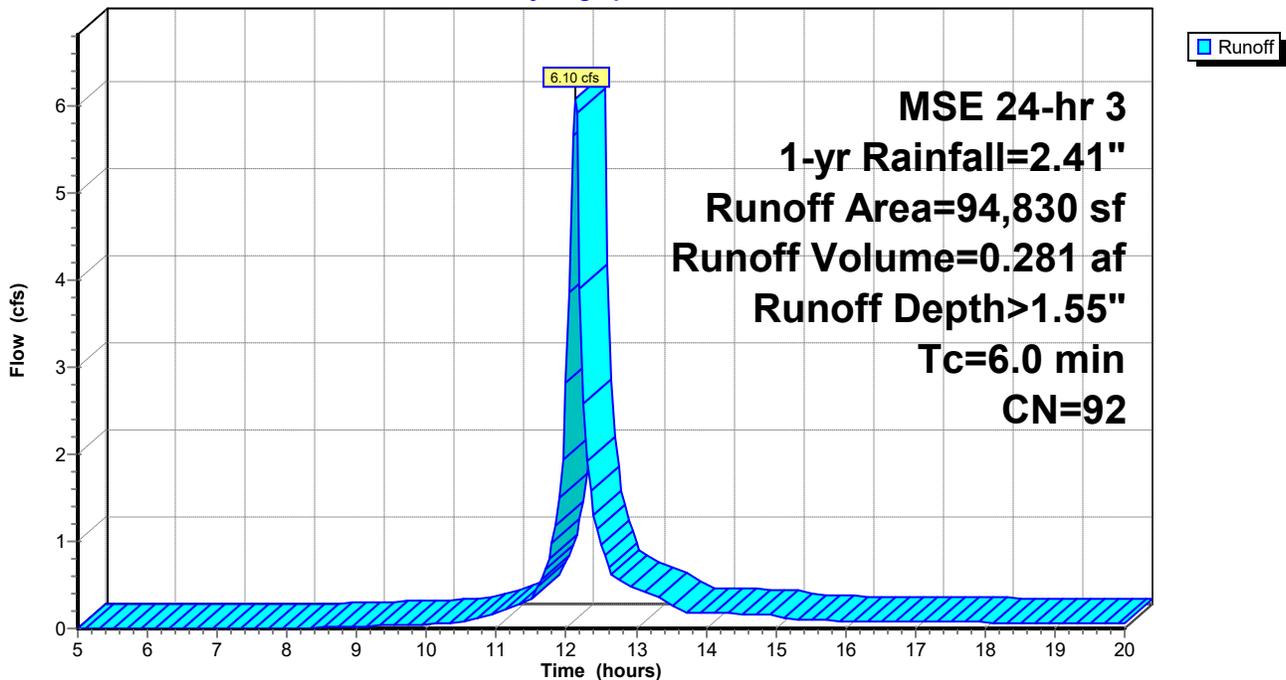
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 1-yr Rainfall=2.41"

Area (sf)	CN	Description
59,811	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 2,308	98	Walks, HSG B
4,739	61	>75% Grass cover, Good, HSG B
9,972	61	>75% Grass cover, Good, HSG B
94,830	92	Weighted Average
14,711		15.51% Pervious Area
80,119		84.49% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 5S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 6S: Proposed Site to UG**

Runoff = 5.72 cfs @ 12.13 hrs, Volume= 0.259 af, Depth> 1.39"

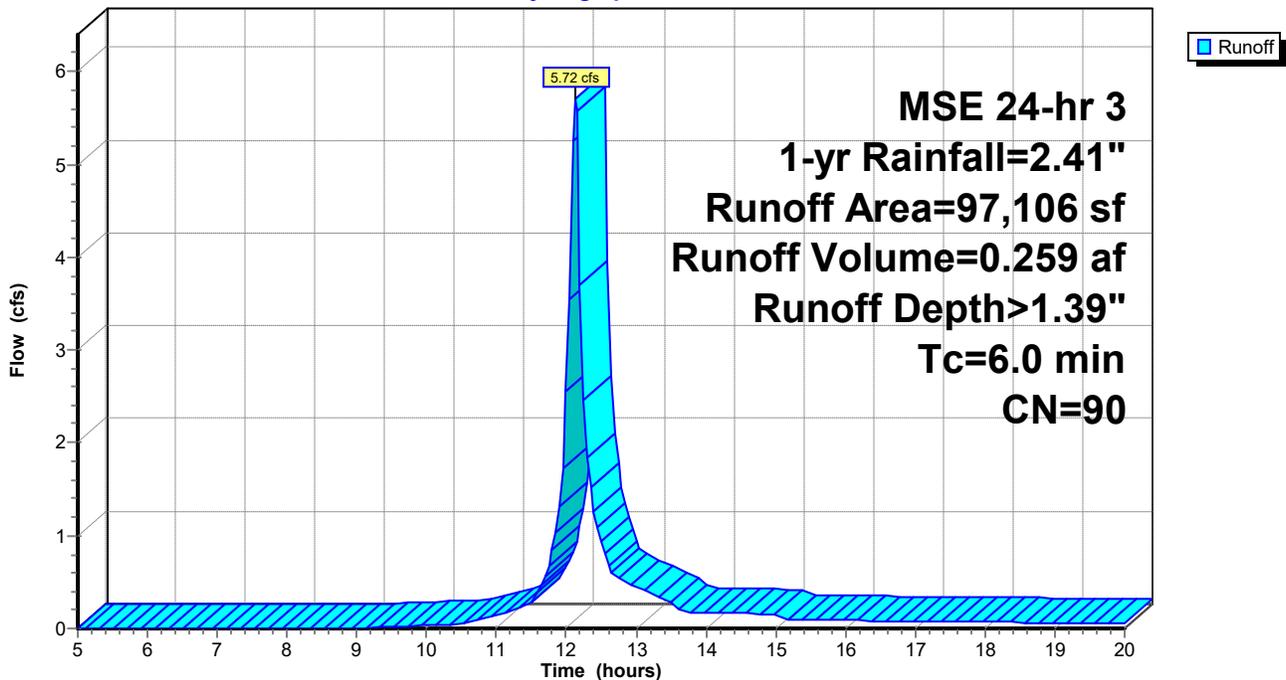
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 1-yr Rainfall=2.41"

Area (sf)	CN	Description
49,779	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 7,841	98	Walks, HSG B
12,306	61	>75% Grass cover, Good, HSG B
9,180	61	>75% Grass cover, Good, HSG B
97,106	90	Weighted Average
21,486		22.13% Pervious Area
75,620		77.87% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 6S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 8S: Proposed Site - Undetained East**

Runoff = 0.01 cfs @ 12.21 hrs, Volume= 0.001 af, Depth> 0.15"

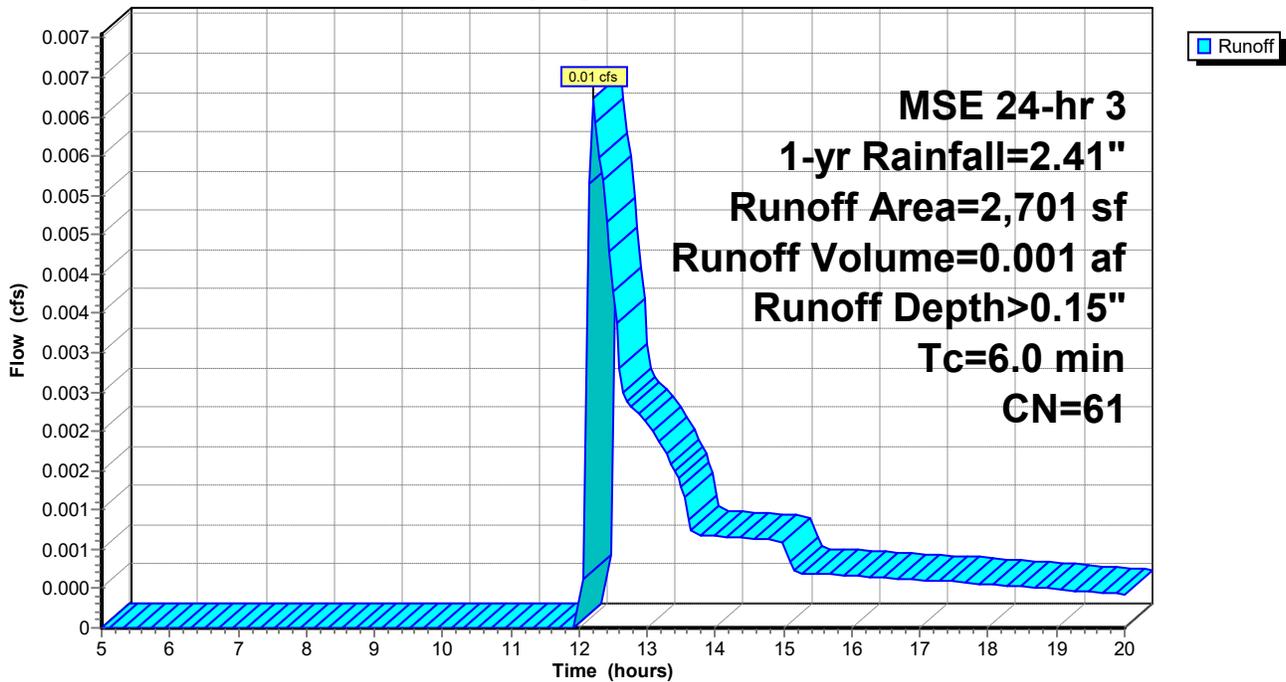
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 1-yr Rainfall=2.41"

Area (sf)	CN	Description
2,701	61	>75% Grass cover, Good, HSG B
2,701		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 8S: Proposed Site - Undetained East**

Hydrograph



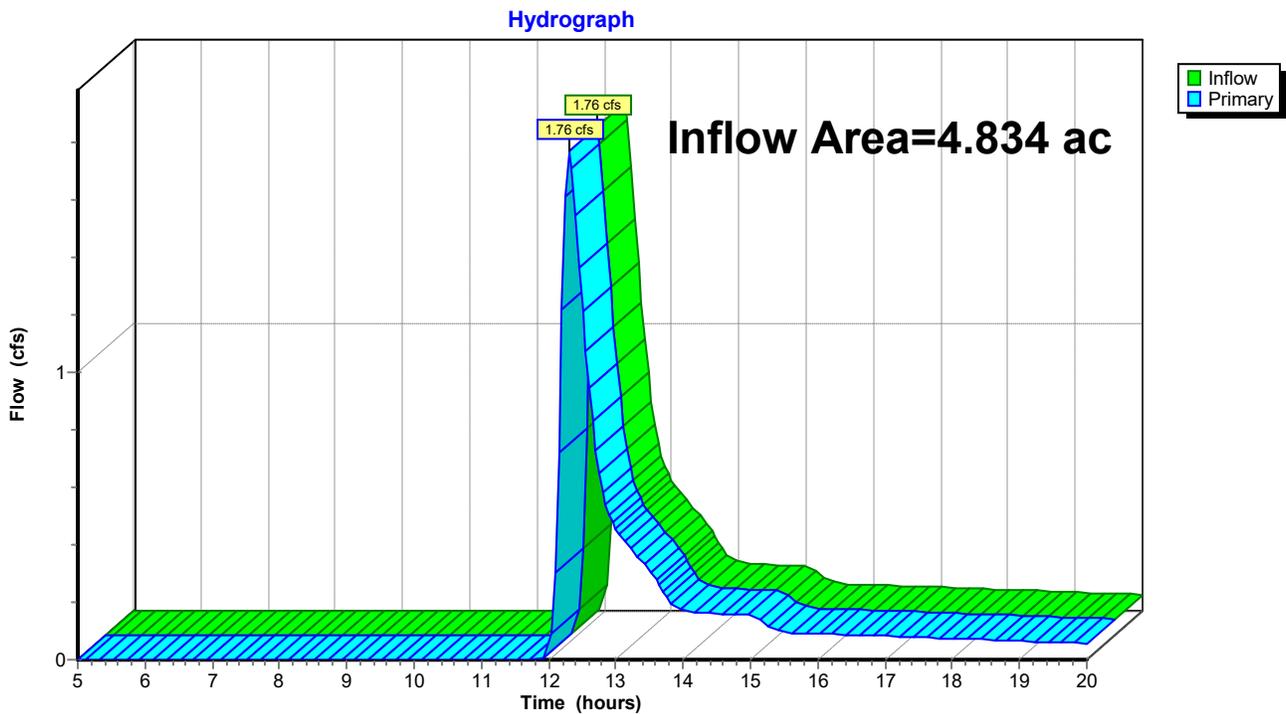
### Summary for Pond 1P: Total Existing Flow

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 22.01% Impervious, Inflow Depth > 0.36" for 1-yr event  
Inflow = 1.76 cfs @ 12.31 hrs, Volume= 0.146 af  
Primary = 1.76 cfs @ 12.31 hrs, Volume= 0.146 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 1P: Total Existing Flow



**Summary for Pond 2P: UG**

Inflow Area = 4.406 ac, 81.14% Impervious, Inflow Depth > 1.47" for 1-yr event  
 Inflow = 11.81 cfs @ 12.13 hrs, Volume= 0.540 af  
 Outflow = 1.33 cfs @ 12.61 hrs, Volume= 0.532 af, Atten= 89%, Lag= 29.0 min  
 Primary = 1.33 cfs @ 12.61 hrs, Volume= 0.532 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 875.23' @ 12.61 hrs Surf.Area= 0.172 ac Storage= 0.269 af

Plug-Flow detention time= 100.1 min calculated for 0.532 af (98% of inflow)  
 Center-of-Mass det. time= 93.9 min ( 867.4 - 773.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	873.00'	1.623 af	<b>120.0" Round Pipe Storage</b> L= 900.0'

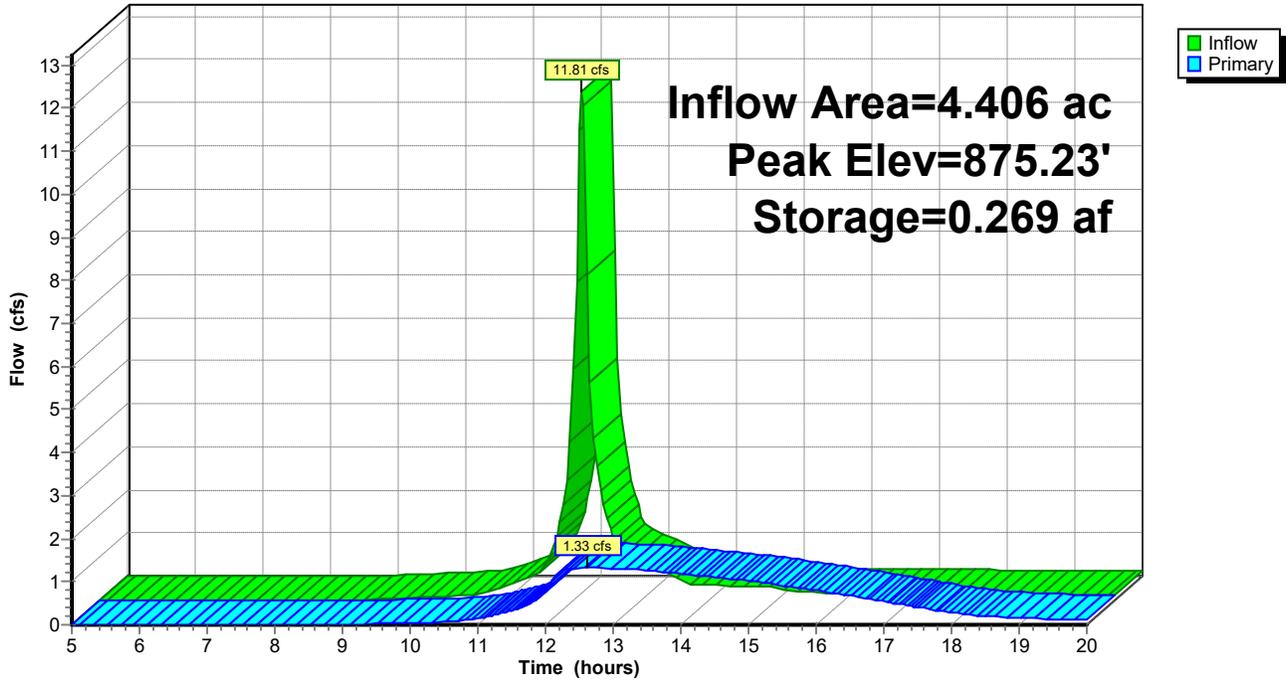
Device	Routing	Invert	Outlet Devices
#1	Primary	873.00'	<b>24.0" Round Culvert</b> L= 10.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 873.00' / 872.80' S= 0.0200 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 3.14 sf
#2	Device 1	873.00'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600
#3	Device 1	877.20'	<b>6.0' long Sharp-Crested Rectangular Weir</b> 2 End Contraction(s)

**Primary OutFlow** Max=1.33 cfs @ 12.61 hrs HW=875.23' (Free Discharge)

- 1=Culvert (Passes 1.33 cfs of 13.03 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 1.33 cfs @ 6.77 fps)
- 3=Sharp-Crested Rectangular Weir ( Controls 0.00 cfs)

Pond 2P: UG

Hydrograph



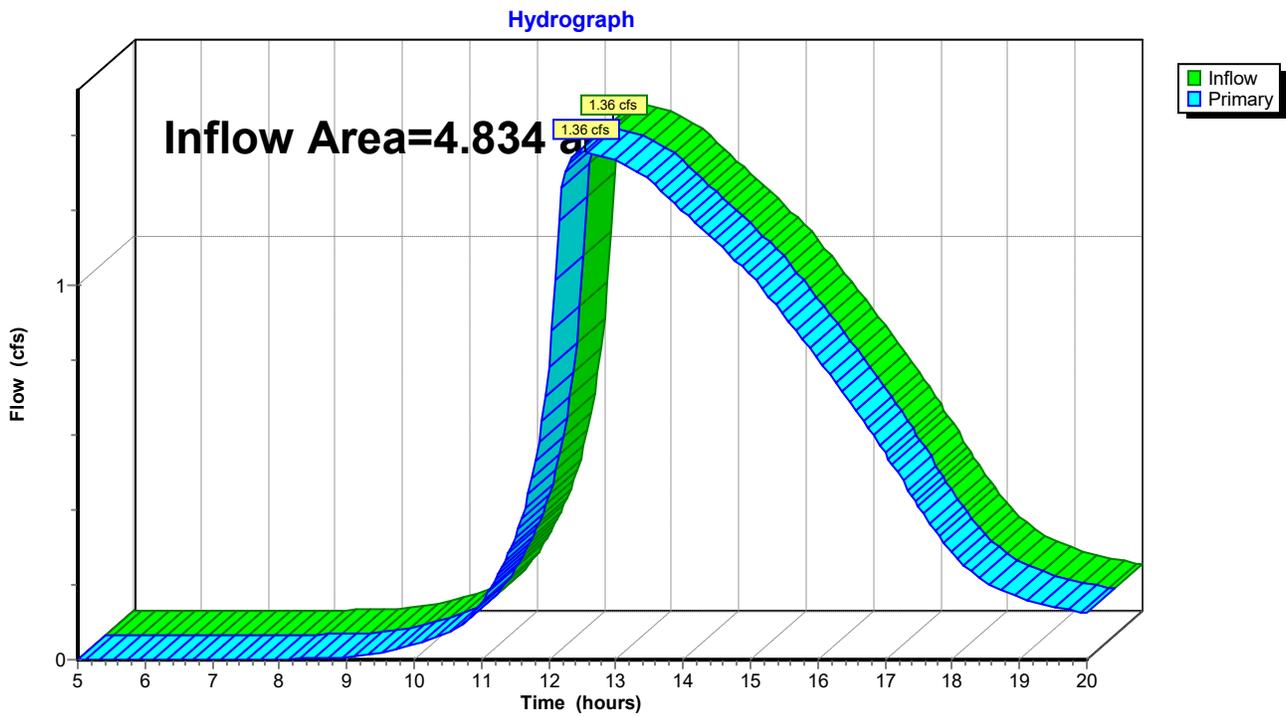
### Summary for Pond 4P: Total Proposed Flow

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 74.16% Impervious, Inflow Depth > 1.34" for 1-yr event  
Inflow = 1.36 cfs @ 12.53 hrs, Volume= 0.538 af  
Primary = 1.36 cfs @ 12.53 hrs, Volume= 0.538 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 4P: Total Proposed Flow





**Summary for Subcatchment 1S: Existing Site - West**

Runoff = 0.16 cfs @ 12.16 hrs, Volume= 0.010 af, Depth> 0.28"

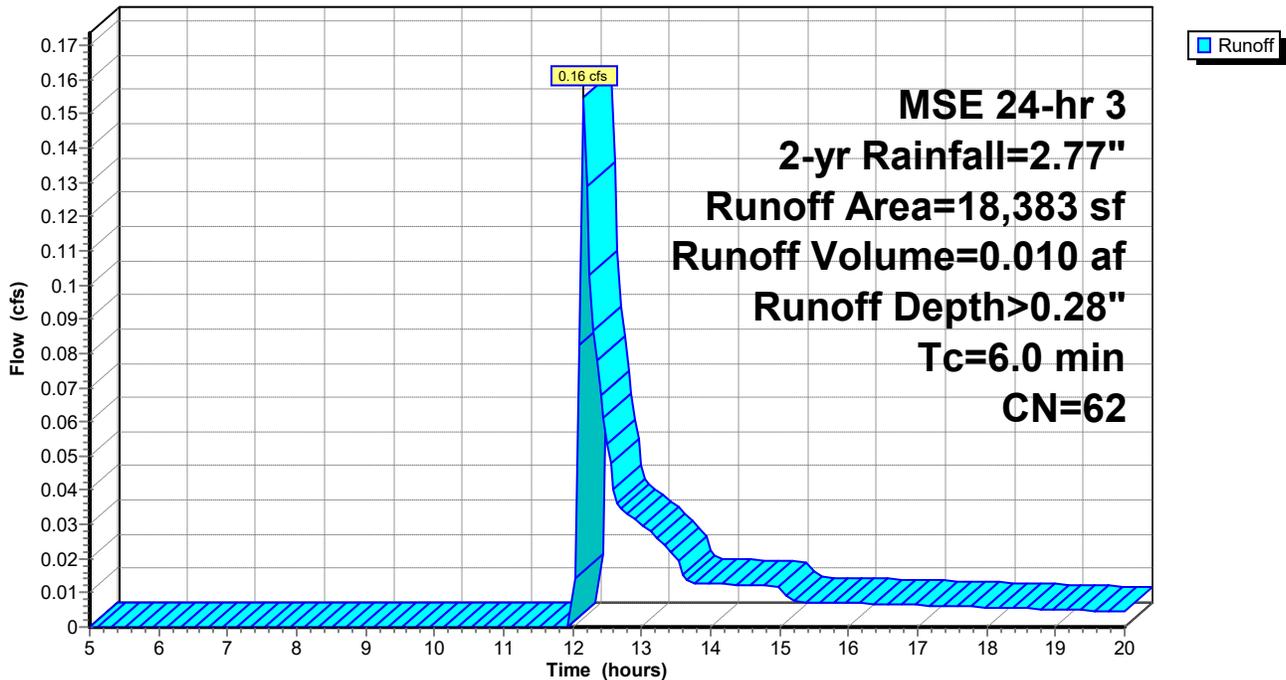
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 2-yr Rainfall=2.77"

Area (sf)	CN	Description
17,920	61	>75% Grass cover, Good, HSG B
* 428	98	Walks, HSG B
35	98	Paved parking, HSG B
18,383	62	Weighted Average
17,920		97.48% Pervious Area
463		2.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 1S: Existing Site - West**

Hydrograph



**Ross Development ALL UG**

Prepared by Cardinal Engineering LLC

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MSE 24-hr 3 2-yr Rainfall=2.77"

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**Summary for Subcatchment 2S: Existing Site - Northeast**

Runoff = 2.68 cfs @ 12.30 hrs, Volume= 0.202 af, Depth> 0.55"

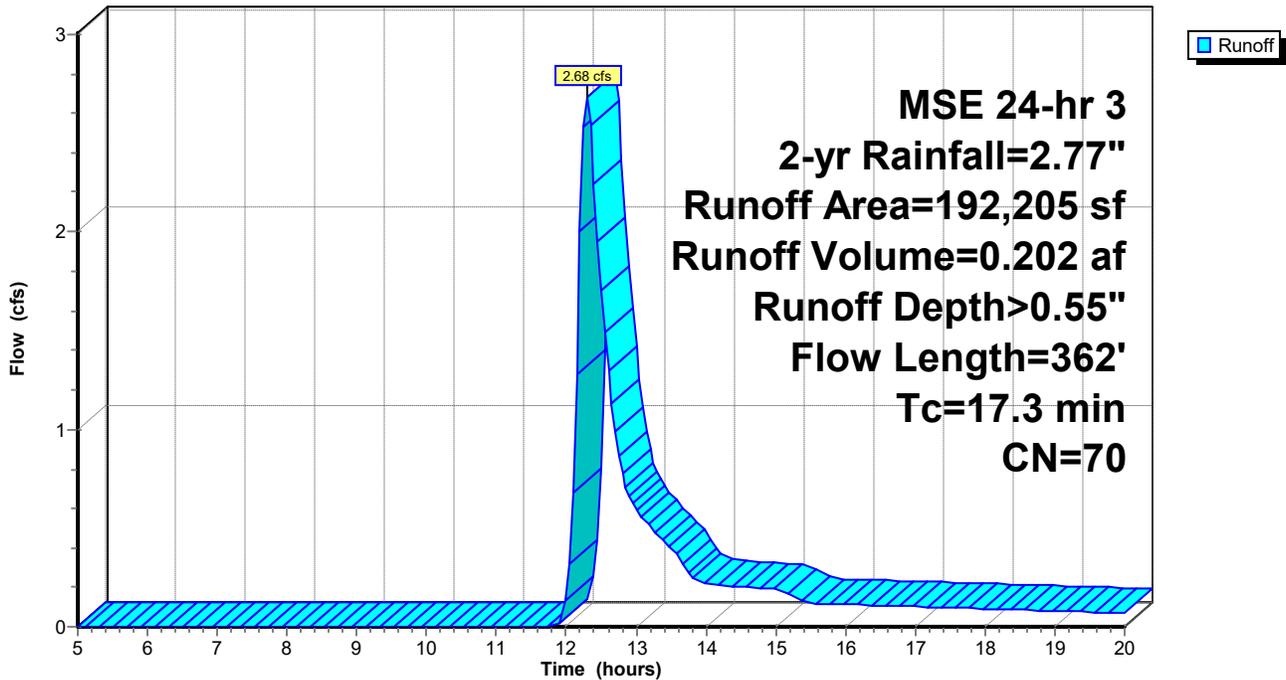
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.77"

Area (sf)	CN	Description
30,908	98	Paved parking, HSG B
10,968	98	Roofs, HSG B
* 4,017	98	Walks, HSG B
146,312	61	>75% Grass cover, Good, HSG B
192,205	70	Weighted Average
146,312		76.12% Pervious Area
45,893		23.88% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.8	130	0.0250	0.18		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.79"
5.5	232	0.0100	0.70		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
17.3	362	Total			

**Subcatchment 2S: Existing Site - Northeast**

Hydrograph



**Summary for Subcatchment 4S: Proposed Site - West**

Runoff = 0.13 cfs @ 12.16 hrs, Volume= 0.009 af, Depth> 0.28"

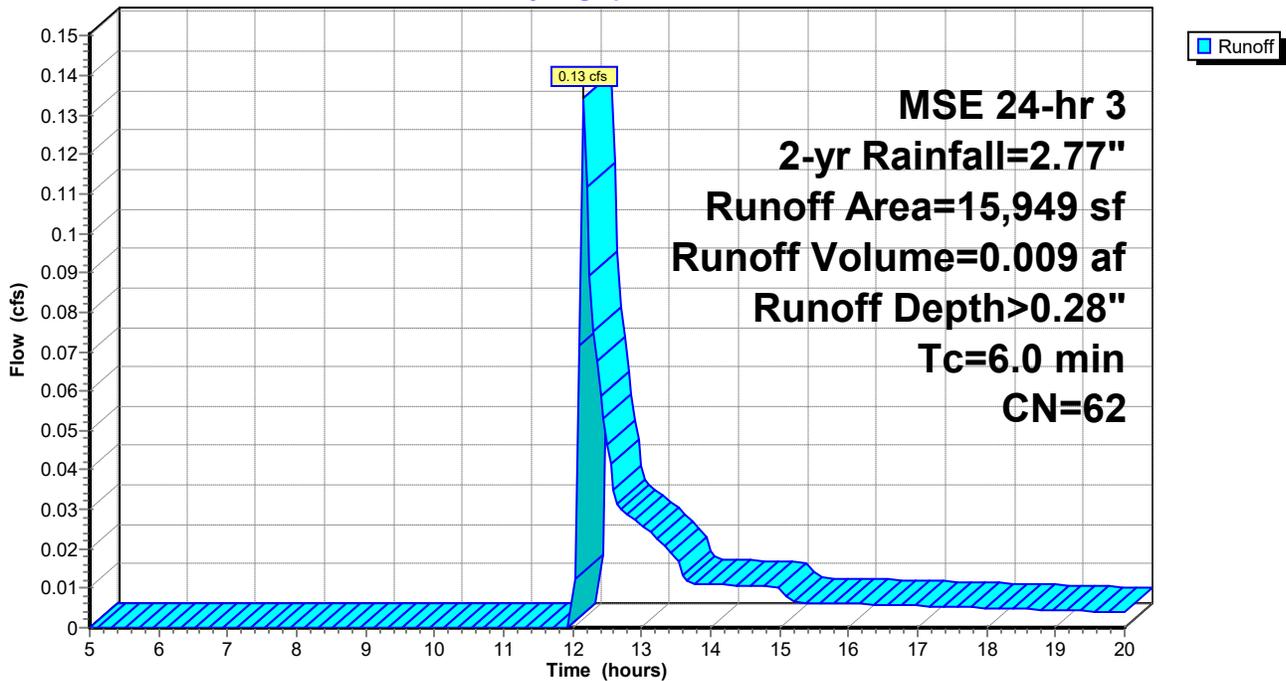
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 2-yr Rainfall=2.77"

Area (sf)	CN	Description
* 428	98	Walks, HSG B
15,521	61	>75% Grass cover, Good, HSG B
15,949	62	Weighted Average
15,521		97.32% Pervious Area
428		2.68% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 4S: Proposed Site - West**

Hydrograph



**Summary for Subcatchment 5S: Proposed Site to UG**

Runoff = 7.29 cfs @ 12.13 hrs, Volume= 0.340 af, Depth> 1.88"

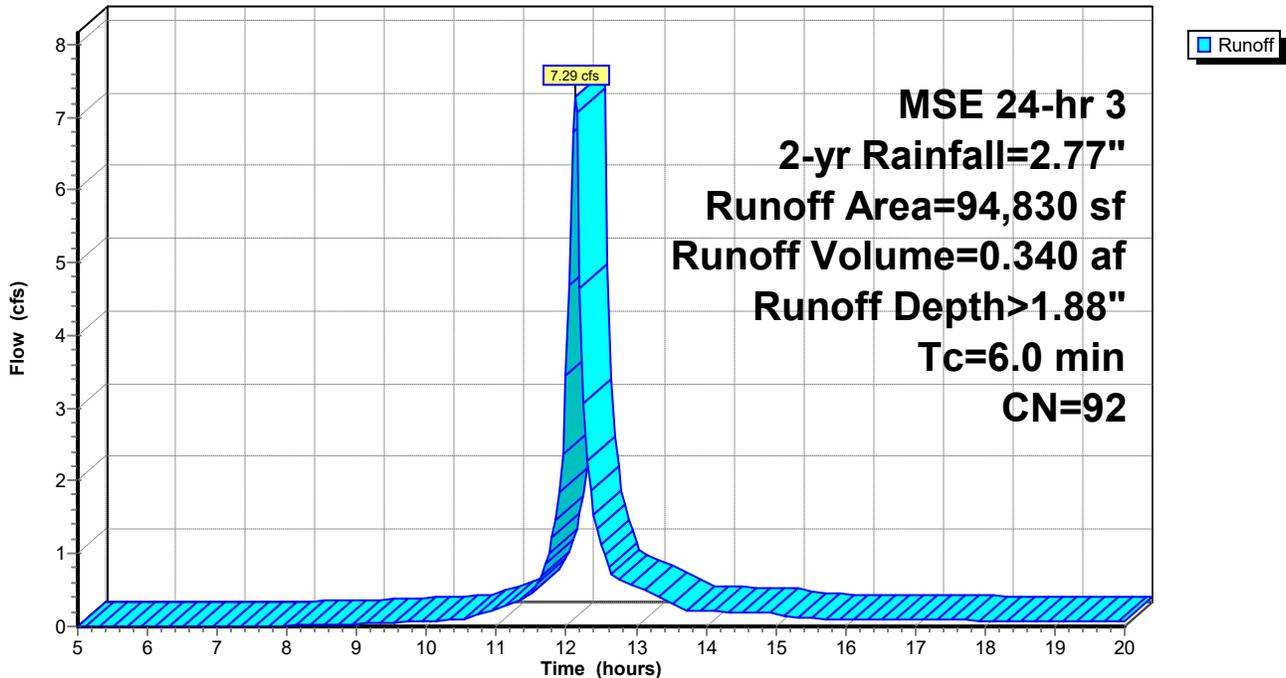
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 2-yr Rainfall=2.77"

Area (sf)	CN	Description
59,811	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 2,308	98	Walks, HSG B
4,739	61	>75% Grass cover, Good, HSG B
9,972	61	>75% Grass cover, Good, HSG B
94,830	92	Weighted Average
14,711		15.51% Pervious Area
80,119		84.49% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 5S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 6S: Proposed Site to UG**

Runoff = 6.93 cfs @ 12.13 hrs, Volume= 0.317 af, Depth> 1.71"

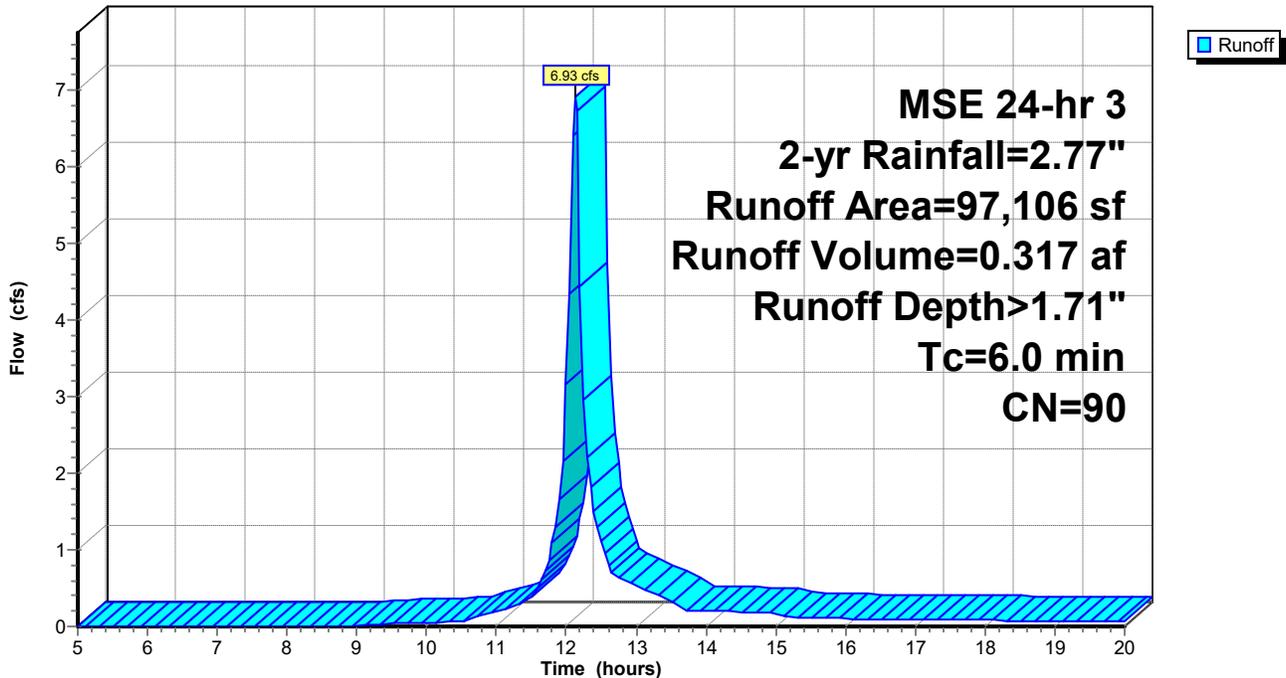
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 2-yr Rainfall=2.77"

Area (sf)	CN	Description
49,779	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 7,841	98	Walks, HSG B
12,306	61	>75% Grass cover, Good, HSG B
9,180	61	>75% Grass cover, Good, HSG B
97,106	90	Weighted Average
21,486		22.13% Pervious Area
75,620		77.87% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 6S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 8S: Proposed Site - Undetained East**

Runoff = 0.02 cfs @ 12.17 hrs, Volume= 0.001 af, Depth> 0.26"

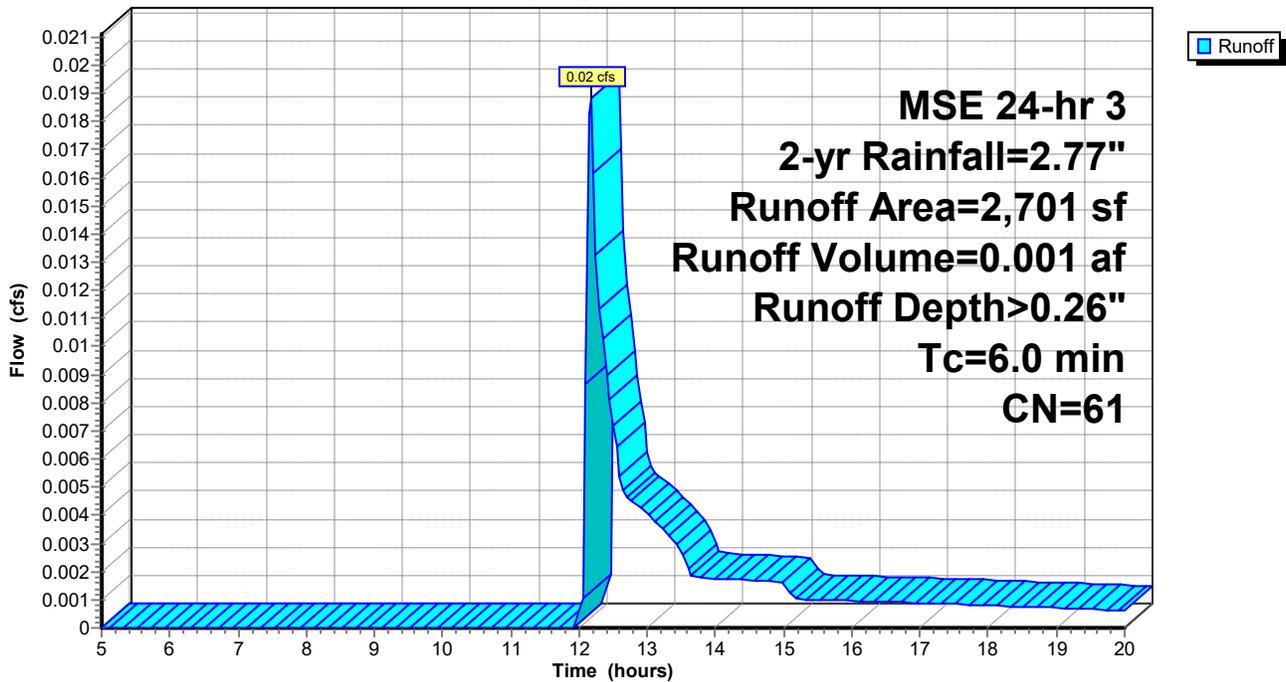
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 2-yr Rainfall=2.77"

Area (sf)	CN	Description
2,701	61	>75% Grass cover, Good, HSG B
2,701		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 8S: Proposed Site - Undetained East**

Hydrograph



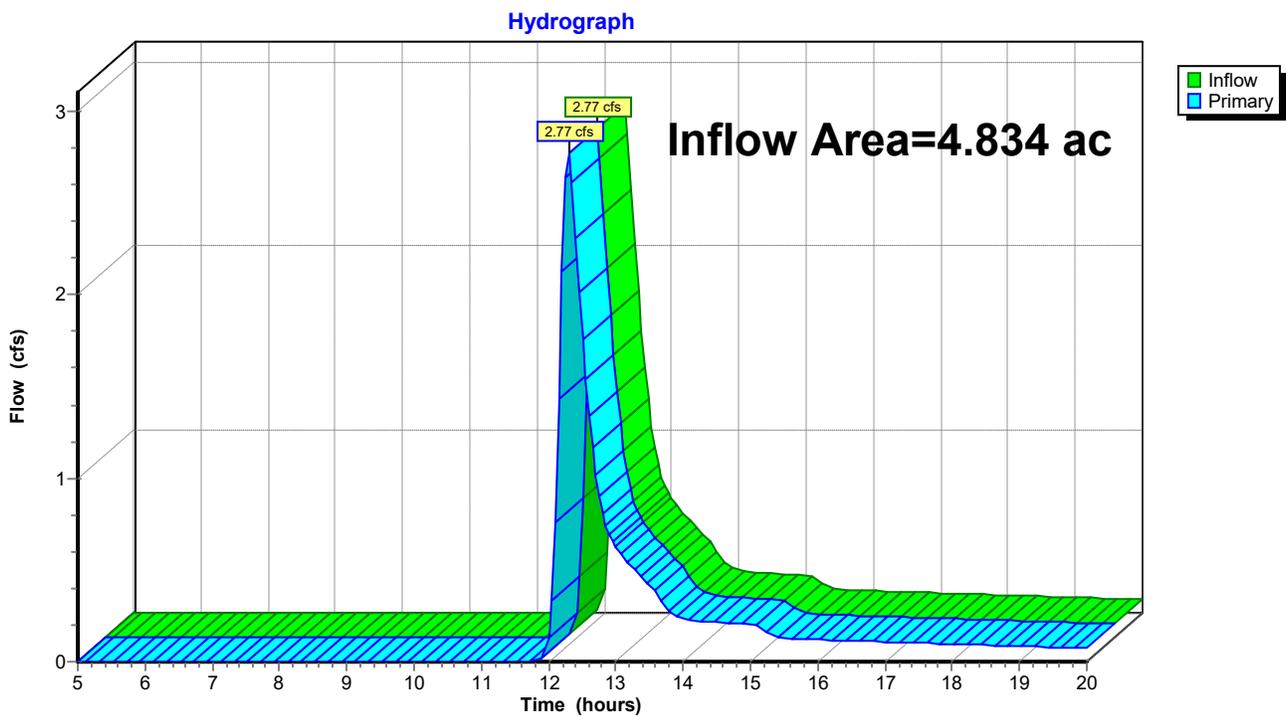
### Summary for Pond 1P: Total Existing Flow

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 22.01% Impervious, Inflow Depth > 0.53" for 2-yr event  
Inflow = 2.77 cfs @ 12.30 hrs, Volume= 0.212 af  
Primary = 2.77 cfs @ 12.30 hrs, Volume= 0.212 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 1P: Total Existing Flow



**Summary for Pond 2P: UG**

Inflow Area = 4.406 ac, 81.14% Impervious, Inflow Depth > 1.79" for 2-yr event  
 Inflow = 14.22 cfs @ 12.13 hrs, Volume= 0.657 af  
 Outflow = 1.45 cfs @ 12.65 hrs, Volume= 0.647 af, Atten= 90%, Lag= 31.1 min  
 Primary = 1.45 cfs @ 12.65 hrs, Volume= 0.647 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 875.61' @ 12.65 hrs Surf.Area= 0.182 ac Storage= 0.337 af

Plug-Flow detention time= 113.9 min calculated for 0.645 af (98% of inflow)  
 Center-of-Mass det. time= 107.4 min ( 877.6 - 770.2 )

Volume	Invert	Avail.Storage	Storage Description
#1	873.00'	1.623 af	<b>120.0" Round Pipe Storage</b> L= 900.0'

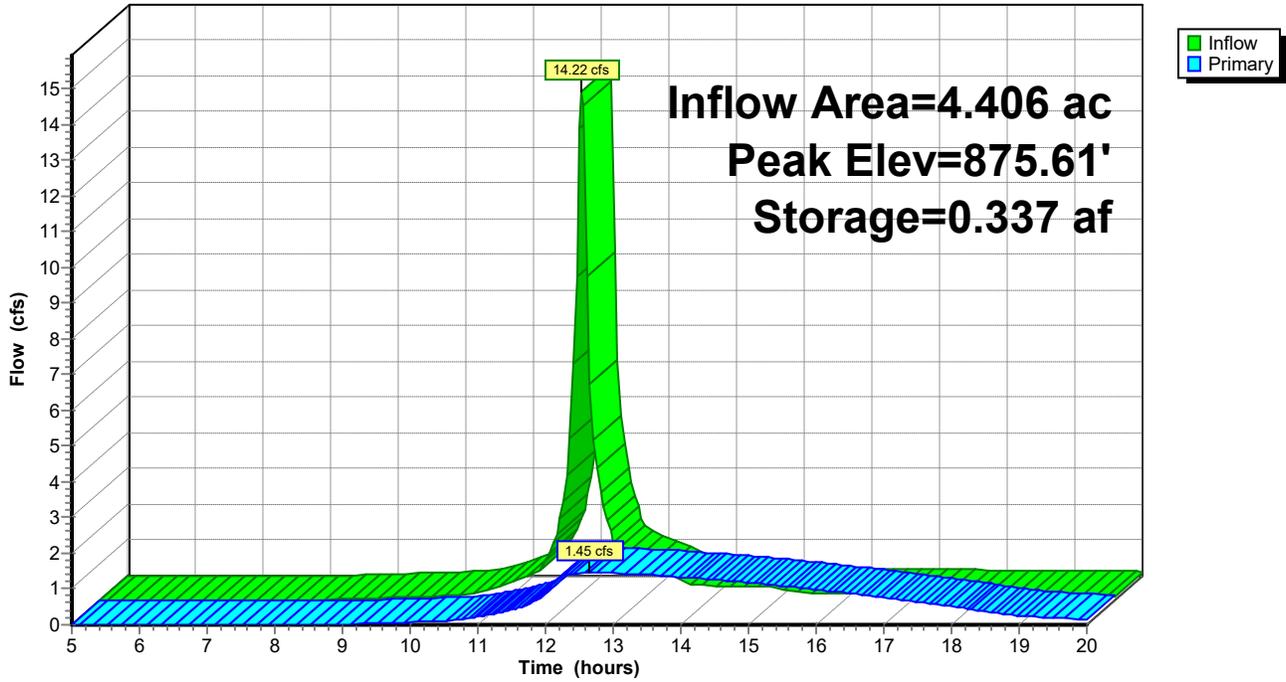
Device	Routing	Invert	Outlet Devices
#1	Primary	873.00'	<b>24.0" Round Culvert</b> L= 10.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 873.00' / 872.80' S= 0.0200 ' / Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 3.14 sf
#2	Device 1	873.00'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600
#3	Device 1	877.20'	<b>6.0' long Sharp-Crested Rectangular Weir</b> 2 End Contraction(s)

**Primary OutFlow** Max=1.45 cfs @ 12.65 hrs HW=875.61' (Free Discharge)

- 1=Culvert (Passes 1.45 cfs of 15.16 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 1.45 cfs @ 7.40 fps)
- 3=Sharp-Crested Rectangular Weir ( Controls 0.00 cfs)

### Pond 2P: UG

Hydrograph



### Summary for Pond 4P: Total Proposed Flow

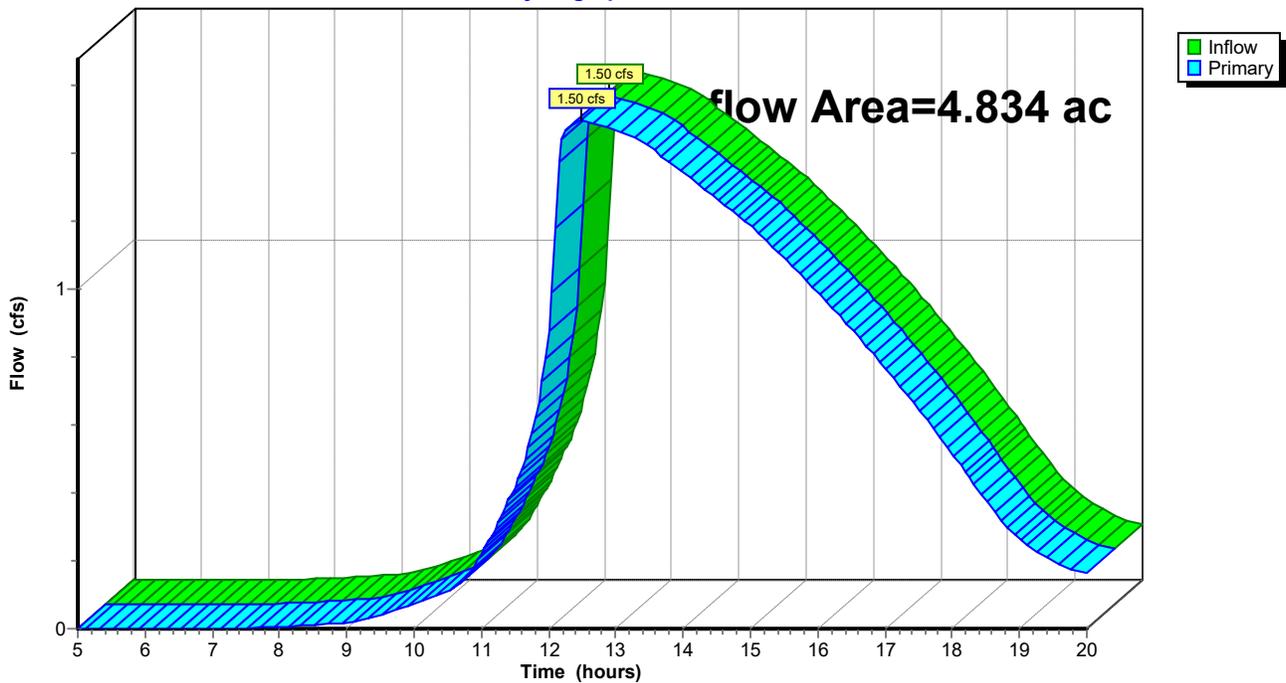
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 74.16% Impervious, Inflow Depth > 1.63" for 2-yr event  
Inflow = 1.50 cfs @ 12.47 hrs, Volume= 0.657 af  
Primary = 1.50 cfs @ 12.47 hrs, Volume= 0.657 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 4P: Total Proposed Flow

Hydrograph





**Summary for Subcatchment 1S: Existing Site - West**

Runoff = 0.59 cfs @ 12.15 hrs, Volume= 0.028 af, Depth> 0.79"

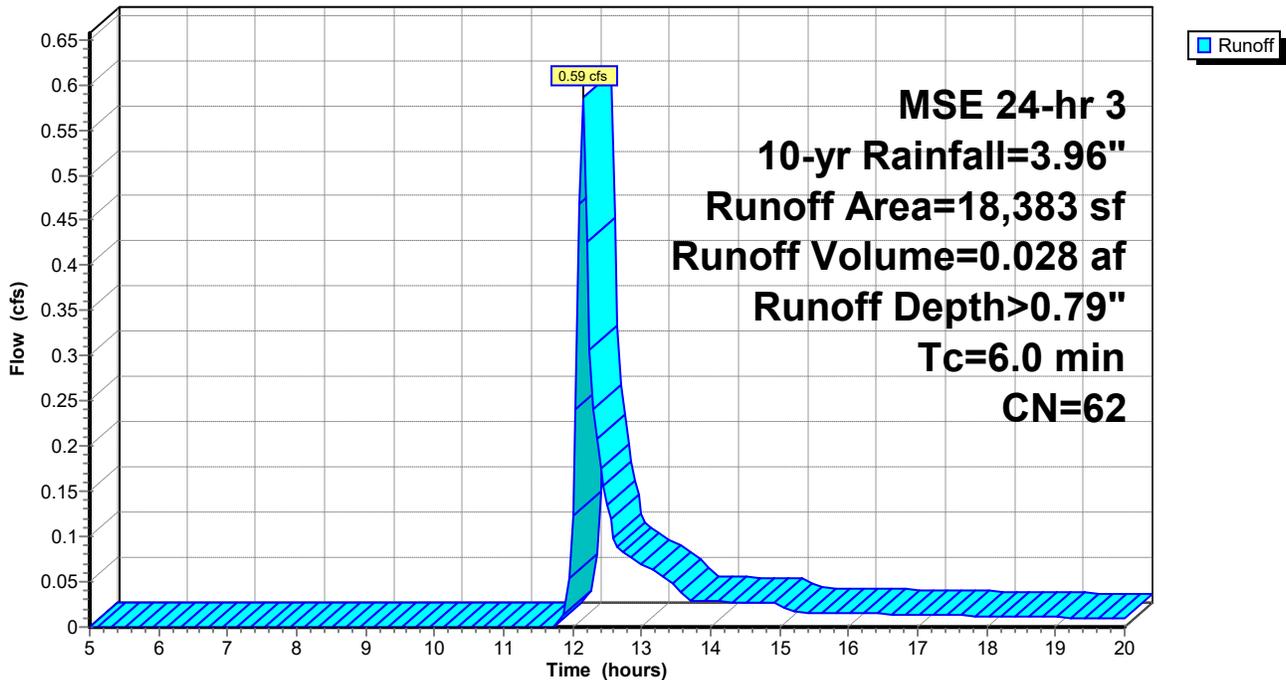
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 10-yr Rainfall=3.96"

Area (sf)	CN	Description
17,920	61	>75% Grass cover, Good, HSG B
* 428	98	Walks, HSG B
35	98	Paved parking, HSG B
18,383	62	Weighted Average
17,920		97.48% Pervious Area
463		2.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 1S: Existing Site - West**

Hydrograph



**Summary for Subcatchment 2S: Existing Site - Northeast**

Runoff = 6.61 cfs @ 12.28 hrs, Volume= 0.452 af, Depth> 1.23"

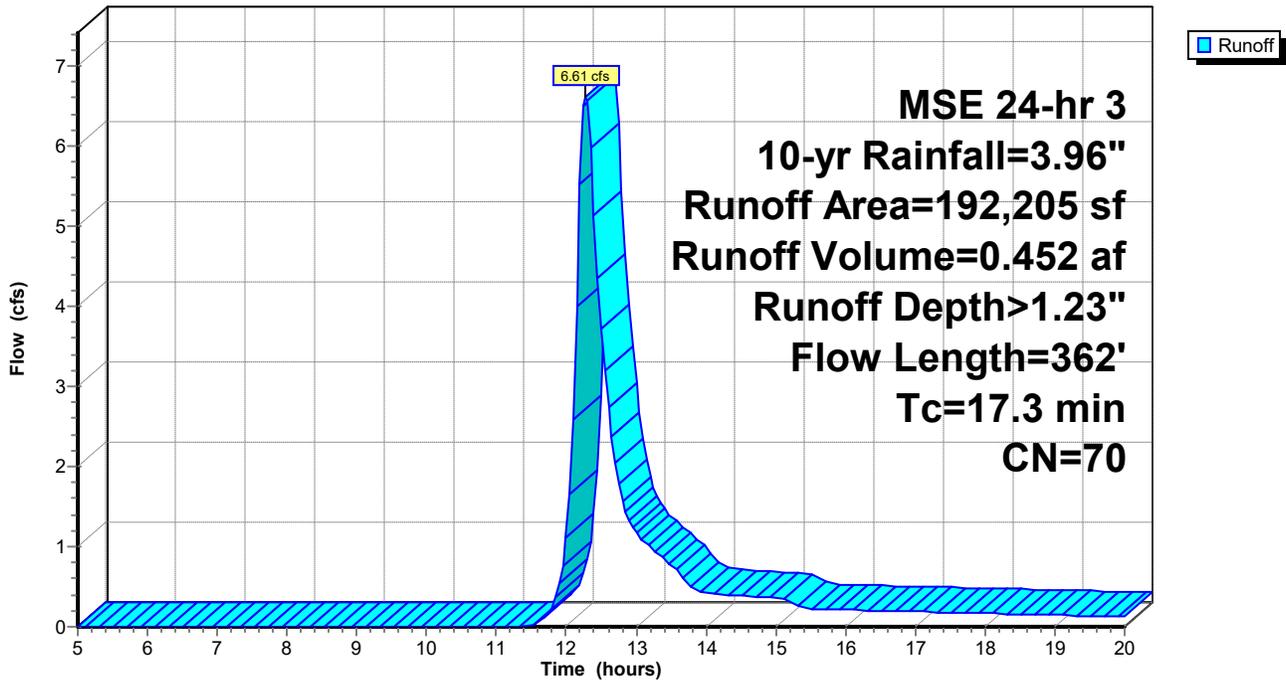
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.96"

Area (sf)	CN	Description
30,908	98	Paved parking, HSG B
10,968	98	Roofs, HSG B
* 4,017	98	Walks, HSG B
146,312	61	>75% Grass cover, Good, HSG B
192,205	70	Weighted Average
146,312		76.12% Pervious Area
45,893		23.88% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.8	130	0.0250	0.18		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.79"
5.5	232	0.0100	0.70		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
17.3	362	Total			

**Subcatchment 2S: Existing Site - Northeast**

Hydrograph



**Summary for Subcatchment 4S: Proposed Site - West**

Runoff = 0.51 cfs @ 12.15 hrs, Volume= 0.024 af, Depth> 0.79"

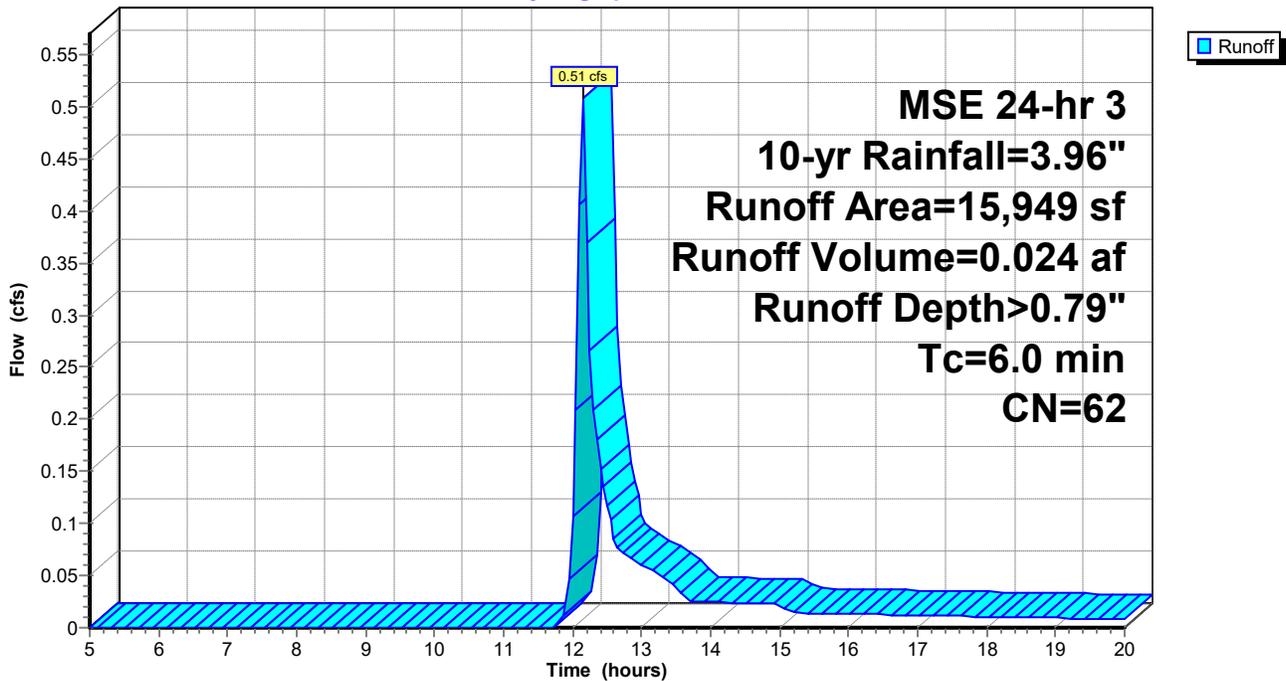
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 10-yr Rainfall=3.96"

Area (sf)	CN	Description
* 428	98	Walks, HSG B
15,521	61	>75% Grass cover, Good, HSG B
15,949	62	Weighted Average
15,521		97.32% Pervious Area
428		2.68% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 4S: Proposed Site - West**

Hydrograph



**Summary for Subcatchment 5S: Proposed Site to UG**

Runoff = 11.22 cfs @ 12.13 hrs, Volume= 0.540 af, Depth> 2.98"

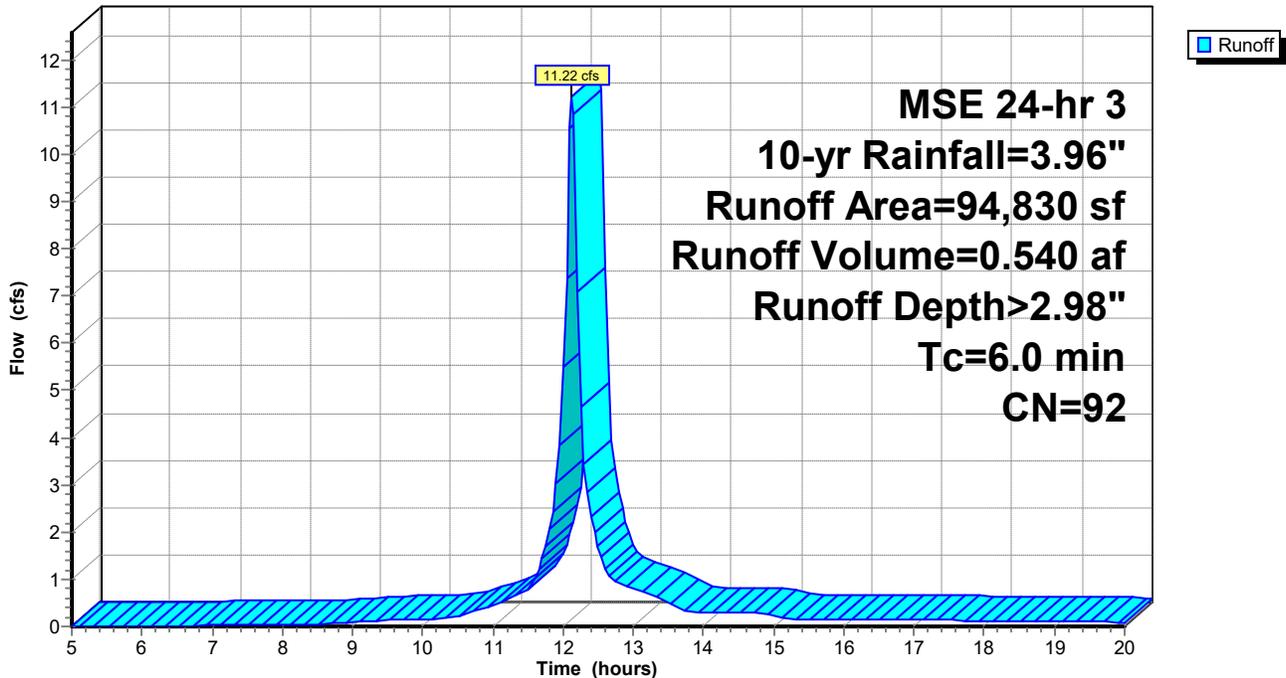
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
MSE 24-hr 3 10-yr Rainfall=3.96"

Area (sf)	CN	Description
59,811	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 2,308	98	Walks, HSG B
4,739	61	>75% Grass cover, Good, HSG B
9,972	61	>75% Grass cover, Good, HSG B
94,830	92	Weighted Average
14,711		15.51% Pervious Area
80,119		84.49% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 5S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 6S: Proposed Site to UG**

Runoff = 10.97 cfs @ 12.13 hrs, Volume= 0.517 af, Depth> 2.78"

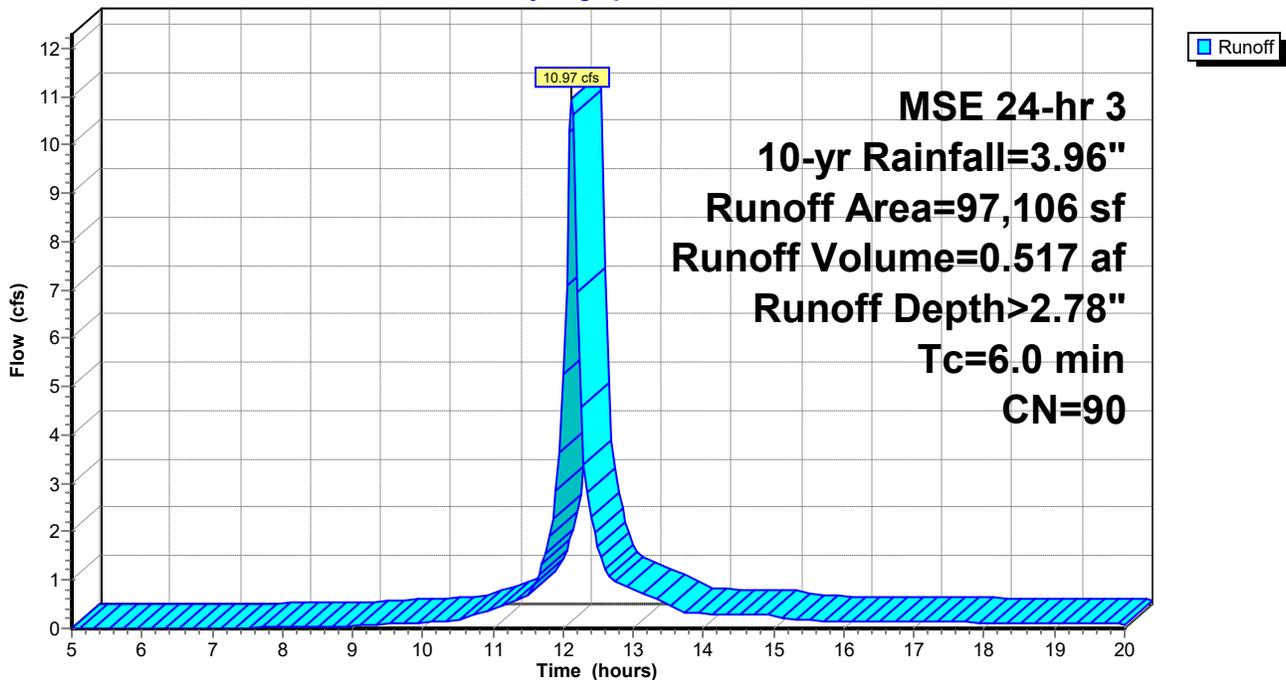
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 10-yr Rainfall=3.96"

Area (sf)	CN	Description
49,779	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 7,841	98	Walks, HSG B
12,306	61	>75% Grass cover, Good, HSG B
9,180	61	>75% Grass cover, Good, HSG B
97,106	90	Weighted Average
21,486		22.13% Pervious Area
75,620		77.87% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 6S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 8S: Proposed Site - Undetained East**

Runoff = 0.08 cfs @ 12.15 hrs, Volume= 0.004 af, Depth> 0.74"

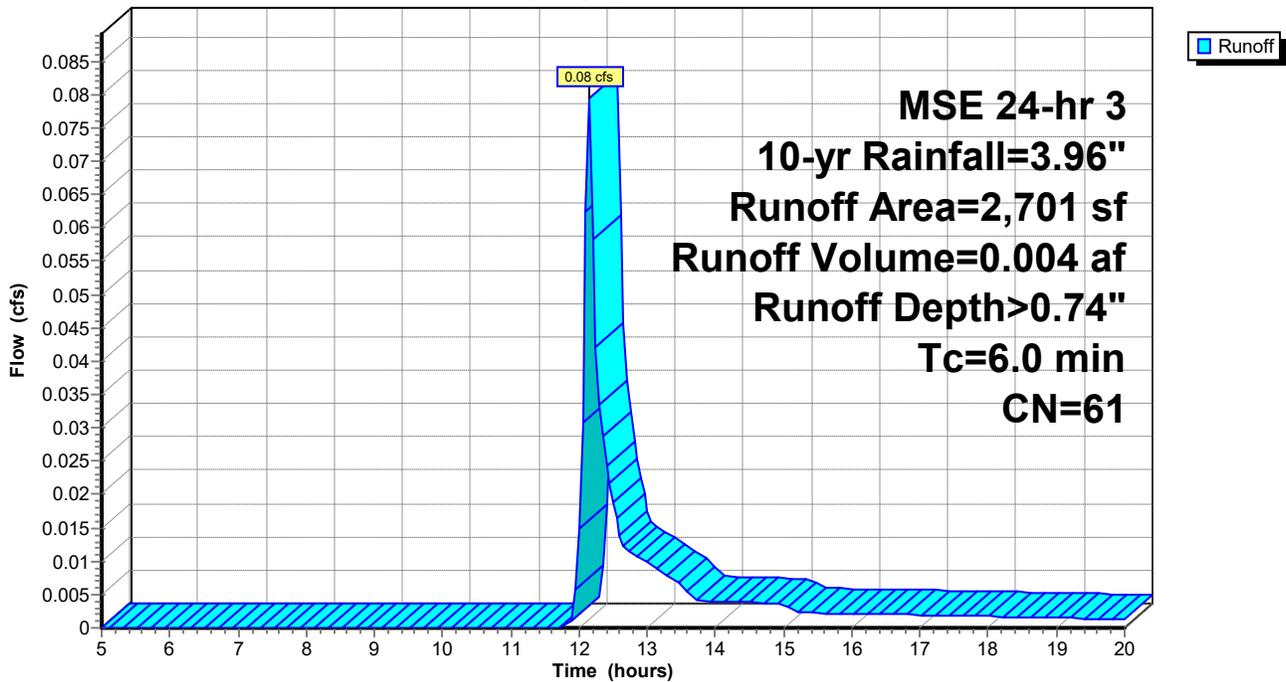
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 10-yr Rainfall=3.96"

Area (sf)	CN	Description
2,701	61	>75% Grass cover, Good, HSG B
2,701		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 8S: Proposed Site - Undetained East**

Hydrograph



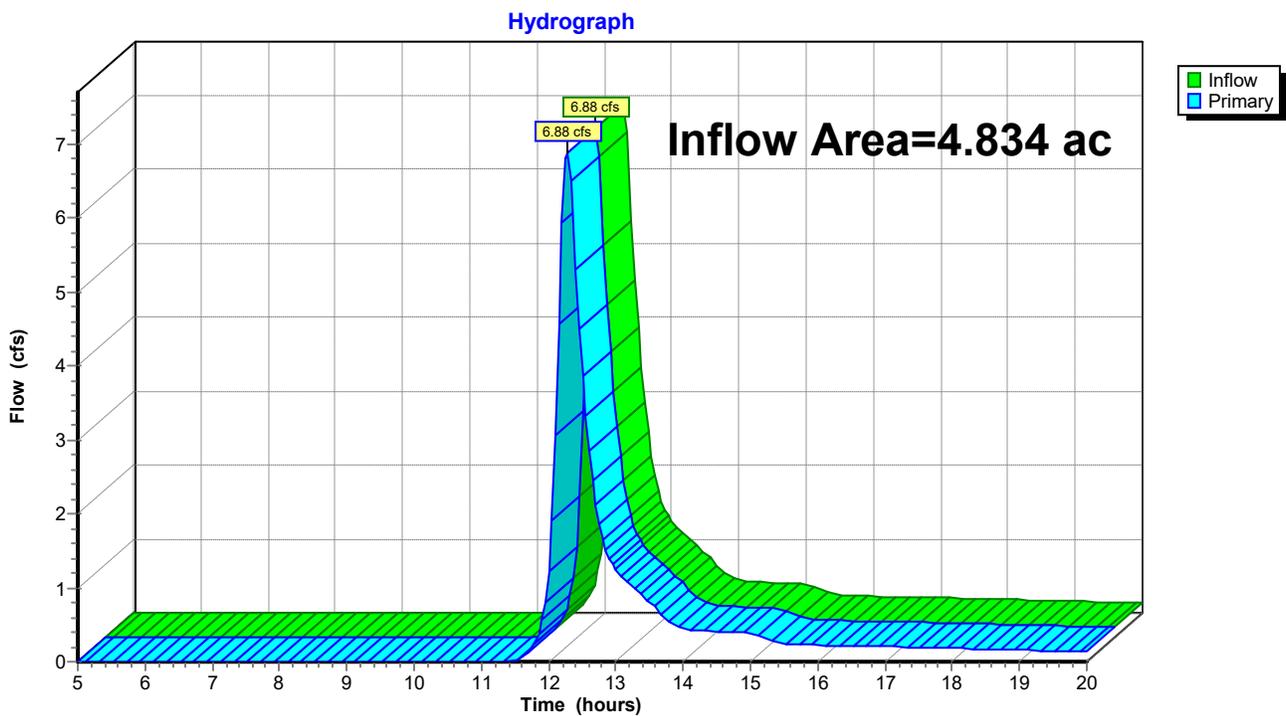
### Summary for Pond 1P: Total Existing Flow

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 22.01% Impervious, Inflow Depth > 1.19" for 10-yr event  
Inflow = 6.88 cfs @ 12.28 hrs, Volume= 0.479 af  
Primary = 6.88 cfs @ 12.28 hrs, Volume= 0.479 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 1P: Total Existing Flow



**Summary for Pond 2P: UG**

Inflow Area = 4.406 ac, 81.14% Impervious, Inflow Depth > 2.88" for 10-yr event  
 Inflow = 22.19 cfs @ 12.13 hrs, Volume= 1.057 af  
 Outflow = 1.80 cfs @ 12.86 hrs, Volume= 1.004 af, Atten= 92%, Lag= 43.9 min  
 Primary = 1.80 cfs @ 12.86 hrs, Volume= 1.004 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 876.86' @ 12.86 hrs Surf.Area= 0.201 ac Storage= 0.578 af

Plug-Flow detention time= 156.5 min calculated for 1.001 af (95% of inflow)  
 Center-of-Mass det. time= 138.4 min ( 900.4 - 762.0 )

Volume	Invert	Avail.Storage	Storage Description
#1	873.00'	1.623 af	<b>120.0" Round Pipe Storage</b> L= 900.0'

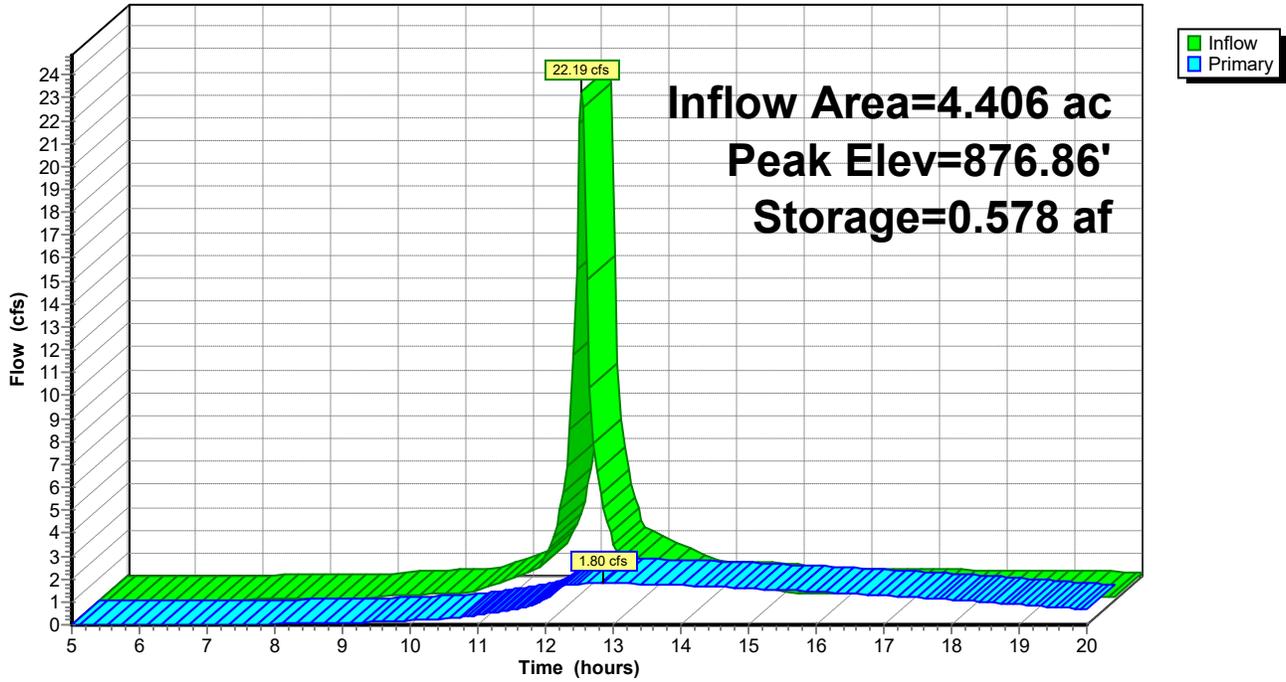
Device	Routing	Invert	Outlet Devices
#1	Primary	873.00'	<b>24.0" Round Culvert</b> L= 10.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 873.00' / 872.80' S= 0.0200 '/ Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 3.14 sf
#2	Device 1	873.00'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600
#3	Device 1	877.20'	<b>6.0' long Sharp-Crested Rectangular Weir</b> 2 End Contraction(s)

**Primary OutFlow** Max=1.80 cfs @ 12.86 hrs HW=876.86' (Free Discharge)

- 1=Culvert (Passes 1.80 cfs of 20.20 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 1.80 cfs @ 9.15 fps)
- 3=Sharp-Crested Rectangular Weir ( Controls 0.00 cfs)

Pond 2P: UG

Hydrograph



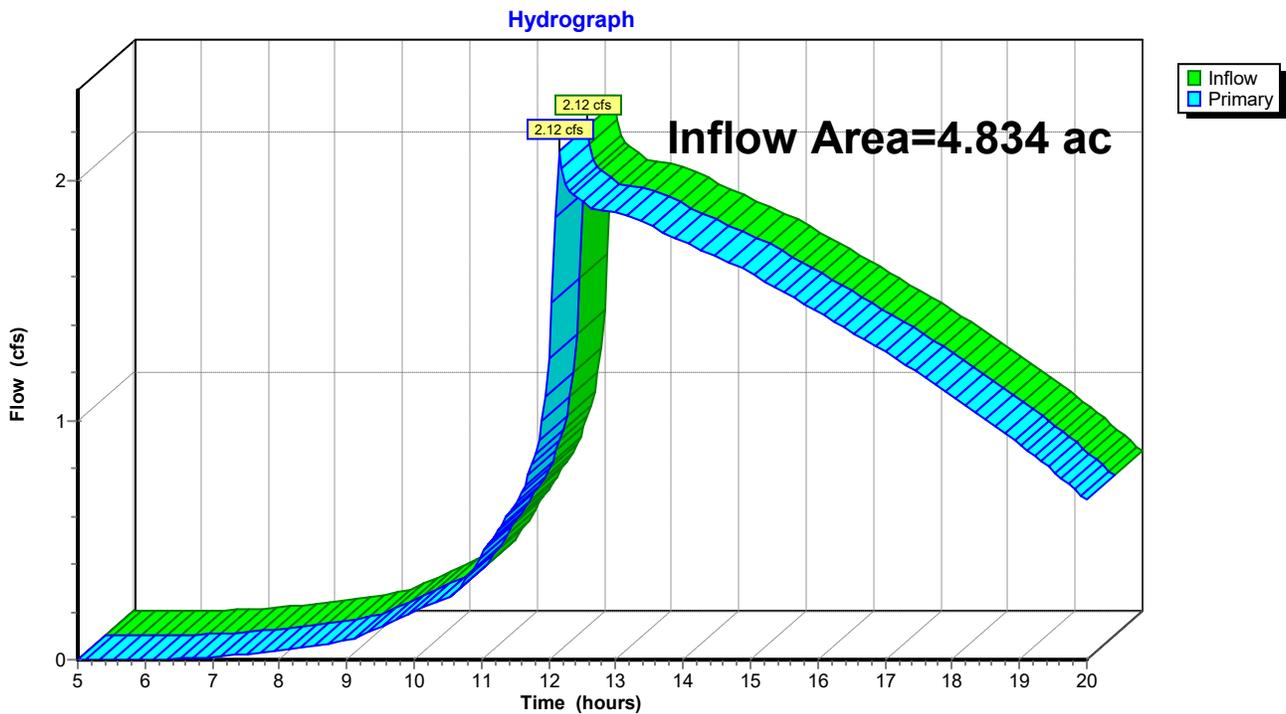
### Summary for Pond 4P: Total Proposed Flow

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 74.16% Impervious, Inflow Depth > 2.56" for 10-yr event  
Inflow = 2.12 cfs @ 12.17 hrs, Volume= 1.032 af  
Primary = 2.12 cfs @ 12.17 hrs, Volume= 1.032 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 4P: Total Proposed Flow





**Summary for Subcatchment 1S: Existing Site - West**

Runoff = 1.67 cfs @ 12.14 hrs, Volume= 0.074 af, Depth> 2.10"

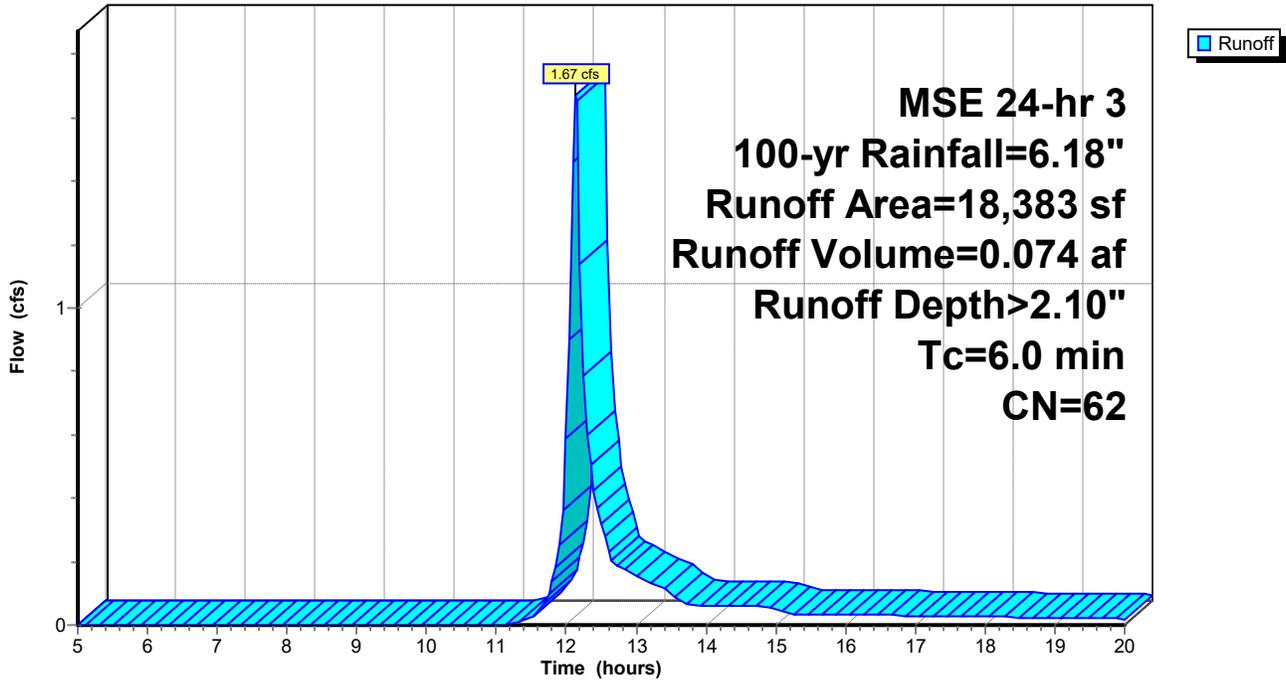
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-yr Rainfall=6.18"

Area (sf)	CN	Description
17,920	61	>75% Grass cover, Good, HSG B
* 428	98	Walks, HSG B
35	98	Paved parking, HSG B
18,383	62	Weighted Average
17,920		97.48% Pervious Area
463		2.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 1S: Existing Site - West**

Hydrograph



**Summary for Subcatchment 2S: Existing Site - Northeast**

Runoff = 15.62 cfs @ 12.27 hrs, Volume= 1.032 af, Depth> 2.81"

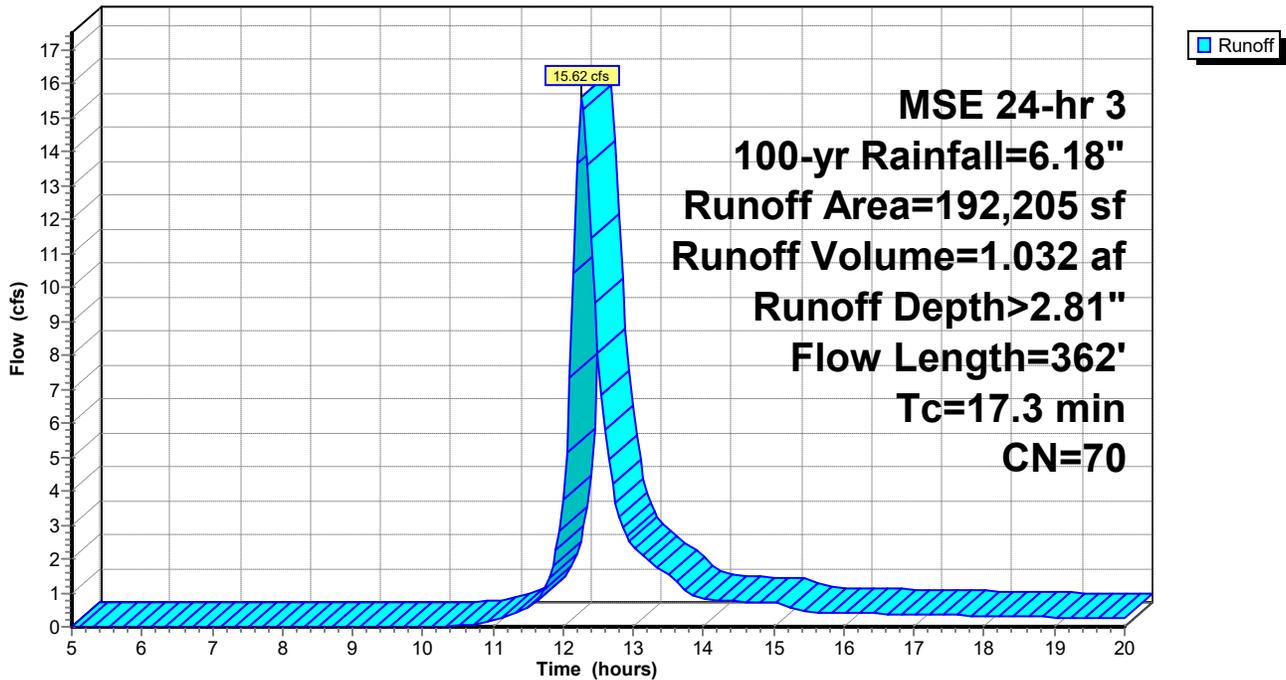
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-yr Rainfall=6.18"

Area (sf)	CN	Description
30,908	98	Paved parking, HSG B
10,968	98	Roofs, HSG B
* 4,017	98	Walks, HSG B
146,312	61	>75% Grass cover, Good, HSG B
192,205	70	Weighted Average
146,312		76.12% Pervious Area
45,893		23.88% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.8	130	0.0250	0.18		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 2.79"
5.5	232	0.0100	0.70		<b>Shallow Concentrated Flow,</b> Short Grass Pasture Kv= 7.0 fps
17.3	362	Total			

**Subcatchment 2S: Existing Site - Northeast**

Hydrograph



**Summary for Subcatchment 4S: Proposed Site - West**

Runoff = 1.45 cfs @ 12.14 hrs, Volume= 0.064 af, Depth> 2.10"

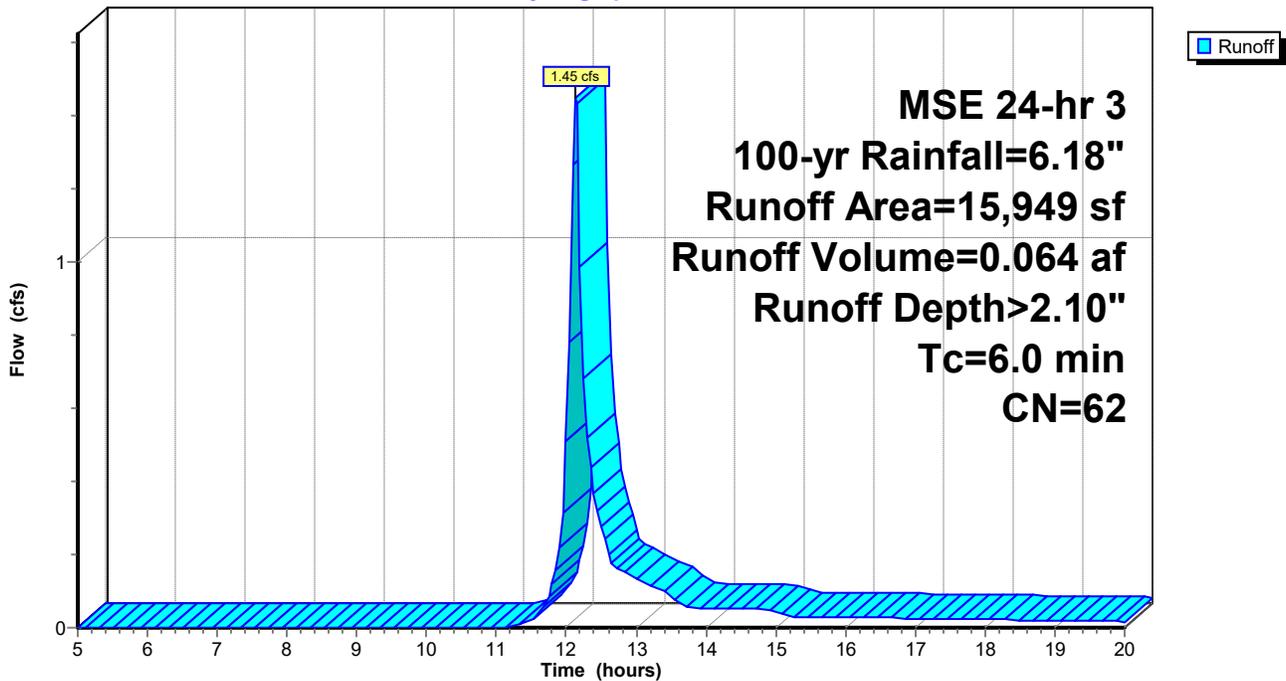
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-yr Rainfall=6.18"

Area (sf)	CN	Description
* 428	98	Walks, HSG B
15,521	61	>75% Grass cover, Good, HSG B
15,949	62	Weighted Average
15,521		97.32% Pervious Area
428		2.68% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 4S: Proposed Site - West**

Hydrograph



**Summary for Subcatchment 5S: Proposed Site to UG**

Runoff = 18.47 cfs @ 12.13 hrs, Volume= 0.922 af, Depth> 5.08"

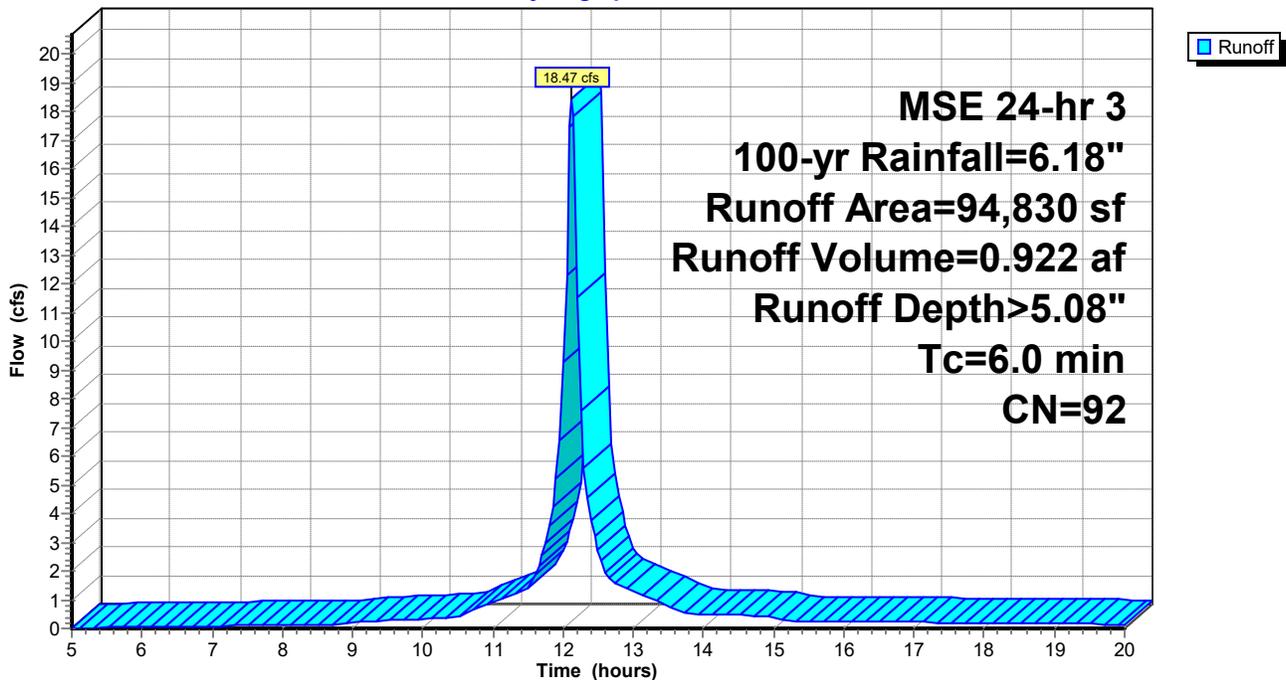
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-yr Rainfall=6.18"

Area (sf)	CN	Description
59,811	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 2,308	98	Walks, HSG B
4,739	61	>75% Grass cover, Good, HSG B
9,972	61	>75% Grass cover, Good, HSG B
94,830	92	Weighted Average
14,711		15.51% Pervious Area
80,119		84.49% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 5S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 6S: Proposed Site to UG**

Runoff = 18.45 cfs @ 12.13 hrs, Volume= 0.903 af, Depth> 4.86"

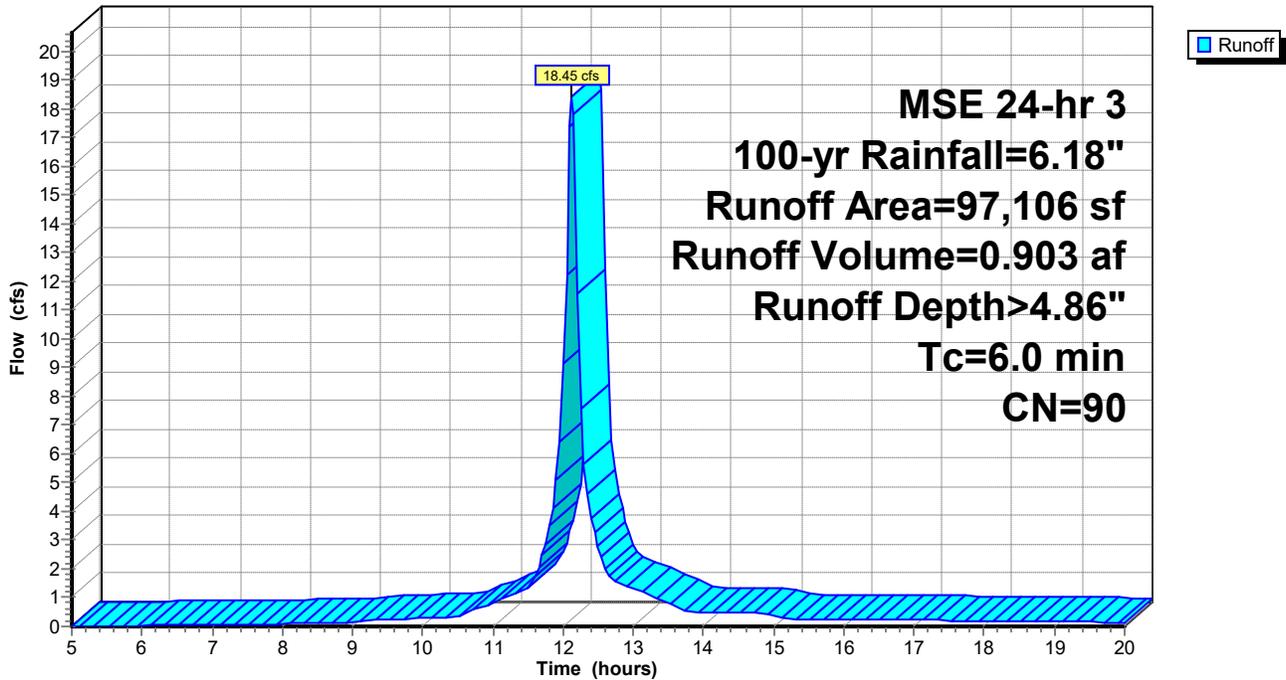
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-yr Rainfall=6.18"

Area (sf)	CN	Description
49,779	98	Paved parking, HSG B
18,000	98	Roofs, HSG B
* 7,841	98	Walks, HSG B
12,306	61	>75% Grass cover, Good, HSG B
9,180	61	>75% Grass cover, Good, HSG B
97,106	90	Weighted Average
21,486		22.13% Pervious Area
75,620		77.87% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 6S: Proposed Site to UG**

Hydrograph



**Summary for Subcatchment 8S: Proposed Site - Undetained East**

Runoff = 0.23 cfs @ 12.14 hrs, Volume= 0.010 af, Depth> 2.02"

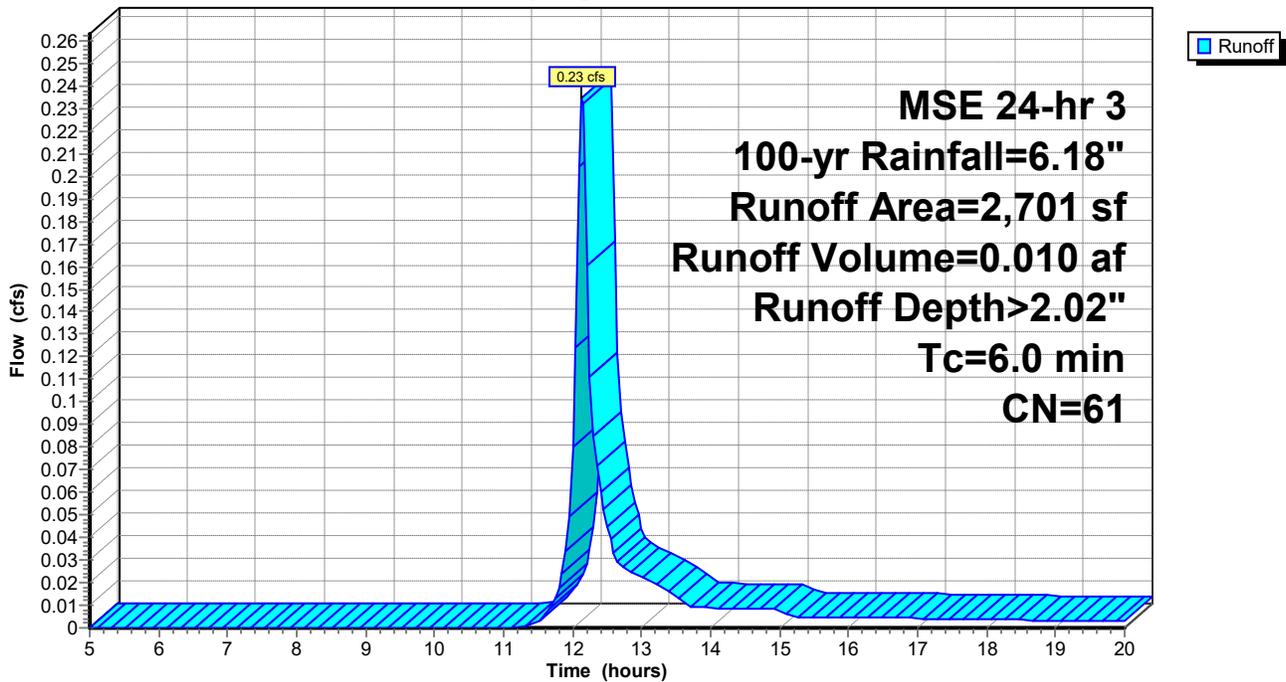
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 MSE 24-hr 3 100-yr Rainfall=6.18"

Area (sf)	CN	Description
2,701	61	>75% Grass cover, Good, HSG B
2,701		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum

**Subcatchment 8S: Proposed Site - Undetained East**

Hydrograph



### Summary for Pond 1P: Total Existing Flow

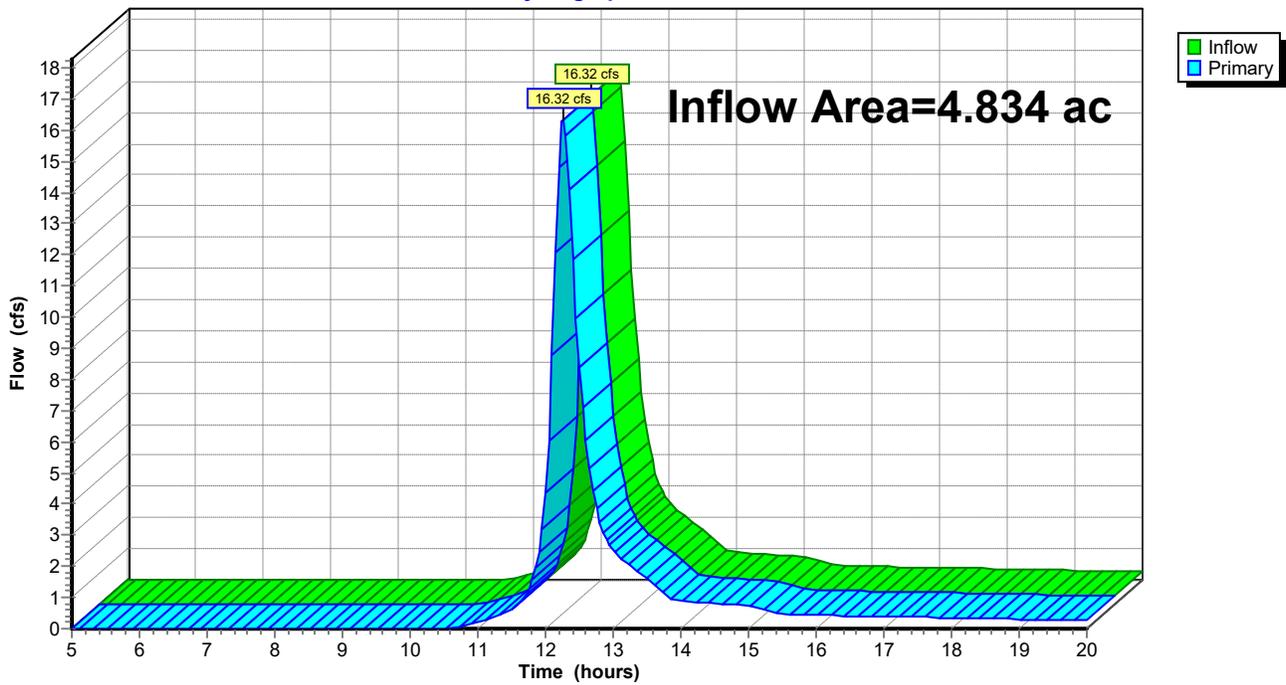
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 22.01% Impervious, Inflow Depth > 2.75" for 100-yr event  
Inflow = 16.32 cfs @ 12.26 hrs, Volume= 1.106 af  
Primary = 16.32 cfs @ 12.26 hrs, Volume= 1.106 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 1P: Total Existing Flow

Hydrograph



**Summary for Pond 2P: UG**

Inflow Area = 4.406 ac, 81.14% Impervious, Inflow Depth > 4.97" for 100-yr event  
 Inflow = 36.92 cfs @ 12.13 hrs, Volume= 1.825 af  
 Outflow = 15.15 cfs @ 12.26 hrs, Volume= 1.685 af, Atten= 59%, Lag= 8.2 min  
 Primary = 15.15 cfs @ 12.26 hrs, Volume= 1.685 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 877.98' @ 12.26 hrs Surf.Area= 0.207 ac Storage= 0.807 af

Plug-Flow detention time= 125.0 min calculated for 1.685 af (92% of inflow)  
 Center-of-Mass det. time= 99.4 min ( 852.0 - 752.6 )

Volume	Invert	Avail.Storage	Storage Description
#1	873.00'	1.623 af	<b>120.0" Round Pipe Storage</b> L= 900.0'

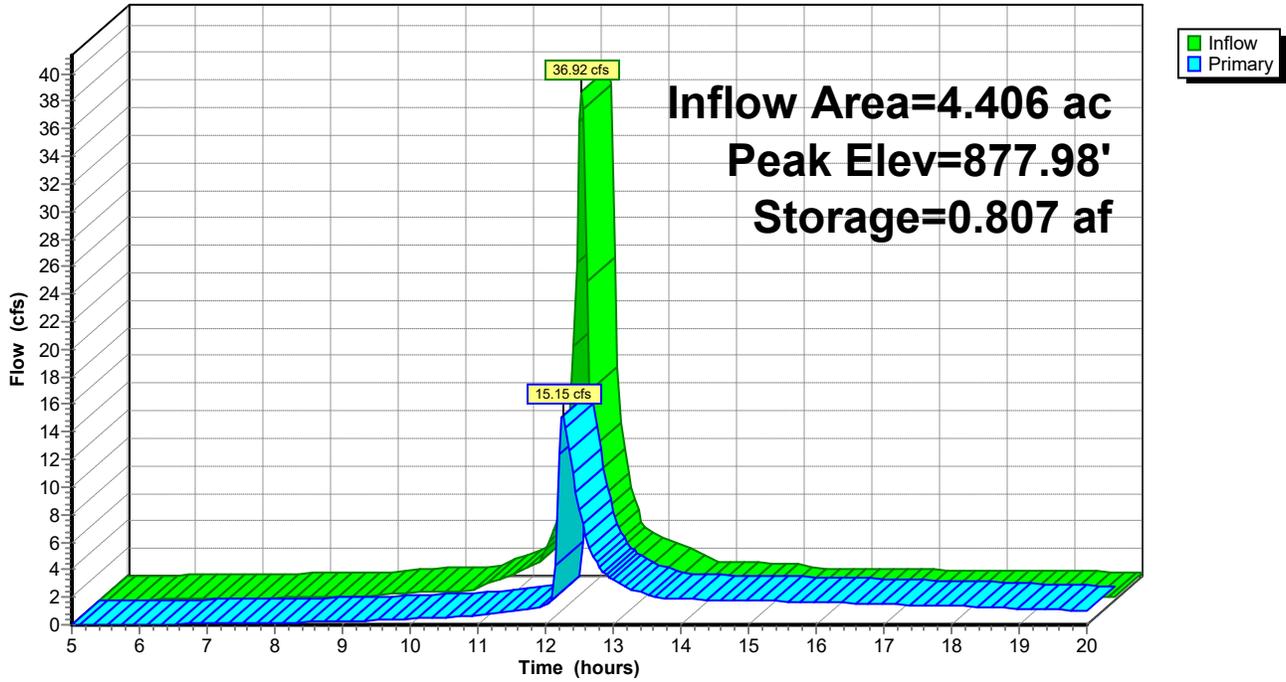
Device	Routing	Invert	Outlet Devices
#1	Primary	873.00'	<b>24.0" Round Culvert</b> L= 10.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 873.00' / 872.80' S= 0.0200 '/' Cc= 0.900 n= 0.025 Corrugated metal, Flow Area= 3.14 sf
#2	Device 1	873.00'	<b>6.0" Vert. Orifice/Grate</b> C= 0.600
#3	Device 1	877.20'	<b>6.0' long Sharp-Crested Rectangular Weir</b> 2 End Contraction(s)

**Primary OutFlow** Max=14.79 cfs @ 12.26 hrs HW=877.96' (Free Discharge)

- 1=Culvert (Passes 14.79 cfs of 23.77 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 2.05 cfs @ 10.45 fps)
- 3=Sharp-Crested Rectangular Weir (Weir Controls 12.74 cfs @ 2.86 fps)

### Pond 2P: UG

Hydrograph



### Summary for Pond 4P: Total Proposed Flow

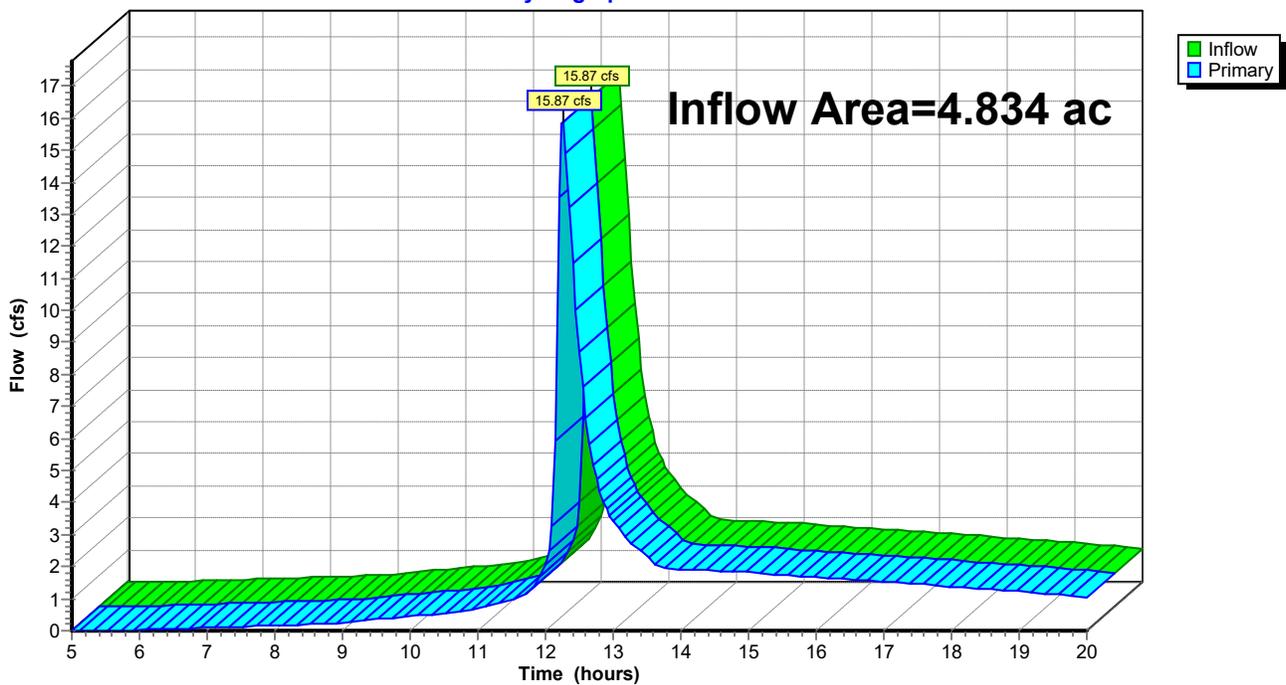
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 4.834 ac, 74.16% Impervious, Inflow Depth > 4.37" for 100-yr event  
Inflow = 15.87 cfs @ 12.26 hrs, Volume= 1.760 af  
Primary = 15.87 cfs @ 12.26 hrs, Volume= 1.760 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

### Pond 4P: Total Proposed Flow

Hydrograph



**Section 3**  
**WinSLAMM Report**



Ross Development ALL UG - InputData.txt

Data file name: Y:\Projects\1601316\_Ross Site\USE THIS\1601316\_Ross Site\Eng Data\Hydrology\Ross Development ALL UG.mdb

WinSLAMM Version 10.3.1

Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN

Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI\_AVG01.pscx

Runoff Coefficient file name: C:\WinSLAMM Files\WI\_SL06 Dec06.rsvx

Residential Street Delivery file name: C:\WinSLAMM Files\WI\_Res and Other Urban Dec06.std

Institutional Street Delivery file name: C:\WinSLAMM Files\WI\_Com Inst Indust Dec06.std

Commercial Street Delivery file name: C:\WinSLAMM Files\WI\_Com Inst Indust Dec06.std

Industrial Street Delivery file name: C:\WinSLAMM Files\WI\_Com Inst Indust Dec06.std

Other Urban Street Delivery file name: C:\WinSLAMM Files\WI\_Res and Other Urban Dec06.std

Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std

Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance: False

Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI\_GEO03.ppdx

Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv

Cost Data file name:

Seed for random number generator: -42

Study period starting date: 01/01/81

Study period ending date: 12/31/81

Start of Winter Season: 12/02

End of Winter Season: 03/12

Date: 02-12-2018

Time: 14:31:44

Site information:

LU# 1 - Commercial: 5S Proposed to UG Total area (ac): 2.177

1 - Roofs 1: 0.413 ac. Flat Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

13 - Paved Parking 1: 1.373 ac. Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

31 - Sidewalks 1: 0.053 ac. Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

45 - Large Landscaped Areas 1: 0.229 ac. Normal Silty Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

51 - Small Landscaped Areas 1: 0.109 ac. Normal Silty Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

LU# 2 - Commercial: 4S Proposed to West Total area (ac): 0.366

31 - Sidewalks 1: 0.010 ac. Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

45 - Large Landscaped Areas 1: 0.356 ac. Normal Silty Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

Ross Development ALL UG - InputData.txt

LU# 3 - Commercial: 6S Proposed Site to UG Total area (ac): 2.230  
 1 - Roofs 1: 0.413 ac. Flat Connected Source Area PSD File:  
 C:\WinSLAMM Files\NURP.cpz  
 13 - Paved Parking 1: 1.143 ac. Connected Source Area PSD File:  
 C:\WinSLAMM Files\NURP.cpz  
 31 - Sidewalks 1: 0.180 ac. Connected Source Area PSD File: C:\WinSLAMM  
 Files\NURP.cpz  
 45 - Large Landscaped Areas 1: 0.211 ac. Normal Silty Source Area PSD  
 File: C:\WinSLAMM Files\NURP.cpz  
 51 - Small Landscaped Areas 1: 0.283 ac. Normal Silty Source Area PSD  
 File: C:\WinSLAMM Files\NURP.cpz

LU# 4 - Commercial: 8S Proposed to East Total area (ac): 0.062  
 45 - Large Landscaped Areas 1: 0.062 ac. Normal Silty Source Area PSD  
 File: C:\WinSLAMM Files\NURP.cpz

Control Practice 1: Wet Detention Pond CP# 1 (DS) - DS Wet Pond # 1  
 Particle Size Distribution file name: Not needed - calculated by program  
 Initial stage elevation (ft): 5  
 Peak to Average Flow Ratio: 3.8  
 Maximum flow allowed into pond (cfs): No maximum value entered  
 Outlet Characteristics:

- Outlet type: Orifice 1
  - 1. Orifice diameter (ft): 0.5
  - 2. Number of orifices: 1
  - 3. Invert elevation above datum (ft): 5
- Outlet type: Broad Crested Weir
  - 1. Weir crest length (ft): 6
  - 2. Weir crest width (ft): 0.1
  - 3. Height from datum to bottom of weir opening: 9.2

Pond stage and surface area

(cfs)	Entry Number	Stage (ft)	Pond Area (acres)	Natural Seepage (in/hr)	Other Outflow
	0	0.00	0.0000	0.00	
0.00	1	0.05	0.0291	0.00	
0.00	2	0.15	0.0502	0.00	
0.00	3	0.25	0.0645	0.00	
0.00	4	0.50	0.0901	0.00	

Ross Development ALL UG - InputData.txt

0.00	5	1.00	0.1240	0.00
0.00	6	1.50	0.1475	0.00
0.00	7	2.00	0.1653	0.00
0.00	8	2.50	0.1789	0.00
0.00	9	3.00	0.1894	0.00
0.00	10	3.50	0.1971	0.00
0.00	11	4.00	0.2024	0.00
0.00	12	4.50	0.2056	0.00
0.00	13	5.00	0.2066	0.00
0.00	14	5.50	0.2066	0.00
0.00	15	6.00	0.2066	0.00
0.00	16	6.50	0.2066	0.00
0.00	17	7.00	0.2066	0.00
0.00	18	7.50	0.2066	0.00
0.00	19	8.00	0.2066	0.00
0.00	20	8.50	0.2066	0.00

Ross Development ALL UG - Output Summary.txt

SLAMM for Windows Version 10.3.1  
 (c) Copyright Robert Pitt and John Voorhees 2012  
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Data file name: Y:\Projects\1601316\_Ross Site\USE THIS\1601316\_Ross Site\Eng  
 Data\Hydrology\Ross Development ALL UG.mdb  
 Data file description:  
 Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN  
 Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI\_AVG01.pscx  
 Runoff Coefficient file name: C:\WinSLAMM Files\WI\_SL06 Dec06.rsvx  
 Residential Street Delivery file name: C:\WinSLAMM Files\WI\_Res and Other Urban  
 Dec06.std  
 Institutional Street Delivery file name: C:\WinSLAMM Files\WI\_Com Inst Indust  
 Dec06.std  
 Commercial Street Delivery file name: C:\WinSLAMM Files\WI\_Com Inst Indust  
 Dec06.std  
 Industrial Street Delivery file name: C:\WinSLAMM Files\WI\_Com Inst Indust  
 Dec06.std  
 Other Urban Street Delivery file name: C:\WinSLAMM Files\WI\_Res and Other Urban  
 Dec06.std  
 Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std  
 Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI\_GEO03.ppd  
 Start of Winter Season: 12/02 End of Winter Season: 03/12  
 Model Run Start Date: 01/01/81 Model Run End Date: 12/31/81  
 Date of run: 02-12-2018 Time of run: 14:31:31  
 Total Area Modeled (acres): 4.835  
 Years in Model Run: 1.00

Particulate	Percent	Runoff	Percent Particulate
Solids	Particulate	Volume	Solids
Yield	Solids	(cu ft)	Conc.
(lbs)	Reduction	Reduction	(mg/L)
Total of all Land Uses without Controls:		283532	106.4
1884	-		
Outfall Total with Controls:		284261	29.27
519.4	72.43%		
Annualized Total After Outfall Controls:		285042	
520.9			

## Section 4

### Project Maps





**NOAA Atlas 14, Volume 8, Version 2**  
**Location name: Lake Geneva, Wisconsin, USA\***  
**Latitude: 42.5907°, Longitude: -88.4116°**  
**Elevation: 873.69 ft\*\***



\* source: ESRI Maps  
 \*\* source: USGS

**POINT PRECIPITATION FREQUENCY ESTIMATES**

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF\\_tabular](#) | [PF\\_graphical](#) | [Maps & aeriels](#)

**PF tabular**

<b>PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)<sup>1</sup></b>										
<b>Duration</b>	<b>Average recurrence interval (years)</b>									
	<b>1</b>	<b>2</b>	<b>5</b>	<b>10</b>	<b>25</b>	<b>50</b>	<b>100</b>	<b>200</b>	<b>500</b>	<b>1000</b>
<b>5-min</b>	<b>0.350</b> (0.271-0.444)	<b>0.407</b> (0.315-0.517)	<b>0.503</b> (0.387-0.639)	<b>0.584</b> (0.447-0.745)	<b>0.699</b> (0.520-0.915)	<b>0.790</b> (0.575-1.04)	<b>0.884</b> (0.623-1.19)	<b>0.980</b> (0.665-1.34)	<b>1.11</b> (0.727-1.55)	<b>1.21</b> (0.774-1.71)
<b>10-min</b>	<b>0.513</b> (0.396-0.651)	<b>0.596</b> (0.461-0.757)	<b>0.736</b> (0.567-0.936)	<b>0.855</b> (0.655-1.09)	<b>1.02</b> (0.761-1.34)	<b>1.16</b> (0.842-1.53)	<b>1.29</b> (0.912-1.74)	<b>1.44</b> (0.973-1.97)	<b>1.63</b> (1.06-2.27)	<b>1.78</b> (1.13-2.51)
<b>15-min</b>	<b>0.625</b> (0.484-0.793)	<b>0.727</b> (0.562-0.923)	<b>0.898</b> (0.691-1.14)	<b>1.04</b> (0.799-1.33)	<b>1.25</b> (0.929-1.63)	<b>1.41</b> (1.03-1.86)	<b>1.58</b> (1.11-2.12)	<b>1.75</b> (1.19-2.40)	<b>1.99</b> (1.30-2.77)	<b>2.17</b> (1.38-3.06)
<b>30-min</b>	<b>0.877</b> (0.678-1.11)	<b>1.02</b> (0.787-1.29)	<b>1.26</b> (0.969-1.60)	<b>1.46</b> (1.12-1.87)	<b>1.76</b> (1.31-2.30)	<b>1.99</b> (1.45-2.63)	<b>2.23</b> (1.57-3.00)	<b>2.48</b> (1.69-3.40)	<b>2.83</b> (1.85-3.95)	<b>3.10</b> (1.97-4.37)
<b>60-min</b>	<b>1.11</b> (0.860-1.41)	<b>1.31</b> (1.01-1.66)	<b>1.64</b> (1.26-2.09)	<b>1.93</b> (1.48-2.46)	<b>2.35</b> (1.75-3.08)	<b>2.68</b> (1.96-3.55)	<b>3.03</b> (2.14-4.08)	<b>3.40</b> (2.31-4.66)	<b>3.90</b> (2.55-5.46)	<b>4.30</b> (2.74-6.06)
<b>2-hr</b>	<b>1.35</b> (1.05-1.69)	<b>1.60</b> (1.25-2.01)	<b>2.03</b> (1.58-2.55)	<b>2.40</b> (1.86-3.03)	<b>2.94</b> (2.22-3.82)	<b>3.38</b> (2.49-4.43)	<b>3.83</b> (2.74-5.11)	<b>4.31</b> (2.97-5.86)	<b>4.98</b> (3.30-6.89)	<b>5.50</b> (3.56-7.68)
<b>3-hr</b>	<b>1.48</b> (1.17-1.85)	<b>1.77</b> (1.39-2.21)	<b>2.26</b> (1.78-2.83)	<b>2.69</b> (2.10-3.38)	<b>3.32</b> (2.53-4.30)	<b>3.84</b> (2.85-5.00)	<b>4.37</b> (3.15-5.79)	<b>4.94</b> (3.42-6.67)	<b>5.72</b> (3.83-7.88)	<b>6.35</b> (4.14-8.80)
<b>6-hr</b>	<b>1.75</b> (1.40-2.16)	<b>2.08</b> (1.66-2.56)	<b>2.65</b> (2.10-3.27)	<b>3.15</b> (2.49-3.90)	<b>3.89</b> (3.00-4.98)	<b>4.49</b> (3.39-5.80)	<b>5.13</b> (3.75-6.74)	<b>5.81</b> (4.09-7.77)	<b>6.77</b> (4.59-9.22)	<b>7.52</b> (4.97-10.3)
<b>12-hr</b>	<b>2.08</b> (1.68-2.54)	<b>2.42</b> (1.95-2.94)	<b>3.00</b> (2.41-3.66)	<b>3.52</b> (2.82-4.32)	<b>4.30</b> (3.37-5.45)	<b>4.95</b> (3.78-6.31)	<b>5.63</b> (4.17-7.31)	<b>6.37</b> (4.54-8.42)	<b>7.40</b> (5.10-9.98)	<b>8.23</b> (5.52-11.2)
<b>24-hr</b>	<b>2.41</b> (1.97-2.90)	<b>2.77</b> (2.26-3.34)	<b>3.40</b> (2.76-4.10)	<b>3.96</b> (3.20-4.79)	<b>4.78</b> (3.79-5.98)	<b>5.46</b> (4.23-6.88)	<b>6.18</b> (4.64-7.93)	<b>6.95</b> (5.03-9.08)	<b>8.03</b> (5.61-10.7)	<b>8.90</b> (6.05-11.9)
<b>2-day</b>	<b>2.73</b> (2.26-3.25)	<b>3.16</b> (2.61-3.76)	<b>3.90</b> (3.21-4.65)	<b>4.54</b> (3.72-5.43)	<b>5.47</b> (4.38-6.75)	<b>6.23</b> (4.88-7.75)	<b>7.02</b> (5.34-8.88)	<b>7.86</b> (5.76-10.1)	<b>9.01</b> (6.38-11.8)	<b>9.93</b> (6.85-13.1)
<b>3-day</b>	<b>3.01</b> (2.51-3.55)	<b>3.45</b> (2.88-4.09)	<b>4.22</b> (3.50-5.00)	<b>4.90</b> (4.04-5.82)	<b>5.88</b> (4.74-7.20)	<b>6.68</b> (5.27-8.24)	<b>7.51</b> (5.75-9.43)	<b>8.39</b> (6.20-10.7)	<b>9.62</b> (6.87-12.6)	<b>10.6</b> (7.37-13.9)
<b>4-day</b>	<b>3.25</b> (2.72-3.82)	<b>3.70</b> (3.10-4.36)	<b>4.48</b> (3.74-5.28)	<b>5.17</b> (4.29-6.11)	<b>6.17</b> (5.01-7.53)	<b>7.00</b> (5.56-8.60)	<b>7.86</b> (6.06-9.83)	<b>8.78</b> (6.53-11.2)	<b>10.1</b> (7.23-13.1)	<b>11.1</b> (7.76-14.5)
<b>7-day</b>	<b>3.85</b> (3.26-4.49)	<b>4.32</b> (3.65-5.03)	<b>5.14</b> (4.33-6.00)	<b>5.86</b> (4.91-6.86)	<b>6.92</b> (5.68-8.35)	<b>7.79</b> (6.26-9.48)	<b>8.71</b> (6.79-10.8)	<b>9.69</b> (7.29-12.2)	<b>11.1</b> (8.05-14.2)	<b>12.2</b> (8.62-15.7)
<b>10-day</b>	<b>4.39</b> (3.74-5.08)	<b>4.90</b> (4.17-5.67)	<b>5.78</b> (4.90-6.70)	<b>6.55</b> (5.53-7.62)	<b>7.67</b> (6.33-9.18)	<b>8.58</b> (6.93-10.4)	<b>9.54</b> (7.49-11.7)	<b>10.6</b> (7.99-13.2)	<b>12.0</b> (8.76-15.3)	<b>13.1</b> (9.34-16.8)
<b>20-day</b>	<b>6.01</b> (5.18-6.87)	<b>6.70</b> (5.78-7.67)	<b>7.84</b> (6.74-8.99)	<b>8.79</b> (7.52-10.1)	<b>10.1</b> (8.42-11.9)	<b>11.1</b> (9.10-13.2)	<b>12.2</b> (9.66-14.7)	<b>13.2</b> (10.1-16.3)	<b>14.6</b> (10.9-18.4)	<b>15.7</b> (11.4-20.0)
<b>30-day</b>	<b>7.45</b> (6.48-8.46)	<b>8.30</b> (7.21-9.43)	<b>9.67</b> (8.37-11.0)	<b>10.8</b> (9.29-12.3)	<b>12.2</b> (10.2-14.2)	<b>13.4</b> (11.0-15.7)	<b>14.4</b> (11.5-17.2)	<b>15.5</b> (12.0-18.9)	<b>16.8</b> (12.6-21.0)	<b>17.8</b> (13.1-22.5)
<b>45-day</b>	<b>9.35</b> (8.19-10.5)	<b>10.4</b> (9.11-11.7)	<b>12.0</b> (10.5-13.6)	<b>13.3</b> (11.6-15.1)	<b>15.0</b> (12.6-17.2)	<b>16.1</b> (13.3-18.7)	<b>17.2</b> (13.9-20.4)	<b>18.3</b> (14.2-22.0)	<b>19.5</b> (14.7-24.0)	<b>20.4</b> (15.1-25.5)
<b>60-day</b>	<b>11.0</b> (9.72-12.4)	<b>12.2</b> (10.8-13.7)	<b>14.1</b> (12.4-15.8)	<b>15.5</b> (13.5-17.5)	<b>17.3</b> (14.6-19.7)	<b>18.5</b> (15.4-21.3)	<b>19.6</b> (15.8-23.0)	<b>20.6</b> (16.1-24.6)	<b>21.7</b> (16.4-26.5)	<b>22.4</b> (16.7-28.0)

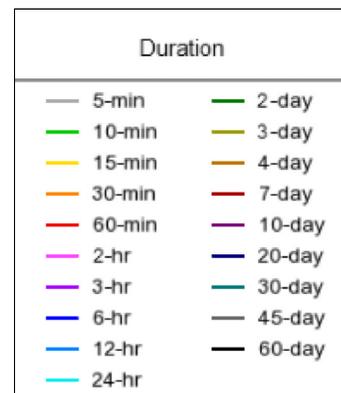
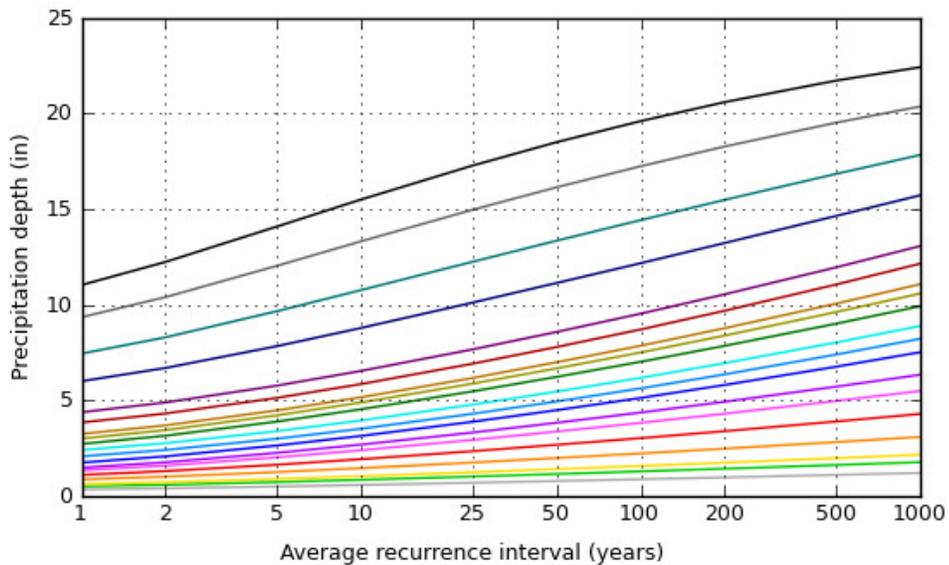
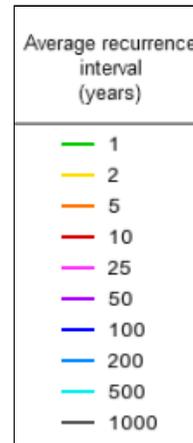
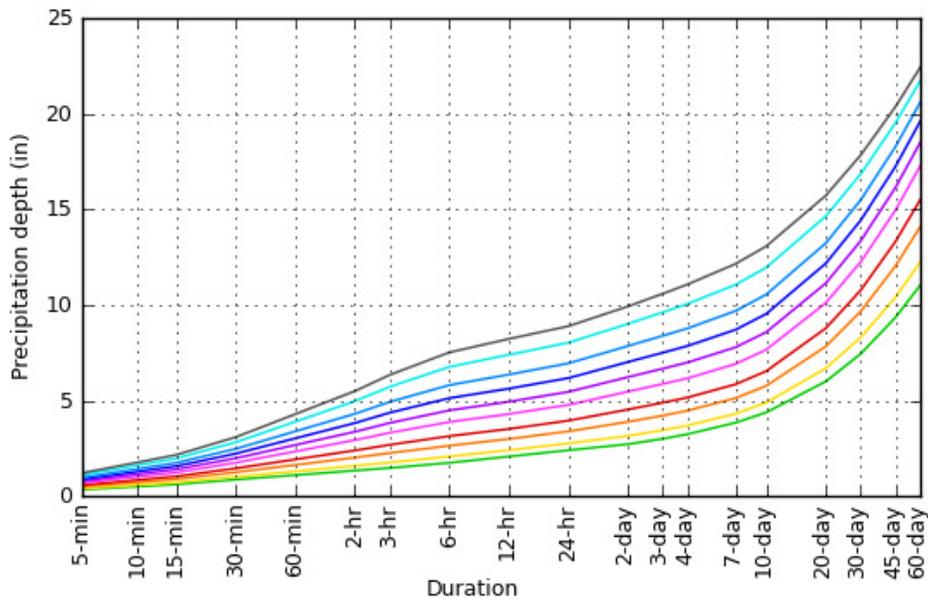
<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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**PF graphical**

PDS-based depth-duration-frequency (DDF) curves

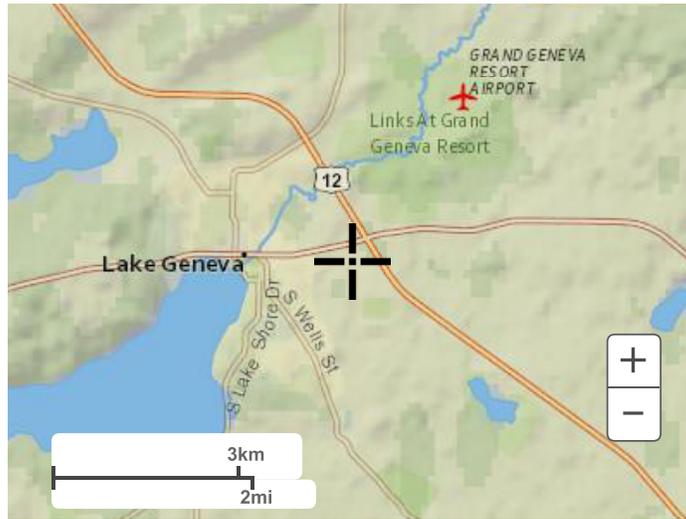
Latitude: 42.5907°, Longitude: -88.4116°



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**Maps & aerials**

**Small scale terrain**



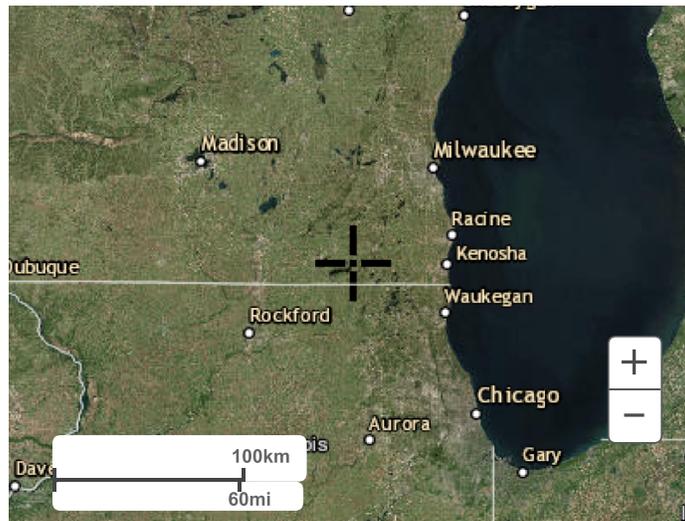
Large scale terrain



Large scale map



Large scale aerial



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[National Oceanic and Atmospheric Administration](#)  
[National Weather Service](#)  
[National Water Center](#)  
1325 East West Highway  
Silver Spring, MD 20910  
Questions?: [HDSC.Questions@noaa.gov](mailto:HDSC.Questions@noaa.gov)

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# Aerial View



- Legend**
- Municipality
  - State Boundaries
  - County Boundaries
  - Major Roads**
  - Interstate Highway
  - State Highway
  - US Highway
  - County and Local Roads**
  - County HWY
  - Local Road
  - Railroads
  - Tribal Lands
  - Rivers and Streams
  - Intermittent Streams
  - Lakes and Open water
  - Index to EN\_Image\_Basemap\_Leaf\_Off



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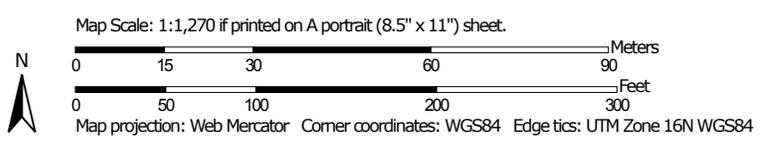
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## Notes

Soil Map—Walworth County, Wisconsin



Soil Map may not be valid at this scale.



## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Walworth County, Wisconsin  
 Survey Area Data: Version 14, Oct 6, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 29, 2011—Mar 28, 2012

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CyA	Conover silt loam, 1 to 3 percent slopes	1.2	19.8%
MpB	McHenry silt loam, 2 to 6 percent slopes	3.2	51.6%
MxC2	Miami loam, sandy loam substratum, 6 to 12 percent slopes, eroded	1.8	28.6%
<b>Totals for Area of Interest</b>		<b>6.3</b>	<b>100.0%</b>

## Walworth County, Wisconsin

### CyA—Conover silt loam, 1 to 3 percent slopes

#### Map Unit Setting

*National map unit symbol:* g8w9

*Elevation:* 660 to 980 feet

*Mean annual precipitation:* 30 to 38 inches

*Mean annual air temperature:* 43 to 48 degrees F

*Frost-free period:* 150 to 190 days

*Farmland classification:* Prime farmland if drained

#### Map Unit Composition

*Conover and similar soils:* 100 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Conover

##### Setting

*Landform:* Till plains

*Parent material:* Thin loess over loamy till

##### Typical profile

*Ap,E - 0 to 11 inches:* silt loam

*Bt - 11 to 23 inches:* clay loam

*2Bt,2BC,2C - 23 to 60 inches:* loam

##### Properties and qualities

*Slope:* 1 to 3 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Somewhat poorly drained

*Capacity of the most limiting layer to transmit water (Ksat):*

Moderately low to moderately high (0.14 to 0.57 in/hr)

*Depth to water table:* About 0 to 24 inches

*Frequency of flooding:* Occasional

*Frequency of ponding:* Occasional

*Calcium carbonate, maximum in profile:* 30 percent

*Available water storage in profile:* Moderate (about 8.9 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 2w

*Hydrologic Soil Group:* C/D

*Other vegetative classification:* Mod AWC, high water table

(G095BY004WI)

*Hydric soil rating:* No

#### Minor Components

##### Pella

*Percent of map unit:*

*Landform:* Depressions

*Hydric soil rating: Yes*

## **Data Source Information**

Soil Survey Area: Walworth County, Wisconsin  
Survey Area Data: Version 14, Oct 6, 2017

## Walworth County, Wisconsin

### MpB—McHenry silt loam, 2 to 6 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2tjyr  
*Elevation:* 820 to 1,490 feet  
*Mean annual precipitation:* 31 to 37 inches  
*Mean annual air temperature:* 45 to 48 degrees F  
*Frost-free period:* 126 to 181 days  
*Farmland classification:* All areas are prime farmland

#### Map Unit Composition

*Mchenry and similar soils:* 90 percent  
*Minor components:* 10 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Mchenry

##### Setting

*Landform:* Moraines  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Convex  
*Parent material:* Loess over loamy till

##### Typical profile

*Ap - 0 to 5 inches:* silt loam  
*E - 5 to 10 inches:* silt loam  
*Bt1 - 10 to 22 inches:* silty clay loam  
*2Bt2 - 22 to 32 inches:* loam  
*2Bt3 - 32 to 37 inches:* fine sandy loam  
*2C - 37 to 79 inches:* gravelly sandy loam

##### Properties and qualities

*Slope:* 2 to 6 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Runoff class:* Low  
*Capacity of the most limiting layer to transmit water (Ksat):*  
Moderately high to high (0.60 to 2.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 30 percent  
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)  
*Available water storage in profile:* High (about 9.2 inches)

### **Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 2e

*Hydrologic Soil Group:* B

*Hydric soil rating:* No

### **Minor Components**

#### **Dodge, eroded**

*Percent of map unit:* 5 percent

*Landform:* Moraines

*Landform position (two-dimensional):* Backslope

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Linear

*Across-slope shape:* Convex

*Hydric soil rating:* No

#### **Elburn**

*Percent of map unit:* 3 percent

*Landform:* Drainageways

*Landform position (two-dimensional):* Backslope

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Linear

*Across-slope shape:* Convex

*Hydric soil rating:* No

#### **Fox**

*Percent of map unit:* 2 percent

*Landform:* Moraines

*Landform position (two-dimensional):* Backslope

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Linear

*Across-slope shape:* Convex

*Hydric soil rating:* No

## **Data Source Information**

Soil Survey Area: Walworth County, Wisconsin

Survey Area Data: Version 14, Oct 6, 2017

## Walworth County, Wisconsin

### MxC2—Miami loam, sandy loam substratum, 6 to 12 percent slopes, eroded

#### Map Unit Setting

*National map unit symbol:* g8xp

*Elevation:* 660 to 980 feet

*Mean annual precipitation:* 30 to 38 inches

*Mean annual air temperature:* 43 to 48 degrees F

*Frost-free period:* 150 to 190 days

*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Miami and similar soils:* 100 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Miami

##### Setting

*Landform:* Till plains

*Parent material:* Loamy lodgment till

##### Typical profile

*Ap - 0 to 10 inches:* loam

*Bt - 10 to 36 inches:* clay loam

*C - 36 to 60 inches:* gravelly sandy loam

##### Properties and qualities

*Slope:* 6 to 12 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Well drained

*Capacity of the most limiting layer to transmit water (Ksat):*

Moderately high to high (0.57 to 1.98 in/hr)

*Depth to water table:* About 60 to 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum in profile:* 50 percent

*Available water storage in profile:* Moderate (about 8.5 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* B

*Other vegetative classification:* Mod AWC, adequately drained  
(G095BY005WI)

*Hydric soil rating:* No

## **Data Source Information**

Soil Survey Area: Walworth County, Wisconsin  
Survey Area Data: Version 14, Oct 6, 2017



# Wetland Inventory



- Legend**
- Wetland Class Points**
    - Dammed pond
    - Excavated pond
    - Filled excavated pond
    - Filled/draind wetland
    - Wetland too small to delineate
  - Filled Points**
  - Wetland Class Areas**
    - Wetland
    - Upland
  - Filled Areas**
  - Municipality**
  - State Boundaries**
  - County Boundaries**
  - Major Roads**
    - Interstate Highway
    - State Highway
    - US Highway
  - County and Local Roads**
    - County HWY
    - Local Road
  - Railroads**
  - Tribal Lands**
  - Rivers and Streams**
  - Intermittent Streams**
  - Lakes and Open water**



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**Notes**



# Wetland Indicators



- ### Legend
- NRCS Wetspots
  - Wetland Indicators
  - Municipality
  - State Boundaries
  - County Boundaries
  - Major Roads**
    - Interstate Highway
    - State Highway
    - US Highway
  - County and Local Roads**
    - County HWY
    - Local Road
  - Railroads
  - Tribal Lands
  - Rivers and Streams
  - Intermittent Streams
  - Lakes and Open water



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### Notes

## Section 5

### Storm Sewer Calculations



# Storm Sewer Tabulation

Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	Syst (min)					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
7	6	152.857	0.18	0.53	0.90	0.16	0.48	6.0	6.6	6.3	2.99	4.55	3.96	15	0.50	876.34	877.10	877.08	877.84	881.55	879.75	CB2 to Storage
8	7	100.377	0.35	0.35	0.90	0.32	0.32	6.0	6.0	6.5	2.06	2.51	3.57	12	0.50	877.35	877.85	878.04	878.54	879.75	881.00	CB1 to CB2
9	6	93.994	0.32	0.32	0.90	0.29	0.29	6.0	6.0	6.5	1.88	1.95	2.83	12	0.26	876.14	876.38	876.93	877.17	881.55	878.38	CB3 to Storage
10	End	124.605	0.30	1.93	0.90	0.27	1.74	6.0	8.2	5.7	9.96	19.64	4.95	24	0.75	874.83	875.77	876.17	876.90	883.75	881.39	CB8 to Storage
11	10	98.975	0.09	1.22	0.90	0.08	1.10	6.0	7.4	6.0	6.57	23.74	4.17	24	1.10	875.77	876.86	876.90	877.77	881.39	881.41	CB7 to CB8
12	11	74.217	0.14	0.14	0.90	0.13	0.13	6.0	6.0	6.5	0.82	1.94	2.38	12	0.30	877.86	878.08	878.31	878.53	881.41	880.95	CB9 to CB7
13	11	57.415	0.01	0.99	0.90	0.01	0.89	6.0	7.1	6.1	5.43	6.80	4.27	18	0.42	876.86	877.10	877.87	878.11	881.41	882.10	CB6 to CB7
14	13	87.177	0.46	0.98	0.90	0.41	0.88	6.0	6.7	6.3	5.52	5.73	3.21	18	0.30	877.10	877.36	878.54	878.74	882.10	880.79	CB5 to CB6
15	14	100.274	0.52	0.52	0.90	0.47	0.47	6.0	6.0	6.5	3.06	3.22	2.55	15	0.25	877.61	877.86	878.82	879.02	880.79	880.79	CB4 to CB5
16	10	36.624	0.41	0.41	0.90	0.37	0.37	6.0	6.0	6.5	2.41	2.51	3.63	12	0.49	876.77	876.95	877.56	877.74	881.39	881.19	CB10 to CB8
17	End	130.574	0.11	0.11	0.90	0.10	0.10	6.0	6.0	6.5	0.65	1.68	2.04	12	0.22	875.65	875.94	876.06	876.38	883.75	878.47	CB11 to Storage

Project File: Storm2.stm

Number of lines: 11

Run Date: 3/22/2018

NOTES: Intensity = 30.46 / (Inlet time + 4.20) ^ 0.66; Return period = Yrs. 10 ; c = cir e = ellip b = box

# Storm Sewer Tabulation

Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	Syst (min)					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
7	6	152.857	0.18	0.53	0.90	0.16	0.48	6.0	6.4	9.5	4.55	4.55	4.23	15	0.50	876.34	877.10	877.36	878.12	881.55	879.75	CB2 to Storage
8	7	100.377	0.35	0.35	0.90	0.32	0.32	6.0	6.0	9.8	3.09	2.51	3.94	12	0.50	877.35	877.85	878.35	879.11	879.75	881.00	CB1 to CB2
9	6	93.994	0.32	0.32	0.90	0.29	0.29	6.0	6.0	9.8	2.83	1.95	3.60	12	0.26	876.14	876.38	877.14	877.65	881.55	878.38	CB3 to Storage
10	End	124.605	0.30	1.93	0.90	0.27	1.74	6.0	7.5	8.9	15.53	19.64	6.72	24	0.75	874.83	875.77	876.17	877.19	883.75	881.39	CB8 to Storage
11	10	98.975	0.09	1.22	0.90	0.08	1.10	6.0	7.0	9.2	10.13	23.74	4.87	24	1.10	875.77	876.86	877.19	878.00	881.39	881.41	CB7 to CB8
12	11	74.217	0.14	0.14	0.90	0.13	0.13	6.0	6.0	9.8	1.24	1.94	2.62	12	0.30	877.86	878.08	878.44	878.66	881.41	880.95	CB9 to CB7
13	11	57.415	0.01	0.99	0.90	0.01	0.89	6.0	6.8	9.3	8.33	6.80	4.71	18	0.42	876.86	877.10	878.36	878.72	881.41	882.10	CB6 to CB7
14	13	87.177	0.46	0.98	0.90	0.41	0.88	6.0	6.4	9.5	8.41	5.73	4.76	18	0.30	877.10	877.36	879.24	879.80	882.10	880.79	CB5 to CB6
15	14	100.274	0.52	0.52	0.90	0.47	0.47	6.0	6.0	9.8	4.60	3.22	3.75	15	0.25	877.61	877.86	879.97	880.48	880.79	880.79	CB4 to CB5
16	10	36.624	0.41	0.41	0.90	0.37	0.37	6.0	6.0	9.8	3.62	2.51	4.62	12	0.49	876.77	876.95	877.77	878.15	881.39	881.19	CB10 to CB8
17	End	130.574	0.11	0.11	0.90	0.10	0.10	6.0	6.0	9.8	0.97	1.68	2.43	12	0.22	875.65	875.94	876.06	876.63	883.75	878.47	CB11 to Storage

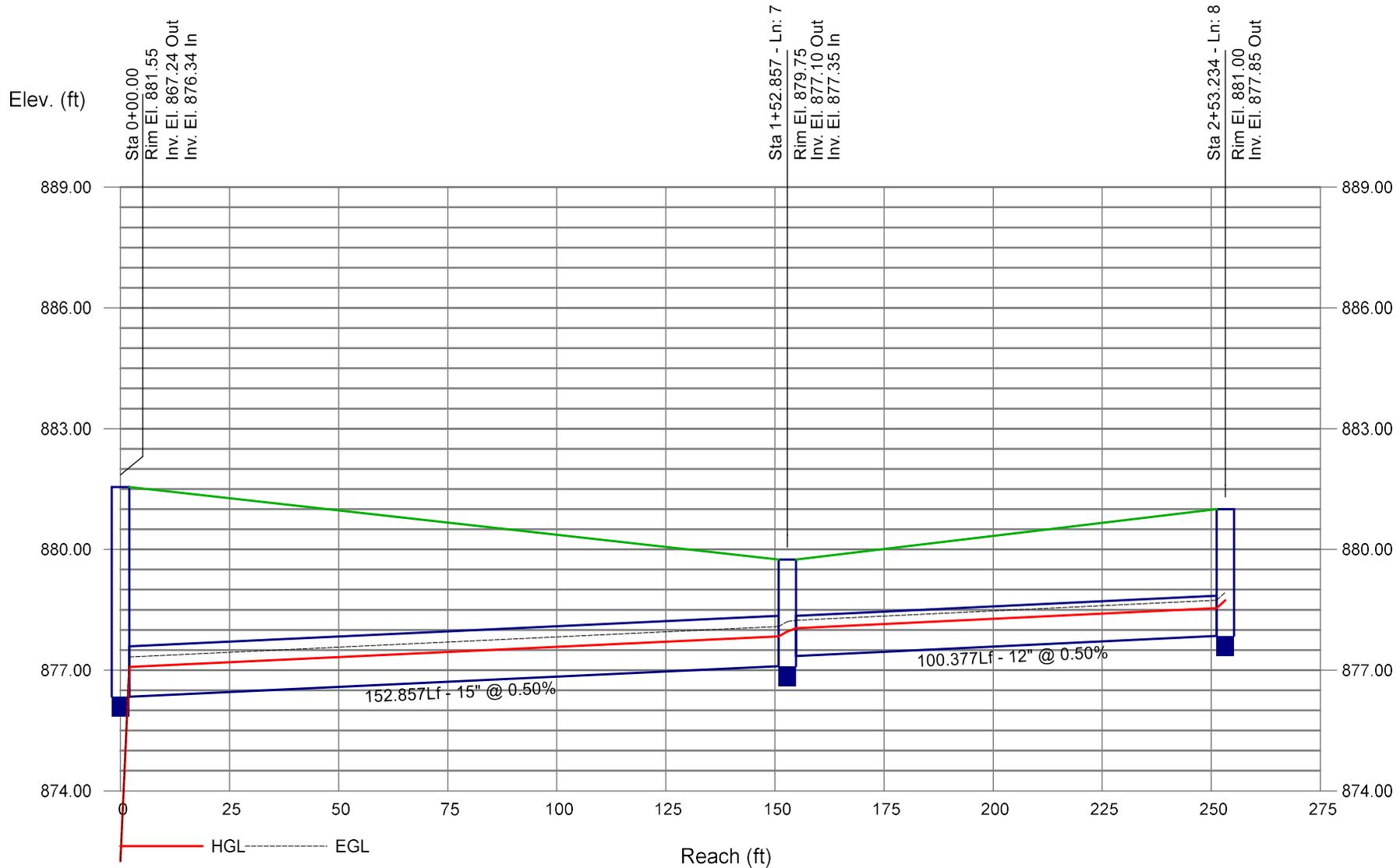
Project File: Storm2.stm

Number of lines: 11

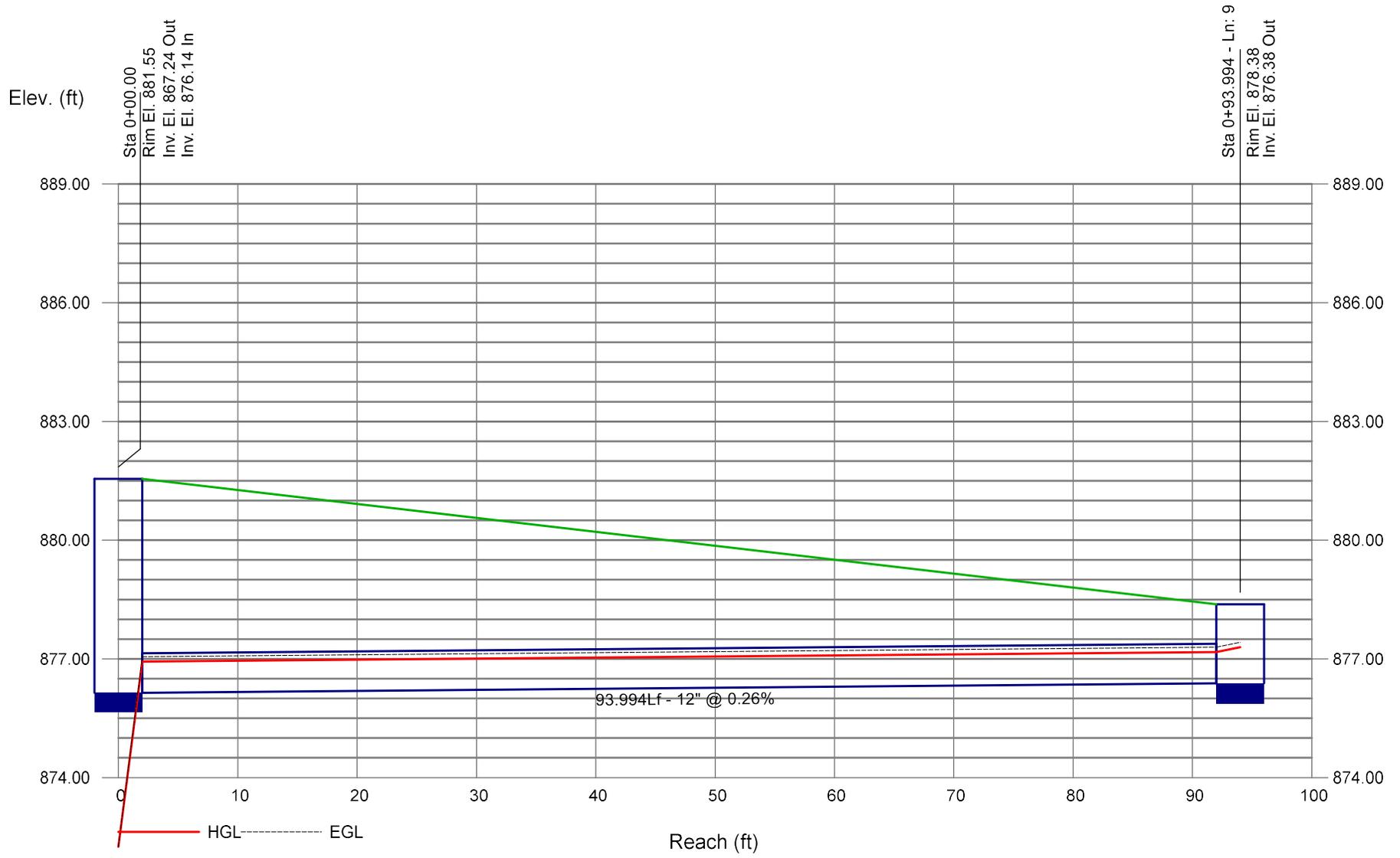
Run Date: 3/22/2018

NOTES: Intensity = 35.15 / (Inlet time + 2.60) ^ 0.59; Return period = Yrs. 100 ; c = cir e = ellip b = box

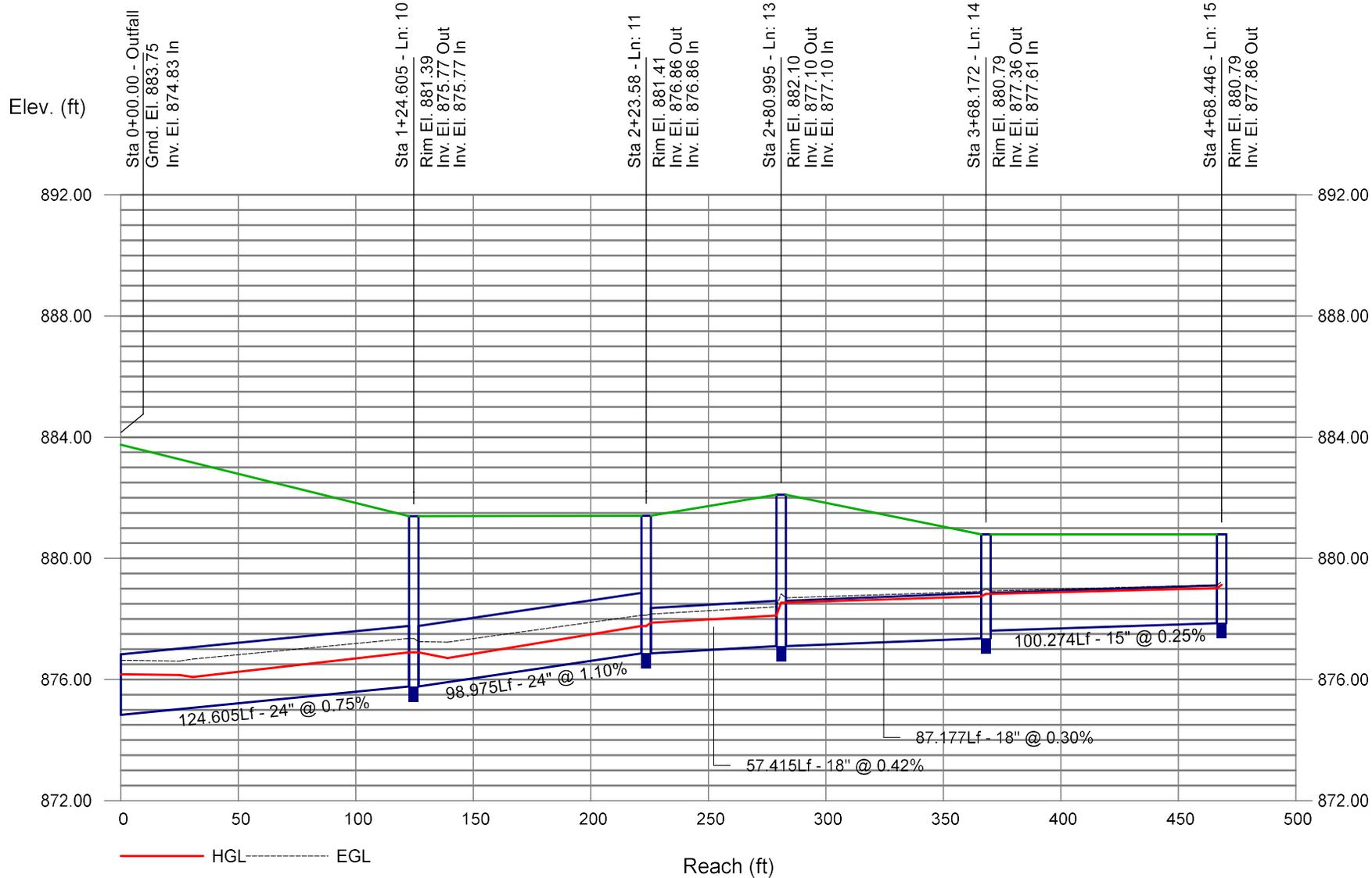
# Storm Sewer Profile



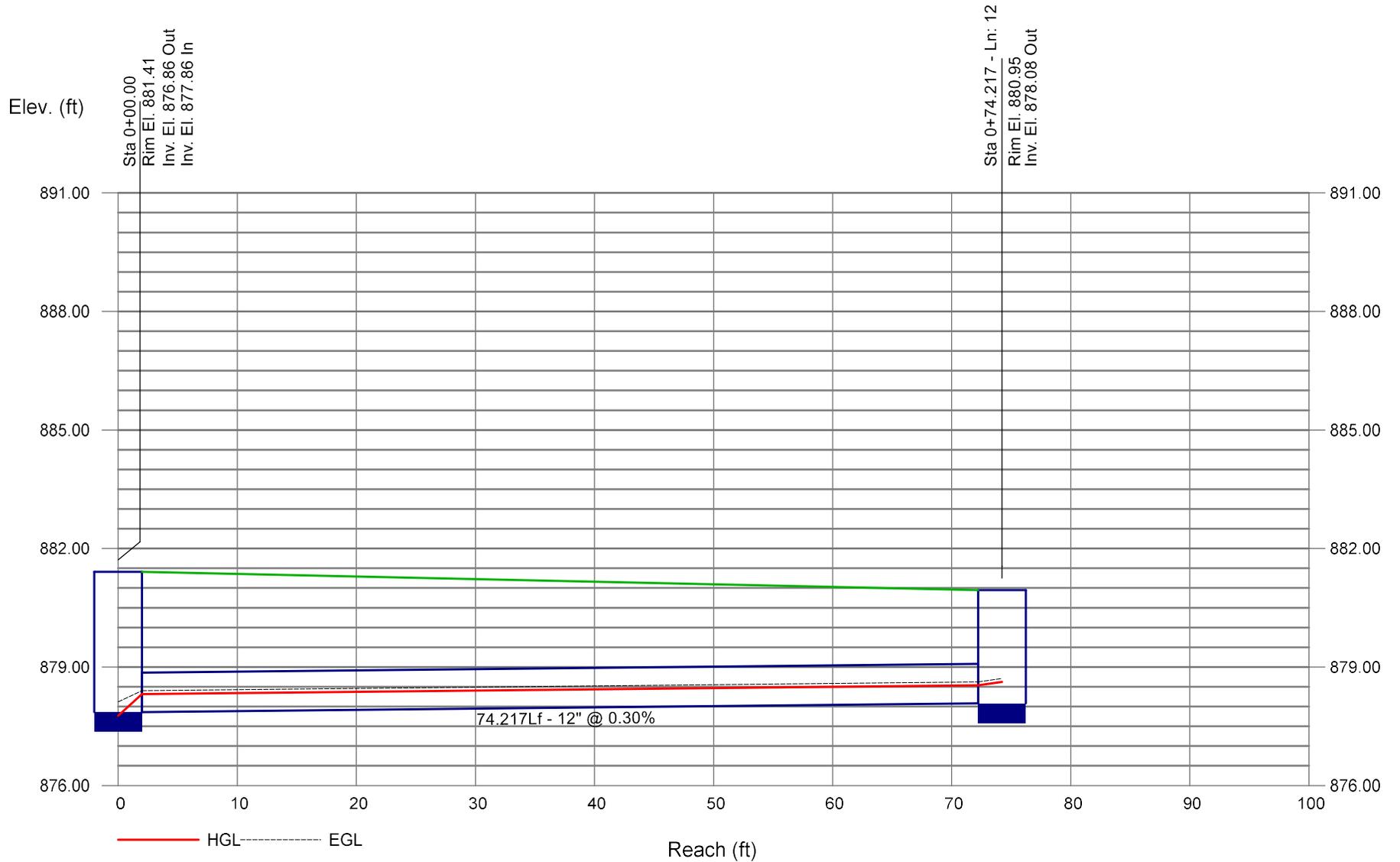
# Storm Sewer Profile



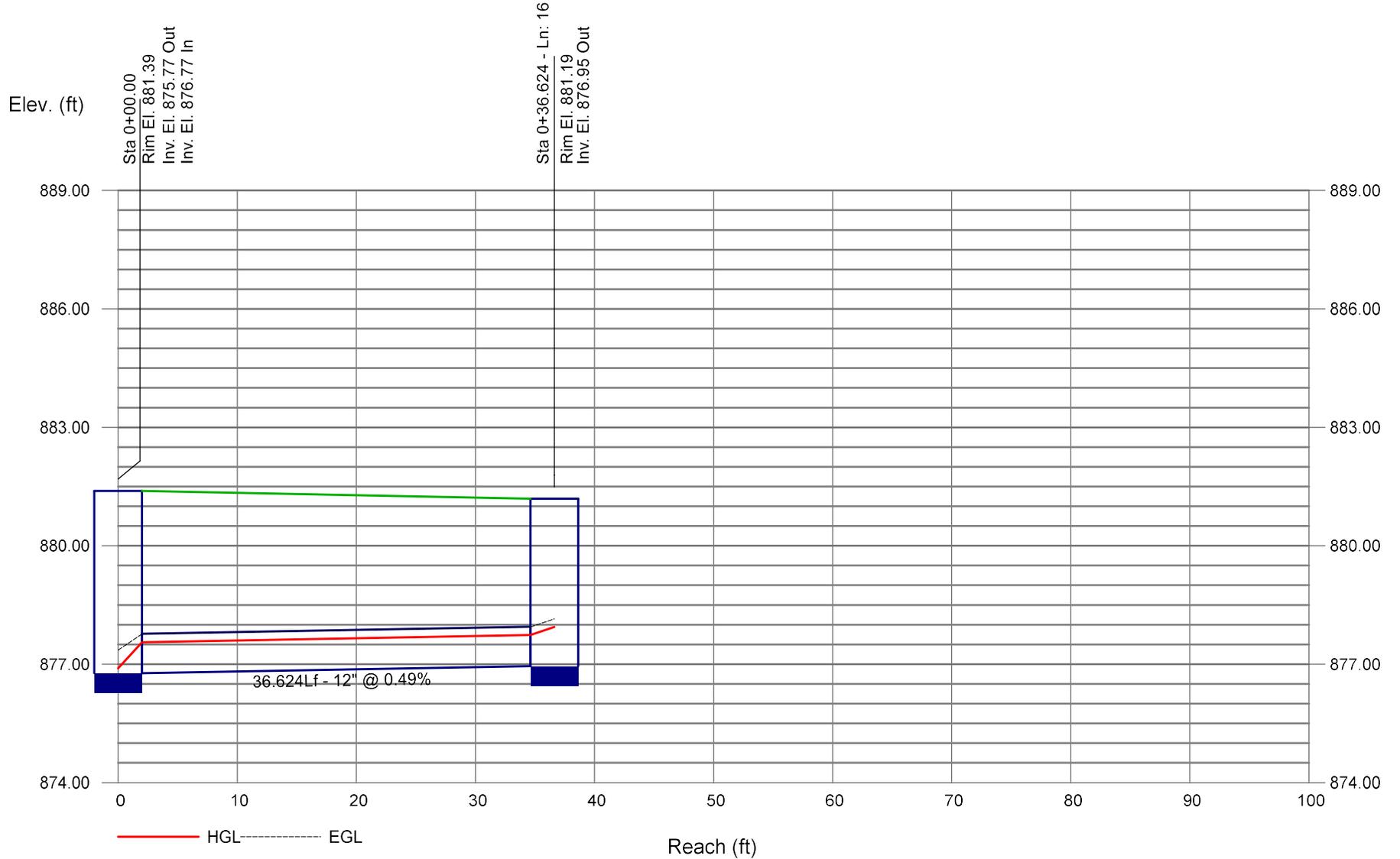
# Storm Sewer Profile



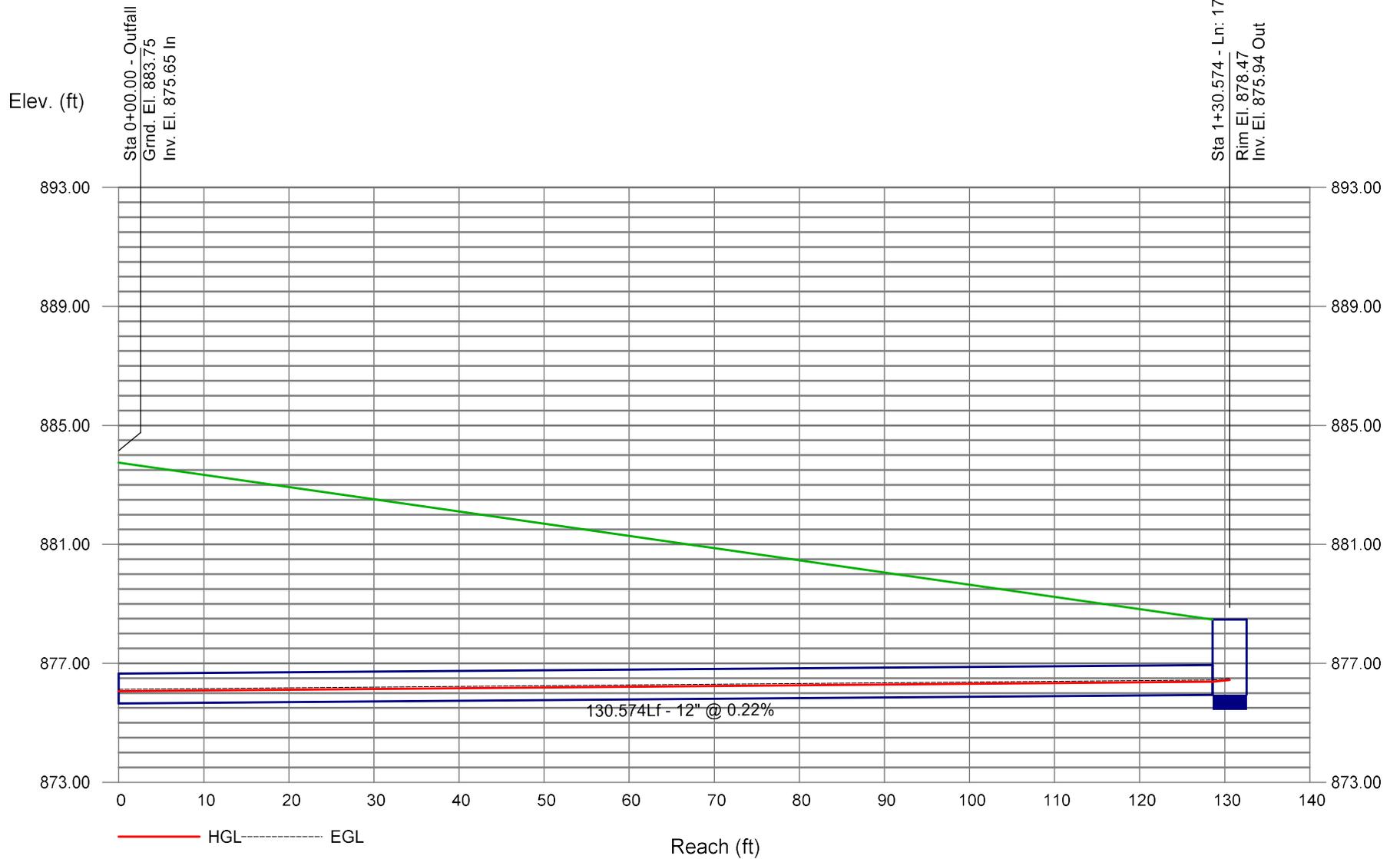
# Storm Sewer Profile



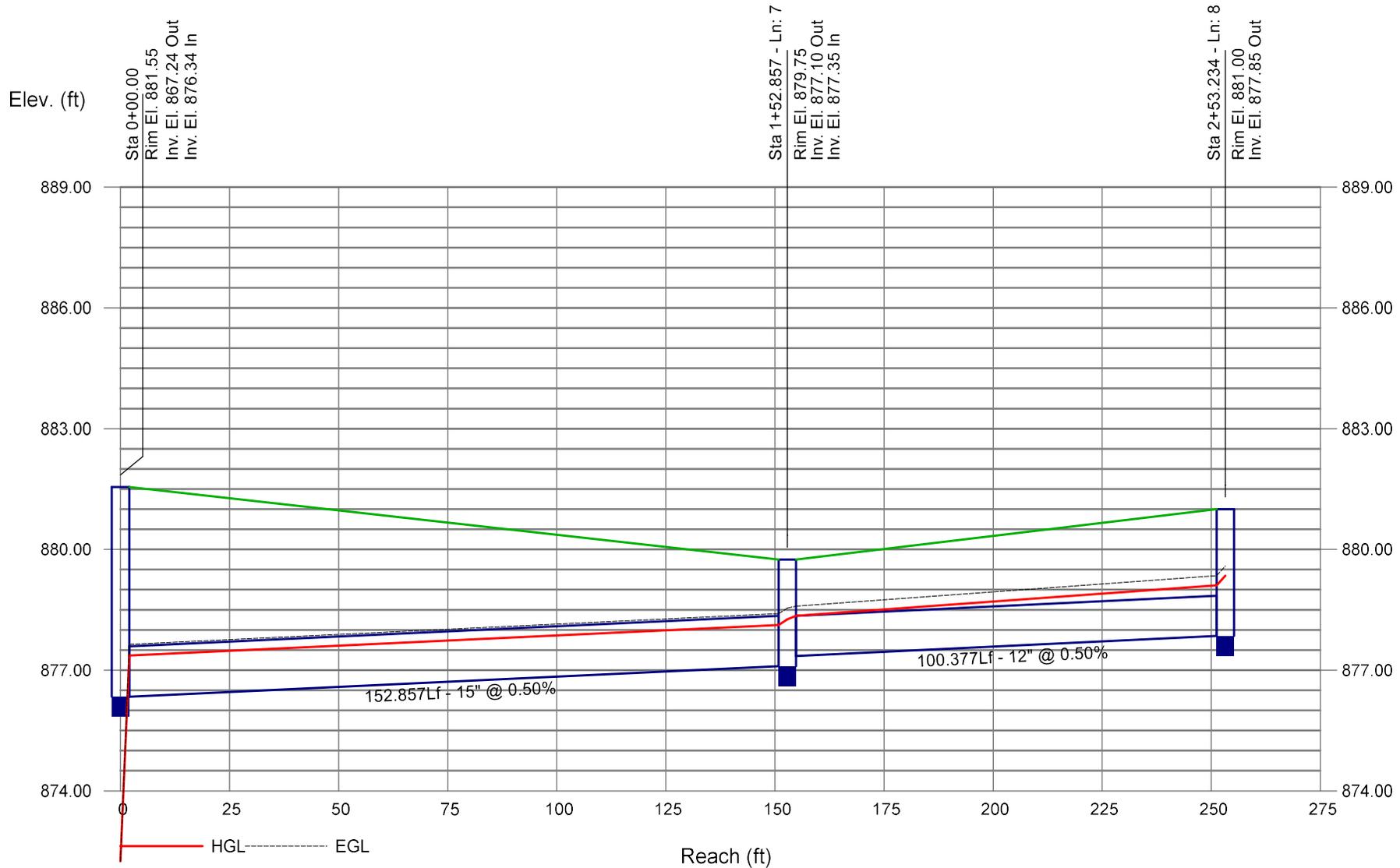
# Storm Sewer Profile



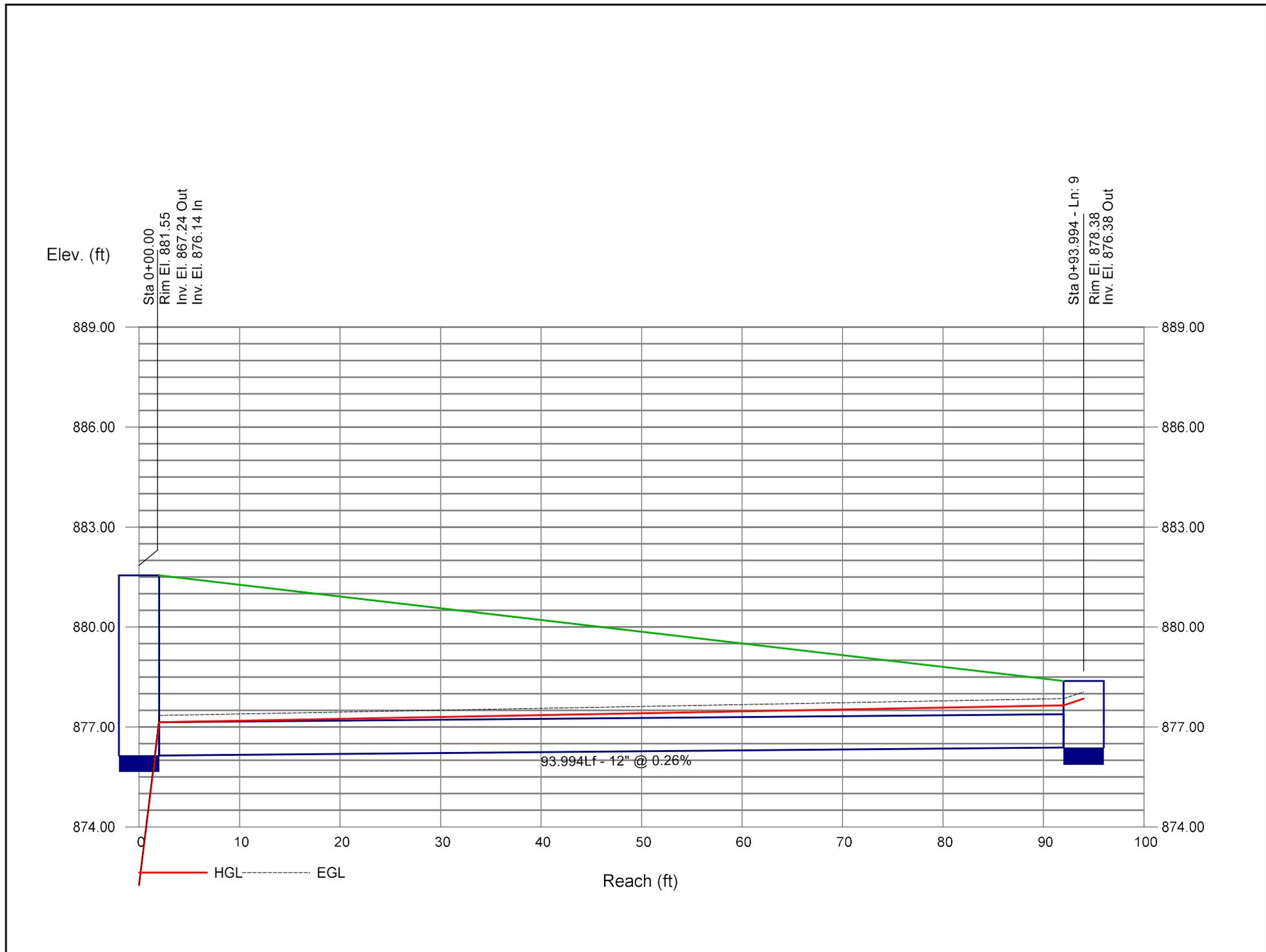
# Storm Sewer Profile



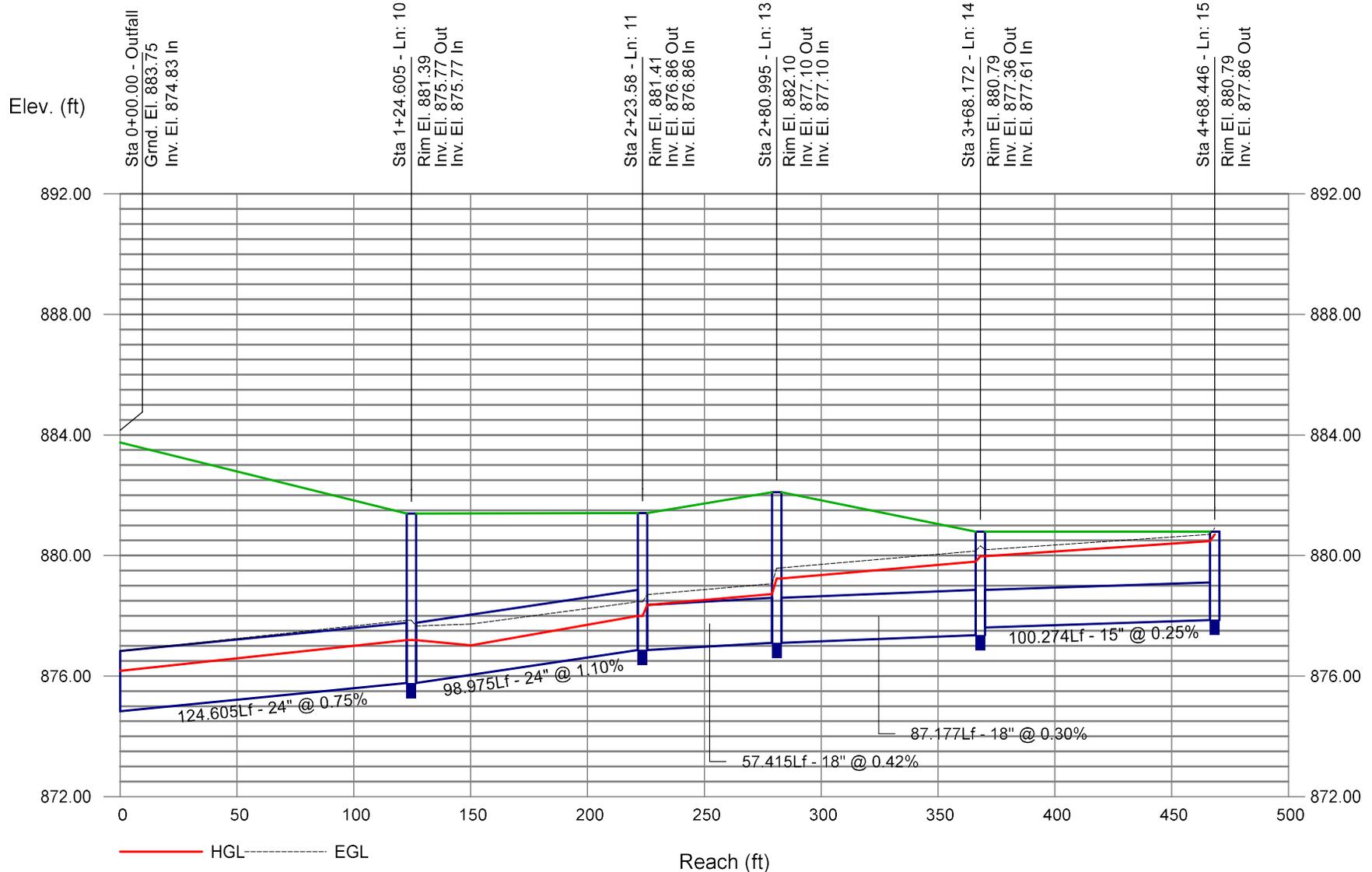
# Storm Sewer Profile



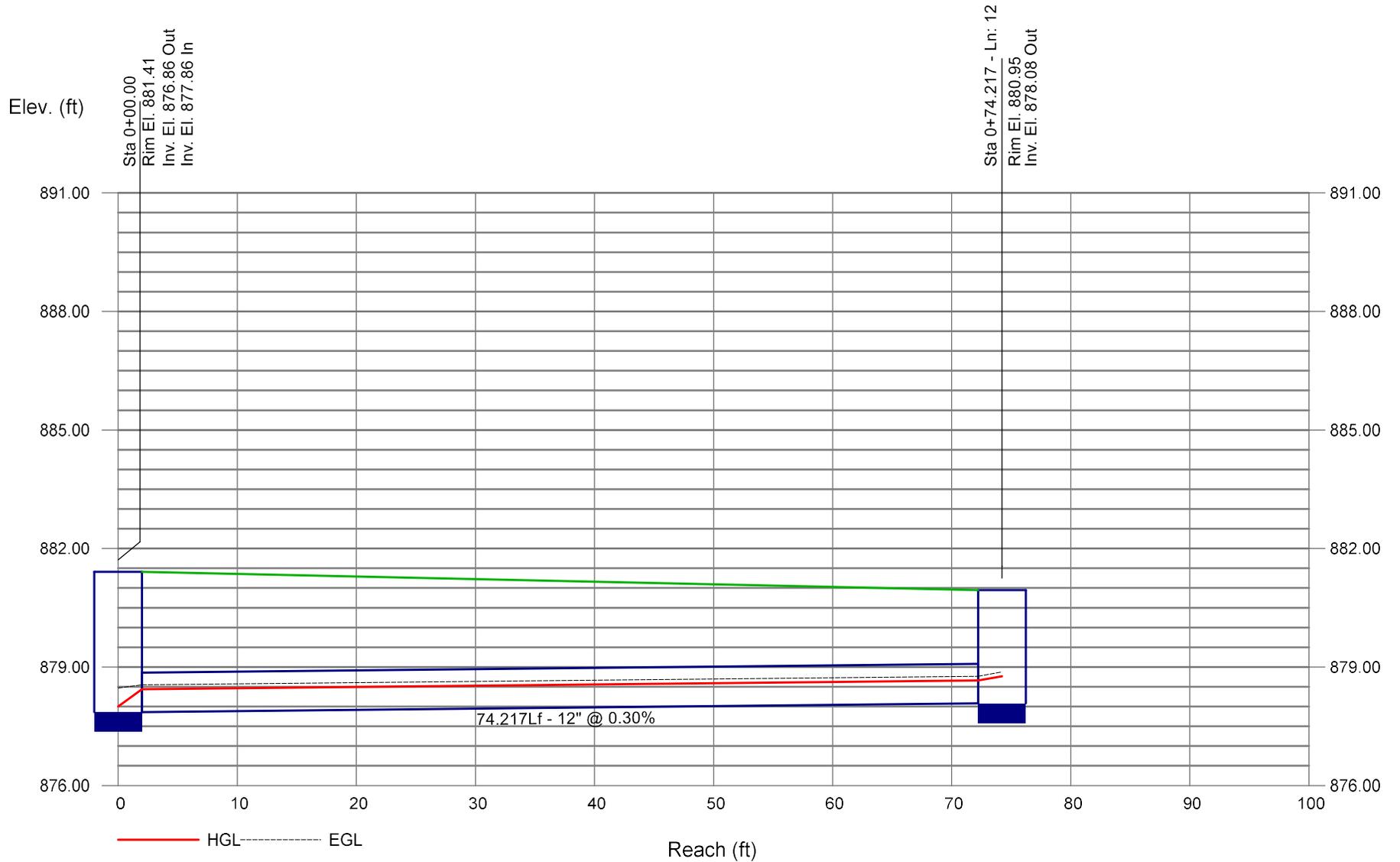
# Storm Sewer Profile



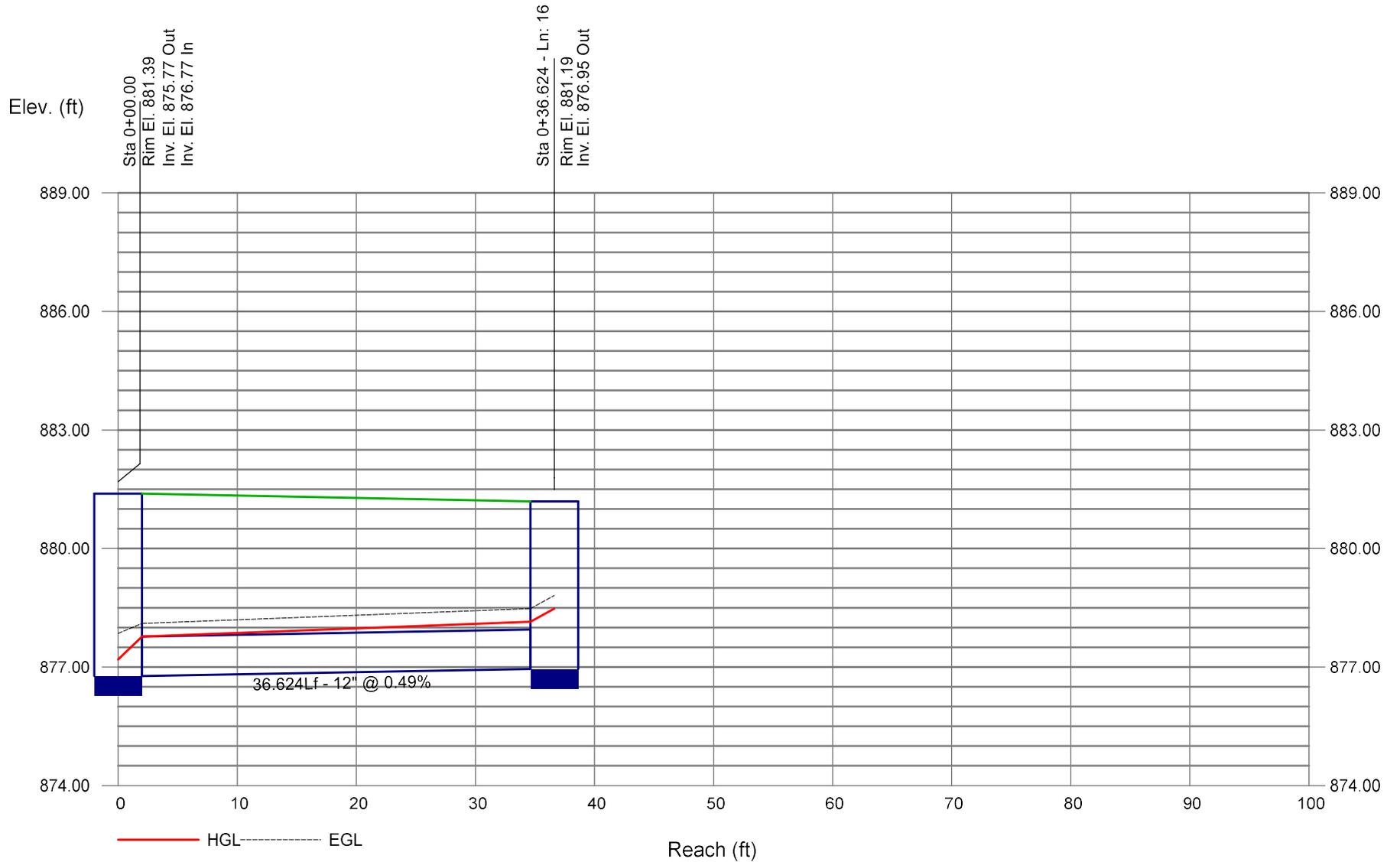
# Storm Sewer Profile



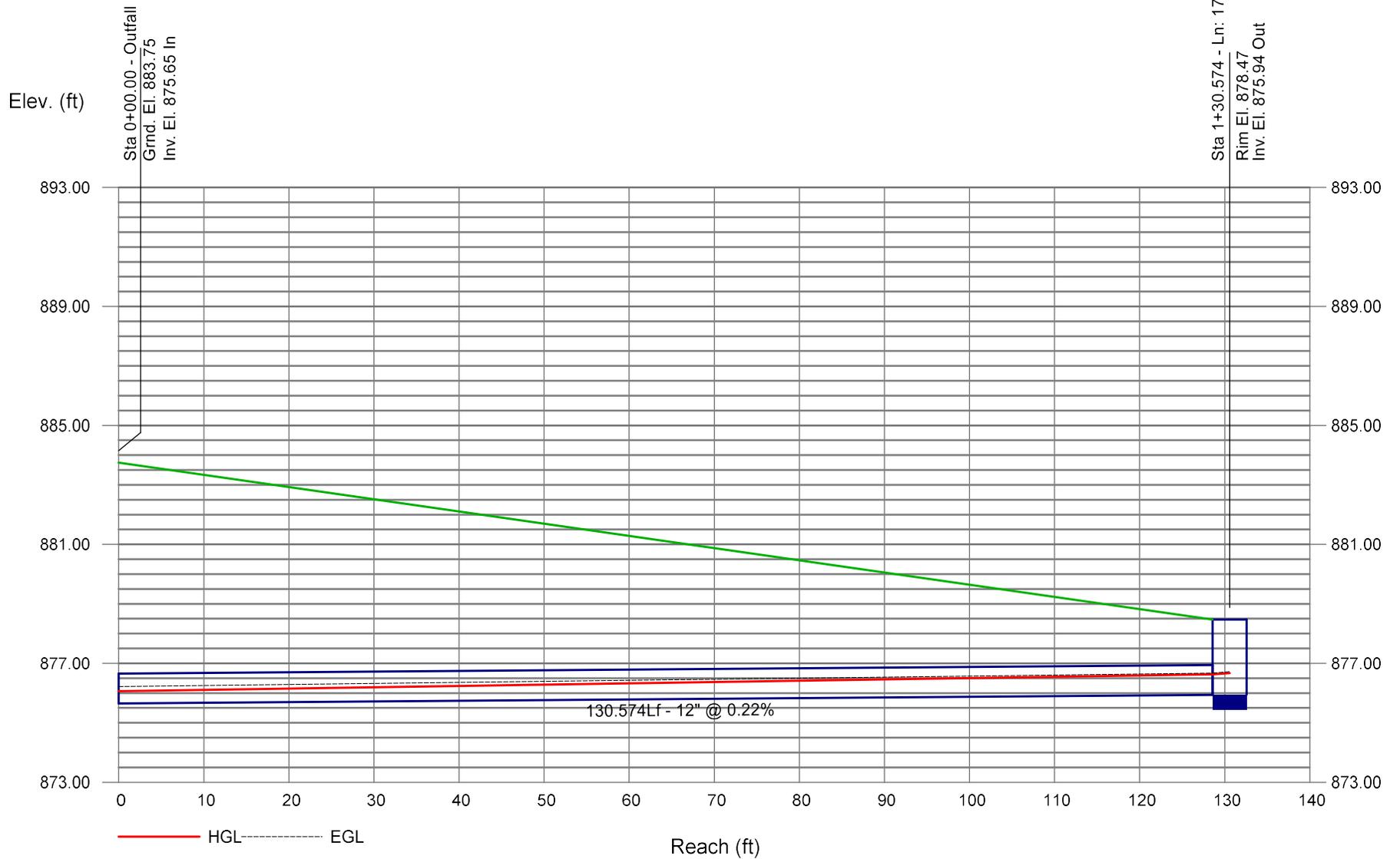
# Storm Sewer Profile



# Storm Sewer Profile



# Storm Sewer Profile



## Section 6

# Maintenance Agreement



# STORM WATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

**THIS AGREEMENT** (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between *Core Commercial, Inc.* (the "Owner"), and CITY OF LAKE GENEVA a Wisconsin Municipal Corporation (the "City"), collectively, the “Parties”.

## RECITALS

A. The Owner is *developing* certain real property located in the City of Lake Geneva legally described in paragraph 2 herein (the “Property”).

B. The WI DNR requires owner to record this Declaration regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the Stormwater Management Measures and to grant to the City the rights set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Sole Agreement. This agreement is the sole applicable agreement pertaining to storm water management for the described Property.

2. Site Legal Description. The Property subject to this agreement is legally described as follows: *Lot 2 & Lot 3 of CSM \_\_\_\_\_ being a part of the Lake Geneva Business Park, a subdivision located in the SE ¼ of the NW ¼, the SW ¼ of the NE ¼, the NW¼ of the SE ¼, the NE ¼ of the SE ¼ and the SW ¼ of the SE ¼ of Section 31 Township 2N Range 18E, the “Site.”*

## 3. Responsible Party.

a. CONSTRUCTION PHASE MAINTENANCE. The Owner is responsible for satisfying the provisions of this agreement throughout the Property for the duration of the construction and warranty period.

b. POST-CONSTRUCTION PERPETUAL MAINTENANCE. Upon completion of all construction phases and expiration of the warranty period, the *Owner* shall assume responsibility for maintaining the storm water management system in perpetuity.

## 4. Permanent Components Of The Storm Water Management System.

a. The storm water management system for the property consists of the following management practices or components:

- + *Storm Sewer Pipes and Structures* + *Underground Storm water detention facility*
- + *Detention pond outfall control structures*

b. The drainage areas served by the storm water management practices components on this site *Include Structures and Infrastructure on Lots 1 & 2.*

Recording area (Walworth Co. Register of Deeds)

Send To: City Clerk  
City of Lake Geneva  
626 Geneva Street  
Lake Geneva, WI 53147

Lot 2 & 3 of CSM \_\_\_\_\_

Parcel Identification Number

5. Inspection And Maintenance Schedule.

- a. All components of the storm water management system shall be inspected by the Responsible Party:
  - at least semiannually in early Spring and early Autumn; and
  - within 72 hours following any major storm or flood event of sufficient intensity or duration to pose significant risk of damage to the system.
- b. Components to be more frequently inspected by the Responsible Party are listed in the attached table for Maintenance Tasks and Scheduled During Construction, if any.
- c. The Responsible Party shall make the appropriate repairs whenever the performance of a storm water management practice or component is compromised due to sediment or debris.

6. Regulations.

- a. Mowing in areas of underground storage facility, and drainage ways shall be minimized to the greatest extent possible in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height shall be no shorter than six inches.
- b. Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, over detention facility and along drainage ways, unless specifically authorized by the City Engineer on an individual event basis, and provided that the application is performed by professional personnel certified for that purpose.
- c. Snow shall not be dumped directly onto conditioned planting beds designed for infiltration or for bioretention, or on sites designated as buffer areas.

7. Maintenance Of Inspection Records and Reporting.

The Owner shall maintain records of the results of all site inspections and any enforcement actions, correction actions or other documented contacts and any follow-up actions taken by or at the direction of Owner or Responsible Party for seven years after such action.

8. Default by Responsible Party

If Owner fails to maintain the Stormwater Management Measures as required in Section 5, the City shall have the right, if deemed necessary, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the City's Maintenance Notice, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. No such Maintenance Notice need be given by the City to Owner for such maintenance or repair work, however, in the event emergency maintenance or repairs are needed. The City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of Property. All costs and expenses incurred by the City in conducting such maintenance may be charged to the Owner of the Property by placing the amount on the tax roll for the Property as a special charge under the provisions of Section 66.0627, Wisconsin Statutes (or similar statutes or City of Burlington ordinances). Owner hereby waives any and all rights to any condition precedents, procedures, notices, and/or public hearings otherwise normally required under the laws of the State of Wisconsin for the placement of the said special charge on the tax roll of the Property.

9. Severability. All provisions of this Agreement are severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

10. Binding Agreement. All provisions of this Agreement, including the benefits and burdens hereunder, run with the property and are binding upon and inure to the benefit of the parties hereto and their successors and assigns.

11. Amendment; Termination. This Agreement may be amended or terminated by a document signed by the Owner and the City.

12. Requirement to Record. This Agreement and any subsequent amendments thereto shall be recorded at the Walworth County Register of Deeds.

13. Governing Law. This Agreement at all times shall be enforced in accordance with the laws of the State of Wisconsin.

14. Assignment. A Responsible Party's obligations may not be assigned to another party without the prior written consent of City except that such consent is not required when a Responsible Party as property owner transfers fee simple title to a buyer who will assume the maintenance responsibilities of the owner / responsible party.

15. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

City of Lake Geneva  
626 Geneva Street  
Lake Geneva, WI 5314  
262-248-3673

FOR THE OWNER:

*Core Commercial, Inc.*  
4004 E Appleseed Drive  
*Appleton, WI 54913*  
920-882-0759

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**FOR THE OWNER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**CITY OF LAKE GENEVA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AMENDMENT ACCESS EASEMENT AGREEMENT

THIS AMENDMENT (“Amendment”) to the Access Easement Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and among **LAKE GENEVA SHOPPING CENTER L.L.C.**, a Missouri limited liability company, (a/k/a Geneva Shopping Center L.L.C.) the address of which is c/o Raul Walters Properties, 2101 West Broadway, Suite 200, Columbia, Missouri 65203 (“GSC”), **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, the address of which is 702 S.W. Eighth Street, Bentonville, Arkansas 72716-0550, Attention: Realty Management – Wisconsin (“Wal-Mart”) and **GENEVA BUSINESS CENTER, LLC**, a Wisconsin limited liability company, the address of which is 751 Geneva Parkway, Lake Geneva, Wisconsin 53147 (“GBC”) (referred to collectively as the “Parties”).

### RECITALS:

WHEREAS, GSC is the owner of a certain tract of land situated in the City of Lake Geneva, Walworth County, Wisconsin, the legal description of which is attached as **Exhibit A** (the “GSC Property”);

WHEREAS, Wal-Mart leases the GSC Property from GSC pursuant to that certain Ground Lease dated November 12, 2002;

WHEREAS, GBC is the owner of a certain tract of land adjacent to the GSC Property situated in the City of Lake Geneva, Walworth County, Wisconsin, the legal description of which is attached as **Exhibit B** (the “GBC Property”).

WHEREAS, the GSC Property and the GBC Property are depicted on the Exhibit C (the “Site Plan”) as set forth in the original Access Easement Agreement described below;

WHEREAS, GSC, Wal-Mart and GBC entered into an Access Easement Agreement (“Original Access Easement”), dated December 10, 2002 and recorded as Document Number 0537148 in the Walworth County Register of Deeds Office for the purposes of granting an easement for ingress and egress over the GSC Property to benefit the GBC Property;

WHEREAS, Pursuant to paragraph 13 (g) of the Original Access Easement, the Original Access Easement shall only be amended by the mutual written agreement of the Parties;

WHEREAS, GBC requires that the location of the Original Access Easement area be moved in order to provide better traffic flow between the GSC Property and GBC Property, and GSC and Wal-Mart have agreed to modify the easement area and amend the Original Access Easement in accordance with the terms and provisions of this Amendment;

WHEREAS, GBC desires to provide additional cross-access for parking as identified on **Exhibit D-1** as consideration for removal of parking stalls on the GSC Property as necessitated by the relocation of the Original Access Easement; and

WHEREAS, the Parties desire to amend the Original Access Easement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GSC, Wal-Mart and GBC hereby agree as follows:

**1. Incorporation.** The Recitals above are hereby incorporated into the terms of this Amendment by reference as if fully stated herein. Any capitalized terms not specifically defined herein shall have the same meaning as set forth in the Original Access Easement.

**2. Amendment.** Paragraph 2 of the Original Access Easement is hereby amended to read as follows:

GSC and Wal-Mart hereby grant and convey for the benefit of GBC, its successors and assigns, and the GBC Property a non-exclusive perpetual easement and right to the use of the easement area located on the GSC Property identified on **Exhibit D-1** and more particularly described on **Exhibit E-1** attached hereto (hereinafter referred to as the "Cross-Easement Area"). GBC hereby grants and conveys for the benefit of GSC, Wal-Mart and the GSC Property a non-exclusive perpetual easement and right to the use of the Cross Easement Area located on the GBC Property identified on **Exhibit D-1** and more particularly described on **Exhibit E-1**. The perpetual easements are for the purpose of ingress, egress, parking and passage and delivery by vehicles and pedestrians. The perpetual easements granted in this Agreement, shall be for the benefit of, and restricted solely to, GBC, GSC, Wal-Mart, and each of their customers, employees, agents, business invitees as the same may use the GBC Property or the GSC Property. GSC and Wal-Mart may grant the benefit of such easement to other parties, and to the customers, employees, agents and business invitees thereof, in other documents but such grant is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

**3. Temporary Construction Easement.** In connection with the additional construction work to be performed by GBC, its successors and assigns, in the Cross Easement Area required as a result of the relocation of the easement area, GSC and Wal-Mart hereby grant to GBC, its successors and assigns, temporary construction easements for incidental encroachments upon the GSC Property which may occur as a result of construction consistent with the provisions of Paragraph 3 as set forth in the original Access Easement Agreement, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and customary insurance is maintained protecting GSC and Wal-Mart from the risks involved. GBC . GBC shall not interfere with or disturb Wal-Mart's business on the GSC Property and shall promptly restore the GSC Property affected by such work to the condition existing prior to entry by GBC upon the GSC Property with such modifications as agreed to by the Parties hereto and as identified on **Exhibit D-1** and described on **Exhibit E-1**.

**4. Construction, Maintenance and Repair.** GBC, its successors and assigns, shall be responsible, at its sole cost and expense, for the construction and/or modification of the paved portion of the Cross Easement Area as identified on **Exhibit D-1**. GBC, its successors and assigns, shall be responsible for obtaining all necessary permits, approvals and for all costs associated with the construction and/or modification of the Cross Easement Area as identified on the Exhibit D-1. *Prior to any such construction by GBC, its successors and assigns, GBC shall submit its plans and specifications (the "Plans") to Wal-Mart for Wal-Mart's review and approval. Wal-Mart shall provide GBC with written approval or disapproval of the Plans within ninety (90) days after Wal-Mart's receipt of the same from GBC. GBC shall not commence any such work in the Cross Easement Area until Wal-Mart has provided its written approval to the Plans. GBC shall send GSC and Wal-Mart notice upon completion of construction related to the Cross Easement Area. After completion of construction, Wal-Mart and GSC shall maintain, repair and replace the Cross Easement Area solely on its property and GBC shall maintain, repair and replace all other areas in the Cross Easement Area.*

**5. Miscellaneous.**

(a) If any term, covenant or condition of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment shall not be affected, and each and every remaining term, covenant or condition of this Amendment shall be valid and enforced to the fullest extent permitted by law.

(b) All terms and conditions of the Original Access Easement not amended pursuant to this Amendment are hereby ratified and confirmed and shall remain in full force and effect. In the event of any inconsistency between this Amendment and the Original Access Easement, the terms of this Amendment shall control.

(c) This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(d) This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Amendment. Facsimile and email signatures shall be deemed valid on all documents related to this Amendment.

(e) The Parties represent and warrant that each has the authority and right to enter into this Amendment without the consent, approval or joinder of any party, and, if such consent is required, such consent has been obtained. Each person executing this Amendment is fully authorized and empowered to do so.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

**GSC:**

**LAKE GENEVA SHOPPING CENTER, L.L.C.**  
a Missouri limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

One of its Managers authorized to sign for the  
company

Dated: \_\_\_\_\_

STATE OF MISSOURI     )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

This document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2017 by \_\_\_\_\_, the \_\_\_\_\_ of **LAKE GENEVA  
SHOPPING CENTER L.L.C.**, a Missouri limited liability company, on behalf of the company.

\_\_\_\_\_  
Printed: \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Missouri

My Commission Expires: \_\_\_\_\_

**WAL-MART:**

**WAL-MART REAL ESTATE BUSINESS TRUST**  
a Delaware statutory trust

By: \_\_\_\_\_  
Printed \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_,

STATE OF ARKANSAS    )  
  ) SS.  
COUNTY OF BENTON    )

This document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2017 by \_\_\_\_\_, the \_\_\_\_\_ of **WAL-MART REAL  
ESTATE BUSINESS TRUST**, a Delaware statutory trust, on behalf of the Trust.

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Arkansas  
My Commission Expires: \_\_\_\_\_



## EXHIBIT A

### **Legal Description of GSC Property**

A tract of land being Lots 2 thru 10 of Lake Geneva Business Park as per Plat recorded on February 28, 1992 in Cabinet B of Plats, Slide 117, Document No. 227992, part of Geneva Business Centre Condominium (formally Lot 1 of said Lake Geneva Business Park) as per Plat recorded on September 20, 1995, in Volume 636, Page 9119, Document No. 313696, all of Lots 2 and 3 of Certified Survey Map No. 2973 as recorded in Volume 15, Page 293, all in the Office the Register of Dees for Walworth County, Wisconsin, being in the North Half of Section 31, Township 2 North, Range 18 East of the 4<sup>th</sup> P.M., City of Lake Geneva, Walworth County, Wisconsin, to wit:

Beginning at a found spike in the southwest corner of said Lot 2, also being the northwest corner Geneva Business Centre Condominium (formally Lot 1 of said Lake Geneva Business Park), also being in the east right-of way line of Edwards Boulevard (State Route 120); thence along the west line of said Lot 2 and said east right-of-way line N01°-05'-02"W 659.96 ft. to a found spike at the northwest corner of said Lot 2; thence leaving said east right-of-way line along the north line of said Lot 2 N88°-56'-20"E 218.03 ft. to a found spike, thence N01°-06'-25"W 245.19 ft. to a set iron rod, in the south right-of-way line of State Route 50; thence along said north line and the north line of Lot 3 of said Certified Survey Map and said south right-of-way line N87°-34'-51"E 483.18 ft. to a set rod at the northeast corner of said Lot 3 also being at the intersection of said south right-of-way line and the west right-of-way line of State Highway No. 12; thence leaving said south right-of-way line along the east line of said Lot 3 and the west right-of-way line S45°-53'-17"E 425.47 ft. to a set iron rod, thence S82°-31'-45"E 72.18 ft. to a round iron rod, thence leaving said south right-of-way line along the east line of said Lot 3 S01°-00'-57"E 549.74 ft. to a set iron rod at the southeast corner of said Lot 3 also being the north line of said Lot 10; thence along said south line S89°-54'-22"W 42.99 ft. to a set iron rod; thence leaving said south line S00°-57'-08"E 96.01 ft. to a set iron rod; thence S89°-54'-22"W 390.60 ft. to a set iron rod; thence S47°-37'-47"W 99.04 ft. to a set iron rod in the east line of said Lot 2; thence S 88°-54'-19"W 563.35 ft. to a set iron rod in the west line of said Geneva Business Centre Condominium also being in said east right-of-way line of State Route 120 (Edwards Boulevard); thence along said line N01°-05'-02"W 100.00 ft. to the point of beginning, containing 21.35 acres. A Subdivision Plat or Certified Survey Map might be required by the City of Lake Geneva before the property can be transferred.

## **EXHIBIT B**

### **Legal Description of GBC Property**

**PARCEL I:** Geneva Business Centre Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Walworth County, Wisconsin on September 20, 1995 in Volume 636 of Records, page 9119 to 9128, inclusive, as Document No. 313696, and First Amendment to Declaration for Geneva Business Centre Condominium, dated March 4, 1996 and recorded on March 4, 1996 in Volume 639 of Records, Page 4846, as Document No. 324084, said condominium being located in the City of Lake Geneva, County of Walworth, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto, excepting the North 100 feet thereof. (End of legal description).

**PARCEL II:** Lot 2 of the Lake Geneva Business Park, a Subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, including a replat of Lot 2 of Certified Survey Map No. 2010, City of Lake Geneva, Walworth County, Wisconsin, excepting the North 100 feet thereof. (End of legal description).

**EXHIBIT C**

**The Site Plan**

Exhibit C remains the same as recorded in the original Access Easement Agreement dated December 10, 2002 and recorded as Document Number 0537148 in the Walworth County Register of Deeds Office.

**EXHIBIT D-1**

**Cross Easement Area Depiction**

**EXHIBIT E-1**

**Legal Description – Cross Easement Area**

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between **Geneva Business Centre, LLC**, a Wisconsin limited liability company (“**GBC**”) and **Core Commercial, Inc.**, a Wisconsin corporation (“**Core**”).

### RECITALS

- A. GBC is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as “Parcel A”).
- B. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as “Parcel B”).
- C. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit C, attached hereto and incorporated herein by reference (hereinafter referred to as “Parcel C”).
- D. GBC and Core propose to grant reciprocal easements to share the right of ingress, egress and parking over and across all paved portions of Parcel A, Parcel B and Parcel C as set forth on the site plan attached hereto and incorporated by reference as Exhibit D (“Site Plan”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GBC and Core hereby agree as follows:

1. **Incorporation**. Recitals A through D above are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Definitions**. For purposes herof:

(a) The term "Owner" shall mean GBC and Core, in respect to their individual Parcels, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale,

### **Return to:**

Attorney Jennifer W. Koepl  
Koepl Law Offices, S.C.  
P.O. Box 270  
Wild Rose WI 54984-0270

**Tax Parcel No.:** \_\_\_\_\_

assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit B and Exhibit C, that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit D and by reference made a part hereof. The Site Plan shown on the Site Plan has been approved by GBC and Core.

(e) The term "Paved Areas" shall mean any area on Parcel A, Parcel B or Parcel C, identified as paved areas, whether presently existing or to be constructed upon any Parcel, as indicated on the Site Plan, including without limitation all parking areas and driveways.

2. **Temporary Construction Easement and Construction of Paved Areas.** In connection with any construction of proposed Paved Areas as identified on the Site Plan, to be performed by and at the sole cost of Core on Parcel A, GBC hereby grants to Core temporary easements for incidental encroachments upon Parcel A which may occur as a result of such construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting GBC from the risks involved. In connection with any work performed by Core related to the foregoing, Core shall not interfere with or disturb GBC's business on Parcel A and shall promptly restore the GBC Property affected by such work to the condition existing prior to entry by GBC upon Parcel A. Core shall be responsible for obtaining all necessary permits, approvals and for all costs to Core to construct and connect the Paved Areas and any other improvements on Parcel A as identified on the Site Plan.

3. **Grants of Easement.** GBC and Core hereby grant, establish, covenant and agree that the Parcels, all Owners and Permittees of the Parcels and their respective employees, agents, contractors, customers, invitees and licensees, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which are hereby imposed upon the Parcels and all present and future owners, tenants or occupants of the Parcels:

(a) An easement for (i) reasonable access, ingress and egress over all Paved Areas constituting a part of any of the Parcels as indicated on the Site Plan; and (ii) parking of pedestrian vehicles on and over areas designated as parking as presently or hereafter constructed and constituting a part of any of the Parcels, so as to provide for the passage of motor vehicles and pedestrians between all portions of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels. Notwithstanding that all parking shall be used on a nonexclusive basis

in common with all Owners and Permittees of the Parcels, each individual Parcel shall be developed and utilized such that any building located on each Parcel shall comply with the number of parking stalls required by local codes.

4. **Maintenance and Repair.** Throughout the term of this Agreement each Parcel Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the Paved Areas and any other improvements on each owner's respective Parcel. Notwithstanding the foregoing, the Parcel B Owner shall be solely responsible for the clearing of snow and removal of debris from all Paved Areas identified on the Site Plan. Each Parcel Owner shall proportionately share in the cost of the clearing of snow and removal of debris from the paved areas, which share shall be determined by taking the total acreage of said Owner's Parcel, as set forth on the Site Plan, divided by the total acreage of all Parcels. The Parcel B Owner, at least quarterly basis but more often as necessary in Parcel B Owner's discretion, shall provide the Owners of Parcel A and Parcel C with a statement of shared expenses, including an administrative fee equal to 15% of the shared expenses, which statement identifies the costs incurred by the Owner of Parcel B and identifies the proportionate share of each Parcel Owner. The Owners of Parcel A and Parcel C agree to pay their proportionate share directly to the Owner of Parcel B within thirty (30) days of receipt of said statement.

5. **Indemnification and Insurance.**

(a) **Indemnification.** All Owners shall indemnify and save harmless the other Owners from all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death, or property damage occurring or arising from the use of the Paved Areas within the Owner's Parcel, except if caused by the act or negligence of the indemnified Owner its Permittees.

(b) **Insurance.** Each Owner shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance against claims for personal injury, death or property damage occurring upon in or about the Paved Areas on said Owner's Parcel, such insurance to afford protection to the limit of not less than Three Million Dollars (\$3,000,000.00) for injury or death of a single person, and to the limit of not less than Three Million Dollars (\$3,000,000.00) for property damage. The indemnifying Owner shall provide the indemnified Owners with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the indemnifying Owner which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the indemnified Owners.

6. **Term.** This Agreement and the easements, rights, obligations and liabilities created hereby shall be effective commencing on the date of recording this Agreement in the Register of Deeds Office of Walworth County Wisconsin, and, to the extent permitted by law, remain in full force and effect thereafter in perpetuity unless otherwise modified, amended, canceled or terminated by the written consent of all then record owners of Parcel A, Parcel B and Parcel C in accordance with the terms of this Agreement.

7. **Subordination.** Any mortgage or deed of trust affecting the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent provided herein, and anyone foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

8. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Paved Area to the general public or for any public use or purpose whatsoever, it being the intention of the Owners and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Owners and their successors and assigns, any rights or remedies under or by reason of this Agreement.

9. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate, as published in the Wall Street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of an emergency an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) **Lien Rights.** Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Register of Deeds Office of Walworth County, Wisconsin; provided, however, that the nondefaulting Owner shall provide the defaulting Owner with five (5) days written notice that it will record a notice

of the Assessment Lien and such default remains uncured after such 5 day period, and further provided that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Register of Deeds Office of Walworth County, Wisconsin prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

10. Miscellaneous.

(a) Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Register of Deeds Office of Walworth County, Wisconsin. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C. No consent or approval of any Owner or Permittee other than the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C shall be required in order to modify or amend any provisions of this Agreement.

(c) Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(d) No Wavier. No wavier of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitude in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Severability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Parcels by the same person or entity shall not terminate this Agreement, merge obligations, nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) Time of Essence. Time is of the essence of this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt request, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Parcel A Owner, the Parcel B Owner and the Parcel C Owner are as follows:

Parcel A Owner: Geneva Business Centre LLC

c/o Keefe & Associates, Inc.  
751 Geneva Parkway N  
Lake Geneva WI 53147-4579

Parcel B Owner: Core Commercial, Inc.  
4004 E. Appleseed Drive  
Appleton WI 54913

Parcel C Owner: Core Commercial, Inc.  
4004 E. Appleseed Drive  
Appleton WI 54913

(l) Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(m) Estoppel Certificate. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

(n) Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

(o) No Partnership. Neither this Agreement nor any acts of the Owners hereto shall be deemed or construed by the parties hereto, or any of them, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners to this Agreement.

(p) Capitalized Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in this Agreement.

(q) Joint and Several Liability. All of the entities comprising an Owner, shall be jointly and severally liable under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

*Signature Pages of Owners to follow*

**PARCEL A OWNER:  
Geneva Business Centre, LLC**

By: \_\_\_\_\_  
Thomas Keefe, Member

By: \_\_\_\_\_  
Roger Wolff, Member

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WALWORTH)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Thomas Keefe and Roger Wolff, known to me to be the only Members of Geneva Business Center, LLC, on behalf of the limited liability company.

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires/is \_\_\_\_\_





**EXHIBIT A**

**LEGAL DESCRIPTION – PARCEL A**

Lot 1 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

**EXHIBIT B**

**LEGAL DESCRIPTION – PARCEL B**

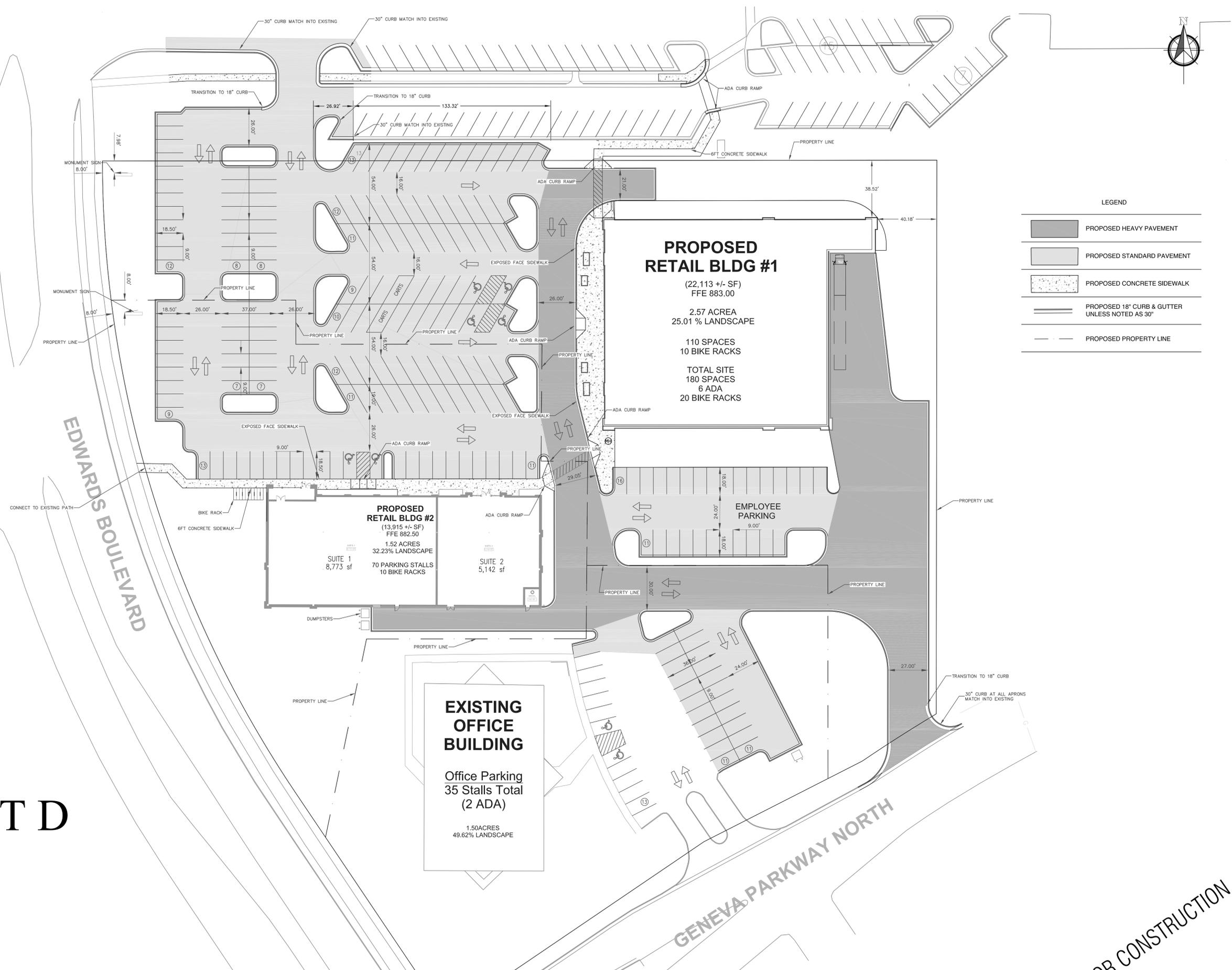
Lot 2 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

## **EXHIBIT C**

### **LEGAL DESCRIPTION – PARCEL C**

Lot 3 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

# EXHIBIT D



LEGEND

[Dark Grey Box]	PROPOSED HEAVY PAVEMENT
[Light Grey Box]	PROPOSED STANDARD PAVEMENT
[Dotted Box]	PROPOSED CONCRETE SIDEWALK
[Line with Dashed Center]	PROPOSED 18" CURB & GUTTER UNLESS NOTED AS 30"
[Dashed Line]	PROPOSED PROPERTY LINE

**PROPOSED RETAIL BLDG #1**  
 (22,113 +/- SF)  
 FFE 883.00  
 2.57 ACREA  
 25.01 % LANDSCAPE  
 110 SPACES  
 10 BIKE RACKS  
 TOTAL SITE  
 180 SPACES  
 6 ADA  
 20 BIKE RACKS

**PROPOSED RETAIL BLDG #2**  
 (13,915 +/- SF)  
 FFE 882.50  
 1.52 ACRES  
 32.23% LANDSCAPE  
 SUITE 1  
 8,773 sf  
 SUITE 2  
 5,142 sf  
 70 PARKING STALLS  
 10 BIKE RACKS

**EXISTING OFFICE BUILDING**  
 Office Parking  
 35 Stalls Total  
 (2 ADA)  
 1.50ACRES  
 49.62% LANDSCAPE



## STORMWATER DRAINAGE EASEMENT

THIS EASEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, ("Effective Date") by **Core Commercial Inc.**, Wisconsin corporation ("**Core**").

### RECITALS

- A. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").
- B. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel B").
- C. Core proposes to provide a nonexclusive easement for the drainage of storm water through underground drainage lines and into an underground detention pond ("Detention Area") and related facilities which are used for the holding of storm water from Parcel A and Parcel B. The location of the storm water lines, facilities and Detention Area are set forth on the site plan, attached hereto and incorporated herein by reference as "Exhibit C" ("Site Plan").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Core hereby agrees as follows:

1. **Incorporation**. Recitals A through C above are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Definitions**. For purposes hereof:

(a) The term "Owner" shall mean Core, in respect to its individual Parcels, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as

#### **Return to:**

Attorney Jennifer W. Koepl  
Koepl Law Offices, S.C.  
P.O. Box 270  
Wild Rose WI 54984-0270

**Tax Parcel No.:** \_\_\_\_\_

described on Exhibit A and Exhibit B, that is, Parcel A and Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit C and by reference made a part hereof.

2. **Grants of Easement.** Core hereby grants, establishes, covenants and agrees that the Parcels, all Owners, their heirs, successors and assigns shall be benefited and burdened by the following nonexclusive, private easement to discharge storm water into the Detention Area which is hereby imposed upon the Parcels and all present and future owners, tenants or occupants of the Parcels. The purpose of this easement grant is to provide for the drainage of storm water collected on Parcel A and Parcel B through the storm water lines and facilities installed by Core, and as identified on the Site Plan, and the discharge of such collected storm water into the Detention Area located on Parcel A. The Parcel A Owner hereby reserves and retains all of the property rights in and to Parcel A, including without limitation, the right to use such areas for any purpose whatsoever, so long as such use does not unreasonably interfere with any rights as created herein.

3. **Maintenance and Repair.** The Parcel A Owner and the Parcel B Owner shall proportionately share the cost of maintenance, repair and replacement of any of the facilities and Detention Area shown on the Site Plan, which maintenance, repair and replacement shall be performed in a timely manner by the Owner on whose Parcel such improvements are located ("Responsible Owner"). Each Owner's proportionate share of such costs shall be determined by dividing the total acreage of the Owner's Parcel by the total acreage contained in Parcel A and Parcel B. The Owner not responsible for the work as identified above ("Nonresponsible Owner") agrees to pay the Responsible Owner said Nonresponsible Owner's proportionate share of costs within thirty (30) days of receipt of a statement for costs of such maintenance, repair or replacement from the Responsible Owner.

4. **Term.** This Agreement and the easements, rights, obligations and liabilities created hereby shall be effective commencing on the date of recording this Agreement in the Register of Deeds Office of Walworth County Wisconsin, and, to the extent permitted by law, remain in full force and effect thereafter in perpetuity unless otherwise modified, amended, canceled or terminated by the written consent of all then record owners of Parcel A and Parcel B in accordance with the terms of this Agreement.

5. **Subordination.** Any mortgage or deed of trust affecting the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent provided herein, and anyone foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

6. **Remedies and Enforcement.**

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate, as published in the Wall Street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of an emergency an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Register of Deeds Office of Walworth County, Wisconsin; provided, however, that the nondefaulting Owner shall provide the defaulting Owner with five (5) days written notice that it will record a notice of the Assessment Lien and such default remains uncured after such 5 day period, and further provided that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Register of Deeds Office of Walworth County, Wisconsin prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7. **Miscellaneous.**

(a) **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Register of Deeds Office of Walworth County, Wisconsin. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Owner of Parcel A and the Owner of Parcel B. No consent or approval of any Owner or Permittee other than the Owner of Parcel A and the Owner of Parcel B shall be required in order to modify or amend any provisions of this Agreement.

(c) **Consents.** Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(d) **No Wavier.** No wavier of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitude in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) **Grantee's Acceptance.** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such

grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Severability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Parcels by the same person or entity shall not terminate this Agreement, merge obligations, nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) Time of Essence. Time of the essence of this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt request, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Parcel A Owner and the Parcel B Owner are as follows:

Parcel A Owner: Core Commercial, Inc.  
4004 E. Appleseed Drive  
Appleton WI 54913

Parcel B Owner: Core Commercial, Inc.  
4004 E. Appleseed Drive  
Appleton WI 54913

(l) Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(m) Estoppel Certificate. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force

and effect and identifying any amendments to the Agreement as of the date of such certificate.

(n) Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

(o) No Partnership. Neither this Agreement nor any acts of the Owners hereto shall be deemed or construed by the parties hereto, or any of them, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners to this Agreement.

(p) Capitalized Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in this Agreement.

(q) Joint and Several Liability. All of the entities comprising an Owner, shall be jointly and severally liable under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

*Signature Pages of Owners to follow*





## **EXHIBIT A**

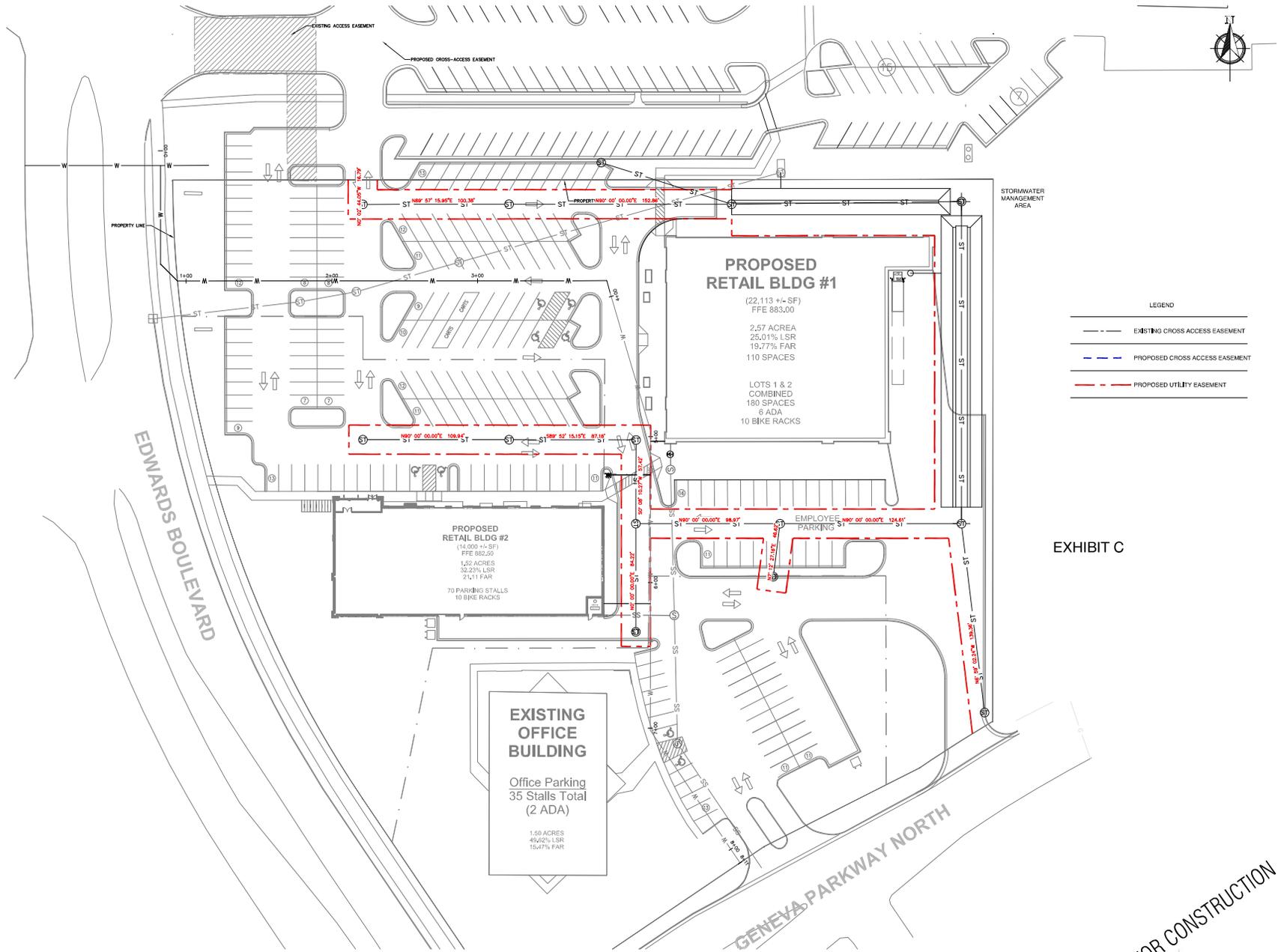
### **LEGAL DESCRIPTION – PARCEL A**

Lot 3 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

## **EXHIBIT B**

### **LEGAL DESCRIPTION – PARCEL B**

Lot 2 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.



NOT FOR CONSTRUCTION

**CARDINAL**  
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 260-757-8778  
 www.cardinalengineeringwi.com

**EASEMENT AGREEMENT  
FOR SANITARY SEWER SYSTEM  
AND WATERMAIN SYSTEM**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, ("Effective Date") by and between **Geneva Business Centre, LLC**, a Wisconsin limited liability company ("GBC") and **Core Commercial Inc.**, Wisconsin corporation ("**Core**").

RECITALS

- A. GBC is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel A").
- B. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel B").
- C. Core is the owner of that certain real property situated in the City of Lake Geneva, Walworth County, Wisconsin, more particularly described on Exhibit C, attached hereto and incorporated herein by reference (hereinafter referred to as "Parcel C").
- D. GBC and Core propose to provide a nonexclusive easements for the tapping into and drainage of sanitary sewerage and for tapping into and obtaining water from the existing lines and lines to be constructed on Parcel A, Parcel B and Parcel as set forth on the site plan attached hereto an incorporated by reference as "Exhibit D" ("Site Plan").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GBC and Core hereby agree as follows:

1. **Incorporation.** Recitals A through D above are hereby incorporated into the terms of this Agreement by reference as if fully restated herein.

2. **Definitions.** For purposes hereof:

(a) The term "Owner" shall mean GBC and Core, in respect to their individual Parcels, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale,

**Return to:**

Attorney Jennifer W. Koepl  
Koepl Law Offices, S.C.  
P.O. Box 270  
Wild Rose WI 54984-0270

**Tax Parcel No.:** \_\_\_\_\_

assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit B and Exhibit C, that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit D and by reference made a part hereof. The Site Plan shown on the Site Plan has been approved by GBC and Core.

(e) The term "Sanitary Sewer Easement Area" shall mean a fifteen foot (15') wide area as identified on the Site Plan, and legally described on "Exhibit E" attached hereto and incorporated herein by reference.

(f) The term "Watermain Easement Area" shall mean a twenty foot (20') wide area as identified on the Site Plan, and legally described on "Exhibit F" attached hereto and incorporated herein by reference.

2. **Grants of Easement.** GBC and Core hereby grant, establish, covenant and agree that the Parcels, all Owners and Permittees of the Parcels and their respective employees, agents, contractors, customers, invitees and licensees, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which are hereby imposed upon the Parcels and all present and future owners, tenants or occupants of the Parcels:

(a) **Sanitary Sewer Easement.** A fifteen foot (15') wide permanent nonexclusive easement within the Sanitary Sewer Easement Area, including the right and authority to allow Core, its heirs, successors and assigns, at its cost, to tap into and drain sanitary sewage from Parcel B and Parcel C through the existing private sanitary sewer pipe located on Parcel A. Core hereby represents, agrees and warrants that Core's connection to the present underground sanitary sewer system located on Parcel A shall be constructed, reconstructed, maintained, repaired, used and operated in accordance with all laws, statutes, codes, ordinances, rules and regulations ("Laws") including those of the City of Lake Geneva, Walworth County and the State of Wisconsin. Core further represents that all inspections necessary for the completion of such installation will be undertaken as required. Notwithstanding anything else set forth herein, except as otherwise specifically agreed to in writing between the Parties and recorded in the records of Walworth County, no portion of the sanitary sewer system shall be located above the surface of the ground.

(b) **Watermain Easement.** A twenty foot (20') wide permanent nonexclusive easement within the Watermain Easement Area, including the right and authority to allow Core, its heirs, successors and assigns, at its cost, to tap into and access water for Parcel B and Parcel C through the existing water line pipe located on Parcel A, and the right of GBC, its heirs, successors and assigns to access water for Parcel A through the water line loop to be constructed on Parcel B and Parcel C, as identified on the Site Plan. Core hereby represents, agrees and warrants that Core's connection to the present watermain system located on Parcel A shall be constructed, reconstructed, maintained, repaired, used and operated in accordance with all laws, statutes, codes, ordinances, rules and regulations ("Laws") including those of the City of Lake Geneva, Walworth County and the State of Wisconsin. Core further represents that all inspections necessary for the completion of such installation will be undertaken as required. Notwithstanding anything else set forth herein, except as otherwise specifically agreed to in writing between the Parties and recorded in the records of Walworth County, no portion of the sanitary sewer system shall be located above the surface of the ground.

3. **Maintenance and Repair.**

(a) Core will, at its sole cost and expense and promptly after completion of its work replace the surface (including, without limitation, the surface paving) and subsurface of the soil as may be disturbed in tapping into the present sanitary sewer pipe and watermain line located within the Sanitary Sewer Easement Area and Watermain Easement Area, respectively. Core covenants and agree that it shall be responsible for initiating, maintaining, and providing supervisions of safety precautions and programs in connection with the location, construction, installation, inspection, maintenance, relocation and replacement of Core's facilities within the easement. Core shall erect and maintain, as required by existing conditions and the work being undertaken by Core, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent property and utilities. Core shall also be responsible for all measures reasonably necessary to protect any property adjacent to the easement and the Parcel A property and Parcel A improvements therein from damage due to the activities of Core and Core's contractors and agents under this easement. Any damage to such property or improvements shall be promptly repaired by Core. In the event Core fails to take any action required by this Paragraph, GBC shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be payable on demand by the Core.

(b) Upon completion of the connection to the private sanitary sewer and watermain loop, GBC, Core, and their heirs, successors and assigns, shall thereafter share proportionately in all expenses necessary for the maintenance and repair of the private sanitary sewer and watermain loop. Proportionate share shall be determined by a fraction, the numerator of which is square footage of the completed improvements on each Owner's respective Parcel(s) and the denominator of which is the square footage of all Parcels.

4. **Term.** This Agreement and the easements, rights, obligations and liabilities created hereby shall be effective commencing on the date of recording this Agreement in the Register of Deeds Office of Walworth County Wisconsin, and, to the extent permitted by law,

remain in full force and effect thereafter in perpetuity unless otherwise modified, amended, canceled or terminated by the written consent of all then record owners of Parcel A, Parcel B and Parcel C in accordance with the terms of this Agreement.

5. **Subordination.** Any mortgage or deed of trust affecting the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent provided herein, and anyone foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

6. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate, as published in the Wall Street Journal from time to time, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of an emergency an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

(c) **Lien Rights.** Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Register of Deeds Office of Walworth County, Wisconsin; provided, however, that the nondefaulting Owner shall provide the defaulting Owner with five (5) days written notice that it will record a notice of the Assessment Lien and such default remains uncured after such 5 day period, and further provided that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Register of Deeds Office of Walworth County, Wisconsin prior

to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

7. **Miscellaneous.**

(a) Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Register of Deeds Office of Walworth County, Wisconsin. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C. No consent or approval of any Owner or Permittee other than the Owner of Parcel A, the Owner of Parcel B and the Owner of Parcel C shall be required in order to modify or amend any provisions of this Agreement.

(c) Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(d) No Wavier. No wavier of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitude in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) Severability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the Parcels by the same person or entity shall not terminate this Agreement, merge obligations, nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) Time of Essence. Time of the essence of this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt request, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Parcel A Owner, the Parcel B Owner and the Parcel C Owner are as follows:

Parcel A Owner: Geneva Business Centre LLC  
c/o Keefe & Associates, Inc.  
751 Geneva Parkway N  
Lake Geneva WI 53147-4579

Parcel B Owner: Core Commercial, Inc.

4004 E. Appleseed Drive  
Appleton WI 54913

Parcel C Owner: Core Commercial, Inc.  
4004 E. Appleseed Drive  
Appleton WI 54913

(l) Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(m) Estoppel Certificate. Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

(n) Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

(o) No Partnership. Neither this Agreement nor any acts of the Owners hereto shall be deemed or construed by the parties hereto, or any of them, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Owners to this Agreement.

(p) Capitalized Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in this Agreement.

(q) Joint and Several Liability. All of the entities comprising an Owner, shall be jointly and severally liable under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

*Signature Pages of Owners to follow*

**PARCEL A OWNER:  
Geneva Business Centre, LLC**

By: \_\_\_\_\_  
Thomas Keefe, Member

By: \_\_\_\_\_  
Roger Wolff, Member

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WALWORTH)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Thomas Keefe and Roger Wolff, known to me to be the only Members of Geneva Business Center, LLC, on behalf of the limited liability company.

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires/is \_\_\_\_\_





**EXHIBIT A**

**LEGAL DESCRIPTION – PARCEL A**

Lot 1 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

**EXHIBIT B**

**LEGAL DESCRIPTION – PARCEL B**

Lot 2 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

## **EXHIBIT C**

### **LEGAL DESCRIPTION – PARCEL C**

Lot 3 of Certified Survey Map No. \_\_\_\_\_, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_, being part of Units 1, 2 and Expansion units in Geneva Business Centre Condominium and part of Lot 2 of Lake Geneva Business Park, a subdivision located in the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 31, T2N, R18E, City of Lake Geneva, Walworth County, Wisconsin.

