

LAW OFFICES OF

**HIPPENMEYER, REILLY, BLUM  
SCHMITZER, FABIAN & ENGLISH, S.C.**

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RICHARD S. HIPPENMEYER  
(1911-1979)  
WILLIAM F. REILLY  
(1932-2007)

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January 14, 2020

**Via Email ([ddykstra@villageofmukwonago.com](mailto:ddykstra@villageofmukwonago.com)) and US Mail**

Ms. Diana Dykstra  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

Re: 915 Main Street – Recorded Developer's Agreement

Dear Diana:

Enclosed is the original Developer's Agreement for the Pointe Apartments, LLC showing its recording with the Waukesha County Register of Deeds Office on January 2, 2020 as Document No. 4445223.

Please let me know if you have any questions.

Sincerely,

HIPPENMEYER, REILLY, BLUM,  
SCHMITZER, FABIAN & ENGLISH, S.C.



Mark G. Blum  
Village Attorney

MGB/jb  
Enc.

Cc: Mr. Jerad Wegner  
Mr. Ben Kohout

**DEVELOPER'S  
AGREEMENT**

Document Number

Title of Document

4445223

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

January 02, 2020 01:29 PM  
James R Behrend  
Register of Deeds

64 PGS  
TOTAL FEE:\$30.00  
TRANS FEE:\$0.00

Book Page -



The property affected by this Agreement is legally described on the attached Exhibit A.

Record this document with the Register of Deed.

Name and Return Address

Atty. Mark G. Blum

PO Box 766

Waukesha, WI 53187-0766

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum  
Hippenmeyer, Reilly, Blum,  
Schmitzer, Fabian & English, S.C.  
720 Clinton St., PO Box 766  
Waukesha, WI 53187-0766  
Phone: (262) 549-8181  
Email: [mgbлум@hrblawfirm.com](mailto:mgbлум@hrblawfirm.com)



### CERTIFICATION

I, Diana Dykstra, the duly appointed Village Clerk/Treasurer of the Village of Mukwonago, do hereby certify that the attached photos and maps are a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mukwonago Clerk's Office.

Dated this 28<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
Diana Dykstra,  
Village Clerk/Treasurer

This Certification relates to the Developer's Agreement between the Village of Mukwonago and Mikko Erkamaa.

10/01/2019

**DEVELOPER'S AGREEMENT FOR THE DEVELOPMENT OF  
THE PROPERTY AT 915 MAIN STREET, MUKWONAGO, WISCONSIN**

**THIS DEVELOPER'S AGREEMENT ("AGREEMENT")**, is made and entered into this 10<sup>th</sup> day of October, 2019, by and between MIKKO ERKAMAA (hereinafter referred to as the "**DEVELOPER**"), and the **VILLAGE** of Mukwonago, a Wisconsin municipal corporation (hereinafter referred to as the "**VILLAGE**"), located in Waukesha and Walworth Counties, in Wisconsin.

**RECITALS**

This **AGREEMENT** relates to the property at 915 Main Street, which is owned by the **DEVELOPER** and which was previously owned by the **VILLAGE**, which property is more specifically described in the attached Exhibit A.

**DEVELOPER** agrees to develop the property as a multi-family development in accordance with the Site Plan and Use Approvals given by the Village of Mukwonago Plan Commission and Village Board.

The **VILLAGE** seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the development, and thereby to limit the harmful effects of substandard development, which might leave the property undeveloped and unproductive.

The applicable provisions of this **AGREEMENT** require that provisions be made for the installation of erosion and storm water runoff control, as well as a public, multi-purpose trail to serve the property.

The purpose of this **AGREEMENT** is to protect the **VILLAGE** from the cost of completing the improvements provided for hereunder and is not executed for the benefit of material men, laborers, or others providing work, services or material to the development or for the benefit of occupants of the property.

The purpose of this **AGREEMENT** includes, but is not limited to, the avoidance of harmful consequences of land development prior to satisfactory completion of necessary public improvements, or prior to the payment of improvement costs.

This **AGREEMENT** is made for the mutual benefit of the **DEVELOPER** and the **VILLAGE** in order that the requirements of the approval for the development of the property are fully complied with.

The parties acknowledge that the **VILLAGE** will be injured in the event of the **DEVELOPER'S** failure to fully and completely perform the requirements of this **AGREEMENT**, even if construction has not yet been commenced. Accordingly, the parties agree that the **VILLAGE** may enforce the terms and provisions of this **AGREEMENT** even if construction has not begun.

The mutual promises set forth herein, the provisions of the **VILLAGE's** Zoning Code and Development Ordinances, as well as the provisions of State Law authorize the covenants, and obligations contained in this **AGREEMENT**.

10/01/2019

**DEVELOPER** agrees to develop the **PROPERTY** in accordance with this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances, including the **VILLAGE's** Comprehensive Plan, Stormwater Management Ordinance, Zoning Code, Building Code and other rules and regulations of the **VILLAGE**.

The **DEVELOPER** now wishes to install public improvements to serve the property.

This **AGREEMENT** currently contains the following Exhibits (subject to review and approval by the Village Engineer and other authorized representatives of the **VILLAGE**) and any subsequent exhibits provided for under the **AGREEMENT**, all of which are incorporated herein as if fully set forth:

- EXHIBIT A** Legal Description of the Property
- EXHIBIT B** Public Improvement Costs – List of Work and Responsibilities of the Developer
- EXHIBIT C** Storm Water Management Plan
- EXHIBIT D** Proposed Certified Survey Map showing the location of the multi-purpose trail
- EXHIBIT E** Village of Mukwonago Insurance Requirements
- EXHIBIT F** Plans for Multi-Purpose Trail

**NOW THEREFORE**, in consideration of the granting of approval for the development of the property, the **DEVELOPER** agrees to develop the property, complete with all improvements outlined herein, in accordance with terms and conditions of this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the **VILLAGE**.

#### ARTICLE I – GENERAL CONDITIONS

**A. Improvements.**

The **DEVELOPER** shall construct and install, at its own expense, those on-site and off-site improvements listed on **EXHIBIT B** and further detailed in **EXHIBITS C and F** attached hereto and incorporated herein by this reference ("the **IMPROVEMENTS**"). The **DEVELOPER'S** obligation to complete the **IMPROVEMENTS** in on the property (or those improvements required by this Agreement) will arise upon execution of this **AGREEMENT** by **DEVELOPER and VILLAGE**, recording of this **AGREEMENT** in the Waukesha County Register of Deeds, will be independent of any obligations of the **VILLAGE** contained herein and will not be conditioned on the commencement of construction in the development.

**B. Contractors Engaged By DEVELOPER.**

The **DEVELOPER** agrees to engage Contractors/Subcontractors for all construction included in this **AGREEMENT** who shall perform such work to the standards of the **VILLAGE** and who shall comply with every requirement of the **VILLAGE'S** Municipal Code, Standard Specifications, and standards in performing such work. The **DEVELOPER** shall furnish the Village Engineer with the names of all contractors and their subcontractors, with the classification of the work they will perform not less than seven (7)

calendar days prior to any work beginning. A pre-construction meeting, attended by the Village Engineer, Department Heads, the **DEVELOPER'S** Contractor, Utility Companies and Subcontractors is required prior to any work being commenced on the site.

**C. Municipal Approval of Starting Dates.**

The **DEVELOPER** further agrees that no work shall be scheduled for the above-mentioned improvements without the Village Engineer's approval of starting date and schedule, which shall be submitted by the **DEVELOPER** for approval by the Village Engineer work is scheduled to begin. The Village Engineer's approval shall not be unreasonably withheld. No building permits shall be issued until the Village Engineer has inspected and recommended for approval; the multi-use trail provided for in the Trail Plan (**EXHIBIT F**) and the storm water management facilities provided for in the Storm Water Management Plan (**EXHIBIT C**), are in place and constructed in accordance with all applicable requirements of this **AGREEMENT**. Subject to the approval by the Village Engineer, commencement of construction shall be at the discretion of the **DEVELOPER**.

**D. Change Order to Work.**

The **DEVELOPER** further agrees that the **VILLAGE** shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written agreements between the **VILLAGE** and the **DEVELOPER**. Said changes are to be in writing, executed by **DEVELOPER** and the **VILLAGE**, and are to be attached as exhibits and incorporated herein.

**E. Acceptance of Work.**

The **VILLAGE** shall review the **IMPROVEMENTS** after all **IMPROVEMENTS** are completed and, if acceptable to the Village Engineer, accept such **IMPROVEMENTS** as being in compliance with the standards and specifications of the **VILLAGE**. Inspection and acceptance, if appropriate, will occur within 20 days of written notice from the Village Engineer that the **IMPROVEMENTS** are in compliance with the standards and specifications of the **VILLAGE** and that all **Developer Obligations under this Agreement have been met**. At the option of the **VILLAGE**, if the ground is frozen, the time for final inspection may be extended as necessary, for those **IMPROVEMENTS** which cannot be reasonably inspected when the ground is frozen, so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any such **IMPROVEMENT**, the **DEVELOPER** shall present to the **VILLAGE** valid lien waivers from all persons providing materials or performing work on the **IMPROVEMENTS** for which approval is sought. Acceptance by the **VILLAGE** does not constitute a waiver by the **VILLAGE** of the right to draw funds under the letter of credit on account of defects in or failure of any **IMPROVEMENT** that is detected or which occurs following such acceptance and within the guaranty period.

The **DEVELOPER** further agrees that the dedication of multi-purpose trail **IMPROVEMENTS** will not be accepted by the **VILLAGE** until they have been reviewed and recommended for approval by the **MUNICIPAL ENGINEER** and furthermore until all outstanding **VILLAGE** incurred costs, including engineering and construction review charges indicated herein, have been paid in full and affidavits and lien waivers are received by the **VILLAGE** indicating that the Contractors and his/her suppliers have been paid in full for all work and materials furnished under this **AGREEMENT**.

The **DEVELOPER** agrees to provide for maintenance and repair of all required public **IMPROVEMENTS** until the **VILLAGE** formally accepts such **IMPROVEMENTS**.

The **VILLAGE** will provide timely notice to the **DEVELOPER** whenever observation reveals that an improvement does not conform to the **VILLAGE's** standards and specifications, or is otherwise defective. The **DEVELOPER** shall have 30 days from the issuance of such notice to correct the defect. However, the **DEVELOPER** shall not be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. As used herein, the term "Force Majeure" shall mean any war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, strikes or lockouts, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the **DEVELOPER** or its agents or contractors, as applicable. The **VILLAGE** shall not declare a default under this **AGREEMENT** during the 30 day correction period on account of any such defect unless it is clear the **DEVELOPER** does not intend to correct the defect or unless the **VILLAGE** determines that immediate action is required in order to remedy a situation that poses an imminent health or safety threat.

**DEVELOPER** shall furnish the Village Engineer with copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD and in PDF, portable document format. The Village Engineer shall prepare "record drawings" of the improvements, at **DEVELOPER'S** expense within 30 calendar days of binder course placement.

The Storm Water Management improvements called for hereunder will remain the private property of the **DEVELOPER**. However, it is the intention of the **VILLAGE**, through this **AGREEMENT**, to ensure that said storm water management improvements are constructed in accordance with the approved Storm Water Management Plan. With regard to the multi-purpose trail, it is the intention of the parties that this trail will be constructed at the expense of the **DEVELOPER** and will be dedicated to the **VILLAGE** upon completion subject to the acceptance of those **IMPROVEMENTS** based upon the **DEVELOPER's** compliance with the terms of this **AGREEMENT** and the **VILLAGE's** requirements for the construction of such trail.

**F. Indemnification and Insurance Required of Private Contractors.**

The **DEVELOPER** hereby expressly agrees to indemnify and hold the **VILLAGE** and its agents harmless from and against all claims, costs, including actual attorney fees, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this **AGREEMENT**. The **DEVELOPER** further agrees to aid and defend the **VILLAGE** or its agents (at no cost to the **VILLAGE** or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this **AGREEMENT** except where such suit is brought by the **DEVELOPER**. The **DEVELOPER** is not an agent or employee of the **VILLAGE**. The **DEVELOPER** shall require all Contractors and subcontractors engaged in the construction of this project to comply with these requirements pertaining to damage claims, indemnification of the **VILLAGE**, and provide insurance coverage's that are established by the **VILLAGE**, which are attached hereto as **Exhibit E**. The **DEVELOPER** shall also require Contractors engaged in the construction of this project to maintain a current Endorsement to their Insurance Policy, naming the **VILLAGE** as an additional insured on a primary and non-

contributory basis, in the form of a policy endorsement acceptable to the Village Attorney, on file with the Village Engineer and to provide evidence of such coverage and the evidence of the commitment to indemnify to the **VILLAGE**. Said policy shall also indicate that in the event of material modification or termination, the **VILLAGE** shall receive not less than thirty days advanced notice of said action.

**G. Guarantee of Work.**

The **DEVELOPER** agrees to guarantee and warrant the **IMPROVEMENTS** against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the Village Board (the **Guarantee Period**). During the **Guarantee Period** a Letter of Credit in the amount of 20% of the original estimated cost of all public improvements provided for hereunder shall remain in force for the full length of the one (1) year **Guarantee Period**.

**H. Compliance with Agreement.**

The **DEVELOPER** shall fully comply with any and all provisions of this **AGREEMENT** and with all Municipal Ordinances, whether or not specifically addressed in this **AGREEMENT** including but not limited to:

**1. Grading, Erosion Control and Barricades:**

- a. The **DEVELOPER** shall furnish, install, and maintain during construction and until the **IMPROVEMENTS** are accepted by the **VILLAGE**, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD). Signs and barricades shall be required, furnished, and installed so as to conform to the Manual of Uniform Traffic Control Devices.
- b. The **DEVELOPER** shall obtain the approval of the Village Engineer for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. The **DEVELOPER** shall adhere to conditions of the approval and grants the right-of-entry on the property to designated personnel of the **VILLAGE** to inspect and monitor compliance with this requirement.

**2. Storm Water Management Structures:**

- a. The **DEVELOPER** shall install all storm water management facilities including related public and private storm sewers required by **VILLAGE** Ordinance and the plans and specifications approved by the Village Engineer. The **DEVELOPER** shall furnish the **VILLAGE** with reproducible AutoCad (current edition) and PDF portable document format approved plans of the storm water management system prior to **VILLAGE's** acceptance of dedication of the public storm water management facilities located within the road right-of-way.
- b. The **DEVELOPER** shall be responsible for the maintenance of all required storm water facilities. The **DEVELOPER** shall remain responsible for the maintenance responsibilities to the **DEVELOPER**. Maintenance shall include the responsibility of cleaning of storm water facilities of construction debris to assure that they perform adequately. **DEVELOPER** agrees to enter into a Storm Water Maintenance Agreement in a form and content acceptable to the **VILLAGE** and in accordance with the Village Ordinances on such subject, which Agreement shall be binding upon the owners of the property, their heirs, successors and assigns.
- c. All underground services shall be constructed according to Village specifications and/or as reasonably required by Department Heads and Village Engineer.



**3. Other Improvements Required:**

- a. Where standards and/or specifications have not been established or referenced by the **VILLAGE**, all work shall be made in accordance with established engineering and construction practices as designated and approved by the Village Engineer.
- b. The **DEVELOPER** shall be responsible for the control of all weeds, grass and underbrush on the property. All subsequent owners of the property shall be responsible for weed control.

**I. DEVELOPER to Reimburse the VILLAGE for Costs Sustained.**

The **DEVELOPER** shall reimburse the **VILLAGE** for its actual cost of inspections, testing and associated legal fees for the required public **IMPROVEMENTS**. The **VILLAGE'S** cost shall be determined as follows:

- a. The cost of Village employees' time engaged in any way with the required public **IMPROVEMENTS** based on the hourly rate paid to the employee multiplied by a factor determined by the **VILLAGE** representing the **VILLAGE's** cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of **VILLAGE** equipment employed.
- c. The cost of mileage reimbursed to Village employees, which is attributed to the land division.
- d. The costs incurred by the **VILLAGE** in connection with the cost for review and approval of legal documents including deed restrictions.
- e. All consultant fees paid by the **VILLAGE**, including planning, legal and engineering, associated with this **AGREEMENT** and the **IMPROVEMENTS** shall be reimbursed by **DEVELOPER** at the invoiced amount plus a one percent (1%) administrative fee in accordance with Village Ordinance.

**J. Surety.**

- a. Prior to commencing work on the **IMPROVEMENTS**, the **DEVELOPER** agrees to furnish the **VILLAGE** with surety in the form of an irrevocable letters of credit, or other such form as deemed acceptable by the **VILLAGE** in the minimum amount of 120% of estimated costs to secure performance of this **AGREEMENT** in accordance with the **VILLAGE'S** Land Division Ordinance. A letter of credit shall remain in full force and effect until completion of the Guaranty Period, as defined in Article I Paragraph G of this **AGREEMENT**. Pursuant to Village specifications, the **IMPROVEMENTS** provided for hereunder shall be completed to the satisfaction of the **VILLAGE**. The **DEVELOPER's** letter of credit will not be released in full until the **IMPROVEMENTS** called for hereunder are constructed as required under the terms of this **AGREEMENT**.
- b. As work progresses on installation of **IMPROVEMENTS** constructed as part of the **AGREEMENT**, the Village Engineer, upon written request from the **DEVELOPER** from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of the construction of the **IMPROVEMENTS** are completed by the **DEVELOPER**, and the Village Engineer recommends a reduction in the surety, the Village Board is authorized, upon submission of lien waivers by the **DEVELOPER'S** contractors, to reduce the amount of surety. This partial reduction in the surety does not constitute "acceptance" of the **IMPROVEMENTS**.
- c. Upon acceptance by the Village Board of the **IMPROVEMENTS** constructed as part of this **AGREEMENT**, the **VILLAGE** agrees to reduce the surety to the amount set

forth in Article I Paragraph G of this Agreement to secure performance of the guarantee during the guarantee period described in this **AGREEMENT**, subject to the approval of the Village Engineer.

**K. DEVELOPER'S Designated Project Manager.**

The **DEVELOPER** hereby appoints JAY CAMPBELL as the Project Manager, said individual shall act as the **DEVELOPER'S** representative during the construction phase of the installation of these **IMPROVEMENTS**. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours, the Project Manager shall be available for emergency situations at the following telephone number: cell phone (262) 894-4572 or office phone (262) 4760. The mailing address of **DEVELOPER** for this construction project shall be as follows: Mr. Jay Campell, c/o Campbell Construction, 461 River Crest Court, Mukwonago, Wisconsin, 53149. In the event that the project manager is replaced, then the **DEVELOPER** shall notify the Village Zoning Administrator, Village Clerk and Village Engineer in writing within 3 business days of the replacement.

**L. Engineer of Record.**

The **VILLAGE** hereby appoints Jerad Wegner of Ruekert and Mielke as the Engineer for the project. His telephone number is (262) 542-5733 and his mailing address is: Ruekert & Mielke, W233 N2080 Ridgeview Parkway, Waukesha, Wisconsin 53188-1020

**ARTICLE II – SUPPLEMENTAL GENERAL CONDITIONS**

**A. No Vested Rights Granted.**

Except as provided by law, or as expressly provided in this **AGREEMENT**, no vested right in connection with this project shall inure to the **DEVELOPER**. Nor does the **VILLAGE** warrant by this **AGREEMENT** that the **DEVELOPER** is entitled to any other approvals required.

**B. No Waiver.**

No waiver of any provision of this **AGREEMENT** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this **AGREEMENT** or be deemed a waiver of any subsequent default or defaults of the same type. The **VILLAGE'S** failure to exercise any right under this **AGREEMENT** shall not constitute the approval of any wrongful act by the **DEVELOPER** or the acceptance of any **IMPROVEMENT**.

**C. Amendment/Modification.**

This **AGREEMENT** may be amended or modified only by a written amendment approved and executed by the **VILLAGE** and the **DEVELOPER**.

**D. Default.**

A default is defined herein as the **DEVELOPER'S** breach of, or failure to comply with, the terms of this **AGREEMENT**. The **VILLAGE** reserves to itself the right to draw on a letter of credit as set forth in the letter of credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, prohibiting the sale of lots by the **DEVELOPER**, stopping all construction in the approved final plat, or not issuing building permits.

**E. Entire Agreement.**

This written **AGREEMENT**, and written amendments, and any referenced attachments thereto, shall constitute the entire **AGREEMENT** between the **DEVELOPER** and the **VILLAGE**.

**F. Time.**

For the purpose of computing the commencement, abandonment, and completion periods, and time periods for **VILLAGE** action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the **DEVELOPER** or **VILLAGE** from performing its obligations under the **AGREEMENT**.

**G. Severability.**

If any part, term, or provision of this **AGREEMENT** is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the **AGREEMENT**.

**H. Benefits.**

The benefits of this **AGREEMENT** to the **DEVELOPER** are personal and shall not be assigned without the express written approval for the **VILLAGE**. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this **AGREEMENT** are personal obligations of the **DEVELOPER** and also shall be binding on the heirs, successors, and assigns of the **DEVELOPER**. The **VILLAGE** shall release the original **DEVELOPER'S** letter of credit if it accepts new security from any subsequent **DEVELOPER** or lender who obtains the property. However, no act of the **VILLAGE** shall constitute a release of the original **DEVELOPER** from its liability under this **AGREEMENT**.

**I. Immunity.**

Nothing contained in this **AGREEMENT** constitutes a waiver of the **VILLAGE'S** sovereign immunity under applicable law.

**J. Notice.**

Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to **DEVELOPER**

**Mikko Erkamaa**  
c/o The Point Apartments LLC  
W3468 County Road J  
East Troy, WI 53120

and

Attorney Joseph Tierney IV  
Davis Kuelthau SC  
111 E. Kilbourn Ave., Ste. 1400

10/01/2019

Milwaukee, WI 53202-6677

If to VILLAGE

**VILLAGE OF MUKWONAGO**

Diana Dykstra, Village Clerk  
440 River Crest Court  
Mukwonago, WI 53149

WITH COPIES TO

**Attorney Mark G. Blum**

720 Clinton Street  
Waukesha, WI 53186

OR

**Mr. Jerad Wegner, P.E.**

Ruekert & Mielke  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020

**K. Recordation.**

The **VILLAGE** may record a copy of this **AGREEMENT** or Affidavit indicating the existence of this **AGREEMENT** in the Register of Deeds Office. The **DEVELOPER** shall pay all cost of recording.

**L. Personal Jurisdiction and Venue.**

Personal jurisdiction and venue for any civil action commenced by either party to this **AGREEMENT** whether arising out of or relating to the **AGREEMENT** or letter of credit shall be deemed to be proper only if such action is commenced in the Circuit Court for Waukesha County. The **DEVELOPER** expressly waives his/her/their right to bring such action in or to remove such action to any other court whether state or federal.

**M. Impact Fees.**

As required in the Village Ordinances, Lot Owners shall pay all sewer, water and park impact fees for their lot to the **VILLAGE**, prior to the **VILLAGE** issuing a building permit for the Lot.

**N. Building Permits.**

No building permits for the construction of the anticipated structures as approved as part of the development plan for this development shall be issued until the storm water management improvements provided for, and the storm water management plan, have been installed and approved by the **VILLAGE**.

**O. Effective Date.**

The **AGREEMENT** shall be effective as of the date and year first written above.

10/01/2019

SIGNED THIS 28th DAY OF October, 2019

VILLAGEE OF MUKWONAGO, Waukesha and Walworth Counties

By: Fred Winchowky  
Fred Winchowky, Village President

Attest: Diana Dykstra  
Diana Dykstra, Village Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN )

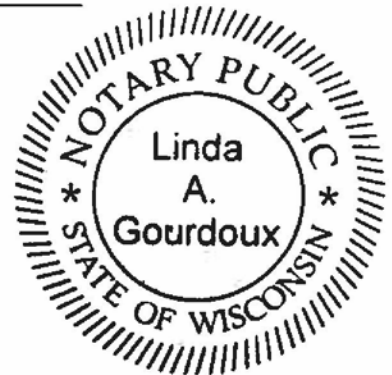
COUNTY OF WAUKESHA )

Personally came before me this 28 day of October, 2019, the above-named Fred Winchowky, Village of Mukwonago President, and Diana Dykstra, Village of Mukwonago Clerk, to me known to be the persons and officers who executed for foregoing instrument and acknowledged that they executed the same as such officers of the Village of Mukwonago.

Signed Linda A. Gourdoux  
Printed Name: Linda A. Gourdoux

Notary Public, State of Wisconsin

My Commission expires May 28, 2021



10/01/2019

MIKKO ERKAMAA



\_\_\_\_\_  
Mikko Erkamaa

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
Waukesha COUNTY     ) ss.

Personally came before me this 10<sup>th</sup> day of October, 2019, the above named Mikko Erkamaa, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Signed Nadine Booth  
Printed Name: Nadine Booth  
Notary Public, State of Wisconsin  
My Commission expires 1-31-2020



10/01/2019

**Exhibit A**  
**LEGAL DESCRIPTION**

# EXHIBIT "A"

## GRANTOR PARCEL

### LEGAL DESCRIPTION:

A consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described;

Thence South 13°55'04" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 249.96 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

Said Parcel contains 193,015 Square Feet (or 4.4310 Acres) of land, more or less.

Date: 9/26/2019

---

Deborah L. Joers, P.L.S.  
Professional Land Surveyor, S-2132  
**TRIO ENGINEERING, LLC**  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005



10/01/2019

**EXHIBIT B**  
**PUBLIC IMPROVEMENT COSTS**  
**LIST OF WORK AND RESPONSIBILITIES OF THE DEVELOPER**

October 7, 2019

Mr. Fred Winchowky  
Village President  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

Re: Pointe Apartments Development  
Letter of Credit Recommendation

Dear President Winchowky:

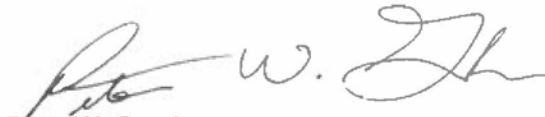
We have completed our review of the Letter of Credit information for the above development based off an estimate provided to us by Campbell Construction for the public infrastructure work. We have reviewed the numbers against current construction bid unit prices and have determined that the estimated amounts for the Letter of Credit adequately cover the proposed work. As such, the final amount for the Letter of Credit, with contingencies should be as follows:

ITEM	Letter of Credit Amount
Multi-Use Trail (Includes Grading, Base Aggregate, Asphalt, Restoration)	\$22,400.00
Storm Sewer Improvements (Includes Conveyance System and Structures, Underground Detention, Rain Garden, Grading, Restoration)	\$129,725.00
Contingencies (20%)	\$30,425.00
<b>Total Letter of Credit Amount:</b>	<b>\$182,550.00</b>

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT &amp; MIELKE, INC.



Peter W. Gesch  
Project Engineer  
[pgesch@ruekertmielke.com](mailto:pgesch@ruekertmielke.com)

PWG:pwg

cc: Diana Dykstra, Village of Mukwonago  
John Weidl, Village of Mukwonago  
Bob Harley, Village of Mukwonago  
Mark G. Blum, Village of Mukwonago  
Dave Brown, Village of Mukwonago  
Ron Bittner, Village of Mukwonago  
Ben Kohout, Village of Mukwonago  
Jay Campbell, Campbell Construction  
Mikko Erkamaa, Walker & Dunlop  
Joshua Pudelko, P.E., Trio Engineering  
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

~12-10116 The Pointe Apartments Development > 100 Review > Correspondence > Winchowky-20191007-Pointe Apartments-Letter of Credit Recommendation.docx~

10/01/2019

**EXHIBIT C**  
**STORM WATER MANAGEMENT PLAN**

The Pointe Apartments, LLC, as "Owner" of the property described in Exhibit A, in accordance with Chapter 34 of the Village of Mukwonago Municipal Code, agrees to install and maintain storm water management practices on the subject property in accordance with approved plans and Storm Water Permit conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A:** Legal Description of the real estate for which this Agreement applies ("Property").

**Exhibit B:** Location Map - shows an accurate location of each storm water management practice affected by this Agreement.

**Exhibit C:** Maintenance Plan - prescribes those activities that must be carried out to maintain compliance with this Agreement.

**Exhibit D:** Design Summary - contains a summary of key Engineering calculations and other data used to design the storm water management practices.

**Exhibit E:** As-built survey (to be recorded as an addendum) - shows a detailed "as-built" cross section and plan view of the storm water management practices.

**Exhibit F:** Engineering/Construction Verification (to be recorded as an addendum) - provides verification from the project engineer that the design and construction of the storm water management practices complies with all applicable technical standards and the Village's requirements.

NOTE: After construction verification has been accepted by the Village of Mukwonago, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing construction details and construction verification. The addendum(s) may contain several additional exhibits, as described below.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. Upon execution of this Agreement, the Village shall record the Agreement at the Waukesha County or Walworth County Register of Deeds, as applicable. The recording of this Agreement shall be a condition for the issuance of a Storm Water Permit. An addendum to this Agreement shall be recorded upon project completion which shall include submittal of Exhibit E and Exhibit F in an acceptable form to the Village. The recording of Amendment #1 including Exhibit E and Exhibit F shall be a condition for the issuance of an occupancy permit.
2. The current titleholder and/or Owner's Association shall construct, maintain and, if necessary, reconstruct the storm water management practices so as to maintain their compliance with applicable governmental, statutes, ordinances or rules. The current titleholder and/or Owner's Association shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.

3. The current titleholder and/or Owner's Association shall, at their own cost inspect the storm water best management practices on an annual basis and maintain records of annual inspections and maintenance performed. Records shall be made available to the Village upon request within 30 days of written notice. Annual inspections shall be performed as detailed in Exhibit C Maintenance Plan of the storm water maintenance agreement and shall be performed to determine if the facility is functioning within the design parameters. Commencing in October 2020 and every five years thereafter the current titleholder and/or Owner's Association shall, at their own cost, have a certification inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago no later than December 31 of the same year. Upon written notification by Village of Mukwonago or its designee the current titleholder and/or Owner's Association shall, at their own cost and within a reasonable time period determined by the Village of Mukwonago, have an inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago. The current titleholder and/or Owner's Association shall thereafter timely complete any maintenance or repair work recommended in any of the above reports. The current titleholder and/or Owner's Association shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized but not required to access the property as necessary to conduct inspections of the storm water management BMP's to ascertain compliance with the terms and intent of this Agreement and the activities prescribed in Exhibit C. The Village of Mukwonago may require work to be done which differs from the report(s) described in paragraph 3 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement and /or with Chapter 34 of the Village Code of Ordinances. Upon notification by the Village of Mukwonago of required maintenance or repairs, the current titleholder and/or Owner's Association shall complete the specified maintenance or repairs within a reasonable time frame, as determined by the Village of Mukwonago.
5. If the current titleholder and/or Owner's Association does not complete an inspection under 3 above or complete the required maintenance or repairs under 2 above within the specified time period, the Village of Mukwonago is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Mukwonago, no notice shall be required prior to the Village of Mukwonago performing emergency maintenance or repairs.

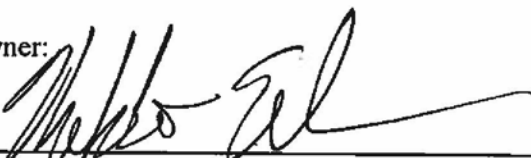
The cost of inspections or measures undertaken by the Village pursuant to this agreement shall be first paid from the proceeds of any surety maintained to

secure the performance by the Owner/Developer of its obligations under this agreement and the conditions of the use, site and architectural approval. In the event that the costs of said measures shall exceed the value of the surety or the surety has expired or been terminated, then in that event the cost of said measures shall be assessed as a special charge for current services pursuant to Wis Stat Sec. 66.0627. Any such assessment which is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which payment has not been received by the Village and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. The Developer hereby consents to the levy of such charge and waives notice and the right to hearing.

6. This Agreement shall run with the property and be binding upon all heirs, successors and assigns. Any modifications shall conform to the minimum requirements of Chapter 34 (or its successor) and be written so as to ensure the long-term maintenance of the storm water BMP's.
7. The Owner/Developer agrees to pledge a surety in a form acceptable to the Village of Mukwonago to secure performance of the obligations arising from the construction and maintenance of the storm water BMPs provided for under this Agreement in the amount of 120% of the actual cost of the storm water BMPs. Said surety shall remain in effect for a period of three (3) years from the date of the execution of this Agreement or until drawn upon in full by the Village or one year (1) from the date of the certification of the storm water improvements whichever occurs first. Release of the surety prior to the deadlines stated herein shall be governed by Mukwonago Village code section 34-108(c) as amended
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this 16<sup>th</sup> day of October, 201 19

Owner:

  
\_\_\_\_\_  
Authorized Representative of The Pointe Apartments, LLC

M. Kto Erkamaq  
(Printed Name of Authorized Representative)

State of Wisconsin:  
County of Waukesha

Personally came before me this 10<sup>th</sup> day of October, 2019, the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.



Nadine Booth

Notary Public, Waukesha County, WI  
My commission expires: 1.31.2020

Accepted by the Village of Mukwonago this 10<sup>th</sup> day of October, 2019

Fred Winchowky  
Fred Winchowky, Village President

Diana Dykstra  
Diana Dykstra, Village Clerk

This document was drafted by:  
Trio Engineering, LLC  
4100 N. Calhoun Road, Ste 300  
Brookfield, WI 53005  
Telephone: (262) 790-1480  
Email: [mbailey@trioeng.com](mailto:mbailey@trioeng.com)

4443148



# CERTIFIED SURVEY MAP NO. 11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

N. LINE OF THE NE 1/4 SECTION 35-5-18  
(N89°35'49"E 2178.55)

(P.O.C.) N.W. CORNER OF THE NE 1/4, SEC. 35-5-18  
CONC. MON. W/ BRASS CAP  
WISCONSIN STATE PLANE COORD. SYSTEM-SOUTH ZONE  
N 316,856.12, E 2,446,266.39

MEANDER CORNER NE CORNER OF THE NE 1/4, SEC. 35-5-18  
CONC. MON. W/ BRASS CAP  
WISCONSIN STATE PLANE COORD. SYSTEM-SOUTH ZONE  
N 316,871.44, E 2,448,444.76

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD 1927 DATUM) - SOUTH ZONE, IN WHICH THE NORTH LINE OF THE N.E. 1/4 OF SECTION 35-5-18, IS TAKEN TO BEAR NORTH 89°35'49" EAST.

## OVERALL DETAIL SHEET



**LOT 2**  
2,484 S.F.  
0.563 Ac.

WHISPERING BAY CONDOMINIUM PHASE 1

WHISPERING BAY CONDOMINIUM PHASE 2

LOWER PHANTOM LAKE

RAILROAD NO. (100' WIDE R.O.M.)

MAN STREET (C.T.H. ES)  
(R.O.W. WIDTH VARIES)

FRIENDS OF EAST TROY (100' WIDE R.O.W.)

**LOT 1**  
180,576 S.F.  
4.5760 Ac.

PARCEL A CSU 1801  
250.00  
N76°05'05"W  
124.99  
(Rec 513°34'W)  
(Rec 125.00)

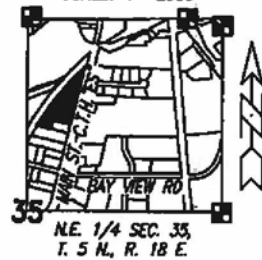
PARCEL B CSU 6450  
181.58  
N76°05'05"W  
(Rec N76°40'38"W)

PEDESTRIAN PATH EASEMENT DEDICATED TO THE VILLAGE OF MUKWONAGO VIA SEPARATE DOCUMENT

**PREPARED BY:**  
TRIO ENGINEERING, LLC  
4100 N. CALHOUN ROAD,  
SUITE 300  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480  
FAX: 262-790-1481

**OWNER:**  
THE POINTE APARTMENTS, LLC  
W3468 COUNTY ROAD J  
EAST TROY, WI 53120  
PHONE: 282-912-7080

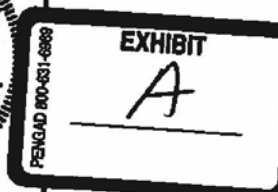
**LOCATION MAP**  
SCALE: 1"=2000'



**LEGEND:**  
■ - INDICATES Section Corner (See Plan for Details)  
○ - INDICATES "Found" 0.75" Iron rod  
● - INDICATES "Found" 1" Iron pipe, unless noted otherwise.

### CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	4005.88	14°38'20"	1023.48	1020.70	N38°58'37"E	S48°14'47"W	S31°36'27"W
C2	4105.88	2°45'45"	197.97	197.95	S40°23'56"W	S41°46'49"W	S39°01'04"W



DRAFTED THIS 15TH DAY OF OCTOBER, 2019  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-008-1059-01  
SHEET 1 OF 7



**CERTIFIED SURVEY MAP NO. 11953**

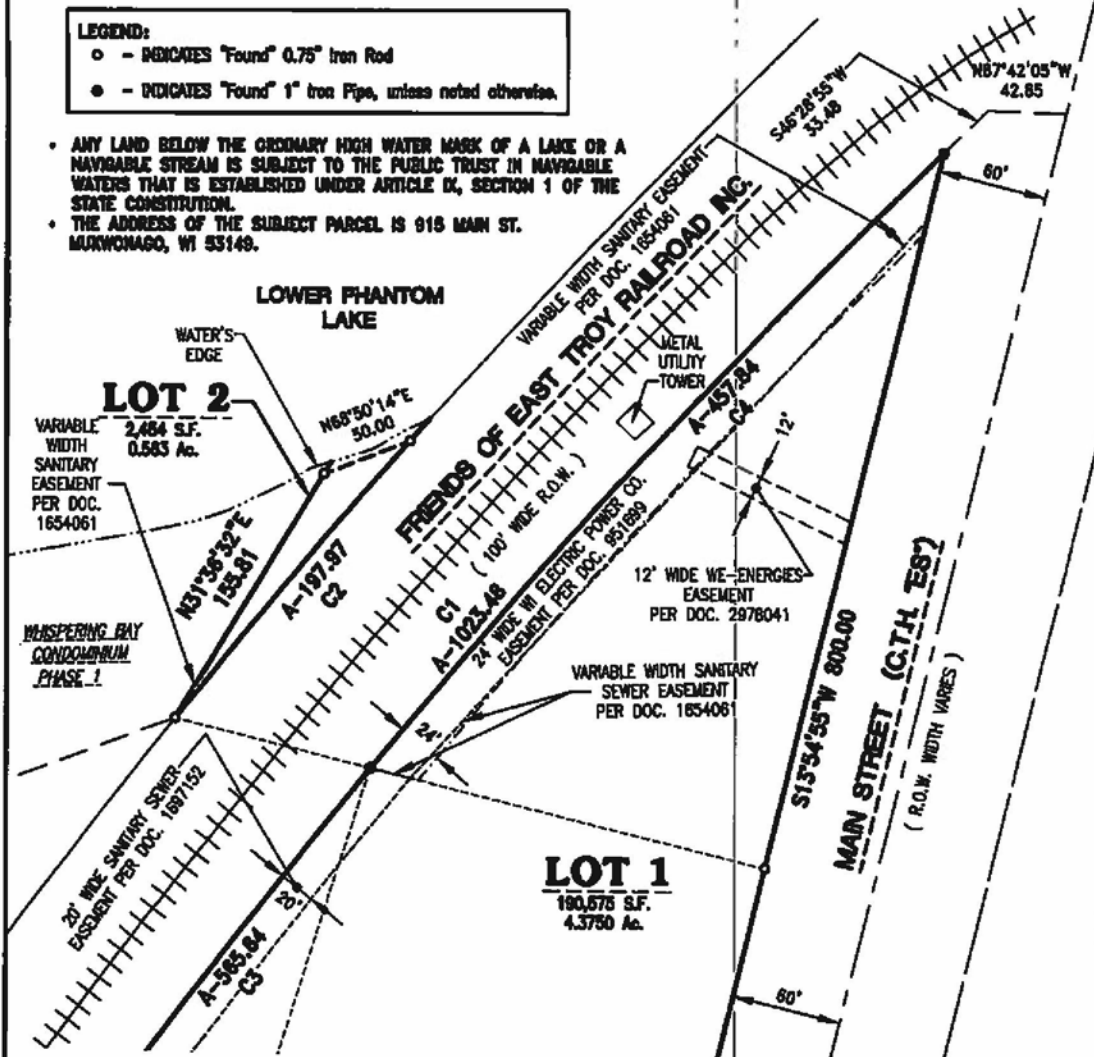
BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**EXISTING EASEMENT DETAIL SHEET**

**LEGEND:**

- - INDICATES "Found" 0.75" Iron Rod
- - INDICATES "Found" 1" Iron Pipe, unless noted otherwise.

- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- THE ADDRESS OF THE SUBJECT PARCEL IS 915 MAIN ST. MUKWONAGO, WI 53148.



**CURVE TABLE:**

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C3	4005.88	8°05'25"	565.64	565.17	N35°38'10"E	S39°41'52"W	S31°38'27"W
C4	4005.88	8°32'55"	457.84	457.59	N42°58'20"E	S46°14'47"W	S39°41'52"W



16 (C) 2019, Debra Joers - 01 Survey, Civil, Wisconsin, Inc.

DRAFTED THIS 15TH DAY OF OCTOBER, 2019  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

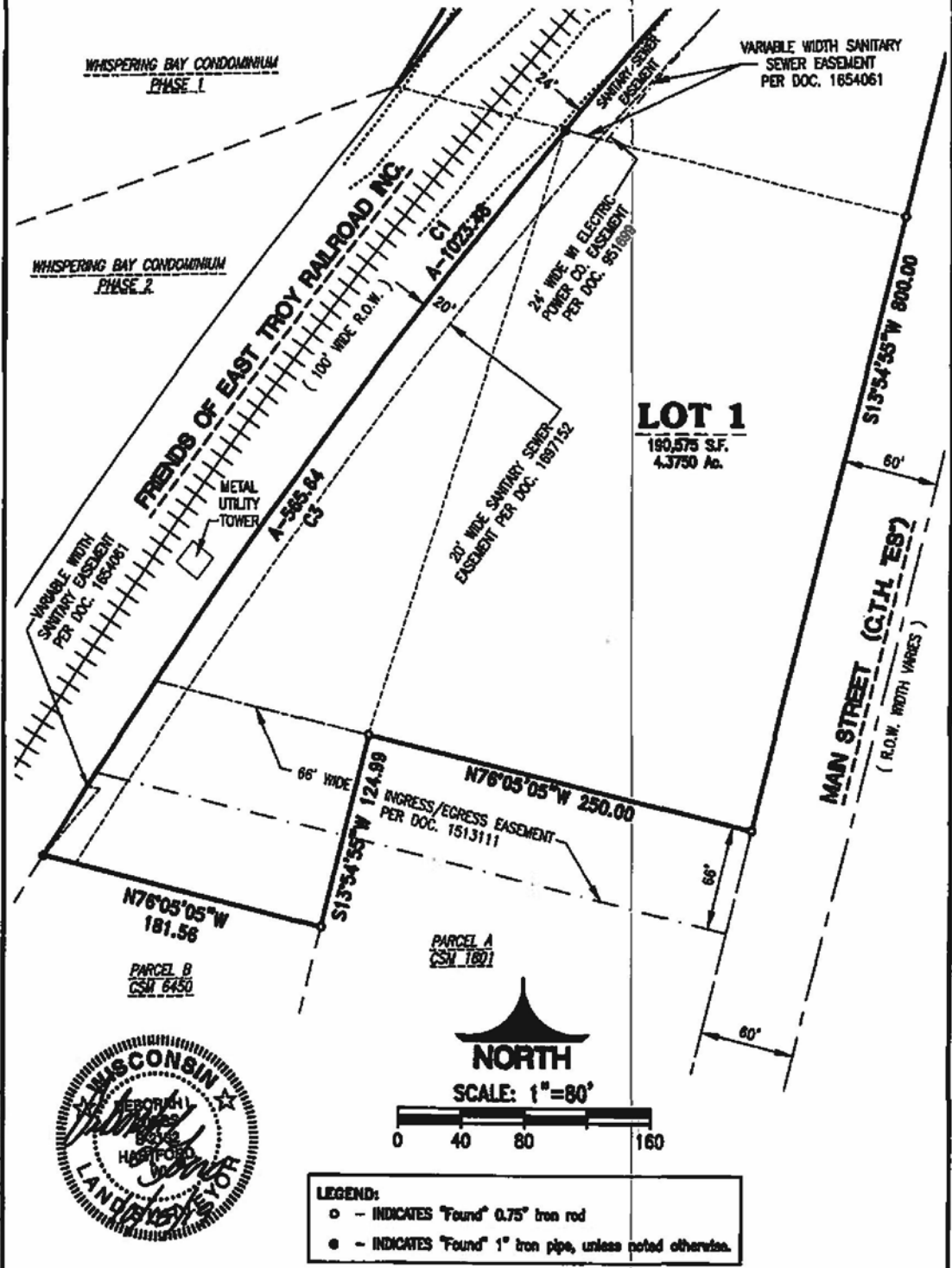
JOB NO. 19-006-1059-01  
SHEET 2 OF 7

128

**CERTIFIED SURVEY MAP NO. 11953**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**EXISTING EASEMENT DETAIL SHEET**



14-C10000 (10/2019) 105006-01 Survey (CSN) (3/20/2019) .dgn

DRAFTED THIS 15TH DAY OF OCTOBER, 2019  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01  
SHEET 3 OF 7

129

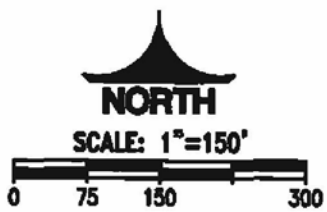
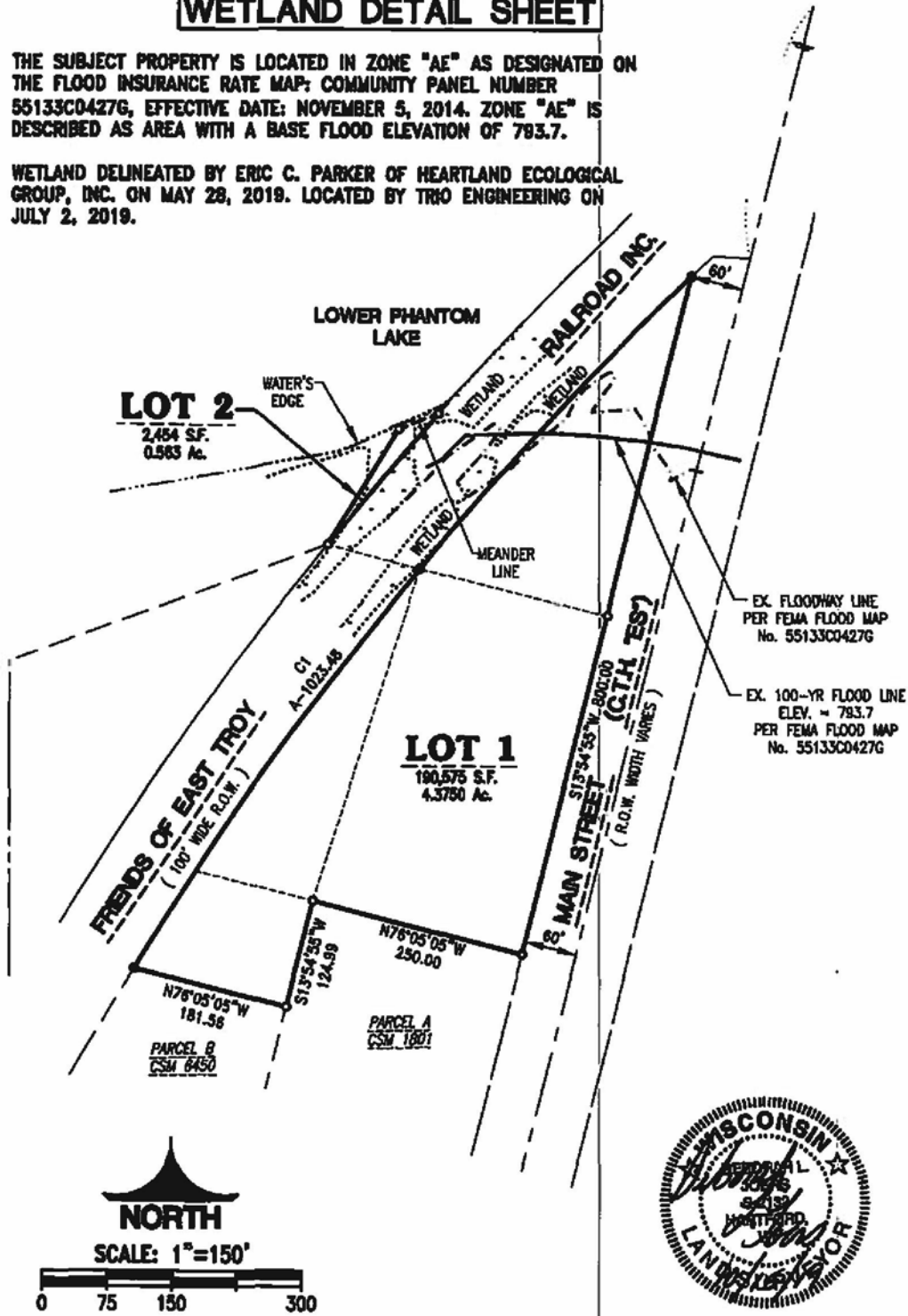
**CERTIFIED SURVEY MAP NO.**

11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**WETLAND DETAIL SHEET**

- THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP; COMMUNITY PANEL NUMBER 55133C0427G, EFFECTIVE DATE: NOVEMBER 5, 2014. ZONE "AE" IS DESCRIBED AS AREA WITH A BASE FLOOD ELEVATION OF 793.7.
- WETLAND DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON MAY 28, 2019. LOCATED BY TRIO ENGINEERING ON JULY 2, 2019.



141000001 10000 110000 011 Survey\Joers\55133C0427G.dwg

DRAFTED THIS 15TH DAY OF OCTOBER, 2019  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-008-1059-01  
SHEET 4 OF 7

**CERTIFIED SURVEY MAP NO. 11953**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

STATE OF WISCONSIN )  
                                  )ss  
COUNTY OF WAUKESHA)

I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described;

Thence South 13°54'55" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 250.00 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

Said Parcel contains 193,029 Square Feet (or 4.4313 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of the **THE POINTE APARTMENTS, LLC**, owners of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago in surveying, dividing and mapping the same.

Dated this 15<sup>th</sup> day of October, 2019.



*Deborah L. Joers*  
Deborah L. Joers, P.L.S.  
Professional Land Surveyor, S-2132  
**TRIO ENGINEERING, LLC**  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481

L:\CDB\YS\WFD\CS\DOC\MENT\1059\1906-01\Survey\130-Certified Survey Map\Legal The Pointe Apartments CSM.doc

**CERTIFIED SURVEY MAP NO. 11953**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE OF DEDICATION:**


THE POINTE APARTMENTS, LLC, as owner, do hereby certify that it caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago, this 16<sup>th</sup> day of DECEMBER, 20 19.

THE POINTE APARTMENTS, LLC  
  
Michael Erkamaa, Representative

STATE OF WISCONSIN )  
                                  ) ss  
COUNTY OF                    )


Personally, came before me this 16<sup>th</sup> day of DECEMBER, 20 19, the above-named, Michael Erkamaa, Representative, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of The Pointe Apartments, LLC.



  
Print Name: BRETT A. ENGELKING  
Notary Public, WAUKESHA County, WI  
My commission expires: 8/30/2023

**CONSENT OF CORPORATE MORTGAGEE:**

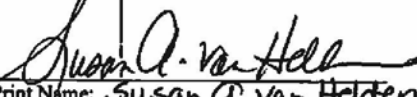
CITIZEN BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and does hereby consent to the above certificate of THE POINTE APARTMENTS, LLC, owner, this 2<sup>nd</sup> day of DECEMBER, 20 19.

  
Brett Engelking, Vice President

STATE OF WISCONSIN )  
                                  ) ss  
COUNTY OF                    )

Personally came before me this 2 day of December, 20 19, Brett Engelking, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.



  
Print Name: Susan A. Van Helden  
Notary Public, Waukesha County, WI  
My commission expires: 10-3-2022

**CERTIFIED SURVEY MAP NO.** 11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**PLAN COMMISSION APPROVAL:**

Approved by the Planning Commission of the Village of Mukwonago on this 10 day of Sept  
2019.

*Fred Winchowky*  
Fred Winchowky, Chairman

**VILLAGE BOARD APPROVAL CERTIFICATE:**

Approved by the Village Board of the Village of Mukwonago on this 16 day of October  
2019.

*Fred Winchowky*  
Fred Winchowky, Village President

*Diana Dykstra*  
Diana Dykstra, Clerk/Treasurer

4443148

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

December 19, 2019 01:58 PM  
James R. Behrend  
Register of Deeds

7 PGS  
TOTAL FEE: \$30.00  
TRANS FEE: \$8.00

Book 121 Page 127-133



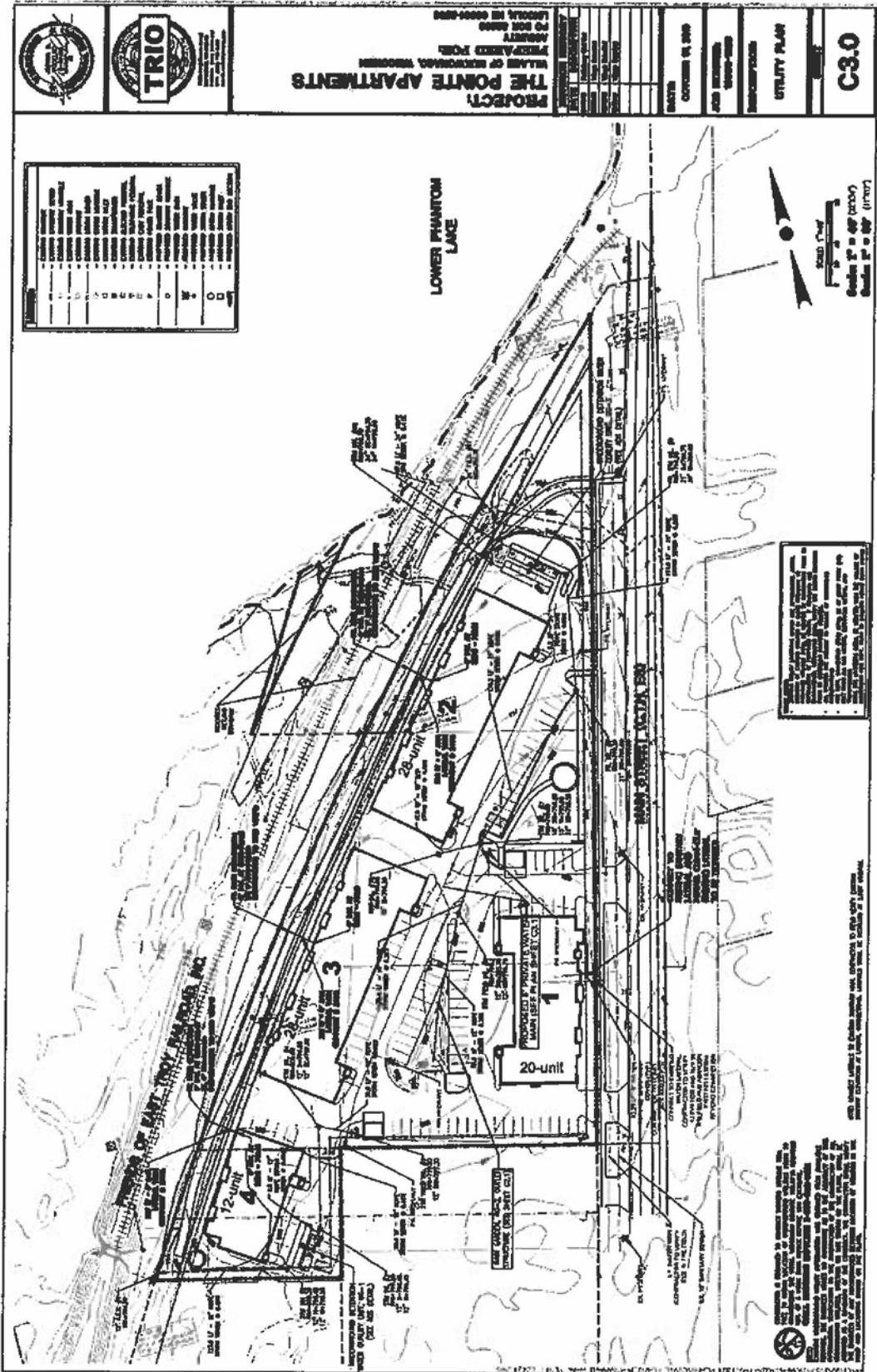
Drafted this 15th Day of October 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 19-006-1059-01  
SHEET 7 OF 7

# Exhibit B - Location Map

## Storm Water Management Practices Covered by this Agreement



## **Exhibit C**

### **Minimum Storm Water Practice Maintenance Requirements**

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

#### **UNDERGROUND DETENTION & RAIN GARDEN**

##### **System Description:**

The underground storage chambers and rain garden are designed to remove at least 40% of the Total Suspended Solids (TSS) from the site runoff and to reduce the post-development downstream peak flows to meet the Village of Mukwonago Stormwater Ordinance. Storm sewer systems on site function to convey runoff to the underground storage chambers, as well as filter pollutants, especially from smaller storms. To function correctly, the rain garden and underground detention facilities' size, water level, vegetation and outlet structures must be maintained as specified in this Plan.

##### **Minimum Maintenance Requirements:**

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

##### **General Maintenance requirements and restrictions:**

1. Grass swales shall be preserved to allow free flow of surface runoff in accordance with approved grading plans.
2. No buildings or other structures are allowed in grass swale areas.
3. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets should be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
5. NO trees are to be planted or allowed to grow in bottom of grass swales.
6. Periodic mowing of the grass swales for the first two years following construction will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
7. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
8. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered under the provisions listed on page 1 of this Agreement.



## Exhibit C – Continued

### RAIN GARDEN OPERATIONS AND MAINTENANCE

#### I. ROUTINE MAINTENANCE

##### A. Inspection

1. Performance of the rain garden should be inspected monthly and after every major storm event, following the initial construction to evaluate if the basin is draining within the design time limits.
  - a. Water plants should be watered as necessary the first year to establish plants.
2. If performance does not meet the design goals, complete repairs to the facility to meet the design requirements.
3. Following the initial growing season of monthly inspections, quarterly inspections of the facility should be made. Inspect the facility for:
  - a. Differential settlement
  - b. Cracking
  - c. Erosion
  - d. Leakage
  - e. Tree and woody plant growth on the embankments and plant health
  - f. Condition of the inlets and outlets
  - g. Sediment accumulation
  - h. Vigor and density of vegetation on the floor of the basin and buffer strips
  - i. pH testing of the soil (if plants growth issues exist)
  - j. Observation wells and/or under drains

##### B. Mowing – Native Vegetation

1. During establishment of vegetation, the first mowing shall occur once it reaches a height of 10 to 12 inches.
2. Control woody plant invasion by mowing once a year. The vegetation height shall be 5 to 6 inches after mowing.
3. Mow once per year in the fall after November 1st.
4. Remove trash and debris at the time of mowing.

##### C. Erosion Control

1. Inspect seasonally for erosion. Inspection after major storm events for erosion problems is also recommended if practical.
2. Repair all eroded areas immediately. Temporary erosion controls may be necessary to facilitate repairs.

##### D. Tilling

1. If the basin is located on marginally permeable soils, annual or semi-annual tilling may be needed to maintain infiltration capacity.
2. Tilled areas should be immediately re-vegetated to prevent erosion.

## II. NON-ROUTINE MAINTENANCE

### A. Structural Maintenance

1. Inspect pipe systems quarterly.
2. Remove and replace pipe systems that have eroded or rusted.
3. Earthen structures should be inspected annually. Erosion should be repaired immediately upon discovery.

### B. Restoration of Infiltration Capacity

1. Over time the original infiltration capacity of the basin will be diminished. Diminished infiltration capacity will require maintenance once the rain garden practice fails to infiltrate a rain event within 72 hours.
2. Deep tilling can be done to restore the infiltration capacity of the basin. The basin will be drained and the soils dried to a depth of 8 inches.
3. The top 2 to 3 inches of topsoil, chisel plowing, and adding topsoil and compost can be done.
4. The basin must be restored with native plantings.

### C. Watering

1. Water plants need to be watered as necessary during the first growing season.
2. After the first growing season, water as necessary during dry periods.

## Underground ADS Detention Basin:

### THE ISOLATOR<sup>®</sup> ROW

#### INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.

#### THE ISOLATOR ROW

The Isolator Row is a row of StormTech chambers, either SC-160LP, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the SC-160LP, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the over flow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

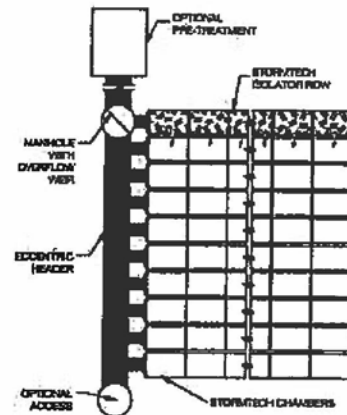
*Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.*



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.



StormTech Isolator Row with Overflow Spillway (not to scale)





## ISOLATOR ROW INSPECTION/MAINTENANCE

### INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

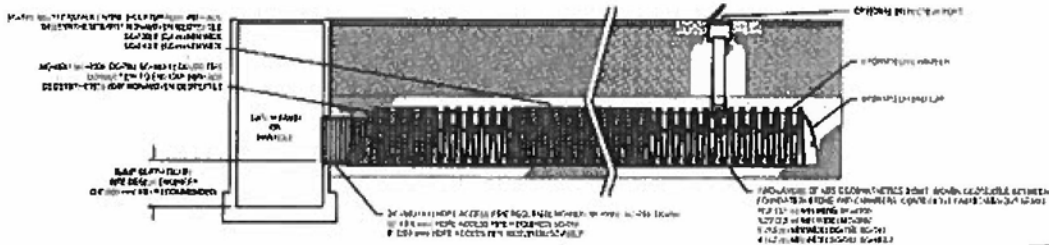
### MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.

### StormTech Isolator Row (not to scale)

*Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row.*



# ISOLATOR ROW STEP BY STEP MAINTENANCE PROCEDURES

## STEP 1

Inspect Isolator Row for sediment.

### A) Inspection ports (if present)

- i. Remove lid from floor box frame
- ii. Remove cap from inspection riser
- iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
- iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

### B) All Isolator Rows

- i. Remove cover from manhole at upstream end of Isolator Row
- ii. Using a flashlight, inspect down Isolator Row through outlet pipe
  1. Mirrors on poles or cameras may be used to avoid a confined space entry
  2. Follow OSHA regulations for confined space entry if entering manhole
- iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

## STEP 2

Clean out Isolator Row using the JetVac process.

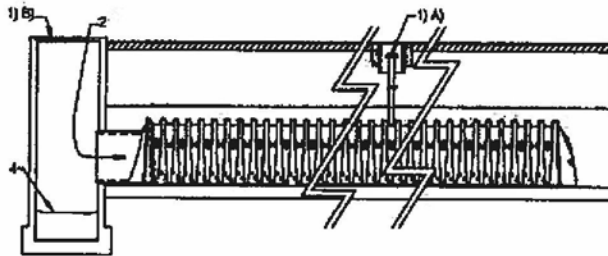
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable.
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

## STEP 3

Replace all caps, lids and covers, record observations and actions.

## STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



## SAMPLE MAINTENANCE LOG

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
2/16/11	4.3 ft	None		New Installation, Fixed point is C1 frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

## **STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE**

### **I. INSPECTION**

#### **A. Frequency**

- a. Inspect catch basins, inlets and manholes at least once per year.
- b. Inspect storm sewer end sections at least twice per year and after major rainfall events.

#### **B. Inspection**

##### **a. Catch Basins, Inlets and Manholes**

- i. Inspect for sediment deposition in the bottom of structures.
- ii. Check frames and lids for cracks and wear such as rocking lids or lids moved by traffic and for shifted frames.
- iii. Check chimneys for cracked mortar, cracked lift rings and spalling.
- iv. Check for leaks at joints.
- v. Check surrounding areas for pollutants such as leaks from dumpsters, minor spills and oil dumping.

##### **b. Storm Sewer End sections**

- i. Observe for obstructions, accumulation of sediment and trash, undermining and joint separation.
- ii. Inspect end treatment for settlement, scour and displaced armoring.

### **II. STANDARD MAINTENANCE**

#### **A. Catch Basins, Inlets and Manholes**

- a. Repair any deterioration threatening structural integrity immediately.
- b. Replace worn or cracked frames and lids. Frames that have shifted should be re-centered and re-set on the structure.
- c. Repair any spalled or cracked mortar. Cracked rings should be repaired or replaced.
- d. Repair leaking joints.
- e. Clean manhole and storm inlet inverts of deposited material. Catch basins should be cleaned before the sump is 40 percent full.
- f. Remove potential sources of contamination away from catch basins, inlets and manholes.

#### **B. Storm Sewer End sections**

- a. End sections should be free flowing; trash, debris and obstructions should be removed to prevent backups.
- b. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary.
- c. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
- d. Excessive material deposited at the storm sewer outfall is indicative of: a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

### III. NON-STANDARD MAINTENANCE

- A. Non-standard maintenance includes inspection, repair or replacement of buried structures.
  - a. Televising of buried structures (pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups.
  - b. Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work.

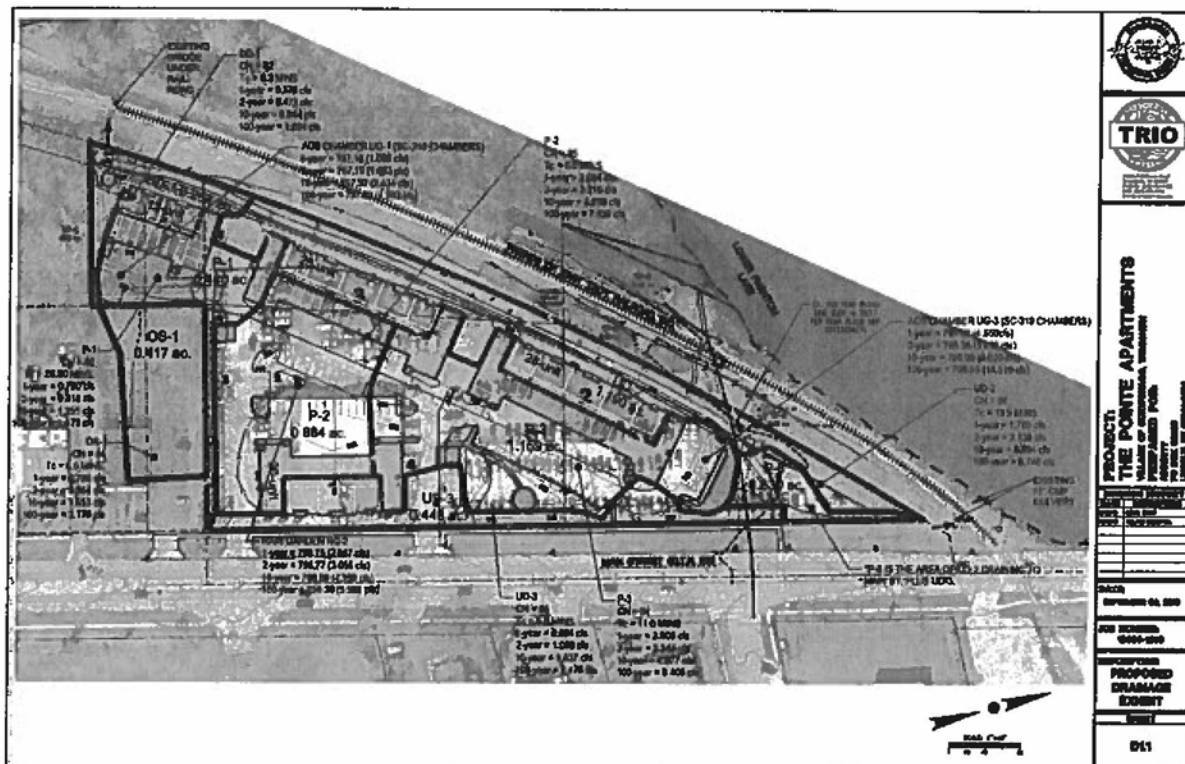
## Exhibit D Design Summary

The proposed development will include four (4) buildings containing twelve (12) to Twenty-eight (28) units for a total of 89 units, including associated driveways, parking lots, and sidewalks, and stormwater management facilities.

The proposed development has been intentionally designed with sensitivity to storm water drainage, recognizing that existing drainage patterns should be maintained while measures should be taken to improve drainage and alleviate or maintain proposed discharges to pre-development levels as described by chapter 34 of the Village of Mukwonago Municipal Code. Water quality has also been addressed to meet or exceed the Village of Mukwonago requirements for Total Suspended Solid (TSS) removal.

### Proposed Drainage Areas

The proposed project is divided in to seven (7) drainage areas, which include detained, un-detained, and offsite drainage areas. The following is a description of the proposed drainage areas; please refer to the drainage map for additional information:





### Drainage Summary

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed P-1		Subwatershed P-2	
	Pre-develop	Post-develop	Pre-develop	Post-develop
<b>Watershed areas (in acres)</b> <i>(see attached map)</i>	0.440 acres	0.440 acres	0.884 acres	0.884 acres
<b>Average Watershed Slopes (%)</b>	1.5%	3%	0.5-3%	2-5%
<b>Land Uses (% of each)</b> <i>(see attached map)</i>	25% Impervious 75% Open Space	90% Impervious 10% Open Space	100% Impervious	90% Impervious 10% Open Space
<b>Runoff Curve Numbers</b>	RCN = 82	RCN = 92	RCN = 87	RCN = 95
<b>Conveyance Systems Types</b>	Grass waterway	Storm Sewer	Paved waterway	Grass Swale & Storm Sewer
<b>Summary of Average Conveyance System Data</b>	1.5% Grade	0.45% Grade	1.75% Grade	2' deep grass swale @ 5% grade & Storm Sewer @ 0.28%
<b>Time of Concentration (T<sub>c</sub>)</b> <i>(see attached map &amp; worksheets)</i>	0.48 hrs.	0.44 hrs.	0.27 hrs.	0.10 hrs.
<b>25% of 2-yr 24-hr post dev runoff volume</b>	N/A	0.017 ac. ft.	N/A	0.037 ac. ft.
<b>1-year/24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	0.425 cfs	0.700 cfs.	1.705 cfs	2.804 cfs
<b>2-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	0.525 cfs	0.818 cfs	2.020 cfs	3.210 cfs
<b>10-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	0.921 cfs	1.255 cfs	3.205 cfs	4.699 cfs
<b>100-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	1.816 cfs	2.179 cfs	5.758 cfs	7.832 cfs

### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed P-3		Subwatershed UD-1	
	Pre-develop	Post-develop	Pre-develop	Post-develop
<b>Watershed areas (in acres)</b> <i>(see attached map)</i>	1.127 acres	1.127 acres	0.254 acres	0.254 acres
<b>Average Watershed Slopes (%)</b>	2%	3.5-5%	2-11%	10-18%
<b>Land Uses (% of each)</b> <i>(see attached map)</i>	100% Impervious	67% Impervious 33% Open Space	100% Open Space	50% Impervious 50% Open Space
<b>Runoff Curve Numbers</b>	RCN = 91	RCN = 94	RCN = 81	RCN = 82
<b>Conveyance Systems Types</b>	Grass waterway	Storm Sewer	Grass waterway	Grass waterway
<b>Summary of Average Conveyance System Data</b>	2% Grade	21" Storm Sewer @ 0.28%	6.5% Grade	14% Grade
<b>Time of Concentration (Tc)</b> <i>(see attached map &amp; worksheets)</i>	0.10 hrs.	0.19 hrs.	0.52 hrs.	0.14 hrs.
<b>25% of 2-yr 24-hr post dev runoff volume</b>	N/A	0.050 ac. ft.	N/A	0.006 ac. ft.
<b>1-year/24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	3.093 cfs	2.903 cfs	0.191 cfs	0.378 cfs
<b>2-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	3.615 cfs	3.347 cfs	0.241 cfs	.472 cfs
<b>10-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	5.549 cfs	4.977 cfs	0.444 cfs	0.844 cfs
<b>100-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	9.624 cfs	8.406 cfs	0.912 cfs	1.684 cfs

### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed UD-2		Subwatershed UD-3	
	Pre-develop	Post-develop	Pre-develop	Post-develop
<b>Watershed areas (in acres)</b> <i>(see attached map)</i>	1.190 acres	1.190 acres	0.480 acres	0.480 acres
<b>Average Watershed Slopes (%)</b>	3%	5-10%	1.1%	1-4.5%
<b>Land Uses (% of each)</b> <i>(see attached map)</i>	50% Impervious 50% Open Space	50% Impervious 50% Open Space	75% Impervious 25% Open Space	67% Impervious 33% Open Space
<b>Runoff Curve Numbers</b>	RCN = 91	RCN = 86	RCN = 92	RCN = 84
<b>Conveyance Systems Types</b>	Grass/Paved waterway	Grass/Paved waterway	Grass/Paved waterway	Grass/Paved waterway
<b>Summary of Average Conveyance System Data</b>	3% Grade	7.5% Grade	1.1% Grade	3% Grade
<b>Time of Concentration (T<sub>c</sub>)</b> <i>(see attached map &amp; worksheets)</i>	0.12 hrs.	0.225 hrs.	0.11 hrs.	0.10 hrs.
<b>25% of 2-yr/24-hr post dev runoff volume</b>	N/A	0.034 ac. ft.	N/A	0.012 ac. ft.
<b>1-year/24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	3.121 cfs	1.760 cfs	1.369 cfs	0.894 cfs
<b>2-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	3.657 cfs	2.138 cfs	1.586 cfs	1.089 cfs
<b>10-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	5.649 cfs	3.584 cfs	2.390 cfs	1.837 cfs
<b>100-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	9.858 cfs	6.746 cfs	4.084 cfs	3.476 cfs

### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed OS-1	
	Pre-develop	Post-develop
<b>Watershed areas (in acres)</b> <i>(see attached map)</i>	0.417 acres	0.417 acres
<b>Average Watershed Slopes (%)</b>	2%	2%
<b>Land Uses (% of each)</b> <i>(see attached map)</i>	50% Impervious 50% Open Space	50% Impervious 50% Open Space
<b>Runoff Curve Numbers</b>	RCN = 84	RCN = 84
<b>Conveyance Systems Types</b>	Grass/Paved waterway	Grass/Paved waterway
<b>Summary of Average Conveyance System Data</b>	2% Grade	2% Grade
<b>Time of Concentration (T<sub>c</sub>)</b> <i>(see attached map &amp; worksheets)</i>	0.10 hrs.	0.10 hrs.
<b>25% of 2-yr 24-hr post dev runoff volume</b>	N/A	0.010 ac. ft.
<b>1-year/24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	0.786 cfs	0.786 cfs
<b>2-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	0.964 cfs	0.964 cfs
<b>10-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	1.653 cfs	1.653 cfs
<b>100-yr./24 hour Peak Flow</b> <i>(see attached hydrographs)</i>	3.176 cfs	3.176 cfs

## **Descriptions & Summaries of Storm Water Practices**

The development utilizes storm sewer and controlled overflow routes to convey runoff from the site to the stormwater management facilities. Underground storage facilities are located on the north and south ends with a rain garden located in the middle of the site to provide 40% TSS removal pretreatment prior to discharging from the site. All stormwater facilities are located within the proposed lot owned by The Pointe Apartments, LLC. Access to all facilities is accommodated and provided via private drive aisle on-site.

### Underground Storage UG-1

This underground storage facility is located at the southwest corner of the property near building 4 and collects runoff from drainage area P-1 through proposed storm sewer. Characteristics of this underground chamber system are as follows:

Underground Storage UG-1	Design Data
<b>Site assessment data: (see attached maps)</b>	
Contributing drainage areas to basin (P-1 & OS-1)	0.857 acres
Distance to nearest private well (including off-site wells)	>100feet
Distance to municipal well (including off-site wells)	>1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	123-LF 12" HDPE Storm Sewer @1%
Any downstream roads or other structures? (describe)	N/A
Floodplain, shoreland or wetlands?	Yes, adjacent wetlands to the west
<b>Soil investigation data (see attached map &amp; soil logs):</b>	
Number of soil investigations completed	1 (in basin area)
Do elevations of test holes extend 3ft. below proposed bottom?	Yes (see SWMP)
Average soil texture at pond bottom elevation (USDA)	Silty Clay
Distance from pond bottom to bedrock	>12 feet
Distance from pond bottom to seasonal water table	12.8 feet B-6
<b>General basin design data (see attached detailed drawings):</b>	
Permanent pool surface area	N/A
Design permanent pool water surface elevation	N/A
Top of berm elevation (after settling) and width	N/A
Length/width (dimension/ratio) (Phase I)	48 ft. (L)x 19 ft. (W.) = 2.5:1
Safety shelf design (length, grade, max. depth)	N/A
Ave. water depth (minus safety shelf/sediment)	0 ft. in center
Sediment forebay size & depth	N/A
Sediment storage depth & design maintenance	See ADS plans and Recommended Maintenance.

<b>Underground Storage UG-1 Inflow, Outflow &amp; Storage Data</b> (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures *
1.218 cfs (Post 1-yr./24hr. peak)	1.099 cfs	797.16 ft.	0.018 acre-feet	#1, #2, & #3
1.467 cfs (Post 2-yr./24 hr. peak)	1.483 cfs	797.19 ft.	0.018 acre-feet	#1, #2, & #3
2.415 cfs (Post 10-yr./24 hr. peak)	2.434 cfs	797.27 ft.	0.019 acre-feet	#1, #2, & #3
4.505 cfs (Post 100-yr/24 hr. peak)	4.283 cfs	797.53 ft.	0.022 acre-feet	#1, #2, & #3

\* #1 = 123-LF 12" outlet pipe @ 0.49%, inv=795.50  
 #2 = 2" orifice, inv=795.50  
 #3 = 5' riser, rim elv.=797.00

### Rain Garden RG-2

This rain garden is in the center area of the property between buildings 1 & 3 and collects runoff directly from drainage areas P-2. Characteristics of this rain garden are as follows:

Rain Garden RG-2	Design Data
<b>Site assessment data: (see attached maps)</b>	
Contributing drainage area to basin (P-2)	0.884 acres
Distance to nearest private well (including off-site wells)	>100feet
Distance to municipal well (including off-site wells)	>1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 5%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	2' Dia. Outlet Control Structure
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	Yes, wetlands to the north and Phantom Lake Shoreline downstream
<b>Soil investigation data (see attached map &amp; soil logs):</b>	
Number of soil investigations completed	3 (areas surrounding the proposed rain garden)
Do elevations of test holes extend 3ft. below proposed bottom?	Yes (see SWMP)
Average soil texture at pond bottom elevation (USDA)	Silty Clay
Distance from pond bottom to bedrock	>19 feet
Distance from pond bottom to seasonal water table	No Water Found in soil borings B-3, 4, or 5
<b>General basin design data (see attached detailed drawings):</b>	
Permanent pool surface area	N/A
Design permanent pool water surface elevation	N/A
Top of berm elevation (after settling) and width	elev. 799.50
Length/width (dimension/ratio)	110 ft. (L) x 32 ft. (W.) = 3.4:1
Safety shelf design (length, grade, max. depth)	N/A
Ave. water depth (minus safety shelf/sediment)	0 ft. in center
Sediment forebay size & depth	N/A
Sediment storage depth & design maintenance	yearly maintenance schedule

<b>Rain Garden RG-2 Inflow, Outflow &amp; Storage Data</b> (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures *
2.804 cfs (Post 1-yr./24hr. peak)	2.667 cfs	798.75 ft.	0.035 acre-feet	#1, #2, & #3
3.210 cfs (Post 2-yr./24 hr. peak)	3.056 cfs	798.77 ft.	0.036 acre-feet	#1, #2, & #3
4.699 cfs (Post 10-yr./24 hr. peak)	4.399 cfs	798.88 ft.	0.039 acre-feet	#1, #2, & #3
7.832 cfs (Post 100-yr/24 hr. peak)	5.358 cfs	799.36 ft.	0.057 acre-feet	#1, #2, & #3

- \* #1 = 88.6-LF 12" outlet pipe @ 0.5%, inv.=796.00  
 #2 = 2" orifice in outlet control structure, inv.=797.50  
 #3 = 2' Dia. Outlet control structure, rim elev.=798.50

### Underground Storage UG-3

This underground storage facility is located toward the north end of the property, just north of building 2, and collects runoff from drainage area P-3 and discharge from Rain Garden RG-2. Characteristics of this basin are as follows:

Underground Storage UG-3	Design Data
<b>Site assessment data: (see attached maps)</b>	
Contributing drainage area to basin (P-3 & RG-2)	2.048 acres
Distance to nearest private well (including off-site wells)	>100feet
Distance to municipal well (including off-site wells)	>1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3.5%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	48-LF 24" HDPE Storm Sewer
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	Yes, wetlands to the west and Phantom Lake Shoreline to the north
<b>Soil investigation data (see attached map &amp; soil logs):</b>	
Number of soil investigations completed	2 (north and south of facility)
Do elevations of test holes extend 3ft. below proposed bottom?	Yes (see SWMP)
Average soil texture at pond bottom elevation (USDA)	Silty Clay
Distance from pond bottom to bedrock	>22 feet
Distance from pond bottom to seasonal water table	No water observed in borings B-1 or B-2
<b>General basin design data (see attached detailed drawings):</b>	
Permanent pool surface area	N/A
Design permanent pool water surface elevation	N/A
Top of berm elevation (after settling) and width	N/A
Length/width (dimension/ratio)	64 ft. (L)x 26 ft. (W.) = 2.5:1
Safety shelf design (length, grade, max. depth)	N/A
Ave. water depth (minus safety shelf/sediment)	N/A
Sediment forebay size & depth	N/A
Sediment storage depth & design maintenance	See ADS plans and Recommended Maintenance.

<b>Underground Storage UG-3 Inflow, Outflow &amp; Storage Data</b> (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev.	Outflow Control Structures *
5.431 cfs (Post 1-yr./24hr. peak)	4.550 cfs	795.22 ft.	0.042 acre-feet	#1, #2, & #3
6.247 cfs (Post 2-yr./24 hr. peak)	5.430 cfs	795.36 ft.	0.045 acre-feet	#1, #2, & #3
9.163 cfs (Post 10-yr./24 hr. peak)	8.041 cfs	795.99 ft.	0.056 acre-feet	#1, #2, & #3
13.760 cfs (Post 100-yr./24 hr. peak)	14.510 cfs	796.98 ft.	0.064 acre-feet	#1, #2, & #3

- \* #1 = 12-inch orifice in proposed outlet structure - flow line elev. @ 793.90  
 #2 = 5' riser - rim elev. @ 794.90  
 #3 = 47.8-LF 24" outlet pipe @ 0.42%, inv. = 793.90



## Total Site Release Rates

The table below summarizes the storm water release rates associated with the overall development. Per the Village of Mukwonago Storm Water Ordinance standards previously listed, the Allowable Release Rate is defined as;

TOTAL SITE DISCHARGE			
STORM EVENT	EXISTING	PROPOSED	ALLOWABLE
1-YR	10.17 CFS	8.409 CFS	10.17 CFS
2-YR	11.98 CFS	10.540 CFS	11.98 CFS
10-YR	18.74 CFS	17.25 CFS	18.74 CFS
100-YR	33.23 CFS	30.86 CFS	33.23 CFS

## Site Water Quality Summary

Outfall Output Summary						
	Runoff Volume (cu. ft.)	Percent Runoff Reduction	Runoff Coefficient (Rv)	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of All Land Uses without Controls	190392		0.45	92.58	1100	
Outfall Total with Controls	140115	26.41 %	0.33	75.04	656.4	40.33 %
Current File Output: Annualized Total After Outfall Controls	140500		Years in Model Run: 1.00		658.2	

Pollutant	Concentration - No Controls	Concentration - With Controls	Concentration Units	Pollutant Yield - No Controls	Pollutant Yield - With Controls	Pollutant Yield Units	Percent Yield Reduction
Particulate Solids	92.58	75.04	mg/L	1100	656.4	lbs	40.33 %
Particulate Phosphorus	0.2070	0.1708	mg/L	2.460	1.494	lbs	39.27 %
Filterable Phosphorus	0.04994	0.04750	mg/L	0.5935	0.4154	lbs	30.01 %
Total Phosphorus	0.2569	0.2183	mg/L	3.054	1.910	lbs	37.47 %

Print Output Summary to .csv File	
Print Output Summary to Text File	
Print Output Summary to Printer	

Total Area Modeled (ac)	3.625
-------------------------	-------

Receiving Water Impacts Due To Stormwater Runoff (CWP Impervious Cover Model)		
	Calculated Rv	Approximate Urban Stream Classification
Without Controls	0.45	Poor
With Controls	0.33	Poor

Perform Outfall Flow Duration Curve Calculations	
--	--

Total Control Practice Costs	
Capital Cost	N/A
Land Cost	N/A
Annual Maintenance Cost	N/A
Present Value of All Costs	N/A
Annualized Value of All Costs	N/A

10/01/2019

**EXHIBIT D**  
**PROPOSED CSM SHOWING THE LOCATION OF THE MULTI-PURPOSE TRAIL**

# CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

N. LINE OF THE NE 1/4 SECTION 35-5-18  
(N89°35'49"E 2178.55)

(P.O.C.) N.W. CORNER OF THE NE 1/4, SEC. 35-5-18  
CONC. MON. W/ BRASS CAP  
WISCONSIN STATE PLANE COORD. SYSTEM-SOUTH ZONE  
N 316,856.12, E 2,446,266.39

N89°35'49"E 1013.82  
MEANDER CORNER NE CORNER OF THE NE 1/4, SEC. 35-5-18  
CONC. MON. W/ BRASS CAP  
WISCONSIN STATE PLANE COORD. SYSTEM-SOUTH ZONE  
N 316,871.44, E 2,448,444.76

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM (MAD 1927 DATUM) - SOUTH ZONE, IN WHICH THE NORTH LINE OF THE N.E. 1/4 OF SECTION 35-5-18, IS TAKEN TO BEAR NORTH 89°35'49" EAST.

## OVERALL DETAIL SHEET



**LOT 2**  
2,454 S.F.  
0.563 Ac.

WHISPERING BAY CONDOMINIUM PHASE 1

WHISPERING BAY CONDOMINIUM PHASE 2

LOWER PHANTOM LAKE

RAILROAD INC.  
(100' WIDE R.O.W.)

MAIN STREET (C.T.H. ES)  
(R.O.W. WIDTH VARIES)

FRIENDS OF EAST TROY  
(100' WIDE R.O.W.)

**LOT 1**  
180,575 S.F.  
4.3750 Ac.

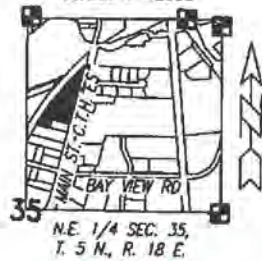
PARCEL B  
CSM 6450

PARCEL A  
CSM 1801

**PREPARED BY:**  
TRIO ENGINEERING, LLC  
4100 N. CALHOUN ROAD,  
SUITE 300  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480  
FAX: 262-790-1481

**OWNER:**  
THE POINTE APARTMENTS, LLC  
W3468 COUNTY ROAD J  
EAST TROY, WI 53120  
PHONE: 262-912-7080

**LOCATION MAP**  
SCALE: 1"=2000'



- LEGEND:**
- - INDICATES Section Corner (See Plan for Details)
  - - INDICATES "Found" 0.75" iron rod
  - - INDICATES "Found" 1" iron pipe, unless noted otherwise.

### CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	4005.88	14°38'20"	1023.48	1020.70	N38°55'37"E	S46°14'47"W	S31°36'27"W
C2	4105.88	2°45'45"	197.97	197.95	S40°23'56"W	S41°46'49"W	S39°01'04"W



DRAFTED THIS 15TH DAY OF OCTOBER, 2019  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01  
SHEET 1 OF 7

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

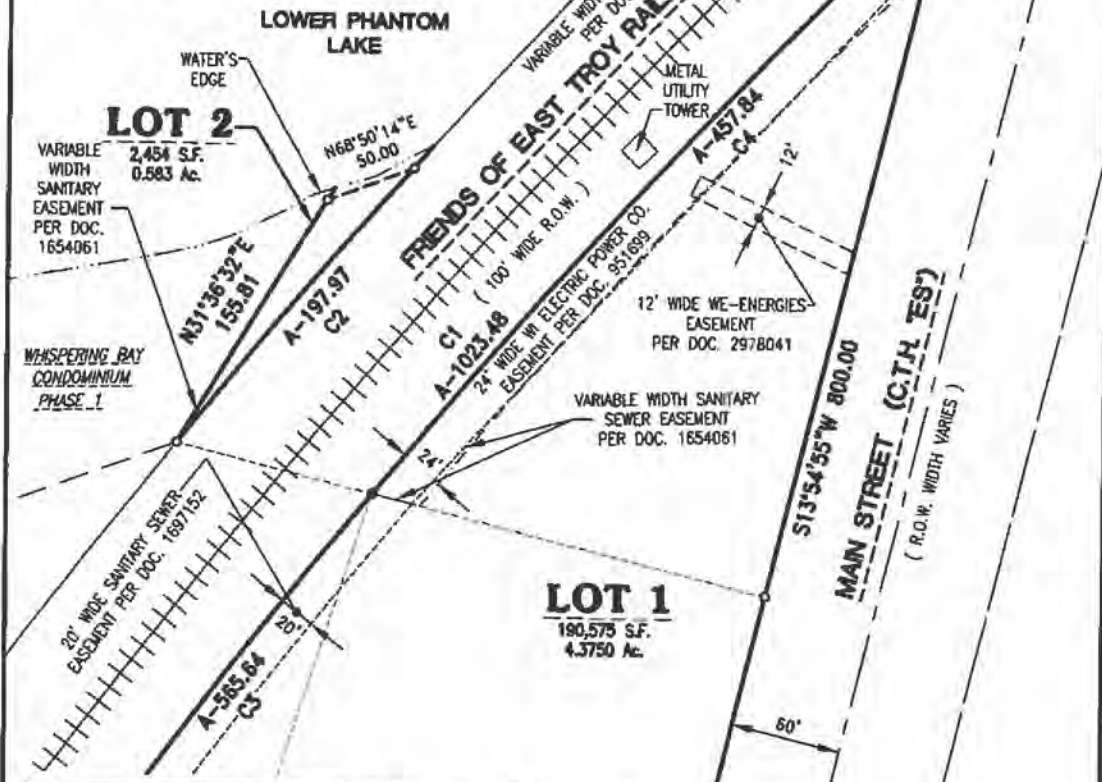
BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

## EXISTING EASEMENT DETAIL SHEET

**LEGEND:**

- - INDICATES "Found" 0.75" Iron Rod
- - INDICATES "Found" 1" Iron Pipe, unless noted otherwise.

- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- THE ADDRESS OF THE SUBJECT PARCEL IS 915 MAIN ST. MUKWONAGO, WI 53149.

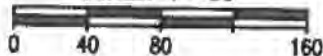


**CURVE TABLE:**

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C3	4005.88	8°05'25"	565.64	565.17	N35°39'10"E	S39°41'52"W	S31°36'27"W
C4	4005.88	6°32'55"	457.84	457.59	N42°58'20"E	S46°14'47"W	S39°41'52"W



SCALE: 1"=80'

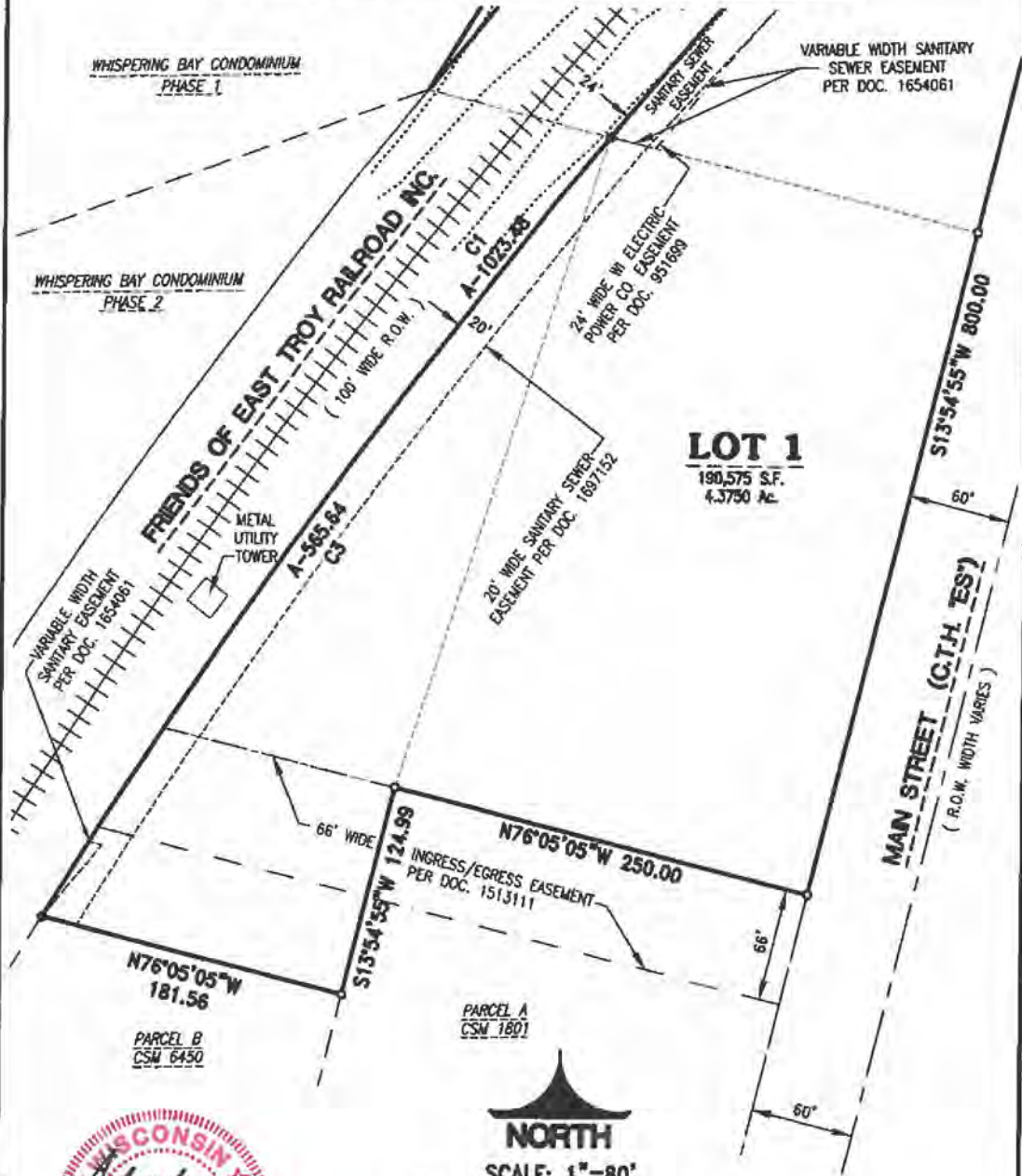


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# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTH-EAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

## EXISTING EASEMENT DETAIL SHEET



**LEGEND:**  
○ - INDICATES "Found" 0.75" iron rod  
● - INDICATES "Found" 1" iron pipe, unless noted otherwise.

19-006-015.dwg (10/15/2019) 10:59:01 AM

DRAFTED THIS 15TH DAY OF OCTOBER, 2019  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

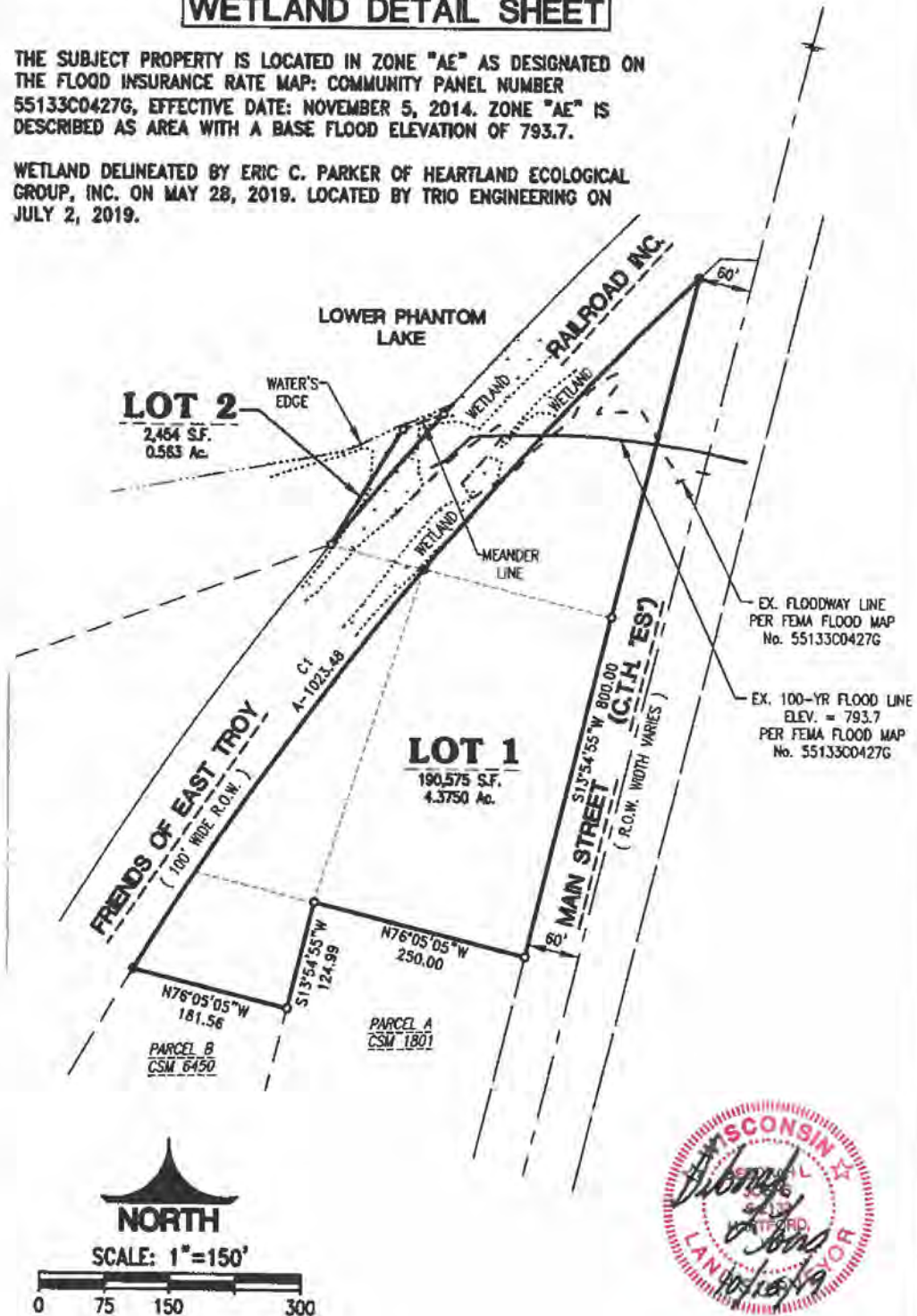
JOB NO. 19-006-1059-01  
SHEET 3 OF 7

# CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

## WETLAND DETAIL SHEET

- THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER 55133C0427G, EFFECTIVE DATE: NOVEMBER 5, 2014. ZONE "AE" IS DESCRIBED AS AREA WITH A BASE FLOOD ELEVATION OF 793.7.
- WETLAND DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON MAY 28, 2019. LOCATED BY TRIO ENGINEERING ON JULY 2, 2019.



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DRAFTED THIS 15TH DAY OF OCTOBER, 2019  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01  
SHEET 4 OF 7

**CERTIFIED SURVEY MAP NO.**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

STATE OF WISCONSIN )  
  )ss  
COUNTY OF WAUKESHA)

I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described;

Thence South 13°54'55" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 250.00 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

Said Parcel contains 193,029 Square Feet (or 4.4313 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of the THE POINTE APARTMENTS, LLC, owners of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago in surveying, dividing and mapping the same.

Dated this 15<sup>th</sup> day of October, 20 19



Deborah L. Joers  
Deborah L. Joers, P.L.S.  
Professional Land Surveyor, S-2132  
TRIO ENGINEERING, LLC  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 15th Day of October 2019

Job. No. 19-006-1059-01

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

SHEET 5 OF 7

**CERTIFIED SURVEY MAP NO.**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE OF DEDICATION:**

THE POINTE APARTMENTS, LLC, as owner, do hereby certify that it caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

THE POINTE APARTMENTS, LLC

Michael Erkamaa, Representative

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF )

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, the above named, Michael Erkamaa, Representative, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of The Pointe Apartments, LLC.

Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires: \_\_\_\_\_

**CONSENT OF CORPORATE MORTGAGEE:**

CITIZEN BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and does hereby consent to the above certificate of THE POINTE APARTMENTS, LLC, owner, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Brett Engelking, Vice President

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, Brett Engelking, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires: \_\_\_\_\_



Drafted this 15th Day of October 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 19-006-1059-01

SHEET 6 OF 7




**CERTIFIED SURVEY MAP NO.**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

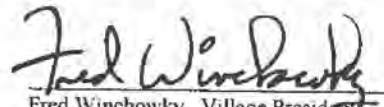
**PLAN COMMISSION APPROVAL:**

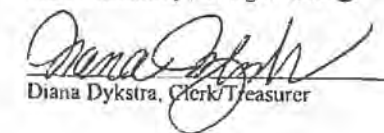
Approved by the Planning Commission of the Village of Mukwonago on this 10 day of Sept  
20 19.

  
Fred Winchowky, Chairman

**VILLAGE BOARD APPROVAL CERTIFICATE:**

Approved by the Village Board of the Village of Mukwonago on this 16 day of October  
20 19.

  
Fred Winchowky, Village President

  
Diana Dykstra, Clerk/Treasurer



Drafted this 15th Day of October 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

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Job. No. 19-006-1059-01

SHEET 7 OF 7

10/01/2019

**EXHIBIT E**  
**VILLAGE OF MUKWONAGO INSURANCE REQUIREMENTS**

## **Village of Mukwonago Liability Insurance Minimum Limits**

- A. Commercial & General Liability** – Coverage at least as broad as the insurance services offices commercial general liability form, including coverage for products liability, completed operations, contractual liability and explosion, collapse and underground coverage and shall have the following limits in coverage.
1. Each occurrence limit – One Million Dollars (\$1,000,000).
  2. Personal and advertising insurance limit – One Million Dollars (\$1,000,000).
  3. General aggregate limit per project – Two Million Dollars (\$2,000,000).
  4. Products completed operations aggregate - Two Million Dollars (\$2,000,000).
  5. Fire damage limit, any one fire – Fifty Thousand Dollars (\$50,000).
  6. Medical expense limit per person – Five Thousand Dollars (\$5,000).
  7. Products completed operations coverage must be carried for two (2) years after acceptance of the completed work.
  8. The Village of Mukwonago, as well its consultants, architects, engineers, contractors and subcontractors will be added as named insureds to the policy.
- B. Automobile Liability** – Coverage at least as broad as the insurance services office business automobile form with limits of One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation** – As required by the State of Wisconsin, an employer’s liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements.
- D. Umbrella Liability** – Providing coverage at least as broad as the underlying commercial general liability, watercraft liability, if required, automobile liability and employer’s liability with a minimum limit of Two Million Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate and a maximum self insured retention of Ten Thousand Dollars (\$10,000).

**E. Property Insurance Coverage**

1. The property insurance amount must be at least equal to the bid amount plus or minus any change orders. It also must include the value of engineering or architect fees related to the property.
2. Covered property will include property on the project worksites, property in transit and property stored off the project work sites.
3. All coverage will be on a replacement cost basis.
4. The Village of Mukwonago, as well its consultants, architects, engineers, contractors and subcontractors will be added as named insureds to the policy.
5. Coverage must be written on a special perils or risk perils basis.
6. Coverage must include coverage for water damages including but not limited to, flood, surface water, hydrostatic pressure and earth movement.
7. Coverage must be included for testing and startup.
8. If exposure exists, coverage must include boiler and machinery coverage.
9. Coverage must include coverage for engineers and architects fees.
10. Policy must allow partial utilization by the owner.
11. Coverage must include a waiver of subrogation against any named insureds or additional insureds.
12. Contractor will be responsible for all deductibles and co-insurance penalties.

**F. Insurance Requirements for Subcontractors** – All subcontractors shall be required to obtain commercial general liability insurance, automobile liability, workers compensation and employers liability. This insurance shall be as broad and with the same limits as those required per the contractor’s requirements, excluding umbrella liability contained in Section 1 above.

**G. Subcontractor's Coverage** – The following must be named as additional insureds on all liability policies for liability arising out of the project work: The Village of Mukwonago and its officers, council members, agents, employees and authorized volunteers. On the commercial general liability policy, the additional insured coverage must also include products – completed operations equivalent to ISO Form CG2037 for a minimum of two (2) years after acceptance of this work. This does not apply to workers compensation policies. Certificates of insurance acceptable to the Village of Mukwonago shall be submitted prior to commencement of the work to the applicable department. The Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed unless and until at least 30 days prior written notice has been given to the Village.

10/01/2019

**EXHIBIT F**

**PLANS FOR THE MULTI-PURPOSE TRAIL**



**PROJECT:** THE PONTE APARTMENTS  
**VILLAGE OF MARKWONAGO, WISCONSIN**  
**PREPARED FOR:** ASSURIT  
 P.O. BOX 8233  
 LINCOLN, NE 68507-2533

DATE	REVISION HISTORY
	Final Design
	Final Design
	Final Design
	Final Design
	Final Design
	Final Design
	Final Design
	Final Design
	Final Design
	Final Design

**DATE:** OCTOBER 01, 2019

**JOB NUMBER:** 19006-0059

**DESCRIPTION:** PROPOSED SITE PLAN

**SHEET**

**C1.1**

**DEVELOPMENT SUMMARY**

**Total Area:** 193,015 sq ft (4.43 acres)  
 Area East of Railroad = 130,561 sq ft (3.00 acres)  
 Area West of Railroad = 62,454 sq ft (1.43 acres)

**Current Zoning:** B-2 General Business District  
 - Min Greenhouse Perimeter = 10'  
 - Min Setbacks: Street & Side = 10'  
 - Rear = 30'  
 - Exclusive drive aisle, applied to building and parking

**Proposed Development:** Multi-Family Residential

**Proposed Units:** 86 units  
**Density:** 19.86 units/acre

**Lot Coverage:**  
 Building Coverage: 1.14 ac (25.73%)  
 Pavement: 1.73 ac (39.0%)  
 Concrete: 0.13 ac (3.4%)  
 Total Impervious Area: 3.02 ac (68.17%)

**Wetland Area:** 0.086 ac (1.9%)  
**Total Open Space Area:** 1.41 ac (31.8%)

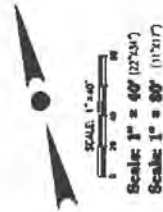
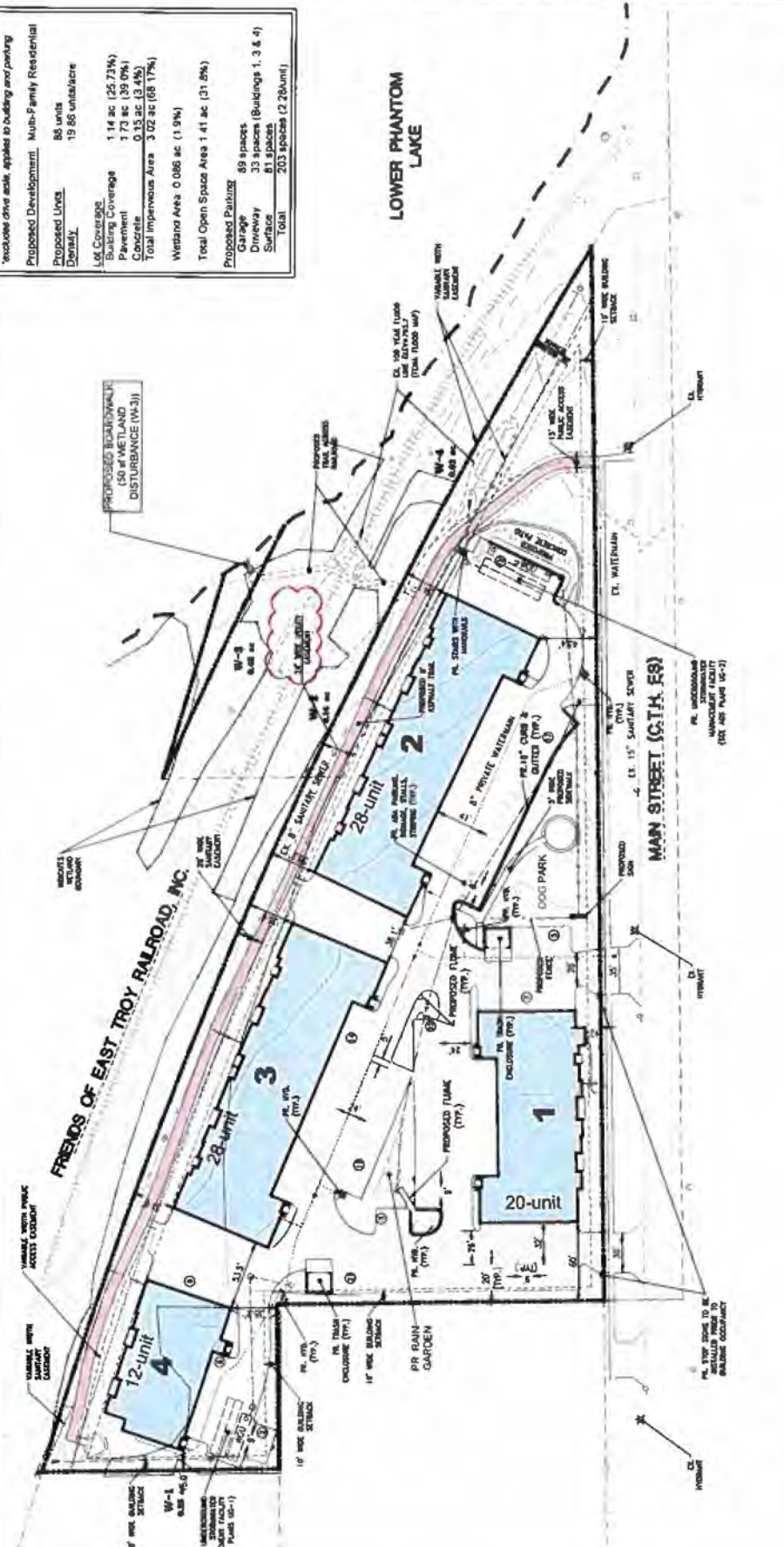
**Proposed Parking:**  
 Garage: 89 spaces  
 Driveway: 33 spaces (Buildings 1, 3 & 4)  
 Surface: 81 spaces  
 Total: 203 spaces (2.28 units)

**100-YR FLOODPLAIN**  
 THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AS DEPICTED ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 501300420D, EFFECTIVE DATE NOVEMBER 3, 2015. THE FLOOD ELEVATION IS AS SHOWN WITH A BASE FLOOD ELEVATION OF 751.7.

CONTRACTOR IS ADVISED TO CONTACT ASSURIT WITHIN 10 DAYS TO REVIEW LOCATION OF UNDERGROUND UTILITY PRIOR TO THE START OF CONSTRUCTION. ALL UTILITY LOCATIONS SHALL BE SHOWN ON THE PLAN. CALL ASSURIT AT 800-858-8833 FOR MORE INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

**PROPERTY ADDRESS**  
 THE ADDRESS OF THE SUBJECT PARCEL IS 815 MAIN ST., MARKWONAGO, WI 53149.

**FRIENDS OF EAST TROY RAILROAD, INC.**



PENGAD 800-881-6588

**EXHIBIT**

**F**



**PROJECT:**  
**THE PONTE APARTMENTS**  
 VILLAGE OF WASHINGTON, WISCONSIN  
 PREPARED FOR:  
 ASSURANT  
 PO BOX 82888  
 LINCOLN, NE 68501-2588

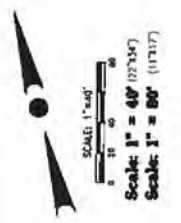
REVISION HISTORY	DATE	DESCRIPTION

**DATE:**  
 OCTOBER 04, 2019

**JOB NUMBER:**  
 19008-1009

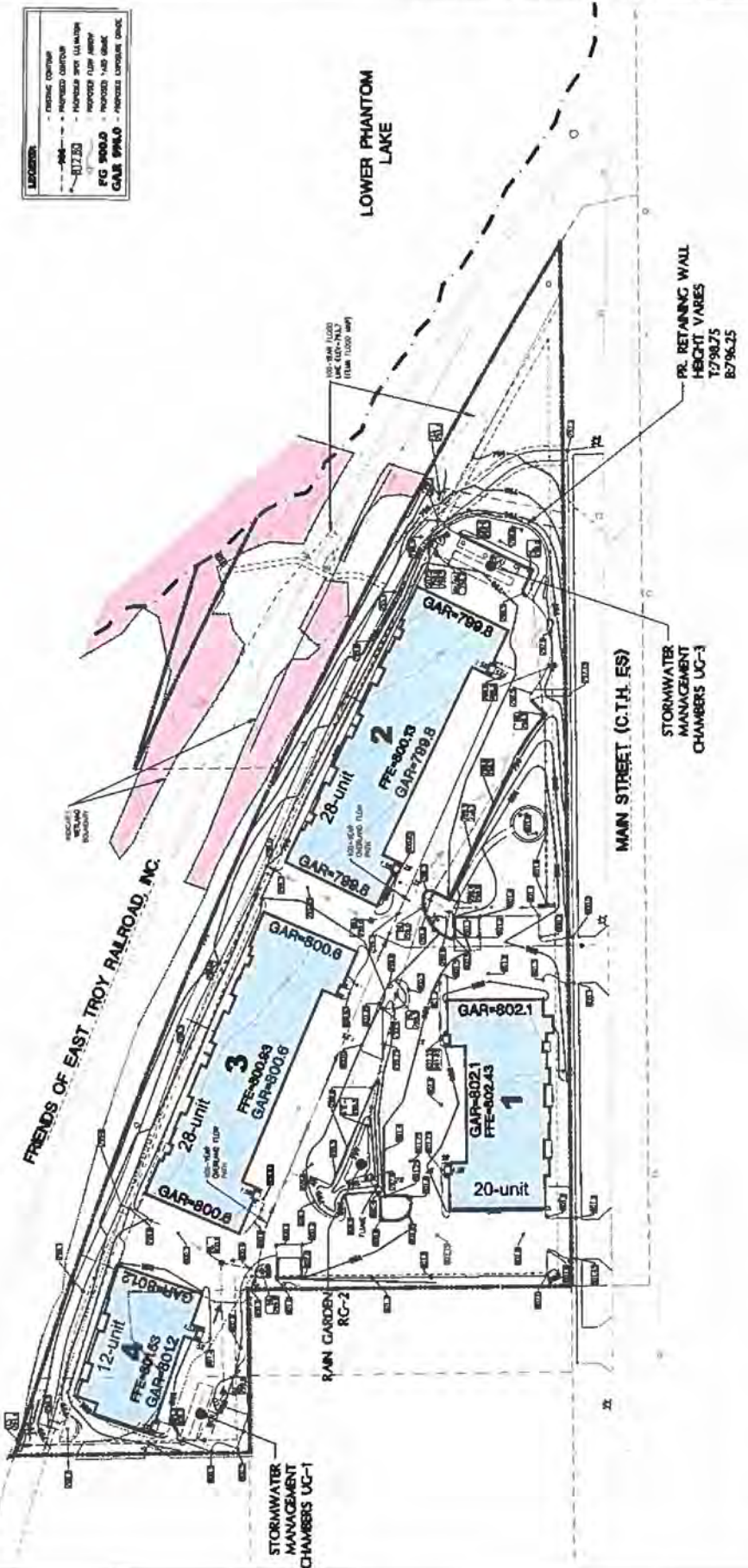
**DESCRIPTION:**  
 PROPOSED  
 GRADING PLAN

**SHEET**  
**C2.0**



**LEGEND:**

- EXISTING ELEVATION
- PROPOSED GRADING
- PROPOSED CURB
- PROPOSED SIDE WALK
- PROPOSED DRIVE DRIVE
- PROPOSED SIDE DRIVE
- PROPOSED SIDE DRIVE
- PROPOSED SIDE DRIVE



CONTRACTOR IS ADVISED BY 2019-11-15 10:00 AM THAT THE STATE OF WISCONSIN HAS A NEW LAW THAT CHANGES THE WAY CONTRACTORS MUST REPORT TO THE STATE OF WISCONSIN. CONTRACTORS MUST NOW REPORT TO THE STATE OF WISCONSIN THROUGH THE ONLINE PORTAL. CONTRACTORS MUST CALL 800-442-9333 FOR MORE INFORMATION. CONTRACTORS MUST REPORT TO THE STATE OF WISCONSIN THROUGH THE ONLINE PORTAL. CONTRACTORS MUST CALL 800-442-9333 FOR MORE INFORMATION.



**PROJECT:**  
**VILLAGE OF MKWONAGO, WISCONSIN**  
**PREPARED FOR:**  
**THE PONTIC APARTMENTS**  
**ASBESTY**  
**PO BOX 28393**  
**LINCOLN, NE 68507-2839**

REVISION HISTORY	
DATE	DESCRIPTION

<b>DATE:</b>	OCTOBER 01, 2019
<b>JOB NUMBER:</b>	18006-1000
<b>DESCRIPTION:</b>	CONSTRUCTION NOTES & DETAILS
<b>CONSTRUCTION NOTES &amp; DETAILS:</b>	
<b>SHEET:</b>	C4.1

