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VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD, GERMANTOWN, WI 53022

MEETING:	**PLAN COMMISSION**
DATE AND TIME:	**MONDAY, January 10, 2022 6:30 p.m.**
LOCATION:	**Germantown Village Hall Board Room, N112 W17001 Mequon Road**

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting # 2556 128 2535 Password: JCgp4tQmr63 which can be accessed by phone at 408-418-9388 or by logging on https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mf543fcaac0e2aad0e5838e549bff7e87 Citizens not wishing to attend the meeting personally or virtually may submit written comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

I. **CALL TO ORDER** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.

II. **ROLL CALL**

III. **PUBLIC INPUT/PUBLIC APPEARANCE** Please be advised per §19.84(2) that information will be received from the public, however, no action will be taken at this time.

IV. **APPROVAL OF MINUTES** December 13, 2021

V. A. Odyssey Hotel Group, LLC, Agent and Property Owner of Holiday Inn Express - W177 N9675 Riversbend Lane. Amendment to the Nevaiser Planned Development District (PDD) General Development Plan and Conditions & Restrictions Resolution (Res. No. 19-16); and Site Plan Review for a 26-room Hotel Expansion and Renovation. **[PUBLIC HEARING & ACTION]**

B. Ryan Rahl, Agent for Apex Hotel Investments, LLC, Property Owner of Country Inn & Suites - W188 N11020 Maple Road and Willow View Investments, LLC, Property Owner of the Florian – N111 W18611 Mequon Road. Certified Survey Map (CSM) to reconfigure existing parcel boundaries. **[ACTION]**

C. Innovative Signs, Agent for Goldendale Road II, LLC, Property Owner – W204 N13035 and W204 N13055 Goldendale Road. Sign Review Application **[ACTION]**

D. Robert & Rhonda Hoeft, Property Owners of W199 N11525 Rosewood Avenue and Lot 7 Oakview Avenue in Woodland Manor Subdivision. Certified Survey Map (CSM) to modify lot lines. **[ACTION]**

E. Steve Schulz, Agent for Gehl Foods, LLC and AGNL Dairy, LLC, Property Owner – N116 W15970 Main Street. Sign Review Application **[ACTION]**

VI. **ANNOUNCEMENTS**

VII. **ADJOURNMENT**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting. Notice is given that a majority of the Village Board may attend this meeting to gather information about an item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

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PLAN COMMISSION MINUTES
December 13, 2021

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:30 pm.

ROLL CALL: Chairman Dean Wolter, Trustee Representative David Baum, Commissioners Matt Kimmler, Peter Nilles, Bill Shadid, Bob Williams and Tony Laszewski were in attendance. Also present were Community Development Director Jeff Retzlaff, Associate Planner Emily Zandt and Planning Assistant Lori Johnson.

PUBLIC INPUT:
None

APPROVAL OF MINUTES:
MOTION Baum second Nilles to Approve the Minutes from November 8, 2021 and November 29, 2021.
MOTION carried unanimously.

Commissioner Kimmler arrived 6:33 pm.

Odyssey Hotel Group, property owner of Holiday Inn Express - W177 N9675 Riversbend Lane.
Amendment to: (1) the Nevaiser Planned Development District (PDD) Resolution #19-16 to amend the General Development Plan; and (2) the Riversbend Planned Development District (PDD) Resolution #18-16 to amend the General Development Plan and Site Plan Review for exterior building renovations. Director Retzlaff summarized the proposal and stated that the owner requested action be Tabled until January 10, 2022. The public hearing proceeded because it was noticed.

Public Hearing opened 6:47 pm.

- Chairman Wolter read into the record: Wally Watson, W178 N9743 Riversbend Cir W, Jerry & Carol Kommer, W178 N9745 Riversbend Cir W and Robert & Sue Ehmke, W178 N9730 Riversbend Cir W - Concerned with use of present parking lot including car headlights, unwanted intrusion, partying, bon fires, fishing on former golf course property. A berm is wanted to protect them from some the issues.
- Wally Watson, W178 N9743 Riversbend Cir W - said the berm along his property line is not very good and asked for a berm along the parking lot running east to west.
- Richard Akeson, N98 W18030 Brambelwood Ct, Vice President of the Riversbend HOA - Asked for remediation of the car head light issue and the solution Mr. Watson proposed or an opaque fence along the back of the parking lot would be an acceptable solution.

Commissioner Laszewski asked how many instances of bon fires and trespassing there were. Mr. Watson stated 50 to 100 instances. Chairman Wolter explained the Police Department should be notified each time there is a trespassing incident so it creates a record and can be used as consideration for other changes.

Public Hearing closed 7:04 pm.

MOTION Baum second Shadid to Table until the January 10, 2022 Plan Commission meeting.
MOTION carried unanimously.

Trustee Baum asked that the Police Department be contacted to see what records they have.

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Village of Germantown Floodplain Zoning Ordinance - Amendment to Section 23 of the Germantown Municipal Code and includes the adoption of revised Flood Insurance Rate Maps(FIRM's) and revised Flood Insurance Study (FIS). Associate Planner Zandt summarized the Ordinance. She said adopting the Ordinance will ensure the Village is in compliance with the national flood insurance program. Commissioner Nilles asked if there was a summary of the changes that were made. Planner Zandt stated nothing specifically was given to the Village but referred to the staff report outlining language that was added related to the non-conforming uses section and clarification of additional definitions, but nothing too substantial. Director Retzlaff added that we don't have a detailed summary of how much land was in floodplain before the revisions versus now, but encouraged Commissioners to view the maps on line. He said there is not much choice here and that the revised maps provide more accurate information.

Public Hearing opened 7:22 pm.
Public Hearing closed 7:24 pm.

MOTION Baum second Nilles to Approve the proposed Floodplain Zoning Code amendment as drafted which includes by reference the revised Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM's) having an effective date of February 25, 2022.

MOTION carried unanimously.

TR Capital, LLC, Agent and Property Owner of W219 N11588 Appleton Avenue. Site Plan Review for re-development of a 3.65-acre commercial self-storage facility. This item was before the Plan Commission at their November 8, 2021 meeting but was postponed to allow revisions to be brought for review by the Plan Commission. Associate Planner Zandt summarized the revised proposal.

MOTION Baum second Kimmler to Approve the Site development and building plans submitted by TR Capital for the proposed commercial storage facilities at W219 N11588 Appleton Avenue subject to the following conditions:

1. ***This approval is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the following plans unless said plan sheets are revised pursuant to revisions required under the specific conditions of approval included by the Plan Commission:***
    a. ***Architectural plan set dated September 3 and November 18, 2021***
    b. ***Civil Engineering plan dated December 1, 2021***
    c. ***Landscaping plan dated December 1, 2021***
    d. ***Lighting Plans dated December 1, 2021***
2. ***An updated landscape plan addressing the comment by the Village Forester shall be submitted to Planning and Zoning staff prior to occupancy.***
3. ***Privacy slats shall be required on the north, east and south fencing surrounding the parking area.***
4. ***All technical issues and plan corrections identified by the Village Engineer and Public Works Department staff (see December 8, 2021 memo from the Public Works Director) shall be addressed and reflected in revised plans and/or supplemental information reviewed and approved by Village staff prior to issuance of a grading permit.***
5. ***The submitted stormwater management plan shall be approved by the Department of***

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Public Works/Engineering prior to commencing work onsite.

6. ***All landscaping, screening, grading, and paving improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.***
7. ***State agency (DSPS) approved plans and a $20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt and the Village of Germantown.***
8. ***All proposed exterior signage, including monument and wall-mounted signs, shall be reviewed and approved under a separate application by the Plan Commission.***

Chairman Wolter said he appreciates what TR Capital is doing to the site and the investment in time and cost to bring it to a more pleasant area and services provided. Commissioner Kimmler suggested using Juniper of some sort instead of arborvitaes because of all the deer in the area.

MOTION carried unanimously.

Robert Zignego - Lot 38 Harvest Hills Subdivision & Mike & Pamela Madrzak - N116 W13444 Elm Lane. The property owners are seeking approval of a 3-lot Certified Survey Map, Rezoning from Rs-3 single family residential to Rs-1 single family residential and Rs-2 single family residential and a Conditional Use Permit to allow development within the required 25' wetland setback for the property located north of the Elm Lane and Forest Drive intersection. Associate Planner Zandt summarized the proposal. She stated at the November 8, 2021 Plan Commission meeting the Commission recommended approval of the proposed rezoning of the property as recommended but voted to postpone the Certified Survey Map and Conditional Use Permit applications in order to review revised documents.

MOTION Baum second Laszewski to Approve a Conditional Use Permit to allow development within the 25' wetland setback areas and the proposed compensation as presented in the Wetland Setback Compensation Plan (dated October 7, 2021 and revised November 11, 2021) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. ***The Property Owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the natural grass planting and restoration. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2022 for a period of three (3) years.***

Bruce Bernarde, N120 W13645 Freistadt Road, said he was concerned with potential water issues and that run off from the new subdivision will go onto the Zignego property. He said the Zignego

driveway has created a dam and at some point it will be under water. He stated the driveway extends further north than what is shown, was done without a permit and could have been installed without impacting the wetlands. David Yurk who surveyed the driveway stated the driveway is shown exactly where it is on the map.

MOTION carried unanimously.

MOTION Baum second Shadid to Approve the proposed 3-lot Certified Survey Map (CSM) for the Zignego/Madrzak property to create two buildable lots and increase the acreage of the existing single-family lot, totaling 37.18 acres into three parcels located north of Elm Lane subject to the following conditions:

1. ***The setback lines shown on the CSM shall be corrected to reflect the proposed lots rather than the existing lots. These revisions shall be submitted to Planning Staff for review and approval prior to recording the CSM.***
2. ***The Property Owner shall construct a turn-around for fire apparatus on the north end of the private gravel driveway. Said turn-around design shall be agreed upon and approved by the Village Fire Chief and shall be constructed prior to the issuance of any building permits for proposed Lots 1 or 2.***

Director Retzlaff said he understands Mr. Bernarde's concern and explained the applicant was required to pay a double application fee as a monetary penalty for the work completed without a permit. He said a separate driveway permit was not required besides the culvert permit.

MOTION carried unanimously.

MSI General Agent for DJN Family LTD Partnership, Property Owner of Enercon Industries - N120 W19349 Freistadt Road. The request is for approval of site development plans for Phase 2 of a 52,955 sqft building and parking lot expansion for the existing Enercon facility. Director Retzlaff summarized the proposal.

MOTION Baum second Shadid to Approve the site development plans for Phase 2 of a 52,955 sqft building and parking lot expansion for the existing Enercon facility located at N120 W19349 Freistadt Road
subject to the following conditions:

1. ***This approval is for Phase 2 of the proposed building and parking area expansion and is subject to all the conditions and requirements set forth herein and adopted by the Plan Commission. The approval for Phase 1 granted in September 2021 is for the following plans unless superseded by the approved plan sheets listed below for Phase 2, and, pursuant to any subsequent revisions required herein and/or by the Plan Commission or Village Engineer:***
    a. ***Phase 1 Approval***
        i. ***Architectural plan set dated January 4, 2021***
        ii. ***Engineering plan set dated December 28, 2021***
        iii. ***Landscaping plan set dated January 4, 2021***
        iv. ***Exterior Lighting plan set dated January 4, 2021***
    b. ***Phase 2 Approval***
        i. ***Architectural plan set dated October 4, 2021***
        ii. ***Engineering-Construction plan set dated November 29, 2021***

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iii. Landscaping plan set dated November 23, 2021
iv. Exterior Lighting plan set dated November 17, 2021

2. ***All landscaping, grading, paving, storm water management, utility and other improvements shown on the approved site plans shall be installed as approved prior to issuance of an occupancy permit for the building addition unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.***
3. ***All exterior doors (except primary entrance) shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access as required by the Police Department.***
4. ***State agency (DSPS) approved plans and a $20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.***
5. ***All water utility service issues, plan revisions and technical corrections identified in the December 10, 2021, review memo from the Director of Public Works shall be addressed in revised plans and/or supplemental information submitted for review and approval prior to issuance of a building permit for the Phase 2 building expansion.***
6. ***Right-of-way permits are required for any/all construction conducted in the McCormick Drive and Freistadt Road rights-of-way. Contact the Public Works Department/Highway Department for details.***
7. ***The Village Public Works Department/Village Engineer shall be contacted for inspection purposes prior to construction of the private storm water lateral connection to the Village storm sewer system and regional storm water basin.***
8. ***The owner shall prepare and record easements for those existing areas of the regional stormwater basin that already encroach onto the Enercon property and for the expanded regional storm basin area being created on the Enercon property. Said easement documents shall be reviewed and approved by the Village prior to recording. All required easements and a separate stormwater maintenance agreement addressing those areas of the regional basin located on the Enercon property are to be prepared and submitted for Village review and approval prior to issuance of an occupancy permit for the Phase 2 building expansion.***
9. ***The fire department connection shall be placed on the west side of the building unobstructed and visible from the public right-of-way on McCormick Drive. Contact the Fire Chief to coordinate the final location.***

MOTION carried unanimously.

Village of Germantown - Review and Adoption of the Village's 2021-2026 Comprehensive Outdoor Recreation Plan (CORP). The Plan Commission is asked to adopt the CORP as a free-standing document to ensure the Village is eligible to apply for grant funding from the WDNR and other funding sources. Park and Recreation Director Gil Standridge presented the CORP plan to the Commission. The Plan will guide recreation management and park development for the next five years. Discussion followed.

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Chairman Wolter said he liked the idea that one of the goals of the plan is to look at ways to provide access to the river since we really don't have great access, especially compared to other communities that have a river running through them. We don't promote bringing people to the waterfront and he likes that part of the presentation. He would also like to see Wilderness Park have more passive recreation and get MMSD and Greenseams involved to find out what their plan is to help expand that park and create more passive recreation availability with the land they have acquired. He would like to see ways to access the park because it is underutilized and any expansion there would be appreciated especially for those that like to walk trails.

MOTION Baum second Nilles to Adopt the 2021-2026 CORP plan to submit it to various agencies.
MOTION carried unanimously.

ANNOUNCEMENTS None

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:35 pm.

Respectfully submitted,

Lori Johnson
Planning Assistant

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PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT & SITE PLAN REVIEW

1/10/22 Plan Commission Meeting

Odyssey Hotel Group / Holiday Inn Express

Village Planner Report **Germantown, Wisconsin**

Summary

Rachit Dhingra, agent for Odyssey Hotel Group, and ANR Capital LLC, property owners, is seeking approval of a proposed amendment to the Neviaser Planned Development District (PDD) General Development Plan (GDP) and conditions resolution; and site development and building plans for a 26-room hotel expansion and renovation for the property located at W177 N9675 Riversbend Lane.

Location: W177 N9675 Riversbend Lane

Agent/
Property Owner: Rachit Dhingra
ANR Capital LLC & Odyssey Hotel Group
1808 N. Wells Street
Chicago, IL

Zoning: B-5: Highway Business/PDD (Odyssey Hotel Group property; Holiday Inn)
I: Institutional/PDD (ANR Capital LLC property; golf course)

Adjacent Land Uses		Zoning
North	Residential/	Rm-3
South	Commercial	B-5
East	Commercial/Residential	B-5/Rm-3
West	Commercial	B-1/B-2



Background

The 2.88-acre Odyssey Hotel property located at W177 N9675 Riversbend Lane is east and adjacent to the former Riversbend golf course property and south of the residential area known as the Riversbend Condominiums. In 1997 the Neviaser PDD was created to facilitate development of the property with a 74-room hotel. Currently, the hotel is operated by Odyssey Hotels as a Holiday Inn Express.

In 2016, the Village approved amendments to the Neviaser PDD to allow the hotel building to be expanded from two to four floors with a maximum building height up to fifty (50) feet, a parapet wall height up to 60 feet, and up to 130 guest rooms. At the same time, the Village approved amendments to the Riversbend Planned Development District (PDD) to remove "golf course" as a permitted use and added "off-site parking" as a permitted use. At that time, the Odyssey Hotel Group had an offer to purchase the golf course property from Charles Schmit (and eventually did) and construct an expanded parking area with as many as 56 parking stalls north of the existing parking lot serving the Buffalo Wild Wings & Starbucks development (subject to pre-existing cross-access and shared parking easements that were created when the BWW development was originally approved in 2012).

Two (2) concept plans for an expanded "off-site" parking lot were submitted as part of the 2016 PDD amendment; each showing the different number and arrangement of future parking stalls for the "off-site" parking lot west of the hotel. Sheet C-1 presents the original 2016 concept plan for an additional 56 parking stalls with additional asphalt extending north of and onto the former golf course parcel along with an extended landscaped berm. The current proposal eliminates the need for any additional asphalt or parking stalls on the former golf course parcel.

Proposal

PDD Amendment

At this time, Rachit Dhingra, agent for the property owner, Odyssey Hotel Group, has submitted a proposal to amend the Neviaser PDD to:

1. Revise Condition #3 to reduce the number of required parking stalls from 128 to 103 consistent with the Village's parking stall guidelines under Section 17.45(1)(d) of the Zoning Code; and
2. Revise Condition #1 to supplement the General Development Plan (GDP) to include the revised and reduced "off-site" parking area (Sheet C1.1) and additional landscape plantings to be installed on the existing berm on the former golf course property (Sheet C1.3)

Site Development & Building Plans

In addition to the PDD amendment, site development and building plans have been submitted for expansion of the hotel from two to three floors and from 74 to 100 guest rooms (vs. four floors and 130 rooms), as well as, extensive interior and exterior building renovations. Minor site improvements are proposed to an existing "off-site" parking area located west of and adjacent to the hotel property on the former golf course parking lot shared with the Buffalo Wild Wings and Starbucks retail properties.

As shown on Sheets C1.1 & C1.3 of the plan set, the "off-site" parking area will NOT be expanded to the extent originally proposed in 2016. No asphalt or parking stalls will be constructed on the former golf course parcel; only a sidewalk linking the hotel property to the existing 26 parking stalls in the north part of the "off-site" parking area is proposed, along with additional plantings added to the existing landscaped berm northeast of the parking stalls (for an additional buffer for the Riversbend residential area).

The existing parking lot south of the hotel will be re-striped with 77 parking stalls (@ 162 sqft per stall as provided in the PDD) with the handicapped stalls relocated to west of the main entrance. A total of 103 parking stalls will be provided (103 stalls are recommended under Section 17.45 of the Zoning Code).

As discussed in the proposal narrative, exterior building improvements include the following:

1. existing hip roof to be removed
2. third floor to be added with existing lobby height increased
3. Four support columns for existing Porte Cochere will be reused and a new metal canopy structure installed
4. stone finish at the main entry and at the main pier of the Porte Cochere
5. EIFS wall finishes on the existing building will be repainted and new EIFS installed on areas of new construction to match
6. EIFS at the main entry section will receive a thicker EIFS finish and a metal trellis will be used at the cap of the main entry
7. existing stair tower will be refinished with a horizontal wood plank system
8. new roof structure will be tapered and have parapet walls with varied heights around the entire perimeter (see below)
9. brick finish around the pool area will remain with the actual pool eliminated and the interior area reconfigured
10. The existing concrete patio will remain as outdoor seating accessed from the breakfast area

The proposed building height(s) are in accordance with the existing PDD and include:

- Main parapet at 3rd floor: 32' 0"
- Upper parapet: 36' 9"
- Stair Tower parapet: 40' 9"
- Lobby parapet: 13' 0"

Staff Comments

Ordinarily, changes to a PDD go through the PDD amendment process requiring both Plan Commission and Village Board approval. As stated in Section 17.27 of the Zoning Code, the overall intent of the Planned Development (PD) overlay District is to *"…permit greater flexibility…more creative design…while providing a higher level of amenities…while providing the Village with assurances that the project will retain the character envisioned at the time of approval".*

As required under Section 17.27(9) of the Zoning Code, the Plan Commission shall determine if a proposed amendment to the PDD is "minor", or, if the proposed amendments are significant enough to "materially affect the intended design of the project and the impact of the project on neighboring uses". *(NOTE: A finding that the change is a "minor" change means that the Plan Commission recommendation can be considered by the Village Board without a public hearing; a "substantial" change requires a public hearing before the Village Board renders a decision on the proposed change).*

Regarding the proposed amendments to the Neviaser PDD, it is Staff's opinion that the proposed amendments are significant changes to the proposed development and warrant a public hearing as part of the review/approval process.

Although the public hearing and Plan Commission action were tabled from the December 13 meeting at the request of the applicant, the hearing was opened with individuals present allowed to speak. As noted in the meeting minutes, residents from the Riversbend residential area commented on the impact of vehicle headlights from the parking lot on their property and disturbances created/caused by people trespassing on the former golf course property. For these reasons, those who spoke recommended the installation of additional and strategically placed berms, landscaping and/or a privacy fence on the golf course property to mitigate these impacts.

The following staff recommendation was made back in 2016 in anticipation of the submittal of site development plans for the future hotel and parking lot expansion:

> *"Although detailed site plans are not expected to be submitted for a few years, it's important to identify any issues or items the Village currently considers important and that will/may need to be addressed in those detailed plans. One of those issues concerns the berming and landscaping in the area adjacent to the Riversbend condominium residential area. The berm and landscaping plan that was approved in the original PDD anticipated the construction of a golf course clubhouse having a particular orientation and additional landscaping deemed necessary to buffer the residential area. After development of the restaurant and multi-tenant building, it became clear that without the clubhouse and remaining landscaping that wasn't completed, the amount of buffering was less than adequate. Consequently, the detailed landscaping plan to be prepared for the parking lot and building expansion will have to present a substantial amount of landscaping and/or berming to achieve the desired buffering effect."*

As described above, the extent of the "off-site" parking lot on the former golf course parcel is not as great as was originally proposed back in 2016. As a result, the current plan is to only install additional plantings on the existing berm at the northeast corner of the parking lot.

Staff's opinion is that the proposed plantings are not sufficient to provide the level of buffering that would have been provided when the former golf course was planned to include a clubhouse and other landscaping around it that would provide an additional layer of visual buffering between the Riversbend residential area and the commercial

parking lots used by the hotel, BWW and Starbucks patrons. Consequently, staff recommends that additional buffering comprised of evergreen and deciduous trees and shrubs in combination with a low-level earth berm (to the extent allowed without impacting the floodplain) be installed along the northern edge of the existing paved asphalt parking lot. Said plantings shall be a type, quantity and location that will eventually provide an obstructed view of any/all vehicles that park in the 26 stalls used by the hotel provided that said plantings (up to 100 percent obstructed view up to 4 feet above the finished pavement grade of the northernmost parking stalls within 2 years after planting). A revised landscape plan meeting these requirements shall be submitted to the Village Planner for review and approval prior to issuance of a building permit for the hotel expansion with the required plantings to be installed within three (3) months after issuance of the hotel expansion occupancy permit.

Fire Department
The Fire Department has recommended approval of the proposed hotel expansion plans subject to the following:

- No occupancy of the hotel during construction should be permitted.
- All new and/or additional fire protection measures will need to be consistent with the commercial building code with actual locations of any new or relocated fire protection equipment to be approved by the Fire Department.

Building Inspection
State approved plans and the standard $20,000 occupancy bond will be required prior to issuing a building permit for the hotel expansion.

Village Staff Recommendation

APPROVE Staff's recommendation that the proposed PDD amendments are "significant" changes that require a public hearing to be held concurrent with the Plan Commission consideration of the PDD amendment.

APPROVE the proposed amendment by Odyssey Hotel Group to the Neviaser PDD subject to the following conditions:

1. The General Development Plan (GDP) referenced in the Neviaser PDD shall be revised to include the proposed "off-site" parking lot and landscaping improvements and features shown in the plan set dated November 1, 2021; specifically Sheets C1.1 and C1.3.
2. The proposed amendments shall be codified into an appropriate resolution amending the current list of conditions & restrictions for the Neviaser PDD to be considered for approval by the Village Board.

APPROVE the site development and building plans for the proposed 26-room hotel expansion, renovations and minor "off-site" parking lot improvements for the existing hotel facility located at W177 N9675 Riversbend Lane subject to the following conditions:

1. This approval is for the proposed building expansion and "off-site" parking lot improvements for the following plans unless superseded by subsequent plan sheets approved by the Village Planner or Village Engineer pursuant to revisions required herein and/or by the Plan Commission:
    a. Architectural plan set dated October 4, 2021 (elevations & renderings)
    b. Architectural plan set dated September 17, 2021 (floor plans)
    c. Civil plan set dated November 1, 2021

2. All landscaping, grading, paving, storm water management, utility and other improvements shown on the approved site plans shall be installed as approved prior to issuance of an occupancy permit for the building addition unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.

3. State agency (DSPS) approved plans and a $20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPS to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.

4. All permanent and/or temporary signage including modifications to existing exterior signage will require separate review and approval of a Sign Permit by the Plan Commission (permanent signs) or Planning & Zoning Staff (temporary signs). Contact Lori Johnson, Planning & Zoning Services to coordinate all Sign Permit applications.

5. Additional buffering comprised of evergreen and deciduous trees and shrubs in combination with a low-level earth berm (to the extent allowed without impacting the floodplain) shall be installed along the northern edge of the existing paved asphalt parking lot. Said plantings shall be a type, quantity and location that will provide an obstructed view of any/all vehicles that park in the 26 stalls used by the hotel. The size and timing of said plantings shall provide the required obstructed view up to a height of 4 feet above the finished pavement grade of the northernmost parking stalls within 2 years after planting. A revised landscape plan meeting these requirements shall submitted to the Village Planner for review and approval prior to issuance of a building permit for the hotel expansion with the required plantings to be installed within three (3) months after issuance of the hotel expansion occupancy permit.

6. ANR Capital LLC should consider installing appropriate signage and/or other measures to mitigate trespass onto the former golf course property. Other than the installation of "No Trespassing" signage, the owner shall contact the Village Planner to discuss what, if any, permits or approvals may be required prior to the installation of other physical improvements intended to mitigate/prohibit illegal trespass onto the property.

Village of Germantown ...Willkommen

Fee must accompany application

- ☐ $700 Minor Addition
- ☐ $1,240 Construction <10,000 SF
- ☐ $2,095 Construction 10,000 SF to 50,000
- ☐ $3,460 Industrial Construction >50,000 SF
- ☐ $3,460 Commercial Construction >50,000
- ☐ $200 Plan Commission Consultation
- ☐ $125 Fire Department Plan Review

PAID_____ DATE_____

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Odyssey Hotel Group
W177N9675 Riversbend Ln
Germantown, WI 53022

Phone (312) 867-7911
E-Mail rdhingra@odysseyhotels.com

PROPERTY OWNER

Odyssey Hotel Group
W177N9675 Riversbend Ln
Germantown, WI 53022

Phone (312) 867-7911
E-Mail rdhingra@odysseyhotels.com

2 PROPERTY ADDRESS

W177N9675 Riversbend Ln

3 NEIGHBORING USES – Specify name and type of use, e.g. Enviro Tech – Industrial, Smith – Residential, etc.

North	South	East	West
Condos	Commercial - KFC, Speedway	Commercial - Thrivent, Panda Express	Commercial - Starbucks Parking Lot

4 READ AND INITIAL THE FOLLOWING:

X I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.

X I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.

X I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5 SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!

Applicant — Oct/27/2021 — Date

Owner — Oct/27/2021 — Date

Village of Germantown Willkommen

Fee Must Accompany Application

☐ $820 Paid _____Date_____

☐ $200 PC Consultation Only
Paid _____Date_____

PLANNED DEVELOPMENT DISTRICT (PDD) AMENDMENT APPLICATION

Applications NOT signed by the Property Owner(s) will not be accepted. Attach additional sheets and/or include supplemental information in support of your application.

APPLICANT OR AGENT:
Odyssey Hotel Group

Address: W177N9675 Riversbend Ln
Germantown, WI 53022

Phone: 312-867-7911

FAX:

E-Mail: rdhingra@odysseyhotels.com

PROPERTY OWNER(S):
Odyssey Hotel Group

Address: W177N9675 Riversbend Ln
Germantown, WI 53022

Phone: 312-867-7911

FAX:

E-Mail: rdhingra@odysseyhotels.com

PDD Name & Resolution No.:

Resolution No. 19-16 which amended Resolution No. 16-97 for the Neviaser PDD

Legal Description of Property or Area (metes and bounds description):

Attach separate legal description if necessary

Lot 1 of Certified Survey Map No. 3903 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on July 22, 1992 in Volume 25 of Certified Survey Maps, at Page 14, as Document No. 607696, being a part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Check all that apply:

- ☐ **REQUEST TO AMEND PDD ZONING**
- ☐ **REQUEST TO AMEND PDD GENERAL DEVELOPMENT PLAN**
- ☒ **REQUEST TO AMEND PDD CONDITIONS & RESTRICTIONS**

List of Proposed Amendment(s) (include Resolution # and Condition #):

Attach Revised Plan(s) or Separate Pages as Necessary

Resolution # 19-16, Condition #3 - Parking.

Reduction in parking is requested. There will be less than 128 parking spaces which was what was required by the 2016 approval for a 73-128 guest room hotel. See attached narrative for explanation.

Detailed Explanation and Justification for Proposed Amendment(s):

Attach Revised Plan(s) or Separate Pages as Necessary

See attached narrative.

APPLICATION SUBMITTAL REQUIREMENTS (to be submitted at time of application):

All Amendment Applications:

- ☒ Complete Application Form (Affidavit of Understanding and signatures required)
- ☒ Application Fee
- ☒ Detailed explanation of and justification for proposed amendment(s)
- ☒ Detailed explanation of if and how the proposed amendment(s) will affect other aspects of the development included within the PDD

General Development Plan Amendment Only:

- ☐ Legal Description of the land subject of map amendment in electronic/digital file format (e.g. Microsoft Word)
- ☐ Revised or New General Development Plan at a scale of 1" = 50' or other suitable scale necessary to accurately present:
  - Exterior boundary of the land subject of the map amendment
  - All existing and/or proposed features to be included in the development

AFFIDAVIT OF UNDERSTANDING

Please read and indicate that you understand and agree to the following (initials in box):

X	I understand that Village Staff, the Plan Commission and/or the Village Board may request additional information to properly evaluate this application and failure to provide such information may be sufficient justification to deny this application;
X	I understand that, regardless of the justification and/or information provided in support of my application, the Village is not obligated to approve my application nor amend the PDD as requested;
X	I am aware that the approval of an application to amend a PDD only amends the General Development Plan and/or conditions & Restrictions Resolution and does not otherwise revise or change the zoning of the land affected by the amendment(s), and, I may be required to obtain separate permits and/or approvals (e.g. site plan, building permits, etc.) from the Village or other agencies as a prerequisite to actual or continued development of such land.

ALL APPLICATIONS MUST BE SIGNED BY THE APPLICANT/AGENT AND PROPERTY OWNER(S)

Applicant/Agent — Oct 27 2021 — Date

Property Owner — Oct 27 2021 — Date

Applicant/Agent — Date

Property Owner — Date

November 1, 2021

PDD Amendment Narrative

Project: Odyssey Hotel Group – Holiday Inn Express conversion to Fairfield Inn & Suites
W177N9675 Riversbend Ln
Germantown, WI 50322

Odyssey Hotel Group is requesting PDD Amendment review and approval for the Holiday Inn property at W177N9675 Riversbend Lane (Tax Parcel #GTNV_334100). The requested amendment is to Resolution No. 19-16 from December 19, 2016 (which amended Resolution No. 16-97 for the Neviaser PDD). Odyssey Hotel Group is the successor to the original developer.

The exterior of the building will be modified as shown in the attached exterior elevations and renderings. The existing hip roof on the building will be removed, a third floor will be added and the existing lobby will be heightened. Four (4) columns supporting the existing Porte Cochere will be reused and a new metal canopy structure will be installed in its place to comply with Fairfield Inn and Suites' prototype. A stone finish is proposed at the main entry and at the main pier of the Porte Cochere. EIFS (Exterior Insulated Finishing System) on the existing building will be repainted and the EIFS installed on the new construction will match existing adjacent finishes. The EIFS at the main entry section will receive a thicker EIFS finish (+5, +6") and a metal "trellis" will be used at the cap of the main entry. The existing stair tower is being refinished with a horizontal wood plank system per prototype. The new roof structure will be tapered and have a parapet with varied heights around the entire perimeter. The brick finish around the pool area will remain. The pool is being eliminated completely and the interior reconfigured. The existing concrete patio will remain as outdoor seating accessed from the breakfast area. Some minor site work including the reconfiguring of existing parking spaces and new sidewalk is proposed. The existing building footprint is not being altered or added onto.

The proposed building height(s) are in accordance with the existing PDD and include:

- Main parapet at third floor = +32'-0"
- Upper parapet = +36'-9"
- Parapet at stair tower + 40'-9"
- Parapet at Lobby / Breakfast Area = +13'-0"

The proposed amendment is to Condition #3 – Parking. Resolution 19-16 approved the following:

3. Parking. The project shall include a minimum **number** of ~~**85**~~ off-street parking spaces **based on the maximum number of rooms as follows:** No garages or maintenance buildings are approved for this site.
    a. **128 spaces: 73 to 123 guest rooms**
    b. **130 spaces: 123 to 130 guest rooms**

Currently, 103 spaces for 100 guest rooms are proposed. The proposed number of spaces is less than the previously approved parking from Resolution No. 19-16. Pursuant to the Village of Germantown Municipal Code [Section 17.45(1)(d)12] this is an adequate number of spaces for a hotel having 100 guest rooms (1 space per guest room) and 6 employees (1 space for each 2 employees) per shift.

A substantial buffer currently exists along the northern perimeter of the hotel property fronting on Riversbend Circle W and Riversbend Lane obscuring the view of the hotel as viewed from those respective streets. The residential properties northwest of the hotel also have a dense evergreen screen along their lot lines. A low berm with evergreen trees is located at the northeast corner of the hotel parking spaces to the west (north end of the Buffalo Wild Wings/Starbucks parking lot); other than the construction of a connector sidewalk to provide pedestrian access from these parking spaces to the hotel, the parking spaces will not be modified or altered. Landscape plantings will be added to the existing berm at the northeast corner of the commercial parking lot to provide additional screening from the residential properties that are north of the parking lot.

RESOLUTION NO. 18-16

AMENDING RESOLUTION NO. 02-13 CONTAINING CONDITIONS AND RESTRICTIONS FOR THE RIVERSBEND COUNTRY CLUB INC-CONTINENTAL 246 FUND LLC PLANNED DEVELOPMENT DISTRICT ("RIVERSBEND PDD")

WHEREAS, Continental 246 Fund LLC, agent for Riversbend Country Club Inc., property owner (hereinafter "Developer") applied for and was granted B-1 Neighborhood Business District zoning with a Planned Development District (PDD) overlay on the subject parcels located on County Line Road in the Village of Germantown (the "PDD Property"); and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for Planned Development Districts; and

WHEREAS, Rachit Dhingra, agent for Odyssey Hotels, property owner and successor to the orginal developer Daniel Neviaser, and Riversbend Country Club Inc., property owner, has requested approval for a series of amendments to the Neviaser PDD and the Riversbend-Continental 246 Fund LLC PDD as it pertains to development of the Riversbend golf course property and the Odyssey Hotel property and other conditions and requirements set forth in the Conditions and Restrictions Resolution No. 16-97 and No. 02-13; and

WHEREAS, the Village Plan Commission did, on December 12, 2016, review said PDD amendments and subsequently recommended that the Village Board approve the proposed amendments to the Neviaser PDD and Resolution No. 16-97; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the proposed amendments to the Neviaser PDD and amends Resolution No. 02-13 as follows where items underlined are to be added and items ~~stricken~~ are to be deleted:

1. **General Development Plans**. **Except for the expanded parking area depicted on Sheet C-1 dated November 8, 2016,** ~~**Exhibit B,**~~ the detailed set of site development and building plans dated December 20, 2012, shall be considered the General Development Plans for this PDD, including the size and orientation of the building, setbacks, and location of access points, landscaping, utilities, grading and erosion control plan, floor plan and architectural elevations. All development within the PDD property shall be consistent with these plans or any subsequent plans (additional or revised) submitted pursuant to the conditions of approval adopted by the Plan Commission on January 14, 2013. Significant changes to said site development and building plans may require further review and approval by the Plan Commission as deemed necessary by the Zoning Administrator.

~~2.~~ **Use Regulations**. The uses allowed for Lot 1 and Lot 2 shall be as set forth in the B-1: Neighborhood Business Zoning District regulations (Zoning Code Section 17.28), except that a restaurant with outdoor service shall be allowed on Lot 2 to the extent shown in the approved plans. The uses allowed for Lot 3 shall be as set forth in the I: Institutional Zoning District regulations (Zoning Code Section 17.26), except that ~~**a golf course with a club house facility shall be allowed on Lot 3 only to the extent shown in the General**~~

~~**Development Plans.**~~ **"off-site parking areas" shall be allowed as a permitted use consistent with the site plans dated November 8, 2016.**

Introduced by: Baum

~~Adopted:~~ December 19, 2016

Vote: Ayes: 9 Nays: 0

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

RESOLUTION No. 19 - 16

AMENDING
RESOLUTION NO. 16-97 CONTAINING CONDITIONS AND RESTRICTIONS FOR THE NEVIASER PLANNED DEVELOPMENT DISTRICT (PDD)

WHEREAS, Daniel Neviaser of Neviaser Investments applied for and was granted rezoning to the B-5: Highway Business Planned Development District (PDD) on the subject parcel (Key Number GTNV 334-100, hereinafter "the property") which was granted by the Village Board on March 17, 1997; and

WHEREAS, Section 17.27(4) of the Village of Germantown Municipal Code allows for the adoption of conditions and restrictions for PDDs, and

WHEREAS, Rachit Dhingra, agent for Odyssey Hotels, property owner and successor to the orginal developer Daniel Neviaser, and Riversbend Country Club Inc., property owner, has requested approval for a series of amendments to the Neviaser PDD and the Riversbend-Continental 246 Fund LLC PDD as it pertains to development of the Riversbend golf course property and the Odyssey Hotel property and other conditions and requirements set forth in the Conditions and Restrictions Resolution No. 16-97 and No. 02-13; and

WHEREAS, the Village Plan Commission did, on December 12, 2016, review said PDD amendments and subsequently recommended that the Village Board approve the proposed amendments to the Neviaser PDD and Resolution No. 16-97; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown hereby approves and adopts the proposed amendments to the Neviaser PDD and amends Resolution No. 16-97 as follows where items underlined are to be added and items ~~stricken~~ are to be deleted:

1. General Development Plan. **Except for the expanded parking area depicted on Sheet C-1 dated November 8, 2016,** the plan dated and revised through November 8, 1996, shall be considered the approved General Development Plan for the subject property, including the location of driveways, parking spaces, buildings and signage Detailed surveys, utility plans, building plans, lighting Ind landscaping plans covering any portion of the total project intended for construction shall be presented to the Plan Commission prior to issuance of any building permits These plans shall conform substantially to the approved General Development Plan in both location, design and number. Utility and driveway plans shall be based on the standards of then Village Public Works Department. If revisions of the development plan are necessary due to adverse site conditions, resubmittal and approval of all revisions by the Plan Commission will be required.

2. Building size height, location, and lot coverage
    a. The building shall include **up to a total of 130** ~~**no more than 73**~~ guest rooms.
    b. The building shall **not exceed a height of 50 feet** ~~**be no more than 35 feet in height as per Section 17.08(13),**~~ except the **parapet** ~~**eastern**~~ tower, which **shall not exceed** ~~**may be up to 35**~~ **60** feet tall.
    c. The buildings shall meet the following setback and lot coverage requirements:
        i. Front yard setback from Riversbend Lane: minimum 50 feet

ii. Front yard setback from Riversbend Circle West: minimum 15 feet
iii. Side yard setback from south property line: minimum 50 feet
iv. Side yard setback from west property line: minimum **10** ~~49~~ feet

d. The overall building, parking and hard surfaces shall not exceed 70% lot area.

3. Parking. The project shall include a minimum **number** of ~~85~~ off-street parking spaces **based on the maximum number of rooms as follows:** No garages or maintenance buildings are approved for this site.
   a. **128 spaces: 73 to 123 guest rooms**
   b. **130 spaces: 123 to 130 guest rooms**

4. Driveway Construction and Ownership. All internal driveways shall be constructed and maintained by the owner. Construction standards will be to Village specifications. Private easements and access agreements are not enforced by the Village and must be addressed separately.

5. Public Utilities.
   a. The developer will provide all necessary easements and dedication of facilities as required by the Village Engineer.

6. Signage.
   a. The property is allowed one free standing sign, maximum 160 square feet area, maximum 25 foot height.
   b. The property is allowed two wall mounted signs, maximum 150 square feet each.
   c. All signs shall be internally illuminated.
   d. No roof signage is allowed for this project.
   e. No wall mounted signage is allowed on the north side of the building.

7. Specific Lighting and Landscaping plans shall be submitted to and approved by the Plan Commission prior to occupancy of the building.

8. Garbage and Refuse collection and Disposal shall be provided by the property owner at his cost.

9. The berm (including plantings) to be repaired and maintained by the property owner, with replacement of any dead plantings.

10. **The minimum parking stall size shall be 162 sqft.**

11. **The minimum parking setback for parking areas located to the north, south and west of the hotel shall be (0) feet.**

12. **The minimum parking setback from the north parking area to the adjacent residential district shall be 43 feet.**

Amending Resolution No. 16-97 Neviaser Planned Development District (PDD)
Resolution 19-16

Introduced by Trustee: Baum
Adopted: December 19, 2016

Vote: Ayes: 9
Nays: 0

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

This instrument drafted by:
Jeffrey W. Retzlaff, AICP, Director, Community Development Department, Village of Germantown

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
GERMANTOWN, WISCONSIN

LEGEND

000.00	PROPOSED SPOT ELEVATIONS (FLOW LINE OF CURB UNLESS OTHERWISE SPECIFIED)
000.00 EG	EXISTING GRADE SPOT ELEVATIONS
000.00 BG / 000.00 FG	PROPOSED SPOT ELEVATIONS (REFERENCE R–WALL DETAIL) BG–FINISHED SURFACE GRADE AT BACK OF WALL FG–FINISHED SURFACE GRADE AT FRONT OF WALL
000.00 TC / 000.00 BC	PROPOSED SPOT ELEVATIONS (TOP OF CURB, BOTTOM OF CURB)
000.00 TW / 000.00 BW	PROPOSED SPOT ELEVATIONS (TOP OF WALK, BOTTOM OF WALK)
	EXISTING WATER VALVE IN BOX
	PROPOSED WATER VALVE IN BOX
	EXISTING WATER VALVE IN MANHOLE
	EXISTING WATER SERVICE VALVE
	EXISTING TELEPHONE MANHOLE
	EXISTING STORM CATCH BASIN
	PROPOSED STORM CATCH BASIN – ST CB
	PROPOSED STORM FIELD INLET – ST FI
	EXISTING SQUARE CATCH BASIN
	EXISTING STORM CURB INLET
	PROPOSED STORM CURB INLET – ST CI
	EXISTING UTILITY POLE
	EXISTING UTILITY POLE WITH GUY WIRE
	EXISTING STREET LIGHT
	EXISTING TELEPHONE PEDESTAL
	EXISTING ELECTRIC PEDESTAL
	EXISTING ELECTRIC BOX
	EXISTING CABLE TV PEDESTAL
	PROPOSED DRAINAGE FLOW
	1–1/4" REBAR SET WEIGHING 4.30 LB/FT.
	3/4" REBAR SET WEIGHING 1.50 LB/FT.
	1–1/4" REBAR FOUND
	3/4" REBAR FOUND
	2" IRON PIPE FOUND
	1" IRON PIPE FOUND
	EXISTING FLOOD LIGHT
	SECTION CORNER
	PROPOSED APRON END SECTION
	EXISTING MARSH AREA
	EXISTING DECIDUOUS TREE WITH TRUNK DIAMETER
	EROSION MATTING
IP	PROPOSED INLET PROTECTION
	EXISTING CONIFEROUS TREE
	EXISTING SHRUB
	EXISTING STUMP
	SOIL BORING
	EXISTING WELL
	PROPOSED WELL
	EXISTING LIGHT POLE
	EXISTING SIGN
	CENTER LINE
	EXISTING HANDICAP PARKING STALL
	PROPOSED HANDICAP PARKING STALL
	EXISTING GAS VALVE
	EXISTING WOODED AREA
	EXISTING HEDGE
	EXISTING CHAINLINK FENCE
	EXISTING WOOD FENCE
	EXISTING BARBED WIRE FENCE
	PROPOSED PROPERTY LINE
	EXISTING GUARD RAIL
ST	EXISTING STORM SEWER AND MANHOLE
ST	PROPOSED STORM SEWER AND MANHOLE – ST MH
SA	EXISTING SANITARY SEWER AND MANHOLE
SA	PROPOSED SANITARY SEWER AND MANHOLE – SAN MH
W	EXISTING WATER LINE AND HYDRANT
W	PROPOSED WATER LINE AND HYDRANT
OU	EXISTING OVERHEAD UTILITY LINE
FO	EXISTING UNDERGROUND FIBER OPTIC LINE
E	EXISTING UNDERGROUND ELECTRIC CABLE
T	EXISTING UNDERGROUND TELEPHONE CABLE
G	EXISTING UNDERGROUND GAS LINE
	PROPOSED CURB AND GUTTER
	EXISTING CURB AND GUTTER
	GRADING/SEEDING LIMITS
	RIGHT–OF–WAY LINE
	INTERIOR PROPERTY LINE
	RAILROAD TRACKS
800	EXISTING GROUND CONTOUR
800	PROPOSED GROUND CONTOUR
POL	EXISTING POLISH SEWER AND MANHOLE
POL	PROPOSED POLISH SEWER AND MANHOLE
P	EXISTING PROCESS SEWER AND MANHOLE
P	PROPOSED PROCESS SEWER AND MANHOLE
CLW	EXISTING CLEAR WATER LINE
CLW	PROPOSED CLEAR WATER LINE

PLAN SPECIFICATIONS (BASED ON CSI FORMAT)

DIVISION 31 EARTH WORK

31 10 00 SITE CLEARING (DEMOLITION)

A. CONTRACTOR SHALL CALL DIGGERS HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING SITE DEMOLITION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
B. DEMOLITION PLAN IS AN OVERVIEW OF DEMOLITION TO TAKE PLACE ON SITE. CONTRACTOR TO FIELD VERIFY EXISTING SITE CONDITIONS PRIOR TO BIDDING. CONTRACTOR SHALL REMOVE, REPLACE, OR DEMOLISH ALL ITEMS AS NEEDED DURING CONSTRUCTION.
C. CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS THAT ARE SCHEDULED TO REMAIN. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED AT CONTRACTORS EXPENSE.
D. ALL CONCRETE NOTED TO BE REMOVED SHALL BE REMOVED TO THE NEAREST CONTROL JOINT.

31 20 00 EARTH MOVING

A. CONTRACTOR SHALL CALL DIGGERS HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING EXCAVATION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
B. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR ALL EXCAVATION, GRADING, FILL AND BACKFILL WORK AS REQUIRED TO COMPLETE THE GENERAL CONSTRUCTION WORK. ALL EXCAVATION AND BACKFILL FOR ELECTRICALS AND MECHANICALS ARE THE RESPONSIBILITY OF THE RESPECTIVE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.
C. ALL ORGANIC TOPSOIL INSIDE THE BUILDING AREA, UNDER PAVED AREAS, AND AT SITE FILL AREAS SHALL BE REMOVED. PROOF ROLL SUBGRADES BEFORE PLACING FILL WITH HEAVY PNEUMATIC-TIRED EQUIPMENT, SUCH AS A FULLY-LOADED TANDEM AXLE DUMP TRUCK, TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. CONTRACTOR SHALL VERIFY TOPSOIL DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ACCOUNT FOR EXISTING CONDITIONS PRIOR TO SUBMITTING BID FOR THE PROJECT. EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED IN THE PLANS OR BY LOCAL ZONING REQUIREMENTS.
D. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL LAYER BEFORE COMPACTION AS RECOMMENDED TO ACHIEVE SPECIFIED DRY DENSITY. REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT IS TOO WET TO COMPACT TO SPECIFIED DRY DENSITY.
E. PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
F. COMPACT THE SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 698, STANDARD PROCTOR TEST. FILL MAY NOT BE PLACED ON FROZEN GROUND AND NO FROZEN MATERIALS MAY BE USED FOR BACK FILL. APPLY THE MORE STRINGENT REQUIREMENTS WHEN COMPARING BETWEEN THE FOLLOWING AND THE GEOTECHNICAL REPORT.
   1. UNDER FOUNDATIONS - SUBGRADE, AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 98 PERCENT.
   2. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS MORE THAN 3 FEET BELOW THE SLAB - PLACE A DRAINAGE COURSE LAYER OF 3/4" CRUSHED STONE, WITH 5% TO 12% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
   3. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS WITHIN 3 FEET OF THE SLAB SURFACE- PLACE A DRAINAGE COURSE LAYER OF CLEAN 3/4" CRUSHED STONE, WITH NO MORE THAN 5% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
   4. UNDER EXTERIOR CONCRETE AND ASPHALT PAVEMENTS - COMPACT THE SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
   5. UNDER WALKWAYS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
   6. UNDER LAWN OR UNPAVED AREAS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 85 PERCENT.
G. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS. IT IS SUGGESTED THAT THE GEOTECHNICAL FIRM USED TO PERFORM THE SUBSURFACE SOIL INVESTIGATION BE ENGAGED FOR THE FIELD QUALITY CONTROL TESTS. THE GEOTECHNICAL REPORT WAS PERFORMED BY (NAME OF GEOTECHNICAL FIRM).
H. ALLOW THE TESTING AGENCY TO TEST AND INSPECT SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS. PROVIDE ONE TEST FOR EVERY 2000 SQUARE FEET OF PAVED AREA OR BUILDING SLAB, ONE TEST FOR EACH SPREAD FOOTING, AND ONE TEST FOR EVERY 50 LINEAR FEET OF WALL STRIP FOOTING.
I. WHEN THE TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
J. THE BUILDING SITE SHALL BE GRADED TO PROVIDE DRAINAGE AWAY FROM THE BUILDING AS INDICATED ON THE PLANS. SITE EARTHWORK SHALL BE GRADED TO WITHIN 0.10' OF REQUIRED EARTHWORK ELEVATIONS ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE GRADING PLAN.

31 30 00 EROSION CONTROL

A. THE GRADING PLAN REFLECTS LESS THAN 1 ACRE OF DISTURBED AREA. THE SITE IS THEREFORE EXEMPT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR 216 NOTICE OF INTENT REQUIREMENTS. THE DESIGN ENGINEER SHALL PREPARE AN EROSION CONTROL PLAN TO MEET NR 151.105 CONSTRUCTION SITE PERFORMANCE STANDARDS FOR NON-PERMITTED SITES.
B. EROSION AND SEDIMENT CONTROL IMPLEMENTED DURING CONSTRUCTION SHALL STRICTLY COMPLY WITH THE GUIDELINES AND REQUIREMENTS SET FORTH IN WISCONSIN ADMINISTRATIVE CODE (W.A.C.) NR 151, THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES RUNOFF MANAGEMENT PERFORMANCE STANDARDS. TECHNICAL STANDARDS PUBLISHED BY THE WISCONSIN DNR SHALL ALSO BE UTILIZED TO IMPLEMENT THE REQUIRED PERFORMANCE STANDARDS. THE METHODS AND TYPES OF EROSION CONTROL WILL BE DEPENDENT ON THE LOCATION AND TYPE OF WORK INVOLVED. ALL SEDIMENT CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION, AND INSTALLED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL. BELOW IS A LIST OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES TO ACHIEVE THE PERFORMANCE STANDARDS REQUIRED.
   1. SILT FENCE SHALL BE PLACED ON SITE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. SILT FENCE SHALL ALSO BE PROVIDED AROUND THE PERIMETER OF ALL SOIL STOCKPILES THAT WILL EXIST FOR MORE THAN 7 DAYS. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1056 (CURRENT EDITION).
   2. DITCH CHECKS SHALL BE PROVIDED TO REDUCE THE VELOCITY OF WATER FLOWING IN DITCH BOTTOMS. PLACE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. FOLLOW PROCEDURES FOUND IN THE WISCONSIN DNR TECHNICAL STANDARD 1062 (CURRENT EDITION).
   3. STONE TRACKING PADS AND TRACKOUT CONTROL PRACTICES SHALL BE PLACED AT ALL CONSTRUCTION SITE ENTRANCES AND SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE CONSTRUCTION SITE. SEE THE EROSION CONTROL PLAN FOR LOCATIONS. THE AGGREGATE USED FOR THE STONE TRACKING PAD SHALL BE 3/8" TO 3 INCH CLEAR OR WASHED STONE AND SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. THE STONE SHALL BE UNDERLAIN WITH A WISDOT TYPE R GEOTEXTILE FABRIC AS NEEDED. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT (12' MIN WIDTH) AND SHALL BE A MINIMUM OF 50 FEET LONG. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. OTHER TRACKOUT CONTROL PRACTICES INCLUDING STABILIZED WORK SURFACES, MANUFACTURED TRACKOUT CONTROL DEVICES, TIRE WASHING, AND STREET/PAVEMENT CLEANING SHALL BE IMPLEMENTED AS NECESSARY TO MITIGATE THE TRACKOUT OF SEDIMENT OFFSITE. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1057 (CURRENT EDITION).
   4. STORM DRAIN INLET PROTECTION SHALL BE PROVIDED FOR ALL NEW AND DOWNSTREAM STORM CATCH BASINS AND CURB INLETS. TYPE B OR C PROTECTION SHOULD BE PROVIDED AND SHALL BE IN CONFORMANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1060 (CURRENT EDITION).
   5. DUST CONTROL MEASURES SHALL BE PROVIDED TO REDUCE OR PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. CONTROL MEASURES INCLUDE APPLYING MULCH AND ESTABLISHING VEGETATION, WATER SPRAYING, SURFACE ROUGHENING, APPLYING POLYMERS, SPRAY-ON TACKIFIERS, CHLORIDES, AND BARRIERS. SOME SITES MAY REQUIRE AN APPROACH THAT UTILIZES A COMBINATION OF MEASURES FOR DUST CONTROL. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
   6. THE USE, STORAGE, AND DISPOSAL OF CHEMICALS, CEMENT, AND OTHER COMPOUNDS AND MATERIALS USED ON SITE SHALL BE MANAGED DURING THE CONSTRUCTION PERIOD TO PREVENT THEIR TRANSPORT BY RUNOFF INTO WATERS OF THE STATE.
   7. CONTRACTOR SHALL PROVIDE AN OPEN AGGREGATE CONCRETE TRUCK WASHOUT AREA ON SITE. CONTRACTOR TO ENSURE THAT CONCRETE WASHOUT SHALL BE CONTAINED TO THIS DESIGNATED AREA AND NOT BE ALLOWED TO RUN INTO STORM INLETS OR INTO THE OVERLAND STORMWATER DRAINAGE SYSTEM. WASHOUT AREA SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
   8. TEMPORARY SITE RESTORATION SHALL TAKE PLACE IN DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRES VEGETATIVE COVER FOR LESS THAN ONE YEAR. THIS TEMPORARY SITE RESTORATION REQUIREMENT ALSO APPLIES TO SOIL STOCKPILES THAT EXIST FOR MORE THAN 7 DAYS. PERMANENT RESTORATION APPLIES TO AREAS WHERE PERENNIAL VEGETATIVE COVER IS NEEDED TO PERMANENTLY STABILIZE AREAS OF EXPOSED SOIL. PERMANENT STABILIZATION SHALL OCCUR WITHIN 3 WORKING DAYS OF FINAL GRADING. TOPSOIL, SEED, AND MULCH SHALL BE IN GENERAL CONFORMANCE WITH TECHNICAL STANDARDS 1058 AND 1059 AND SHALL MEET THE SPECIFICATIONS FOUND IN THE LANDSCAPING AND SITE STABILIZATION SECTION OF THIS CONSTRUCTION DOCUMENT. ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR FINAL STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.
   9. IF SITE DEWATERING IS REQUIRED FOR PROPOSED CONSTRUCTION ACTIVITIES, ALL SEDIMENT LADEN WATER GENERATED DURING THE DEWATERING PROCESS SHALL BE TREATED TO REMOVE SEDIMENT PRIOR TO DISCHARGING OFF-SITE OR TO WATERS OF THE STATE. FOLLOW ALL PROCEDURES FOUND IN TECHNICAL STANDARD 1061.
   10. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH WORKING DAY. DUST CONTROL REQUIREMENTS SHALL BE FOLLOWED PER WI DNR TECHNICAL STANDARD 1068 (CURRENT EDITION). FLUSHING SHALL NOT BE ALLOWED.
C. ALL EROSION CONTROL DEVICES SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24 HOUR PERIOD. MAINTENANCE SHALL BE PERFORMED PER WISCONSIN ADMINISTRATIVE CODE (W.A.C.) NR 151 STORMWATER MANAGEMENT TECHNICAL STANDARD REQUIREMENTS.
D. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL THE AREA(S) SERVED HAVE ESTABLISHED VEGETATIVE COVER.
E. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL EROSION CONTROL PERMITS.

DIVISION 32 EXTERIOR IMPROVEMENTS

32 20 00 CONCRETE AND AGGREGATE BASE

A. CONTRACTOR TO PROVIDE CRUSHED AGGREGATE BASE AND CONCRETE WHERE INDICATED ON THE PLANS.
B. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL AGGREGATE PLACED MUST BE COMPACTED TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.
C. DESIGN AND CONSTRUCTION OF ALL CAST-IN-PLACE EXTERIOR CONCRETE FLAT WORK SHALL CONFORM TO ACI 330R-08 & ACI 318-08.
D. EXTERIOR CONCRETE FLAT WORK CONSTRUCTION TO BE PROVIDED PER MORE STRINGENT REQUIREMENTS OF THE GEOTECHNICAL REPORT OR THIS SPECIFICATION. CONCRETE FLAT WORK CONSTRUCTION IS AS FOLLOWS:
   1. SIDEWALK CONCRETE/ PATIO - 4" OF CONCRETE OVER 4" OF 3/4" CRUSHED AGGREGATE BASE. CONTRACTION JOINTS SHALL CONSIST OF 1/8" WIDE BY 1" DEEP TOOLED JOINT WHERE INDICATED ON THE PLANS.

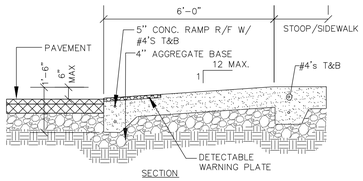
E. DESIGN MIXES SHALL BE IN ACCORDANCE WITH ASTM C94
   1. STRENGTH TO BE MINIMUM OF 4,500 PSI AT 28 DAYS FOR EXTERIOR CONCRETE.
   2. MAXIMUM WATER/CEMENT RATIO SHALL BE 0.45.
   3. SLUMP SHALL NOT EXCEED 4" FOR EXTERIOR CONCRETE FLAT WORK
   4. SLUMP SHALL BE 2.5" OR LESS FOR SLIP-FORMED CURB AND GUTTER
   5. SLUMP SHALL BE BETWEEN 1.5" TO 3" FOR NON SLIP-FORMED CURB AND GUTTER.
   6. ALL EXTERIOR CONCRETE SHALL BE AIR ENTRAINED WITH 4% TO 7% AIR CONTENT. NO OTHER ADMIXTURES SHALL BE USED WITHOUT APPROVAL OF EXCEL ENGINEERING, INC. CALCIUM CHLORIDE SHALL NOT BE USED.
   7. MAXIMUM AGGREGATE SIZE FOR ALL EXTERIOR CONCRETE SHALL BE 0.75 INCHES.

F. VERIFY EQUIPMENT CONCRETE PAD SIZES WITH RESPECTIVE CONTRACTORS. PADS SHALL HAVE FIBERMESH 300 FIBERS AT A RATE OF 1.5 LBS/CU. YD. OR 6 X 6-W1.4 X W1.4 WELDED WIRE MESH WITH MINIMUM 1 INCH COVER. EQUIPMENT PADS SHALL BE 3.5 INCHES THICK WITH 1 INCH CHAMFER UNLESS SPECIFIED OTHERWISE. COORDINATE ADDITIONAL PAD REQUIREMENTS WITH RESPECTIVE CONTRACTOR.
G. ALL CONCRETE FLAT WORK SURFACES AND CONCRETE CURB FLOWLINES SHALL BE CONSTRUCTED TO WITHIN 0.05' OF DESIGN SURFACE AND FLOWLINE GRADES ASSURING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE DESIGN PLANS.
H. CONCRETE FLAT WORK SHALL HAVE CONTRACTION JOINTS OR SAW CUT JOINTS PLACED AS INDICATED ON THE PLANS OR PER THIS SPECIFICATION. SAWCUTS SHALL BE DONE AS SOON AS POSSIBLE, BUT NO LATER THAN 24 HOURS AFTER CONCRETE IS PLACED. CONCRETE CURB AND GUTTER JOINTING SHALL BE PLACED EVERY 10' OR CLOSER (6' MIN). IF CONCRETE PAVEMENT IS ADJACENT TO CONCRETE CURB, JOINTING IN THE PAVEMENT AND CURB SHALL ALIGN. ALL EXTERIOR CONCRETE SHALL HAVE A LIGHT BROOM FINISH UNLESS NOTED OTHERWISE. A UNIFORM COAT OF A HIGH SOLIDS CURING COMPOUND MEETING ASTM C309 SHOULD BE APPLIED TO ALL EXPOSED CONCRETE SURFACES. ALL CONCRETE IS TO BE CURED FOR 7 DAYS. EXTERIOR CONCRETE SHALL BE SEPARATED FROM BUILDINGS WITH CONTINUOUS 0.5 INCH FIBER EXPANSION JOINT AND/OR 0.25 INCH FIBER EXPANSION JOINT AT DECORATIVE PATTERN JOINTS.
I. ALL REINFORCING BARS SHALL BE ASTM A615 GRADE 60. THICKNESS OF CONCRETE COVER OVER REINFORCEMENT SHALL BE NOT LESS THAN 3" WHERE CONCRETE IS DEPOSITED AGAINST THE GROUND WITHOUT THE USE OF FORMS AND NOT LESS THAN 1.5" IN ALL OTHER LOCATIONS. ALL REINFORCING SHALL BE LAPPED 36 DIAMETERS FOR UP TO #6 BARS, 60 DIAMETERS FOR #7 TO #10 BARS OR AS NOTED ON THE DRAWINGS AND EXTENDED AROUND CORNERS WITH CORNER BARS. PLACING AND DETAILING OF STEEL REINFORCING AND REINFORCING SUPPORTS SHALL BE IN ACCORDANCE WITH CRSI AND ACI MANUAL AND STANDARD PRACTICES. THE REINFORCEMENT SHALL NOT BE PAINTED AND MUST BE FREE OF GREASE,OIL, DIRT OR DEEP RUST WHEN PLACED IN THE WORK. ALL WELDED WIRE FABRIC SHALL MEET THE REQUIREMENTS OF ASTM A 185. WELDED WIRE FABRIC SHALL BE PLACED 2" FROM TOP OF SLAB, UNLESS INDICATED OTHERWISE.
J. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO SAMPLE MATERIALS, PERFORM TESTS, AND SUBMIT TEST REPORTS DURING CONCRETE PLACEMENT. TESTS WILL BE PERFORMED ACCORDING TO ACI 301. CAST AND LABORATORY CURE ONE SET OF FOUR STANDARD CYLINDERS FOR EACH COMPOSITE SAMPLE FOR EACH DAY'S POUR OF EACH CONCRETE MIX EXCEEDING 5 CU. YD., BUT LESS THAN 25 CU. YD., PLUS ONE SET FOR EACH ADDITIONAL 50 CU. YD. OR FRACTION THEREOF. PERFORM SLUMP AND COMPRESSIVE-STRENGTH TESTS ACCORDING TO ASTM C 39. TEST TWO SPECIMENS AT 7 DAYS AND TWO SPECIMENS AT 28 DAYS. PERFORM SLUMP TESTING ACCORDING TO ASTM C 143. PROVIDE ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIX. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.
K. PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. IN HOT, DRY, AND WINDY WEATHER, APPLY AN EVAPORATION-CONTROL COMPOUND ACCORDING TO MANUFACTURER'S INSTRUCTIONS AFTER SCREEDING AND BULL FLOATING, BUT BEFORE POWER FLOATING AND TROWELLING.
L. LIMIT MAXIMUM WATER-CEMENTITOUS RATIO OF CONCRETE EXPOSED TO FREEZING, THAWING AND DEICING SALTS TO 0.45.
M. TEST RESULTS WILL BE REPORTED IN WRITING TO THE DESIGN ENGINEER, READY-MIX PRODUCER, AND CONTRACTOR WITHIN 24 HOURS AFTER TESTS. REPORTS OF COMPRESSIVE STRENGTH TESTS SHALL CONTAIN THE PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING SERVICE, CONCRETE TYPE AND CLASS, LOCATION OF CONCRETE BATCH IN STRUCTURE, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIX PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR BOTH 7-DAY TESTS AND 28-DAY TESTS.

32 30 00 LANDSCAPING AND SITE STABILIZATION

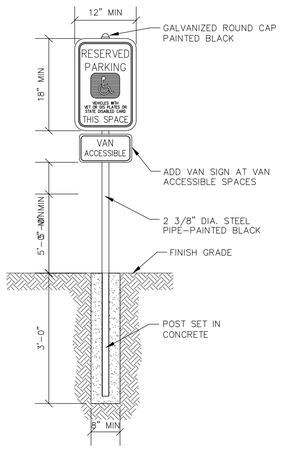
A. TOPSOIL: CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF TOPSOIL FOR ALL DISTURBED OPEN AREAS. REUSE SURFACE SOIL STOCKPILED ON SITE AND SUPPLEMENT WITH IMPORTED OR MANUFACTURED TOPSOIL FROM OFF SITE SOURCES WHEN QUANTITIES ARE INSUFFICIENT. EXCAVATOR SHALL BE RESPONSIBLE FOR ROUGH PLACEMENT OF TOPSOIL TO WITHIN 1" OF FINAL GRADE PRIOR TO LANDSCAPER FINAL GRADING. LANDSCAPER TO PROVIDE PULVERIZING AND FINAL GRADING OF TOPSOIL. PROVIDE SOIL ANALYSIS BY A QUALIFIED SOIL TESTING LABORATORY AS REQUIRED TO VERIFY THE SUITABILITY OF SOIL TO BE USED AS TOPSOIL AND TO DETERMINE THE NECESSARY SOIL AMENDMENTS. TEST SOIL FOR PRESENCE OF ATRAZINE AND INFORM EXCEL ENGINEERING, INC. IF PRESENT PRIOR TO BIDDING PROJECT. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 8, CONTAIN A MINIMUM OF 5 PERCENT ORGANIC MATERIAL CONTENT, AND SHALL BE FREE OF STONES 1 INCH OR LARGER IN DIAMETER. ALL MATERIALS HARMFUL TO PLANT GROWTH SHALL ALSO BE REMOVED.
   TOPSOIL INSTALLATION: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES AND REMOVE STONES LARGER THAN 1" IN DIAMETER. ALSO REMOVE ANY STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND DISPOSE OF THEM OFF THE PROPERTY. SPREAD TOPSOIL TO A DEPTH OF 6" BUT NOT LESS THAN WHAT IS REQUIRED TO MEET FINISHED GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD TOPSOIL IF SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET. GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN 0.05 FEET OF FINISHED GRADE ELEVATION.
B. SEEDED LAWNS:
   1. PERMANENT LAWN AREAS SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 65% KENTUCKY BLUEGRASS BLEND (2.0-2.6 LBS./1,000 S.F.), 20% PERENNIAL RYEGRASS (0.6-0.8 LBS./1,000 S.F.), 15% FINE FESCUE (0.4-0.6 LBS/1,000 S.F.). STRAW AND MULCH SHALL BE LAID AT 100LBS/1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS/1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. ALL SITE DISTURBED AREAS NOT DESIGNATED FOR OTHER LANDSCAPING AND SITE STABILIZATION METHODS SHALL BE SEEDED AS PERMANENT LAWN. NO BARE TOPSOIL SHALL BE LEFT ONSITE. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
   2. ALL PERMANENT AND TEMPORARY STORM WATER CONVEYANCE SWALE BOTTOMS AND SIDE SLOPES AS WELL AS STORMWATER MANAGEMENT BASIN BOTTOMS AND SIDE SLOPES SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 45% KENTUCKY BLUEGRASS (0.60 LBS./1000 S.F.), 40% CREEPING RED FESCUE (0.50 LBS./1,000 S.F.), AND 15% PERENNIAL RYEGRASS (0.20 LBS./1,000 S.F.). FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
   3. ALL TEMPORARY SEEDING SHALL CONSIST OF THE FOLLOWING MIXTURE: 100% RYEGRASS AT 1.9 LBS./1,000 S.F. STRAW AND MULCH SHALL BE LAID AT 100 LBS./1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.

C. SEEDED LAWN MAINTENANCE: CONTRACTOR TO PROVIDE MAINTENANCE OF ALL LANDSCAPING FOR A PERIOD OF 90 DAYS FROM THE DATE OF INSTALLATION. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF GRASS SHOULD BE ESTABLISHED FREE OF WEEDS AND SURFACE IRREGULARITIES. LAWN COVERAGE SHOULD EXCEED 90% AND BARE SPOTS SHOULD NOT EXCEED 5"X5". CONTRACTOR SHOULD REESTABLISH LAWNS THAT DO NOT COMPLY WITH THESE REQUIREMENTS AND CONTINUE MAINTENANCE UNTIL LAWNS ARE SATISFACTORY.
D. EROSION MATTING: CONTRACTOR TO PROVIDE EROSION CONTROL MATTING (NORTH AMERICAN GREEN S150) OR EQUIVALENT ON ALL SLOPES THAT ARE 4:1 AND GREATER OUTSIDE OF STORMWATER CONVEYANCE SWALES AND STORMWATER MANAGEMENT BASINS.
E. TREES AND SHRUBS: FURNISH NURSERY-GROWN TREES AND SHRUBS WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAP



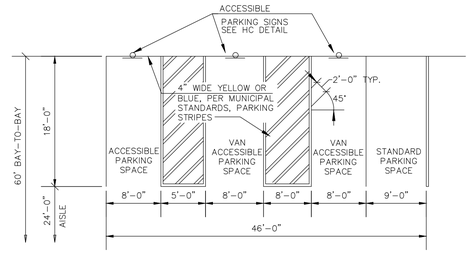
CURB RAMP DETAIL

NO SCALE



HANDICAP SIGNAGE WITH CONCRETE BASE DETAIL

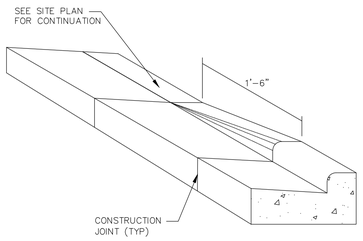
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STANDARD & VAN ACCESSIBLE PARKING STALL STRIPING

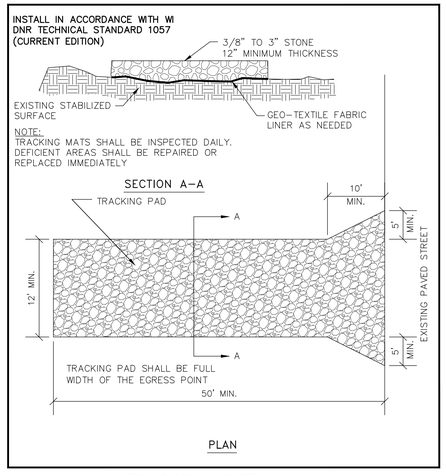
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SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



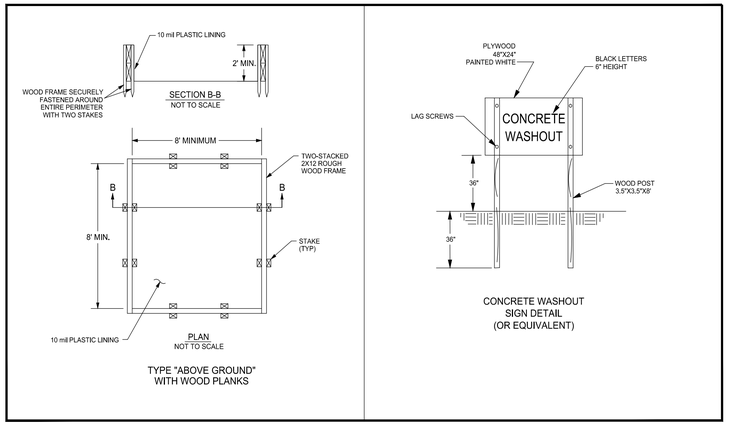
CURB TAPER DETAIL

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TRACKPAD DETAILS

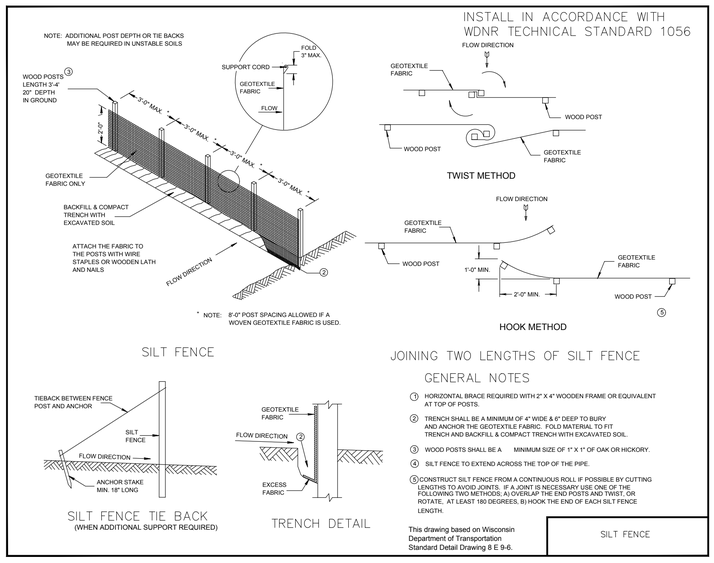
NO SCALE



CONTRACTOR TO ADHERE TO NYS STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (BLUE BOOK) DATED NOVEMBER 2016

CONCRETE WASHOUT DETAIL

NO SCALE



SILT FENCE – INSTALLATION DETAIL

NO SCALE

CIVIL DETAILS

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PROJECT INFORMATION

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
NOV. 1, 2021

NOT FOR CONSTRUCTION

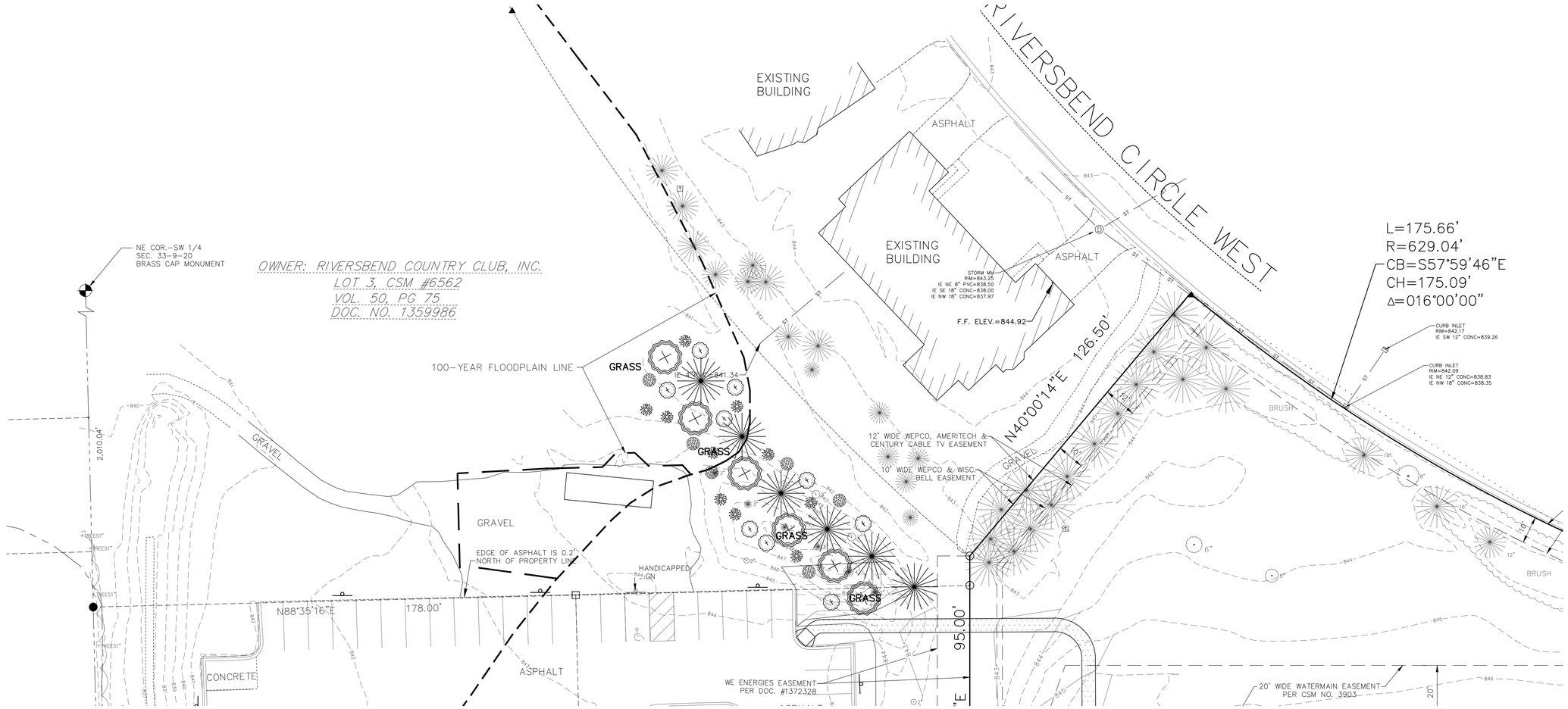
JOB NUMBER
2142200

SHEET NUMBER
C2.0

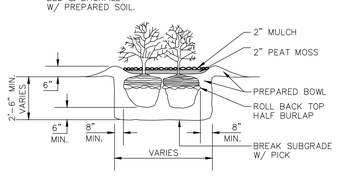
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EROSION MATTING LOCATION

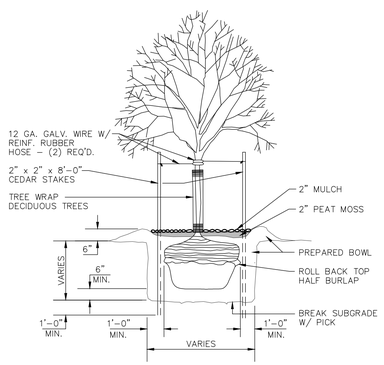
SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



NOTE:
FOR MASS PLANTINGS EXCAVATE ENTIRE BED & BACKFILL W/ PREPARED SOIL.



SHRUB PLANTING DETAIL
NO SCALE



TREE PLANTING DETAIL
NO SCALE

LANDSCAPING PLANTING SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	QUANTITY
	EVERGREEN TREES			
	Arborvitae - Nigra	Thuja occidentalis 'Nigra'	2'	9
	Austrian Pine	Pinus nigra	4'	6
	Colorado Spruce	Picea pungens	4'	6
	DECIDUOUS SHRUBS			
	Ginkgo Goldspire	Blagon	3 qt	10
	EVERGREEN SHRUBS			
	Arborvitae Sunkist	Thuja occidentalis 'Sunkist'	24"	6

NORTH
1"= 20' SCALE
20' 0 20' 40' FEET

LANDSCAPE AND RESTORATION PLAN

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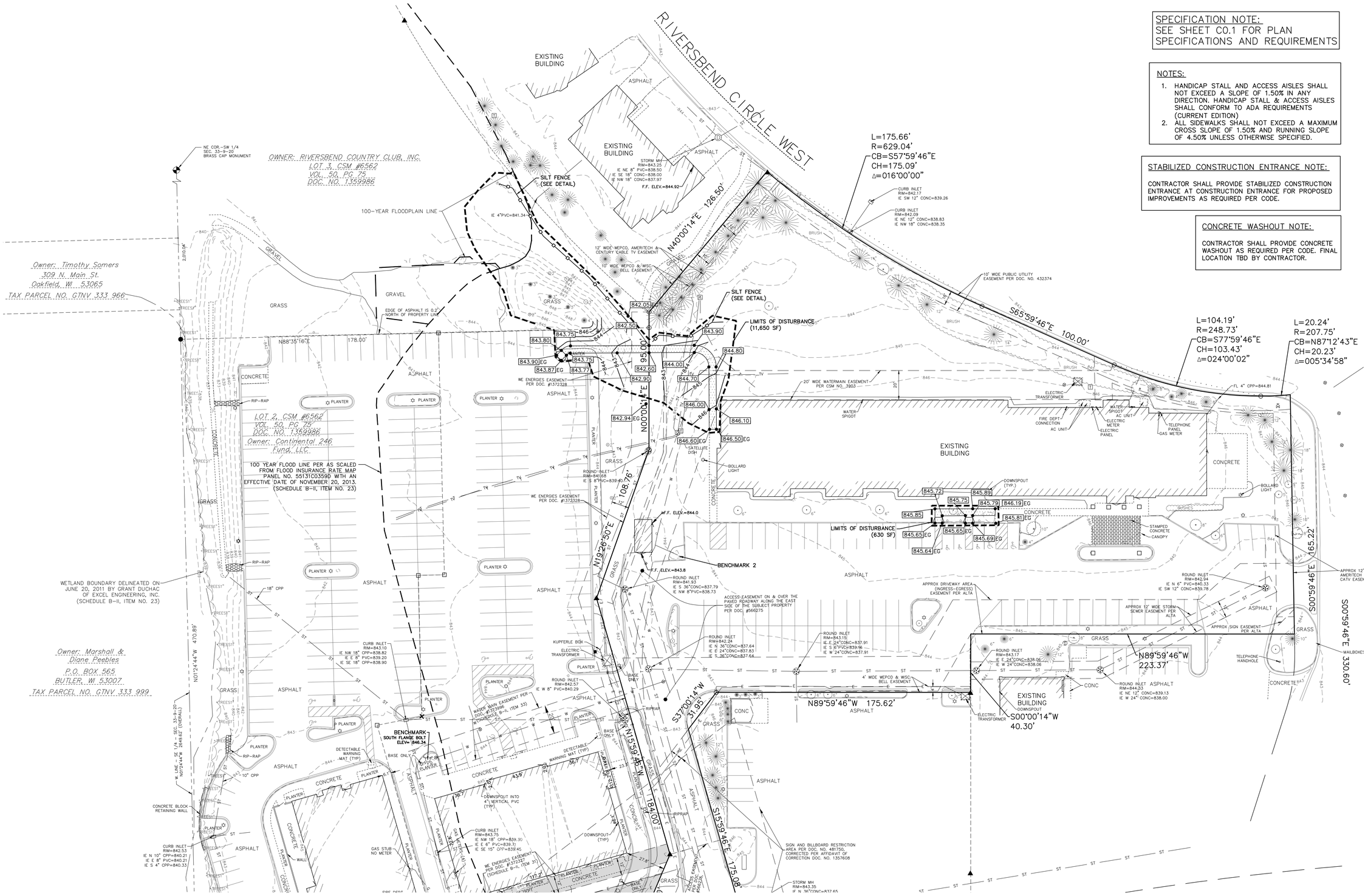
PRELIMINARY DATES
NOV. 1, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2142200

SHEET NUMBER
C1.3

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SPECIFICATION NOTE:

SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

NOTES:

1. HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

NORTH

1"= 30' SCALE 30' 0 30' 60' FEET

CIVIL GRADING AND EROSION CONTROL PLAN

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ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
NOV. 1, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2142200

SHEET NUMBER
C1.2

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SITE INFORMATION:

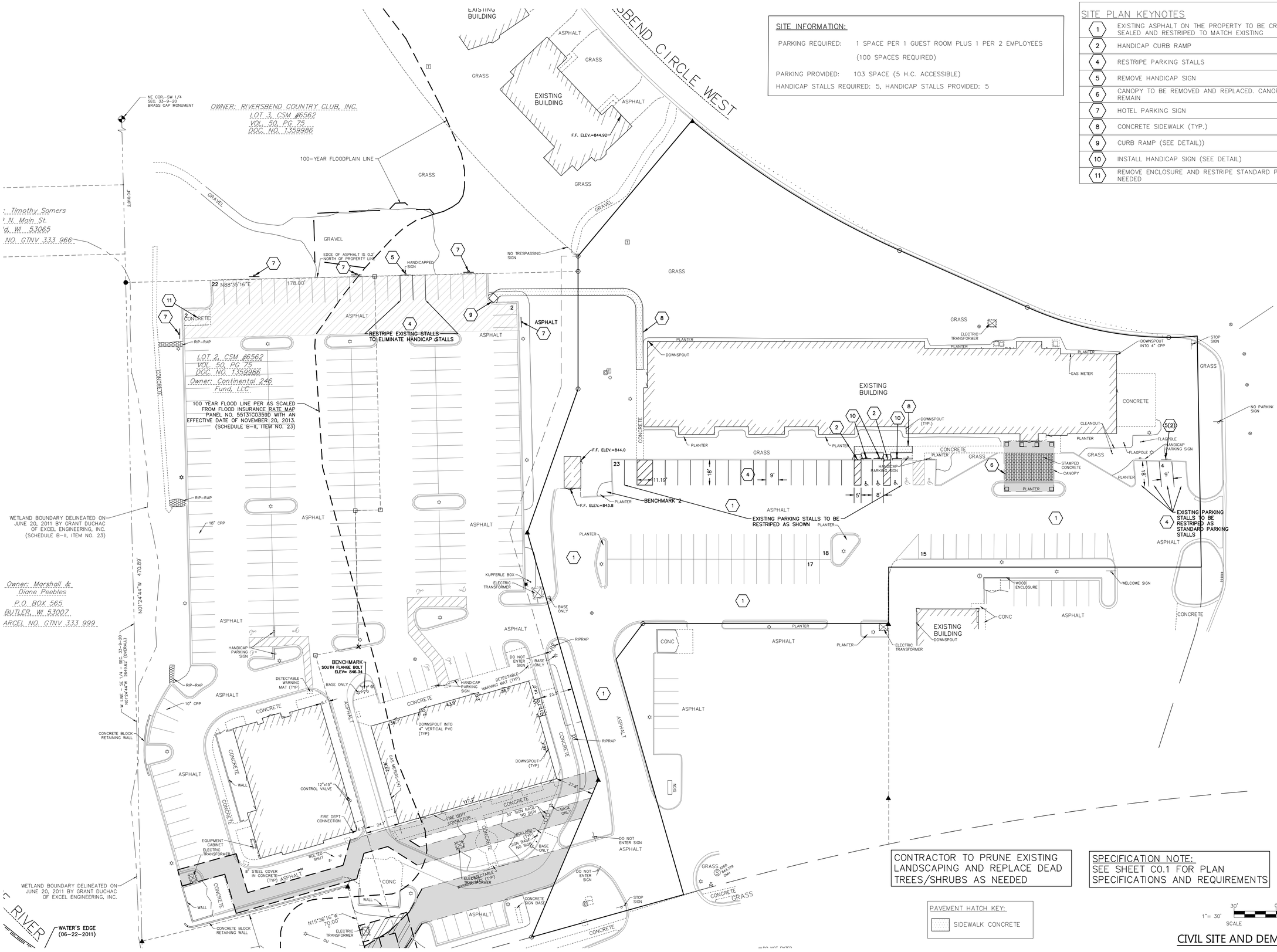
PARKING REQUIRED: 1 SPACE PER 1 GUEST ROOM PLUS 1 PER 2 EMPLOYEES (100 SPACES REQUIRED)

PARKING PROVIDED: 103 SPACE (5 H.C. ACCESSIBLE)

HANDICAP STALLS REQUIRED: 5, HANDICAP STALLS PROVIDED: 5

SITE PLAN KEYNOTES

1	EXISTING ASPHALT ON THE PROPERTY TO BE CRACK FILLED AND SEALED AND RESTRIPED TO MATCH EXISTING
2	HANDICAP CURB RAMP
4	RESTRIPE PARKING STALLS
5	REMOVE HANDICAP SIGN
6	CANOPY TO BE REMOVED AND REPLACED. CANOPY COLUMNS TO REMAIN
7	HOTEL PARKING SIGN
8	CONCRETE SIDEWALK (TYP.)
9	CURB RAMP (SEE DETAIL))
10	INSTALL HANDICAP SIGN (SEE DETAIL)
11	REMOVE ENCLOSURE AND RESTRIPE STANDARD PARKING STALL IF NEEDED



CONTRACTOR TO PRUNE EXISTING LANDSCAPING AND REPLACE DEAD TREES/SHRUBS AS NEEDED

PAVEMENT HATCH KEY:
SIDEWALK CONCRETE

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

NORTH

1"= 30' SCALE 30' 0 30' 60' FEET

CIVIL SITE AND DEMOLITION PLAN

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a **Better Plan**
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

PROJECT INFORMATION

GENERAL DEVELOPMENT PLAN FOR:
ODYSSEY HOTELS
RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
JULY 19, 2021
NOV. 1, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2142200

SHEET NUMBER
C1.1

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NO.	ISSUE	DATE

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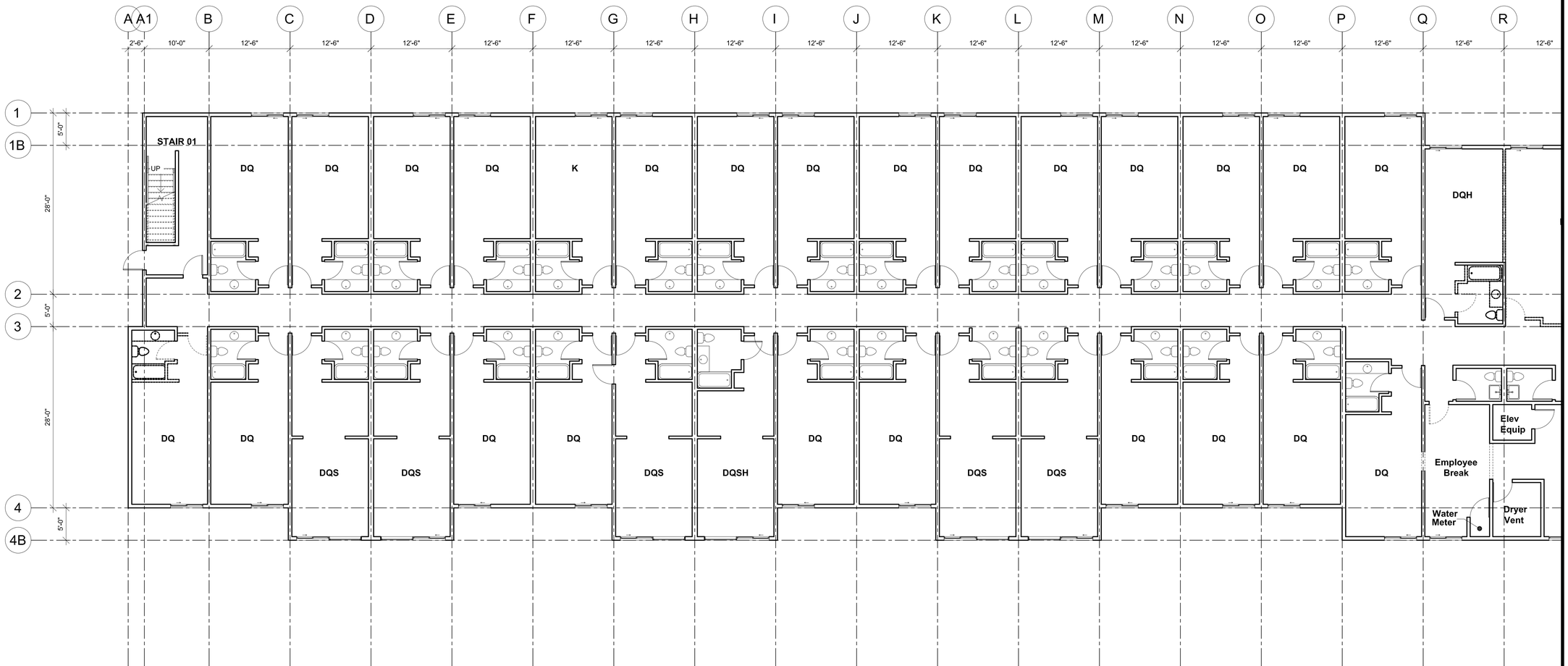
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Sheet Information	
Date	10-04-21
Job Number	20-006
Scale	AS NOTED
Drawn	SVK
Checked	SVK
Approved	SVK

Sheet

A-000a



1 FIRST FLOOR DEMOLITION PLAN

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE THE SOLE RESPONSIBILITY OF THE CONTRACTORS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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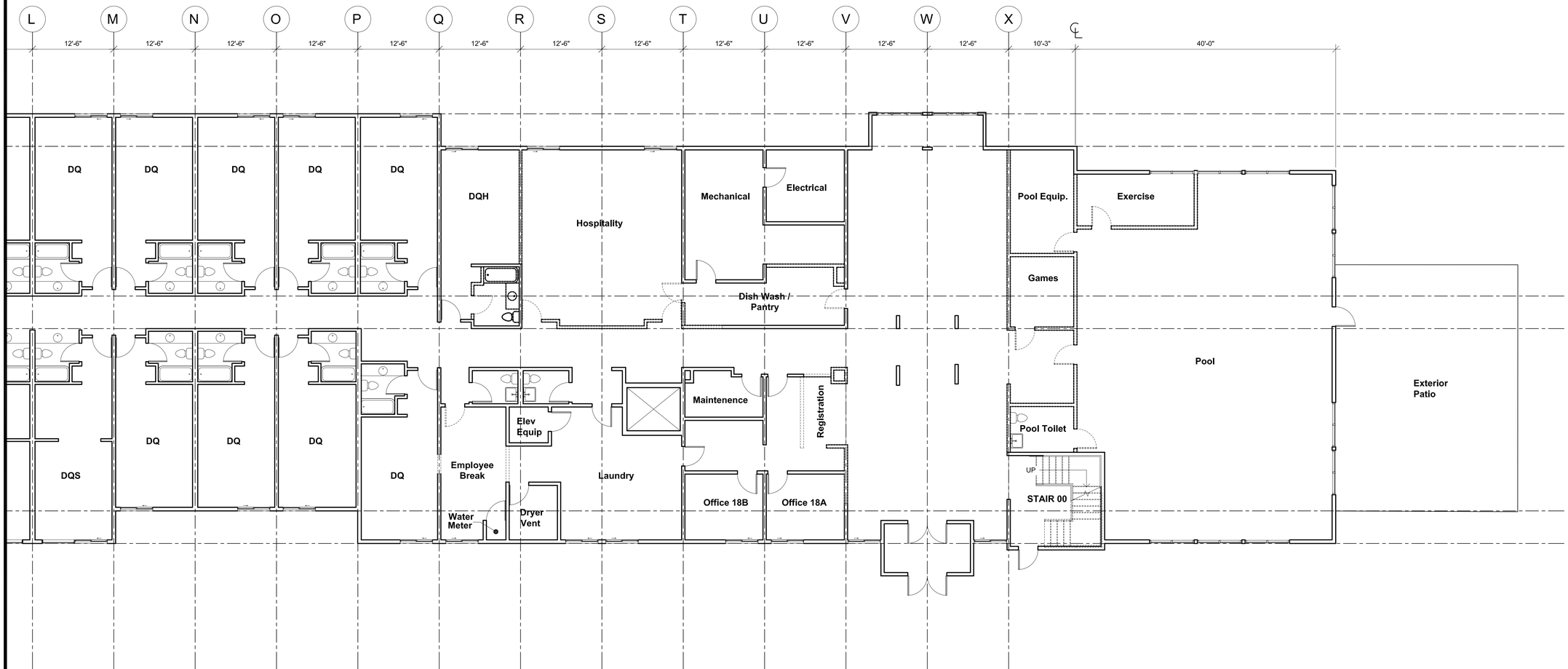
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FIRST FLOOR
DEMOLITION PLAN

Sheet Information	
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Scale	AS NOTED
Drawn	SVK
Checked	SVK
Approved	SVK

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A-101a



1 **FIRST FLOOR DEMOLITION PLAN**

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ITS ASSUME NO RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS, DEMANDS AND LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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FIRST FLOOR DEMOLITION PLAN

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Checked	SVK
Approved	SVK

Sheet

A-101b

1 **FIRST FLOOR PROPOSED PLAN**

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE THE SOLE RESPONSIBILITY OF THE CONTRACTORS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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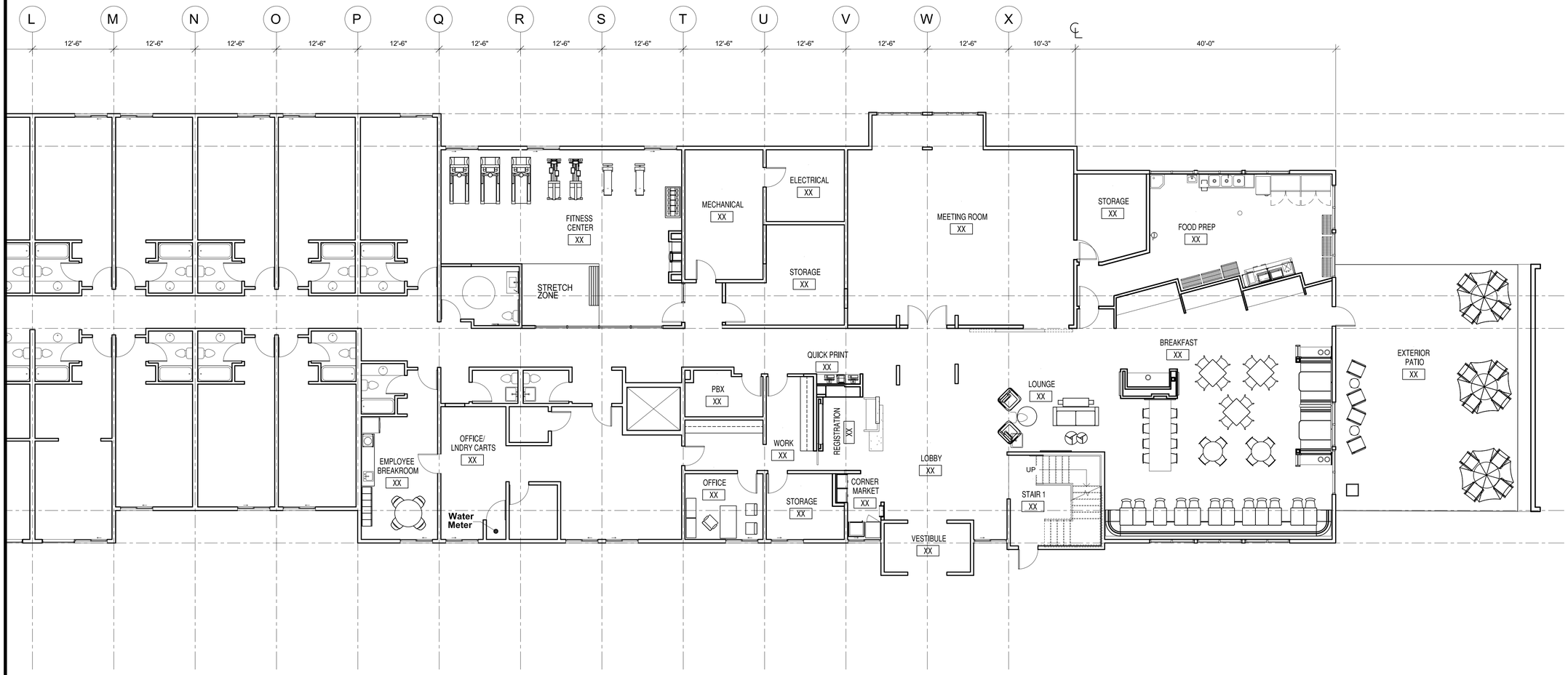
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FIRST FLOOR
PROPOSED PLAN

Sheet Information	
Date	09-17-21
Job Number	20-006
Scale	AS NOTED
Drawn	SVK
Checked	SVK
Approved	SVK

Sheet

A-101c



1 **FIRST FLOOR PROPOSED PLAN**
Scale: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN 'STUDIO 78' ARE BEYOND ITS CONTROL AND ARE SOLELY RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS 'STUDIO 78' AGAINST ALL LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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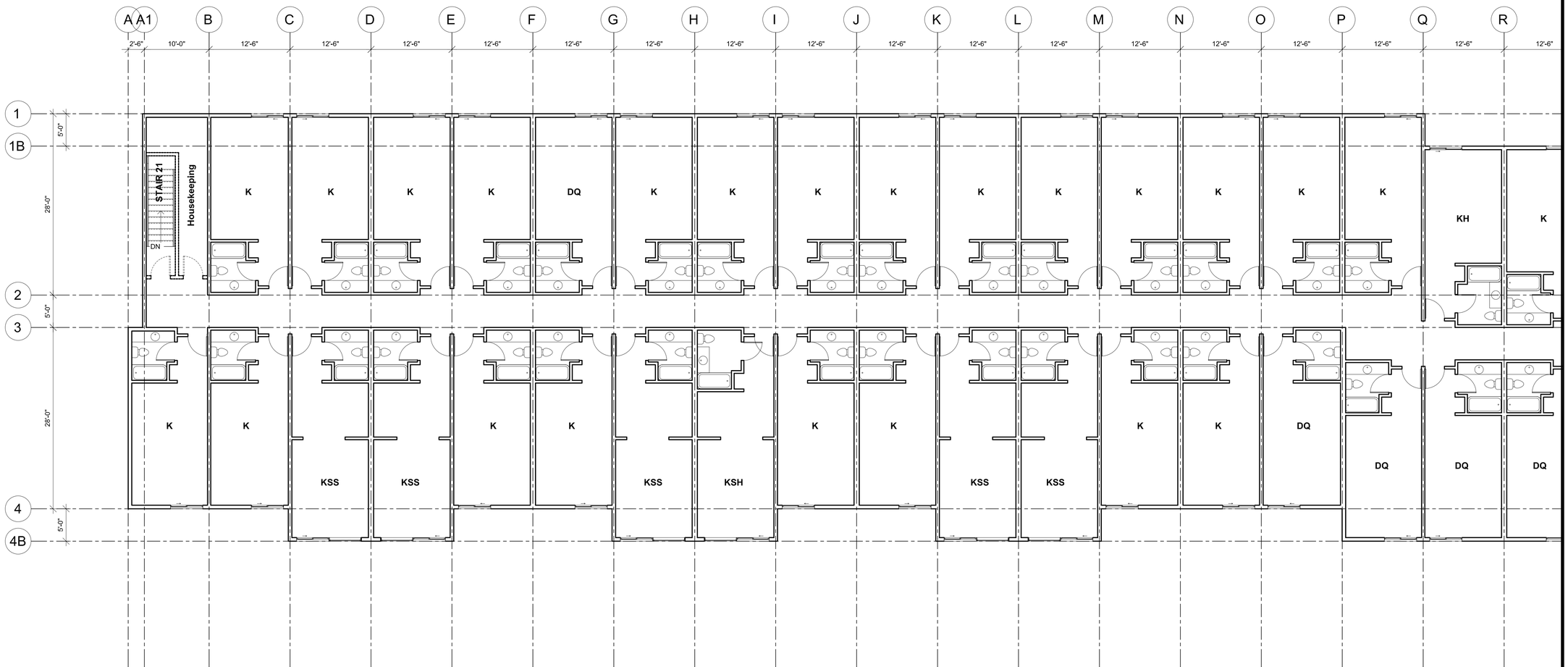
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Date	09-17-21
Job Number	20-006
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Drawn	SVK
Checked	SVK
Approved	SVK

Sheet

A-101d

Progress Printing - 09-17-21



1 **SECOND FLOOR DEMOLITION PLAN**

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE THE SOLE RESPONSIBILITY OF THE CONTRACTORS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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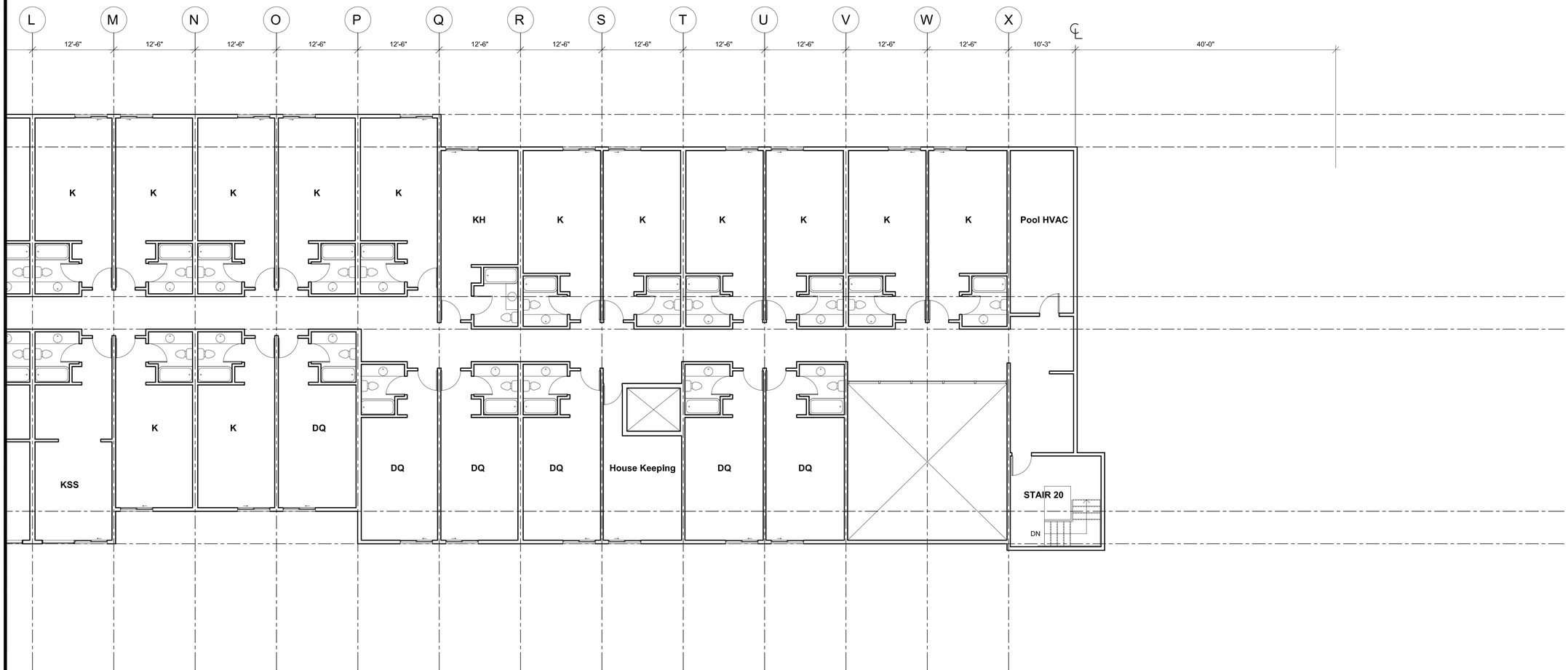
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SECOND FLOOR
DEMOLITION PLAN

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Date	09-17-21
Job Number	20-006
Scale	AS NOTED
Drawn	SVK
Checked	SVK
Approved	SVK

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A-102a



1 SECOND FLOOR DEMOLITION PLAN

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE CONSTRUED TO RELIEVE STUDIO 78 OF ALL LIABILITIES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 FROM ANY AND ALL CLAIMS OF LOSS, LIABILITIES OR EXPENSES FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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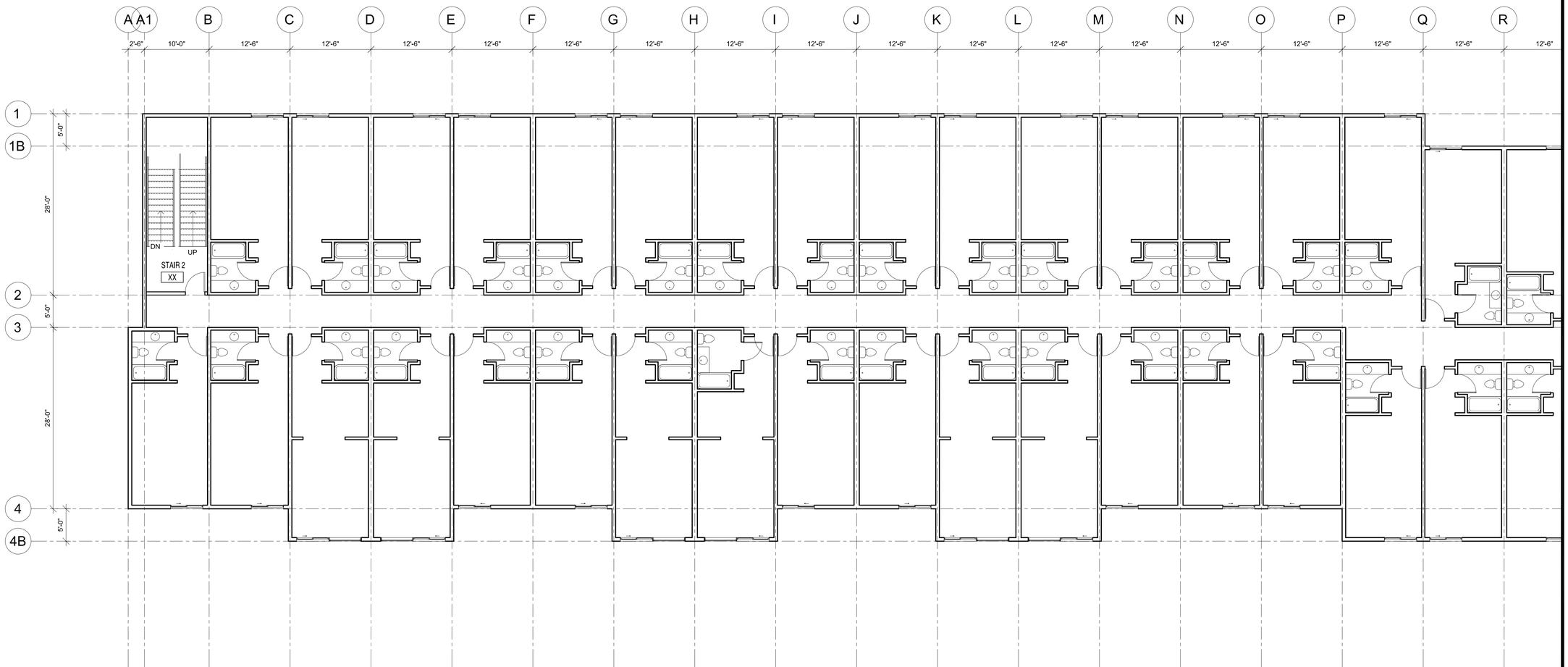
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SECOND FLOOR DEMOLITION PLAN

Sheet Information	
Date	09-17-21
Job Number	20-006
Scale	AS NOTED
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A-102b



1 SECOND FLOOR PROPOSED PLAN

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

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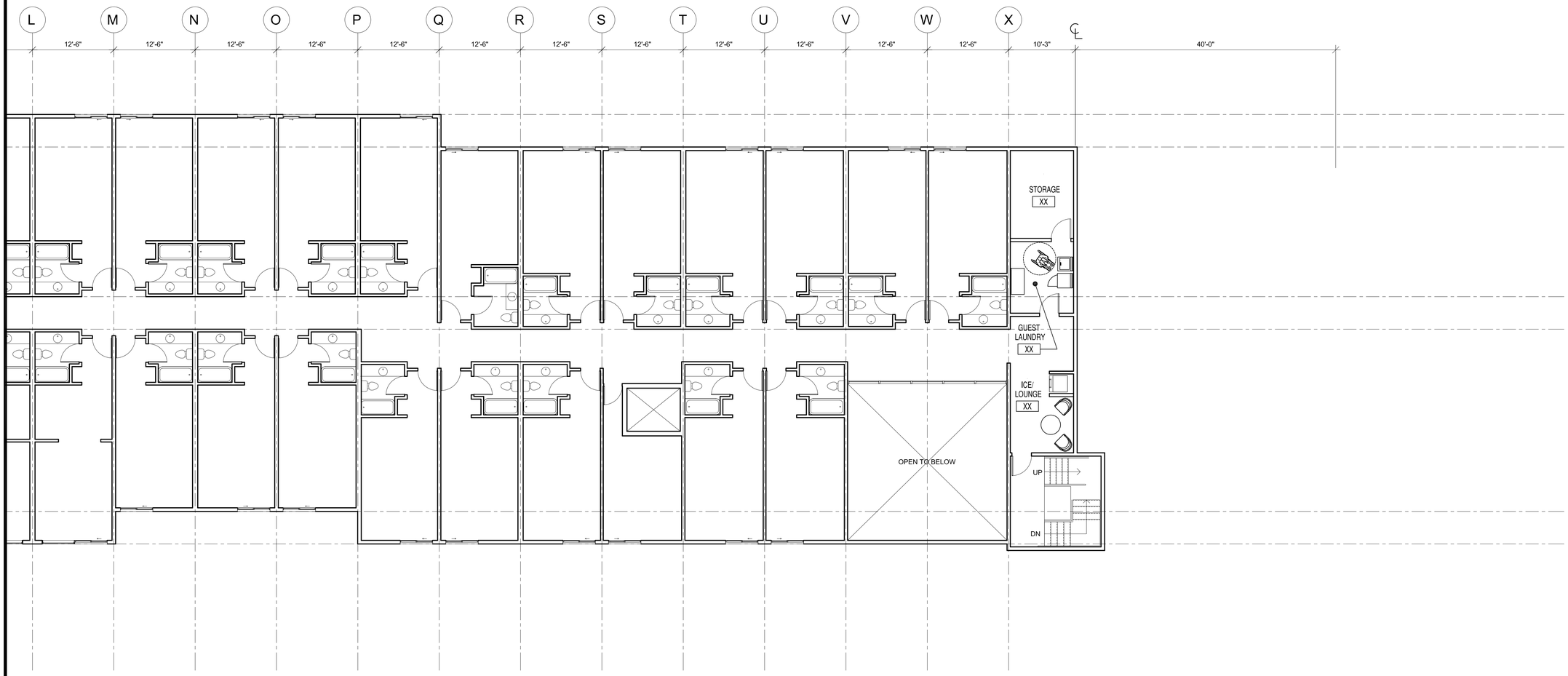
SECOND FLOOR
PROPOSED PLAN

Sheet Information	
Date	09-17-21
Job Number	20-006
Scale	AS NOTED
Drawn	SVK
Checked	SVK
Approved	SVK

Sheet

A-102c

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND USE SHALL BE SOLELY AT THE USER'S RISK. USER WAIVES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 **SECOND FLOOR PROPOSED PLAN**
Scale: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE SOLELY RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR LIABILITIES ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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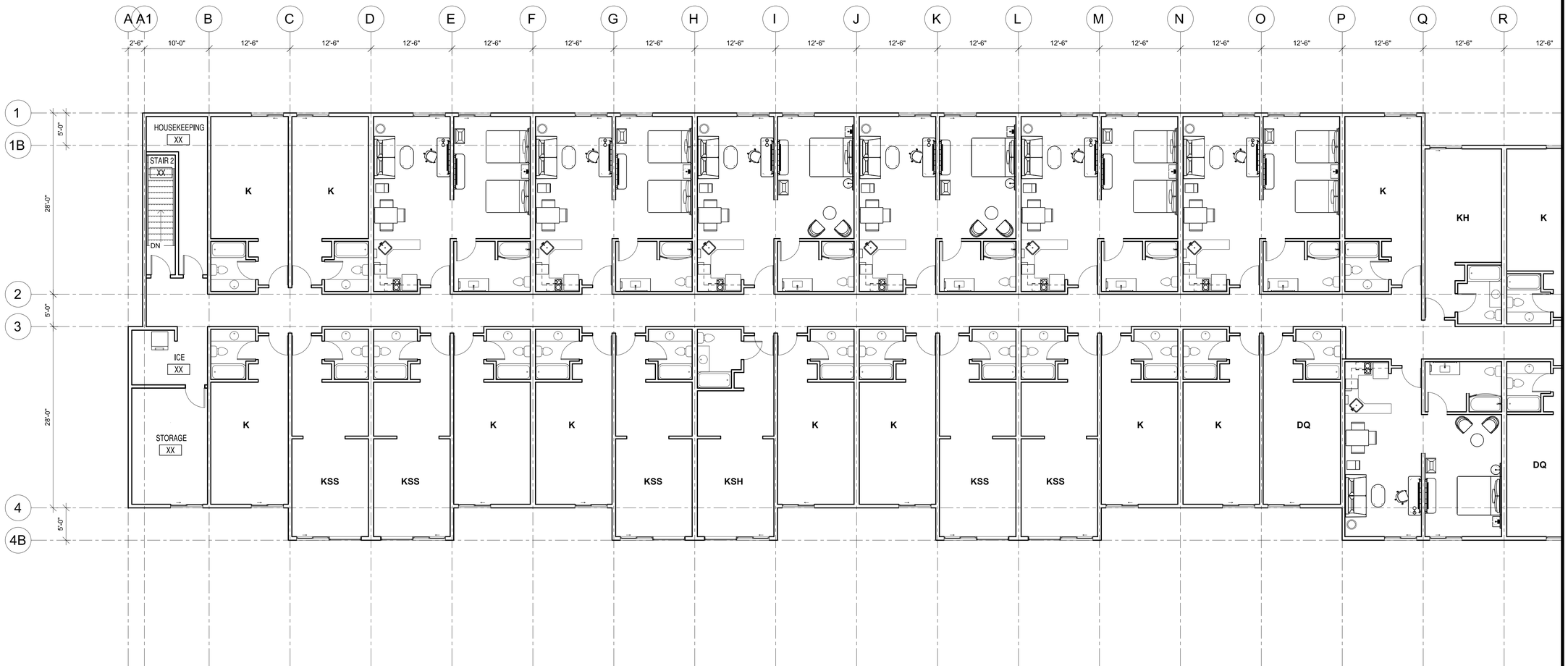
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Sheet Information	
Date	09-17-21
Job Number	20-006
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A-102d



1 THIRD FLOOR PROPOSED PLAN

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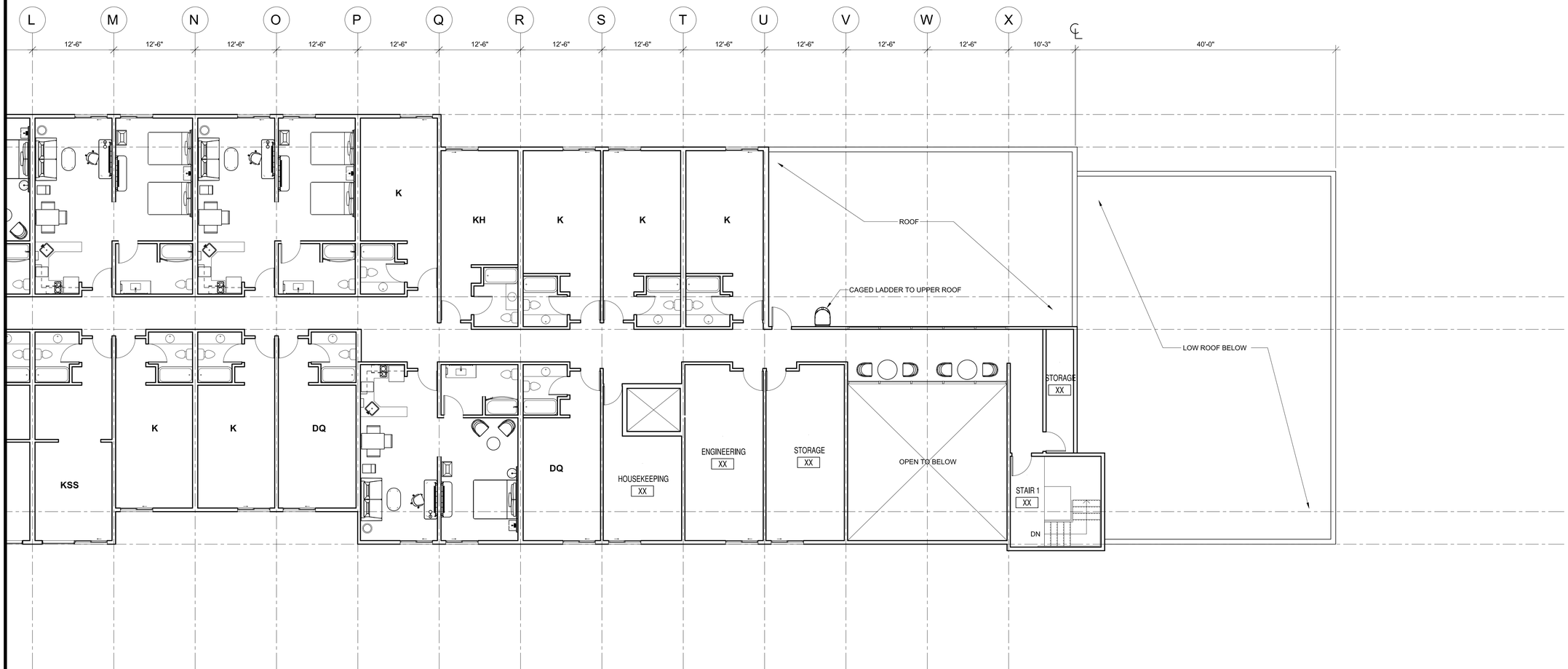
THIRD FLOOR
PROPOSED PLAN

Sheet Information	
Date	09-17-21
Job Number	20-006
Scale	AS NOTED
Drawn	SVK
Checked	SVK
Approved	SVK

Sheet

A-103a

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND USE SHALL BE SOLELY AT THE RISK OF OTHERS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



1 **THIRD FLOOR PROPOSED PLAN**

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND SHALL BE SOLELY RESPONSIBLE FOR ALL RISKS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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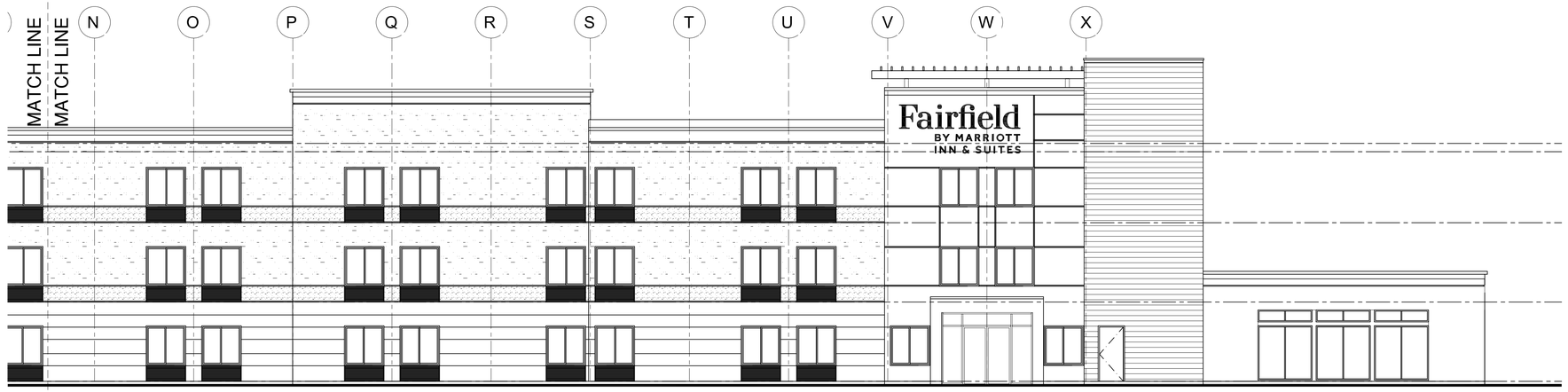
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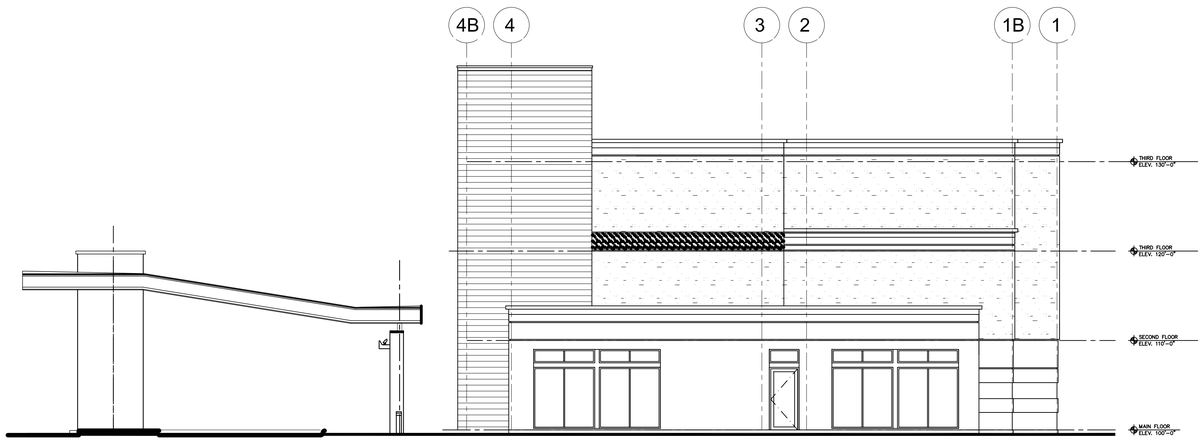
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A-103b





1 **REAR ELEVATION - PROPOSED**
SCALE: 1/8" = 1'-0"



2 **NORTH ELEVATION - PROPOSED**
SCALE: 1/8" = 1'-0"

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE SOLELY THE RESPONSIBILITY OF SUCH PARTIES AND DO HEREBY WAIVE ANY CLAIMS AGAINST STUDIO 78 AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 FROM ANY LIABILITY, CLAIMS OR LAWSUITS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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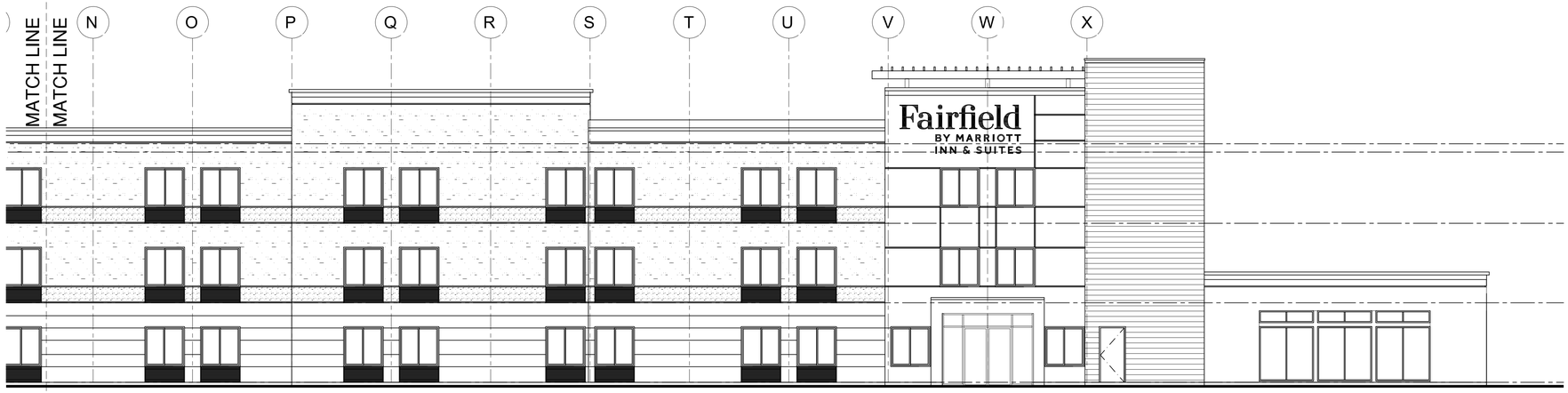
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EXTERIOR ELEVATIONS

Sheet Information	
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Job Number	20-006
Scale	AS NOTED
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A-212

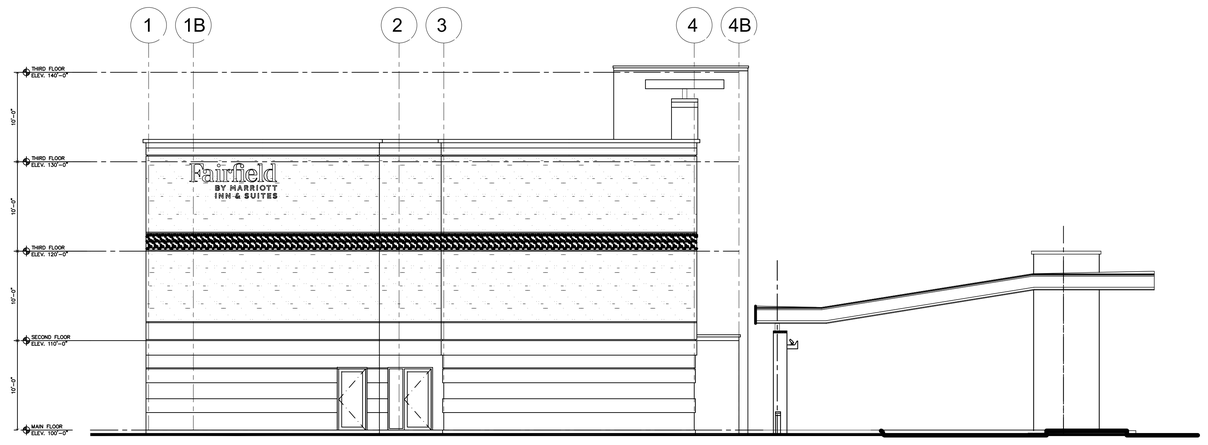
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2 FRONT ELEVATION - PROPOSED

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



1 SOUTH ELEVATION - PROPOSED

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

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE THE RESPONSIBILITY OF THE SUBSEQUENT OWNERS AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 FROM ALL CLAIMS, SUITS, COSTS, AND LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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EXTERIOR ELEVATIONS

Sheet Information	
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A-211

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ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND THE OWNER SHOULD ASSUME RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTION ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ARE SOLELY THE RESPONSIBILITY OF THOSE PERFORMING THEM AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR LOSS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.

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A-000c

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ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND USER SHALL ASSUME ALL RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OF LIABILITY ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



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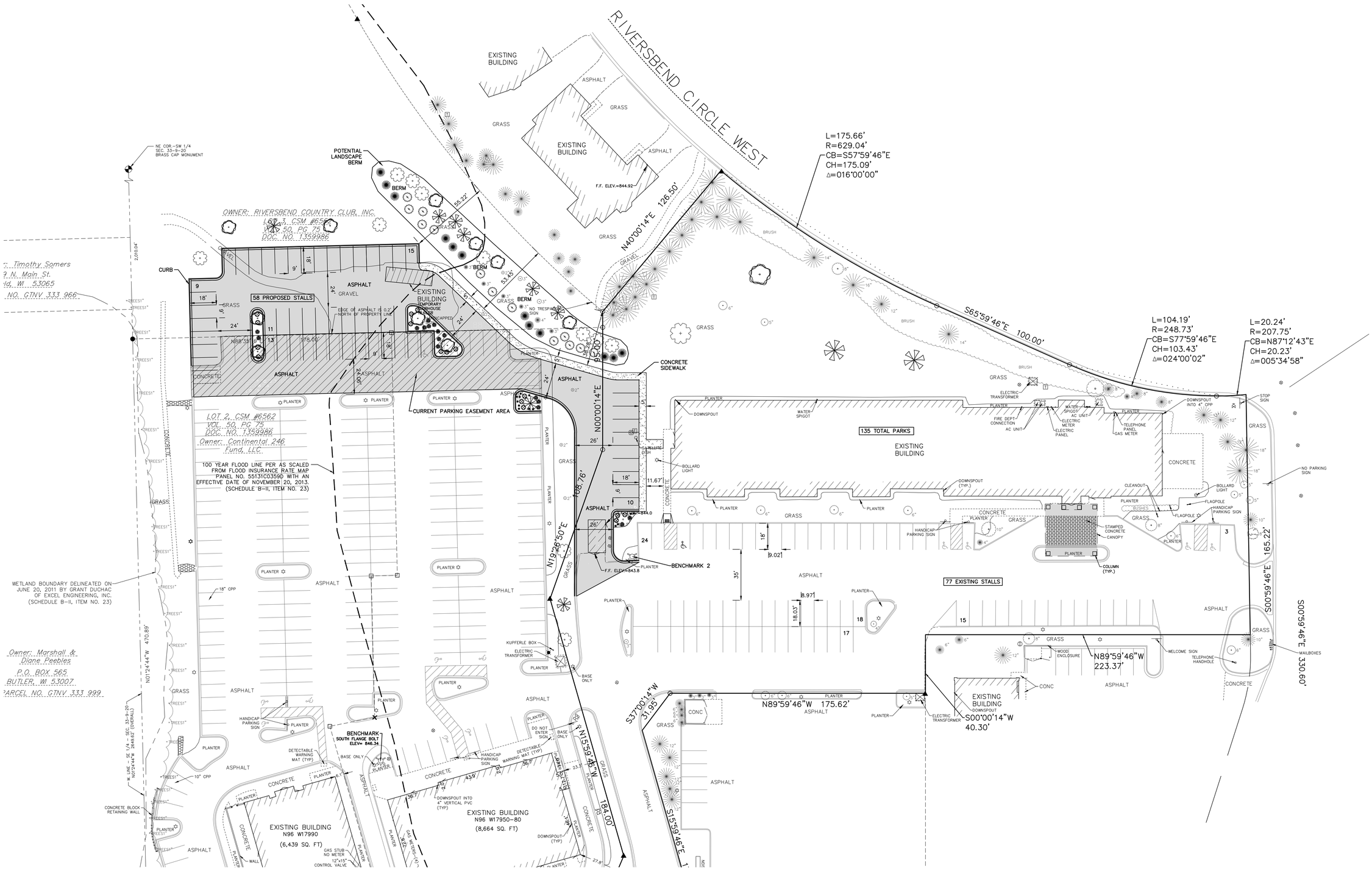
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ALTERATIONS BY PARTIES OTHER THAN STUDIO 78 ARE BEYOND ITS CONTROL AND ASSUMES NO RESPONSIBILITY FOR SUCH CHANGES AND FURTHER AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS STUDIO 78 AGAINST ALL CLAIMS OR ACTIONS ARISING FROM ALTERATION OR DEVIATION FROM THESE DOCUMENTS.



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PROJECT INFORMATION

PROJECT NUMBER 1637520

GENERAL DEVELOPMENT PLAN FOR:

ODYSSEY HOTELS

RIVERSBEND LA • GERMANTOWN, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

□□□□□□ □, 20□□

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SHEET INFORMATION

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May 23, 2014 8:30 AM
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WASHINGTON COUNTY, WISCONSIN

Recording Fee Paid: $30.00

Recording Area 37

Name and Return Address

Continental Properties Company, Inc.
Attn: Legal Department
W134N8675 Executive Parkway
Menomonee Falls, WI 53051

Part of GTNV 333-965

Parcel Identification Number (PIN)

Drafted By:
Continental Properties Company, Inc.
W134N8675 Executive Parkway
Menomonee Falls, WI 53051
Joshua Gunn

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (hereinafter "**REA**"), is made and declared as of this 22 day of May, 2014, by CONTINENTAL 246 FUND LLC, a Wisconsin limited liability company ("**Continental**") and RIVERSBEND COUNTRY CLUB, INC., a Wisconsin corporation ("**Riversbend**").

WITNESSETH:

WHEREAS, Continental is the owner in fee simple of the land located in the Village of Germantown, Washington County, Wisconsin and more particularly described on Exhibit A attached hereto ("**East Property**") and depicted on the Site Plan attached hereto as Exhibit D (the "**Site Plan**");

WHEREAS, Continental is the owner in fee simple of the land located in the Village of Germantown, Washington County, Wisconsin and more particularly described on Exhibit B attached hereto ("**West Property**") and depicted on the Site Plan;

WHEREAS, Riversbend is the owner in fee simple of the land located in the Village of Germantown, Washington County, Wisconsin and more particularly described on Exhibit C attached hereto ("**Riversbend Property**"; the East Property, the West Property and the Riversbend Property are sometimes collectively referred to herein as the "**Shopping Center**") and depicted on the Site Plan; and

WHEREAS; the parties desire to make integrated use of the East Property, the West Property and the Riversbend Property to develop and operate the properties substantially in accordance with the Site Plan and this REA, and to establish certain covenants, conditions and restrictions relating to their development and operation.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and declarations, as hereinafter set forth, it is agreed and declared as follows:

ARTICLE I
DEFINITIONS

As used hereinafter in this REA, the following terms shall have the following respective meanings:

1.1 "**Building**" shall mean any enclosed structure placed, constructed or located on a Parcel.

1.2 "**Building Area**" shall mean those areas of the East Property, West Property and the Riversbend Property which are designated as such on the Site Plan and within which a Building may be constructed, placed or located.

1.3 "**Claims**" shall mean claims, losses, liabilities, actions, proceedings, costs and expenses (including reasonable attorneys' fees and cost of suit actually incurred).

1.4 "**Common Areas**" shall mean all portions of the East Property and West Property not shown as Building Areas and those portions of the Building Areas upon which buildings are not constructed. Common Areas shall not include Outdoor Seating Areas (as defined in Section 4.2).

1.5 "**Common Area Improvements**" refers to the Permanent Access Drives, roads, streets, drives, passageways, sidewalks, landscape areas, drainage facilities, lighting facilities and parking and service areas serving the Parcels, directional and parking signs, all monument or pylon signs serving the Parcels and any other improvements designated for the common use of occupants of the Parcels. Common Area Improvements shall not include appurtenant building canopies, building supports, loading docks, truck ramps, dumpster and enclosures or any other outward extensions of a Building which are not intended for the common use of occupants of the Parcels.

1.6 "**Common Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to more than one (1) of the Parcels. The Shared Detention Ponds shall be deemed to be a Common Utility Line.

1.7 "**Effective Date**" means the first date written above.

1.8 "**Floor Area**" refers to and means with respect to any Building within the Shopping Center, whether or not actually occupied, the actual number of square feet of floor space within the exterior walls of all floors, measured to the center lines of all common walls or to the exterior of all non-common walls, including stairs, interior elevators, escalators, air conditioning and other interior equipment rooms; but excluding: (i) unenclosed loading docks and platforms, transformer vaults, utility or mechanical penthouses or utility enclosures located outside of the exterior walls of the building serviced thereby; (ii) patio or outside selling areas or Outdoor Seating Areas; (iii) any mezzanine space or basement space not used for retail sales. Upon written request from a Party (as hereinafter defined), each Party shall deliver to the requesting Party a certification from an architect duly licensed in the State of Wisconsin certifying the exact Floor Area of all Buildings on the requested Party's Parcel; provided however that after construction of the Building(s) on a Party's Parcel only one such certification shall be permitted until new Buildings are constructed on such Parcel. If any Party causes an as-built survey to be prepared with respect to any portion of the Shopping Center, such Party shall furnish a copy of the survey to the other Parties for informational purposes only.

1.9 "**Force Majeure**" shall mean any accident, breakage, war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, installation, wear, use, repairs, renewal, improvements, alterations, 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 such Party or its agents or contractors, as applicable.

1.10 "**Indemnify**" shall mean indemnify, protect, hold harmless and defend with counsel designated by the insurer charged with the obligation to defend (or if no insurer is involved, with counsel reasonably acceptable to the Person being defended).

1.11 "**Interest Rate**" means the rate of three percent (3%) per annum over the then existing prime rate of interest per annum ad defined in The Wall Street Journal or its successor (but in no event exceeding the maximum rate permitted by law).

1.12 "**Laws**" shall mean and include all then applicable laws, rules, regulations, orders, ordinances, statutes and other requirements of all federal, state, county and municipal authorities having jurisdiction over the Parcels.

1.13 "**Mortgagee**" refers to and shall include a mortgagee, trustee and beneficiary under any deed of trust or mortgage, and the term "Mortgage" shall include any indenture of mortgage, deed of trust, and to the extent applicable, a sale and lease back transaction.

1.14 "**Occupant**" refers to and means any Person from time to time entitled to use and occupy any Parcel under any lease, deed, agreement to purchase or other instrument whereunder such Person has acquired rights with respect to the use and occupancy of such Parcel.

1.15 "**Parcel**" or "**Parcels**" refers to and means each of the East Property, the West Property and the Riversbend Property.

1.16 "**Party**" or "**Parties**" refers to and means the owner or owners, respectively, of fee simple title from time to time of the Parcels or any portion thereof; provided, however, in the event of the sale by an owner of all or a portion of the Parcel and a simultaneous leaseback of the same or portions thereof (a "sale/leaseback"), the seller/lessee under such sale/leaseback shall be deemed to be the Party with respect to the related Parcel for the purposes of this REA, unless otherwise designated in the sale/leaseback lease.

1.17 "**Permanent Access Drives**" shall mean those drives noted as "Permanent Access Drives" on the Site Plan.

1.18 "**Permittees**" refers to and means all Occupants and their respective officers, directors, partners, employees, agents, contractors, customers, visitors, invitees, licensees, assignees, subtenants and concessionaires; provided however, persons engaged in civic, public or political activities on the Parcels, including but not limited to the following activities, shall not be considered to be Permittees: (i) exhibiting any placard, sign or notice; (ii) distributing any circular, handbill, placard or booklet; (iii) soliciting memberships or contributions for private, civic, public or charitable purposes; (iv) parading, picketing or demonstrating; and (v) failing to follow rules or regulations established by the Parties relating to the use of the Parcels.

1.19 "**Person**" refers to and shall include individuals, partnerships, limited liability companies, firms, associations and corporations, or any other form of business or government entity, and the use of the singular shall include the plural.

1.20 "**Protected Area**" shall have the meaning set forth in Section 4.5 hereof.

1.21 "**Separate Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service to a Parcel, exclusive of all of the other Parcels. For the purpose of this REA, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line.

1.22 "**Shared Detention Ponds**" shall mean those certain detention ponds labeled as the "Shared Detention Ponds" on the Site Plan.

1.23 "**Utility Lines**" shall mean those facilities and systems for the transmission of utility services, including without limitation, the drainage and storage of surface water.

ARTICLE II
EASEMENTS

2.1 Access and Parking. Each Parcel is hereby granted in common with all other Parcels, for each Party's respective use, and for the use of their respective Permittees, in common with all others entitled to use the same, mutual, reciprocal and non-exclusive easements over the Common Area of each Parcel, for ingress into and egress from such respective Parcel, for the passage and parking of vehicles, and for passage and accommodation of pedestrians, on such respective portions of such Common Area as are set aside, maintained and authorized for such use pursuant to the terms of this REA, and for the doing of such other things as are authorized or required to be done on said Common Area pursuant to this REA. Notwithstanding the foregoing, (a) the owner of the Riversbend Property shall use its best efforts to cause its Permittees to park their vehicles only in the area designated as "Golf Course Parking Area" on the Site Plan, (b) the Parties, for themselves and future Parties hereto, reserve the right to close off the Common Area of a Parcel for such reasonable period or periods of time as: (i) may be legally necessary to prevent the acquisition of prescriptive rights by anyone; and (ii) may be reasonably necessary for repairs and/or maintenance; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party shall give written notice to any other Party, and shall coordinate such closing with all other Parties so that there is no unreasonable interference with any Occupant's access to or operation of any portion of its Parcel; and (iii) may be necessary for initial construction of the Common Area and improvements on any Parcel provided that such Party gives written notice to any other Party of the location of the staging area during construction provided that the location of the staging area is not within any Permanent Access Drives and does not unreasonably interfere with any Occupant's access to any part of its Parcel; (c) no Party and no Occupant of any Party's Parcel shall, during construction or reconstruction, stage, deposit, store or have any construction material or equipment on the Parcel of another Party and in no event shall the Common Area be closed pursuant to (b)(i) or (b)(ii) above from August 1st to January 15th of any calendar year (except in the event of an emergency and during the initial construction). In the event that the Permittees of the Riversbend Property fail to limit their parking to the Golf Course Parking Area, then the Occupants of the East Property and the West Property, respectively, shall have the right to install signs within the Common Area of their respective Parcels, which designate the parking outside of the Golf Course Parking Area

as solely for use by customers of the East Property and the West Property. The owner of the East Property shall have the right to designate up to eight (8) exclusive parking spaces on the East Property for the exclusive use of one or more Occupants of the East Property and such Occupants' invitees (provided that such exclusive parking spaces shall not be located along the common boundary line between the West Property and the East Property). The owner of the West Property shall have the right to designate up to six (6) exclusive "to go" parking spaces on the West Property for the exclusive use of one or more Occupants of the West Property and such Occupants' invitees. Each such designation shall be honored by the owners of the East Property, the West Property and the Riversbend Property.

2.2 Utilities. Each Party hereby grants and conveys to each other Party non-exclusive perpetual easements in, to, over, under, along and across those portions of the Common Area (exclusive of any portion located within Building Areas) located on the grantor's Parcel necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of Utility Lines serving the grantee's Parcel, including but not limited to, sanitary sewers, storm drains, and water (fire and domestic), gas, electrical, telephone and communication lines, subject to the following requirements and restrictions:

(a) All Utility Lines shall be underground except: (i) ground mounted electrical transformers; (ii) stormwater management practices, (iii) the Shared Detention Ponds; (iv) as may be necessary during periods of construction, reconstruction, repair, or temporary service; (v) as may be required by governmental agencies having jurisdiction over the Parcels; (vi) as may be required by the provider of such service; and (iiii) fire hydrants.

(b) At least ten (10) days prior to any installation, maintenance, connection, repair, relocation or removal of Utility Lines located on another Party's Parcel pursuant to the easement granted herein (except in an emergency, the work may be initiated with reasonable notice), the grantee shall first provide the grantor with a written statement describing the need for such work, shall identify the proposed location of the Utility Line, the nature of the service to be provided, the anticipated commencement and completion dates for the work and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 8.2.

(c) The initial location of any Utility Line shall be subject to the prior written approval of the Party whose Common Area is to be burdened thereby, such approval not to be unreasonably withheld or conditioned, and such Party shall respond to any request within fifteen (15) days after receipt. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility. Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such Utility Line.

(d) Except as otherwise agreed to by the grantor and the grantee, any Party installing Separate Utility Lines pursuant to the provisions of this subparagraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area. In addition, the grantee of any Separate Utility Line shall Indemnify the grantor from all Claims arising out of or resulting from the installation, maintenance and operation of the Separate Utility Line.

(e) The grantor whose Parcel is affected by a Utility Line shall have the right to relocate such Utility Line upon ten (10) days' prior written notice, provided that such relocation:

(i) shall not be commenced between August 1st and January 15th;

(ii) shall not interfere with or diminish the utility service to the grantee during the grantee's business hours; and if an electrical line/computer line is being relocated, then the grantor and grantee shall coordinate such interruption to eliminate any detrimental effects;

(iii) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;

(iv) shall be performed without cost or expense to grantee;

(v) shall be completed using materials and design standards which equal or exceed those originally used; and

(vi) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey, shall be performed at the grantor's expense and shall be accomplished as soon as possible following completion of such relocation. At the request of any Party hereto, this Agreement shall be supplemented to memorialize the as-built location (and corresponding easement) of any Utility Line.

(f) Each Party hereby grants and conveys to each other Party the perpetual right and easement to discharge surface storm drainage and/or runoff from the grantee's Parcel over, upon and across the Common Area of the grantor's Parcel, and the owner of the Riversbend Property hereby grants and conveys to each other Party the perpetual right and easement to discharge and store surface drainage and/or runoff into the Shared Detention Ponds, upon the following conditions and terms:

(i) The Common Area grades and the Shared Detention Ponds shall be initially constructed in strict conformance with the details approved by the Parties; provided that the owner of the Riversbend Property hereby approves the grading and drainage plans for the East Property and West Property; and

(ii) Following the initial construction of the improvements on the Parcels, no Party shall alter or permit to be altered the surface of the Common Area or the area or capacity of the drainage/retention system constructed on its Parcel if such alteration would unreasonably increase the flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a limited area. The foregoing shall not limit or affect the rights of the East Property and the West Property to discharge surface drainage to the Shared Detention Ponds pursuant to this REA.

2.3 Monument Sign Easement. Continental, for itself and any future party owning any of the Parcels, hereby grants, declares and reserves a perpetual, exclusive easement over that portion of the East Property depicted on Exhibit D attached hereto and made a part hereof, for the installation, replacement and removal of a monument sign ("**Monument Sign**"). The initial Monument Sign shall be in substantially the location shown on Exhibit D and shall be constructed in accordance with the sign rendering shown on Exhibit E attached hereto. The owner of the West Property, the East Property and the Riversbend Property shall each be entitled to certain panels on the Monument Sign in accordance with the allocation shown on Exhibit E.

2.4 Trash Enclosure Easements. Continental, for itself and any future party owning the West Property, hereby grants and conveys to the owner of the Riversbend Property a perpetual, exclusive easement over that portion of the West Property depicted on Exhibit D attached hereto and made a part hereof, for the placement of a trash enclosure and facilities for the removal of trash from the Riversbend Property ("**Golf Course Trash Enclosure**"). The Golf Course Trash Enclosure shall be located in the area labeled as such on Exhibit D and the design and construction of the enclosure and facilities shall be subject to the prior written approval of the owner of the West Property, which approval shall not be unreasonably withheld. Continental, for itself and any future party owning the West Property, hereby grants and conveys to the owner of the East Property a perpetual, exclusive easement over that portion of the West Property depicted on Exhibit D attached hereto and made a part hereof, for the placement of a trash enclosure and facilities for the removal of trash from the East Property (" **East Property Trash Enclosure**"). The East Property Trash Enclosure shall be located in the area labeled as such on Exhibit D and the design and construction of the enclosure and facilities shall be

subject to the prior written approval of the owner of the West Property, which approval shall not be unreasonably withheld.

ARTICLE III
TAXES

3.1 Taxes. Each Party shall pay or cause to be paid before delinquency all taxes and assessments levied or assessed against its Parcel, and indemnify and defend the other Parties and hold the other Parties harmless from and against any and all claims or demands for payment of such taxes or assessments.

ARTICLE IV
BUILDING AREAS, COMMON AREAS, AND CONSTRUCTION OBLIGATIONS

4.1 Improvements. The East Property and the West Property shall be developed as a uniform and harmonious development as generally shown on the Site Plan. The Parties shall be permitted in accordance with the terms and restrictions contained in this REA to construct buildings within the Building Area as so labeled on the Site Plan. Portions of the Building Area upon which buildings or other improvements are not constructed shall be paved and/or landscaped by the Party owning the Parcel and integrated into the Common Area until construction thereon commences. Except as set forth in Section 4.5 below, each Party may alter, modify and/or rearrange the Common Areas on its Parcel from time to time as it determines in its sole discretion.

4.2 Building Areas. All buildings constructed on the East Property and the West Property shall be located wholly within the areas labeled "**Building Area**" on the Site Plan. Canopies and roof overhangs (including supporting columns or pillars), normal foundations, sidewalks, required emergency exits (including associated stairs, landings, footings and foundations), trash enclosures, loading and delivery docks (whether open or enclosed), covered areas attached to such docks, and doors for ingress and egress may project or extend from any building over or outside of the Building Area; provided: (a) any such projection or extension shall comply with all applicable governmental laws, rules, ordinances and regulations; and (b) no such extension or projection is permitted if it: (i) materially alters the parking configuration or vehicular or pedestrian circulation or access in and through the Parcels or to and from adjacent streets from that shown on the Site Plan; (ii) unreasonably interferes with the use and occupancy of any Parcel or portions thereof; or (iii) hinders the construction of buildings on adjacent Building Areas (collectively, the "**Building Extensions**"). In addition, each Party or occupant shall be entitled to utilize certain outdoor seating area(s) adjacent to the Buildings on its Parcel designated as "**Outdoor Seating Areas**" on the Site Plan (it also being acknowledged that outdoor seating shall also be permitted within any Building Area). The Building Extensions and Outdoor Seating Areas are collectively referred to as the "**Permitted Extensions**". Permitted Extensions, as they may exist from time to time, are not part of the Common Area, and shall be maintained and insured against fire and other casualty as part of the building from which they extend or project.

4.3 Building Encroachments.

(a) In order to accommodate any Building improvements which inadvertently may be constructed beyond a Parcel's boundary line, each Party grants to each Party owning an adjacent Parcel an easement not to exceed a maximum lateral distance of six inches (6"), in, to, over, under and across that portion of the grantor's Parcel adjacent to such common boundary line for the maintenance and replacement of such encroaching Building improvements. The foregoing easement grant shall not diminish or waive any right of a Party to recover damages resulting from the constructing Party's failure to construct its Building within its Parcel.

(b) If a constructing Party (the "**Constructing Party**") determines that it is necessary to place underground piers, footings and/or foundations ("**Subsurface Construction Elements**") across the boundary line of its Parcel, the Constructing Party shall advise the Party owning the adjacent Parcel (the "**Adjacent Party**") of its construction requirement and shall provide plans and specifications relating thereto, including proposed construction techniques for the Subsurface Construction Elements. The Adjacent Party hereby grants and conveys to the Constructing Party for the benefit of its Parcel an easement, not to exceed a maximum

lateral distance of five feet (5'), in, to, under and across that portion of the Adjacent Party's Parcel not theretofore occupied by any then existing structure, for the installation, maintenance and replacement of such Subsurface Construction Elements.

(c) The Adjacent Party reserves the right to require the Constructing Party to modify the design specifications for the Subsurface Construction Elements in order to permit the Adjacent Party the opportunity to use the same in connection with the construction of its Building improvements to the end that each Party shall be able to place its Building immediately adjacent to the common boundary line. If a common Subsurface Construction Element is used by the Parties, each shall assume and pay its reasonable share of the cost and expense of the design and construction and maintenance thereof. If any Building using a common Subsurface Construction Element is destroyed and not replaced or removed, the common Subsurface Construction Element shall remain in place for the benefit of the other Building using the same.

(d) The easements in each instance shall: (i) continue in effect for the term of this REA and thereafter for so long as the Building using the easement area exists (including a reasonable period to permit reconstruction or replacement of such Building if the same shall be destroyed, damaged or demolished); and (ii) include the reasonable right of access necessary to exercise and enjoy such grant upon terms and with the limitations described in Section 2.1.

(e) With respect to Buildings constructed along the common boundary line between Parcels, nothing herein shall be deemed to create or establish a "common" or "party" wall to be shared with the adjacent Building, or the right for a Building to receive support from or apply pressure to the adjacent Building.

4.4 Parking Ratio. Each Parcel shall independently maintain sufficient parking to comply with all applicable laws, ordinances, regulations, and zoning codes given the use being made of such Parcel.

4.5 Protected Areas. After the initial construction of the Common Area Improvements, without the prior written consent of the other Parties (which consent may be withheld or conditioned, in each Party's sole discretion), (a) the Permanent Access Drives shall not be altered or modified and (b) the areas designated as "**Protected Areas**" on the Site Plan shall not be materially altered or modified.

4.6 Construction Requirements. All work performed in the construction, repair, replacement, alteration or expansion of any improvements shall be performed as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Parcels, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking, (iii) the receiving of merchandise by any business being operated on a Parcel, including, without limitation, access to its Building, or (iv) construction work being performed on any other Parcels. Unless otherwise specifically stated herein, the Person contracting for the performance of such work (the "**Contracting Party**") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all Buildings, signs and Common Area improvements damaged or destroyed in the performance of such work. Staging for the initial construction of Buildings, or the replacement, alteration or expansion of any Building, sign or Common Area improvements shall be located solely on the constructing Party's Parcel. Each staging area on any Parcel shall be located in such a way that it will not interfere with the use of the Protected Area on any other Parcel. Once the initial construction is complete and either or both of the Occupants of the West Property and the East Property are open for business, any construction vehicles accessing the West Property or the Riversbend Property by crossing the East Property shall access the West Property or the Riversbend Property via the curb cut and driveways designated on the Site Plan as "**Permitted Construction Access**". At such time as any business has commenced operations on any Parcel, then each Contracting Party shall keep its Parcel and the Permitted Construction Access in a clean and neat condition for the duration of any construction on such Contracting Party's Parcel.

ARTICLE V
USE, NUISANCE AND GOVERNMENTAL COMPLIANCE

5.1 Use of Parcels. The Parcels may be used for any lawful purpose (except for any purpose which is expressly prohibited by this REA).

5.2 Nuisance. A Party shall not suffer or permit thereon the maintenance of any nuisance, including unusual noises and obnoxious odors (except that customary restaurant noises and odors shall not constitute a nuisance), on its Parcel.

5.3 Compliance with Laws. To the extent that the terms of this REA require or allow a Party, as the case may be, to perform any construction, repair, alteration, replacement, remediation or similar task or action (collectively, "**Tasks**"), then the Party shall perform such Tasks in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations.

5.4 Hazardous Materials. No Party shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Parcel or any other Parcel except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each Party shall Indemnify the other Parties from and against all Claims, including, but not limited to, costs of investigation, litigation and remedial response arising out of any Hazardous Materials used or permitted to be used by such Party, whether or not in the ordinary course of business. "**Hazardous Materials**" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. "**Environmental Laws**" shall mean all Laws which relate to or deal with human health or the environment, all as may be amended from time to time.

5.5 Restrictions on Common Area Use. Except to the extent required by law, no Permittee shall be charged for the right to use the Common Area. Each Party shall use its best efforts to cause the employees of the Occupants of its Parcel to park their vehicles only on such Parcel. No merchandise, equipment or services, including, but not limited to, vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored on the sidewalks in front of or alongside the Buildings or within the remainder of the Common Area; provided, however, that the foregoing prohibition shall not be applicable to trash enclosures constructed in connection with the construction of a Building or replacements thereof in the same location, and provided, further that the foregoing restrictions shall not restrict customary use of Outdoor Seating Areas, as the same are not part of the Common Area.

ARTICLE VI
UTILITIES AND LIGHTING

6.1 Utilities. Each Party agrees to pay, or cause to be paid, all charges for utility services used by such Party and/or its Occupants.

6.2 Lighting.

(a) After completion of the lighting system on its Parcel, each Party hereby covenants and agrees to keep its Tract fully illuminated from dusk to at least two (2) hours past the close of any business operating on such Parcel, or if no business is operating on such Parcel until 10:00 p.m.. Each Party further agrees to keep any exterior Building security lights on from dusk until dawn. During the term of this REA, each Party grants an irrevocable license to each other Party for the purpose of permitting the lighting from one Tract to incidentally shine on the adjoining Tract.

(b) It is recognized that Occupants of the Parcels may be open for business at different hours, and that a Party may wish to have the Common Area lights on another Parcel illuminated before or after the required time period set forth in Section 6.2(a). Accordingly, a Party ("**Requesting Party**") shall have the right, at any time, to require the Party that controls the lighting on such Tract ("**Requested Party**") to keep the Common Area lights it controls operating as stipulated by the Requesting Party, provided that the Requesting Party notifies the Requested Party of such request not less than seven (7) days in advance. The Requesting Party shall state the period during which it wishes such Common Area lights to be kept operating and shall pay the costs of such lighting to the Requested Party within ten (10) days after receipt

of an invoice from the Requested Party. Upon the failure of a Requesting Party to pay the estimated amount or renew a prepayment as required hereby, the Requested Party shall have the right to discontinue such additional lighting and to exercise any other remedies herein provided. Any such request for additional lighting may be withdrawn or terminated at any time by written notice from the Requesting Party, and a new request or requests for changed hours of additional operation may be made from time to time.

ARTICLE VIII
OCCUPANT SIGNS

7.1 Monument Sign Construction. Continental shall construct, at its sole cost and expense (subject to reimbursement from its Occupants), the initial Monument Sign structure (excluding individual tenant sign panels which shall be fabricated and installed by the Occupants of each Parcel), extend electricity to each sign panel box and install a meter to the initial Monument Sign in accordance with the approved plans and specifications. The Occupant entitled to utilize each panel on the Monument Sign shall be responsible for the fabrication and installation of the individual tenant signage.

7.2 Monument Sign Maintenance. Following installation of the Monument Sign, the owner of the East Property shall be responsible for keeping the Monument Sign fully operational, and shall operate, maintain and repair the Monument Sign in a manner consistent with a first-class shopping center. The owners of the East Property, the West Property and the Riversbend Property shall contribute to the cost of operating, maintaining and repairing the Monument Sign based on the fraction, the numerator of which is the square footage of such party's sign panel(s) on the Monument Sign, and the denominator of which is the square footage of all panels on the Monument Sign. Payments shall be made within thirty (30) days following receipt of invoices setting forth the amount owed, accompanied by reasonable supporting documentation, invoices and work orders. If the owner of the East Property fails to maintain the Monument Sign in accordance with the standards set forth herein, the owner of the West Property may exercise all remedies contained in Article XIV hereof, including without limitation self-help. Each Occupant entitled to place a sign panel on the Monument Sign shall keep its sign panel in good condition and repair.

7.3 Building Signs.

(a) Subject to all applicable laws, ordinances, rules and regulations, each Occupant may have the maximum number of identification sign placed on the exterior of the Building it occupies. No Occupant identification sign attached to the exterior of a Building shall be:

(iii) placed at any angle to the Building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;

(iv) painted on the surface of any Building;

(iii) flashing, moving or audible, except that in the case of a bank, a moving sign that shows the Dow Jones Industrial Average, time and temperature, and similar information customarily shown on first-class bank signs may be used and in the case of a pharmacy, "reader" boards may be used in a manner consistent with national pharmacy chains;

(iv) employ exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; provided, however, exposed raceways shall be permitted if (A) the primary purpose of the raceways are to limit damage to the Buildings to which the raceways are attached and (B) the raceways do not draw undue attention when viewed from the Common Area; or

(v) paper, cardboard and/or temporary (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit (A) the placement at the entrance of each Occupant's space of a small sticker or decal, indicating hours of business, emergency telephone

numbers, acceptance of credit cards, and other similar information, or (B) "For Sale" signs, "For Lease" signs, "Coming Soon" signs and "Grand Opening" signs placed within a Parcel for a period of time not to exceed ninety (90) days per instance.

(b) No Occupant shall have an exterior sign which identifies leased departments and/or concessionaires operating under the Occupant's business or trade name, nor shall such sign identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the Occupant's trade name.

7.4 Miscellaneous Signs. Notwithstanding anything contained herein to the contrary, each Party shall be permitted to place the following signs within the Common Area located on its Parcel:

(a) directional signs or informational signs such as "Handicapped Parking";

(b) temporary signs displaying leasing information;

(c) one (1) temporary sign identifying each contractor working on a construction job;

(d) one (1) temporary sign identifying a lender financing a construction project; and

(e) parking signs installed pursuant to Section 2.1 above.

Notwithstanding anything herein to the contrary, (a) the Occupants of the West Property shall each have the right to place up to six (6) exclusive "to go" parking signs on the Common Area located on each Occupant's Parcel and (b) the Occupants of the East Property may place up to eight (8) exclusive parking signs to the extent permitted by the owner of the East Property and Section 2.1 hereof, provided the eight parking stalls identified on the East Property shall not be located along the common boundary of the East Property and the West Property.

ARTICLE VII
INDEMNIFICATION AND INSURANCE

8.1 Liability Insurance Coverage and Limits. Each Party agrees to maintain, and/or cause to be maintained, at no cost to the other Parties, commercial general liability insurance insuring against claims for personal injury, bodily injury, death and property damage occurring on, in or about such Party's Parcel and the ways immediately adjoining such Party's Parcel, with cumulative policy limits of not less than Three Million Dollars ($3,000,000.00) for any one occurrence whether via a single policy or a combination of underlying and umbrella coverages. The insurance required hereunder shall: (i) be issued by a company having an AM Best rating of at least A-:VIII; (ii) provide for thirty (30) days notice of cancellation or amendment; (iii) contain a contractual liability endorsement; and (iv) name the other Parties hereto (and the first Mortgagee of each Party) as additional insureds.

8.2 Contractor's Insurance. During the period of any construction by or at the request of any Party, such Party agrees to obtain or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage: (i) workers' compensation - statutory limits; (ii) builder's risk equal to the replacement cost of the improvements; (iii) commercial general and commercial automobile liability covering personal injury and property damage with limits of not less than Three Million Dollars ($3,000,000.00) for any one occurrence; (iv) independent contractor's liability or owner's protective liability with policy limits of not less than Three Million Dollars ($3,000,000.00); (v) products/completed operations coverage which shall be kept in effect for two (2) years after completion of any construction work; (vi) XCU coverage, if applicable; (vii) broad form property damage endorsements; personal injury endorsements; and blanket contractual liability endorsement.

8.3 Property Insurance. The Parties shall cause their buildings and improvements to the Common Areas to be insured against loss or damage by fire and the perils commonly covered under the "special form" policy for not less than the full replacement cost thereof, including all improvements, alterations, additions and changes made, but excluding footings, foundations and excavation. Insurance required to be carried by the Parties hereunder

shall: (i) be issued by a company having an AM Best rating of at least A-:VIII; and (ii) provide for thirty (30) days notice of cancellation or amendment.

8.4 Policy Requirements. Insurance coverage required by this REA may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: a Party's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded. The Parties shall pay all deductible amounts payable for all insurance required to be maintained by the respective Party hereunder. Upon request, each Party shall cause certificates of insurance reasonably evidencing compliance with the requirements of this Section to be delivered to the other Parties. The insurance policies and certificates required by this Section shall require the insurance company to furnish the other Parties thirty (30) days prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

8.5 Liens. No Party shall permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other Person or entity arising out of work, material or services performed or supplied or contracted for by that Party, or those claiming by, through or under such Party, to be or remain a lien upon any other Parcel or the Common Areas, but such Party shall have the right to contest the lien in good faith by appropriate judicial proceedings so long as: (i) the proceeding operates to stay any execution or foreclosure on the lien; and (ii) the Party diligently pursues the contest to its conclusion. In any event, such Party shall indemnify the other parties harmless from any such lien, and such indemnity shall survive a termination of this REA.

8.6 Self Insurance. Insurance under this Article VIII may be provided pursuant to a plan of self insurance, provided that any Person so self-insuring notifies the other Parties of its intent to self-insure and shall upon request deliver to such other Parties each calendar year a copy of its annual report or Form 10-K that is audited by an independent certified public accountant which discloses that such Person has Two Hundred Million Dollars ($200,000,000) or more of net current assets.

8.7 Indemnification. Each Party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any Person located on the Parcel owned by each indemnifying Party; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of such other Party, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. In the event it is determined that such other Party was not at fault, then the indemnifying Party shall reimburse such other Party for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

ARTICLE IX
DAMAGE OR DESTRUCTION

9.1 If any of the Buildings are damaged by fire or other casualty (whether insured or not), the Party upon whose Parcel such Building is located shall, subject to governmental regulations and/or insurance adjustment delays, promptly remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall perform one of the following alternatives:

(i) such Party shall repair or restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all applicable provisions of this REA;

(ii) such Party shall erect another Building in such location, such construction to be performed in accordance with all applicable provisions of this REA; or

(iii) such Party shall demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement Building is erected.

ARTICLE X
RESTRICTIVE COVENANTS

10.1 Restrictive Covenants. The types of uses permitted on the Parcels shall be those of a retail and/or commercial nature found in first class shopping centers of a similar size in the metropolitan marketing area in which the Parcels are located. Notwithstanding the foregoing the Riversbend Property is currently operated as a golf course and shall have the right to continue to be used as a golf course and related purposes. In the event that the Riversbend Property is ever changed to a retail or restaurant use, then parking for such retail and/or restaurant use shall be solely contained within the Riversbend Property. In no event shall (i) any Parcel contain a business operation which would violate one of the "**Prohibited Uses**" listed on Exhibit F attached hereto and made a part hereof or (ii) the Riversbend Property or the East Property contain a business operation that would violate the "**West Exclusive Use**" listed on Exhibit F-1attached hereto and made a part hereof. No building constructed on the Parcels shall consist of more than one (1) story plus Mezzanine. "**Mezzanine**" means any floor area above the ground floor that does not extend over the entire ground floor and which is used in connection with the primary commercial use of the building but is not used as a sales area or generally open to the public. No Mezzanine or basement of any Building shall be used as an area for sales or display or open to the public generally. The restrictions set forth in this Section shall be deemed to be restrictions and covenants against the Parcels, a servitude upon each of the Parcels, shall run with the land and shall be binding upon any Person acquiring any interest in any Parcel or part thereof. In the event of a breach or threatened breach of any of the restrictions or covenants contained in this Section, the Parties shall be entitled to injunctive relief in addition to any other remedy available under this REA, except for termination.

ARTICLE XI
NOTICES

11.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by: (i) national courier service which maintains delivery records; or (ii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

If to Continental:
Continental 246 Fund LLC
Attention: Legal Department
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051
Facsimile: (262) 502-5522

If to Riversbend:
Riversbend Country Club, Inc.
Attention: Charles L. Schmit
N96 W18034 County Line Road
Germantown, WI 53022

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery. Each Party shall give all other Parties notice of their Notice address upon acquiring an interest in the Parcels.

ARTICLE XII
CERTIFICATION

12.1. A Party shall, within fifteen (15) days after receipt of another Party's written request therefor, acknowledge and deliver to the requesting Party, a statement in writing certifying: (i) that this REA is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which any charges have been paid; (iii) if the same is true, no default has been declared pursuant to this REA by any Party and the Party furnishing such certification at the time has no knowledge of any facts or circumstances which it might reasonably believe would give rise to default by any Party, and (iv) and identifying the date of this REA and any amendment thereto.

ARTICLE XIII
MAINTENANCE

13.1 Building Improvements. After completion of construction, each Party shall maintain and keep (i) the exterior portion of the Buildings, if any, located on its Parcel in first-class condition and state of repair, and (ii) unless otherwise provided in this REA, the Buildings and Common Area located on its Parcel in compliance with all applicable Laws, and in compliance with the provisions of this REA. Each Party shall store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage.

13.2 Utility Lines.

(a) Each Party shall maintain and repair, or cause to be maintained and repaired, in a good state of repair and safe condition, all Separate Utility Lines used by such Party regardless of where located unless the provider of the utility service or a public or quasi-public authority has agreed to maintain such Utility Lines. Any maintenance, replacement and/or repair of non-dedicated Utility Lines located on another Party's Parcel shall be performed only after ten (10) days' notice to the grantor (except in an emergency the work may be initiated with reasonable notice), after normal business hours whenever possible, and in such a manner as to cause as little disturbance in the use of the grantor's Parcel as is practicable under the circumstances. Any Party performing or causing to be performed maintenance or repair work shall promptly pay all costs and expenses associated therewith, diligently complete such work as quickly as possible and promptly clean the area and restore the affected portion of the Common Area to a condition equal to or better than the condition which existed prior to the commencement of such work.

(b) Common Utility Lines shall be maintained, repaired and/or replaced by the Party on whose Parcel the Common Utility Lines are located in accordance with the standards set forth in Section 13.2(a) above.

13.3 Maintenance of Common Areas. Each Party shall operate and maintain, or cause to be operated and maintained, the Common Area on its respective Parcel in good order, condition and repair. The maintenance and repair obligations shall include, but not be limited to, the following:

(a) Drive and Parking Areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacing base, skin patching, resealing and resurfacing (for the purpose of this section, an overlay of the drives and parking areas shall be considered to be a maintenance item).

(b) Debris and Refuse. Periodically removing all papers, debris, filth, refuse, ice and snow, including periodic vacuuming and broom sweeping to the extent necessary to keep the Common Area in a first-class, clean and orderly condition. All sweeping shall be performed at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area by Permittees. Snow shall be plowed as soon as a two-inch accumulation occurs and re-plowed as necessary to maintain less than a two-inch accumulation at all times; upon cessation of the snowfall, the Common Area shall be plowed to the paved surface.

(c) Non-Occupant Signs and Markers. Maintaining, cleaning, repairing and replacing directional, stop and handicapped parking signs and markers; restriping of parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian crosswalks.

(d) Lighting. Operating, maintaining, cleaning, repairing and replacing Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers.

(e) Landscaping. Maintaining and replacing all landscape plantings, trees and shrubs, including those adjacent to the exterior walls of Buildings, in an attractive and thriving condition, trimmed and weed free. Maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings. Modifying irrigation system to satisfy governmental water allocation or emergency requirements.

(f) Obstructions. Keeping the Common Area free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this REA.

(g) Sidewalks. Maintaining, cleaning, repairing and replacing all sidewalks, including those adjacent and contiguous to Buildings. Sidewalks shall be cleaned at least monthly and shall be swept at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area.

(h) Traffic. Supervising traffic at entrances and exits to, within and between the Parcels as conditions reasonably require in order to maintain an orderly and proper traffic flow.

(i) Security. In their sole and absolute discretion and without any obligation to do so, providing security services for the Common Area.

13.4 Maintenance of the Shared Detention Ponds. The owner of the Riversbend Property, at its sole cost and expense, shall maintain, clean and repair the Shared Detention Ponds, or cause the Shared Detention Ponds to be maintained, cleaned and repaired, in compliance with all applicable Laws so as to keep the Shared Detention Ponds in a safe, attractive and fully functional condition and in a good state of repair, including, without limitation, periodically removing all papers, debris, filth and refuse from the Shared Detention Ponds. The Shared Detention Ponds shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced. The owner of the Riversbend Property shall Indemnify each other Party from and against any mechanic's, materialmen's and/or laborer's liens and all Claims in connection therewith arising out of the operation, maintenance and repair of the Shared Detention Ponds by said Party, and if any Parcel shall become subject to any such lien, the owner of the Riversbend Property shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge. No alterations to the Shared Detention Ponds shall be permitted without the consent of each Party, which consent may be withheld in such Party's sole discretion. If the owner of the Riversbend Property fails to maintain the Shared Detention Ponds, or if other owners fail to maintain stormwater management facilities on their Parcels in accordance with this Agreement, it is agreed by the Parties that such default shall be subject to only a ten (10) day cure period before the rights of Curing Owner(s) shall apply pursuant to Section 14.2, rather than 30 days as provided in Section 14.1.

13.5 Maintenance of Shared Access Road. Each of the Parties acknowledges the right of each of the Parcels to use the access road labeled as "Shared Access Road" on the Site Plan pursuant to that certain Declaration of Conditions, Covenants and Easements Affecting Property of RAL Germantown/Monroe Income Limited Partnership dated September 14, 1990 and record as Document #566275 in Volume 1089, Page 225 of the County Records of Washington County, Wisconsin (the "**Access Easement**"). It is acknowledged that the Access Easement does not require the Parcels to contribute to the maintenance of the Shared Access Road and that payment for such maintenance is required only to the extent that a Party causes "excessive wear and tear or damage." Each of the Parties hereby agrees to pay to the grantor of the Access Easement ("**Access Easement Grantor**") any required payments due in connection with excessive wear and tear or damage caused by such Party or its Occupants and to indemnify and hold harmless each of the other Parties against any claims related to the same. Further, in the event that Access Easement Grantor fails to maintain the Shared Access Road in the condition that would otherwise be required for roadways pursuant to Section 13.3 of this Agreement, then (except in an emergency), after commercially reasonable efforts have been made to obtain performance from such Access Easement Grantor, any Party (the "**Repairing Party**") may perform critically necessary maintenance on the Shared Access Road and bill a portion of the actual and reasonable out-of-pocket costs and expenses incurred in performing such maintenance to the other Parties (the "**Access Road Costs**") as provided in the remainder of this paragraph. If a Party desires to perform maintenance that is not critically necessary, and if such Party desires

reimbursement for a share of the same from the other Parties, the Parties shall use commercially reasonable efforts to agree on the scope of maintenance beyond that critically necessary before any Party performs such maintenance. The Parties shall pay their "Pro Rata Share" (as hereinafter defined) of Access Road Costs to the Repairing Party within thirty (30) days after receipt of an invoice and reasonable backup therefor. A Party's "**Pro Rata Share**" means a fraction, the numerator of which is the square footage of the Party's Floor Area at the time Access Road Costs were incurred, and the denominator of which is the total square footage of all Floor Area in the Shopping Center, including the Party's Floor Area, at the time Access Road Costs were incurred, provided that any Floor Area on the Riversbend Property shall be excluded from both the numerator and denominator of such fraction, it being acknowledged that the Riversbend Property owner shall not share in Access Road Costs or Traffic Signal Costs. Notwithstanding anything to the contrary contained in this Section 13.5 or Section 13.6, so long as the lease between the owner of the West Property and Blazin Wings, Inc. (and any amendments thereto) remains in effect, the owner of the West Property shall never be required to contribute more than $5,000 for Access Road Costs and Traffic Signal Costs with respect to any 12 month period (in which event the other Parties will also be required to pay any shortfall resulting thereby).

13.6 Lighting, Maintenance, Insurance and Replacement of the Traffic Signal. In connection with the initial development of the Shopping Center, a traffic signal will be installed in the location labeled "Traffic Signal" on the Site Plan (the "Traffic Signal"). As a condition of the governmental approvals for the Shopping Center, the Village of Germantown has required that the owners of the Shopping Center pay the electricity costs of lighting the Traffic Signal (the "Traffic Signal Costs"). The owner of the East Property shall initially perform such Traffic Signal obligations (i.e., paying the lighting bills, but such owner shall receive reimbursement from the owner of the West Property of a portion of the Traffic Signal Costs based on the West Property Owner's Pro Rata Share (as defined in Section 13.5 above). The West Property Owner shall pay its Pro Rata Share of Traffic Signal Costs to the East Property owner within thirty (30) days after receipt of an invoice and reasonable backup therefor. The Riversbend Property owner shall not have responsibility for Traffic Signal Costs.

13.7 Lift Station Changes. The Parties acknowledge that, on or about the date hereof, Continental and Riversbend have executed that certain Declaration of Covenants and Restrictions (the "Declaration") for the benefit of the Village of Germantown. In the event that any owner of a Parcel hereunder requests changes to the lift station as contemplated by the Declaration, such requesting owner shall be solely responsible for any cost in connection therewith and shall indemnify and hold harmless the other owners from all such costs.

13.8 Damage to the Common Area. If any of the Common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this REA, other than damage caused by ordinary use or wear and tear, the Party upon whose Parcel such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence. Except to the extent limited by Article IX, if such damage or destruction of Common Area is caused in whole or in part by another Party or by a third Person, the Party obligated to make such repair or restoration reserves and retains the right to proceed against such other Party or third Person for indemnity, contribution or damages.

ARTICLE XIV
FAILURE TO PERFORM

14.1 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this REA by the non-performing Party (the "**Defaulting Owner**"):

(a) The failure to make any payment required to be made under this REA within ten (10) days after the Defaulting Owner has received notice of its failure to make such payment as and when due; or

(b) The failure to observe or perform any of the covenants, conditions or obligations of this REA, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another Party or Occupant (either a "**Non-Defaulting Owner**") specifying the nature of the default claimed; provided, however if such matter is not susceptible of being cured within thirty (30) days, the cure period shall be extended for a reasonable period of time provided the Defaulting Owner commences the cure within said 30-day period and thereafter diligently prosecutes the cure to completion; provided that if either Party fails to timely remove snow or

ice from the Common Area on its Parcel on three (3) or more consecutive occasions (provided such Party received written notice of each such failure from the Non-Defaulting Owner), then the Non-Defaulting Owner shall thereafter not be required to provide the Defaulting Owner with time to cure any subsequent failures to remove snow or ice therefrom and the Non-Defaulting Owner shall instead have the immediate right, at its option, to remove snow and ice from all or any portion of such area(s) and shall have the rights of a Curing Owner (defined below).

Each Party shall be responsible for the default of its Occupants.

14.2 Right to Cure.

(a) With respect to any default under Section 14.1, any Curing Owner (as hereinafter defined) shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, if an event that would become a default under Section 14.1(b) with the passage of time shall constitute an emergency condition, the Curing Owner acting in good faith, shall have the right to cure such event prior to the passage of the time period set forth in Section 14.1(b).

(b) If any Curing Owner shall cure a default, the Defaulting Owner shall reimburse the Curing Owner for all costs and expenses reasonably incurred in connection with such curative action, plus interest thereon at the Interest Rate, within ten (10) days after receipt of an invoice from such Curing Owner, together with reasonable documentation supporting the expenditures made. Furthermore, the Curing Owner shall have the right, if such invoice is not paid within said ten-day period, to record a lien on the Parcel of the Defaulting Owner for the amount of the unpaid costs incurred by the Curing Owner pursuant to this Section 14.2.

(c) To effectuate any such cure, a Curing Owner shall have the right to enter upon the Parcel of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner.

(d) As used in this Section 14.2, the term "**Curing Owner**" shall refer to a Non-Defaulting Owner that issued a notice of default pursuant to Section 14.1 hereof and elected to exercise self-help pursuant to this Section 14.2.

14.3 Remedies.

(a) Notwithstanding anything to the contrary contained in this REA, each Non-Defaulting Owner, shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person violating or attempting to violate or default upon any of the provisions contained in this REA, and to recover damages for any such violation or default.

(b) In the event of any violation or threatened violation by any Person of any of the easements, restrictions or other terms of this REA, any or all of the Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) All of the remedies permitted or available to a Party under this REA or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(d) In all situations arising out of this REA, all Parties shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party shall take all reasonable measures to effectuate the provisions of this REA.

(e) Notwithstanding anything contained herein to the contrary the remedies available to the Parties shall not include the termination of the REA.

14.4 Default Liens.

(a) The liens provided for in Section 14.2(b) above shall only be effective when filed as a claim of lien against the Defaulting Owner in the official real estate records of the County of the State in which the Parcels are located by the Party making the claim. The claim of lien shall include the following:

(i) The name of the lien claimant;

(ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as the Non-Defaulting Owner;

(iii) An identification of the owner or reputed owner of the Parcel or interest therein against which the lien is claimed;

(iv) A description of the Parcel against which the lien is claimed;

(v) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and

(vi) A statement that the lien is claimed pursuant to the provisions of this REA, reciting the date of recordation and the recorded document number (or book and page) hereof.

(b) The lien shall attach from the date a claim of a lien is recorded and may be enforced in any manner allowed by law, including, but not limited to, by suit in the nature of an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State in which the Parcels are located. The curing Party shall have the power to purchase the interest of the defaulting Party at such foreclosure sale and thereafter to hold, lease, mortgage and convey the same. Upon payment in full to the curing Party (prior to such a foreclosure) of all costs and expenses secured by the lien, together with all applicable interest due thereon and attorney's fees relating thereto, the curing Party shall promptly cause to be recorded a further notice stating the satisfaction and release of the lien against the defaulting Party's Parcel.

(c) A curing Party's right to record a lien as provided herein shall not be impaired by an intervening sale or other disposition of the affected Parcel, new Parcel or demised premises by the defaulting Party. The claim of lien, when so established against the real property described in the claim of lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the claim of lien, and shall be subordinate to any others. The claim of lien shall be for the use and benefit of the Person curing the default of the Owner in default.

14.5 Attorneys' Fees. If any Person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this REA, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.1 Relationship of the Parties. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties except as specifically set forth herein.

15.2 Remedies Not Exclusive. The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

15.3 No Presumption. This REA shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any Party.

15.4 Headings. The headings of the Sections contained herein are for convenience only and do not define, limit, or construe their contents.

15.5 Pronouns. When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

15.6 Severability. If any term or provision of this REA or the application of it to any Person or circumstance shall to any extent be held by a court in an action affecting this REA to be invalid or unenforceable, the remainder of this REA or the application of such term or provision to Persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this REA shall be valid and shall be enforced to the extent permitted by law.

15.7 No Other Agreements. This REA is intended to be a complete and exclusive statement of the terms hereof and the terms of this REA may not be explained or supplemented by evidence of consistent additional terms. This REA may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by all Parties.

15.8 Successors. All of the rights and obligations of the Parties under this REA shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties and the restrictions, covenants and obligations pertaining to each of the Parcels shall run with the land and shall continue until this REA is terminated or expires.

15.9 Governing Law. This REA shall be governed by and construed in accordance with the internal laws of the state of Wisconsin without regard to choice of law.

15.10 Incorporation. The Exhibits attached hereto are incorporated herein by reference.

15.11 Exculpation. Anything to the contrary in this REA notwithstanding, the covenants contained in this REA to be performed by a Party shall not be binding personally, but instead said covenants are made for the purpose of binding only the fee simple estate and income therefrom which the Party owns.

15.12 Consent. In any instance in which any Party to this REA shall be requested to consent to or approve of any matter with respect to which such Party's consent or approval is required by any of the provisions of this REA, such consent or approval shall be given in writing, and shall not be unreasonably withheld, delayed or qualified, unless the provisions of this REA with respect to a particular consent or approval shall expressly provide that the same may be given or refused in the sole and absolute judgment of such Party.

15.13 Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants or restrictions of this REA shall not defeat or render invalid the lien of any first Mortgage made in good faith and for value, but such term, condition, covenant or restriction shall be binding upon and effective against any Person who acquires title to the Parcel encumbered by said Mortgage, by foreclosure, trustee's sale or otherwise, provided however, no mortgagor, its successors or assigns, shall be personally liable for any breach hereunder unless and until it takes title to the Parcel encumbered by said Mortgage and then only for breaches which occur after the date it takes title or which occurred prior to such date and remain uncured.

15.14 Condemnation. If any Parcel or any part thereof shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Party owning the land or the improvements taken, and the other Parties hereby waive and release any right to recover any value attributable to the property interest so taken, except that (i) if the taking includes improvements belonging to more than one Party, such as Utility Lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this REA, the portion of the award allocable to each such easement right shall be paid to the respective grantee thereof.

In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this REA which does not reduce or diminish the amount paid to the Party owning the land or the improvement taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this REA shall expire or terminate based solely upon such taking.

15.15 Notice of Transfer.

(a) Subject to the provisions of Section 16.16, each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to its Parcel which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time (i) the transferring Party shall be released from the obligations of this REA arising subsequent to the effective date of the transfer notice and (ii) the transferee Party shall assume the obligations of this REA arising subsequent to the effective date of the transfer notice.

(b) A Party transferring all or any portion of its interest in a Parcel shall give notice to all other Parties of such transfer and shall include therein the name and address of the new Party and a copy of the legal description of the Parcel or portion thereof transferred. Until the notice of transfer is given, the transferring Party shall (for the purpose of this REA only) be the transferee's agent.

(c) If a Parcel is owned by more than one Person as tenants in common or as joint tenants, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Parcel shall designate one of their number to represent all owners of the Parcel and such designated Person shall be deemed to be the Party for the purposes of exercising rights (but not performing obligations) for such Parcel.

(d) Nothing to the contrary contained in this REA shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon the transferred Parcel or part thereof prior to receipt of the notice of the transfer or which is placed on the transferred Parcel or part thereof after receipt of the notice of transfer with respect to events occurring prior to the effective date of the transfer notice.

15.16 Limitation of Liability. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute a Party hereto, including, but not limited to, officers, directors, shareholders, members, partners, employees or agents of a party hereto with respect to any of the terms, covenants, conditions, and provisions of this REA. Any non-defaulting Party who seeks recovery from a defaulting Party hereto shall look solely to the interest of such defaulting Party, its successors and assigns, in such defaulting Party's Parcel (including, without limitation, the rents, issues and proceeds therefrom) for the satisfaction of each and every remedy of the non-defaulting Party; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Party:

(a) to pursue equitable relief in connection with any term, covenants or condition of this REA, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance;

(b) to recover from another Party all damages and costs on account of, or in connection with, casualty insurance or condemnation proceeds which are not applied or used in accordance with the terms of this REA;

(c) to recover from another Party (or its guarantor) all losses suffered, liabilities incurred or costs imposed arising out of or in connection with, or on account of, such Party's (or its guarantor's) breach of its obligation to carry liability insurance, or fund its self-insurance obligation pursuant to Section 8.6;

(d) to recover from a Party all damages and costs arising out of or in connection with, or on account of, a breach by such Party of its obligations under Section 5.4;

(e) to recover from a Party all damages and costs arising out of or in connection with, or on account of, the failure by such Party to pay when due any tax, assessment or lien as specified under Section 15.3; and

(f) to recover from a Party all damages and costs as a result of any fraud or misrepresentation by such Party in connection with any term, covenants, or condition in this REA.

SEPARATE SIGNATURE PAGE TO FOLLOW
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this REA has been executed as of the date first above written.

CONTINENTAL:

CONTINENTAL 246 FUND LLC, a Wisconsin limited liability company

By: CONTINENTAL PROPERTIES COMPANY, INC.,
a Wisconsin corporation, its Managing Member

By: Daniel J Minahan
Daniel J. Minahan, President AH

STATE OF WISCONSIN

COUNTY OF WAUKESHA

I, Amanda Meyer, a Notary Public for the aforesaid County and State, certify that Daniel J. Minahan personally came before me this day and acknowledged that he is the President of Continental Properties Company, Inc., the Managing Member of Continental 246 Fund LLC, and that he, as President being authorized to do so, executed the foregoing on behalf of the company. And the said President acknowledged the said writing to be the act and deed of said company.

Witness my hand and notarial stamp or seal, this 13 day of May, 2014.

Notary Public

My commission expires: 02/22/2015

[NOTARIAL SEAL]

NOTARY PUBLIC
AMANDA MEYER
STATE OF WISCONSIN

(Signatures Continue On Following Page)

(Signatures Continued From Previous Page)

RIVERSBEND COUNTRY CLUB, INC.
a Wisconsin corporation

By: Charles L. Schmit
Name: Charles L. Schmit
Title: President

STATE OF WISCONSIN

COUNTY OF Ozaukee

I, William J. Farrell, a Notary Public for the aforesaid County and State, certify that Charles L. Schmit personally came before me this day and acknowledged that he is the President of Riversbend Country Club, Inc., and that he, as President, being authorized to do so, executed the foregoing on behalf of the company. And the said President acknowledged the said writing to be the act and deed of said company.

Witness my hand and notarial stamp or seal, this 12 day of May, 2014.

Notary Public

My commission expires: permanent

[NOTARIAL SEAL]

WILLIAM J. FARRELL NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A

EAST PROPERTY LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1335986, being a part of the Southwest ¼ of the Southeast ¼ of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

EXHIBIT B

WEST PROPERTY LEGAL DESCRIPTION

Lot 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1359986, being a part of the Southwest ¼ of the Southeast ¼ of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

EXHIBIT C

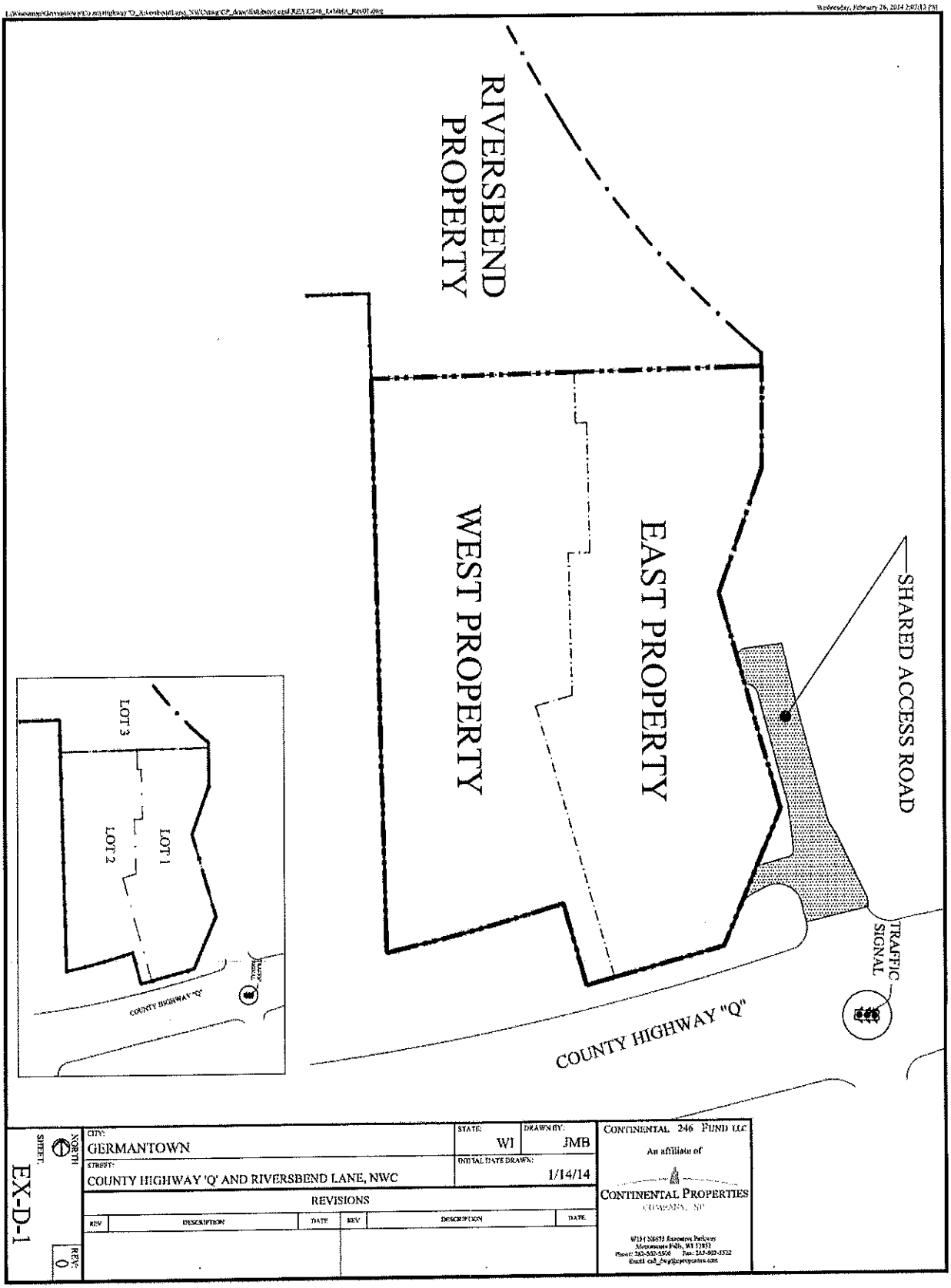
RIVERSBEND PROPERTY LEGAL DESCRIPTION

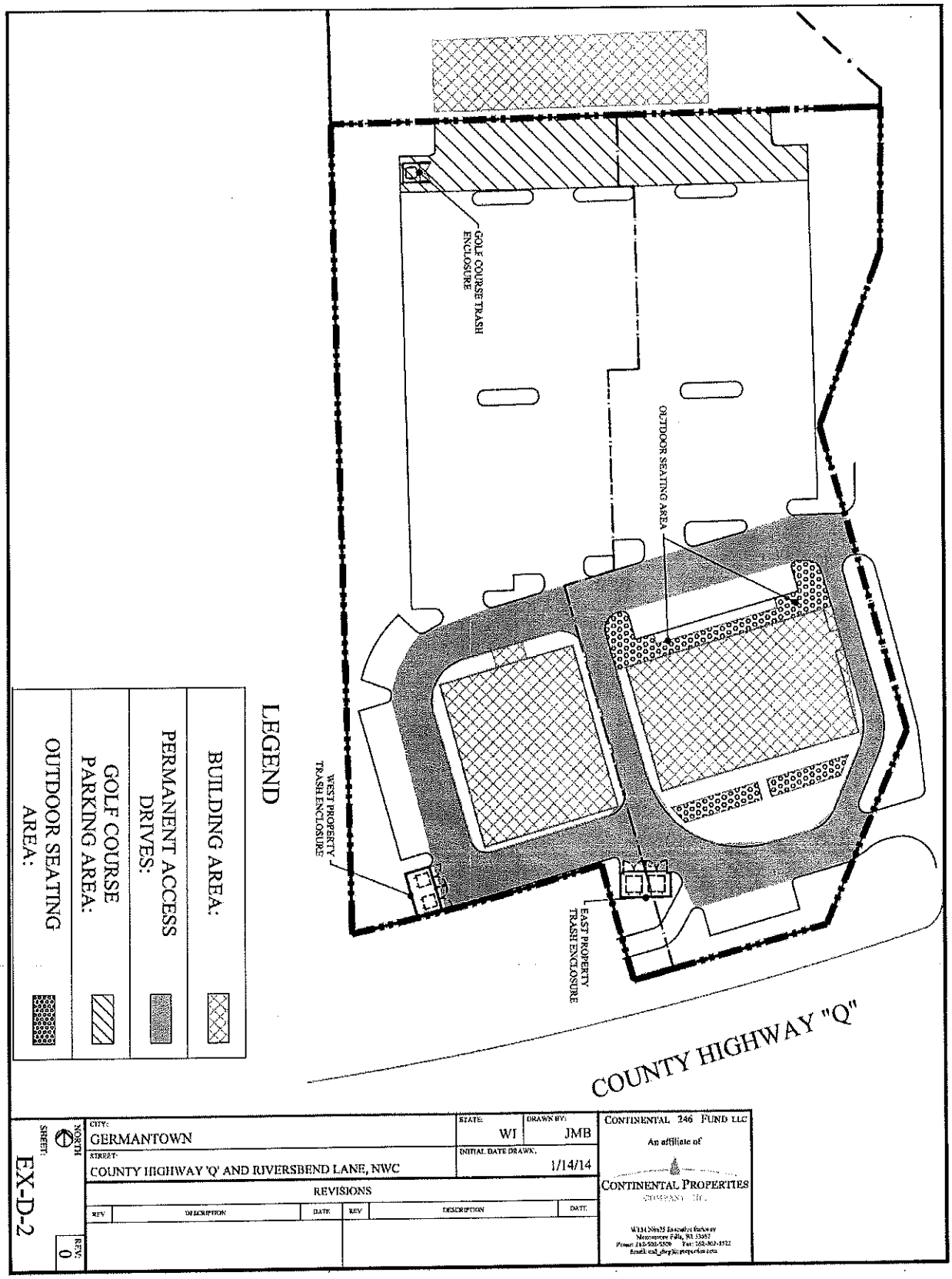
Lot 3 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1359986, being a part of the Southwest ¼ of the Southeast ¼ of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

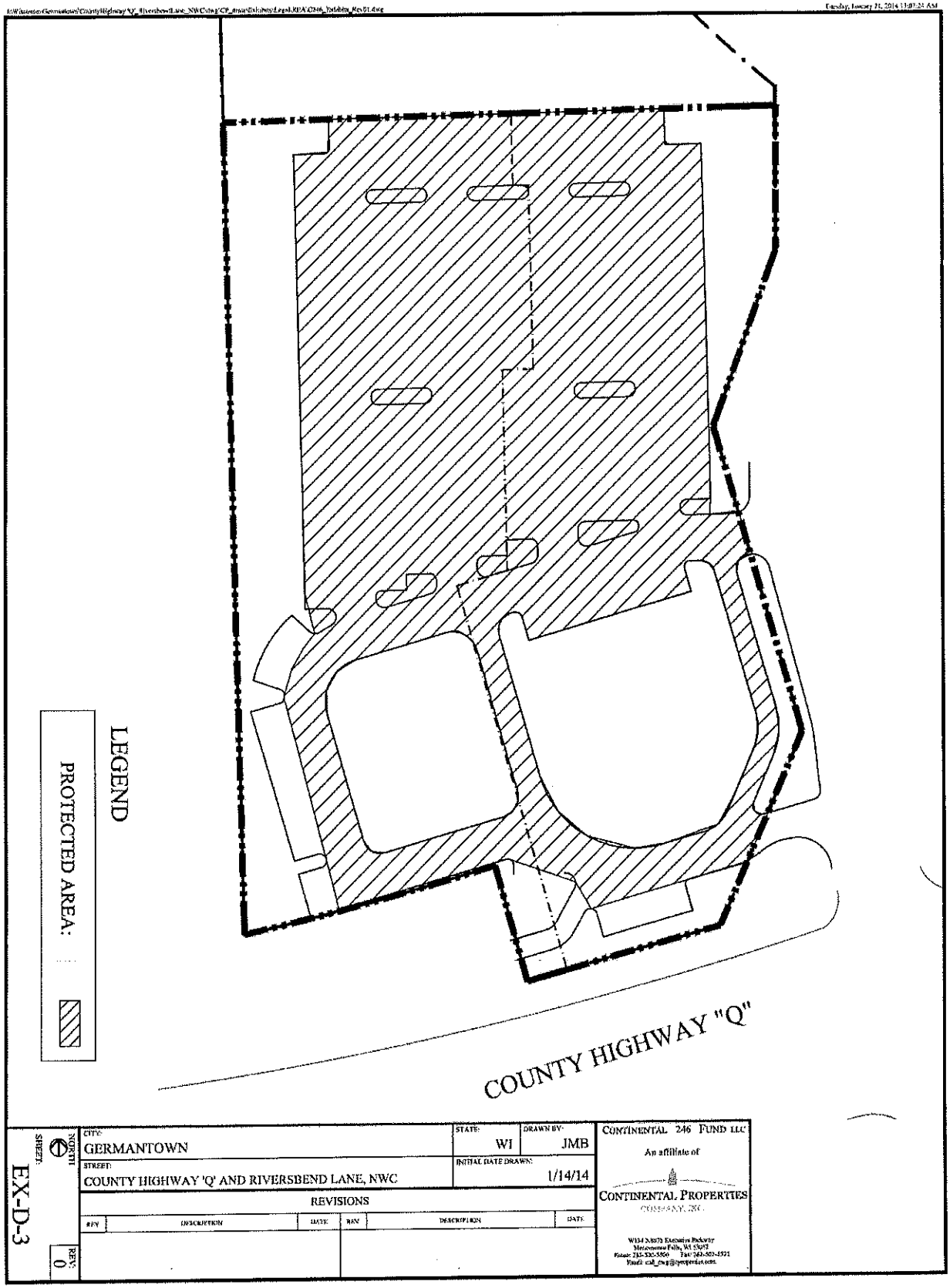
EXHIBIT D

SITE PLAN

(see attached)


RIVERSBEND PROPERTY
WEST PROPERTY
EAST PROPERTY
SHARED ACCESS ROAD
TRAFFIC SIGNAL
COUNTY HIGHWAY "Q"
LOT 3
LOT 2
LOT 1
COUNTY HIGHWAY "Q"
NORTH
SHEET:
EX-D-1
REV: 0
CITY: GERMANTOWN
STATE: WI
DRAWN BY: JMB
STREET: COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC
INITIAL DATE DRAWN: 1/14/14
REVISIONS
REV
DESCRIPTION
DATE
REV
DESCRIPTION
DATE
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
COMPANY, INC.


GOLF COURSE TRASH ENCLOSURE
OUTDOOR SEATING AREA
WEST PROPERTY TRASH ENCLOSURE
EAST PROPERTY TRASH ENCLOSURE
COUNTY HIGHWAY "Q"
LEGEND
BUILDING AREA:
PERMANENT ACCESS DRIVES:
GOLF COURSE PARKING AREA:
OUTDOOR SEATING AREA:
NORTH
SHEET:
EX-D-2
REV: 0
CITY: GERMANTOWN
STATE: WI
DRAWN BY: JMB
STREET: COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC
INITIAL DATE DRAWN: 1/14/14
REVISIONS
REV | DESCRIPTION | DATE | REV | DESCRIPTION | DATE
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES COMPANY, INC.



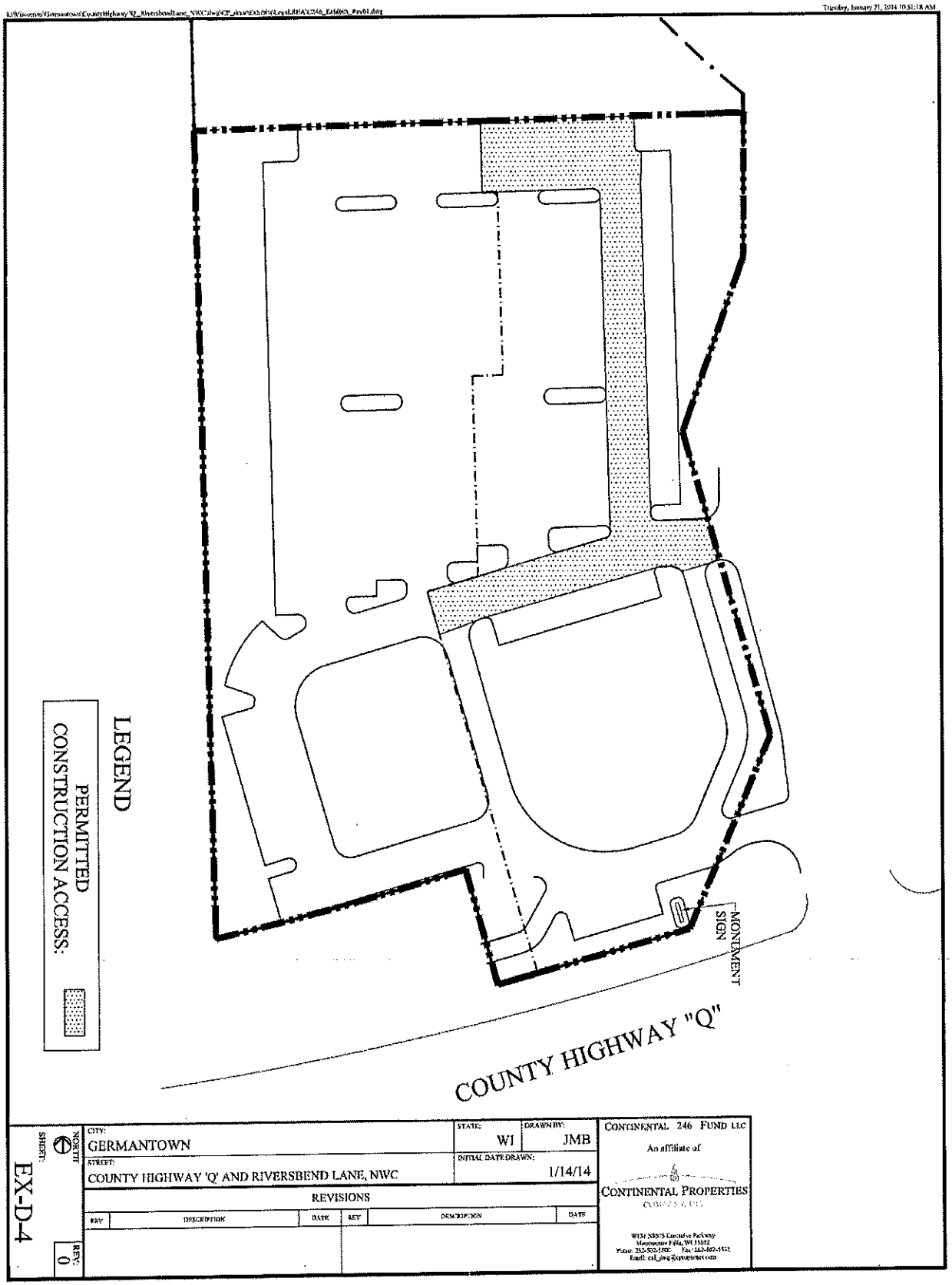
CITY: GERMANTOWN	STATE: WI	DRAWN BY: JMB	CONTINENTAL 246 FUND LLC An affiliate of CONTINENTAL PROPERTIES COMPANY, INC.
STREET: COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC	INITIAL DATE DRAWN: 1/14/14		

REVISIONS

REV	DESCRIPTION	DATE	REV	DESCRIPTION	DATE

SHEET: EX-D-3 REV: 0

NORTH


LEGEND
PERMITTED CONSTRUCTION ACCESS:
MONUMENT SIGN
COUNTY HIGHWAY "Q"
NORTH
SHEET:
EX-D-4
REV: 0
CITY:
GERMANTOWN
STATE:
WI
DRAWN BY:
JMB
STREET:
COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC
INITIAL DATE DRAWN:
1/14/14
REVISIONS
REV
DESCRIPTION
DATE
REV
DESCRIPTION
DATE
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES

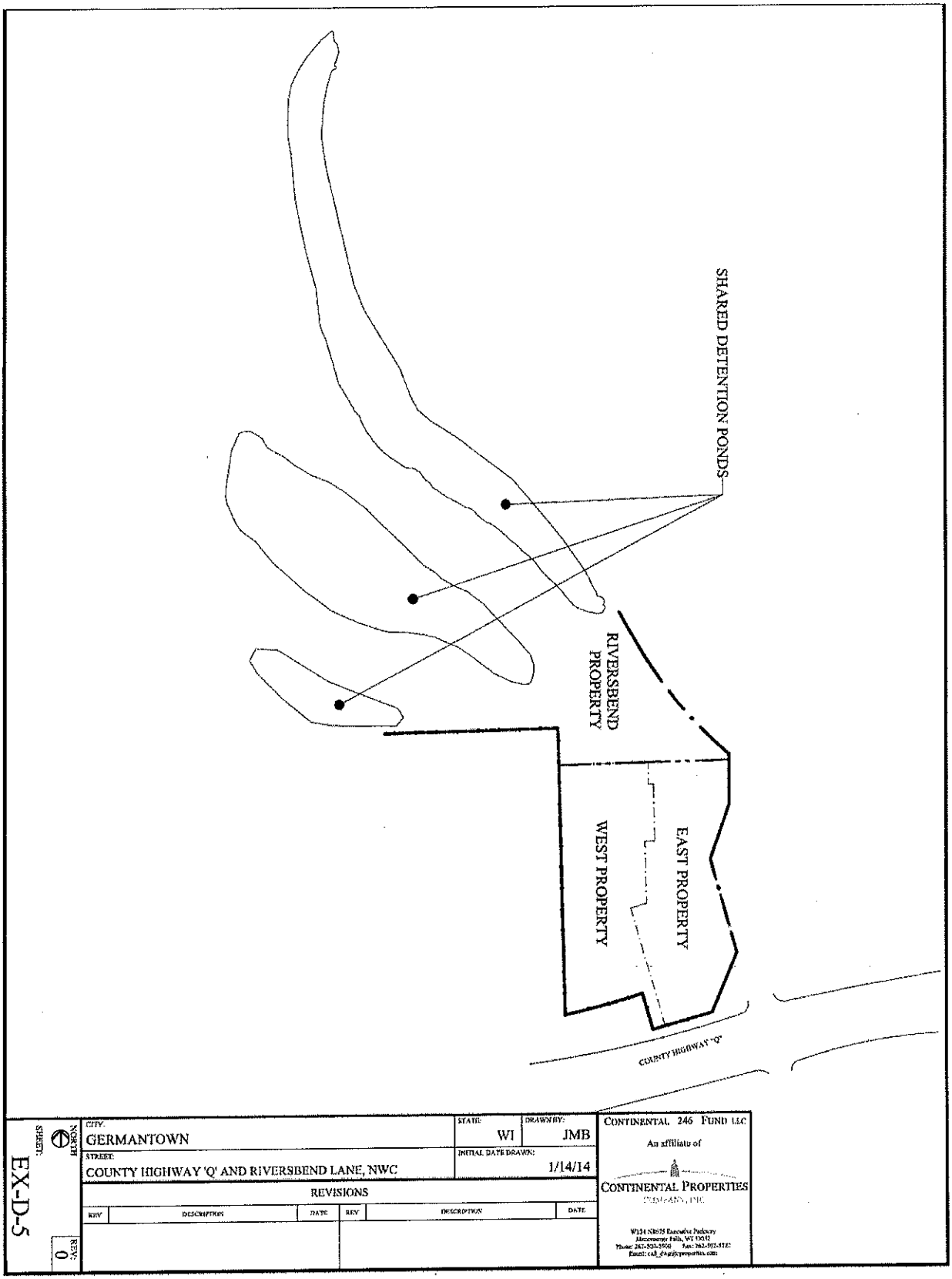

SHARED DETENTION PONDS
RIVERSBEND PROPERTY
WEST PROPERTY
EAST PROPERTY
COUNTY HIGHWAY "Q"
NORTH
CITY:
GERMANTOWN
STATE:
WI
DRAWN BY:
JMB
STREET:
COUNTY HIGHWAY 'Q' AND RIVERSBEND LANE, NWC
INITIAL DATE DRAWN:
1/14/14
REVISIONS
REV
DESCRIPTION
DATE
REV
DESCRIPTION
DATE
SHEET:
EX-D-5
REV:
0
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
COMPANY, INC.

EXHIBIT E

MONUMENT SIGN RENDERING

(see attached)

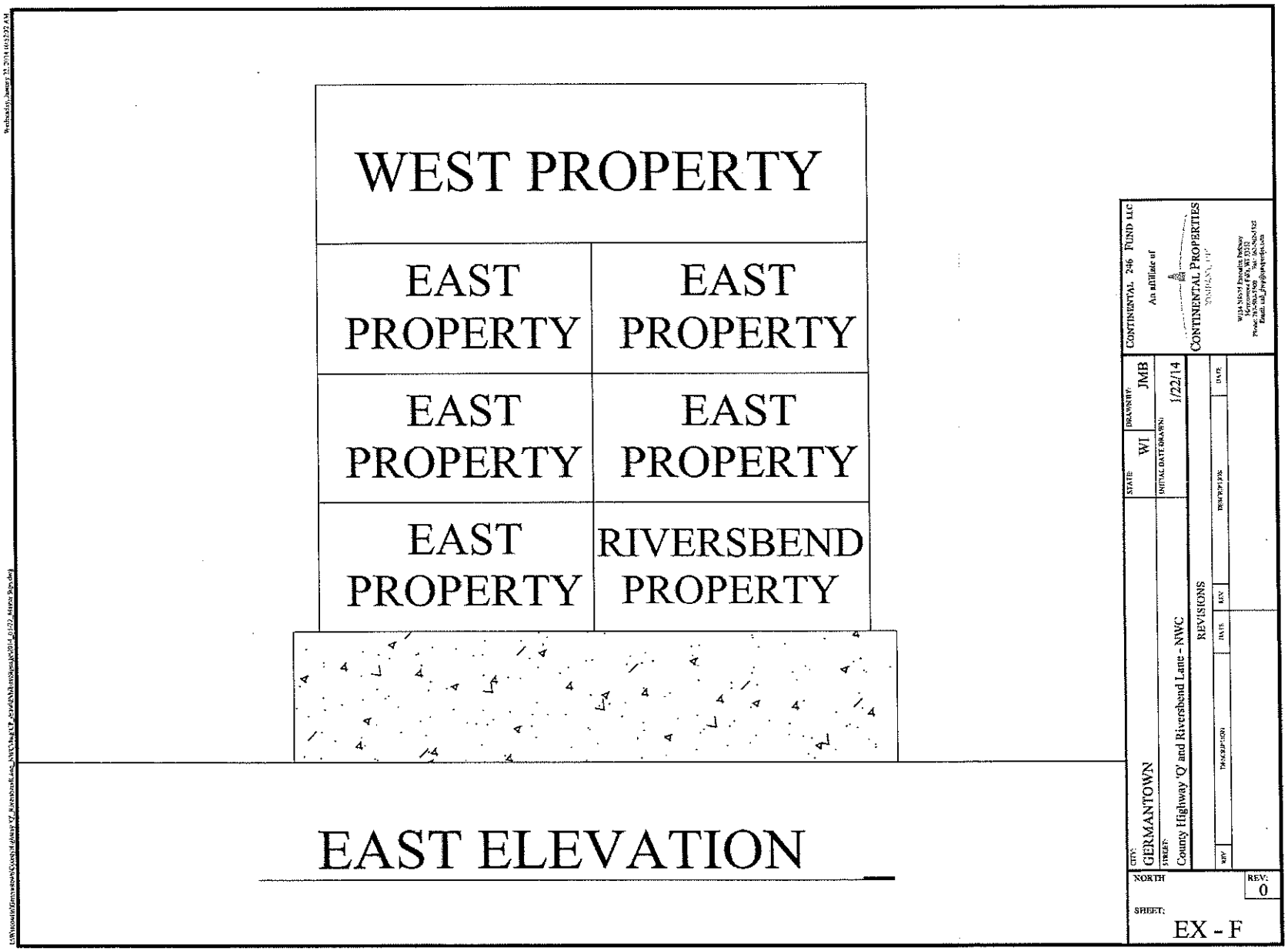

WEST PROPERTY
EAST PROPERTY
EAST PROPERTY
EAST PROPERTY
EAST PROPERTY
EAST PROPERTY
EAST PROPERTY
RIVERSBEND PROPERTY
EAST ELEVATION
CONTINENTAL 246 FUND LLC
An affiliate of
CONTINENTAL PROPERTIES
CITY: GERMANTOWN
STATE: WI
DRAWN BY: JMB
INITIAL DATE DRAWN: 1/22/14
STREET: County Highway 'Q' and Riversbend Lane - NWC
REVISIONS
NORTH
REV: 0
SHEET: EX - F

EXHIBIT F

Prohibited Uses

(a) Warehouse or storage facility or any assembling, manufacturing, distilling, refining, smelting, agricultural, rendering or mining operation;

(b) "Second-hand" store whose principal business is selling used merchandise, thrift shops, "Salvation Army" type stores, "Goodwill" type stores, and similar businesses; provided, however, the foregoing restriction shall not prohibit the operation of an antique shop or first class resale business such as "Play It Again Sports", "Music Go Round" or quality furniture or clothing consignment store;

(c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors);

(e) Fire, going out of business (except during the thirty (30) day period immediately prior to the date on which such occupant actually goes out of business), relocation, bankruptcy or similar sales unless pursuant to court order;

(f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to: (i) any dry cleaning facility providing on-site service oriented to pickup and delivery by the ultimate consumer, including, nominal supporting facilities; or (ii) any dry cleaning facility which performs on-site clothing cleaning for its customers only using (x) a wet cleaner using aqueous non-solvent systems, and/or (y) a dry cleaner using Exxon DF 2000 or PureDry Solvent;

(g) Selling or leasing of new or used automobiles, trucks, trailers, boats or recreational vehicles except the incidental renting of delivery vehicles in connection with the operation of another business such as a home improvement store;

(h) Bowling alley, skating rink, gymnasium, dance hall, discotheque, night club, cabaret, or off-track betting parlor;

(i) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the foregoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the building; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the floor area of the pet shop;

(j) Funeral home or mortuary;

(k) Any establishment offering one or more of the following products, services or forms of entertainment whether as its primary business or incidental to another business: (i) the sale or rental of "X" rated motion pictures (in any format), the sale of books, magazines or other print material (or any electronic version thereof) which may not legally be sold to minors or which have as their primary emphasis the depiction of nudity, sexual conduct or other prurient interests including national so-called gentlemen's magazines such as "Playboy" and "Penthouse"; (ii) the offering of adult entertainment involving partial or complete nudity, with or without the sale of alcoholic beverages; (iii) the exhibition of motion pictures (in any format) that exhibit the male or female genitalia, depict sexual acts or present any material considered by the general public to be lewd, lascivious, obscene, pornographic or generally catering to prurient interests; (iv) except in connection with the operation of a licensed prescription pharmacy, the operation of a

business which sells any product generally used for or in connection with the consumption or ingestion of illegal drugs such as bongs, waterpipes, roach clips, coke spoons, hypodermic needles, cigarette papers, or any evolution of such products or any new product, generally used, or considered by the general public or law enforcement officials as being used, primarily for the consumption or ingestion of illegal drugs whether or not such products may also have a legal use or a use unrelated to the consumption or ingestion of illegal drugs; (v) a massage parlor, modeling studio, rap parlor or any similar or other business offering "adult oriented" entertainment or services; (vi) psychic, fortune teller, card reader or similar establishment; (vii) casino, gambling hall, off track betting facility or gambling operation;

(l) Flea market;

(m) Car wash;

(n) Living quarters, sleeping apartments or lodging rooms or residential use of any kind;

(o) Tattoo parlor or body piercing establishment (however, ear piercing as an incidental part of another business shall be permitted);

(p) Church, school, day care center or religious or educational facility, including without limitation, religious reading room, beauty school, barber college or other facility catering primarily to students or trainees rather than customers;

(q) General office facility other than: (i) an incidental office located within a business establishment and used for the purposes of managing the business being operated therein; (ii) offices that provide services directly to consumers, which are customarily found in first class neighborhood shopping centers such as financial institutions, real estate agencies, stock brokerages, title company, escrow offices, travel and insurance agencies, law offices, and medical and dental offices that do not admit patients for overnight stays;

(r) Cinema or movie theater or performing arts theatre;

(s) Amusement arcade or amusement center (which does not apply to ancillary use of video games and electronic amusement devises in connection with operation of a restaurant and/or bar);

(t) Any use involving the sale of gasoline or diesel fuel or other petroleum products, or use as an automobile or truck service station or repair establishment, including tire sale establishments;

(u) Any food depository, food pantry, half-way house, homeless shelter or other similar use;

(v) Any jail, penal, detention or correctional institution;

(w) Gun shop or shooting range;

(x) A facility whose primary business is check cashing or "pay day" loans;

(y) A facility whose primary business is the sale of tobacco and tobacco related products.

EXHIBIT F-1

West Exclusive Use

No (i) a restaurant and/or bar with a sports theme or concept as a "Sports Bar" (defined below) or (ii) a restaurant and/or bar which serves bone-in or boneless chicken wings as a menu item with two or more types of sauces, where sales of the same in the aggregate constitute 7% or more of such operation's food sales on a gross revenue basis (a "**Wings Restaurant**"). A "**Sports Bar**" is defined as a restaurant and/or bar which markets itself for the viewing of sports events, and which has (i) three (3) or more televisions, or (ii) any projection programming or broadcasting, or (iii) any screens that exceed 37" diagonal. Competing businesses prohibited by the foregoing exclusive shall include, without limitation, Champps, Hooters, Wing Stop, Buffalo Wings & Rings, Paradocks East Coast Grille, Raising Cane's, Quaker Steak and Lube, The Green Turtle, Brick House Tavern & Tap, Show Me's, Tilted Kilt Pub & Eatery, Cheddar's Casual Café, East Coast Wings & Grill, BJ's Restaurant, AJ Gators Sports Bar & Grill, Gators Sports Bar & Grill, and Brewhouse, Hurricane Grill and Wings.

CERTIFIED SURVEY MAP (CSM) APPLICATION

1/10/22 Plan Commission Meeting

Ryan Rahl / Apex Hotel Investments / Willow View Investments, LLC

Planning & Zoning Report **Germantown, Wisconsin**

Summary

Ryan Rahl, agent, on behalf of Apex Hotel Investments, LLC and Willow View Investments, LLC, property owners, is seeking approval of a 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels located at N111W18611 Mequon Road and W188N11020 Maple Road.

Property Location: N111W18611 Mequon Road
W188N11020 Maple Road

Applicant/
Property Owner:

Ryan Rahl	Apex Hotel Investments LLC
W175N11081 Stonewood Dr	Willow View Investments LLC
Suite #204	311 Preserve Way
Germantown, WI 53022	Colgate, WI 53017

Current Zoning: B-5: Highway Business

Adjacent Land Uses		Zoning
North	Commercial / Industrial	B-3 / M-1 / PDD
South	Park/Ag	A-1/ I
East	Open Space	A-2
West	Commercial	B-5



Proposal

Ryan Rahl, agent for Apex Hotel Investments, LLC (Country Inn & Suites) and Willow View Investments, LLC (Florian Park), property owners, are seeking approval of a 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels located at N111W18611 Mequon Road and W188N11020 Maple Road. Approximately 4 acres of land will be detached from the 6-acre Country Inn & Suites parcel and added to the 13.8-acre Florian Park parcel.

The purpose for adjusting the common property line and adding 4 acres to the Florian Park parcel is to create an opportunity for future expansion of the Florian Park operation (although no plans to do so are being presented at this time).

Staff Comments

This proposal will effectively undo a property line relocation that was approved in 2016 and re-establish the same common property line location that existed before the 2016 CSM approval.

The proposed parcels meet the requirements of the B-5: Highway Business Zoning District.

A significant amount of wetland associated with the Menomonee River that runs through the property along the west side has been identified; however, an updated wetland delineation has been deferred because there is no development proposed on either parcel. A delineation will be required if/when any further development of either parcel is proposed. A note requiring a wetland delineation if/when development is proposed should be included on the CSM.

The Village Surveyor identified a few technical corrections in a memo dated November 29, 2021 (copy attached). A revised CSM addressing these corrections shall be provided prior to recording the CSM.

VILLAGE STAFF RECOMMENDATION

APPROVE the proposed 2-lot Certified Survey Map (CSM) to relocate the common property line between the Florian Park and Country Inn & Suites parcels subject to the following conditions:

1. All technical issues and corrections identified by the Village Surveyor in the November 29, 2021 memo shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.
2. Notes requiring a wetland delineation when any further development on either parcel is proposed for development shall be added to a revised CSM submitted and approved by the Village Planner prior to recording the CSM.

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

November 29, 2021

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Apex Hotel Investments, LLC CSM Review

Certified Survey Map

Applicant or Owner: Apex Hotel Investments, LLC / Willow View Investments, LLC
Land Surveyor/Firm: James G. Schneider / North Shore Engineering, Inc.

1. Make note that the bearing basis is referenced to Wisconsin State Plane Coordinate System, South Zone (NAD 1983-2011 datum).

2. Label documents that previously dedicated Maple Road and Lannon Road right of ways.

3. Continue to show extensions of both the wetland limits and floodplain lines throughout CSM limits.

4. All existing utility and drainage easements with recording information will be shown and dimensioned.

5. Label 75' setback line for Menomonee River.

6. Should stream and wetland setback lines be shown on the Certified Survey Map document, the following note will be added:

   "Development within these setback areas is prohibited unless otherwise allowed pursuant to the provisions of Chapter 24 (Shoreland-Wetland Zoning Code) in the Germantown Municipal Code."

7. For Village of Germantown Planning Commission Approval the Secretary is **Laura A**. Johnson.

8. For Village of Germantown Board Approval insert "and accepted" after "hereby approved".

No further review comments.

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Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

GRĀEF

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Sincerely,



Burt J. Naumann, PLS
Senior Vice President

Village of Germantown ...Willkommen

Fee must accompany application
- [ ] $2,900 with public improvements
- [X] $1,960 no public improvements

Paid $ ____ Date 11-16-21

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Ryan J. Rahl
W175N11081 Stonewood Dr. Suite #204
Germantown, WI 53022
Phone (262) 327-0505
Fax ( )
E-Mail ryan.rahl@rahlandassociates.com

PROPERTY OWNER

Apex Hotel Investments LLC
4311 Preserve Way
Colgate, WI 53017
Phone (262) 327-0505

2 PROPERTY ADDRESS OR GENERAL LOCATION | **TAX KEY NUMBER**

W188N11080 Maple Rd. | GTNV 282988

3 PURPOSE OF LAND SPLIT

More functional for the Florian property.	Will the land split require rezoning? NO
	From / To

4 READ AND INITIAL THE FOLLOWING:

RJR I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

RJR I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

RJR I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

RJR I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant 11/10/21 Date

Owner 11/10/21 Date

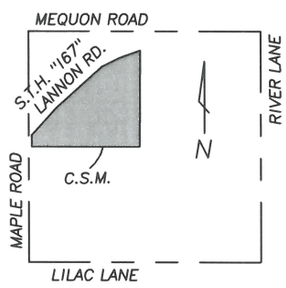
CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net



LOCATION MAP

NORTHWEST 1/4 SEC. 28-9-20
(SCALE 1"=2000')

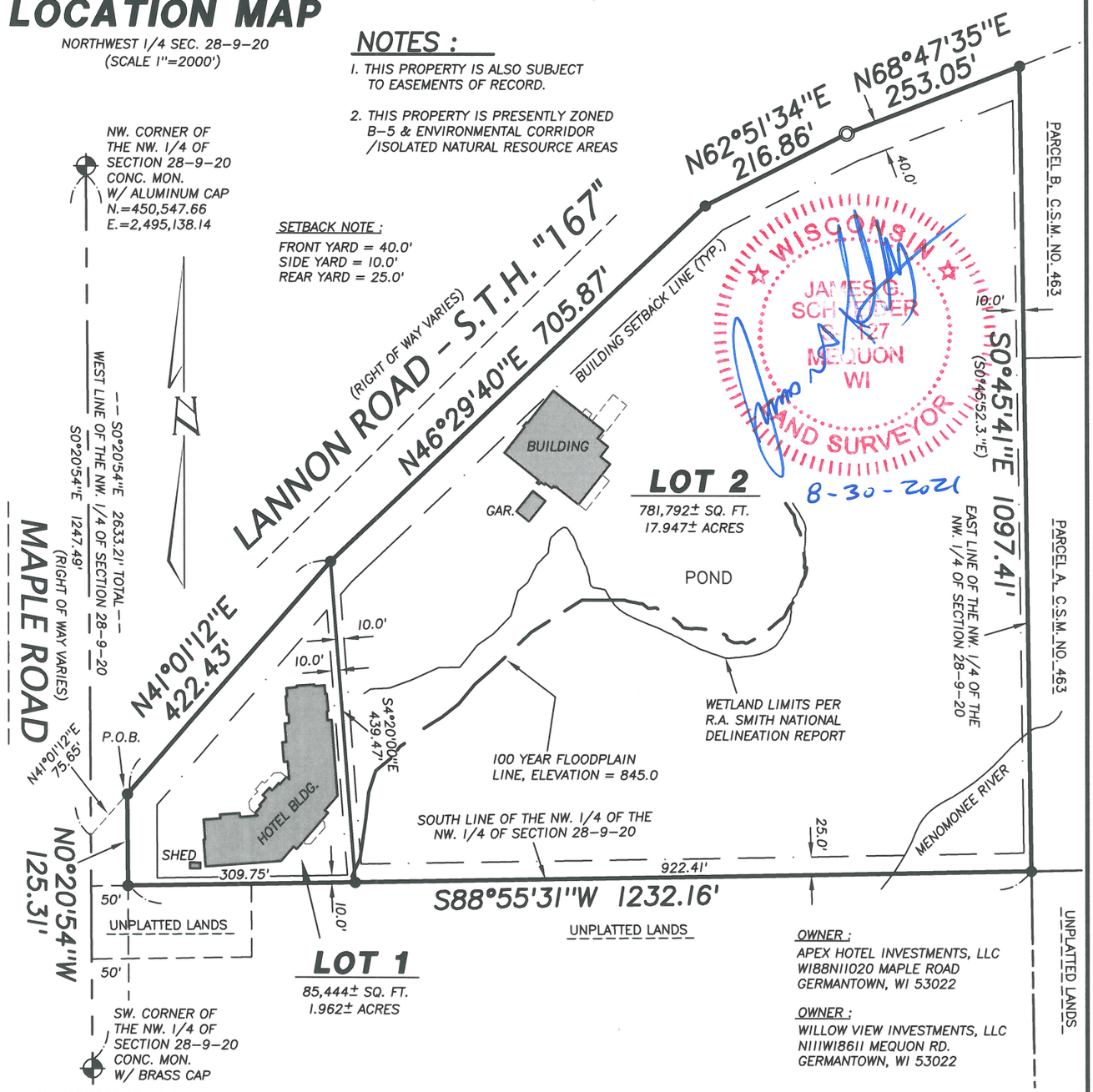
LEGEND

- ● –DENOTES STEEL PIPE (FOUND)
- O –DENOTES 3/4" CAPPED REBAR (FOUND)
- ( ) –DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE NW. 1/4 OF SECTION 28-9-20 WHICH BEARS S0°20'54"E)

NOTES :

1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED B-5 & ENVIRONMENTAL CORRIDOR /ISOLATED NATURAL RESOURCE AREAS



OWNER :
APEX HOTEL INVESTMENTS, LLC
W188N11020 MAPLE ROAD
GERMANTOWN, WI 53022

OWNER :
WILLOW VIEW INVESTMENTS, LLC
N111W18611 MEQUON RD.
GERMANTOWN, WI 53022

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

A redivision of Certified Survey Map No. 6777, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 28; thence S0°20'54"E along the West line of said 1/4 Section, 1247.49 feet to a point in the Westerly extension of the South right of way line of Lannon Road – S.T.H. "167"; thence N41°01'12"E along said South right of way line, 75.65 feet to a point in the East right of way line of Maple Road, said point being the point of beginning of lands to be described; thence continuing N41°01'12"E along said South right of way line of Lannon Road – S.T.H. "167", 422.43 feet; thence N46°29'40"E along said South right of way line, 705.87 feet; thence N62°51'34"E along said South right of way line, 216.86 feet; thence N68°47'35"E along said South right of way line, 253.05 feet to a point in the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 28, said point also being the Northwest corner of Certified Survey Map No. 463; thence S0°45'41"E along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 28 and the West line of Certified Survey Map No. 463, 1097.41 feet to the Southwest corner of said Certified Survey Map No. 463, said point also being the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence S88°55'31"W along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 28, 1232.16 feet to a point in the East right of way line of Maple Road; thence N0°20'54"W along said East right of way line, 125.31 feet the point of beginning.

Said lands containing 19.909 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Apex Hotel Investments, LLC and Willow View Investments, 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 complied with Chapter 236.34 of the Wisconsin Statutes and Chapter 17 & 18 of the Village of Germantown.

James G. Schneider S-2127 8-30-2021

WISCONSIN
JAMES G. SCHNEIDER S-2127 MEQUON WI
LAND SURVEYOR

This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE (No.-1)
I, Ryan J. Rahl (Member) of Apex Hotel Investments, LLC, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20___.

_____ _____
Witness Ryan J. Rahl (Member)

STATE OF WISCONSIN)
WASHINGTON COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named Ryan J. Rahl (Member) to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

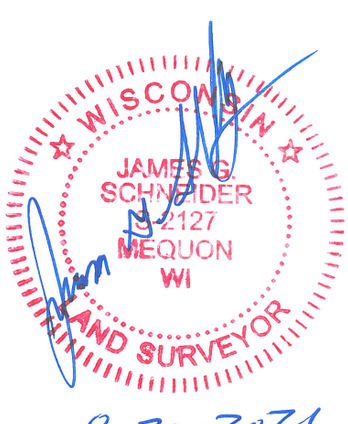
CORPORATE OWNER'S CERTIFICATE (No.-2)
I, Ryan J. Rahl (Member) of Willow View Investments, LLC., OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20___.

_____ _____
Witness Ryan J. Rahl (Member)

STATE OF WISCONSIN)
WASHINGTON COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named Ryan J. Rahl (Member) to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public



8-30-2021

This instrument was drafted by James G. Schneider

CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF CERTIFIED SURVEY MAP NO. 6777, BEING A PART THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CONSENT OF MORTGAGEE

PORT WASHINGTON STATE BANK, 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 certificates of Ryan J. Rahl, OWNERS.

In witness whereof, the said PORT WASHINGTON STATE BANK has caused these presents to be signed by _____, it's _____ _____ at _____, Wisconsin, this _____day of _____ _____, 20___.

IN THE PRESENCE OF: PORT WASHINGTON STATE BANK

_____ By: _____

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named by _____, to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____
Notary Public

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this _____ day of _____, 2021.

_____ _____
Dean Wolter, Chairman Date

_____ _____
Lori Johnson, Secretary Date

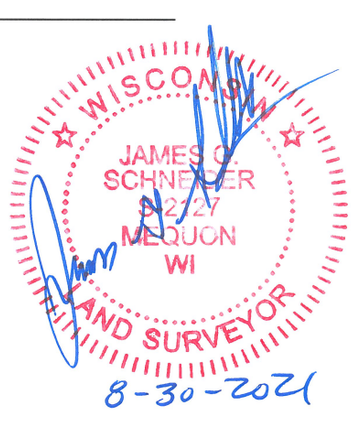
VILLAGE OF GERMANTOWN BOARD APPROVAL

This Certified Survey Map, being a division of Nw. ¼ of the Nw. ¼ of Section 28, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 2021.

_____ _____
Dean Wolter, Village President Date

_____ _____
Deanna Braunschweig, Village Clerk Date

This instrument was drafted by James G. Schneider



SIGN REVIEW

1/10/22 Plan Commission Meeting

Innovative Signs, Inc / Goldendale Road II, LLC

Planning & Zoning Report **Germantown, Wisconsin**

Summary

Innovative Signs, Inc, agent for Goldendale Road, LLC, property owner, is requesting approval for a new ground sign for the multi-tenant building located at W204N13035 Goldendale Road and the multi-tenant building to be constructed at W204N13055 Goldendale Road.

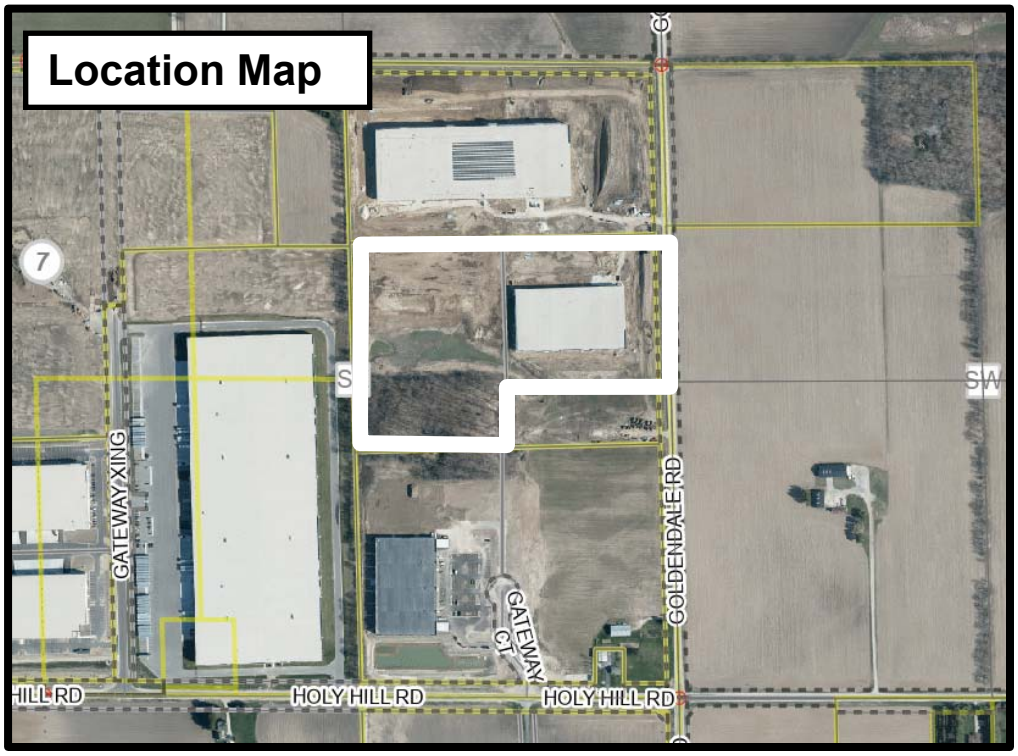
Location: W204N13035 and W204N13055 Goldendale Road

Agent/
Property Owners: Innovative Signs, Inc.
21700 Doral Road
Waukesha, WI 53186

Goldendale Road II, LLC
c/o The Dickman Company
626 E. Wisconsin Ave. Ste 1020
Milwaukee, WI 53202

Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Industrial	M-1
South	Industrial	M-1
East	Agricultural	A-1
West	Industrial	M-1



Background/Proposal

Innovative Signs, Inc, agent for Goldendale Road, LLC, property owner, is requesting approval for a new ground sign for the multi-tenant building located at W204N13035 Goldendale Road. The new sign will be located on the south side of the driveway off of Goldendale. This sign will also serve the future multi-tenant building to be constructed to the west of the existing building (W204N13055 Goldendale Road).

Ground Sign

- 5’ x 16’ (80 square feet per side, 160), double-sided, internally illuminated aluminum cabinet with removable aluminum panels on a 3’4” tall masonry base (overall height of 8’8”)

Staff Comments

As this sign will serve two multi-tenant buildings, staff recommends that address coordinates for both buildings be included on the base along with an indication of which businesses are in which building (i.e. east building/west building). This has been added as a condition of approval.

The white background on the tenant sign panels will be opaque. The proposed ground sign will be setback 5’ from the property line and includes a landscaping plan that meets the required 3’ on all sides of the sign. All other requirements of the sign code have been met.

Village Staff Recommendation

APPROVE the proposed ground sign for the two multi-tenant buildings located at W204N13035 and W204N13055 Goldendale Road subject to the following conditions:

1. Address coordinates of both buildings shall be included on the base of the sign with the east and west buildings identified. Revised drawings shall be submitted and approved by Planning & Zoning Staff prior to sign installation.
2. Electrical permits shall be obtained from Inspection Services prior to installation of any/all electrical components.

Village of Germantown ...Willkommen

Fee must accompany application

$275 Sign Review Fee

$ 75 Sign Face Replacement

Paid _____ Date_____

SIGN REVIEW APPLICATION

Pursuant to Section 17.46 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 **APPLICANT OR AGENT**

Innovative Signs, Inc
21700 DORAL ROAD
WAUKESHA, WI 53186

Phone (262) 432-1330
Fax ( )
E-Mail shaun@innovative-signs.com

PROPERTY OWNER

Goldendale Road II, LLC
c/o THE DICKMAN company, Inc
626 E. Wisconsin Ave, suite 1020
Milwaukee, WI 53202
Phone (22)710-0501 x 301
mbyrne@brioh.com

2 **PROPERTY ADDRESS OR GENERAL LOCATION**

W204 N13035 Goldendale Road, Germantown, WI 53022

3 **SIGN INFORMATION** SEE ATTACHED

Sign Dimensions _____height x _____ width Single/Multi Tenant (circle one)
Number of Sides _____ Building Frontage SF _____
Total Square Footage of Sign (include all sides)_____
Total height of the Sign_____
Is the Sign to be illuminated _____yes _____ no
Type of Sign Construction Materials_____
Distance to Closest Property Line_____

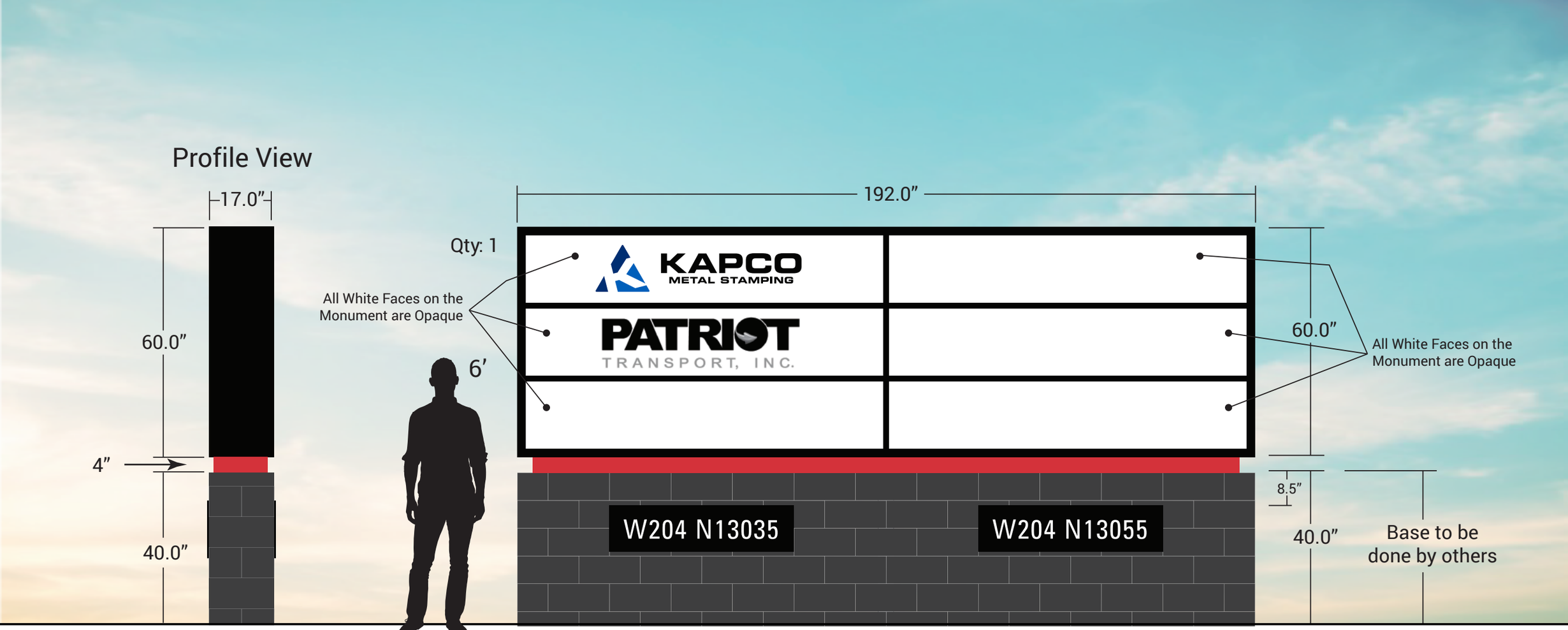
Are there any existing signs on the property NO
If yes, what is the total Square Footage of existing signs N/A

What are the intentions for the existing signs: Take down _____ Remain _____

4 **SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!**

Applicant 11/18/21 Date

Owner 11/22/21 Date



*** ADDRESS PANEL **W204 N13035**
IS TO BE **INSTALLED ALWAYS ON THE ROAD SIDE**
ON BOTH SIDES

4"x153" Square
Schedule 40 - ¼" Wall

INNOVATIVE SIGNS
www.Innovative-Signs.com

Client	Size	Sides
BRIOHN Building Corp. Kapco/Patriot	**See Above**	☐S/S ■D/S

EST/ORD #	Quantity
EST - 8481	■1 ☐2 ☐3 ☐4 ☐5 ☐6

Materials & Specs

Lit Double Sided Monument

- Internally Illuminated, White LED's
- Routed Aluminum Opaque Faces Painted White Backed with Acrylic
- Translucent Kapco Logo, Perforated Black Vinyl Copy, Translucent Gray Vinyl Tagline
- 4" Reveal Painted to best match PMS-1797c
- (4)Dibond Address Panel: 48" x 12" Letter Height: 5" - to be mounted to base with Refective White Vinyl Address
- 4" x153" Square Schedule 40 Pole-¼" Wall

Colors

- **Black Dibond**
- **3M White Reflective Vinyl**
- **Pantone 1797c - SW 6868 - Real Red**
- **White Aluminum**
- **Pantone 288c - Oracal 8500-183 Ink Blue Translucent Vinyl**
- **Pantone 300c - Oracal 8500-052 Azure Blue Translucent Vinyl**
- **Black Perforated Vinyl(White at Night)**

Project Manager	Designer - Date
Shaun R.	Brian Harrigan 01/06/2022

CJ engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

DICKMAN MULTI-TENANT DEVELOPMENT

GERMANTOWN, WISCONSIN

WEST ROCKFIELD ROAD
(73' PUBLIC RIGHT OF WAY)

GOLDENDALE RD (C.T.H. 'Y')
(PUBLIC RIGHT OF WAY WIDTH VARIES)

PROPOSED BUILDING
FIRST FLOOR ELEV. 947.00

FUTURE BUILDING EXPANSION

PROPOSED BUILDING
FIRST FLOOR ELEV. 948.00

PROPOSED BUILDING
FIRST FLOOR ELEV. 948.00

STORM WATER POND
NORMAL WATER ELEV. 937.0

BIORETENTION BASIN

New Monument

NOTE:
1. TOTAL DISTURBED AREA = 41.11 ACRES
2. SPOT GRADES ALONG THE CURB ARE AT THE BOTTOM OF THE CURB.

www.DiggersHotline.com
DIGGERS HOTLINE
DIAL 811 OR (800) 242-8511

LEGEND

943	EXISTING CONTOUR
946	PROPOSED CONTOUR
x 942.5	PROPOSED ELEVATION
ST	PROPOSED STORM SEWER

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 INCH = 60 FT.

CJE NO.: CJEI928-02R3
OCTOBER 31, 2019

SITE GRADING PLAN

C0.0
SHEET 1 OF 12

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED BOTANICAL NAME	COMMON NAME	SHRUB SIZE (HEIGHT)	ROOT/ CONT.	SPECIFICATION / NOTES	PLANT SPACING
EVERGREEN SHRUBS							
GSJ	10	Juniperis chinensis sargenti 'Viridis'	Green Sargent Juniper	#5	Cont.	Full rounded well branched shrub	42"

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED BOTANICAL NAME	COMMON NAME	CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
ORNAMENTAL GRASSES							
KFRG	16	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	#1	Cont.	Full, well rooted plant	15-18"

PLANT KEY	QUANTITY	PLANT MATERIAL PROPOSED BOTANICAL NAME	COMMON NAME	CONTAINER SIZE		SPECIFICATION / NOTES	PLANT SPACING
HERBACEOUS PERENNIALS							
RRD	30	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily	#1	Cont.	Full, well rooted plant, evenly shaped	18"

Hardscape Materials					
	5	Shredded Hardwood Mulch (3" depth)	*Area: 550 SF*	CY	Bark Mulch; apply Preemergent after installation of mulch
	3.5	Soil Amendments (2" depth)	*Area: 550 SF*	CY	
	3.5	Pulverized Topsoil (2" over bed areas)	*Area: 550 SF*	CY	

*Landscape counts & quantities are provided as a service to the Landscape Contractor; Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan- including the graphics and notations depicted therein- shall govern.

SIGN VISABILITY CONE

30 ROSY RETURNS DAYLILLY

10 GREEN SARGENT JUNIPER

PROPOSED MONUMENT SIGN

16 KARL FOERSTER GRASS

TRANSPLANT OR REPLACE EXISTING PLANTINGS TO INCREASE SIGN VISIBILITY

TRANSPLANT OR REPLACE EXISTING PLANTINGS TO INCREASE SIGN VISIBILITY

3 JTL

6 NS

5 BHS

5'

16'

GRAVEL EDGE

MODIFIELD LANDSCAPE PLAN

Scale: 1" = 20'0"

NORTH

HELLER & ASSOCIATES, LLC
LANDSCAPE ARCHITECTURE

P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.639.9733
david@wdavidheller.com
www.wdavidheller.com

Green Sargent Juniper, Chinese Juniper

Juniperus chinensis 'Sargentii Viridis'

HELLER & ASSOCIATES LLC
LANDSCAPE ARCHITECTURE

Family: Cupressaceae











Plant Type:	Evergreen Shrub (spreading) Non-Native	*Height:* *Spread:*	18"-24" 60"-120"
USDA Hardiness Range:	4A to 10A	*Form:* *Spacing:*	Low, Spreading/Horizontal 48"
Growth Rate:	Average		
Exposure:	Part Sun to Full Sun		
Moisture:	Widely Adaptable, not tolerant of wet soils		
Salt Tolerance:	None		
Soil Tolerance:	Average to dry soils, including rocky soils		
Preferred PH:	less than 6.8 to more than 7.7		
Bloom Color:	Spring		
Bloom Time:	Brown & Yellow		
Fruits:	Blue Berries (small)		
Persistence:	Yes		
Leaf Color:	Green		
Fall Color:	No change		
Winter Interest:	Evergreen; does not change color in winter		
Wildlife Interest:	None		

Notes of Interest:

Deer resistence is excellent
Tolerant of urban pollution, and drought conditions
Thrives in rocky soils with little topsoil present
Does not tolerate standing water or wet soils
Foliage is feathery, soft bright green all year long

Karl Foerster Feather Reed Grass

Calamagrostis acutiflora 'Karl Foerster'

Family: Poaceae







Plant Type:	Perennial (Ornamental Grass) Non-Native	*Height:*	48-60"
		Spread:	18-24"
USDA Hardiness Range:	4A - 9A	*Form:*	Columnar

Growth Rate: Average
Exposure: Full Sun
Moisture: Tolerates dry to moist soils
Salt Tolerance: Moderate

Soil Tolerance: Clay; Sand; Slightly alkaline; acidic; loam soils
Tolerates extensive flooding

Bloom Color: Late Summer
Bloom Time: Brownish-tan wheat plumes

Fruits: None *Persistence:* None

Leaf Color: Green *Fall Color:* Straw Beige

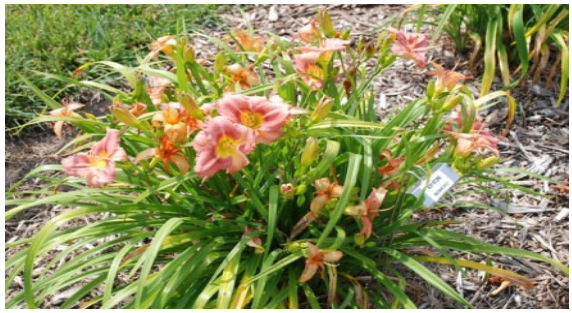
Winter Interest: Dried grasses can remain upright in winter
Wildlife Interest: Safe-haven for small animals in winter Tolerates Black Walnut

Notes of Interest: This low growing ornamental grass is colorful and ever changing. With feathery flower spikes that emerge reddish-brown in Spring and turn golden to buff in Fall, it adds a lovely accent to naturalistic, craftsmen or prairie gardens. Use as a vertical among low-growing plants or have a pair planted in distressed metal pots or bronzed urns for a minimalist look. Perfect near water gardens or terraced patios where the breeze causes the grass to sway gracefully.

Rosy Returns Daylilly

Hemerocallis 'Rosy Returns'

Family: Liliacea






Plant Type:	Perennial (Herbaceous) Non-Native	*Height:*	12-14"
		Spread:	18-24"
USDA Hardiness Range:	3A-9A	*Form:*	Upright

Growth Rate:	Moderate
Exposure:	Full Shade to Part Shade
Moisture:	Average - Dry - Moist
Salt Tolerance:	Some
Soil Tolerance:	Slightly Acidic 6.0-6.5
Bloom Color:	Pink with Yellow Throat
Bloom Time:	Summer
Fruits:	None
Persistence:	None
Leaf Color:	Deep Green
Fall Color:	Pale Yellow
Winter Interest:	None
Tolerances:	Slight Wet Soils

Notes of Interest:

- This dwarf variety has prolific pink flowers
- Plants do not usually require dividing for 3-5 years, but are easily split apart in fall/early spring.
- Spent flower stems can be trimmed back after blooms are finished
- Border, Container,Perennial Garden, Groundcover
- Flowers open a full 4 inches and remain brilliant over a longer period than most daylily

CERTIFIED SURVEY MAP (CSM) APPLICATION

1/10/22 Plan Commission Meeting

Robert and Rhoda Hoeft

Planning & Zoning Report **Germantown, Wisconsin**

Summary

Robert and Rhoda Hoeft, property owners, are seeking approval of a 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue.

Property Location: W199N11525 Rosewood Avenue

Applicant/
Property Owner: Robert and Rhoda Hoeft
W199N11525 Rosewood Avenue
Germantown, WI 53022

Current Zoning: Rs-5: Single-family Residential

Adjacent Land Uses		Zoning
North	Residential	Rs-5
South	Residential	Rs-5
East	Residential	Rs-5
West	Residential	Rs-5



Background/Proposal

Robert and Rhoda Hoeft, property owners, are seeking approval of a 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue. The purpose of this modification is to enlarge the lot with the single-family dwelling and sell the remaining lot as buildable.

Staff Comment

The Rs-5 Single-family Residential district allows a minimum lot size of 15,000 square feet. Both proposed lots resulting from the CSM will meet the minimum lot size and allow for all setback requirements to be met.

There are currently three (3) detached accessory structures on the property. The Village does not have permits for any of the accessory structures. The Rs-5 Single-family Zoning District allows one (1) accessory structure up to 1% of the size of the lot. As a part of this process, the property owner is required to come into compliance with the Residential Accessory Structure regulations for the Rs-5 District. This has been added as a condition of approval.

The Village's consulting Engineer has identified a few technical corrections in a memo dated January 3, 2022 (copy attached). These revisions have been added as a condition of approval.

Village Staff Recommendation

APPROVE the proposed 2-lot Certified Survey Map (CSM) to modify the boundary between Lots 2 and 7 of the Woodland Manor Subdivision located at W199N11525 Rosewood Avenue with the following conditions:

1. All technical issues and plan corrections identified by the Village Surveyor (see January 3, 2022 memo) shall be addressed and reflected in a revised CSM submitted and approved by the Village Engineer prior to recording the CSM.
2. The property owner shall work with the Community Development Department to bring proposed Lot 1 into conformance with Chapter 17.41 Residential Accessory Use, Building and Structure Restrictions of the Village Code no later than June 30, 2022, or obtain a variance from the Board of Zoning Appeals that may allow two to or more existing accessory buildings on Lot 1.

The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

GRAEF

collaborate / formulate / innovate

January 3, 2022

Jeff Retzlaff, Village Planner
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

SUBJECT: Hoeft CSM Review

Certified Survey Map

Applicant or Owner: Robert & Rhoda Hoeft
Land Surveyor/Firm: Rick R. Hillmann / Continental Surveying Services LLC

1. Building setback lines are to be mapped and dimensioned.
2. Label current zoning.
3. Label existing lot 2 and lot 7 of block 4.
4. All existing utility and drainage easements with recording information will be shown and dimensioned.
5. The section and township numbers are mislabeled for the West ¼ corner, Center of Section, North line of the SW ¼ and in the Reference Bearing.
6. Label (P) for the platted bearing of the south line of existing Lot 2.
7. Label coordinates (NAD 83 Grid) of point of commencement monument.
8. Label address of owner.
9. Per Chapter 18 of the Village Land Division Ordinance, all Subdivision and Certified Survey Maps will be referenced to Wisconsin State Plane Coordinate System, South Zone (NAD 1983-2011 Datum) grid bearings for a bearing basis.
10. In the Surveyor's Certificate the last line of the second paragraph should read "as follows".
11. The last paragraph of the Surveyor's Certificate should reference Chapter 18 of the Village of Germantown Subdivision Control Ordinance.
12. The first paragraph of the Owner's Certificate should reference Chapter 18 of the Village of Germantown Subdivision Control Ordinance.

13. On Sheet 4 of 4 label Planning Commission vs. Plan Commission.

No further review comments.

Document Approval and Recording

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion
As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat, The professional land surveyor is responsible for submitting a copy of the AutoCad drawing file (.dwg) of the document in version 2019 on compact disk (CD) or via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal.

Note: In 2020, the Village will be upgrading its municipal code to recognize the NAD83 Datum, 2011 adjustment for horizontal control and NAVD88 for vertical control for mapping all land division documents and plan submittals for review.

There are new dossier sheets for all the Public Land Survey System monuments that contain the new coordinate positions and elevations available currently on the State Cartographer's website by using the Survey Control Finder application

Prior to Recording the Certified Survey Map or Final Subdivision Plat, the Village Engineering Department will verify that the boundary markers have been installed as described on the submitted map. All boundary corners are to be clearly marked in the field by the professional land surveyor of record.

GRĀEF

collaborāte / formulāte / innovāte

Sincerely,



Burt J. Naumann, PLS
Senior Vice President

Village of Germantown ...Willkommen

Fee must accompany application
☐ $2,900 with public improvements
☒ $1,960 no public improvements
Paid $ ____ Date 12-13-21

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Robert A. and Rhoda J. Hoeft
W199N11525 Rosewood Ave.
Germantown, WI 53022
Phone (920) 381-0134
Fax ( )
E-Mail rahoeft3@hotmail.com

PROPERTY OWNER

Robert A. and Rhoda J. Hoeft
W199N11525 Rosewood Ave
Germantown, WI 53022
Phone (920) 381-0134

2

PROPERTY ADDRESS OR GENERAL LOCATION	TAX KEY NUMBER
W199N11525 Rosewood Ave. Germantown, WI 53022	GTNV203018 / GTNV203023

3 PURPOSE OF LAND SPLIT

To modify the common lot line between parcels Tax Key Numbers: GTNV203018 and GTNV203023.	Will the land split require rezoning? No	
	From	To

4 READ AND INITIAL THE FOLLOWING:

RH, RH I understand that the Certified Survey Map is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

RH, RH I understand that the Map will not be placed on the Village Board agenda until all the technical corrections to the CSM are made, the payment of any outstanding impact fees are paid to the Village Clerk's Department, and the original signed and stamped copy of the Map is submitted on the proper paper.

RH, RH I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

RH, RH I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

5 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Robert A. Hoeft 12-13-2021
Applicant Date

Rhoda J. Hoeft 12-13-2021
Owner Date

Rhoda J. Hoeft 12-13-2021
Applicant Date

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

WISCONSIN
RICK R. HILLMANN
S-3005
MENOMONEE FALLS
WI.
LAND SURVEYOR

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

OWNER
Robert & Rhoda Hoeft
Phone: (920) 381-0134
TKN.: GTNV_203023 & GTNV_203018

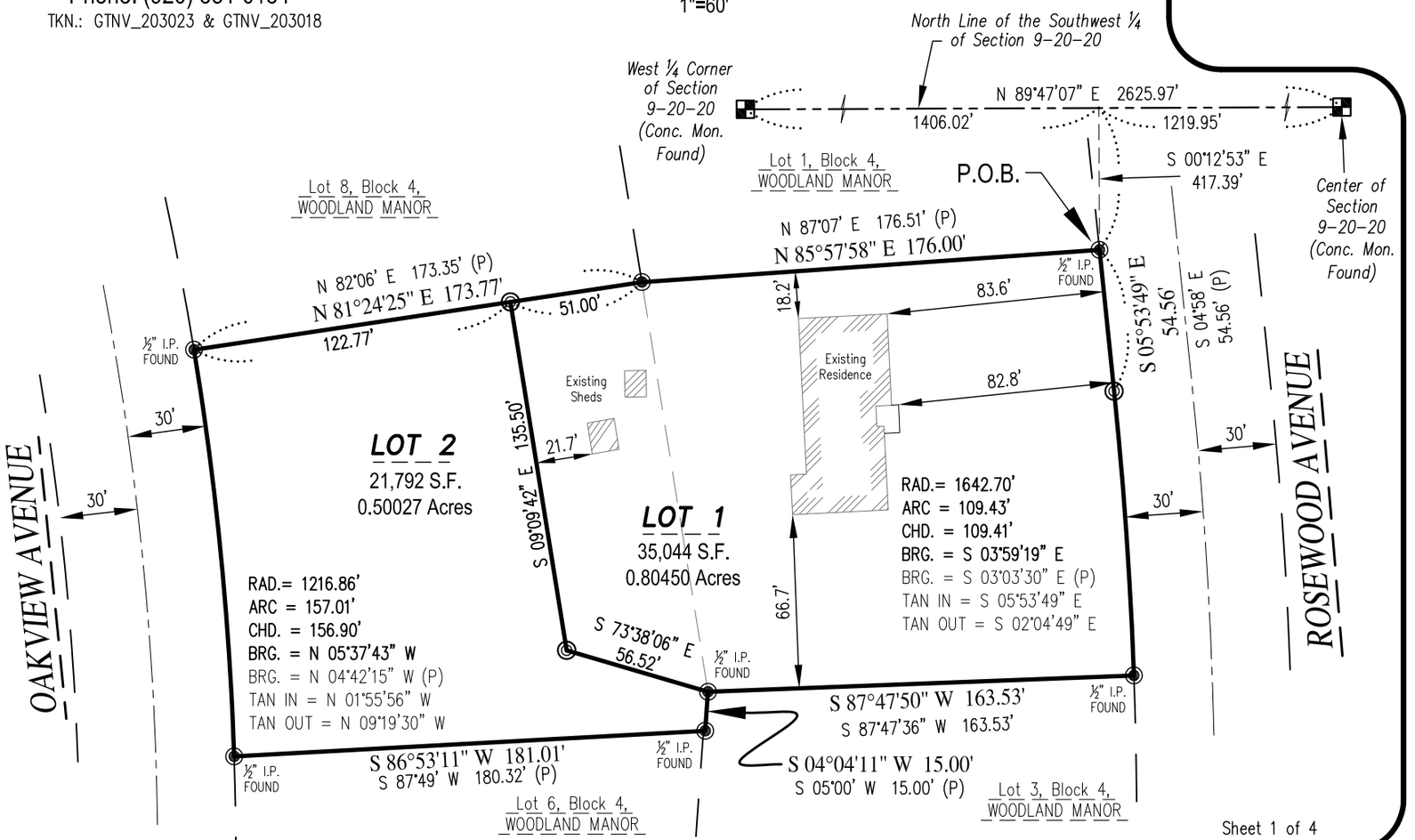
0' 30' 60' 120'
SCALE: 1"=60'

N
W E
S
CONTINENTAL SURVEYING SERVICES

LEGEND

- ◉ 1" Iron Pipe Found unless Noted
- ◎ 20"x ¾" Re-Bar Set (1.13 lb/foot)

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the North line of the SW ¼ of Section 9, Township 20 North, Range 20 East bears N 89°47'07" E.



CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

Project No.: 20211103_CSM0002

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin, now being bound and described and follows:

Commencing at the West ¼ Corner of said Section, thence North 89°47'07" East on and along the North line of said ¼ Section, 1406.02 feet to a point; thence South 00°12'53" East, 417.39 feet to a point on the West line of Rosewood Avenue, said point is also the Northeast corner of said Lot 2 and the Point of Beginning of lands hereinafter described;

Thence on and along said Lot 2 the following calls;
South 05°53'49" East, 54.56 feet to a point of curvature;
thence along the arc of a curve 109.43 feet, whose Center lies Westerly, whose Radius is 1642.70 feet, whose Chord bears South 03° 59'19" East to a point;
thence South 87°47'50" West, 163.53 feet to a point on the West line of said Lot 7;
thence on and along said Lot 7 the following calls;
South 04°04'11" West, 15.00 feet to a point;
thence South 86°53'11" West, 181.01 feet to a point on a curve, said point is also a point on the East Line of Oakview Avenue;
thence along the Arc of a curve, 157.01 feet, whose Center lies Westerly, whose Radius is 1216.86 feet, whose Chord Bears North 05°37'43" West to the Northwest corner of said Lot 7;
thence North 81°24'25" East, 173.77 feet to the Northwest corner of said Lot 2;
thence North 85°57'58" East on and along the North Line of said Lot 2, 176.300 feet to the place of beginning of this description.

The gross area of said parcel contains 56,836 Square feet or 1.30479 Acres of land more or less.

That I have made such survey, land division and map by the direction of Robert A. Hoeft and Rhoda J. Hoeft, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the Village of Germantown in surveying, dividing and mapping same.

Dated this_____ day of _____, 20_____.

_____
Rick R. Hillmann PLS
Professional Land Surveyor S-3005

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

Project No.: 20211103_CSM0002

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

OWNER'S CERTIFICATE:

As owners, we hereby certify that we have caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and ordinances of the Village of Germantown, this _____ day of _____, 20_____.

_____
Robert A. Hoeft

_____
Rhoda J. Hoeft

STATE OF WISCONSIN)
) SS
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named Robert A. Hoeft and Rhoda J. Hoeft, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

Print Name_____

Notary Public, _____ County, WI.

My Commission Expires: _____

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

WISCONSIN
RICK R. HILLMANN
S-3005
MENOMONEE FALLS
WI.
LAND SURVEYOR

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

Project No.: 20211103_CSM0002

Certified Survey Map_____

A Re-Division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Germantown on this_____ day of _____, 20_____.

_____

Dean Wolter, Plan Commission Chairman

_____

Laura A. Johnson, Zoning Administrator

TOWN OF GERMANTOWN BOARD APPROVAL:

This Certified Survey Map, being a re-division of Lot 2 and Lot 7, Block 4, of Woodland Manor, being a part of the Northwest ¼ and the Northeast ¼ of the Southwest ¼ of Section 20, Township 9 North, Range 20 East, located in the Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and accepted by the Town Board of Trustees of the Village of Germantown on this_____ day of _____, 20_____.

_____

Dean Wolter, Town Chairman

_____

Deanna Braunschweig, Village Clerk

CONTINENTAL SURVEYING SERVICES LLC

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

WISCONSIN
RICK R. HILLMANN
S-3005
MENOMONEE FALLS
WI.
LAND SURVEYOR

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 13th day of December, 2021

Project No.: 20211103_CSM0002

SIGN REVIEW

1/10/22 Plan Commission Meeting

Gehl Foods LLC / AGNL DAIRY LLC

Planning & Zoning Report **Germantown, Wisconsin**

Summary

Steve Schulz, agent for Gehl Foods, LLC, property owner, is requesting approval for a new wall sign for the production facility visitor entrance located at N116W15970 Main Street.

Property Location: N116 W15970 Main Street

Property Owner: AGNL Dairy LLC
245 Park Avenue 24th Floor
New York, NJ 10167

Zoning: M-1: Limited Industrial PDD

Adjacent Land Uses		Zoning
North	Business/Industrial	B-3/M-1 PDD
South	Business/Residential	B-3
East	Business/Residential	B-3
West	Business/Residential	B-3/Rs-6/Rs-7



Background/Proposal

Steve Schulz, agent for Gehl Foods, LLC, property owner, is requesting approval for a new wall sign for the production facility visitor entrance located at N116W15970 Main Street.

Wall Sign

- 4’8.5” x 16’8” (~80 square feet), non-illuminated, aluminum sign with gloss laminate, mounted flush to the wall

Staff Comments

The proposed signage meets the Village’s sign code requirements.

Village Staff Recommendation

APPROVE the proposed wall sign for Gehl Food and Beverage located at N116 W15970 Main Street, as proposed.

Village of Germantown ...Willkommen

Fee must accompany application

$275 Sign Review Fee

$ 75 Sign Face Replacement

Paid _____ Date_____

SIGN REVIEW APPLICATION

Pursuant to Section 17.46 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Steve Schulz, PMP
c/o Gehl Foods, LLC
N116W15970 Main Street
Germantown, WI 53022
Phone (262) 735-7139
Fax ( )
E-Mail sschulz@gehlfoods.com

PROPERTY OWNER

Gordon J. Whiting
AGNL Dairy, L.L.C., c/o Angelo, Gordon & Co., L.P.
245 Park Avenue, 24th Floor
New York, NY 10167
Phone (212) 692-2035

2 PROPERTY ADDRESS OR GENERAL LOCATION

N116W15970 Main Street, Germantown, WI 53022

3 SIGN INFORMATION

Sign Dimensions 4'-8.5" height x 16'-8" width (Single/Multi Tenant (circle one)
Number of Sides 1 Building Frontage SF _____
Total Square Footage of Sign (include all sides) 50
Total height of the Sign 19'
Is the Sign to be illuminated _____ yes X no
Type of Sign Construction Materials Aluminum
Distance to Closest Property Line 17'-6"

Are there any existing signs on the property Building sign along 145 & reception sign
If yes, what is the total Square Footage of existing signs 66 s.f.

What are the intentions for the existing signs: Take down _____ Remain X

4 SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Applicant 12/8/2021 Date

Gordon J. Whiting, President and Managing Director of
AGNL Manager III, Inc., manager of AGNL Dairy, L.L.C.

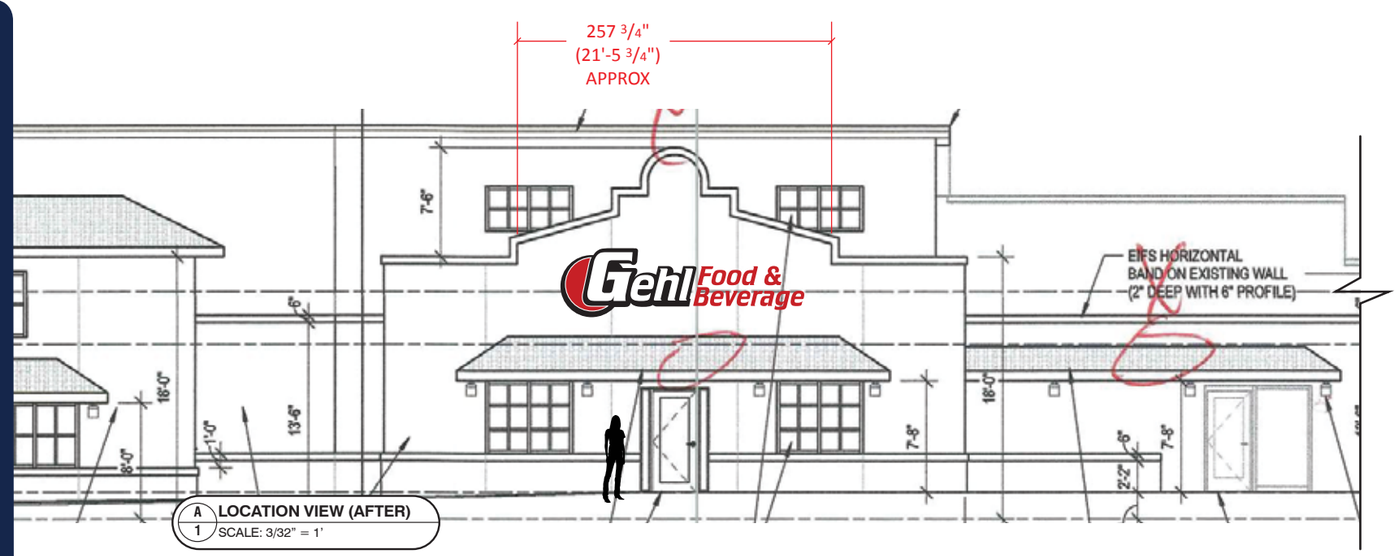
Owner 12/06/2021 Date

creative Sign company inc
505 LAWRENCE DR, DE PERE, WI 54115
920.336.8900 CREATIVESIGNCOMPANY.COM

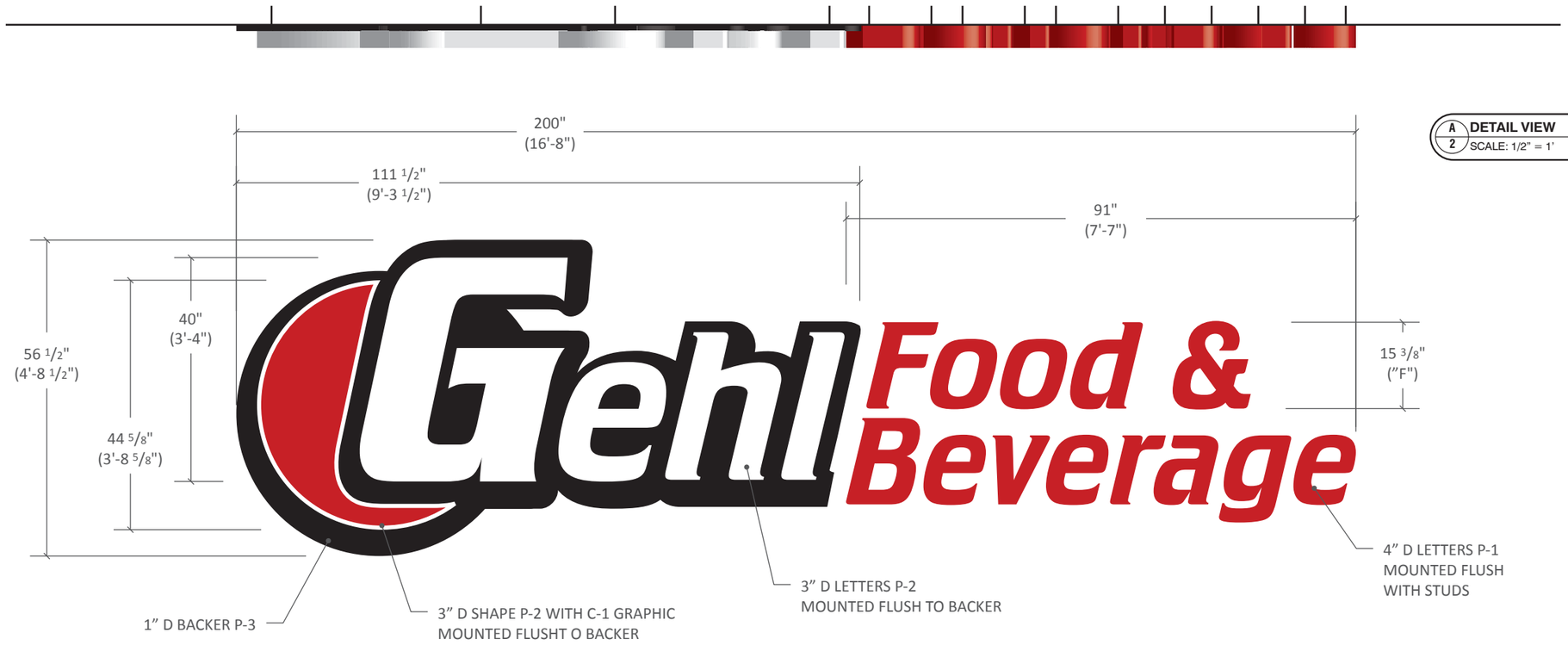
CLIENT: GEHL FOODS
LOCATION: N116 W15970 MAIN ST. GERMANTOWN
DRAWN BY: NICOLE M
SALESPERSON: TRACY B
DATE: 10/01/2021
DESIGN #: D19043
PAGE: 1

REVISION LOG:	INTL	DATE	DESCRIPTION
	---	00/00/0000	DESCRIPTION

LET-1: LOC-1
OPTION A



A 1 LOCATION VIEW (AFTER)
SCALE: 3/32" = 1'



A 2 DETAIL VIEW
SCALE: 1/2" = 1'

FLATCUT LETTERS

QUANTITY: 1
WHT LETTERS: 3" D FABRICATED ALUM
SHAPE: 3" D FABRICATED ALUM
RED LETTERS: 4" D FABRICATED ALUM
BACKER: 1" D FABRICATED ALUM
LIGHTING: NON-ILLUMINATED
GRAPHICS: DIGITAL PRINT, 1ST SURFACE
VINYL: PREMIUM WITH GLOSS LAM
FONT: SUPPLIED LOGO
MOUNTING: FLUSH TO WALL WITH STUDS

INSTRUCTION: PRODUCE & INSTALL AS SHOWN.

COLORS:

- P-1/C-2 PMS 3517 C
- P-2 WHITE
- P-3 BLACK

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

X
SIGNATURE DATE

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CONTACT YOUR SIGN CONSULTANT TO PURCHASE THE RIGHTS TO THIS DESIGN.

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CUSTOMER RESPONSIBILITIES
Please review all drawing details closely, as Creative Sign will produce signs as approved drawing indicates. Some changes may occur based on production needs. While Creative Sign will make all efforts to correct any obvious spelling or grammatical errors, the customer is responsible for confirming that the above copy, including names and titles, appear as desired. Creative Sign will make every effort to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used.

SURVEY REQUIRED SURVEY BEFORE PRODUCTION

CONFIRM WA