

MEMO

TO: Ryan Bailey, Village Manager

FROM: Ryan Amtmann, Village Engineer

DATE: February 14, 2024

SUBJECT: Kwik Trip Development – CSM, Rezoning, PUD Agreement

Background

Kwik Trip purchased a 5.38-acre piece of land from the Wisconsin Department of Transportation during 2022. Kwik Trip presented a concept plan to the Plan Commission (11/21/2022) and Village Board (12/12/2022) for a 12,000 square foot store, car wash and fueling canopies. The Plan Commission and Village Board both moved forward with the concept plan.

Kwik Trip submitted detailed site plans, environmental reporting, storm water management and CSM documents for a second review by the Plan Commission on October 16, 2023. Village staff and Plan Commissioners provided comments to Kwik Trip for the further advancing of their plan documents. A motion to move forward the proposed PUD development was approved subject to the following contingencies:

- Subject to a soil management plan by the DNR for handling of the environmental items due to earth work.
 - Pioneer Environmental prepared a Soil Management Plan Technical Memorandum, dated December 21, 2023. This Soil Management Plan was approved by DNR on January 19, 2024.
- Subject to an agreement being in place for the W. Capitol Drive improvements being completed in coordination with Three Leaf Development.
 - Kwik Trip has taken the lead for the design of upgrades to W. Capitol Drive from Vettleson Road past Palmer Drive towards STH 83. Kwik Trip and Three Leaf Development have a cost share agreement in place to complete these improvements. The W. Capitol Drive roadway upgrades are planned to be completed prior to the Kwik Trip opening. The road upgrades will be done as follows:
 - Per the recommendations of the TIA regarding turn-lanes into the Kwik Trip and Quarry development driveways.

- Widened and changed to an urban section with curb and gutter.
 - Existing asphalt to be replaced with 6-inches of new asphalt pavement.
 - Sidewalk on both sides of W. Capitol Drive to Palmer Drive with cross walks north of Vettleson Road and south of Palmer Drive with solar rapid-flashing beacon push button pedestrian crossing signs.
 - Provision for ability for WisDOT to extend sidewalk in the future from the north Kwik Trip driveway to STH 83 on the south side of W. Capitol Drive.
 - Installing a pork chop raised curb median at Vettleson Road to aid in turning movements between the Vettleson Road and W. Capitol Drive intersection.
 - New storm sewer and inlets.
 - New pavement markings, signs, and streetlights.
- Contingent on obtaining traffic counts related to truck types/frequencies.
 - Kwik Trip provided a letter dated December 12, 2023, that detailed the truck counts. On average they are estimating about 35 trucks per day. Most of these trucks will be smaller box trucks.
 - Modification of the driveway entrances to allow for the truck turning movements to be contained within half of the driveway width.
 - Kwik Trip widened the driveway opening on the north side to allow for semi-truck movements to be contained within half of the driveway.
 - Subject to the receipt of sound decibel study as relates to the car wash noise and car wash hours established after the decibel study.
 - Kwik Trip provided a letter dated December 12, 2023, that included a decibel study that shows the noise impact of the car wash is minimal and at a “conversational level” at 300-feet from the car wash. The quarry apartments are 370-feet away from the car wash; therefore, Kwik Trip does not believe the car wash is an issue. Kwik Trip is planning for there to be no restrictions on hours of use for the car wash.
 - Statement of where snow storage is going to be handled.
 - Kwik Trip included a snow management plan as an exhibit within the PUD agreement. There are three snow storage areas identified as well as an acknowledgement that snow more than the storage areas will be hauled off the site.
 - Subject to the Village Attorney’s contingencies on the PUD agreement.

Remaining Village Staff Comments

CSM

1. Include a permanent easement on the northwest side of the site to provide for the option of the Village entrance monument to be relocated to the Kwik Trip property, allowing room for the future sidewalk if WisDOT extends the sidewalk from the Kwik trip north driveway to STH 83.

Civil Plans (dated 2024-01-31)

2. Grading Plan (SP2)
 - a. Update grading/contours at northwest part of side to allow for future sidewalk to be constructed by WisDOT from north driveway to STH 83. Provide for flat, graded location on Kwik Trip property to allow for the relocation of the Village's entrance monument should WisDOT extend the sidewalk in the future.
 - b. We understand that the retaining wall along the west side of the site is being designed by an engineer. Please provide a railing along the top of the retaining wall.
3. Utility Plan (SP4)
 - a. The water service within the right of way shall be 6-inch.
 - b. The bend in the sewer lateral within the right of way should be removed and the lateral shall be straight to the wye connection at the sewer main.
 - c. The sewer/water utility laterals will be constructed as a part of the W. Capitol Drive roadway improvements. Please coordinate these updates with the W. Capitol Drive plans.
4. Erosion Control Plans (SWP1/4)
 - a. The Wet Detention Pond Cross Section Detail needs to have the 2-, 10- and 100-year water elevations shown on it.
 - b. The Wet Pond Liner Detail needs to have the elevations updated.
 - c. Extend the clay liner to the 10-year storm level in the pond. Provide 12" of cover over the liner above the normal water level.

PUD AGREEMENT

The Village Attorney and Village Engineer have worked with Kwik Trip to finalize the PUD Agreement. Attached to this memo is a marked-up final version of the PUD agreement. The agreement is in substantially complete form and needs updates to the exhibit table of contents, exhibit title page updates, and confirmation that the final plan comments are updated by Kwik Trip with the dates of the final documents being reflected in the final PUD agreement for recording.

RTA:rt

NOTE: CONTRACTOR TO OBTAIN RIGHT-OF-WAY EXCAVATION PERMIT PRIOR TO BEGINNING SITE WORK.
CALL DIGGERS HOTLINE @ 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.

CONSTRUCTION NOTE:

COORDINATE WITH OWNER FOR POSSIBLE CONSTRUCTION FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

NOTE:

REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.

PLAN PREPARED FROM ALTA/ACSM LAND TITLE SURVEY BY:
R.A. SMITH, INC.
262.781.1000

CONTRACTOR SHALL LOCATE ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CONFLICTS.

CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH WALK AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY

ENTRANCES. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.

AREAS NOT PAVED AND TO BE LANDSCAPED SHALL RECEIVE MINIMUM OF 4" DEPTH COMPACTED TOPSOIL.

CONTRACTOR SHALL COORDINATE GRADING AND INSTALLATION OF DRIVES IN R.O.W. WITH APPROPRIATE GOVERNMENT AGENCIES. OBTAIN APPROPRIATE PERMITS FOR GRADING AND DRAINAGE IN ALL R.O.W.

REFER TO OWNER'S SPECIFICATIONS FOR CURB, APPROACH, BITUMINOUS, AND CONCRETE PROFILES, AS WELL AS ADDITIONAL SITE STANDARDS RELATED TO THIS PROJECT.

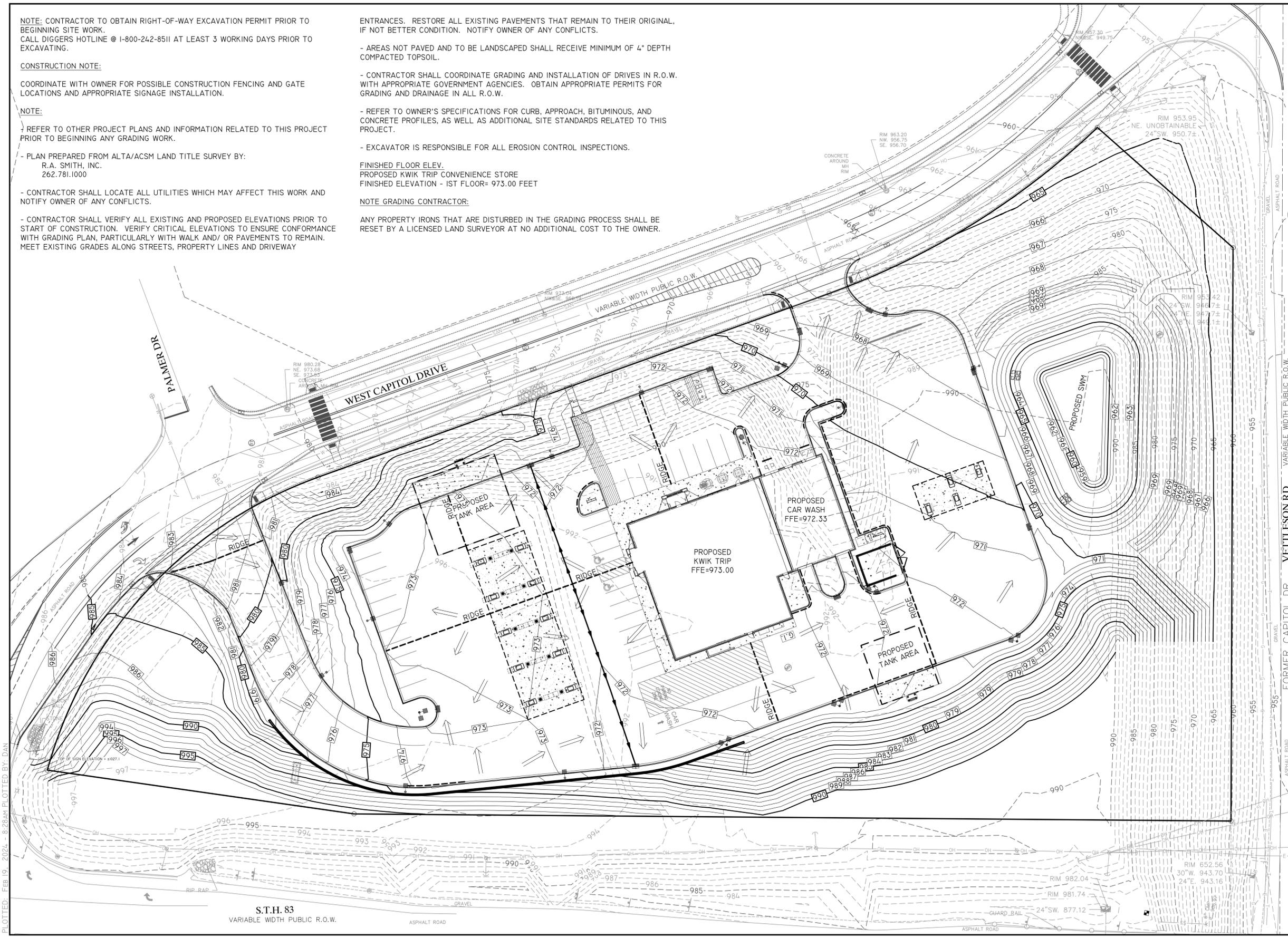
EXCAVATOR IS RESPONSIBLE FOR ALL EROSION CONTROL INSPECTIONS.

FINISHED FLOOR ELEV.
PROPOSED KWIK TRIP CONVENIENCE STORE
FINISHED ELEVATION - 1ST FLOOR= 973.00 FEET

NOTE GRADING CONTRACTOR:

ANY PROPERTY IRONS THAT ARE DISTURBED IN THE GRADING PROCESS SHALL BE RESET BY A LICENSED LAND SURVEYOR AT NO ADDITIONAL COST TO THE OWNER.

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S.T.H. 83
VARIABLE WIDTH PUBLIC R.O.W.

Kwik TRIP

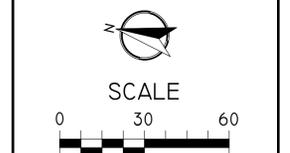
STORES

Kwik STAR

STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

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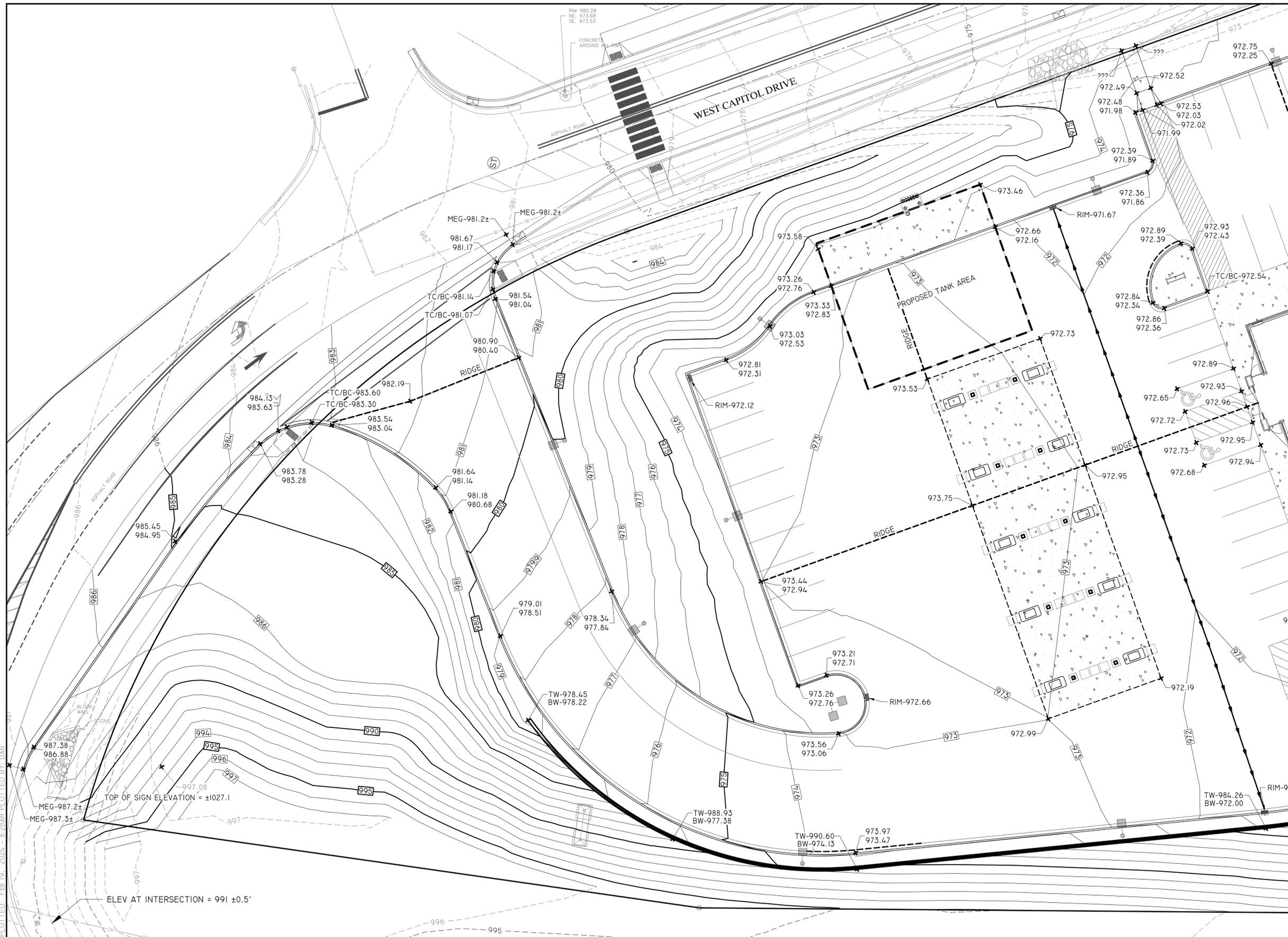


GRADING PLAN
CONVENIENCE STORE #1283
STH 83 AND W. CAPITOL DRIVE
HARTLAND, WI

#	DATE	DESCRIPTION
1	12/06/23	N. DRIVEWAY REVISIONS

DRAWN BY: NAP
SCALE: GRAPHIC
PROJ. NO.: 10827
DATE: 01/31/24 - PERMIT DOCUMENTS
SHEET: **SP2**

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KWIK TRIP

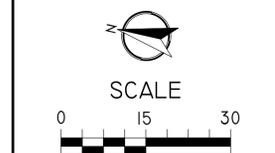
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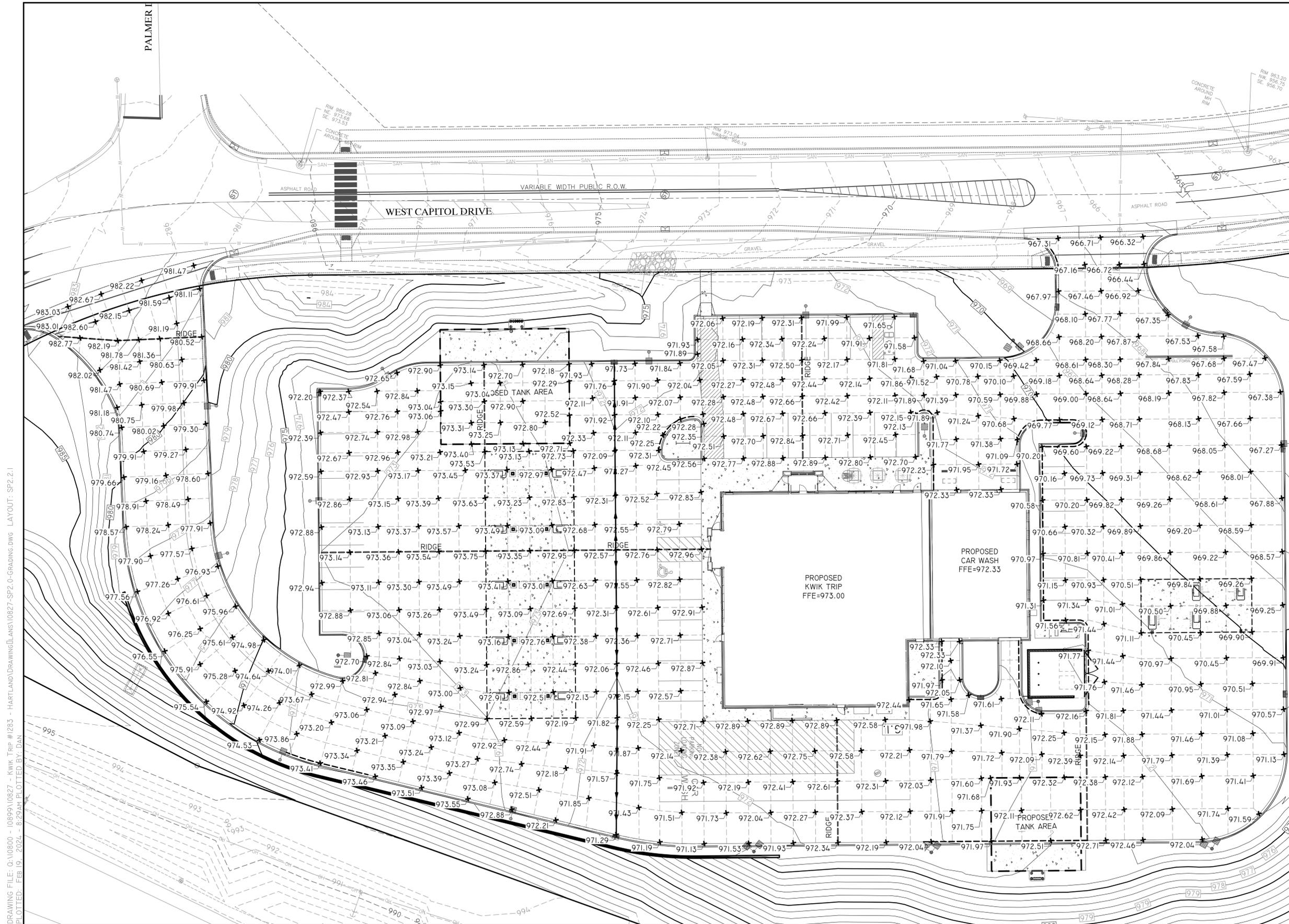
**GRADING PLAN
 DETAIL - WEST**

CONVENIENCE STORE #1283

**STH 83 AND W. CAPITOL DRIVE
 HARTLAND, WI**

#	DATE	DESCRIPTION
1	12/06/23	N. DRIVEWAY REVISIONS

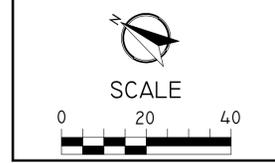
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 PROJ. NO.: 10827
 DATE: 01/31/24 - PERMIT DOCUMENTS
 SHEET: **SP2.1**



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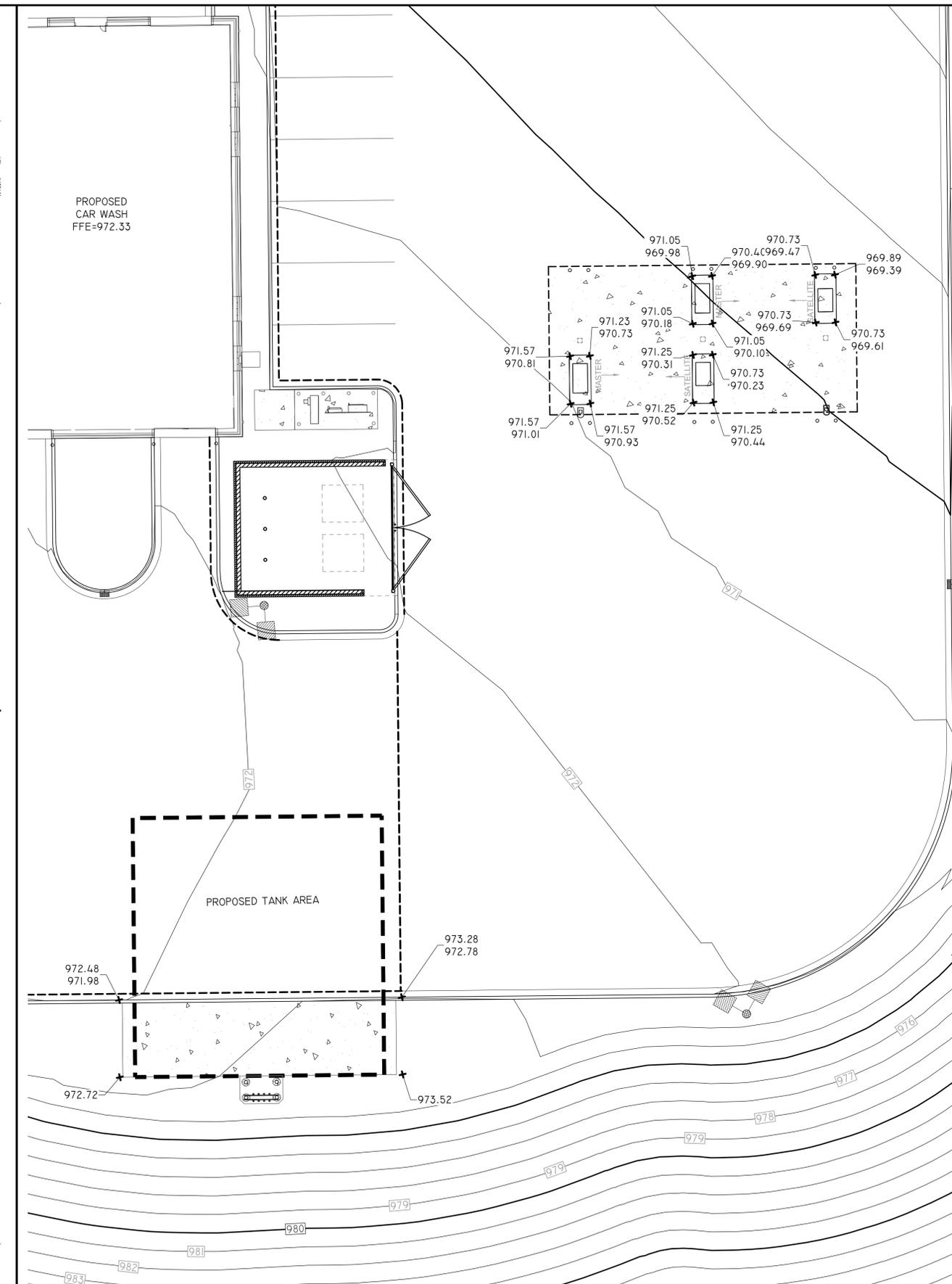
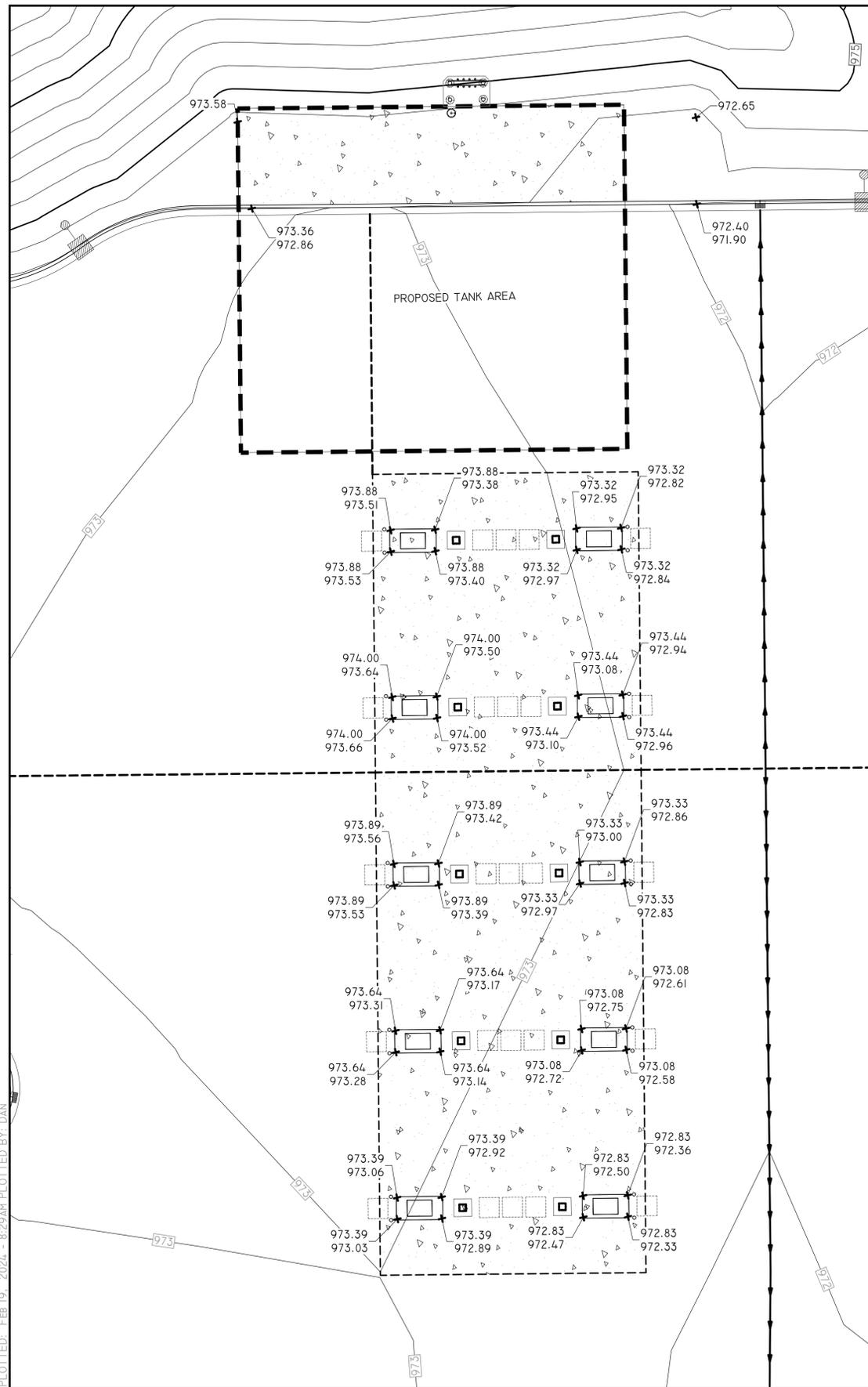


GRADING PLAN
 SPOT DETAIL
 CONVENIENCE STORE #1283
 STH 83 AND W. CAPITOL DRIVE
 HARTLAND, WI

#	DATE	DESCRIPTION
1	12/06/23	N. DRIVEWAY REVISIONS

DRAWN BY: NAP
 SCALE: GRAPHIC
 PROJ. NO.: 10827
 DATE: 01/31/24 - PERMIT DOCUMENTS
 SHEET: SP2.2.1

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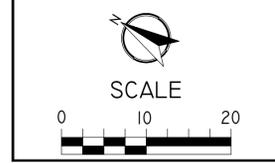
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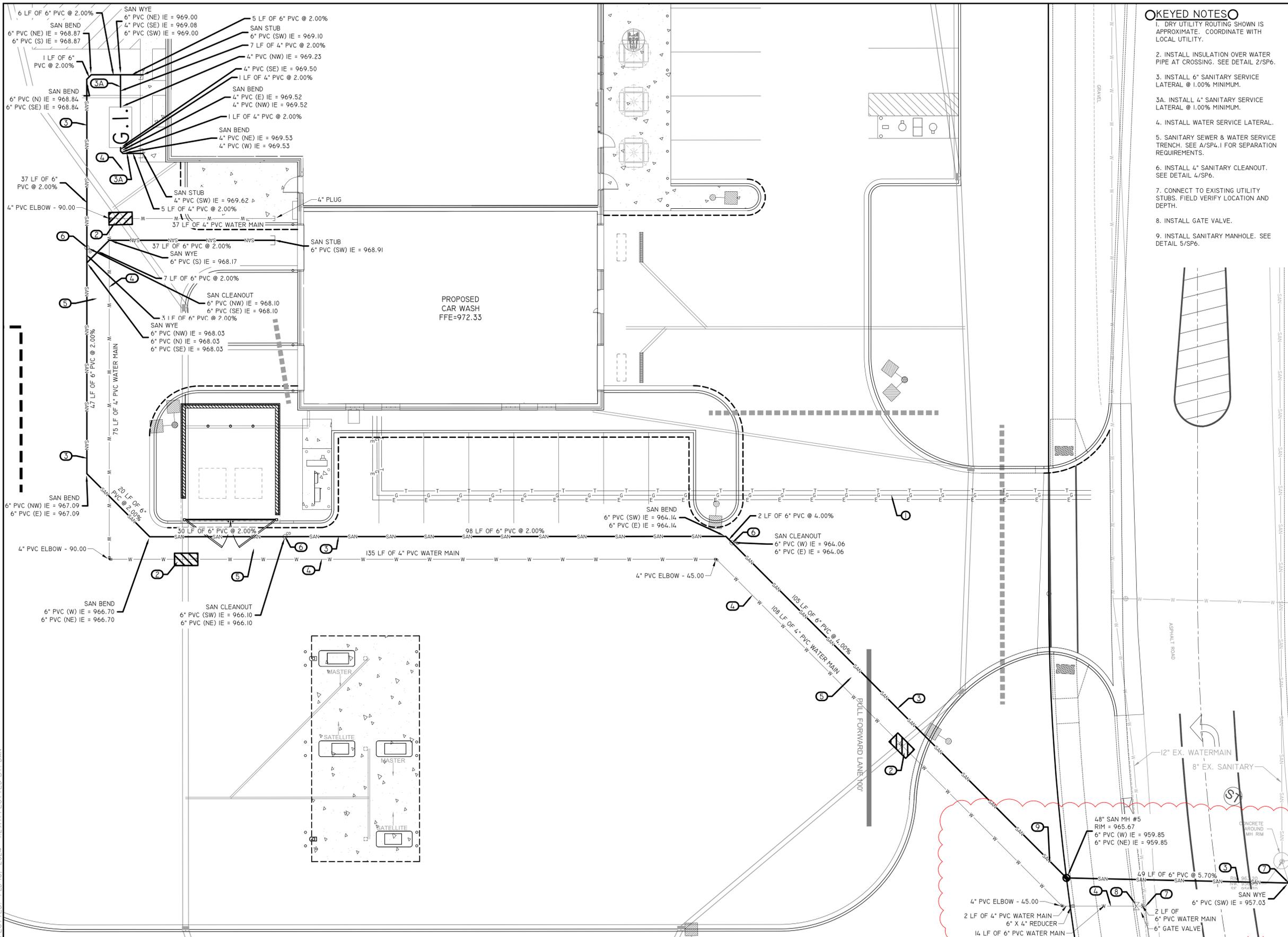


**CANOPY AND TANK
 GRADING DETAILS**
 CONVENIENCE STORE #1283
 STH 83 AND W. CAPITOL DRIVE
 HARTLAND, WI

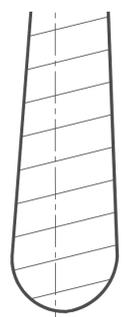
#	DATE	DESCRIPTION
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DRAWN BY: NAP
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 PROJ. NO.: 10827
 DATE: 01/31/24 - PERMIT DOCUMENTS
 SHEET: **SP2.2.2**

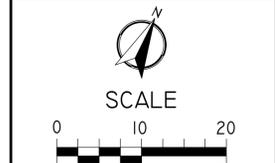
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 PLOTTED: FEB 16, 2024 - 1:29PM PLOTTED BY: DAN



- KEYED NOTES**
1. DRY UTILITY ROUTING SHOWN IS APPROXIMATE. COORDINATE WITH LOCAL UTILITY.
 2. INSTALL INSULATION OVER WATER PIPE AT CROSSING. SEE DETAIL 2/SP6.
 3. INSTALL 6" SANITARY SERVICE LATERAL @ 1.00% MINIMUM.
 - 3A. INSTALL 4" SANITARY SERVICE LATERAL @ 1.00% MINIMUM.
 4. INSTALL WATER SERVICE LATERAL.
 5. SANITARY SEWER & WATER SERVICE TRENCH. SEE A/SP4.1 FOR SEPARATION REQUIREMENTS.
 6. INSTALL 4" SANITARY CLEANOUT. SEE DETAIL 4/SP6.
 7. CONNECT TO EXISTING UTILITY SUBS. FIELD VERIFY LOCATION AND DEPTH.
 8. INSTALL GATE VALVE.
 9. INSTALL SANITARY MANHOLE. SEE DETAIL 5/SP6.



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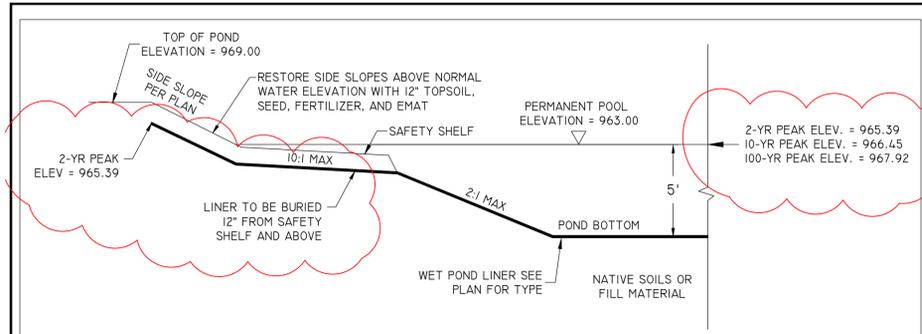
UTILITY PLAN

CONVENIENCE STORE #1283

STH 83 AND W. CAPITOL DRIVE
 HARTLAND, WI

#	DATE	DESCRIPTION
1	12/06/23	N. DRIVEWAY REVISIONS

DRAWN BY: NAP
 SCALE: GRAPHIC
 PROJ. NO.: 10827
 DATE: 01/31/24 - PERMIT DOCUMENTS
 SHEET: SP4



GENERAL POND LINER SPECIFICATIONS
(REFER TO APPENDIX D OF WDNR TECHNICAL STANDARD 1001 FOR DETAILED SPECIFICATIONS)

- * I. TYPE A LINER (ANY OF THE FOLLOWING)
- CLAY LINER: MINIMUM THICKNESS OF 2 FEET WITH AN IN-PLACE HYDRAULIC CONDUCTIVITY OF 1×10^{-7} CM/SEC OR LESS.
 - HDPE: MINIMUM THICKNESS OF 60 MIL.
 - GCL: GEOSYNTHETIC CLAY LINER PER NRCS SPECIFICATIONS OUTLINED IN APPENDIX D.

- TYPE B LINER (ANY OF THE FOLLOWING)
- CLAY LINER: MINIMUM THICKNESS OF 2 FEET WITH AN IN-PLACE HYDRAULIC CONDUCTIVITY OF 1×10^{-6} CM/SEC OR LESS.
 - HDPE: MINIMUM THICKNESS OF 40 MIL.
 - PPL: MINIMUM THICKNESS OF 30 MIL.

- TYPE C LINER (ANY OF THE FOLLOWING)
- SILT/CLAY LINER: MINIMUM THICKNESS OF 2 FEET
 - HDPE: ANY THICKNESS
 - PPL: MINIMUM THICKNESS OF 20 MIL
 - PVC: MINIMUM THICKNESS OF 30 MIL
 - EPDM: MINIMUM THICKNESS OF 45 MIL

- NOTE:**
1. SHOULD THE CONTRACTOR ENCOUNTER SEASONAL OR PERCHED GROUNDWATER DURING CONSTRUCTION OF THE POND AND IT'S LINER, CONTACT ENGINEER FOR UNDERDRAIN RECOMMENDATIONS.
 2. MANUFACTURED LINERS SHALL BE PROVIDED WITH AIR-RELEASE VENTS TO PREVENT FLOATING.
 3. CONTRACTOR TO PROVIDE POND LINER DOCUMENTATION TO OWNER PRIOR TO FINAL ACCEPTANCE.
 4. CONTRACTOR TO CONSTRUCT 1' DEEP SEDIMENT TRAP AND BERM ON DOWNHILL SIDE OF THE POND. ALL POND SLOPES TO HAVE EROSION MAT.

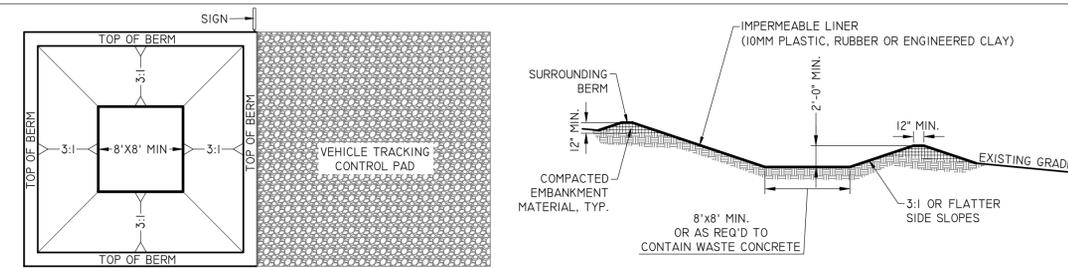
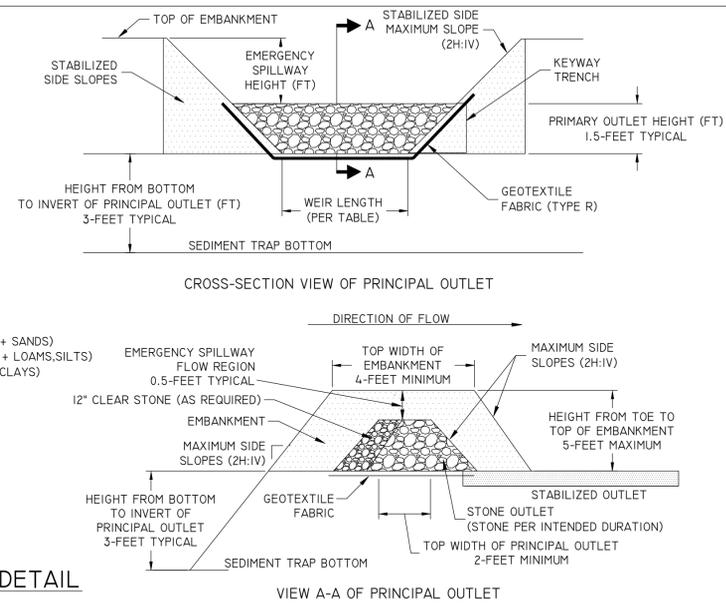
A WET POND LINER
SWP4 NTS

- NOTES:**
1. SIDE SLOPES AND FACES OF EARTHEN EMBANKMENT AROUND OUTLET SHALL BE ARMORED WITH RIPRAP OR STABILIZED WITH EROSION MAT SUFFICIENT TO HANDLE FLOWS FROM THE 10-YEAR STORM.
 2. STONE (SHORT DURATION): 3-6" WELL GRADED ANGULAR CLEAR STONE.
 3. STONE (6+ MONTHS): COMBINATION OF LIGHT RIPRAP WITH 12"-THICK LAYER OF 1" ANGULAR CLEAR STONE.
 4. REFER TO WDNR TECH STD 1063 FOR ADDITIONAL INFORMATION.

- * AS = 625 X ADR (COARSE GRAINED SOILS + SANDS)
AS = 1560 X ADR (MEDIUM GRAINED SOILS + LOAMS, SILTS)
AS = 5300 X ADR (FINE GRAINED SOILS + CLAYS)

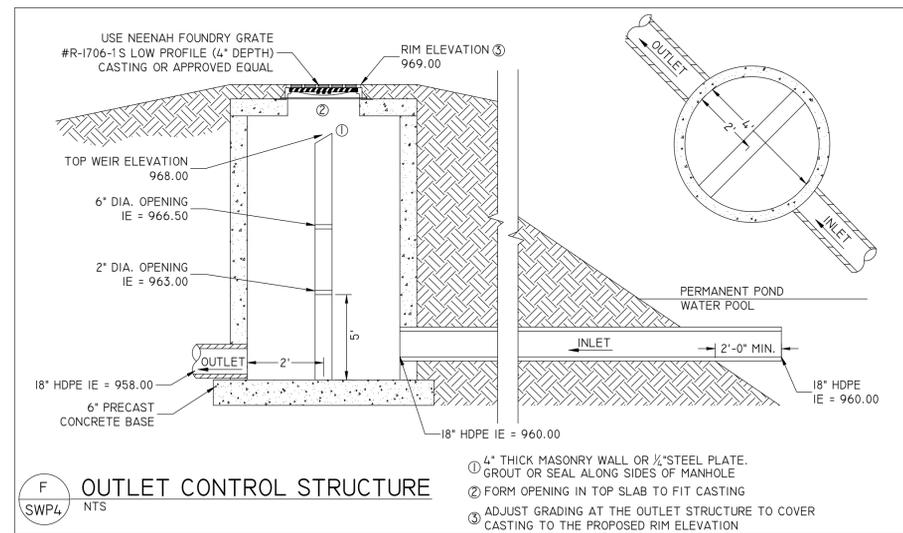
ADR (OC)	WEIR LENGTH (FT)
1	4
2	6
3	8
4	10
5	12

B SEDIMENT TRAP DETAIL
SWP4 NTS



- CONCRETE WASHOUT AREA INSTALLATION NOTES**
1. SEE EROSION CONTROL PLAN FOR LOCATIONS OF CONCRETE WASHOUT AREA(S). TO BE PLACED A MIN. OF 50' FROM DRAINAGEWAYS, BODIES OF WATER, AND INLETS.)
 2. THE CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
 3. VEHICLE TRACKING CONTROL PAD IS REQ'D AT THE ACCESS POINT(S).
 4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA(S), AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREAS TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
 5. EXCAVATED MATERIAL SHALL BE UTILIZED IN PERIMETER BERM CONSTRUCTION.
- CONCRETE WASHOUT AREA MAINTENANCE NOTES**
6. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE
 7. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
 8. WHEN CONCRETE WASHOUT AREA(S) IS REMOVED, THE DISTURBED AREA SHALL BE STABILIZED PER SITE EROSION CONTROL MEASURES.
 9. INSPECT WEEKLY AND DURING AND AFTER ALL STORM EVENTS. CLEAN-OUT OR COVER WASHOUT AREA PRIOR TO PREDICTED STORM EVENTS TO PREVENT OVER-FLOW.

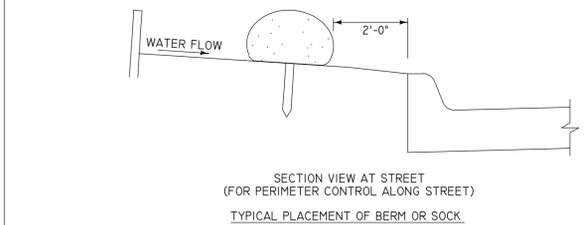
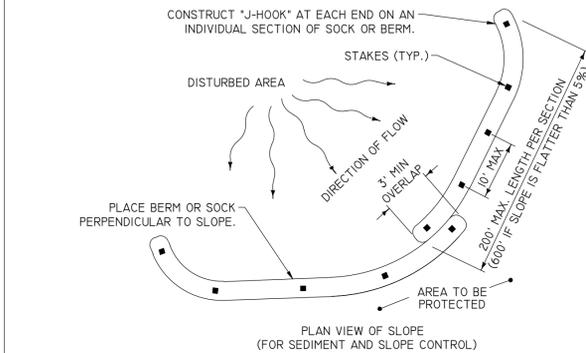
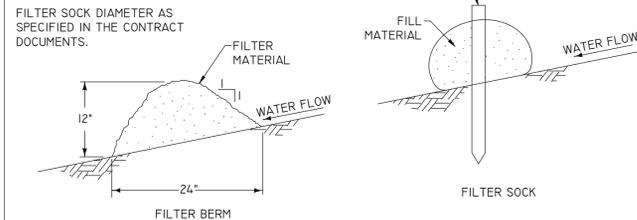
E CONCRETE WASHOUT AREA
SWP4 NTS



F OUTLET CONTROL STRUCTURE
SWP4 NTS

1. 4" THICK MASONRY WALL OR 1/2" STEEL PLATE. GROUT OR SEAL ALONG SIDES OF MANHOLE
2. FORM OPENING IN TOP SLAB TO FIT CASTING
3. ADJUST GRADING AT THE OUTLET STRUCTURE TO COVER CASTING TO THE PROPOSED RIM ELEVATION

BERM SHOWN IS TYPICAL FOR SLOPES FLATTER THAN 3:1. FOR STEEPER SLOPES, INCREASE BERM SIZE AS DIRECTED BY THE ENGINEER. PLACE BERM IN UNCOMPACTED WINDROW PERPENDICULAR TO THE SLOPE AT LOCATIONS SPECIFIED IN THE CONTRACT DOCUMENTS.



C FILTER BERM AND FILTER SOCK
SWP4 NTS

KWIK TRIP

STORES

KWIK STAR

STORES

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NO SCALE

EROSION CONTROL
DETAILS

CONVENIENCE STORE #1283

STH 83 AND W. CAPITOL DRIVE
HARTLAND, WI

#	DATE	DESCRIPTION
1	12/06/23	N. DRIVEWAY REVISIONS

DRAWN BY NAP XXX
SCALE GRAPHIC
PROJ. NO. 10827
DATE 01/31/24 - PERMIT DOCUMENTS
SHEET SWP4

1 **PUD DEVELOPMENT AGREEMENT**

2 THIS PUD DEVELOPMENT AGREEMENT (this “Agreement”) is made this ____ day
3 of _____, 2024 by and between the VILLAGE OF HARTLAND, a Wisconsin
4 Municipality (the “Village”) and KWIK TRIP, INC., a Wisconsin corporation (“Developer”). In
5 this Agreement, Village and Developer may be collectively referred to as the “Parties,” and each,
6 individually, as a “Party.”

7 **RECITALS**

8 WHEREAS, Developer represents and warrants that it currently owns approximately 5.38
9 acres of land in the Village with tax key HAV0730950, more fully identified in the attached
10 Exhibit A, which is hereby incorporated by reference (the “Property”);

11 WHEREAS, Developer desires to develop and construct a full-service gas station and
12 convenience store, consisting of: (1) a Twelve Thousand One Hundred and Sixty Seven (12,167)
13 square-foot building that will contain a convenience store, with attached two-bay car wash and
14 dumpster enclosure; (2) a Pylon Sign (as detailed on Exhibit B); (3) Fuel/Diesel Canopies
15 (separate gasoline and diesel fuel canopies); (4) 22 fuel positions; and (5) associated parking
16 (collectively, the “Project”);

17 WHEREAS, the Property is currently an unzoned newly created parcel as it previously
18 was owned by the State of Wisconsin and utilized as part of State Trunk Highway 83 and
19 Developer has requested that the Property be zoned as a B-2 parcel along with a PUD Overlay
20 with a Conditional Use allowing a significant increase in the height and square footage of a
21 proposed Pylon Sign, pursuant to Village Code of Ordinances §§ 46-37, 46-444 (3), 46-469(1),
22 46-802(1), 46-980(5), 46-802(1), 46-926(a)(8) and 46-990 (the “Applicable Zoning Provisions”);

23 WHEREAS, Developer has provided plans and specifications for the Project (attached
24 hereto and incorporated by reference as Exhibit C (the “Plans”)

25 WHEREAS, the Plan Commission, at its meetings dated October 16, 2023, recommended
26 approval of the Plans; and

27 WHEREAS, the Village Board of Trustees, at its meeting dated November 11, 2023,
28 recommended approval of the Plans and the Project; and

29 WHEREAS, the Property was requested to be zoned as B-2 with a PUD overlay;

30 WHEREAS, the Village finds that the construction of the Project and the fulfillment,
31 generally, of the terms and conditions of this Agreement, are in the best interests of the Village
32 and its residents, by expanding the tax base and creating jobs, thereby serving public purposes in
33 accordance with State law;

34 WHEREAS, on _____, 2024, the Village approved entering into this
35 Agreement subject to the terms, conditions, and provisions of this Agreement. The Developer
36 shall record this Agreement as an encumbrance against the Property and provide a full copy of

37 same to the Village evidencing that it has been promptly recorded with the Waukesha County
38 Register of Deeds; and

39 WHEREAS, the Village Plan Commission and Board have required Developer to install
40 certain public and private improvements necessary to service the Project, which include, but are
41 not limited to facilitating vehicular and pedestrian ingress/egress access, grading and installation
42 of comprehensive storm water improvements, internal private water and sanitary sewer systems.

43 **AGREEMENT**

44 NOW, THEREFORE, the Village and Developer acknowledge and agree that, in
45 consideration of the granting of approval of the Project by the Village Plan Commission and
46 Board, for One Dollar (\$1.00), and the representations by Developer, the mutual promises set
47 forth herein, and other good and valuable consideration, the receipt and sufficiency of which is
48 hereby acknowledged, the Parties hereby agree as follows:

49 **ARTICLE I**
50 **RECITALS**

51 All of the above RECITALS are hereby incorporated into and made a part of this
52 Agreement.

53 **ARTICLE II**
54 **ZONING**
55

56 A. The Property parcel is newly created but not zoned; however, the Village hereby
57 approves its zoning as B-2 with a PUD Overlay effective upon this Agreement’s full recording as
58 provided in Article XVI. H. Except as provided herein, the Project must conform to the use
59 requirements, setbacks and other requirements established in the Village Code of Ordinances for
60 a property zoned as B-2.

61
62 **ARTICLE III**
63 **EROSION CONTROL**

64 A. Erosion Control. Developer shall install and maintain Village-approved erosion
65 control methods prior to, during and after any ground disturbing activities on the Property as
66 contained in Exhibit D. Developer and all of its successors-in-interest or assigns shall thereafter
67 provide and maintain erosion control and the retention pond described in Exhibit E in perpetuity.
68 Developer’s maintenance requirements for the retention pond shall be as required by local, state,
69 and federal law.

70 B. Site Preparation. Developer shall remove and dispose of all soils and related
71 materials located on the Property scheduled for removal as shown on Exhibit F in a manner
72 consistent with all applicable State and Federal environmental laws. Unless construction
73 commences within thirty (30) days after completion of all grading activity, weather permitting,
74 Developer shall restore the Property to an erosion-controlled and dust-free condition as

75 applicable per the Plans and the Project’s Storm Water Management (“SWM”) Plan (as detailed
76 therein).

77 C. Authorizations. Developer shall acquire all necessary permits and authorizations,
78 as applicable and sewer and water lateral disturbance permits, to accomplish removal, and
79 disposal prior to commencement of any work requiring such authorizations and permits, at
80 Developer’s sole cost and expense.

81 D. Restoration. All areas of the Property on which construction is not actively
82 ongoing that have been disturbed by Developer’s construction activities will be restored to a
83 grade compatible with the overall SWM Plan and vegetated within thirty (30) days of the
84 cessation of any grading, weather permitting.

85 **ARTICLE IV**
86 **ON-SITE IMPROVEMENTS**

87 Upon undertaking any land disturbing activities for the Project on the Property,
88 Developer shall construct the following improvements on the Property site in substantial
89 accordance with the Plans as follows:

90 A. Construction. Developer shall construct the Project, in substantial accordance
91 with the Plans set forth in Exhibit C₂ by December 31, 2024.

92 B. Letter of Credit for Landscaping, Storm Water Pond Maintenance.

93 1. Developer shall seed and otherwise landscape the Property in
94 substantial accordance and pursuant to Developer’s Plans set forth in Exhibit G.

95 2. In addition to paying the then applicable permit fee(s), Developer shall
96 provide a letter of credit or cash escrow to the Village in the amount of Twenty-Five
97 Thousand Dollars (\$25,000) to guarantee a good faith execution of the approved erosion
98 control plan and any erosion control permit conditions as set forth in the SWM Plan. If a
99 letter of credit and not a cash deposit, said letter of credit may be combined with one or
100 more of the other letters of credit described in this Agreement, but such letter of credits
101 will be subject to reduction. This letter of credit shall be released by Village no later than
102 final occupancy permit.

103 3. Developer shall provide and plant on the Property all trees/shrub plantings
104 of the size and species, and at the locations, identified in Developer’s Plans set forth in
105 Exhibit G; provided, however, that Developer may substitute larger size plantings of the
106 same species. Following the planting of said trees and shrubs, Developer shall water and
107 maintain said trees and shrubs on the Property to ensure their survival for not less than
108 twenty-four (24) months from the date of planting. In the event any tree(s) or shrub(s)
109 fails to survive twenty-four (24) months following its planting, Developer shall replace
110 said tree(s) or shrub(s) with substantially like kind of species and size that said trees or
111 shrubs should have been at the time of replacement at its sole expense.

112 E. Driveways and Parking.

113 1. Developer shall grade, construct, and surface all driveways and parking
114 areas for the Property as shown on, and in substantial accordance with the Plans set forth
115 in Exhibit C.

116 2. Direct vehicular access to the Property from public streets will be only via
117 West Capitol Drive (the "Road"). The Property will be served by two (2) access
118 driveways off of the Road, which width must be a minimum of thirty-five (35) feet.

119 F. Exterior Lighting and Signage. Developer shall provide and install exterior
120 lighting and signage for the Property in substantial accordance with the Plans set forth in Exhibit
121 H. Developer, together with its successors and assigns shall bear all electrical and operational
122 expenses for all lighting on the Property. The Village hereby grants a PUD conditional approval
123 for a single Pylon Sign on the Property that must comply with the Plans attached as Exhibit B
124 (the "Pylon Sign"). The Pylon Sign may have a maximum (1) height of thirty (30) feet above
125 grade, (2) total sign face area not to exceed one hundred and forty (140) square feet per side, and
126 (3) distance from the Road's right-of-way of at least fifteen (15) feet. Developer may not have
127 any signs located off the Property.

128 G. Sidewalks.

129 1. Developer shall install concrete sidewalks on the Property in substantial
130 accordance with the Plans (the "Sidewalks").

131 2. Developer, together with its successors and assigns shall maintain, repair
132 and replace the Sidewalk(s) on the Property, including snow and ice removal so they are
133 useable during all seasons. Developer's snow removal plan for the Property shall be
134 substantially similar to that set forth on Exhibit J.

135 **ARTICLE V**
136 **OFF-SITE IMPROVEMENTS**

137 A. Developer shall, at its sole expense, subject to Developer's reimbursement from
138 Three Leaf Partners for their 40% share of design and construction costs, construct the
139 improvements needed in the Road adjacent to the Property, including the modifications to
140 pavement, curb and gutter, storm sewer, sidewalks, street lighting, striping and restoration
141 ("OFF-SITE Improvements") on the Road as shown on Exhibit K. This Agreement is contingent
142 upon Developer obtaining a written agreement with Three Leaf Partners for a cost share of 40%
143 paid by Three Leaf Partners and 60% paid by Developer. If Developer is unable to reach an
144 agreement with Three leaf Partners, this Agreement shall become null and void.

145 B. Permits. The Village will grant Developer any and all needed permits and
146 authorizations within its control so that Developer can construct and install the OFF-SITE
147 Improvements on the Road.

148

149 C. Transfer to Village. Subject to all of the other provisions of this Agreement and
150 the Exhibits attached, Developer shall, without charge to the Village, upon completion of the

151 OFF-SITE Improvements, unconditionally give, grant, convey and transfer ownership of the
152 same to the Village, its successors and assigns, forever, free and clear of all encumbrances
153 whatsoever, together with, including without limitation, all road related improvements in the
154 Road ROW including any paving, curb and gutter, sidewalks, lighting structures, storm sewer
155 inlets and pipes, conduits, equipment and appurtenances which may in any way be a part of such
156 OFF-SITE Improvements.

157 D. Notice and Acceptance. Developer shall notify the Village in writing of the
158 completion of the OFF-SITE Improvements described on Exhibit K. Within ten (10) days of the
159 date of such notice, the Village shall inspect and/or re-inspect as necessary any OFF-SITE
160 Improvement described in Developer's notice and prepare and deliver to Developer a written
161 punch list of repairs necessary to bring such improvement into substantial conformance with the
162 Plans. Upon Developer's written notice to the Village that all punch list repairs for all such
163 OFF-SITE Improvements are complete, and following satisfactory completion of any applicable
164 re-inspection, the Village shall within thirty (30) days following the date of such notice and
165 subject to inspection and approval of the Village, by resolution, accept the dedication of all
166 completed OFF-SITE Improvements.

167 E. Construction Warranty for OFF-SITE Improvements. Developer warrants that all
168 materials and workmanship furnished by Developer for the OFF-SITE Improvements will
169 remain in good and sound condition for and during a period of twenty-four (24) months from the
170 date after final acceptance by the Village of the OFF-SITE Improvements ("Developer's
171 Warranty").

172 F. OFF-SITE Improvements Warranty Security. Developer shall furnish to the
173 Village, prior to final approval of all OFF-SITE Improvements by the Village Engineer, warranty
174 security for the OFF-SITE Improvements (the "OFF-SITE Improvements Warranty Security")
175 in the form of an original, irrevocable letter of credit issued by a federally insured banking
176 institution in a form acceptable to the Village Attorney naming the Village as payee, equaling ten
177 percent (10%) of the total final cost of the OFF-SITE Improvements, which letter of credit will
178 be retained by the Village for a period of twenty-four (24) months from the date after final
179 acceptance by the Village of the OFF-SITE Improvements as security for Developer's guarantee
180 that the workmanship and materials furnished meet all state, federal and local requirements and
181 specifications and that each dedicated improvement is and will remain in good and sound
182 condition for and during the twenty-four (24) month period from final acceptance by the Village
183 of the OFF-SITE Improvements. The Village Engineer shall not entertain or process any
184 application for acceptance of the OFF-SITE Improvements until the applicable occupancy permit
185 has been issued. Said letter of credit may be combined with one or more of the other letter(s) of
186 credit funds described in this Agreement.

187 G. Obligation to Repair. Developer shall make, at its own expense, any and all
188 repairs due to defect in materials or workmanship or caused by weather which may become
189 necessary under the Developer's Warranty to keep the OFF-SITE Improvements in good and
190 sound condition.

191 H. Notice of Repair. If during a twenty-four (24) month warranty period, the OFF-
192 SITE Improvements shall, in the reasonable opinion of the Village Engineer in his/her reasonable

193 discretion, require any repairs or replacements which in his/her reasonable judgment are
194 necessitated by reason of settlement of structure or backfill, or other defective workmanship
195 and/or materials, Developer shall, upon written notification by the Village Engineer of the
196 necessity for such repairs, make such repairs, at its own cost and expense. In the event
197 Developer fails to make such repairs within a reasonable time after written notice has been sent
198 as provided herein, or fails to start work within thirty (30) days, except in an emergency, after
199 such written notice, weather permitting, the Village may cause such work to be done, but has no
200 obligation to do so, either by contract or otherwise, and the Village may draw upon any letter of
201 credit then in the Village's possession to pay any costs or expenses incurred in connection with
202 such repairs or replacements. If the cost or expense incurred by the Village in repairing or
203 replacing any portion of the OFF-SITE Improvements covered by Developer's Warranty exceeds
204 the amount of the letters of credit, then Developer shall, within thirty (30) days of being invoiced
205 by the Village, pay any excess cost or expense actually incurred in the correction process. If
206 Developer fails to make payment within said thirty (30) days, the Village may impose a special
207 charge against the Property pursuant to Wis. Stat. § 66.0627, as subsequently amended from
208 time-to-time.

209 I. Maintenance Prior to Acceptance.

210 1. Developer shall maintain the OFF-SITE Improvements until such time as
211 they are accepted by the Village. This maintenance will include routine maintenance,
212 such as dust suppression, crack filling, and the like. However, the Village will perform all
213 snow removal and ice control on the Road. In cases where emergency maintenance is
214 required, such as sewer blockages, the Village retains the right to complete the required
215 emergency maintenance in a timely fashion and impose a special charge against the
216 Property pursuant to Wis. Stat. §66.0627 for all actual associated costs.

217 2. OFF-SITE Improvements to be transferred to the Village under this
218 Agreement will be maintained by Developer until they are accepted so they substantially
219 conform to the Plans at the time of their acceptance by the Village.

220 **ARTICLE VI**
221 **MISCELLANEOUS REQUIREMENTS**

222 A. Utilities to Be Placed Underground. All newly installed utilities associated with
223 the transmission/delivery of electrical, telephone, gas, water and communications services must
224 be substantially underground. Normal and customary above-ground utility components such as
225 transformers, service pedestals, gas vents and the like approved by the Village Engineer in
226 his/her reasonable discretion are permissible. The Developer shall coordinate the installation as
227 shown on the Plans.

228 B. Manner of Performance. Developer shall cause all construction called for by this
229 Agreement to be carried out and performed in a good and workmanlike manner consistent with
230 current best practices in the construction of gas station/convenience stores.

231 C. Authorizations. Developer shall obtain all necessary authorizations and approvals
232 from all governmental authorities, including but not limited to the Village and State of

233 Wisconsin, prior to the start of construction, demolition, and/or hazardous waste abatement.
234 Developer shall be solely responsible for payment of all applicable authorization fees and costs.

235 D. Locations/Existing Public Utilities. Developer acknowledges that the locations of
236 existing Village sanitary sewer and storm water facilities as indicated on the approved Plans and
237 any other Village records are approximate locations only. Each Party is solely responsible for
238 definitively locating the other Parties' existing facilities in the field, and no Party hereto shall
239 bear any liability if any of said facilities are not located as may be contained in the approved
240 Plans and any other Village records. The Parties shall take commercially reasonable steps to not
241 interfere with the existing facilities of any other Party, if applicable.

242 E. Pre-Construction and Construction Meetings. Developer and its general
243 contractor(s) shall attend pre-construction and construction meetings as requested by Village
244 staff prior to conducting any site preparation and during construction on the Property.

245 **ARTICLE VII**
246 **TIME**

247 A. Commencement and Completion. Developer shall substantially complete both the
248 ON SITE Improvements and OFF-SITE Improvements all in compliance with the requirements
249 of this Agreement, and in accordance with the following Project schedules:

250 1. Commencement of the Project: Developer shall commence grading and
251 construction of the Project no later than July 1, 2024.

252 2. Completion of the Project: Developer shall substantially complete
253 construction of the Project by December 31, 2024. Except for punch list items relating to
254 ON-SITE or OFF-SITE Improvements, which shall be diligently pursued to completion
255 thereafter by Developer, prior to any final occupancy permit being issued for the Project.
256 Notwithstanding the foregoing requirements, the final lift of asphalt shall be completed
257 by October 31, 2024.

258 B. Time of the Essence. Time is of the essence as to all timelines set forth in this
259 Agreement. Upon failure of Developer to meet one or more deadlines specified in this
260 Agreement, in the event Developer has commenced the Project the Village may (but is not
261 required to) restore the Property to grade and stabilize the Property to achieve a dust-free,
262 erosion proof condition while drawing on any letters of credit posted by Developer. In the event
263 the Village performs work on the Property under this Section, the Village may charge Developer
264 one hundred and thirty percent (130%) of the actual costs incurred by Village in completing that
265 aspect of the Project or restoring the Property to grade and stabilizing the Property to a dust-free,
266 erosion-proof condition. The Village may draw upon any security provided in this Agreement
267 for the payment of said charges against the defaulting Developer and invoice said Developer for
268 any costs in excess of any such security. If Developer fails to pay such invoice, the Village shall
269 have the right to assess a special charge against the Property, or any portion thereof, under Wis.
270 Stat. § 66.0627 as subsequently amended from time-to-time.

271 C. Cause of Delay and Notice of Default.

272 1. If delay in completion of any improvements on the Property described in
273 this Agreement is caused or contributed to by labor disputes, casualties, acts of God or
274 the public enemy, governmental embargo restrictions, shortages of fuel, labor or
275 materials, pandemics, epidemics, public health related issues, riots, public insurrection,
276 action or non-action of public utilities or of local, state or federal governments, agencies
277 or departments affecting the work or other causes beyond Developer’s reasonable control,
278 then the time of completion of such improvement will be extended for the additional time
279 caused by such delay.

280 2. Developer shall give written notice to the Village Engineer within twenty
281 (20) calendar days of the first occurrence of each delaying event together with
282 substantiation that the event qualifies for the granting of additional time under this
283 section. Failure by Developer to provide written notice within the time provided
284 hereunder shall constitute a waiver by Developer of any right to any extension under the
285 terms of this section.

286 3. Except in an emergency, the Village shall give Developer written notice of
287 default under this Article VII and an opportunity to cure within thirty (30) days, prior to
288 exercising its rights to cure any defaults by Developer. Notwithstanding the foregoing, if
289 the Village Manager in his sole discretion, determines that such delay would
290 unreasonably endanger the health or safety of any persons or property within the Village,
291 so as to constitute an emergency, in which case the Village may provide a shorter time
292 for cure.

293 **ARTICLE VIII**
294 **PAYMENT OF VILLAGE FEES**

295 A. Reimbursement. Developer shall reimburse the Village for its planning,
296 engineering, and inspection of the Project, and for its legal work negotiating or enforcing this
297 Agreement and the other agreements associated with this Agreement. The Village shall keep and
298 provide to Developer a detailed accounting of such costs and bill Developer at the rates
299 contracted by the Village for such services. Von Briesen & Roper, S.C. attorney’s fees will be
300 billed at Three Hundred Fifteen and No/100 Dollars (\$315.00) per hour. The Village engineer
301 fees will be billed at One Hundred Ninety-eight and No/100 Dollars (\$198.00) per hour and the
302 Erosion Control Specialist fees will be billed at One Hundred Twenty-five and No/100 Dollars
303 (\$125.00) per hour.

304 B. Upfront Fees. Developer shall, at the time of entry into this Agreement, pay the
305 Village for:

306 1. The Village’s reasonable engineering and legal expenses incurred as of
307 March 1, 2024, and shall further deposit with the Village Twenty Thousand and No/100
308 Dollars (\$20,000) (the “Deposit”) with respect to reimbursement of the Village’s
309 subsequent expenses arising out of or related to entry into this Agreement. If Village’s
310 expenses exceed the Deposit, Developer shall pay the Village such additional sums
311 within ten (10) calendar days of the date of Village’s invoice to Developer together with
312 such other planning, engineering, inspection, and legal work. Any additional funds as

313 necessary will be deposited to maintain a balance of not less than Twenty Thousand and
314 No/100 Dollars (\$20,000) at all times until the termination of all other financial security
315 provided to the Village under this Agreement. Said invoice will contain a summary of
316 Village's costs for which payment is required under this section.

317 2. Notwithstanding anything contained herein to the contrary, Developer
318 hereby acknowledges and agrees that there are municipal sanitary sewer, water
319 connection and other impact, reserve capacity, or similar municipal impact fees due or
320 owing as a result of the Project (collectively "FEES"). Developer acknowledges that it
321 shall be responsible for payment at the time of application for any such FEES that may be
322 in existence.

323 C. Default. Developer acknowledges and agrees that, in the event Developer
324 remains in default concerning payment of any FEES including those under subsection Art. VIII.
325 D., hereafter or the making of any deposits required under this Agreement for thirty (30) days
326 after written notice of such failure to pay, the Village shall have the right, in its sole discretion, to
327 draw upon any security provided by Developer and held by the Village under this Agreement,
328 and/or pursue any other remedy available to the Village under this Agreement or Wisconsin law
329 in connection with such failure to pay.

330 D. Permit Fees. Developer shall be responsible for payment of all applicable
331 municipal permit or related fees set forth in the Village Code of Ordinances or any fee schedule
332 adopted and used by the Village and the costs of all inspections of the Project.

333 **ARTICLE IX**
334 **GUARANTEE AND SECURITY FOR PAYMENT AND PERFORMANCE OF**
335 **DEVELOPER'S OBLIGATIONS**

336 A. The Village reserves all rights under Wisconsin Statute § 66.0617 to collect duly
337 imposed impact fees.

338 B. Performance Guarantee. As a condition of the commencement of land disturbing
339 activities or of obtaining any building permit arising out of or related to the Project, Developer
340 shall deliver or cause to be delivered to the Village Manager one or more original irrevocable
341 letters of credit issued by one or more federally insured banking institutions, the financial
342 condition of which is/are acceptable to the Village, naming Village as payee and being in a form
343 acceptable to the Village Attorney. Said letter(s) of credit shall collectively guarantee (i.) 130%
344 of landscaping, stormwater pond, and retaining wall on site, as required by the Village in
345 addition to all OFF-SITE Improvements in the Road ROW, (ii.) if a letter of credit and not a cash
346 deposit, the amount provided for herein, and (iii.) the amount provided for the OFF-SITE
347 Improvements Warranty Security. Upon receipt, the letter(s) of credit provided shall be in a
348 form satisfactory to the Village. Said letter(s) of credit shall be renewed annually and evidence
349 of renewal presented to the Village no less than sixty (60) days prior to its/their expiration.
350 Failure to renew the letter(s) of credit forty-five (45) days prior to its expiration shall entitle the
351 Village to withdraw all funds remaining from said letter(s) of credit.

352 C. Release of Letter of Credit Upon Completion. Upon final completion of all of the
353 improvements required herein, the approval of the Village Engineer of the OFF-SITE
354 Improvements, and posting of any required warranty or maintenance bond security, the then
355 remaining letter(s) of credit will be released and returned, after first drawing upon the security (if
356 required) for any fees and costs due and owing to the Village pursuant to all applicable
357 ordinances upon thirty (30) days' prior written notice to Developer.

358 **ARTICLE X**
359 **INDEMNIFICATION AND INSURANCE**

360 A. Indemnification. In addition to, and not to the exclusion or prejudice of, any
361 provisions of this Agreement or documents incorporated herein by reference, Developer, or its
362 successors in interest, shall INDEMNIFY AND SAVE HARMLESS the Village, its officers,
363 agents and employees, and shall defend the same from and against any and all liability, claims,
364 loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like,
365 which result from or arise in the course of, out of, or as a result of the performance, mis-
366 performance, or nonperformance of Developer's obligations under this Agreement or
367 Developer's negligent construction of improvements covered thereby until the granting of the
368 last occupancy permit pertaining to the Project and for twenty-four (24) months after the same.
369 Developer shall have the right to defend Developer and Village against any and all claims arising
370 out of or in connection with this Agreement and Village shall notify Developer of such claims
371 within five (5) days of Village, or its officers, agents, or employees being notified of such claims.
372 Developer shall have no obligation to indemnify, save harmless or defend the Village resulting
373 from negligent or intentional acts of the Village, its officers, agents, or employees.

374 B. Insurance. Developer shall maintain and cause its general contractor to maintain at all
375 times, until the granting by the Village of the final occupancy permit for the Project, insurance
376 with minimum limits and coverage as shown below:

377 1. Worker's Compensation, including Occupational Disease, Insurance
378 meeting the statutory requirements of the State of Wisconsin, and Employer's Liability
379 insurance in an amount of at least One Million Dollars (\$1,000,000).

380 2. Comprehensive Liability Insurance providing limits for bodily injury of
381 One Million Dollars (\$1,000,000) per occurrence with an aggregate of Two Million
382 Dollars (\$2,000,000). The policy must include the Village and its agents, officers and
383 employees as "additional insureds" and provide premises, operations, elevators, damage,
384 blanket contractual covering indemnities within contract documents, products and
385 completed operations coverage and be endorsed as "primary and non-contributory" to
386 any insurance of the additional insured, except from their negligence.

387 3. Comprehensive Automobile Liability Insurance, on occurrence basis,
388 covering all owned, non-owned, and hired vehicles with limits of liability equal to those
389 set forth in subsection Art. X. B. 2. above.

390 4. Developer shall furnish the Village policy declarations and endorsements
391 evidencing additional insureds to policies covering the above-recited insurance

392 requirements. All policy endorsements must state that notice of any material change in
393 coverage, non-renewal, or cancellation will be provided to the Village thirty (30) days
394 prior to the effective date of any such change, non-renewal, or cancellation. The form of
395 the policy endorsements will be subject to the approval of the Village Attorney. The
396 policy endorsements must be delivered prior to the commencement of any ground
397 disturbing activities or construction contemplated by this Agreement.

398 5. It is understood and agreed that the insurance coverage and limits required
399 above will not limit the extent of Developer's responsibilities and liabilities pursuant to
400 this Agreement or imposed by law.

401 6. **An ACCORD 25 Form will not suffice for purposes of providing**
402 **evidence of Developer's insurance coverage because of the disclaimers contained in**
403 **an ACCORD 25 Form.**

404 **ARTICLE XI**
405 **GENERAL CONDITIONS AND REGULATIONS**

406 All the provisions of the Village Code of Ordinances relating to use and development of
407 land, as amended from time-to-time are incorporated herein by reference to the extent then
408 applicable, and all such provisions will bind the Parties hereto and be a part of this Agreement as
409 fully as if set forth at length herein. This Agreement and all work and improvements required
410 hereunder will be performed and carried out in accordance with the best practices in the
411 construction industry for gas station/convenience stores subject to and in accordance with said
412 ordinances and this Agreement.

413 **ARTICLE XII**
414 **AMENDMENTS**

415 The Village Board and Developer, by mutual consent, may amend this Agreement only
416 upon entry into a subsequent written agreement approved at a meeting of the Village Board of
417 Trustees for the Village. The Village Board shall not, however, consent to an amendment until
418 after first having received a recommendation from the Village Plan Commission in accordance
419 with applicable Village ordinances.

420 **ARTICLE XIII**
421 **NOTICE**

422 Any notice given hereunder shall be in writing and personally delivered, mailed by
423 registered or certified mail, return receipt requested, or delivered via overnight courier: To the
424 Village: Village Clerk, Sandy Policello, 210 Cottonwood Avenue, Hartland, Wisconsin 53029
425 and to Developer: 1626 Oak Street, La Crosse, Wisconsin 54602, Attention: Legal Department.
426 Any party may, by notice as provided above, designate a different address from time to time.
427 Any such notice shall be effective on the date of receipt.

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**ARTICLE XIV
DEFAULT BY EITHER PARTY**

A. The failure of one Party to insist in any one or more instances upon performance of, or compliance with any term or condition of this Agreement will not be construed as a waiver of future performance. The non-performing Party’s obligations with respect to such term, covenant or condition will continue in full force and effect.

B. In addition to any other remedies otherwise provided under this Agreement or local, or state of Wisconsin law, each Party shall have the right to bring an action in the Circuit Court for Waukesha County, Wisconsin for violation(s) of this Agreement.

**ARTICLE XV
TRANSFER OF OWNERSHIP**

The Property may not be sold, transferred or conveyed to a person or any entity (1) prior to the passage of twenty-four (24) months following the Village acceptance of the OFF-SITE Improvements.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

A. The Parties acknowledge and represent that this Agreement is the subject of negotiation by all Parties and that the Parties together shall be construed to be the drafter hereof and this Agreement will not be construed against any Party individually as drafter.

B. Nothing in this Agreement will be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship between the Village and Developer.

C. This Agreement shall not be construed to abridge or waive the Village’s authority under Wis. Stats. §§ 61.35 and 62.23.

D. Developer shall be solely financial responsible for all trash, garbage and waste hauling from all of the buildings and grounds of the Project and shall contract directly for same. Developer warrants that all access areas to the waste/garbage collection points within the Project have been designed to adequately support the weight of heavy vehicles and equipment such as waste collection trucks.

E. The Parties hereby acknowledge that this Agreement imposes on them, and their respective officers, agents, and employees, and successors and assigns a duty of good faith and fair dealing.

F. Except as otherwise expressly provided in this Agreement, all guarantees, agreements, representations, and warranties made herein will survive the execution of this Agreement and as applicable, the completion of the Project. This Agreement will be binding upon and inure to the benefit of the Parties their respective heirs, personal representatives, executors, or successors and assigns.

465 G. Developer represents and warrants that it is a duly organized and validly existing
466 corporation under the laws of the State of Wisconsin and that the execution and performance of
467 this Agreement has been duly authorized by resolution or other required action.

468 H. This Agreement will be recorded by Developer with the Register of Deeds for
469 Waukesha County immediately following the execution of this Agreement, but before the
470 recording of any mortgage on the Property. Developer shall promptly provide a copy of the
471 recorded document to the Village.

472 I. All time periods referred to in this Agreement will be calculated on the basis of
473 consecutive calendar days.

474 J. Within ten (10) days after request therefor, the Village shall provide an estoppel
475 certificate to Developer, or any proposed purchaser of all or any part of the Property, or its
476 lenders, stating that Developer is not in default hereunder or if Developer is in default hereunder
477 setting forth any such defaults.

478 K. In the event that any term or provision of this Agreement is determined to be
479 invalid or unenforceable for any reason, then the other terms and provisions of this Agreement
480 will not be affected thereby and said terms and provisions will remain in full force and effect,
481 unless to do so would be inequitable to either party hereto.

482 L. The full agreement of the Parties is expressed herein and no verbal or written
483 understandings or agreements shall alter, change or modify the terms of this Agreement unless in
484 writing and signed by both parties as an amendment to this Agreement.

485 M. The Agreement will in all respects be governed by the laws of the State of
486 Wisconsin. The venue for all legal actions involving this Agreement shall be in the Circuit Court
487 of Waukesha County, Wisconsin, notwithstanding any conflicts of law principles.

488 N. The Parties agree that any litigation stemming from, arising out of, or related to
489 this Agreement shall be governed by the American Rule, with each Party paying its own
490 attorney's fees. Neither party shall be responsible for or required to pay or reimburse the other
491 Party for attorney's fee incurred, regardless of whether a Party is the prevailing or non-prevailing
492 party.

493 **ARTICLE XVII**
494 **EXCULPATION OF VILLAGE ELECTED OFFICIALS IN PERSONAL CAPACITY**

495 The Parties mutually acknowledge and agree that the President and Village Clerk of the
496 Village, entered into and are signatory to this Agreement solely in their official capacity and not
497 individually, and shall have no personal liability or responsibility hereunder; and personal
498 liability as may otherwise exist, being expressly released and/or waived.

499
500 *[Signatures on Following Pages]*

IN WITNESS WHEREOF, Developer and Village have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in either one original or by original counterparts the day and year first above written.

VILLAGE:

VILLAGE OF HARTLAND

By: _____
Jeff Pfannerstill , Village President

ATTEST:

Santee Policello, Village Clerk

DEVELOPER:

KWIK TRIP, INC.

By: _____

Name:

Title:

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023 the above-named _____, to me known to be the person who executed the foregoing acknowledged that he executed the same as the _____.

Subscribed and sworn to before me
this _____ day of _____, 2023.

NOTARY PUBLIC, State of Wisconsin
Print Name: _____
My Commission: _____

Exhibit List

Exhibit A	Certified Survey Map No. ____
Exhibit B	Pylon Sign
Exhibit C	Site Plan
Exhibit D	Erosion Control Plan
Exhibit E-1	Agreement to Maintain Stormwater Facilities
Exhibit E-2	Stormwater Facility Maintenance Plan
Exhibit E-3	Stormwater Management Plan
Exhibit F	Grading Plan
Exhibit G	Landscape Plan
Exhibit H	Lighting Plan
Exhibit J	Snow Removal Plan
Exhibit K	Road Plan

Exhibit A

Certified Survey Map No. _____

[See Attached]

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 3, in Township 7 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of a part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 3, in Township 7 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section; thence North 00° 00' 51" East along the West line of said 1/4 Section a distance of 714.49 feet to a point; thence North 77° 25' 12" East 264.49 feet to a point in the North line of Vettleson Road and the East line of State Trunk Highway 83, said point also the point of beginning of lands to be described; thence North 12° 18' 56" West along the East line of State trunk Highway 83 a distance of 588.24 feet to a point; thence North 04° 41' 44" West along said East line 207.94 feet to a point in the Westerly line of West Capitol Drive; thence Southeasterly 277.51 feet along said Westerly line and an arc of a curve, whose center lies the Southwest, whose radius is 289.79 feet and whose chord bears South 59° 54' 29" East 267.03 feet to a point; thence South 32° 28' 26" East along said Westerly line 364.31 feet to a point; thence Southeasterly 212.75 feet along said Westerly line and an arc of a curve whose center lies to the Northeast, whose radius is 510.47 feet, and whose chord bears South 44° 24' 51" East 211.21 feet to a point; thence South 28° 39' 09" West along said Westerly line 121.27 feet to a point in the North line of Vettleson Road; thence South 77° 25' 12" West along said North line 383.01 feet to the point of beginning.

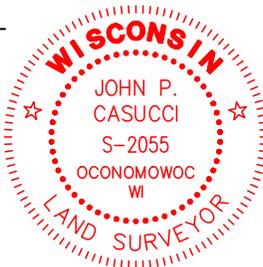
Said land contains 234,283 square feet or 5.3784 acres.

THAT I have made the survey, land division and map by the direction of KWIK TRIP INC., owner.

THAT the 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 the Village of Hartland Land Division ordinance in surveying, dividing and mapping the same.

Date: NOVEMBER 29, 2022
REV. 12-7-23



John P. Casucci

JOHN P. CASUCCI
PROFESSIONAL LAND SURVEYOR S-2055

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 3, in Township 7 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

OWNER CERTIFICATE

KWIP TRIP INC., a company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the Ordinances of the Village of Hartland.

KWIK TRIP INC., does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Village of Hartland.

IN Witness Whereof, KWIK TRIP INC., has caused these presents to be signed

by _____, it's _____

on this _____ day of _____, 20_____.

KWIK TRIP INC.

PERSONALLY came before me this _____ day of _____, 20_____,

_____ the _____ of the above named corporation, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the foregoing instrument as such officer on behalf of the entity, by its authority.

(Notary Seal)

(print name)
Notary Public, State of Wisconsin
My commission expires _____



John P Casucci

11/29/2022
REV. 12-7-23

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 3, in Township 7 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

VILLAGE OF HARTLAND PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Village of Hartland, Wisconsin on the _____ day of

_____, 20_____.

Date: _____

Jeffery Pfannerstill, Chairman

VILLAGE OF HARTLAND BOARD APPROVAL

RESOLVED that the Certified Survey Map of KWIK TRIP INC., owner of said lands, being a part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 3, in Township 7 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, having been approved by the Plan Commission and the same is hereby approved by the Village of Board of Trustees of the Village of Hartland

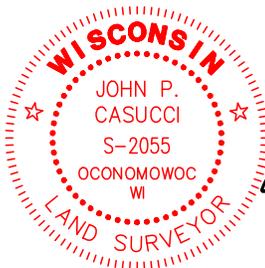
on this _____ day of _____, 20_____.

Date: _____

Jeffery Pfannerstill, Village President

Date: _____

Sandee Policello, Village Clerk



John P. Casucci

11/29/2022
REV. 12-7-23

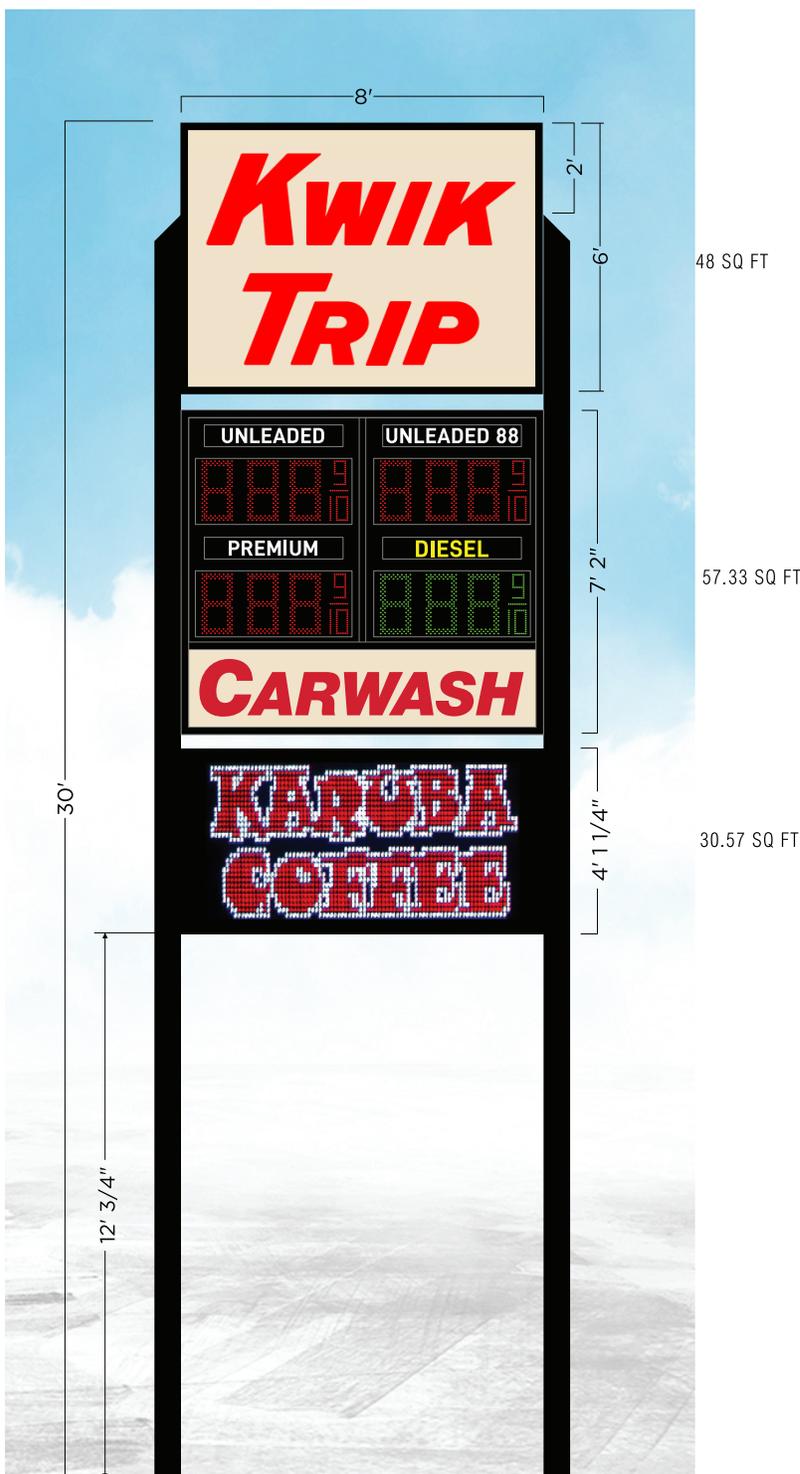
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI

Exhibit B

Pylon Sign

[See Attached]

1283 HARTLAND, WI



IF YOU CAN SEE THIS TEXT THIS ARTWORK IS NOT PRINTED TO SCALE

IF YOU CAN SEE THIS TEXT THIS ARTWORK IS NOT PRINTED TO SCALE

1020 Wilbur Ave, PO BOX 2098
WATERLOO, IA 50704
319-233-4604 - 800-728-4604
Fax: 319-233-7514

605 Iowa Ave, West
MARSHALLTOWN, IA 50158
641-752-6608 - 888-656-7446
Fax: 641-752-6968

PROJECT
KWIK TRIP

LOCATION
HARTLAND, WI

REP. SARAH
DESIGNER HMF
SKETCH # 7-18-23
ORDER #

SCALE 1/4" = 1'0"
FILE
PRINT FILE /
REVISION(S)



CLIENT APPROVAL
SIGNATURE/DATE

COPYRIGHT 2023 - THIS ARTWORK IS PROPERTY OF NAGLE SIGNS INC. AND MAY NOT BE REPRODUCED. THIS RENDERING IS FOR REPRESENTATIONAL PURPOSES ONLY
Color output may not be exact when viewing or printing this drawing. If these colors are incorrect, please provide the correct PMS match & the revision will be made.

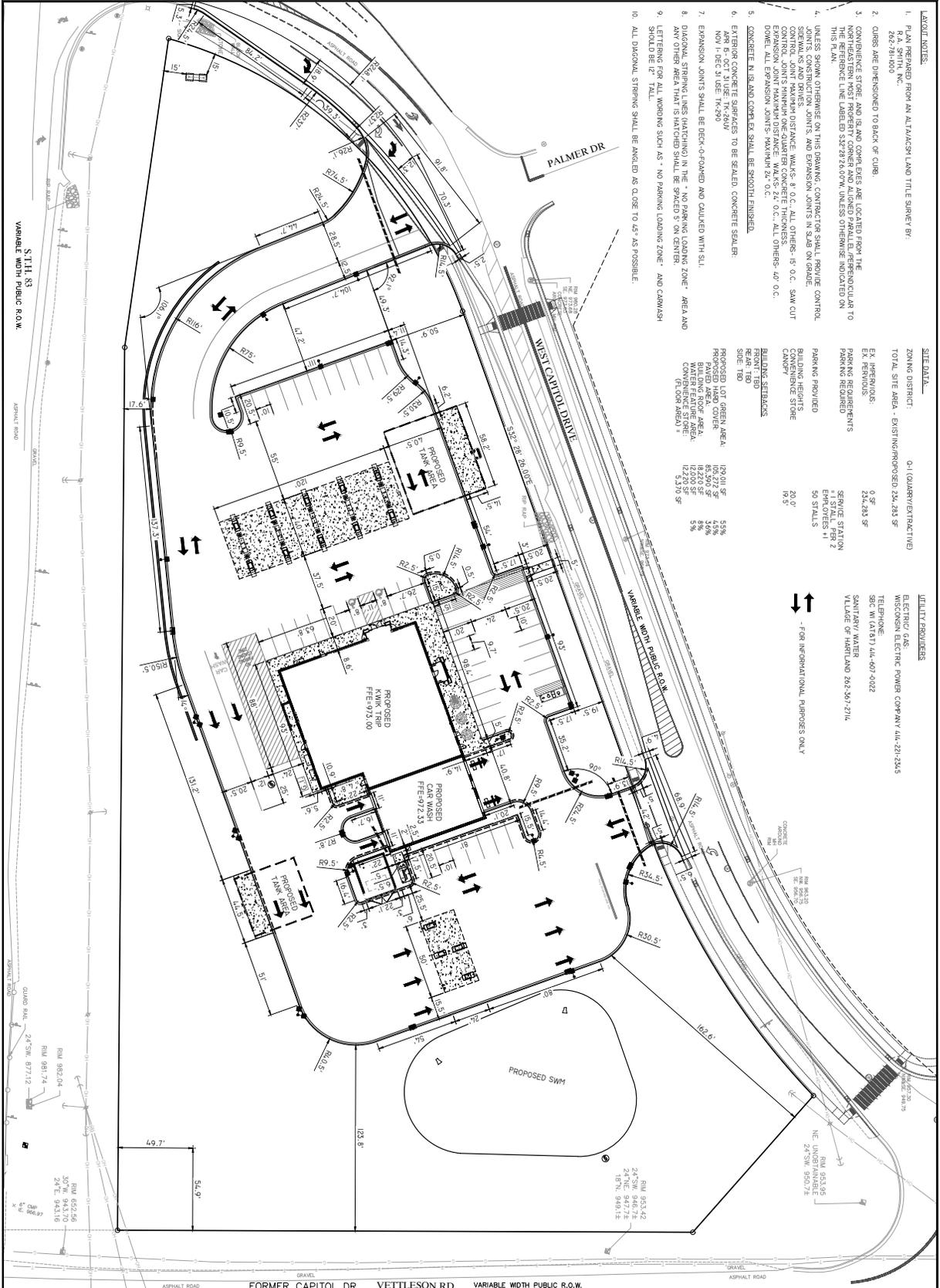
naglesigns.com

Exhibit C

Site Plan

[See Attached]

[Entire plan set on file at the Village of Hartland entitled "Permit Plans for: Kwik Trip#1283 prepared by REI, dated _____, consisting of 26 sheets]



- LAYOUT NOTES:**
1. PLAN PERAPED FROM AN ALTACKEN LAND TITLE SURVEY BY: 262-781-000
 2. CURBS ARE DIMENSIONED TO BACK OF CURB.
 3. CONVENIENCE STORE AND IS AND CONE EXES ARE LOCATED FROM THE REFERENCE LINE LABELLED 3227826.00MM UNLESS OTHERWISE INDICATED ON THIS PLAN.
 4. JOINTS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS MAXIMUM DISTANCE WALKS: 4' O.C., ALL OTHERS: 15' O.C. SAW CUT CONTROL JOINTS MAXIMUM ONE-QUARTER CONCRETE THICKNESS. CONCRETE JOINT EXPANSION JOINTS MAXIMUM 24" O.C., ALL OTHERS: 40' O.C.
 5. CONCRETE IN IS AND CONE EX SHALL BE SMOOTH FINISHED.
 6. EXTERIOR CONCRETE SURFACES TO BE SEALED, CONCRETE SEALER: AM F-023 USE: 17-200V AM F-023 USE: 17-200V
 7. EXPANSION JOINTS SHALL BE DECK-O-FORMED AND CALKED WITH SIL.
 8. DIAGONAL STRIPING LINES (HATCHING) IN THE " NO PARKING LOADING ZONE " AREA AND ANY OTHER AREA THAT IS HATCHED SHALL BE SPACED 5' ON CENTER.
 9. LETTERING FOR ALL WORKING SUCH AS " NO PARKING LOADING ZONE " AND CARWASH SHOULD BE 12" TALL.
 10. ALL DIAGONAL STRIPING SHALL BE ANGLED AS CLOSE TO 45° AS POSSIBLE.

SITE DATA:

ZONING DISTRICT:	Q-1 (QUARRY/EXTRACTIVE)
TOTAL SITE AREA - EXISTING/PROPOSED:	23,283 SF
EX. IMPROVEMENTS:	0 SF
PARKING REQUIREMENTS:	24,243 SF
PARKING PROVIDED:	59 SPACES + 1
CONVENIENCE STORE CANOPY:	20 SF
FRONT: 180	19 SF
REAR: 180	19 SF
PROPOSED LOT GREEN AREA:	129,911 SF
PROPOSED PAVED AREA, CONVENIENCE STORE:	18,220 SF
BUILDING ROOF AREA:	85,500 SF
CONVENIENCE STORE (FLOOR AREA):	12,230 SF
	53.10 SF

UTILITY PROVIDERS:

ELECTRIC/GAS: WISCONSIN ELECTRIC POWER COMPANY 414-201-2365
 TELEPHONE: SEC WI (414) 44-607-0022
 SANITARY WATER: VILLAGE OF HARTLAND 262-501-2714

FOR INFORMATIONAL PURPOSES ONLY

SITE PLAN

CONVENIENCE STORE #1283

STH 83 AND W. CAPITOL DRIVE
 HARTLAND, WI

DATE: 01/31/24 PERMIT DOCUMENTS
 SHEET: SP1

SCALE

0 30 60

REI
 REAL ESTATE INVESTMENT
 CONSULTING ENGINEERING SURVEYING
 INC.
 1000 W. STATE STREET, SUITE 200
 FOND DU LAC, WI 54601-1808
 PHONE: 762.8181 FAX: 762.8182
 WWW.REIWI.COM

KWIK TRIP, Inc.
 P.O. BOX 2107
 1628 OAK STREET
 LA CROSSE, WI 54602-2107
 FAX: (608) 781-8888
 FAX: (608) 781-8880

STORES

KWIK TRIP

STORES

KWIK TRIP

STORES

KWIK TRIP

Exhibit D

Erosion Control Plan

[See Attached]

Exhibit E-1

Agreement to Maintain Stormwater Facilities

[See Attached]

AGREEMENT TO MAINTAIN
STORMWATER FACILITIES
BY AND BETWEEN
THE VILLAGE OF HARTLAND AND
Kwik Trip, Inc., La Crosse, Wisconsin, AND
ITS HEIRS, SUCCESSORS, OR ASSIGNS

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the Village of Hartland. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the Village of Hartland Stormwater Management Zoning Ordinance.

FACILITY LOCATION AND AREA SERVED (Attach Map if Necessary):

This space reserved for recording data
Return To:
Parcel Identification No./Tax Key No.

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the stormwater management goals of the Village of Hartland, the Village and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement the stormwater facility maintenance plan included herein as Attachment A.
- (2) Implement the stormwater management plan included herein as Attachment B.
- (3) Allow the Director of Public Works or designee to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

- (4) Undertake corrective actions required by Village within a reasonable time frame as set by the Director of Public Works.
- (5) Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by Village staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

THE VILLAGE OF HARTLAND SHALL:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as Village time and resources permit.
- (2) Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.
- (3) Notify the Owner of maintenance problems that require correction.

REMEDIES:

- (1) If corrective actions required by the Village are not completed within the time set by the Director of Public Works, written notice will be sent to the persons who were given notice stating the Village intention to perform such maintenance and bill the owner for all incurred expenses.
- (2) If at any time the Village determines that the existing system creates any imminent threat to public health or welfare, the Director of Public Works may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.
- (3) The owner grants unrestricted authority to the Village for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the Village within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Village will be borne by the parties responsible for said reimbursements.
- (5) The owner hereby grants to the Village a lien against the above-described property in an amount equal to the cost incurred by the Village to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described

Exhibit E-2

Stormwater Facility Maintenance Plan

[See Attached]

Post Construction Long Term Maintenance Plan for Kwik Trip # 1283 Village of Hartland, Wisconsin

System Description:

The property is located at the corner of STH 83 and W. Capitol Drive, Village of Hartland, Waukesha County, Wisconsin. The site consists of a series of storm water conveyances through sheet draining, piping, wet detention pond and Manhole type control structure.

System Maintenance

Catch Basin / Manhole and Oil Skimmer

- The facility structures should be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure's cover or grate should be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- Ladder should be inspected for missing rungs, wall attachments, rust, cracks or sharp edges.
- The structure bottom and pipes should be clear of vegetation and debris.
- Remove sediment when it is within 12 inches from the lowest pipe invert or 50% of sump depth.

Trench Drain

- The facility structures should be checked annually for signs of damage and cracks to top grate.
- The structure's bottom and walls to be checked for cracks.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- The structure bottom and pipes should be clear of sediment and debris.

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

Outflow Control Structures

- The facility structures should be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure's cover or grate should be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- Ladder should be inspected for missing rungs, wall attachments, misalignment, rust, cracks or sharp edges.
- Removed debris from interior trash rack (if present).
- The connection of the interior steel plates to the structure should be inspected for cracks.
- The structure bottom and pipes should be clear of vegetation and debris.
- Remove sediment when it within 12 inches from the lowest pipe invert.

Apron and Riprap

- The facility structures should be checked annually for signs of damage to apron.
- The end of pipe, apron and surrounding riprap should be free of debris.
- Inspect for erosion around apron.
- Inspect for erosion and sediment accumulation within the riprap.

Ditches and Swales

- The facility should be checked annually for signs of erosion, vegetation loss, side slopes and channelization of the flow.
- Area should be free of any standing water.
- The grass should not be allowed to grow greater than 8" in height and shall not be cut any shorter than 2 inches.
- Keep all areas free of debris.
- Remove cuttings if necessary.
- Remove sediment by hand with a flat-bottomed shovel during dry periods if present.
- Remove only the amount of sediment necessary to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Reseed or unplug any damaged turf or vegetation.

Storm Detention Areas/Wet Ponds

- The facility should be checked annually for signs of erosion or bare soil along the perimeter, inlet pipe or swale, side slopes and at the inlet/outlet devices.

- Remove any dead or invasive vegetation and trees.
- Keep all areas free of debris.
- Remove sediment by hand with a flat-bottomed shovel during dry periods. Remove only the amount of sediment necessary to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Reseed or unplug any damaged turf or vegetation.

****NOTE**

- Some sediment may contain contaminants that requires special disposal. If there is uncertainty about what the sediment contains or it is known to contain contaminants, the Department of Natural Resources should be consulted through Kwik Trip's Environmental Department. Generally, special attention or sampling should be given to sediment accumulated in fueling areas, large parking lots, or other areas where pollutants (other than clean soil) are suspected to accumulate and be conveyed by storm runoff.
- Some sediment collected may be free of pollutants and can be used as fill material. It is vital that this material not be placed in any way that will promote or allow re-suspension in the storm runoff.

Tasks	Street Clean	Underground Storm Sewer System	Catch Basin	Ditches & Swales	Outflow Control Structures	Apron/Rip Rap	Wet Detention Pond	Wetland Issues	Schedule
Inspection		X	X	X	X	X	X	X	Annual
Clean Streets	X								Annual
Mowing				X			X		0-2 times per year
System Clean Out		X							1 Time per 4 years



Kwik Trip Stormwater BMP Inspection

Store #: 1283

Number of BMPs: 17

Location (City, State): Village of Hartland, Waukesha County, WI

Weather: _____

Inspection date: _____

Inspection By: _____

Inspection Results:

<u>Maintenance Required:</u>	YES	NO	N/A	<u>Maintenance Required:</u>	YES	NO	N/A
Infall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trench Drain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outfall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oil/Debris Separator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Catch Basin/Manhole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Depth/Sediment Accumulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Apron	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wet Detention Pond Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rip Rap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Shelf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Other Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other			

Attach pictures on last page

Communication Notes

Phone Fax Written E-Mail Personal Discussion

To whom: _____

Comments: _____

<p>Structure Quantity: 10</p> <p>Quantity: 10</p>	<ul style="list-style-type: none"> • Casting • Adjustment rings and mortar • Concrete cover and mortar • Steps (if present), wall and floor • Pipes and seals • If sediment is present, use a rod to determine depth and if it needs to be removed
<p>Outlet Structure (Wet Detention Pond) Quantity: 1</p> <p>Quantity: 1</p>	<ul style="list-style-type: none"> • Casting and grout • Wall • Floor condition and sediment/trash • Pipe/seal and office • If sediment is present, use a rod to determine depth and if it needs to be removed
<p>Oil Skimmer Quantity: 02</p> <p>Quantity: 02</p>	<ul style="list-style-type: none"> • Casting • Adjustment rings and mortar • Concrete cover and mortar • Steps (if present), wall and floor • Pipes, snout and seals • If sediment is present, use a rod to determine depth and if it needs to be removed

<p>Trench Drain Quantity: 02</p> <p>PLAN SECTION A-A SECTION B-B</p>	<ul style="list-style-type: none"> • Casting • Surrounding concrete / pavement • Trench condition • Pipes and seals • Sediment depth
<p>Outfall / Overflow Quantity: 01</p> <p>PER PLAN PER PLAN 3:1 3:1 LIGHT RIPRAP OR TURF REINFORCEMENT MAT PER PLAN WEIR ELEVATION PER PLAN TYPE R FABRIC FOR RIPRAP APPLICATION</p> <p>NOTE: WEIRS TO USE PERMANENT TURF REINFORCEMENT MAT</p> <p>6 OVERFLOW WEIR DETAIL SP6 NOT TO SCALE</p>	<ul style="list-style-type: none"> • Sides • Sediment depth • Signs of erosion
<p>Detention Basin / Wet Pond Quantity: 1</p> <p>EXISTING GRADE PROPOSED GRADE PERMANENT POOL ELEVATION = 963.00 POND BOTTOM ELEV = 958.00 10' WIDE BERM TOP ELEV = 969.00 LIGHT RIPRAP DEEP TRAP AROUND POND TRAP BERM EMERGENCY SPILLWAY TOP OF RIPRAP ELEV = 968.00</p> <p>WET DETENTION POND CROSS SECTION DETAIL NTZ</p>	<ul style="list-style-type: none"> • Vegetation (weeds or bare spots) • Sediment depth / odor • Erosion • Emergency spill way • Side Slopes

Photos Before Maintenance	Photos After Maintenance (if required)
Structure:	
Structure:	
Structure:	

<p>Structure:</p>	
<p>Structure:</p>	
<p>Structure:</p>	

Exhibit E-3

Stormwater Management Plan

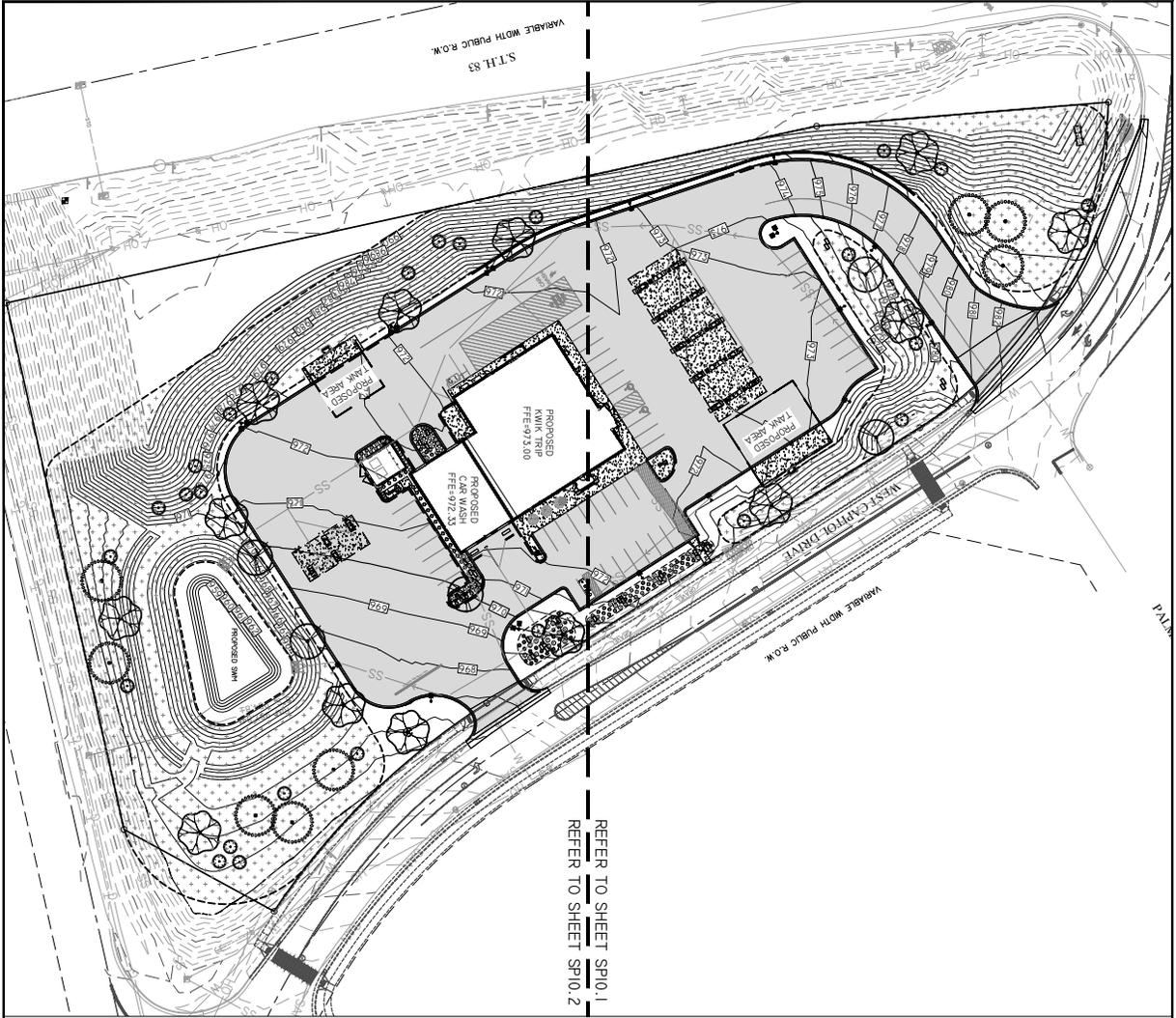
[On file at the Village of Hartland entitled Stormwater Management Plan for Kwik Trip Store #1283, Prepared by: REI, dated 8/18/2023, consisting of 127 pages]

Exhibit F
Grading Plan
[See Attached]

Exhibit G

Landscape Plan

[See Attached]



GENERAL NOTES:

- (A) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
- (B) CALL DIGGERS HOTLINE @ 811 OR 1-800-242-8811 AT LEAST 5 WORKING DAYS PRIOR TO DEMOLITION, EXCAVATION OR ANY CONSTRUCTION ACTIVITY.
- (C) ALL PLANT MATERIAL SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION OF PROJECT AND ACCEPTANCE BY OWNER, WITH A ONE YEAR REPLACEMENT WARRANTY UPON REQUEST BY OWNER, WARRANTY EXPIRES AFTER FIRST FULL YEAR FOLLOWING PROJECT COMPLETION.
- (D) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 6" TOPSOIL DEPTH FOR ALL AREAS TO BE SEEDBED/SODDED AND TOPSOIL SHALL BE CLEAN AND FREE OF STONES, WEEDS AND OTHER UNDESIRABLE DEBRIS.
- (E) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 12" PLANTING SOIL DEPTH FOR ALL PROPOSED PLANTING BED AREAS THROUGHOUT THE PROJECT SITE. CONTRACTOR IS REQUIRED TO CORRECT ANY DEFICIENCIES PRIOR TO PLANT INSTALLATION. PLANTING SOIL & AREA SHALL BE CLEAN AND FREE OF STONES, WEEDS, CONCRETE WASTE AND OTHER UNDESIRABLE DEBRIS.
- (F) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING TOPSOIL AND SEEDING OR SOODING ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY, INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- (G) CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER LANDSCAPE CONSTRUCTION ACTIVITIES ARE COMPLETE AND APPROVED BY OWNER. THIS TO BE DONE DAILY AS DERIVED NECESSARY BY MUNICIPALITY.

PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CONT.	QTY
DECIDUOUS TREES					
	Red Maple Sugar Maple	Acer saccharum Blatter	1.5" Cal.	B&B	5
	Red Oak	Quercus rubra	1.5" Cal.	B&B	8
	Swamp White Oak	Quercus bicolor	1.5" Cal.	B&B	13
EVERGREEN TREES					
	White Spruce	Picea glauca	3' Ht.	Pot	25
EVERGREEN SHRUBS					
	Kalmi Compact Flower Juniper	Juniperus chinensis 'Kalmi Compact'	3 gal.	Pot	10
PERENNIALS					
	Garden Cosmos	Rudbeckia ligulae salicifolia 'Gardenium'	1 gal.	Pot	14
	Heart Rosette Flower Head Grass	Chamaecrista x scabra 'Heart Rosette'	1 gal.	Pot	35
	Petal Purple Coneflower	Echinacea purpurea	1 gal.	Pot	40
	Pine Dropweed	Sporobolus heterophyllus	1 gal.	Pot	34
	Savannah Switch Grass	Panicum virginicum 'Savannah'	1 gal.	Pot	38

OVERALL LANDSCAPE PLAN

CONVENIENCE STORE #1283

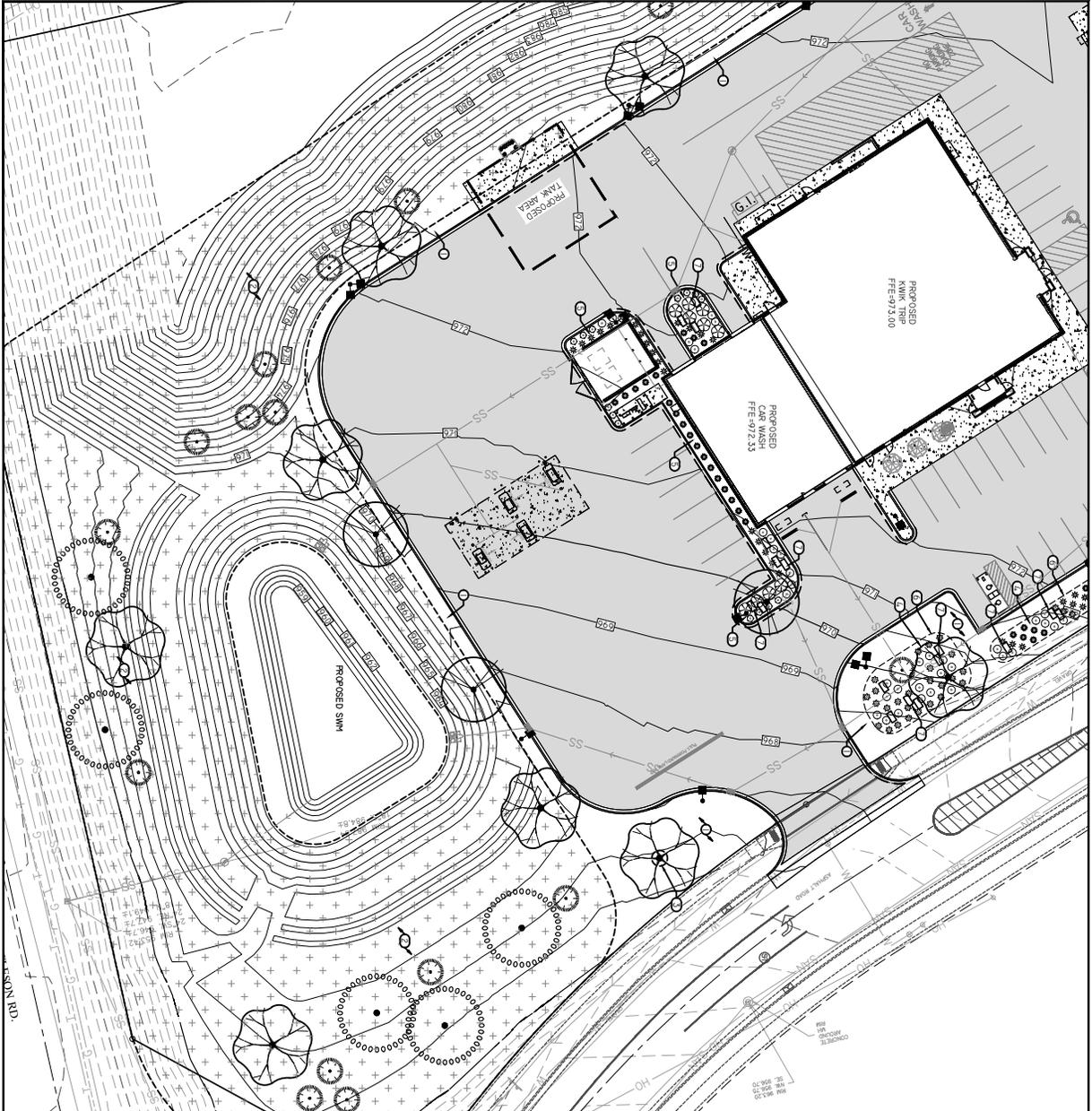
STH 83 AND W. CAPITOL DRIVE
 HARTLAND, WI

SCALE

KWIK TRIP - Inc.
 P.O. BOX 2107
 1626 OAK STREET
 LA CROSSE, WI 54602-2107
 PH. (608) 781-8888
 FAX (608) 781-8880

REI
 REAL ESTATE INVESTMENT ENGINEERING SURVEYING
 RE Engineering, Inc.
 1400 W. STATE STREET
 MILWAUKEE, WI 53233-3406
 PHONE: 763-257-9876 FAX: 763-257-5486

DATE: 10/27/23
 DESIGNER: TOSOH
 SCALE: GRAPHIC
 PROJECT NO.: 10827
 DATE: 01/31/24 PERMIT DOCUMENTS
 SHEET: **SP10**



KEYED NOTES

1. SOD, 24" ALL AREAS NOTED ON PLAN & ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITY.
2. ABERCOLL SOD/GRASS FRAMES FOR 48" X 36" X 1/4" GYPHOSATE 10% DRAINAGE ENEMY. THE SOD IS TO BE PLANTED IN THE SOIL ONLY. THE SOD IS TO BE PLANTED BY HAND BROADCASTING AT A RATE OF 11 LBS/ACRE. RAKE OR DRAG AREA LIGHTLY, COVERING THE SEED WITH ABOUT 1/2" TO 3/4" OF SOIL. ROLL AREA FIRMLY AFTER DRAGGING. MATCH FRAMES SEEDING AREAS LESS THAN 1/4" SLOPE TO ABERCOLL'S NATIVE SEEDING INSTRUCTIONS ON THE IR WEBSITE FOR BEST RESULTS. (LINK BELOW)
3. 6" DIAMETER WOOD MULCH TREE RING, 3"-4" DEPTH, DARK BROWN COLOR. FILL TREES PLANTED WITHIN SOD AREAS.
4. SHEPHEDED HARDWOOD MULCH, 3"-4" DEPTH, DARK BROWN COLOR.
5. DECORATIVE STONE MULCH, 3"-4" ROUND COBBLES, 4"-5" DEPTH, WITH COMPENSATED GRADE BED BANNER FABRIC UNDERLAYMENT.
6. SHOULDER CUT EDGE, 4"-5" DEPTH CLEAN CUT EDGE AROUND PLANTING BEDS WITHIN SOD AREAS.
7. ACENT Boulders, (48" X 18" X 18") L17 Limestone Blocks/Cubes, PLAN SYMBOL: □

PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME
DECIDUOUS TREES		
	Fall Favorite® Sugar Maple	Acer saccharum 'Sugar'
	Red Oak	Quercus rubra
	Swamp White Oak	Quercus bicolor
EVERGREEN TREES		
	White Spruce	Picea glauca
EVERGREEN SHRUBS		
	Katy Compact Yew	Thuja occidentalis 'Katy Compact'
PERENNIALS		
	Golden Coneflower	Rudbeckia hirta 'Golden Coneflower'
	Katy Favorite Red Hot Rose	Rosa rugosa 'Katy Favorite'
	Pine Purple Coneflower	Echinacea purpurea
	Pine Dogwood	Sporobolus heterostachyus
	Shanahan Switch Grass	Panicum virgatum 'Shanahan'

REFER TO SHEET SP10.3 FOR COMPLETE PLANT SCHEDULE, NOTES AND SPECIFICATIONS.

LANDSCAPE PLAN SOUTH

CONVENIENCE STORE #1283

STH 83 AND W. CAPITOL DRIVE
HARTLAND, WI

SCALE

KWIK TRIP - Inc.
 P.O. BOX 2107
 1628 OAK STREET
 LA CROSSE, WI 54602-2107
 PH: (608) 781-8888
 FAX: (608) 781-8880

REI
 2024 LANDSCAPE ARCHITECTURE
 ENGINEERING SURVEYING
 REI Engineering, Inc.
 1400 W. STATE STREET
 MILWAUKEE, WI 53233-2400
 PHONE: 778.263.9876 FAX: 778.263.5406
 WWW.REIENGINEERING.COM

AMWIK TRIP STORES

STAR STORES

AMWIK STORES

DATE: 01/29/24
 DESIGNER: M. GONZALEZ
 SCALE: GRAPHIC
 PROJ. NO.: 10827
 DATE: 01/31/24 PERMIT DOCUMENTS
 SHEET: **SP10.2**

GENERAL NOTES:

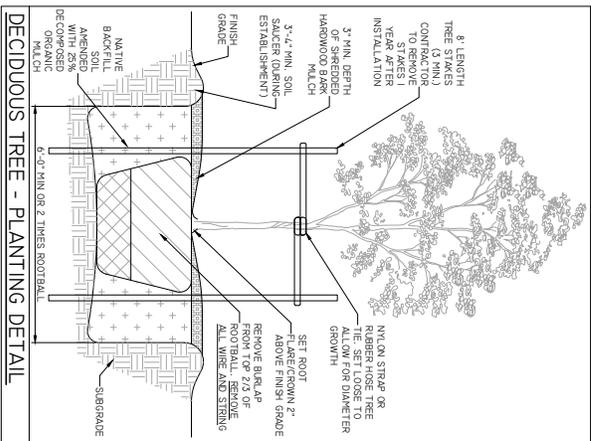
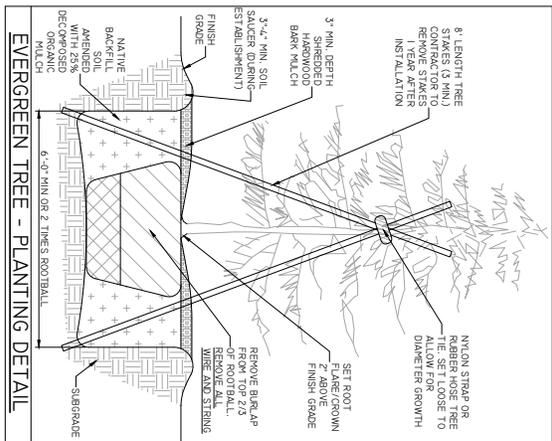
- (A) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING & VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
- (B) CALL DIGGERS W/LINE @ 811 OR 1-800-242-4811 AT LEAST 5 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR ANY CONSTRUCTION ACTIVITY.
- (C) ALL PLANT MATERIAL SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION OF PROJECT AND ACCEPTANCE BY OWNER, WITH A ONE YEAR REPLACEMENT WARRANTY UPON REQUEST BY OWNER, WARRANTY EXPIRES AFTER FIRST FULL YEAR FOLLOWING PROJECT COMPLETION.
- (D) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 6" TOPSOIL DEPTH FOR ALL AREAS TO BE SEED/SOODED THROUGHOUT PROJECT SITE. CONTRACTOR IS REQUIRED TO CORRECT ANY DEFICIENCIES PRIOR TO SEED/SO. TOPSOIL SHALL BE CLEAN AND FREE OF STONES, WEEDS AND OTHER UNDESIRABLE DEBRIS.
- (E) LANDSCAPE CONTRACTOR SHALL VERIFY MINIMUM 6" PLANTING SOIL DEPTH FOR ALL PROPOSED PLANTING BED AREAS THROUGHOUT THE PROJECT SITE. CONTRACTOR IS REQUIRED TO CORRECT ANY DEFICIENCIES PRIOR TO PLANT INSTALLATION. PLANTING SOIL & AREA SHALL BE CLEAN AND FREE OF STONES, WEEDS, CONCRETE WASTE AND OTHER UNDESIRABLE DEBRIS.
- (F) LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING TOPSOIL AND SEEDING OR SOODING ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY, INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- (G) CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER LANDSCAPE CONSTRUCTION ACTIVITIES ARE COMPLETE AND APPROVED BY OWNER. THIS TO BE DONE DAILY AS DETERMINED NECESSARY BY MAINTENANCE.

KEYED NOTES

- 1. SOO. *ALL AREAS NOTED ON PLAN & ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITY.
- 2. 190,000 SF TOTAL ASBESTOS SHORTGRASS BARRIERS FOR DEEP SOILS. APPL X 1" WAIT 10 DAYS THEN FINELY TILL THE SOIL ONLY 1"-2" DOWN AND PLANT IMMEDIATELY BY HAND BROADCASTING AT A RATE OF 11 LB/SQ. YD. RAKE OR ROLL AREA FIRMLY AFTER RAKING. MULCH PRAIRIE SEEDING AREAS LESS THAN 4:1 SLOPE WITH 1" OF WEED FREE STRAW MULCH. APPL Y WISDOT VET-FREE CLASS 1 URBAN TYPE B EROSION MAT ON SLOPING AREAS STEEPER THAN 4:1 SLOPE. SEE SPECIFICATIONS FOR EROSION CONTROL MATS. WEBSITE FOR DETAILED INSTRUCTIONS/GUIDELINES FOR SUCCESSFUL SEED ESTABLISHMENT AND MANAGEMENT. (LINK BELOW)
- HTPS://WWW.ASBECCO.COM/ABOUT/SEEDING-INSTRUCTIONS-SP-11-11-17/
- 3. 6" DIAMETER WOOD MULCH TREE RING, 3'-4" DEPTH, DARK BROWN COLOR. *ALL TREES PLANTED WITHIN SOO AREAS.
- 4. SHREDED HARDWOOD MULCH, 3'-4" DEPTH, DARK BROWN COLOR.
- 5. DECORATIVE STONE MULCH, 3'-4" ROUND COBBLES, 4"-5" DEPTH, WITH COMMERCIAL GRADE WEED BARRIER FABRIC UNDERLAYMENT.
- 6. SHOVEL CUT EDGE, 4"-5" DEPTH CLEAN CUT EDGE AROUND PLANTING BEDS WITHIN SOO AREAS.
- 7. (25 EA) TOTAL ACCENT BOLDERS, (4" X 16" X 18") LIMESTONE BLOCKS/CUBES. PLAN SYMBOL: 

PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CONT.	QTY
	DECIDUOUS TREES				
	Red Maple	Acer rubrum 'Baller'	1 1/2 Cal.	888	5
	Red Oak	Quercus rubra	1 1/2 Cal.	888	8
	Swamp White Oak	Quercus bicolor	1 1/2 Cal.	888	13
	EVERGREEN TREES				
	White Spruce	Picea glauca	3" Ht.	888	25
	EVERGREEN SHRUBS				
	Kalm's Corydalis	Juniperus chinensis 'Kalm's Corydalis'	3 1/2 Gal.	888	10
	FERN PLANTS				
	Gastardium Container	Andropogon virginicus 'Gastardium'	1 gal.	888	14
	Red Fescue	Calamagrostis x acutiflora 'Red Fescue'	1 gal.	888	35
	Palm	Echinocloa gilliesii	1 gal.	888	40
	Pine	Spondylium heterophyllum	1 gal.	888	34
	Shrub	Panicum virginicum 'Shrub'	1 gal.	888	30



KWIK TRIP, Inc.
 P.O. BOX 2107
 1628 OAK STREET
 LA CROSSE, WI 54602-2107
 PH: (608) 781-8888
 FAX: (608) 781-8880

REI
 LANDSCAPE DESIGN
 1400 W. STATE ST. 2ND FLOOR
 RENO, NV 89502
 PHONE: (775) 784-8888
 FAX: (775) 784-8880

LANDSCAPE NOTES, DETAILS & SPECIFICATIONS

CONVENIENCE STORE #1283

STH 83 AND W. CAPITOL DRIVE
 HARTLAND, WI

DATE: 03/19/24 PERMIT DOCUMENTS
 SHEET: SP10.3

Exhibit H
Lighting Plan
[See Attached]

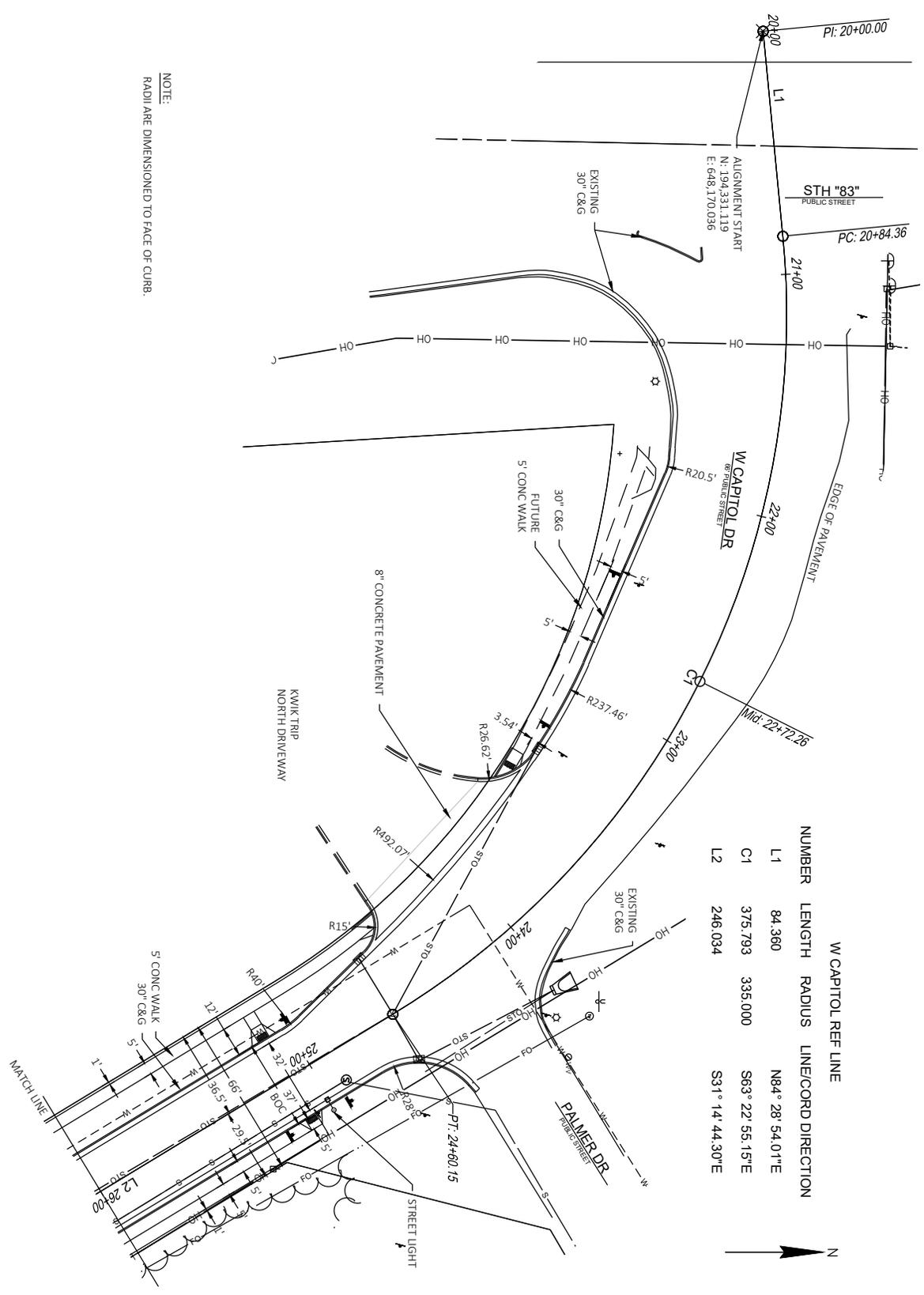
Exhibit J
Snow Removal Plan
[See Attached]

Exhibit K

Road Plan

[See Attached Alignment, Pavement Marking, and Signage Plans]

[On file at the Village of Hartland titled “Plan of Proposed Improvement for N. Capitol Drive (STH 83 to East of Vettelson Road) prepared by Payne & Dolan, dated _____, consisting of 59 sheets]

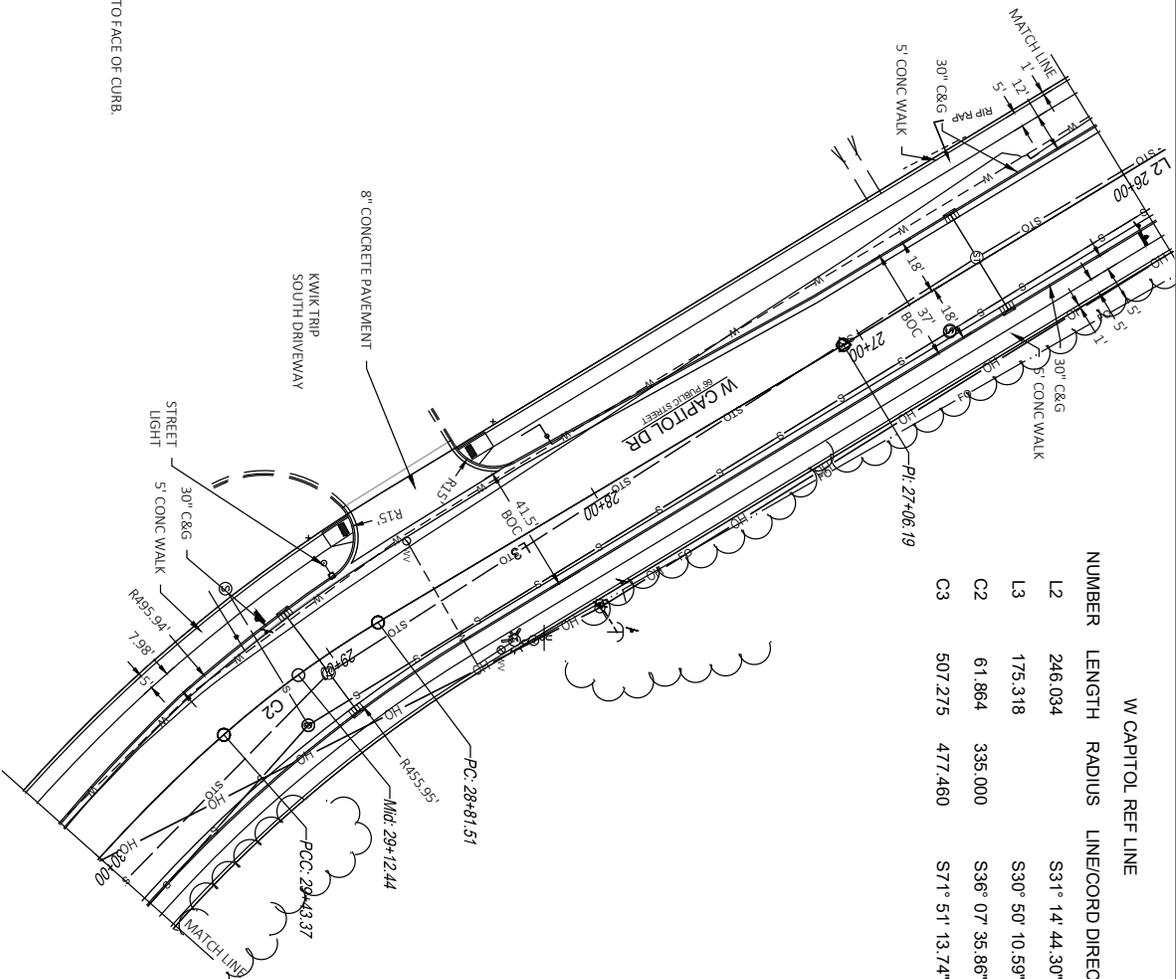


NOTE:
 RADII ARE DIMENSIONED TO FACE OF CURB.

W CAPITOL REF LINE

NUMBER	LENGTH	RADIUS	LINE/CORD DIRECTION
L1	84.360		N84° 28' 54.01"E
C1	375.793	335.000	S63° 22' 55.15"E
L2	246.034		S31° 14' 44.30"E

NUMBER	LENGTH	RADIUS	LINE/CORD DIRECTION	W CAPITOL REF LINE
L2	246.034		S31° 14' 44.30"E	
L3	175.318		S30° 50' 10.59"E	
C2	61.864	335.000	S36° 07' 35.86"E	
C3	507.275	477.460	S71° 51' 13.74"E	



NOTE:
RADIi ARE DIMENSIONED TO FACE OF CURB.



PROJECT NO: 490823

HWY: STH 83

COUNTY: WAUKESHA

ALIGNMENT PLAN

SHEET

10

E

FILENAME: S:\DESIGN & CONSTRUCTION SERVICES\0907\CD\KWK TRIP\HARTLAND CAPITOL DR\090-SHEETPLAN\090 - ROADWAY ALIGNMENT.DWG
 LAYOUT NAME: - ROADWAY GEOMETRY.D

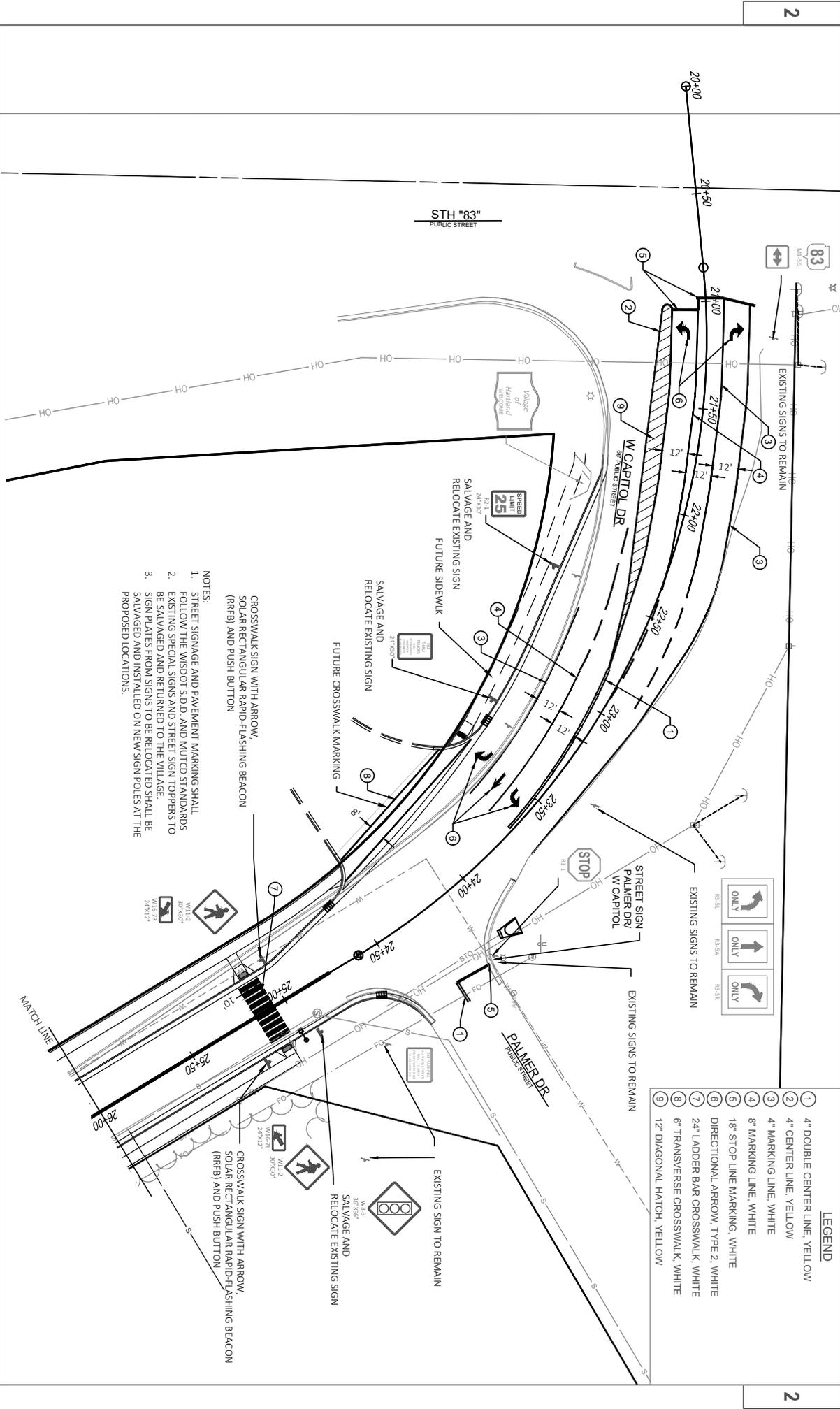
PLOT DATE: 2/22/2024 1:31 PM

PLOT BY: STEVE KOLAR

PLOT NAME:

PLOT SCALE: 1 IN=40 FT

WISDOT/CADDS SHEET 42



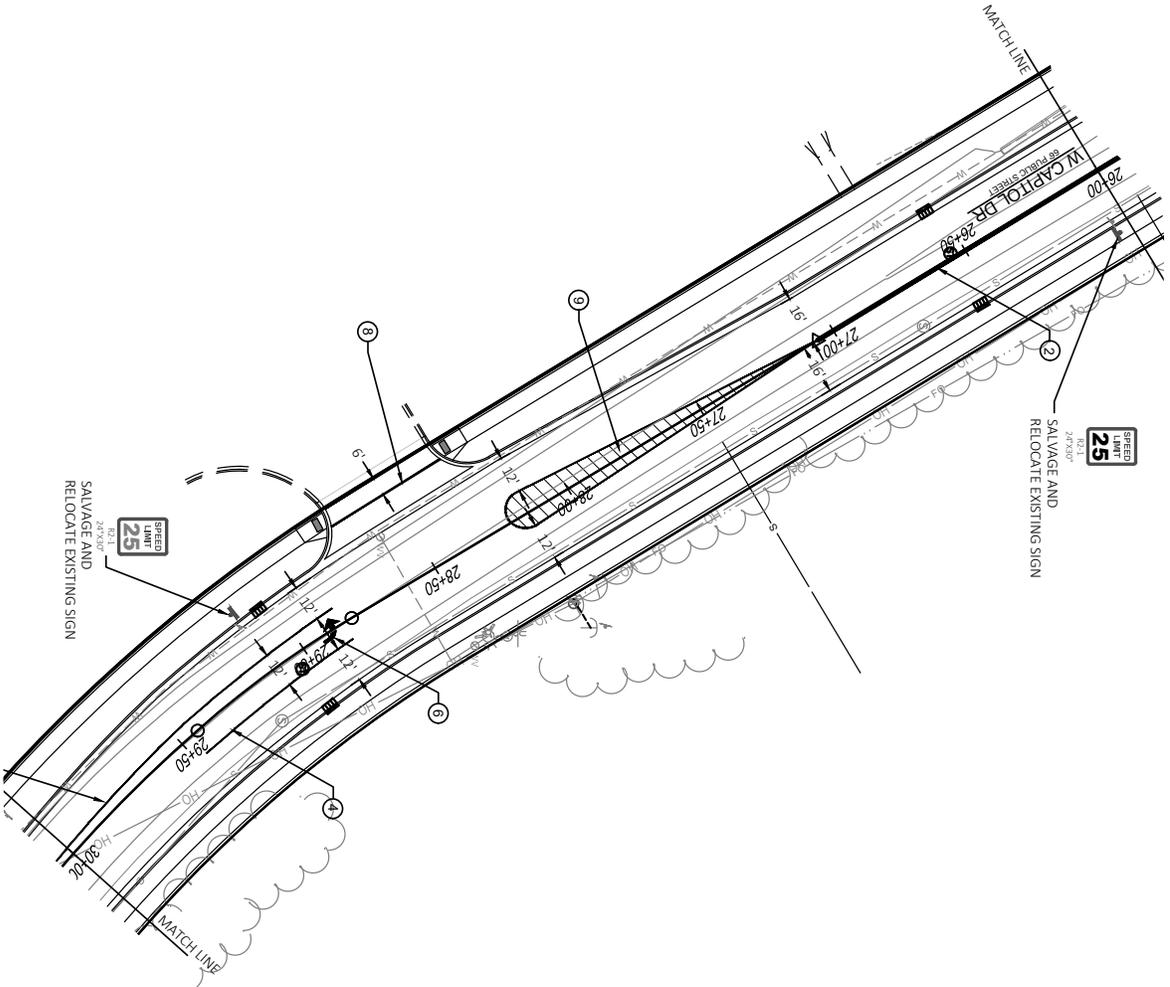
LEGEND

1	4" DOUBLE CENTER LINE, YELLOW
2	4" CENTER LINE, YELLOW
3	4" MARKING LINE, WHITE
4	8" MARKING LINE, WHITE
5	18" STOP LINE MARKING, WHITE
6	DIRECTIONAL ARROW, TYPE 2, WHITE
7	24" LADDER BAR CROSSWALK, WHITE
8	6" TRANSVERSE CROSSWALK, WHITE
9	12" DIAGONAL HATCH, YELLOW

- NOTES:**
1. STREET SIGNAGE AND PAVEMENT MARKING SHALL FOLLOW THE WISDOT S.D.D. AND MUTCD STANDARDS
 2. EXISTING SPECIAL SIGNS AND STREET SIGN STOPPERS TO BE SALVAGED AND RETURNED TO THE VILLAGE.
 3. SIGN PLATES FROM SIGNS TO BE RELOCATED SHALL BE SALVAGED AND INSTALLED ON NEW SIGN POLES AT THE PROPOSED LOCATIONS.

CROSSWALK SIGN WITH ARROW,
SOLAR RECTANGULAR RAPID-FLASHING BEACON
(RREB) AND PUSH BUTTON

CROSSWALK SIGN WITH ARROW,
SOLAR RECTANGULAR RAPID-FLASHING BEACON
(RREB) AND PUSH BUTTON



LEGEND

①	4" DOUBLE CENTER LINE, YELLOW
②	4" CENTER LINE, YELLOW
③	4" MARKING LINE, WHITE
④	8" MARKING LINE, WHITE
⑤	18" STOP LINE MARKING, WHITE
⑥	DIRECTIONAL ARROW, TYPE 2, WHITE
⑦	24" LADDER BAR CROSSWALK, WHITE
⑧	6" TRANSVERSE CROSSWALK, WHITE
⑨	12" DIAGONAL HATCH, YELLOW

N
↑

- NOTES:**
1. STREET SIGNAGE AND PAVEMENT MARKING SHALL FOLLOW THE WISDOT S.D.D. AND MUTCD STANDARDS
 2. EXISTING SPECIAL SIGNS AND STREET SIGN TOPPERS TO BE SALVAGED AND RETURNED TO THE VILLAGE. SIGN PLATES FROM SIGNS TO BE RELOCATED SHALL BE SALVAGED AND INSTALLED ON NEW SIGN POLES AT THE PROPOSED LOCATIONS.

PROJECT NO: 490823

HWY: STH 83

COUNTY: WAUKESHA

PAVEMENT MARKING & SIGNAGE PLAN

SHEET

19

E

FILENAME: S:\DESIGN & CONSTRUCTION SERVICES\090\CD\WV\K TRIM\HARTLAND CAPITOL DR\030-SHEET\PAVING - PAVEMENT MARKING & SIGNS 2

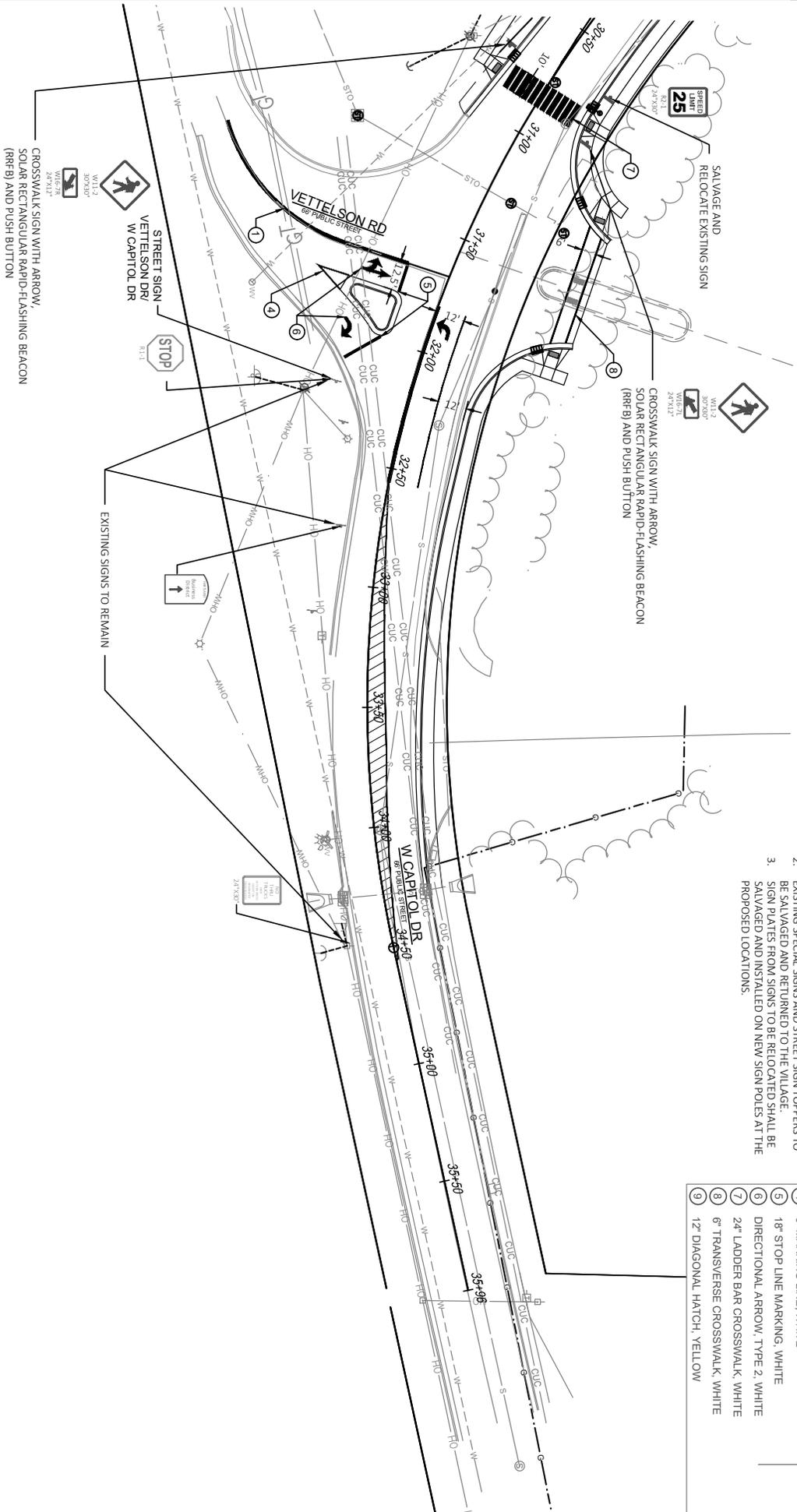
PLT DATE: 7/27/2024 1:49 PM

PLT BY: STEVE KOLAR

PLT NAME:

PLT SCALE: 1"=40'

WISDOT/CADDS SHEET 42



- NOTES:
1. STREET SIGNAGE AND PAVEMENT MARKING SHALL FOLLOW THE WISDOT S.D.D. AND MUTCD STANDARDS
 2. EXISTING SPECIAL SIGNS AND STREET SIGN TOPPERS TO BE SALVAGED AND RETURNED TO THE VILLAGE.
 3. SIGN PLATES FROM SIGNS TO BE RELOCATED SHALL BE SALVAGED AND INSTALLED ON NEW SIGN POLES AT THE PROPOSED LOCATIONS.

LEGEND

1	4" DOUBLE CENTER LINE, YELLOW
2	4" CENTER LINE, YELLOW
3	4" MARKING LINE, WHITE
4	4" MARKING LINE, WHITE
5	8" MARKING LINE, WHITE
6	18" STOP LINE MARKING, WHITE
7	DIRECTIONAL ARROW, TYPE 2, WHITE
8	24" LADDER BAR CROSSWALK, WHITE
9	6" TRANSVERSE CROSSWALK, WHITE
10	12" DIAGONAL HATCH, YELLOW



PROJECT NO.: 490823 | HWY: STH 83 | COUNTY: WAUKESHA | PAVEMENT MARKING & SIGNAGE PLAN | SHEET 20

FILE NAME: S:\DESIGN & CONSTRUCTION\SERVICES\9261\CD\WV\KTRIM\HARDLAND\CAPITOL DR\030-5HET9\PLAN\030 - PAVEMENT MARKING PLAN.DWG | PLOT DATE: 7/27/2024 1:50 PM | PLOT BY: STEVE KOLAR | PLOT SCALE: 1"=40' FT | WISDOT/CADDS SHEET 42

LAYOUT NAME: PAVEMENT MARKING & SIGNS 3

1 **PUD DEVELOPMENT AGREEMENT**

2 THIS PUD DEVELOPMENT AGREEMENT (this “Agreement”) is made this ____ day
3 of _____, 2024 by and between the VILLAGE OF HARTLAND, a Wisconsin
4 Municipality (the “Village”) and KWIK TRIP, INC., a Wisconsin corporation (“Developer”). In
5 this Agreement, Village and Developer may be collectively referred to as the “Parties,” and each,
6 individually, as a “Party.”

7 **RECITALS**

8 WHEREAS, Developer represents and warrants that it currently owns approximately 5.38
9 acres of land in the Village with tax key HAV0730950, more fully identified in the attached
10 Exhibit A, which is hereby incorporated by reference (the “Property”);

11 WHEREAS, Developer desires to develop and construct a full-service gas station and
12 convenience store, consisting of: (1) a Twelve Thousand One Hundred and Sixty Seven (12,167)
13 square-foot building that will contain a convenience store, with attached two-bay car wash and
14 dumpster enclosure; (2) a Pylon Sign (as detailed on Exhibit B); (3) Fuel/Diesel Canopies
15 (separate gasoline and diesel fuel canopies); (4) 22 fuel positions; and (5) associated parking
16 (collectively, the “Project”);

17 WHEREAS, the Property is currently an unzoned newly created parcel as it previously
18 was owned by the State of Wisconsin and utilized as part of State Trunk Highway 83 and
19 Developer has requested that the Property be zoned as a B-2 parcel along with a PUD Overlay
20 with a Conditional Use allowing a significant increase in the height and square footage of a
21 proposed Pylon Sign, pursuant to Village Code of Ordinances §§ 46-37, 46-444 (3), 46-469(1),
22 46-802(1), 46-980(5), 46-802(1), 46-926(a)(8) and 46-990 (the “Applicable Zoning Provisions”);

23 WHEREAS, Developer has provided plans and specifications for the Project (attached
24 hereto and incorporated by reference as Exhibit C (the “Plans”)

25 WHEREAS, the Plan Commission, at its meetings dated October 16, 2023, recommended
26 approval of the Plans; and

27 WHEREAS, the Village Board of Trustees, at its meeting dated November 11, 2023,
28 recommended approval of the Plans and the Project; and

29 WHEREAS, the Property was requested to be zoned as B-2 with a PUD overlay;

30 WHEREAS, the Village finds that the construction of the Project and the fulfillment,
31 generally, of the terms and conditions of this Agreement, are in the best interests of the Village
32 and its residents, by expanding the tax base and creating jobs, thereby serving public purposes in
33 accordance with State law;

34 WHEREAS, on _____, 2024, the Village approved entering into this
35 Agreement subject to the terms, conditions, and provisions of this Agreement. The Developer
36 shall record this Agreement as an encumbrance against the Property and provide a full copy of

37 same to the Village evidencing that it has been promptly recorded with the Waukesha County
38 Register of Deeds; and

39 WHEREAS, the Village Plan Commission and Board have required Developer to install
40 certain public and private improvements necessary to service the Project, which include, but are
41 not limited to facilitating vehicular and pedestrian ingress/egress access, grading and installation
42 of comprehensive storm water improvements, internal private water and sanitary sewer systems.

43 **AGREEMENT**

44 **NOW, THEREFORE**, the Village and Developer acknowledge and agree that, in
45 consideration of the granting of approval of the Project by the Village Plan Commission and
46 Board, for One Dollar (\$1.00), and the representations by Developer, the mutual promises set
47 forth herein, and other good and valuable consideration, the receipt and sufficiency of which is
48 hereby acknowledged, the Parties hereby agree as follows:

49 **ARTICLE I**
50 **RECITALS**

51 All of the above RECITALS are hereby incorporated into and made a part of this
52 Agreement.

53 **ARTICLE II**
54 **ZONING**

55
56 A. The Property parcel is newly created but not zoned; however, the Village hereby
57 approves its zoning as B-2 with a PUD Overlay effective upon this Agreement's full recording as
58 provided in Article XVI. H. Except as provided herein, the Project must conform to the use
59 requirements, setbacks and other requirements established in the Village Code of Ordinances for
60 a property zoned as B-2.

61
62 **ARTICLE III**
63 **EROSION CONTROL**

64 A. Erosion Control. Developer shall install and maintain Village-approved erosion
65 control methods prior to, during and after any ground disturbing activities on the Property as
66 contained in Exhibit D. Developer and all of its successors-in-interest or assigns shall thereafter
67 provide and maintain erosion control and the retention pond described in Exhibit E in perpetuity.
68 Developer's maintenance requirements for the retention pond shall be as required by local, state,
69 and federal law.

70 B. Site Preparation. Developer shall remove and dispose of all soils and related
71 materials located on the Property scheduled for removal as shown on Exhibit F in a manner
72 consistent with all applicable State and Federal environmental laws. Unless construction
73 commences within thirty (30) days after completion of all grading activity, weather permitting,
74 Developer shall restore the Property to an erosion-controlled and dust-free condition as

75 applicable per the Plans and the Project’s Storm Water Management (“SWM”) Plan (as detailed
76 therein).

77 C. Authorizations. Developer shall acquire all necessary permits and authorizations,
78 as applicable and sewer and water lateral disturbance permits, to accomplish removal, and
79 disposal prior to commencement of any work requiring such authorizations and permits, at
80 Developer’s sole cost and expense.

81 D. Restoration. All areas of the Property on which construction is not actively
82 ongoing that have been disturbed by Developer’s construction activities will be restored to a
83 grade compatible with the overall SWM Plan and vegetated within thirty (30) days of the
84 cessation of any grading, weather permitting.

85 **ARTICLE IV**
86 **ON-SITE IMPROVEMENTS**

87 Upon undertaking any land disturbing activities for the Project on the Property,
88 Developer shall construct the following improvements on the Property site in substantial
89 accordance with the Plans as follows:

90 A. Construction. Developer shall construct the Project, in substantial accordance
91 with the Plans set forth in Exhibit C₂ by December 31, 2024.

92 B. Letter of Credit for Landscaping, Storm Water Pond Maintenance.

93 1. Developer shall seed and otherwise landscape the Property in
94 substantial accordance and pursuant to Developer’s Plans set forth in Exhibit G.

95 2. In addition to paying the then applicable permit fee(s), Developer shall
96 provide a letter of credit or cash escrow to the Village in the amount of Twenty-Five
97 Thousand Dollars (\$25,000) to guarantee a good faith execution of the approved erosion
98 control plan and any erosion control permit conditions as set forth in the SWM Plan. If a
99 letter of credit and not a cash deposit, said letter of credit may be combined with one or
100 more of the other letters of credit described in this Agreement, but such letter of credits
101 will be subject to reduction. This letter of credit shall be released by Village no later than
102 final occupancy permit.

103 3. Developer shall provide and plant on the Property all trees/shrub plantings
104 of the size and species, and at the locations, identified in Developer’s Plans set forth in
105 Exhibit G; provided, however, that Developer may substitute larger size plantings of the
106 same species. Following the planting of said trees and shrubs, Developer shall water and
107 maintain said trees and shrubs on the Property to ensure their survival for not less than
108 twenty-four (24) months from the date of planting. In the event any tree(s) or shrub(s)
109 fails to survive twenty-four (24) months following its planting, Developer shall replace
110 said tree(s) or shrub(s) with substantially like kind of species and size that said trees or
111 shrubs should have been at the time of replacement at its sole expense.

112 E. Driveways and Parking.

113 1. Developer shall grade, construct, and surface all driveways and parking
114 areas for the Property as shown on, and in substantial accordance with the Plans set forth
115 in Exhibit C.

116 2. Direct vehicular access to the Property from public streets will be only via
117 West Capitol Drive (the "Road"). The Property will be served by two (2) access
118 driveways off of the Road, which width must be a minimum of thirty-five (35) feet.

119 F. Exterior Lighting and Signage. Developer shall provide and install exterior
120 lighting and signage for the Property in substantial accordance with the Plans set forth in Exhibit
121 H. Developer, together with its successors and assigns shall bear all electrical and operational
122 expenses for all lighting on the Property. The Village hereby grants a PUD conditional approval
123 for a single Pylon Sign on the Property that must comply with the Plans attached as Exhibit B
124 (the "Pylon Sign"). The Pylon Sign may have a maximum (1) height of thirty (30) feet above
125 grade, (2) total sign face area not to exceed one hundred and forty (140) square feet per side, and
126 (3) distance from the Road's right-of-way of at least fifteen (15) feet. Developer may not have
127 any signs located off the Property.

128 G. Sidewalks.

129 1. Developer shall install concrete sidewalks on the Property in substantial
130 accordance with the Plans (the "Sidewalks").

131 2. Developer, together with its successors and assigns shall maintain, repair
132 and replace the Sidewalk(s) on the Property, including snow and ice removal so they are
133 useable during all seasons. Developer's snow removal plan for the Property shall be
134 substantially similar to that set forth on Exhibit J.

135 **ARTICLE V**
136 **OFF-SITE IMPROVEMENTS**

137 A. Developer shall, at its sole expense, subject to Developer's reimbursement from
138 Three Leaf Partners for their 40% share of design and construction costs, construct the
139 improvements needed in the Road adjacent to the Property, including the modifications to
140 pavement, curb and gutter, storm sewer, sidewalks, street lighting, striping and restoration
141 ("OFF-SITE Improvements") on the Road as shown on Exhibit K. This Agreement is contingent
142 upon Developer obtaining a written agreement with Three Leaf Partners for a cost share of 40%
143 paid by Three Leaf Partners and 60% paid by Developer. If Developer is unable to reach an
144 agreement with Three leaf Partners, this Agreement shall become null and void.

145 B. Permits. The Village will grant Developer any and all needed permits and
146 authorizations within its control so that Developer can construct and install the OFF-SITE
147 Improvements on the Road.

148
149 C. Transfer to Village. Subject to all of the other provisions of this Agreement and
150 the Exhibits attached, Developer shall, without charge to the Village, upon completion of the

151 OFF-SITE Improvements, unconditionally give, grant, convey and transfer ownership of the
152 same to the Village, its successors and assigns, forever, free and clear of all encumbrances
153 whatsoever, together with, including without limitation, all road related improvements in the
154 Road ROW including any paving, curb and gutter, sidewalks, lighting structures, storm sewer
155 inlets and pipes, conduits, equipment and appurtenances which may in any way be a part of such
156 OFF-SITE Improvements.

157 D. Notice and Acceptance. Developer shall notify the Village in writing of the
158 completion of the OFF-SITE Improvements described on Exhibit K. Within ten (10) days of the
159 date of such notice, the Village shall inspect and/or re-inspect as necessary any OFF-SITE
160 Improvement described in Developer’s notice and prepare and deliver to Developer a written
161 punch list of repairs necessary to bring such improvement into substantial conformance with the
162 Plans. Upon Developer’s written notice to the Village that all punch list repairs for all such
163 OFF-SITE Improvements are complete, and following satisfactory completion of any applicable
164 re-inspection, the Village shall within thirty (30) days following the date of such notice and
165 subject to inspection and approval of the Village, by resolution, accept the dedication of all
166 completed OFF-SITE Improvements.

167 E. Construction Warranty for OFF-SITE Improvements. Developer warrants that all
168 materials and workmanship furnished by Developer for the OFF-SITE Improvements will
169 remain in good and sound condition for and during a period of twenty-four (24) months from the
170 date after final acceptance by the Village of the OFF-SITE Improvements (“Developer’s
171 Warranty”).

172 F. OFF-SITE Improvements Warranty Security. Developer shall furnish to the
173 Village, prior to final approval of all OFF-SITE Improvements by the Village Engineer, warranty
174 security for the OFF-SITE Improvements (the “OFF-SITE Improvements Warranty Security”)
175 in the form of an original, irrevocable letter of credit issued by a federally insured banking
176 institution in a form acceptable to the Village Attorney naming the Village as payee, equaling ten
177 percent (10%) of the total final cost of the OFF-SITE Improvements, which letter of credit will
178 be retained by the Village for a period of twenty-four (24) months from the date after final
179 acceptance by the Village of the OFF-SITE Improvements as security for Developer’s guarantee
180 that the workmanship and materials furnished meet all state, federal and local requirements and
181 specifications and that each dedicated improvement is and will remain in good and sound
182 condition for and during the twenty-four (24) month period from final acceptance by the Village
183 of the OFF-SITE Improvements. The Village Engineer shall not entertain or process any
184 application for acceptance of the OFF-SITE Improvements until the applicable occupancy permit
185 has been issued. Said letter of credit may be combined with one or more of the other letter(s) of
186 credit funds described in this Agreement.

187 G. Obligation to Repair. Developer shall make, at its own expense, any and all
188 repairs due to defect in materials or workmanship or caused by weather which may become
189 necessary under the Developer’s Warranty to keep the OFF-SITE Improvements in good and
190 sound condition.

191 H. Notice of Repair. If during a twenty-four (24) month warranty period, the OFF-
192 SITE Improvements shall, in the reasonable opinion of the Village Engineer in his/her reasonable

193 discretion, require any repairs or replacements which in his/her reasonable judgment are
194 necessitated by reason of settlement of structure or backfill, or other defective workmanship
195 and/or materials, Developer shall, upon written notification by the Village Engineer of the
196 necessity for such repairs, make such repairs, at its own cost and expense. In the event
197 Developer fails to make such repairs within a reasonable time after written notice has been sent
198 as provided herein, or fails to start work within thirty (30) days, except in an emergency, after
199 such written notice, weather permitting, the Village may cause such work to be done, but has no
200 obligation to do so, either by contract or otherwise, and the Village may draw upon any letter of
201 credit then in the Village's possession to pay any costs or expenses incurred in connection with
202 such repairs or replacements. If the cost or expense incurred by the Village in repairing or
203 replacing any portion of the OFF-SITE Improvements covered by Developer's Warranty exceeds
204 the amount of the letters of credit, then Developer shall, within thirty (30) days of being invoiced
205 by the Village, pay any excess cost or expense actually incurred in the correction process. If
206 Developer fails to make payment within said thirty (30) days, the Village may impose a special
207 charge against the Property pursuant to Wis. Stat. § 66.0627, as subsequently amended from
208 time-to-time.

209 I. Maintenance Prior to Acceptance.

210 1. Developer shall maintain the OFF-SITE Improvements until such time as
211 they are accepted by the Village. This maintenance will include routine maintenance,
212 such as dust suppression, crack filling, and the like. However, the Village will perform all
213 snow removal and ice control on the Road. In cases where emergency maintenance is
214 required, such as sewer blockages, the Village retains the right to complete the required
215 emergency maintenance in a timely fashion and impose a special charge against the
216 Property pursuant to Wis. Stat. §66.0627 for all actual associated costs.

217 2. OFF-SITE Improvements to be transferred to the Village under this
218 Agreement will be maintained by Developer until they are accepted so they substantially
219 conform to the Plans at the time of their acceptance by the Village.

220 **ARTICLE VI**
221 **MISCELLANEOUS REQUIREMENTS**

222 A. Utilities to Be Placed Underground. All newly installed utilities associated with
223 the transmission/delivery of electrical, telephone, gas, water and communications services must
224 be substantially underground. Normal and customary above-ground utility components such as
225 transformers, service pedestals, gas vents and the like approved by the Village Engineer in
226 his/her reasonable discretion are permissible. The Developer shall coordinate the installation as
227 shown on the Plans.

228 B. Manner of Performance. Developer shall cause all construction called for by this
229 Agreement to be carried out and performed in a good and workmanlike manner consistent with
230 current best practices in the construction of gas station/convenience stores.

231 C. Authorizations. Developer shall obtain all necessary authorizations and approvals
232 from all governmental authorities, including but not limited to the Village and State of

233 Wisconsin, prior to the start of construction, demolition, and/or hazardous waste abatement.
234 Developer shall be solely responsible for payment of all applicable authorization fees and costs.

235 D. Locations/Existing Public Utilities. Developer acknowledges that the locations of
236 existing Village sanitary sewer and storm water facilities as indicated on the approved Plans and
237 any other Village records are approximate locations only. Each Party is solely responsible for
238 definitively locating the other Parties' existing facilities in the field, and no Party hereto shall
239 bear any liability if any of said facilities are not located as may be contained in the approved
240 Plans and any other Village records. The Parties shall take commercially reasonable steps to not
241 interfere with the existing facilities of any other Party, if applicable.

242 E. Pre-Construction and Construction Meetings. Developer and its general
243 contractor(s) shall attend pre-construction and construction meetings as requested by Village
244 staff prior to conducting any site preparation and during construction on the Property.

245 **ARTICLE VII**
246 **TIME**

247 A. Commencement and Completion. Developer shall substantially complete both the
248 ON SITE Improvements and OFF-SITE Improvements all in compliance with the requirements
249 of this Agreement, and in accordance with the following Project schedules:

250 1. Commencement of the Project: Developer shall commence grading and
251 construction of the Project no later than July 1, 2024.

252 2. Completion of the Project: Developer shall substantially complete
253 construction of the Project by December 31, 2024. Except for punch list items relating to
254 ON-SITE or OFF-SITE Improvements, which shall be diligently pursued to completion
255 thereafter by Developer, prior to any final occupancy permit being issued for the Project.
256 Notwithstanding the foregoing requirements, the final lift of asphalt shall be completed
257 by October 31, 2024.

258 B. Time of the Essence. Time is of the essence as to all timelines set forth in this
259 Agreement. Upon failure of Developer to meet one or more deadlines specified in this
260 Agreement, in the event Developer has commenced the Project the Village may (but is not
261 required to) restore the Property to grade and stabilize the Property to achieve a dust-free,
262 erosion proof condition while drawing on any letters of credit posted by Developer. In the event
263 the Village performs work on the Property under this Section, the Village may charge Developer
264 one hundred and thirty percent (130%) of the actual costs incurred by Village in completing that
265 aspect of the Project or restoring the Property to grade and stabilizing the Property to a dust-free,
266 erosion-proof condition. The Village may draw upon any security provided in this Agreement
267 for the payment of said charges against the defaulting Developer and invoice said Developer for
268 any costs in excess of any such security. If Developer fails to pay such invoice, the Village shall
269 have the right to assess a special charge against the Property, or any portion thereof, under Wis.
270 Stat. § 66.0627 as subsequently amended from time-to-time.

271 C. Cause of Delay and Notice of Default.

272 1. If delay in completion of any improvements on the Property described in
273 this Agreement is caused or contributed to by labor disputes, casualties, acts of God or
274 the public enemy, governmental embargo restrictions, shortages of fuel, labor or
275 materials, pandemics, epidemics, public health related issues, riots, public insurrection,
276 action or non-action of public utilities or of local, state or federal governments, agencies
277 or departments affecting the work or other causes beyond Developer’s reasonable control,
278 then the time of completion of such improvement will be extended for the additional time
279 caused by such delay.

280 2. Developer shall give written notice to the Village Engineer within twenty
281 (20) calendar days of the first occurrence of each delaying event together with
282 substantiation that the event qualifies for the granting of additional time under this
283 section. Failure by Developer to provide written notice within the time provided
284 hereunder shall constitute a waiver by Developer of any right to any extension under the
285 terms of this section.

286 3. Except in an emergency, the Village shall give Developer written notice of
287 default under this Article VII and an opportunity to cure within thirty (30) days, prior to
288 exercising its rights to cure any defaults by Developer. Notwithstanding the foregoing, if
289 the Village Manager in his sole discretion, determines that such delay would
290 unreasonably endanger the health or safety of any persons or property within the Village,
291 so as to constitute an emergency, in which case the Village may provide a shorter time
292 for cure.

293 **ARTICLE VIII**
294 **PAYMENT OF VILLAGE FEES**

295 A. Reimbursement. Developer shall reimburse the Village for its planning,
296 engineering, and inspection of the Project, and for its legal work negotiating or enforcing this
297 Agreement and the other agreements associated with this Agreement. The Village shall keep and
298 provide to Developer a detailed accounting of such costs and bill Developer at the rates
299 contracted by the Village for such services. Von Briesen & Roper, S.C. attorney’s fees will be
300 billed at Three Hundred Fifteen and No/100 Dollars (\$315.00) per hour. The Village engineer
301 fees will be billed at One Hundred Ninety-eight and No/100 Dollars (\$198.00) per hour and the
302 Erosion Control Specialist fees will be billed at One Hundred Twenty-five and No/100 Dollars
303 (\$125.00) per hour.

304 B. Upfront Fees. Developer shall, at the time of entry into this Agreement, pay the
305 Village for:

306 1. The Village’s reasonable engineering and legal expenses incurred as of
307 March 1, 2024, and shall further deposit with the Village Twenty Thousand and No/100
308 Dollars (\$20,000) (the “Deposit”) with respect to reimbursement of the Village’s
309 subsequent expenses arising out of or related to entry into this Agreement. If Village’s
310 expenses exceed the Deposit, Developer shall pay the Village such additional sums
311 within ten (10) calendar days of the date of Village’s invoice to Developer together with
312 such other planning, engineering, inspection, and legal work. Any additional funds as

313 necessary will be deposited to maintain a balance of not less than Twenty Thousand and
314 No/100 Dollars (\$20,000) at all times until the termination of all other financial security
315 provided to the Village under this Agreement. Said invoice will contain a summary of
316 Village's costs for which payment is required under this section.

317 2. Notwithstanding anything contained herein to the contrary, Developer
318 hereby acknowledges and agrees that there are municipal sanitary sewer, water
319 connection and other impact, reserve capacity, or similar municipal impact fees due or
320 owing as a result of the Project (collectively "FEES"). Developer acknowledges that it
321 shall be responsible for payment at the time of application for any such FEES that may be
322 in existence.

323 C. Default. Developer acknowledges and agrees that, in the event Developer
324 remains in default concerning payment of any FEES including those under subsection Art. VIII.
325 D., hereafter or the making of any deposits required under this Agreement for thirty (30) days
326 after written notice of such failure to pay, the Village shall have the right, in its sole discretion, to
327 draw upon any security provided by Developer and held by the Village under this Agreement,
328 and/or pursue any other remedy available to the Village under this Agreement or Wisconsin law
329 in connection with such failure to pay.

330 D. Permit Fees. Developer shall be responsible for payment of all applicable
331 municipal permit or related fees set forth in the Village Code of Ordinances or any fee schedule
332 adopted and used by the Village and the costs of all inspections of the Project.

333 **ARTICLE IX**
334 **GUARANTEE AND SECURITY FOR PAYMENT AND PERFORMANCE OF**
335 **DEVELOPER'S OBLIGATIONS**

336 A. The Village reserves all rights under Wisconsin Statute § 66.0617 to collect duly
337 imposed impact fees.

338 B. Performance Guarantee. As a condition of the commencement of land disturbing
339 activities or of obtaining any building permit arising out of or related to the Project, Developer
340 shall deliver or cause to be delivered to the Village Manager one or more original irrevocable
341 letters of credit issued by one or more federally insured banking institutions, the financial
342 condition of which is/are acceptable to the Village, naming Village as payee and being in a form
343 acceptable to the Village Attorney. Said letter(s) of credit shall collectively guarantee (i.) 130%
344 of landscaping, stormwater pond, and retaining wall on site, as required by the Village in
345 addition to all OFF-SITE Improvements in the Road ROW, (ii.) if a letter of credit and not a cash
346 deposit, the amount provided for herein, and (iii.) the amount provided for the OFF-SITE
347 Improvements Warranty Security. Upon receipt, the letter(s) of credit provided shall be in a
348 form satisfactory to the Village. Said letter(s) of credit shall be renewed annually and evidence
349 of renewal presented to the Village no less than sixty (60) days prior to its/their expiration.
350 Failure to renew the letter(s) of credit forty-five (45) days prior to its expiration shall entitle the
351 Village to withdraw all funds remaining from said letter(s) of credit.

352 C. Release of Letter of Credit Upon Completion. Upon final completion of all of the
353 improvements required herein, the approval of the Village Engineer of the OFF-SITE
354 Improvements, and posting of any required warranty or maintenance bond security, the then
355 remaining letter(s) of credit will be released and returned, after first drawing upon the security (if
356 required) for any fees and costs due and owing to the Village pursuant to all applicable
357 ordinances upon thirty (30) days' prior written notice to Developer.

358 **ARTICLE X**
359 **INDEMNIFICATION AND INSURANCE**

360 A. Indemnification. In addition to, and not to the exclusion or prejudice of, any
361 provisions of this Agreement or documents incorporated herein by reference, Developer, or its
362 successors in interest, shall INDEMNIFY AND SAVE HARMLESS the Village, its officers,
363 agents and employees, and shall defend the same from and against any and all liability, claims,
364 loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like,
365 which result from or arise in the course of, out of, or as a result of the performance, mis-
366 performance, or nonperformance of Developer's obligations under this Agreement or
367 Developer's negligent construction of improvements covered thereby until the granting of the
368 last occupancy permit pertaining to the Project and for twenty-four (24) months after the same.
369 Developer shall have the right to defend Developer and Village against any and all claims arising
370 out of or in connection with this Agreement and Village shall notify Developer of such claims
371 within five (5) days of Village, or its officers, agents, or employees being notified of such claims.
372 Developer shall have no obligation to indemnify, save harmless or defend the Village resulting
373 from negligent or intentional acts of the Village, its officers, agents, or employees.

374 B. Insurance. Developer shall maintain and cause its general contractor to maintain at all
375 times, until the granting by the Village of the final occupancy permit for the Project, insurance
376 with minimum limits and coverage as shown below:

377 1. Worker's Compensation, including Occupational Disease, Insurance
378 meeting the statutory requirements of the State of Wisconsin, and Employer's Liability
379 insurance in an amount of at least One Million Dollars (\$1,000,000).

380 2. Comprehensive Liability Insurance providing limits for bodily injury of
381 One Million Dollars (\$1,000,000) per occurrence with an aggregate of Two Million
382 Dollars (\$2,000,000). The policy must include the Village and its agents, officers and
383 employees as "additional insureds" and provide premises, operations, elevators, damage,
384 blanket contractual covering indemnities within contract documents, products and
385 completed operations coverage and be endorsed as "primary and non-contributory" to
386 any insurance of the additional insured, except from their negligence.

387 3. Comprehensive Automobile Liability Insurance, on occurrence basis,
388 covering all owned, non-owned, and hired vehicles with limits of liability equal to those
389 set forth in subsection Art. X. B. 2. above.

390 4. Developer shall furnish the Village policy declarations and endorsements
391 evidencing additional insureds to policies covering the above-recited insurance

392 requirements. All policy endorsements must state that notice of any material change in
393 coverage, non-renewal, or cancellation will be provided to the Village thirty (30) days
394 prior to the effective date of any such change, non-renewal, or cancellation. The form of
395 the policy endorsements will be subject to the approval of the Village Attorney. The
396 policy endorsements must be delivered prior to the commencement of any ground
397 disturbing activities or construction contemplated by this Agreement.

398 5. It is understood and agreed that the insurance coverage and limits required
399 above will not limit the extent of Developer's responsibilities and liabilities pursuant to
400 this Agreement or imposed by law.

401 6. **An ACCORD 25 Form will not suffice for purposes of providing**
402 **evidence of Developer's insurance coverage because of the disclaimers contained in**
403 **an ACCORD 25 Form.**

404 **ARTICLE XI**
405 **GENERAL CONDITIONS AND REGULATIONS**

406 All the provisions of the Village Code of Ordinances relating to use and development of
407 land, as amended from time-to-time are incorporated herein by reference to the extent then
408 applicable, and all such provisions will bind the Parties hereto and be a part of this Agreement as
409 fully as if set forth at length herein. This Agreement and all work and improvements required
410 hereunder will be performed and carried out in accordance with the best practices in the
411 construction industry for gas station/convenience stores subject to and in accordance with said
412 ordinances and this Agreement.

413 **ARTICLE XII**
414 **AMENDMENTS**

415 The Village Board and Developer, by mutual consent, may amend this Agreement only
416 upon entry into a subsequent written agreement approved at a meeting of the Village Board of
417 Trustees for the Village. The Village Board shall not, however, consent to an amendment until
418 after first having received a recommendation from the Village Plan Commission in accordance
419 with applicable Village ordinances.

420 **ARTICLE XIII**
421 **NOTICE**

422 Any notice given hereunder shall be in writing and personally delivered, mailed by
423 registered or certified mail, return receipt requested, or delivered via overnight courier: To the
424 Village: Village Clerk, Sandy Policello, 210 Cottonwood Avenue, Hartland, Wisconsin 53029
425 and to Developer: 1626 Oak Street, La Crosse, Wisconsin 54602, Attention: Legal Department.
426 Any party may, by notice as provided above, designate a different address from time to time.
427 Any such notice shall be effective on the date of receipt.

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**ARTICLE XIV
DEFAULT BY EITHER PARTY**

A. The failure of one Party to insist in any one or more instances upon performance of, or compliance with any term or condition of this Agreement will not be construed as a waiver of future performance. The non-performing Party’s obligations with respect to such term, covenant or condition will continue in full force and effect.

B. In addition to any other remedies otherwise provided under this Agreement or local, or state of Wisconsin law, each Party shall have the right to bring an action in the Circuit Court for Waukesha County, Wisconsin for violation(s) of this Agreement.

**ARTICLE XV
TRANSFER OF OWNERSHIP**

The Property may not be sold, transferred or conveyed to a person or any entity (1) prior to the passage of twenty-four (24) months following the Village acceptance of the OFF-SITE Improvements.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

A. The Parties acknowledge and represent that this Agreement is the subject of negotiation by all Parties and that the Parties together shall be construed to be the drafter hereof and this Agreement will not be construed against any Party individually as drafter.

B. Nothing in this Agreement will be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship between the Village and Developer.

C. This Agreement shall not be construed to abridge or waive the Village’s authority under Wis. Stats. §§ 61.35 and 62.23.

D. Developer shall be solely financial responsible for all trash, garbage and waste hauling from all of the buildings and grounds of the Project and shall contract directly for same. Developer warrants that all access areas to the waste/garbage collection points within the Project have been designed to adequately support the weight of heavy vehicles and equipment such as waste collection trucks.

E. The Parties hereby acknowledge that this Agreement imposes on them, and their respective officers, agents, and employees, and successors and assigns a duty of good faith and fair dealing.

F. Except as otherwise expressly provided in this Agreement, all guarantees, agreements, representations, and warranties made herein will survive the execution of this Agreement and as applicable, the completion of the Project. This Agreement will be binding upon and inure to the benefit of the Parties their respective heirs, personal representatives, executors, or successors and assigns.

465 G. Developer represents and warrants that it is a duly organized and validly existing
466 corporation under the laws of the State of Wisconsin and that the execution and performance of
467 this Agreement has been duly authorized by resolution or other required action.

468 H. This Agreement will be recorded by Developer with the Register of Deeds for
469 Waukesha County immediately following the execution of this Agreement, but before the
470 recording of any mortgage on the Property. Developer shall promptly provide a copy of the
471 recorded document to the Village.

472 I. All time periods referred to in this Agreement will be calculated on the basis of
473 consecutive calendar days.

474 J. Within ten (10) days after request therefor, the Village shall provide an estoppel
475 certificate to Developer, or any proposed purchaser of all or any part of the Property, or its
476 lenders, stating that Developer is not in default hereunder or if Developer is in default hereunder
477 setting forth any such defaults.

478 K. In the event that any term or provision of this Agreement is determined to be
479 invalid or unenforceable for any reason, then the other terms and provisions of this Agreement
480 will not be affected thereby and said terms and provisions will remain in full force and effect,
481 unless to do so would be inequitable to either party hereto.

482 L. The full agreement of the Parties is expressed herein and no verbal or written
483 understandings or agreements shall alter, change or modify the terms of this Agreement unless in
484 writing and signed by both parties as an amendment to this Agreement.

485 M. The Agreement will in all respects be governed by the laws of the State of
486 Wisconsin. The venue for all legal actions involving this Agreement shall be in the Circuit Court
487 of Waukesha County, Wisconsin, notwithstanding any conflicts of law principles.

488 N. The Parties agree that any litigation stemming from, arising out of, or related to
489 this Agreement shall be governed by the American Rule, with each Party paying its own
490 attorney's fees. Neither party shall be responsible for or required to pay or reimburse the other
491 Party for attorney's fee incurred, regardless of whether a Party is the prevailing or non-prevailing
492 party.

493 **ARTICLE XVII**
494 **EXCULPATION OF VILLAGE ELECTED OFFICIALS IN PERSONAL CAPACITY**

495 The Parties mutually acknowledge and agree that the President and Village Clerk of the
496 Village, entered into and are signatory to this Agreement solely in their official capacity and not
497 individually, and shall have no personal liability or responsibility hereunder; and personal
498 liability as may otherwise exist, being expressly released and/or waived.

499
500 *[Signatures on Following Pages]*

IN WITNESS WHEREOF, Developer and Village have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in either one original or by original counterparts the day and year first above written.

VILLAGE:

VILLAGE OF HARTLAND

By: _____
Jeff Pfannerstill , Village President

ATTEST:

Santee Policello, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2023 the above-named Jeff Pfannerstill, Village President, to me known to be the person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer by the Village of Hartland.

Subscribed and sworn to before me
this _____ day of _____, 2023

NOTARY PUBLIC, State of Wisconsin
Print Name: _____
My Commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2023 the above-named Sandee Policello, Village Clerk, to me known to be the person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officer by the Village of Hartland.

Subscribed and sworn to before me
this _____ day of _____, 2023.

NOTARY PUBLIC, State of Wisconsin
Print Name: _____
My Commission: _____

[Signatures Continued on Next Page]

DEVELOPER:

KWIK TRIP, INC.

By: _____

Name:

Title:

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023 the above-named _____, to me known to be the person who executed the foregoing acknowledged that he executed the same as the _____.

Subscribed and sworn to before me
this _____ day of _____, 2023.

NOTARY PUBLIC, State of Wisconsin
Print Name: _____
My Commission: _____

Exhibit List

Exhibit A	Certified Survey Map No. ____
Exhibit B	Pylon Sign
Exhibit C	Site Plan
Exhibit D	Erosion Control Plan
Exhibit E-1	Agreement to Maintain Stormwater Facilities
Exhibit E-2	Stormwater Facility Maintenance Plan
Exhibit E-3	Stormwater Management Plan
Exhibit F	Grading Plan
Exhibit G	Landscape Plan
Exhibit H	Lighting Plan
Exhibit J	Snow Removal Plan
Exhibit K	Road Plan

Exhibit A

Certified Survey Map No. _____

[See Attached]

Exhibit B

Pylon Sign

[See Attached]

Exhibit C

Site Plan

[See Attached]

[Entire plan set on file at the Village of Hartland entitled "Permit Plans for: Kwik Trip#1283 prepared by REI, dated _____, consisting of 26 sheets]

Exhibit D

Erosion Control Plan

[See Attached]

Exhibit E-1

Agreement to Maintain Stormwater Facilities

[See Attached]

Exhibit E-2

Stormwater Facility Maintenance Plan

[See Attached]

Exhibit E-3

Stormwater Management Plan

[On file at the Village of Hartland entitled Stormwater Management Plan for Kwik Trip Store #1283, Prepared by: REI, dated 8/18/2023, consisting of 127 pages]

Exhibit F
Grading Plan
[See Attached]

Exhibit G
Landscape Plan
[See Attached]

Exhibit H
Lighting Plan
[See Attached]

Exhibit J
Snow Removal Plan
[See Attached]

Exhibit K

Road Plan

[See Attached Alignment, Pavement Marking, and Signage Plans]

[On file at the Village of Hartland titled “Plan of Proposed Improvement for N. Capitol Drive (STH 83 to East of Vettelson Road) prepared by Payne & Dolan, dated _____, consisting of 59 sheets]