

Village of Mukwonago  
**Notice of Meeting and Agenda**

**DOWNTOWN DEVELOPMENT COMMITTEE MEETING**  
**Thursday, October 27, 2022**

Time: **5:30 pm**

Place: **Village Board Room/Mukwonago Village Hall, 440 River Crest Ct, Mukwonago WI**

**1. Call To Order**

**2. Roll Call**

**3. Public Comment**

*The Public Comment Session shall last no longer than fifteen (15) minutes and individual presentations are limited to three (3) minutes per speaker. These time limits may be extended at the discretion of the Chief Presiding Officer. The Village Board may have limited discussion on the information received, however, no action will be taken on issues raised during the Public Comment Session unless they are otherwise on the Agenda for that meeting. Public comments should be addressed to the Village Board as a body. Presentations shall not deal in personalities personal attacks on members of the Village Board, the applicant for any project or Village employees. Comments, questions and concerns should be presented in a respectful professional manner. Any questions to an individual member of the Commission or Staff will be deemed out of order by the Presiding Officer.*

**4. Approval of Minutes**

- 4.1 Minutes of August 25, 2022  
[2022-08-25 Draft DDC Minutes](#)

**5. New Business**

- 5.1 Introductions of new members
- 5.2 Discussion and update on the best size and sign placement for Village wayfinding signage program.  
[Mukwonago Wayfinding Phase 1 Planning Docs 3.01.2022.pdf](#)  
[Mukwonago Wayfinding Post-Phase1 Planning Docs 3.01.2022.pdf](#)  
[2106.02 Village of Mukwonago Construction Documents REV.pdf](#)
- 5.3 Discussion with Tina Chitwood regarding the Connect Communities Program.  
[Connect Communities.pdf](#)
- 5.4 Discussion and update on sponsorship program for planters
- 5.5 Discussion of creating a Beautification Committee
- 5.6 Discussion and possible recommendation on purchase of 201 North Rochester Street  
[201 North Rochester Street Questions](#)

## 6. Adjourn

### **Membership:**

*Trustee Scott Reeves, Jason Wamser, Eliza Pautz, David Stockwell, Sue Graczyk, Ray Gooden, Gail Yerke, Tina Chitwood, Interim Village Planner Tim Schwecke , and Village Administrator Fred Schnook.*

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

# **MINUTES OF THE DOWNTOWN DEVELOPMENT COMMITTEE MEETING**

## **Thursday, August 25, 2022**

Time: **5:32 pm**

Place: **Village Board Room, 440 River Crest Court, Mukwonago, WI 53149**

### **Call To Order**

Trustee Reeves called meeting to order at 5:30 pm

### **Roll Call**

Present: Reeves, Pautz, Graczyk

Excused: Wamser, Stockwell, Goodden, Yerke, Chitwood

Also Attending: Administrator Schnook

### **Approval of Minutes**

#### **Minutes of July 28, 2022**

Motion Pautz/Graczyk to approve minutes of July 28, 2022 meeting, carried.

### **New Business**

#### **Discussion and possible recommendation on the purchase of additional planters.**

Pautz gave overview of sponsorship of additional planters for the downtown area. Earth Planter is having a sale starting September 1. If planters were ordered, they should arrive in time for Fall Fest. Thomas Greenhouse was also willing to donate flowers for the planters, the Village would need to purchase the dirt. Planters would have a tag that would list the name of the donator/sponsor.

### **Public Comment**

Open at 6:11 pm

Roger Walsh, 142 Oakland Ave; felt residents should know that planters were being taken care of by volunteers; asked about locations for additional planters; putting planters at 103 Lake St facing STH 83, might be too close to bump outs; mentioned Scooters Coffee did not go through because of STH 83 access.

Administrator Schnook, responded to questions on DOT update on street scaping. DOT wants to address traffic and safety concerns before we move forward with the 60% plan. Recent conversations are now stating a 30% set of engineering plans needs to be done to submit to DOT, so they can get a better handle on what the Village wants for the downtown area. After initial review, the Village would move to 60% plans. At this time however, the State has no funds for this type of project and the Village would be responsible for 100% of the cost. Administrator Schnook recommends waiting until DPW and PD come back with their reports on how the bump-outs and pedestrian crossing lights impacted traffic.

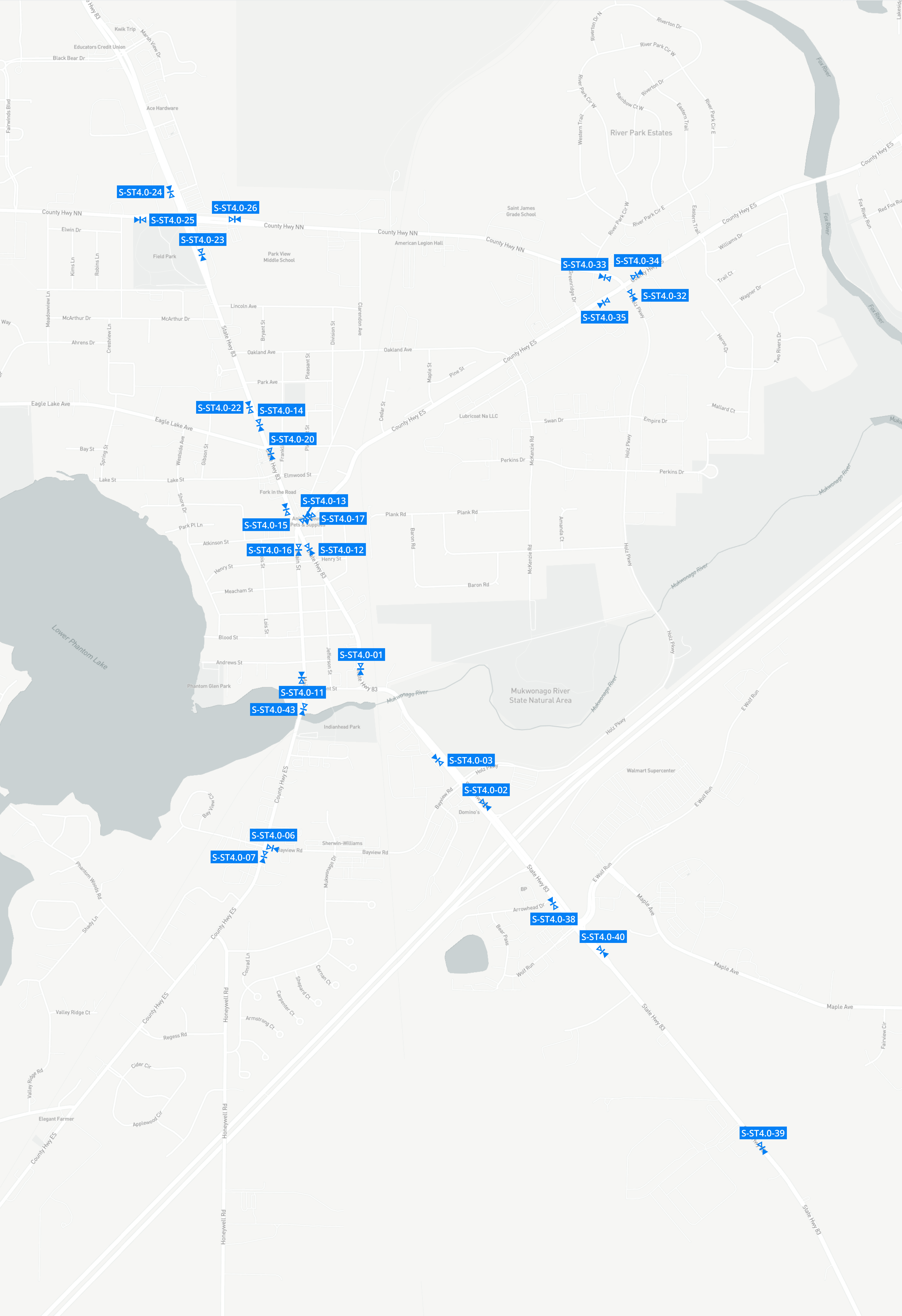
Close at 6.45 pm

### **Adjourn**

Adjourned at 6:47 pm

Respectfully submitted,  
Administrator Schnook







Project/State	Location	Sign Code	Message		Details
S - Mukwonago					
Wayfinding > Phase 1	S	S-ST4.0-01	Side 1		Sign Type
			UP	Downtown	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Field Park	Location
				High School	S - Mukwonago
Wayfinding > Phase 1	S	S-ST4.0-02	Side 1		Sign Type
			UP	Downtown	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Police Station	Location
			RIGHT	Miniwaukan Park	S - Mukwonago
				Industrial Park	
			LEFT	Performance Stage	
				Village Hall	
Wayfinding > Phase 1	S	S-ST4.0-03	Side 1		Sign Type
			UP	Hospital	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Mukwonago Business Park	Location
			LEFT	Miniwaukan Park	S - Mukwonago
Wayfinding > Phase 1	S	S-ST4.0-06	Side 1		Sign Type
			RIGHT	Downtown	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Performance Stage	Location
				Village Hall	S - Mukwonago

Project/State	Location	Sign Code	Message	Details
Wayfinding > Phase 1	S	S-ST4.0-07	<b>Side 1</b>	<b>Sign Type</b>
			UP	Downtown
				Indianhead Park
				Performance Stage
				Village Hall
			RIGHT	Hospital (FUTURE)
				Miniwaukan Park (FUTURE)
Wayfinding > Phase 1	S	S-ST4.0-11	<b>Side 1</b>	<b>Sign Type</b>
			UP	Indianhead Park
				Performance Stage
				Village Hall
			LEFT	Police Station
Wayfinding > Phase 1	S	S-ST4.0-12	<b>Side 1</b>	<b>Sign Type</b>
			UP	Field Park
				High School
				Library
			RIGHT	Public Parking
				Tourism Center
Wayfinding > Phase 1	S	S-ST4.0-13	<b>Side 1</b>	<b>Sign Type</b>
			RIGHT	Field Park
				High School
				Library
			UP-LEFT	Performance Stage
			LEFT	Hospital

Project/State	Location	Sign Code	Message		Details
Wayfinding > Phase 1	S	S-ST4.0-14	Side 1		Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2  Location  S - Mukwonago
			UP	Field Park	
				High School	
				Middle School	
			RIGHT	Library	
Wayfinding > Phase 1	S	S-ST4.0-15	Side 1		Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2  Location  S - Mukwonago
			UP	Hospital	
			UP-RIGHT	Performance Stage	
				Red Brick Museum	
				Village Hall	
Wayfinding > Phase 1	S	S-ST4.0-16	Side 1		Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2  Location  S - Mukwonago
			UP-RIGHT	Industrial Park	
			UP-LEFT	Field Park	
				High School	
				Library	
			LEFT	Red Brick Museum	
Wayfinding > Phase 1	S	S-ST4.0-17	Side 1		Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2  Location  S - Mukwonago
			UP	Industrial Park	
				Fire Station	
				Post Office	
			RIGHT	Public Parking	



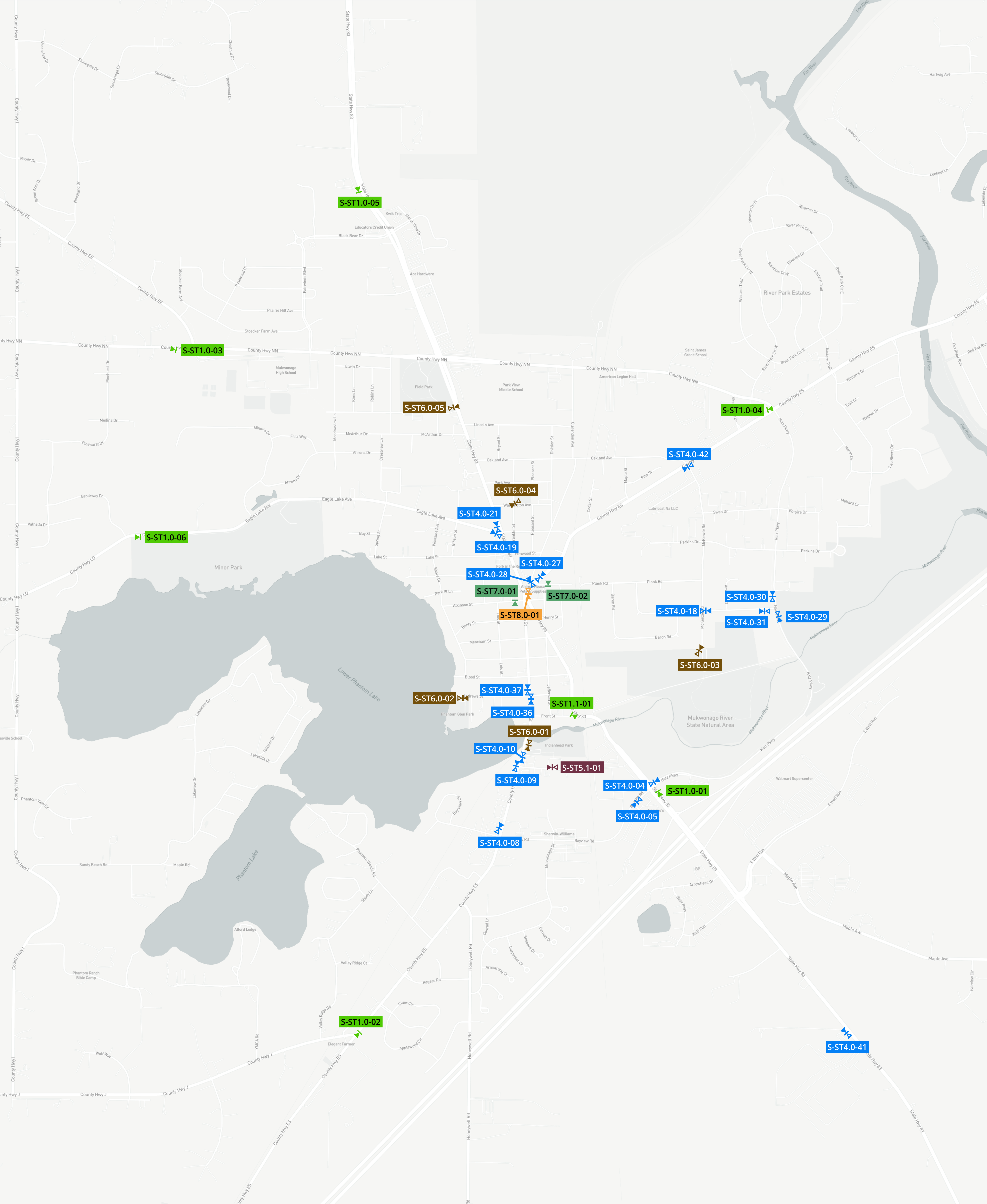
Project/State	Location	Sign Code	Message		Details
Wayfinding > Phase 1	S	S-ST4.0-20	Side 1		Sign Type
			UP	Field Park	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				High School	
				Library	
			LEFT	Minor Park	
					Location
		S - Mukwonago			
Wayfinding > Phase 1	S	S-ST4.0-22	Side 1		Sign Type
			UP	Downtown	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Hospital	
				Miniwaukan Park	
				Mukwonago Business Park	
				Performance Stage	Location
			LEFT	Library	S - Mukwonago
			Wayfinding > Phase 1	S	S-ST4.0-23
RIGHT	Industrial Park	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2			
	Post Office				
LEFT	High School				
		Location			
		S - Mukwonago			
Wayfinding > Phase 1	S	S-ST4.0-24	Side 1		Sign Type
			UP	Downtown	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Field Park	
			RIGHT	High School	
			LEFT	Industrial Park	
				Middle School	Location
					S - Mukwonago

Project/State	Location	Sign Code	Message		Details
Wayfinding > Phase 1	S	S-ST4.0-25	Side 1		Sign Type
			UP	Industrial Park	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Middle School	Location
				Post Office	S - Mukwonago
			RIGHT	Downtown	
Wayfinding > Phase 1	S	S-ST4.0-26	Side 1		Sign Type
			UP	High School	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
			LEFT	Downtown	Location
				Field Park	S - Mukwonago
				Hospital	
				Library	
Wayfinding > Phase 1	S	S-ST4.0-32	Side 1		Sign Type
			UP	Field Park	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				High School	Location
			LEFT	Downtown	S - Mukwonago
				Performance Stage	
Wayfinding > Phase 1	S	S-ST4.0-33	Side 1		Sign Type
			UP	Fire Station	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Industrial Park	Location
				Miniwaukan Park	S - Mukwonago
			RIGHT	Downtown	
				Performance Stage	

Project/State	Location	Sign Code	Message	Details
Wayfinding > Phase 1	S	S-ST4.0-34	<b>Side 1</b>	<b>Sign Type</b>
			UP	Downtown
				Performance Stage
			RIGHT	Field Park
				High School
			LEFT	Industrial Park
				Miniwaukan Park
Wayfinding > Phase 1	S	S-ST4.0-35	<b>Side 1</b>	<b>Sign Type</b>
			RIGHT	Fire Station
				Hospital (FUTURE)
				Miniwaukan Park
			LEFT	Field Park
				High School
Wayfinding > Phase 1	S	S-ST4.0-38	<b>Side 1</b>	<b>Sign Type</b>
			UP	Mukwonago Business Park
			LEFT	Hospital
Wayfinding > Phase 1	S	S-ST4.0-39	<b>Side 1</b>	<b>Sign Type</b>
			UP	Downtown
				Miniwaukan Park
				Hospital
			LEFT	Mukwonago Business Park



Project/State	Location	Sign Code	Message	Details
Wayfinding > Phase 1	S	S-ST4.0-40	<b>Side 1</b>	<b>Sign Type</b>
			UP	ST4.0 - Vehicular Directional <b>Unit Cost</b> US\$2,800.00 <b>Number of Sides</b> 2
				<b>Location</b>
			RIGHT	S - Mukwonago
Wayfinding > Phase 1	S	S-ST4.0-43	<b>Side 1</b>	<b>Sign Type</b>
			UP	ST4.0 - Vehicular Directional <b>Unit Cost</b> US\$2,800.00 <b>Number of Sides</b> 2
				<b>Location</b>
			RIGHT	S - Mukwonago



Project/State	Location	Sign Code	Message	Details
S - Mukwonago				
Wayfinding > Schematic	S	S-ST1.0-01	<b>Header</b> Village of Mukwonago	<b>Sign Type</b>
				ST1.0 - Primary Gateway <b>Unit Cost</b> US\$35,000.00
				<b>Location</b>
				S - Mukwonago
Wayfinding > Schematic	S	S-ST1.0-02	<b>Header</b> Village of Mukwonago	<b>Sign Type</b>
				ST1.0 - Primary Gateway <b>Unit Cost</b> US\$35,000.00
				<b>Location</b>
				S - Mukwonago
Wayfinding > Schematic	S	S-ST1.0-03	<b>Header</b> Village of Mukwonago	<b>Sign Type</b>
				ST1.0 - Primary Gateway <b>Unit Cost</b> US\$35,000.00
				<b>Location</b>
				S - Mukwonago
Wayfinding > Schematic	S	S-ST1.0-04	<b>Header</b> Village of Mukwonago	<b>Sign Type</b>
				ST1.0 - Primary Gateway <b>Unit Cost</b> US\$35,000.00
				<b>Location</b>
				S - Mukwonago
Wayfinding > Schematic	S	S-ST1.0-05	<b>Header</b> Village of Mukwonago	<b>Sign Type</b>
				ST1.0 - Primary Gateway <b>Unit Cost</b> US\$35,000.00
				<b>Location</b>
				S - Mukwonago
Wayfinding > Schematic	S	S-ST1.0-06	<b>Header</b> Village of Mukwonago	<b>Sign Type</b>
				ST1.0 - Primary Gateway <b>Unit Cost</b> US\$35,000.00
				<b>Location</b>
				S - Mukwonago



Project/State	Location	Sign Code	Message		Details
Wayfinding > Schematic	S	S-ST1.1-01			
					Sign Type
					ST1.1 - Primary Gateway w/EMC Unit Cost US\$45,000.00
					Location
					S - Mukwonago
Wayfinding > Schematic	S	S-ST4.0-04	Side 1		Sign Type
			UP	Performance Stage	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Village Hall	
			RIGHT	Downtown	Location
				Police Station	S - Mukwonago
			LEFT	Hospital	
				Mukwonago Business Park	
			Wayfinding > Schematic	S	S-ST4.0-05
UP	Miniwaukan Park	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2			
	Industrial Park				
RIGHT	Hospital	Location			
	Mukwonago Business Park	S - Mukwonago			
LEFT	Downtown				
	Police Station				
Wayfinding > Schematic	S	S-ST4.0-08	Side 1		Sign Type
			LEFT	Hospital	ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2
				Miniwaukan Park	
				Mukwonago Business Park	Location
					S - Mukwonago

Project/State	Location	Sign Code	Message	Details
Wayfinding > Schematic	S	S-ST4.0-09	Side 1	
			UP	Hospital
			LEFT	Village Hall
			Side 2	
			RIGHT	Village Hall
Sign Type				
ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2				
Location				
S - Mukwonago				
Wayfinding > Schematic	S	S-ST4.0-10	Side 1	
			UP	Downtown
				Police Station
			RIGHT	Performance Stage
			Sign Type	
ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2				
Location				
S - Mukwonago				
Wayfinding > Schematic	S	S-ST4.0-18	Side 1	
			LEFT	Miniwaukan Park
			Sign Type	
ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2				
Location				
S - Mukwonago				
Wayfinding > Schematic	S	S-ST4.0-19	Side 1	
			RIGHT	Downtown
				Hospital
				Performance Stage
			LEFT	Field Park
				High School
				Library
			Sign Type	
			ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2	
Location				
S - Mukwonago				

Project/State	Location	Sign Code	Message	Details
Wayfinding > Schematic	S	S-ST4.0-21	<b>Side 1</b>	<b>Sign Type</b>
			UP Downtown	ST4.0 - Vehicular Directional
			Hospital	<b>Unit Cost</b> US\$2,800.00
			Miniwaukan Park	<b>Number of Sides</b> 2
			Mukwonago Business Park	<b>Location</b>
			Performance Stage	S - Mukwonago
			RIGHT Oak Knoll Cemetery	
Wayfinding > Schematic	S	S-ST4.0-27	<b>Side 1</b>	<b>Sign Type</b>
			UP Downtown	ST4.0 - Vehicular Directional
			LEFT Public Parking	<b>Unit Cost</b> US\$2,800.00
				<b>Number of Sides</b> 2
Wayfinding > Schematic	S	S-ST4.0-28	<b>Side 1</b>	<b>Location</b>
			UP Public Parking	S - Mukwonago
			RIGHT Downtown	
			LEFT Fire Station	
			Industrial Park	
			Post Office	
Wayfinding > Schematic	S	S-ST4.0-29	<b>Side 1</b>	<b>Sign Type</b>
			UP Fire Station	ST4.0 - Vehicular Directional
			Industrial Park	<b>Unit Cost</b> US\$2,800.00
			Post Office	<b>Number of Sides</b> 2
			LEFT Miniwaukan Park	<b>Location</b>
				S - Mukwonago



Project/State	Location	Sign Code	Message	Details	
Wayfinding > Schematic	S	S-ST4.0-30	Side 1	Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2 Location  S - Mukwonago	
			UP		Hospital
			RIGHT		Miniwaukan Park
Wayfinding > Schematic	S	S-ST4.0-31	Side 1	Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2 Location  S - Mukwonago	
			RIGHT		Hospital
			LEFT		Downtown
					Fire Station
					High School
					Post Office
Wayfinding > Schematic	S	S-ST4.0-36	Side 1	Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2 Location  S - Mukwonago	
			UP		Downtown
			LEFT		Boat Launch
					Phantom Glen Park
Wayfinding > Schematic	S	S-ST4.0-37	Side 1	Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2 Location  S - Mukwonago	
			UP		Performance Stage
					Police Station
					Village Hall
			RIGHT		Boat Launch
					Phantom Glen Park
Wayfinding > Schematic	S	S-ST4.0-41	Side 1	Sign Type  ST4.0 - Vehicular Directional Unit Cost US\$2,800.00 Number of Sides 2 Location  S - Mukwonago	
			RIGHT		Mukwonago Business Park

Project/State	Location	Sign Code	Message	Details
Wayfinding > Schematic	S	S-ST4.0-42	<b>Side 1</b>	<b>Sign Type</b>
			UP	ST4.0 - Vehicular Directional <b>Unit Cost</b> US\$2,800.00 <b>Number of Sides</b> 2
				<b>Location</b>
			RIGHT	S - Mukwonago
Wayfinding > Schematic	S	S-ST5.1-01	<b>Message</b> Village Hall	<b>Sign Type</b>
				ST5.1 - Destination ID w/EMC <b>Unit Cost</b> US\$18,000.00
				<b>Location</b> S - Mukwonago
Wayfinding > Schematic	S	S-ST6.0-01	<b>Header</b> Indianhead Park	<b>Sign Type</b>
			Performance Stage	ST6.0 - Park Entrance ID
				<b>Location</b> S - Mukwonago
Wayfinding > Schematic	S	S-ST6.0-02	<b>Header</b> Phantom Glen Park	<b>Sign Type</b>
			(UP ARROW) Boat Launch	ST6.0 - Park Entrance ID
			(LEFT ARROW) Parking	<b>Location</b> S - Mukwonago
Wayfinding > Schematic	S	S-ST6.0-03	<b>Header</b> Miniwaukan Park	<b>Sign Type</b>
				ST6.0 - Park Entrance ID
				<b>Location</b> S - Mukwonago
Wayfinding > Schematic	S	S-ST6.0-04	<b>Header</b> Washington Avenue Park	<b>Sign Type</b>
				ST6.0 - Park Entrance ID
				<b>Location</b> S - Mukwonago
Wayfinding > Schematic	S	S-ST6.0-05	<b>Header</b> Field Park	<b>Sign Type</b>
				ST6.0 - Park Entrance ID
				<b>Location</b> S - Mukwonago

Project/State	Location	Sign Code	Message	Details
Wayfinding > Schematic	S	S-ST7.0-01		<b>Sign Type</b>
				ST7.0 - Parking Lot Id <b>Unit Cost</b> US\$2,500.00
				<b>Location</b>
				S - Mukwonago
Wayfinding > Schematic	S	S-ST7.0-02	<b>Header</b> (P) Jefferson St Lot??	<b>Sign Type</b>
				ST7.0 - Parking Lot Id <b>Unit Cost</b> US\$2,500.00
				<b>Location</b>
				S - Mukwonago
Wayfinding > Schematic	S	S-ST8.0-01		<b>Sign Type</b>
				ST8.0 - Pedestrian Directional <b>Unit Cost</b> US\$3,500.00
				<b>Location</b>
				S - Mukwonago



**KMA DESIGN**

Innovative Design For Exceptional Spaces

03-24-2022

## CONSTRUCTION DOCUMENTS

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Village of  
**Mukwano**  
Where Life, Leisure and Business Thrive

**2106.02** /// Brand Signage + Wayfinding /// Construction Documents

# SPECIFICATIONS

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1.0 General

1.1 Related Documents

Design Intent Drawings: These drawings/specifications are for the sole purpose of visual design intent only and not intended for construction purposes.

- A. The Sign Contractor is responsible for engineering, layouts, construction technique, materials and installation.
- B. The Project Owner, Contract Owner and/or Designer shall review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, materials selection, shop drawings, engineering contract documents or other agreements other than agreement with the Owner and Designer authorizing these documents.
- C. Sign Contractor shall verify and be responsible for all dimensions and conditions shown in the **Design Intent Documents**. If dimensions are missing or are unclear consult the Designer for direction. The Designer must review shop details prior to fabrication.

1.2 Performance Specifications Introduction

The purpose of this document is to serve as a reference which identifies materials, construction specifications, and quality controls, as well as signage contractor’s responsibilities and obligations.

2.0 Definition of Terms

2.1 Documents

Refers to the drawings and specifications, including all addendum and modifications incorporated therein for their execution. When applicable, additional appendages provided by Owner and/or Designer shall become part of the documents.

2.2 Project Owner / Contact

Ron Bittner - Public Works Director  
440 River Crest Ct  
Mukwonago, WI 53149  
Phone: 262.363.6447  
Email rbittner@villageofmukwonago.com

2.3 Designer / Contact

KMA Design – 104 Broadway Street, Carnegie, PA 15106  
412.429.4071 – www.thekmagroup.com  
Jeremy Detwiler – Project Manager

2.4 Signage Contractor/Fabricator

Refers to the group(s), firm(s), or corporation(s) designated in an Agreement with the Owner, and shall apply to any such group(s) under contractual obligation to perform any fabrication, installation, finishing, printing or other work related to signs and graphics, as referred in this document.

2.5 Work

As employed herein, includes any materials, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the fabrication prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the sign types shown in the drawings.

2.6 Addendum

Covering changes, corrections, and special interpretations of the drawings and specifications; shall become part of the documents.

2.7 Substitutions

When one or more than one product is specified and the signage contractor wishes to offer a substitute product, which will completely accomplish the purpose of the contract documents, see section 6.0 for the conditions governing all substitutions.

2.8 NIC

Refers to work not included in this contract.

2.9 Final Completion

The date when the Owner finds the entire work as described in the contract documents acceptable and fully performed, as written in the final certificate of payment.

3.0 General Conditions

3.1 Quality Assurance

The Signage Contractor shall be responsible for the quality of materials and workmanship required for execution of this contract including the materials and workmanship of any firms or individuals who act as sub-contractors. It is intended that the work described in these documents be of sound, quality construction. The Signage Contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

3.2 Commencement

The work described in these documents shall only begin when a Owner-authorized, written contract or notice to proceed has been issued to the Signage Contractor with instructions to proceed, provided other requirements havebeen met.

3.3 Contract Administration

Reviewing the quality and progress of the work and submittals received from the Signage Contractor, the Owner has no responsibility to assist the Signage Contractor in the supervision or performance of work. No action by the Owner shall in any way relieve the Signage Contractor from the responsibility for the performance of the work in accordance to the contract documents, or give rise to any negligence or other action against the Owner or anyone acting for their behalf.

Signage Contractor shall allow Owner or an authorized representative (Designer) access to his plan, excluding such areas or processes judged by the Sign Contractor to be proprietary in nature for the purpose of inspecting production techniques, materials, or other items related to the manufacturing of which the Owner is committed, or which may be contemplated.

Upon notification from the Signage Contractor that the work is complete, the Owner or authorized representative (Designer) will inspect the final installation for compliance with all approved documents.

3.4 Bidding Process

- a. All Bidder’s are required to complete the Bid Worksheet included as part of this package.
- b. Incomplete Bid Worksheets may be cause for rejection of the bid.
- c. The Owner shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.
- d. In addition to bid price, the Owner reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- e. Bidders must present evidence to the Owner, when required by them to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- f. RFI Process: All Requests for Information (RFI) must be submitted in writing via email to the following distribution list: Ron Bittner - Public Works Director - Email rbittner@villageofmukwonago.com ; Responses to RFIs will be via email to all Bidders.

3.5 Artwork

The Signage Contractor will produce all artwork for all graphics, symbols and lettering, and will submit to the Designer for review prior to fabrication. Artwork for specific items and logos, as noted on the drawing documents, shall be provided electronically by the Designer. All other artwork, as well as final artwork for final fabrication (including reproducible film positives) is to be provided by the Signage Contractor.

3.6 Other

Field dimensions shall be taken by the Signage Contractor prior to preparation of shop drawings and fabrication where possible. Time shall be allowed for trimming and fitting wherever the taking of field measurements before fabrication might delay work.

All supplementary parts necessary to complete each item shall be furnished by the Signage Contractor, even though

such parts are not definitely shown or specified. All anchors and other fasteners for securing work shall be included.

4.0 Signage Contractor Responsibilities

4.1 Design Responsibility

The graphic design requirements shown by the details on the sign type drawing documents are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. Within these limitations, the Signage Contractor is responsible for fabrication of the entire system, and to make whatever modifications of and additions to the details as may be required. The visual design concept shall be maintained as shown, including members sizes, profiles and alignment of components as accurately as possible. The Signage Contractor shall supplement the general design shown with detailed shop drawings for the Owner’s approval. The shop drawings shall include major aspects of the system proposed, such as sections, shapes and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure.

4.2 Statement of Application

The Signage Contractor, by commencing the work of the project, assumes overall responsibility, as part of his warranty of the work, to assure that all assembled components and parts shown that are required within the work of this project comply with the contract documents. The sign contractor shall fully warrant:

That all components specified, or required, to satisfactorily complete the installation, are compatible with each other and with the conditions of installed and expected use.

The overall effective integration and correctness of individual parts and the whole system.

Compatibility with adjoining substrate, materials and other work by other trades.

There shall be no premature material failure due to improper design of fabrication of the system. All materials are to fully perform to their normal life expectancy.

4.3 Statement of Execution

The Signage Contractor shall be responsible for all work done under this contract, including:

- a. Faulty or improper work of sub-contractor(s) and others under him by contract or otherwise.
- b. Diligent execution of work and giving personal attention and supervision to the same until complete.
- c. All delays caused by neglect on the part of the Sign Contractor or those under him by contract or otherwise.
- d. Compliance with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified.
- e. Obtaining, at the Sign Contractor’s own cost, sign/construction permits, inspection certificates which may be required of the by local authorities, or any other governing body. The Signage Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the work.

4.4 Submittals

By the approval and submission of shop drawings and samples, the Signage Contractor thereby represents that he has determined and verified all field measurements, including heights, field construction criteria, materials, catalogue numbers and similar data or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and the contract documents. Refer to Section 5.0 for list of required submittals.

4.5 Special Instructions

Signage contractor shall halt the graphics work when notified of a proposed change, or unsatisfactory results are anticipated. Signage contractor shall notify the Owner or authorized representative immediately and proceed only after receiving additional instructions from the Owner or authorized representative.

4.6 Protection and Handling of Products

Signage contractor shall store all graphic items under cover and off ground; handle in such manner as to protect surfaces and to prevent damage during storage, transport, installation and throughout remaining construction; protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material; and apply covering prior to shipment from the fabricator or finishing shop. The covering shall not adversely affect finish. Signage contractor shall remove protective coverings when there is no longer any potential for damage to the graphics work from other work yet to be performed.

4.7 Shipping and Transportation

Signage Contractor will be responsible for proper shipping and transportation of all signage to the job site and will specify whether it will be common carrier or their own trucks. Signage Contractor will be liable for all damage incurred during shipping and loss of time in the installation schedule.

4.8 Storage of Equipment

Space for storage of material prior to installation will be designated by the Owner. The Signage Contractor must give advance notice of deliveries and space requirements so the proper provision may be made. If deliveries are to be made to the premise at times other than normal working hours, the Signage Contractor will be required to reimburse Owner for any overtime costs incurred by Owner.

4.9 Warranty

- a. Upon final completion, the Signage Contractor will warrant all work and materials to be fully complete and in accordance with the contract documents and the agreement between Owner and Signage Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully meet the manufacturer’s published performance criteria for use and purposes for which each and every part is specified.

- b. The Signage Contractor also agrees that, should any defect develop or appear, which the Owner finds was not caused by improper use, the Signage Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without cost to the Owner and will save the Owner harmless against any claim, demand, loss or damage by reason of any breach of this warranty.
- c. The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last sixty (60) months unless otherwise specified.
- d. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the contractor under requirements of the Contract Documents.
- e. Special Warranty: Manufacturer’s standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
- f. Failures include, but are not limited to, the following:
  - 1. Deterioration of polymer/acrylic finishes beyond normal weathering.
  - 2. Structural failures.
  - 3. Noise or vibration caused by thermal movements.
  - 4. Failure of system to meet performance requirements.
  - 5. Failure of operating components to function normally.

4.10 Signage Contractor Responsibilities

The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.

5.0 Submittals

All submittals and shop drawings are to be delivered to the Designer for distribution.

5.1 Schedule

A detailed graphic schedule by phases of production and installation is to be submitted by the Sign Contractor within five (5) business days of signing of contract with the Owner.

5.2 Samples

- a. The Sign Contractor shall submit (3) 4”x 4” samples of each color and finish of exposed materials, accessories and exposed fasteners, or final material substrate to be used in the project.
- b. The Sign Contractor shall submit (1) full size sample of each pattern.

5.3 Shop Drawings

The Sign Contractor shall submit (1) one copy of electronic shop drawings in 11” x 17” format for the manufacturing, fabrication and erection of signs and graphic work at large scale, which shall show joints, anchorage, accessory items, and finishes. Shop drawings shall include accurately scaled masonry details, including finished sizes of brick, stone, mortar joints and foundations. Shop drawings shall be completed within 2 weeks the following the notice to proceed.

- a. Acceptance of shop drawings does not in any way change the construction documents. Construction documents may only be changed in writing.
- b. The Signage Contractor is responsible for reviewing shop drawings for conformance with the design intent documents and notifying, in writing, the Owner, of any variation from the documents.
- c. Changes to the shop drawings are to be made by the Signage Contractor as directed by the Designer and/or Owner. The Sign Contractor will receive 1 week for changes/updates as directed by the Designer and/or Owner.

5.4 Manufacturer’s Data

Signage Contractor shall submit (1) copy of the manufacturer’s printed specifications, anchorage details and installation, and maintenance instructions for all products to be used in the fabrication of signs and graphics work.

6.0 Substitutions

6.1 Any substitution requested will be considered under these cases:

- a. When specified product is not available.
- b. When certain product or process is specified, a warranty of performance is required, and, in the judgment of the Signage Contractor, the specified product or process will not produce the desired results.
- c. When such substitutions is in the best interest of the Owner.

6.2 Requests for substitutions of products, materials or processes other than those specified will be accompanied by the evidence that the proposed substitution:

- a. Is equal in quality and serviceability to the specified item;
- b. Will not entail changes in details and construction related to work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide cost advantage to the Owner.

The Sign Contractor shall furnish with his request such drawings, specification samples, performance data and other information as may be required of him to assist the Owner and Designer in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Signage Contractor.

6.3 Regardless of the evidence submitted or any review or independent investigation by the Owner or Designer, a request for a substitution of products, materials, or processes is a warranty by the Signage Contractor to the Owner that the requested substitution;

- a. Is equal in quality and serviceability to the specified item;
- b. Will not entail changes in details and construction related to work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide cost advantage to the Owner.

6.4 Proposed substitutions will be made after the signing of the contract and not during the bid phase. Signage Contractor shall submit requests for substitutions to the Designer and/or Owner in writing with the first round of shop drawings, giving sufficient information and samples for evaluation with the differences in costs, if any. Substitutions must be approved in writing by the Owner and/or Designer before they may be used.

7.0 Products of Fabrication

Shop fabrication and tolerances shall conform to the standards of the industry. Signage Contractor shall perform high-quality, professional workmanship, attach materials with sufficient strength, number and spacing not to fail, and fabricate all work to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

7.1 Materials and Workmanship

- a. The Signage Contractor shall use, whenever possible, standard sizes and readily available materials to reduce cost of fabrication. All materials shall be of the highest quality and shall meet all industry standards. To establish a standard quality, design and function desired, portions of the Design Intent Documents and specifications may be based on products or manufacturers herein. When specific products are mentioned, it should be noted that the manufacturers of similar products may be considered for approvals as “equal” by the Designer upon receipt of adequate supporting data.
- b. All materials utilized for the work of this contract shall meet all applicable codes, including Fire and Life Safety codes, of authorities having jurisdiction over the projects. The Sign Contractor shall immediately report any discrepancies to the Designer for resolution. The Contractor shall not substitute products without obtaining prior written approval from the Owner and/or Designer.
- c. All sign faces shall be smooth and even, free from imperfections and disfiguring caused by such things as welding, material being too thin, fasteners and welds not being ground smooth, oil canning, staining, discoloration or uneven coloration, puckering, or any other problems not specifically mentioned herein.
- d. Climate conditions of the project site must be considered and the sign units designed and engineered to prevent problems caused by weather, expansion, contraction, condensation, and any other possible problems resulting from exposure to the elements.

- e. Weep holes, heat vents, etc., shall be considered for incorporation by the Sign Contractor on each sign type as required and/or necessary. Weep holes, vents, access panels and other functional, but non-aesthetic, components must be placed so as to be inconspicuous as possible. All such items must be shown on the shop drawings for approval prior to fabrication.
- f. All finish work shall be smooth and free from abrasion, tool marks, visible welds, exposed fasteners or similar defects. All corners, reveals and joints shall be milled to matching adjoining pieces and shall be fabricated so that they are straight and/or configured to match the Design Intent Documents.
- g. Defective workmanship of any type shall not be tolerated and will result in rejection of the supplied product.

7.2 Systems Performance Requirements

- a. General: Signage Contractor shall engineer, fabricate and install signs to meet Performance Requirements included in these Specifications and the following criteria:
  - i. Code Compliance: Work, including structural loading, shall comply with all applicable Federal, State and Local Codes and applicable regulations of authorities having jurisdiction including ADA compliance.
  - ii. Design Criteria: The Drawings and Specifications indicate sizes, colors, layouts, profiles, critical details and dimensional requirements of signs.
- b. Windloading: All sign types and supporting devices, anchorage, etc. must be designed to withstand a wind speed of 100 mph (unless specified otherwise by the Wisconsin Building Code or local ordinances) on the total sign area applied in all directions and comply with all applicable codes.
- c. Thermal Movement Temperature Change (range): 120 degrees Fahrenheit ambient, 180 degrees Fahrenheit material surfaces.
- d. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

7.3 Typography & Graphics

- a. The Sign Contractor shall report any discrepancies or conflicting sign specifications, such as message too long for specified format, to the Designer for resolution.
- b. The applicable typefaces for this project shall be indicated in the design documents.
- c. Electronic art (either Macintosh or PC format) for graphics, logos and symbols shall be supplied by the Owner for the Sign Contractor’s use in producing electronically cut images, patterns, or friskets. This is the only acceptable source of art for the logos and symbols. Sign Contractor shall not use artwork included as part of these Documents for final photography or digitizing.

- d. All fonts specified must be purchased by the Sign Contractor for use in this program.
- e. All final output or implementation of typography and graphics are to be sharp (without serrated or irregular edges) and exactly true to the letter style and/or design form.
- f. Sign Contractor shall allow for hand kerning of messages, at no additional cost, in which letters and numbers, although adequately spaced, appear to the Designer to be less readable, or unsatisfactorily spaced.

7.4 Color

- a. Color Specifications: Sign Contractor shall provide products matching those listed below in both color and quality. For colors requiring a match, products shall be used which best match the Matthews Paint swatch specified. Samples shall be submitted in accordance with the requirements of Section 5.0 and of these Specifications for approval prior to fabrication.
- b. Color specifications for the work of the project are listed in the Design Documents.
- c. Consult the Design Documents to ascertain all sign components to receive color.
- d. Coatings are to accurately match the color specified. The number of coatings must be adequate to achieve the color specified. Three (3) samples of each color using the actual coating type must be submitted for approval prior to production, in accordance with Section 5.0 of these Specifications.

7.5 Finish

- a. All coating applications are to be smooth and consistently uniform. The cured coating surface is to have a uniform finish that matches the specified color and finish.
- b. Exact identification of all coatings and a description of the method of application shall be identified in the Shop Drawings.
- c. Color breaks that occur on the sign face are to be sharp, even, with no serration or color bleed. All splatters, drips, spills and over sprays shall be removed.
- d. Comply with NAAMM’s “Metal Finishes Manual for Architectural and Metal Products” for recommendations for applying and designating finishes.
- e. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- f. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.



7.6 Screen Printed Media

- a. All screen-printed graphics shall be produced with ABS paint compatible with the substrate, using mesh of 390 or finer to produce clean, sharp edges.
- b. All media are to be opaque, with full even coverage, and free from dust bubbles, blemishes and other foreign matter.
- c. There shall be no streaking created by drawing squeegee over screen

7.7 Digitally Printed Graphics

- a. Applied graphics should securely adhere to sign surfaces, and be applied smoothly: free of peeling, bubbling or other application defects. Graphics are expected to resist peeling and hold to applied surfaces considering the exterior conditions (resistant to temperature fluctuations and moisture).
- b. Opaque continuous tone photo-quality print - minimum 720 DPI per sq. inch. Graphics may be printed directly to substrate and be applied smoothly: free of peeling, bubbling or other application defects. Graphics are expected to hold to applied surfaces. Graphics should utilize inks resistant to UV-A, UV-B, Xenon and weather. Any graphics used outside should be exterior-rated: resistant to vandalism, fading and other weather-related defects.

7.8 Vinyl Film

- a. Contractor shall provide opaque or reflective high performance vinyl film as indicated on the Drawings, 2 mil maximum thickness, with pressure sensitive adhesive, suitable for outdoor application to vinyl, painted surfaces, and metal applications.
- b. All machine cut vinyl typography and graphics are to be on high-grade self-adhesive 2 mil maximum high performance, cast vinyl films with a minimum of (7) years durability or approved equal (or otherwise noted). The application of the vinyl characters is to be smooth, without bubbles, ridges or other imperfections.
- c. All vinyl typography (including letters, arrows, numbers, symbols, logos, etc.) shall be digitally reproduced, and machine cut.
- d. Surface coatings should be allowed to dry a minimum of 3 to 4 days before applying vinyl letters or graphics in order to avoid bubbles forming in the vinyl from out-gassing of the curing coating.
- e. Letters for sign panels are to have positionable pressure-activated gray pigmented adhesive to provide minimal color show through.

7.9 Aluminum & Steel

Separation of Metals: There shall be no bare aluminum in contact with any other metals, wood or concrete. Contact surfaces shall be separated by a coating of zinc chromate and aluminum paint, or a heavy body bituminous paint or by a gasket.

- a. Aluminum Castings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.
- b. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- c. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.
- d. Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A 572M, 42,000-psi (290-MPa) minimum yield strength.
- e. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.

7.10 Stone Veneer

Eldorado Stone® 1370 Grand Avenue, Building B, San Marcos, CA 92078, USA | Call 800-925-1491

- a. Stacked Stone- Silver Lining or equivalent, samples to be submitted to Rockville for approval.

7.11 Acrylic Sheet

- a. White Acrylic Sheet

7.12 Paints/Coatings/Finishes

- a. Surface Preparation: Signage Contractor shall remove mill scale and rust, if present from uncoated steel and prime for painted finish.
- b. Only highest quality 2-part catalyst-hardened acrylic polymer coatings are to be used. Color fastness is of utmost importance as well as quality and other assurances against abnormal deterioration such as peeling, cracking, crazing, etc.
- c. Coatings shall be prepared as designated by the manufacturers' latest literature for surface preparation and application but in no case less than one (1) applicable primer coat and two (2) final full coats. All finished surfaces shall be uniform.
- d. All coatings (paint, ink, etc.) should have UV inhibitors, and should not fade or discolor when exposed to ultraviolet light.
- e. Colors shall match color designations as indicated on the drawings.
- f. Sign Contractor shall protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.

- g. All paint finishes are to be satin unless otherwise noted in the Design Drawings.

7.13 Fasteners

- a. Signage Contractor shall use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. All dissimilar materials must be separated from contact with each other. Fasteners shall be compatible with adjacent materials and substrates.
- b. Anchors and Inserts: Signage Contractor shall use nonferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Signage Contractor shall use expansion bolts or other fastening devices for drilled-in-place anchors designed to withstand all required loads. Signage Contractor shall furnish inserts, as required, to be set into concrete or masonry work.
- c. Exposed Fasteners: Sign Contractor shall finish exposed fasteners to match adjacent surfaces and as directed by Designer to achieve an attractive, finished appearance.

7.14 Direct Embedded Aluminum

- a. 1/8” Aluminum With Direct Embed® -Coating Systems Image Embedding -Process DECS
- b. Direct Embed® - Posts to match natural Vintage Oak wood grain.

8.0 Fabrication

Signage Contractor shall provide sign copy to comply with the requirements indicated for size, styles, spacing, content, positions, materials, finishes, and colors of letters, numbers and symbols, and other graphic devices and construct to accurate details and dimensions as shown, and as reviewed on shop drawings. Exposed fasteners on finished sign faces will not be allowed, unless specifically indicated. Signage Contractor shall conceal wiring, conduit, and other electrical items within sign enclosures.

8.1 Shop Assembly

Signage Contractor shall pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Signage Contractor shall disassemble units only as necessary for shipping and handling limitations. Signage Contractor shall clearly mark units for reassembly and coordinated installation.

8.2 Welding

All welding procedures shall conform to applicable AWS specifications. Type of alloy filler metal and electrodes to be that which is recommended by producer of metal to be welded, and as required for color match, strength and compatibility in the fabricated items.

8.3 Flatness of Panels

Panels shall show no visible distortion when viewed in installed position.

8.4 Cutting/Routing

Signage Contractor shall cut and route in a manner to produce smooth, true, and clean edges and corners of finished graphics and letterforms. Graphics and letterforms having positive or negative corners, nicked, cut or ragged edges are not acceptable. Signage Contractor shall align and maintain parallel baselines and margins as indicated on the drawings.

9.0 Execution

Quality and acceptability of the fabricators’ work will be monitored throughout the fabrication and installation phases of the project. Work will be reviewed by the Designer.

9.1 Shop Reviews

Contractor shall notify Designer and Owner at least 48 hours in advance of operations requiring reviews.

9.2 Site Reviews

Upon arrival of any shipment of sign units or materials, the Sign Contractor shall inspect the shipment to verify that no damage has occurred that will adversely affect the performance or appearance of the units or materials. The Owner shall not accept, as approved, any units or materials previously rejected by the Designer and not repaired or revised to the Designer’s satisfaction.

9.3 Sign Locations

The Sign Contractor shall field-verify all proposed sign locations in the field and conduct a walk-through with the Designer and Owner in order to obtain a written approval of the proposed locations before installation of the sign units.

9.4 Punch List

Immediately after installation of the signs, the Sign Contractor shall arrange for the Owner to review the work in place and give written notice of any deviations, errors, missions or other unacceptable condition in a punch list to be prepared and distributed to the proper fabricators or consultants for correction.

9.5 Final Sign-Off

At final completion of all work, including punch list items for each group of signs, the Sign Contractor shall arrange for a final review by the Owner for the purpose of obtaining a written approval of the fabrication and installation of the units.

10.0 Installation

The installation of fixed materials shall be under the general direction of the Owner/Designer in accordance with applicable specifications and layout drawings.

10.1 Preparation

N/A

10.2 Delivery to Premise

Sign Contractor is responsible for securing staging and storage areas. Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects.

10.3 Anchors and Inserts

Signage Contractor shall furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of this work, provide setting drawings, templates, instructions and directions for installation of anchorage devices and provide units with exposed surfaces matching the texture and finish of metal item anchored.

10.4 Cutting/Fitting/Placement

Signage Contractor shall perform all cutting, drilling and fitting required for installation, set work accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels, and provide temporary bracing or anchors as required. Signage Contractor shall form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grading are required for proper shop fitting and jointing of the work, Signage Contractor shall restore finishes to eliminate any evidence of corrective work. Signage Contractor shall not cut or abrade finishes which cannot be completely restored in field. Signage Contractor shall return items with such finishes to the shop for required alterations, followed by complete refinishing or providing new units at Signage Contractor option.

10.5 Erection

All surfaces shall be covered with protective non-deleterious finish for protection until final installation or erection. Signage Contractor shall complete all connections in proper alignment and tighten bolts securely. Leveling is to be done only by instruments; measuring equal distances from existing surfaces will not be acceptable as a basis of level and/or plumb. After erection, all surfaces marred during erection and exposed bolts, bolt heads, etc., shall be retouched with same paint as previous.

10.6 Protective Coverings

Sign Contractor shall restore protective coverings which have been damaged during shipment or installation of the work, remove protection when requested for inspection of finishes and replace, retain protective coverings intact and remove simultaneously from similar finished items to preclude non-uniform oxidation and discoloration and remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.

10.7 Cleaning of Premises/Signs

The Signage Contractor shall use special care in the disposition of excess materials and rubbish. Rubbish shall not be allowed to accumulate but shall be consistently collected and removed at the completion of this work, on a daily basis. As this is an active site, all debris must be vacuumed and removed as work is completed. After installation, Signage Contractor shall clean soiled sign surfaces according to manufacturer’s written instructions, Signage Contractor shall protect signs from damage until acceptance of Owner and shall touch up all nicks, scratches, fasteners that require color.

WARRANTY / GUARANTEE

We hereby warrant and guarantee the \_\_\_\_\_ that we have installed in the \_\_\_\_\_ project for five (5) year(s) for non-illuminated products from the date of substantial completion.

We warrant and guarantee that the materials and equipment furnished under this contract are of good quality and new unless otherwise required or permitted by the contract documents; that the work will be free from defects not inherent in the quality required or permitted; and that the work conforms with the requirements of the contract documents.

We agree to repair or replace, to the satisfaction of the owner or Designer, any or all work not conforming to the contract documents, including substitutions not properly approved and authorized, workmanship or materials that prove defective within the warranty /guarantee period. This warranty/guarantee excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Any repairs or replacements shall bear an additional twelve (12) month guarantee, in addition to any remaining warranty period, as herein stated, and dated from the final acceptance of repairs or replacement.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and will pay the costs and charges; therefore, immediately upon demand.

\_\_\_\_\_  
(Signature of Contractor or Subcontractor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Contractor) only where subcontractor is major signee



## MUTCD GUIDELINES

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Chapter 2 of the 2009 Federal Manual on Uniform Traffic Control Devices (MUTCD) defines the guidelines for dimensions and designs for all signs that will assist in an effort to uniform all signs in an aesthetic pleasure for community wayfinding. Guidelines set forth in the MUTCD include standards for color, size, type, arrow and overall design of signs installed on conventional roads. Section 2D outlines standard guidelines for Guide Signs, including Community Wayfinding Signs.

Messaging

- Word messages should be as brief as possible
- Lettering should be large enough to provide the necessary legibility distance
- Destinations should be prioritized as primary, secondary and tertiary in order of importance.
  - **Primary:** key locations most important to the public, and should be directed from the farthest distance away.
  - **Secondary:** and tertiary destinations, such as parking and restrooms, should be listed on directionals as they approach the vicinity of the primary destination.

Capsizes

The following standard is recommended:

- Two-lane streets with speed limits of 25mph or less: 4-inch cap height.
- Two-lane streets with speed limits of > 25mph: 6-inch cap height.
- Multi-lane streets with speed limits of 40mph or less: 6-inch cap height.
- Multi-lane streets with speed limits of > 40mph: 8-inch cap height.

MUTCD Regulations are as follows:

- A MINIMUM specific ratio of 1 inch of letter height per 30 feet of legibility distance should be used.
- Letter height is expressed in terms of the height of an upper-case letter.
- When a mixed-case legend is used, the height of the lower-case letters shall be ¾ of the height of the initial upper-case letter.

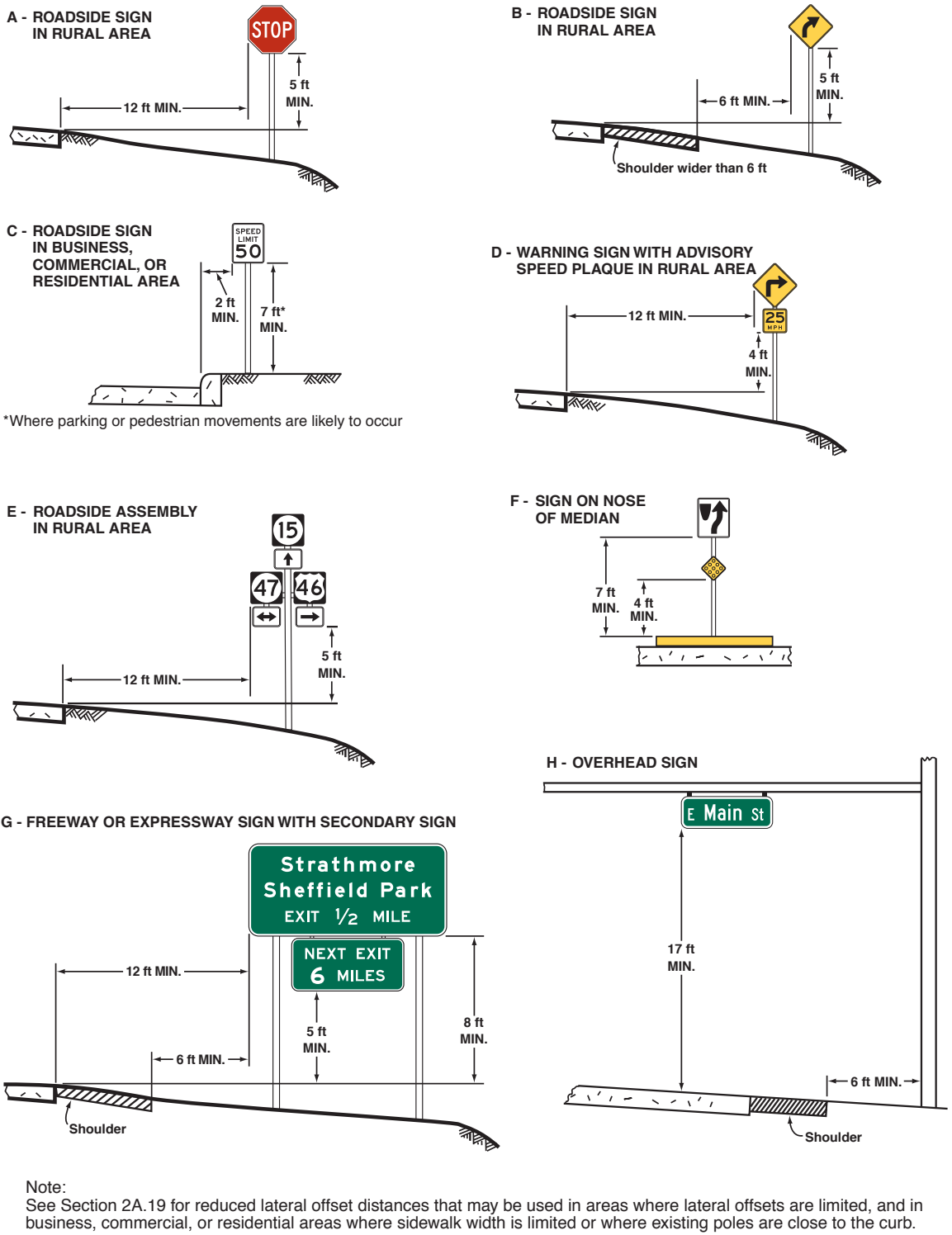
Signage Locations

- Should be located on the right-hand side of the roadway where they are easily recognized and understood by drivers.

Setbacks:

- A. Road side sign in rural area:** shall be set back 12 feet from the edge of the sign to the curb and 5 feet from the bottom of the sign to the height of the curb.
- B. Road side sign in rural area with a shoulder wider than 6 feet:** shall be set back 6 feet from the edge of the shoulder and 5 feet from the bottom of the sign to the height of the curb.
- C. Roadside sign in business, commercial, or residential area:** shall be set back 2 feet from the edge of the sign to the curb and 7 feet from the bottom of the sign to the ground.

Figure 2A-2. Examples of Heights and Lateral Locations of Sign Installations



Sect. 2A.16

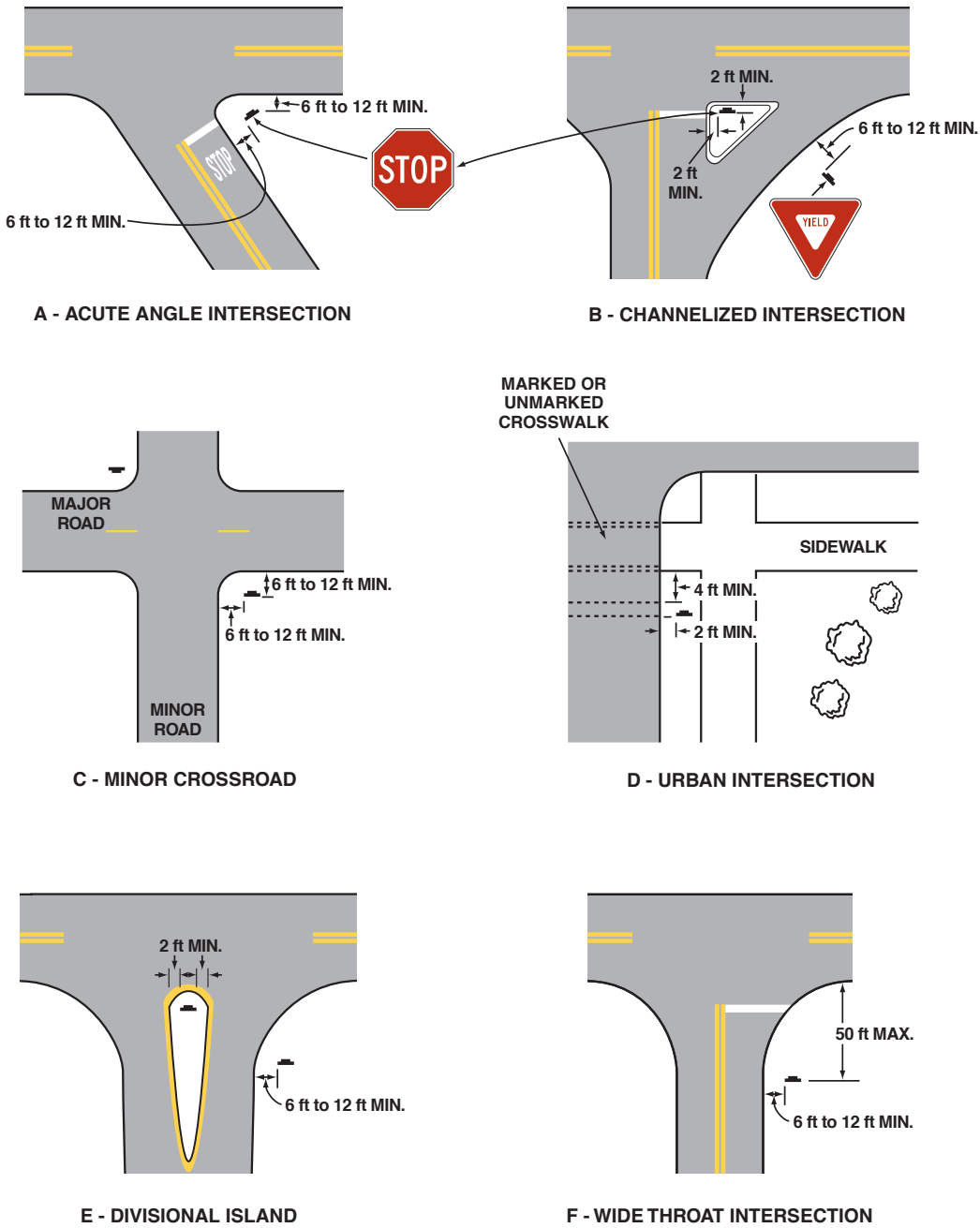
December 2009

Project:	Village of Mukwonago Brand Signage + Wayfinding
Address:	-
Project Number:	2103.02
Date:	03-24-2022
Project Manager:	Jeremy Detwiler
Sign Type:	-
Issued for:	Construction Documents

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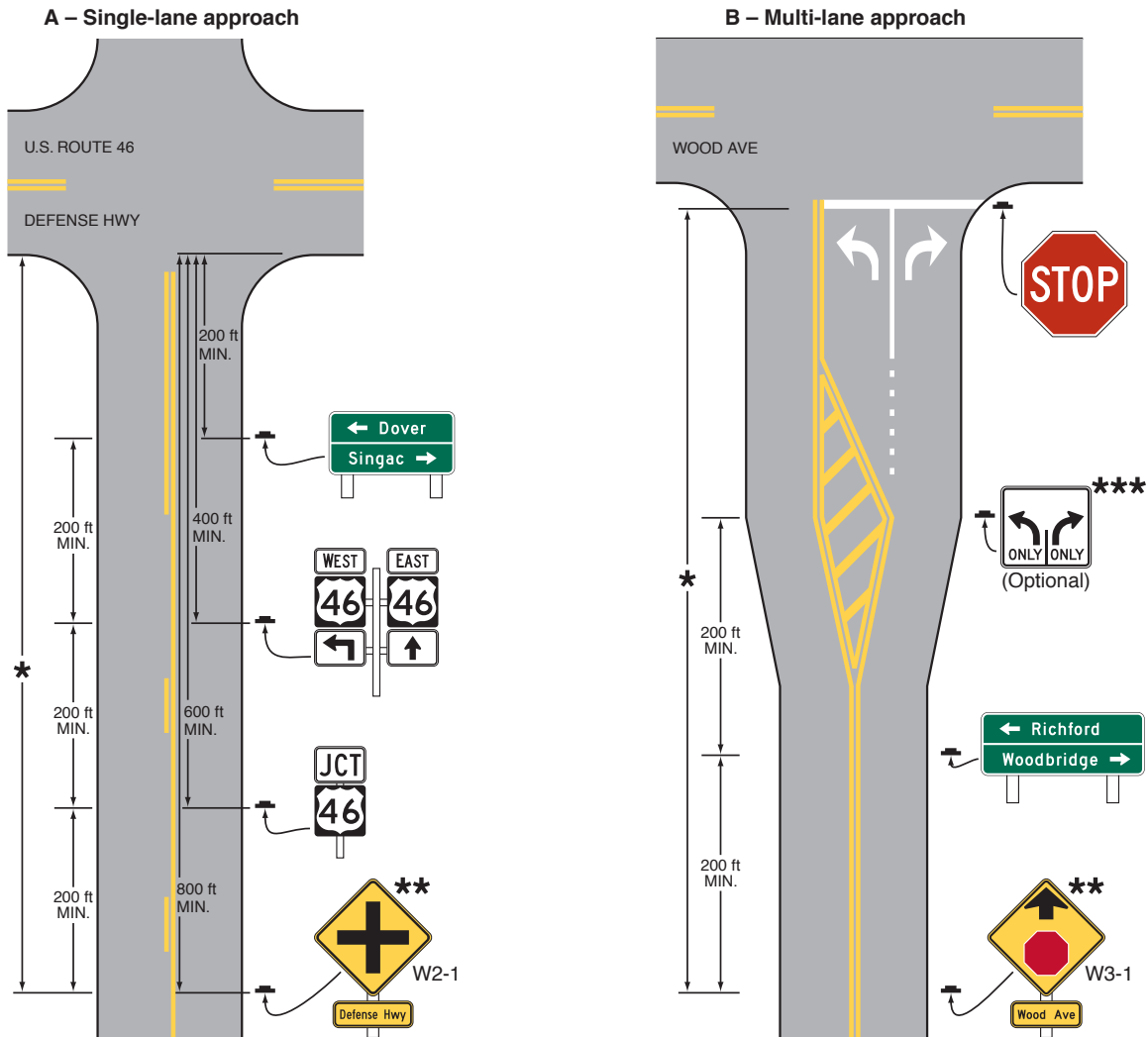
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Figure 2A-3. Examples of Locations for Some Typical Signs at Intersections



Note: Lateral offset is a minimum of 6 feet measured from the edge of the shoulder, or 12 feet measured from the edge of the traveled way. See Section 2A.19 for lower minimums that may be used in urban areas, or where lateral offset space is limited.

Figure 2A-4. Relative Locations of Regulatory, Warning, and Guide Signs on an Intersection Approach



Note: See Chapter 2D for information on guide signs and Part 3 for information on pavement markings

- \* See Table 2C-4 for the recommended minimum distance
- \*\* See Section 2C.46 for the application of the W2-1 sign and Section 2C.36 for the application of the W3-1 sign
- \*\*\* See Section 2B.22 for the application of Intersection Lane Control signs

- 06
- C. Regulatory signs that do not conflict with each other are grouped, such as Turn Prohibition signs posted with ONE WAY signs or a parking regulation sign posted with a Speed Limit sign; or
  - D. Street Name signs are posted with a STOP or YIELD sign.
- Signs should be located so that they:
- A. Are outside the clear zone unless placed on a breakaway or yielding support (see Section 2A.19),
  - B. Optimize nighttime visibility,
  - C. Minimize the effects of mud splatter and debris,
  - D. Do not obscure each other,
  - E. Do not obscure the sight distance to approaching vehicles on the major street for drivers who are stopped on minor-street approaches, and
  - F. Are not hidden from view.

Project:	Village of Mukwonago Brand Signage + Wayfinding
Address:	-
Project Number:	2103.02
Date:	03-24-2022
Project Manager:	Jeremy Detwiler
Sign Type:	-
Issued for:	Construction Documents

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Project:

Village of Mukwonago  
Brand Signage + Wayfinding

Address:

-

Project Number:

2103.02

Date:

03-24-2022

Project Manager:

Jeremy Detwiler

Sign Type:

-

Issued for:

Construction Documents

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Sheet:

### Colors And Visibility

- All messages, borders, and backgrounds of community wayfinding guide signs and any identification enhancement markers shall be retro reflective.
- Pedestrian signage shall NOT be retro reflective.
- Pedestrian wayfinding signage should be located away from intersections where high-priority traffic control devices are.

### Arrows

Arrows may be placed below the message or on the appropriate side of the message. On a post-mounted sign at an exit where placement of the arrow to the side of the legend farthest from the roadway would create an unusually wide sign that limits the road user's view of the arrow, the directional arrow may be placed at the bottom portion of the sign, centered under the legend.

#### Size Guidance:

- **Types A, B, and C:** The width across the arrowhead should be between 1.5 and 1.75 times the height of the upper-case letters of the principal legend on the sign.
- **Type D:** The width across the arrowhead should be at least equal to the height of the upper-case letters of the principal legend on the sign.
- **Down arrows:** Only to be used on overhead signs; the width across the arrowhead should be approximately two times the height of the upper-case letters of the principal legend on the sign.

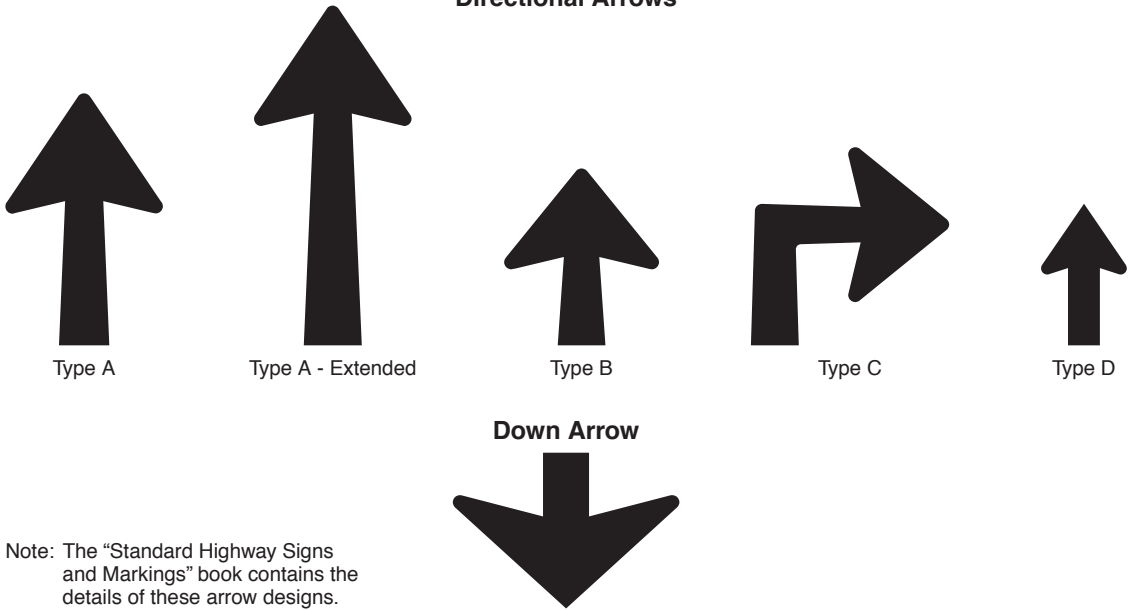
The MUTCD standards include 6 different types of arrows: A, A - Extended, B, C, D, and Down.

- **Type A - Extended:** May be used on guide signs where additional emphasis regarding direction is needed relative to the amount of text on the sign.
- **Type B:** Used on guide signs on conventional roads when placed at any angle to the side of a single destination or when placed in a horizontal orientation to the side of a group of destinations.
- **Type C:** Used on conventional road guide signs placed in advance of an intersection where a turn must be made to reach a posted destination or group of destinations.
- **Type D:** May be used on post-mounted guide signs on conventional roads with lower operating speeds if the height of the text is 8 inches or less.

2009 Edition

Page 141

Figure 2D-2. Arrows for Use on Guide Signs  
Directional Arrows



<sup>10</sup> The Type B directional arrow should be used on guide signs on conventional roads when placed at any angle to the side of a single destination or when placed in a horizontal orientation to the side of a group of destinations.

<sup>11</sup> The Type C advance turn directional arrow should be used on conventional road guide signs placed in advance of an intersection where a turn must be made to reach a posted destination or group of destinations.

<sup>12</sup> The Type D directional arrow should be used primarily for sign applications other than guide signs, except as provided in Paragraph 15.  
Option:

<sup>13</sup> The Type A-Extended directional arrow may be used on guide signs where additional emphasis regarding the direction is needed relative to the amount of legend on the sign.

<sup>14</sup> The Type C directional arrow may be used to the side of the legend of an overhead guide sign to accentuate a sharp turn exit maneuver from a mainline roadway (see Section 2E.36 for additional information regarding Exit Direction signs for low advisory ramp speeds).

<sup>15</sup> On conventional roads on the approach to an intersection where the Combination Lane-Use/Destination overhead guide sign (see Section 2D.33) is not used, the Type C advance turn directional arrow may be used beneath the legend of an overhead guide sign to indicate the fact that a turn must be made from a mandatory movement lane over which the sign is placed to reach the destination or destinations displayed on the sign.

<sup>16</sup> The Type D directional arrow may be used on post-mounted guide signs on conventional roads with lower operating speeds if the height of the text on the sign is 8 inches or less.

<sup>17</sup> The directional and down arrows shown in Figure 2D-2 may be used on signs other than guide signs for the purposes of providing directional guidance and lane assignment.  
Guidance:

<sup>18</sup> Arrows used on guide signs to indicate the directions toward designated routes or destinations should be pointed at the appropriate angle to clearly convey the direction to be taken. A horizontally oriented directional arrow design should be used at right-angle intersections.

<sup>19</sup> On a post-mounted guide sign, a directional arrow for a straight-through movement should point upward. Except as provided in Section 2D.46, for a turn, the arrow on a guide sign should point horizontally or at an upward angle that approximates the sharpness of the turn.

<sup>20</sup> At an exit, an arrow should be placed at the side of the sign that will reinforce the movement of exiting traffic. The directional arrow design should be used.

December 2009

Sect. 2D.08

# CONSTRUCTION DOCUMENTS

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Typography

Highway Gothic - Condensed

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

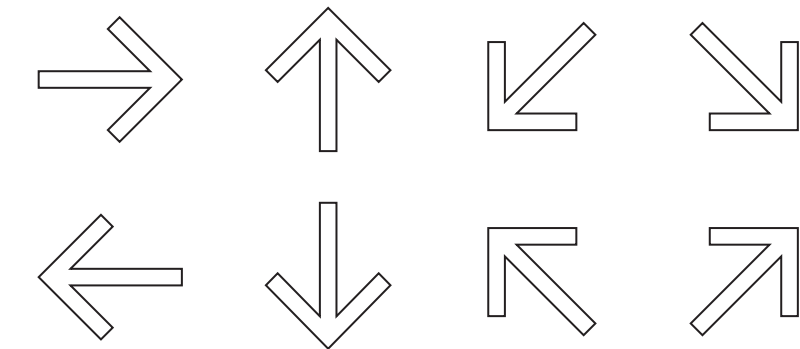
Kefa - Regular

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1234567890











Logos



Arrows



Colors

Paint	Description	Vinyl	Description
	PMS 5545 - w/ Satin Clear		Oracal® - 951 - 635 - Forrest Green
	PMS 5535 - w/ Satin Clear		Oracal® - 951 - 622 - Fir Tree Green
	PMS 5535 to 5545 - w/ Satin Clear		Custom Gradient Vinyl - PMS 5535 to 5545
	PMS White - w/ Satin Clear		Oracal® - 951 - 010 - White
	PMS Black - w/ Satin Clear		Oracal® - 951 - 070 - Black

General Notes

01. Written dimensions on drawings take precedence over scaled dimensions. Sign contractor shall verify and be responsible for all dimensions and conditions shown on drawings.
02. Sign contractor shall verify all existing conditions prior to shop drawings and bring any discrepancy between the drawing and the actual condition to the owner's attention prior to fabrication.
03. The sign contractor shall provide signed and sealed engineered drawings for all signs including structural and wind load requirements.
04. All colors and finishes shall be approved by the owner prior to the production of sign units.
05. Sign contractor shall provide full size mock-ups as requested of designated prototypes for owner approval before proceeding with sign fabrication and installation.
06. Paint / Color / Materials shown in drawings shall be continuous around edges and faces.
07. Typefaces shall not be supplied to contractor. Contractor shall obtain the licensed edition for their own use.

Stone Veneer



Concrete Base / Footer  
- Locally Sourced Cultured  
Stone Or Equivalent.  
Samples To Be Submitted  
To The Village Of Mukwonago

Project: Village of Mukwonago  
Brand Signage + Wayfinding

Address: -

Project Number: 2103.02

Date: 03-24-2022

Project Manager: Jeremy Detwiler

Sign Type: -

Issued for: Construction Documents

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Sheet: 35



Project:	Village of Mukwonago Brand Signage + Wayfinding
Address:	-
Project Number:	2103.02
Date:	03-24-2022
Project Manager:	Jeremy Detwiler
Sign Type:	-
Issued for:	Construction Documents



01 Primary Entrance  
Elevation

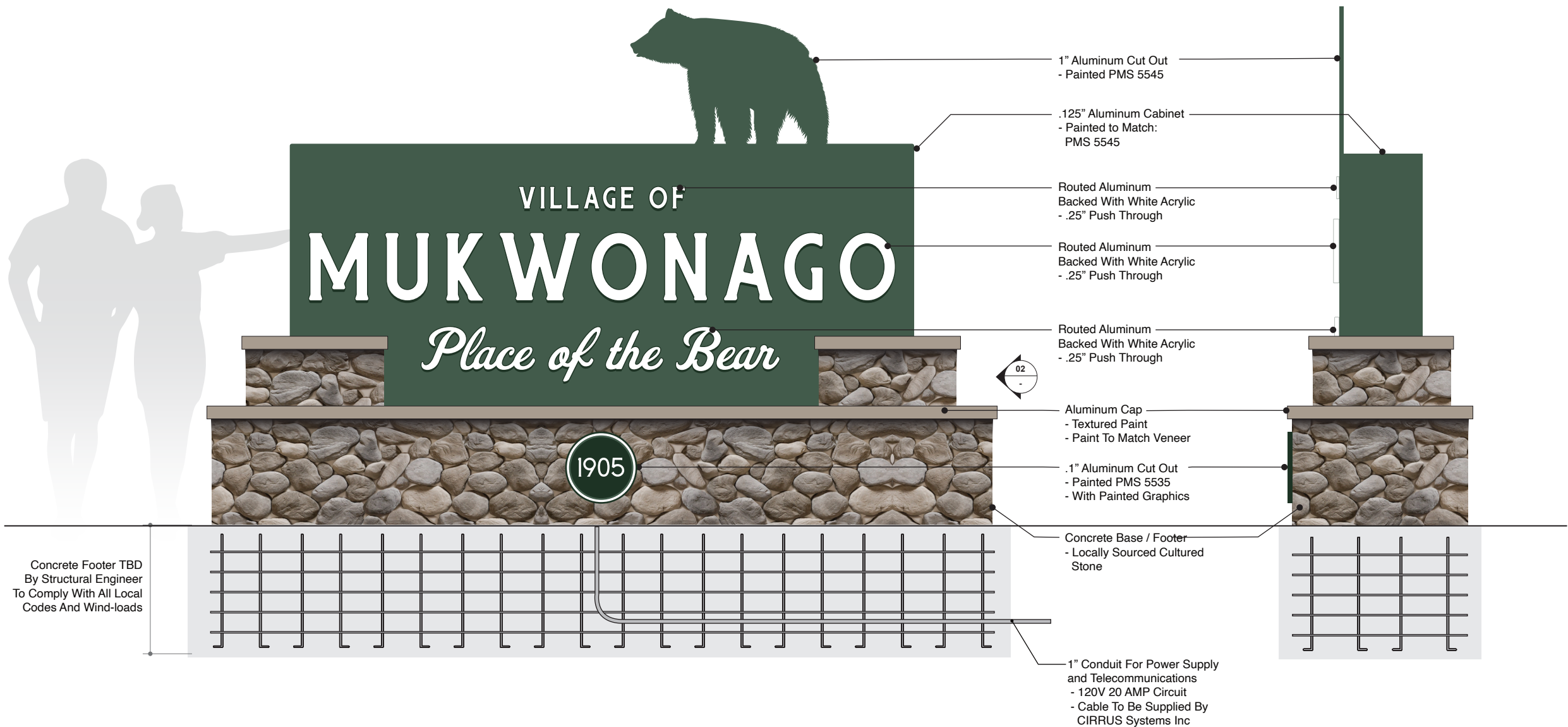
02 Primary Entrance  
End View

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Date:	03-24-2022
Project Manager:	Jeremy Detwiler
Sign Type:	-
Issued for:	Construction Documents



01 Primary Entrance  
Elevation - Materials

Scale - 1/2" = 1' 0"

02 Primary Entrance  
End View - Materials

Scale - 1/2" = 1' 0"

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Project:

Village of Mukwonago  
Brand Signage + Wayfinding

Address:

-

Project Number:

2103.02

Date:

03-24-2022

Project Manager:

Jeremy Detwiler

Sign Type:

-

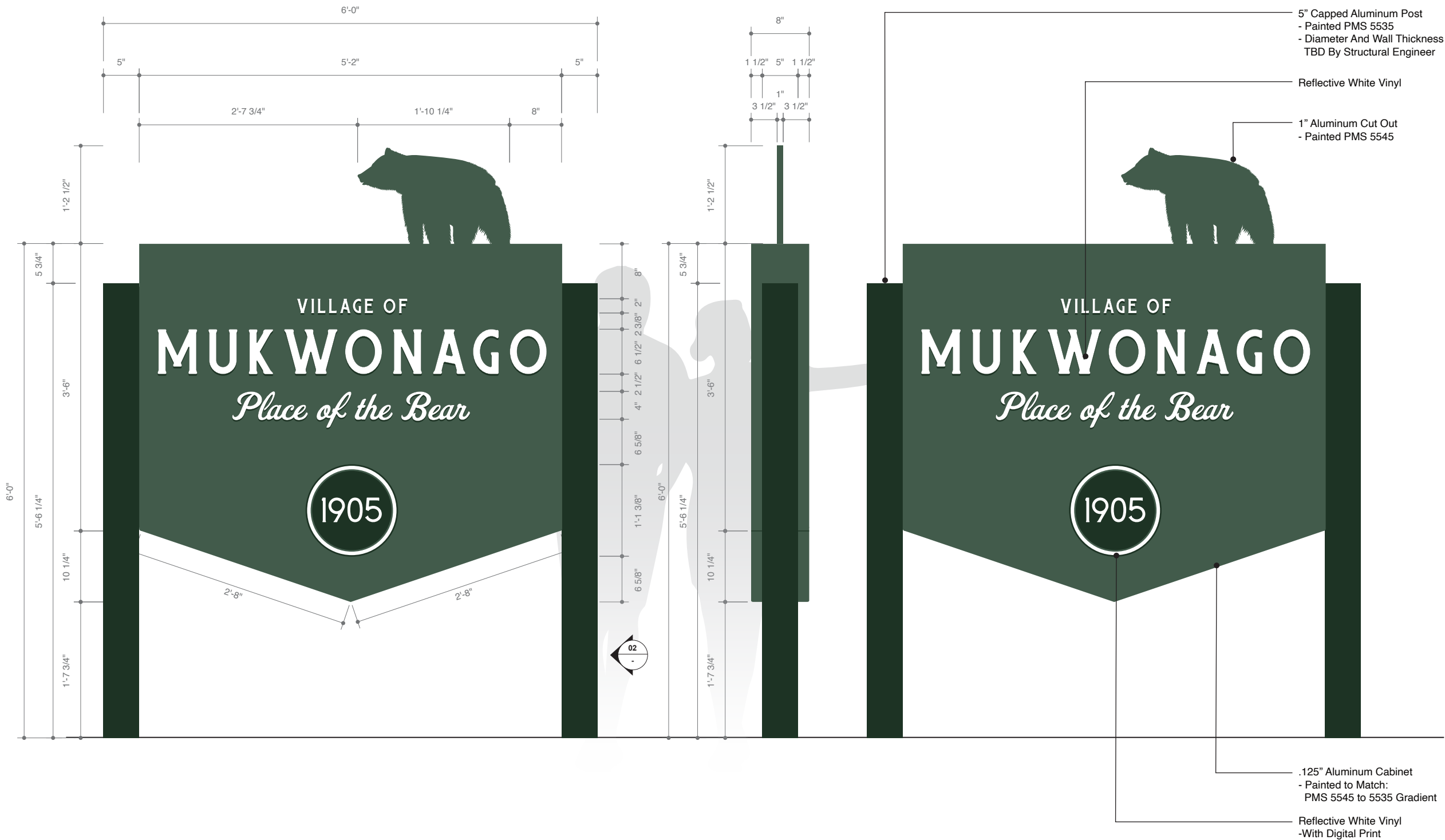
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Brand Signage + Wayfinding

Address:

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Project Number:

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Date:

03-24-2022

Project Manager:

Jeremy Detwiler

Sign Type:

-

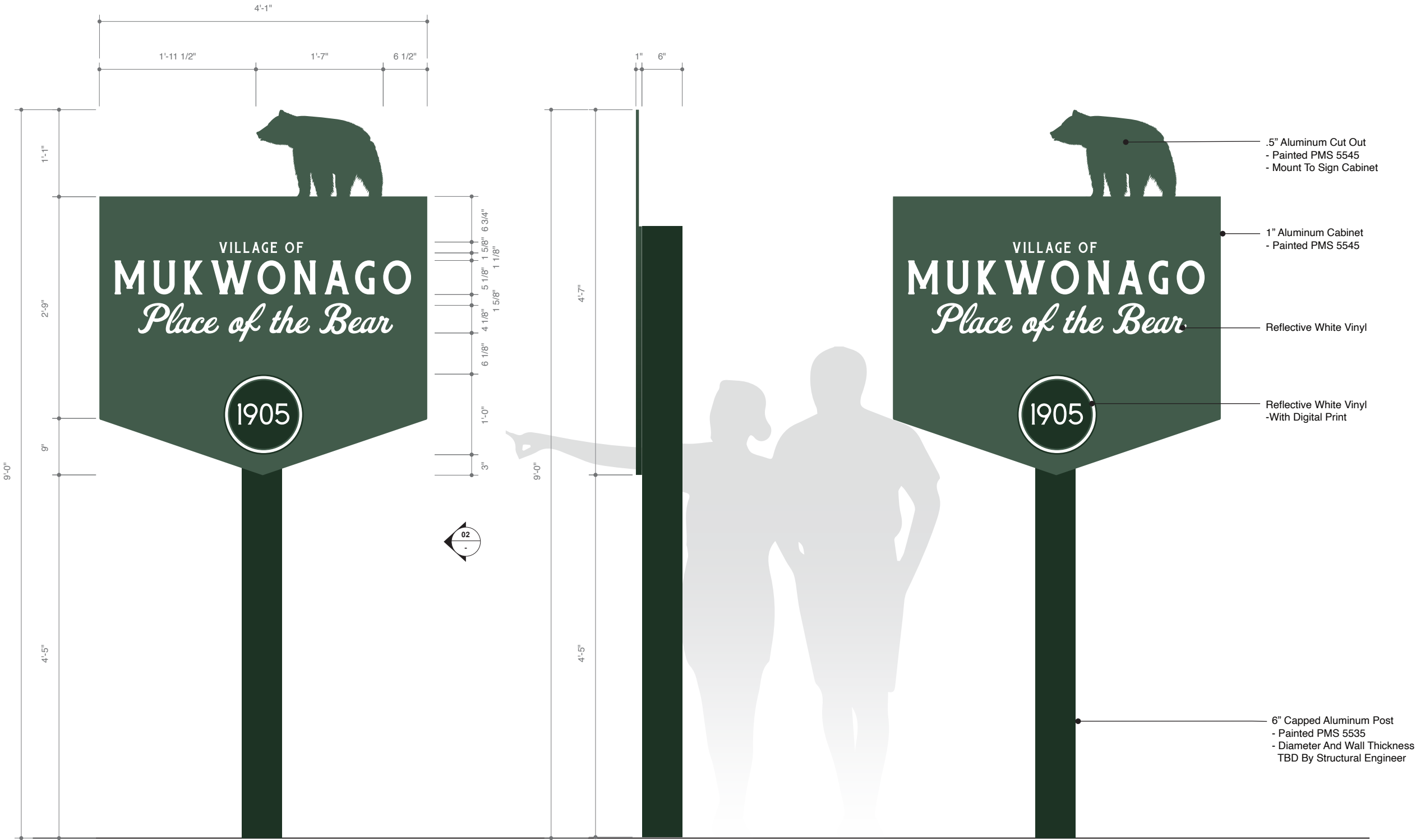
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Sheet:



01

Tertiary Entrance  
Elevation / End View

Scale - 3/4" = 1'

02

Tertiary Entrance  
Elevation

Scale - 3/4" = 1' 0"

Project:

Village of Mukwonago  
Brand Signage + Wayfinding

Address:

-

Project Number:

2103.02

Date:

03-24-2022

Project Manager:

Jeremy Detwiler

Sign Type:

-

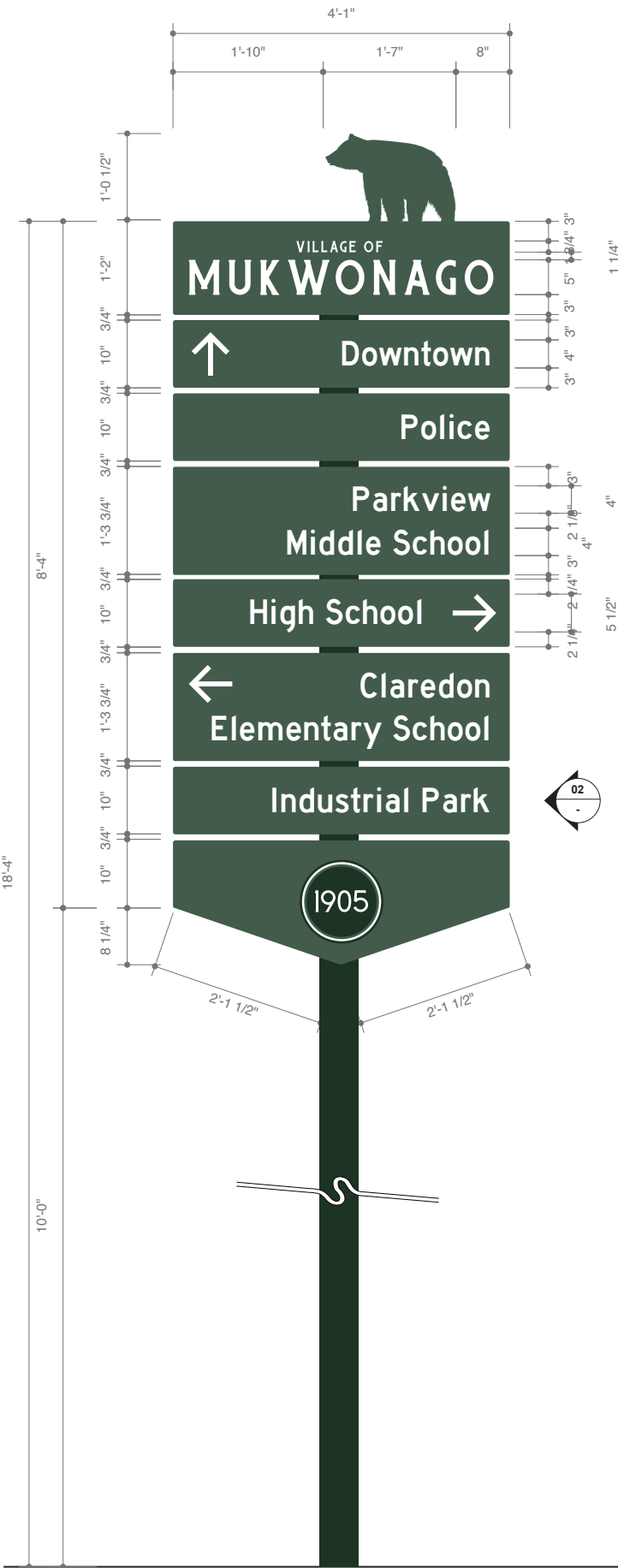
Issued for:

Construction Documents

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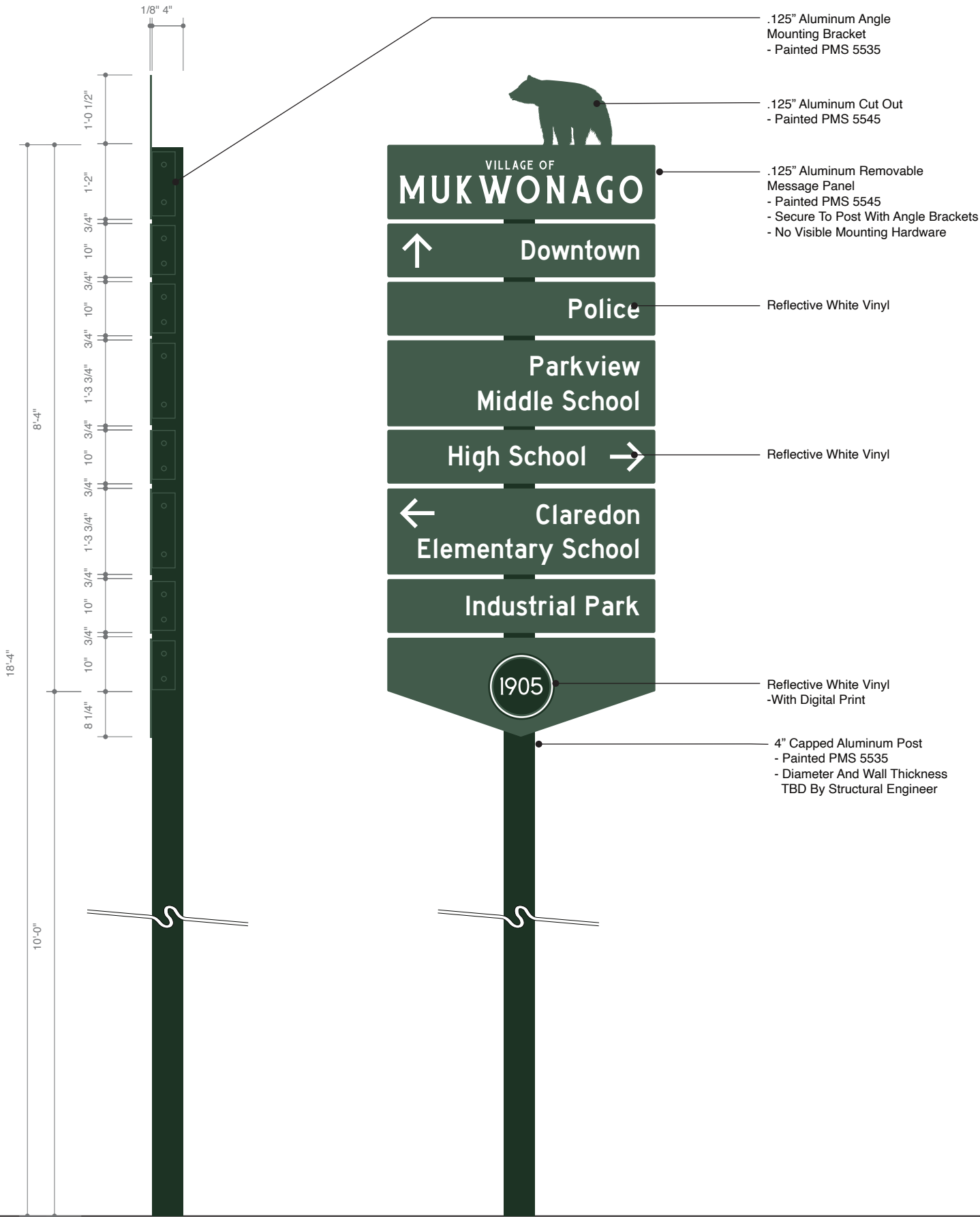
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Sheet:



01 Vehicular Directional - Option A  
Elevation / End View

Scale - 3/4" = 1' 0"



02 Vehicular Directional - Option A  
Elevation / Materials

Scale - 3/4" = 1' 0"

Project:

Village of Mukwonago  
Brand Signage + Wayfinding

Address:

-

Project Number:

2103.02

Date:

03-24-2022

Project Manager:

Jeremy Detwiler

Sign Type:

-

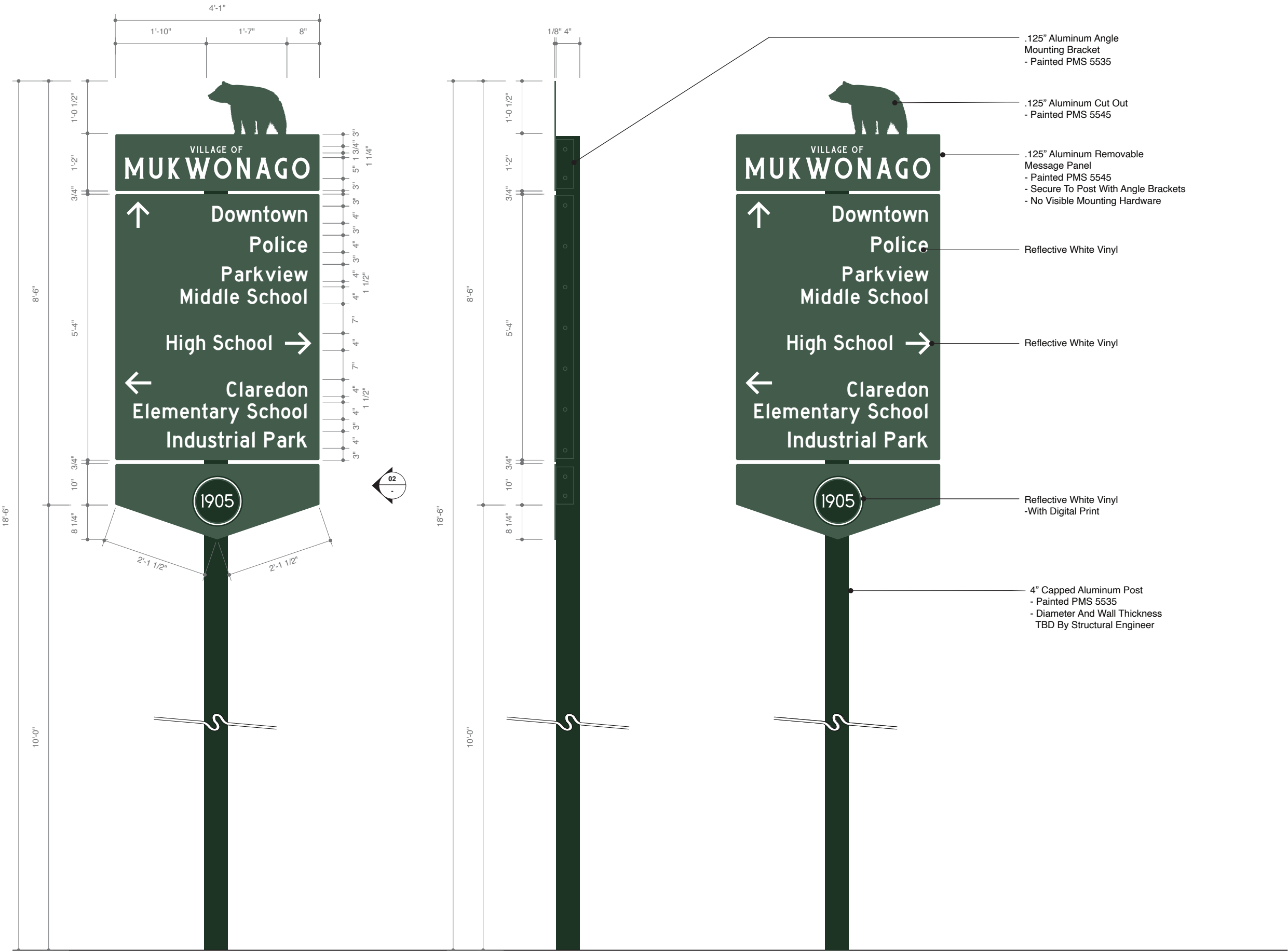
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Brand Signage + Wayfinding

Address:

-

Project Number:

2103.02

Date:

03-24-2022

Project Manager:

Jeremy Detwiler

Sign Type:

-

Issued for:

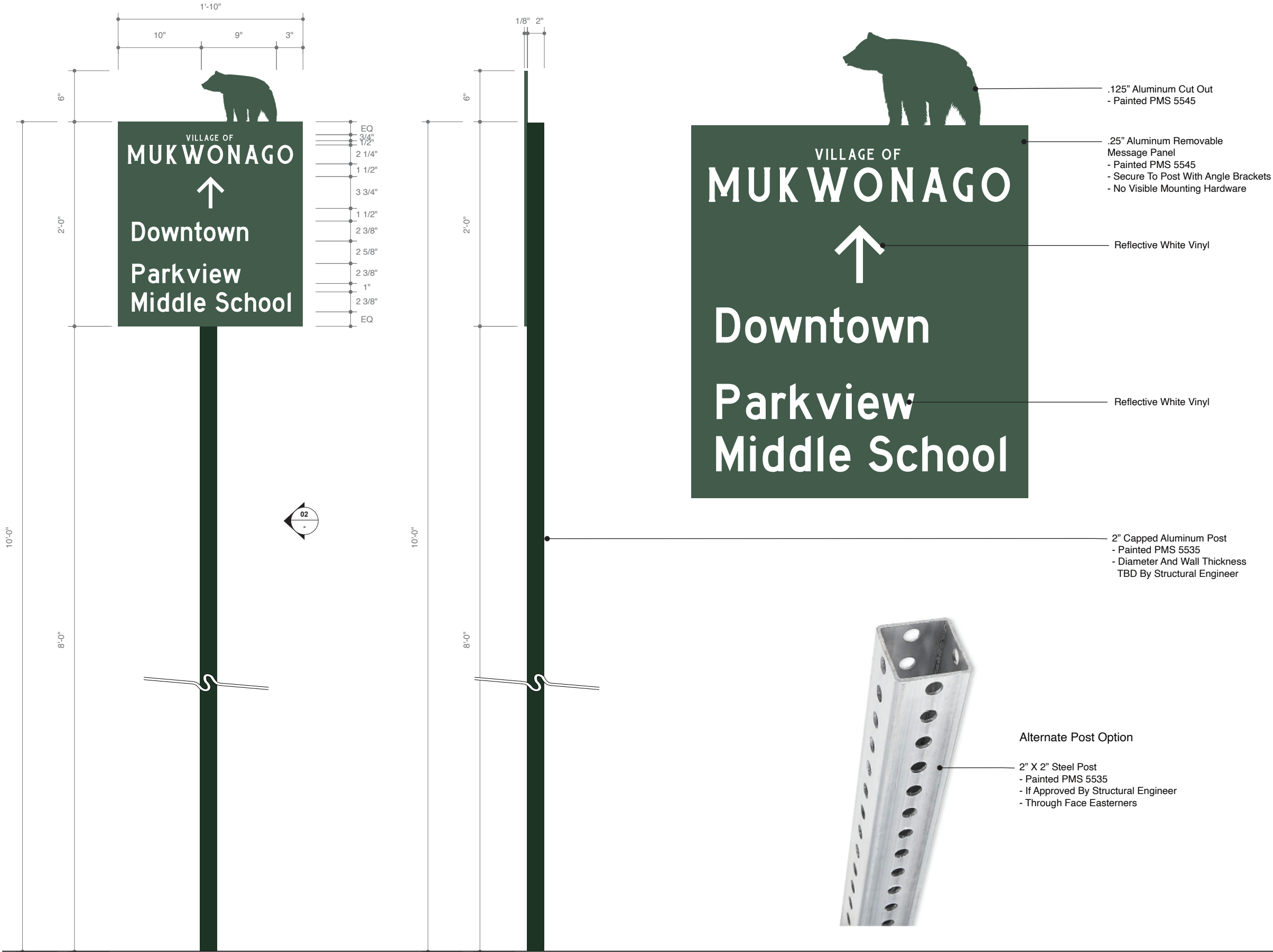
Construction Documents

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Sheet:

42



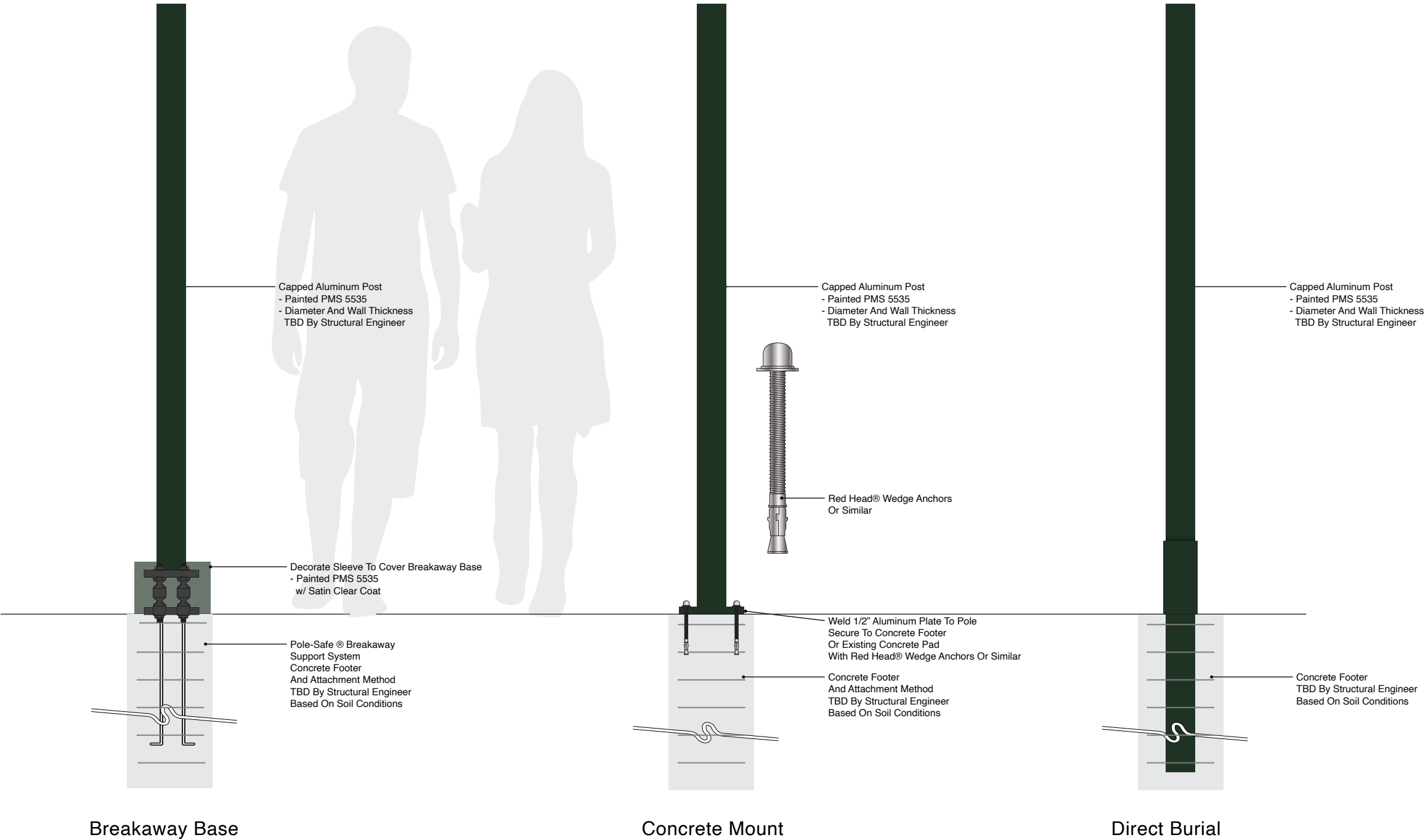
01 Vehicular Directional  
Elevation / End View

Scale - 1" = 1'-0"

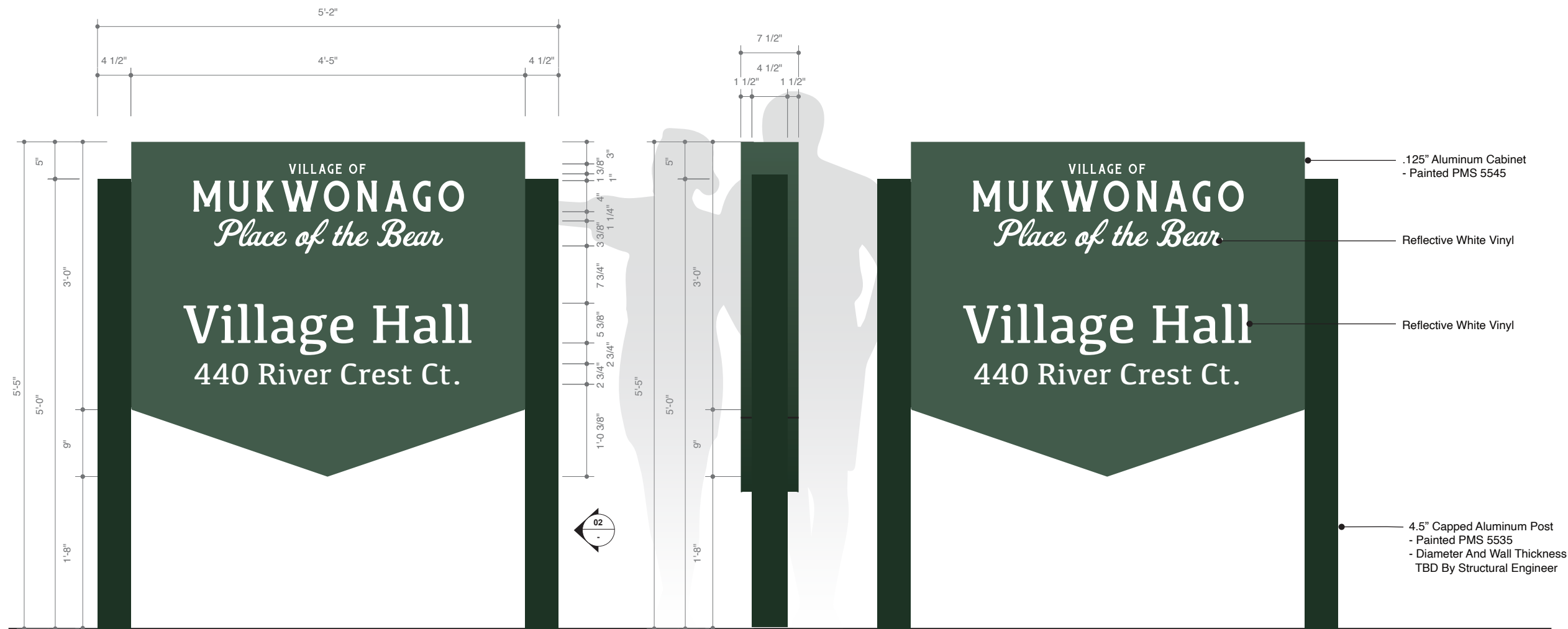
02 Vehicular Directional  
Elevation - Materials

Scale - NTS

Project:	Village of Mukwonago Brand Signage + Wayfinding
Address:	-
Project Number:	2103.02
Date:	03-24-2022
Project Manager:	Jeremy Detwiler
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Project:	Village of Mukwonago Brand Signage + Wayfinding
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Date:	03-24-2022
Project Manager:	Jeremy Detwiler
Sign Type:	-
Issued for:	Construction Documents



01 Destination Identification  
Elevation / End View

Scale - 3/4" = 1'

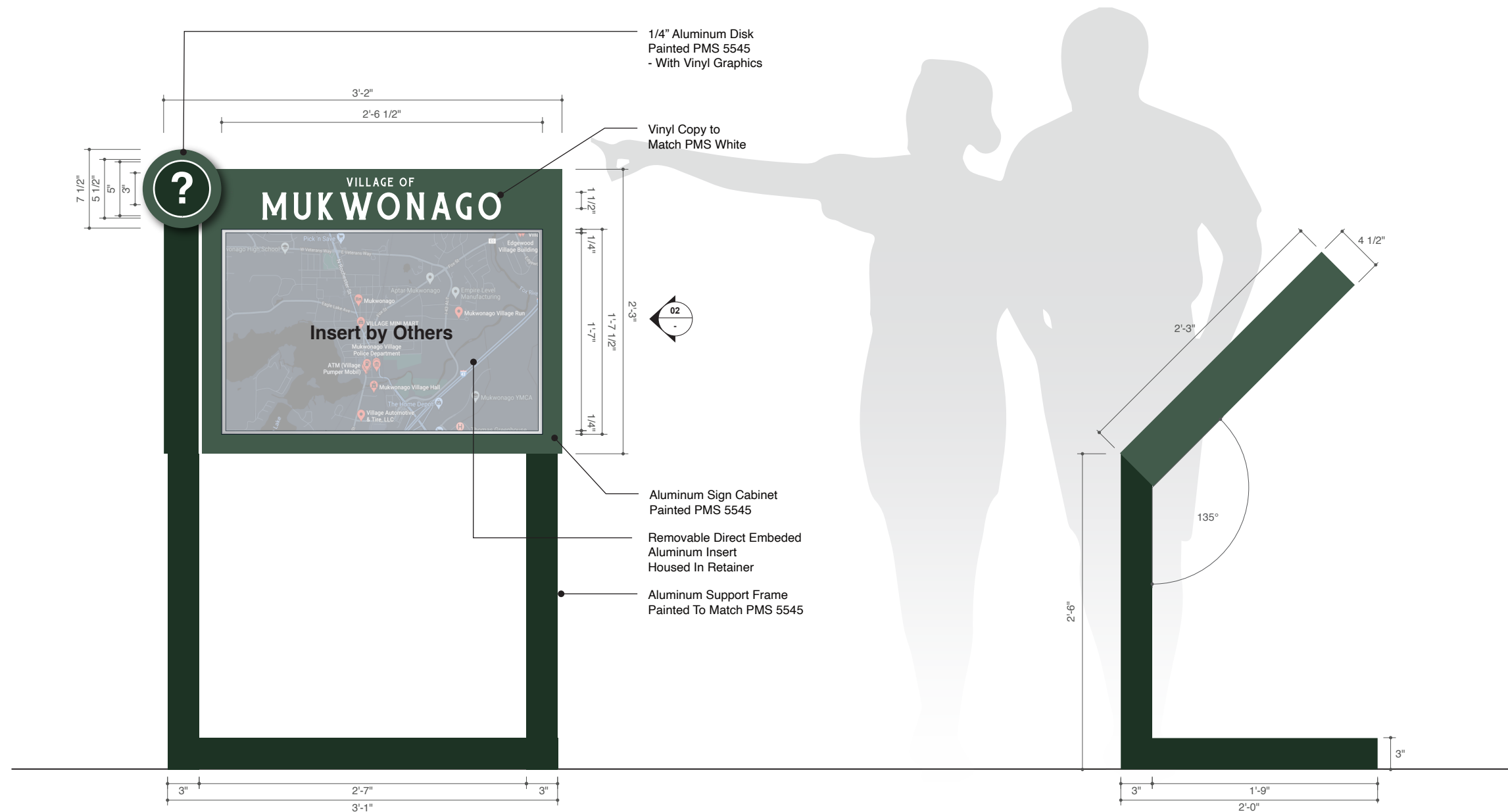
02 Pedestrian Kiosk  
Elevation

Scale - 3/4" = 1' 0"

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<b>Project:</b>	<b>Village of Mukwonago</b> <b>Brand Signage + Wayfinding</b>
<b>Address:</b>	-
<b>Project Number:</b>	2103.02
<b>Date:</b>	03-24-2022
<b>Project Manager:</b>	Jeremy Detwiler
<b>Sign Type:</b>	-
<b>Issued for:</b>	Construction Documents



## 01 Pedestrian Kiosk Elevation

Scale - 1" = 1' 0"

02 Pedestrian Kiosk  
End View

Scale - 1" = 1' 0"

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**KMA DESIGN**

Innovative Design For Exceptional Spaces



August 18, 2022

Attn: Fred Schnook

**RE: Connect Communities Agreement #AK7905 between the Wisconsin Economic Development Corporation ("WEDC") and Village of Mukwonago ("Local Organization").**

Dear Fred Schnook:

Congratulations! WEDC has determined that the Village of Mukwonago, your Local Organization, is eligible to participate in the Connect Communities Program from July 1, 2022, to June 30, 2023. By signing and returning this letter agreement to the WEDC and paying the participation fee outlined below, the Local Organization agrees to the following terms.

As a participant in the Connect Communities Program, the Local Organization shall:

- Pay WEDC the annual participation fee of Two Hundred Dollars (\$200);
- Actively participate in the Connect Communities Program, by attending a minimum of Two (2) training opportunities offered by WEDC during the year; and
- Submit an annual performance report as required by WEDC, in such form as required by WEDC.

WEDC shall provide the following services to the Local Organization:

- Designate staff to liaise with the Local Organization;
- Provide an on-line communication tool for participants in the Connect Communities Program; and
- Plan and implement workshops and training sessions on downtown revitalization topics based on the needs of the Connect Communities and Wisconsin Main Street program participants.

This letter agreement will be in effect as of WEDC's receipt of the Two Hundred Dollar (\$200) participation fee and this signed letter agreement is returned to WEDC by the Local Organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa L. Hughes".

Melissa L. Hughes,  
Secretary and CEO

**ACKNOWLEDGED & AGREED TO BY:**

By: A handwritten signature in black ink, appearing to read "Fred A. Schnook".  
Fred Schnook,  
Village Administrator

10/10/22  
Date

By signing this agreement, the signer attests that he/she is fully authorized to execute and deliver this agreement on behalf of the Local Organization.

**LOOK FORWARD ➤**

## Questions on Purchase of 201 North Rochester Street

Q) Parcel Description:

A) Tax Key: MUKV1976091002; Acres: 0.5458

Q) Property Assessment:

A) 2022 Assessment: Land: \$96,500; Improvements: \$193,500, Total: \$290,000.00

2021 Assessment: Land: \$115,500; Improvements: \$298,500, Total: \$414,000

It appears that sometime in November of 2021, the property was sold

Q) Taxes on the Parcel?

Answer:

2021 Line-Item Description	Tax Amount
MUKWONAGO SCHOOL 3822	\$3,367.09
VILLAGE OF MUKWONAGO	\$3,164.18
WAUKESHA TECH COLLEGE	\$134.49
COUNTY OF WAUKESHA	\$749.70
GROSS GENERAL TAXES	\$7,415.46
SCHOOL TAX CREDIT	(\$546.66)
<u>FIRST DOLLAR CREDIT - 3822</u>	<u>(\$56.74)</u>
<b>NET GENERAL TAXES</b>	<b>\$6,812.06</b>

Q) Cost to Purchase?

A) Asking Price: \$499,000 – Anderson Group has the listing

2021 Estimated Fair Market Value: \$445,800

Q) Cost to clean-up?

A) Ron Bitner estimates \$80,000 for demolition

Q) Is the site contaminated?

A) Unknown – need to consult with attorney or engineer to determine if the site has final DNR clearance.

Unknown - -- Need to perform an asbestos check

Q) Is there a DNR closure Letter?

A) Site is considered CLOSED by the WI.DNR. It appears that a conditional closure letter was issued on 11/30/99 – Tank System Closure Assessment performed on 6/21/21 – consult with attorney or engineer to determine final clearance.

Q) Cost to level the parcel?

A) There is an eight-foot elevation drop to the garage pad on the southwest corner of the lot. This means the driveway access on the south side of the lot would be cut in half to level the lot. A large retaining wall would be needed but it would significantly reduce the buildable footprint.

Q) How long has it been on the market?

A) Two months, but it has been on and off for the past 10 years

Q) How fast do we want to move on it?

A) Unknown – needs to be defined by the Board

Q) What is the need for parking?

A) A parking inventory was performed – appears to be plenty of parking.

Q) Who would this parking lot serve?

A) Unknown - General Public?

Q) What Easements are on the property? What are the restrictions?

A) Cousin's Subs has easements for northeast corner sign pole; A permanent easement for parking on the North and West sides; and a permanent easement for ingress and egress for Cousin's customers and employees and their automobiles.

There are also two parcels involved: Parcel A is the former gas station and surrounding land. Parcel B is a 12-foot-wide section of land on the southern border which runs the length of Parcel A of the property, which provides access to the garage on the back southwest corner of the parcel.

Q) Given the easements, what is the actual developable footprint?

A) Unknown, we need an engineer to calculate a possible footprint. Total lot size: 0.5458 acres or 21,490 square feet. But given the easements, X is what is left.

Q) Cement, Asphalt or Grass?

A) Unknown

Q) Send this request to the Downtown Development Committee for further research and direction.

A) ?

2214123

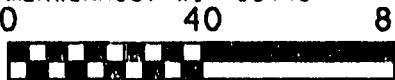
Stock No. 26273

CERTIFIED SURVEY MAP NO. 8273

BEING PART OF THE NW<sup>1</sup>/<sub>4</sub> OF THE SE<sup>1</sup>/<sub>4</sub> OF SECTION 26,  
TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF  
MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

OWNER: PETER & LUISE GARDNER  
S.78 W.31090 SUGDEN RD.  
MUKWONAGO, WI 53149

SURVEYOR:  
R.S.V. ENGINEERING, INC.  
801 MAIN STREET  
MUKWONAGO, WI 53149



SCALE 1" = 40'  
LEGEND

- 1" IRON PIPE SET
- IRON PIPE FOUND
- CONC. AREAS
- POWER POLE
- LIGHT POLE
- RECORDED AS

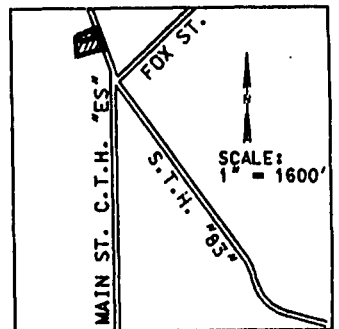
CONC. MON.  
W/BRASS CAP  
NORTH<sup>1</sup>/<sub>4</sub> CORNER  
SEC. 26-5-18

BASIS OF BEARING-  
THE NORTH LINE OF  
THE NE<sup>1</sup>/<sub>4</sub> WAS TAKEN  
TO BEAR N89°26'14"E

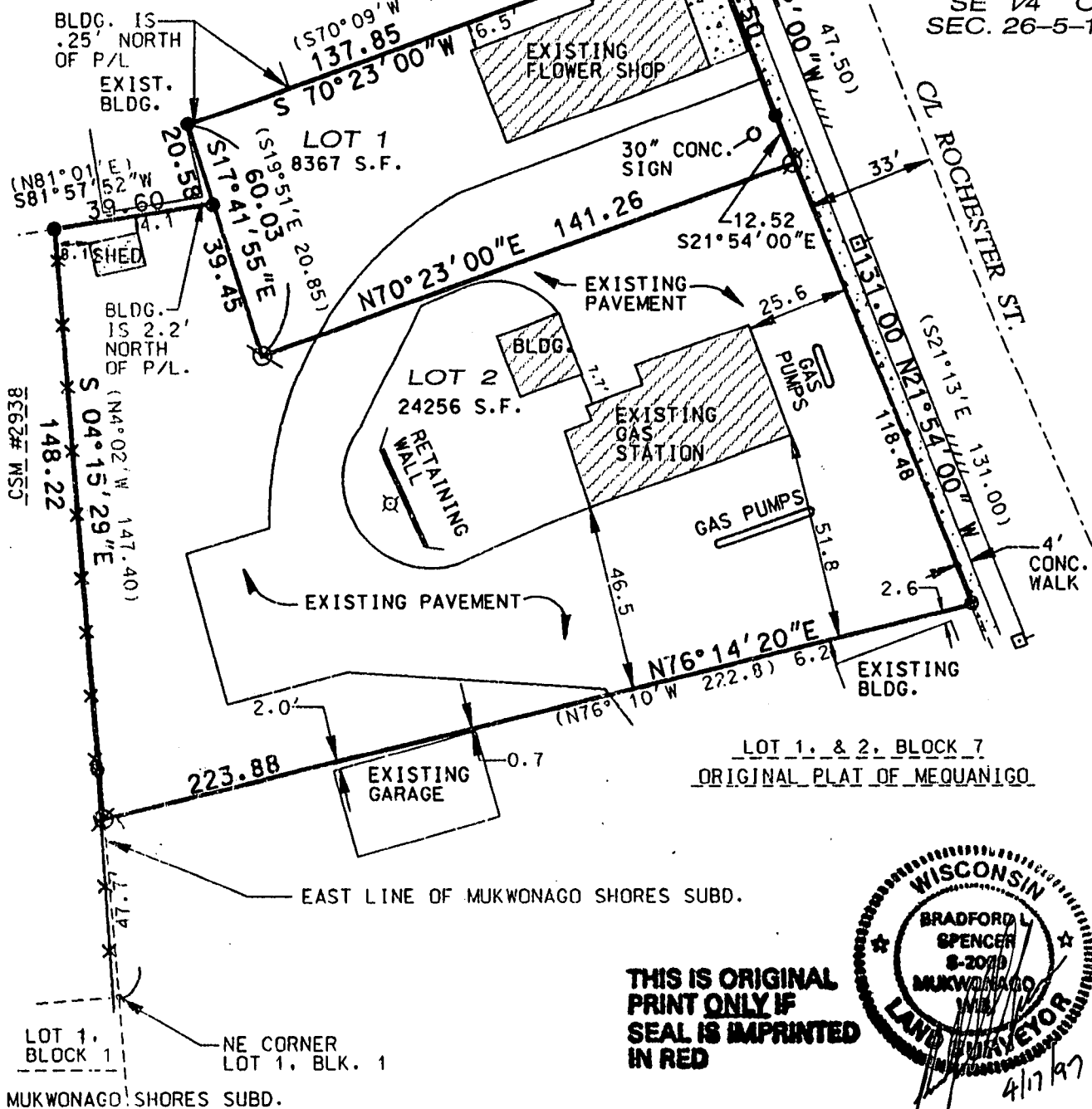
NORTH LINE OF THE  
NE<sup>1</sup>/<sub>4</sub> SEC. 26-5-18

CONC. MON.  
W/BRASS CAP  
NE CORNER  
SEC. 26-5-18

## LOCATION MAP



SE 1/4 OF  
SEC. 26-5-18



LOT 1, & 2, BLOCK 7  
ORIGINAL PLAT OF MEQUANIGO

THIS IS ORIGINAL  
PRINT ONLY IF  
SEAL IS IMPRINTED  
IN RED



INSTRUMENT DRAFTED BY BRADFORD L. SPENCER  
RSV ENGINEERING, INC. 801 MAIN ST.,  
MUKWONAGO, WI 53149

4/1/97 PAGE 1 OF 3  
RSV#6203CSM.DGN



Stock No. 26273

CERTIFIED SURVEY MAP NO. 8273

BEING PART OF THE NW<sup>1</sup>/<sub>4</sub> OF THE SE<sup>1</sup>/<sub>4</sub> OF SECTION 26,  
TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF  
MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

SURVEYORS CERTIFICATE:

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING LAND BOUNDED AND DESCRIBED AS FOLLOWS:

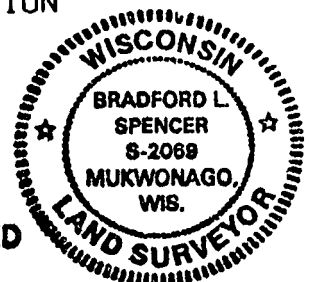
BEING A PARCEL OF LAND LOCATED IN PART OF THE NW<sup>1</sup>/<sub>4</sub> OF THE SE<sup>1</sup>/<sub>4</sub> OF SECTION 26, TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH<sup>1</sup>/<sub>4</sub> CORNER OF SECTION 26; THENCE WITH THE NORTH LINE OF SAID NE<sup>1</sup>/<sub>4</sub> N89°26'14"E 2629.26' TO THE NE CORNER OF SAID SECTION 26; THENCE S34°02'51"W, A DISTANCE OF 2305.85' TO THE POINT OF BEGINNING; THENCE N70°23'00"W, A DISTANCE OF 137.85' TO A POINT; THENCE S17°41'55"E, A DISTANCE OF 20.58' TO A POINT; THENCE S81°57'52"W, A DISTANCE OF 39.60' TO A POINT; THENCE S04°15'29"E, A DISTANCE OF 148.22' TO A POINT; THENCE N76°14'20"E, A DISTANCE OF 223.88' TO A POINT ON THE WESTERLY RIGHT OF WAY OF ROCHESTER STREET; THENCE WITH SAID WESTERLY RIGHT OF WAY N21°54'00"W, A DISTANCE OF 131.00' TO A POINT; THENCE N20°42'00"W, A DISTANCE OF 47.50' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.749 AC. MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE THIS SURVEY AND MAP IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 236 OF THE STATE STATUTES, THE VILLAGE OF MUKWONAGO AND BY THE DIRECTION OF THE OWNER AND THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED.

DATED THIS 17<sup>th</sup> DAY OF APRIL, 1997.

BRADFORD L. SPENCER, R.L.S. 2069

THIS IS ORIGINAL  
PRINT ONLY IF  
SEAL IS IMPRINTED  
IN RED

PLANNING COMMISSION APPROVAL:

APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF MUKWONAGO ON THIS 14 DAY OF April, 1997.

CHAIRMAN

SECRETARY





Stock No. 26273

CERTIFIED SURVEY MAP NO. 8273

BEING PART OF THE NW<sup>1</sup>/<sub>4</sub> OF THE SE<sup>1</sup>/<sub>4</sub> OF SECTION 26,  
TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF  
MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

OWNERS CERTIFICATE:

AS OWNERS, WE, PETER & LUISE GARDNER HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ABOVE TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE THE VILLAGE OF MUKWONAGO AND THE REQUIREMENT OF CHAPTER 236 OF THE STATE STATUTES.

Peter H. Gardner  
PETER GARDNER, OWNER

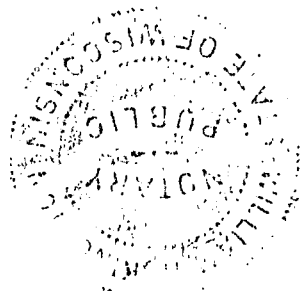
Luise Gardner  
LUISE GARDNER, OWNER

STATE OF WISCONSIN)  
WAUKESHA COUNTY) ss

PERSONALLY CAME BEFORE ME THIS 13<sup>th</sup> DAY OF May, 1997.  
THE ABOVE NAMED PETER & LUISE GARDNER TO ME KNOWN TO BE THE PERSON(S)  
WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES is permanent

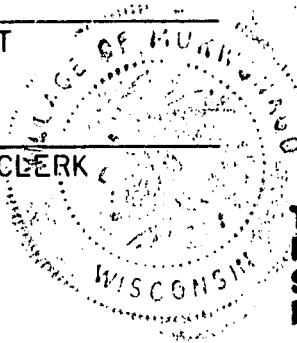
William H. Kingston  
NOTARY PUBLIC

VILLAGE BOARD APPROVAL:

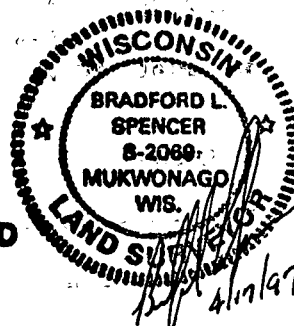
APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF MUKWONAGO ON THIS  
15 DAY OF April, 1997.

Jerry W. Gasser  
JERRY GASSER, PRESIDENT

Bernard E. Kahl  
BERNARD KAHL, VILLAGE CLERK



THIS IS ORIGINAL  
PRINT ONLY IF  
SEAL IS IMPRINTED  
IN RED



2214123

REGISTER'S OFFICE)

ISS

Washoe Co., NV )

No. \_\_\_\_\_

RECEIVED FOR RECORD THE 19th DAY

OF MAY A.D. 19 97 AT

11:34 O'CLOCK A M. & RECORDED

IN VOL. 72 OF Come ON pgs. 157-159 pd

Michael J Hasslinger 14

by Maureen M Douglas Deputy  
REGISTER

2224155

AGREEMENT &  
EASEMENTS

Document Number

Document Title

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. } SS  
REC'D JUN 24 1976

97 JUN 24 AM 8:03

REEL 2460 PAGE 0017

*[Signature]*  
REGISTER OF DEEDS

2224155

Recording Area

Name and Return Address

Atty Wm. KINGSTON  
P.O. BOX 224  
300 GRAND AVE.  
MUKWONAGO, WI 53149

MUKV 1976-091

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/76

## AGREEMENT AND EASEMENTS

Peter H. Gardner and Luise B. Gardner, Husband and Wife, Parties of the first part, and Patrick Blair, party of the second part, herein enter into the following agreement regarding the properties known as 201 North Rochester and 207 North Rochester, in the Village of Mukwonago, Waukesha County, Wisconsin more particularly described as:

Lot 1 and Lot 2, Certified Survey Map No. 8273, recorded in Volume 72 of Certified Survey Maps at Pages 157, 158 and 159. Being part of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.

## FIRST:

A sign and pole which will be placed and located on the Northeast Corner of Lot 1 (207 N. Rochester Street) and will be owned by Peter H. Gardner and Luise B. Gardner, their heirs, executors, administrators, successors, and assigns.

Patrick Blair, his heirs, executors, administrators, successors, and assigns have the right to use the sign as long as it remains on the property.

Patrick Blair shall be responsible for the cost of removal and placement of the sign and pole to the North East corner of Lot 1 of Certified Survey Map 8273.

Gardner, parties of the first part, shall be responsible for 50% of the electricity, insurance cost or repair cost of the signage.

Blair, party of the second part shall be responsible for 50% of the electricity, insurance cost or repair cost of the signage.

## SECOND:

Patrick Blair, his heirs executors administrators, successors and assigns and their customers and employees are granted a permanent easement for parking on the North and West side of Lot 2 of Certified Survey Map 8273 (201 N. Rochester Street).

Patrick Blair, his heirs, executors, administrators, successors and assigns shall be responsible for striping, repair and maintenance of the area constructed. This easement shall run with the land and bind all heirs, executors, administrators, successors and assigns of Lot 2 of Certified Survey map 8273 (201 N. Rochester Street). Parking areas must be reasonably adequate, subject to Village approval, to accommodate the business of Patrick Blair, his heirs, executors, administrators, successors and assigns.

## THIRD:

Peter H. Gardner and Luise B. Gardner their customers and employees shall retain easement for ingress and egress of the South side of Lot 1 of Certified Survey Map 8273 (207 N. Rochester Street). This easement shall run with the land and bind all heirs, executors, administrators, successors and assigns of Lot 1 of Certified Survey Map 8273 (207 N. Rochester Street).

## FOURTH:

Patrick Blair shall have a permanent easement for ingress and egress for Patrick Blair's customers, employees, and their automobiles across Lot 2 of Certified Survey Map 8273 (201 N. Rochester Street). This easement shall run with the land and bind all heirs, executors, administrators, successors and assigns of Lot 2, Certified Survey Map 8273 (201 N. Rochester Street).

Regardless of Blair's permanent easement for ingress and egress for Blair's customers and employees or their automobiles on Lot 2, Certified Survey Map 8273 (201 N. Rochester Street), Gardners' their heirs, executors, administrators, successors or assigns may designate certain areas for ingress and egress so long as Blair's customers and employees and their automobiles have access, ingress, egress, parking and a pick up window to the satisfaction of Blair, his heirs, executors, administrators, successors or assigns.

## FIFTH:

Parties of the first part, their heirs, executors, administrators, successors and assigns and the party of the second part, his heirs, executors, administrators, successors and assigns shall maintain their respective properties and keep them clean and well maintained.

## SIXTH:

Peter H. Gardner and Luise B. Gardner shall be responsible for salting and removal of snow for the driveway and parking areas located on Both Lot 1 and Lot 2 of Certified Survey Map 8273. Patrick Blair shall pay to Gardners' 50% of the cost of the plowing and salting at a fair market rate on Lot 2 of Certified Survey Map 8273 (207 Rochester Street). Patrick Blair shall pay 100% of the cost of plowing and salting at a fair market rate on Lot 1 of Certified Survey Map 8273 (201 N. Rochester Street).

Patrick Blair shall pay 50% of the cost of snow removal on Lot 2 of Certified Survey Map 8273 (207 N. Rochester Street) and 100% of the cost of snow removal on Lot 1 of Certified Survey Map 8273 (201 N. Rochester Street).

## SEVENTH:

Patrick Blair, his heirs, executors, administrators, successors, and assign shall be responsible for the development and maintenance of all landscaping and parking areas located to the North and West of the building located on Lot 2 of Certified Survey Map 8273 located at 207 N Rochester Street, Mukwonago, Wisconsin.

Peter H. Gardner and Luise B. Gardner have the right to supervise location, creation and maintenance of landscaping and parking area.

EIGHTH:

Peter H. Gardner and Luise B. Gardner shall be responsible for any damage to either property (Lot 1 or Lot 2 of Certified Survey Map 8273) as the result of environmental clean up work, remediation work, or the removal or repair of gas disposing equipment, the cost to repair the damaged landscaping areas, parking areas and/or building structures shall be at the expense of Gardner.

NINTH:

Peter H. Gardner and Luise B. Gardner agree to indemnify and hold Patrick Blair, his heirs, executors, administrators, successors, and assigns harmless against any and all loss or liability, cost or expense - including, without limitation, reasonable attorneys' fees and disbursements - which Patrick Blair, his heirs, executors, administrators, successors, and assigns may sustain as a result of, or on account of, any claims arising from, or any liens imposed upon the property located at 207 N. Rochester Street by any federal, state or local authority charged with the enforcement of environmental protection laws and regulations, or by reason of Peter H. Gardner and Luise B. Gardner's failure, or the failure of any of Gardners' predecessors in title, or the failure of Gardner's sub-tenants to perform any of its, or their, obligations pursuant to any federal, state or local environmental protection laws and/or regulations and/or policies. The provisions of this paragraph shall survive any transfer and of the properties located at 207 N. Rochester Street or 201 N. Rochester Street, Mukwonago, Wisconsin. The provisions of this paragraph shall also survive the satisfaction of the land contract for 207 N. Rochester Street.

Dated this 5<sup>th</sup> day of June, 1997

Peter H. Gardner (SEAL)  
PETER H. GARDNER

Luise B. Gardner (SEAL)  
LUISE B. GARDNER

Patrick Blair (SEAL)  
PATRICK BLAIR

Subscribed and Sworn to before me  
this 5<sup>th</sup> day of June, 1997.

William N. Kingston  
Notary Public, State of Wisconsin  
My Commission Expires: 15 JAN 2001

DRAFTED BY  
William Kingston





WC2533029-003

JAN 14 00 00 10 30

Document Number

GROUNDWATER USE  
RESTRICTION

2533029

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

01-14-2000 10:54 AM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDSREC. FEE: 8.00  
REC. FEE-CO: 4.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 3Declaration of Restrictions

In Re: PARCEL A:

A parcel of land located in part of the Northwest 1/4 of the Southeast 1/4 of Section 26, in Township 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin being described as follows: Commencing at the Northeast corner of Lot 1, Block 1, of Mukwonago Shores Subdivision; thence with the East line of Mukwonago Shores Subdivision North 04 degrees 15' 29" West, 306.30 feet to the point of beginning; thence continuing North 04 degrees 15' 29" West 148.22 feet to a point; thence North 81 degrees 57' 52" East, 39.60 feet to a point; thence South 17 degrees 41' 55" East, 39.45 feet to a point; thence North 70 degrees 23' 00" East, 141.26 feet to a point; thence South 21 degrees 54' 00" East, 118.48 feet to a point; thence South 76 degrees 14' 20" West 223.88 feet to the point of beginning. Excepting the Southerly 12 feet thereof.

Recording Area

## Name and Return Address

BLAIR'S CITGO  
201 N ROCHESTER ST.  
MUKWONAGO, WI. 53149

PARCEL B:

An undivided 1/2 interest in the Southerly 12 feet of the following described real estate:  
A parcel being part of the Northwest 1/4 of the Southeast 1/4 of Section 26, Town 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin, being more completely described as follows: Commencing at the Northeast corner of Lot 1, Block 1 of Mukwonago Shores Subdivision; thence with the East line of Mukwonago Shores Subdivision North 04 degrees 15' 29" West, 306.30 feet to the point of beginning; thence continuing North 04 degrees 15' 29" West, 148.22 feet to a point; thence North 81 degrees 57' 52" East, 39.60 feet to a point; thence South 17 degrees 41' 55" East, 39.45 feet to a point; thence North 70 degrees 23' 00" East, 141.26 feet to a point; thence South 21 degrees 54' 00" East, 118.48 feet to a point; thence South 76 degrees 14' 20" West, 223.88 feet to the point of beginning.

STATE OF WISCONSIN            )  
  ) ss  
COUNTY OF WAUKESHA        )

WHEREAS, Patrick B. Blair and Debra L. Blair are the owners of the above-described property.

WHEREAS, one or more gasoline range organic compound discharges have occurred at this property. Benzene, toluene, ethylbenzene, xylene and MTBE contaminated groundwater above NR 140 enforcement standards exists on this property at the following location(s) on the following date: Dec 21, 1998: Monitoring wells MW-1, MW-2 and MW-3 and EW-1 (see attached site map). Benzene concentrations in

WDNR Close Out Guidance  
on the Use of Institutional Controls  
September, 1998

MW-1 (29 ppb), MW-2 (12 ppb), MW-3 (2,500 ppb) and EW-1 (79 ppb) exceed current enforcement standards. Toluene concentrations in MW-1 (520 ppb) and MW-3 (15,000 ppb) exceed current enforcement standards. Ethylbenzene concentrations in MW-3 (2,200 ppb) exceed current enforcement standards. Xylene concentrations in MW-1 (5,100 ppb), MW-2 (3,300 ppb), MW-3 (17,000 ppb) and EW-1 (850 ppb) exceed current enforcement standards. MTBE concentrations in MW-1 (160 ppb), MW-3 (270 ppb) and EW-1 (220 ppb) exceed current enforcement standards.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct additional soil or groundwater remediation activities on the property at the present time.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater exceeding ch. NR 140 groundwater standards within the boundaries of this property.

WHEREAS, construction of wells where the water quality exceeds the drinking water standards in ch. NR 809 is restricted by ch. NR 811 and ch. NR 812. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed or reconstructed on this property unless applicable requirements are met.

If construction is proposed on this property that will require dewatering, or if groundwater is to be otherwise extracted from this property, while this groundwater use restriction is in effect, the groundwater shall be sampled and analyzed for contaminants that were previously detected on the property and any extracted groundwater shall be managed in compliance with applicable statutes and rules.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by, the Wisconsin Department of Natural Resources, its successors and assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

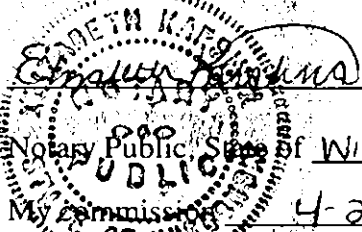
Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that the restrictions set forth in this covenant are no longer required. Upon receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this groundwater use restriction is no longer binding.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this  
day of \_\_\_\_\_, 19\_\_\_\_.

Signature: *Patrick B. Blum*

Printed Name: Patrick B Blum

Subscribed and sworn to before me  
this 22 day of December 19 99.

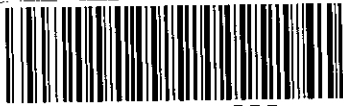
  
Notary Public, State of WISCONSIN  
My commission expires 4-27-03

This document was drafted by the Wisconsin Department of Natural Resources.

Wordproc\Wpenv\Fms\948710 Gardners GW Use Restrictions.doc

JAN 10 01 0 0 0 1 3 7

2615803



WC2615803-006

## EASEMENT ASSIGNMENT

Document Number

Document Title

This Easement Assignment ("Assignment") is made by and between Wisconsin Electric Power Company, a Wisconsin Corporation ("Assignor"), and American Transmission Company LLC, a Wisconsin limited liability company ("Assignee").

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

01-10-2001 9:24 AM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 14.00  
REC. FEE-CO: 4.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 6

## Recording Area

Name and Return Address:

Paul G. Hoffman, Esq.  
Michael Best & Friedrich LLP  
100 East Wisconsin Avenue  
Milwaukee, WI 53202-4108

*del*  
*2016*

Except as expressly reserved below, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to various easements identified on the attached and incorporated Exhibit A ("Easements"). Also included are Assignor's appurtenant rights, privileges and easements thereunto belonging, if any, in and to streets, roads, avenues, highways and lake and river bottoms adjoining the real property described in such Easements to the extent that any of the foregoing constitute real property of Assignor under applicable federal, state or local law, rule, regulation or governmental requirement of any kind to the extent appurtenant to such Easements. This Assignment is made subject to Section 196.485(5)(c)1. of the Wisconsin Statutes as created by 1999 Wis. Act 9 (as may be amended from time to time, and successor and replacement statutes thereto).

Expressly reserved to Assignor from the Assignment herein made is the continued right of Assignor to place, maintain, modify, operate, replace and repair, within the lands described in the Easements, electrical distribution lines and appurtenances where currently existing or as intended as of the date of this Assignment. For purposes of the foregoing sentence, "intended" is specifically defined as being limited to distribution which is (i) under construction; (ii) subject to a written construction agreement; or (iii) subject to written plans for future distribution construction. Also reserved to Assignor is a nondiscriminatory right of access to the real estate subject to the Easements. For purposes of this Assignment, electrical "distribution" is defined as electrical facilities of less than 50 kV or as otherwise determined by order of the Public Service Commission of Wisconsin.

This Assignment, and the rights, obligations and interests assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon and inure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Wisconsin.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

This Assignment is made as of the 22 day of December, 2001.

**WISCONSIN ELECTRIC POWER COMPANY,  
a Wisconsin corporation**

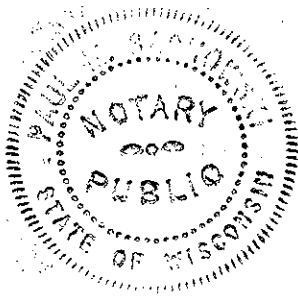
By: *Michael James*  
Name: Michael James  
Title: Manager of Property Management

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  ) SS.  
COUNTY OF MILWAUKEE)

Personally came before me this 1st day of December, 2000, the above-named Michael James, as Manager of Property Management of Wisconsin Electric Power Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

*Paul M. Bachowski*  
Name: Paul M. Bachowski  
Notary Public, Wisconsin  
My commission expires: July 20, 2003



This instrument was drafted by Paul Bachowski on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201.



**ASSIGNEE:**

**AMERICAN TRANSMISSION COMPANY LLC,  
a Wisconsin limited liability company**

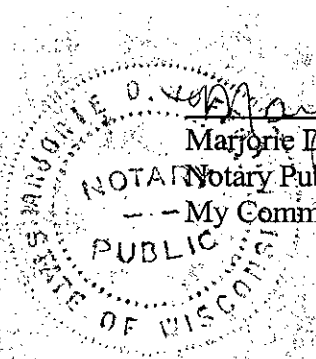
**By: ATC Management Inc., Its Manager**

By: Walter T. Woelfle  
Name: Walter T. Woelfle  
Title: Vice President Legal and Secretary

STATE OF WISCONSIN                    )  
  ) SS.  
COUNTY OF WAUKESHA                )

Personally came before me this 5<sup>th</sup> day of December, 2000, the above-named Walter T. Woelfle, Vice President Legal and Secretary of ATC Management Inc., Manager of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Marjorie D. Hoffmann  
Marjorie D. Hoffmann  
Notary Public, Wisconsin  
My Commission Expires May 16, 2004



Exhib + A

JAN 10 01 00 01 41

County	City Village Township	1/4 Section	Section	Town	Range	Recorded Document Number	Court Case Number	Reel (R) Liber (L) Volume (V)	of Records (R) Deeds (D) Misc. (M) Contracts (C)	Jacket (J) Image (I) Page (P)	State
Waukesha	V/Mukwonago	SE	26	5N	18E	771077		V 1207	D	P 327	WI
Waukesha	V/Mukwonago	SE	26	5N	18E	769597		V 1205	D	P 526	WI
Waukesha	V/Mukwonago	SE	26	5N	18E	770668		V 1207	D	P 22	WI
Waukesha	V/Mukwonago	SE	26	5N	18E	768491		V 1204	D	P 385	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	771078		V 1207	D	P 330	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	774550		V 1212	D	P 459	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	770240		V 1206	D	P 362	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	770239		V 1206	D	P 358	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	768492		V 1204	D	P 388	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	769632		V 1205	D	P 541	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	769633		V 1205	D	P 545	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	769634		V 1205	D	P 548	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	769635		V 1205	D	P 551	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	777258		V 1217	D	P 550	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	768493		V 1204	D	P 391	WI
Waukesha	V/Mukwonago	NE	26	5N	18E	775872		V 1215	D	P 148	WI
Waukesha	V/Mukwonago	NE	26	5N	18E		28653				WI
Waukesha	V/Mukwonago	SE	23	5N	18E	774027		V 1211	D	P 670	WI
Waukesha	V/Mukwonago	SE	23	5N	18E	768494		V 1204	D	P 395	WI
Waukesha	V/Mukwonago	SE	23	5N	18E	769254		V 1205	D	P 292	WI
Waukesha	V/Mukwonago	SE	23	5N	18E	774920		V 1213	D	P 49	WI
Waukesha	V/Mukwonago	NW	24	5N	18E	769636		V 1205	D	P 555	WI
Waukesha	T/Mukwonago	NE	23	5N	18E	771079		V 1207	D	P 333	WI
Waukesha	T/Mukwonago	NW NE	23	5N	18E	771489		V 1208	D	P 17	WI
Waukesha	T/Mukwonago	NW SE NE SE SW	24 23 23 14 14	5N	18E	780143		V 1220	D	P 672	WI
Waukesha	T/Mukwonago	SE SW	14	5N	18E	768498		V 1204	D	P 407	WI
Waukesha	T/Mukwonago	NE NW	14	5N	18E	776336		V 1215	D	P 575	WI
Waukesha	T/Mukwonago	NE	14	5N	18E	768496		V 1204	D	P 401	WI
Waukesha	T/Mukwonago	NE NW	14	5N	18E	776337		V 1215	D	P 578	WI
Waukesha	T/Mukwonago	NW	14	5N	18E	768499		V 1204	D	P 410	WI
Waukesha	T/Mukwonago	SE	11	5N	18E		27852				WI
Waukesha	T/Mukwonago	SW	11	5N	18E	766073		V 1199	D	P 453	WI
Waukesha	T/Mukwonago	SE SW	11	5N	18E	776338		V 1215	D	P 581	WI
Waukesha	T/Mukwonago	SE SW	11	5N	18E	776339		V 1215	D	P 584	WI
Waukesha	T/Mukwonago	SW	11	5N	18E	771080		V 1207	D	P 337	WI
Waukesha	T/Mukwonago	NE NW	11	5N	18E	768500		V 1204	D	P 413	WI
Waukesha	T/Mukwonago	NE NW	11	5N	18E	780743		V 1222	D	P 433	WI

County	City Village Township	1/4 Section	Section Lot (L)	Town	Range	Recorded Document Number	Court Case Number	Reel (R) Liber (L) Volume (V)	of Records (R) Deeds (D) Misc. (M) Contracts (C)	Jacket (J) Image (I) Page (P)	State
Waukesha	T/Mukwonago	SE	2	5N	18E	768497		V 1204	D	P 404	WI
Waukesha	T/Mukwonago	SW	2	5N	18E	768501		V 1204	D	P 416	WI
Waukesha	T/Mukwonago	NE NW	2	5N	18E	789500		V 1233	D	P 669	WI
Waukesha	T/Genesee	SE	35	6N	18E	773000		V 1210	D	P 493	WI
Waukesha	T/Genesee	SE	35	6N	18E	771698		V 1208	D	P 162	WI
Waukesha	T/Genesee	SE	35	6N	18E	776479		V 1215	D	P 679	WI
Waukesha	T/Genesee	SW	36	6N	18E	816090		R 4		I 2026	WI
Waukesha	T/Genesee	SW	36	6N	18E		27852				WI
Waukesha	T/Genesee	SE	36	6N	18E	766514		V 1200	D	P 133	WI
Waukesha	T/Genesee	SE NE	36	6N	18E		27852				WI
Waukesha	T/Genesee	NE	36	6N	18E	789089		V 1233	D	P 376	WI
Waukesha	T/Genesee	NE	36	6N	18E	891248		R 91		I 661	WI
Waukesha	T/Genesee	SE	25	6N	18E	767535		V 1201	D	P 248	WI
Waukesha	T/Genesee	SE	25	6N	18E	874578		R 69		I 929	WI
Waukesha	T/Genesee	SE NE SE	25 25 24	6N	18E	781250		V 1223	D	P 94	WI
Waukesha	T/Genesee	SE	24	6N	18E		27852				WI
Waukesha	T/Genesee	NE	24	6N	18E	777718		V 1218	D	P 279	WI
Waukesha	T/Genesee	SE	13	6N	18E	778187		V 1218	D	P 625	WI
Waukesha	T/Genesee	SE	13	6N	18E	767215		V 1201	D	P 34	WI
Waukesha	T/Genesee	NE	13	6N	18E	780962		V 1222	D	P 600	WI
Waukesha	T/Genesee	NE	13	6N	18E	768495		V 1204	D	P 398	WI
Waukesha	T/Genesee	NE SE	13 12	6N	18E	768004		V 1201	D	P 600	WI
Waukesha	T/Genesee	SE	12	6N	18E	775874		V 1215	D	P 155	WI
Waukesha	T/Genesee	SE NW	12	6N	18E	782920		V 1224	D	P 597	WI
Waukesha	T/Genesee	NE NW SW	12	6N	18E	766513		V 1200	D	P 129	WI
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WC2618688-005

Easement

Document Title

2618688

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

01-19-2001 1:38 PM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 12.00  
REC. FEE-CO: 4.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 5

Recording Area

Name and Return Address

Scott V. Lowry, Attorney  
337 W. Main Street  
Waukesha, WI 53186

1976.091.002

Parcel Identification Number (PIN)

708  
18/5

## AGREEMENT AND EASEMENTS

Patrick Blair (herein referred to as "Blair") is the owner of property generally known as 207 Rochester Street in the Village of Mukwonago.

Abdulla Alysofi and Javed Qureshi (herein referred to as "Alysofi / Qureshi") are the owners of property generally known as 201 Rochester in the Village of Mukwonago.

Blair and Alysofi / Qureshi herein enter into the following agreement regarding the properties known as 201 North Rochester and 207 North Rochester, in the Village of Mukwonago, Waukesha County, Wisconsin more particularly described as:

Lot 1 and Lot 2, Certified Survey Map No. 8273. recorded in Volume 72 of Certified Survey Maps at Pages 157, 158 and 159, being part of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.

### FIRST:

A sign and pole which will be placed and located on the Northeast Corner of Lot 1 (207 N. Rochester Street) and will be owned by Blair, his heirs, executors, administrators, successors, and assigns.

Alysofi / Qureshi shall have the right to use the gas station portion of the sign as long as the sign, or any replacement thereof, remains on the property. Blair shall have the right to use the remaining portion of the sign.

Alysofi / Qureshi shall be responsible for their cost of electricity, insurance and repair relating to their usage of the sign.

Blair shall be responsible for his cost of electricity, insurance and repair relating to his usage of the sign.

Costs that cannot be apportioned shall be split 50-50 between the parties.

### SECOND:

Blair, his heirs, executors, administrators, successors and assigns and the customers and employees of the business located at 207 N. Rochester Street are granted a permanent easement

for parking on the North and West sides of Lot 2 of Certified Survey Map 8273 (201 N. Rochester Street).

Blair, his heirs, executors, administrators, successors and assigns shall be responsible for striping and maintenance of the area referred to in the preceding paragraph.

Two stalls west of the gas station building shall be reserved for the tenants in the upstairs apartment (over the gas station) and these parking spaces are the only parking spaces that these tenants and their guests shall be permitted to use.

The remaining parking within the easement area is solely for Blair and Alysofi / Qureshi customers while using the premises and for Blair and Alysofi / Qureshi employees who are then at work. All other cars may be ticketed and towed at the owner's expense.

This easement shall run with the land and shall bind all heirs, executors, administrators, successors and assigns of Lot 2 of Certified Survey map 8273 (201 N. Rochester Street).

The parking area described herein must be of sufficient size and reasonably adequate, in accordance with Village regulations, to accommodate the business of Blair, his heirs, executors, administrators, successors and assigns.

#### THIRD:

Alysofi / Qureshi, their customers and employees shall retain an easement for ingress and egress over the South side of Lot 1 of Certified Survey Map 8273 (207 N. Rochester Street). This easement shall run with the land and bind all heirs, executors, administrators, successors and assigns of Lot 1 of Certified Survey Map 8273 (207 N. Rochester Street).

#### FOURTH:

Blair shall have a permanent easement for ingress and egress for Blair's customers, employees, and their automobiles across Lot 2 of Certified Survey Map 8273 (201 N. Rochester Street). This easement shall run with the land and bind all heirs, executors, administrators, successors and assigns of Lot 2, Certified Survey Map 8273 (201 N. Rochester Street).

#### FIFTH:

Blair, his heirs, executors, administrators, successors and assigns and Alysofi / Qureshi, their heirs, executors, administrators, successors and assigns shall maintain their respective properties and keep them clean and well maintained.





**SIXTH:**

Blair shall be responsible for salting and removal of snow for the driveway and parking areas located on both Lot 1 and Lot 2 of Certified Survey Map 8273. Alysofi / Qureshi shall pay to Blair 50% of the cost of the plowing and salting Lot 2 of Certified Survey Map 8273 (201 Rochester Street), at a fair market rate. Blair shall pay 100% of the cost of plowing and salting on Lot 1 of Certified Survey Map 8273 (207 N. Rochester Street), at a fair market rate. Blair shall pay 50% of the cost of snow removal on Lot 2 of Certified Survey Map 8273 (201 N. Rochester Street) and 100% of the cost of snow removal on Lot 1 of Certified Survey Map 8273 (207 N. Rochester Street).

**SEVENTH:**

Blair, his heirs, executors, administrators, successors, and assigns shall be responsible for the development and maintenance of the landscaping and parking areas located to the North and West of the building located on Lot 2 of Certified Survey Map 8273 located at 201 N. Rochester Street, Mukwonago, Wisconsin.

**EIGHTH:**

Alysofi / Qureshi shall be responsible for any damage to either property (Lot 1 or Lot 2 of Certified Survey Map 8273) as the result of environmental clean up work, remediation work or the removal or repair of gas dispensing equipment. The cost to repair the damaged landscaping areas, parking areas and/or building structures shall be at the expense of Alysofi / Qureshi.


**NINTH:**

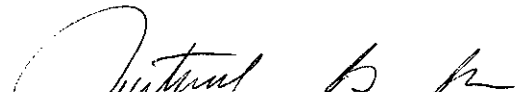
Alysofi / Qureshi agree to indemnify and hold Blair, his heirs, executors, administrators, successors, and assigns harmless against any and all loss or liability, cost or expense -including, without limitation, reasonable attorneys' fees and disbursements -which Blair, his heirs, executors, administrators, successors, and assigns may sustain as a result of, or on account of, any claims arising from, or any liens imposed upon the property located at 201 N. Rochester Street by any federal, state or local authority charged with the enforcement of environmental protection laws and regulations, or by reason of Alysofi / Qureshi's failure, or the failure of any of Alysofi / Qureshi's predecessors in title, or the failure of Alysofi / Qureshi's sub-tenants to perform any of

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its, or their, obligations pursuant to any federal, state or local environmental protection laws and/or regulations and or policies. The provisions of this paragraph shall survive any transfer of the properties located at 207 N. Rochester Street or 201 N. Rochester Street, Mukwonago, Wisconsin.

Dated this 19 day of January, 2000

  
Abdulla Alysofi

  
Pat Blair

  
Javed Qureshi

#### AUTHENTICATION

Signatures of Abdulla Alysofi, Javed Qureshi and Pat Blair authenticated this 19 day of January, 2001.

  
Scott V. Lowry, Member State Bar of Wisconsin

This instrument was drafted by:  
Scott V. Lowry, attorney

WAUKESHA COUNTY, WI  
REGISTER OF DEEDS  
James R Behrend

Recorded On: 10/25/2012 9:21:57 AM

Total Fee: \$30.00 Page(s): 3



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DOCUMENT NO.

**REAL ESTATE MORTGAGE**

(Use For Consumer or Business Transactions)

**GUPTA REAL ESTATE LLC**

("Mortgagor," whether one or more), whose address is  
4350 WEST HIGH VIEW DR, FRANKLIN, WI 53132-7917

mortgages, conveys, assigns, grants a security interest in and warrants to  
Citizens Bank Of Mukwonago

301 N Rochester St PO Box 223, Mukwonago, WI 53149-0223

("Lender") in consideration of the sum of

Two Hundred Seventy Three Thousand Seven Hundred Fifty and 00/100

Dollars

(\$ 273,750.00 ), loaned or to be loaned to **GUPTA REAL ESTATE LLC**

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or  
agreement(s) dated October 22, 2012

Recording Area

Name and Return Address

Citizens Bank Of Mukwonago

301 N Rochester St PO Box 223

Mukwonago, WI 53149-0223

the real estate described below, together with all privileges, hereditaments, easements and  
appurtenances, all rents, leases, issues and profits, all claims, awards and payments made  
as a result of the exercise of the right of eminent domain, all existing and future  
improvements and all goods that are or are to become fixtures (all called the "Property") to  
secure the Obligations described in paragraph 5, including, but not limited to, repayment of  
the sum stated above plus certain other debts, obligations and liabilities arising out of past,  
present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES ALL  
OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED  
THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A  
DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is also given to  
secure all sums advanced and re-advanced to Borrower by Lender from time to time under  
the revolving credit agreement between Borrower and Lender described above.

MUKV 1976-091-002

Parcel Identifier No.

1. **Description of Property.** (This Property is not the homestead of Mortgagor.)

Parcel A: A parcel of land located in part of the Northwest 1/4 of the Southeast 1/4 of Section 26, in Township 5 North, Range 18 East, in the Village of  
Mukwonago, Waukesha County, Wisconsin being described as follows: Commencing at the Northeast corner of Lot 1, in Block 1, of Mukwonago  
Shores Subdivision; thence with the East line of Mukwonago Shores Subdivision North 0 degrees 15 minutes 29 seconds West, 306.30 feet to the  
point of beginning; thence continuing North 4 degrees 15 minutes 29 seconds West 148.22 feet to a point; thence North 81 degrees 57 minutes 52  
seconds East, 39.60 feet to a point; thence South 17 degrees 41 minutes 55 seconds East, 39.45 feet to a point; thence North 70 degrees 23 minutes  
00 seconds East, 141.26 feet to a point; thence South 21 degrees 54 minutes 00 seconds East, 118.48 feet to a point; thence South 76 degrees 14  
minutes 20 seconds West 223.88 feet to the point of beginning. Excepting the Southerly 12 feet thereof.

Parcel B: An undivided interest in the Southerly 12 feet of the following described real estate:

A parcel being part of the Northwest 1/4 of the Southeast 1/4 of Section 26, in Township 5 North, Range 18 East, in the Village of Mukwonago,  
Waukesha County, Wisconsin, being more completely described as follows: Commencing at the Northeast corner of Lot 1, in Block 1 of Mukwonago  
Shores Subdivision; thence With the East line of Mukwonago Shores Subdivision North 4 degrees 15 minutes 29 seconds West, 306.30 feet to the  
point of beginning; thence continuing North 4 degrees 15 minutes 29 seconds West, 148.22 feet to a point; thence North 81 degrees 57 minutes 52  
seconds East, 39.60 feet to a point; thence South 17 degrees 41 minutes 55 seconds East, 39.45 feet to a point; thence North 70 degrees 23 minutes  
00 seconds East, 141.26 feet to a point; thence South 21 degrees 54 minutes 00 seconds East, 118.48 feet to a point; thence South 76 degrees 14  
minutes 20 seconds West, 223.88 feet to the point of beginning.

Tax Key No.: MUKV 1976-091-002

☐ If checked here, description continues or appears on attached sheet(s).

☐ If checked here, this Mortgage is a construction mortgage.

☐ If checked here, Condominium Rider is attached.

2. **Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current  
taxes and assessments not yet due and

3. **Escrow.** Interest will be paid on escrowed funds if an escrow is required under paragraph 8(a).

4. **Additional Provisions.** This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.



**5. Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) to the extent not prohibited by the Wisconsin Consumer Act, if applicable, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future primarily for personal, family or household purposes by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor and agreed in documents evidencing the transaction to be secured by this Mortgage, plus all interest and charges, plus (c) all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future other than primarily for personal, family or household purposes by Lender to any Mortgagor, any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (d) to the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

**6. Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

**7. Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers reasonably satisfactory to Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's satisfaction, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

**8. Mortgagor's Covenants.** Mortgagor covenants:

(a) **Escrow.** If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;

(b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;

(d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

**9. Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including, without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenantable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Unless prohibited by the Wisconsin Consumer Act, if applicable, such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by § 425.105, Wis. Stats., if applicable, or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

**12. Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Unless prohibited by the Wisconsin Consumer Act, if applicable, each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the

Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. **Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. **Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, any collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

15. **Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. **Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. **Expenses.** To the extent not prohibited by the Wisconsin Consumer Act or Chapter 428, Wisconsin Statutes, if applicable, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. **Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. **Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. **Other Provisions.** (If none are stated below, there are no other provisions.)

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

**NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT**

(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL THREE PAGES, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed October 22, 2012  
(Date)

GUPTA REAL ESTATE LLC (SEAL)

A Wisconsin Limited Liability Company  
(Type of Organization)

Wisconsin  
(State of Organization)

G047770  
(Organizational I.D. Number, if any)

By: Manoj Gupta (SEAL)

By: Charu Gupta (SEAL)

By: CHARU GUPTA, Member

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

**AUTHENTICATION OR ACKNOWLEDGMENT**

Signatures of \_\_\_\_\_ **STATE OF Wisconsin** } ss.

County of Waukesha

authenticated this \_\_\_\_\_ day of \_\_\_\_\_ This instrument was acknowledged before me on October 22, 2012  
by MANOJ GUPTA and CHARU GUPTA

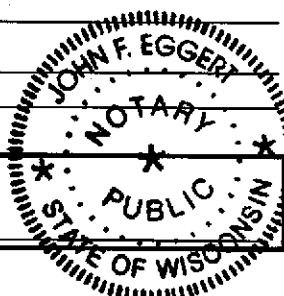
\_\_\_\_\_  
(Name(s) of person(s))

as and Member  
(Type of authority, e.g., officer, trustee, etc., if any)

Title: Member State Bar of Wisconsin or  
authorized under § 706.06, Wis. Stats. of GUPTA REAL ESTATE LLC  
(Name of party in behalf of whom instrument was executed, if any)

This instrument was drafted by  
JESSIE L STOCCHETTI

\*Type or print name signed above.



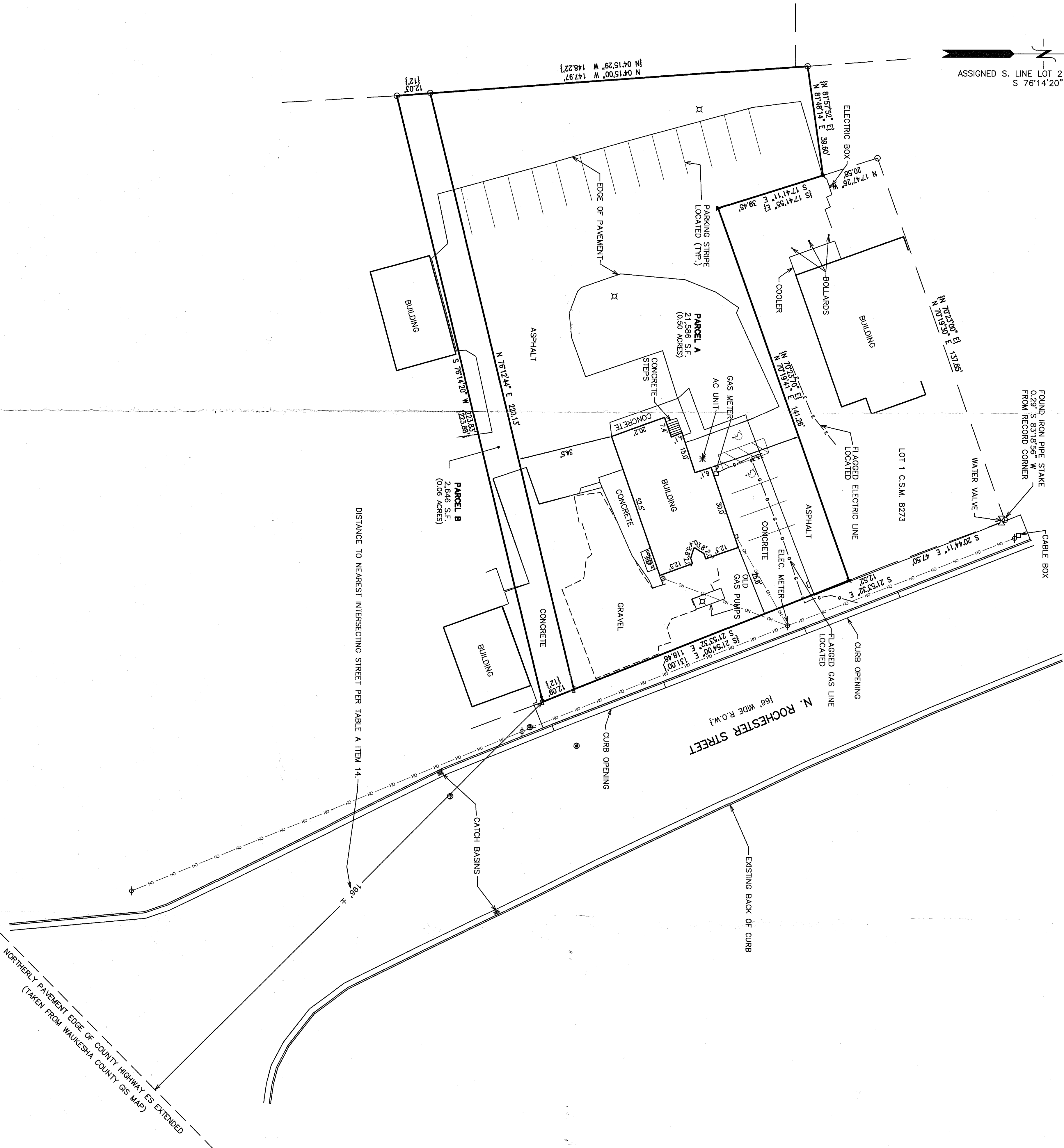
JOHN F EGGERT  
Notary Public, Wisconsin  
My Commission (Expires) April 5, 2015



ALTA/ACSM LAND TITLE SURVEY

99022261  
REGISTER OF DEEDS  
MUKWONAGO, WISCONSIN  
RECORDED ON: 11/14/2021 11:56 AM  
Register of Deeds  
1.00 FEE: \$9.00  
1.00 FEE: \$9.00  
TOTAL FEE: \$18.00  
Book Page -

ASSIGNED S. LINE LOT 2 CSM NO. 8273  
S 76°14'20" W



**PARCEL A:**  
Lot 2 of Certified Survey Map No. 8273 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on May 19, 1997 in Volume 72 of Certified Survey Maps, at Pages 157-158, inclusive, as Document No. 2214123, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 18 East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin, as corrected by an Affidavit of Correction recorded December 30, 1998 as Document No. 2403671. EXCEPTING the Southerly 12 feet thereof.

**PARCEL B:**  
An undivided interest in the Southerly 12 feet of the following described real estate:  
A parcel being part of the Northwest 1/4 of the Southeast 1/4 of Section 28, in Township 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, being more completely described as follows: Commencing at the Northeast corner of Lot 1, in Block 1 of Mukwonago Shores Subdivision; thence with the East line of Mukwonago Shores Subdivision North 04° 15' 29" West, 306.30 feet to the point of beginning; thence continuing North 04° 15' 29" West, 148.22 feet to a point; thence North 81° 57' 52" East, 38.60 feet to a point; thence South 17° 41' 55" East, 39.45 feet to a point; thence North 70° 23' 00" East, 141.26 feet to a point; thence South 21° 54' 00" East, 118.48 feet to a point; thence South 76° 14' 20" West, 223.88 feet to the point of beginning.

*For informational purposes only:*  
Property Address: 201 North Rochester Street, Mukwonago, WI 53149  
Property Number: MUKV 1976.091.002 (Parcel A) and MUKV 1976.096.001 (Parcel B)  
Tax Key Number: MUKV 1976.091.002 (Parcel A) and MUKV 1976.096.001 (Parcel B)

LEGAL DESCRIPTION PER KNIGHT BERRY TITLE GROUP FILE NUMBER 2101035 DATED 10/20/2021

- LEGEND
- = FOUND IRON PIPE STAKE
  - ✕ = FOUND CHISELED "X" IN CONCRETE
  - ✦ = SET IRON REBAR STAKE
  - ▲ = SET MAGNETIC NAIL IN ASPHALT
  - ⊙ = UTILITY POLE
  - ⊙ = LIGHT POLE
  - ⊙ = MANHOLE
  - = OVERHEAD WIRES
  - ⌘⌘⌘ = RECORDED AS

NOTE: SITE LOCATED ON FEMA PANEL 551330427G REVISED NOVEMBER 5, 2014. PANEL DESIGNATED SITE "OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD" - ZONE "X".

17 PARKING SPACES INCLUDING TWO HANDICAP STALLS.

EXCEPTION 14 IN SCHEDULE B, PART 2 OF THE TITLE COMMITMENT PROVIDED REFERENCES "AGREEMENT AND EASEMENTS" RECORDED AS DOCUMENT NO. 2224155, THAT DOCUMENT DOES NOT APPEAR TO CONTAIN ANY DEFINABLE EASEMENTS THAT CAN BE SHOWN ON THIS MAP.

EXCEPTION 15 IN SCHEDULE B, PART 2 OF THE TITLE COMMITMENT PROVIDED REFERENCES A "GROUNDWATER USE RESTRICTION" THAT APPEARS TO AFFECT THE LANDS SURVEYED HEREON AND IS RECORDED AS DOCUMENT NO. 2533029.

EXCEPTION 16 IN SCHEDULE B, PART 2 OF THE TITLE COMMITMENT PROVIDED REFERENCES AN "EASEMENT ASSIGNMENT BY AND BETWEEN WISCONSIN ELECTRIC POWER COMPANY AND AMERICAN TRANSMISSION COMPANY LLC" RECORDED AS DOCUMENT NO. 2615803. THIS DOCUMENT REFERENCES DOZENS OF DOCUMENTS THAT MAY OR MAY NOT IMPACT THE LANDS SURVEYED HEREON.

EXCEPTION 17 IN SCHEDULE B, PART 2 OF THE TITLE COMMITMENT PROVIDED REFERENCES AN "EASEMENT ASSIGNMENT BY AND BETWEEN WISCONSIN ELECTRIC POWER COMPANY AND AMERICAN TRANSMISSION COMPANY LLC" RECORDED AS DOCUMENT NO. 2615804. THIS DOCUMENT REFERENCES DOZENS OF DOCUMENTS THAT MAY OR MAY NOT IMPACT THE LANDS SURVEYED HEREON.

EXCEPTION 18 IN SCHEDULE B, PART 2 OF THE TITLE COMMITMENT PROVIDED REFERENCES "AGREEMENT AND EASEMENTS" RECORDED AS DOCUMENT NO. 2618688, THAT DOCUMENT DOES NOT APPEAR TO CONTAIN ANY DEFINABLE EASEMENTS THAT CAN BE SHOWN ON THIS MAP.

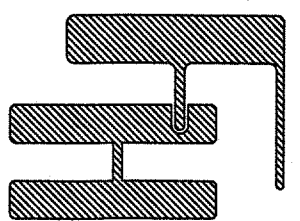
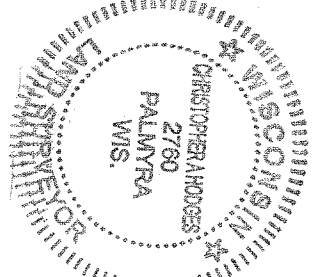
EXCEPTION 20 IN SCHEDULE B, PART 2 OF THE TITLE COMMITMENT PROVIDED REFERENCES A "NOTICE OF LIEN" ISSUED BY THE DEPARTMENT OF NATURAL RESOURCES THAT APPEARS TO IMPACT THE LANDS SURVEYED HEREON AND IS RECORDED AS DOCUMENT NO. 3861514.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2015 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSCM, AND THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF WISCONSIN, NOVEMBER 11, 2021.

DATE OF PLAT OR MAP: 12/14/2021

CHRISTOPHER A. HOOBS P.L.S. 2760



ALTA SURVEY  
201 N. ROCHESTER STREET  
MUKWONAGO, WISCONSIN

— WORK ORDERED BY —  
JOHN THEISEN — D1341 ASSOCIATES, LLC  
PO BOX 166 / 2100 CHURCH STREET  
EAST TROY, WISCONSIN 53120

FARRIS - HANSEN & ASSOCIATES, INC.  
ENGINEERING — ARCHITECTURE — SURVEYING  
7 RIDGWAY COURT P.O. BOX 437  
ELKHORN, WISCONSIN 53121  
OFFICE: (262) 723-2098 FAX: (262) 723-5886

REVISIONS

PROJECT NO.  
10590  
DATE  
12/14/2021  
SHEET NO.  
1 OF 1









Legend

- Municipal Boundary\_2K
- Parcel\_Dimension\_2K
- Note\_Text\_2K
- Lots\_2K
  - Lot
  - Unit
  - General Common Element
  - Outlot
- SimultaneousConveyance
  - Assessor Plat
  - CSM
  - Condominium
  - Subdivision
- Cartoline\_2K
  - EA-Easement\_Line
  - PL-DA
  - PL-Extended\_Tie\_line
  - PL-Meander\_Line
  - PL-Note
  - PL-Tie
  - PL-Tie\_Line
  - <all other values>
- Railroad\_2K

0 35.37 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

Printed: 9/12/2022

