

**Village of Somers  
7511 12th Street  
Somers, WI 53171**

**Special Village Work Session Meeting  
Agenda  
Tuesday, April 22<sup>nd</sup>, 2025  
4:30 p.m.**

<b>Village Board Work Session Meeting:</b>	
<b>Item #</b>	
1	Call to Order
2	Discuss and review proposed development agreement with Somers Gateway LLC (Fueling/gasoline service station and outdoor dining project Parcel #82-4-222-073-0311)
3	Discuss and review proposed development agreement with Good Company US LLC (Hotel project Parcel # 82-4-222-073-0314)
4	Motion to convene into closed session per Wisconsin State Statute §19.85(1)(c) and (e) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility, specifically interim Village/Town Administrator position. (Roll call required)
5	Reconvene in Open Session (Roll call vote required)
6	The Village Board will not take action on items discussed in Closed Session
7	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the April 22<sup>nd</sup>, 2025 Special Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 17<sup>th</sup> day of April, 2025.

Wendy Burnette, Clerk-Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**

**VILLAGE OF SOMERS  
VILLAGE BOARD  
WORK SESSION ITEM MEMORANDUM**

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**WORK SESSION:** April 15<sup>th</sup>, 2025

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Jason J. Peters, Administrator

**AGENDA ITEM:** #2 Discuss and review proposed development agreement with Somers Gateway LLC (Fueling/gasoline service station and outdoor dining project Parcel #82-4-222-073-0311)

#3 Discuss and review proposed development agreement with Good Company US LLC (Hotel project Parcel # 82-4-222-073-0314)

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**BACKGROUND:**

In July of 2024, the Board conditionally approved the Somers Gateway project at the NE corner of CTH E and East Frontage Road. The project would include a fueling/gasoline service station with associated convenience store, restaurants and drive-throughs in addition to a hotel. Golden Oil will be constructing the convenience store and Dr. Bhatara constructing the hotel. As is the Village's standard practice, no permits to go vertical are issued until a development agreement is executed.

This fall, Golden Oil was granted a grading permit for the site. They were informed that while allowed without a development agreement they were moving forward at their own risk as a development agreement had not been executed. They choose to move forward.

On January 7<sup>th</sup>, the Board was given updates on all our development in the Village. The Board expressed concern that we have not heard from the Hotel Developer. Administration was informed that no more early start permits should be granted until the Village had received assurances that the Hotel was still coming.

On February 4<sup>th</sup>, the Board was given an update regarding progress that has been made with the Hotel Developer and the discussions with Golden Oil regarding possible TID Assistance from TID #8. As you may recall, both Golden Oil and the Hotel project indicated that they would be asking for TID assistance. In their first draft, Golden Oil had requested approximately \$7 million in TID assistance from TID #8. This is not possible within this district for three reasons. One, the increment created by the hotel and

convenience store does not create enough increment. Two, the remaining years on TID #8 does not support that high of repayment. Three, TID #8 was to be the contributing TID to the payback of Tawani's letter of credit. As a reminder, the Village is contractually obligated to pay this back by 2031. Administration worked with Ehlers to run scenarios for the payback of the letter of credit. As a reminder, this is paid back through a combination of special assessments and the use of TID increment. If no other project costs are incurred in TID #3 and TID #6, we are confident that the letter of credit can be paid off by our contractual obligation. Administration would still be cautious as to using all of TID #8 potential increment for these projects.

On February 19<sup>th</sup> the Board met in closed session to discuss what assistance they were willing to provide. Given that Golden Oil is putting in approximately \$3.25 million dollars of infrastructure for their own project, which will allow for the building of the Hotel project for provide infrastructure for two additional commercial lots, the Board was willing to offer a "Pay as you go" incentive of up to two million dollars.

Since this time, Golden Oil has worked diligently to have their plans updated. In March and early April, Golden Oil, the Village and the County worked together to come up with a solution to avoid the necessity of a drainage easement to the north. Said easement was delaying Golden Oil's final plans.

At our April 15<sup>th</sup> Work Session, the Board was presented with the Development Agreement for the Somers Gateway LLC (Fueling/gasoline service station and outdoor dining) portion of the project. The direction from the Board was that this Development Agreement would not be acted upon until "they were assured" that the Hotel Project was forthcoming. Administrator Peters explained in his memo of April 15<sup>th</sup> and at the meeting that the Hotel's development agreement was forthcoming.

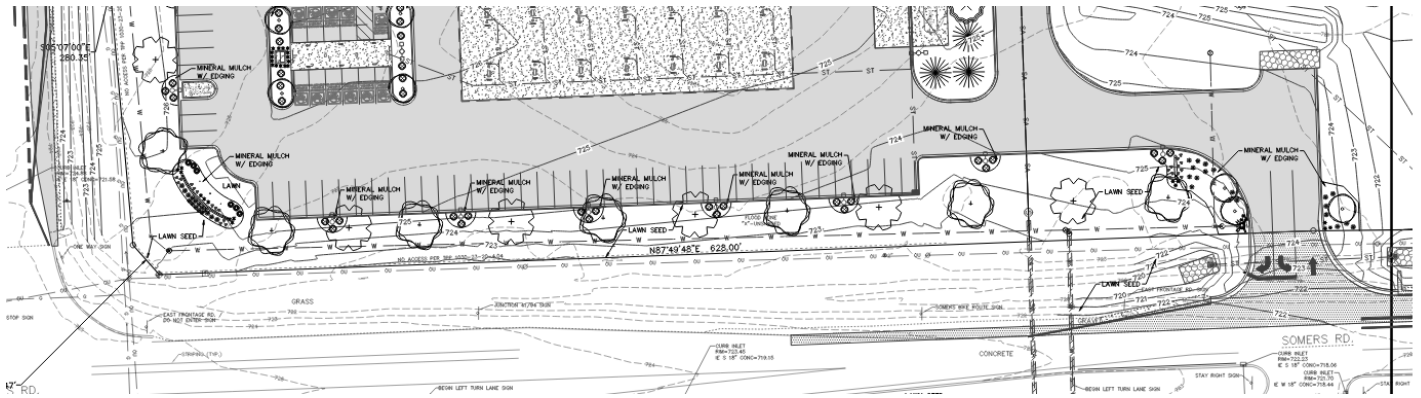
Attached you will find a draft of Golden Oil's development agreement. This draft has been provided to Golden Oil. At this time, the final exhibits have not been attached. Some minor adjustments based on comments from the County are being addressed at this time and the exhibits should be available once the Board take formal action.

Under the language of the Development agreement Golden Oil will be bringing sewer and water to the North Side of CTH E. This portion of the utility work will be publicly bid. Golden Oil will be depositing funds or providing a letter of credit for this work.

Under the Development agreement, TID #8 is willing to provide up to \$2,000,000. This \$2,000,000 will be paid from the increment created by the new convenience store, hotel and any other development that may happen. Golden Oil also guarantee that \$14,000,000 of increment will be created. This figure comes from an estimated value of the travel cent of \$4,000,000 and a value of \$10,000,000 from the Hotel. There has been a lot of conjecture as to when and whether the hotel project is coming. To put it plainly, if the hotel does not come, there is significantly less increment, and Golden Oil will receive significantly less than the \$2,000,000. Golden Oil has a huge interest in making sure this hotel project comes to fruition in TID #8.

Trustee Nelson had requested that trees be planted in a similar fashion along CTH E as the Pritzker Project. This was something that Golden Oil was agreeable to during the meetings. While the Somers Gateway Development Street trees along CTH E are not the

exact same spacing or species as Pritzker, the trees have been proposed in a similar fashion along the CTH E Corridor into Somers. Pritzker installed Red Sunset Maples and Somers Gateway is proposing an alternating pattern of Autumn Blaze Maples and Greenspire Lindens. Different species were selected to create a different, but similar visual appeal and to avoid any potential issues in the future if a tree disease were to infect one of the sites. The portion of the landscape plan is below:



We believe that this will provide the desired boulevard effect.

Concerns has been raised in the past regarding how future road maintenance issues will be handled for the projects, as the interior roads are “private roads”. Language has been added to the agreements that allow the Village to complete maintenance projects and specially assess the properties, if the property owners fail to maintain said roads.

Attached you will also find the draft of the Hotel’s development agreement. The LLC created for the Hotel is Good Company US LLC. This is a straightforward development agreement. There a no incentives provided for the Hotel. This was a part of Administration’s negotiations with both Developers. The Hotel has in the past provided the Village with evidence of their financial wherewithal to quality for financing and the Development Agreement is their last step in obtain their construction loan.

The Village Attorney was not able to provide a Development Agreement has he was taking request from Trustees to make changes to the incentives. Administration hopes to be able to provide a copy before the meeting.

If the Board is agreeable the language in the proposed Development Agreements, Administration would suggest taking action at our April 22<sup>nd</sup> Board Meeting.

#### ATTACHMENTS:

Somers Gateway LLC Site Plan

Somers Gateway LLC legal description

Somers Gateway LLC Renderings

Somers Gateway LLC Stormwater Management Plan

Somers Gateway LLC Photometric Plan

Somers Gateway LLC Sewers Connection Fee

Somers Gateway LLC Traffic Improvements

Somers Gateway LLC Certified Survey Map

Somers Gateway LLC Off site Utilities

Somers Gateway LLC Onsite Utilities

Somers Gateway LLC Letter of Credit

Good Company US LLC Development Agreement

Good Company US LLC CSM

Good Company US LLC Site Plan

Good Company US LLC PUD

Good Company US LLC Landscaping Plan

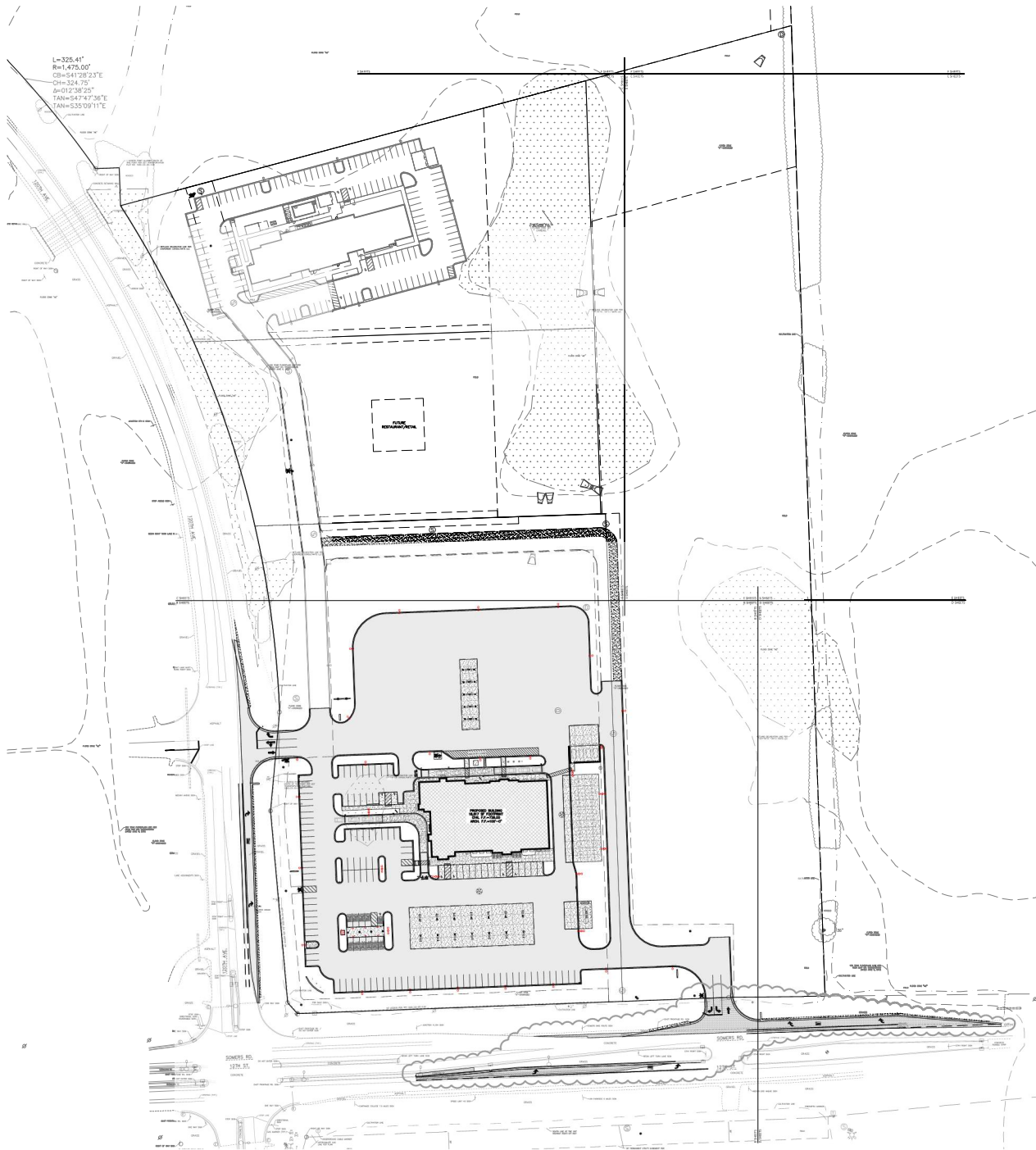
Good Company US LLC Renderings

Good Company US LLC Stormwater Management Plan

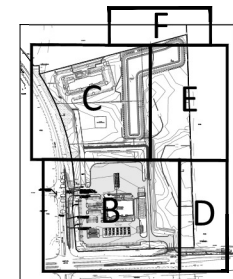
Good Company US LLC Photometric Plan

Good Company US LLC Sewer plan

Good Company US LLC Letter of Credit



**SPECIFICATION NOTE:**  
SEE SHEET CO.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



**KEY PLAN**  
NTS



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<b>MILWAUKEE</b> 1000 N. 11th St Milwaukee, WI 53233 PHONE 414 224-8710 FAX 414 224-8710	<b>WAUSAU</b> 5000 Lake Ave Wausau, WI 54981 PHONE 715 849-3141 FAX 715 849-3141

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PROPOSED DEVELOPMENT FOR:

# GOLDEN OIL - SOMERS GATEWAY CENTER

SOMERS WISCONSIN

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**REVISIONS**

▲	NOV. 22, 2024
▲	
▲	
▲	
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**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPEIDTOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE  
**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550



**SITE PLAN - OVERALL**  
SHEET: **C1.1A**

**ISSUED FOR CONSTRUCTION**

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

PART OF THE NORTHWEST 1/4, NORTHEAST 1/4  
& SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST,  
VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of Arlo F. and Jeanne L. Funk Trust bounded and described as follows:

Part of the Northwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 7, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin being more particularly described as follows:

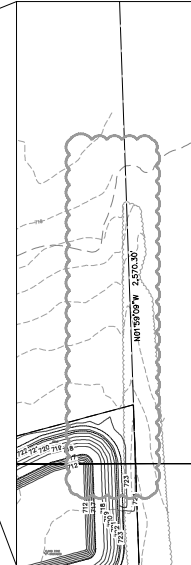
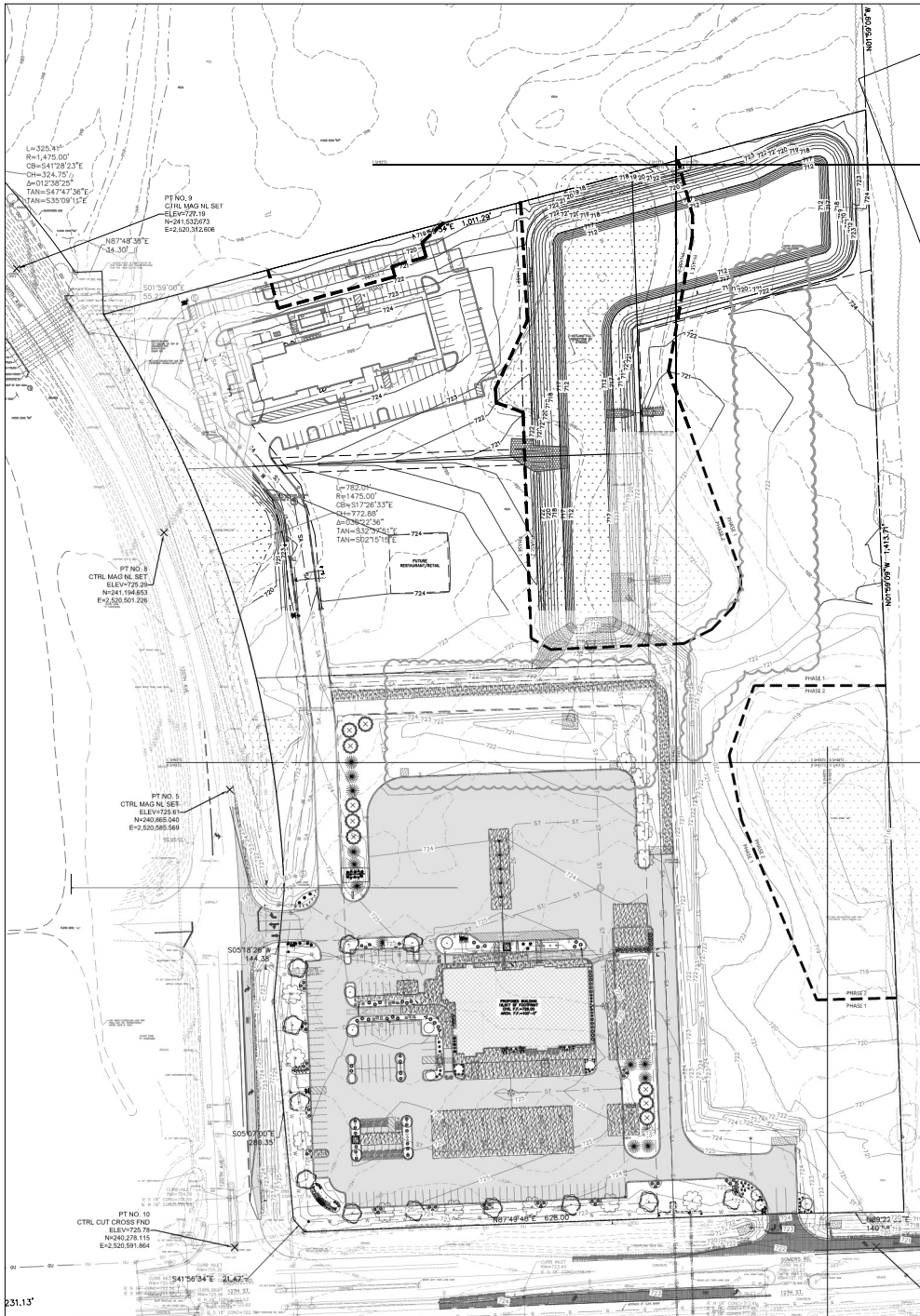
Commencing at Southeast corner of the Southwest 1/4 of said Section 7; thence North 01°-59'-09" West along the East line of said Southwest 1/4, a distance of 81.20 feet to the North right-of-way line of County Trunk Highway "E", said point being the point of beginning; thence continuing North 01°-59'-09" West along said East line, a distance of 2,570.30 feet to the Northeast corner of said Southwest 1/4; thence South 87°-47'-29" West along the North line of said Southwest 1/4, a distance of 1,151.84 feet to the East line of Certified Survey Map No. 1919, recorded in the Kenosha County Register of Deeds Office as Document No. 1038241; thence South 01°-44'-34" East along said East line, a distance of 600.00 feet to the South line of said Certified Survey Map; thence South 87°-47'-29" West along said South line, a distance of 505.73 feet to the Easterly right-of-way line of the East Frontage Road; thence Southeasterly 351.82 feet along said Easterly line on a curve to the left having a radius of 1,335.00 feet, the chord of said curve bears South 40°-14'-37" East, a chord distance of 350.80 feet; thence South 47°-47'-36" East along said Easterly line, a distance of 292.63 feet; thence North 42°-12'-24" East along said Easterly line, a distance of 10.00 feet; thence Southeasterly 325.41 feet along said Easterly line on a curve to the right having a radius of 1,475.00 feet, the chord of said curve bears South 41°-28'-23" East, a chord distance of 324.75 feet; thence North 87°-48'-38" East along said Easterly line, a distance of 34.30 feet; thence South 01°-59'-00" East along said Easterly line, a distance of 55.22 feet; thence Southeasterly 782.01 feet along said Easterly line on a curve to the right having a radius of 1,475.00 feet, the chord of said curve bears South 17°-26'-33" East, a chord distance of 772.88 feet; thence South 05°-18'-28" West along said Easterly line, a distance of 144.38 feet; thence South 05°-07'-00" East along said Easterly line, a distance of 280.35 feet; thence South 41°-56'-34" East along said Easterly line, a distance of 21.47 feet to the North right-of-way line of County Trunk Highway "E"; thence North 87°-49'-48" East along said North line, a distance of 628.00 feet; thence North 89°-22'-39" East along said North line, a distance of 140.58 feet to the point of beginning and containing 62.027 acres (2,701,904 sq. ft.) of land more or less.

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

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Somers in surveying, dividing and mapping the same.

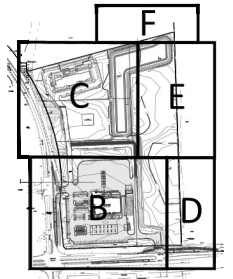
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Ryan Wilgreen, P.L.S. No. S-2647  
ryan.w@excelengineer.com  
Excel Engineering, Inc.  
Fond du Lac, Wisconsin 54935  
Project Number: 2266000



**VERTICAL DATUM CONVERSION**  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
 2. NAVD83 = NAVD83 + 0.17 FT

**SPECIFICATION NOTE:**  
 SEE SHEET CO.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



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 5000 Lake Ave.  
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PROPOSED DEVELOPMENT FOR:

# GOLDEN OIL - SOMERS GATEWAY CENTER

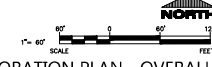
SOMERS WISCONSIN

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**REVISIONS**

NOV. 22, 2024	
APR. 2, 2025	

**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPECITOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE  
**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550  
**DATE:** OCT. 28, 2024



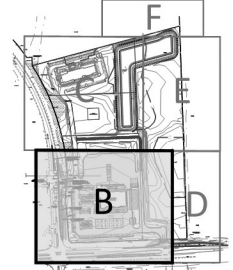
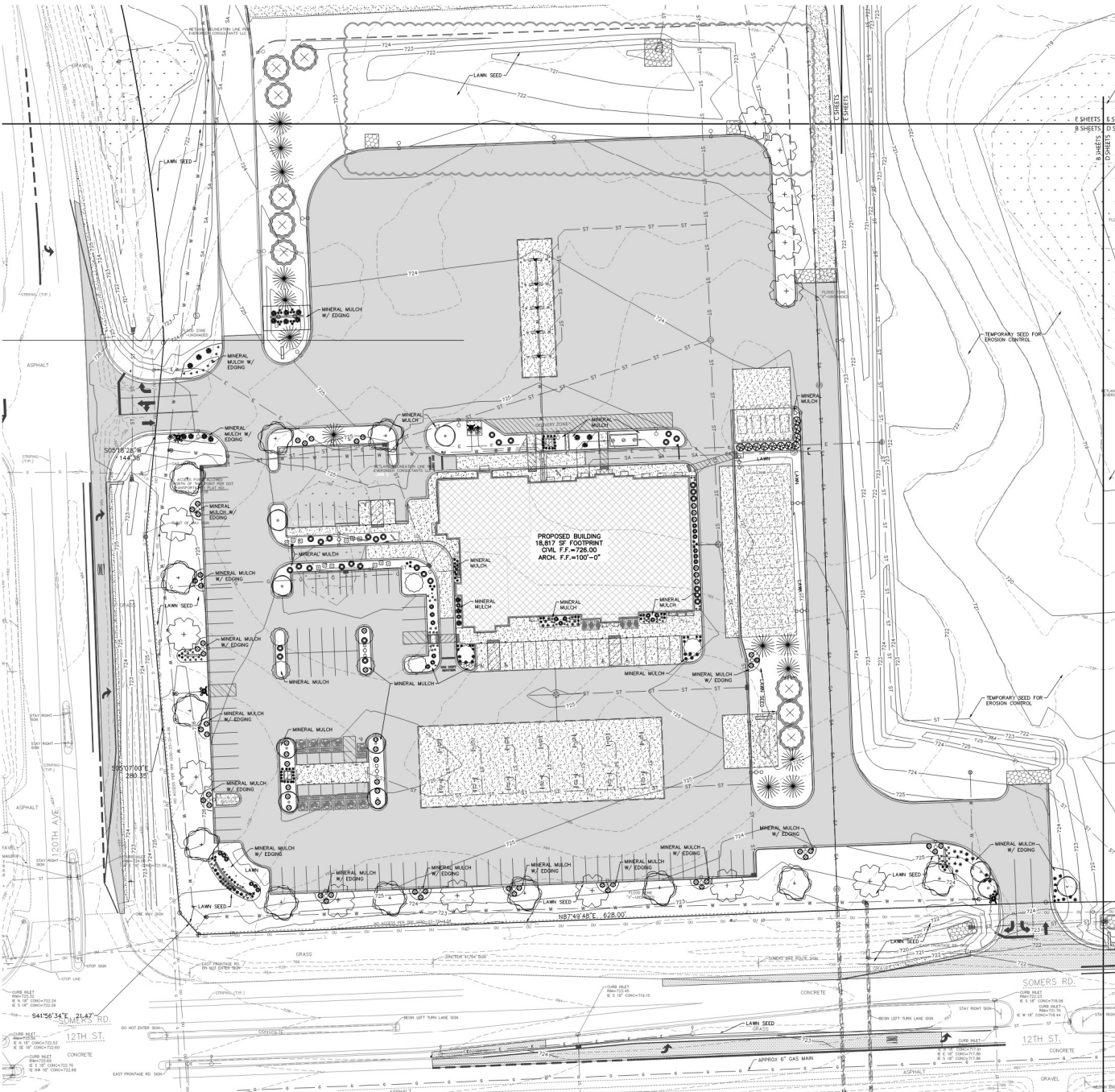
LANDSCAPE AND RESTORATION PLAN - OVERALL  
 SHEET: **C1.4A**  
 ISSUED FOR CONSTRUCTION

**VERTICAL DATUM CONVERSION**

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**KEY PLAN**  
NTS

**LANDSCAPING NOTES**

SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	QUANTITY
<b>DECIDUOUS TREES</b>				
○	Ashburn Blaze Maple	Acer x freemanii 'Jeffersred'	2"	12
○	Greenleaf Linden	Tilia cordata 'Yorvampire'	2"	13
○	Flowering Catclaw (Spring Snow)	Malus x rubra (Spring Snow)	2"	6
○	Japanese Tree Lilac	Syringa reticulata	5" tall	10
<b>EVERGREEN TREES</b>				
●	Black Hills Spruce	Picea glauca	6"	13
●	Austrian Pine	Pinus nigra	4"	9
<b>DECIDUOUS SHRUBS</b>				
●	Wedge Camellia	Wedges Florida 'coastal'	24"	19
○	Galunneum Spirea	Spirea x barnebyi 'Salsmond'	24"	12
●	Shrub Roses	Eclairer series 'Alex. Mackenzie'	1 gal pot	26
●	Sunrise Forsythia	Forsythia 'Sunrise'	18"-24"	31
<b>EVERGREEN SHRUBS</b>				
●	Tachy Arborvitae	Thuja occidentalis	48"	11
●	Watergreen Boxwood	Buxus microphylla var. 'Watergreen'	42"-48"	65
<b>PERENNIALS</b>				
★	Karl Foerster Reed Grass	Calamagrostis x ovaliflora 'Karl Foerster'	1 gal pot	105
★	Duyalis 'Stalo de Oro'	Hemerocallis 'Stalo de Oro'	1 gal pot	83
★	Oriental Lily - Friso	Lilium	1 gal pot	29
★	Cheering Broadleaf Sedge	Carex sibirica	1 gal pot	24

**LANDSCAPING CALCULATIONS**

ZONE	REQ. PLANTS	PLANTS PROVIDED
OPEN YARD AREA (EXTERIOR)	1 DECIDUOUS/EVERGREEN TREE PER 1,000 SF MIN. 180 SF ISLAND SIZE 44,840 SF / 1,000 SF = 45 TREES	12 EVERGREEN & 5 DECIDUOUS TREES PROVIDED
OPEN YARD AREA (INTERIOR)	1 DECIDUOUS/EVERGREEN TREE PER 1,000 SF MIN. 180 SF ISLAND SIZE 15,911 SF / 1,000 SF = 16 TREES	4 EVERGREEN 12 DECIDUOUS 24 DECIDUOUS/EVERGREEN TREES PROVIDED
BUILDING FOUNDATION	1 ORNAMENTAL TREE OR 2 SHRUBS PER 20' 145' / 20' = 33 TREES OR 66 SHRUBS	26 EVERGREEN/DECIDUOUS SHRUBS 56 PERENNIALS
STREET FRONTAGE (SOUTH)	1 EVERGREEN/DECIDUOUS TREE PER 50' 400' / 50' = 8 EVERGREEN/DECIDUOUS TREES	9 DECIDUOUS TREES (3) 2 EVERGREEN/DECIDUOUS SHRUBS (1)
STREET FRONTAGE (WEST)	1 ORNAMENTAL TREE OR 2 SHRUBS PER 50' 699' / 50' = 14 EVERGREEN/DECIDUOUS TREES	10 PERENNIALS 7 DECIDUOUS TREES 24 DECIDUOUS/EVERGREEN SHRUBS (7)
PARKING LOT (WEST)	1 EVERGREEN/DECIDUOUS TREE PER 25' 279' / 25' = 11 EVERGREEN/DECIDUOUS TREES	15 SHRUBS (4) & STREET TREES
PARKING LOT (SOUTH)	1 EVERGREEN/DECIDUOUS TREE PER 25' 360' / 25' = 14 EVERGREEN/DECIDUOUS TREES	15 SHRUBS (4) & STREET TREES
PARKING LOT (INTERIOR)	EVERY INTERNAL LANDSCAPE ISLAND SHALL CONTAIN AT LEAST ONE DECIDUOUS OR EVERGREEN TREE	PROVIDED

\*\*TOTALS IN ( ) ARE TRUE EQUIVALENTS\*\*

PROPOSED DEVELOPMENT FOR:

**GOLDEN OIL - SOMERS GATEWAY CENTER**

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**REVISIONS**

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▲	APR. 2, 2025

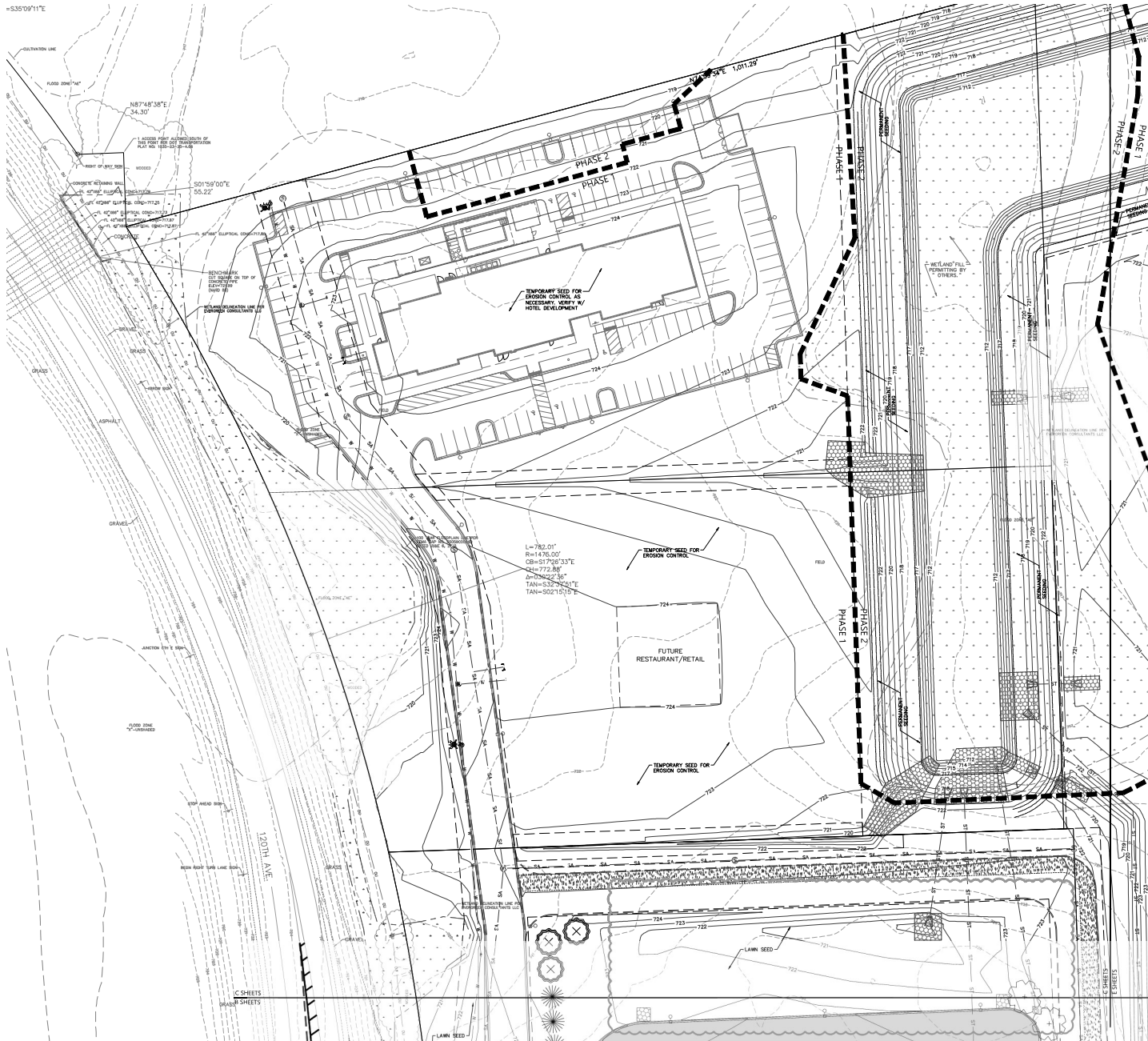
**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPEDITOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE  
**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550

**DATE:** OCT. 28, 2024  
**SHEET:** C1.4B

**LANDSCAPE AND RESTORATION PLAN - SOUTHWEST**

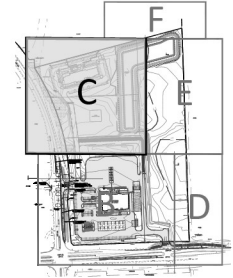
**ISSUED FOR CONSTRUCTION**

=535°09'11"E



**VERTICAL DATUM CONVERSION**  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
 2. NAVD83 = MGV2008 ± 0.17 FT

**SPECIFICATION NOTE:**  
 SEE SHEET CO.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



KEY PLAN  
 NTS

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 1000 N. Lincoln Drive, St. Louis, MO 63102  
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 FAX: (314) 433-3100

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PROPOSED DEVELOPMENT FOR:

# GOLDEN OIL - SOMERS GATEWAY CENTER

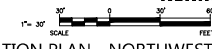
SOMERS WISCONSIN

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**REVISIONS**

1	APR. 2, 2025

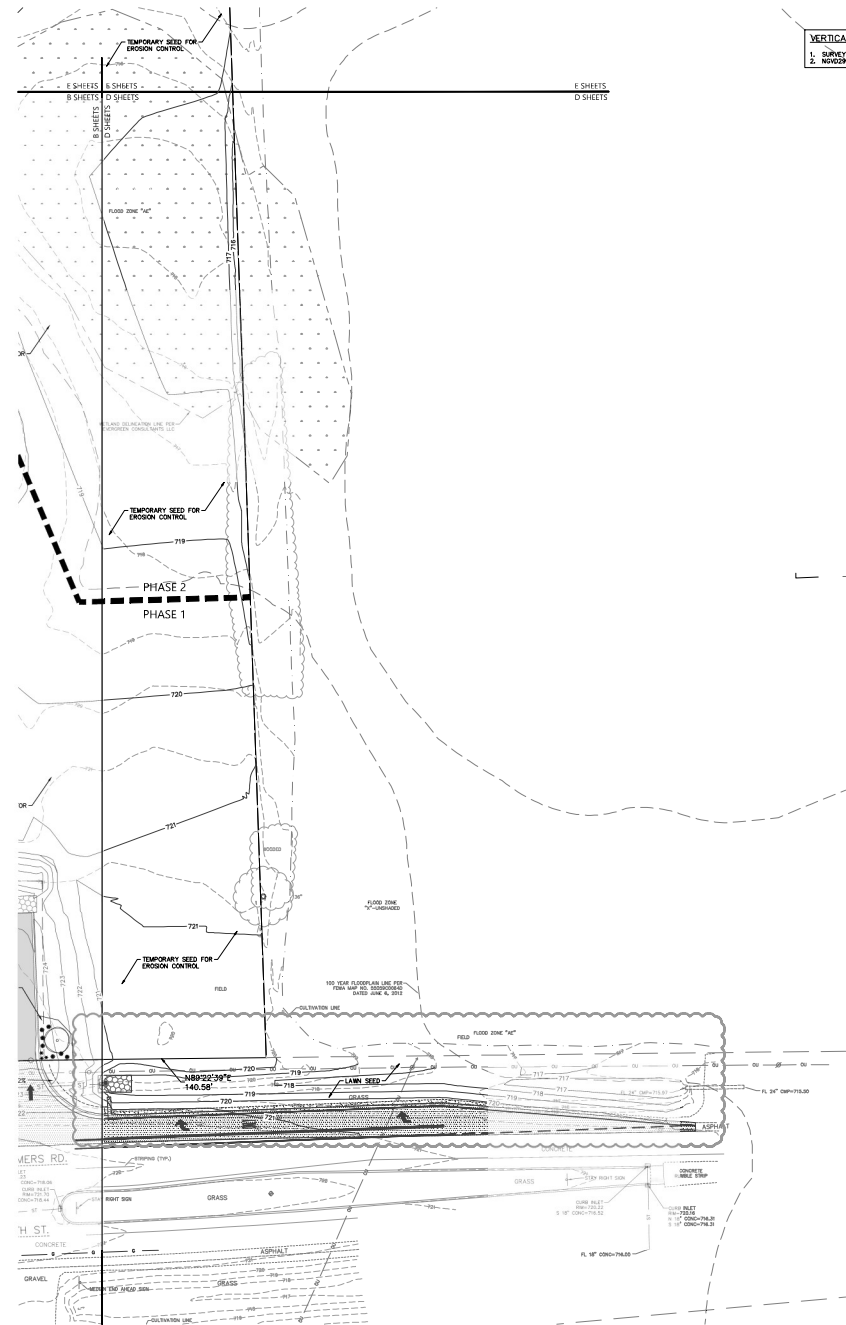
**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
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LANDSCAPE AND RESTORATION PLAN - NORTHWEST  
 EXCEL JOB # 226000

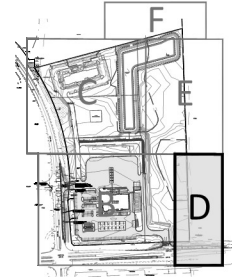
ISSUED FOR CONSTRUCTION

**SHEET C1.4C**



**VERTICAL DATUM CONVERSION**  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAD83  
 2. NAD83 = NAVD83 + 0.17 FT.

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KEY PLAN  
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<b>FOX CITY</b> 1011 Main Street P.O. Box 620 Madison, WI 53703 PHONE 608 746-5700 1-800-286-0204 FAX 608 746-5004	<b>MADISON</b> 1260 Linden Drive Lakeside, WI 53628 PHONE 608 448-2240 FAX 608 448-2240
<b>MILWAUKEE</b> 1000 N. 11th Street Columbus, WI 53002 PHONE 414 224-8710 FAX 414 224-8710	<b>WAUSAU</b> 5000 Lake Ave Wausau, WI 54981 PHONE 715 849-2141 FAX 715 849-2141

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**GOLDEN OIL - SOMERS GATEWAY CENTER**  
 SOMERS  
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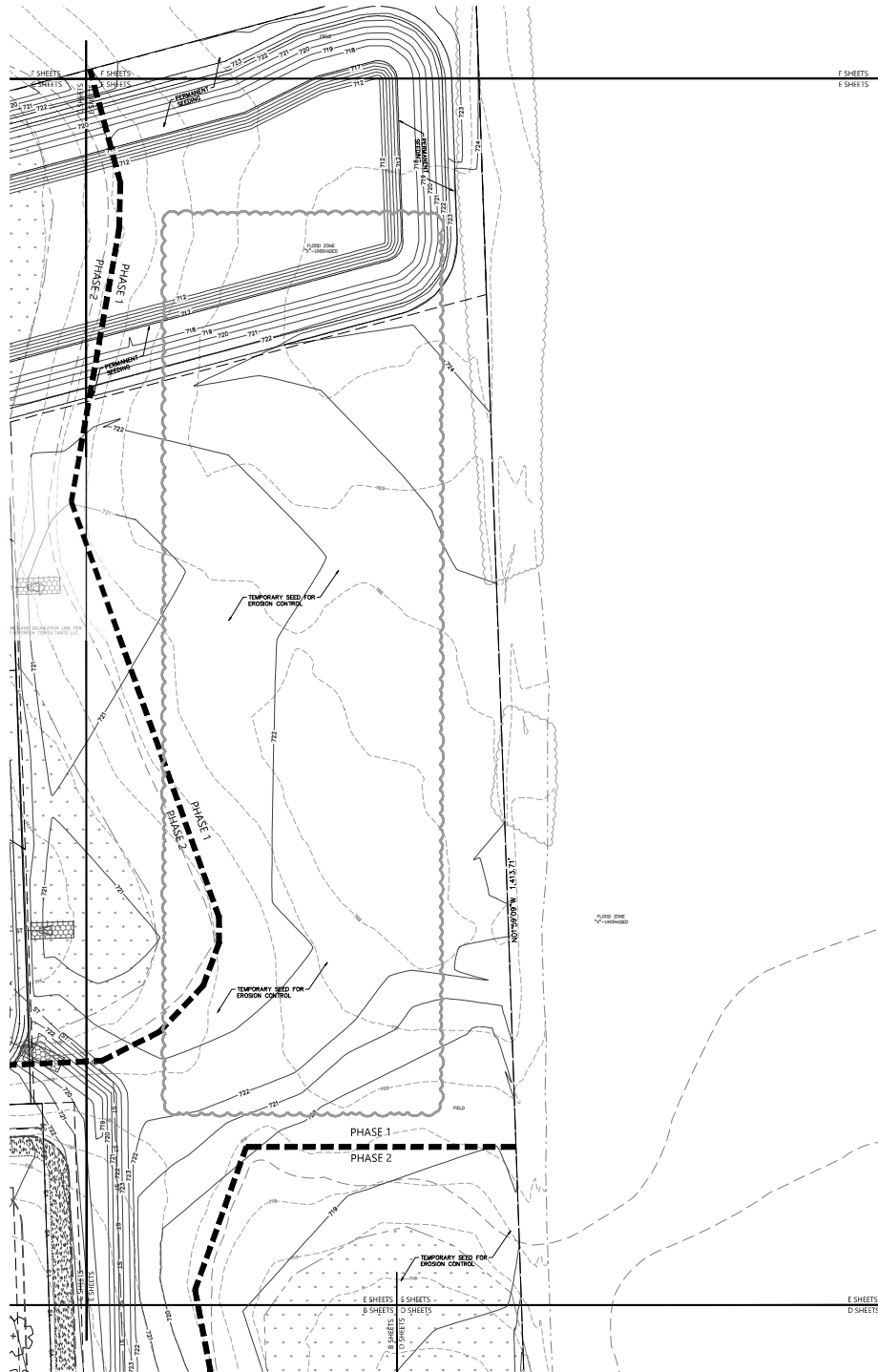
**REVISIONS**

NOV. 22, 2024

**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPEIDTOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE  
**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550

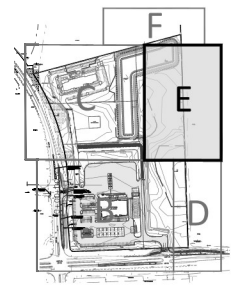


LANDSCAPE AND RESTORATION PLAN - SOUTHEAST  
 SHEET: **C1.4D**  
 DATE: OCT. 28, 2024  
**ISSUED FOR CONSTRUCTION**



**VERTICAL DATUM CONVERSION**  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
 2. NAVD83 = NAVG88 + 0.11 FT

**SPECIFICATION NOTE:**  
 SEE SHEET CO.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



**KEY PLAN**  
 NTS

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 1000 N. 11th St., Columbus, WI 53001  
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**www.kellerlab.com**

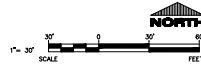
**PROPOSED DEVELOPMENT FOR:**  
**GOLDEN OIL - SOMERS GATEWAY CENTER**  
 SOMERS, WISCONSIN

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**REVISIONS**

▲	APR. 2, 2025
▲	
▲	
▲	
▲	

**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPEIDTOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE  
**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550  
**DATE:** OCT. 28, 2024



**LANDSCAPE AND RESTORATION PLAN - NORTHEAST**  
 SHEET: **C1.4E**  
**ISSUED FOR CONSTRUCTION**

**VERTICAL DATUM CONVERSION**  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
 2. NAD83 = NAVD83 + 0.17 FT

**SPECIFICATION NOTE:**  
 SEE SHEET CO.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



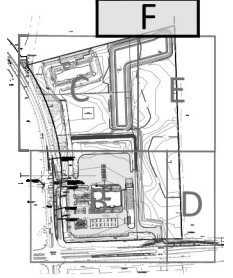
**Keller**  
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 1014 Main Street  
 P.O. Box 620  
 Madison, WI 53701  
 PHONE (608) 766-5700 / (608) 266-2700  
 FAX (608) 766-5004

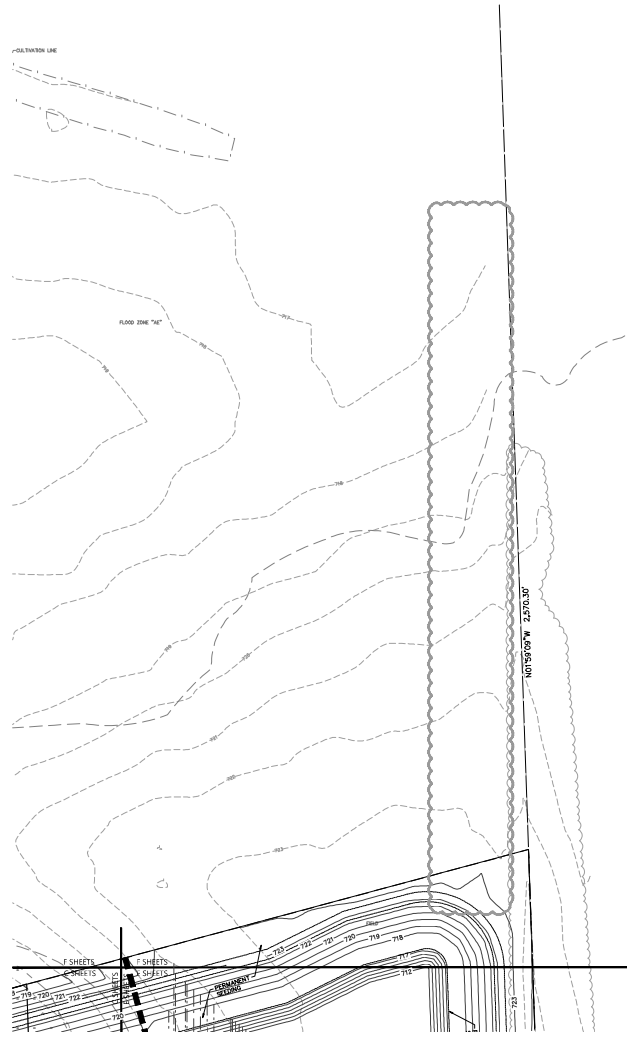
**MILWAUKEE**  
 1000 N. 11th Street  
 Columbus, WI 53001  
 PHONE (414) 222-8710  
**MC 000 500-0000**  
[www.kellerllp.com](http://www.kellerllp.com)

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 PHONE (608) 440-2240

**WAUSAU**  
 5000 Lake Ave  
 Wausau, WI 54981  
 PHONE (715) 849-2141  
 FAX (715) 849-2100



**KEY PLAN**  
 NTS



PROPOSED DEVELOPMENT FOR:  
**GOLDEN OIL - SOMERS GATEWAY CENTER**  
 SOMERS WISCONSIN

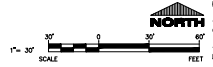
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**REVISIONS**

△	APR. 2, 2025
△	
△	
△	
△	

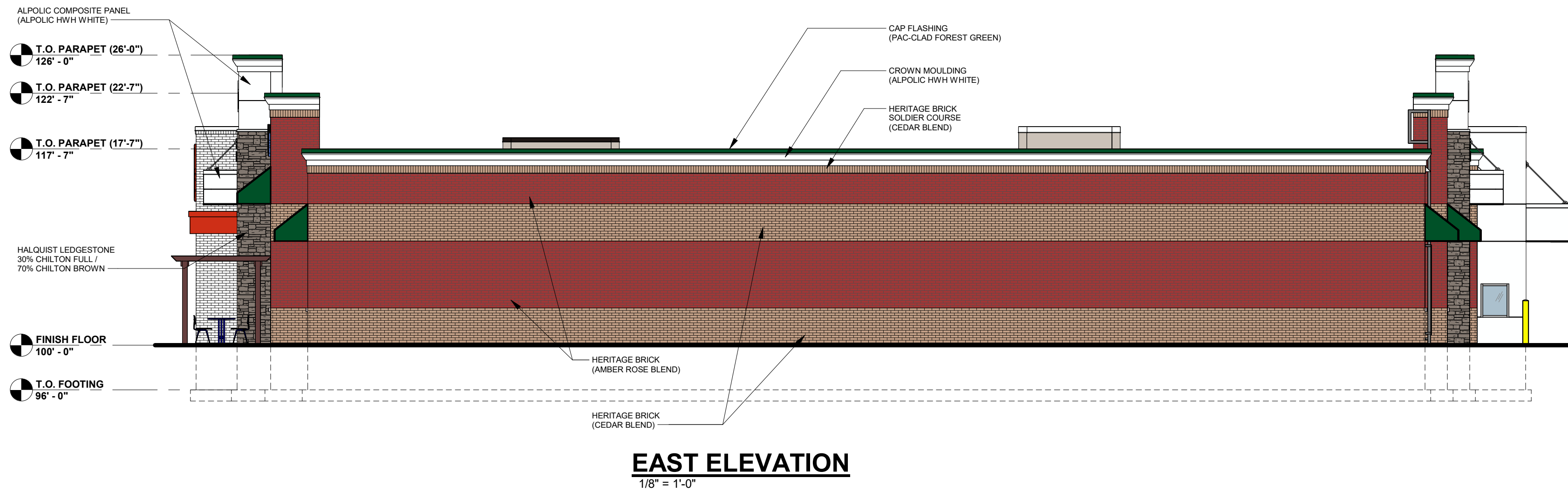
**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPECITOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE

**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550

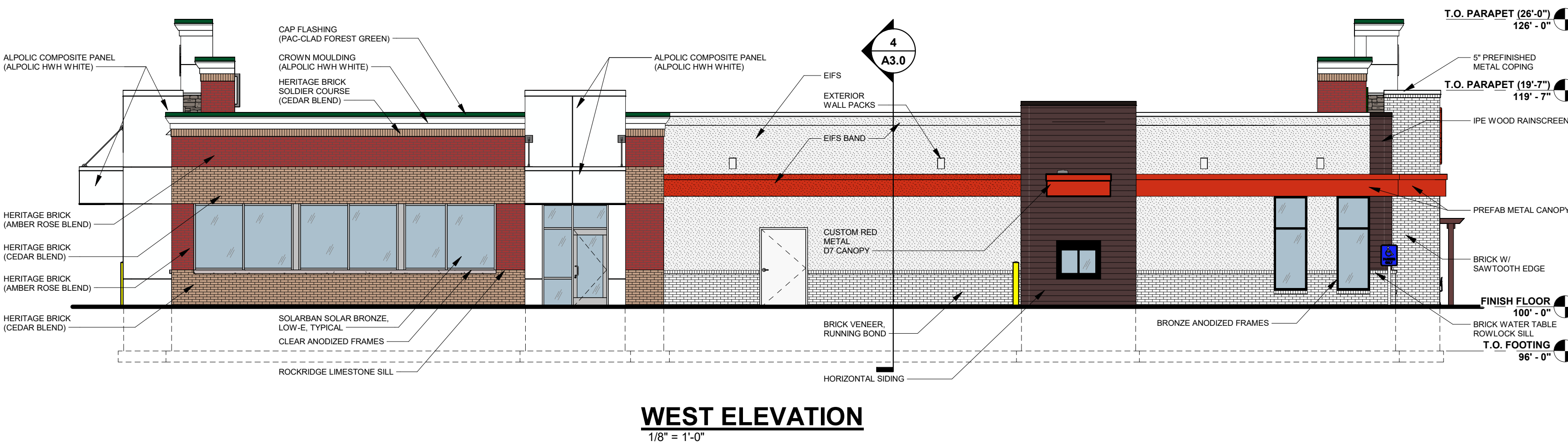


LANDSCAPE AND RESTORATION PLAN - NORTH  
 EXCEL JOB # 226000  
 SHEET: **C1.4F**  
 DATE: OCT. 28, 2024  
**ISSUED FOR CONSTRUCTION**

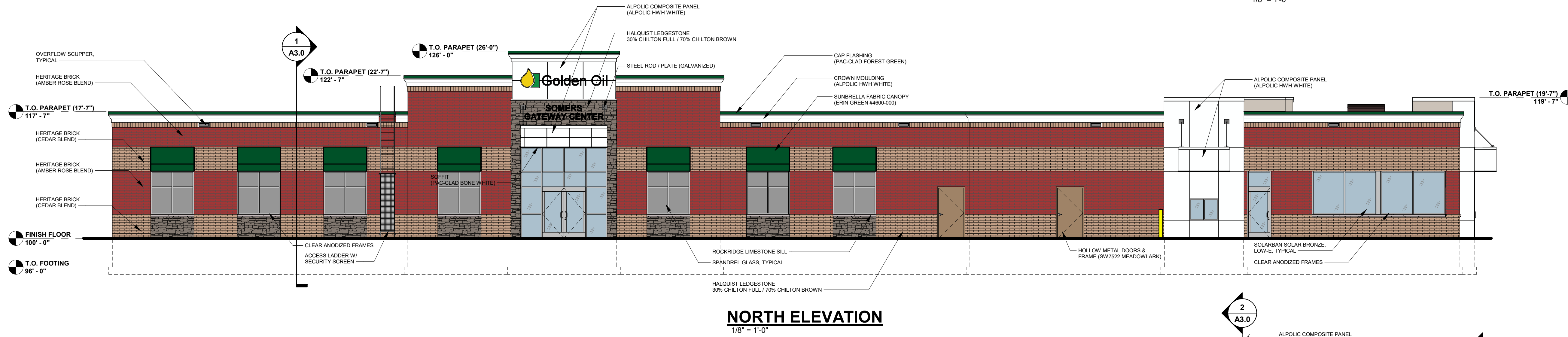
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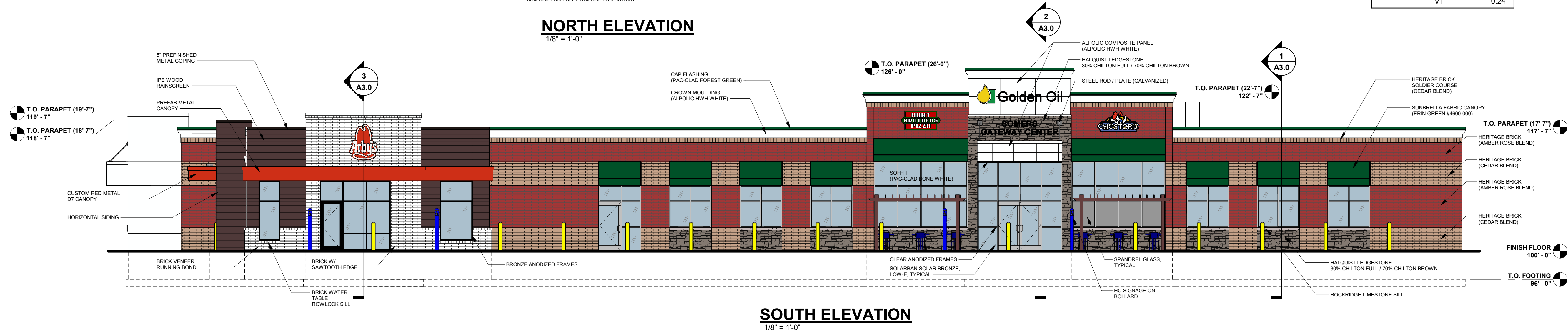
**EAST ELEVATION**  
1/8" = 1'-0"



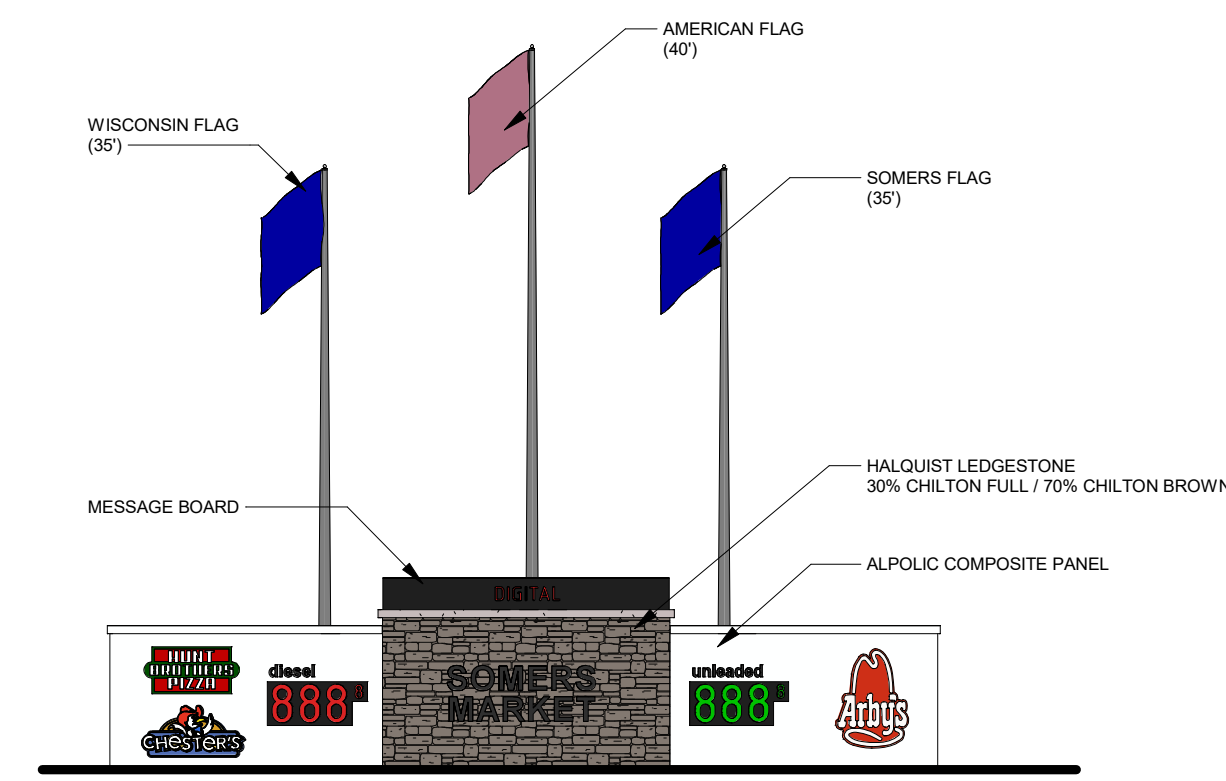
**WEST ELEVATION**  
1/8" = 1'-0"



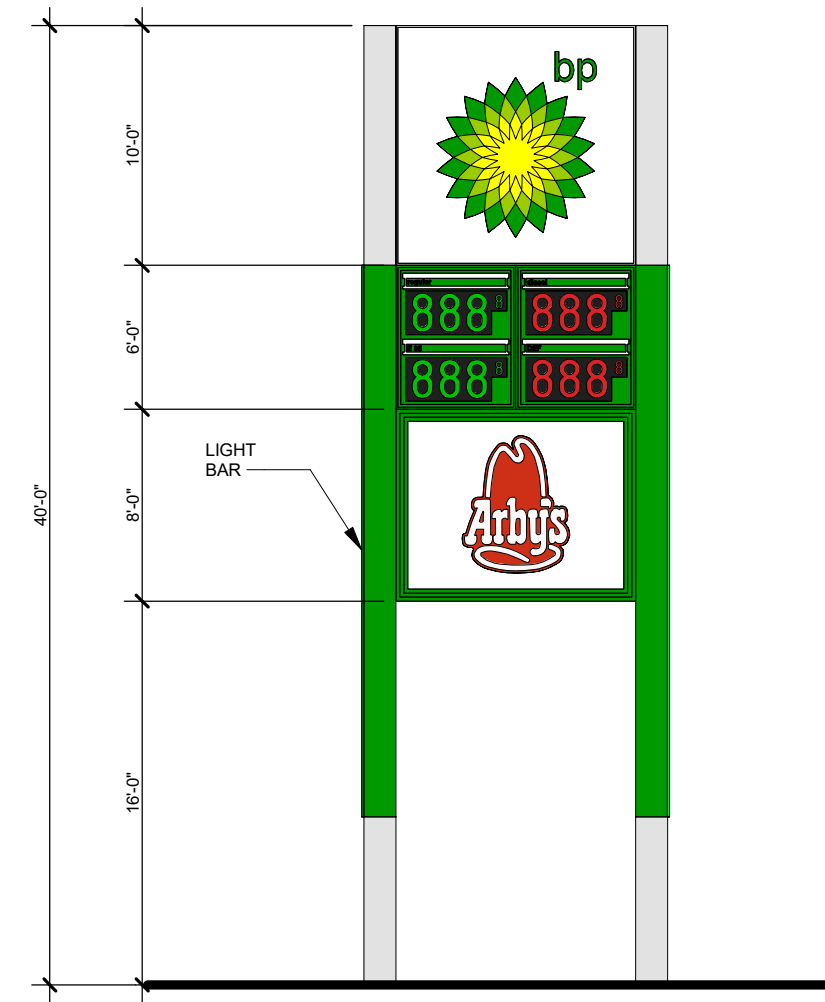
**NORTH ELEVATION**  
1/8" = 1'-0"



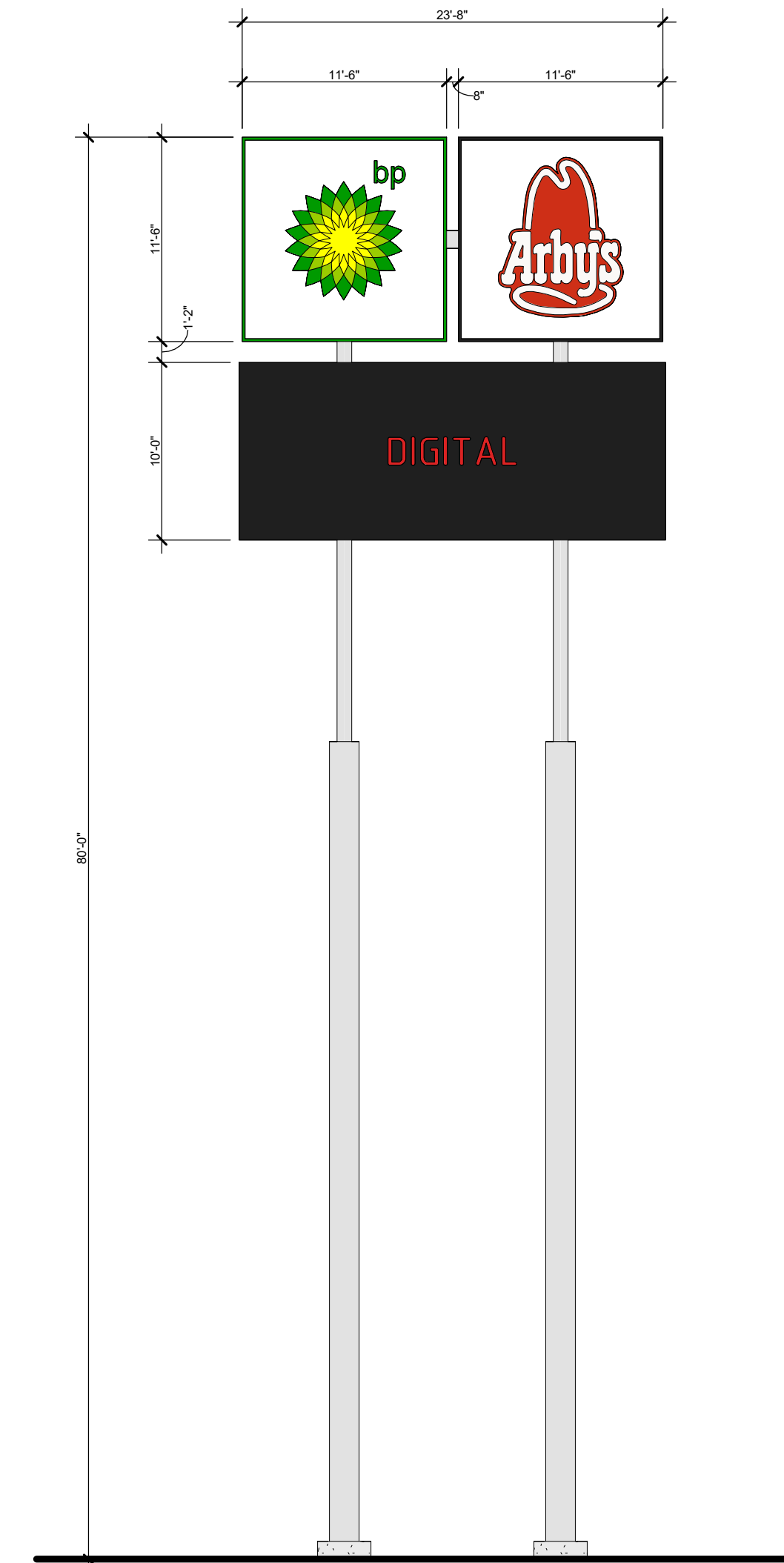
**SOUTH ELEVATION**  
1/8" = 1'-0"



**MUNICIPAL SIGN**  
1/8" = 1'-0"



**40'-0" SIGN**  
1/8" = 1'-0"



**80'-0" SIGN**  
1/8" = 1'-0"

DOOR & WINDOW VALUES		
WINDOWS:	U VALUE	0.4
	SHGC	0.277
	VT	0.36
DOORS:	U VALUE	0.38
O.H. DOORS:	U VALUE	0.108
	(NON-SWINGING)	
DOORS:	U VALUE	0.701
	(50% GLAZING)	
	SHGC	0.205
	VT	0.24

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FAX (715) 849-3181

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**PROPOSED FOR:**  
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**SOMERS,**  
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12	02.14.2024	ACM
13	03.05.2024	ACM
14	03.29.2024	ACM
15	04.05.2024	ACM

**PROJECT MANAGER:**  
N. LAURENT

**DESIGNER:**  
R. LINDSTROM

**DRAWN BY:**  
ACM

**EXPEDITOR:**  
-----

**SUPERVISOR:**  
-----

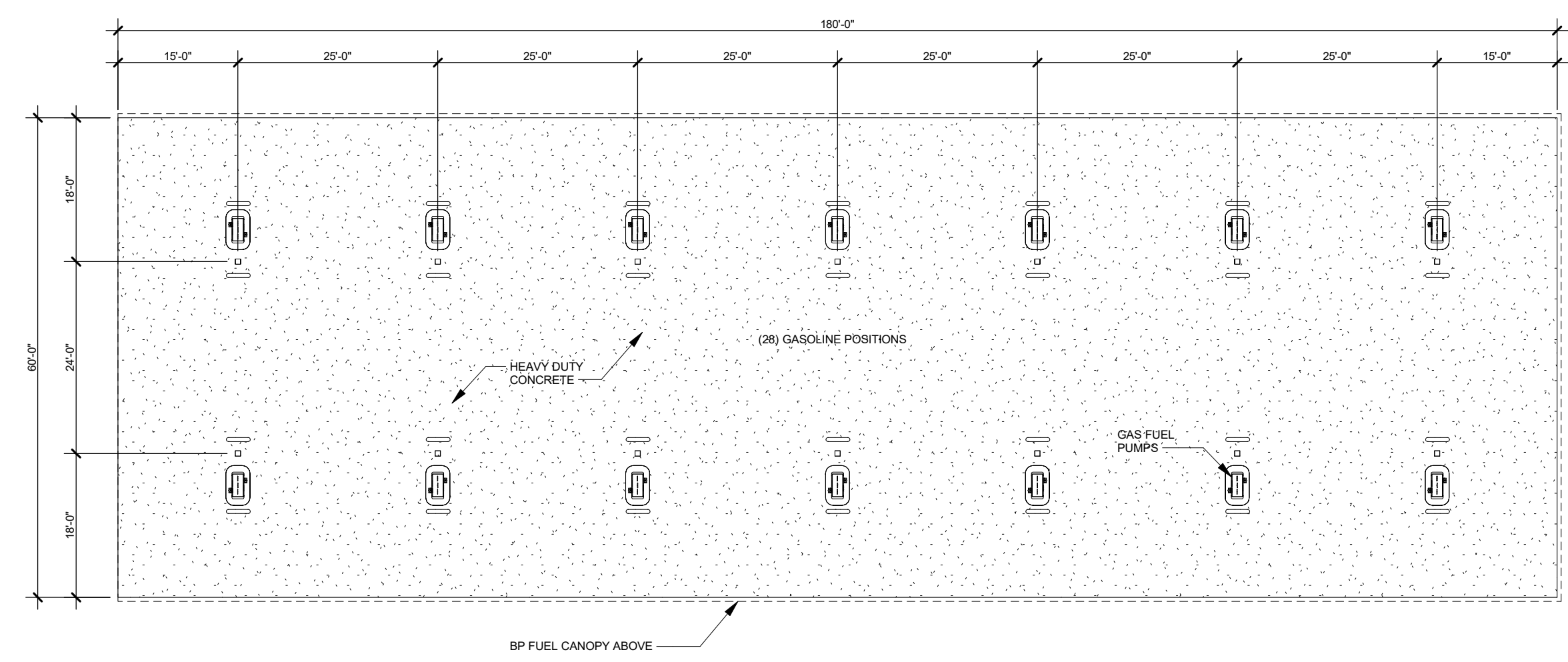
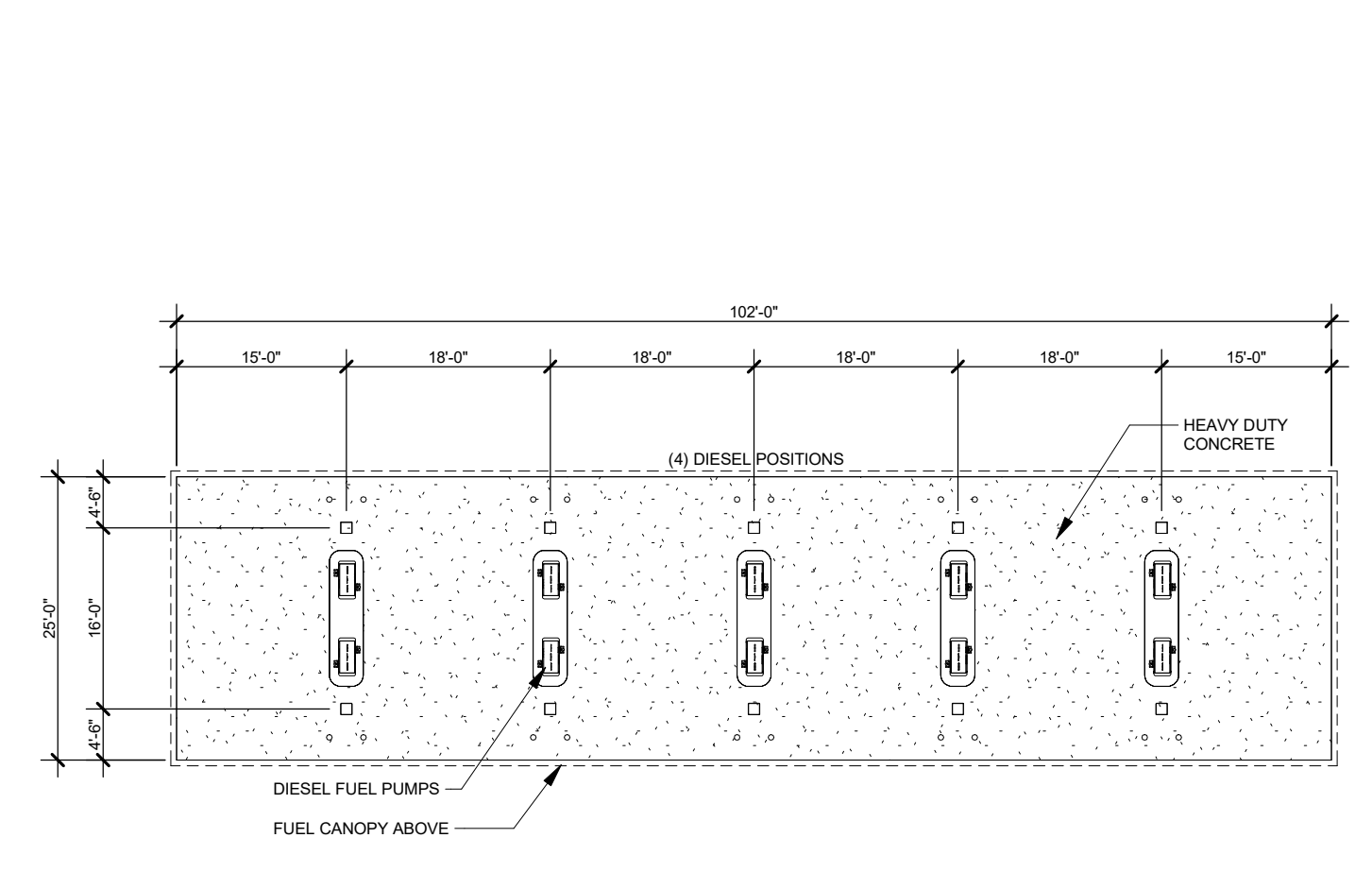
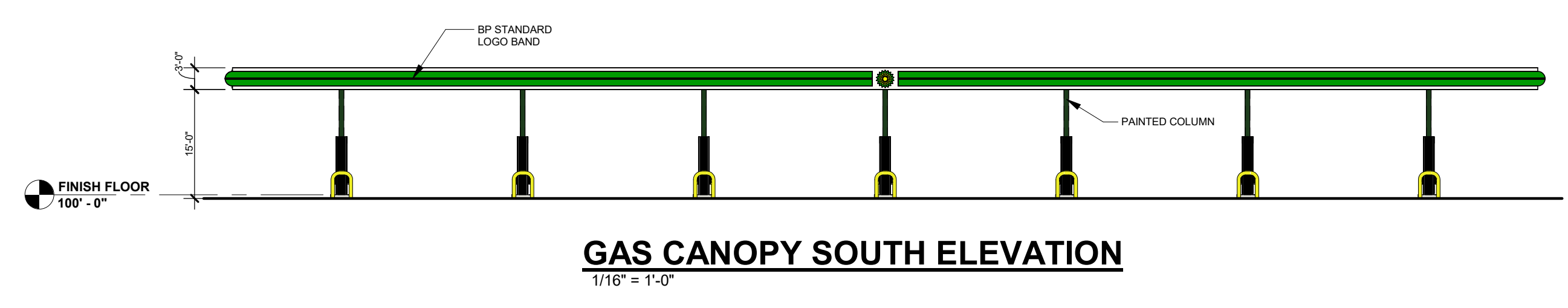
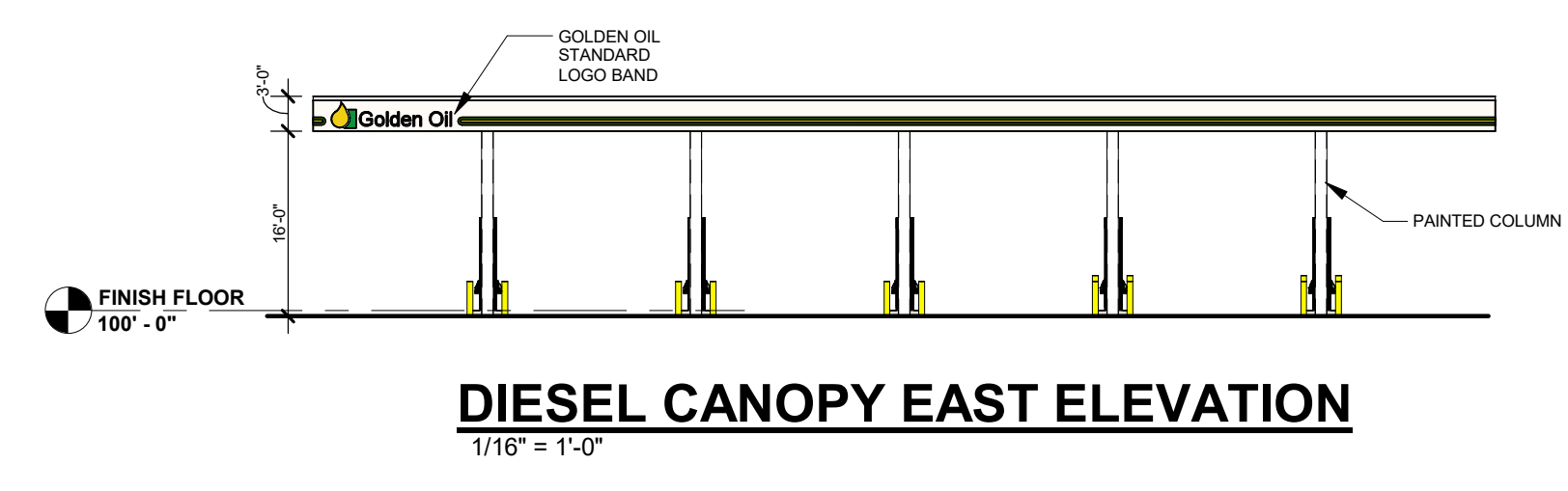
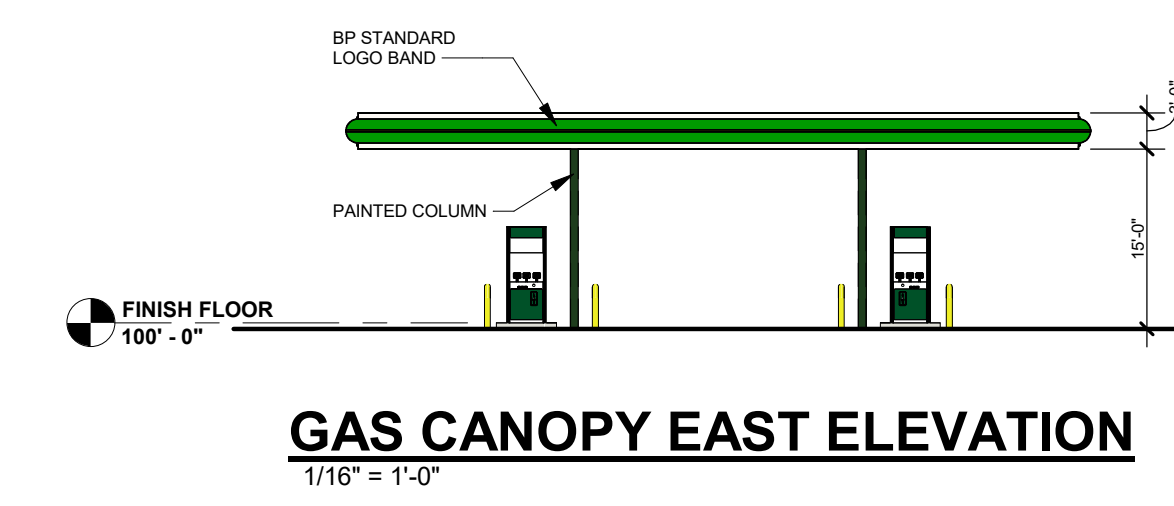
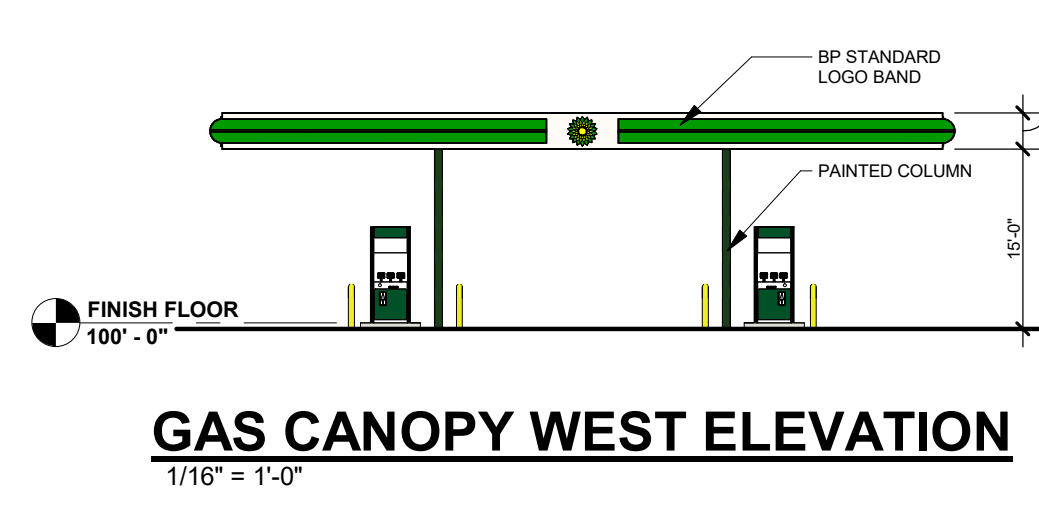
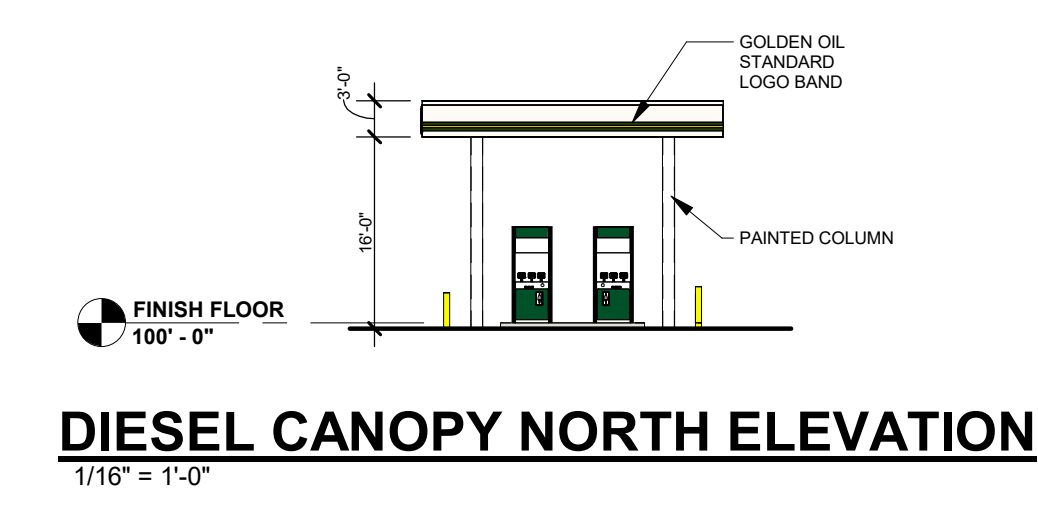
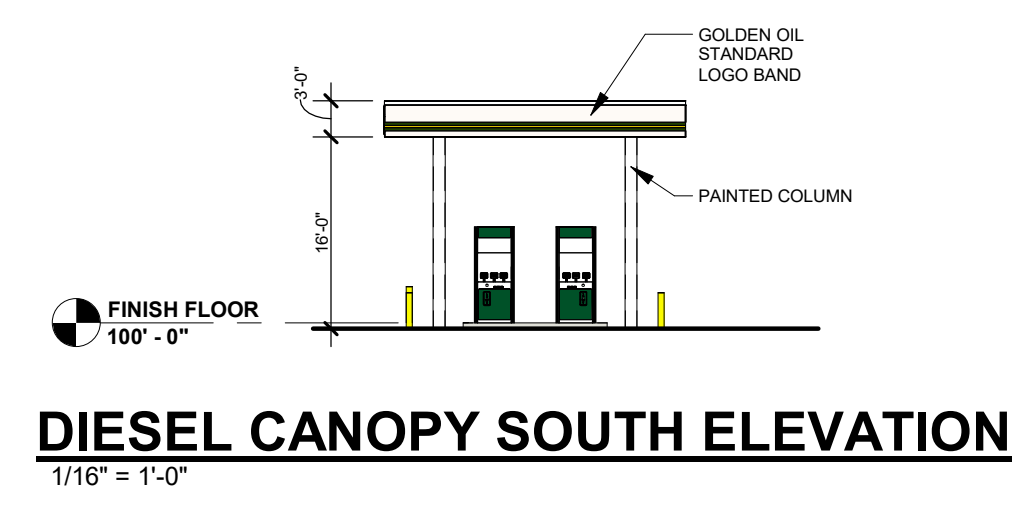
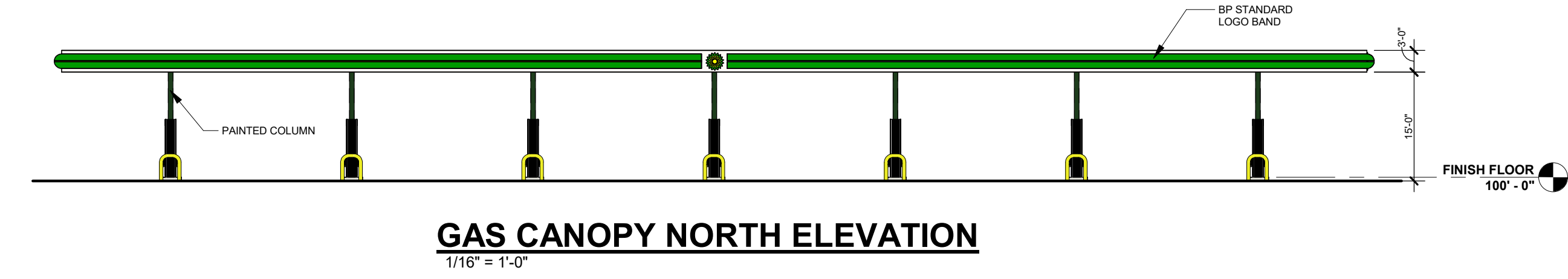
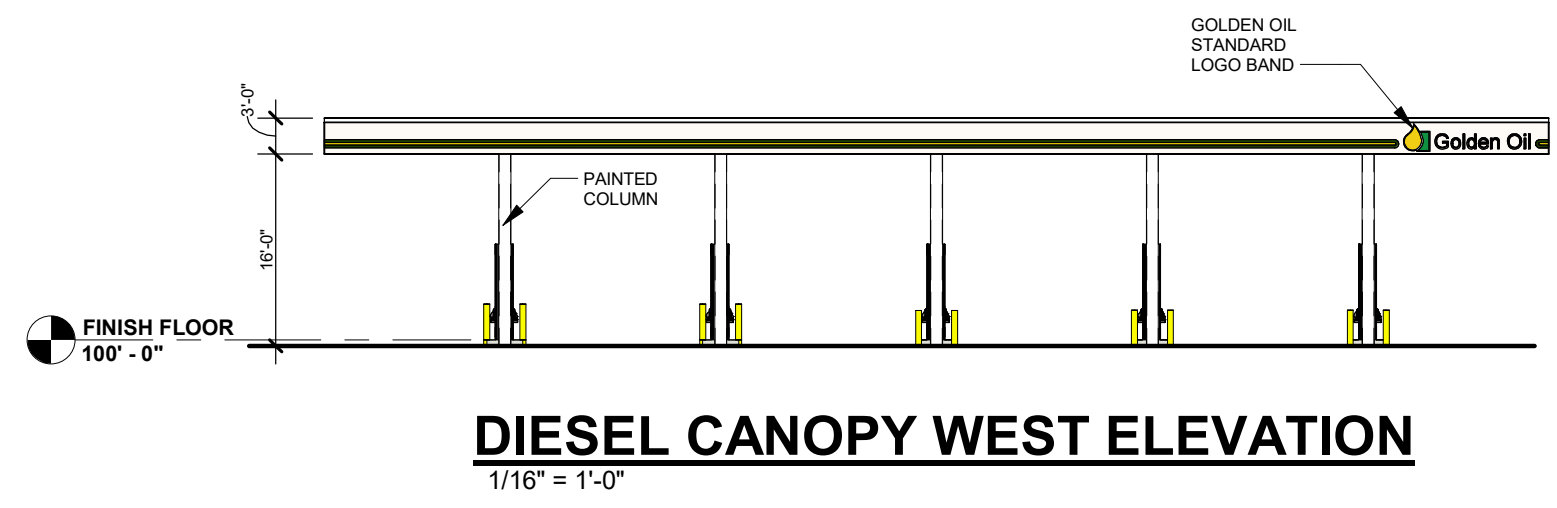
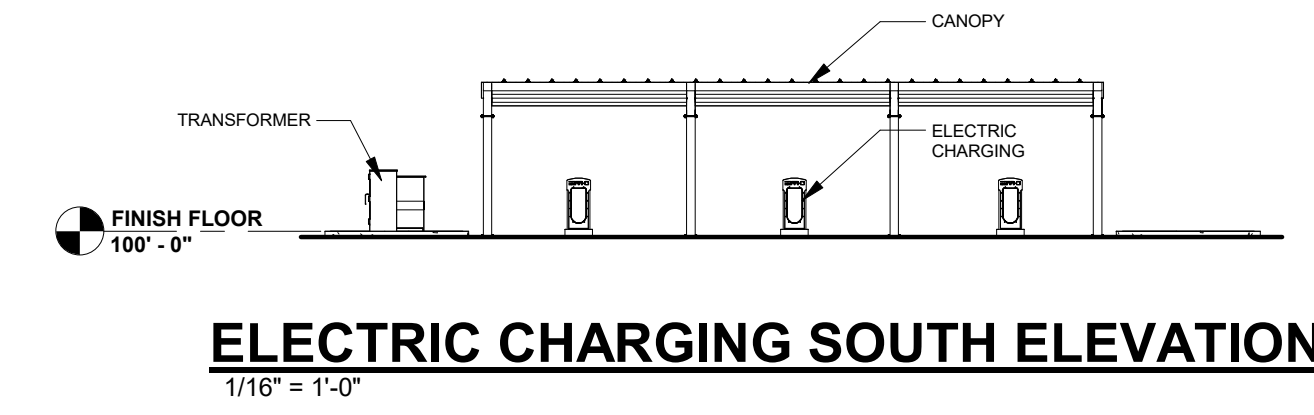
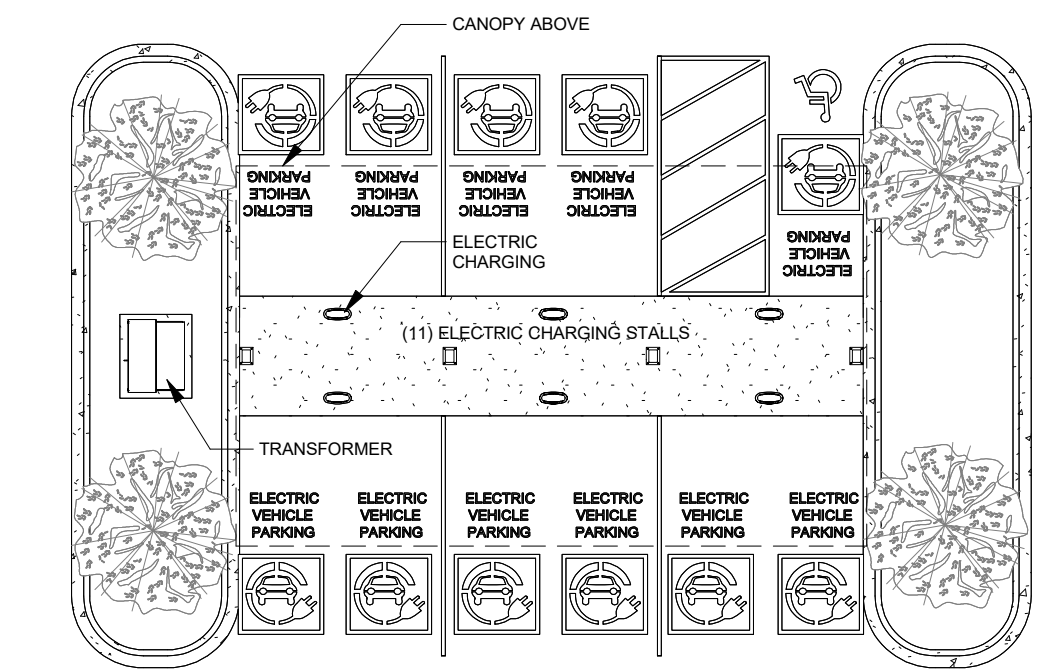
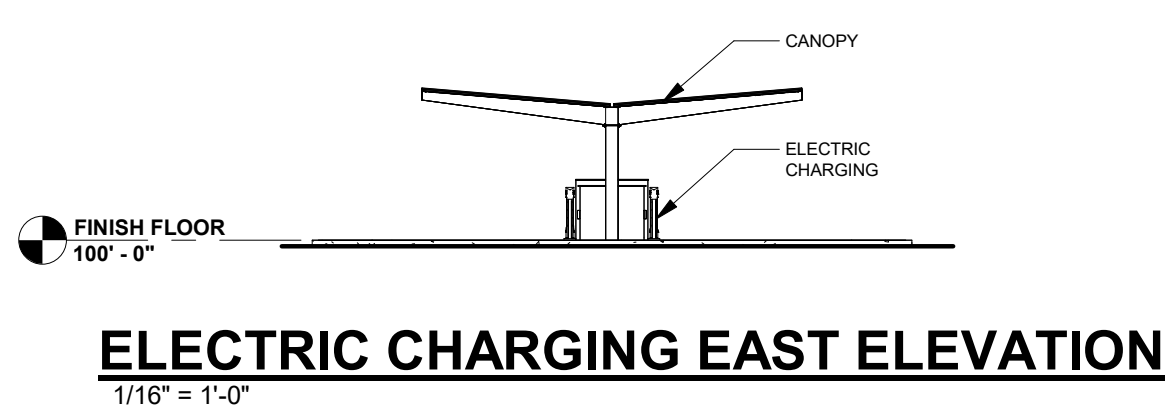
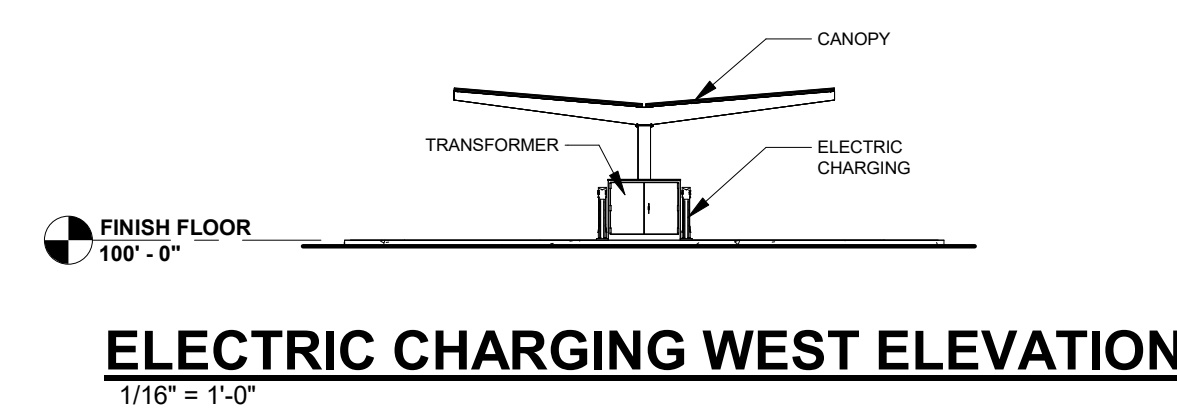
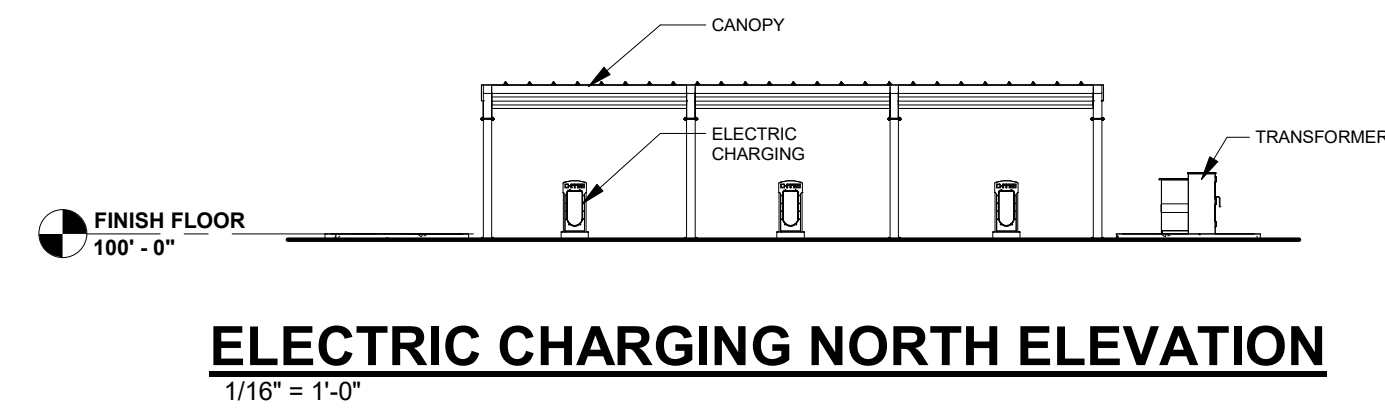
**PRELIMINARY NO.:**  
P22188

**CONTRACT NO.:**  
-----

**DATE:**  
06.21.2022

**SHEET:**  
**A2.0**

**PRELIMINARY - NOT FOR CONSTRUCTION**



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FAX (608) 318-2337

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PHONE (715) 849-3141  
FAX (715) 849-3181

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PROPOSED FOR:  
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WISCONSIN

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10	07.21.2023	ACM
11	08.01.2023	ACM
12	02.14.2024	ACM
13	03.05.2024	ACM
14	03.29.2024	ACM
15	04.05.2024	ACM

**PROJECT MANAGER:**  
N. LAURENT

**DESIGNER:**  
R. LINDSTROM

**DRAWN BY:**  
ACM

**EXPEDITOR:**  
-----

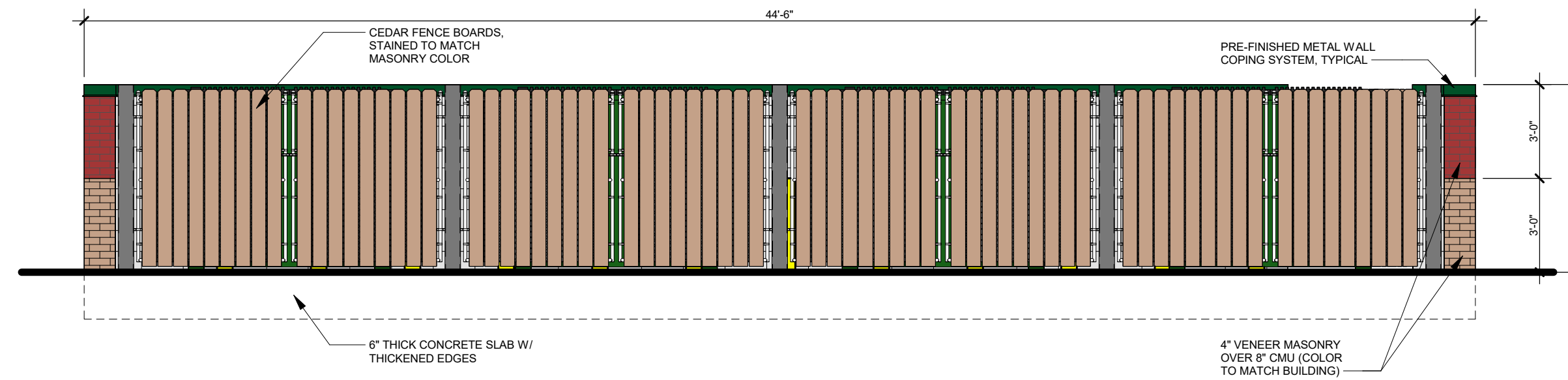
**SUPERVISOR:**  
-----

**PRELIMINARY NO.:**  
P22188

**CONTRACT NO.:**  
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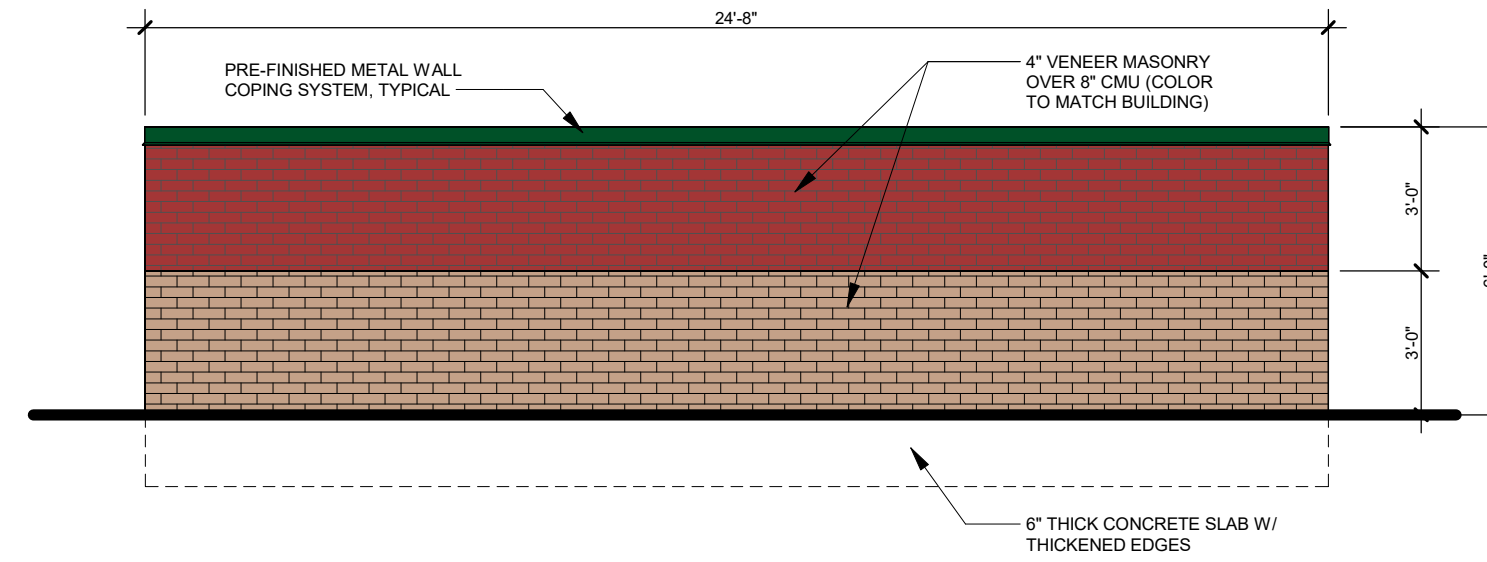
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06.21.2022

**SHEET:**  
**A2.1**



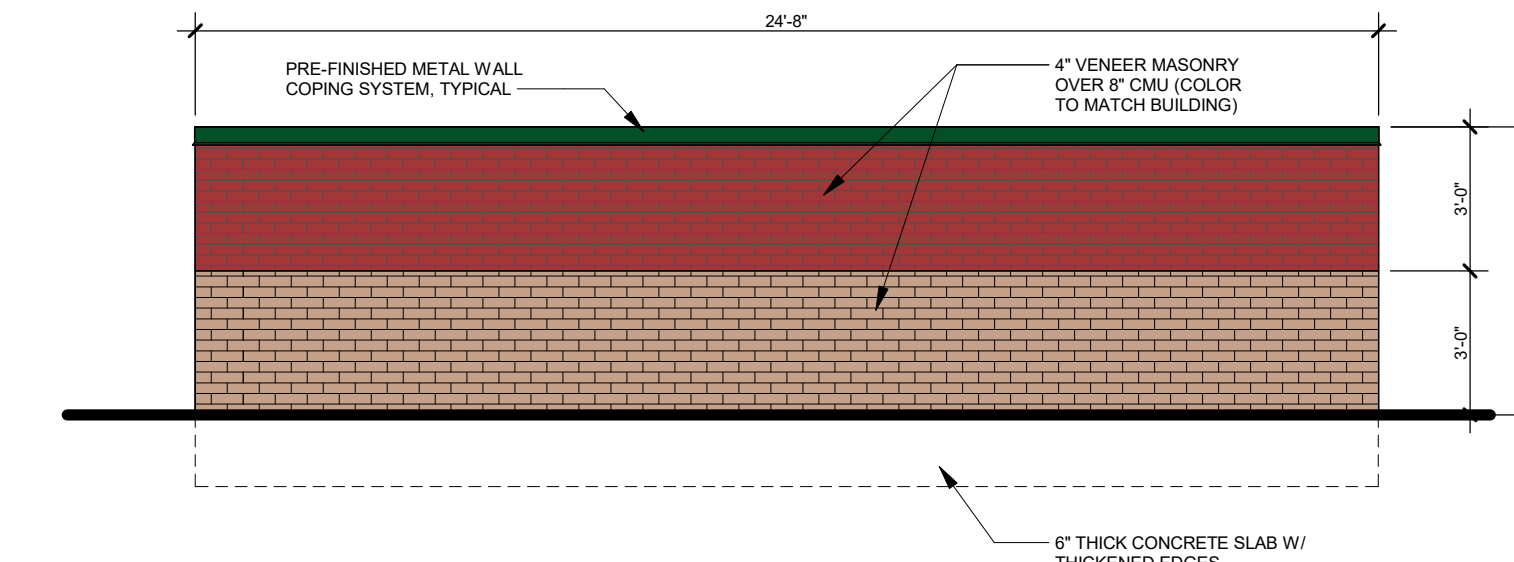
**DUMPSTER ENCLOSURE - WEST ELEVATION**

1/4" = 1'-0"



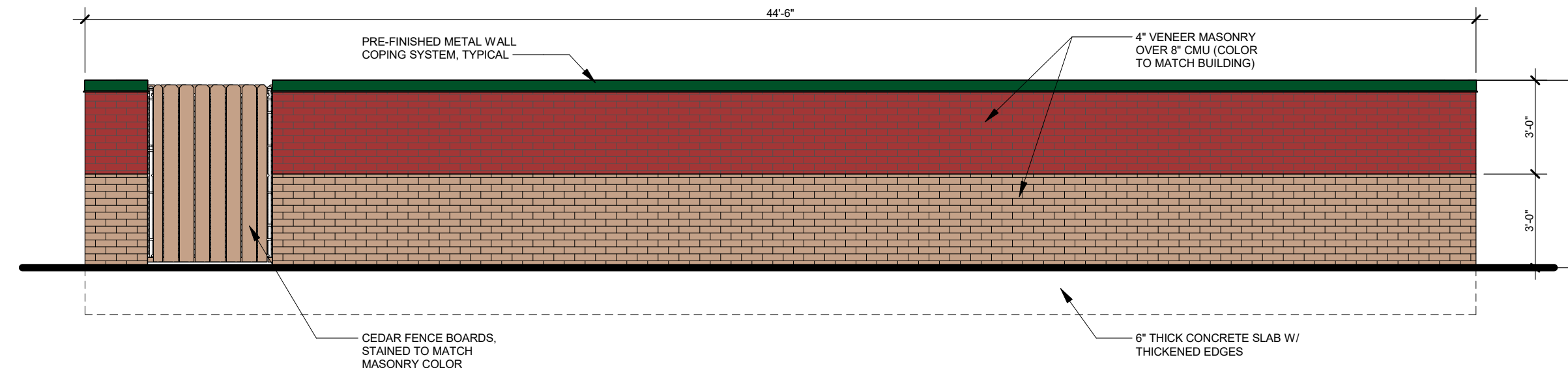
**DUMPSTER ENCLOSURE - SOUTH ELEVATION**

1/4" = 1'-0"



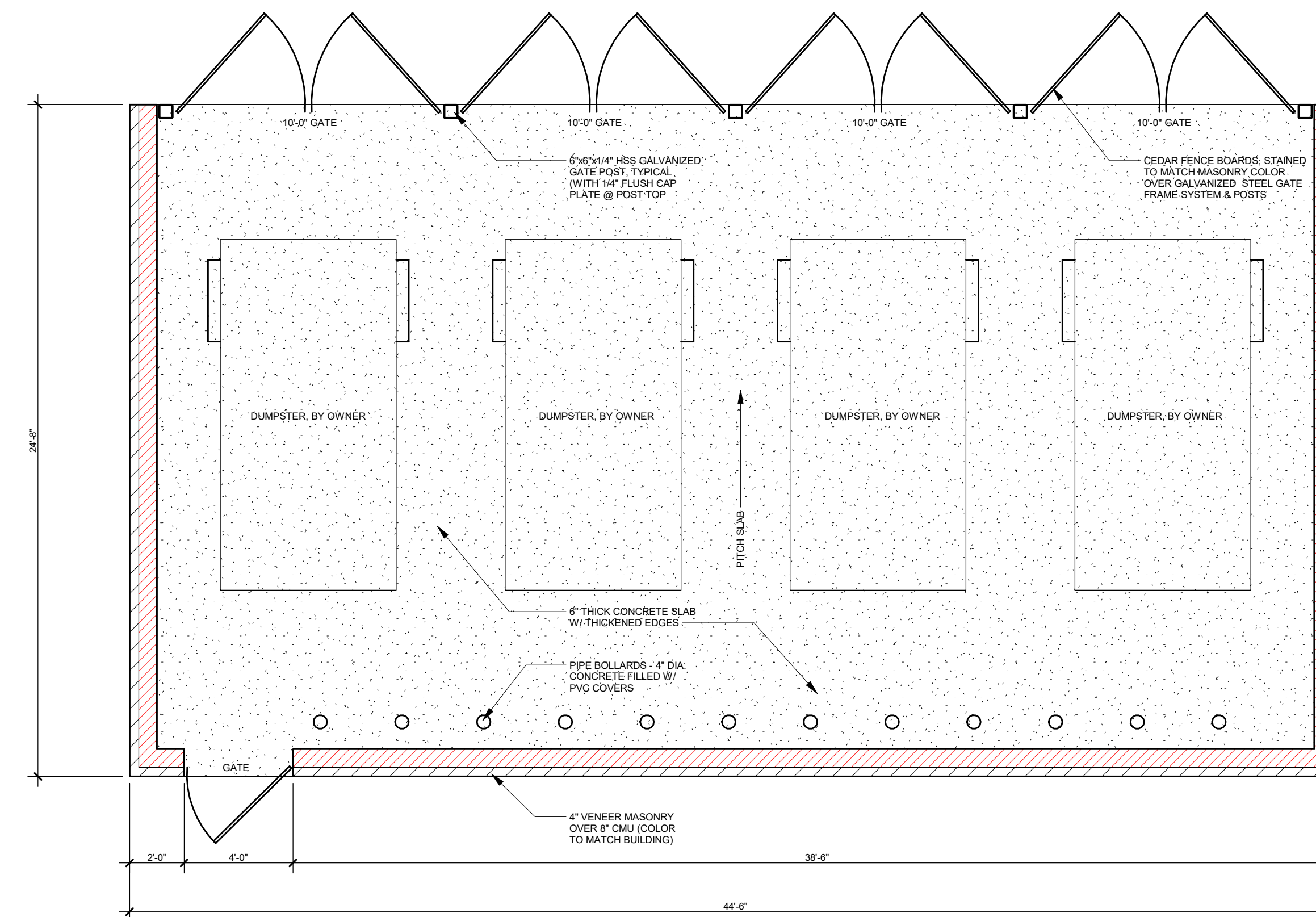
**DUMPSTER ENCLOSURE - NORTH ELEVATION**

1/4" = 1'-0"



**DUMPSTER ENCLOSURE - EAST ELEVATION**

1/4" = 1'-0"



**DUMPSTER ENCLOSURE PLAN**

1/4" = 1'-0"



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 FAX (262) 250-9740

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**PROPOSED FOR:**  
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NO.	DATE	DESCRIPTION
10	07.21.2023	ACM
11	08.01.2023	ACM
12	02.14.2024	ACM
13	03.05.2024	ACM
14	03.29.2024	ACM
15	04.05.2024	ACM

**PROJECT MANAGER:**  
 N. LAURENT

**DESIGNER:**  
 R. LINDSTROM

**DRAWN BY:**  
 ACM

**EXPEDITOR:**  
 -----

**SUPERVISOR:**  
 -----

**PRELIMINARY NO:**  
 P22188

**CONTRACT NO:**  
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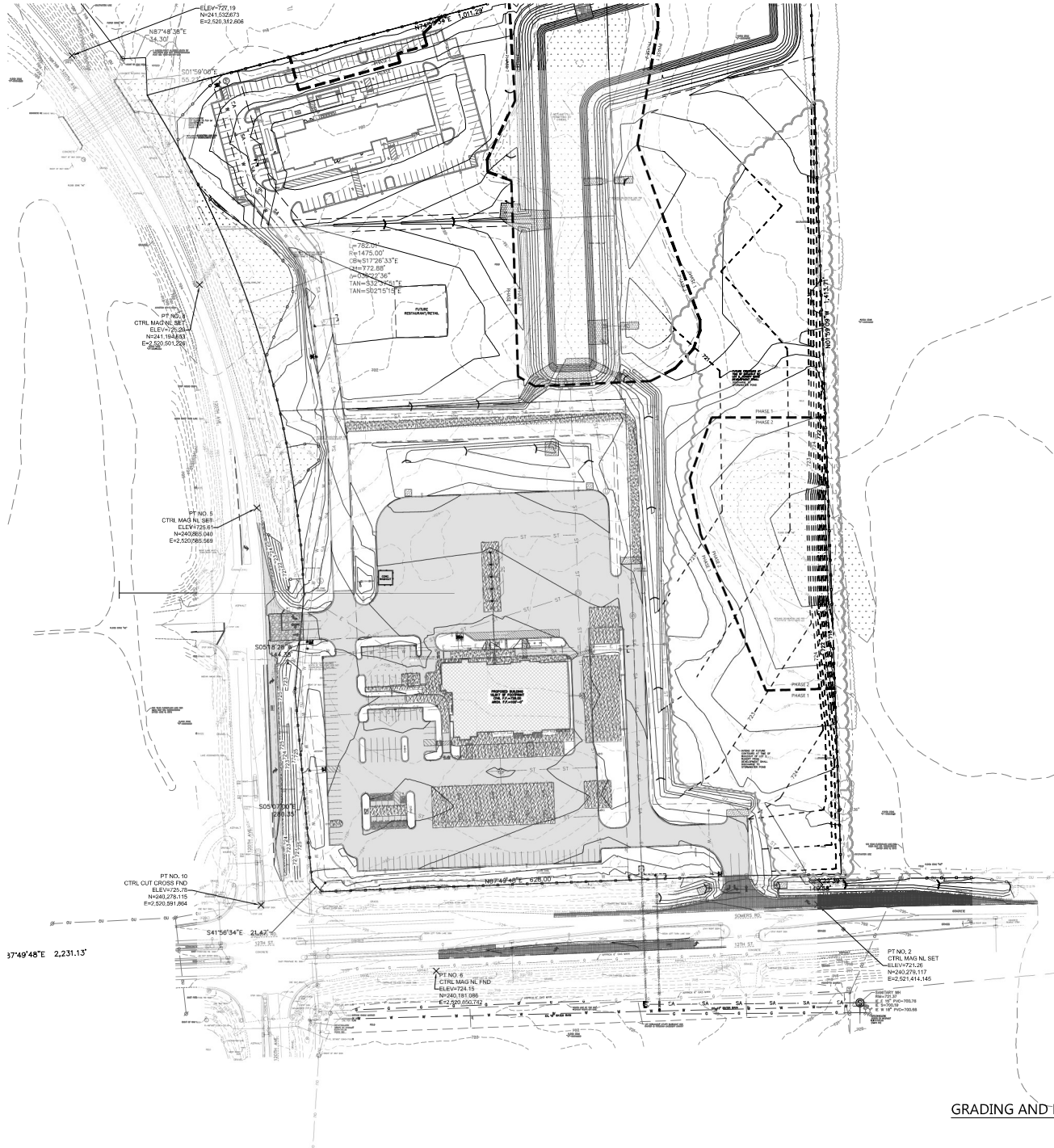
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**SHEET:**  
**A2.2**

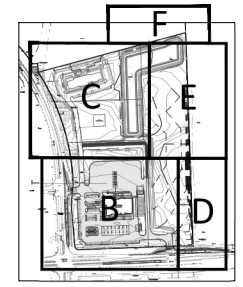
**PRELIMINARY - NOT FOR CONSTRUCTION**







**SPECIFICATION NOTE:**  
SEE SHEET C0.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



- GENERAL NOTES:**
- HANDICAP STAIR AND ACCESS RAILS SHALL NOT EXCEED A SLOPE OF 1:20 IN ANY DIRECTION. HANDICAP STAIR & ACCESS RAILS SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION).
  - ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1:50 AND RUNNING SLOPE OF 4:59, UNLESS OTHERWISE SPECIFIED.
  - CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.
  - CONTRACTOR SHALL PROVIDE CURB CUT WASHOUT AS PRESCRIBED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.
  - CONTRACTOR SHALL PROVIDE TEMPORARY FLOOD PROTECTION FOR ALL CURB CUTS & CATCH BASINS OFF OF & CHUTE WAREHOUSES DOWNSTREAM OF THE PROJECT SITE FOR LOCAL CODE.
- VERTICAL DATUM CONVERSION**
- SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83
  - NAV83 - NAV98 = 0.177 FT

**Keller**  
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**MILWAUKEE**  
1000 N. Lincoln Ave.  
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FAX 414 224-8700

**WISCONSIN**  
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Madison, WI 53703  
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**PROPOSED DEVELOPMENT FOR:**

# GOLDEN OIL - SOMERS GATEWAY CENTER

SOMERS WISCONSIN

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**REVISIONS**

1	NOV. 23, 2024
2	APR. 2, 2025
3	APR. 8, 2025
4	
5	

**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPEIOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE  
**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550  
**DATE:** OCT. 28, 2024



**GRADING AND EROSION CONTROL PLAN - OVERALL**  
SHEET: **C1.2A**  
ISSUED FOR CONSTRUCTION

### D-Series Size 1 LED Area Luminaire

**Specifications**

Beam Angle: 120°  
 Length: 14.25"  
 Height: 12.5"  
 Height (H): 12.5"  
 Height (H): 12.5"  
 Weight: 36 lbs

**Introduction**

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficiency, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 60% and expected service life of over 100,000 hours.

**Ordering Information** EXAMPLE: D6X1 LED P7 40K 70CRI T2M MVLDT SPA N2A92 PR1N1 D0B20

Order Code	Color Temperature	Color Rendering Index	Mounting	Finish	Rating
D6X1	40K	70CRI	T2M	MVLDT	SPAN
LED					
P7					
40K					
70CRI					
T2M					
MVLDT					
SPAN					

**Accessories**

Accessories	Description	Part Number
SPAN	Span Mounting System	SPAN
PR1N1	Prismatic Lens	PR1N1
D0B20	Decorative Baffle	D0B20

LITHONIA LIGHTING  
 1000-000  
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### PCNY LED LED Canopy/Ceiling Luminaire

**Specifications**

Width: 19.5"  
 Height: 9.4"  
 Depth: 19.2"  
 Weight: 10.67lbs

**Introduction**

The all-new PCNY LED luminaire is designed to provide exceptional energy savings and versatility in one package. Features such as Adjustable Lumen Output (ALCO) and replaceable decorative cover make PCNY LED suitable for a wide variety of applications.

With over 150 LMW the PCNY LED delivers up to 80% in energy savings when replacing metal halide luminaires. With over 100,000 hours life expectancy (L70 at 24/7 continuous operation), the PCNY LED luminaire provides significant maintenance savings over traditional luminaires.

**Ordering Information** EXAMPLE: PCNY LED AL01 30K FPCL MVLDT DWX00 M3

Order Code	Color Temperature	Color Rendering Index	Mounting	Finish	Rating
PCNY LED	30K	FPCL	MVLDT	DWX00	M3

LITHONIA LIGHTING  
 1000-000  
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**FEATURES & SPECIFICATIONS**

**INTRODUCTION**

The all-new PCNY LED luminaire is designed to provide exceptional energy savings and versatility in one package. Features such as Adjustable Lumen Output (ALCO) and replaceable decorative cover make PCNY LED suitable for a wide variety of applications.

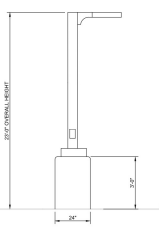
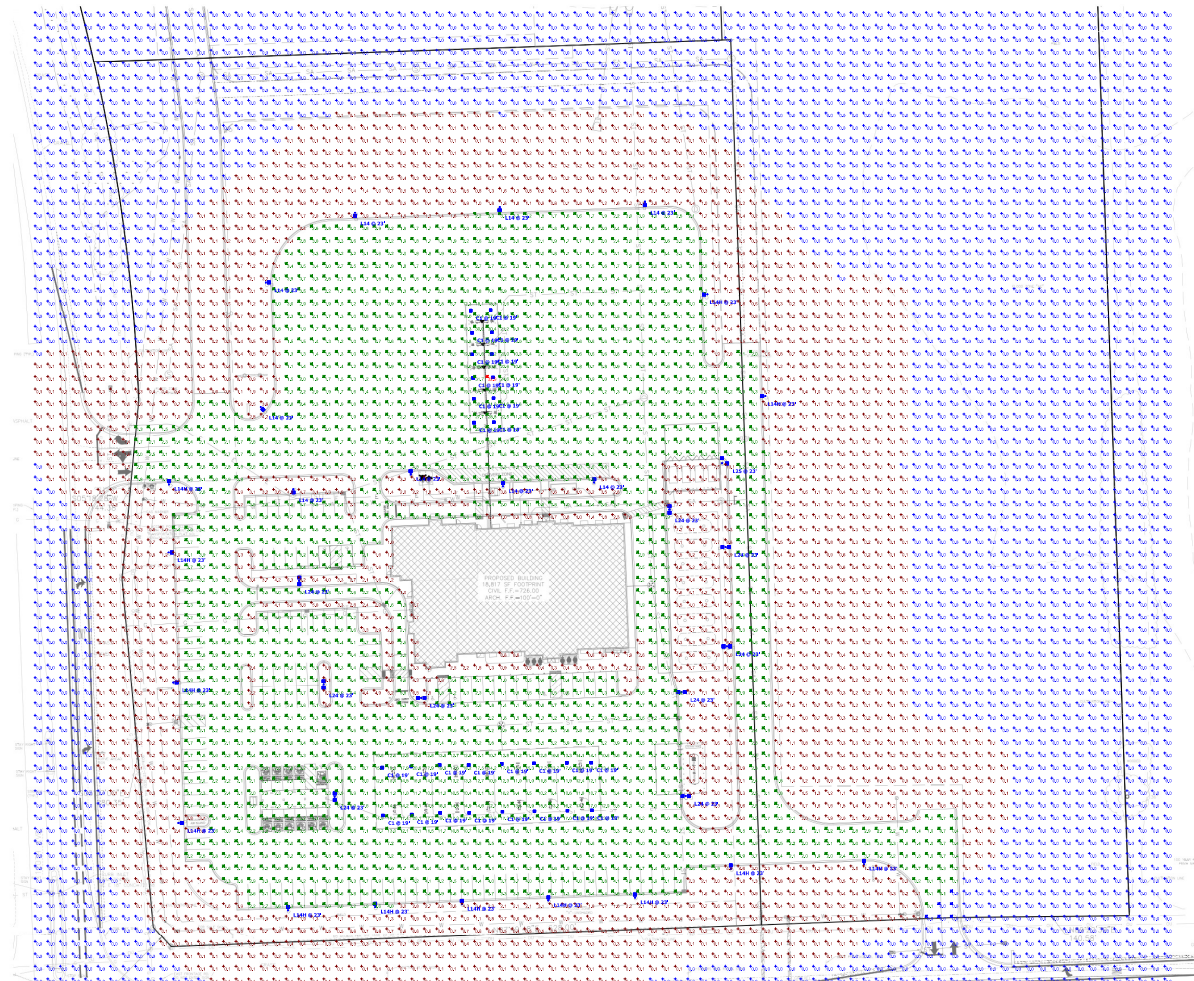
**COMPATIBILITY**

The PCNY LED luminaire is compatible with all standard LED drivers and is designed to be used with a variety of mounting options.

**ELECTRICAL**

The PCNY LED luminaire is designed to be used with a variety of mounting options and is compatible with all standard LED drivers.

LITHONIA LIGHTING  
 1000-000  
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LIGHT POLE DETAIL  
 NO SCALE

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Number of Luminaires	LUMENS Per Luminaire	Light Loss Factor	Wattage	Wattage
□	L14H	13	LITHONIA	D6X1 LED P7 40K 70CRI T2M MVLDT SPA N2A92 PR1N1 D0B20	D-Series Size 1 Area Luminaire PE Performance Package 1800K CCT 90 CRI Type A Hublum	1	16453	1	165,247	
□	L24	9	LITHONIA	D6X1 LED P7 40K 70CRI T2M MVLDT SPA N2A92 PR1N1 D0B20	D-Series Size 1 Area Luminaire PE Performance Package 1800K CCT 90 CRI Type A Hublum	1	19136	1	33927	
□	L34	9	LITHONIA	D6X1 LED P7 40K 70CRI T2M MVLDT SPA N2A92 PR1N1 D0B20	D-Series Size 1 Area Luminaire PE Performance Package 1800K CCT 90 CRI Type A Hublum	1	19136	1	169,231	
□	L25	1	LITHONIA	D6X1 LED P7 40K 70CRI T2M MVLDT SPA N2A92 PR1N1 D0B20	D-Series Size 1 Area Luminaire PE Performance Package 1800K CCT 90 CRI Type A Hublum	1	19136	1	3100	
□	C1	28	LITHONIA	PCNY LED AL01 30K FPCL MVLDT DWX00 M3	PCNY LED AL01 30K FPCL MVLDT DWX00 M3	1	12566	1	8145	

**Statistics**

Designation	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Site Area		10.4	10.4	10.4	1.0	1.0
Site Area #1		10.4	10.4	10.4	1.0	1.0

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 Hudson, WI 54130  
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 FAX (715) 764-2701

**MILWAUKEE**  
 1025 Main St  
 P.O. Box 100  
 Milwaukee, WI 53202  
 PHONE (414) 355-0710  
 FAX (414) 355-0711

**BRANSAU**  
 5001 Main St  
 P.O. Box 1441  
 Germantown, WI 53032  
 PHONE (262) 848-3411  
 FAX (262) 848-3411

www.kellerbuild.com

# GOLDEN OIL - SOMERS GATEWAY CENTER

WISCONSIN  
 SOMERS

PROPOSED DEVELOPMENT FOR:

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**REVISIONS**

PROJECT MANAGER: N. LAURENT  
 DESIGNER: R. LINDSTROM  
 DRAWN BY: EXCEL ENGINEERING  
 EXPEDITER: S. LAMON  
 SUPERVISOR: T. RINDE  
 PRELIMINARY NO: P22188  
 CONTRACT NO: 18000

DATE: OCT. 28, 2024  
 SHEET: C1.5

SITE PHOTOMETRIC PLAN AND DETAILS  
 SCALE: 1/8"=1'-0"  
 ISSUED FOR CONSTRUCTION

**Exhibit G**  
**Sanitary Sewer Connection Fees**

**Sanitary Sewer Fee..... \$24,360**

**Total Sewer Connection Fees..... \$24,360.00**

**\*Subject to change if meters, are not as follows:**

- **One (1), Two (2) inch displacement meter**
- **Two (2), One (1) inch displacement meters**

**SPECIFICATION NOTE:**  
SEE SHEET C5.01 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

**GENERAL PROJECT NOTES**

1. ALL DRIVEWAYS TO BE CONSTRUCTED ACCORDING TO LOCAL ORDINANCES. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL WORK IN ROW PERMITS FROM ALL REQUIRED ENTITIES.

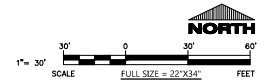
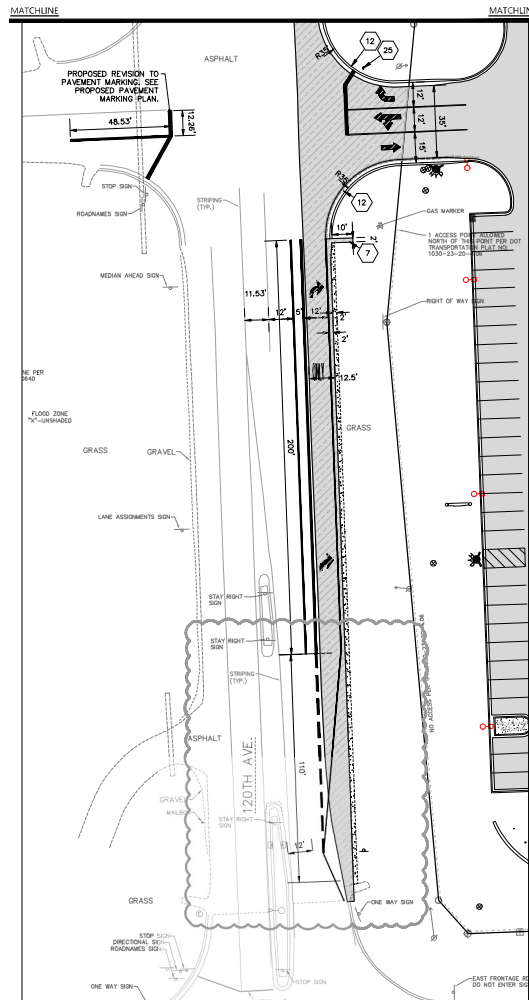
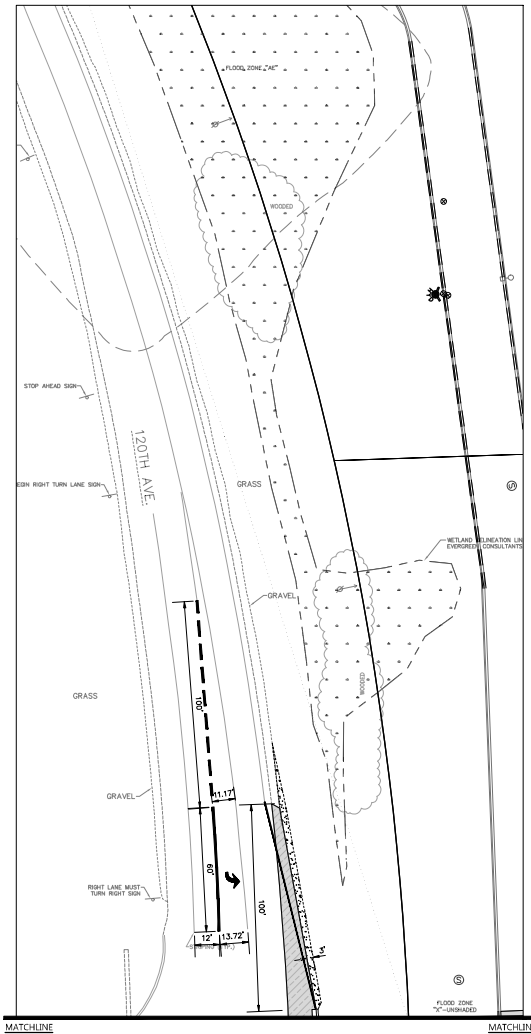
**SITE PLAN KEYNOTES**

- (7) 2' WIDE ASPHALT FLUME PER WISDOT SDD (TYP)
- (12) DOT 6" SLOPED 36" TYPE D CONCRETE CURB & GUTTER PER SDD 08001-g. TAPER CURB HEIGHT 0" TO 6" IN 10'-0" LENGTH AT ENDS OF CURB & GUTTER SECTIONS.
- (25) STOP SIGN (R1-1 TYP.)

(X(X)) IDENTIFICATION: KEYNOTE ITEM(QUANTITY) - IF NO ( ) = QUANTITY IS 1

**PAVEMENT HATCH KEY:**

- DOT ASPHALT SECTION
- GRAVEL SECTION



**WISCONSIN DOT SITE PLAN**  
EXCEL JOB #: 2266000  
**ISSUED FOR CONSTRUCTION**

**Keller**  
PLANNERS | ARCHITECTS | BUILDERS

**FOX CITIES**  
1826 State Road 55  
PO Box 620  
Madison, WI 53710  
PHONE (608) 766-5795 / 1-800-236-2534  
FAX (608) 766-5204

**MILWAUKEE**  
1030 N11309  
Cambridge Rd  
Milwaukee, WI 53222  
PHONE (414) 250-9710  
FAX (414) 250-9740

**MADISON**  
711 Life Center  
Sun Prairie, WI 53590  
PHONE (608) 318-2336

**WISCONSIN**  
5605 Elm Ave  
Wausau, WI 54401  
PHONE (715) 849-3141  
FAX (715) 849-1181

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PROPOSED DEVELOPMENT FOR:

**GOLDEN OIL - SOMERS GATEWAY CENTER**

WISCONSIN  
SOMERS

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**REVISIONS**

NOV. 22, 2024
JAN. 20, 2025

**PROJECT MANAGER:** N. LAURENT

**DESIGNER:** R. LINDSTROM

**DRAWN BY:** EXCEL ENGINEERING

**EXPEDITOR:** S. LAMON

**SUPERVISOR:** T. RUNDE

**PRELIMINARY NO:** P22188

**CONTRACT NO:** 80550

**DATE:** OCT. 28, 2024

**SHEET:** C5.1

SPECIFICATION NOTE:  
SEE SHEET C0.2 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS



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<p>FOR OFFICE NEW YORK P.O. Box 620 New York, NY 10108 PHONE 203 766-5700 1-800-368-2534 FAX 203 766-5004</p>	<p>HOUSTON 15800 Katy Road Suite 100 Houston, TX 77050 PHONE 281 440-2340 1-800-368-2534 FAX 281 440-2340</p>
<p>MILWAUKEE 1000 N. 10th St Milwaukee, WI 53233 PHONE 414 224-7411 FAX 414 224-7411</p>	<p>MAUI 1000 S. Waiola Ave Maui, HI 96753 PHONE 808 241-1111 FAX 808 241-1111</p>

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PROPOSED DEVELOPMENT FOR:

# GOLDEN OIL - SOMERS GATEWAY CENTER

SOMERS WISCONSIN

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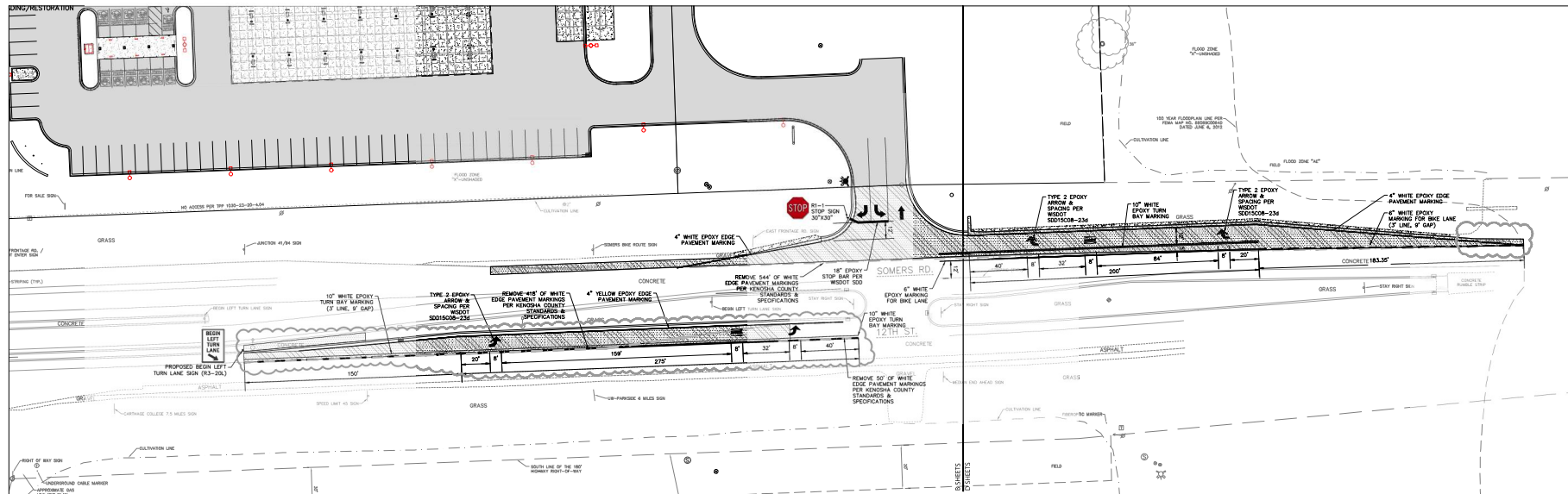
REVISIONS

NOV. 23, 2024
FEB. 6, 2025

PROJECT MANAGER: N. LAURENT  
DESIGNER: R. LINDSTROM  
DRAWN BY: EXCEL ENGINEERING  
EXPECITOR: S. LAMON  
SUPERVISOR: T. RUNDE  
PRELIMINARY NO: P22188

CONTRACT NO: 80550  
DATE: OCT. 28, 2024

SHEET: **C1.1E**



**COUNTY HIGHWAY E PAVEMENT MARKING PLAN**

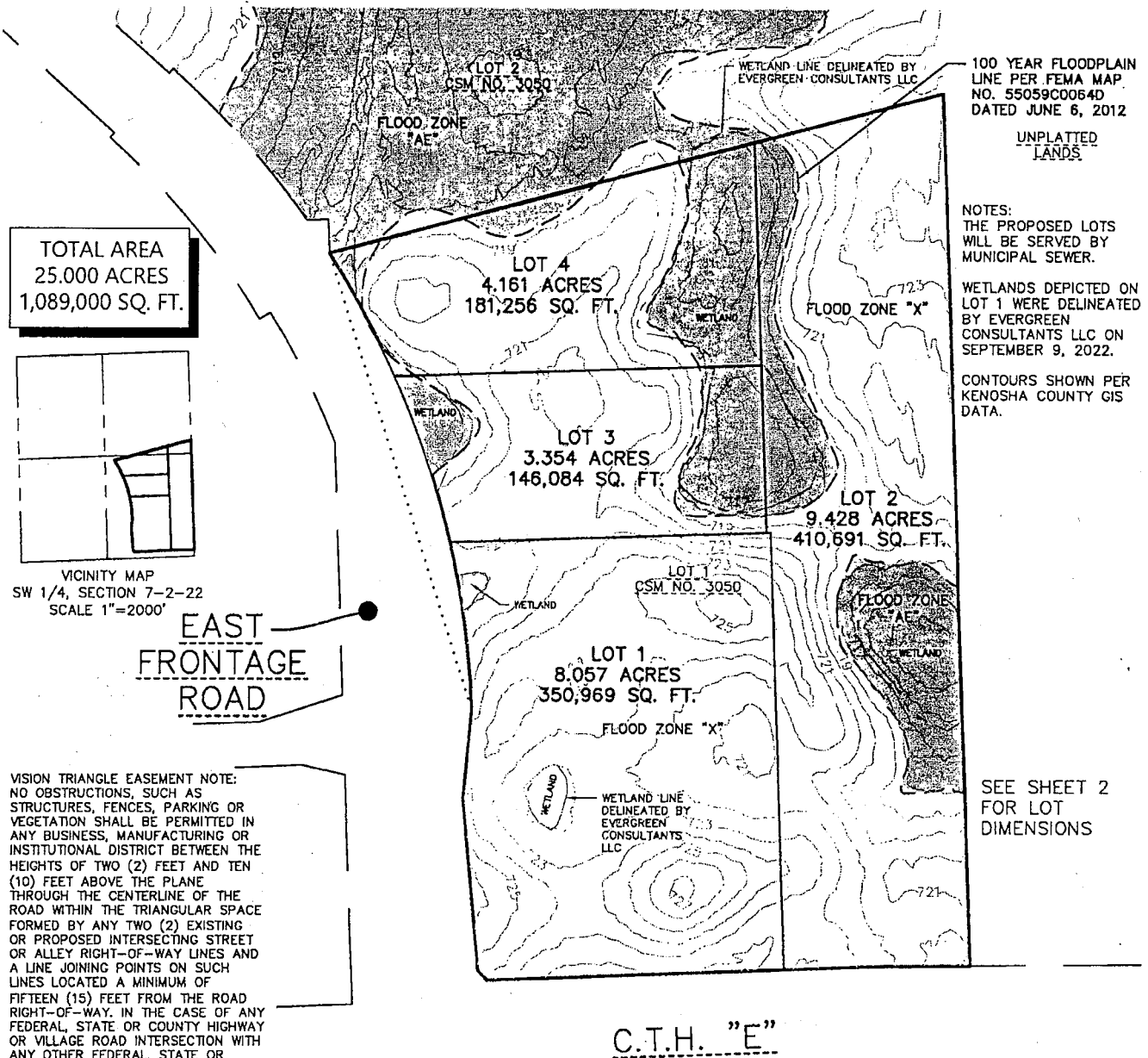
ISSUED FOR CONSTRUCTION

SCALE: 1" = 30' FEET

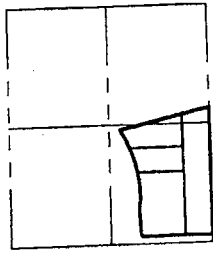
Document #: **1966319**  
 Date: **2024-07-12** Time: **2:48 PM** Pages: **4**  
 Fee: **\$30.00** County: **KENOSHA** State: **WI**  
 REGISTER OF DEEDS: **JOELLYN M. STORZ**

# CERTIFIED SURVEY MAP NO. 3093

FOR  
**SOMERS GATEWAY CENTER LLC**  
 LOT 1, CSM NO. 3050, BEING PART OF THE NORTHEAST 1/4  
 & SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
 SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST, VILLAGE  
 OF SOMERS, KENOSHA COUNTY, WISCONSIN.



**TOTAL AREA**  
 25,000 ACRES  
 1,089,000 SQ. FT.



VICINITY MAP  
 SW 1/4, SECTION 7-2-22  
 SCALE 1"=2000'

**EAST FRONTAGE ROAD**

**VISION TRIANGLE EASEMENT NOTE:**  
 NO OBSTRUCTIONS, SUCH AS STRUCTURES, FENCES, PARKING OR VEGETATION SHALL BE PERMITTED IN ANY BUSINESS, MANUFACTURING OR INSTITUTIONAL DISTRICT BETWEEN THE HEIGHTS OF TWO (2) FEET AND TEN (10) FEET ABOVE THE PLANE THROUGH THE CENTERLINE OF THE ROAD WITHIN THE TRIANGULAR SPACE FORMED BY ANY TWO (2) EXISTING OR PROPOSED INTERSECTING STREET OR ALLEY RIGHT-OF-WAY LINES AND A LINE JOINING POINTS ON SUCH LINES LOCATED A MINIMUM OF FIFTEEN (15) FEET FROM THE ROAD RIGHT-OF-WAY. IN THE CASE OF ANY FEDERAL, STATE OR COUNTY HIGHWAY OR VILLAGE ROAD INTERSECTION WITH ANY OTHER FEDERAL, STATE OR COUNTY HIGHWAY OR VILLAGE ROAD OR RAILWAYS, THE CORNER CUTOFF DISTANCES ESTABLISHING THE TRIANGULAR VISION CLEARANCE SPACE SHALL BE INCREASED TO FIFTY (50) FEET.

100 YEAR FLOODPLAIN LINE PER FEMA MAP NO. 55059C0064D DATED JUNE 6, 2012

UNPLATTED LANDS

NOTES:  
 THE PROPOSED LOTS WILL BE SERVED BY MUNICIPAL SEWER.

WETLANDS DEPICTED ON LOT 1 WERE DELINEATED BY EVERGREEN CONSULTANTS LLC ON SEPTEMBER 9, 2022.

CONTOURS SHOWN PER KENOSHA COUNTY GIS DATA.

SEE SHEET 2 FOR LOT DIMENSIONS

C.T.H. "E"

LEGEND



Parcel Number: 82-4-222-073-0301

MAP DATE: APR. 26, 2024  
 REV. DATE: JUNE 20, 2024



**CERTIFIED SURVEY MAP NO. 3093**

LOT 1, CSM NO. 3050, BEING PART OF THE NORTHEAST 1/4  
& SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST,  
VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.


That I have made such Certified Survey under the direction of Somers Gateway Center LLC bounded and described as follows:

Lot 1 of Certified Survey Map No. 3050, recorded in the Kenosha County Register of Deeds Office as Document No. 1948190, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 7, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.

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

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Somers in surveying, dividing and mapping the same.



  
\_\_\_\_\_  
Ryan Wilgreen, P.L.S. No. S-2647  
ryan.w@excelengineer.com  
Excel Engineering, Inc.  
Fond du Lac, Wisconsin 54935  
Project Number: 2266000

**VILLAGE BOARD APPROVAL**

Approved by the Village Board of the Village of Somers on this 25<sup>th</sup> day of June, 2024.

  
\_\_\_\_\_  
George Stoner, Village President

6-25-2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Wendy Burnette, Village Clerk-Treasurer

26/10  
6-25-2024  
\_\_\_\_\_  
Date

**CERTIFIED SURVEY MAP NO. 3093**

LOT 1, CSM NO. 3050, BEING PART OF THE NORTHEAST 1/4  
& SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST,  
VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE**


Somers Gateway Center LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map.

Somers Gateway Center LLC does further certify that this map is required to be submitted to the following for approval:

- 1. Village of Somers

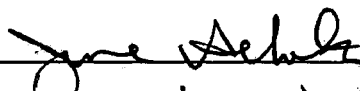
WITNESS the hand and seal of said owner this 2<sup>nd</sup> day of July, 2024

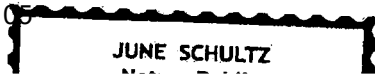
Somers Gateway Center LLC

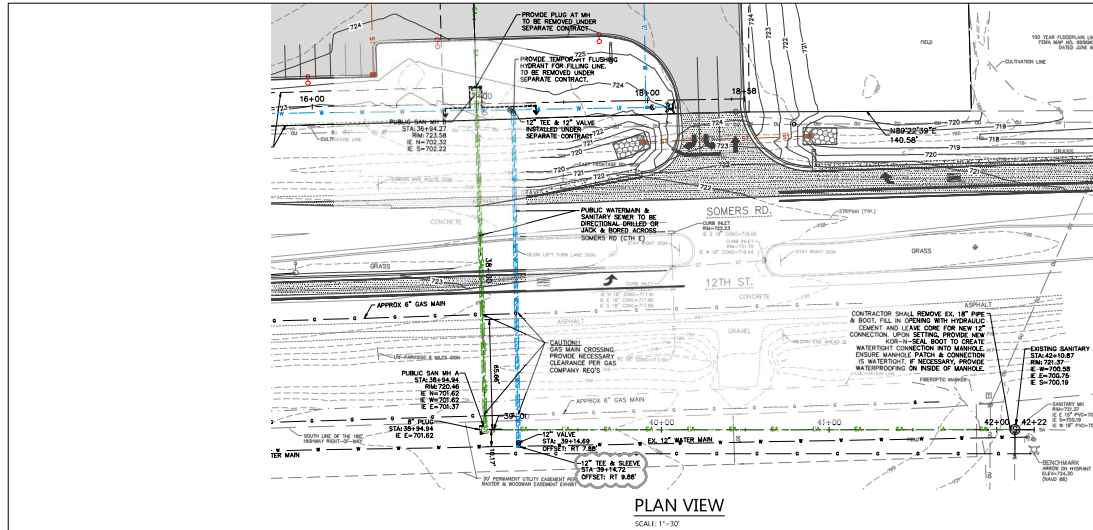
  
\_\_\_\_\_  
PAUL BHARDWAJ Member  
(Print) (Title)

STATE OF Wisconsin )  
Kenosha COUNTY )SS

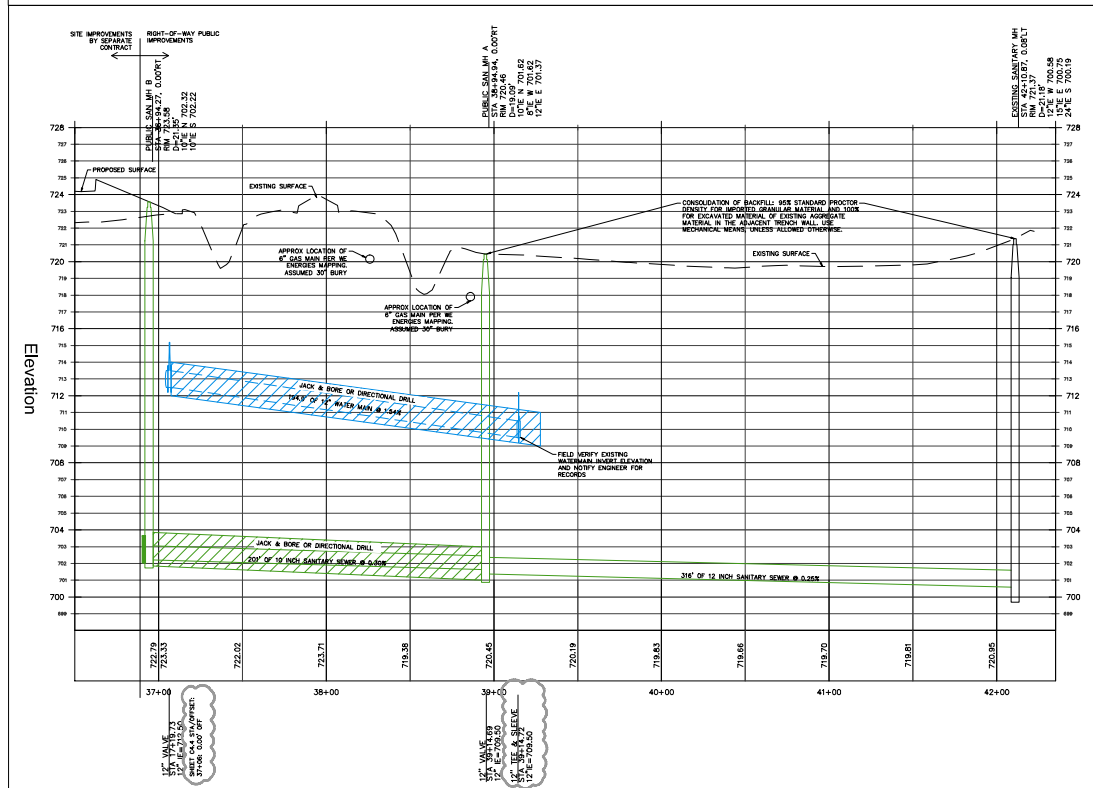
Personally, came before me this 2<sup>nd</sup> day of July, 2024, the above named Paul Bhardwaj to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
\_\_\_\_\_  
Notary Public, Kenosha County, WI  
My Commission Expires: 8/3/26

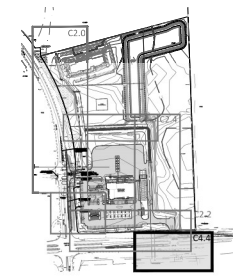




PLAN VIEW  
SCALE: 1"=30'



PROFILE VIEW  
HORIZONTAL: 1"=30'  
VERTICAL: 1"=3'



**PUBLIC MAIN EXTENSION KEY PLAN**  
NOTE:  
1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVORS  
2. NAVORS # 1849388 - 017.21

**Keller**  
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FAX: 608.786.5004

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FAX: 414.224.8800

WISCONSIN: 1000 N. Lincoln Ave., Milwaukee, WI 53233  
PHONE: 414.224.8800  
FAX: 414.224.8800

www.kellerwi.com

PROPOSED DEVELOPMENT FOR:

# GOLDEN OIL - SOMERS GATEWAY CENTER

SOMERS, WISCONSIN

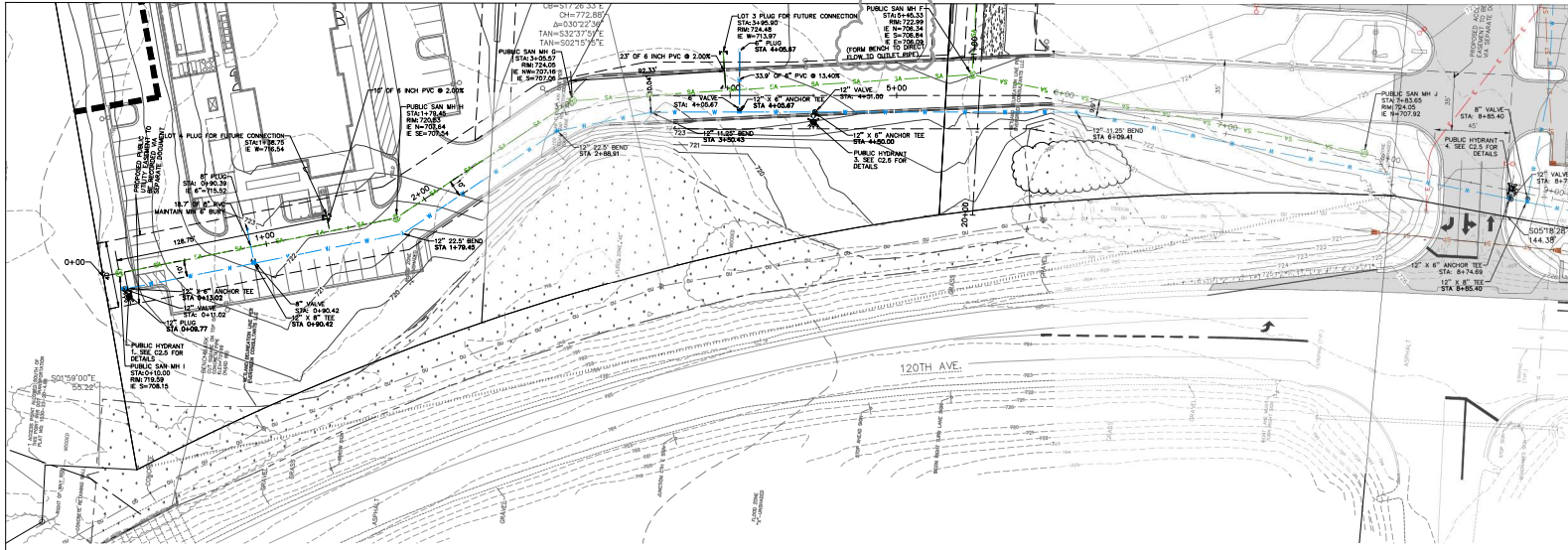
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REVISIONS:  
NOV. 22, 2024  
JAN. 20, 2025

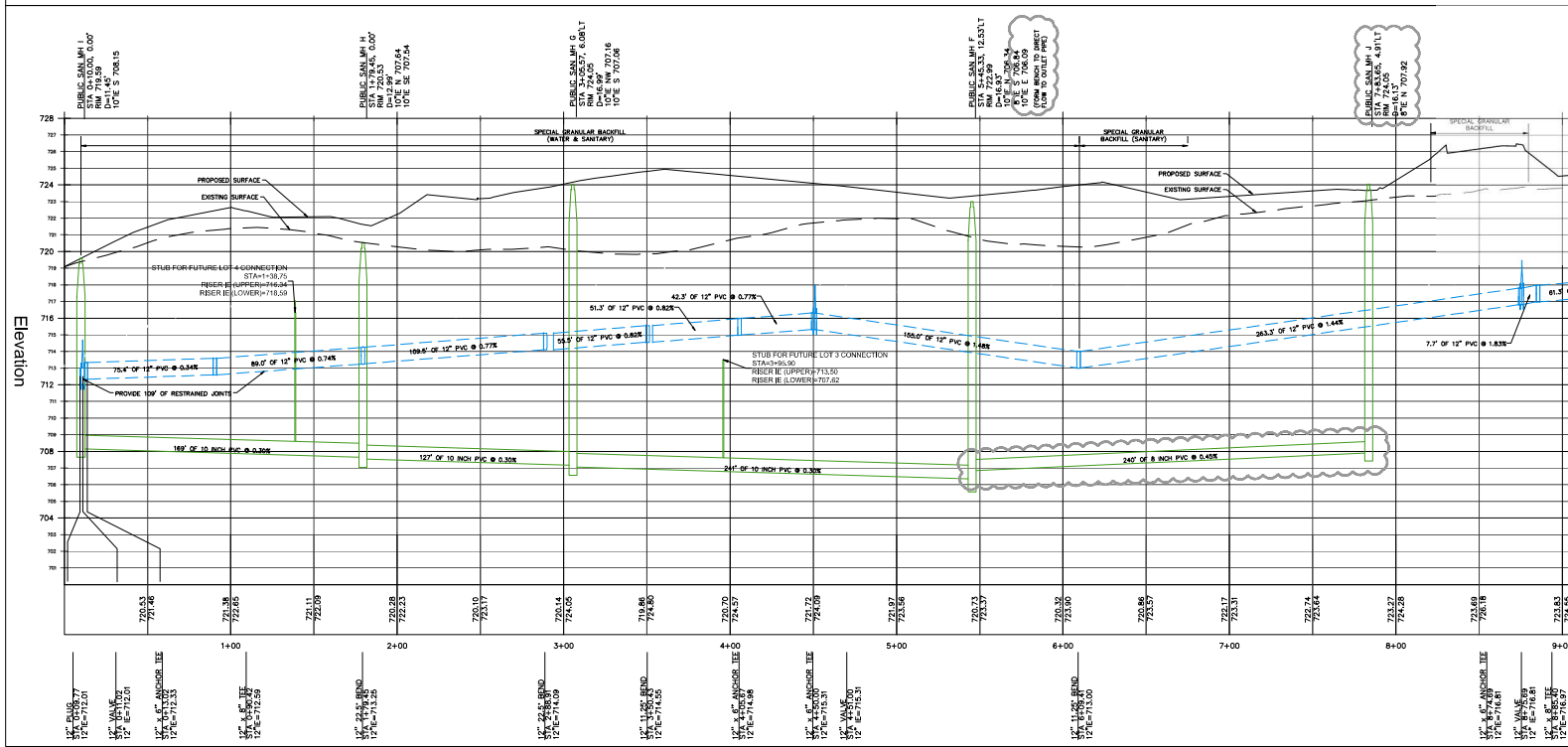
PROJECT MANAGER: N. LAURENT  
DESIGNER: R. LINDSTROM  
DRAWN BY: EXCEL ENGINEERING  
EXPEIDTOR: S. LAMON  
SUPERVISOR: T. RUDE

PRELIMINARY NO: P2188  
CONTRACT NO: 80550  
DATE: OCT. 28, 2024  
SHEET: C4.4

PUBLIC UTILITY EXTENSION PLAN & PROFILE - STA 37+06 - 42+35  
ISSUED FOR CONSTRUCTION

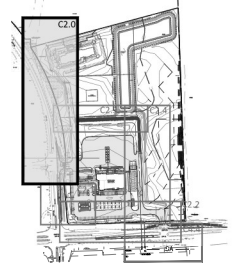


PLAN VIEW  
SCALE 1"=30'



PROFILE VIEW  
HORIZONTAL 1"=30'  
VERTICAL 1"=3'

SPECIFICATION NOTE:  
SEE SHEET C2.0 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS



PUBLIC MAIN  
EXTENSION KEY PLAN

VERTICAL DATUM CONVERSION  
1 SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
2 NAVD83 = MDSM + 531.17 FT

SPECIAL GRANULAR BACKFILL NOTE:  
FOR CONDUITS REQUIRING EXCAVATION BENEATH OR WITHIN 4 FEET HORIZONTALLY OF DRIVEWAYS, OR SIDEWALKS OR IN OTHER AREAS WHICH, IN THE OPINION OF THE VILLAGE ENGINEER, ARE OR MAY BE SUBJECT TO SIGNIFICANT TRAFFIC LOADING, SPECIAL GRANULAR BACKFILL SHALL BE PROVIDED ABOVE THE TOP OF THE SUBSIDIARY MATERIAL AND SHALL EXTEND UPWARD TO THE TOP OF GROUND OR PAVEMENT SUBGRADE. PROVIDE EITHER SAND, PIT RUN GRAVEL, GRANULAR MATERIAL, OR EXCAVATED GRANULAR MATERIALS.

1. Sand: Well graded free from organic matter, conforming with the "Standard Specifications for Sewer and Water Construction in Wisconsin," with the following gradation:

Sieve Size	Percent Passing
1/2 inch	100%
No. 10	49-60%
Material finer than No. 200	3-5%

2. Pit run gravel: Free from organic matter, unconsolidated granular material obtained from natural deposits of sand and gravel, passing 3/4 inch sieve, and not more than 15 percent passing the No. 200 sieve.

3. Gravel material: Use 1/2" gravel material free of fines conforming with the "Standard Specifications for Sewer and Water Construction in Wisconsin," with the following gradation:

Sieve Size	Percent Passing
1/2 inch	100%
3/8 inch	90-100%
3/16 inch	20-60%
No. 10	4-10%
No. 4	0-5%

4. Excavated granular materials: A mixture of sand and gravel, free from organic matter, clay, loam, silt and other foreign material, passing the 1/2-inch sieve, with not more than 15 percent passing the No. 200 sieve. Double check. Clean, well-graded, suitable angular material produced from bedrock limestone, dolomite, or granite.

5. Gravelation requirements:

Sieve Size	Percent Passing
3/8 inch	100%
3/16 inch	90-100%
3/32 inch	30-70%
1/16 inch	0-15%
3/64 inch	0-5%

**Keller**  
PLANNERS ARCHITECTS BUILDERS

FOR OFFICE: MADISON  
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FAX 608 784-5704

FOR OFFICE: MILWAUKEE  
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Milwaukee, WI 53233  
PHONE 414 961-1111  
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FOR OFFICE: WAUSAU  
1000 West Main  
Suite 100  
Wausau, WI 54981  
PHONE 715 848-2100  
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PROPOSED DEVELOPMENT FOR:

**GOLDEN OIL - SOMERS GATEWAY CENTER**

SOMERS WISCONSIN

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REVISIONS

- ▲ JAN. 20, 2025
- ▲ APR. 8, 2025

PROJECT MANAGER: N. LAURENT

DESIGNER: R. LINDSTROM

DRAWN BY: EXCEL ENGINEERING

EXPIRATOR: S. LAMON

SUPERVISOR: T. RUDE

PRELIMINARY NO: P22188

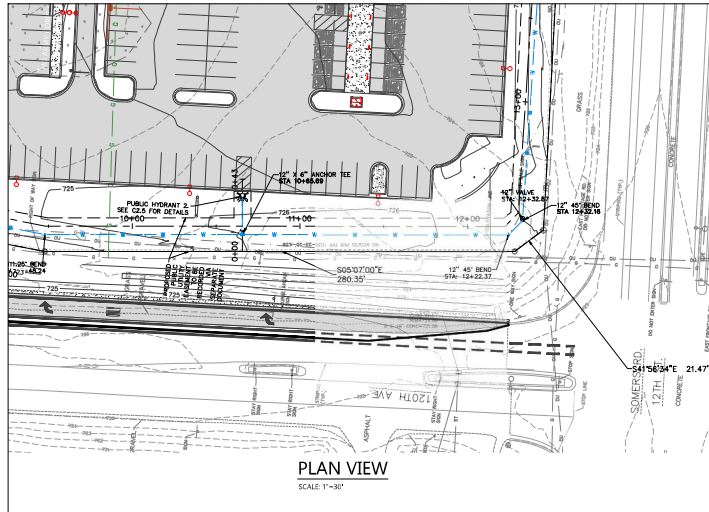
CONTRACT NO: 80550

DATE: OCT. 28, 2024

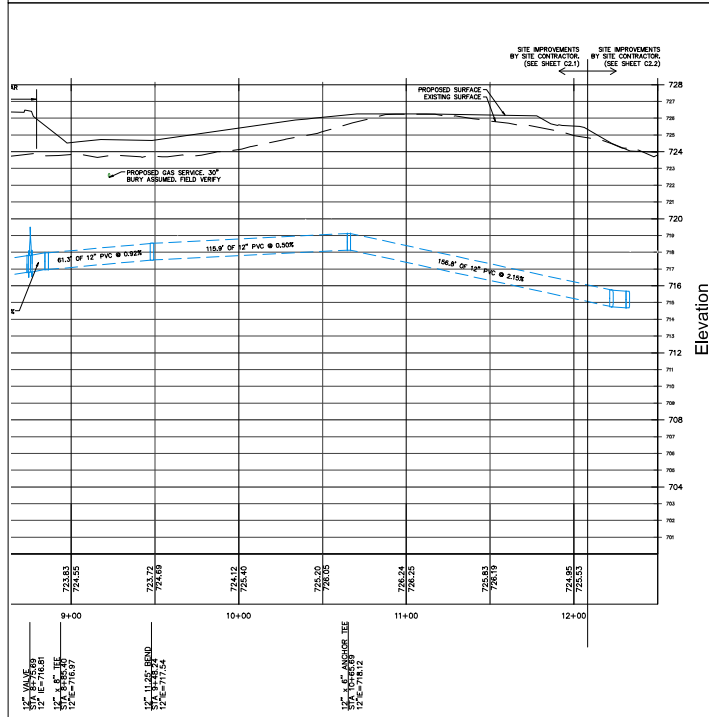
SHEET: C2.0

PUBLIC UTILITY EXTENSION PLAN & PROFILE - STA 0+00-9+00

ISSUED FOR CONSTRUCTION

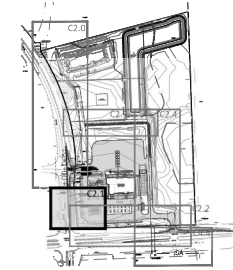


**PLAN VIEW**  
SCALE: 1"=30'



**PROFILE VIEW**  
HORIZONTAL: 1"=30'  
VERTICAL: 1"=5'

SPECIFICATION NOTE:  
SEE SHEET C0.2 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS



**PUBLIC MAIN  
EXTENSION KEY PLAN**  
N.T.S.

**VERTICAL DATUM CONVERSION**  
1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
2. NAVD83 - NAVD88 = 0.17 FT

**Keller**  
PLANNERS | ARCHITECTS | BUILDERS

**FOR OFFICE**  
NEW YORK: 100 West Street, 10th Floor, New York, NY 10038  
PHONE: (212) 761-5700 / (212) 761-5701  
FAX: (212) 761-5004

**MILWAUKEE**  
1000 Wisconsin Avenue, Milwaukee, WI 53233  
PHONE: (414) 881-7000  
FAX: (414) 881-7001

**WISCONSIN**  
1000 Wisconsin Avenue, Milwaukee, WI 53233  
PHONE: (414) 881-7000  
FAX: (414) 881-7001

**WISCONSIN**  
1000 Wisconsin Avenue, Milwaukee, WI 53233  
PHONE: (414) 881-7000  
FAX: (414) 881-7001

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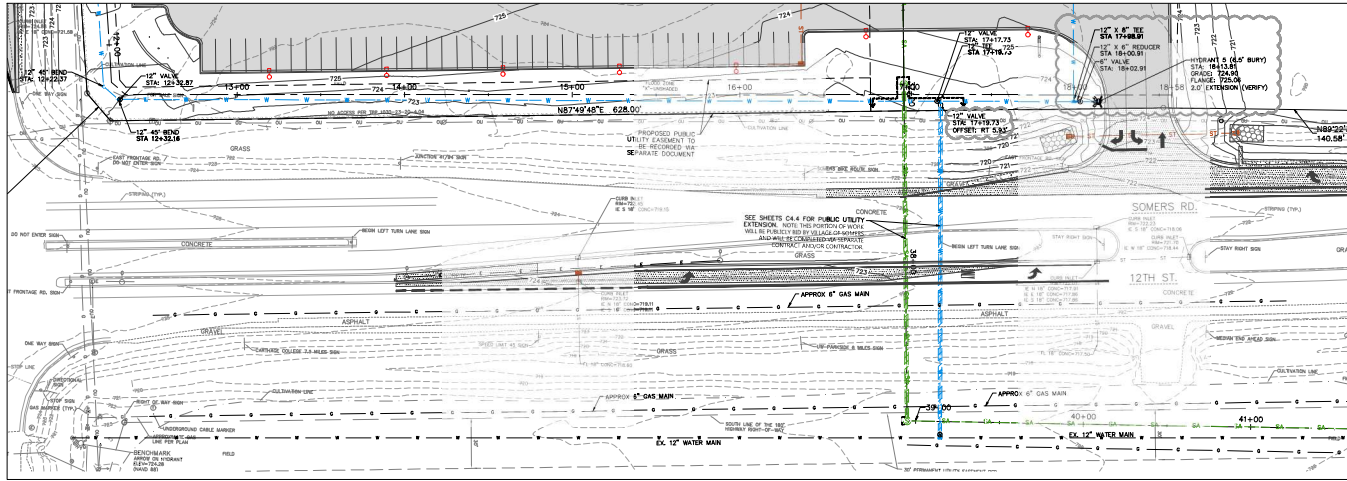
**PROPOSED DEVELOPMENT FOR:**  
**GOLDEN OIL - SOMERS GATEWAY CENTER**  
SOMERS, WISCONSIN

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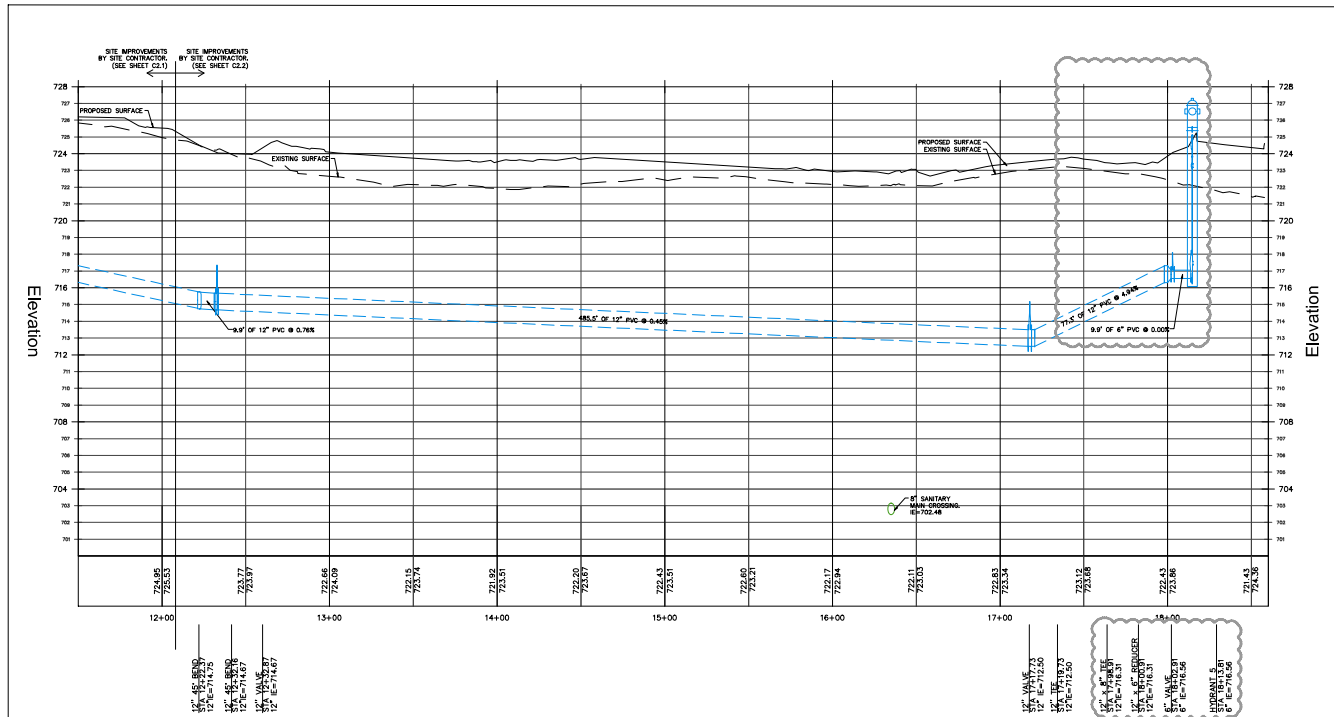
**REVISIONS**


**PROJECT MANAGER:** N. LAURENT  
**DESIGNER:** R. LINDSTROM  
**DRAWN BY:** EXCEL ENGINEERING  
**EXPECTOR:** S. LAMON  
**SUPERVISOR:** T. RUNDE  
**PRELIMINARY NO.:** P22188  
**CONTRACT NO.:** 80550

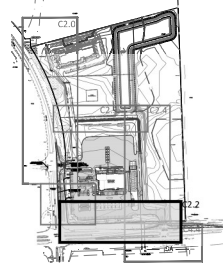




PLAN VIEW  
SCALE 1"=30'



PROFILE VIEW  
HORIZONTAL 1"=30'  
VERTICAL 1"=5'



PUBLIC MAIN  
EXTENSION KEY PLAN  
N.T.S.

VERTICAL DATUM CONVERSION  
1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
2. NAVD83 - NAVD88 = 0.17 FT

**Keller**  
PLANNERS ARCHITECTS BUILDERS

FOR OFFICE: 1515 North 10th St., P.O. Box 620, Madison, WI 53703  
PHONE (608) 786-5700 / 1-800-368-2004  
FAX (608) 786-5004

MILWAUKEE: 1000 N. Lincoln Ave., Milwaukee, WI 53233  
PHONE (414) 224-1111  
FAX (414) 224-1111

WISCONSIN: 1000 N. Lincoln Ave., Milwaukee, WI 53233  
PHONE (414) 224-1111  
FAX (414) 224-1111

www.kellerus.com

PROPOSED DEVELOPMENT FOR:

**GOLDEN OIL - SOMERS GATEWAY CENTER**

SOMERS

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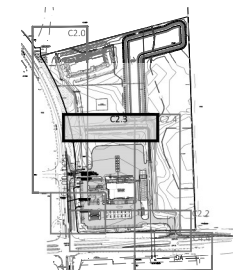
REVISIONS

NOV. 22, 2024
---------------

PROJECT MANAGER: N. LAURENT  
DESIGNER: R. LINDSTROM  
DRAWN BY: EXCEL ENGINEERING  
EXPEIOR: S. LAMON  
SUPERVISOR: T. RUDE  
PRELIMINARY NO: P22188  
CONTRACT NO: 80550  
DATE: OCT. 28, 2024  
SHEET: C2.2

SPECIFICATION NOTE:  
SEE SHEET C0.2 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS

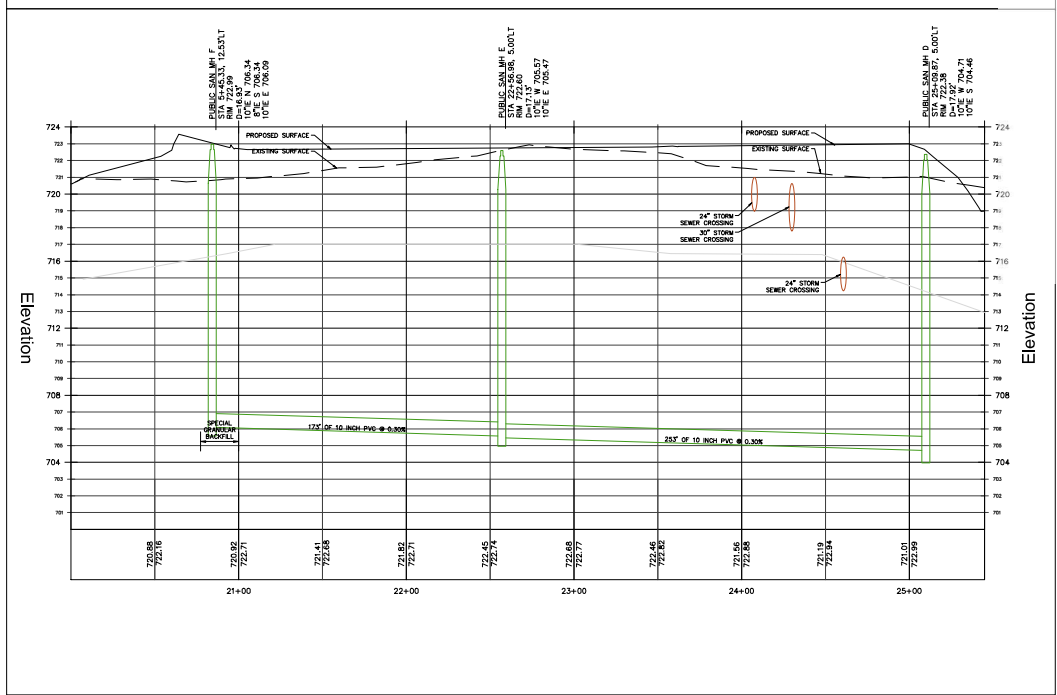
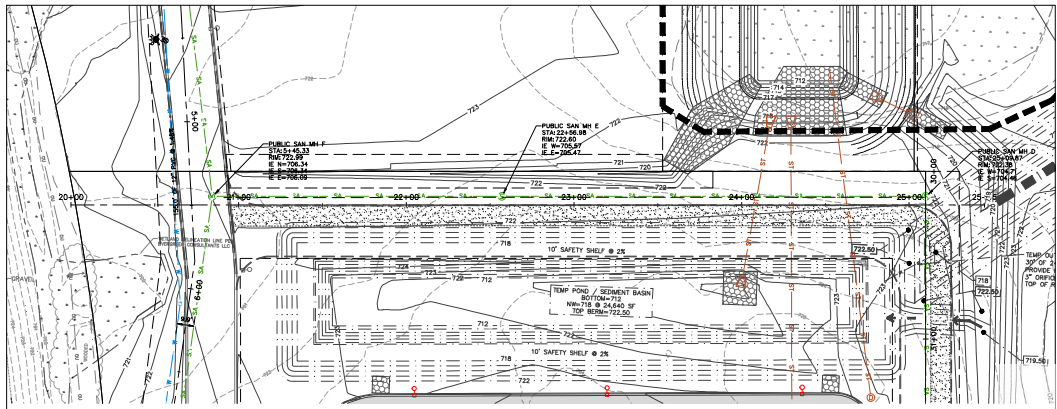
PUBLIC UTILITY EXTENSION PLAN & PROFILE - STA 12+08-18+58  
ISSUED FOR CONSTRUCTION



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FOR OFFICE: NEW YORK, ILLINOIS, MILWAUKEE, MADISON  
 FOR OFFICE: MILWAUKEE, MADISON, WISCONSIN

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**PUBLIC MAIN EXTENSION KEY PLAN**

VERTICAL DATUM CONVERSION  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
 2. NAVD83 = NAVD84 + 0.017 FT

SPECIAL GRANULAR BACKFILL NOTE:  
 FOR CONDUITS REQUIRING EXCAVATION BENEATH DRIVEWAYS OR SIDEWALKS OR IN OTHER AREAS WHICH IN THE OPINION OF THE VILLAGE ENGINEER, ARE OR MAY BE SUBJECT TO VEHICULAR TRAFFIC LOADS, SPECIAL GRANULAR BACKFILL SHALL BE PROVIDED ABOVE THE TOP OF THE BEINGING MATERIAL AND SHALL EXTEND UPWARD TO THE TOP OF GROUND OR PAVEMENT SURFACE, PROVIDE EITHER SAND, PIT RUN GRAVEL, GRANULAR MATERIAL, OR EXCAVATED GRANULAR MATERIALS.

1. Sand: Well graded, free from organic matter, conforming with the "Standard Specifications for Sewer and Water Construction in Wisconsin", with the following gradation:

Sieve Size	Percent Passing
4-inch	100%
No. 10	45-60%
Material finer than No. 200	3-5%

2. Pit run gravel: Free from organic matter, cohesionless granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 10 percent passing the No. 200 sieve.

3. Granular material: Clean 100 percent crushed stone or gravel conforming with the "Standard Specifications for Sewer and Water Construction in Wisconsin", with the following gradation:

Sieve Size	Percent Passing
1/4-inch	100%
3/4-inch	90-100%
3/8-inch	20-60%
No. 8	0-2%

4. Excavated granular materials: A mixture of sand and gravel, free from organic matter, clay, silt, and other foreign material, passing the 1/2-inch sieve, with not more than 10 percent passing the No. 200 sieve.

Sieve Size	Percent Passing
4-inch	100%
2-1/2-inch	90-100%
3/4-inch	30-70%
1-1/2-inch	0-10%
3/8-inch	0-6%

**GOLDEN OIL - SOMERS GATEWAY CENTER**  
 SOMERS, WISCONSIN

PROPOSED DEVELOPMENT FOR:

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REVISIONS


PROJECT MANAGER: N. LAURENT  
 DESIGNER: R. LINDSTROM  
 DRAWN BY: EXCEL ENGINEERING  
 EXPEDITOR: S. LAMON  
 SUPERVISOR: T. RUDE  
 PRELIMINARY NO: P22188  
 CONTRACT NO: 80550  
 DATE: OCT. 28, 2024

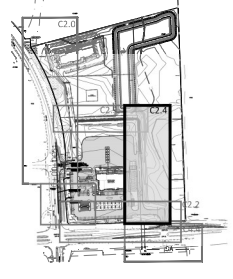


PUBLIC UTILITY EXTENSION PLAN & PROFILE - STA 20+00-25+45  
 EXCEL JOB # 2262000

ISSUED FOR CONSTRUCTION

SHEET: **C2.3**

SPECIFICATION NOTE:  
 SEE SHEET C0.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



**PUBLIC MAIN EXTENSION KEY PLAN**

**VERTICAL DATUM CONVERSION**

- 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83
- 2. NAVD83 = MANGS83 + 0.117 FT.

**SPECIAL GRANULAR BACKFILL NOTE:**

FOR CONDUITS REQUIRING EXCAVATION BENEATH OR WITHIN 4 FEET HORIZONTALLY OF DRIVEWAYS OR SIDEWALKS OR IN OTHER AREAS WHICH IN THE OPINION OF THE VILLAGE ENGINEER, ARE OR MAY BE SUBJECT TO VEHICULAR TRAFFIC LOADING, SPECIAL GRANULAR BACKFILL SHALL BE PROVIDED ABOVE THE TOP OF THE BEDDING MATERIAL AND SHALL EXTEND UPWARD TO THE TOP OF GROUND OR PAVEMENT SUBGRADE. PROVIDE EITHER SAND, PIT RUN GRAVEL, GRANULAR MATERIAL, OR EXCAVATED GRANULAR MATERIALS:

- 1. Sand: Well graded free from organic matter, conforming with the "Standard Specifications for Sewer and Water Construction in Wisconsin," with the following gradation:

Sieve Size	Percent Passing
4-inch	100%
No. 10	48-60%
Notified finer than No. 200	2-5%

- 2. Pit run gravel: Free from organic matter, substandard granular material obtained from natural deposits of sand and gravel, passing 3/4-inch sieve, and not more than 1% percent passing the No. 200 sieve.

- 3. Granular material: Use 100 percent crushed stone or gravel conforming with the "Standard Specifications for Sewer and Water Construction in Wisconsin," with the following gradation:

Sieve Size	Percent Passing
1/4-inch	100%
3/4-inch	85-100%
3/8-inch	20-50%
No. 4	5-10%
No. 8	0-5%

- 4. Excavated granular materials: A mixture of sand and gravel, free from organic matter, clay, silt, and other foreign material, passing the 1/2-1/4-inch sieve, with not more than 10 percent passing the No. 200 sieve. Crushed stone: Clean, hard, tough, durable, angular material crushed from bedrock (limestone, dolomite, or granite).

- a. Gradation requirements:

Sieve Size	Percent Passing
3/4-inch	100%
2 1/2-inch	80-100%
3-inch	35-70%
1 1/2-inch	5-15%
3/4-inch	0-5%

PROPOSED DEVELOPMENT FOR:

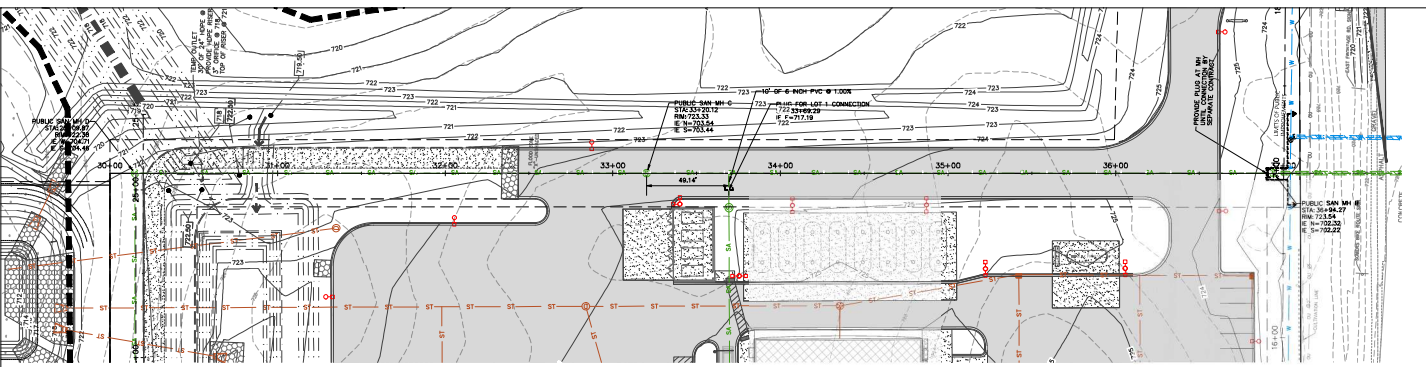
**GOLDEN OIL - SOMERS GATEWAY CENTER**

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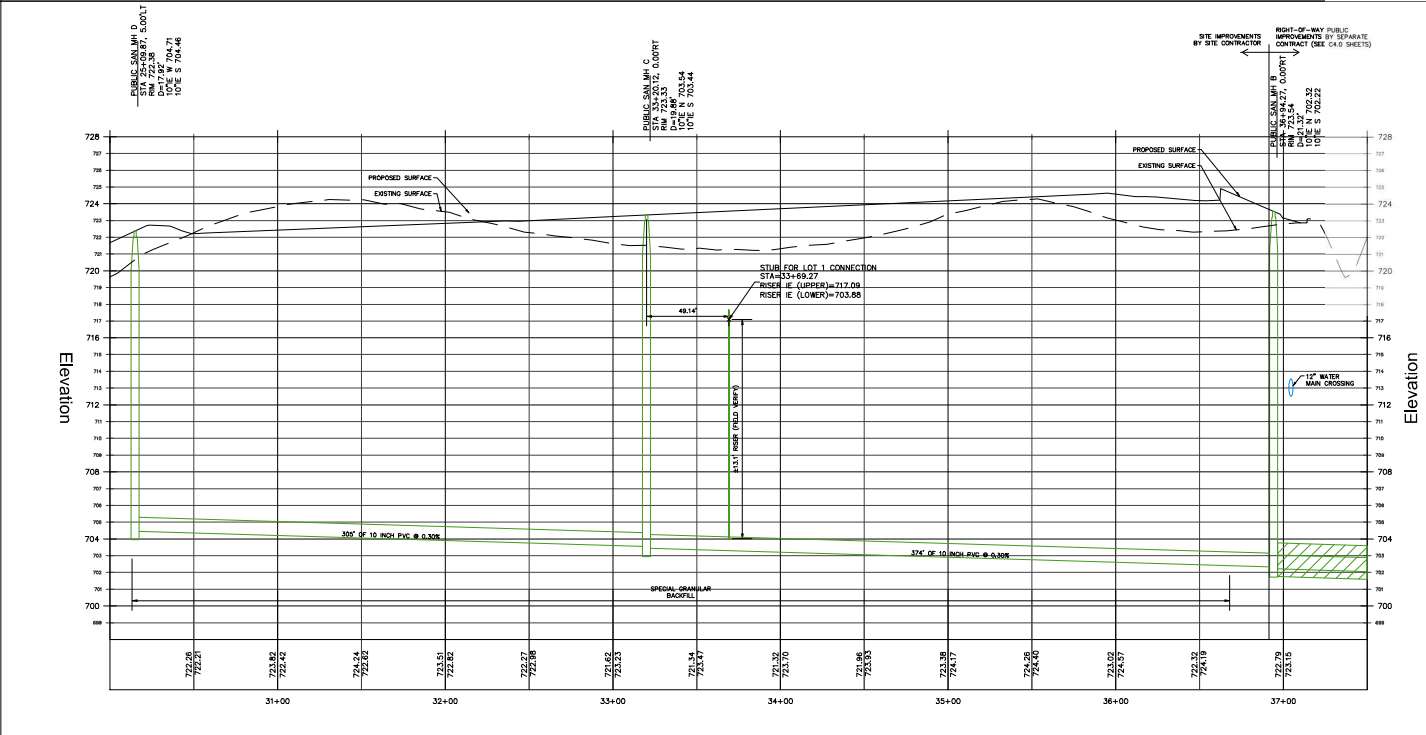
REVISIONS

1		
2		
3		
4		
5		

PROJECT MANAGER: N. LAURENT  
 DESIGNER: R. LINDSTROM  
 DRAWN BY: EXCEL ENGINEERING  
 EXPEIOR: S. LAMON  
 SUPERVISOR: T. RUNDE  
 PRELIMINARY NO.: P22188  
 CONTRACT NO.: 80550  
 DATE: OCT. 28, 2024

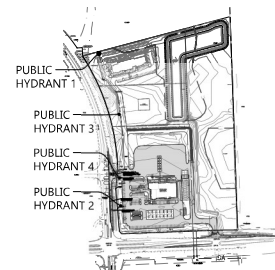


**PLAN VIEW**  
 SCALE: 1"=30'



**PROFILE VIEW**  
 HORIZONTAL: 1"=30'  
 VERTICAL: 1"=5'

SPECIFICATION NOTE:  
 SEE SHEET C0.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



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FOR OFFICE: NEW YORK, NY, P.O. Box 620, Madison, WI 53703, PHONE 608 786-5700 / 1-800-286-5700, FAX 608 786-5004

FOR OFFICE: MILWAUKEE, WI 53201, PHONE 414 224-1100, FAX 414 224-1101

FOR OFFICE: MADISON, WI 53703, PHONE 608 445-2340, FAX 608 445-2340

FOR OFFICE: WAUSAU, WI 54980, PHONE 715 849-3141, FAX 715 849-3100

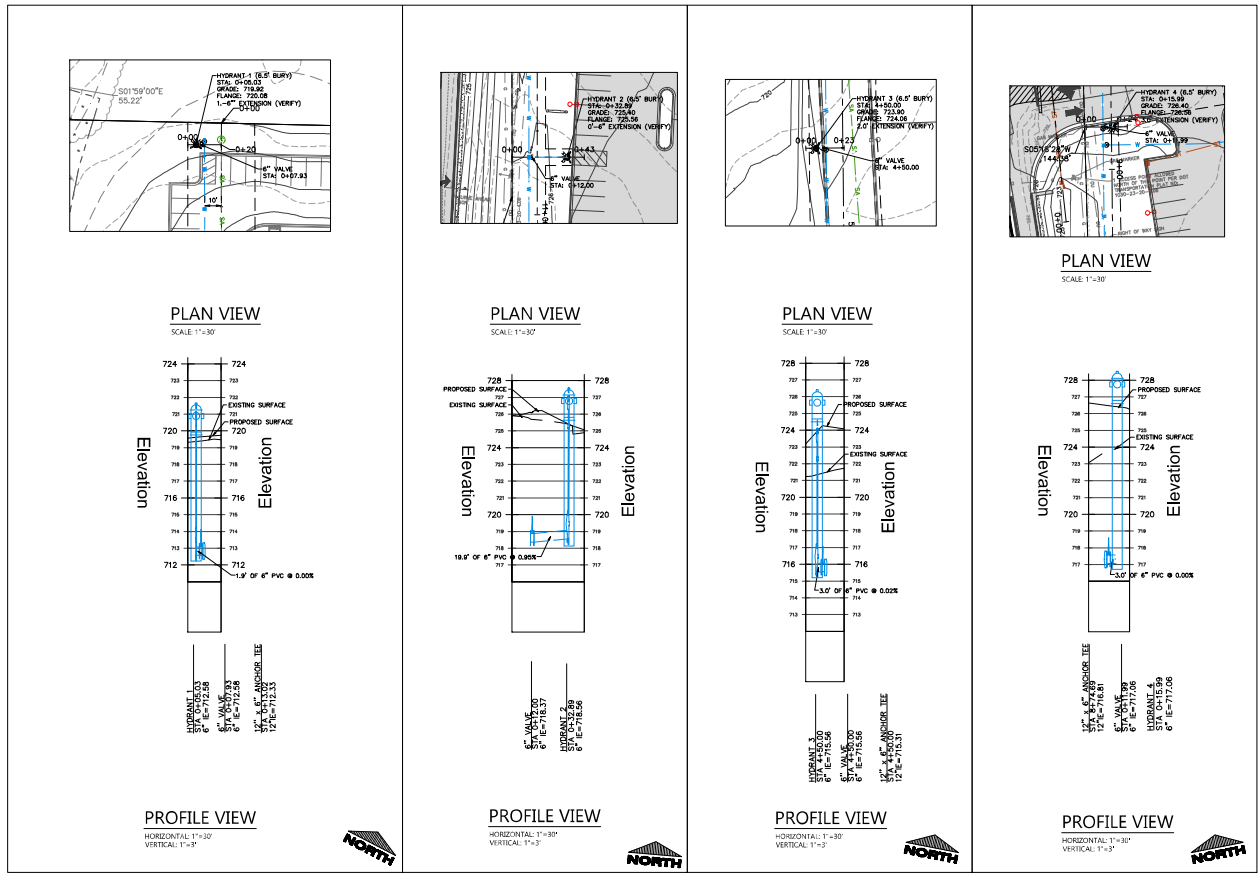
www.kellerusa.com

**PUBLIC HYDRANT KEY PLAN**

NOTE:

VERTICAL DATUM CONVERSION:  
1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD83  
2. NAVD83 = NAVD86 + 0.17 FT

SPECIFICATION NOTE:  
SEE SHEET C0.2 FOR PLAN SPECIFICATIONS AND REQUIREMENTS



PUBLIC HYDRANT 1      PUBLIC HYDRANT 2      PUBLIC HYDRANT 3      PUBLIC HYDRANT 4

WISCONSIN

SOMERS

PROPOSED DEVELOPMENT FOR:

**GOLDEN OIL - SOMERS GATEWAY CENTER**

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REVISIONS


PROJECT MANAGER: N. LAURENT  
DESIGNER: R. LINDSTROM  
DRAWN BY: EXCEL ENGINEERING  
EXPECTOR: S. LAMON  
SUPERVISOR: T. RUNDE  
PRELIMINARY NO: P22188  
CONTRACT NO: 80550



PUBLIC HYDRANT PLAN & PROFILES  
SHEET: **C2.5**  
ISSUED FOR CONSTRUCTION

DATE: OCT. 28, 2024

**IRREVOCABLE LETTER OF CREDIT  
NUMBER \_\_\_\_\_**

Issue Date:

Beneficiary: Village of Somers, Kenosha County, Wisconsin

Amount: \$ \_\_\_\_\_

Expiration Date: \_\_\_\_\_, 20 \_\_\_\_

Gentlemen:

\_\_\_\_\_ (“Bank”) hereby establishes, at the request of and for the account of \_\_\_\_\_, in favor of the Village of Somers, Wisconsin (“Beneficiary”), our Irrevocable Letter of Credit Number \_\_\_\_\_ for the sum or sums not exceeding \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars (the “Credit Amount”) available \_\_\_\_\_, 20\_\_\_\_, and expiring on \_\_\_\_\_, 20\_\_\_\_ (the “Expiration Date”). The Credit Amount is available to Beneficiary against presentation of Beneficiary’s draft(s) at sight drawn on Bank at \_\_\_\_\_.  
Bank Address

Each request drawn under this Letter of Credit must be accompanied by:

- (i) an original executed Sight Draft, in the form attached hereto as Annex A (the “Sight Draft”);
- (ii) an original executed certification, in the form of a letter, on Beneficiary’s letterhead, in the form attached hereto as Annex B (the “Certification”); and
- (iii) this original Letter of Credit, so that the amount of any partial draw upon this Letter of Credit can be marked or reflected thereon, prior to being returned to the Beneficiary, or so that this Letter of Credit can be retained and canceled if the entire balance or remaining balance or the Credit Amount is drawn hereunder.

This Letter of Credit shall expire on the earlier to occur of:

- (i) the Expiration Date;
- (ii) the date on which Beneficiary surrenders this Letter of Credit to Bank for cancellation; or
- (iii) payment at any time by Bank of the entire balance or the remaining balance of the Credit Amount. If the Expiration Date of this Letter of Credit is not a business day (as defined below), then this Letter of Credit shall expire at Bank’s close of business on the first business day (as defined below) thereafter. Beneficiary shall promptly deliver this Letter of Credit to Bank upon expiry.

We hereby engage with the Beneficiary that all drafts drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored by us upon presentation to Bank of the applicable Sight Draft, the Certification and the Letter of Credit as specified above at the aforesaid address during Bank's business hours and any day on which Bank is open for business (a "business day") through the Expiration Date.

The Credit Amount of this Letter of Credit shall be automatically reduced by the amount of any previous payments by Bank hereunder, regardless of whether any such payment is marked or reflected on this Letter of Credit.

The Bank hereby undertakes and engages that all demands made in conformity with this Letter of Credit will be duly honored upon presentation. If, within three (3) days after the date of any demand for payment (which shall be made in conformity with this Letter of Credit) is presented, the Bank fails to honor the same, the Bank agrees to pay all attorneys fees, court costs and other expenses incurred by Village in enforcing the terms of this Letter of Credit.

This Letter of Credit is irrevocable and unconditional. This Letter of Credit sets forth in full the terms of bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by references to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

This Letter of Credit is not transferrable or assignable, except with the prior written consent of Bank. Please address all correspondences regarding this Letter of Credit to the attention of \_\_\_\_\_, mentioning our reference number as it appears above.

Sincerely,

\_\_\_\_\_ BANK

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

**ANNEX A**

(TO \_\_\_\_\_ BANK)  
Letter of Credit No. \_\_\_\_\_

**SIGHT DRAFT**

**DRAWN UNDER \_\_\_\_\_ BANK IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_**

**Amount:** \_\_\_\_\_

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

At sight pay to the order of **THE VILLAGE OF SOMERS, WISCONSIN:**

**Amount:** \_\_\_\_\_

\_\_\_\_\_  
(Beneficiary)

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

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

To: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ANNEX B**

(To \_\_\_\_\_ Bank)  
Letter of Credit No. \_\_\_\_\_

\_\_\_\_\_  
Bank Address  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Gentlemen:

The undersigned holds the office and position set forth below and is authorized to make the certification herein provided on behalf of THE VILLAGE OF SOMERS, WISCONSIN (“Beneficiary”). Beneficiary hereby certifies to \_\_\_\_\_ Bank (the “Bank”) as follows:

That the amount of the accompanying sight draft is due and payable to THE VILLAGE OF SOMERS, WISCONSIN.

\_\_\_\_\_  
(Beneficiary)

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

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

**DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF SOMERS AND GOOD COMPANY US, LLC FOR “CANDLEWOOD SUITES”, A PROPOSED PLANNED UNIT DEVELOPMENT BEING A PART OF SECTION 19, TOWN 2 NORTH, RANGE 22 EAST**

WITNESS THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the VILLAGE OF SOMERS, Kenosha County, Wisconsin, the VILLAGE OF SOMERS UTILITY DISTRICT (“District”) and the VILLAGE OF SOMERS WATER UTILITY (“Utility”) (the Village of Somers, the Utility and the District are hereinafter collectively referred to as the “Village”) and GOOD COMPANY US, LLC, a Wisconsin limited liability company (hereinafter referred to as the “Developer”).

WHEREAS, the Developer has proposed to rezone and develop a Planned Unit Development on a parcel of land (the “Property”) depicted on the approved Certified Survey Map (“CSM”) attached hereto as Exhibit “A”, which legal description for said Property is as follows:

Lot 4 of Certified Survey Map No. 3093, recorded in the Kenosha County Register of Deeds Office as Document No. 1966319, being part of the Northeast 1/4 and southeast 1/4 of the Southwest 1/4 of Section 7, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.

WHEREAS, the Developer has proposed a Planned Unit Development for the construction of a hotel building; and

WHEREAS, it is the proposal of the Developer, and the understanding and agreement of the Village, that the approval of the Site Plan, Conditional Use Permit, CSM, Zoning and Planned Unit Development will be subject to the submission of one or more additional site plans which will detail all further building locations and vehicular and utility access to the same to the extent required by the Village. To that end, the Developer warrants and represents that each such site plan shall be subject to the requirements of this Agreement and such additional detail as is necessary shall be submitted for the review and approval of the Village to fulfill the requirements of this Agreement, as well as State Statutes, Administrative Code provisions, and Village of Somers ordinance provisions, prior to approval;

WHEREAS, the Village Plan Commission has approved the CSM, the Site Plan (Exhibit “B”), and Planned Unit Development (P.U.D.) (Exhibit “C”) and has recommended to the Village Board that said Planned Unit Development, as amended from time to time, be approved subject to the following terms and conditions; and

WHEREAS, this Agreement imposes various on-site infrastructure obligations upon the Developer in order to prepare the Property for development in accordance with the Village’s requirements, the costs for which shall be borne by the Developer; and

## I. INFRASTRUCTURE IMPROVEMENTS

### A. SANITARY SEWER - DEVELOPER CONSTRUCTED.

1. Village shall allow Developer to extend and connect its onsite sanitary sewerage system to the public sanitary sewerage system of Village at the cost and expense of Developer. Village shall cooperate with Developer in obtaining all necessary permits required from the State of Wisconsin and the Kenosha Water Utility for such sanitary sewerage systems, extensions and connections.

2. Village shall allow Developer to locate sanitary sewer and municipal water lines to serve property in the P.U.D. adjacent to the private roads located in the P.U.D. in easements. Such sanitary sewer and water lines will be run adjacent to the private streets with metering manholes and individual meters for any individual parcels based upon plans approved by the Village. Piping may cross under the onsite private roads to facilitate connections.

3. Any buildings constructed in the P.U.D. shall be required to have individual sanitary sewer metering manholes which shall be approved by the Village.

4. If any funds and/or "letter of credit" deposited by the Developer for inspection, engineering, legal and/or administrative expenses, are not required, they shall be returned to the Developer. However, in the event additional or unforeseen costs or expenses are incurred which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of demand by the Village reimburse to the Village all such costs and expenses so incurred.

### B. WATER MAINS-DEVELOPER CONSTRUCTED.

1. The Developer shall be responsible to pay the full cost for the design and construction of a complete onsite potable water distribution system to service any building of the P.U.D. including connection to the water distribution system of the Somers Water Utility.

2. Any funds and/or letter of credit deposited by the Developer that are not required following completion of construction, shall be returned to the Developer. However, in the event additional or unforeseen costs or expenses are incurred by the Village which are in excess of the funds deposited by the Developer with the Village, then the Developer shall within thirty (30) days of demand by the Village reimburse to the Village all such costs and expenses so incurred.

3. Village shall allow Developer to locate public water main and municipal water lines to serve property in the P.U.D. adjacent to the private roads located in the P.U.D. in easements. Such public water mains, if any, and water lines will be run adjacent to the private streets with meters installed in the individual buildings.

C. INTERNAL ROADWAYS AND STORM SEWERS.

1. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications for all internal roads prepared by Developer's Engineer, including roadbed preparation and storm sewer construction which shall be as set forth in Exhibit "F" attached hereto and incorporated herein by reference. For purposes of this Section C, all references to road or roads shall include curbs and gutters, all in accordance with Exhibit "F" attached hereto. No construction of said roads shall be commenced until plans and specifications have been reviewed by the Village Consulting Engineer and approved by Village. All road improvements with the exception of those portions of roadway designated on the Certified Survey Map as publicly owned, once constructed, shall be privately owned by Developer. All roads on the Property will be private roads. The Developer acknowledges that connections in the public roads will need to be built to public specifications and approved by the Wisconsin Department of Transportation (WDOT), Kenosha County and the Village. The Village shall allow such private roads or parking lots to be used after construction has been completed and Developer has certified to the Village that the private street is in compliance with the specifications provided herein. The entire cost for the construction of all private roads within the P.U.D. shall be paid by the Developer. The Developer's Engineer shall submit to the Village both paper and electronic copies of private street plans and specifications.

2. Long-Term Maintenance. Developer shall be responsible for the maintenance of all private roadways within the P.U.D. including crack filling, pavement markings, filling of potholes and pavement replacement where necessary. Prior to the closure of the TID, all privately owned streets within the TID shall be repaved if necessary at Developer's cost. The determination of the necessity of repaving shall be made by a mutually agreed upon third party determining which roadways within the P.U.D. are below the average WISLR rating for roads in the Village of Somers at such time. For any roads which are below the average WISLR for roads in the Village of Somers, the Developer agrees to bring such roadways up to such average WISLR for the Village of Somers, at Developer's cost. In the event that funds are available in the TID at the time of such repaving, or will be available before the closing of the TID, and following the payment of all costs and reimbursements as described and prioritized in Section IV hereof, Developer will be reimbursed for all costs associated with repaving. It is understood and agreed by the parties hereto that the Village shall be under no responsibility to pay for any portion of the repaving of private streets and that any reimbursement to Developer for such repaving will only be based upon the availability of funds in the TID.

3. Public Access Easement. With the execution of this Agreement, the Somers Gateway Center, LLC, has granted to the Village a Municipal Utilities and Access Easement, a fully executed copy having been recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

D. EXTERNAL TRAFFIC IMPROVEMENTS.

1. Required Improvements. The Developer shall be responsible to pay for and shall proceed with the preparation of complete plans and specifications prepared by Developer's Engineer for road, roadbed preparation, and road right-of-way acquisition for the construction of public

roadways with all streets constructed as depicted on Exhibit “F” attached hereto. For purposes of this Section D, all references to road or roads shall include concrete curbs and gutters. No construction of public roads shall be commenced until plans and specifications have been reviewed and approved by the DOT, Kenosha County and the Village Consulting Engineer. The public roads shall be accepted by the Village upon (i) completion in accordance with the approved plans and specifications, (ii) construction and delivery without defect, damage or non-conformance, (iii) delivery to Village of certified copies of all tests of the road surface of such roads, (iv) receipt of lien waivers from all contractors, (v) acceptance by the DOT and verification by Kenosha County and the Village Consulting Engineer of all of the above. The entire costs for the construction of said roads including fees for Village services (inspection, engineering, legal, etc.) shall be borne by the Developer. The Developer’s Engineer shall submit to the Village both paper and electronic copies of all roadway plans and specifications.

E. GRADING, EROSION CONTROL AND SURFACE WATER DRAINAGE.

1. Upon signing this Agreement, the Developer shall provide a complete design for grading, erosion control and surface stormwater drainage facilities which shall be adequate to serve the development and shall be in compliance with requirements and specifications as set forth in §18.32(F) of the Somers Subdivision and Platting Ordinance. Storm and surface waters shall be retained on the Property to the extent necessary to assure that the rate of storm and surface water runoff from the Property, during the construction and after completion of construction of improvements, shall not be greater than the rate of runoff allowed in Chapter 18 of the Code of Ordinances. Stormwater drainage shall be accomplished by the construction of a stormwater collection system in accordance with the subdivision Stormwater Plan, Exhibit “G” attached hereto. All such plans and specifications referred to above shall be reviewed by the Village Consulting Engineer and approved by the Village, such costs of review to be paid by Developer.

2. Upon receipt of the construction bids and the determination of a responsible bidder by review of the qualifications pursuant to Chapter 22 of such prospective Contractor by the Village Consulting Engineer, the Developer shall inform the Village of the amount of such bid and the Contractor to whom contracts shall be awarded and the Developer shall deposit with the Village one hundred twenty (120%) percent of the full amount of the estimated engineering, administrative and legal fees or an irrevocable letter of credit as described in A.3. on page 4 of this Agreement, if not already included in such letter of credit. Following the delivery of such letter of credit to cover all such expenses incurred by the Village including engineering, legal, administrative and other contingencies, the Developer shall then award the contract to the responsible bidder and may proceed to construction.

3. The Developer shall create a Storm Water Pollution Prevention Plan (SWPPP) which shall address the concerns associated with storm water pollution during mass grading and site preparation during construction of the initial phase of the development, including the detention basin. Upon completion of the detention basin, a topographic survey of the detention basin shall be obtained by the Developer and submitted to the Village Consulting Engineer for review and conformance with the exhibits incorporated herein by reference. Upon completion of construction of the storm water detention facilities, the Developer’s Engineer will certify that such construction is in

conformance with the subdivision Stormwater Plan, Exhibit “G” incorporated herein by reference. No occupancy permit shall be issued for any building until such time as a complete topographic survey of the entire development shall have been obtained by the Developer and submitted to the Village Consulting Engineer which shall confirm conformance with the subdivision site plan and subdivision storm water plan.

4. Public Access Easement. With the execution of this Agreement, the Somers Gateway Center, LLC, has granted to the Village a Municipal Utilities and Access Easement, a fully executed copy having been recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

5. Retention and detention basins, underground storm and surface water conveyance systems and outlet structures for storm and surface water shall meet Village’s current outflow and storage requirements as well as all WDNR requirements and shall be subject to a separate agreement with Kenosha County. Somers Gateway Center, LLC, shall submit plans, specifications and calculations for such storm and surface water drainage system to Village Consulting Engineer and to Kenosha County and obtain written approval from the Village. All portions of the Property designated as retention and detention basins and outlet structures shall be retained by Somers Gateway Center, LLC. Either Somers Gateway Center, LLC or a new property owner to which title is transferred shall be responsible for maintenance, replacement or repair of all retention and detention basins, storm and surface water conveyance systems and outlet structures lying within the Property, excepting those on public rights-of-way. Somers Gateway Center, LLC shall provide Village with a maintenance easement for the storm and surface water drainage facilities not located within public rights-of-way, and the Village may specially assess benefitted property for any service performed by the Village or at its instance. Village shall assume all control and maintenance responsibility for storm sewers in any public right-of-way or public easement upon approval and acceptance of completed public improvements.

6. Somers Gateway Center, LLC, shall enter into a maintenance agreement to provide for the maintenance of stormwater detention facilities beyond the duration of this Agreement in accordance with Exhibit “I”. The maintenance agreement or a recordable document memorializing that Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, so that it is binding upon all subsequent owners of land served by the stormwater management detention facilities. The maintenance agreement shall contain, at a minimum, the following information and provisions:

- (a) Identification of the stormwater facilities and designation of the drainage area served by the facilities.
- (b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with Exhibit “I”.
- (c) Identification of the Developer responsible for long-term maintenance of the stormwater management practices identified in the stormwater plan required hereunder.

- (d) Requirement that the landowner shall maintain stormwater detention facilities in accordance with Exhibit "T".
- (e) Authorization for the Village to access the property to conduct inspections of stormwater detention facilities as necessary to ascertain that the facilities are maintained and in accordance with the Agreement. This authorization shall also be noted on the CSM prior to recording the same.
- (f) Provisions that the landowner charged with the responsibility to perform the terms of the maintenance agreement repair any maintenance problems which require correction, the specified corrective actions to be taken within thirty (30) days of written notice to Developer (or Developer's approved designee) of the problem (unless after written notice from Developer to Village seeking a longer period of time for compliance for good cause, approval of an extension is granted by Village.
- (g) Authorization for the Village at its discretion to perform the corrective actions if the responsible owner does not make the required action within the specified time period together with the provision that the Village may enter the amount due on the tax rolls and collect the money as a special charge against all property benefitted by such action by the Village pursuant to §66.0703, Wis. Stats. This authorization shall also be noted on the CSM before recording the same.
- (h) Water quality enhancement program through aeration if required by WDNR.

7. The entire development shall be graded and restored to the proposed elevations shown on the approved grading plan.

8. The Developer will pay for all costs associated with the grading, erosion control and stormwater drainage facilities including the Village's administrative, legal and engineering costs.

**II. ADDITIONAL REQUIRED DEVELOPER IMPROVEMENTS AND DESIGN STANDARDS FOR SAME**

**A. LANDSCAPING.**

1. The Developer shall provide plans and specifications to be approved by the Village, for landscaping for all areas of the proposed development which are in accordance with the landscaping standards stated hereafter. It is hereby acknowledged that Exhibit "H" satisfies the requirements set forth herein. Plans shall show plant lay-out, and shall specify a species and size. All landscaping shall be sprinkled.

2. The total of the area surface of the P.U.D. which shall be devoted to green space shall be as is depicted on the exhibits attached hereto or referred to in other documents or incorporated herein by reference. For purposes of this Agreement, "green space" shall be defined as areas which

do not constitute impervious or otherwise improved surface areas. For purposes of calculating “green space” area for compliance with applicable Village imposed requirements, any offsite contiguous lands acquired by Developer either in fee simple or by permanent easement for the sole purpose of complying with stormwater drainage requirements stated herein shall be included in such calculation. The landscaping standards contained herein establish a point system to determine the appropriateness and effectiveness of plant installation. The system recognizes that the installation and maintenance of live plants is essential to create a healthy, safe and aesthetically pleasing environment. The system places priority on the planting of deciduous shade trees which results in the highest level of environmental impact mitigation. As such all real property proposed for development shall be landscaped as follows:

- (a) Planting designs shall concentrate on shading building roofs, parking lots, pedestrian facilities and the adjoining public streets. Equally important are foundation and screening plantings intended to soften the transition from the ground plane to the vertical plane.
- (b) Landscaping shall be provided based on the following requirements or point schedules. Landscaping is defined as living plants normally cultivated or used on residential and business sites. These requirements supercede any other landscaping or screening requirements of the zoning ordinance. The requirements of each of the following categories are additive and must be satisfied independently except in the following circumstances: (1) on corner lots, one-half of the trees provided to meet the street frontage requirement may be credit toward satisfying the landscape point/tree requirements of the paved areas standard if said street frontage trees meet the location requirements of both the street frontage and paved areas sections; and (2) the landscape point totals associated with landscaping planted to meet the buffer yard requirements shall be credit toward the point totals required to meet any other landscape requirement provided the buffer yard plants meet the location requirements of both the buffer yard section and the section for which credit is requested.
  - (1) One (1) large deciduous tree shall be planted for each fifty (50') feet of property line along a public street right-of-way. Said trees shall be planted in the public terrace equidistant from the curb and the normal sidewalk line or on the private site and within ten (10') feet of the property line adjoining the public right-of-way. The preference for tree locations is on private property. The trees should be planted as near as possible at intervals of fifty (50') feet on center although the clustering of trees for valid design purposes may be allowed.
  - (2) One hundred fifty (150) points of landscaping shall be planted for each three thousand (3,000') square feet of paving. At least one-half of the landscape points required shall be satisfied by the planting of large deciduous trees. Paving is defined as all hard surfaced areas within the ground plane including but not limited to parking stalls, driveways, trash enclosure pads, loading docks, sidewalks, plazas and patios. Plants required by this section shall be

installed in landscape islands within or extending into the paved area or generally within fifteen (15') feet of the perimeter of the edges of the paved area. Parking lots containing more than seventy-five (75) stalls shall incorporate at least one-third (1/3) of the required landscaping within planting islands that are located within the interior of the parking lot. Such islands shall be a minimum of ten (10') feet wide back of curb to back of curb and three hundred sixty (360') square feet in area and shall contain at least one (1) large deciduous tree. Said islands should be evenly dispersed throughout the parking lot. Emphasis should be placed creating islands that function positively with respect to plant physiology, vehicle maneuvering and overall site maintenance. Linear islands located between rows of parking stalls are preferred rather than small islands located at the ends of parking rows.

- (3) Four hundred (400) points of landscaping for each one hundred (100') lineal feet of exterior building wall. Plants required by this section must generally be installed within twenty (20') feet of the building foundation. Large deciduous trees will not be used as foundation plantings.
- (4) There shall be provided and maintained a permanent twenty (20') foot wide buffer yard screening element along any perimeter boundary of the P.U.D., all public right-of-ways, any boundary of a commercial, office or business zoned property and any residential zone district. Said buffer yard screening element is intended to visually screen the office or business use from the adjoining residential district. The buffer yard screen shall be located within twenty-five (25') feet of the common property line between the commercial, office or business use and residential property. A buffer yard screen shall consist of any combination of an earth berm, opaque fence constructed of materials compatible with the materials of buildings within the development and/or landscape plantings and shall be designed to provide a permanent all-season visual screen that will be a minimum of five (5') feet tall. If plantings are used, such elements must be a minimum of three (3') feet high and wide at the time of planting and of a species that will attain a height and width of at least five (5') feet within four (4) years following planting. When such buffer yard planting is located within the required building setback from a public street right-of-way the height of the plants within that setback area must be maintained at thirty (30') inches or less. The location of the buffer yard planting should be offset from the property line a distance equal to any utility easement of any nature that may be located along and encompassing said line.
- (5) Development sites shall satisfy the Street Frontage landscaping requirements and shall be graded to a mowable condition and seeded with an acceptable lawn mix. Development sites are defined as any land area that is a separate site, lot, parcel or a vacant portion of a larger site that is included within a development but which is intended to be developed in the future for building, parking or other physical improvement purposes.

- (c) Credit for landscaping will be granted based on the following schedule:
- (1) Large deciduous tree - one hundred fifty (150) points per tree
  - (2) Small deciduous tree - sixty (60) points per tree
  - (3) Evergreen or conifer tree - sixty (60) points per tree
  - (4) Shrub - twenty (20) points per shrub
  - (5) Annual/perennial bed - twenty (20) points per twenty (20') square feet of planted bed
- (d) Landscaping elements are defined as follows:
- (1) A large deciduous tree is any deciduous tree that will attain a mature height exceeding twenty-five (25') feet, is classified as having a hardiness zone standard of 2 - 5 and is at least three (3") inches in diameter at the time of planting. Large deciduous trees planted within the public street right-of-way shall be a species normally classified as Street trees. Trees will be downsized appropriately when overhead utility lines exist within the terrace area.
  - (2) A small deciduous tree is any deciduous tree that will attain a mature height less than twenty-five (25') feet, is classified as having a hardiness zone standard of 2 - 5 and is at least two to two and one-half (2" - 2½") inches in diameter at the time of planting.
  - (3) Evergreen or conifer trees are any upright conifer that will attain a mature height exceeding twelve (12') feet, is classified as having a hardiness zone standard of 2 - 5 and is at least six (6') feet tall at the time of planting.
  - (4) Shrubs are plants that are both deciduous or evergreen in character, attain mature heights between two (2') and eight plus (8+') feet, are classified as having hardiness zone standards of 2 - 5 and that are at least eighteen (18") inches in height or five (5) gallon sizing at the time of planting.
  - (5) Annual/perennial beds are any planting area containing annual and perennial bedding plants or other ground covers such as creeping evergreens, that are intensively planted to form a continuous planting mass and are at least twenty (20') contiguous square feet in area and shall be a minimum of one (1) gallon sizing each.
- (e) Green areas of the site not used for landscaping shall be seeded or sodded with an acceptable maintainable lawn seed mix. Mulch of plantings or planting beds is acceptable provided that such mulching consists of organic or natural materials.

Mulches shall be installed so that they will not erode, fall, be plowed or otherwise transported into walks, drives, streets or other hard surfaced portions of the site. Functional weed barriers will be installed in all areas to be mulched.

- (f) All landscaping shall be installed consistent with industry accepted standards. Installation shall occur prior to the issuance of a Certificate of Occupancy for the site unless such occupancy occurs during winter, in which case the landscaping shall be completed by July 1 of the next summer.
- (g) Landscaping required by this title is intended to be a permanent site improvement just as any other building, structure or infrastructure that is necessary to facilitate the intended use of the site. As such, all landscaping shall be continually maintained in a live state. Maintenance shall include periodic and timely watering, fertilizing, pruning and any other such normally required horticulture activity necessary to keep all landscaping in a healthy, safe and aesthetically pleasing state. All individual lots which shall require issuance of a building permit prior to construction shall be watered by an underground irrigation system which shall be operational from May 1 to October 1 of each year and shall be automatically controlled not relying on manual operation. Recognizing that over time plants may mature and die or otherwise expire because of natural or unnatural causes, maintenance shall include the removal and replacement of dead or dying plants. Such replacement shall occur within the same year in which a plant dies or in the spring planting season of the following year. Developer shall place the sum of Twenty-five Thousand (\$25,000.00) Dollars in an escrow account to be maintained by the Village for the purpose of providing a source of funding for the replacement of landscape plants in the event that Developer, its successors, agents or assigns fails to replace failed plantings. All interest accrued on such account shall be added to the principal balance and the escrow shall be maintained for a period of twenty (20) years at which time all remaining funds shall be donated to the Village Park Fund or fund of similar purpose.
- (h) Planting in utility easements should be avoided. If such planting does occur, it is at the risk of the property owner. Any plants that must be removed because of utility work within such easements shall be replaced by the property owner(s) at their cost. Replacement landscaping shall satisfy the minimum standards of this title.
- (i) All plantings contained within Exhibit "H", with the exception of those designated as "future", shall be installed with the initial construction of the subdivision. "Future" plantings shall be installed at the time contiguous lot uses are constructed.
- (j) All plantings within the private roadways, "future" or otherwise, shall be credited to the interior lots for planting requirements as specified in this section.

**B. EXTERIOR LIGHTING AND ILLUMINATION**

1. The Developer shall provide plans, specifications and photometrics to be approved by the Village for the exterior lighting and illumination of each element of the development, which shall be consistent with the exterior lighting and illumination standards contained hereafter. Developer shall be responsible for all costs associated with construction and installation of all exterior lighting and illumination, as is depicted on the attached Exhibit "M".

2. The intent of the following standards is to mitigate the impact of exterior illumination related to development on surrounding properties, particularly in areas proximal to residential uses, while providing safe, healthy and visually attractive nighttime environments. In order to achieve that, good lighting design shall be practiced. Good lighting design is characterized by: illumination levels appropriate for the visual task; reasonably uniform illumination levels on adjoining sites; an absence of glare and consideration of the compatibility and aesthetics of illumination and the mechanical improvements that create it as those relate to surrounding properties and the character of the community.

In order to insure that proper lighting design occurs, the following standards shall apply to all development within the district.

- (a) All exterior lighting fixtures shall be full cut-off fixtures as defined by the Illuminating Engineering Society of North American (IESNA) and shall be of the same design and theme throughout the development. All lighting shall be designed and fixtures selected to prevent glare. The Developer, with the advance written approval of the Village, shall modify the cutoff fixture requirement for security lighting in areas where the exterior lights are not visible from a residential area or a public street.
- (b) Illumination of sites and improvements thereon shall be designed to avoid competition with illumination on adjoining or neighboring properties.
- (c) Illumination levels shall be appropriate for the intended improvement area and/or function to be illuminated. In general, illumination levels should follow the guidelines and recommendations of the IESNA.
- (d) In no event shall any exterior illumination exceed an average illumination level of twenty (20') foot-candles for the surface to be illuminated unless approved otherwise by the Plan Commission as part of a conditional use permit.
- (e) The illumination uniformity ratio (the ratio of the average illumination to the minimum illumination) for the surface to be illuminated shall not exceed 4:1.
- (f) The illumination level at any property line shall not exceed one-half (0.5') foot-candle above the ambient lighting conditions on a cloudless night.
- (g) In no instance shall an outdoor lighting fixture be mounted or oriented such that the lighting element is visible from any residence located in a residential zone district.

- (h) The following shall be the maximum mounting height for the respective lighting fixture. The mounting height shall be measured from the surface to be illuminated to the bottom of the light fixture.
  - (1) Parking lot light fixtures in lots - twenty-five (25') feet.
  - (2) Building or security lighting - twenty-five (25') feet.
  - (3) Any other site lighting fixture twenty-five (25') feet or as determined appropriate and consistent with the intent of this title by the Village Administrator.
- (i) When a use is not in operation, only building mounted security lighting and up to twenty-five (25%) percent of all other outdoor lighting fixtures may remain illuminated.
- (j) Exterior illumination of wall, building or ground signs, architecture, landscaping, site amenities or other specialty illumination of any kind shall be designed consistent with the intent of this Section II.B.
- (k) Alternatives to these standards may be proposed to incorporate the use of a particular architectural style or theme or to incorporate innovative or unique illumination techniques. Such alternatives shall be presented to the Village Plan Commission and Village Board with supportive evidence sufficient to determine that the proposal is consistent with intent of the heretofore-established standards. Approval of an alternative illumination plan is at the discretion of the Village Administrator.
- (l) A lighting plan, specifications for all proposed fixtures and photometric plan or other plans delineating illuminance levels that evidence compliance with the established standards are required for all developments in order to determine compliance with these standards.
- (m) The Village may in the future pass an ordinance requiring that certain properties allow the Village to install video surveillance cameras and related equipment on light poles in parking areas and driveways (“Security Camera Equipment”), which could affect all or a portion of the Property. If such an ordinance is passed by the Village, the owner of any portion of the Property subject to such ordinance shall reasonably cooperate with the Village in the Village’s installation and maintenance of reasonably sized wireless Security Camera Equipment on light poles on the Property. The Village is hereby granted a non-exclusive, non-transferable license for the Village and its agents and contractors to enter upon the driveways and parking lots of all of the Property for reasonable access for the Village to install and maintain Village Security Camera Equipment, at the Village’s expense, on such light poles.

C. INTERNAL TRAFFIC CONTROL.

The Developer, at Developer's cost, shall install, pursuant to plans and specifications approved by the Village, such traffic signs and other parking control signs on the private roads in the development at such locations as are required on the approved plan. Developer shall be responsible for the costs of maintenance and upkeep of such stop signs and traffic control signs as are installed in the private roads in the development. No overnight parking of trucks shall be permitted on any area of the development and Developer shall post appropriate signage to such effect.

D. BUILDING DESIGN.

1. Exterior building materials shall be of comparable aesthetic quality on all sides. Building materials such as glass, brick, tinted and decorative concrete block, wood, stucco, and exterior insulation and finish systems (EIFS) shall be used, as determined appropriate by the Plan Commission. Decorative architectural metal with concealed fasteners or decorative tilt-up concrete panels may be approved if incorporated into the overall design of the building, as is depicted on the attached Exhibit "N".

2. The building exterior shall complement other buildings in the vicinity, and shall be of a design determined appropriate by the Village Board:

- (a) The building shall employ varying setbacks, heights, roof treatments, doorways, window openings, and other structural or decorative elements to reduce apparent size and scale of the building.
- (b) A minimum of twenty (20%) percent of all of the combined linear roof eave or parapet lines of the structure shall employ differences in height.
- (c) Roofs with particular slopes may be required by the Village to complement existing buildings or otherwise establish a particular aesthetic objective.

3. Ground floor facades that face public streets shall have display windows, entry areas, awnings, or other such features along no less than twenty-five (25%) percent of their horizontal length. The integration of windows into building design is required, and shall be transparent, clear glass (not tinted) between three (3') feet to eight (8') feet above the walkway along any facades facing a public street. The use of blinds shall be acceptable where there is a desire for opacity.

4. Building facades shall include a repeating pattern that includes no less than three (3) of the following elements: color change; texture change; material modular change; and expression of architectural or structural bay through a change in plane no less than twenty-four (24") inches in width, such as an offset, reveal or projecting rib. At least one (1) of these elements shall repeat horizontally. All elements shall repeat at intervals of no more than thirty (30') feet, either horizontally or vertically.

5. Public building entryways shall be clearly defined and highly visible on the building's

exterior design, and shall be emphasized by on-site traffic flow patterns. Two (2) or more of the following design features shall be incorporated into all public building entryways: canopies or porticos, overhangs, projections, arcades, peaked roof forms, arches, outdoor patios, display windows, distinct architectural details. Where additional stores will be located in the principal building, each such store shall have at least one (1) exterior customer entrance that shall conform to the above requirements.

6. Building facade colors shall be non-reflective, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, fluorescent colors or black on facades shall be prohibited. Building trim and architectural accent elements may feature bright colors or black, but such colors shall be muted, not metallic, not fluorescent, and not specific to particular uses. Standard corporate and trademark colors shall be permitted only on signage, subject to the limitations contained in applicable standards contained in Village ordinances.

7. Screening.

- (a) All ground-mounted and wall-mounted mechanical equipment, refuse containers and any permitted outdoor storage shall be fully concealed from on-site and off-site ground level views, with materials identical to those used on the building exterior.
- (b) All rooftop mechanical equipment shall be screened by parapets, upper stories, or other areas of exterior walls or roofs so as to not be visible from public streets adjacent or within one thousand (1,000') feet of the subject property. Fences or similar rooftop screening devices may not be used to meet this requirement.
- (c) Loading docks shall be completely screened from surrounding roads and properties. Said screening may be accomplished through loading areas internal to buildings, screen walls, which match the building exterior in materials and design, fully opaque landscaping at time of planting, or combinations of the above.
- (d) Gates and fencing may be used for security and access, but not for screening, and they shall be of high aesthetic quality. Decorative metal picket fencing and screening is acceptable. Chain link, wire mesh or wood fencing is unacceptable. Decorative, heavy-duty wood gates may be used.

E. TRAFFIC IMPACT.

1. The project (excluding outlots contained therein) shall have direct access to existing arterial and/or collector roads deemed appropriate by the Village, DOT, Kenosha County and/or the authority having authority over the respective road(s).

2. Vehicle access shall be designed to accommodate peak on-site traffic volumes without disrupting traffic on public streets or impairing pedestrian safety. This shall be accomplished through adequate parking lot design and capacity; access drive entry throat length, width, design, location, and number; and traffic control devices; and sidewalks.

3. The site design shall provide direct connections to adjacent land uses if required by the Village. Prior to approval of this Agreement, the Developer shall present a Traffic Impact Analysis following Wisconsin Department of Transportation District Two guidelines. The Traffic Impact Analysis shall be in accordance with the Institute of Traffic Engineer (ITE) standards.

F. PARKING.

1. Commercial short or long term parking, overnight parking, or storage of diesel cabs, trailers, or commercial trucks is strictly prohibited on hotel property unless the owner or driver is a paid guest of the hotel.

2. All parking stalls shall be located as depicted on the Site Plan, Exhibit "B" attached hereto, and each parking stall shall have dimensions of nine (9') feet by eighteen (18') feet exclusive of areas required for ingress and egress.

G. PEDESTRIAN FACILITIES.

1. The entire development shall provide for safe pedestrian and bicycle access to all uses within the development, connections to existing and planned public pedestrian facilities, and connections to adjacent properties.

2. Pedestrian walkways shall be provided from all building entrances to existing or planned public sidewalks or pedestrian facilities. The minimum width for sidewalks adjacent to buildings shall be ten (10') feet; and the minimum width for sidewalks elsewhere in the development shall be five (5') feet.

3. Where applicable, landscapes adjoining sidewalks shall match the landscaping used for the street frontages.

4. Crosswalks shall be distinguished from driving surfaces to enhance pedestrian safety by using different pavement materials, pavement color, pavement textures, and signage.

5. The development shall provide exterior pedestrian furniture in appropriate locations as depicted on the attached exhibits or as may be agreed upon in the future by the parties hereto.

H. OUTDOOR STORAGE USES AND AREAS.

Exterior storage structures or uses, including the parking or storage of equipment, containers, crates, pallets, merchandise, materials, fork lifts, trash, recyclables, and all other items shall be prohibited. Trash and recycle areas shall be constructed of masonry or precast materials. Nothing contained herein shall prohibit the temporary parking of roadworthy trucks and trailers in approved parking areas of the development.

I. SIGNAGE.

All signage shall comply with the requirements contained in the Village General Zoning and Shoreland/Floodplain Zoning Ordinances.

J. NOISE.

All activities in the development will be required to comply with applicable federal, state, county and Village laws and ordinances regarding noise. Noise associated with activities at the site shall not create a nuisance to nearby properties.

K. MAINTENANCE OF IMPROVEMENTS.

Developer shall be responsible for maintaining the appearance of the entire development including, but not limited to, all parking areas, sidewalks and landscape features in accordance with Exhibit "I" attached hereto and Chapter 22 of the Village of Somers Code of General Ordinances. Developer shall be responsible for the collection of debris and for snow plowing throughout the entire property and shall periodically clean and maintain all paved surfaces. Any debris collected shall be disposed of in accordance with all federal, state and local laws. Developer acknowledges that if, after thirty (30) days written notice from Village (unless after written request from Developer to Village seeking a longer period of time for good cause, approval of an extension is granted by Village, which approval will not be unreasonably withheld), maintenance has not yet been performed in accordance with the provisions of this paragraph then the Village may proceed to maintain or hire an independent contractor of its choice to maintain the property or parts thereof and impose the costs of such maintenance upon the benefitted property as a special assessment. Developer may assign its responsibilities subject to the prior written consent of the Village for maintenance and cleaning under this paragraph.

### III. DEVELOPER WARRANTIES AND OBLIGATIONS

A. GUARANTEE OF ROADS AND TRENCH BACKFILL.

1. Developer shall guarantee all public utility improvements and the reconstruction of any portion of public and private roadways required to be constructed by Developer herein against defects due to faulty materials or workmanship of which it is notified in writing within a period of one (1) year from the date of substantial completion of the improvements or reconstruction or repair of the roadway in question. Developer shall perform and pay for any required repairs during such one (1) year period.

2. With respect to any portion of Real Estate subject to this Agreement, Developer shall assume responsibility for any settlement of fill materials which may occur in any Developer installed public utility trenches in any public right-of-way or public easement not under street pavement for a period of five (5) years from the date of the substantial completion of such utility improvements

located in such portion of Real Estate. Developer agrees to mechanically compact all granular materials used in Developer installed utility trenches.

3. The Developer shall be responsible for backfilling and compacting with granular material all utility trenches which are located within the public road rights-of-way which is located within five (5') feet of the back of the curb on each side of each public road to be constructed by the Developer, or in such other areas as are required pursuant to specifications approved by the Village Consulting Engineer.

**B. VILLAGE COSTS.**

Upon execution of this Agreement, Developer shall pay to the Village the actual costs incurred by the Village for engineering, attorney fees and administrative costs incurred prior to the date of this Agreement. Developer shall pay to Village all costs for construction review or inspection of all improvements and any legal and administrative costs encountered by the Village in granting approvals for the development or incentives for the Property to the extent not reimbursed by TID funds, which will be used to compensate the Village for the public infrastructure costs to be constructed on behalf of the Developer pursuant to this Agreement.

**C. SUBDIVISION AND CONDOMINIUM PLATTING ORDINANCE.**

The Developer represents that it has been provided with a copy of the Somers Subdivision and Condominium Platting Ordinance as revised and will complete the improvements set forth herein in compliance with the Subdivision and Platting Ordinance, and its revisions and further agrees to comply therewith, except as may be modified by the terms of this Agreement.

**D. DECLARATION OF RESTRICTIONS.**

It is agreed that the Developer shall furnish the Village with a complete copy of any Declaration of Restrictions which, following review and approval by Village, which shall not be unreasonably withheld or delayed, shall be recorded by Developer. Said Declaration shall define all restrictions and shall identify whose responsibility it will be to monitor and enforce the restrictions. The terms of the Declaration of Restrictions shall not conflict with the terms of this Development Agreement. It is hereby covenanted and agreed by Developer, in addition to such Declaration of Restrictions as the Developer may impose, that no check cashing facility, Pay-Day loan store (or similar task store), bowling alley, billiard parlor, adult entertainment retail venue, outdoor garbage sorting facility, outdoor automobile or trash recycling or night club shall be allowed on any portion of the P.U.D. or within any improvement thereon.

**E. BUILDING PERMITS.**

It is agreed that, except as is provided hereafter, there shall be no building permits issued by the Somers Building Inspector until that Inspector shall be satisfied that all the terms and conditions of this Agreement and of the Somers Subdivision and Platting Ordinance have been fully complied with regarding such proposed building and that all requirements for public improvements under this

Agreement, private utilities and gravel roadways and storm sewer necessary to serve such building have been or are in the process of being installed. No occupancy permits will be issued until all improvements for such building have been completed and any required air quality permit is obtained by Developer.

F. INDEMNIFICATION.

Developer shall, during the term of this Agreement, indemnify, defend and hold harmless Village and officers, consulting engineers, attorneys, agents, representatives and employees thereof from and against any and all claims, damages, judgments, costs and expenses and attorney fees which any of them may pay, sustain or incur should any person or party incur personal injury, property loss or damage arising out of wrongful, negligent, improper or deficient conduct of Developer in the design or construction of any of the improvements on the Property, including the design and construction of all onsite sanitary sewer systems, the design and construction of onsite municipal water systems, the design and construction of onsite underground storm and surface water drainage facilities relating to this proposed development or as a result of any claim for labor, materials or improvements in connection with the construction of the same other than any act or omission by Village, its agents or contractors, provided that Village shall provide notice of any claim it has under this provision, will afford the Developer the right to defend, prosecute and settle such claim, will make full disclosure of all relevant facts and circumstances, and shall cooperate with Developer and Developer's legal counsel in defending against any such claim, at Village's expense if by separate counsel, to the extent permitted by Developer's insurance company. Any costs or expenses including actual attorney fees, which the Village incurs as a result of any claim indemnified herein shall be reimbursed to the Village either through a cash deposit, any letter of credit posted by the Developer in connection with this Agreement, other assurance or through such other means as the Village, in the Village's sole discretion, deems appropriate. This indemnity shall not include liability for the negligence, fraud, or willful acts of the Village or its agents. If the Village seeks to enforce this agreement and incurs costs, this indemnity shall only apply if the Village prevails.

G. P.U.D. APPROVAL AND ZONING; PERMITS AND ASSESSMENTS.

1. The Planned Unit Development (P.U.D.) attached hereto as Exhibit "C" and incorporated herein by reference has been approved by the Village Board and the zoning and P.U.D. for the Property shall not be changed, modified or altered without the prior written consent of the Developer. The rights to develop the Property under the P.U.D. and current zoning are hereby vested on the date the parties have executed this Development Agreement.

2. Any amendment to this Development Agreement shall not require any amendment of the P.U.D. and this Development Agreement may be modified or amended as provided in Paragraph VI.B. below.

3. The Village agrees that all special assessments, permit fees, connection fees and other charges by the Village and Utility shall not be charged against any portion of the Property or its users, in a manner which would be in excess of those charged generally for commercial development in the Village.

4. The Planned Unit Development and zoning approvals granted by virtue of this Agreement shall be in effect for an initial period of five (5) years from the date of this Agreement. In the event that the Developer fails to obtain approval for the construction of the hotel and commence construction on such building within four (4) years of the date of this Agreement, then, after notice and hearing before the Village Board, the Village may choose to revoke such P.U.D. and zoning approvals.

#### H. GRANTING OF FURTHER CROSS-ACCESS TO ADJACENT PROPERTY.

Developer shall negotiate in good faith and will allow reasonable access to allow cross-access to any adjacent parcel from the Planned Unit Development to the parcel(s) to the PUD following review of proposals for the development of such parcel(s) and in consultation with Village staff and consultants.

#### I. REMOVAL OF THE EXISTING RESIDENTIAL STRUCTURES AND REMOVAL OF NEW LARGE BUILDING UPON LONG TERM VACANCY.

Any building within the development with a total of fifty thousand (50,000) square feet or more shall be subject to the following provisions:

1. The Developer and/or owner shall maintain the property in compliance with all provisions of the Village Municipal Code. If the property is not found to be in compliance with the Municipal Code, the Village may take action to correct the situation, after first providing the owner with notice of the defective condition and an opportunity to cure the alleged defective condition. Costs of any such corrective action by the Village shall be assessed as a special charge against the property, to be added to the property tax bill pursuant to §66.0627 of the Wisconsin Statutes.

2. If the building is vacated, the owner or lessee, within thirty-six (36) months, shall submit to the Plan Commission, a plan contemplating the removal or reuse of the facility. The time limit may be extended by the Plan Commission. If the owner is unable to provide a plan which is acceptable to the Plan Commission, the Village may take whatever action is permitted by law to assure appropriate redevelopment or reuse of the facility including, but not limited to, demolition.

3. In the event that the Plan Commission chooses to extend the time for which a vacant building subject to this paragraph is allowed to remain vacant, the Plan Commission may require a cash deposit or letter of credit in an amount to be determined by the Plan Commission and in the form approved by the Village Attorney to be posted as security for performance by the owner and/or lessee of the building subject to this paragraph.

### **IV. REIMBURSEMENT TO VILLAGE AND TO DEVELOPER FOR CERTAIN FEES AND INCENTIVES**

Village and Developer acknowledge that a TID District has been created which includes but is not limited to the geographical area comprising this development (the "TID"). Commitments of

both the Village and the Developer to fund infrastructure and other expenses under this Agreement are made with the expectation that certain expenses will be reimbursed by the TID to the Village and the Developer, as described hereafter. The Village agrees that the amounts to be paid will be repaid from TID revenues, shall be paid to the Village and the Developer for the categories and in the amounts of expenditures set forth below. It is anticipated that the funds shall be available on or before January 31, 2027. All payments will be made by the TID from increment created within the TID.

A. CONDITIONS TO INCENTIVE PAYMENTS TO DEVELOPER.

The foregoing incentive payments shall be made from the TID increment created in TID #8 in accordance with the TID project plan. Neither the Village nor the Tenant shall be entitled to interest on any funds outstanding prior to any payment or reimbursement by the TID. Incentive payments shall be conditioned upon Developer constructing a hotel obtaining and occupancy permit for the same not later than January 1, 2027 with an assessed value of not less than Ten Million (\$10,000,000.00) Dollars and further-conditioned upon the successful inspection and acceptance by the Village of any public improvements as described in this Agreement. Upon fulfilling the preconditions for reimbursement to the Developer as described immediately above, Village will use its best efforts to make all incentive payments to Developer following the certification procedure described immediately below.

The Village and the Developer agree that it is important to determine the proper amounts to be paid by the Village and/or Developer as described above as soon as possible, even though amounts may not be paid from the TID revenues for such costs until TID revenues are available. Therefore, either party may submit to the other party a written request for certification (a "Certification Request"), together with reasonable written evidence of the amount paid by the party and any lien waivers from contractors or material suppliers indicating payment in full or waiver of any claims against the property in which some improvements are located, which relate to the amounts described in the Certification Request. The other party shall review the Certification Request and related documentation and notify the other party of any objections within thirty (30) days following approving party's receipt of the Certification Request. If further information is required for approval, the party submitting the Certification Request shall have a reasonable period of time to provide the information requested by the approving party and the time for the approving party to approve or disapprove of the Certification Request shall be extended to thirty (30) days following the approving party's receipt of such additional information. If a party has not approved or disapproved of the other party's Certification Request within the applicable thirty day period, the Certification Request shall be deemed approved. Once a Certification Request has been approved, it shall be eligible to receive payment as described above. If a party disapproves of any Certification Request, they shall provide reasons for such disapproval and the parties shall negotiate in good faith to reach a resolution, consistent with the terms of this Agreement, regarding the certification of said items.

The foregoing notwithstanding, the Developer understands and agrees that it is the intention of the Village to close the TID, if possible, by December 31, 2039. If the Village and Developer have been paid or reimbursed by the TID funds for all amounts which were to have been paid to the

Village and the Developer under the terms of this Agreement, the parties agree to reasonably cooperate in terminating and closing the TID within a reasonable time. Nothing contained herein shall require the termination or closing of the TID sooner than statutorily required if the Village, the Developer is still entitled to any reimbursements from the TID funds under the terms of this Agreement.

The Village agrees to provide to the Developer, at least annually, with an accounting for the TID showing all revenues received by the TID, all amounts paid out of the TID, and any funds remaining in the TID. The Village also agrees to provide to the Developer with any further information regarding TID receipts, estimates of future revenues, disbursements and assets as are reasonably requested by the Developer. Developer agrees that with regard to the annual accounting of TID revenues and expenses, that a copy of an annual audit report from outside auditors retained by the TID shall be sufficient to comply with the requirement of an annual accounting. The foregoing notwithstanding, Developer may request and the Village will provide to the Developer any additional information supporting the receipts, revenues and disbursements of the TID.

## V. LETTERS OF CREDIT/ESCROW

As a part of this Agreement the Developer has agreed to pay certain amounts for the installation of sanitary sewer and water mains and highway improvements which may be dedicated to the Village. In addition, the Village may incur estimated engineering, administrative and legal fees in connection with approvals for the onsite public portion of improvements to be constructed in the development. In order to insure the Developer carries out its obligations for said items, the parties agree:

### A. VILLAGE EXPENSES TO BE REIMBURSED.

To insure the payment to the Village of its expenses incurred in connection with any such improvements, including without limitation, engineering reviews, field observations, legal and administrative costs, the Developer shall deposit with the Village, either in cash funds or by an irrevocable letter of credit in a form reasonably acceptable to and approved by the Village Attorney (with the form attached hereto as Exhibit "L" being an acceptable form for such purposes) in the reasonably estimated amount of such expenses. Developer shall not be responsible for Village expenses reimbursed by the TID.

### B. FORMAT OF LETTER OF CREDIT.

The Developer may submit one or more letters of credit, as long as each letter of credit conforms to the formal requirements of this Agreement. The Developer may, at any time, substitute a different letter of credit for a letter of credit previously provided, as long as the substitute letter of credit complies with the terms of this Agreement.

C. REDUCTIONS IN LETTER(S) OF CREDIT.

The Developer may submit written requests to the Village for a reduction in any letter of credit not more often than once per calendar month. Any such requests shall include an explanation as to why the letter of credit may be reduced, including without limitation, that the Developer has paid any such costs or expenses, the reasonable estimates of the Village's costs have been reduced, or the development has proceeded to an extent that the Village expenses are reasonably likely to be substantially lower than first estimated. The Village agrees to reasonably reduce any letter of credit in such circumstances. Any such letter of credit shall be released to the Developer or cancelled once the expenses for which such letter of credit was issued have been substantially completed.

D. ACCOUNTING FOR LETTER(S) OF CREDIT BY VILLAGE.

Any funds deposited with the Village under the terms of this Development Agreement shall be used by the Village only for the purposes designated for such funds. Reasonable expenses incurred by the Village which are to be paid out of said funds may be paid and the Village agrees to provide accountings to the Developer, as requested by the Developer, for the use of said funds and the expenses paid with said funds. The Village agrees to provide reasonable notice to the Developer whenever the Village has notice or knowledge that the funds deposited for a purpose are unlikely to be sufficient for such purpose and if more than ninety percent (90%) of said funds have been expended. Upon request of the Developer, the Village shall provide the Developer with all information regarding the payment of said expenses and why there may be an overcharge for any expenses.

## VI. MISCELLANEOUS

A. ASSIGNMENT.

The Developer recognizes that this Agreement is based on Developer's presentation to the Plan Commission and Village Board and prior to completion of Developer's construction obligations hereunder, Developer shall not assign or transfer this Agreement to any other person or corporation without prior written consent of the Village.

B. MODIFICATION.

This Agreement supersedes all prior oral or written understandings or representations between the parties except as may be embodied by applicable state, county or Village statute, code or ordinance. Any modification to the terms of this Agreement shall only be enforceable if in writing signed by duly authorized representatives of each of the parties hereto in the same manner as this Agreement.

C. GOOD FAITH AND FAIR DEALING.

The parties agree that they shall deal with one another fairly and in good faith. If this Agreement provides that any approving party may grant or withhold its approval or consent, the approving party shall not unreasonably withhold, condition or delay its approval.

D. TERM.

Agreement shall be in effect for a period of forty (40) years from the date of execution hereof and shall inure to the benefit of and be binding upon the successors in title and assigns of Developer and upon successor corporate authorities and successor municipalities of Village. However, the guarantee of improvements shall be for the period specified herein, whether or not such guarantee may extend beyond the term of Agreement, and any recorded restrictions shall have the life accorded to such restrictions under applicable state law.

E. VOLUNTARY DONATIONS IN LIEU OF IMPACT FEES.

Developer and Village agree that in lieu of the imposition of the fees delineated in Section 18.30 of the Code of Ordinances of the Village of Somers, including impact fees, the Developer shall make to the Village a donation in the sum of Sixty-four Thousand One Hundred Twenty-four (\$64,124.00) Dollars, within the P.U.D., which shall be paid from the proceeds of revenues received from the TID. Payments shall be due upon issuance of a building permit. Said amount is to be paid solely from revenues received by the Village from the TID and shall be paid prior to any incentive payments to Developer. In no event will the Developer be responsible for paying said amount to the Village out of any other funds. The Developer and the Village hereby agree to be contractually bound by the terms and conditions of this paragraph, VI.E., in lieu of the terms and conditions of Section 18.30 of the Code of Ordinances, except as provided hereafter, and in consideration of such accommodation on the part of the Village, the Developer agrees to forever waive and relinquish any objection to any fees or the use of such fees by the Village whether such objection could be based upon Chapter 18 of the Code of Ordinances of the Village of Somers, Chapter 66 of the Wisconsin Statutes or otherwise. This waiver and acknowledgment shall be binding upon the legal successors and assigns of the Developer. Developer affirmatively represents that it is not necessary for the Village to expend the donations received under this Agreement in the year in which received and that the Village may use such donations for any lawful purpose without consulting with or advising the Developer as to how such donations are to be used. The voluntary donations referred to in this paragraph VI. E. shall not eliminate the requirements of municipal sanitary sewer and municipal water connection fees to be paid by users on the Property of those systems as required by Sections 18.30(L) and (R) and Appendix "C" of the Code of Ordinances of the Village as described hereafter.

F. SANITARY SEWER CHARGES AND BUILDING PERMIT FEES.

Pursuant to Sections 18.30(L) and (R) and Appendix "C" of Chapter 13 of the Code of Ordinances of the Village of Somers, users of the municipal sanitary sewer and municipal water systems must pay a one-time connection fee for each service prior to the issuance of a building

permit at the then applicable rate specified in such ordinances at time of issuance of such building permit. Developer shall pay all building permit fees upon issuance pursuant to Village ordinance.

**G. DEFAULTS.**

No default shall arise hereunder unless the non-defaulting party has provided the defaulting party with written notice and a reasonable cure period of at least thirty (30) business days. Following any default either party may exercise all rights and remedies allowed by law and this Agreement. In the event any default cannot reasonably be cured within said thirty (30) day period, the party shall not be deemed in default as long as the party is acting reasonably and in good faith in curing such default.

**H. SEVERABILITY.**

If any provision, covenant, or a portion of this Agreement or its application to any person, entity or property is held to be invalid or unenforceable by a court of law or equity, such status shall not affect the application or validity of other provisions, covenants or portions of this Agreement which shall be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of this Agreement are declared to be severable.

**I. RECORDATION.**

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin. Such recordation may, at the discretion of the Village, omit some or all of the attached exhibits delineated in subsection K below.

**J. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed as two (2) or more counterparts, with each acting as an original.

**K. EXHIBITS INCORPORATED BY REFERENCE.**

Each of the terms, conditions and specifications described, noted or depicted on the following Exhibits are hereby incorporated herein by reference:

- Exhibit "A" Certified Survey Map
- Exhibit "B" Site Plan
- Exhibit "C" Planned Unit Development
- Exhibit "E" Sanitary Sewer Plan
- Exhibit "F" Typical Road Sections (Public and Private)
- Exhibit "G" Stormwater Plan
- Exhibit "H" Landscape Plan
- Exhibit "I" Declaration of Stormwater Facility Maintenance Agreement
- Exhibit "L" Form of Letter of Credit

Exhibit "M" Photometrics Plan  
Exhibit "N" Building Design

L. CONDITIONS TO DEVELOPER'S OBLIGATIONS.

Notwithstanding anything herein to the contrary, all of the obligations of the Developer hereunder are expressly conditioned upon (i) the closing of the purchase by Developer of the "Property" for the Planned Unit Development referred to herein as "the Closing", and (ii) the issuance by Village, and if necessary procurement by Village, to Developer of all municipal permits required to develop the Planned Unit Development as contemplated herein (with the exception of building permits). In the event that the Closing does not take place on or before September 30, 2025, then Developer shall be released from all prospective obligations contained in this Agreement and all prior approvals by the Village for the Development including, but not limited to, rezoning, P.U.D. approval and approval of all documents incorporated herein by reference shall be rescinded without further action on the part of the Village. Nothing contained herein shall prohibit the parties from extending the time by which the Closing must take place by written amendment to this Agreement.

M. CONDITIONS TO VILLAGE OBLIGATIONS.

The Village, in its absolute discretion, shall determine all aspects of the TID, including the geographical area which it will encompass and must ascertain based upon projections provided by Developer and reviewed by the Village Financial Consultants that the public improvements to be constructed will be a sufficient amount to create increment in so as to finance all of the direct and indirect costs associated with infrastructure construction which will service this development as well as any other financial obligation of the Developer owed to the Village pursuant to the terms of this Agreement.

N. INTEGRATION.

This Development Agreement, including the exhibits hereto, and such other documents as are incorporated herein embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

O. CHOICE OF LAW AND VENUE.

This Development Agreement and all attached exhibits shall be construed and enforced according to the laws of the State of Wisconsin. The parties agree that any matter which may be brought or pursued in court hereunder shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each party consents to such venue and the court's personal jurisdiction over each party.

P. WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING.

Either party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other party(s), (b) waive any inaccuracies in the representations or

warranties of the other party(s) hereto contained herein, or in any document delivered pursuant hereto and (c) waive any compliance by any of the other parties hereto with any of the agreements or conditions contained herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any or other subsequent breach or violation of any provision hereof. No breach or violation of any provision hereof shall be waived except by an agreement in writing signed by the waiving party.

Q. CONSTRUCTION.

Each party to this Agreement and its respective legal counsel acknowledge that it has had the opportunity to participate equally in the drafting of this Agreement and that in the event of a dispute, neither party shall be treated, for any purpose as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

R. NOMENCLATURE.

The use of the male gender shall include the female, the individual shall include the corporate, and the singular shall include the plural, and visa versa, wherever such usage is appropriate to the context.

S. NOTICES.

Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent to the other party by personal delivery, by established overnight courier, fees prepaid, by certified or registered mail, postage prepaid and return receipt requested, or by facsimile transmission or email transmission to the party (provided that an original of said notice or communication is sent simultaneously by first class United States mail with postage prepaid). Any notice addressed to the Village shall be addressed to the attention of the Village Administrator, 7511- 12<sup>th</sup> Street, PO Box 197, Somers, Wisconsin 53171. Any notice addressed to the Developer shall be addressed to the attention of \_\_\_\_\_.

Either party may give notice to the other, in accordance with the terms of this paragraph, of a change-of-address to which notices under this Agreement may be sent. Any notice given in accordance with this paragraph shall be effective upon delivery, if personally delivered, upon delivery by overnight courier, upon delivery by email or facsimile transmission if transmitted during regular business hours, or three (3) days after notice is deposited in the United States mail if sent by certified mail. Any facsimile or email transmission received after 5:00 pm (Kenosha, Wisconsin time) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

T. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit or be enforceable by any person other than the Village, the Developer and their respective successors and assigns. This Agreement shall be binding upon and be for the benefit of the Village, the Developer and their respective successors and assigns only.

U. UNAVOIDABLE DELAY.

If either party is in any way delayed or prevented from performing all of its obligations under this Agreement, other than the payment of money, due to fire, act of God, civil disorder, riots, insurrections, fuel shortages, failure of power, accidents, casualties, adverse weather conditions, strikes, labor disputes, inability to procure materials, acts of the other party or other party agent, or any other cause beyond a party's reasonable control, then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed to be in default under this Agreement as long as such party is acting reasonably and in good faith in performing under this Agreement, and the period of such delay or prevention shall allow for an extension period equal to the period of such delay, interruption or prevention to perform such obligation.

V. CLOSING REQUIREMENT.

This Agreement is subject to the execution of a Development Agreement between the Village and the Developer for "Gateway Center, LLC" and will be null and void if such Agreement is not executed.

WITNESS OUR HANDS AND SEALS this \_\_\_\_ day of \_\_\_\_\_, 2025.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Wendy Burnette, Clerk/Treasurer

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025, the above named George Stoner, President and Wendy Burnette, Clerk/Treasurer of the Village of Somers, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

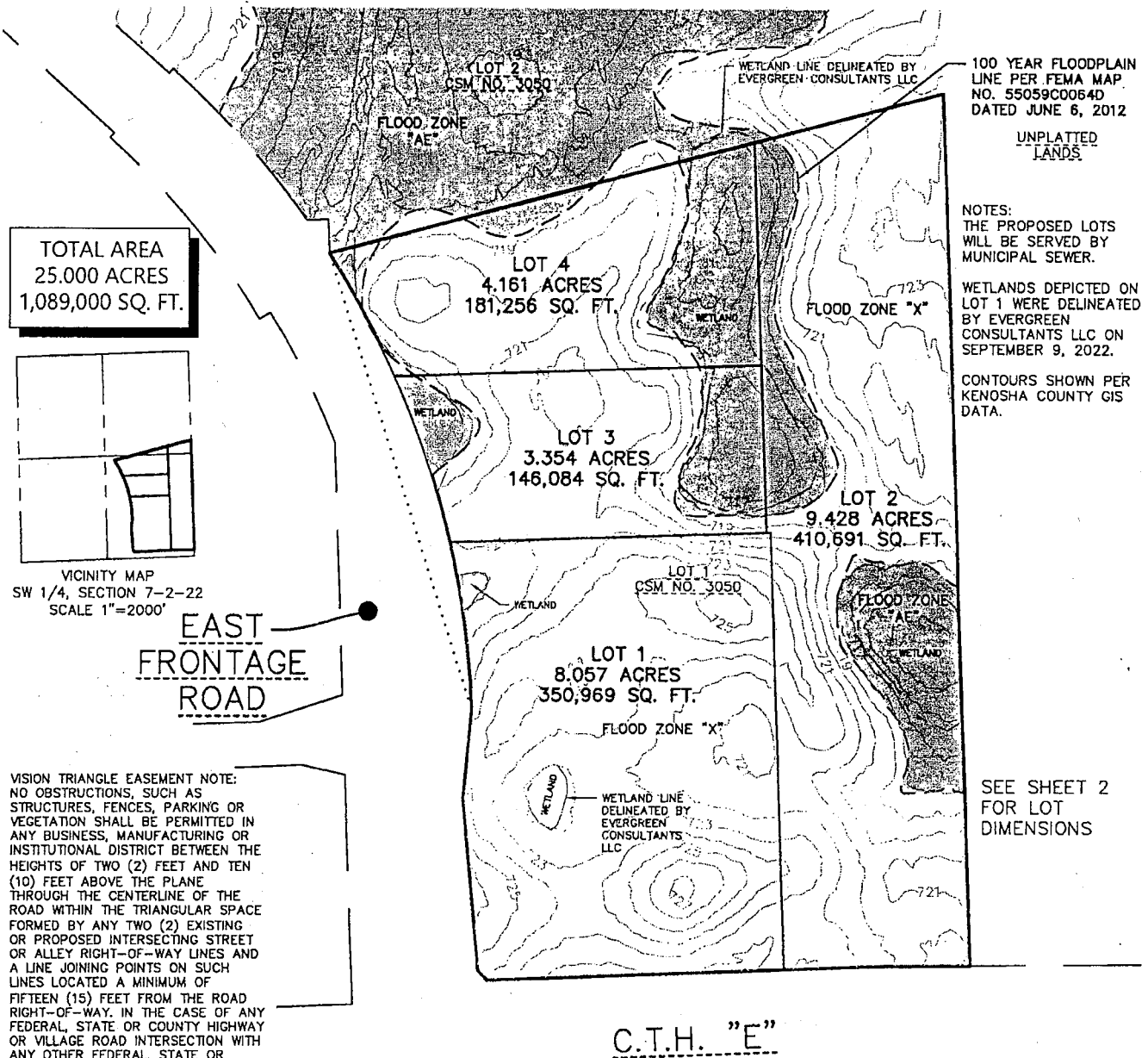
\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public; State of Wisconsin  
My Commission expires \_\_\_\_\_.



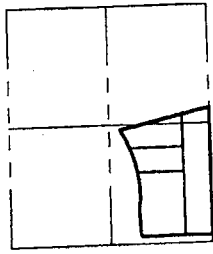
Document #: **1966319**  
 Date: **2024-07-12** Time: **2:48 PM** Pages: **4**  
 Fee: **\$30.00** County: **KENOSHA** State: **WI**  
 REGISTER OF DEEDS: **JOELLYN M. STORZ**

# CERTIFIED SURVEY MAP NO. 3093

FOR  
**SOMERS GATEWAY CENTER LLC**  
 LOT 1, CSM NO. 3050, BEING PART OF THE NORTHEAST 1/4  
 & SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
 SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST, VILLAGE  
 OF SOMERS, KENOSHA COUNTY, WISCONSIN.



**TOTAL AREA**  
 25.000 ACRES  
 1,089,000 SQ. FT.



VICINITY MAP  
 SW 1/4, SECTION 7-2-22  
 SCALE 1"=2000'

**EAST FRONTAGE ROAD**

100 YEAR FLOODPLAIN  
 LINE PER FEMA MAP  
 NO. 55059C0064D  
 DATED JUNE 6, 2012  
 UNPLATTED  
 LANDS

NOTES:  
 THE PROPOSED LOTS  
 WILL BE SERVED BY  
 MUNICIPAL SEWER.  
 WETLANDS DEPICTED ON  
 LOT 1 WERE DELINEATED  
 BY EVERGREEN  
 CONSULTANTS LLC ON  
 SEPTEMBER 9, 2022.  
 CONTOURS SHOWN PER  
 KENOSHA COUNTY GIS  
 DATA.

SEE SHEET 2  
 FOR LOT  
 DIMENSIONS

VISION TRIANGLE EASEMENT NOTE:  
 NO OBSTRUCTIONS, SUCH AS  
 STRUCTURES, FENCES, PARKING OR  
 VEGETATION SHALL BE PERMITTED IN  
 ANY BUSINESS, MANUFACTURING OR  
 INSTITUTIONAL DISTRICT BETWEEN THE  
 HEIGHTS OF TWO (2) FEET AND TEN  
 (10) FEET ABOVE THE PLANE  
 THROUGH THE CENTERLINE OF THE  
 ROAD WITHIN THE TRIANGULAR SPACE  
 FORMED BY ANY TWO (2) EXISTING  
 OR PROPOSED INTERSECTING STREET  
 OR ALLEY RIGHT-OF-WAY LINES AND  
 A LINE JOINING POINTS ON SUCH  
 LINES LOCATED A MINIMUM OF  
 FIFTEEN (15) FEET FROM THE ROAD  
 RIGHT-OF-WAY. IN THE CASE OF ANY  
 FEDERAL, STATE OR COUNTY HIGHWAY  
 OR VILLAGE ROAD INTERSECTION WITH  
 ANY OTHER FEDERAL, STATE OR  
 COUNTY HIGHWAY OR VILLAGE ROAD  
 OR RAILWAYS, THE CORNER CUTOFF  
 DISTANCES ESTABLISHING THE  
 TRIANGULAR VISION CLEARANCE  
 SPACE SHALL BE INCREASED TO  
 FIFTY (50) FEET.

C.T.H. "E"

Parcel Number: 82-4-222-073-0301



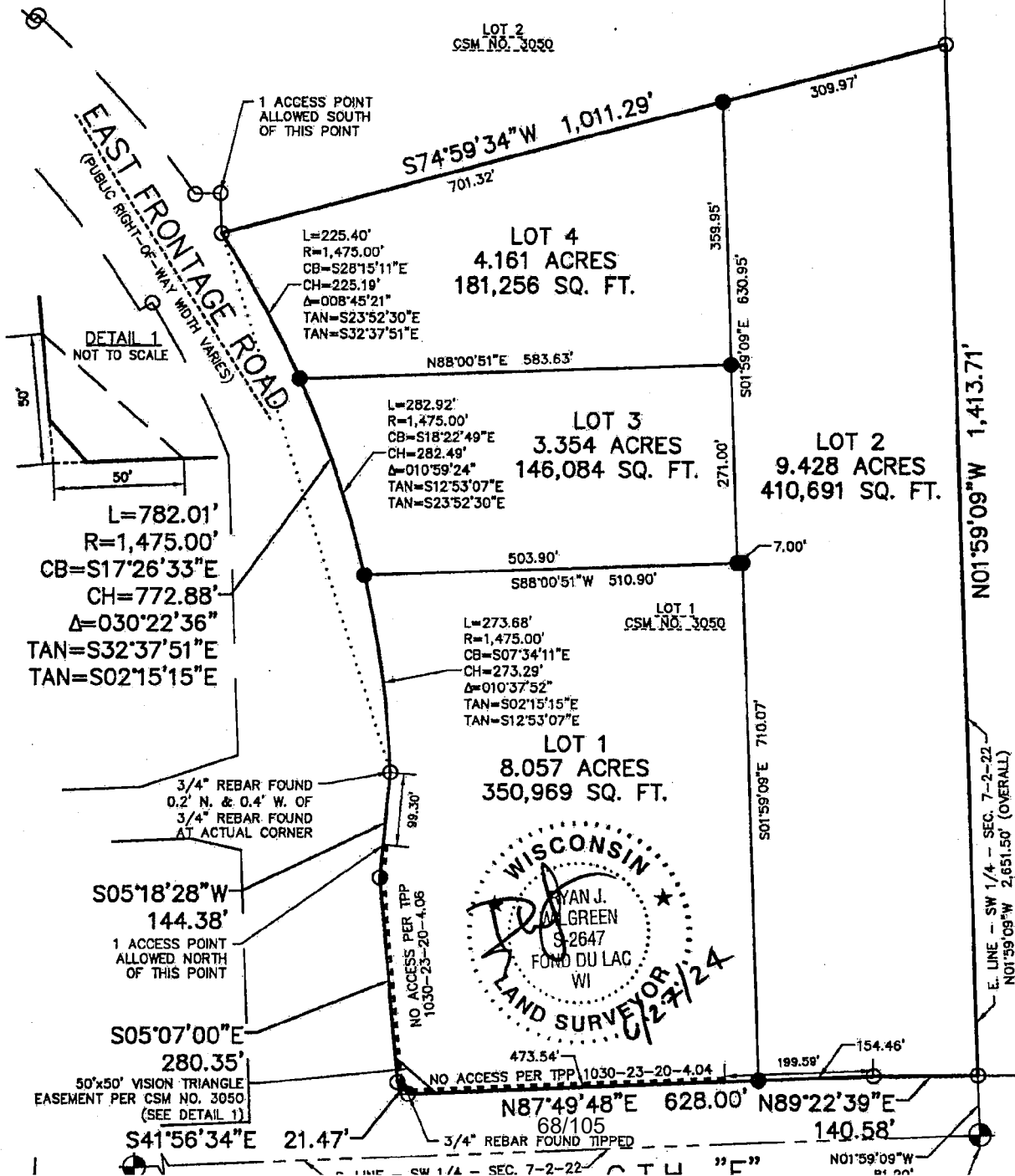
MAP DATE: APR. 26, 2024  
 REV. DATE: JUNE 20, 2024

LEGEND

# CERTIFIED SURVEY MAP NO. 3093

FOR  
SOMERS GATEWAY CENTER LLC

LOT 1, CSM NO. 3050, BEING PART OF THE NORTHEAST 1/4  
& SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST, VILLAGE  
OF SOMERS, KENOSHA COUNTY, WISCONSIN.



**CERTIFIED SURVEY MAP NO. 3093**

LOT 1, CSM NO. 3050, BEING PART OF THE NORTHEAST 1/4  
& SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST,  
VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE**

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

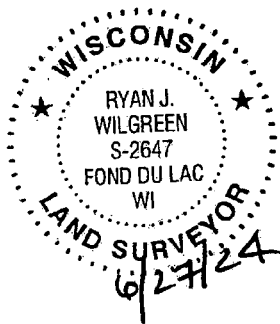
That I have surveyed, divided and mapped a parcel of land described below.


That I have made such Certified Survey under the direction of Somers Gateway Center LLC bounded and described as follows:

Lot 1 of Certified Survey Map No. 3050, recorded in the Kenosha County Register of Deeds Office as Document No. 1948190, being part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 7, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.

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

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Somers in surveying, dividing and mapping the same.



  
Ryan Wilgreen, P.L.S. No. S-2647  
ryan.w@excelengineer.com  
Excel Engineering, Inc.  
Fond du Lac, Wisconsin 54935  
Project Number: 2266000

**VILLAGE BOARD APPROVAL**

Approved by the Village Board of the Village of Somers on this 25<sup>th</sup> day of June, 2024.

  
George Stoner, Village President

6-25-2024  
Date

  
Wendy Burnette, Village Clerk-Treasurer

69/105 6-25-2024  
Date

**CERTIFIED SURVEY MAP NO. 3093**

LOT 1, CSM NO. 3050, BEING PART OF THE NORTHEAST 1/4  
& SOUTHEAST 1/4 OF THE SOUTHWEST 1/4,  
SECTION 7, TOWNSHIP 2 NORTH, RANGE 22 EAST,  
VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE**


Somers Gateway Center LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map.

Somers Gateway Center LLC does further certify that this map is required to be submitted to the following for approval:

1. Village of Somers

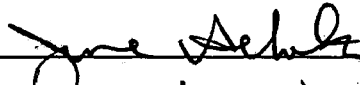
WITNESS the hand and seal of said owner this 2<sup>nd</sup> day of July, 2024

Somers Gateway Center LLC

  
\_\_\_\_\_  
PAUL BHARDWAJ Member  
(Print) (Title)

STATE OF Wisconsin )  
Kenosha COUNTY )SS

Personally, came before me this 2<sup>nd</sup> day of July, 2024, the above named Paul Bhardwaj to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
\_\_\_\_\_  
Notary Public, Kenosha County, WI  
My Commission Expires: 8/3/26

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



**Always a Better Place**  
100 Camelot Drive  
Fond du Lac, WI 54935  
920-926-9800  
excelengineer.com

**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:  
**SOMERS HOTEL**  
SOMERS • WI, 53171

PROFESSIONAL SEAL

**SHEET DATES**

SHEET ISSUE NOV. 11, 2024

REVISIONS

**JOB NUMBER**

230477100

**SHEET NUMBER**

**C1.1**

EXISTING SITE DATA			
	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	4.16	181,256	
BUILDING FLOOR AREA	0.00	0	0.0%
PAVEMENT (ASP. & CONC.)	0.00	0	0.0%
TOTAL IMPERVIOUS	0.00	0	0.0%
LANDSCAPE/ OPEN SPACE	4.16	181,256	100.0%

PROPOSED SITE DATA			
	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	4.16	181,256	
BUILDING FLOOR AREA	0.32	14,075	7.8%
PAVEMENT (ASP. & CONC.)	1.36	59,284	32.7%
TOTAL IMPERVIOUS	1.68	73,359	40.5%
LANDSCAPE/ OPEN SPACE	2.48	107,897	59.5%

**PAVEMENT HATCH KEY:**

[Hatch Pattern]	STANDARD ASPHALT
[Hatch Pattern]	SITE HEAVY DUTY ASPHALT
[Hatch Pattern]	ACCESS ROAD HEAVY DUTY ASPHALT
[Hatch Pattern]	SIDEWALK CONCRETE
[Hatch Pattern]	DUMPSTER PAD CONCRETE

**SITE INFORMATION:**

OVERALL PROPERTY: LOT 4 OF CERTIFIED SURVEY MAP NUMBER 3050 BEING PART OF THE NW 1/4, NE 1/4, AND SE 1/4 OF THE SW 1/4, T2N, R22E, VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN AS DOCUMENT NUMBER 1948790

PROPOSED LOT 4 PROPERTY AREA: 181,256 S.F. (4.16 ACRES).

EXISTING ZONING: A-4

PROPOSED ZONING: B-3 WITH PUD (REZONE INCLUDED WITH MASTER DEVELOPMENT)

PROPOSED USE: LOT 4 - HOTEL

AREA OF SITE DISTURBANCE: ± 135,000 S.F. (3.10 ACRES)

SETBACKS: BUILDING: FRONT (WEST) = 65'  
SIDE (NORTH/SOUTH) = 30'  
REAR (EAST) = 30'

PAVEMENT: FRONT (WEST) = 20'  
SIDE (NORTH/SOUTH) = 10'  
REAR (EAST) = 10'

PROPOSED BUILDING HEIGHT: 56'-0" (MAX. HEIGHT ALLOWED: 35'-0")  
- EXCEEDANCE INCLUDED WITH PUD REQUEST AS PART OF MASTER DEVELOPMENT

PARKING REQUIRED: TOTAL SPACES REQ. = 122 SPACES  
1 SPACE PER 1 EMPLOYEE (15 SPACES REQ.)  
+ 1 PER GUEST ROOM (107 SPACES REQ.)

PARKING PROVIDED: 127 SPACES (5 H.C. ACCESSIBLE)

HANDICAP STALLS REQUIRED: 5, HANDICAP STALLS PROVIDED: 5

HOURS OF OPERATION: TBD

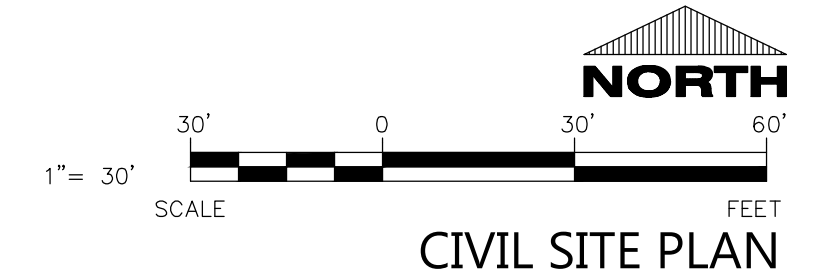
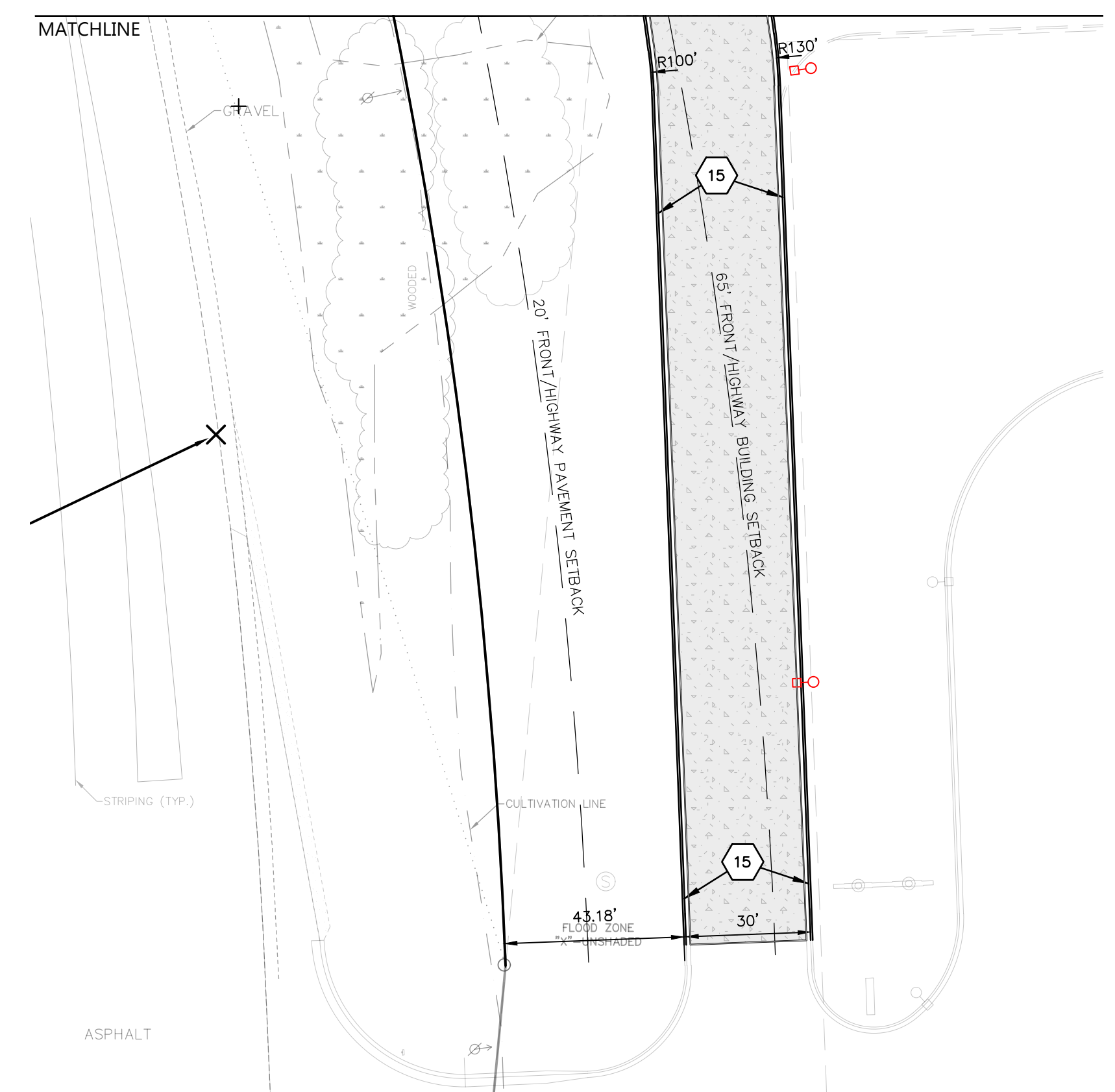
BUILDING OCCUPANCY CLASSIFICATION: R

CLASS OF BUILDING CONSTRUCTION: IIB

LANDSCAPE REQUIREMENTS: MAXIMUM LOT COVERAGE - BUILDING ONLY: 35%

**SITE PLAN KEYNOTES**

8	CONCRETE STOOP (TYP.) SEE ARCH. PLANS FOR DETAILS.
9	RAISED WALK (TYP.)
12	CURB RAMP 1 (TYP.)
13	CURB RAMP 2 (TYP.)
14	18" CURB & GUTTER (TYP.)
15	18" MOUNTABLE CURB & GUTTER (TYP.)
16	CURB TAPER (TYP.)
17	CURB CUT (TYP.)
18	CONCRETE TRANSFORMER PAD BY UTILITY SUPPLIER (CONTRACTOR TO VERIFY FINAL LOCATION & DESIGN PRIOR TO CONSTRUCTION)
19	HANDICAP SIGN (TYP.)
20	HANDICAP STALL & STRIPING PER STATE CODES.
22	PYLON/MONUMENT SIGN (DETAILS, FINAL LOCATION, & APPROVAL BY SIGN VENDOR)
23	DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
26	FLAGPOLE - FINAL TYPE, COLOR, HEIGHT, LOCATION, ETC. BY SUPPLIER IN COORDINATION WITH OWNER.
30	EQUIPMENT SCREENING FENCE (TYP.)
31	BUILDING CANOPY (TYP.) SEE ARCH. PLANS FOR DETAILS.
32	GAZEBO (TYP.) SEE ARCH. PLANS FOR DETAILS.
33	CONCRETE EQUIPMENT PAD (TYP.) VERIFY PAD SIZE WITH CONTRACTOR REQUIRING PAD PRIOR TO CONSTRUCTION.
34	REMOTE FDC AND HYDRANT CONCRETE PUMPER PAD (PER VILLAGE DETAIL)
35	FLOW THROUGH CURB (SEE DETAIL)
(X)(X)	IDENTIFICATION: KEYNOTE ITEM(QUANTITY) - IF NO ( ) = QUANTITY IS 1



PT NO. 9  
CTRL MAG NL SET  
ELEV=727.19  
N=241,532.673  
E=2,520,312.606

PT NO. 8  
CTRL MAG NL SET  
ELEV=725.29  
N=241,194.653  
E=2,520,501.226

L=782.01'  
R=1475.00'  
CB=S17°26'33"E  
CH=772.88'  
Δ=0°30'22"36"  
TAN=S32°37'51"E  
TAN=S02°15'15"E



# KENOSHA COUNTY

---

Shelly Billingsley, Director  
Department of Public Works &  
Development Services

Andy M. Buehler, Director  
Division of Planning & Development

## MEMORANDUM

**TO: Jason Peters, Village of Somers Administrator**  
**FROM: Luke Godshall, Senior Land Use Planner**  
**DATE: 2025-04-22**  
**RE: Approved PUD Deviations for Good Company US LLC**

---

The proposed hotel development for Good Company US LLC was approved by the Somers Village Board on July 23, 2024. Specifically, the rezoning approval included a motion by the Board to include a Planned Unit Development (PUD) overlay district, to allow for certain departures from Village ordinance standards. The approved ordinance departure for the hotel included:

- **Section 4.04(3)(f)1 - Height in the B-3 District**

**Required by Ordinance:**

No building or parts of a building shall exceed 35 feet in height.

**Approved Deviation:**

Developer is requesting a hotel building height of approximately **56 feet**.

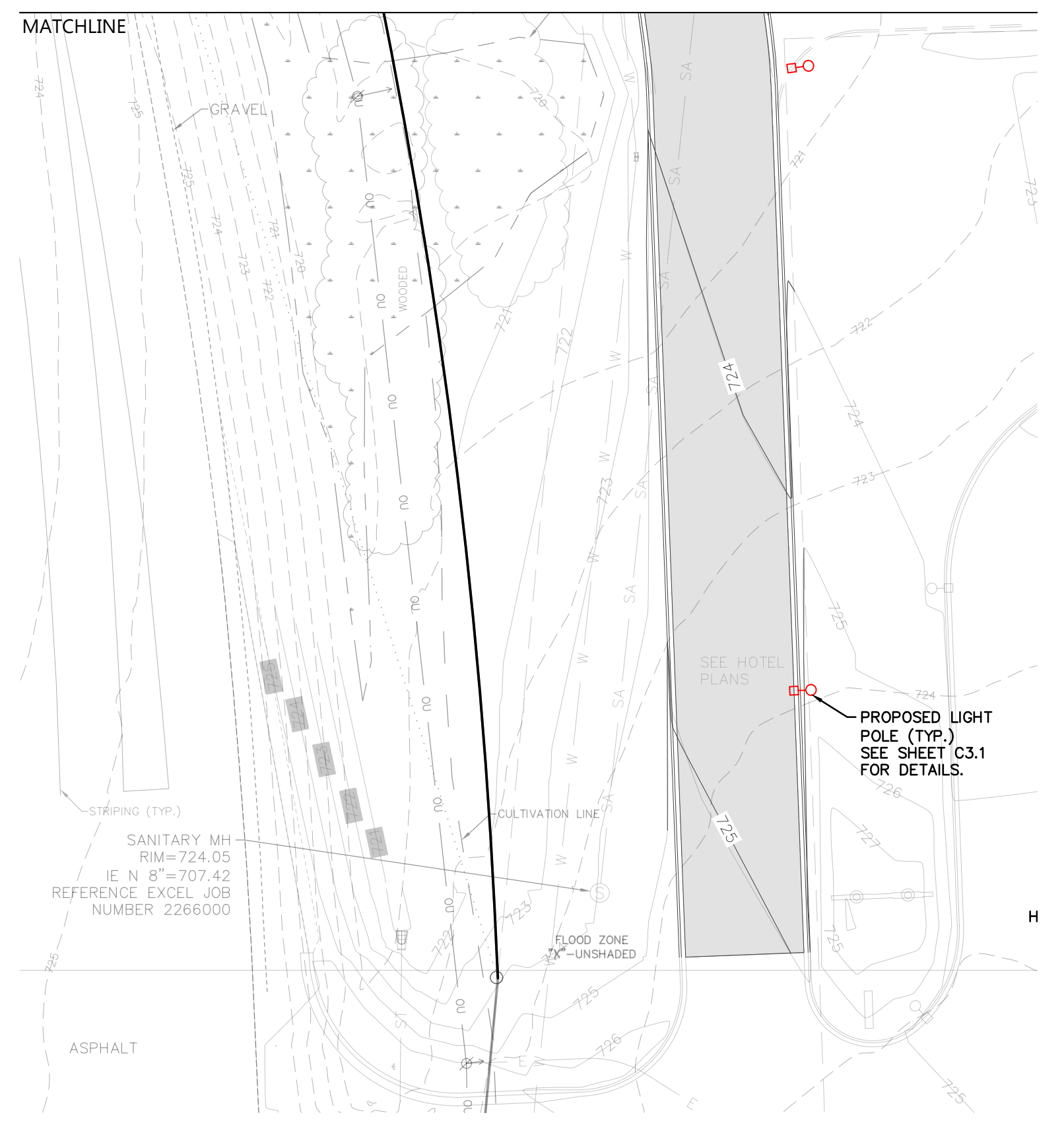


**VERTICAL DATUM CONVERSION**  
1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD88  
2. NGVD29 = NAVD88 + 0.17 FT

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

**DOWNSPOUT NOTE:**  
[DS] = DENOTES DOWNSPOUT TO GRADE LOCATIONS. PROVIDE SPLASH BLOCKS AT ALL DS TO GRADE LOCATIONS. SEE ARCH PLANS FOR FINAL LOCATIONS.

**CLEANOUT NOTE:**  
[CO] = DENOTES LOCATIONS WHERE CONTRACTOR SHALL INSTALL CLEANOUTS. SEE C0.1 FOR SPECIFICATION.



**EXCEL**  
Always a Better Plan  
100 Camelot Drive  
Fond du Lac, WI 54935  
920-926-9800  
excelengineer.com

**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:  
**SOMERS HOTEL**  
SOMERS • WI, 53171

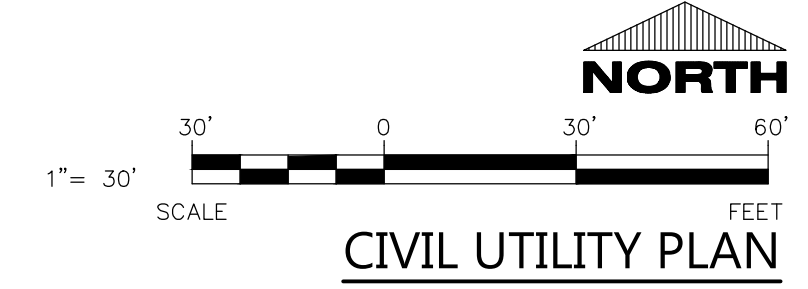
PROFESSIONAL SEAL

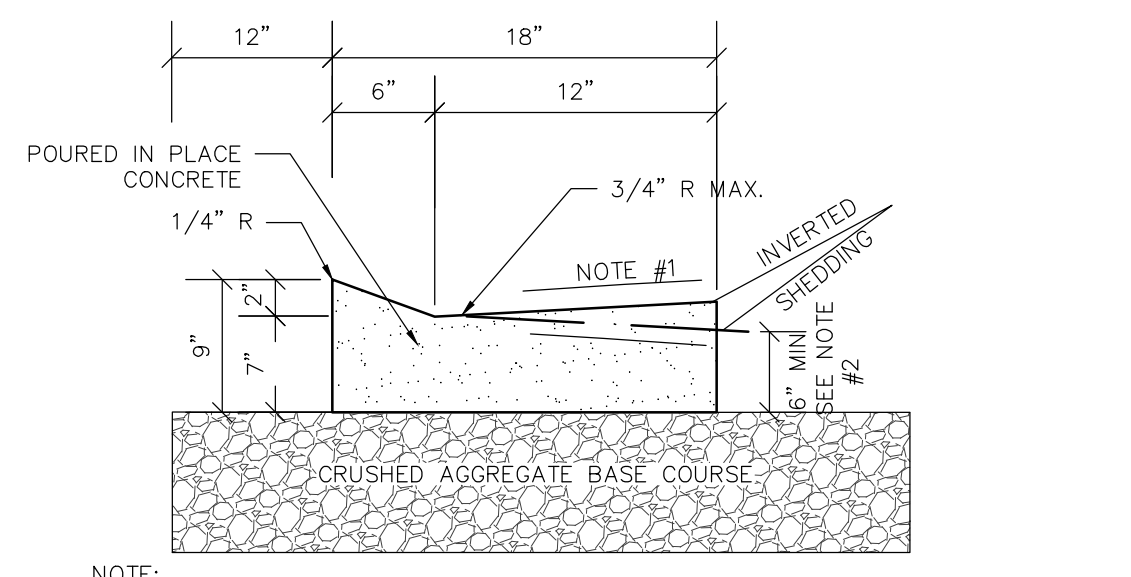
**SHEET DATES**

SHEET ISSUE	NOV. 11, 2024
REVISIONS	
AD1	APR. 9, 2025

**JOB NUMBER**  
230477100

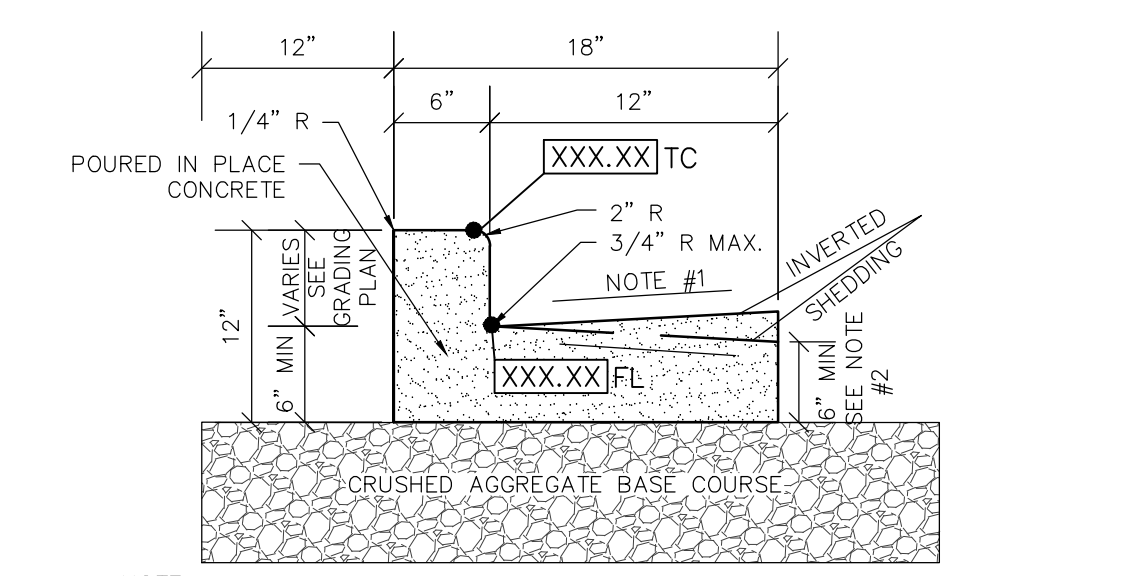
**SHEET NUMBER**  
**C1.3**





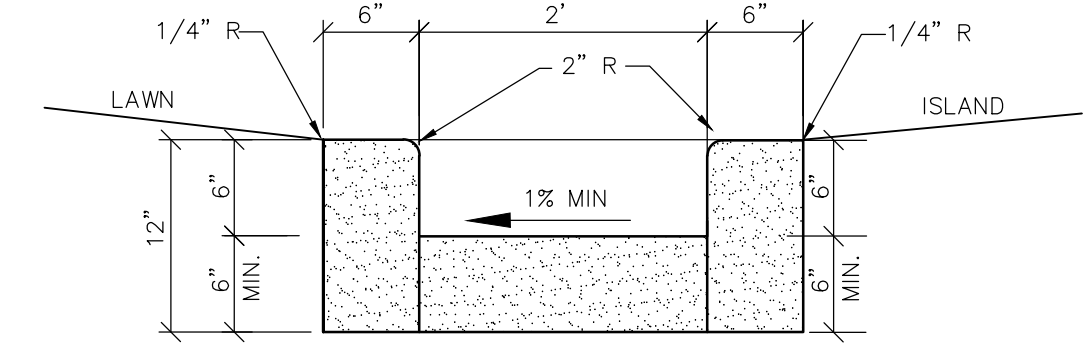
- NOTE:
- USE 4% GUTTER CROSS SLOPE UNLESS OTHERWISE NOTED IN THE PLANS.
  - THE BOTTOM OF CURB AND GUTTER MAY BE CONSTRUCTED EITHER LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE OR BASE AGGREGATE PROVIDED A 6" MIN. GUTTER THICKNESS IS MAINTAINED.
  - SEE SITE PLAN & GRADING PLAN FOR INVERTED & SHEDDING CURB LOCATIONS

**18" MOUNTABLE CURB & GUTTER DETAIL**  
NO SCALE

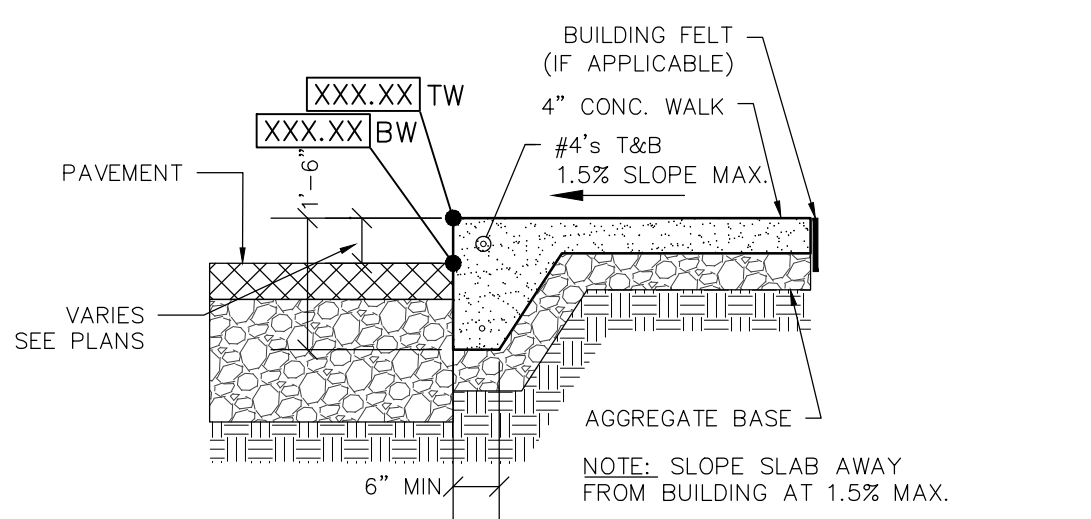


- NOTE:
- USE 4% GUTTER CROSS SLOPE UNLESS OTHERWISE NOTED IN THE PLANS.
  - THE BOTTOM OF CURB AND GUTTER MAY BE CONSTRUCTED EITHER LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE OR BASE AGGREGATE PROVIDED A 6" MIN. GUTTER THICKNESS IS MAINTAINED.
  - SEE SITE PLAN & GRADING PLAN FOR INVERTED & SHEDDING CURB LOCATIONS

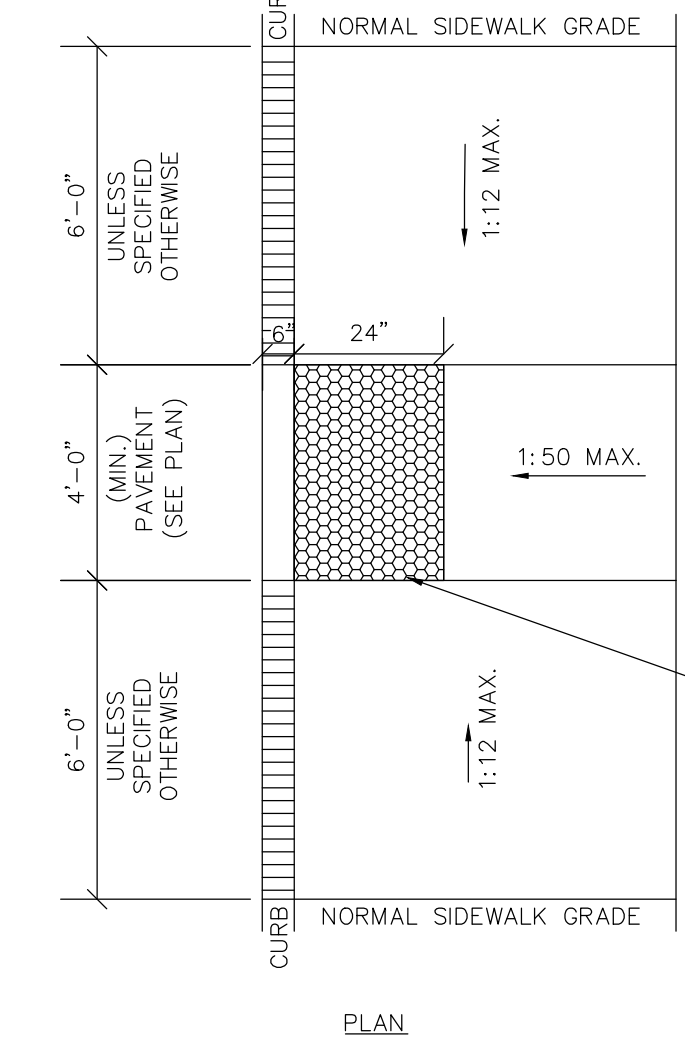
**18" CONCRETE CURB & GUTTER DETAIL**  
NO SCALE



**FLOW THROUGH CURB DETAIL**  
NO SCALE



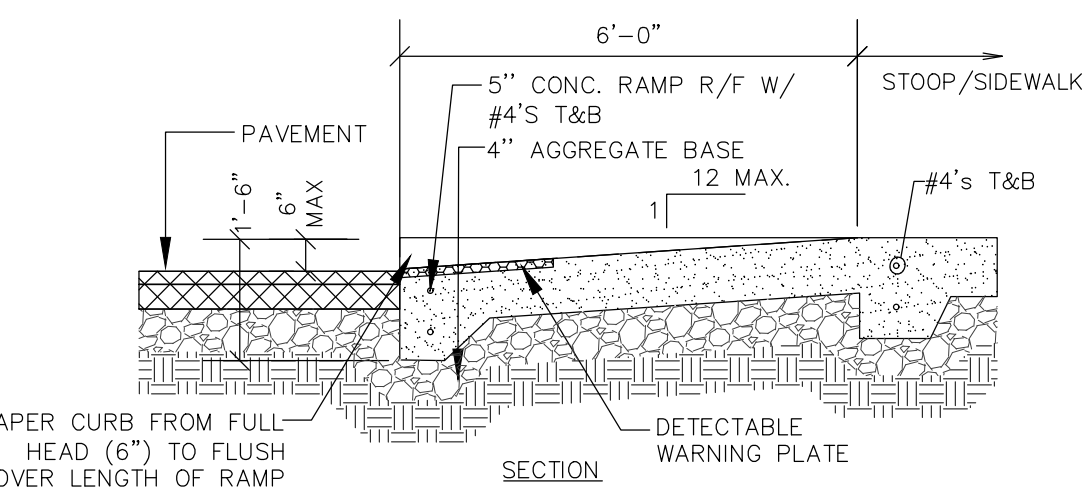
**RAISED WALK DETAIL**  
NO SCALE



**CURB RAMP 2 DETAIL**  
NO SCALE

NOTE: ADA CURB RAMP SHALL CONFORM TO THE CURRENT EDITION OF ADA STANDARDS FOR ACCESSIBLE DESIGN FOR ALL REQUIREMENTS.

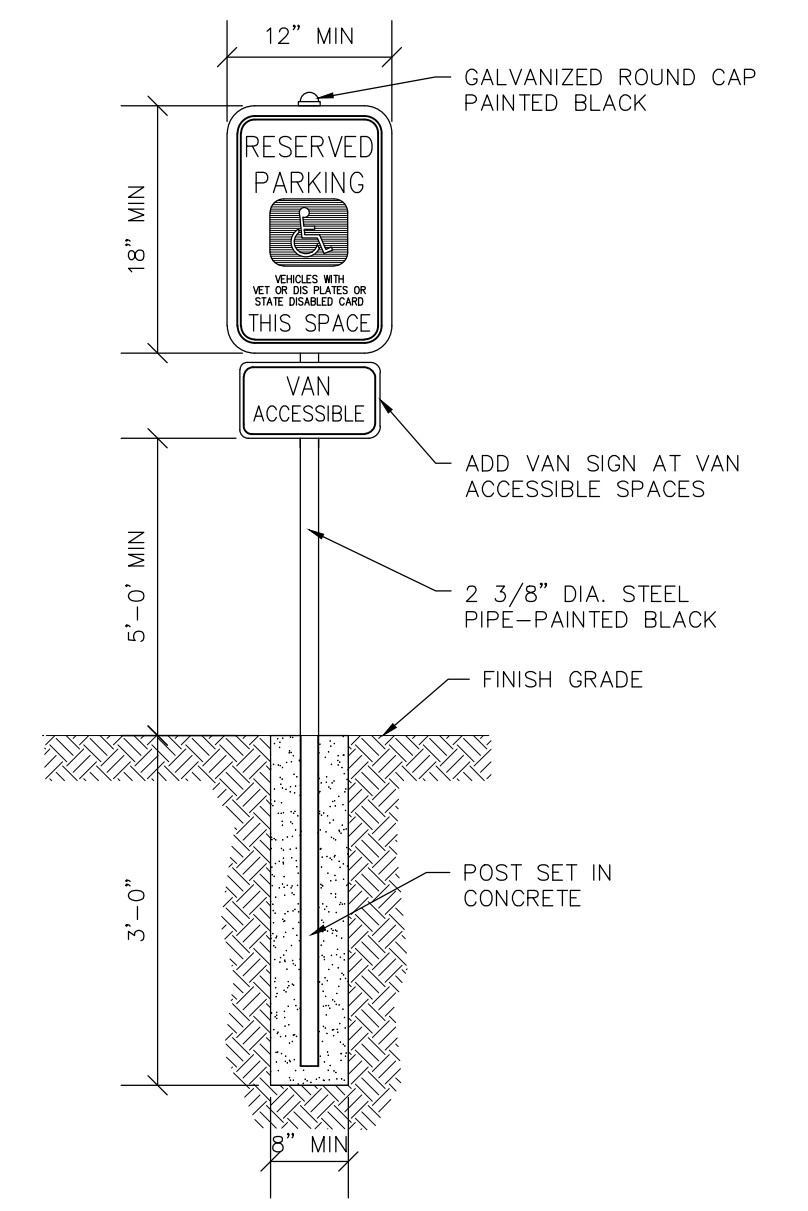
DETECTABLE WARNING SURFACE, SURFACE TO BE TRUNCATED DOMES WITH A BASE DIAMETER OF 0.9" MIN. TO 1.4" MAX. AND A TOP DIAMETER OF 50% MIN. TO 65% MAX. OF THE BASE DIAMETER. HEIGHT OF DOMES SHALL HAVE A HEIGHT OF 0.2". TRUNCATED DOMES SHALL HAVE A CENTER-TO-CENTER SPACING OF 1.6" MIN. AND 2.4" MAX. AND A BASE-TO-BASE SPACING OF 0.65" MIN. MEASURED BETWEEN THE MOST ADJACENT DOMES ON THE GRID. DOMES SHALL BE ALIGNED IN A SQUARE GRID PATTERN.



**CURB RAMP 1 DETAIL**  
NO SCALE

NOTE: ADA CURB RAMP SHALL CONFORM TO THE CURRENT EDITION OF ADA STANDARDS FOR ACCESSIBLE DESIGN FOR ALL REQUIREMENTS.

DETECTABLE WARNING SURFACE, SURFACE TO BE TRUNCATED DOMES WITH A BASE DIAMETER OF 0.9" MIN. TO 1.4" MAX. AND A TOP DIAMETER OF 50% MIN. TO 65% MAX. OF THE BASE DIAMETER. HEIGHT OF DOMES SHALL HAVE A HEIGHT OF 0.2". TRUNCATED DOMES SHALL HAVE A CENTER-TO-CENTER SPACING OF 1.6" MIN. AND 2.4" MAX. AND A BASE-TO-BASE SPACING OF 0.65" MIN. MEASURED BETWEEN THE MOST ADJACENT DOMES ON THE GRID. DOMES SHALL BE ALIGNED IN A SQUARE GRID PATTERN.

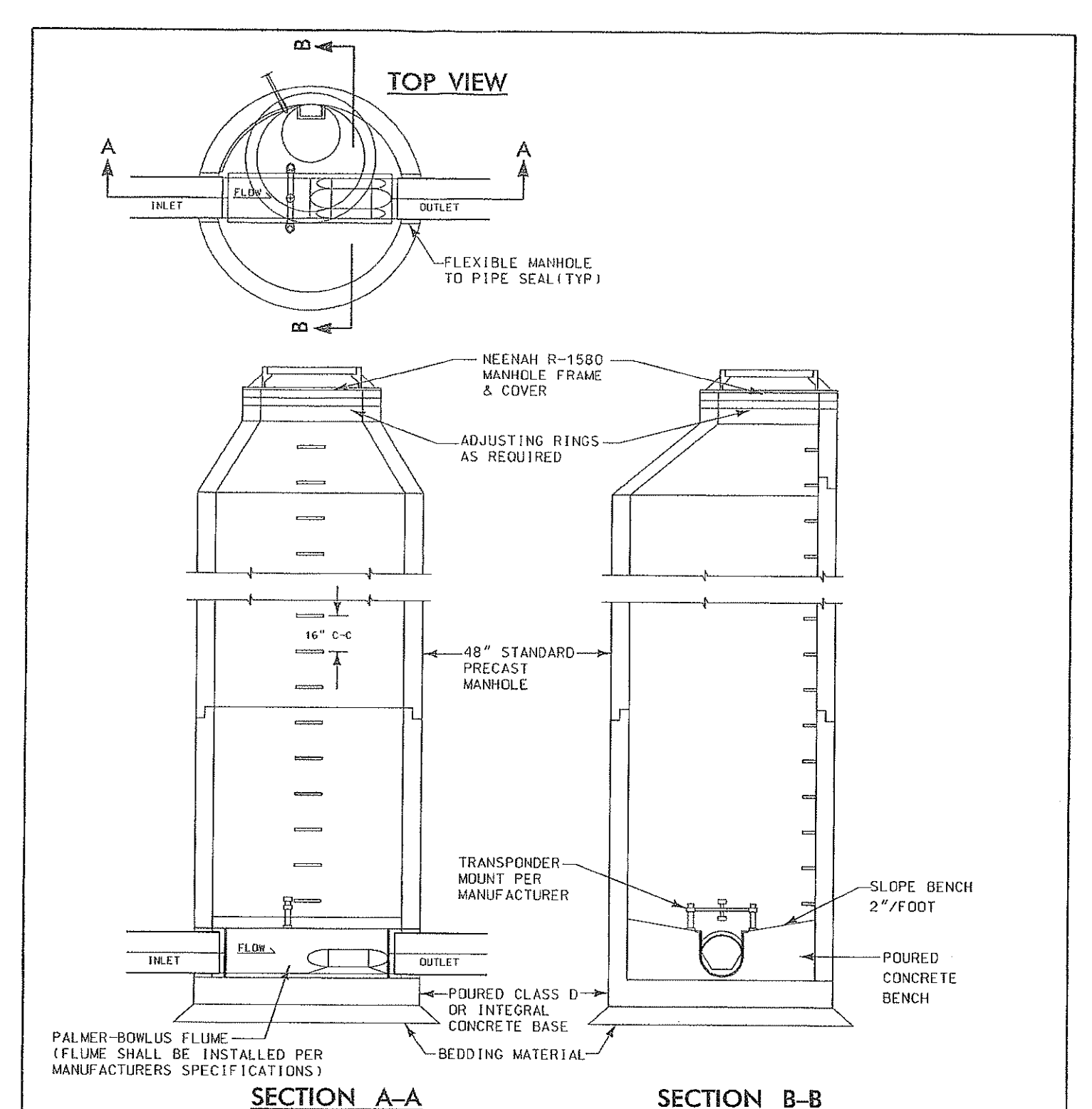


**HANDICAP SIGNAGE WITH CONCRETE BASE DETAIL**  
NO SCALE

SPECIFICATION NOTE:  
SEE SHEET C01 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:  
**SOMERS HOTEL**  
SOMERS • WI, 53171



**STANDARD 4"-8" LATERAL METERING/SAMPLING MANHOLE WITH PALMER-BOWLUS FLUME**

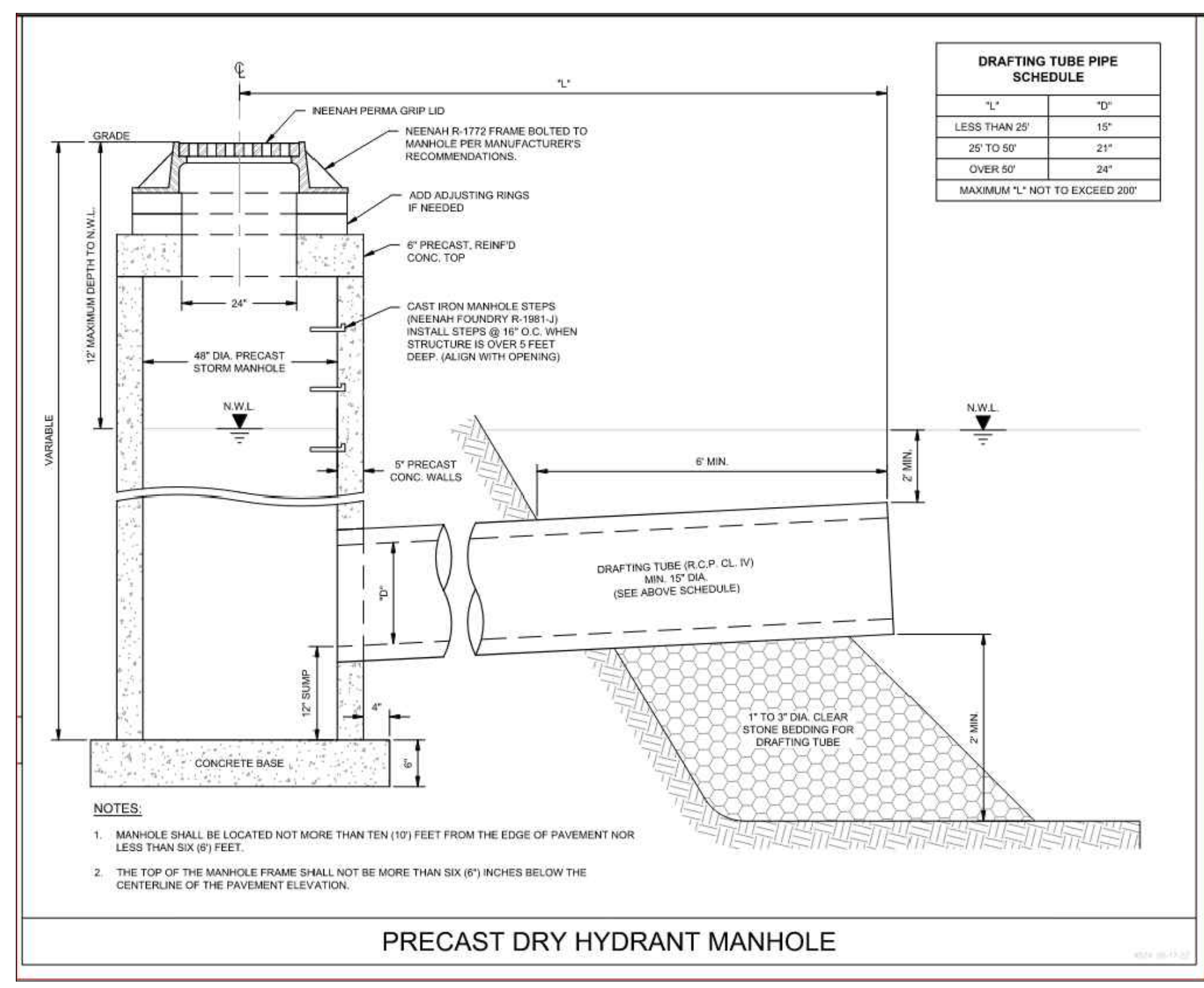
PROJECT NAME: **TOWN OF SOMERS** PROJECT NO: **KENOSHA COUNTY, WISCONSIN**

LOCATION: **TOWN OF SOMERS**

SCALE: **NO SCALE** DATE: **MARCH, 2009**

DRAWN BY: **B. FOLLENSBEE**

**CRISPELL-SNYDER, INC.**  
PROFESSIONAL CONSULTANTS  
1000 KENNEDY DRIVE, SUITE 100, WAUKESHA, WI 53186  
PHONE: 262-781-1100 FAX: 262-781-1101

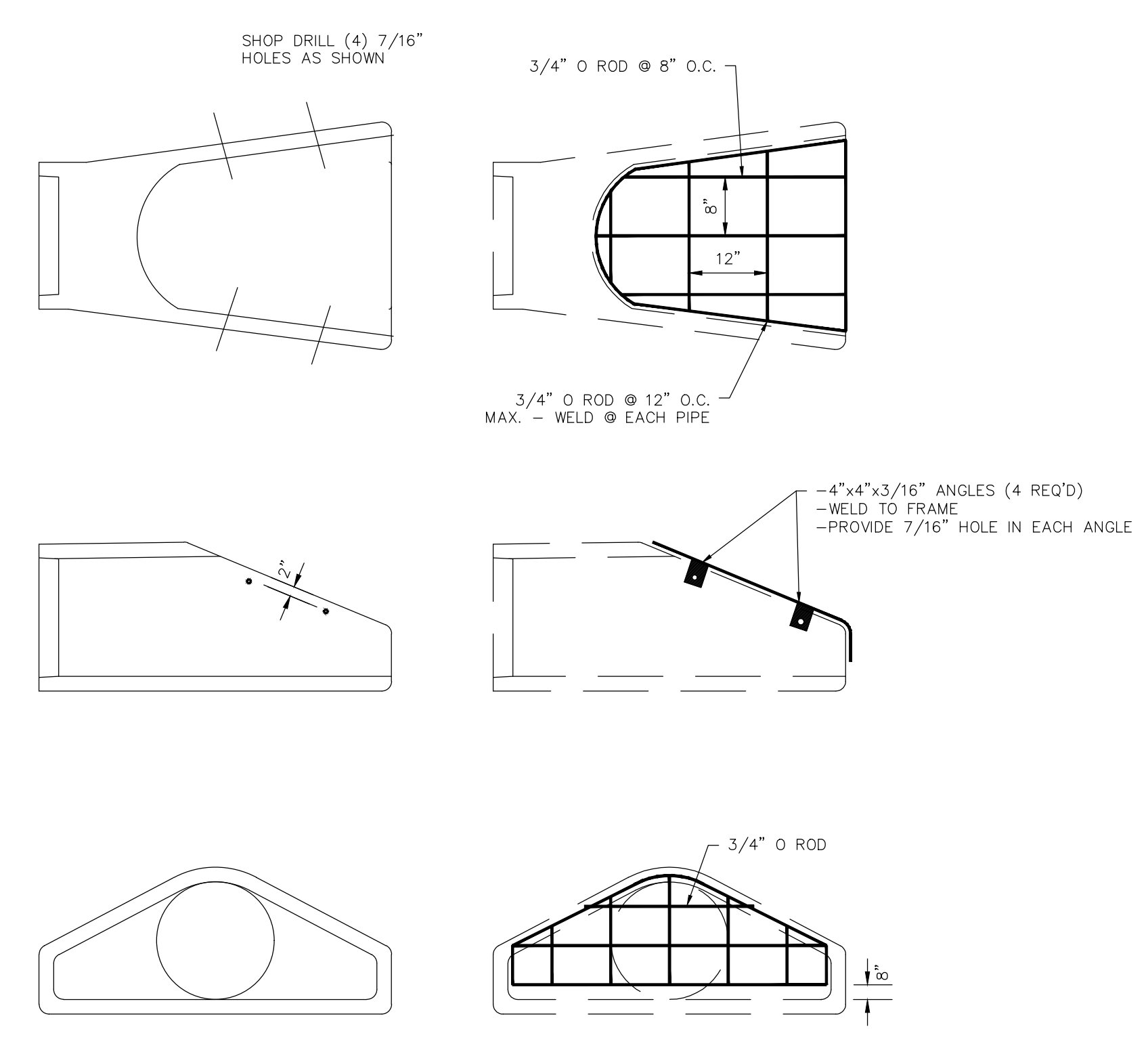


**PRECAST DRY HYDRANT MANHOLE**

- NOTES:
- MANHOLE SHALL BE LOCATED NOT MORE THAN TEN (10) FEET FROM THE EDGE OF PAVEMENT NOR LESS THAN SIX (6) FEET.
  - THE TOP OF THE MANHOLE FRAME SHALL NOT BE MORE THAN SIX (6) INCHES BELOW THE CENTERLINE OF THE PAVEMENT ELEVATION.

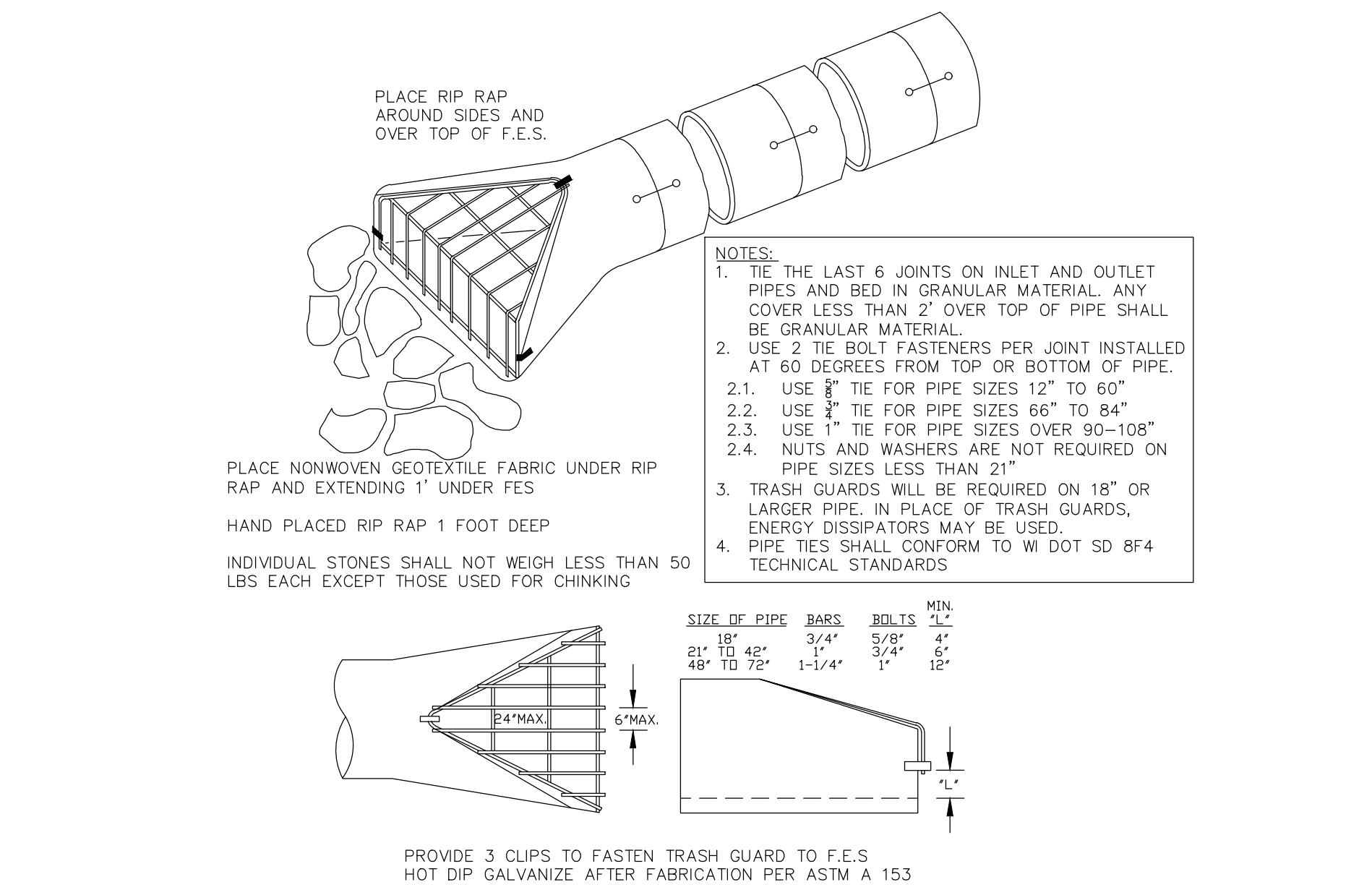
DRAFTING TUBE PIPE SCHEDULE	
1"	10"
LESS THAN 20'	18"
20' TO 50'	21"
OVER 50'	24"

MANHOLE "S" NOT TO EXCEED 20'



**GRATE INSTALLATION DETAIL**  
NO SCALE

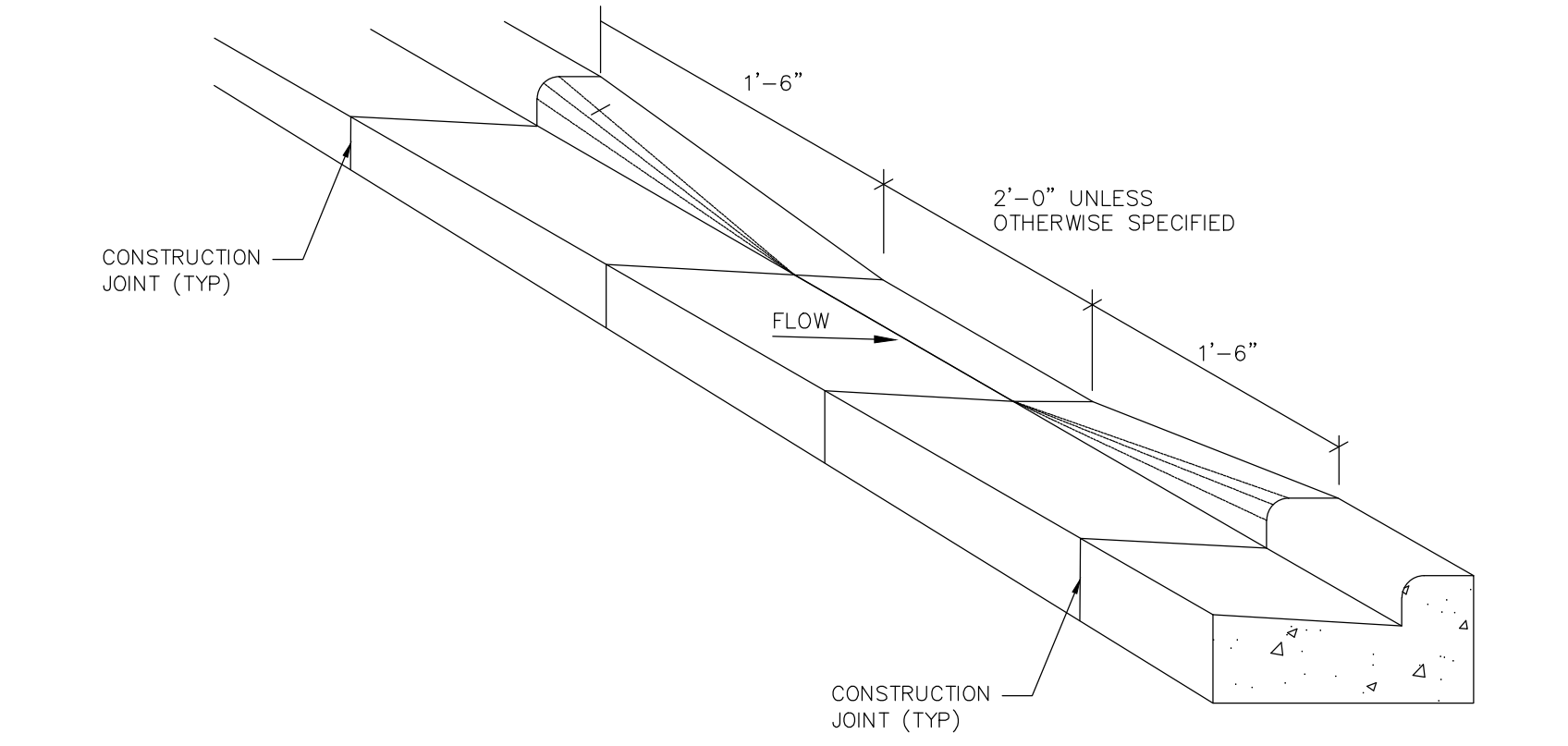
- THE CONTRACTOR SHALL BOLT THE GRATE TO THE CONCRETE END WALL WITH FOUR 3/8" x 6" MACHINE BOLTS WITH NUTS ON INSIDE WALL.
  - APPLICABLE FOR PIPE SIZES 18" AND GREATER.
- PAINTING SPECIFICATIONS  
THE PIPE GRATE SHALL RECEIVE THE FOLLOWING PREPARATION & PAINTING, SEE NOTES:  
FIRST COAT- RUST-OLEUM X-60 RED BARE METAL PRIMER OR EQUAL  
SECOND COAT- RUST-OLEUM 960 ZINC CHROMATE PRIMER OR EQUAL  
THIRD COAT- RUST-OLEUM 1282 HIGH GLOSS & METALLIC FINISH OR EQUAL.
- NOTES:
- BARE SURFACES - AFTER THROUGH SCRAPING, WIRE BRUSHING & CLEANING, APPLY THE THREE COAT SYSTEM LISTED.
  - EACH COAT AN OVERALL COAT.
  - ALLOW 24-48 HOURS DRYING TIME BETWEEN COATS.



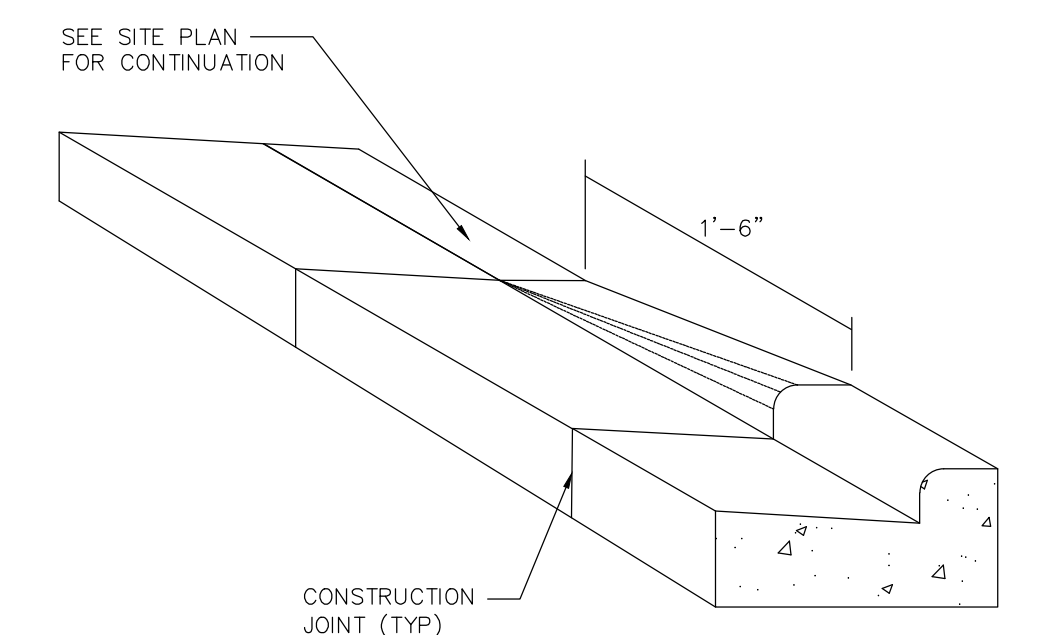
**CONCRETE END SECTION DETAIL**  
NO SCALE

- PLACE RIP RAP AROUND SIDES AND OVER TOP OF F.E.S.
- PLACE NONWOVEN GEOTEXTILE FABRIC UNDER RIP RAP AND EXTENDING 1' UNDER FEES
- HAND PLACED RIP RAP 1 FOOT DEEP
- INDIVIDUAL STONES SHALL NOT WEIGH LESS THAN 50 LBS EACH EXCEPT THOSE USED FOR CHINKING
- NOTES:
- TIE THE LAST 6 JOINTS ON INLET AND OUTLET PIPES AND BED IN GRANULAR MATERIAL. ANY COVER LESS THAN 2' OVER TOP OF PIPE SHALL BE GRANULAR MATERIAL.
  - USE 2" TIE BOLT FASTENERS PER JOINT INSTALLED AT 60 DEGREES FROM TOP OR BOTTOM OF PIPE.
    - USE 1" TIE FOR PIPE SIZES 12" TO 60"
    - USE 3/4" TIE FOR PIPE SIZES 66" TO 84"
    - USE 1/2" TIE FOR PIPE SIZES OVER 90"-108"
    - NUTS AND WASHERS ARE NOT REQUIRED ON PIPE SIZES LESS THAN 21"
  - TRASH GUARDS WILL BE REQUIRED ON 18" OR LARGER PIPE. IN PLACE OF TRASH GUARDS, ENERGY DISSIPATORS MAY BE USED.
  - PIPE TIES SHALL CONFORM TO W DOT SD 8F4 TECHNICAL STANDARDS

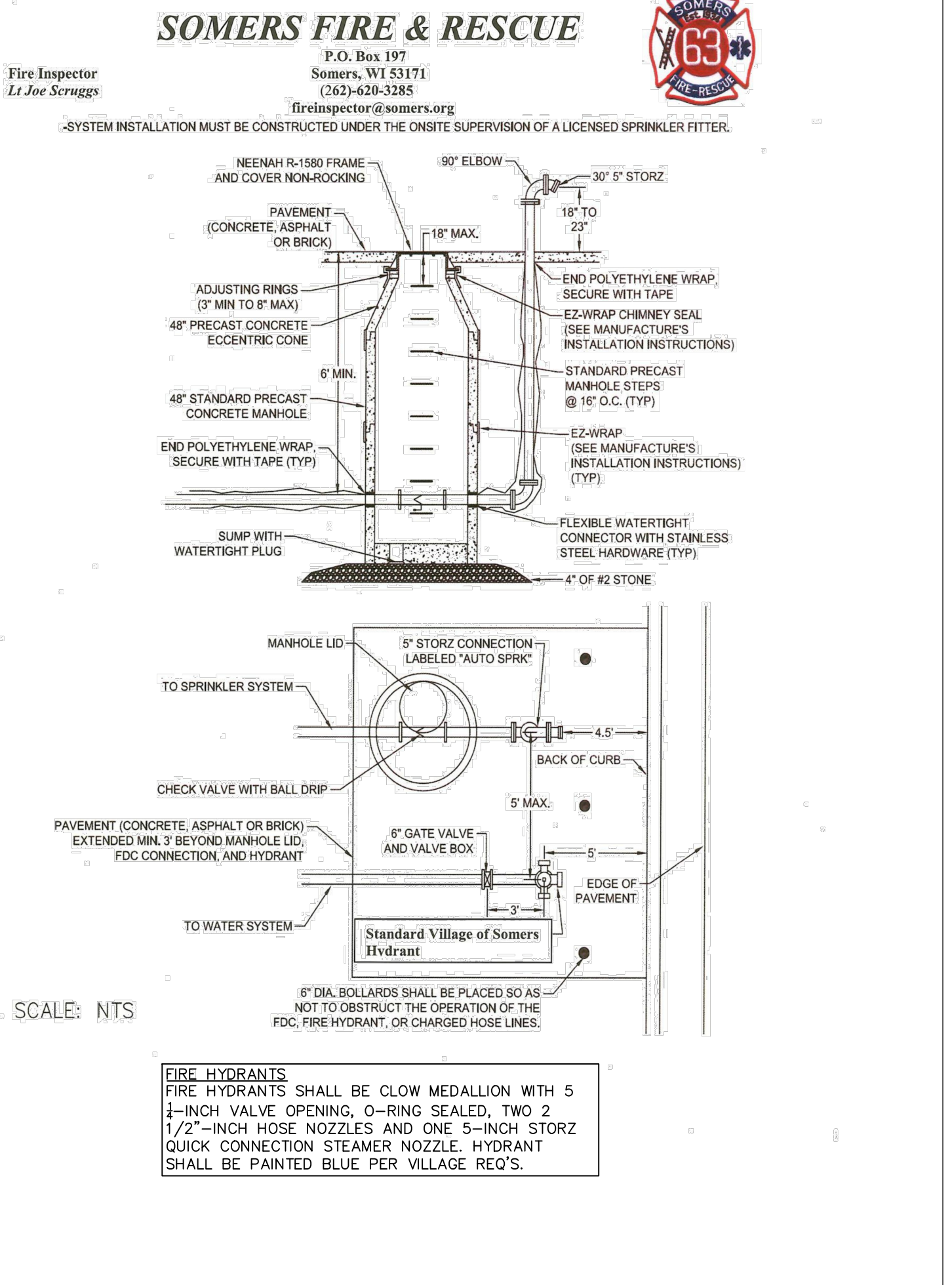
SIZE OF PIPE	BASE	BOLTS	MIN.
18"	4"	3/4"	5/8"
24"	4"	3/4"	5/8"
30"	4"	3/4"	5/8"
36"	4"	3/4"	5/8"
42"	4"	3/4"	5/8"
48"	4"	3/4"	5/8"
54"	4"	3/4"	5/8"
60"	4"	3/4"	5/8"
66"	4"	3/4"	5/8"
72"	4"	3/4"	5/8"
78"	4"	3/4"	5/8"
84"	4"	3/4"	5/8"
90"	4"	3/4"	5/8"
96"	4"	3/4"	5/8"
102"	4"	3/4"	5/8"
108"	4"	3/4"	5/8"



**CURB CUT DETAIL**  
NO SCALE



**CURB TAPER DETAIL**  
NO SCALE



**SOMERS FIRE & RESCUE**

Fire Inspector  
Elder Avogadro  
P.O. Box 197  
Somers, WI 53171  
(262) 438-3385  
fireinspector@somers.org

SYSTEM INSTALLATION MUST BE CONSTRUCTED UNDER THE ONSITE SUPERVISION OF A LICENSED SPRINKLER FITTER.

SCALE: NTS

PIPE HYDRANTS SHALL BE CLOW MEDALLION WITH 5 1/2" INCH VALVE OPENING, O-RING SEALED, TWO 2 1/2" INCH HOSE NOZZLES AND ONE 3/4" INCH STORZ QUICK CONNECTION STEAMER NOZZLE. HYDRANT SHALL BE PAINTED BLUE PER VILLAGE REQ'S.

**PROFESSIONAL SEAL**

**SHEET DATES**

SHEET ISSUE: **NOV. 11, 2024**

REVISIONS:  
AD1 **APR. 9, 2025**

**JOB NUMBER**

230477100

**SHEET NUMBER**

**C2.0**

**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:  
**SOMERS HOTEL**  
SOMERS • WI, 53171

PROFESSIONAL SEAL

**SHEET DATES**

SHEET ISSUE NOV. 11, 2024

**REVISIONS**

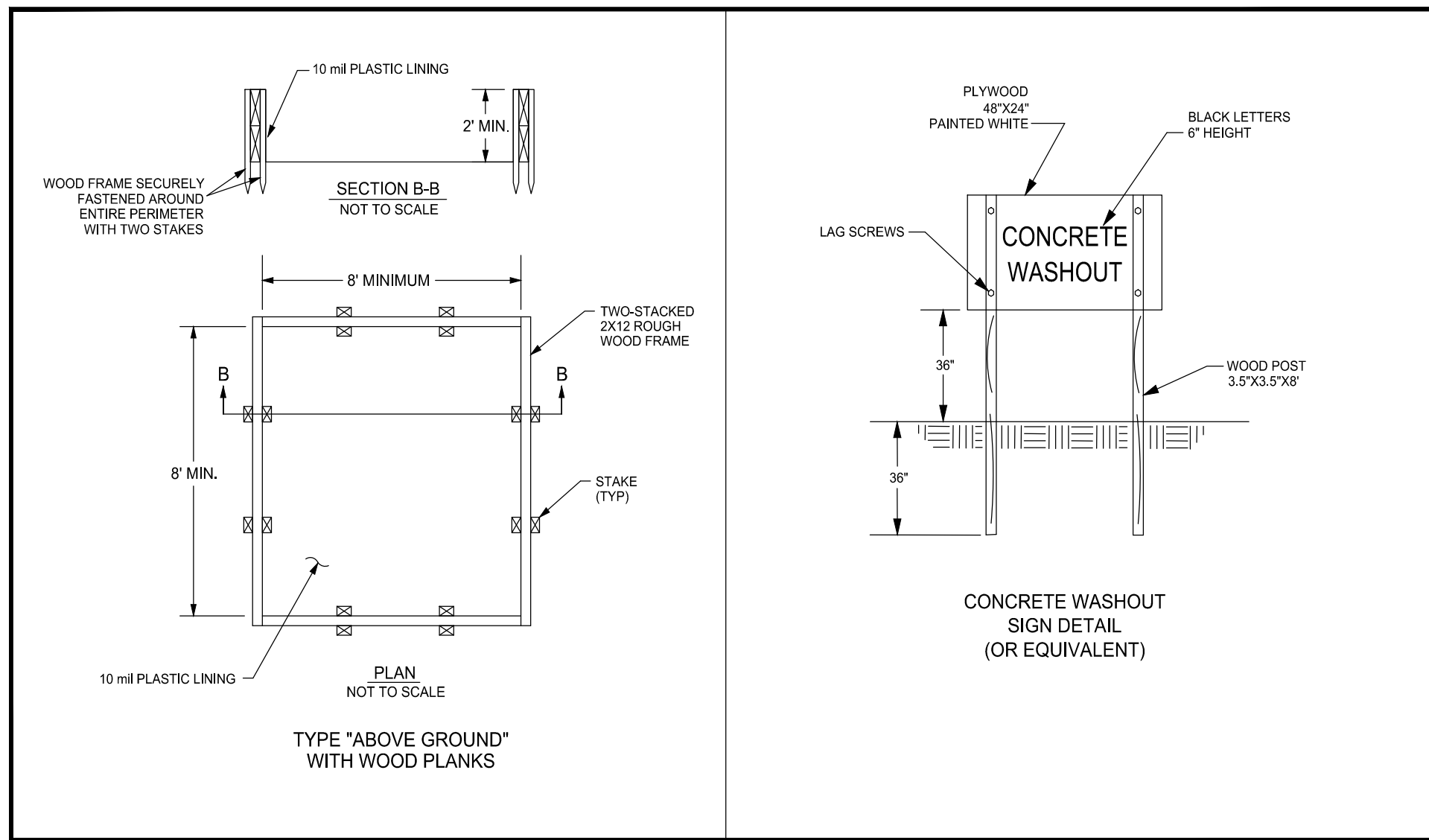
NO.	DESCRIPTION

**JOB NUMBER**

230477100

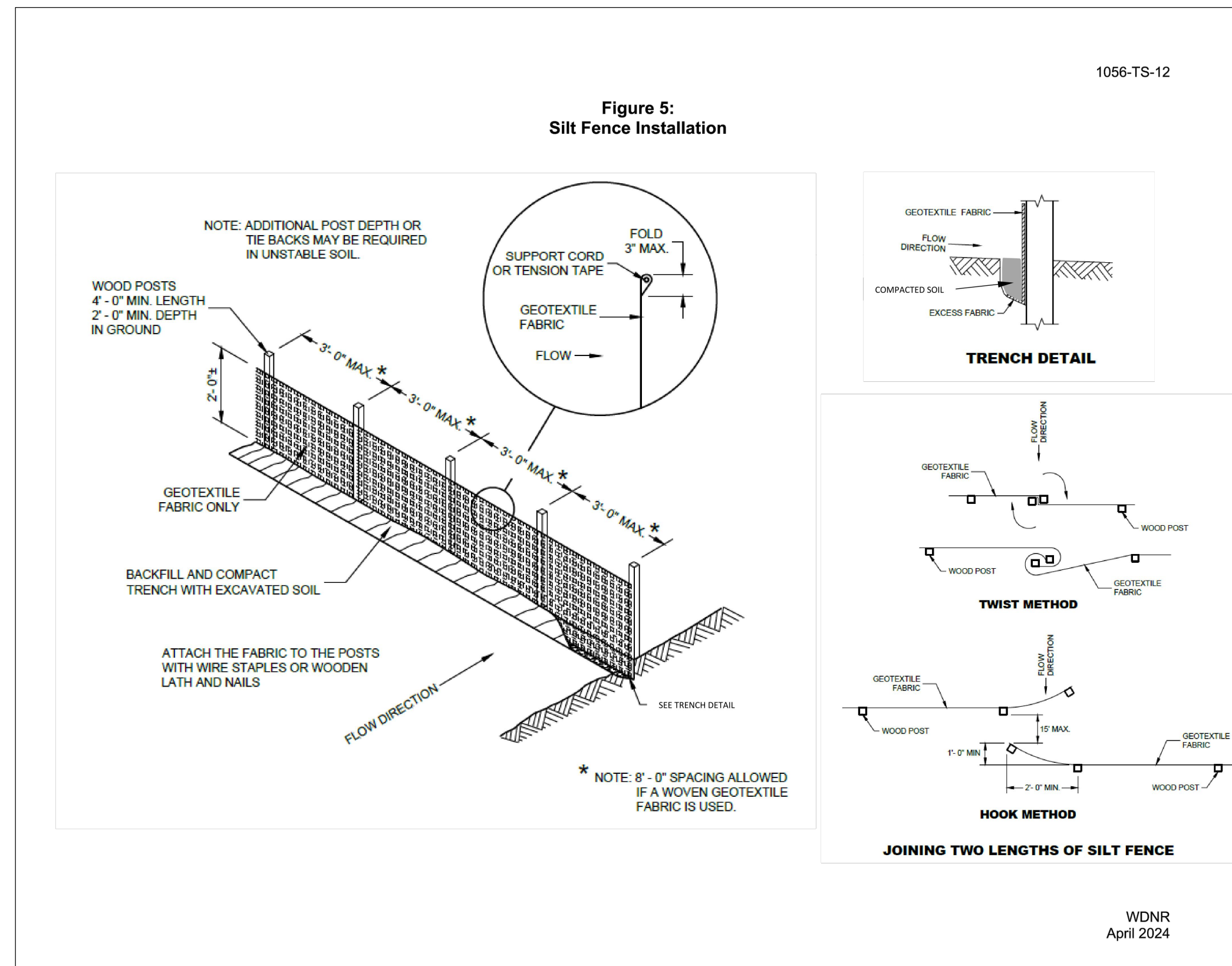
**SHEET NUMBER**

**C2.1**

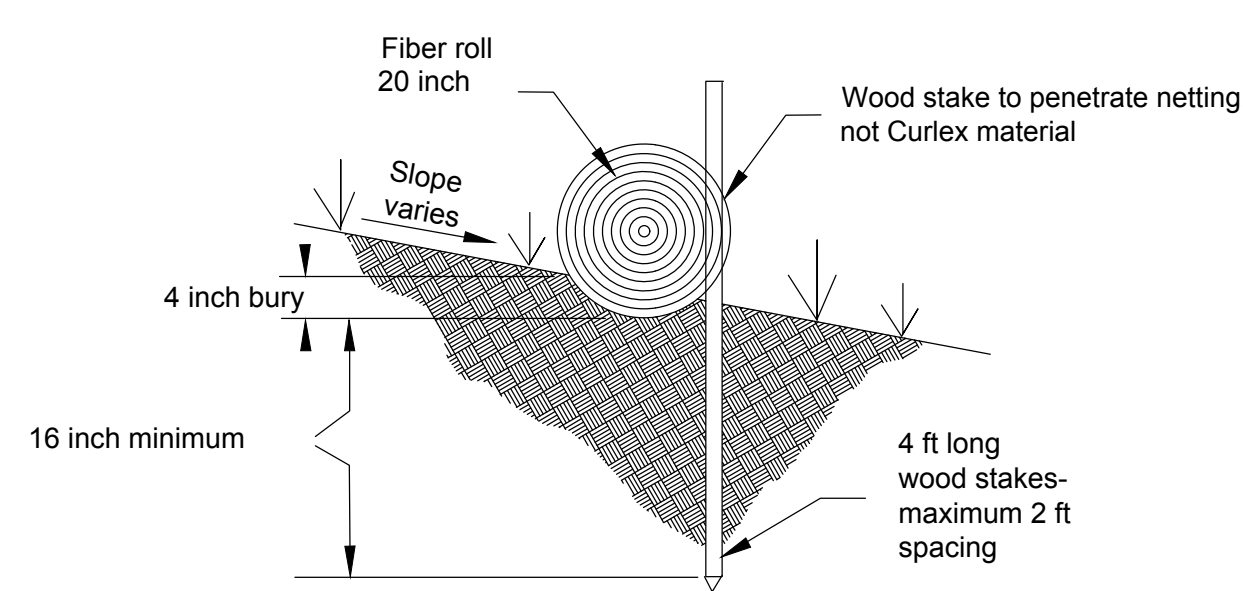
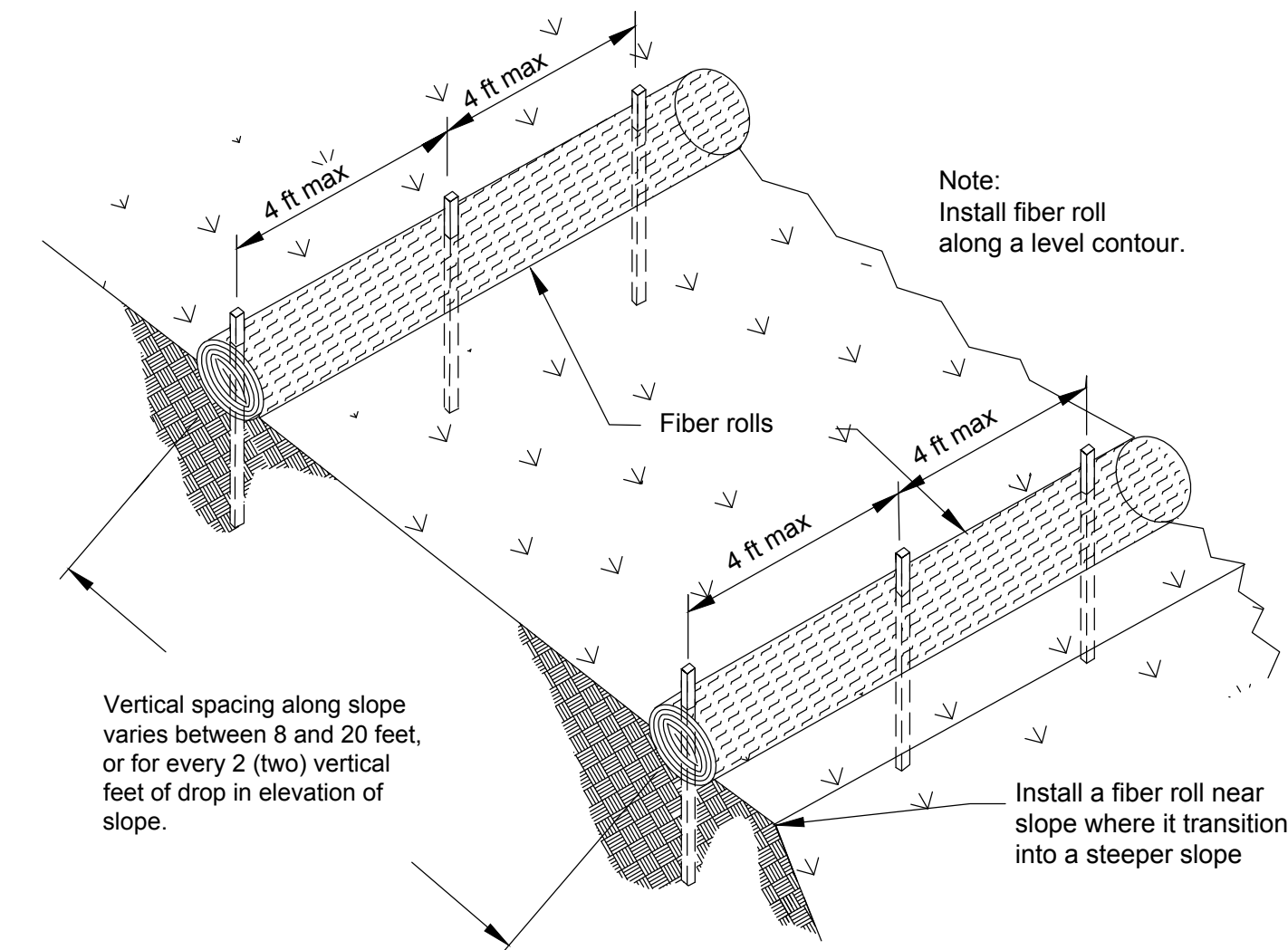


\*\*CONTRACTOR TO ADHERE TO WI DNR STANDARDS\*\*

**CONCRETE WASHOUT DETAIL**  
NO SCALE



**SILT FENCE – INSTALLATION DETAIL**  
NO SCALE



**SEDIMENT LOG INSTALLATION**  
NOT TO SCALE

**GENERAL NOTES**

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD NO. 1053 (CHANNEL EROSION MAT).

VARIATIONS IN THE DIMENSIONS OR MATERIALS SHOWN HEREON SHALL BE PERMITTED IF THEY PROVIDE EQUIVALENT PROTECTION AND MATERIAL STRENGTH AND IF PRIOR APPROVAL OF THE ENGINEER IS OBTAINED.

LAP JOINTS SHALL NOT BE PLACED IN THE BOTTOM OF V-SHAPED DITCHES.

JUNCTION SLOTS ON ADJACENT STRIPS OF MATTING SHALL BE STAGGERED A MINIMUM OF 4 FEET APART.

EDGES OF EROSION MAT SHALL BE IMPRESSED IN THE SOIL.  
EROSION MAT SHALL PAID BY THE SQUARE YARD INSTALLED.

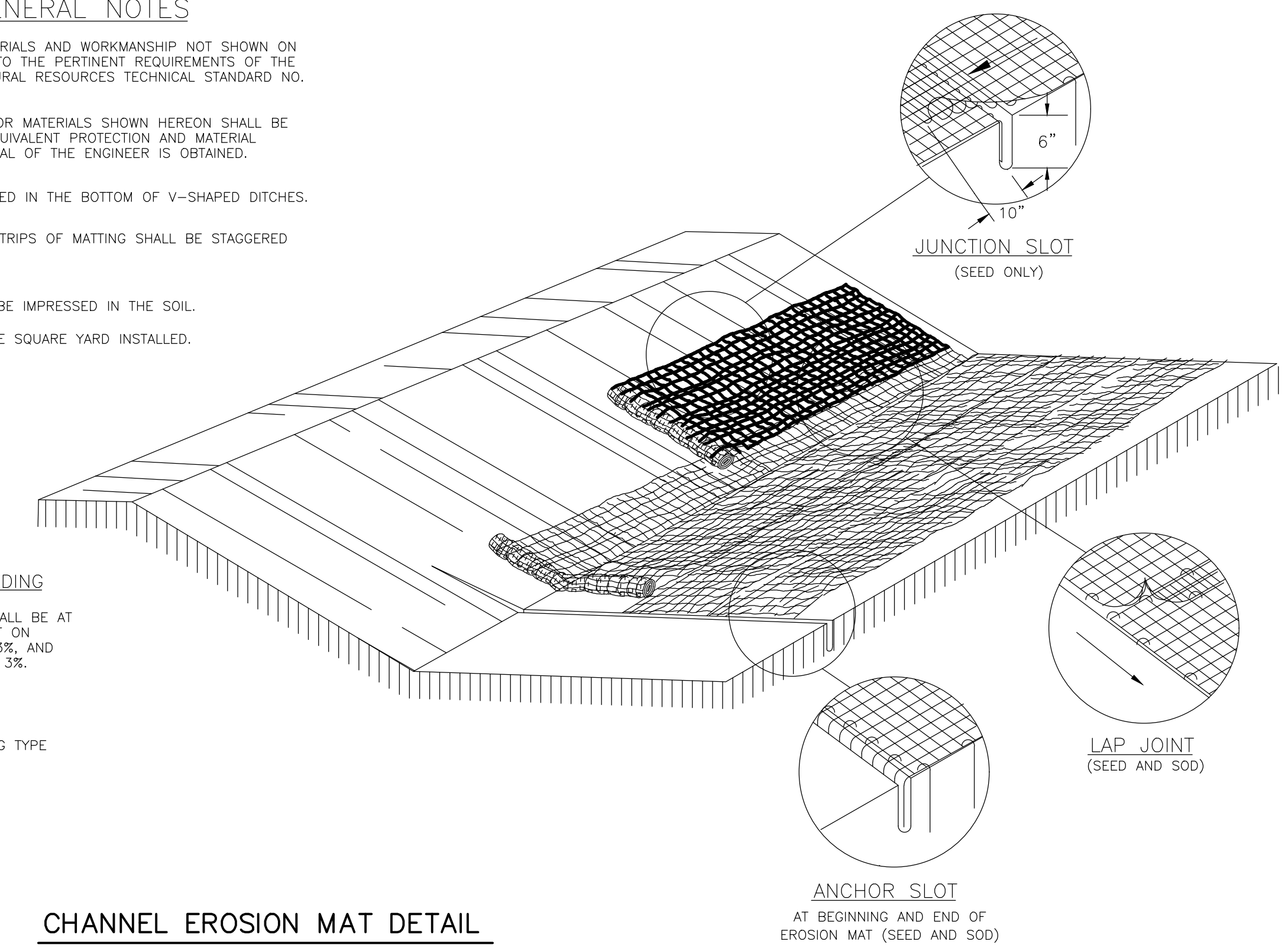
**EROSION MAT OVER SEEDING**

JUNCTION OR ANCHOR SLOTS SHALL BE AT MINIMUM INTERVALS OF 100 FEET ON GRADES UP TO AND INCLUDING 3%, AND 50 FEET ON GRADES EXCEEDING 3%.

NOTE:  
SEE SPECIFICATIONS FOR MATTING TYPE

**CHANNEL EROSION MAT DETAIL**

NOT TO SCALE



**TRACKPAD DETAILS**  
NO SCALE



**VERTICAL DATUM CONVERSION**  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD88  
 2. NAVD29 = NAVD88 + 0.17 FT

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

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

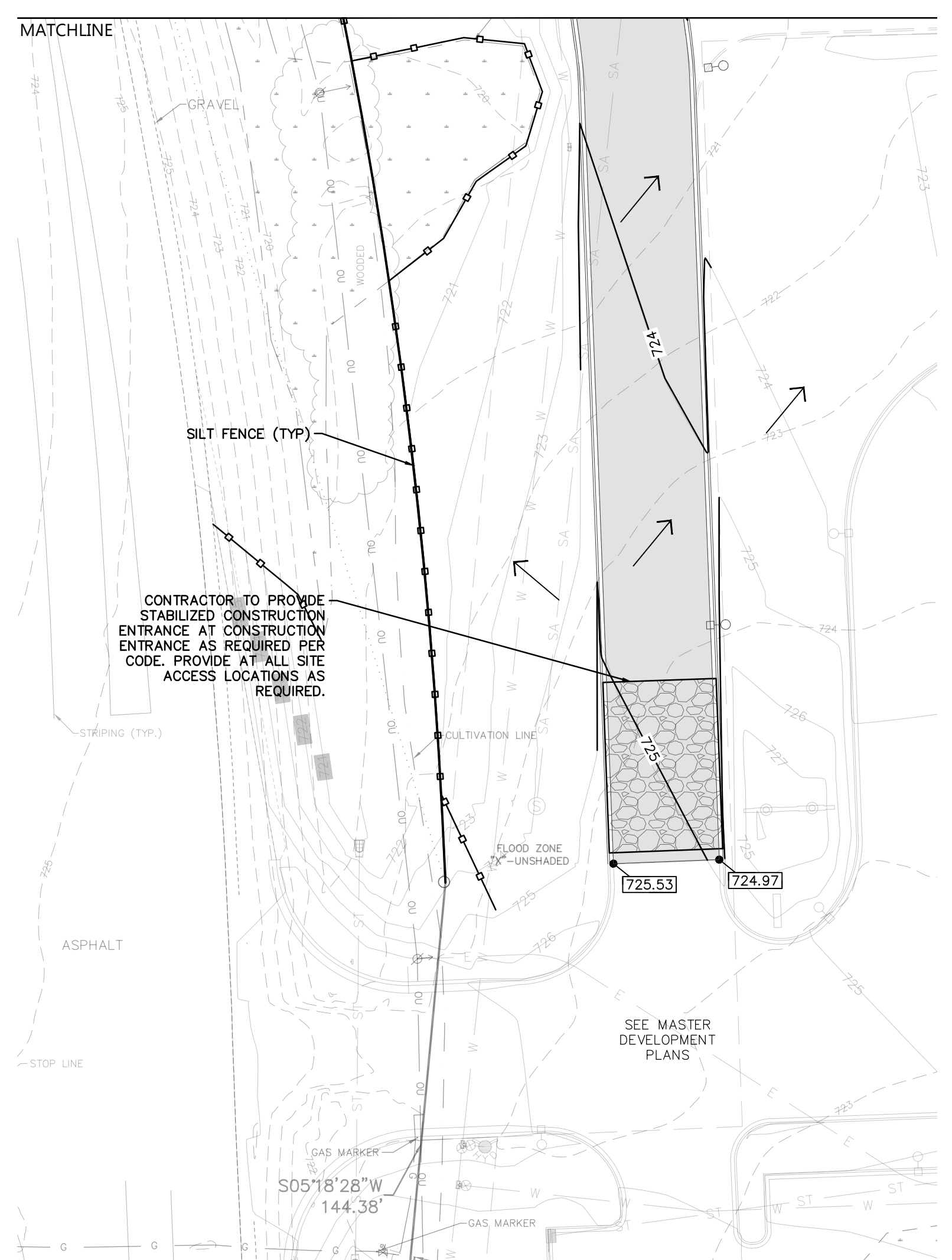
**STABILIZED CONSTRUCTION ENTRANCE NOTE:**  
 CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

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

**EXCEL**  
 Always a Better Plan  
 100 Camelot Drive  
 Fond du Lac, WI 54935  
 920-926-9800  
 excelengineer.com

**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:  
**SOMERS HOTEL**  
 SOMERS • WI, 53171



PROFESSIONAL SEAL

**SHEET DATES**  
 SHEET ISSUE NOV. 11, 2024

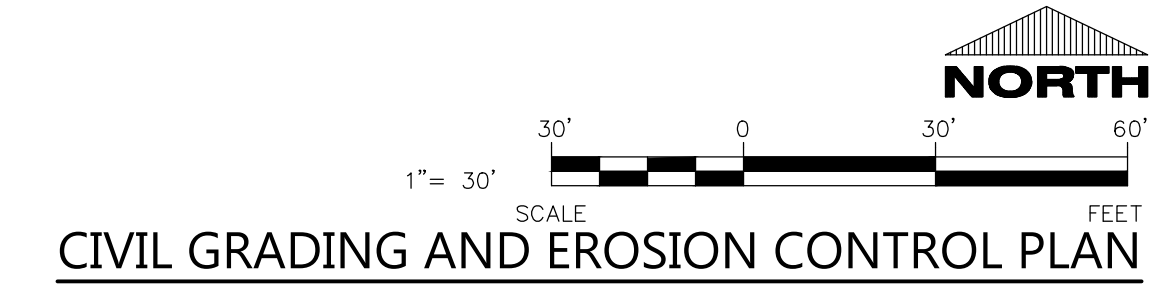
**REVISIONS**

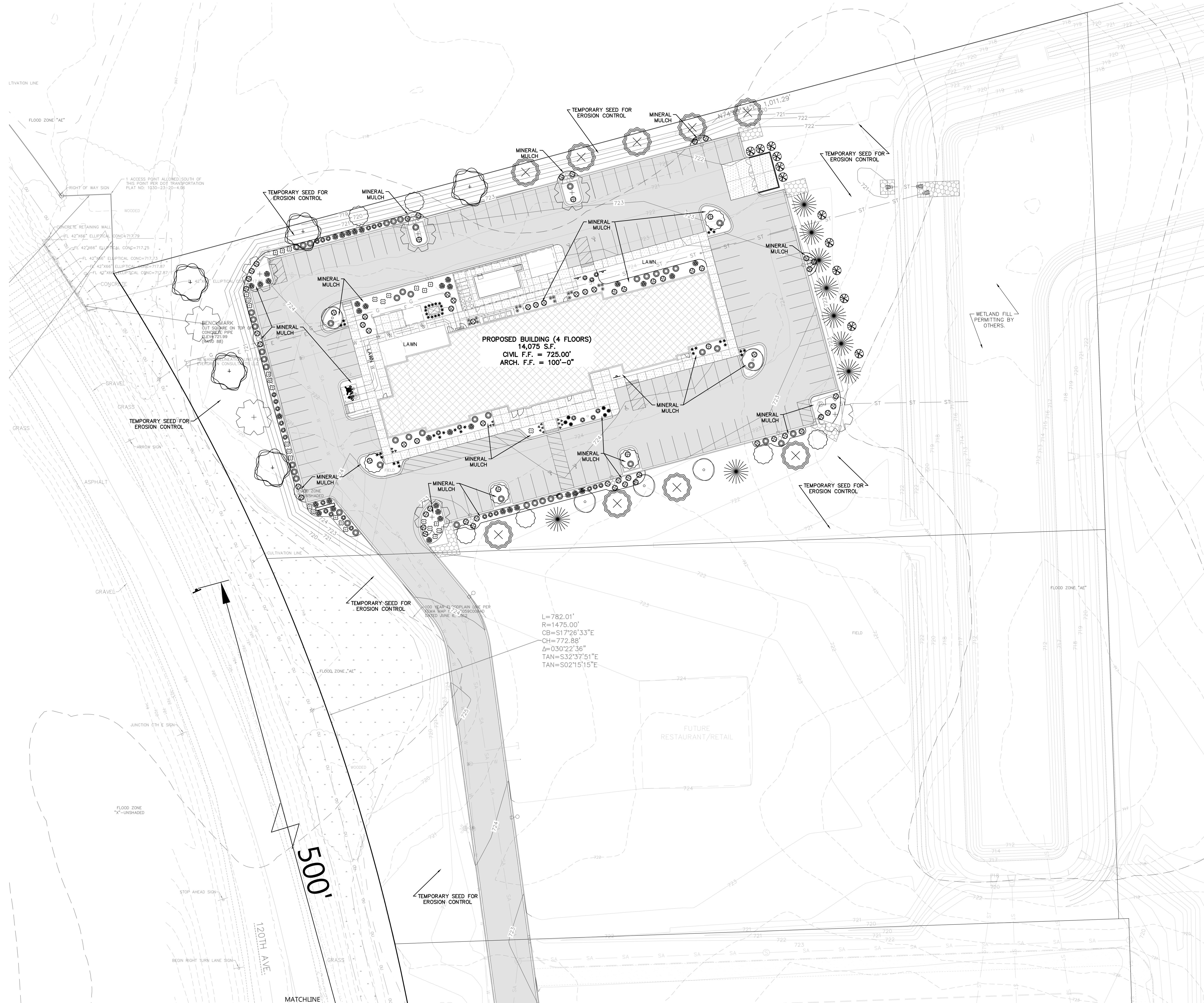
NO.	DESCRIPTION

**JOB NUMBER**  
 230477100

**SHEET NUMBER**

**C1.2**



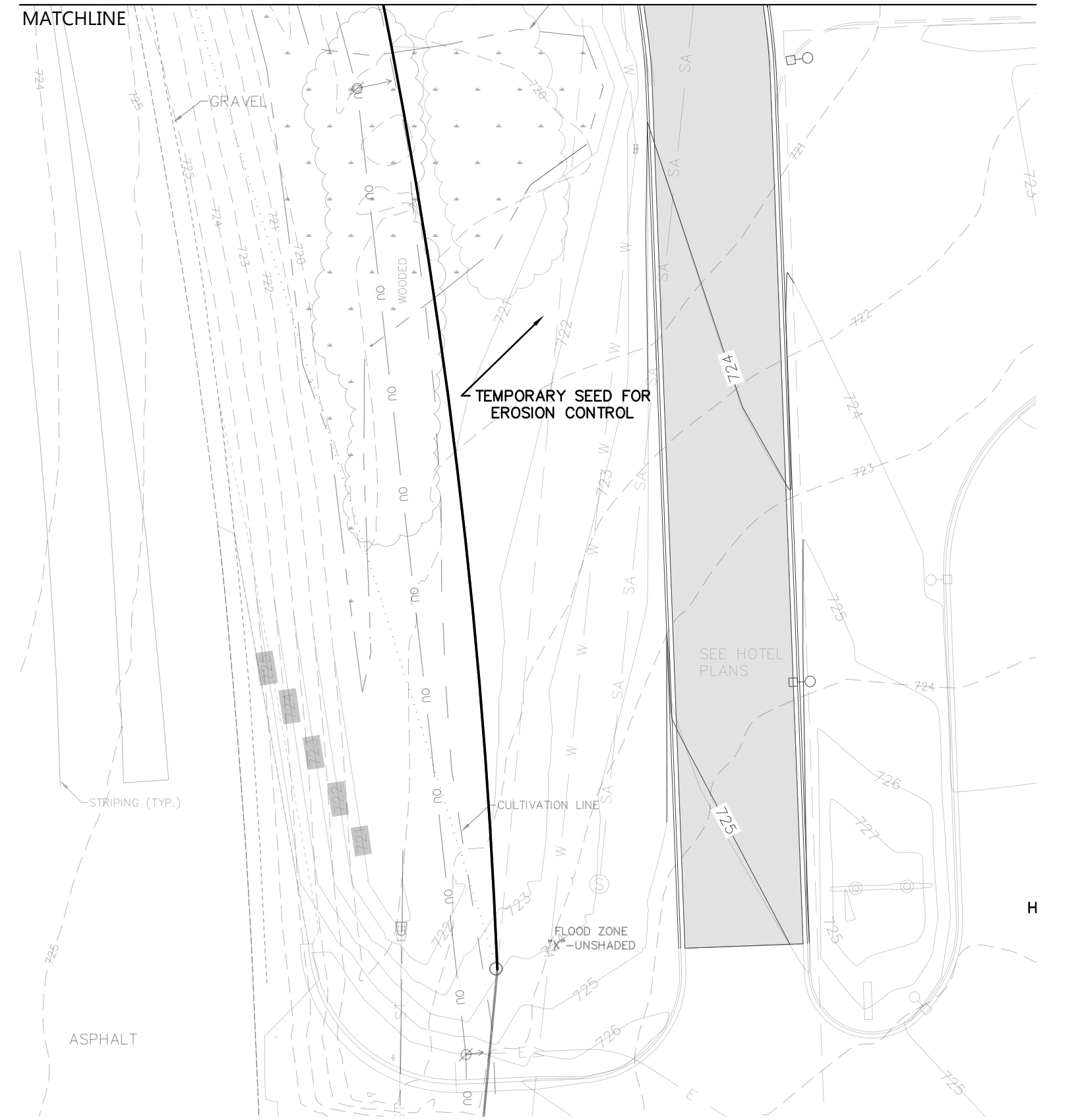


**VERTICAL DATUM CONVERSION**  
 1. SURVEY OF THE PROPOSED PROJECT WAS COMPLETED ON NAVD88  
 2. NGVD29 = NAVD88 + 0.17 FT

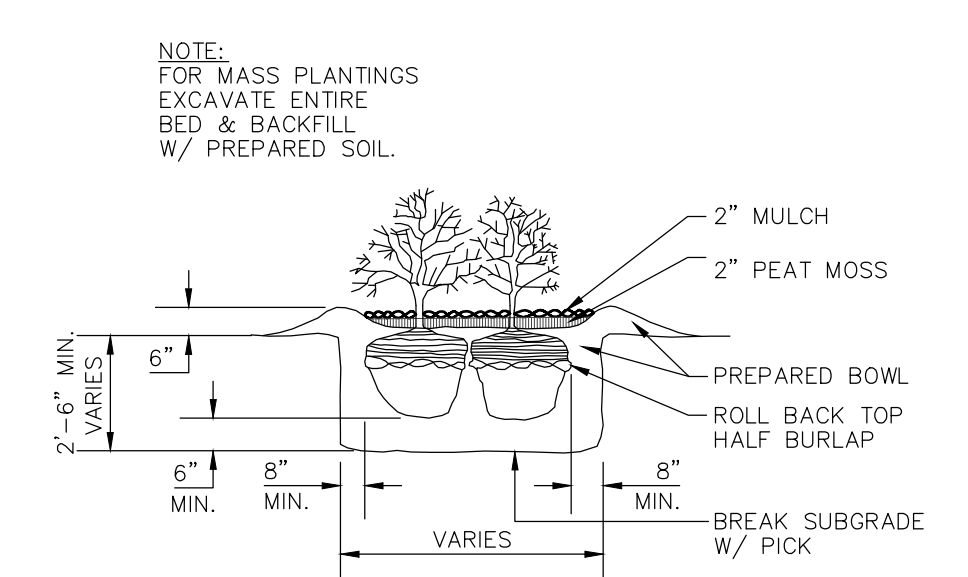
**SPECIFICATION NOTE:**  
 SEE SHEET CO.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

LANDSCAPING NOTES				
SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	QUANTITY
DECIDUOUS TREES				
⊙	Aurum Blaze Maple	Acer x freemanii 'Jeffersred'	2"	5
⊙	Greenspire Linden	Tilia cordata	2"	7
⊙	Flowering Crabapple (Spring Snow)	Malus x hybrid (Spring Snow)	2"	10
⊙	Japanese Tree Lilac	Syringa reticulata	5" tall	5
EVERGREEN TREES				
⊙	Black Hills Spruce	Picea glauca	6"	9
⊙	Austrian Pine	Pinus nigra	4"	9
DECIDUOUS SHRUBS				
⊙	Weigela Carnival	Weigela Florida 'cortalor'	24"	37
⊙	Goldmound Spirea	Spiraea x bumalda 'Goldmound'	24"	29
⊙	Shrub Roses	Explorer series 'Alex Mackenzie'	1 gal pot	32
⊙	Sunrise Forsythia	Forsythia 'Sunrise'	18"-24"	50
EVERGREEN SHRUBS				
⊙	Techny Arborvitae	Thuja occidentalis	48"	12
⊙	Wintergreen Boxwood	Buxus microphylla var. 'Wintergreen'	42"-48"	70
PERENNIALS				
⊙	Karl Foerster Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 gal pot	41
⊙	Daylilies 'Stella de Oro'	Hemerocallis 'Stella de Oro'	1 gal pot	18
⊙	Oriental Lily - Friso	Lilium	1 gal pot	6
⊙	Creeping Broadleaf Sedge	Carex siderosticha	1 gal pot	16

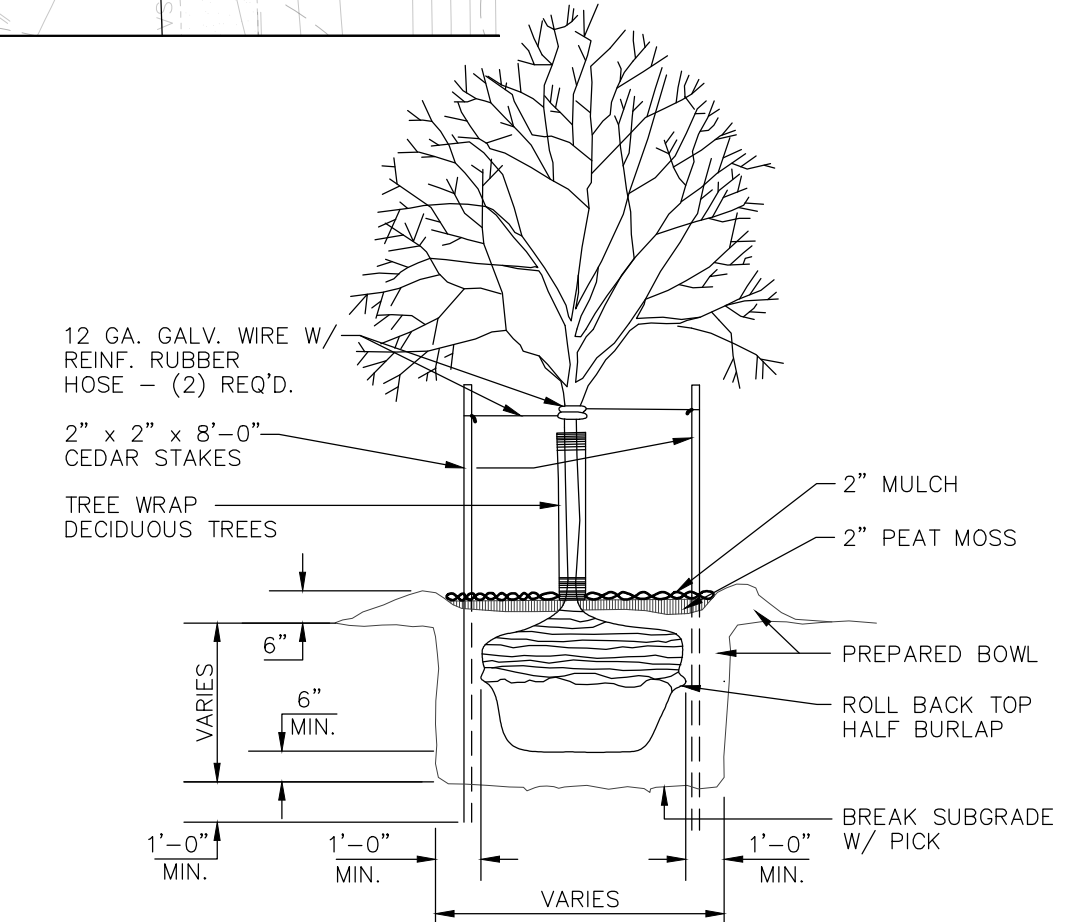
LANDSCAPING CALCULATIONS		
ZONE	REQ. PLANTS	PLANTS PROVIDED
OPEN YARD AREA	1 DECIDUOUS/EVERGREEN TREE PER 1,000 SF 2 ORNAMENTAL TREES OR 2 SHRUBS+1 TREE 40,000 SF/1,000 SF = 40 TREES	12 EVERGREEN TREES PROVIDED 4 DECIDUOUS TREES PROVIDED 4 EVERGREEN SHRUBS PROVIDED 62 DECIDUOUS SHRUBS PROVIDED
BUILDING FOUNDATION	1 ORNAMENTAL TREE OR 2 SHRUBS PER 20' 643'/20' = 33 TREES OR 66 SHRUBS	27 EVERGREEN SHRUBS PROVIDED 39 DECIDUOUS SHRUBS PROVIDED 79 PERENNIALS PROVIDED
STREET FRONTAGE (WEST)	1 EVERGREEN/DECIDUOUS TREE PER 50' 2 ORNAMENTAL TREES OR 2 SHRUBS+1 TREE 226'/50' = 5 EVERGREEN/DECIDUOUS TREES	5 DECIDUOUS TREES
PARKING LOT	1 EVERGREEN/DECIDUOUS TREE PER 25' 2 ORNAMENTAL TREES OR 4 SHRUBS+1 TREE 828'/25' = 34 EVERGREEN/DECIDUOUS TREES	10 DECIDUOUS TREES PROVIDED 6 EVERGREEN TREES PROVIDED 43 EVERGREEN SHRUBS PROVIDED 29 DECIDUOUS SHRUBS PROVIDED
PARKING LOT (INTERIOR)	EVERY INTERNAL LANDSCAPE ISLAND SHALL CONTAIN AT LEAST ONE DECIDUOUS OR EVERGREEN TREE	PROVIDED



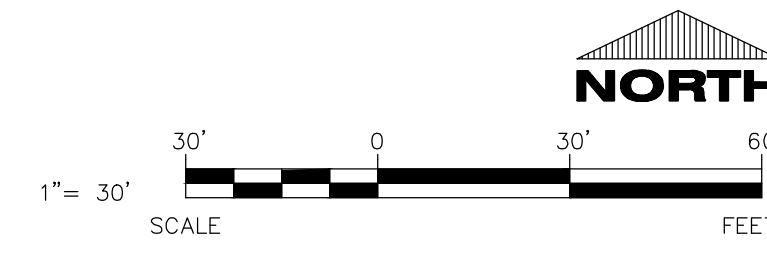
**IRRIGATION NOTE:**  
 CONTRACTOR TO COORDINATE WITH IRRIGATION DESIGNER. SEE SHEET CO.1 FOR SPECIFICATIONS AND REQUIREMENTS.



**SHRUB PLANTING DETAIL**  
 NO SCALE



**TREE PLANTING DETAIL**  
 NO SCALE



CIVIL LANDSCAPE AND RESTORATION PLAN

**EXCEL**  
 Always a Better Plan  
 100 Camelot Drive  
 Fond du Lac, WI 54935  
 920-926-9800  
 excelengineer.com

**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:  
**SOMERS HOTEL**  
 SOMERS • WI, 53171

PROFESSIONAL SEAL

**SHEET DATES**

SHEET ISSUE NOV. 11, 2024

**REVISIONS**

NO.	DESCRIPTION

**JOB NUMBER**

230477100

**SHEET NUMBER**

**C1.4**

**DECLARATION OF STORMWATER  
FACILITY MAINTENANCE**

Document Number

Document Title

THIS DECLARATION OF STORMWATER FACILITY MAINTENANCE (this "Declaration") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Good Company US, LLC, a Wisconsin limited liability company ("Declarant").

WHEREAS, Declarant owns all of the land (the "Property"), as more particularly depicted on the attached Exhibit "A" (Legal Description); and

WHEREAS, Declarant has entered into a Developer's Agreement dated as of \_\_\_\_\_, 20\_\_, by and between the Village of Somers, Kenosha County, Wisconsin ("Village") and Declarant (the "Development Agreement") for the \_\_\_\_\_ (the "Development") recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. \_\_\_\_\_, pursuant to which Declarant has agreed to record a stormwater detention facility maintenance agreement for the benefit of the Development; and

WHEREAS, certain stormwater detention and retention facilities and outlet structures for the Development shall be constructed on the Property as described in the Development Agreement at Article I.E. therein (the "Facilities").

NOW, THEREFORE, Declarant does hereby declare as follows:

1. **Incorporation of Recitals**. The foregoing recitals are incorporated and made a part hereof as if set forth herein.
2. **Maintenance of the Facilities**. All of the Facilities shall be maintained in accordance with this Declaration.
3. **Easements**. All easements over, through and around the Property for purposes of carrying out the responsibilities and obligations set forth in this Declaration shall be established by and are specifically set forth in the recorded CSM of the Development.
4. **Access to Property by Village**. Declarant hereby authorizes the Village to access the Property for purposes of conducting inspections of the Facilities as necessary to ascertain that the Facilities are maintained in accordance with this Declaration and the Development Agreement.

Recording Area

Name and Return Address

Davison Law Office, Ltd.  
1207 55th Street  
Kenosha, WI 53140

82-4-222-073-0314

Parcel Identification Number (PIN)

5. **Pavement Maintenance.**

- (a) **Annual Maintenance.** Once per year, Developer shall inspect and repair or replace all loose asphalt on the Property and fill any potholes existing on the Property.

6. **Storm Sewers and Catch Basins.**

- (a) **Annual Maintenance.** Each May, Developer shall remove all oil, sediment and debris from each catch basin, inspect each catch to ensure proper function and Developer shall make any repairs necessary to ensure proper functioning of each catch basin.

7. **Wet Detention Basins.**

- (a) **Annual Inspection.** Each May, Developer shall:
- (1) Review the *Wet Detention Basin Detail*, as approved by the Village of Somers and with detail on file at the office of the Village Building Inspector to ensure general conformance. Developer shall make any repairs necessary to ensure general conformance with the Wet Detention Basin Detail.
  - (2) Check Wet Detention Basins by soundings or, if necessary, by draining basin and conduct soil probes to determine the depth of sediment stratification. Conduct at least three (3) soundings/probes: A) adjacent to the outflow structure, B) to the furthest extent away from the outflow structure, and C) in the middle of the basin. Developer shall conduct additional soundings/probes as may be necessary to define extent of sedimentation. Probes must be conducted using common hand soil sampling equipment such as; spade, hand probe, hand auger, bucket auger, or Oakfield probe.
  - (3) Plant and seed to ensure proper vegetative cover within the detention basin. Developer shall ensure that seeding is maintained by an individual qualified and trained to conduct such activities.
- (b) **Maintenance.** When any of the soil probes indicate sediment stratification in excess of eighteen (18) inches in depth, or every five (5) years, whichever occurs first, Developer shall drain the basin and remove sediment. The basin must be re-established to its original design.

8. **Wet Detention Outflow Structure.**

- (a) Annually, after a minimum of three (3) large storm events exceeding one and one-half (1.5) inches of rainfall, the Developer shall inspect the outflow structures to insure their proper function in accordance with the *Outflow Structure Detail*, as detailed in the approved plans on file in the office of the Village Building Inspector. Developer shall make such repairs as necessary.

9. **Mowing & Trimming.**

- (a) **Height of Cut.** Developer shall mow all turf grass to a height of two (2) to three and one-half (3.5) inches. The height of cut within this range will be determined by the time of year, and by prevailing weather conditions. The cutting height will be shortest during cool, rainy periods in spring and fall, and longest during warm, dry periods in summer.
- (b) **Frequency.** Between the last week of April and October 31<sup>st</sup> of each year, Developer shall mow all turf grass at least twenty-eight (28) times provided that such mowing is warranted. This mowing will normally be done on a seven (7) day rotation.
- (c) **Grass Clippings.** When possible and practical, Developer shall leave all grass clippings in place, and allow to filter down to the soil surface.
- (d) **Grass Trimming and Edging.** Each time Developer shall mow the turf grass, Developer shall also trim the turf grass at the base of the structures and fixtures located on the Property. Additionally, Developer shall, not less than once per year, trim the edges of walks and curbs located on the Property such that crisp, straight lines are maintained along all edged surfaces.

10. **Weed Control.** Developer shall treat all primary grass areas with a pre-emergent herbicide in early spring. To the extent possible, Developer will apply such herbicide just prior to weed seed germination, as determined by soil temperature, growing degree-days. If required, Developer shall apply post-emergent herbicide from late spring through early summer on annual weeds.

11. **Trees, Shrubs, Groundcovers & Perennials.**

- (a) **Pruning.** Developer shall prune all trees and shrubs on the site at least once per year. Developer shall ensure that all pruning is conducted by trained personnel using professional-grade hand pruning tools, in accordance with those pruning recommendations advocated and promoted by professional landscape maintenance-related organizations. Developer shall concentrate on pruning the following types of branches:

- Dead branches.
  - Broken branches.
  - Stubs from broken or previously miss-pruned branches.
  - Suckers (on those trees that grown them, including flowering crabs).
  - Watersprouts (on those trees that grow them, including flowering crabs and lindens).
  - The inferior of two (2) or more conflicting branches, especially when they are rubbing.
  - Multiple leaders (on those trees that are prone to growing them, including maples and ash).
  - Weak branches, especially those inside the plant's crown.
  - Prominent branches growing toward the inside of the plant's crown.
  - Certain insect-infested or disease-infected branches (such as tent caterpillar).
  - Hazard branches, such as those blocking road signs or hanging over walks at eye level.
  - Nuisance branches, such as those rubbing against buildings and signs.
  - Branches growing well beyond the outline of the plant's crown.
- (b) **Fertilization**. If necessary, Developer shall fertilize all trees, shrubs, groundcovers and perennials once per year, either in early to mid-spring, or in late fall.
- (c) **Weed Control**. Developer shall ensure that all tree circles, and all shrub, groundcover and perennial beds, will be kept weed-free at all times. Developer shall remove weeds by hand-pulling, cultivation, or through the careful application of a glyphosate-containing herbicide, such as Roundup or equivalent.
- (d) **Mulch Maintenance**.
- (1) Developer shall ensure that shredded bark in all tree circles and planting beds is kept neat and attractive. Developer shall take care to keep mulch one (1) inch or less at the base of tree trunks and shrub stems. If weed barrier fabric is present beneath the shredded bark mulch, areas of underlying weed barrier fabric that become visible as the mulch shifts will be covered up using the existing mulch.
  - (2) In the early to mid spring, all mulched areas will be top dressed with one (1) inch of mixed hardwood mulch.
  - (3) All stone mulch areas will be kept free of litter and weeds. If weed barrier fabric is present beneath the stone mulch, areas of

underlying weed barrier fabric that become visible as the stone shifts will be covered up, using the existing stone.

12. **Corrective Action.**

- (a) The Developer shall repair and attend to any maintenance problems which require correction. The corrective actions shall be taken within thirty (30) days of Developer's receipt of Notice of the problem; provided, however, Developer may upon written notice to the Village seek a longer period of time for compliance for good cause. The Village may approve such extension, such approval not to be unreasonably withheld or conditioned.
- (b) The Village, at its discretion, may perform corrective actions if the Developer does not make the required action within the specified time period. In order to enforce this provision, the Village, pursuant to §66.0703, Wis. Stats., may enter the amount due on the tax rolls for the Property or portion thereof benefitted by such action by the Village and collect the amount(s) due as a special charge against all of the Property or portion thereof benefitted.

13. **Miscellaneous.**

- (a) **Spring Cleanup.** As early as possible in each Spring, Developer shall clean all landscaped areas of the Property in order to remove all plant debris and litter.
- (b) **Fall Cleanup.** Each Fall, whenever frost begins to kill some or all of the annual flowers on the property or when significant amounts of fallen leaves begin to accumulate in lawn areas or planting beds on the Property, Developer shall clean all landscaped areas of the Property in order to remove all plant debris and litter.

14. **Disposal.** Sediment, oil, garbage and debris collected from the Property shall be disposed of in accordance with all federal, state and local laws and regulations.

15. **Maintenance Report.** Developer shall provide to Village an annual written report of all maintenance conducted on the Property.

16. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

17. **Entire Declaration; Amendment.** This Declaration constitutes the entire declaration and once executed and recorded shall not be modified or altered in any respect except by a writing executed by the Declarant and all subsequent owners of the Property.



**Exhibit "A"**  
**Legal Description**

Lot 4 of Certified Survey Map No. 3093, recorded in the Kenosha County Register of Deeds Office as Document No. 1966319, being part of the Northeast 1/4 and southeast 1/4 of the Southwest 1/4 of Section 7, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin.

**IRREVOCABLE LETTER OF CREDIT  
NUMBER \_\_\_\_\_**

Issue Date:

Beneficiary: Village of Somers, Kenosha County, Wisconsin

Amount: \$ \_\_\_\_\_

Expiration Date: \_\_\_\_\_, 20 \_\_\_\_

Gentlemen:

\_\_\_\_\_ (“Bank”) hereby establishes, at the request of and for the account of \_\_\_\_\_, in favor of the Village of Somers, Wisconsin (“Beneficiary”), our Irrevocable Letter of Credit Number \_\_\_\_\_ for the sum or sums not exceeding \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars (the “Credit Amount”) available \_\_\_\_\_, 20\_\_\_\_, and expiring on \_\_\_\_\_, 20\_\_\_\_ (the “Expiration Date”). The Credit Amount is available to Beneficiary against presentation of Beneficiary’s draft(s) at sight drawn on Bank at \_\_\_\_\_.  
Bank Address

Each request drawn under this Letter of Credit must be accompanied by:

- (i) an original executed Sight Draft, in the form attached hereto as Annex A (the “Sight Draft”);
- (ii) an original executed certification, in the form of a letter, on Beneficiary’s letterhead, in the form attached hereto as Annex B (the “Certification”); and
- (iii) this original Letter of Credit, so that the amount of any partial draw upon this Letter of Credit can be marked or reflected thereon, prior to being returned to the Beneficiary, or so that this Letter of Credit can be retained and canceled if the entire balance or remaining balance or the Credit Amount is drawn hereunder.

This Letter of Credit shall expire on the earlier to occur of:

- (i) the Expiration Date;
- (ii) the date on which Beneficiary surrenders this Letter of Credit to Bank for cancellation; or
- (iii) payment at any time by Bank of the entire balance or the remaining balance of the Credit Amount. If the Expiration Date of this Letter of Credit is not a business day (as defined below), then this Letter of Credit shall expire at Bank’s close of business on the first business day (as defined below) thereafter. Beneficiary shall promptly deliver this Letter of Credit to Bank upon expiry.

We hereby engage with the Beneficiary that all drafts drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored by us upon presentation to Bank of the applicable Sight Draft, the Certification and the Letter of Credit as specified above at the aforesaid address during Bank's business hours and any day on which Bank is open for business (a "business day") through the Expiration Date.

The Credit Amount of this Letter of Credit shall be automatically reduced by the amount of any previous payments by Bank hereunder, regardless of whether any such payment is marked or reflected on this Letter of Credit.

The Bank hereby undertakes and engages that all demands made in conformity with this Letter of Credit will be duly honored upon presentation. If, within three (3) days after the date of any demand for payment (which shall be made in conformity with this Letter of Credit) is presented, the Bank fails to honor the same, the Bank agrees to pay all attorneys fees, court costs and other expenses incurred by Village in enforcing the terms of this Letter of Credit.

This Letter of Credit is irrevocable and unconditional. This Letter of Credit sets forth in full the terms of bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by references to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

This Letter of Credit is not transferrable or assignable, except with the prior written consent of Bank. Please address all correspondences regarding this Letter of Credit to the attention of \_\_\_\_\_, mentioning our reference number as it appears above.

Sincerely,

\_\_\_\_\_ BANK

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

**ANNEX A**

(TO \_\_\_\_\_ BANK)  
Letter of Credit No. \_\_\_\_\_

**SIGHT DRAFT**

**DRAWN UNDER \_\_\_\_\_ BANK IRREVOCABLE LETTER OF  
CREDIT NO. \_\_\_\_\_**

**Amount:** \_\_\_\_\_

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

At sight pay to the order of **THE VILLAGE OF SOMERS, WISCONSIN:**

**Amount:** \_\_\_\_\_

\_\_\_\_\_  
(Beneficiary)

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

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

To: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ANNEX B**

(To \_\_\_\_\_ Bank)  
Letter of Credit No. \_\_\_\_\_

\_\_\_\_\_  
Bank Address  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Gentlemen:

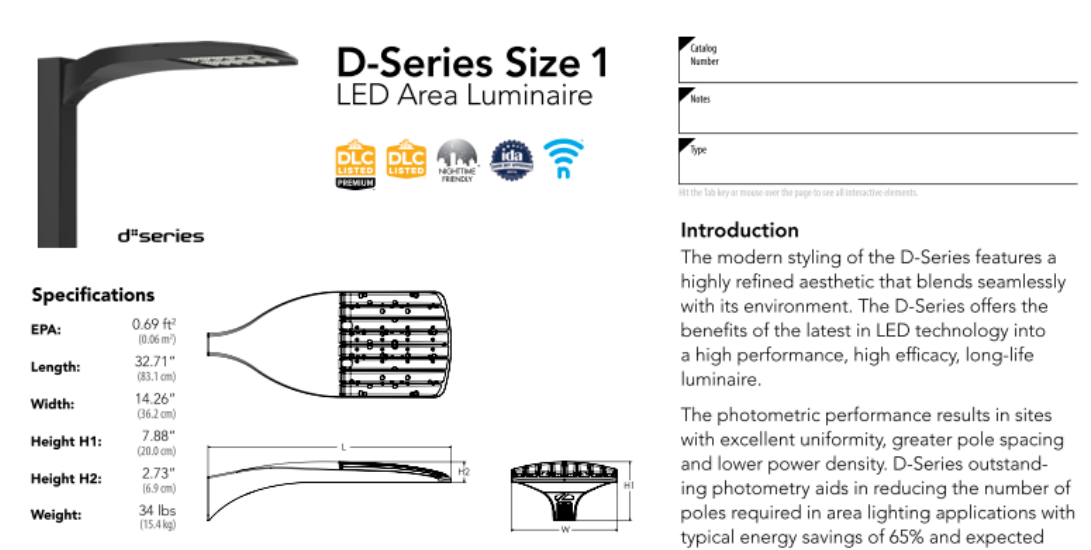
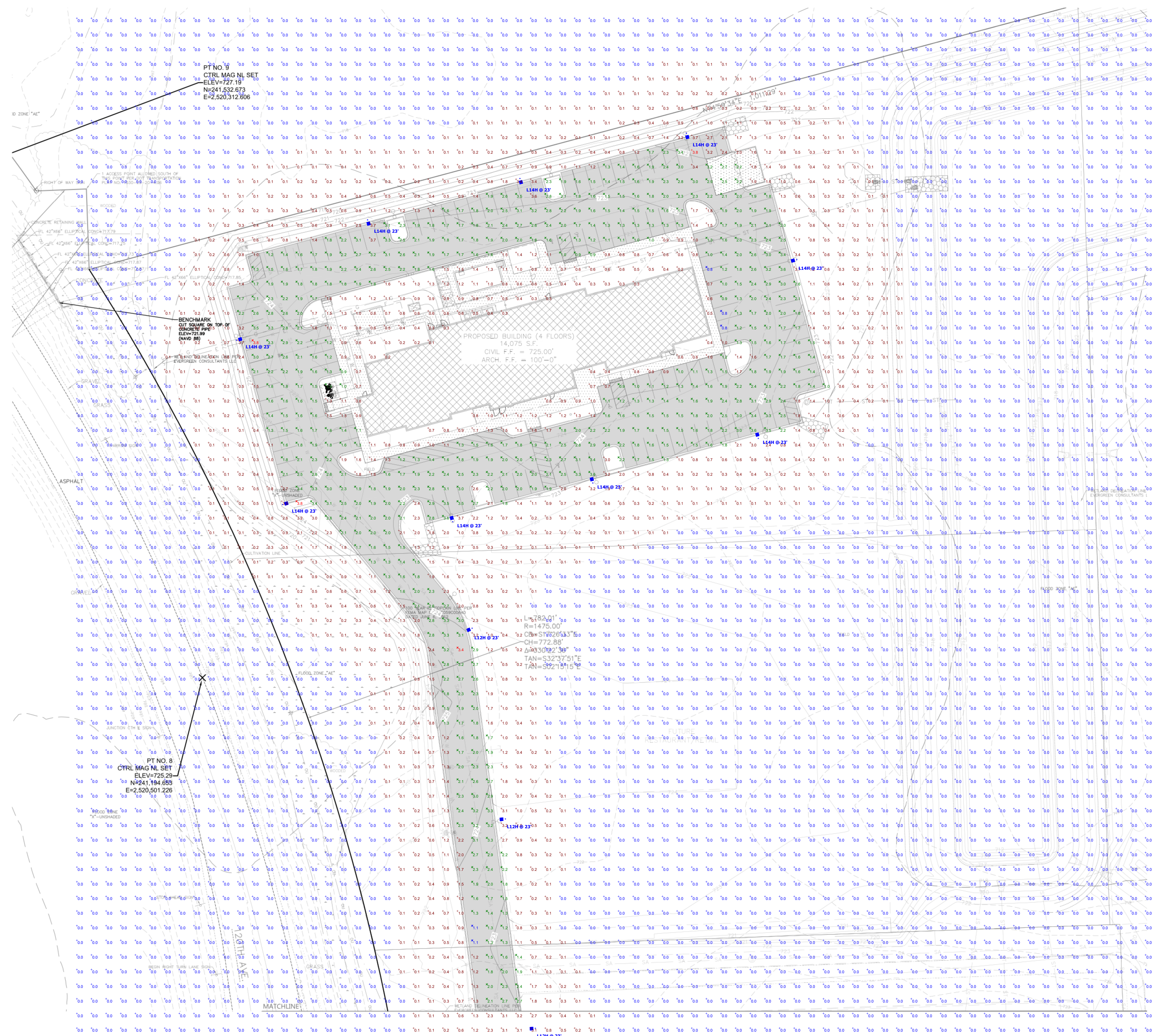
The undersigned holds the office and position set forth below and is authorized to make the certification herein provided on behalf of THE VILLAGE OF SOMERS, WISCONSIN (“Beneficiary”). Beneficiary hereby certifies to \_\_\_\_\_ Bank (the “Bank”) as follows:

That the amount of the accompanying sight draft is due and payable to THE VILLAGE OF SOMERS, WISCONSIN.

\_\_\_\_\_  
(Beneficiary)

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

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



**Specifications**

Length: 12.00" (305 mm)  
 Width: 12.00" (305 mm)  
 Height: 2.25" (57 mm)  
 Weight: 1.50 lbs (0.68 kg)

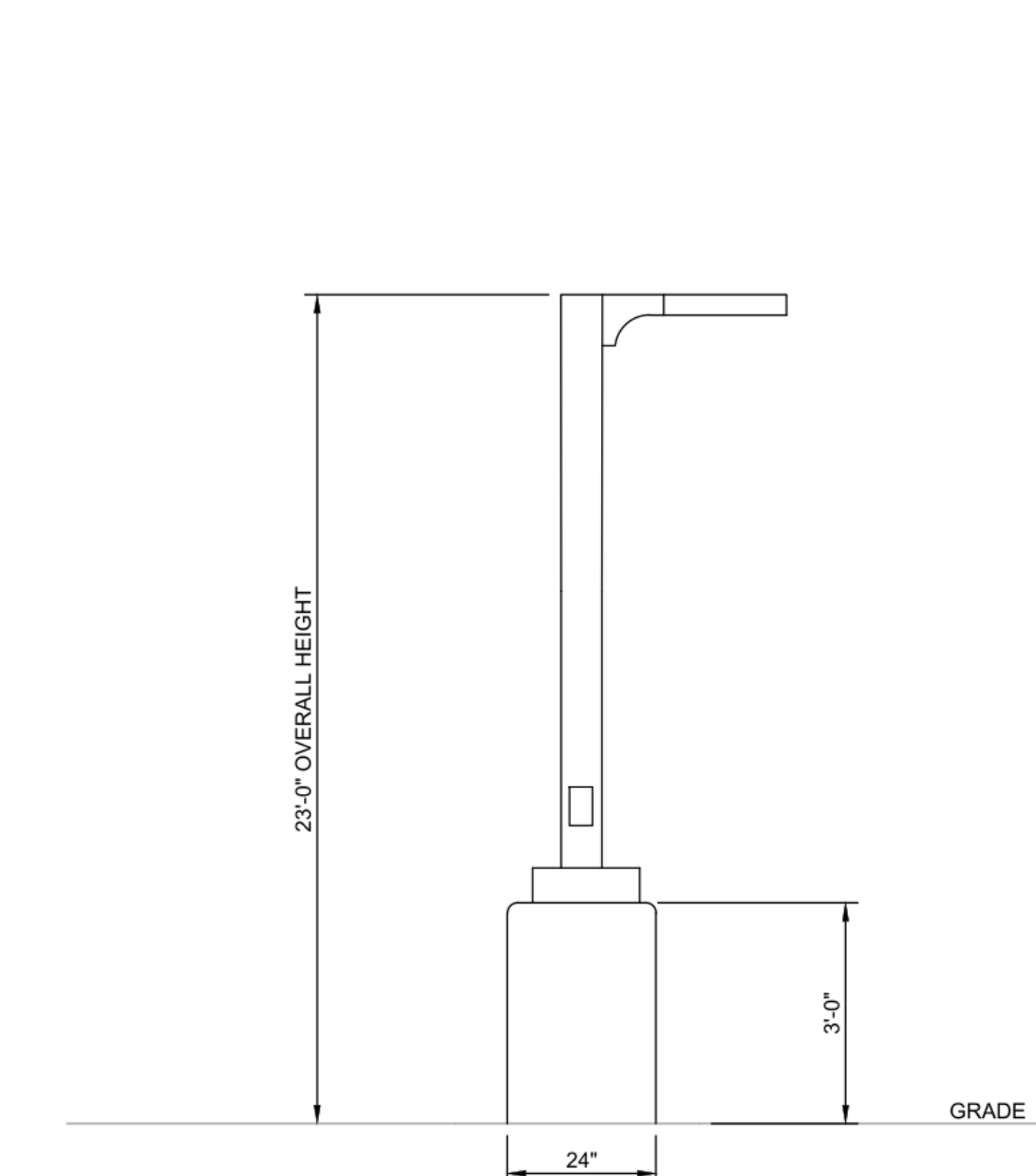
**Ordering Information**

EXAMPLE: DSX1 LED P7 40K 700R 12M MVOLT SPA INWARD PIRIN D0BX0

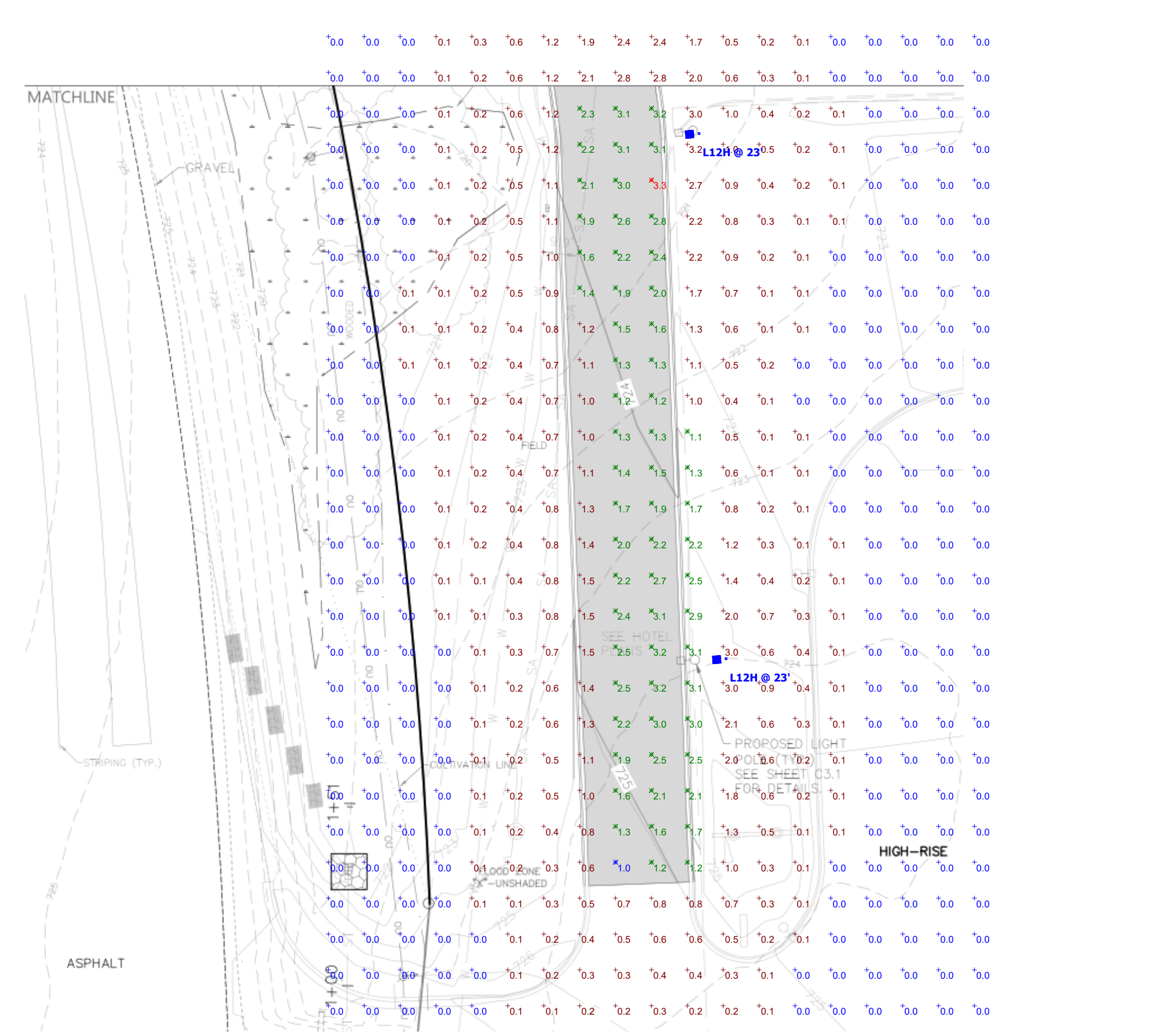
Code	Label	Color Temperature	Beam Spread	Mounting	Finish	Rating
DSX1	DSX1 LED P7 40K 700R 12M MVOLT SPA INWARD PIRIN D0BX0	4000K	70°	12M	SPR	IP65

**Photometric Performance**

Parameter	Value
Beam Spread	70°
Mounting Height	12.00'
Beam Spread at Mounting Height	10.00'
Beam Spread at 23.00' Height	22.00'
Beam Spread at 46.00' Height	44.00'



**LIGHT POLE DETAIL**  
NO SCALE

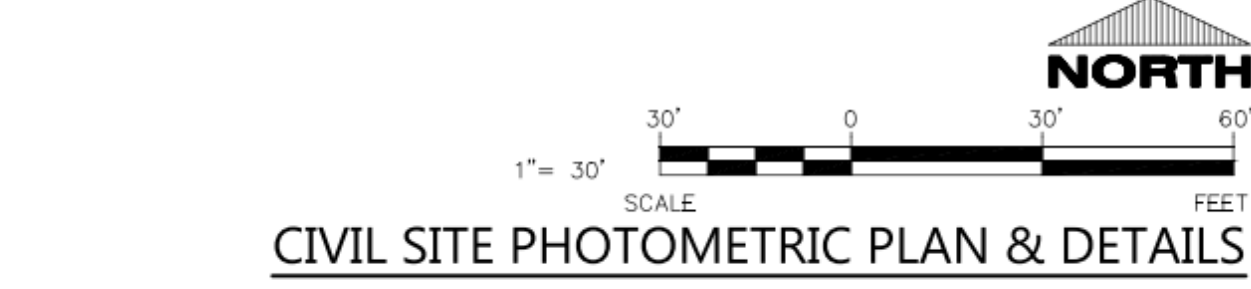


**Schedule**

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
□	L14H	9	Lithonia Lighting	DSX1 LED P6 40K 80CRI T4M HS	D-Series Size 1 Area Luminaire P6 Performance Package 4000K CCT 80 CRI Type 4 Medium HouseSide Shield	1	16453	1	165,249W
□	L12H	5	Lithonia Lighting	DSX1 LED P6 40K 80CRI T2M HS	D-Series Size 1 Area Luminaire P6 Performance Package 4000K CCT 80 CRI Type 2 Medium HouseSide Shield	1	16164	1	165,249W

**Statistics**

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	0.5 FC	3.3 FC	0.0 FC	N/A	N/A
DRIVE	+	2.2 FC	3.4 FC	1.1 FC	3.1:1	2.0:1
DRIVE CONT.	+	2.1 FC	3.3 FC	1.0 FC	3.3:1	2.1:1
PARKING LOT	+	2.0 FC	3.8 FC	0.8 FC	4.8:1	2.5:1
Calc Zone #1	+	0.4 FC	3.8 FC	0.0 FC	N/A	N/A



**CIVIL SITE PHOTOMETRIC PLAN & DETAILS**



**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:  
**SOMERS HOTEL**  
 SOMERS • WI, 53171

PROFESSIONAL SEAL

**SHEET DATES**

SHEET ISSUE: NOV. 11, 2024

**REVISIONS**

NO.	DESCRIPTION

**JOB NUMBER**  
230477100

**SHEET NUMBER**  
**C3.1**



DUAL BRAND PROTOTYPE  
 DESIGN GUIDELINE DRAWINGS  
 June 21, 2021

IHG®

HOTELS & RESORTS

THREE RAVINIA DRIVE  
 SUITE 100  
 ATLANTA, GA 30346

PROTOTYPE SET  
 NOT FOR CONSTRUCTION



AN IHG® HOTEL



CANDLEWOOD  
 SUITES

AN IHG® HOTEL

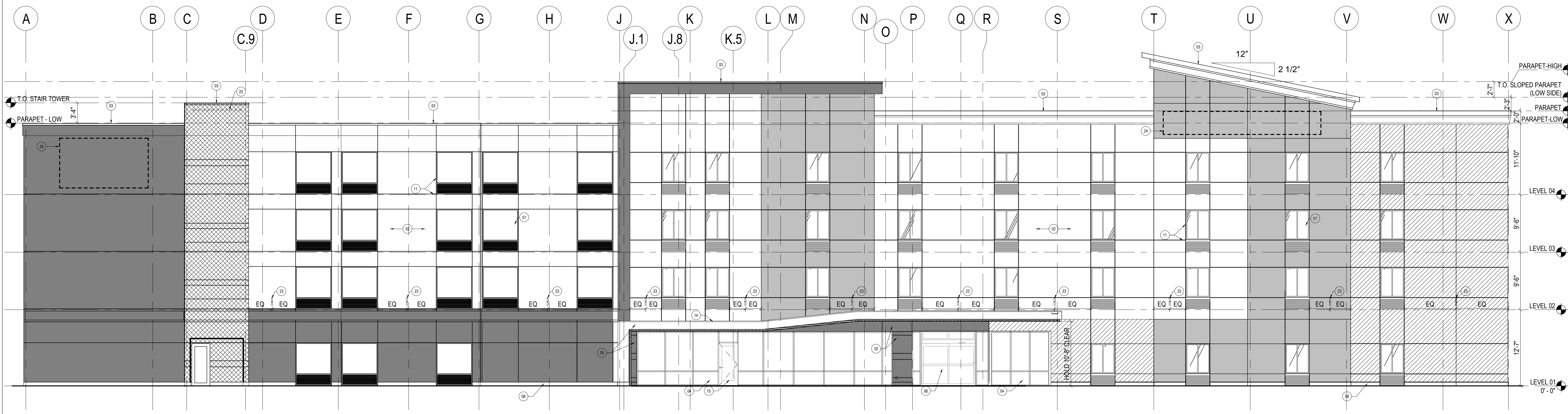
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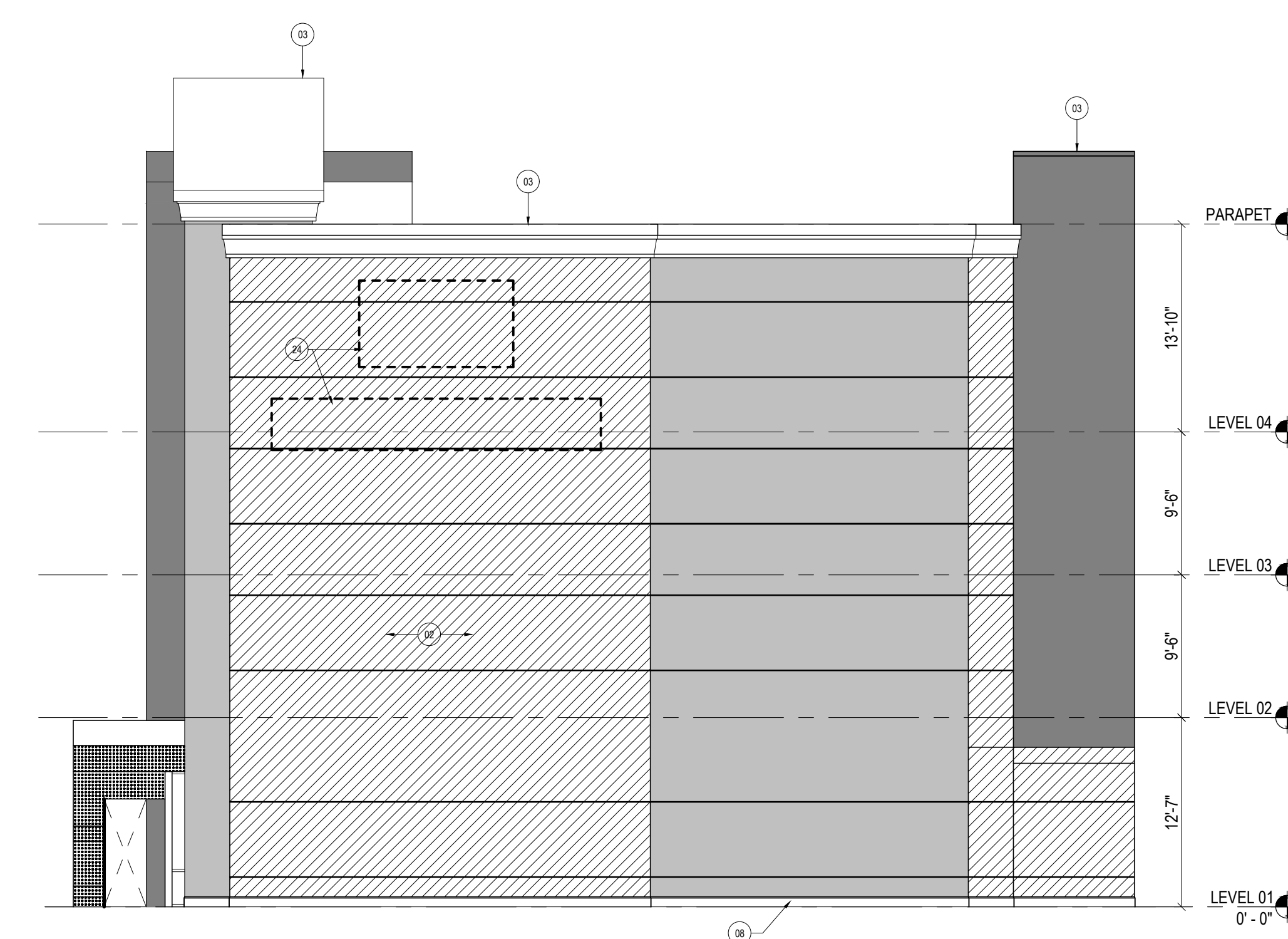
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**SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

**02**



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

**01**

**SHEET NOTES**

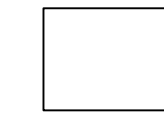


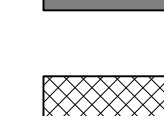
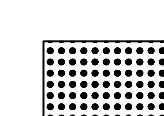

- 01 INTEGRATED EXTERIOR WINDOW AND PTAC LOUVER
- 02 EXTERIOR CLADDING WITH WATERPROOFING SYSTEM
- 03 METAL COPING - COLOR TO MATCH ADJACENT WALL FINISH
- 04 EXTERIOR STOREFRONT WINDOWS
- 05 EXTERIOR CLADDING SYSTEM BENEATH CANOPY AND ADJACENT WING WALLS
- 06 SINGLE SLIDING GLASS DOOR
- 07 ELEVATOR OVERRUN BEYOND STOREFRONT DOOR
- 08 8" CAST STONE BASE
- 09 EXTERIOR ALUMINUM WINDOW, TYP.
- 10 PAINT DOOR AND FRAME TO MATCH ADJACENT FINISH
- 11 3/4" CONTROL JOINT
- 12 3/4" REVEAL (TYP.)
- 14 ENTRANCE CANOPY WITH TPO ROOF
- 15 STOREFRONT DOOR
- 17 3'-0"x3'-0" HOT WATER TANK INTAKE EXHAUST
- 18 LAUNDRY EXHAUST, COORDINATE WITH MANUFACTURER FOR LOUVER SIZES AND LOCATIONS - ALIGN EDGES OF LOUVER WITH WINDOW ABOVE IF FEASIBLE
- 20 PREFABRICATED CANOPY
- 21 SCUPPER, PAINTED TO MATCH ADJACENT WALL FINISH
- 23 EXTERIOR LIGHT FIXTURE, REF. ELECT. AND LIGHTING DWGS.
- 24 LOCATION FOR BUILDING SIGNAGE, PROVIDE ELECTRICAL SERVICE TO LOCATIONS WHERE SIGNAGE TO BE INSTALLED. REFER TO IHG SIGNAGE GUIDELINES FOR MORE INFORMATION.

**GENERAL NOTES**

- A. SEE IHG SUPPLEMENTAL EXTERIOR FINISHES DOCUMENT FOR INFORMATION ON MATERIALS, SYSTEMS, AND COLORS.
- B. TEMPERED GLAZING TO BE PROVIDED AS REQUIRED BY LOCAL BUILDING CODES.
- C. COORDINATE PLACEMENT OF ALL LOUVERS, VENTS, AND OTHER EXTERIOR ELEMENTS WITH LOCATIONS OF SCORE JOINTS (TYP.).
- D. ALL CONSTRUCTION IS INTENDED TO BE IN CONFORMANCE WITH FEDERAL & STATE LAWS, CURRENT LOCAL ORDINANCES & BUILDING CODES, AND ACCESSIBILITY CODES.
- E. AUTOMATIC FIRE SPRINKLER SYSTEM MUST BE REVIEWED AND APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- F. FIRE ALARM SYSTEM IS REQUIRED. SYSTEM MUST BE REVIEWED AND APPROVED BY THE FIRE DEPARTMENT.
- G. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH MANUFACTURER ON FIXTURES, EQUIPMENT SUPPLIED, PRIOR TO CONSTRUCTION.

**CONSULTANT DISCLAIMER**  
This is a Prototype design only. The drawings include plans, sections, elevations, typical construction details, diagrammatic layouts of the building systems and related information to convey the design intent for architectural, structural, mechanical, electrical, plumbing and technology systems. The design set forth with these documents may not be suitable for a particular site or certain local conditions. InterContinental Hotels Group and its retained consultants that prepared these documents are not responsible for adaptation of the design to a particular site, compliance of the design with applicable laws, regulations, ordinances and codes, or final design reviews required to prepare construction documents. The Franchisee and its retained architect and engineering consultants shall be exclusively responsible for all construction documents prepared for each hotel derived from this prototype documentation.

**MATERIAL LEGEND**

-  EXTERIOR CLADDING SYSTEM - B1
-  EXTERIOR CLADDING SYSTEM - B2
-  EXTERIOR CLADDING SYSTEM - B3
-  EXTERIOR CLADDING SYSTEM - EC-02
-  EXTERIOR CLADDING SYSTEM - EC-03
-  EXTERIOR CLADDING SYSTEM - EC-04

**NOT FOR CONSTRUCTION**

Project Name  
**DUAL BRAND PROTOTYPE**

Project Number

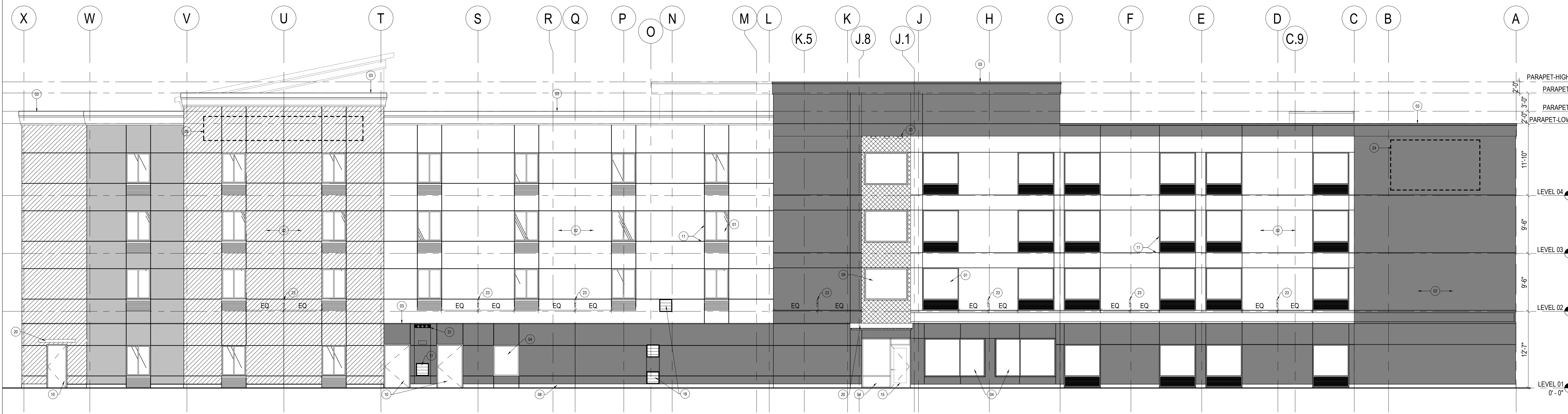
Description  
**BUILDING ELEVATIONS - EAST & SOUTH**

Scale  
**AS INDICATED**

**A4.00**

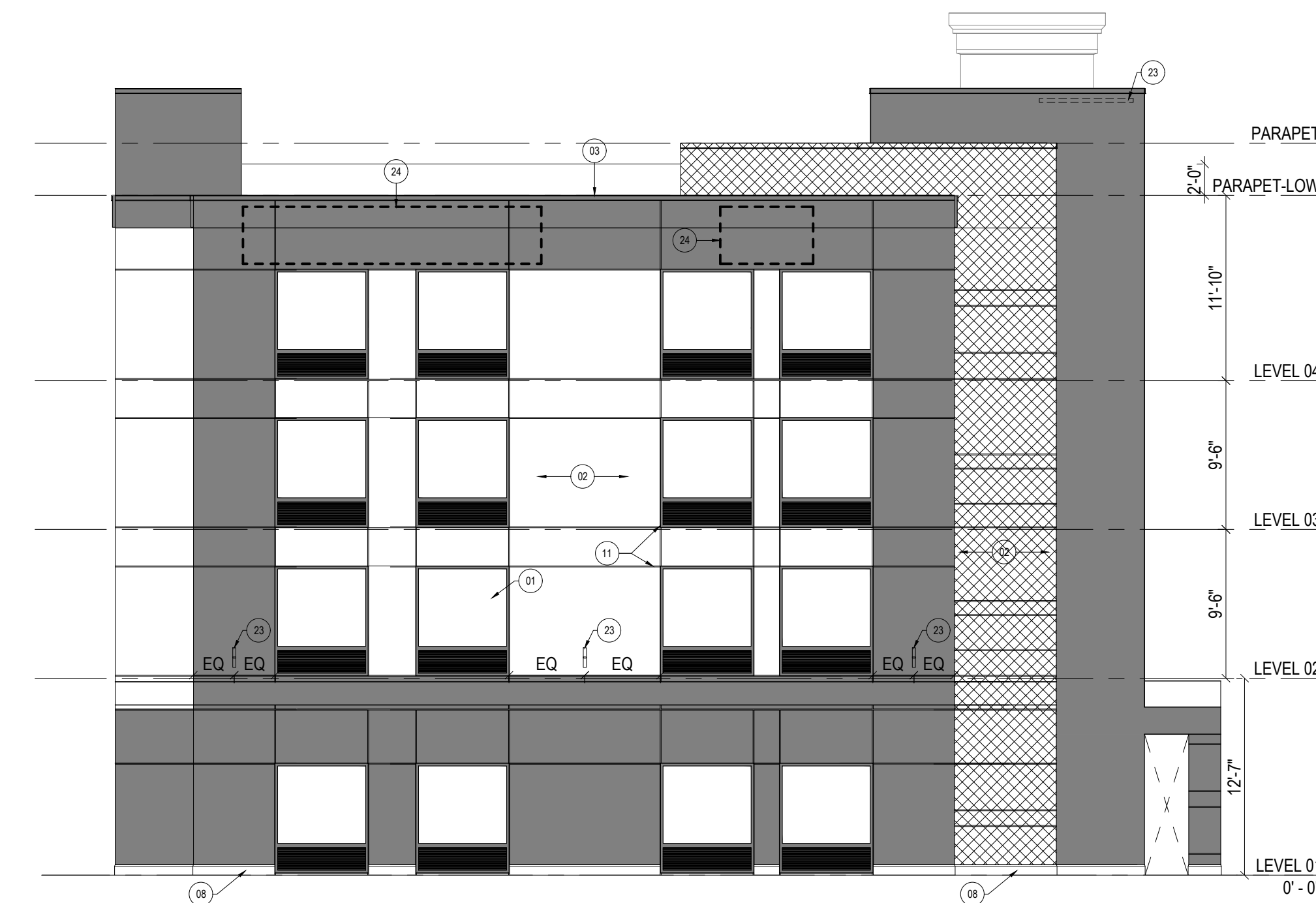


Issue Date	Description
2021/07/11	DESIGN GUIDELINE DRAWINGS



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

**02**



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

**01**

**SHEET NOTES**







- 01 INTEGRATED EXTERIOR WINDOW AND PTAC LOUVER
- 02 EXTERIOR CLADDING WITH WATERPROOFING SYSTEM
- 03 METAL CORING - COLOR TO MATCH ADJACENT WALL FINISH
- 04 EXTERIOR STOREFRONT WINDOWS
- 05 EXTERIOR CLADDING SYSTEM BENEATH CANOPY AND ADJACENT WING WALLS
- 06 SINGLE SLIDING GLASS DOOR
- 07 ELEVATOR OVERRUN BEYOND
- 08 8" CAST STONE BASE
- 09 EXTERIOR ALUMINUM WINDOW, TYP.
- 10 PAINT DOOR AND FRAME TO MATCH ADJACENT FINISH
- 11 3/4" CONTROL JOINT
- 12 3/4" REVEAL (TYP.)
- 14 ENTRANCE CANOPY WITH TPO ROOF
- 15 STOREFRONT DOOR
- 17 3'-0"x3'-0" HOT WATER TANK INTAKE EXHAUST
- 18 LAUNDRY EXHAUST, COORDINATE WITH MANUFACTURER FOR LOUVER SIZES AND LOCATIONS
- 20 PREFABRICATED CANOPY
- 21 SCUPPER, PAINTED TO MATCH ADJACENT WALL
- 23 EXTERIOR LIGHT FIXTURE, REF. ELECT. AND LIGHTING DWGS.
- 24 LOCATION FOR BUILDING SIGNAGE, PROVIDE ELECTRICAL SERVICE TO LOCATIONS WHERE SIGNAGE TO BE INSTALLED, REFER TO IHG SIGNAGE GUIDELINES FOR MORE INFORMATION.
- 31 GAS WATER HEATER - CONCENTRIC VENTS

**GENERAL NOTES**

- A. SEE IHG SUPPLEMENTAL EXTERIOR FINISHES DOCUMENT FOR INFORMATION ON MATERIALS, SYSTEMS, AND COLORS.
- B. TEMPERED GLAZING TO BE PROVIDED AS REQUIRED BY LOCAL BUILDING CODES.
- C. COORDINATE PLACEMENT OF ALL LOUVERS, VENTS, AND OTHER EXTERIOR ELEMENTS WITH LOCATIONS OF SCORE JOINTS (TYP.).
- D. ALL CONSTRUCTION IS INTENDED TO BE IN CONFORMANCE WITH FEDERAL & STATE LAWS, CURRENT LOCAL ORDINANCES & BUILDING CODES, AND ACCESSIBILITY CODES.
- E. AUTOMATIC FIRE SPRINKLER SYSTEM MUST BE REVIEWED AND APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- F. FIRE ALARM SYSTEM IS REQUIRED. SYSTEM MUST BE REVIEWED AND APPROVED BY THE FIRE DEPARTMENT.
- G. CONTRACTOR TO VERIFY ALL DIMENSIONS WITH MANUFACTURER ON FIXTURES, EQUIPMENT SUPPLIED, PRIOR TO CONSTRUCTION.

**CONSULTANT DISCLAIMER**  
This is a Prototype design only. The drawings include plans, sections, elevations, typical construction details, diagrammatic layouts of the building systems and related information to convey the design intent for architectural, structural, mechanical, electrical, plumbing and technology systems. The design set forth with these documents may not be suitable for a particular site or certain local conditions. InterContinental Hotels Group and its retained consultants that prepared these documents are not responsible for adaptation of the design to a particular site, compliance of the design with applicable laws, regulations, ordinances and codes, or final design reviews required to prepare construction documents. The Franchisee and its retained architect and engineering consultants shall be exclusively responsible for all construction documents prepared for each hotel derived from this prototype documentation.

**MATERIAL LEGEND**

-  EXTERIOR CLADDING SYSTEM - B1
-  EXTERIOR CLADDING SYSTEM - B2
-  EXTERIOR CLADDING SYSTEM - B3
-  EXTERIOR CLADDING SYSTEM - EC-02
-  EXTERIOR CLADDING SYSTEM - EC-03
-  EXTERIOR CLADDING SYSTEM - EC-04

**NOT FOR CONSTRUCTION**

Project Name  
**DUAL BRAND PROTOTYPE**

Project Number

Description  
**BUILDING ELEVATIONS - WEST & NORTH**

Scale  
**AS INDICATED**

**A4.01**



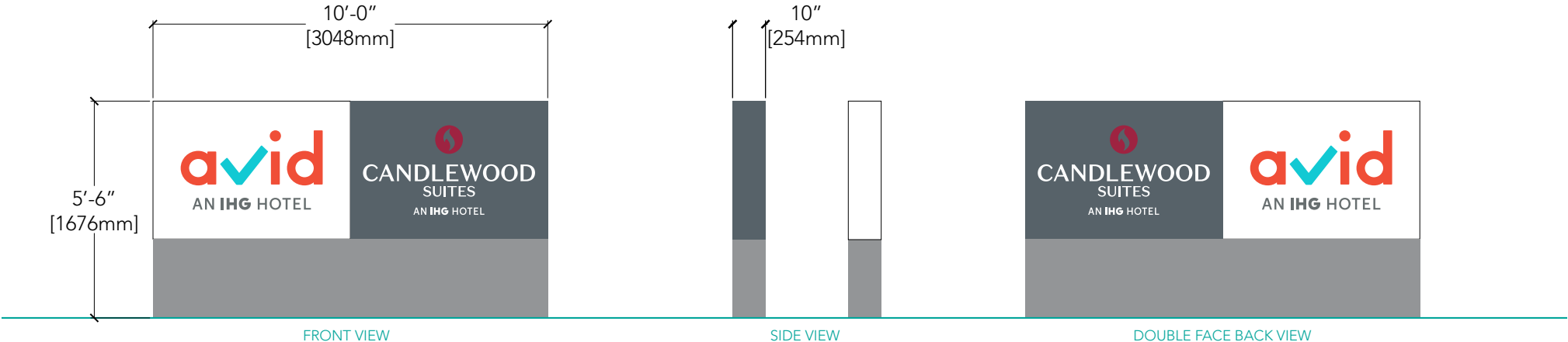


# Dual Brand Preliminary Designs

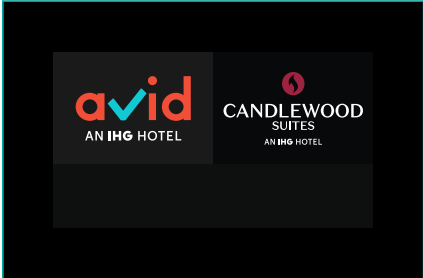
This document contains guidelines set by Colite to standardize signage throughout all locations. It is a design intent document ONLY and is not to be used for final construction.

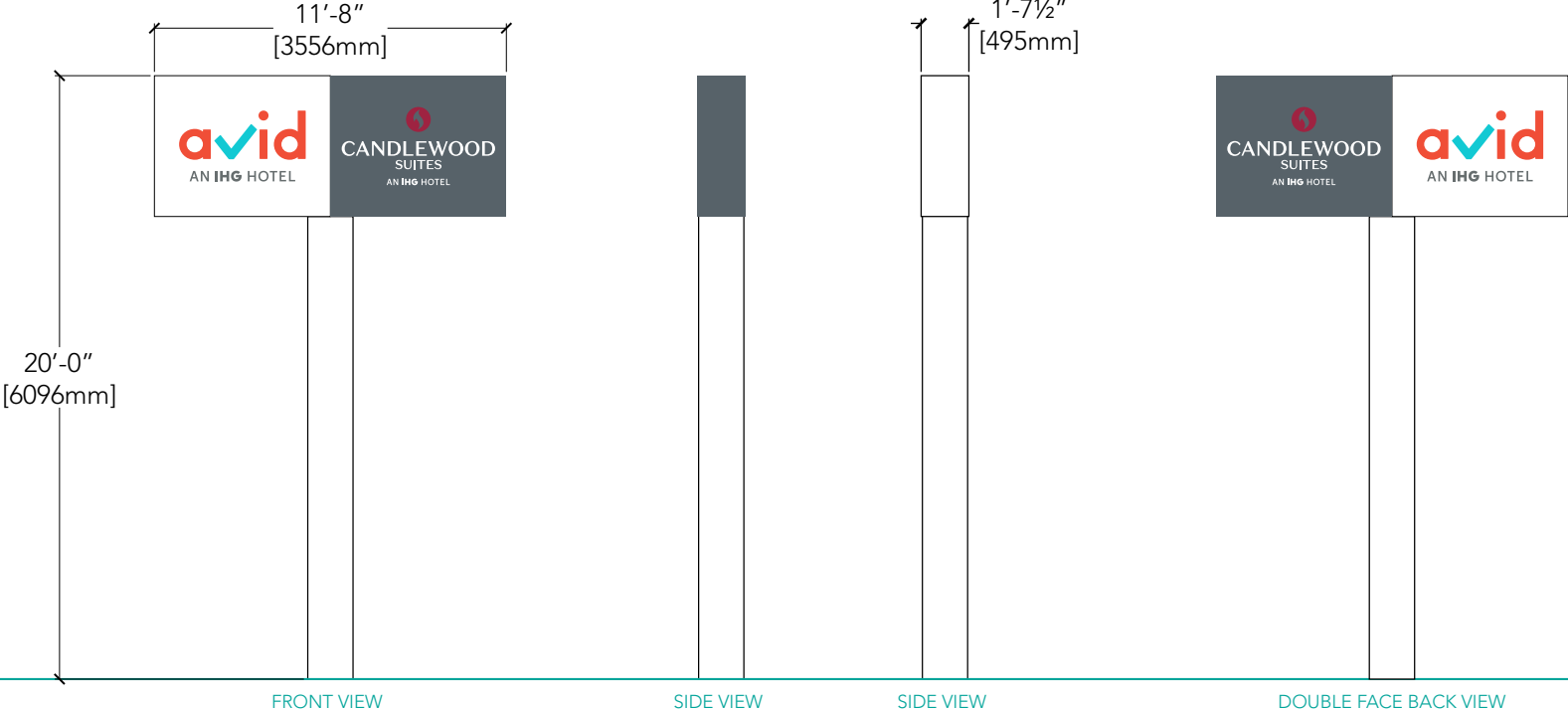
June 15, 2021

PRELIMINARY



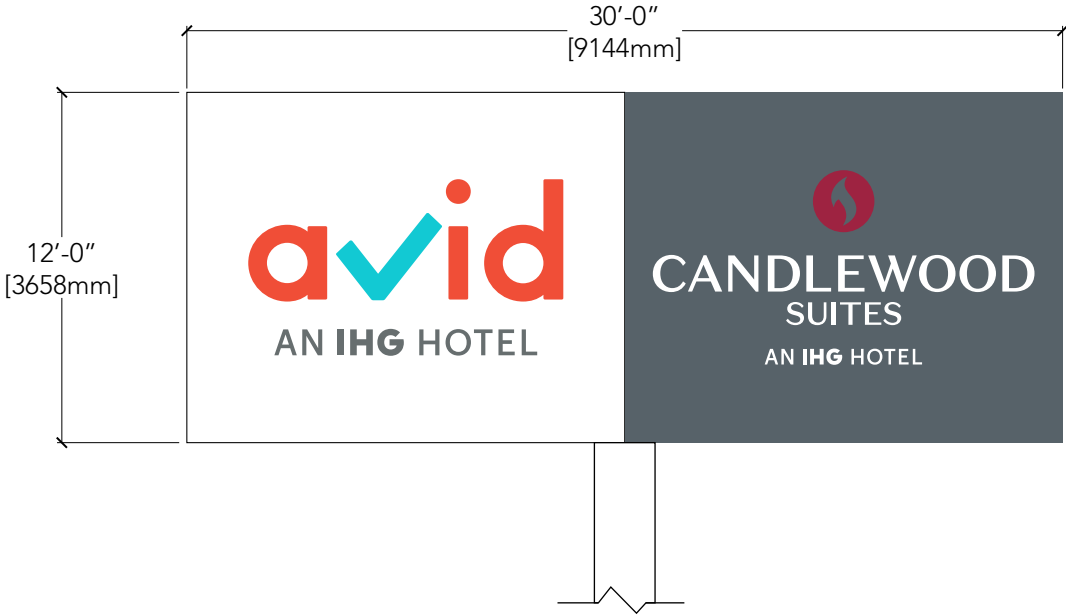
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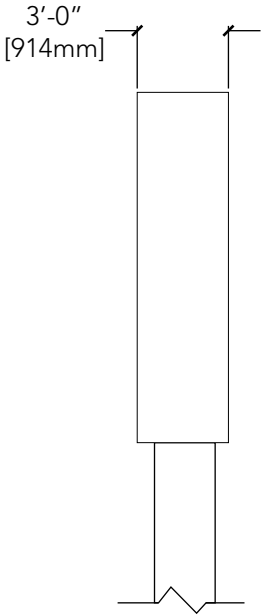


NIGHT VIEW:





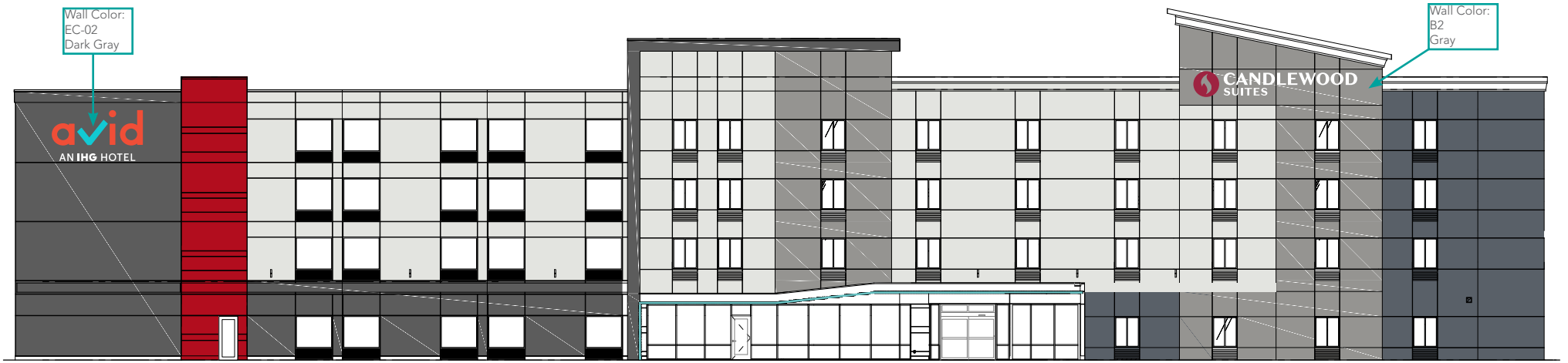
FRONT VIEW



SIDE VIEW

NIGHT VIEW:

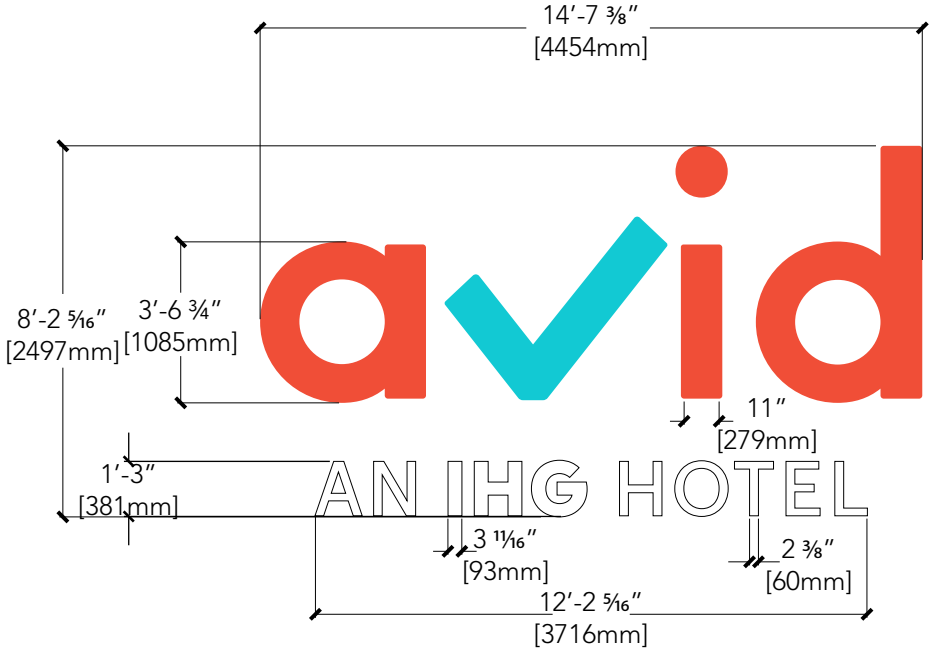




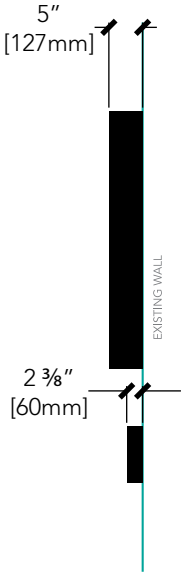
SOUTH ELEVATION



NORTH ELEVATION



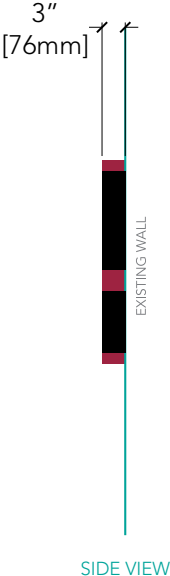
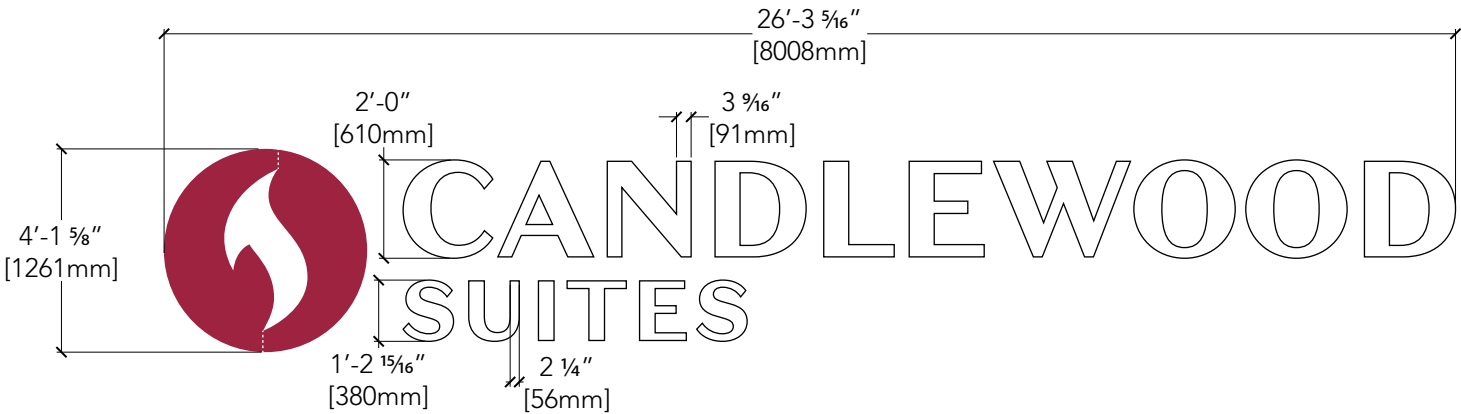
FRONT VIEW



SIDE VIEW

NIGHT VIEW:





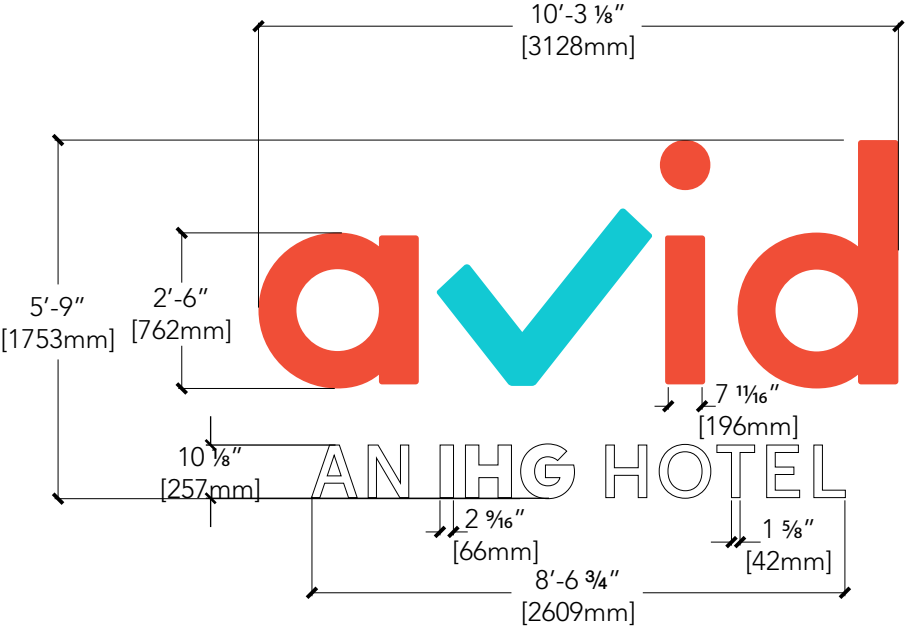
NIGHT VIEW:



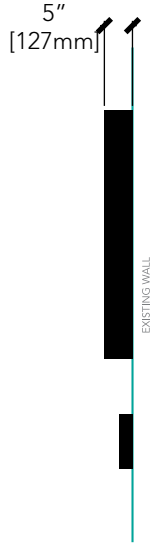


## East Elevation LTRs

AVID-LTR-028-IL-EX-069H-X, CS-20-CL-L-W



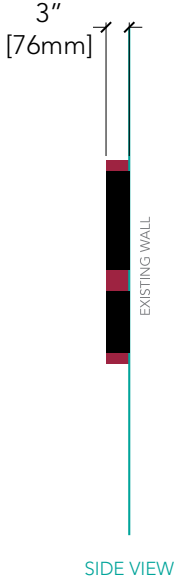
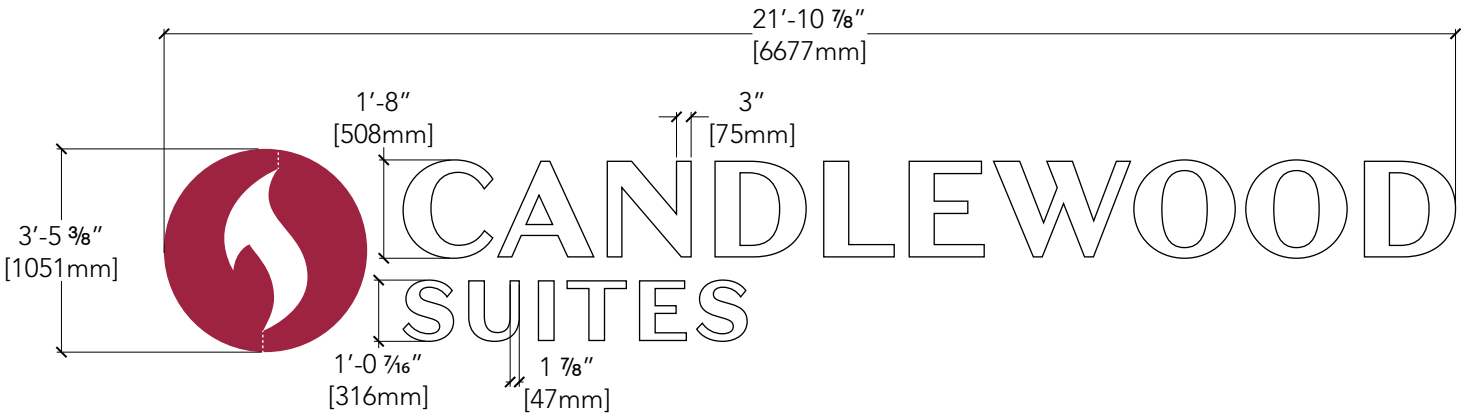
FRONT VIEW



SIDE VIEW

NIGHT VIEW:





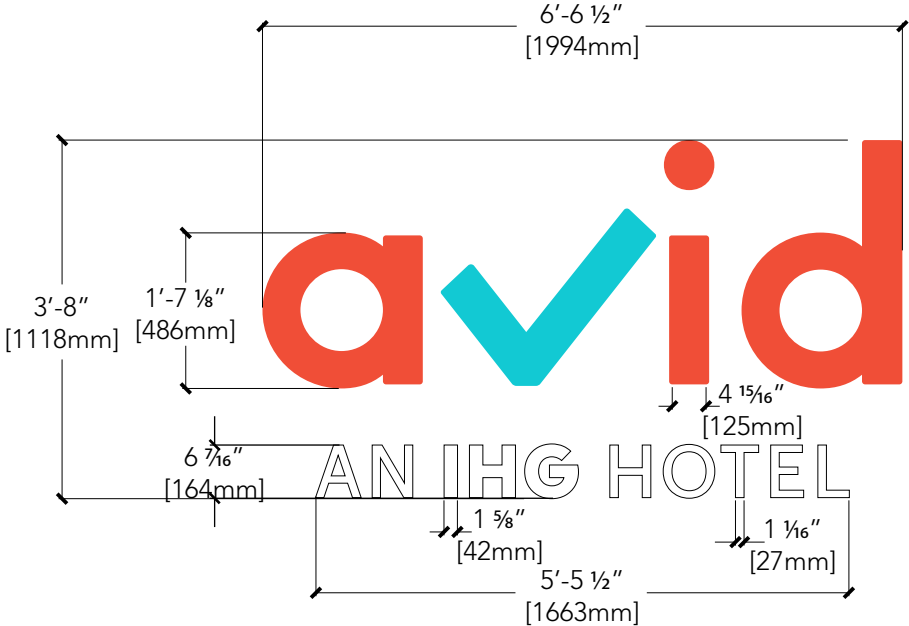
NIGHT VIEW:



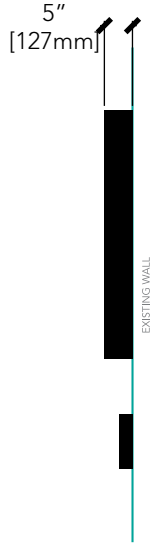


# West Elevation LTRs

AVID-LTR-026-IL-EX-044H-X, CS-18-CL-L-W



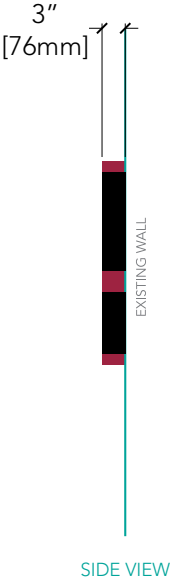
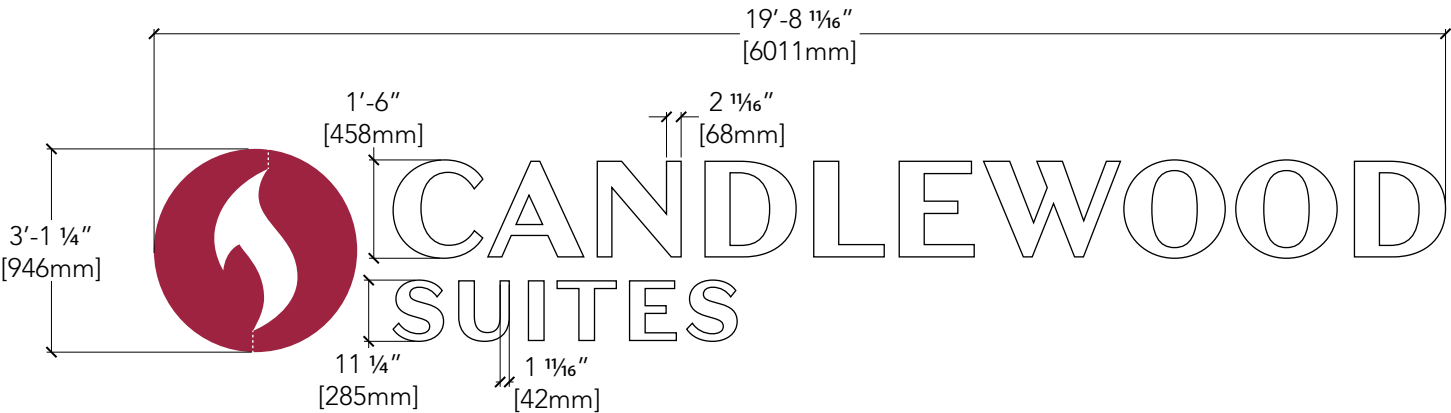
FRONT VIEW



SIDE VIEW

NIGHT VIEW:





NIGHT VIEW:

