



**Amended: 7/16/2025 9:45 am**  
**Added NEW Agenda Item 7.B. in red ink**

Village Hall, 262-567-2757  
Fax, 262-567-4115  
Highway Dept., 262-567-2422  
Police Dept., 262-567-1134  
Building Inspector, 262-490-4141  
[www.summitvillage.org](http://www.summitvillage.org)

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

**AGENDA**  
**Village of Summit Plan Commission**  
**Thursday, July 17, 2025, 5:30 p.m.**  
**At the Summit Village Hall, 37100 Delafield Road**

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. MINUTES
  - June 19, 2025
5. Next meeting date – proposed for Thursday, August 21, 2025, at 5:30 p.m.
6. **CONTINUED PUBLIC HEARING:**
  - A. Receive comments and discuss a request by Steve Hanke to amend the Zoning District Map from the R-1 Estate Residential District to the BP Business Park District to accommodate a conference center on property located at 37214 Delafield Road (SUMT0640998001).
7. **REGULAR BUSINESS:**
  - A. Discussion and action on a request by Steve Hanke to amend the Zoning District Map from the R-1 Estate Residential District to the BP Business Park District to accommodate a conference center on property located at 37214 Delafield Road (SUMT0640998001).
  - B. **Discussion and action on a request by Ryan Carriveau to remove two trees within the vegetative buffer zone on property located at 37809 Valley Road (SUMT0611949) to accommodate grading associated with new home construction and a water treatment system.**
  - C. Discussion and action on a request by John Siepmann, Siepmann Realty, for a Final Plat and related documents to accommodate a 12-lot single-family conservation type subdivision on property owned by Mark and Eileen Lurvey Trust. The subject property is located in part of the NW ¼ & SW ¼ of Section 35 T7N, R17E, at 543 S. Wayfare Trail (SUMT0714999001).
8. **UPDATE** regarding Village Board action on Plan Commission matters
9. **ADJOURN** Plan Commission meeting

Respectfully submitted,

Amy Barrows, Village Planner

**Posted: July 16, 2025**

**Next meeting date: August 21, 2025**

\*\*\*\*\* Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

\*\*\*\*\* It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Village of Summit Plan Commission noticed above.



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## AGENDA

### Village of Summit Plan Commission

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8. **UPDATE** regarding Village Board action on Plan Commission matters
9. **ADJOURN** Plan Commission meeting

Respectfully submitted,

Amy Barrows, Village Planner

**Posted: July 11, 2025**

**Next meeting date: August 21, 2025**

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Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

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**PUBLIC HEARING NOTICES**  
**VILLAGE OF SUMMIT, WISCONSIN**

*Thursday, June 19, 2025*

Please be advised that the Village of Summit Plan Commission will hold a public hearing on **Thursday, June 19, 2025, at 5:30 p.m.**, at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin. The purpose of the hearing is to receive comments and discuss a proposed request by Robb Brinkmann Construction to amend an existing Conditional Use Permit to allow indoor and outdoor storage of landscape and commercial equipment and materials and to renew the Conditional Use Permit for another five years on property that currently has a Legal Nonconforming Conditional Use Permit for the storage of trucks, trailers and the operation of a landscape business for the storage of nursery stock, sand, stone, gravel, bark, and the storage and repair of related landscape equipment. The subject property is owned by LILO Properties LLC and located at 38510 Delafield Road (SUMT0653996002).

Immediately following the above noticed public hearing, another public hearing will be held by the Village of Summit Plan Commission at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin, at which time the Plan Commission will receive comments and discuss a proposed request by Eric Wittnebel, on behalf of Rogers Behavioral Health, Inc., to amend an Existing Conditional Use Permit to replace three residential buildings that accommodate a total of 20 beds with a new single building 20-bed residential facility and related improvements and to renew the Conditional Use Permit for another five years on property that currently has a Conditional Use Permit to operate a community-based residential facility and associated activities. The property is located at 3011 N. Cedar Ridge Road (SUMT0625998).

Immediately following the above noticed public hearing, another public hearing will be held by the Village of Summit Plan Commission at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin, at which time the Plan Commission will receive comments and discuss a proposed request by Steve Hanke to amend the Zoning District Map from the R-1 Estate Residential District to the BP Business Park District to accommodate a conference center on property located at 37214 Delafield Road (SUMT0640998001).

Information regarding these applications is available for review at the Village of Summit Village Hall, 37100 Delafield Road, during regular business hours. Citizens with written comments regarding these public hearings may email those comments to the Village Deputy Clerk at [deputyclerk@summitvillage.org](mailto:deputyclerk@summitvillage.org) or by using this link: <https://summitvillage.org/contact-us/> and those comments will be included in the meeting packet. The deadline to receive written comments is noon on Thursday, June 12, 2025. Verbal comments may be provided at the meeting. For more information regarding this public hearing, please contact Amy Barrows, Village Planner, at the Summit Village Hall (262) 567-2757.

All interested parties will be heard.

VILLAGE OF SUMMIT

Amy Barrows, Village Planner

Published: June 5 and June 12, 2025  
Posted: June 5, 2025

**ZONING DISTRICT AMENDMENT REQUEST**  
**7/17/2025 Plan Commission Meeting**  
**Hanke Property (SUMT0640998001)**

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Staff Report

Village of Summit, Wisconsin

Property Location: 37214 Delafield Road

Property Owner: Stephen G Hanke

Applicant: Same

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**Summary:**

The Plan Commission held a public hearing June 19, 2025 regarding the applicant's request to rezone property located at 37214 Delafield Road from the R-1 Estate Residential District to the BP Business Park District to accommodate a conference center. Plan Commission continued the public hearing until July to get a legal opinion from the Village Attorney regarding how to define a conference center and whether hours of operation can be restricted as part of the rezone.

The Village Attorney provided a legal opinion dated July 9, 2025, which is included in the packet. The Village Attorney cannot provide a definition for "conference center", but the letter describes the process for determining such definition. The opinion letter also suggests that the Village cannot restrict hours of operation as part of the rezone, but can limit hours of operation as part of the site plan and plan of operation.

Below is information related to the definition of conference center.

**Merriam-Webster:** There is no definition for conference center.

The definition for conference is:

[CONFERENCE Definition & Meaning - Merriam-Webster](#)

con·fer·ence 'kän-f(ə-)rən(t)s -fər'n(t)s, for sense 2 usually kən-'fər-ən(t)s

[Synonyms of conference >](#)

**1 a** : a meeting of two or more persons for discussing matters of common concern

| The president is in *conference* with his advisers.

**b** : a usually formal interchange of views : **CONSULTATION**

| a *conference* on climate change

**c** : a meeting of members of the two branches of a legislature to adjust differences

**d** : **CAUCUS**

**Merriam-Webster:** The following definition applies to convention centers: A building or set of buildings designed to hold many people and used for meetings. [CONVENTION CENTER Definition & Meaning - Merriam-Webster](#)

**Wikipedia:** A conference center (convention center) is a large building designed to hold conventions, where individuals and groups gather to promote and share common interests. It typically includes meeting rooms, banquet areas, social halls, and overnight accommodations. [Convention center - Wikipedia](#)

**Collins Dictionary:** A large venue designed for conferences often consisting of a large hall as well as a number of smaller lecture rooms and other facilities. [CONFERENCE CENTRE - Meaning & Translations | Collins English Dictionary](#)

**The Free Dictionary:** A center where conferences can be conducted. [Conference center - definition of conference center by The Free Dictionary](#)

It should be noted that hotels are permitted by right in the B-P District, which often host wedding venues. Other uses permitted by right that may attract many patrons at night include indoor recreational facilities, health clubs, movie theater, and restaurants.

The draft minutes, which include public comment, will be included in the packet in advance of the meeting. The staff report from the June meeting is also included in the meeting packet.

# Municipal LAW

& LITIGATION GROUP

DALE W. ARENZ (1935-2022)  
DONALD S. MOLTER, JR. (Retired)  
JOHN P. MACY  
H. STANLEY RIFFLE (Court Commissioner)  
ERIC J. LARSON  
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SAMANTHA R. SCHMID  
CHRISTOPHER R. SCHULTZ  
LUCAS C. LOGIC  
GREGORY M. PROCOPIO  
BENJAMIN T. CROCKETT  
ADAM J. MEYERS  
SAVANNA M. GAIN  
JAIME L. STAFFARONI  
HAILEY R. LIPINSKI

STEPHEN J. CENTINARIO, JR.

July 9, 2025

Amy Barrows, Village Planner  
Village of Summit  
37100 Delafield Road  
Summit, WI 53066

**Re: Conference Center Definition  
Question Raised/Legal Opinion**

Dear Ms. Barrows:

I received your request that I provide a legal opinion regarding the definition of a conference center and whether limitations can be imposed on the hours of operation of a conference center as a condition of rezoning. Please note that I cannot provide you with a definition of "conference center" for the reasons outlined below. I can only provide you with the process for determining such definition. As such, I interpret your request as asking how to determine the definition "conference center" when that term is undefined in the Village Zoning Code. I have had an opportunity to carefully consider this matter.

Based upon my research, I have the following comments, questions, concerns and recommendations in this regard.

1. Conference Center and Undefined Terms. As stated in *State ex rel. Kalal v. Circuit Court for Dane Cty*, terms that are not statutorily defined or defined in the Village Code are construed according to their "common, ordinary, and accepted meaning." 2004 WI 58 ¶45, 271 Wis.2d 633, 681 N.W.2d 110. Dictionaries are often consulted to determine exactly what that common and approved usage is, as acknowledged by the Wisconsin Supreme Court in *DOR v. River City Refuse Removal, Inc.*, where the Court stated "[W]e resort to dictionary definitions in discerning legislative intent when the legislature has not provided a definition." 2007 WI 27, ¶46, 299 Wis. 2d 561, 729 N.W.2d 396

Because the Village Code does not have a definition of "conference center" the Village should use a definition that matched the common and approved usage based on accepted dictionary definitions. The Village cannot create its own definition and apply

## MUNICIPAL LAW & LITIGATION GROUP, S.C.

Amy Barrows  
July 9, 2025  
Page 2

it to the rezoning request at this time. It must use the dictionary definition, just as a court would be forced to do, where there is no Code or statutory definition.

Ultimately, if the Village were to take a position on the definition of a conference center that was subject to a challenge, the circuit court would turn to dictionary definitions or common and approved usage. It is difficult to predict what definition a court would ultimately rely on or use.

2. Your Question. [W]hether limitations can be placed on hours of operation as part of the request to rezone the property to the BP Business Park District to accommodate a conference center.”

My Response. My opinion is that the Village may not be able to impose a restriction on hours of operation as condition of rezoning. I believe the Village would face a very difficult task arguing that it can impose specific hours of operation restrictions on a singular property involving a permitted use as a part of a conditional rezoning. The Village can limit the permitted uses as a condition of rezoning (i.e., not allowing a car dealership on a specific property although it classifies as a permitted use). Rather, the Village may consider imposing a restriction on the hours of operation in approving the site plan and plan of operation and include a condition in the rezoning that the rezoning is contingent on getting the site plan and plan of operation approved.

Generally, the Village may impose reasonable conditions in an approval of a site plan and plan of operation. Village Zoning Code Section 111-276(7) addresses this issue, noting that basing approval of a building, site or operational plans it may consider:

7. Operational plans shall give appropriate consideration to minimize the potential adverse effect of noise, dust or odor resulting from such operation as well as the impact upon the existing character of the neighborhood resulting from patterns of traffic flow, hours of operation, lighting, shift changes and similar factors.

The Village should have some basis for imposing such a condition, while understanding this is not a universal condition of approval for all site plans and plans of operation and may not be applicable to a future operator of the site depending on the proposed use.

For future application, the Village could include in its definition of a conference center, that it can only be open for specific hours. The Village could amend language regarding permissive uses to allow for the imposition of requirements for hours of operation. Again, this cannot be done for the current application, but could be done moving forward with amendments to the relevant sections of the Village Zoning Code.

If you should have any questions or concerns regarding these matters, please do not hesitate to contact me.

**MUNICIPAL LAW & LITIGATION GROUP, S.C.**

Amy Barrows  
July 9, 2025  
Page 3

Yours very truly,  
MUNICIPAL LAW & LITIGATION GROUP, S.C.

*John P. Macy*

John P. Macy

JPM/LCL/ko

Cc: Debbie Michael, Village Administrator-Clerk/Treasurer

**ZONING DISTRICT AMENDMENT REQUEST**  
**6/19/2025 Plan Commission Meeting**  
**Hanke Property (SUMT0640998001)**

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Staff Report

Village of Summit, Wisconsin

Property Location: 37214 Delafield Road

Property Owner: Stephen G Hanke

Applicant: Same

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**Possible Motion:** *Motion to recommend that Village Board approve the amendment to the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the R-1 Estate Residential District to the BP Business Park District on property located at 37214 Delafield Road (SUMT0640998001). The recommended zoning map amendment is subject to the following conditions:*

1. ***INITIAL DEVELOPMENT:*** *The zoning map amendment shall not be effective until such time the applicant obtains Building, Site and Operational approval to construct a conference center in substantial conformance with the use, site plan, and architectural design materials presented at the June 19, 2025 Plan Commission meeting. The Building, Site and Operational plans will require Plan Commission approval and this rezone does not guarantee said approval as presented.*
2. ***RESIDENTIAL USE:*** *The existing residential structure inclusive of a community living arrangement for two adults and two caretakers is considered a legal nonconforming use and all provisions of Section 111-224 and Section 111-225 shall be met.*
3. ***FUTURE DEVELOPMENT - COMPLIANCE WITH COMPREHENSIVE PLAN AND ZONING:*** *Any future use that is proposed on the property shall comply with the guidelines stated in the Village of Summit Comprehensive Plan and standards of the Village of Summit Zoning and Shoreland Protection Ordinance.*
4. ***SEWER AND WATER:*** *The applicant shall serve any and all business uses on the property with public sewerage and water facilities provided by the City of Oconomowoc. All costs associated with connection, installation, and maintenance are the responsibility of the applicant and not the Village of Summit.*

*The Village shall determine if the existing residential structure can continue to be served by a private sewerage system and well, and if so, for how long.*

5. ***SUBJECT TO REIMBURSEMENT OF EXPENSES:*** *As a condition precedent to this conditional rezone approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional rezone approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*

6. **OWNER & APPLICANT ACKNOWLEDGMENT:** *The property owner and applicant shall acknowledge and accept all conditions of this approval. This condition will be satisfied upon the property owner and applicant signing the ordinance after adoption by the Village Board.*

*Staff is directed to prepare a draft ordinance in accordance with this motion, subject to Village Attorney review, for consideration by Village Board.*

**Summary:**

**Lot Area:** 7.7 acres

**Existing Zoning:** R-1 Estate Residential (2-acre lot size, 130,000 sq. ft./unit density)

**Proposed Zoning:** BP Business Park (80,000 sq. ft. lot size)

**Land Use Plan:** Industrial/Business Park

Adjacent Land Uses		Zoning*
North	Agricultural/Hope Church	A-1 & IN
South	Agricultural/Brinkmann Construction	A-1
East	Summit Village Hall	IN
West	Residential/Agricultural	A-1

The applicant is proposing to rezone the property located directly west of Village Hall from the A-1 Agricultural District to the BP Business Park District to accommodate the construction of a new building that will be used as a conference center. The applicant provided concept materials indicating what the proposed facility will look like, including the location of parking and stormwater management facilities. The applicant is aware that sewer and water service would be required, and that the developer would be responsible for the cost of utility extension installation and connection fees.

Conference centers are listed as a permitted use in the BP Business Park District. Conference centers are not defined as part of the zoning ordinance. The applicant states that the conference center would be used for corporate events, trade shows, and family & community gatherings. The building would be approximately 5,000 sq. ft. and have seating for three hundred (300) guests. A brief description of the use and operations is included in the packet.

The Comprehensive Land Use Plan designates the property as Industrial/Business Park. The category is designated for areas with light to medium intensity business uses such as corporate office facilities, light manufacturing, and warehousing. Medium-to-heavy intensity uses such as large manufacturing facilities or chemical processing are not permitted. The land use plan requires that the development be served by sewer and water and that these utilities be provided in

*Hanke Rezone*

coordination with the City of Oconomowoc.

As part of the development, the applicant is proposing to raze an existing barn structure. All other structures are to remain. The proposed building will be constructed over a portion of this building to be razed. It appears the applicant is not proposing to divide the parcel, which would result in a combination of commercial and residential uses on a single property. The existing residence is occupied as a community living arrangement with two adults and two caretakers. It should be noted that the existing residential structure would be considered legal nonconforming if the rezone is approved. A 150-stall parking lot is proposed to the east of the new building. It appears 100 parking spaces would be required based on the number of seats in the building. The building would have board and baton smart siding and the roof would be a combination of shingles and metal. Parking lot light poles will be added as needed and will match the design and height of the light poles at Village Hall. The plans for actual development of the site would require approval from Plan Commission following approval of the rezone.

**Utilities:** The property is currently served by private sewage systems and wells. Public sewer and water would need to be extended to the site to accommodate the business use. The Village will need to determine if the existing residential structure is required to abandon the existing septic and private well and connect to the sewer and water system.

**Traffic, Access, & Frontage:** The property has approximately 1,520 ft. of frontage on CTH DR.

**Public Services/Capital Investments:** There will be no changes to public services other than emergency services will need to be provided on an as-needed basis. There are no requirements for capital investments as a result of the rezone request.

**Environment:** There are no wetland, floodplain, and primary environmental corridor resources on the property, except for possible wetland in the southwest corner of the property.

**Adjacent properties:** Although the adjacent uses are mostly agricultural, all surrounding properties are intended to be commercial, multi-family, or mixed use in the future. The barn and parking lot are closest to Village Hall.

**Compliance with Comprehensive Plan:** The proposed zoning complies with the Comprehensive Plan.

# Lake Country Conference Center

Planning Commission Meeting  
Village Board Meeting

Proposed site:  
37214 Delafield Rd.  
Oconomowoc, WI 53066



## Lake Country Conference Center:

Located in the Village of Summit, west of the village hall is a prime location for a community conference center.

This modern facility with state-of-the-art amenities, and eco-friendly features, we aim to attract local and regional clients. Our focus on strong marketing, strategic partnerships, and high-quality services would position us as a top event destination.

Materials:

Smart siding-board and baton

Roof: combination of shingles and metal



## Utilities:

November 14<sup>th</sup> Village of Summit board meeting announcing utilities available from the city of Oconomowoc to areas 5 & 6.

Amy Barrows email confirming availability along with our call to Lucas Caine (Senior Utility Engineer) They have now developed 80% of the Pabst farm area, which was required in their land border agreement with Summit.

A formal request would have to come from the Village of Summit to initiate.



 - Proposed location

# Approved uses in a BP District. #9

The screenshot shows a web browser interface for the Village of Summit website. The header includes the Village of Summit logo, a search bar, and navigation links for NOTIFICATIONS, SIGN IN, and HELP. The breadcrumb trail indicates the current page is 'Sec. 111-355. - Business Park District (BP)'. The main content area displays the following text:

**Sec. 111-355. - Business Park District (BP).**  
**modified**

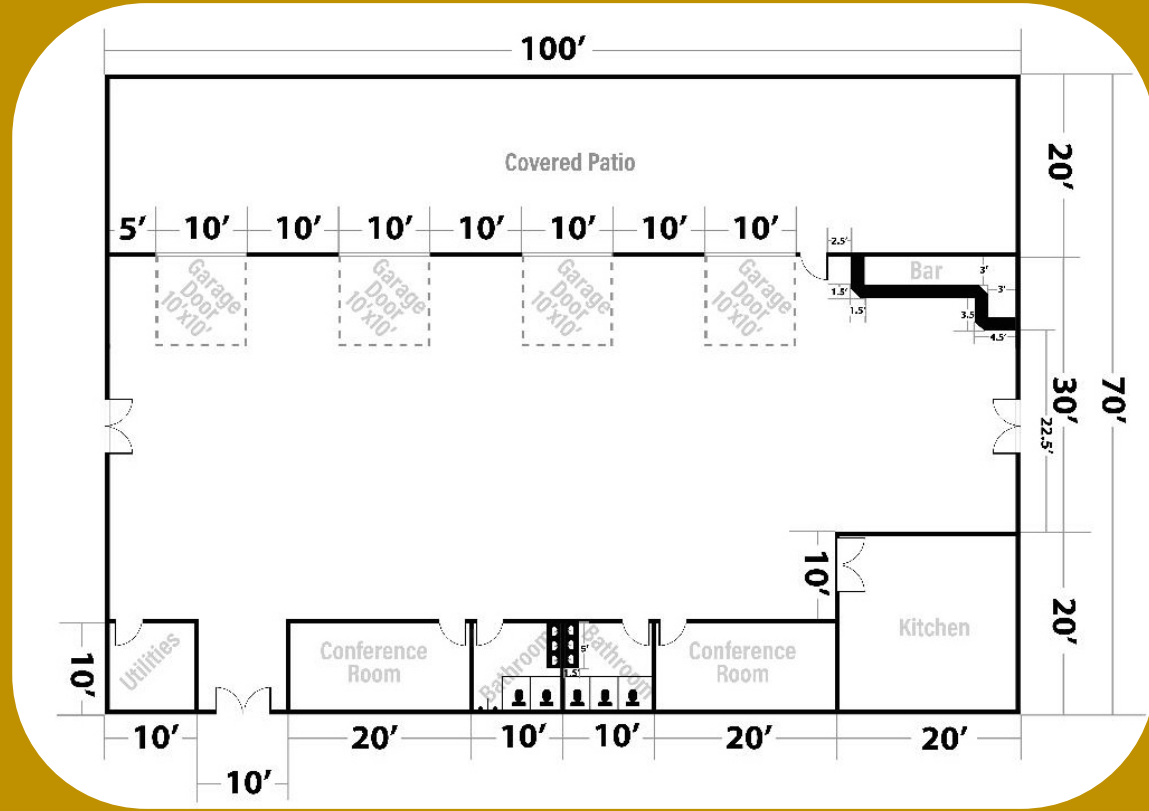
(a) *Intent.* The Business Park District includes areas designated for light to medium intensity business uses such as corporate office facilities, light manufacturing and warehousing with no outdoor storage permitted. The village will allow development in this classification only upon connection to public sewer systems. If municipal water is available within 1,000 linear feet, then this must also be extended and included in the development.

(b) *Principal permitted uses.*

- (1) Offices.
- (2) Medical office or clinic.
- (3) Dental office or clinic.
- (4) Bank or financial institution.
- (5) Assembly operations.
- (6) Personal and professional services.
- (7) Light manufacturing facilities.
- (8) Indoor storage and warehousing facilities.
- (9) Conference center.
- (10) Day-care facility.
- (11) Health clubs.
- (12) Hotel.
- (13) Indoor recreation facilities.
- (14) Movie theater.
- (15) Outdoor storage/retailing (i.e., garden center).

## Facility & Features

- 5,000 sq. ft. space with seating for 300 guests
- Multiple breakout rooms with high-speed internet & digital tools
- Advanced audiovisual technology & video conferencing
- On-site catering kitchen & flexible event services
- Ample parking with hotel shuttle partnership
- Executive lounge & co-working areas
- Sustainability initiatives: solar panels, Led lighting, water conservation and recycling programs



Interior floor plan

Interior example



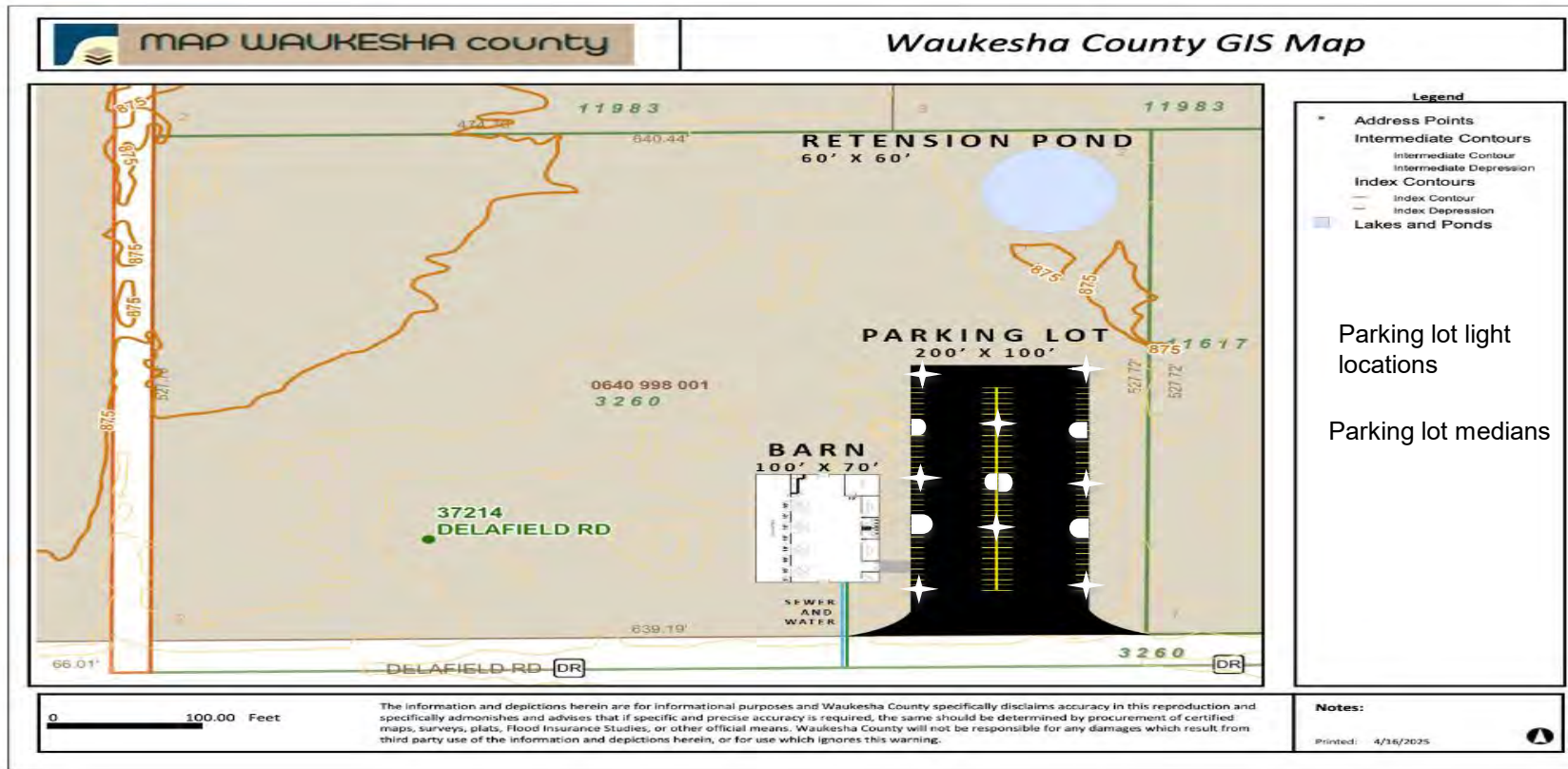
## Marketing & Outreach

- Digital campaigns on LinkedIn, Facebook, and Instagram
- Partnerships with hotels, travel agencies, and businesses
- Participation in trade shows & business expos
- Early booking promotions and loyalty programs
- SEO-optimized website with virtual tours & online booking
- Community engagement via sponsorships & networking events
- Media outreach and influencer collaborations



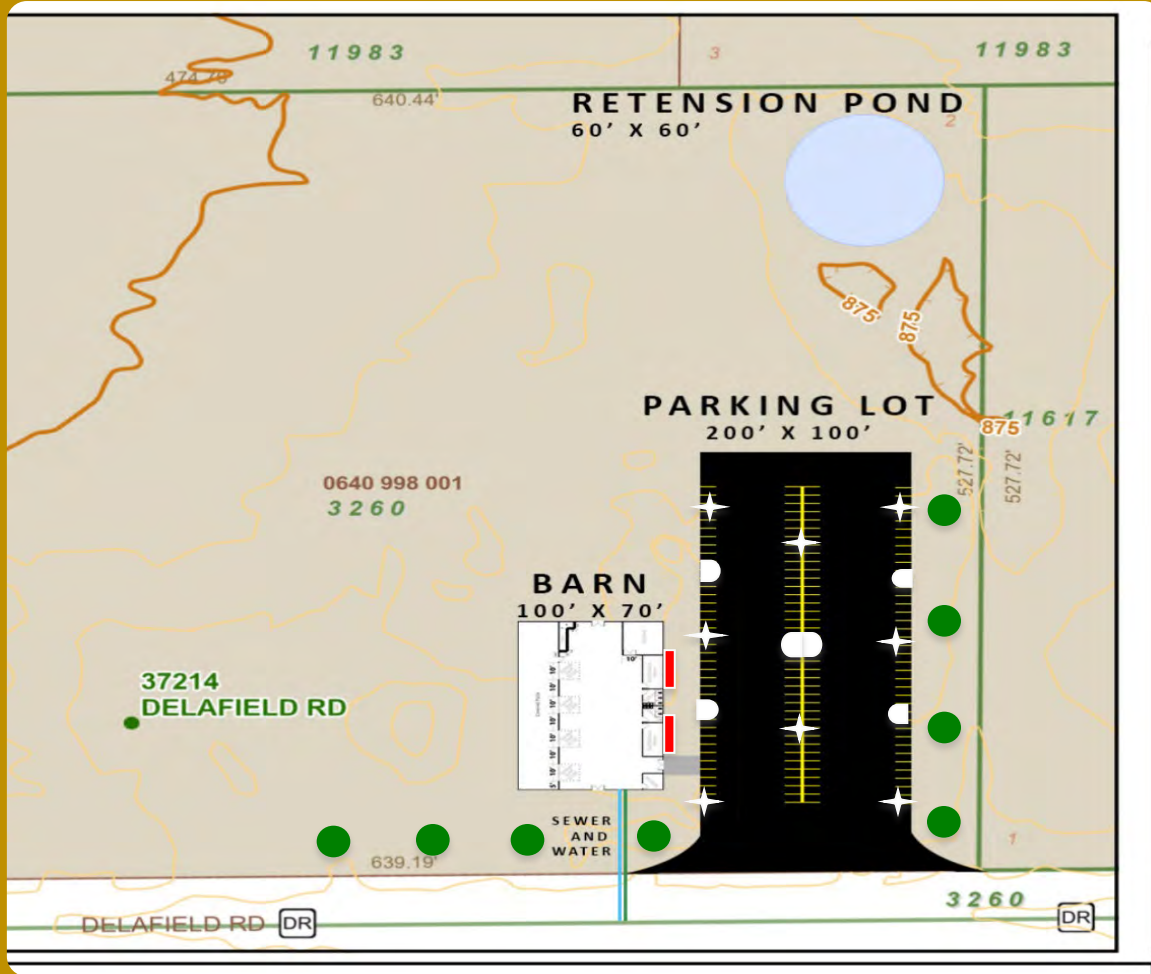
Sign example

# Topographic map



Water and Sewer from Delafield Rd

# Landscaping



White Dogwood trees



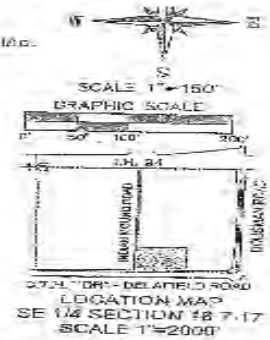
White and Pink Peonies



# Survey Map

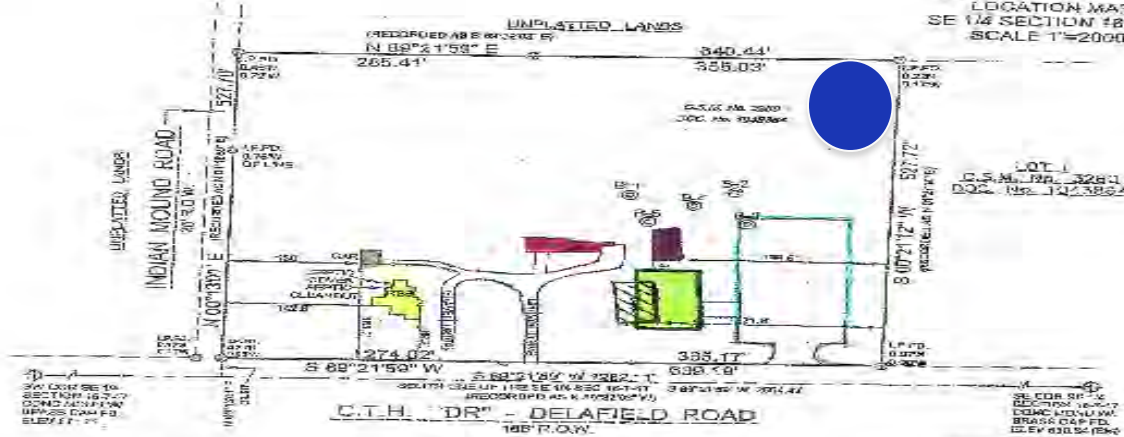
- ☛ Concrete Monument w/ Brass cap (found)
- ☑ Soil Boring

SURVEYOR: JOHN W. JANKKE  
 Jankke & Jankke Assoc. Inc.  
 711 W. Morland Blvd.  
 Waukesha, WI. 53188



Zoning: Estate Residential District (R-1)  
 Minimum Lot Area: 87,120 Sq. Ft. (2-Acres)  
 Minimum Lot Width: 223 Feet  
 Minimum Front Street Setback: 76 Feet  
 Minimum Side Yard Setback: 20 Feet

REFERENCE BEARING: Readings are referenced to the South line of the SE 1/4 of Section 16, T4N, R17E, which has a bearing of S 89°15'59" W per the Wisconsin State Plane Coordinate System South Zone (April, 2008)



Yellow-Assisted living home which has 2 adults and 2 caretakers living in it.

Pink-garage for home

Red-garage (storage) tables

Purple-garage (storage) chairs

Green-new proposed 5000 sq ft structure

Striped- barn to be removed

Blue circle-proposed storm water area

Light blue outline-proposed parking lot. 150 stalls with poles and lighting to match village hall

JOHN W. JANKKE  
 WIS. REG. NO. 5 - 917  
 SIGNED THIS 21st DAY OF September 2006  
 REVISED THIS 17th DAY OF October 2008

RETIREMENT DRAFTED BY JOHN W. JANKKE



## **Opportunity in the area**

The Village of Summit and surrounding areas lack a mid-sized, high-quality conference center. We will fill this gap by offering premium amenities at competitive rates.

Our main clientele includes businesses, organizations, and individuals seeking an affordable yet sophisticated space. Competitors include local hotels with limited conference space and high-cost upscale venues. Our strategic pricing, technology integration, and customer-centric approach will set us apart.

## **Operations & Management**

- Professional Hospitality management team
- Seamless online booking & meeting customization
- Reliable vendor partnerships for catering, security and maintenance
- Staff trained for exceptional service & customer experience
- Sustainability-focused operational plans
- Customer feedback systems for continuous improvement

## Target Market & Competitive Advantage

Lake country conference center would be a key driver of economic growth in the Village of Summit

Our premium location, strategic marketing, and dedication to sustainability will ensure long term success.

By offering a high quality, versatile conference space, we will become the preferred destination for professional and social gatherings.



UNPLATTED LANDS

UNPLATTED LANDS

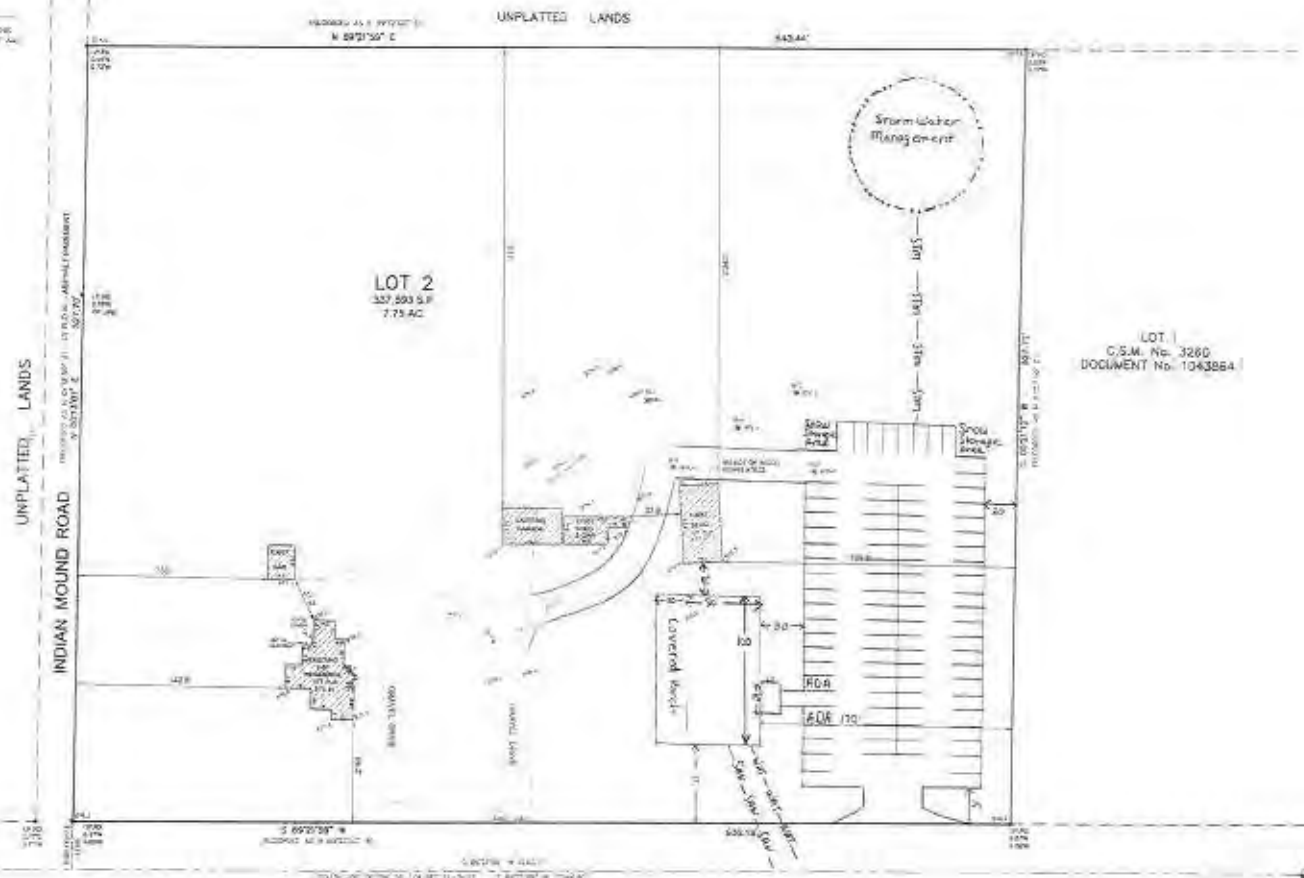
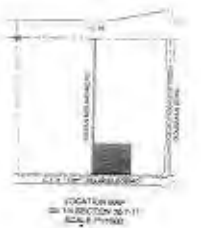
REMARKS: BEARING, bearings are referenced to the South line of the S2 1/4 of Section 18, T24N, R17E, which was in Section 18, T24N, R17E, on the Wisconsin State Flood Control - Section South, filed April, 1964.

NOTE: The spot were not passed at a part of the survey.

NOTE: BEARING, bearings are referenced to the South line of the S2 1/4 of Section 18, T24N, R17E, which was in Section 18, T24N, R17E, on the Wisconsin State Flood Control - Section South, filed April, 1964.

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C.T.H. "DR" - DELAFIELD ROAD  
 IMPROV. & ASPHALT PAVEMENT

PLAT OF SURVEY  
 RE: MICHAEL & CHARLOTTE BOUCHE  
 LOT-2 C.S.M. 3280  
 VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

**JAHNKE & JAHNKE ASSOCIATES INC.**  
 PLANNERS & PROFESSIONAL ENGINEERS

111 N. WISCONSIN BLVD., WAUKESHA, WI 53186  
 TEL: (262) 542-5071 FAX: (262) 542-7888

DATE: 12/21/11  
 DRAWN BY: J.M. CHECKED BY: J.M. DATE: 12/21/11  
 BOB WILSON: 530-2104 J.M. 5-724

FILE NAME: C:\PROJECTS\1211\1211\1211\1211.DWG




# 7.B Carriveau tree removal

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## 37809 Valley Rd.

### Sec. 111-75. Vegetation protection—Shoreland.

- (a) *Purpose.* To protect natural scenic beauty, fish and wildlife habitat, and water quality, the village shall regulate removal of vegetation in shoreland areas, consistent with sound forestry and soil conservation practices and the effect of vegetation removal on water quality, including soil erosion, and the flow of effluents, sediments and nutrients.
- (b) *Establishment of a vegetative buffer zone.* To protect water quality, fish and wildlife habitat and natural scenic beauty, and to promote preservation and restoration of native vegetation, the village shall designate land that extends from the ordinary high water mark to a minimum of 35 feet inland as a vegetative buffer zone and prohibit removal of vegetation in the vegetative buffer zone except as follows:
  - (1) Routine maintenance of vegetation.
  - (2) Removal of trees and shrubs in the vegetative buffer zone to create access and viewing corridors, provided that the combined width of all access and viewing corridors on a riparian lot or parcel may not exceed the lesser of 30 percent of the shoreline frontage or 200 feet.
  - (3) Removal of trees and shrubs in the vegetative buffer zone on a parcel with ten or more acres of forested land consistent with "generally accepted forestry management practices" as defined in Wisconsin Administrative Code NR 1.25(2)(b), and consistent with the practices described in Department publication "Wisconsin Forest Management Guidelines" (publication FR-226).
  - (4) Removal of vegetation within the vegetative buffer zone to manage exotic or invasive species, to remove damaged vegetation, to control disease, or to remove vegetation creating an imminent safety hazard. The permit shall require replacement of any vegetation removed under the permit by replanting in the same area as soon as practicable.
-  (c) The plan commission may permit additional vegetation management activities in the vegetative buffer zone. The permit shall require that all management activities comply with detailed plans approved by the zoning administrator and designed to control erosion by limiting sedimentation into the waterbody, to improve the plant community by replanting in the same area, and to maintain and monitor the newly restored area. The permit also shall require an enforceable restriction to preserve the newly restored area.
- (d) From the inland edge of the 35-foot area to 75 feet from the ordinary high water mark, the zoning administrator shall allow cutting of vegetation when accomplished using accepted forest management and soil conservation practices which protect water quality.

(Ord. No. 31-2015, § 3.9, 10-1-2015)

## **Tree Removal Summary Document**

Carriveau Residence

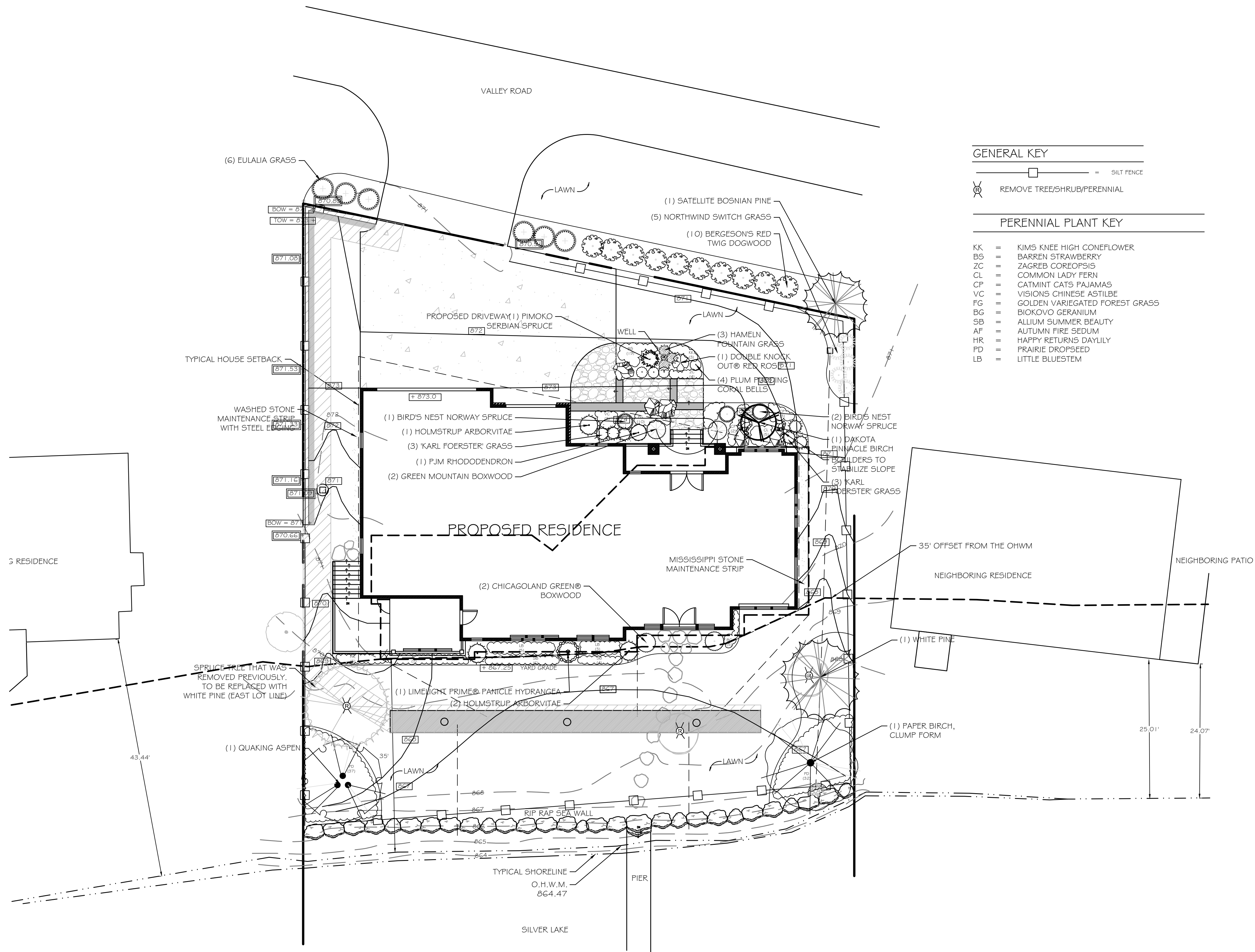
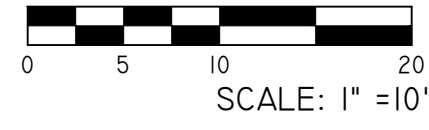
37809 Valley Road

7.15.25

Currently two trees exist onsite within 35' of the OHWM, a White Birch and Poplar. Both trees will be impacted by grading associated with new home construction. The trees will be removed and replaced with new trees of the same species per the landscape plan. The new trees will be underplanted with native Prairie Dropseed grasses to control erosion and stabilize the slopes. Additionally, a new, native White Pine will be installed per plan (within 35' of the OHWM) to replace a tree that was removed years ago near the home. It is not completely clear if that tree was within 35' of the OHWM, but the homeowners would like to install it anyway for wildlife habitat and screening purposes. The newly planted trees and grasses will be monitored bi-weekly during the growing season to ensure watering needs are met and that the plants are progressing appropriately. If an issue arises, the homeowners will contact the landscape company for assistance in rectifying the situation.

# LANDSCAPE/PLANTING PLAN

SCALE: 1" = 10'-0"

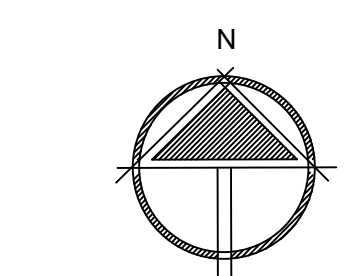


## GENERAL KEY

- = SILT FENCE
- = REMOVE TREE/SHRUB/PERENNIAL

## PERENNIAL PLANT KEY

- KK = KIMS KNEE HIGH CONEFLOWER
- BS = BARREN STRAWBERRY
- ZC = ZAGREB COREOPSIS
- CL = COMMON LADY FERN
- CP = CATMINT CATS PAJAMAS
- VC = VISIONS CHINESE ASTILBE
- FG = GOLDEN VARIEGATED FOREST GRASS
- BG = BOKOVO GERANIUM
- SB = ALLIUM SUMMER BEAUTY
- AF = AUTUMN FIRE SEDUM
- HR = HAPPY RETURNS DAYLILY
- PD = PRAIRIE DROPSSEED
- LB = LITTLE BLUESTEM



PAGE:  
1 of 1

PROJECT NAME: **Carriveau Residence**  
37809 Valley Rd.  
Oconomowoc, WI 53066

DATE: 7/15/25 SCALE: 1" = 10'-0" DRAWN BY: KK

REVISION DATE:

The ideas and concepts illustrated on this document remain the property of Bret Achtemhagen's Seasonal Services until full payment is received. Do not copy without written permission from Bret Achtemhagen's Seasonal Services.

### DETAILS MATTER

- LANDSCAPE ARCHITECTURE - CONSTRUCTION -
- HORTICULTURAL CARE -
- LIGHTING - IRRIGATION -
- DECORATIVE MASONRY - CONCRETE -

SEASONALSERVICES.COM  
262-392-3444



**THE GATHERING**  
**SINGLE-FAMILY SUBDIVISION – PRELIMINARY PLAT**  
**7/17/2025 Plan Commission Meeting**  
**Lurvey Property (SUMT0714999001)**

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Staff Report

Village of Summit, Wisconsin

Property Location: 543 S. Wayfare Trail

Property Owner: Mark & Eileen Lurvey

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**Possible Motion:** *Recommend Village Board conditionally approve the Final Plat subject to the following conditions being met prior to obtaining Village signatures:*

- A. *APPROVALS FROM ALL OBJECTING AND APPROVING BODIES: Petitioner shall satisfy all comments, conditions and concerns of the Village Engineer, Surveyor, and Planner, and all other objecting and approval authorities.*
- B. *APPROVALS OF SUPPORTING DOCUMENTATION FROM VILLAGE STAFF: The Stormwater Maintenance Agreement, Financial Guarantee amount and method, Declaration of Restrictions, Open Space Management Plan, Conservation Easement, and Village of Summit Parking Lot and Access Easement documents shall be reviewed and approved by Village Staff.*
- C. *SUBJECT TO REIMBURSEMENT OF EXPENSES. As a condition precedent to this Final Plat approval, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this final plat approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- D. *ONE YEAR TO SATISFY CONDITIONS. Subject to the Petitioner satisfying all of the aforementioned conditions and recording the plat within one year of the Village Board granting conditional approval of the final plat.*
- E. *REZONING. All conditions of Ordinance No. 138-2025 that conditionally rezoned the property from the A-1 Agricultural District to the A-2 Agricultural District and the R-3 Village Residential District – Conservation Development shall be met.*

**Summary:**

The applicant is requesting Final Plat approval for The Gathering Subdivision containing 12 single-family lots and an outlot. The Village Board, following a recommendation from Plan Commission, conditionally approved a rezone and preliminary plat at their January 9, 2025 meeting. The following is an updated review by the Village's Engineer and Surveyor and the Planner's list of conditions from the preliminary plat with follow up comments provided in red ink. The rezone ordinance is also included in the meeting packet. **All applicable conditions have been met.**

### **Surveyor and Engineer Conditions:**

The Village Engineer is currently reviewing updated Civil and Stormwater Management Plans. A review will be provided at the meeting. A Stormwater Maintenance Agreement is also currently being reviewed by the Engineering Department. The applicant is submitting a Financial Guarantee for construction of the stormwater management facilities and ditching in the road right-of-way. The amount of financial guarantee has been approved by the Engineering Department and is being considered by the Village Board at their meeting on July 10th.

It was determined that the proposed improvements do not require a Developer's Agreement. The applicant will be applying for a permit to excavate or fill within the road right-of-way in accordance with Section 24-31.

The Village's Signatures need to be updated to reflect Debra Michael as the Administrator – Clerk/Treasurer for all three Village signature blocks.

### **Planner Conditions:**

1. Approval of the subdivision plat is subject to the rezoning being approved by Village Board. **Condition met.**
2. The Fire Department is reviewing the need for any fire suppression requirements. Any recommended conditions of the Fire Department shall be considered by Village Board. **The Village has not required the placement of cisterns on recent subdivision plats and there is no ordinance for in-lieu payment at this time.**
3. The subdivision shall be subject to no further land division unless a public road is constructed. **Condition met, note on plat.**
4. The trees that were planted along the existing public roads shall be protected via a landscape easement granted to the HOA or through restrictions stated in the subdivision's declaration of restrictions. **Condition met, except that Section 4.8 of the Declaration of Restrictions shall refer to the Landscape Plan rather than the Preliminary Plat.**
5. A copy of the subdivision declaration of restrictions and open space management plan shall be submitted to the Village for review and approval prior to the submittal of a Final Plat. **These documents are being reviewed. I recommend the open space management plan be incorporated as an exhibit to the Declaration of Restrictions.**
6. It is recommended that the areas of wetland, floodplain, primary environmental corridor, and a potential trail buffer be placed in a conservancy easement granted to either Waukesha County, Village of Summit or a nonprofit organization. **Easements are being granted to WLC and Village of Summit. The Village of Summit also requested that the Declaration of Restrictions include language that although trails are private, the public can use them provided they are respectful and pick up after their dogs and that the homeowners reserve the right to ask people to leave. The applicant provided language in Section 5.4 of the Declaration of Restrictions and agreed to provide related signage. It does not appear that there is an easement document drafted between the property owner and Village of Summit. This easement will need to be drafted and reviewed and approved by the Village.**
7. Wetland, Floodplain, and Primary Environmental Corridor resource restrictions shall be added to the Final Plat. The restrictions should allow the construction of a trail subject to approvals from the Village of Summit, DNR, and ACOE. **Condition met.**
8. The resource boundaries shall be clearly labeled. These boundaries may need to be shown on separate sheets. **Condition met.**
9. "SL" shall be labeled. **Condition met.**

10. The dotted area shall be labeled. **Condition met.**
11. The building envelopes can be revised on Lots 1-11 to be 20 ft. from the local subdivision roads in accordance with the R-3 Residential standards. If the developer would like to be more restrictive, the setback shall be noted on the plat and a statement shall be added that the setback is more restrictive than the Village of Summit Zoning Ordinance and cannot be modified. **Condition Met. However, it appears that the notes in the Declaration of Restrictions were modified for the rear yard setback from 35 ft. to 25 ft., which now aligns with the ordinance. Notes related to being more restrictive can be removed from Section 2.5 of the Declaration of Restrictions.**
12. Written documentation shall be presented to the Village from the Waukesha County Environmental Health Division stating that each lot is suitable for a septic system. The soil tests shall be reviewed by Village Staff to determine if minimum basement elevations need to be pre-established to prevent high groundwater from entering basements. **This condition is pending review.**
13. All septic systems shall be pre-planned and shown on the Final Plat. **The septic systems are shown on the Master Grading Plan, not Subdivision Plat. Staff felt this was reasonable.**
14. A Master Grading Plan shall be submitted for review and approval by Village Staff as such time the Final Plat is submitted. **This condition is pending review.**
15. If signage is proposed, the location, type, and size, shall be included as part of the Final Plat submittal. **No signage is proposed at this time. Section 5.10 of the Declaration of Restrictions refers to signage that has been erected by the developer. This note should be removed.**
16. If any additional landscaping is proposed, including the installation of fencing, a plan shall be submitted as part of the Final Plat submittal. **The landscape plan should be referenced in Section 4.8 of the Declaration of Restrictions instead of the Preliminary Plat. The landscape plan indicates that the trail material is to be determined, but the developer has indicated to the Engineering Department that a majority of the trail system will be paved.**
17. Easements shall be clearly marked. Document #'s shall be referenced. **Condition met.**
18. A note is required on the Final Plat that states "the adjacent subdivision located in the southwest corner of this plat, known as Lincolnwood West will be transferred to the Village of Dousman on or before 2048 and existing farm field located directly north of the Bark River will be transferred to the Village of Dousman on or before 2048. See Village of Dousman's Land Use Plan for categories." **Condition met.**
19. A determination shall be made by the Village regarding the parking lot placement, construction, and long-term maintenance responsibilities. **Condition met.**
20. The Village of Summit shall be given the ability to construct a parking lot in the area shown on the site plan as part of the conservation easement. **Condition met.**
21. A note shall be added to the Final Plat that the bridge is privately owned and the Village has no responsibility for the same. **Condition met.**

ORDINANCE NO. 138-2025

AN ORDINANCE  
TO CONDITIONALLY REZONE CERTAIN LANDS

IN THE VILLAGE OF SUMMIT AS PART OF THE ZONING AND SHORELAND PROTECTION ORDINANCE FROM THE A-1 AGRICULTURAL DISTRICT (SECTION 111-357) TO THE A-2 AGRICULTURAL DISTRICT (SECTION 111-358) AND THE R-3 VILLAGE RESIDENTIAL DISTRICT – CONSERVATION DEVELOPMENT (SECTION 111-349) ON PROPERTY LOCATED AT 543 S. WAYFARE TRAIL (SUMT0714999001).

THE AREAS TO BE ZONED A-2 AGRICULTURAL DISTRICT ARE LEGALLY DESCRIBED IN EXHIBIT A AND B AND THE AREAS TO BE ZONED R-3 VILLAGE RESIDENTIAL DISTRICT – CONSERVATION DEVELOPMENT ARE LEGALLY DESCRIBED IN EXHIBIT C AND D; AND TO CONDITIONALLY AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF SUMMIT.

WHEREAS, pursuant to Section 111-386(b)(1) of the Village Code, a petition has been filed by John Siepmann, Siepmann Realty (APPLICANT) on behalf of Mark and Eileen Lurvey Trust (PROPERTY OWNER), as the owner of certain lands in the Village of Summit, to rezone certain lands legally described in Exhibits “A-D” and illustrated in Exhibit “E”, and described as 543 S. Wayfare Trail (SUMT0714999001), which is incorporated herein by reference (the “Subject Lands); and

WHEREAS, said rezoning petition was submitted in order to rezone the Subject Lands from the A-1 Agricultural District (Section 111-357) to the A-2 Agricultural District (Section 111-358) and the R-3 Village Residential District – Conservation Development (Section 111-349) of Chapter 111 “Zoning and Shoreland Protection Ordinance” of the Village Code; and

WHEREAS, the Petitioner has provided the Village Clerk with the petition in triplicate form and the required fee pursuant to Village Code Section 111-386(b)(2) and all required data pursuant to Chapter 111 of the Village Code; and

WHEREAS, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all parties-in-interest as required by Section 111-387(b)(1)b. of the Village Code, the Village Plan Commission held a public hearing on December 19, 2024, as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, following the December 19, 2024 public hearing, the commissioners considered all the information presented at the public hearing; and

WHEREAS, the Plan Commission recommended approval of the rezoning petition of the Subject Lands, subject to certain conditions, to the Village Board; and

WHEREAS, the Village Board finds that this change to the Village Zoning and Shoreland Protection Ordinance is not subject to the super majority requirement of Section 66.10015, Wisconsin Statutes, related to down zoning because the Property Owner affected by this zoning ordinance requested and agreed to this change; and

WHEREAS, having determined that all procedural and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety, and welfare of the community and the immediate neighborhood in which said rezone will be located, and having given due consideration to the municipal problems involved as well as the impact on the community as to noise, dust, smoke, odor, and others, hereby determines that the rezoning will not violate the spirit or intent of Chapter 111 of the Village Code, will not be contrary to the public health, safety, or general welfare of the Village of Summit, will not be hazardous, harmful, noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factors and will not, for any other reason, cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the rezone is conducted pursuant to the following conditions and in strict compliance with the same and is consistent with the recommendations found in the Village of Summit master plan;

WHEREAS, the Village Board has included several conditions of its approval of the rezoning petition as defined and approved on January 9, 2025.

NOW, THEREFORE, the Village Board of the Village of Summit, Waukesha County Wisconsin, DOES ORDAIN AS FOLLOWS:

SECTION 1: The Zoning Map of the Village of Summit is hereby amended to rezone the Subject Lands from the A-1 Agricultural District (Section 111-357) to the A-2 Agricultural District (Section 111-358) and the R-3 Village Residential District – Conservation Development (Section 111-349) on property located at 543 S. Wayfare Trail (SUMT0714999001). The areas to be zoned A-1 Agricultural District are legally described in Exhibit A and B and the areas to be zoned R-3 Village Residential District – Conservation Development are legally described in Exhibit C and D. The wetland conservancy district and environmental corridor and floodplain overlay districts will remain unchanged. This rezoning is subject to the following conditions being met:

1. This rezone is not effective until a Subdivision Plat is reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds in substantial conformance with the Preliminary Plat revised on November 26, 2024 and presented at the December 19, 2024 Plan Commission meeting. A note shall be placed on the subdivision plat that no further land division is allowed unless a public road is constructed to the Village of Summit's satisfaction.

2. Lots 1-11 are subject to the conservation development requirements of Village Code Section 111-349(e)(3), or any more restrictive standards as may be required by any developer of Lots 1-11 part of the Subdivision Declaration of Restrictions.
3. Lot 12 is conditionally rezoned to the A-2 Agricultural District subject to the property being limited to the following uses:
  - A. Principal permitted uses:
    1. Apiculture (beekeeping).
    2. Grazing or pasturing of agricultural animals for the commercial purpose of food or fiber production, but not for dairy and pig/hog farming.
    3. Raising of field crops.
    4. Raising of livestock, except commercial feed lots and fur farms, for the commercial purposes of food or fiber production, but not for dairy and pig/hog farming.
    5. Single-family residential dwelling.
  - B. Accessory uses:
    1. Barns, sheds, and similar structures customarily accessory to a permitted agricultural use. Note: Agricultural structures may be permitted as a principal permitted use in accordance with Section 111-100(b)(4)a.
    2. Guest houses, provided such structure shall not be rented, leased or used continually for permanent habitation.
    3. Not more than three dogs or three cats, or a combination thereof, which are over the age of 12 months.
    4. Home occupation.
    5. Attached or detached private garages.
    6. Private greenhouses.
    7. Private residential outdoor recreational facilities.
    8. Private residential stable.
  - C. No conditional uses are allowed.
4. Outlot 1 is conditionally rezoned to the A-2 Agricultural District subject to the Outlot being owned in an undivided fractional ownership by all lot owners of the proposed subdivision for open space purposes. The Outlot may include limited amenities to enhance the space for open space purposes, such as the construction of a recreational trail, play area and fire pit. Provisions identifying the permitted uses and long-term maintenance responsibilities shall be included in the Subdivision Declaration of Restrictions and Open Space Management Plan, which shall be reviewed and approved by the Village of Summit Board, with a recommendation from Plan Commission, as part of the Final Plat review.

SECTION 2: The Village Planner is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Village of Summit.

SECTION 3: The Property Owner is hereby put on notice that the Village of Summit may rezone the lands or portions thereof subject to this conditional rezoning ordinance to the A-1 Agricultural District (Section 111-357) if the conditions of this ordinance are not fully complied with.

SECTION 3: SEVERABILITY.

The several sections and provisions of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which shall remain in full force and effect. Any other Ordinances whose terms are in conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication and subject to the conditions stated in Section 1, and this Ordinance is null and void and the current zoning shall be in effect with no further notice if said conditions are not complied with on the terms and conditions stated herein.

This Ordinance passed this 9<sup>th</sup> day of January, 2025.



VILLAGE OF SUMMIT

By: [Signature]  
Jack Riley, Village President

Attest: [Signature]  
Debra Michael, Village Administrator – Clerk/Treasurer

Published/Posted the 18 day of February 2025.  
APPROVAL OF SUBJECT PROPERTY OWNER

Dated this 6<sup>th</sup> day of February, 2025

SUBJECT PROPERTY OWNER

Mark & Eileen Lurvey Trust

By: Mark Lurvey Trustee  
Authorized Signatory

This instrument drafted by  
Amy Barrows, Village Planner

LANDS TO REZONED A-2: EXHIBIT A (LOT 12)

Being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the southwest corner of the Northwest 1/4 of said Section 35; thence South  $89^{\circ}08'08''$  East along the south line of said Northwest 1/4, 1354.55 feet; thence North  $18^{\circ}20'21''$  West, 421.01 feet; thence North  $01^{\circ}27'13''$  West, 176.59 feet to the Point of Beginning 2;

Thence North  $56^{\circ}00'55''$  West, 636 feet, more or less, to the centerline of the Bark River; thence northwesterly 1281 feet, more or less, along the centerline of said Bark River; thence South  $07^{\circ}20'21''$  East, 638 feet more or less, to the northerly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 310.68 feet along the arc of said curve to the left and said right of way line, whose radius is 409.78 feet and whose chord bears South  $21^{\circ}56'27''$  West, 303.29 feet; thence South  $87^{\circ}17'14''$  West, 270.00 feet to the Point of Beginning 2.

Said land containing 11.83 acres.

LANDS TO REZONED A-2: EXHIBIT B (OUTLET 1)

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning 1;

Thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River, thence northwesterly 1308 feet, more or less, along the centerline of said Bark River; thence South 56°00'55" East, 636 feet, more or less; thence South 01°27'13" East, 176.59 feet; thence South 18°20'21" East, 530.85 feet; thence North 69°06'17" East, 293.27 feet to a point on the west right of way line of South Wayfare Trail and a point on a curve; thence southeasterly 20.00 feet along the arc of said curve to the left, whose radius is 2995.34 feet and whose chord bears South 21°05'11" East, 20.00 feet to the north line of Certified Survey Map No. 6393; thence South 62°18'01" West along said north line, 797.18 feet to the northerly right of way line of Whitaker Lane and a point on a curve; thence northwesterly 5.26 feet along the arc of said curve to the left, whose radius is 592.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 58.88 feet; thence North 28°29'59" East, 300.00 feet; thence North 61°30'01" West, 480.00 feet; thence North 64°22'03" West, 154.05 feet; thence North 73°49'36" West, 166.88 feet; thence South 11°08'36" West, 300.00 feet to the aforesaid northerly right of way line of Whitaker Lane and a point on a curve; thence northwesterly 132.43 feet along the arc of said curve to the left, whose radius is 651.67 feet and whose chord bears North 84°40'43" West, 132.20 feet; thence South 89°29'59" West along said northerly right of way line, 80.00 feet to the Point of Beginning 1.

Said land containing 18.44 acres.

LANDS TO REZONED R-3:

EXHIBIT C (LOTS 1-4)

Being a part of the Northwest 1/4 of the Southwest 1/4 and a part of the Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South  $00^{\circ}30'01''$  East along the west line of said Southwest 1/4, 56.19 feet; thence North  $89^{\circ}29'59''$  East and then along the northerly right of way line of Whitaker Lane, 140.00 feet to a point of curvature; thence southeasterly 132.43 feet along the arc of said curve to the right, whose radius is 651.67 feet and whose chord bears South  $84^{\circ}40'43''$  East, 132.20 feet to the Point of Beginning 3;

Thence North  $11^{\circ}08'36''$  East, 300.00 feet; thence South  $73^{\circ}49'36''$  East, 166.88 feet; thence South  $64^{\circ}22'03''$  East, 154.05 feet; thence South  $61^{\circ}30'01''$  East, 480.00 feet; thence South  $28^{\circ}29'59''$  West, 300.00 feet to the aforesaid northerly right of way line of Whitaker Lane; thence North  $61^{\circ}30'01''$  West along said northerly right of way line, 513.00 feet to a point of curvature; thence northwesterly 197.41 feet along the arc of said curve to the left, whose radius is 651.67 feet and whose chord bears North  $70^{\circ}10'43''$  West, 196.66 feet to the Point of Beginning 3.

Said land containing 5.19 acres.

LANDS TO REZONED R-3:

EXHIBIT D (LOTS 7-11)

Being a part of the Northeast 1/4 of the Southwest 1/4 and a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 89°08'08" East along the north line of said Southwest 1/4, 1354.55 feet to the Point of Beginning 4;

Thence South 18°20'21" East, 109.84 feet; thence North 69°06'17" East, 293.27 feet to the westerly right of way line of South Wayfare Trail and a point on a curve; thence northwesterly 133.63 feet along the arc of said curve and said right of way line, whose radius is 2995.34 feet and whose chord bears North 19°37'02" West, 133.62 feet; thence North 18°20'21" West along said right of way line, 350.00 feet to a point of curvature; thence northwesterly 132.74 feet along the arc of said curve to the right and said right of way line, whose radius is 409.78 feet and whose chord bears North 09°03'32" West, 132.16 feet; thence South 87°17'14" West, 270.00 feet; thence South 01°27'13" East, 176.59 feet; thence South 18°20'21" East, 421.01 feet to the Point of Beginning 4.

Said land containing 4.36 acres.



# Memo

To: Amy Barrows  
From: Chris Siepmann  
cc: John Siepmann  
Date: June 20, 2025  
Re: The Gathering

---

Amy,

In preparation for the 6/30 Staff Meeting, we are submitting the following documents for The Gathering subdivision (6 sets-11" x 17", 1-full size set, pdf's via DropBox Link (via email):

- Final Plat Review Application & required fee (\$150.00)
- Final Plat
- Construction Plans
- Declaration of Restrictions
- Landscape Plan
- Conservancy Easement
- Stormwater Management Plan
- Open Space Management Plan

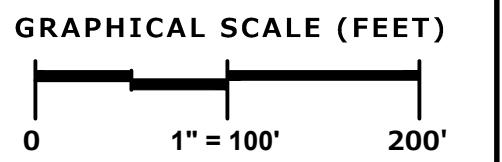
We look forward to discussing the project on June 30.

In the meantime, please call or email with any further questions.

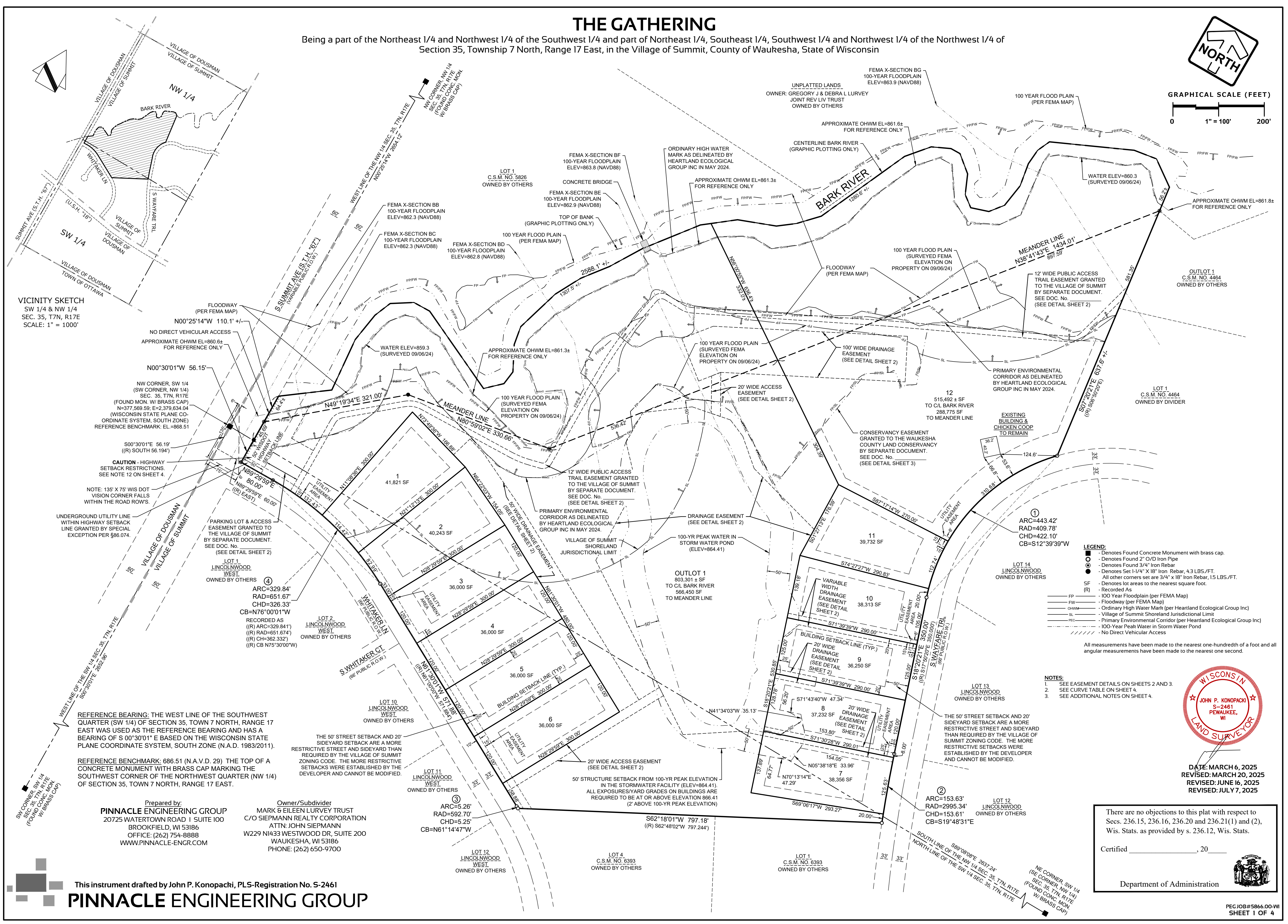
~Chris

# THE GATHERING

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin

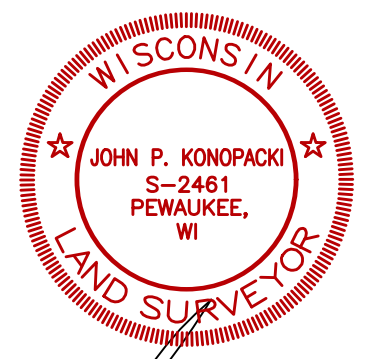


**VICINITY SKETCH**  
SW 1/4 & NW 1/4  
SEC. 35, T7N, R17E  
SCALE: 1" = 1000'



- LEGEND:**
- - Denotes Found Concrete Monument with brass cap.
  - - Denotes Found 2" O/D Iron Pipe
  - - Denotes Found 3/4" Iron Rebar
  - - Denotes Set 1-1/4" X 18" Iron Rebar, 4.3 LB5./FT.
  - - All other corners set are 3/4" x 18" Iron Rebar, 1.5 LB5./FT.
  - - Denotes lot areas to the nearest square foot.
  - - Recorded As
  - - 100 Year Floodplain (per FEMA Map)
  - - Floodway (per FEMA Map)
  - - Ordinary High Water Mark (per Heartland Ecological Group Inc)
  - - Village of Summit Shoreland Jurisdictional Limit
  - - Primary Environmental Corridor (per Heartland Ecological Group Inc)
  - - 100 Year Peak Water in Storm Water Pond
  - - No Direct Vehicular Access

- NOTES:**
1. SEE EASEMENT DETAILS ON SHEETS 2 AND 3.
  2. SEE CURVE TABLE ON SHEET 4.
  3. SEE ADDITIONAL NOTES ON SHEET 4.

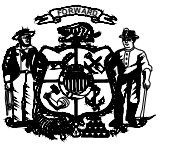


DATE: MARCH 6, 2025  
REVISED: MARCH 20, 2025  
REVISED: JUNE 16, 2025  
REVISED: JULY 7, 2025

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

Department of Administration



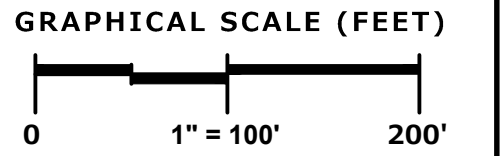
Prepared by:  
**Pinnacle Engineering Group**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888  
WWW.PINNACLE-ENGR.COM

Owner/Subdivider:  
MARK & EILEEN LURVEY TRUST  
C/O SIEPMANN REALTY CORPORATION  
ATTN: JOHN SIEPMANN  
W229 N1433 WESTWOOD DR, SUITE 200  
WAUKESHA, WI 53186  
PHONE: (262) 650-9700

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461  
**PINNACLE ENGINEERING GROUP**

# THE GATHERING

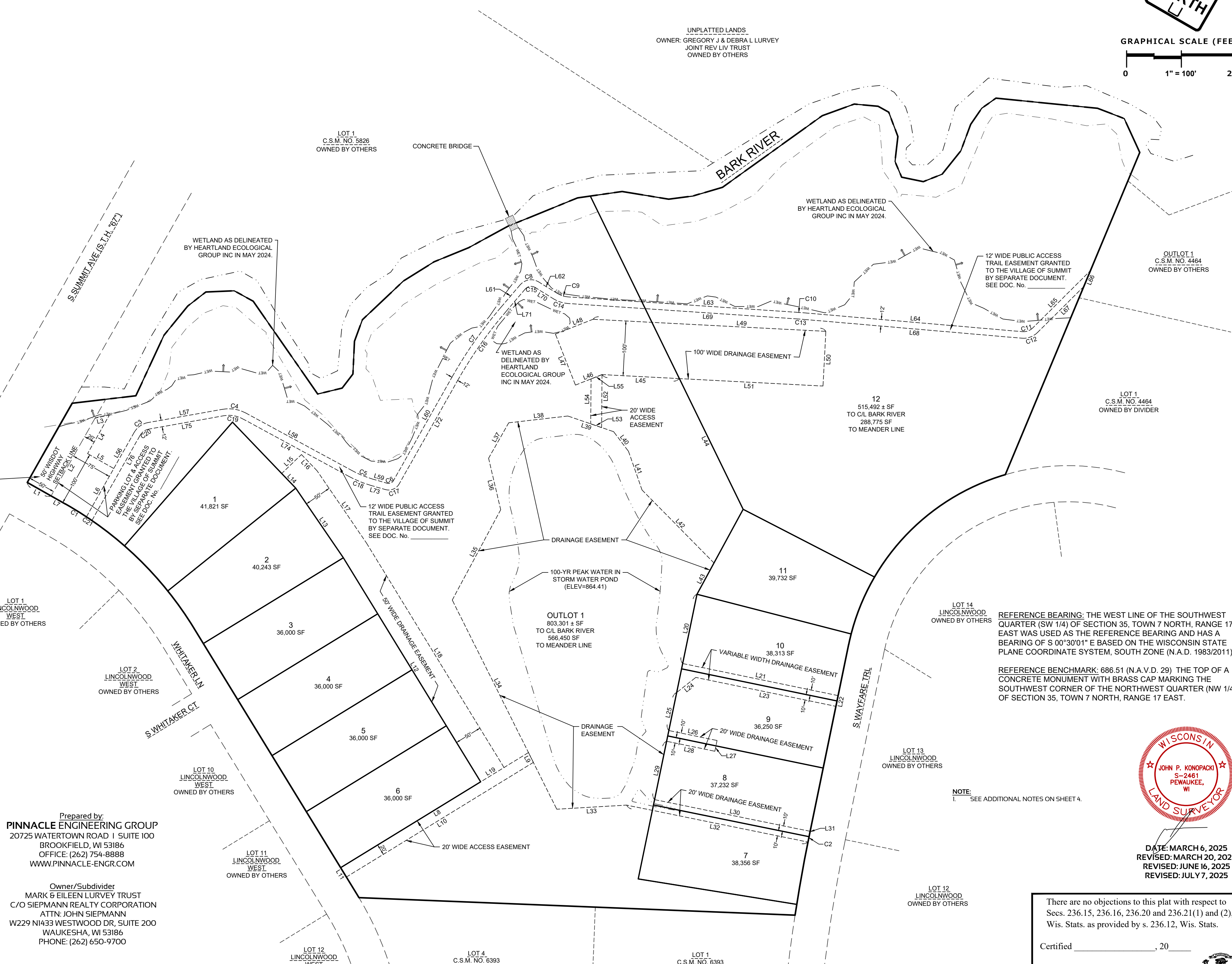
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



LINE NO.	BEARING	DISTANCE
L1	N89°29'59"E	50.00'
L2	N00°30'01"W	163.00'
L3	N47°30'45"E	26.91'
L4	S00°30'01"E	81.00'
L5	N89°29'59"E	55.00'
L6	S00°30'01"E	101.56'
L7	S89°29'59"W	30.00'
L8	N28°29'59"E	402.38'
L9	S56°33'22"E	20.07'
L10	S28°29'59"W	400.65'
L11	N61°30'01"W	20.00'
L12	N61°30'01"W	480.00'
L13	N64°22'03"W	154.05'
L14	N73°49'36"W	37.00'
L15	N16°10'24"E	50.00'
L16	S73°49'36"E	41.14'
L17	S64°22'03"E	159.44'
L18	S61°30'01"E	481.25'
L19	S28°29'59"W	50.00'
L20	S18°20'21"E	129.18'
L21	N71°39'39"E	290.00'
L22	S18°20'21"E	20.00'
L23	S71°39'39"W	261.44'
L24	S21°31'12"W	44.56'
L25	S18°20'21"E	70.79'
L26	N71°39'39"E	90.00'
L27	S18°20'21"E	20.00'
L28	S71°39'39"W	90.00'
L29	S18°20'21"E	108.77'
L30	N71°30'28"E	290.00'
L31	S18°20'21"E	2.00'
L32	S71°30'12"W	338.03'
L33	S56°39'39"W	127.83'
L34	N56°33'22"W	426.98'
L35	N01°47'34"W	187.15'
L36	N43°14'07"W	96.56'
L37	N00°20'25"W	74.46'
L38	N53°26'31"E	108.61'
L39	N78°51'54"E	88.32'
L40	S67°12'40"E	45.00'
L41	S49°20'14"E	75.00'
L42	S74°35'59"E	187.00'
L43	S01°27'13"E	65.00'
L44	N56°00'55"W	265.51'
L45	S62°57'46"W	141.50'
L46	S38°32'19"W	52.18'
L47	N51°27'41"W	100.00'
L48	N38°32'19"E	73.82'
L49	N62°57'46"E	425.82'
L50	S27°02'14"E	100.00'
L51	S62°57'46"W	262.67'

LINE NO.	BEARING	DISTANCE
L52	S29°33'47"E	96.73'
L53	S78°51'54"W	21.08'
L54	N29°33'47"W	82.02'
L55	N38°32'19"E	21.56'
L56	N00°30'01"W	177.47'
L57	N49°53'32"E	138.17'
L58	N88°26'30"E	220.13'
L59	N76°01'25"E	26.58'
L60	N00°30'48"W	217.06'
L61	N10°36'07"E	54.08'
L62	S88°21'11"E	40.06'
L63	N63°50'47"E	417.75'
L64	N64°55'57"E	395.22'
L65	N15°11'01"E	148.29'
L66	S07°20'21"E	31.33'
L67	S15°11'01"W	119.35'
L68	S64°55'57"W	395.22'
L69	S63°50'47"W	417.75'
L70	N88°21'11"W	40.06'
L71	S10°36'07"W	54.08'
L72	S00°30'48"E	217.06'
L73	S76°01'25"W	26.58'
L74	S88°26'30"W	220.13'
L75	S49°53'32"W	138.17'
L76	S00°30'01"E	178.41'

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	45.04'	651.67'	N88°31'14"W	45.03'
C2	18.00'	2995.34'	S18°30'41"E	18.00'
C3	31.66'	36.00'	N24°41'46"E	30.65'
C4	44.41'	66.00'	N69°10'01"E	43.57'
C5	42.05'	194.00'	N82°13'57"E	41.96'
C6	13.36'	10.00'	N37°45'19"E	12.39'
C7	156.36'	806.00'	N05°02'39"E	156.12'
C8	36.78'	26.00'	N51°07'28"E	33.79'
C9	21.35'	44.00'	N77°44'48"E	21.14'
C10	19.07'	1006.00'	N64°23'22"E	19.07'
C11	20.84'	24.00'	N40°03'29"E	20.19'
C12	31.26'	36.00'	S40°03'29"W	30.29'
C13	18.84'	994.00'	S64°23'22"W	18.84'
C14	27.17'	56.00'	S77°44'48"W	26.91'
C15	19.80'	14.00'	S51°07'28"W	18.19'
C16	154.03'	794.00'	S05°02'39"W	153.79'
C17	29.39'	22.00'	S37°45'19"W	27.25'
C18	44.65'	206.00'	S82°13'57"W	44.56'
C19	36.33'	54.00'	S69°10'01"W	35.65'
C20	21.11'	24.00'	S24°41'46"W	20.43'
C21	12.04'	651.67'	N86°00'41"W	12.04'



Prepared by:  
**PINNACLE ENGINEERING GROUP**  
 20725 WATERTOWN ROAD | SUITE 100  
 BROOKFIELD, WI 53186  
 OFFICE: (262) 754-8888  
 WWW.PINNACLE-ENGR.COM

Owner/Subdivider  
 MARK & EILEEN LURVEY TRUST  
 C/O SIEPMANN REALTY CORPORATION  
 ATTN: JOHN SIEPMANN  
 W229 NI433 WESTWOOD DR, SUITE 200  
 WAUKESHA, WI 53186  
 PHONE: (262) 650-9700

REFERENCE BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF S 00°30'01" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1983/2011).

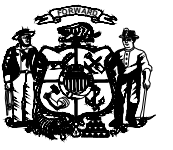
REFERENCE BENCHMARK: 686.51 (N.A.V.D. 29) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST.



DATE: MARCH 6, 2025  
 REVISED: MARCH 20, 2025  
 REVISED: JUNE 16, 2025  
 REVISED: JULY 7, 2025

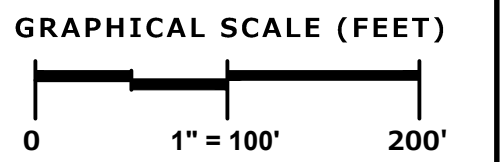
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_  
 Department of Administration

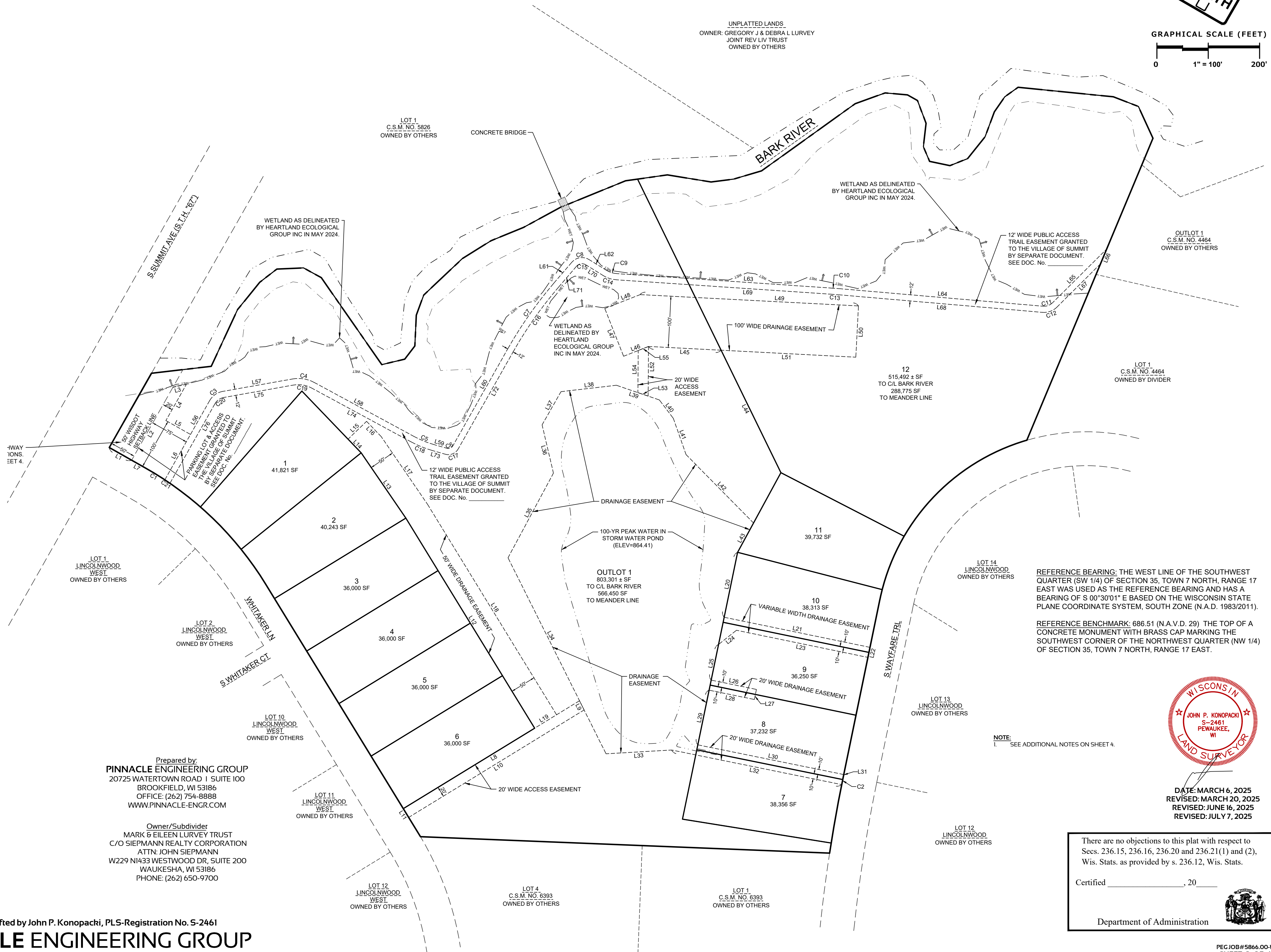


# THE GATHERING

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin



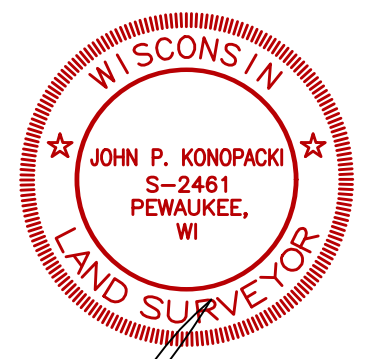
UNPLATTED LANDS  
OWNER: GREGORY J & DEBRA L LURVEY  
JOINT REV LIV TRUST  
OWNED BY OTHERS



REFERENCE BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF S 00°30'01" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (N.A.D. 1983/2011).

REFERENCE BENCHMARK: 686.51 (N.A.V.D. 29) THE TOP OF A CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWN 7 NORTH, RANGE 17 EAST.

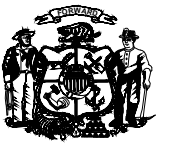
NOTE:  
1. SEE ADDITIONAL NOTES ON SHEET 4.



DATE: MARCH 6, 2025  
REVISED: MARCH 20, 2025  
REVISED: JUNE 16, 2025  
REVISED: JULY 7, 2025

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

Department of Administration 

Prepared by:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
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Owner/Subdivider  
MARK & EILEEN LURVEY TRUST  
C/O SIEPMANN REALTY CORPORATION  
ATTN: JOHN SIEPMANN  
W229 N1433 WESTWOOD DR, SUITE 200  
WAUKESHA, WI 53186  
PHONE: (262) 650-9700

# THE GATHERING

Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, County of Waukesha, State of Wisconsin

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110.1 feet, more or less to the centerline of the Bark River, thence northwesterly 2588.1 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 637.6 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said curve to the left and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°48'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 6393, 797.18 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'01" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 80.00 feet to the Point of Beginning.

Containing 1,734,740 ± square feet (39.8242 ± acres) of land to centerline of Bark River and 1,271,172 square feet (29.1821 ± acres) of land to meander line.

That I have made such survey, land division and map by the direction of MARK & EILEEN LURVEY TRUST, owner of said land.

That such plat 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 requirements of Chapter 236 of the Wisconsin State Statutes, the Village of Summit Land Division and Platting Ordinance and the Land Division Ordinance of Waukesha County in surveying, mapping and dividing the lands within the subdivision.

Date: MARCH 6, 2025  
Revised: MARCH 20, 2025  
Revised: JUNE 16, 2025  
Revised: JULY 7, 2025



John P. Konopacki  
Professional Land Surveyor S-2461

## OWNER'S CERTIFICATE OF DEDICATION

MARK & EILEEN LURVEY TRUST, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Trust caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

MARK & EILEEN LURVEY TRUST also certifies that this plat is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- Village of Summit
- Wisconsin Department of Administration
- Waukesha County Parks and Land Use Department
- Wisconsin Department of Transportation

IN WITNESS WHEREOF, the said MARK & EILEEN LURVEY TRUST, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of: MARK & EILEEN LURVEY TRUST

By \_\_\_\_\_

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY ) SS

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

Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

## VILLAGE PLAN COMMISSION APPROVAL CERTIFICATE

Resolved, that the plat known as THE GATHERING, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, is hereby approved by the Village Plan Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jack Riley, Village President

Debra Michael, Village Administrator-Clerk/Treasurer

## VILLAGE BOARD APPROVAL CERTIFICATE

Resolved, that the plat known as THE GATHERING, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, is hereby approved by the Village Board.

All conditions have been met as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jack Riley, Village President

I hereby certify the foregoing is a true and correct copy of a resolution adopted by the Village Board of the Village of Summit this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Debra Michael, Village Clerk

## VILLAGE OF SUMMIT TREASURER'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, Sarah Lavalliere, being duly appointed, qualified and acting Treasurer of the Village of Summit, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of \_\_\_\_\_, 20\_\_\_\_ on any of the lands included in the plat of THE GATHERING.

Date \_\_\_\_\_

Sarah Lavalliere, Village Treasurer

## WAUKESHA COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, Pamela F. Reeves, being duly elected appointed, qualified and acting County Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unpaid taxes and no unredeemed tax sales or special assessments as of \_\_\_\_\_, 20\_\_\_\_ on any of the lands included in the plat of THE GATHERING.

Date \_\_\_\_\_

Pamela F. Reeves, County Treasurer

## NOTES:

- All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
- Dimensions along curves are arc lengths.
- FLOOD ZONE CLASSIFICATION:** The property lies with in Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map Community Panel No. 55133C0164H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chances.
- OUTLOT STATEMENT:** Each individual lot owner of Lots 1-12 shall have an undividable fractional ownership in Outlot 1. The Village of Summit and Waukesha County shall not be liable for any fees or special assessments in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency. Outlot 1 is intended for open space, storm water management, a parking lot and public/private trails. Easements within Outlot 1 and who the easements are granted to are noted on this plat. The easement areas will be maintained by The Gathering Homeowners Association until such time as the Grantee to the easement improves the easement area. At that time, the improved easement will be maintained by the Grantee. All other areas within Outlot 1 are maintained by The Gathering Homeowners Association.
- All lands within areas labeled "drainage easement" are reserved for storm water collection, conveyance, treatment or infiltration. All drainage and access easements are granted to The Gathering Homeowners Association and the Village of Summit. No buildings or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt storm water flows in any way. There is a separately recorded Storm Water Management Practice Maintenance Agreement (see Document No. \_\_\_\_\_) that contains specific maintenance requirements for these areas. The drainage easements are to be maintained by The Gathering Homeowners Association. The Village of Summit or their designee is authorized access in the drainage easements for purposes of inspecting the storm water management practices or enforcing the terms of the Maintenance Agreement.
- Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under Article IX Section 1, of the State Constitution.
- Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
- The concrete bridge shown over the Bark River is privately owned. The Village of Summit has no responsibility for the same.
- No further land division is allowed unless a public road is constructed.
- The public trail easement shown on this plat is granted to the the Village of Summit. The construction of the trail is subject to approvals from the Village of Summit, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. The public trail easement is for public use.
- The adjacent subdivision located in the southwest corner of this plat, known as Lincolnwood West, and the existing farm fields located directly north of the Bark River (SUMT0714999004 & SUMT0714999), will be transferred to the Village of Dousman on or before 2048. See Village of Dousman's Land Use Plan for categories
- Setback Note: There shall be no improvements or structures placed between the highway (S.T.H. 67) and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Access Note: §233.05(1) As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table 1. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

## WETLAND/FLOODPLAIN/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

Those areas of land identified as Wetland/Floodplain/Primary Environmental Corridor on this Subdivision Plat shall be subject to the following restrictions:

- Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Summit. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Summit, shall also be permitted.
- Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted subject to the approval of the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings is prohibited.
- The proposed trail and parking lot to be located within their respective easements are allowed in the floodplain and primary environmental corridor. This includes grading, filling and topsoil removal and the removal of vegetative cover in order to construct the trail and parking lot. No filling is allowed within the floodplain area when constructing them. The trail and parking lot are subject to approval by the Village of Summit, Wisconsin Department of Natural Resources and the Army Corps of Engineers.

## BASEMENT RESTRICTION - GROUNDWATER

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

## UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by MARK & EILEEN LURVEY TRUST, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee, and

WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Prepared by:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888  
WWW.PINNACLE-ENGR.COM

Owner/Subdivider  
MARK & EILEEN LURVEY TRUST  
C/O SIEPMANN REALTY CORPORATION  
ATTN: JOHN SIEPMANN  
W229 N1433 WESTWOOD DR, SUITE 200  
WAUKESHA, WI 53186  
PHONE: (262) 650-9700

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

**PINNACLE ENGINEERING GROUP**



**TONY EVERS**  
GOVERNOR  
**KATHY BLUMENFELD**  
SECRETARY  
**Plat Review**  
PO Box 1645, Madison WI 53701  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<https://doa.wi.gov/platreview>

June 18, 2025

John Konopacki  
PINNACLE ENGINEERING GROUP LLC  
[john.konopacki@pinnacle-engr.com](mailto:john.konopacki@pinnacle-engr.com)

FILE NO. 122087  
The Gathering  
Village of Summit, Waukesha County

Dear John Konopacki:

You have submitted the preliminary plat of The Gathering for review. The Department of Administration does not object to this preliminary plat and certifies it as complying with the requirements of: s. 236.16, and s. 236.20 Wis. Stats.; ch. Trans 233, Wis. Admin. Code.; the Waukesha County Planning Agency. Certification of this plat does not include review for compliance with requirements relating to private sewage systems.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

We have examined and find that this preliminary plat appears to conform with the applicable layout requirements of ss. 236.16 and 236.20, Wis. Stats.

s. 236.16 (3) The adjacent S. Summit Avenue/STH 67 right of way provides public access to the Bark River that meets the requirements of this section.

Note: The subdivision location must be given by 1/4 – 1/4 Section reference in the general location descriptions under the plat name on the final plat.

**DEPARTMENT OF TRANSPORTATION:**

The Department of Transportation is an objecting agency on this plat. On 11/22/2024 we transmitted the plat to them for review. On 02/18/2025, we were notified that they do not object to this plat with conditions to be met with the final plat.

**COUNTY PLANNING AGENCY:**

The Waukesha County Planning Agency is an objecting agency on this plat. On 11/22/2024 we transmitted copies to them for review. On 01/16/2025, we were notified that they do not object to this plat with conditions to be met with the final plat.

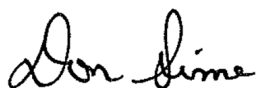
Local government units, during their review of the plat, will resolve, when applicable, that the plat:

- complies with local ordinances;
- conforms with areawide water quality management plans, if sewerage;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities.

If there are any questions concerning this review or preparation and submittal of the final plat, please contact our office as listed above

If there are any questions regarding private sewerage system review, please contact [Travis.Wagner@wisconsin.gov](mailto:Travis.Wagner@wisconsin.gov), Department of Safety and Professional Services.

Sincerely,

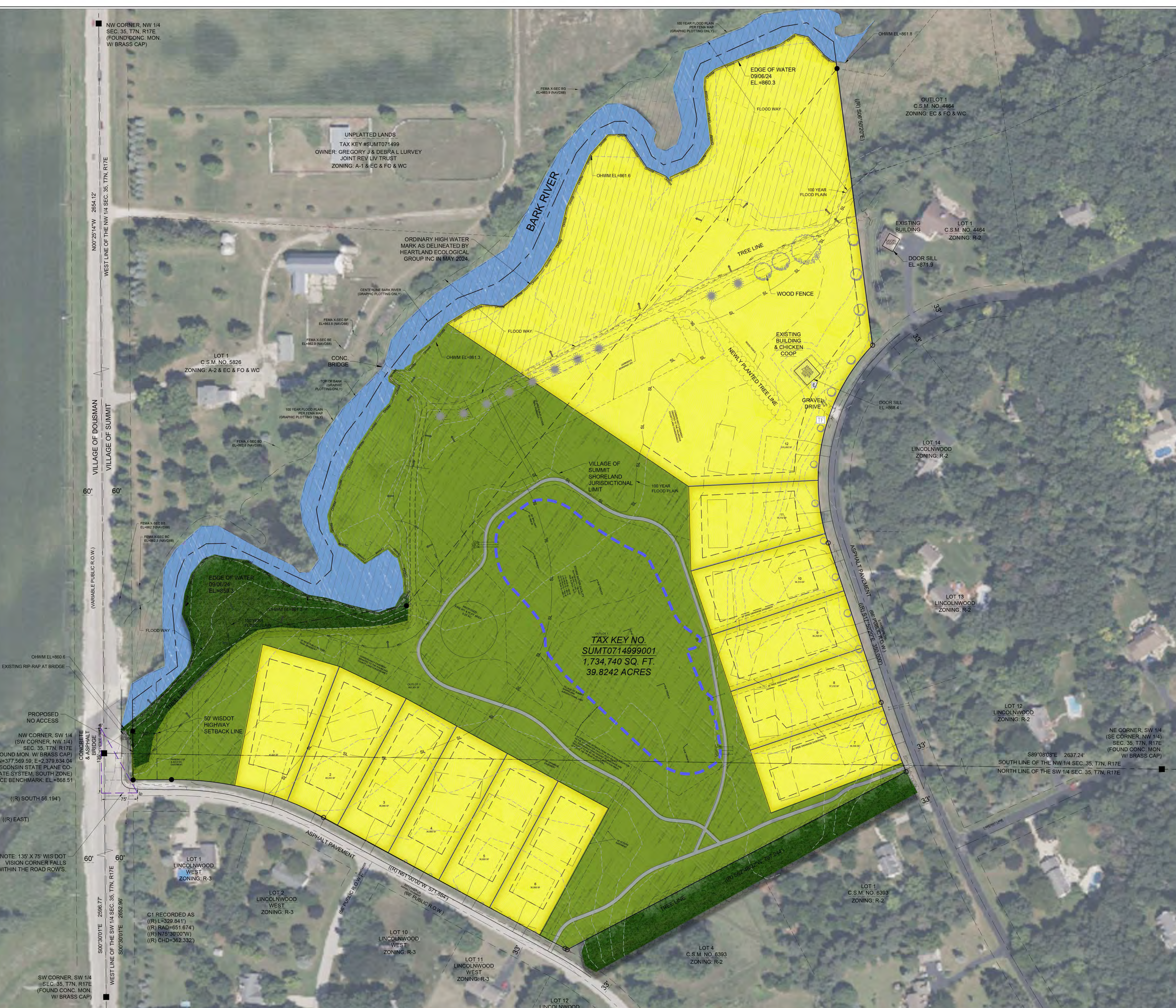
A handwritten signature in black ink that reads "Don Sime". The signature is written in a cursive, flowing style.

Don Sime, PLS  
Plat Review

cc: Mark & Eileen Lurvey Trust, Owner  
Clerk, Village of Summit  
Waukesha County Planning Agency  
Department of Transportation

PLAT RECEIVED FROM SURVEYOR ON 11/22/2024; REVIEWED ON 01/31/2025

THESE PLANS AND SPECIFICATIONS ARE COPYRIGHTED AND MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PINNACLE ENGINEERING GROUP, LLC.



**LEGAL DESCRIPTION:**  
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Northwest 1/4 and Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet; thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River; thence northwesterly 2588 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 658 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said curve to the left curve and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°48'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 6593, 797.19 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'11" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 60.00 feet to the Point of Beginning.

**GENERAL NOTES**

- Survey prepared for: MARK & EILEEN LURVEY TRUST
- Field work completed on SEPTEMBER 6, 2024.
- Flood Zone Classification: The property lies within in Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map Community Panel No. 55133004H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chances.
- Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Reference Benchmark: Monument with brass cap at the southwest corner of the Northwest 1/4 Section 35, Town 7 North, Range 17 East, Elevation = 686.51.
- Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20243418533 with a clear date of SEPTEMBER 1, 2024. The location and size of underground structures and utilities shown hereon have been located based on a reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Wetlands delineated by Heartland Ecological Group, Inc. MAY, 2024.
- Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
- Where the property being surveyed includes a water boundary, the parties relying on the survey should be aware that, (1) laws regarding the delineation between the ownership of the bed of navigable waters and the upland owner differ from state to state, (2) water boundaries are typically subject to change due to natural causes, and (3) as a result, the boundary shown hereon may or may not represent the actual location of the limit of title. The edge of water and ordinary high-water mark shown hereon was located on September 6, 2024.
- Soil tests performed by Butler Engineering Inc in November 2024.
- Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
- Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Access Note: §233.05(1) A) An owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat, it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table 1. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.
- Vision Corner: §233.105(2) No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height. This requirement is for Outlot 1 where Whitaker Lane connects to Summit Ave (S7H67).
- 12' wide public access trail easement dedicated to the Village of Summit or Waukesha County for public use. Construction of trail is subject to Village, DNR, and ACOE approvals.

**VILLAGE OF SUMMIT ZONING:**  
R-3 VILLAGE RESIDENTIAL DISTRICT CONSERVATION  
DENSITY FACTOR/AREA PER DWELLING UNIT = 28,000 SF  
MINIMUM TOTAL OPEN SPACE = 40% OF PROJECT AREA  
MINIMUM LOT AREA = 20,000 SF  
MINIMUM LOT WIDTH = 120' AT BUILDING SETBACK  
(PROPOSING 120' AT 30')  
MAXIMUM IMPERVIOUS AREA = 10,500 SF OR 15% OF LOT AREA, WHICHEVER IS GREATER  
LOCAL STREET SETBACK = 20' (PROPOSING 50')  
MINIMUM SIDE YARD = 20'  
MINIMUM REAR YARD = 25'  
MINIMUM WETLAND SETBACK = 25'  
MINIMUM SETBACK FROM OHWM = 75'

**PROPOSED NUMBER OF LOTS: 12**  
**PROPOSED NUMBER OF OUTLOTS: 1**

**PROJECT ENGINEER/SURVEYOR:**  
ANTHONY S. ZANON, P.E.  
JOHN P. KONOPACKI, P.L.S.  
PINNACLE ENGINEERING GROUP  
20725 WATERTOWN ROAD, SUITE 100  
BROOKFIELD, WI 53186  
(262) 754-8888  
tony.zanon@pinnacle-engr.com

**OWNER/DEVELOPER:**  
MARK & EILEEN LURVEY TRUST  
C/O SIEPMANN REALTY CORPORATION  
ATTN: JOHN SIEPMANN  
W240 N1221 PEWAUKEE ROAD  
WAUKESHA, WI 53188  
(262) 650-9700  
john@siepmannrealty.com

**LEGEND OF SYMBOLS & ABBREVIATIONS**

○ SANITARY MANHOLE	△ FIBER OPTIC MARKER	— SIGN
⊙ STORM MANHOLE	□ FIBER OPTIC MANHOLE/VAULT	⊠ MAIL BOX
⊙ STORM INLET	⊞ TELEPHONE PEDESTAL	⊡ FLAG POLE
⊙ CLEANOUT	⊙ TELEPHONE MANHOLE/VAULT	⊙ BASKETBALL HOOP
⊙ CATCH BASIN	⊞ TELEPHONE MARKER	⊙ BOLLARD
⊙ LATERAL	⊞ TRANSFORMER	⊙ CROSS CUT
⊙ UNKNOWN MANHOLE	⊞ ELECTRIC METER PEDESTAL	⊙ IRON PIPE
⊙ WELL	⊞ ELECTRIC MANHOLE/VAULT	⊙ IRON REBAR ROD
⊙ HYDRANT	⊞ CABLE TV RISER/BOX CABLE	⊙ MAG NAIL
⊙ WATER VALVE	⊞ TV MANHOLE/VAULT	⊙ SECTION MONUMENT
⊙ DOWN SPOUT	⊞ GAS VALVE	⊙ BENCH MARK
⊙ SPRINKLER VALVE	⊞ GAS METER	⊙ CONIFER TREE
⊙ WATER SHUT OFF	⊞ GAS MARKER	⊙ DECIDUOUS TREE
⊙ STANDPIPE	⊞ AIR CONDITIONING UNIT	⊙ BUSH
⊙ WATER MANHOLE	⊞ VENT	⊙ WETLAND SYMBOL
⊙ FLOOD LIGHT	⊞ DIRECTIONAL ARROW	⊙ CL - CENTERLINE
⊙ LIGHT POLE	⊞ DUMPSTER	⊙ CONC - CONCRETE
⊙ TRAFFIC SIGNAL POLE	⊞ HANDICAP STALL	⊙ EL - ELEVATION
⊙ UTILITY POLE	⊞ SPOT ELEVATION	⊙ EXT - EXISTING
⊙ GUY WIRE	⊞ SANITARY SEWER	⊙ INV - INVERT
⊙ SANITARY SEWER	⊞ STORM SEWER	⊙ MON - MONUMENT
⊙ P.O.B - POINT OF BEGINNING	⊞ WATER MAIN	⊙ P.O.C - POINT OF COMMENCEMENT
⊙ P.O.C - POINT OF COMMENCEMENT	⊞ FIBER OPTIC LINE	⊙ R.O.W - RIGHT OF WAY
⊙ R.O.W - RIGHT OF WAY	⊞ TELEPHONE LINE	⊙ SEC - SECTION
⊙ SEC - SECTION	⊞ ELECTRIC LINE	⊙ SQ.FT - SQUARE FEET
⊙ SQ.FT - SQUARE FEET	⊞ OVERHEAD WIRES	⊙ W - WITH
⊙ W - WITH	⊞ CABLE TELEVISION	⊙ (R) - RECORDED AS
⊙ (R) - RECORDED AS	⊞ GAS MAIN	⊙ (D) - DEEDED AS
⊙ (D) - DEEDED AS	⊞ WETLANDS	⊙ NO ACCESS
⊙ NO ACCESS	⊞ TREE LINE	
	⊞ NO ACCESS	

**VICINITY SKETCH**  
SW 1/4 & NW 1/4 SEC. 35, T7N, R17E  
1" = 2000'

**REVISIONS**

1. GRADING LOTS 7-12	02-27-25
2. VILLAGE/DNR COMMENTS	06-11-25

**SHEET**  
L-1  
L-1

**COLOR EXHIBIT**

**PINNACLE ENGINEERING GROUP**  
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:  
20725 WATERTOWN ROAD  
BROOKFIELD, WI 53186  
(262) 754-8888  
CHICAGO | MILWAUKEE - NATIONWIDE

PLAN | DESIGN | DELIVER  
www.pinnacle-engr.com

**THE GATHERING**  
PART OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4,  
SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 35, T7N, R17E,  
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

**COLOR EXHIBIT**

**REVISIONS**

1. GRADING LOTS 7-12	02-27-25
2. VILLAGE/DNR COMMENTS	06-11-25

**SHEET**  
L-1  
L-1

**COLOR EXHIBIT**

FOR REVIEW

# THE GATHERING

VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

## LANDSCAPE PLAN

Drawn by Karen A. Slepman  
 January 30, 2025  
**REVISED JULY 7, 2025**

**NOTES**

All planting beds to be mulched with shredded hardwood bark.

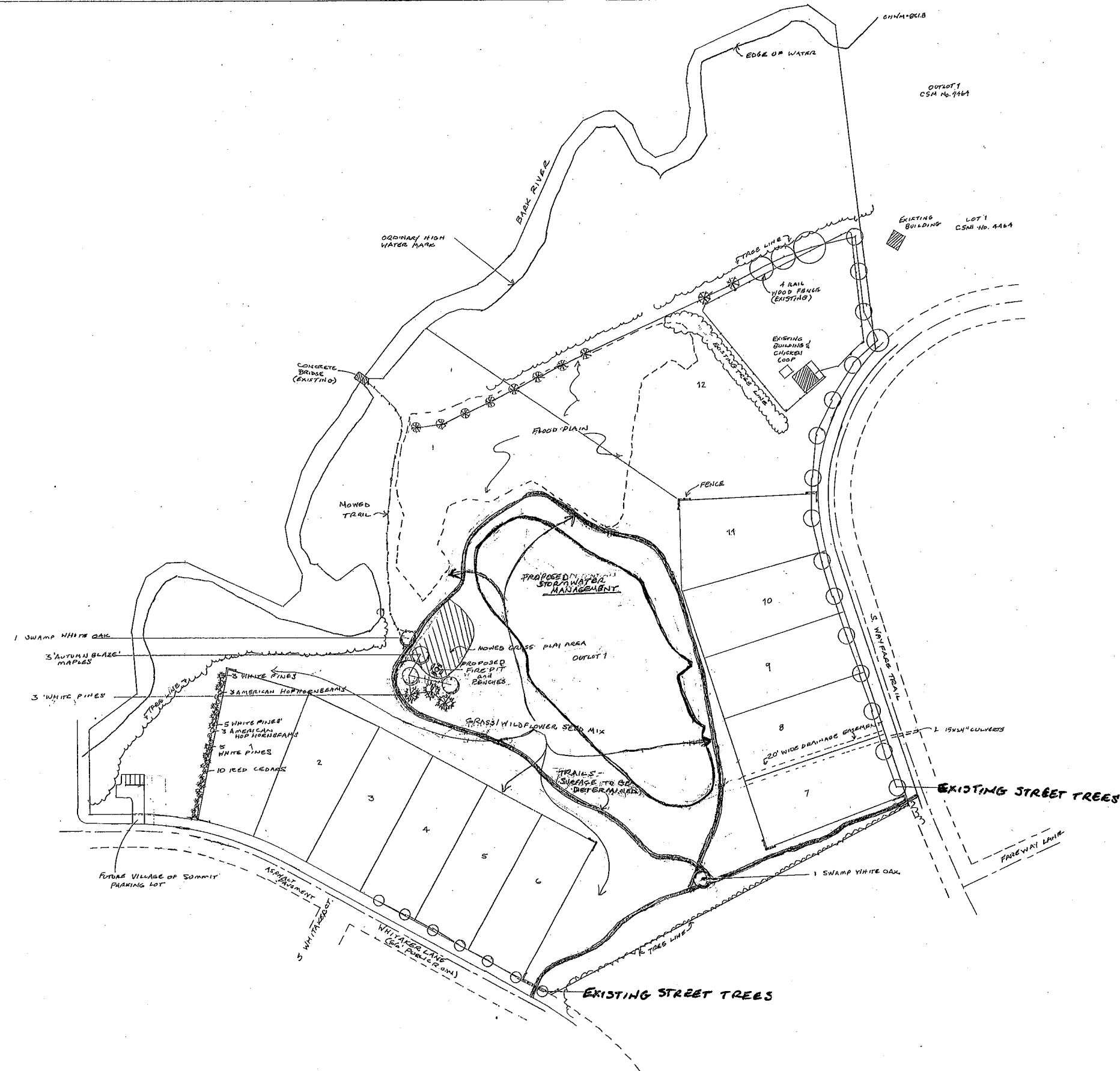
All plants to be guaranteed for one year.

All plants to be watered at time of planting.

\*Locate all underground utilities before digging.  
 DIGGER'S HOTLINE  
 1-800-242-8511

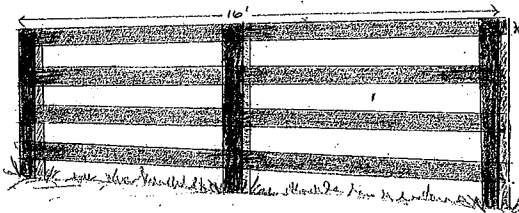
**Slepman**  
 REALTY CORPORATION

W240 N1221 Pewaukee Road  
 Waukesha, WI 53188  
 262-650-9700



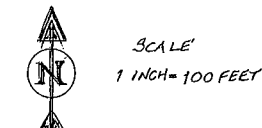
**The Gathering Plant List**

Deciduous Trees		Quantity	Size
Scientific Name	Common Name		
Acer x freemanii 'Jeffersred'	Freeman Maple	3	1 1/2"
Ostrya virginiana	American Hophornbeam	6	1 1/2"
Quercus bicolor	Swamp White Oak	2	1 1/2"
Evergreens		Quantity	Size
Juniperus virginiana	Red Cedar	10	4'
Pinus strobus	Eastern White Pine	16	4'



FENCE TO MATCH FANNETTE FENCE ON LOT 12  
 \* NOT DRAWN TO SCALE

← SYMBOL ON PLAN REPRESENTS 16 FOOT FENCE SECTIONS



**DECLARATION OF  
RESTRICTIONS  
AND COVENANTS FOR  
THE GATHERING SUBDIVISION**

DOCUMENT NUMBER:

Drafted by and return to:  
John Siepmann  
Siepmann Realty Corp.  
W240 N1221 Pewaukee Rd  
Waukesha WI 53188

SUMT0714999001  
Parcel Identification Number(s) (PIN)

**THE GATHERING SUBDIVISION**  
**DECLARATION OF RESTRICTIONS AND COVENANTS**

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## DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

### THE GATHERING SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN REALTY CORP. is duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as the "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of THE GATHERING, being a subdivision of part of the SW ¼ and NW ¼ of the NW ¼ of Section 35, Town 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, (herein referred to as "THE GATHERING"). Developer intends to establish a general plan for the use, occupancy and enjoyment of THE GATHERING, and in furtherance of the general purpose set forth in Section I, below, does hereby declare for the mutual benefit of present and future owners of lands in THE GATHERING and any future stages of development added pursuant to Section 9.6, below (herein referred to individually as "Owner" and collectively as "Owners"), that THE GATHERING shall be subject to the following restrictions and covenants.

#### I. GENERAL PURPOSE

1.1. The general purpose of this Declaration of Restrictions and Covenants for THE GATHERING Subdivision (herein referred to as the "Declaration") is (1) to promote the harmonious development of THE GATHERING into a residential community of high quality while protecting the natural beauty and quality of the environment; (2) to help insure that THE GATHERING will become and remain an attractive community; (3) to preserve the open space within THE GATHERING; (4) to guard against the erection of poorly designed or proportioned structures; (5) to require harmonious use of materials; (6) to promote the highest and best residential development of THE GATHERING; (7) to require the erection of attractive homes in appropriate locations on building sites; (8) to require proper setbacks from streets and adequate free spaces between structures; and (9) in general, by such actions to maintain and enhance the value of investments made by purchasers of properties in THE GATHERING.

#### II. BUILDING RESTRICTIONS

2.1. All lots in THE GATHERING are restricted to the erection of a single one story, story and one-half, or two-story single family residence building with a minimum square footage of living space (excluding basement level areas) of two thousand (2,000) square feet but shall not exceed three thousand (3,000) square feet of living space (excluding basement level areas).

2.2. Each single-family residence in THE GATHERING must have a garage that accommodates at least 2 cars, that is attached to the residence directly or by breezeway or is located in the basement of the residence, and that is constructed at the same time as the residence (such single family residence and garages together shall be referred to herein as the "Building"). The maximum size of the garage portion of the Building shall conform to Village of Summit (hereinafter referred to as the "Village") ordinances. Garage entrances shall be located exclusively on the side or rear of the building. Notwithstanding the foregoing, a front-entry garage may be permitted, subject to prior written approval

from the Developer, in instances where side or rear-entry garages are deemed impractical. Canted or courtyard-style garage entrances shall be deemed compliant with this provision.

2.3. The exterior walls and fascia of the Building and any Permitted Improvements (as defined in Section 4.1, below) must be constructed of brick, stone, stucco, solid wood siding, Hardiplank, LP Smartside, Azek siding, or equivalents. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted on the exterior of the Building or any Permitted Improvements, except on soffits. Soffits (but not fascia) may be made of aluminum, vinyl or the siding materials permitted above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls or Azek, Miratec or their equivalents (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such exposed wall.

2.4. All two story and story and one-half Building roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for a porch roof, a shed-style roof or rear dormers on story and one-half Buildings. All one-story Building roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). All roofs shall be covered with either wood shakes, dimensional shingles or standing-seam metal roof accents.

2.5. The minimum setback from any abutting street right-of-way is fifty (50) feet (The Developer established the 50' street setback which is more restrictive than required by the Village of Summit Zoning Code and cannot be modified). The minimum side yard offset is twenty (20) feet. The minimum rear yard is twenty-five (25) feet (The RDeveloper established the 25' rear yard setback which is more restrictive than required by the Village of Summit Zoning Code and cannot be modified). Setbacks vary on Lots 7 & 8-See Final Plat for details.

2.6. Each Owner must obtain Approval of the plans and specifications outlined in Section 2.6.2, below (referred to hereinafter as "Design/Layout Plan"), prior to application for a building permit. For purposes of this Declaration, the term "Approval" shall mean the prior written approval of Developer. The Developer may assign its Approval right to the Association (as defined in Section 6.1, below) by a written instrument recorded with the Register of Deeds for Waukesha County, Wisconsin.

2.6.1. Before submitting Final Design/Layout Plans each Owner must submit at least one preliminary plan for review by Developer.

2.6.2. Each Owner must submit to Developer in connection with its application for Approval of the Design/Layout Plan three complete sets of the following final plans (3-full-size sets and 1-11" x 17" reduction) which shall incorporate the plan changes, if any, required by Developer as noted in its review of the preliminary plans:

- (a) Exterior elevations drawn to scale (1/4" = 1' minimum)
- (b) Floor plans drawn to scale (1/4" = 1' minimum)
- (c) Identification of all exterior building materials;
- (e) Stake-out survey showing the proposed location of the Building, existing and proposed yard grades and location of silt fences.

(f) Grading Plan showing the proposed location of the Building, existing and proposed yard grades and drainageways per the Master Grading Plan.

(g) The square footage of living area by floor.

(h) Other things that may be required from time to time as set forth in the Requirements and Guidelines.

2.6.3. Approval of the Design/Layout Plan shall be based upon the building and use restrictions contained herein and the **Requirements and Guidelines for Building Construction and Improvements for THE GATHERING Subdivision** (herein referred to as the "**Requirements and Guidelines**"), as may be adopted from time to time by Developer. Developer may assign its right to adopt **Requirements and Guidelines** to the Association by a written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin. **Owner shall obtain and review the Requirements and Guidelines from Developer prior to applying for Design/Layout Plan Approval.**

2.6.4. Design/Layout Plan Approval may be withheld if the design is too similar in appearance to other Buildings in close proximity.

2.6.5. If in the opinion of Developer the submitted plans do not comply with the THE GATHERING Requirements and Guidelines and the Declaration Developer may, at its option, but only with Owner's consent, refer the plans to a professional home designer for redesign so that the plans will comply with the THE GATHERING Requirements and Guidelines and Declaration. The Owner will be responsible for the payment of any fees charged by such professional.

### **III. CONSTRUCTION**

3.1. The Building must be constructed in accordance with the Design/Layout Plan which has received Approval and must be completed within twelve (12) months of the date the building permit is issued by the Village. A sodded or seeded lawn and a driveway paved with concrete, asphalt or brick must be installed within six (6) months of the date that the occupancy permit is issued by the Village.

3.2. Each Owner must adhere to the grading plan or any amendment thereto approved by the Village Engineer and on file with the Village ("Master Grading Plan"), and grade such Owner's lot in accordance with the Master Grading Plan. Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition (whether or not Owner complied with the Master Grading Plan), and the Owner is responsible for cost of the same. Each Owner, at the time of construction of the Building, shall also be responsible for grading its lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage onto neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical. Drainage ways shall be kept free of any obstructions. No plantings other than grass shall be permitted within 3 feet of side or rear lot lines without Approval. Each Owner must consult with the adjacent lot Owner to agree upon compatible grading of their common lot lines. Due to the varying terrain and drainage conditions on each lot following construction, neither Developer nor the Village shall be responsible for establishing lot line grades. The services of a professional engineer may be required to design a proper grading plan for any lot, the cost of which

shall be paid by the lot Owner(s). Final grading of the lot shall be completed within two months after the date that an occupancy permit has been issued for the Building (subject to delays caused by adverse weather conditions).

3.3. Electric transformers, cable TV and telephone equipment boxes have been placed by Developer to serve each lot. Any subsequent relocation, either horizontally or vertically, or modification of these equipment boxes shall require written authorization from the appropriate utility company or service provider and Approval. The lot Owner shall pay all costs of such relocation or modification.

3.4. Each Owner shall be responsible for installing and maintaining erosion control measures from the commencement of grading until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Owner's lot. These measures include, but are not limited to: installation of silt fence, hay/straw bales, and ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable areas. Any areas where erosion control measures have been compromised by weather, construction or any other event, shall be repaired within 7 days of damage. After every rainfall exceeding ½ inch and at least once per week, erosion control measures must be inspected by the Owner or the Owner's contractor, and any necessary maintenance or repairs made. Failure to comply with these requirements may result in sanctions against the Owner by the Village, the Wisconsin Department of Safety and Professional Services, and/or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the then current standards and specifications set forth in Wisconsin Department of Natural Resources Conservation Practice Standard and local ordinances.

3.5. All construction-related activity shall be confined to the Owner's lot unless the adjoining Owners have given permission to use their respective lots or outlots. In the event that landscaping on adjacent lots or outlots is disturbed during construction or grading, all disturbed areas shall be immediately restored with vegetation of like kind. In the event that eroded material is deposited onto a street or neighboring property, the Owner of the lot from which the material came shall be responsible for removing the material and restoring the street or neighboring property to its original condition.

3.6. Each Owner shall be responsible to Developer and the Village for the costs of repairing and replacing any street pavement, (including restoration of topsoil and lawn abutting the edge of pavement) which have been damaged during the course of constructing the Building and/or Permitted Improvements on the Owner's lot. In the event that the Village requires Developer to make such repairs or replacements at Developer's expense, the Owner shall be required to reimburse Developer for the cost of the repairs and replacements to the extent that such costs exceed the amount of the street damage bond of Owner, if any, held by Developer or the Village. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real

property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer from pursuing all other legal remedies.

**IV. IMPROVEMENTS/OWNER MAINTENANCE**

4.1. No buildings, outbuildings or other structures will be permitted on the Property except the Building, and except the following exclusive list of permitted improvements (“Permitted Improvements”), which are subject to the **Requirements and Guidelines** and require Developer Approval:

4.1.1. Fences of a decorative style. Chain link fences, privacy fences or fences which enclose an entire yard will not be allowed.

4.1.2. Deck structures constructed of wood or metal. Developer may, in its sole discretion, approve the use of artificial wood products on decks.

4.1.3. Gazebos.

4.1.4. Pool houses, not to exceed 200 square feet in area.

4.1.5. In-ground swimming pools. All swimming pool related pump, heater, filter and other equipment must be concealed in an enclosure located next to the Building to minimize the noise and visibility to neighboring properties. A different location for such pool equipment (with proper screening) may be allowed in special circumstances with Approval. Above-ground swimming pools are not permitted, except for seasonal pools. “Seasonal Pool” means a swimming/wading pool which is stored indoors during the months of October through May, does not exceed 5 feet in diameter or 20 square feet in water surface area and is not more than 18 inches high.

4.1.6. Retaining walls and decorative walls. Retaining walls and decorative walls must be constructed of natural stone or certain artificial modular stone products having a so-called “tumbled stone” effect and variations in the dimensions of the tumbled manufactured stone.

4.1.7. Berms.

4.1.8. The enclosed portion of any children’s outdoor playground equipment and play structures. Playground equipment and play structures without enclosures do not require Approval.

4.1.9. Dog kennels. Dog kennels shall be located immediately behind the Building, shall be no larger than 200 square feet in area with any fences screened from view by adequate landscaping. Doghouses may only be made of the siding materials permitted for Buildings in paragraph 2.3, above.

4.1.10. Outbuildings. Outbuildings must be constructed of the same roof, window, siding, stone, and other materials and in the same architectural style and colors as the Building. Outbuildings may not be constructed prior to the construction of the Building; however, concurrent construction of the Building and the Outbuilding is permitted. Outbuildings are subject to Village ordinances. All building plans are subject to prior written approval of Developer.

4.2. **Lot 12** is conditionally zoned A-2 Agricultural District subject to the property being limited to the following:

4.2.1. **Lot 12 principal permitted uses:**

- 4.2.1.1. Single-family residential dwelling.
- 4.2.1.2. Apiculture (beekeeping).
- 4.2.1.3. Grazing or pasturing of agricultural animals for the commercial purpose of food or fiber production, but not for dairy and pig/hog farming.
- 4.2.1.4. Raising of field crops.
- 4.2.1.5. Raising of livestock, except commercial feed lots and fur farms, for the commercial purposes of food or fiber production, but not for dairy and pig/hog farming.

4.2.2. **Lot 12 Accessory uses:**

- 4.2.2.1. Barns, sheds, and similar structures customarily accessory to a permitted agricultural use. Note: Agricultural structures may be permitted as a principal permitted use in accordance with Section 111-100(b)(4)a.
- 4.2.2.2. Guest houses, provided such structure shall not be rented, leased or used continually for permanent habitation.
- 4.2.2.3. Not more than three dogs or three cats, or a combination thereof, which are over the age of 12 months.
- 4.2.2.4. Home occupation.
- 4.2.2.5. Attached or detached private garages.
- 4.2.2.6. Private greenhouses.
- 4.2.2.7. Private residential outdoor recreational facilities.
- 4.2.2.8. Private residential stable.

4.3. **Outlot 1** is conditionally rezoned to the A-2 Agricultural District subject to the Outlot being owned in an undivided fractional ownership by all lot owners of the proposed subdivision for open space purposes. The Outlot may include limited amenities to enhance the space for open space purposes, such as the construction of a recreational trail, play area and fire pit. Provisions identifying the permitted uses and long-term maintenance responsibilities shall be included in the Subdivision Declaration of Restrictions and Open Space Management Plan

4.4. There shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles, motor homes or other vehicles or items deemed to be unsightly by either Developer or the Association.

4.5. Mailbox—The United States Postal Office determines mailbox locations. Owner is responsible for the procurement and installation of mailbox in a location designated by the USPS. The owner will be responsible for ongoing maintenance and replacement of the mailbox.

4.6. Satellite dish antennas may not exceed 24 inches in diameter. No antenna or satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish should, if possible, without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots.

4.7. Each Owner shall perform such periodic maintenance of the Owner's lot, including the adjoining public right-of-way area up to the edge of the road pavement, as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds and debris. This requirement applies to vacant lots as well as to lots where Buildings have been constructed.

4.8. Street Trees--For those lots which include "Street Tree(s)" as shown on the Preliminary Plat along the road frontage each Owner is responsible for maintaining the tree(s) in healthy condition including watering, treating and pruning. Each Owner shall be responsible for the costs associated with maintenance and replacement of any street tree(s) as shown on The Gathering Landscaping Plan. The tree(s) shall not be removed unless a driveway location interferes with a tree and for which tree removal cannot be avoided, the existing tree(s) shall be relocated on the subject lot within 8' of the public right of way.

**V. COMMON AREA**

5.1. The term "Common Area" shall include the following areas, plus any additional areas that may be added in accordance with Section 9.6, below.

5.1.1. Outlot 1 of THE GATHERING (herein, "Outlots").

5.1.2. The grass area up to the edge of the road, curb or pavement and any fencing and landscaping contained within the public rights-of-way of Whittaker Road and Wayfare Trail in THE GATHERING where the streets abut Outlot 1.

5.2. No improvements shall be allowed on the Common Area except the following: landscaping; signs installed by the Association, Village or other public entity; entrance monuments; recreation trails; for common use; storm-water management facilities; and sewer, water, gas, electric, telephone and other utility lines and facilities. All improvements in the Common Area are subject to Village of Summit approval. Each Owner may treat or remove noxious vegetation within the first 10 feet of Common Area abutting their lot. Except in connection with the foregoing, the following shall be prohibited in or on the Common Area:

5.2.1. The temporary or permanent construction or placing of storage areas, signs, billboards or other structures or materials. Notwithstanding the foregoing, Developer and its duly authorized agents may erect and maintain a marketing sign or signs within the Common Area until such time as Developer is no longer an Owner of any lots in THE GATHERING.

5.2.2. Commercial or industrial activity, including passage across or upon the Common Area.

5.2.3. Filling, grading, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials, or any building of roads.

5.2.4. Removal, destruction or cutting of grass, trees or plants, unless conducted for proper maintenance and management by the Association.

5.2.5. Dumping of trash, garbage or other unsightly or hazardous material.

5.2.6. Hunting or trapping.

5.2.7. Operating of any type of motorized vehicle, except as may be necessary in conjunction with landscape maintenance by the Association.

5.3. The Common Areas shall be maintained in accordance with the Open Space Management Plan dated \_\_\_\_\_ . The Association shall establish a "Conservation Committee" to supervise the maintenance of the Common Area.

5.4. Paths. The paved and unpaved paths located within the Common Area are privately owned and maintained by The Gathering Homeowners Association. While public use of these paths is permitted, such use is conditioned upon respectful use and behavior, including the proper disposal of pet waste. The Gathering Homeowners Association reserves the right, at its sole discretion, to restrict or revoke public access to the paths if these standards are not upheld.

5.5. Each lot shall have an appurtenant undivided fractional interest in the Outlot(s), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including lots added by future stages). All deeds and any other conveyances of any lot in THE GATHERING shall be deemed to include such undivided interest in the Outlot, whether or not so specifically stated in any such deed or other conveyance.

5.6. By virtue of becoming an Owner of a lot in THE GATHERING, each Owner agrees for itself and on behalf of its respective successors, assigns, heirs and personal representatives to waive, to the fullest extent permitted by law, any and all claims for liability against Developer and the Association and their respective agents, contractors, employees, officers and directors, and to indemnify, defend and hold Developer and the Association and their respective agents, contractors, employees, officers and directors harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney fees) resulting from injury or damage to person or property sustained in or about or resulting from the use or existence of the Common Area including but not limited to the stormwater retention basins, playground and recreation trails by such Owner or such Owner's family, guests or invitees.

5.7. Developer has granted an easement, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on portions of Outlot 1 to the Waukesha County Land Conservancy, Inc. which, among other things, gives the grantee The right to maintain and/or supervise the maintenance of portions of Outlot 1, and requires that the Association shall reimburse the land conservancy for its costs and expenses incurred in maintaining and supervising the maintenance of the easement area per the easement agreement at a rate of \$200.00 per sold lot per calendar year. This amount may be amended from time to time by the Association. In the event the Waukesha County Land Conservancy fails to maintain the conservation easement, the Village of Summit shall be responsible for such maintenance and shall specially assess each property owner for said maintenance.

5.8. Developer has granted easements, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on portions of Outlot 1 to the Village of Summit for the purpose of potentially constructing a parking lot, pedestrian path and river access path for the benefit of public use. The improvements and maintenance of said parking lot and trail shall be at the sole expense of the Village of Summit and/or assigns, if the Village of Summit and/or assigns decides to construct said improvements.

5.9. STORMWATER MANAGEMENT

5.8.1. The Association shall maintain the stormwater management measures installed on the Common Area in accordance with the Stormwater Management Practices Maintenance Agreement by and between Developer and Village and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. (the "Maintenance Agreement"). The Association shall establish a "Stormwater Management Committee" to supervise the maintenance of the stormwater management measures.

5.8.2. The Association, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

5.8.3. The Village is authorized to access the Common Area to conduct inspections of stormwater practices as necessary to ascertain that the practices are being maintained and operated in accordance with the Maintenance Agreement.

5.8.4. Upon notification of the Association by the Village of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village. The Association annually shall designate a person who will be responsible for the inspection and maintenance of the stormwater management measures and shall provide the Village's Director of Public Works with that person's contact information, as well as the contact information of each member of the Association's board of directors.

5.8.5. The Village is authorized to perform corrective actions identified as necessary by the inspection if the Association does not make the required corrections in the timeframe specified by the Village. The costs and expenses shall be levied against the lots as Special Charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as Special Assessments pursuant to 66.0701, et. seq. Wisconsin Statutes. The Village shall collect Special Charges and Special Assessments, including delinquent amounts, as provided in the statutes.

5.8.6. The storm water retention basins that have been constructed in THE GATHERING are required by the Village to assist in the removal of sediment from and detention of storm water. The storm water retention basins shall not be used for swimming or as recreational facilities. Anyone entering or using the storm water retention basins for such prohibited uses does so at their own risk.

5.10. The Association shall be solely responsible for the maintenance, repair and replacement of the The Gathering fencing and signage that has been erected by Developer in the Common Area. The Association shall hold harmless the Village, its officials, employees, contractors and agents from and against any and all claims for damage to the entrance monuments and signs that may result from or be caused by Village maintenance activities including, but not limited to, snow clearing and sanitary sewer or water system maintenance and repair.

VI. **OWNERS ASSOCIATION**

6.1. Developer has created, or will create, a non-stock, nonprofit Wisconsin corporation known as the "THE GATHERING Homeowners Association, Inc." (herein, the "Association") for the purpose of managing, maintaining and controlling the Common Area and performing such actions as are authorized by this Declaration. The Association shall operate in accordance with its Articles of Incorporation and Bylaws.

6.2. Membership and Voting.

6.2.1. Each Owner shall automatically be a member of the Association and shall be entitled to one membership unit and one vote for each lot owned. Ownership of a lot shall be the sole qualification for membership.

6.2.2. Association membership and voting rights shall be appurtenant to each lot and shall not be assigned, conveyed or transferred in any way except to the transferee upon transfer of the ownership interest of the lot. Any attempt to make a prohibited transfer or retention of membership rights shall be null and void.

6.2.3. Membership and voting rights shall not be divided between or among multiple Owners of a single lot. The membership in the Association appurtenant to a lot shall be owned jointly and severally by all Owners of any interest in each lot, regardless of the form of tenancy, estate, or interest. The Owners of a lot shall decide between or among themselves how they will exercise their collective right and shall designate one of the Owners to act on their behalf. In the event the Owners of a lot are unable to agree on the exercise of their collective vote by the time a vote is taken, the Owners will be precluded from casting a vote.

6.3. The Association shall have the following duties:

6.3.1. To provide for the maintenance of the Common Area and all improvements located in the Common Area, including the storm water management and drainage facilities. Common Area maintenance shall be performed in accordance with the Open Space Management Plan described in paragraph 5.3, above. The Association shall be required to retain at all times the services of a professional property manager or managers in order to ensure that the Common Area and the improvements located therein are being properly maintained, and that all aspects of the Association's duties and responsibilities are carried out in a professional manner.

6.3.2. To provide for the maintenance, repair and replacement of street signs in THE GATHERING

6.3.3. To enforce the provisions of this Declaration.

6.3.4. To establish rules and regulations (the "**Rules and Regulations**") governing (i) the use and enjoyment of the Common Area, and (ii) the enforcement of the provisions of this Declaration. **Owners should obtain a copy of the Rules and Regulations from the Association.**

6.3.5. To discharge the rights of Developer assigned to the Association as provided in this Declaration.

6.4. In addition to those powers bestowed upon the Association in its Articles of Incorporation and Bylaws and by Chapter 181 of the Wisconsin Statutes, the Association shall have the following powers:

6.4.1. To take such action as may be necessary to enforce the Rules and Regulations.

6.4.2. To enter into contracts with and/or to employ agents, attorneys or others for purposes of discharging its duties hereunder.

6.4.3. To grant utility and drainage easements in accordance with the provisions of Section 9.3, below; and

6.4.4. To levy and collect assessments in accordance with the provisions of Section 6.5, below.

6.4.5. To take any other actions as may be necessary or incidental to performance of all duties of the Association specified in this Declaration.

6.5. The Association shall levy and collect assessments in accordance with the following:

6.5.1. The Owner of each lot shall be subject to a regular (and special, if required) charge or assessment equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties hereunder. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including lots added by future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement, and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof; expenses of the Waukesha County Land Conservancy, Inc. in connection with maintenance of Outlot 1; the establishment of reasonable reserves for capital expenditures; and all costs for the Association reasonably incurred in conducting its affairs and exercising its powers and duties pursuant to this Declaration. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the Owner of any lots in the subdivision by reason of tax delinquency.

6.5.2. Regular assessments shall be approved at the duly convened annual meeting of the Association. Special assessments shall be approved at any duly convened meeting of the Association.

6.5.3. Written notice of an assessment shall be delivered to an Owner personally, electronically or by U.S. mail addressed to the last known address of an Owner.

6.5.4. Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice.

6.5.5. Assessments not paid when due shall be subject to a late-payment penalty of fifty dollars (\$50.00) and shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid. Unpaid assessments and the penalties and interest thereon shall constitute a continuing lien on the lot against which it was assessed until they have been paid in full. The assessments, penalties and

interest thereon shall also be the continuing personal obligation of any current or subsequent Owner of the lot against which the assessment was made. The lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws of the Association, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude the Association from pursuing other legal remedies.

6.5.6. The Association may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and, upon payment or satisfaction of the amount due, record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay directly or reimburse the Association for all recording and attorney fees relating to any such document.

6.5.7. Upon application by any Owner, any officer of the Association may, without calling a meeting of the Association, provide to such Owner a statement certifying (1) that the signer is a duly elected or appointed officer of the Association and (2) as to the existence of any unpaid assessments or other amounts due to the Association with respect to the requesting Owner's lot. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association for such lot.

6.6. The Association shall not have the power to make improvements to the Common Area, subject to Village of Summit approval, in addition to those then in existence from time to time (herein referred to as "Additional Improvements") without Approval if Developer is an Owner (unless Developer has assigned Approval authority to the Association). If Developer is no longer an Owner, the Association shall not have the power to make Additional Improvements having a cost in excess of Twenty-five Thousand dollars (\$25,000.00) without the consent of the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations.

6.7. Within 14 days following each annual meeting of the Association, the Association and/or Association Manager shall provide to Developer a list of the Association officers, directors and committee members.

6.8. Directors and officers of the Association shall not be personally liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the directors, officers, agents or employees of the Association. The Association shall indemnify and hold the directors and officers harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties.

6.9. Failure of the Association to enforce any provisions contained in this Declaration upon the violation thereof shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

6.10. If the Association shall fail to discharge its duties under this Section VI within sixty (60) days of written demand by the Village, the Village may discharge the duties on behalf of the Association. The costs of the Village incurred in connection therewith shall be charged to the Owners of the lots affected by such actions of the Village by adding to each Owner's real estate tax statement a charge equal to such Owner's share of such costs, as determined by the Village.

6.11. The Association may not and shall not be dissolved.

**VII. VIOLATION AND ENFORCEMENT**

Developer shall be responsible for the enforcement of this Declaration and for all costs and expenses incurred therefor until such time that Developer has sold or conveyed title to seventy-five percent (75%) of the lots that are subject to this Declaration (including future stages added in accordance with section 9.6 below). Following such time that Developer has sold or conveyed seventy-five percent (75%) of the lots subject to this Declaration, Developer shall continue to have the right to enforce this Declaration but the Association shall pay directly or reimburse Developer for all cost and expenses incurred by Developer in enforcing this Declaration. The Association and Developer may recover their cost and expenses incurred in enforcing this Declaration in accordance with the following paragraph.

Any Owner violating the restrictions contained in this Declaration shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing this Declaration. The foregoing shall be in addition to any other rights or remedies that may be available to Developer and the Association. Reimbursements not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, shall constitute a continuing lien on such Owner's lot until paid in full, and shall also be the personal obligation of any current or subsequent Owner of the lot. Developer or the Association may record a document with the Register of Deeds of Waukesha County giving notice of the lien for any such unpaid reimbursements and, upon payment or satisfaction of the amount due, Developer or the Association, as the case may be, shall record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. The affected Owner shall pay or reimburse Developer and the Association for all recording and attorney fees relating to any such documents. The lien may be enforced and foreclosed by the Developer or the Association in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property pursuant to the laws of the State of Wisconsin. Such remedy, however, shall not preclude Developer and the Association from pursuing all other legal remedies.

**VIII. AGENT**

Siepmann Realty Corporation is the duly authorized agent of Developer as of the date of this Declaration and may act in that capacity until such time as a notice is recorded in the office of the Register of Deeds for Waukesha County by Developer, its successors or assigns, which terminates the authority of said agent.

## **IX. MISCELLANEOUS**

9.1. **Amendment of Declaration.** Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of at least seventy-five percent (75%) of the lots subject to this Declaration or any Supplemental Declarations; provided, however, that any such action must also be approved in writing by (i) the Village; (ii) Waukesha County; and (iii) Developer so long as it shall be an Owner, including as an Owner of any lands which may potentially become a future stage of THE GATHERING as provided in Section 9.6, below. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

9.2. **Variations.** Developer, and no other unless Developer shall assign its rights hereunder to the Association by written instrument recorded with the Register of Deeds of Waukesha County, Wisconsin, shall have the right and authority to permit variances from the application of the Declaration, if such modification or variance is consistent and compatible with the overall scheme of development of THE GATHERING, provided that no such modification shall be in violation of applicable laws or ordinances, or have the effect of revoking an Approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of Developer (or the Association after assignment), and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as thereafter preventing or excusing strict compliance with the Declaration, or (ii) as entitling any other person to such modification or variance.

9.3. **Reservation of Right to Grant Easements.** Developer reserves the right to grant and convey easements to the Village and/or to any public or private utility company or service provider, upon, over, through or across those portions of any lot within 10 feet of any lot line and upon, over, through or across any portion of the Common Area for purposes of allowing the Village, utility company or service provider to furnish gas, electric, water, sewer, cable television or other utility service to any lot or the Common Area. Developer reserves the right to grant and create easements through any portions of THE GATHERING (including added future stages) for purposes of facilitating drainage of storm or surface water within or through THE GATHERING (and any added future stages). Developer may grant such easements without the consent or approval of any lot Owner, so long as Developer or a successor developer to Developer owns any lots in THE GATHERING (or any added future stages). After that time, or at such time as Developer shall assign such power to the Association, the Association shall have the power to grant easements upon, over, through or across any portion of the Common Area reserved to Developer hereunder.

9.4. **Assignment to Association.** Developer may assign to the Association, in whole or in part, the right to grant Approval pursuant to this Declaration. Following such assignment Developer shall no longer be responsible for the enforcement of the provisions of this Declaration that pertain to the Approval authority which has been assigned to the Association.

9.5. **Severability.** The invalidity or unenforceability of any term, provision or condition of this Declaration for any reason shall not affect the validity or enforceability of any other term, provision, or condition hereof, all of which shall remain in full force and effect for the term of this Declaration.

9.6. **Duration of Restrictions.** These restrictions and covenants and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded. Any Supplemental Declarations, whenever executed, shall have a term which coincides with the term of this Declaration and shall expire upon the expiration of this Declaration. Upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration, as amended, and any Supplemental Declarations shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the Owners of at least seventy-five percent (75%) of all lots subject to this Declaration or any Supplemental Declaration and is recorded in the office of the Register of Deeds of Waukesha County. These restrictions shall be deemed to be covenants running with the land and shall bind the Owners and their heirs, successors and assigns and be enforceable by any Owner, and by the Village, to the extent permitted by Sections 5.8.5 and 6.1, above.



# THE GATHERING MANAGEMENT PLAN

Village of Summit, WAUKESHA COUNTY, WISCONSIN

March 6, 2025

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## **INTRODUCTION**

The Gathering is a residential subdivision development in Waukesha County, Wisconsin. Of the 67 acres that comprise The Gathering, approximately 50 acres are dedicated to open space and restoration. Land within the primary environmental corridor, as delineated by RA Smith, will be permanently secured under the terms of the The Gathering Final Plat and Declaration of Restrictions. The remainder of the open space is made up of woods, native and naturalized meadow plantings, stormwater management, and recreational trails. This open space will be managed and maintained by the Homeowners Association.

**The purpose of this document is to provide guidance for the establishment and long-term management of all the open space on the The Gathering property, including the Homeowners Association-controlled open space. It is understood that much of the work proposed in this document will take place over the course of years and that this effort is an ongoing process.**

In the following sections, the various ecosystems found at The Gathering are divided into habitat types or their components and discussed separately. Habitat types are discussed as follows: meadows, wooded areas and wetlands. Common and glossy buckthorn (*Rhamnus cathartica* and *R. frangula*) are dominant among other invasive species present throughout the wooded area.

The wooded area thus shows areas of bur oak, shagbark hickory, black cherry and boxelder surrounded by large areas of invasive species. This would suggest the need for invasive species management in order to protect the rarer, higher quality components of the woods. As invasive species become more prevalent, the diversity of both plants and animals within that area decreases.

## **CONCEPTUAL GOALS**

**The overall goal of the The Gathering Management Plan is to increase the area of native vegetation and preserve the existing natural areas to benefit both wildlife and human residents. It is understood that this is an evolving plan that may change as site conditions develop and particular management actions become more or less feasible over time. In general, activities include restoring the non-wooded open space areas to a matrix of native species, and providing residents with opportunities to interact with and enjoy the landscape. These goals are broken out and discussed below under ecological and aesthetic goals, and recreational and educational goals. Table 1, the The Gathering Management Plan Summary Table, provides an overview.**

## **Ecological and Aesthetic Goals**

Two ecological and aesthetic goals are identified: (1) maintaining or improving wildlife habitat, and (2) maintaining vegetation communities onsite. These goals are discussed below.

1. To maintain or improve wildlife habitat by:

- Preserving and maintaining the highest quality landscape element – the woods, by:
  - Keeping the common species at the site common and keeping the rare species stable.
  - Increasing the woodland edge buffer (may include a Primary Environmental Corridor mitigation area).
  - Controlling invasive species within the woods.
  - Conducting periodic inventories of plants and animals and adjusting management to enhance survival of all native species, especially special concern species.
  
- Increasing areas of natural vegetation in the non-wooded areas.
- Reducing populations of invasive vegetation.
- Re-introducing prescribed burns or alternative management activities such as mowing.

2. To maintain vegetation communities with a diversity of color and texture throughout the year.

## **Recreational and Educational Goals**

Recreational and Educational Goals are listed as follows:

- To make the open space areas accessible to homeowners for recreation via a trail system.
- To create a safe place for homeowners and their families to enjoy the outdoors.
- To give children and adults a place to experience diverse natural communities.
- To give homeowners pride in their living space.
- To involve homeowners in the care of their living space.
- To create a community focus through interaction with the landscape.

## **MANAGEMENT PLAN**

The following sections discuss activities that the The Gathering Homeowners Association will take to achieve the goals outlined above. A summary table of these activities is included in the Figures and Tables section at the end of the plan. The The Gathering Homeowners Association will be responsible for implementing the Open Space Management Plan, to include native vegetation establishment and natural areas preservation, as described in the “Initial Actions” sections immediately below. The Homeowners Association will also be responsible for management and maintenance of these areas, following the “Long-term Management and Maintenance Plan” provided below.

### **Initial Actions to Achieve Ecological and Aesthetic Goals**

#### **Vegetation Establishment and Initial Management**

The fields and many of the areas disturbed by construction have been seeded with native prairie seed mixes at the end of construction. The objective for these outlot areas is to establish low-maintenance, naturalized meadow-type vegetation – not strict “prairie.” This implies a tolerance for a variety of old-field and/or non-native species. However, there will be an effort to control certain noxious or invasive weeds, such as Canada thistle (*Cirsium arvense*), wild parsnip (*Pastinaca sativa*), white and yellow sweet clover (*Melilotus* sp.), and other species that become a significant problem.

#### **Meadows**

The majority of the fields have been stripped of topsoil, graded and re-topsoiled. After the construction disturbance, most of these fields have been seeded with native seed mixes (see Appendix D: The Gathering Landscape Plan), and a cover crop. Areas prone to erosion have been treated with a tackifier/polyacrylamide and erosion control blankets.

During the first growing season after seeding, the meadows will be mowed to control weeds. Weeds will be mowed down to 5 inches one to three times during the first growing season to prevent seed set and prevent shading of the germinating meadow seedlings. Weeds will also be mowed during the second and third growing season as needed.

Due to the unknown nature of the soil seed bank after construction disturbance, the meadow plantings will be evaluated several times during the first growing season for the appearance of noxious or invasive weeds that should be controlled. Once the extent of the problem has been determined, an appropriate and cost-effective control method will be implemented within the first three growing seasons (i.e. creative problem solving will be used to address the problem, while yet staying within the established budget).

### Stormwater Basins

The stormwater basins are embedded within the meadows and have been graded and seeded in the same fashion as the meadows (see Stormwater Basin Seed Mix in Appendix A). During the vegetation establishment period, as part of the stormwater management system, the basins will be inspected periodically for proper function, erosion and vegetation health, and cover, as directed by the “Stormwater Management Practices Maintenance Agreement for The Gathering.”

The initial management of the stormwater basins during the first three growing seasons will be the same as for the meadows: mowing for weed control, noxious weed control as necessary. The Homeowners Association is responsible for maintenance and management in the stormwater basin areas.

### Wooded Areas

The wooded areas are a mosaic of plant communities. A majority of the woods is infested with buckthorn. This is a large infestation that can only be addressed over the course of several years and will require significant contribution from the Homeowners Association.

The first priority for the woods is to reduce or eliminate the population of buckthorn so that all subsequent invasive species control efforts are easier and more efficient (i.e. people can walk freely through the woods).

The common area woods will be divided into various management units. It is recommended that invasive species control work be done in one unit per year, but this timetable may be altered depending on the amount of work to be done in each unit.

The first step is to identify, mark and block off special concern species within the target management unit. This will be done during the growing season when these species are easier to identify. The individual plants that are to be removed should be taped, flagged, or sprayed to guide the workers within the unit.

Invasive shrub removal will be done during the fall or winter dormant season to avoid damage to other vegetation. The shrubs will be cut near the base of each stem, and each stem will be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs may be treated with a targeted basal bark spray of triclopyr during the dormant season. The basal bark treatment may not be used in or around occurrences of the special concern species, nor within areas of the wetland that are saturated to the surface or have accumulations of snow and ice that could carry any herbicide overspray into the wetland water system upon melting. Cut material will be collected and piled for later burning. Alternately, the cut material may be left onsite to decay, given its ecological value to soil, wildlife, and plant life.

As mentioned above, management and maintenance in the wooded area will be the joint responsibility of the Homeowners Association.

#### Open Space/Road Interfaces

Where the road is bordered by open space, the road right-of-way (approximately 15 feet) will be vegetated with mowed turf grass. Other highly visible areas will also be vegetated with turf grass, as indicated on the The Gathering landscape plan. Mowing of these areas will be the responsibility of the Homeowners Association.

#### **Future Opportunities for Open Space Enhancement**

The following activities may be undertaken by the Homeowners Association at their discretion to enhance the The Gathering open space once the initial vegetation establishment and management tasks (above) are in progress or completed. Enhancement activities may include enriching the native communities with more species, controlling invasive species and pest plants, and adding more buffer area to the woods.

Prior to planting any new tree seedlings or saplings, the invasive species, mainly buckthorn, should be removed, preferably during the fall or winter dormant season to avoid damage to other vegetation. The shrubs should be cut near the base of each stem, and each stem should be treated with a concentrated herbicide such as triclopyr or glyphosate, according to label directions. Alternatively, the shrubs could be treated with a targeted basal bark spray of triclopyr with 2, 4-D, also during the dormant season to minimize damage to other species. Cut material could be collected and piled for later burning.

### Wetland

Although the wetlands have significant populations of the invasive species reed canary grass, no management actions will be taken by the Homeowners Association within these wetlands. These wetlands have a long history of disturbance, and the watershed and environmental corridor within which these wetlands lie is a continual source of reed canary grass propagules, such that control activities may be a waste of time and effort.

**Herbicide Use Caution:** It is recognized that the herbicide label supersedes any methods detailed in this document. Most states require that herbicide applicators be certified. Local municipal laws may have additional requirement needs, especially requirements in the categories of “posting” and “notifications.” Neighbors may also be able to voice concerns. Applications in public parks where children play should always consider extra cautionary methods. All herbicide applications must follow label directions. Reference to chemical brand names in this specification does not imply endorsement.

### **Water Quality Improvement Measures**

Water quality improvement will be a result of direct and indirect actions on the site. Converting the agricultural fields to thick meadow vegetation will result in reduced surface water runoff, which will also reduce sediment transport and nutrient loading into the wetlands and stream. The stormwater basins will assist in water quality improvement by catching the runoff from the proposed impervious surfaces.

Homeowners will also be encouraged to integrate raingardens into their home landscaping to capture and infiltrate their home’s stormwater runoff.

### **Initial Actions to Achieve Recreational and Educational Goals**

#### Trail System

The trail system is shown on Appendix C. The trails will allow residents to move throughout the property on foot or on bikes without having to use the roads. The main trails through the center of the property have been paved because they are the main pedestrian route to the clubhouse and will receive relatively high volumes of traffic. The paved trails will be edged on each side with a 5- to 10-foot mowing strip of turf grass. The remainder of the trails will be maintained as mowed grass through the meadows and along the edge of the woods.

A trail is proposed for the wooded areas, as well (see Appendix C). The exact location of this trail has not yet been established, however the Homeowners Association may choose to develop this trail during the second or third year of invasive shrub management when

more of the area is visible and accessible. The following guidance applies to the development of the trail:

- Avoid steep slopes or situations that could cause erosion.
- Avoid occurrences of special concern species (minimum 20 feet away).
- Avoid crossing the soft organic soils in the seeps (unless already bridged).
- Avoid areas of frequently saturated soils.
- Use pre-established footpaths or deerpaths where possible.
- Keep the trail narrow (3'), like a hiking trail, to minimize cutting woody species.
- Mark the trail clearly with small signs or blazes to discourage (1) wandering and trailblazing and (2) pets off leash.

An established trail in the wooded area has the following advantages: ease of access for homeowner volunteers to contribute to invasive species control efforts; ease of access for homeowners to enjoy the woods and take ownership; deterrent to trailblazing and further disturbances.

During the first three years, trail maintenance and erosion control needs will be evaluated on an ongoing basis. The following actions may be needed to maintain passable trails: periodic mowing or brushing, annual pruning of overhanging branches and removal of fallen trees, and spot applications of herbicide on multiflora rose or other weeds as needed. Trails with high erosion will be repaired and fitted with water drainage devices, such as grade dips and water bars, or rerouted to avoid areas of high erosion potential.

### **Trail System**

The trail system may be used for recreational activities such as walking, running, pet exercising, bird and animal watching, and biking. Motorized vehicles other than maintenance vehicles, motorized wheelchairs and other assistive devices will not be allowed on the trails. Bikes must stay on the trail in the common area. Pets must be leashed.

### **Initial Homeowner Education and Involvement**

- Recreational use along the trail system may include walking, running, pet exercising, bird and animal watching, children playing, cross country skiing, and biking. Motorized vehicles other than the maintenance vehicles, lawnmowers, motorized wheelchairs or other assistive devices should not be used on the trail system.
- Homeowners should not remove native plants from the wooded area.
- Homeowners should limit their flower picking so plants can reproduce. No plant or flower picking should occur in the wooded area.

- Homeowners can include native plants in the landscaping of their lots, particularly near their lot lines, to provide a buffer to the natural areas.

## **LONG-TERM MAINTENANCE AND MANAGEMENT PLAN**

The Homeowners Association will appoint a Conservation Committee to oversee the implementation of this plan. The Conservation Committee will have a three member, and at least initially, a representative from the developer.

The conceptual ecological, aesthetic, recreational, and educational goals (above) will guide all decisions and actions.

The Conservation Committee will meet at least yearly to review ecological monitoring records, and to plan and oversee open space management and maintenance activities.

The Conservation Committee will keep a detailed record of the justification, implementation, and results of each management action, including mowing and herbicide treatments, and report back to the Homeowners Association on a regular basis.

## **Long Term Management Tasks**

### **Trail System Maintenance**

The Homeowners Association will be responsible for maintaining the public use areas, including the trail system. The trail system at The Gathering will require regular maintenance and upkeep to ensure proper functioning and safety. The following actions may be needed to maintain usable trails: (1) mowing or brushing as needed, (2) semi-annual or annual broad-leaf herbicide application, (3) annual pruning of overhanging branches and removal of fallen trees, and (4) spot applications of herbicide on undesirable plants.

Trails should be inspected for erosion and maintenance needs semi-annually and after major storm events. Trails with high erosion damage should be repaired and fitted with water drainage devices, such as grade dips and water bars, or rerouted to avoid areas of high erosion potential. In general, the chosen maintenance methods should be the least invasive and disruptive, while still being effective.

The Homeowners Association will adopt, post, and distribute Open Space Use Rules and Regulations. The use policy should state permitted users (The Gathering Residents and their guests) and permitted uses (walking, running, biking, picnicking, keeping pets on a leash). The use policy should also include principles that will prevent public area degradation and allow for enjoyable use by all. Sample principles include: leave no

trace, stay on trails, keep groups small, avoid using unpaved trails in wet weather, yield to other users, and protect erosion control devices.

Once every five years, the Homeowners Association should assess the adequacy of the trail system. They should determine if people are blazing their own trails and whether these trails are causing undue erosion and impact to natural resources. In particular, informal trails through the woods and on steep slopes can cause erosion and degradation of the vegetation. In these cases, the Homeowners Association should decide whether to block these trails off (trail is only used infrequently), or to relocate a trail (trail is used often) to limit impact areas.

While determining the adequacy of the trail system, the Homeowners Association should determine if certain trails are highly erosion-prone and present an on-going maintenance challenge. These trails should be abandoned, and new trails routed through more appropriate areas. Abandoned trails with severe gullying should be fixed by installing periodic check dams to catch sediment and restore the grade to near-normal if possible.

The Homeowners Association will also be responsible for routine maintenance of the stormwater basins as indicated in the Stormwater Management Practices Maintenance Agreement for The Gathering.

The Homeowners Association will also be responsible for mowing the grass between the roads and the open space areas, and along the paved trail.

### **Invasive Species Control**

The open space areas will be monitored yearly for invasive species that are threatening or dominating the landscape. Advice on managing invasive species can be obtained through ecological consultants, the Department of Natural Resources, or the Nature Conservancy. Where herbicides are used, the appropriate herbicide should be chosen, keeping the following factors in mind: (1) its effectiveness has been demonstrated in the management literature; (2) it has been formulated for application over water where necessary; and (3) it has a quick breakdown and low soil residual time. At a minimum, biyearly efforts should be made to control invasive species in selected areas as determined by the consulting ecologist, who will assist in prioritizing and sequencing control efforts.

The Conservation Committee, will determine whether invasive species control activities will be done by a hired professional, or with the help of homeowner volunteers. Factors that affect this decision include (1) available funds; (2) the skills and capacity of the homeowner volunteers (which may increase with time and training); (3) the need for a licensed herbicide applicator; (4) the urgency of the management action and (5) the quality of the area in which the work will be done.

The first priority for invasive species control is within the wooded area. The primary targets for control here are woody species (multiflora rose, buckthorn) and garlic mustard. These species cannot be addressed with extensive mowing or burning, so control efforts will involve physical activities such as pulling, localized trimming with a string trimmer (a.k.a. “Weed Whacker”), and chemical means, such as spot-treatments of herbicide. Prior to all invasive species control efforts, occurrences of special concern species will be identified and the area roped off.

As part of the ongoing maintenance of the woods will be regularly evaluated to assess the degree of success of the efforts to remove buckthorn from the wooded areas. If large stumps and clumps are re-sprouting, the The Gathering Homeowners Association will hire a licensed herbicide applicator to re-treat the re-sprouts. The soil will be tamped down after pulling the seedlings to minimize soil disturbance. Alternatively, if the The Gathering Homeowners Association finds that the seedlings are so abundant that they can only be controlled by spraying, they will provide a licensed herbicide applicator to treat the seedlings with herbicide. Herbicide control of the seedlings provides the additional benefit of reducing soil disturbance.

The second priority for invasive species control is within the meadows and other open space outside the wooded area. Invasive species problems within the meadows and other open areas are as of yet unidentified and will have to be addressed by the Conservation Committee as they appear.

### **Mowing Regime for the Meadows & Stormwater Basins**

To maintain the meadow areas free of undesired brush and invasive species, a mowing regime should be implemented. The objectives of mowing are to cut back undesired woody species, remove biomass (plant material) from the system, and remove enough plant litter to expose the soil to the warming power of the spring sun. The following guidelines are provided.

- Mow in the early spring, if possible. Mow before the green plants are one foot tall. Alternatively, mow in the late fall. A spring mowing is preferable to a fall mowing so that the prairie plants can provide food and shelter during the winter. Early spring is preferable to later in the growing season to minimize the effects on wildlife that become more active as the season progresses.
- Set the mower height to about 6-8 inches. Collect the plant clippings so that they do not smother the green plants, build up a thick thatch layer, or insulate the cold ground during spring warm-up.
- Once the meadow vegetation has matured for several years, mow each area once every three or four years. Some areas may need to be mowed more frequently if there is a problem with brush invasion. Brushy areas may need to be mowed several times during one season, and followed up with another cutting the next season. Similarly, certain weedy or invasive species may

need to be mowed at a different time (such as cutting sweet clover just as it's flowering) and frequency. Brush and invasive species may require additional applications of herbicides to obtain an acceptable control level.

- Leave at least half of the meadow areas unmowed in any one year to provide refugia for wildlife.
- Conduct an evaluation after each mowing, similar to the burn evaluation, to assess the changes wrought by the mowing and to assist with planning future management actions.

### **Community Involvement**

The Conservation Committee may choose to promote community involvement events to progress further towards the recreational and educational goals. Community activities may include:

- Introductory classes on Birds, Plants, Amphibians, Insects, and Prescribed Burns, using conservation lands for field identification lessons.
- Animal/bird sighting records: invite homeowners to submit records of their bird or animal sighting to the Conservation Committee coordinator, who compiles a checklist. Homeowners track the species across time. Alternatively, post checklists at trailheads for trail user input.
- Photo points: invite homeowners to document prairie growth and establishment and forest conditions by taking photos from a fixed point through the season and over the years.
- Seed Collection and Planting: Homeowners collect prairie seeds at nearby established prairies or purchase them, and seed into their prairie to enrich the species mix.
- Adopt-a-Trail: Homeowners form a volunteer corps to do trail maintenance under the direction of the Conservation Committee
- Nest box project: Homeowners install bluebird nest boxes in the meadows, and monitor and maintain boxes yearly for nesting success.

### **LONG TERM OPPORTUNITIES**

As the residents of The Gathering grow to know and appreciate the open space and wooded areas, they may desire to contribute to the management of these areas. This interest would best be guided by the Homeowners Association in conjunction with an ecological consultant towards the following opportunities for enrichment:

- Adding native species to the meadows as they develop,
- Participating in prairie-centered community activities, and
- Volunteering to work on invasive species control.

The Homeowners Association should continually work to establish and maintain good relations with the adjacent landowners who will be key to long-term invasive species control in the The Gathering watershed. In addition, residents should manage their own personal property in a way that contributes to the health of The Gathering as a whole by maintaining their raingardens, using native vegetation, and wisely managing nutrient and chemical use in their in their home landscaping.

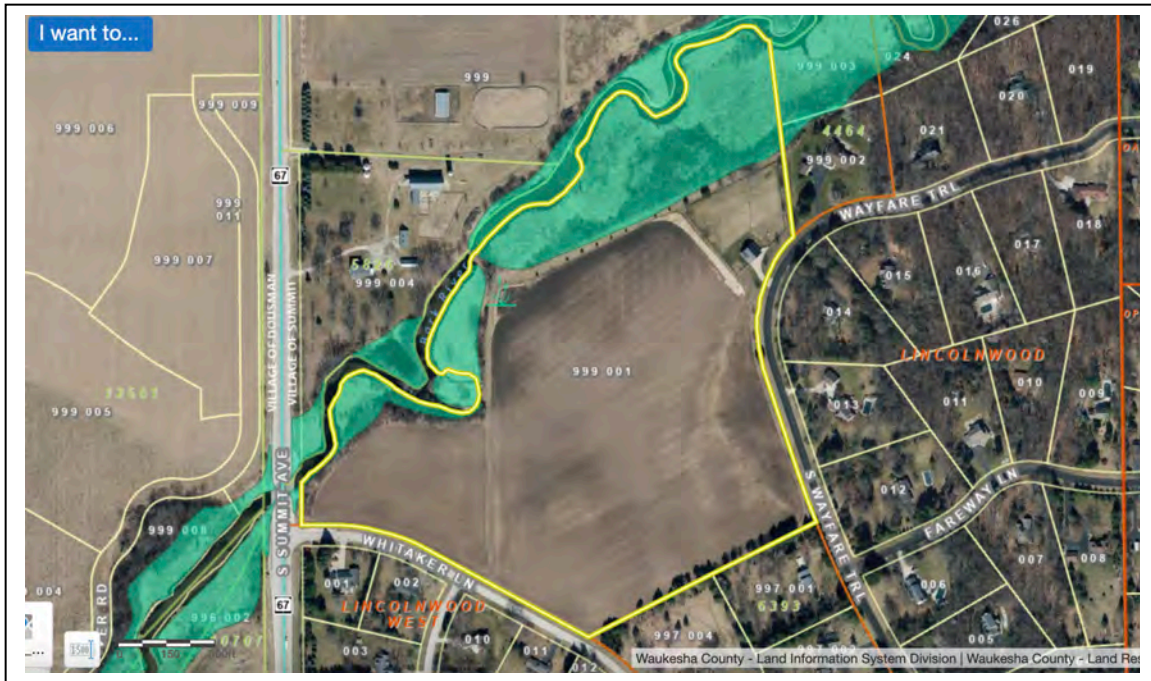
Figure 1-Project Location & Topography



Figure 2- Soil Survey Data



Figure 3- Wetland Inventory Data



## Appendix A: Native Seed Mix Species Lists

### Agregcol Economy Prairie Mix (Common Area)

#EP1 Mesic to Dry Full Sun 10.00 PLS LBS/Acre 55.00 Seeds/ Sq. Ft

Wildflowers		Oz/Acre
Asclepias tuberosa	Butterfly Weed	2.00
Aster novae-angliae	New England Aster	0.50
Chamaecrista fasciculata	Partridge Pea	8.00
Coreopsis lanceolata	Lance-Leaf (Sand) Coreopsis	2.00
Dalea purpurea	Purple Prairie Clover	4.00
Echinacea purpurea	Purple Coneflower	8.00
Heliopsis helianthoides	Early Sunflower	6.00
Liatris pycnostachya	Prairie Blazing Star	2.00
Monarda fistulosa	Wild Bergamot	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Solidago rigida	Stiff Goldenrod	1.00
Tradescantia ohiensis	Ohio Spiderwort	4.00
Zizia aurea	Golden Alexanders	2.00
Grasses, Sedges, & Rushes		Oz/Acre
Andropogon gerardii	Big Bluestem	8.00
Bouteloua curtipendula	Side Oats Grama	32.00
Elymus canadensis	Canada Wild Rye	16.00
Elymus virginicus	Virginia Wild Rye	20.00
Panicum virgatum	Switchgrass	8.00
Schizachyrium scoparium	Little Bluestem	16.00
Sorghastrum nutans	Indian Grass	12.00

\*Note: Seed mix compositions are subject to change depending on seasonal availability.

## Agrecol Rainwater Renewal

(use for Stormwater Basin)

#RRNR    Wet Mesic to Dry Mesic    Full Sun to Part Sun    8.00 PLS LBS/Acre    94.00 Seeds/ Sq. Ft

Wildflowers	Oz/Acre	
Asclepias incarnata	Marsh (Red) Milkweed	3.00
Aster ericoides	Heath Aster	0.10
Aster novae-angliae	New England Aster	1.50
Baptisia leucantha (alba)	White Wild Indigo	4.00
Eupatorium maculatum	Spotted Joe Pye Weed	0.80
Eupatorium perfoliatum	Boneset	0.50
Liatris pycnostachya	Prairie Blazing Star	2.50
Liatris spicata	Marsh Blazing Star	5.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	0.50
Monarda fistulosa	Wild Bergamot	1.50
Physostegia virginiana	Obedient Plant	1.50
Pycnanthemum virginianum	Mountain Mint	0.30
Ratibida pinnata	Yellow Coneflower	2.25
Rudbeckia hirta	Black-Eyed Susan	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	2.00
Solidago ohioensis	Ohio Goldenrod	0.50
Tradescantia ohiensis	Ohio Spiderwort	1.25
Verbena hastata	Blue Vervain	1.00
Vernonia fasciculata	Ironweed	1.00
Grasses, Sedges, & Rushes	Oz/Acre	
Bromus ciliatus	Fringed Brome	20.00
Calamagrostis canadensis	Blue Joint Grass	1.00
Carex bebbii	Bebb's Oval Sedge	2.00
Carex crawfordii	Crawford's Sedge	1.00
Carex crinita	Fringed Sedge	0.75
Carex stipata	Common Fox Sedge	1.50
Carex vulpinoidea	Brown Fox Sedge	1.00
Elymus canadensis	Canada Wild Rye	24.00
Elymus virginicus	Virginia Wild Rye	32.00
Glyceria grandis	Reed Manna Grass	1.00

**No-Mow Fine Fescue Blend for Transition Areas**

Apply at 220 lbs/acre

<b>Scientific Name</b>	<b>Common Name</b>
<i>Festuca obtuse</i>	Nodding Fescue
<i>Festuca rubra commutate</i> (25%) <i>Festuca rubra</i> (20%) <i>Festuca ovina duriuscula</i> (20%) <i>Festuca ovina tenuifolia</i> (20%) <i>Festuca rubra trichophylla</i> (15%)	Fine Fescue Blend

## CONSERVATION EASEMENT

This Grant of Conservation Easement is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, having an address of \_\_\_\_\_ (hereinafter referred to as “Grantor”) in favor of **Waukesha County Land Conservancy, Inc.**, a non-profit Wisconsin corporation qualified to do business in the State of Wisconsin, having an address of P.O. Box 2572, Brookfield, Wisconsin 53008, (hereinafter referred to as “Grantee”).

Witnesseth:

*Whereas*, Grantor is the sole owner in fee simple of certain real property located in Waukesha County, Wisconsin, being a part of Outlot 1 in The Gathering Subdivision, and more particularly described in Exhibit A, attached hereto and incorporated by this reference (hereinafter referred to as the “Property”); and

*Whereas*, the Property possesses, among others, significant natural, scenic, open space and other values (collectively, conservation values) of great importance to Grantor, the people of the Village of Summit, the people of Waukesha County and the people of the State of Wisconsin; and

*Whereas*, in particular, the Property described in Exhibit A has various aesthetic, natural, scenic, open space, wetland, and other educational and/or limited recreational values; and,

*Whereas*, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, incorporated by this reference (Baseline Documentation), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

*Whereas*, Grantor has caused land that includes the Property to be platted as a subdivision called The Gathering, and has designated Outlot 1 to be part of the Common Area of The Gathering.

*Whereas*, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to habitat preservation and protection, green space preservation and protection, and wetland functions existing at the time of this grant, that do not impair or interfere with those values; and

*Whereas*, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

*Whereas*, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to encourage, perpetuate and promote the preservation and protection of natural resources located within and adjacent to Waukesha County including acquisition of property for conservation purposes; and,

*Whereas*, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

*Now, therefore*, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin and in particular Section 700.40 of the Wisconsin Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as "Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving education as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve, protect and enhance the conservation values of the Property by implementation of the Open Space Management Plan for The Gathering Subdivision prepared by Siepmann Realty Corp. dated \_\_\_\_\_ (herein after referred to as "Management Plan") in so far as it pertains to the Property.

(b) To enter upon the Property at reasonable times in order to restore or enhance the conservation values, monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph five (5) below, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph five (5) below.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited **within the Easement Area**:

(a) There shall be no residential structures nor garages, sheds, or any kind of other buildings or structures, except as specifically provided herein.

(b) There shall be no roads or driveways allowed, nor shall any portion of the property be used as a means of ingress or egress to any adjacent property, except as required to connect to walking paths on Grantor's adjoining property as provided in paragraph 4.A. hereof.

(c) There shall be no construction or placing of advertising signs, billboards or other advertising material, or any other structures used in connection with advertising permitted, except as specifically provided herein.

(d) There shall be no industrial or commercial activity undertaken or allowed, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with industrial or commercial activity.

(e) There shall be no construction of barriers to the free movement of animals, except as specifically provided herein, nor the commercial removal of non-game animals.

(f) There shall be no horses allowed, nor the grazing of livestock of any variety.

(g) Except as provided in paragraph 4.A. there shall be no active recreation areas permitted, including, but not limited to, soccer fields, baseball diamonds, or golf courses.

(h) There shall be no camping.

(i) There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, bicycles, or other type of vehicle of any kind, except as may be necessary or required in the furtherance of the terms of this Easement or the Management Plan.

(j) There shall be no storage or parking of vehicles, mobile homes, house trailers, other accessory or utility vehicles, or implements or accessories used in connection therewith.

(k) There shall be no dumping or temporary storage of trash, manure, plant material, soil, mulch, or any other refuse or debris nor any storage of chemicals, toxic or otherwise, nor petroleum products of any kind, nor salt.

(l) Except as provided in paragraph 4.B. hereof, there shall be no filling, excavation, mining or drilling, removal of topsoil, sand, gravel, rocks, minerals, peat or other materials, nor any change in the topography of the land in any manner.

(m) Except as provided in paragraph 4.B. hereof, there shall be no tilling or cultivating.

(n) There shall be no non-native plant or animal species introduced on the Property, except as required in furtherance of the terms of the Easement or the Management Plan.

(o) There shall be no cutting, destruction or removal of living native plants except as otherwise specifically authorized herein or by other law, without the consent of the Grantee in accordance with paragraph four (4) herein.

(p) There shall be no harvesting of trees for timber or fuelwood, other than the removal of dead trees which create a hazardous condition.

(q) There shall be no spraying with pesticides, insecticides or herbicides, except as

required in furtherance of the terms of the Easement and the Management Plan.

(r) There shall be no placement or development of stormwater storage, discharge or treatment facilities except as set forth in accordance with paragraph four (4) herein.

(s) There shall be no septic or other private waste disposal systems allowed.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to establish, construct and maintain private walking paths as Grantor in consultation with Grantee shall determine to be appropriate.

B. The right to grant easements to any municipality and public or private utility company for the purpose of constructing and maintaining a sanitary sewer main servicing The Gathering Subdivision and for the purpose of transmitting electric energy, signals, television, telecommunication and natural gas services within or through The Gathering Subdivision.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within ninety (90) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a ninety (90) day period, fails to begin curing such violation within the ninety (90) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including loss of environmental value, and to require the restoration of the property to the condition that existed prior to any such injury. Grantee may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee reasonably believes that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this paragraph without notice to Grantor, provided however, that 1) Grantee will make best efforts to contact Grantor via telephone prior to taking action; and 2) Grantee will notify Grantor of such action in writing within 24 hours of taking such action. Such notice shall describe the actual or potential damage and the estimated cost and time frame associated with prevention or correction of the damage and a statement of the reasons why action was necessary prior to notice to Grantor.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Any costs incurred by Grantee in enforcing the terms of this Easement against an individual Owner or Owners of lots in The Gathering and any costs of restoration necessitated by such Owner's violation of this Easement shall be borne by such Owner or

Owners. Any costs incurred by Grantee in enforcing the terms of this Easement against The Gathering Homeowners Association, Inc. (the "Association") and any costs of restoration necessitated by the Association's violation of the terms of this Easement shall be borne by the Association. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

5.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use of or activity with the purpose of this easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator, to hear the matter. If, for any reason, the parties are unable to agree on the selection of an arbitrator then in that event either party may petition a court of proper jurisdiction and proceed pursuant to Chapter 788 of the Wisconsin Statutes. In any event the prevailing party shall be entitled to all costs, expenses and attorneys' fees.

5.3 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor or others shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor or others shall impair such right or remedy or be construed as a waiver.

5.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.5 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Costs and Liabilities. Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. This specifically includes the costs associated with Grantee's management activity upon the Property that are within the limitations of paragraph 6.3, below.

6.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action,

claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or actions of any of the Indemnified Parties; (b) the obligations specified in paragraphs 6 and 6.1; and (c) the existence or administration of this Easement.

6.3 Payment for Grantee's Management Activities. Grantor recognizes that Grantee's management and stewardship of the Property will enhance the value of the properties in The Gathering, and that Grantee will incur expenses in carrying out its management and maintenance activities. At the end of each calendar year the Grantee shall submit to the Association a detailed invoice setting forth Grantee's actual costs for its management and maintenance of the Property for the past year, and the Association, within 45 days after receipt of the invoice, will pay the same. Provided, however, that the maximum amount that the Association shall be required to pay to Grantee for the year in which this Agreement is executed shall be the product of multiplying **\$200.00** by the number of platted lots in The Gathering not owned by Grantor as of January 1<sup>st</sup> of that year excluding lot 1 unless the owner of that lot shall have elected to join the Association; and the maximum amount that the Association shall be required to pay in any subsequent year shall be the product of **\$200.00** multiplied by one plus the percentage change in the Consumer Price Index- Urban Wage Earners and Clerical Workers, All Items, Milwaukee, 1984 = 100 from December of the year in which this Agreement is executed to December of the year to which the invoice pertains, multiplied by the number of platted lots in The Gathering and any additions thereto not owned by Grantor as of January 1<sup>st</sup> of such subsequent year. At the same time that Grantee submits its annual invoice to the Association the Grantee shall also submit a budget which sets forth the expenses for the following year which the Grantee expects to incur in its management and maintenance of the Property and which it expects the Association to pay.

Anything contained herein to the contrary notwithstanding, the obligation of the Association to pay the Grantee for its management and maintenance of the Property shall not become effective until the earlier of (i) January 1<sup>st</sup> of the year immediately following the year in which Grantor has sold and transferred title to 50% or more of its lots in The Gathering; or (ii) January 1, 202\_\_ . Grantee shall not be obligated to provide any management or maintenance on or for the Property until such time as the Association's obligation to pay Grantee's expenses is in effect; provided however, that the Association shall pay Grantee for Grantee's annual inspection of the Property made during any year before the year that the Association's obligation to pay Grantee's expenses is effective.

7. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Wisconsin law at the time, in accordance with paragraph 7.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

7.1 Proceeds. This Easement constitutes a real property interest immediately vested in

Grantee, which, for the purposes of paragraph 7, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

7.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. In the event that Grantee or its transferee is dissolved or no longer wishes to exercise its rights or carry out its obligations under this Easement, then upon such dissolution or upon written notice to the Director of Parks and Land Use for Waukesha County, all of the Grantee's rights and obligations hereunder shall be automatically transferred to and assumed by Waukesha County, including the requirement that the conservation purposes that this grant is intended to advance continue to be carried out.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

10. Estoppel Certificates. Upon request by Grantor, Grantee shall within ten (10) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement as may be requested by Grantor.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

C/O Siepmann Realty Corp. W240 NI221  
Pewaukee Road Waukesha, Wisconsin 53188

To Grantee:

Waukesha County Land Conservancy, Inc.  
P.O. Box 2572  
Brookfield, Wisconsin 53008

or to such other address as either party from time to time shall designate by written notice to the other.

12. Recordation. Grantee shall record this instrument in timely fashion in the office Register of Deeds of Waukesha County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling,

*To Have and To Hold* unto Grantee, its successors, and assigns forever.

*In Witness Whereof*, Grantor has set its hand on this \_\_\_ day of \_\_\_\_\_, 2025.

**Need signature blocks.**

The Gathering Homeowners Association, Inc. joins in this Conservation Easement for the purpose of acknowledging and accepting its obligations hereunder.

The Gathering Homeowners Association, Inc.

**Waukesha County joins?**

All that part is Outlot 1 of The Gathering, being a part of The Gathering in the Village of Summit, Waukesha County, Wisconsin, which is bounded and described as follows:

CONSENT OF MORTGAGEE

\_\_\_\_\_ as mortgagee of any present or future mortgage on the lands subject to the foregoing Conservation Easement, hereby consents to and agrees that its mortgages shall be subject the foregoing Conservation Easement.

**EXHIBIT A**

DRAFT



Building a Better World  
for All of Us®

March 26, 2025

RE: Village of Summit  
The Gathering Final Plat Review Letter  
SEH No. 176551 Task 41

Ms. Amy Barrows  
Village Planner  
Village of Summit  
37100 Delafield Road  
Summit, WI 53066

**Pinnacle Engineering Group Responses June 16, 2025**

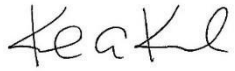
Dear Ms. Barrows:

We have reviewed the final plat for The Gathering Development being developed by Siepmann Realty Corporation and prepared by Pinnacle Engineering Group. The final plat reviewed is dated 03/06/2025. We provide the following comments and have attached a marked-up copy of the final plat to assist with the necessary revisions.

- 1) Two dimensions are missing along STH 67; from Whitaker Lane to the meander line and from the Meander line to the centerline of the river.  
**Added a set rebar on the section line on the boundary of the subdivision as that is an angle point. The overall distance from this set rebar to the centerline of the river is shown and that overall distance is broken into two distances. One is the distance from the set rebar to the meander line and the second is from the meander line to the centerline of the river.**
- 2) A well setback is required from the storm water basin.  
**The well setback areas on the impacted lots (7 & 8) is now shown on sheet 3.**
- 3) A 50' setback is required from the peak 100-year elevation for the storm water basin.  
**A 50' structure setback is now shown on the plat and building setback lines were adjusted to be outside of the setback area.**
- 4) The size of the concrete monuments found must be included.  
**The note "found concrete monument with brass cap" is noted at the section corners that were found. We did not dig the around the monuments to identify a size.**
- 5) WeEnergies and utility easements should be shown when available.  
**Utility easements are now shown on sheet 1.**
- 6) Access to the 50' wide drainage easement located on Outlot 1 and Lot 12 must be provided.  
**A 20' wide access easement that was added to the plat.**
- 7) Debra Michael's title is incomplete.  
**Revised to "Village Administrator-Clerk/Treasurer"**

Please contact me with any questions or comments at 414.949.8919 or [kkindred@sehinc.com](mailto:kkindred@sehinc.com).

Sincerely,

A handwritten signature in black ink that reads "Keith Kindred". The signature is written in a cursive, slightly slanted style.

Keith Kindred, PLS  
Principal, Regional Practice Center Leader  
(Lic. WI, IL) btp

x:\pt\s\summ\176551\task 41 - lurvey development review - the gathering\corr\review letters\176551 task 41- the gathering final plat review 03-26-2025.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

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March 25, 2025

RE: Village of Summit  
The Gathering - Storm Water  
Management and Engineering  
Improvement Plan Review  
SEH No. 176551 Task 41

Ms. Amy Barrows  
Village Planner  
Village of Summit  
37100 Delafield Road  
Summit, WI 53066

PEG responses in red below  
(6-11-25)

Dear Ms. Barrows:

We recently received Storm Water Management (SWMP) and Engineering Improvements Plans for The Gathering development located in the Village of Summit. Twelve lots are proposed for this single-family residential development. Six lots are located along the north side of Whitaker Lane and the other six lots are located along the west side of S. Wayfare Trail. All twelve lots would be access off existing roadways and no new roadways are proposed for this development. A wet detention basin is proposed to provide the storm water management for the development. The minimum lot size proposed is 36,000 sq.ft. Private asphalt trails are proposed throughout the outlot areas of the development with a 12-foot easement proposed for a public trail along the floodway of the Bark River.

The plans have been prepared by Pinnacle Engineering Group. The SWMP reviewed is dated February 10, 2025 and includes the storm water maintenance agreement. The Engineering Improvements Plans reviewed has a revision date of February 27, 2025. A landscaping plan has also been submitted and reviewed for engineering related items.

Based on the information provided, it appears that adequate area has been set aside to address the Village and State's storm water requirements but many revisions are needed for both the storm water and grading plan that will affect the plan results, so no approvals should be implied but the plans do provide enough supporting evidence to be comfortable moving forward with the concept proposed. The comments provided are mostly generalized since the plans are missing much of the needed detail to do a thorough review. A plan mark-up is included with the review to help the project engineer revise the plans and provide the necessary detail.

#### Storm Water Management Plan

- 1) It appears that the conclusion that infiltration should be exempt appears to be valid and upon formal request, should be accepted. **Comment only**
- 2) The infiltration rate used for the existing kettle/depression (0.11 in/hr) should be verified. There appears to have been a soil boring taken for Lot 8 that may provide supplemental information to verify the rate used, the results of the boring should be provided. This could potentially affect the allowable release rate. **The soil test pit for Lot 8 shows silt loam from the ground surface to a depth of 20 inches with sandy clay loam from 20-38 inches below ground. From Table 2 of DNR Technical Standard 1002 – Site Evaluation for Storm Water Infiltration, the most restrictive infiltration rate is 0.11 in/hr for sandy clay loam. The soil log for seasonal high groundwater for Lot 8 (and all lots) has been included in the SWMP.**

- 3) For WinSLAMM modeling:
  - Filter Strip #2's minimum flow length needs to be adjusted to match the easement width of 50-feet, or the easement will need to be expanded to the flow length used in the model of 70-feet. **The easement width has been expanded to be 100-feet.**
  - The WinSLAMM map needs to be updated. **The WinSLAMM map has been updated.**
  - The sharp crested weir height doesn't appear to be consistent with the structure modeled in HydroCAD. **The storm water BMP has been revised from a wet pond to a swale with culvert outlets. The sharp crested weir has been removed.**
  - Additional information, and supporting documentation, should be provided to justify the infiltration rate used for water quality associated with the Whitaker Lane roadside swale. **The information used in the Village's MS4 permit for the Whitaker Lane roadside swale has been included as an attachment in the SWMP.**
- 4) For SWMA:
  - Throughout the document, "The" should be capitalized, and included, when referring to the name of the development; "The Gathering". **"The GATHERING" has been revised to "THE GATHERING."**
  - Update Debra Michel's title to "Administrator-Clerk/Treasurer". **Title has been revised.**
  - Update the name of the development in Exhibit D. **Development name has been updated.**
  - Add a section for maintenance of the filter strips, consistent with the modeling requirements. **A section for filter strips has been added.**

### Engineering Improvements Plans

#### C-3 Interim Grading & Erosion Control Plan

- 5) Grading is needed to properly prepare the necessary driveway culvert to be installed for each of the lots. Some grading is shown in the master grading plan, but this ditch grading should occur with the initial site grading to create uniform slopes and restoration. It is allowed, and recommended, to utilize arched type culvert pipes since the grading shown in the master grading plan does not appear to allow adequate cover for the driveway culverts. Channel erosion control blanket needs to be used to stabilize the roadside swale. Sediment logs should be placed in the along the roadside swale once grading begins and remain until matted. **Ditch grading is shown per the Teams meetings with Brian Pehl on May 6 and May 12, 2025 to improve drainage and to allow for cover over future driveway arch pipes. Channel erosion control blanket and straw wattle ditch checks have been added.**
- 6) Recommend extending the TRM, or at a minimum extending Channel Type matting past the boardwalk crossing beyond the wet pond spillway/overflow structure, along the anticipated flow path. **The boardwalk has been removed. The spillway will drain across the paved path in storm events greater than the 2-year storm. A section of TRM has been added on the downstream side of the paved trail.**

#### C-4 Interim Grading & Erosion Control Plan

- 7) No construction entrance is shown coming off S. Wayfare Trail. If this is required, a note and potentially signage should be required stating as such. If construction traffic is allowed, then an entrance should be proposed. **A note has been added stating, "No construction entrance from S. Wayfare Trail is allowed."**
- 8) Grading is needed to properly prepare the necessary driveway culvert to be installed for each of the lots. Some grading is shown in the master grading plan, but this ditch grading should occur with the initial site grading to create uniform slopes and restoration. It is allowed, and recommended, to utilize arched type culvert pipes since the grading shown in the master grading plan does not appear to allow adequate cover for the driveway culverts. Channel erosion control blanket needs to be used to stabilize the roadside swale. Sediment logs should be placed in the along the roadside swale once grading begins and remain until matted. **Ditch grading is shown per the Teams meetings with Brian Pehl on May 6 and May 12, 2025 to improve drainage and to allow for cover over future driveway arch pipes. Channel erosion control blanket and straw wattle ditch checks have been added.**
- 9) Recommend the side yard grading between lots 9 & 10 be amended to eliminate the swale that the

proposed 867-foot contour creates. It appears the high/break point could be raised to allow for adequate slope along the property line towards the basin. It would be preferred to minimize concentrated flow across the paved path. **Grading has been revised and culverts added to minimize concentrated flow across the paved path.**

#### C-5 Master Grading Plan

- 1) The proposed/necessary culvert for each driveway should be shown on the plan, along with the length, slope, size and material of the pipe. As prior noted, an equivalent sized arch pipe may provide more cover than the typical round pipe noted in the table provided. It should also be noted that culvert installation is the builder/owner's responsibility. **The table on the Master Grading Plan includes the arch size, material, length and slope of each driveway culvert. The note underneath states that the builder will need to provide certification of culvert inverts to the Village Building Inspector upon culvert installation to confirm inverts are per plan and that it is required for the Occupancy Permit.**
- 2) The recommended TOF grading for Lot 1 only allows for a 9-foot basement or shallower, a note should be provided to alert the homebuyer/builder of this restriction. It appears that up to a 10-foot basement depth could be achieved on the others along Whitaker Lane but there are still restrictions on custom basement depths due to the season high ground water. **Each lot now has a noted minimum basement elevation and a proposed basement elevation (assuming a 9' basement based on the master grading plan) shown in the building pad. All lots can have a 9' basement based on the master grading plan and the SHGW. Any special basements deeper than 9' will need to be reviewed by the building inspector at the time of permit.**
- 3) It appears that the existing mailbox in front of Lot 2 will need to be relocated by the developer. The mailbox in front of Lot 6 may need to be moved, or at least protected, for the grading of the swale and driveway installation. Appropriate notes should be added. **A note has been added to the master grading plan for the lot owner to coordinate with the mailbox owner to relocate the existing mailbox if the proposed driveway is installed in the location shown on the plan.**
- 4) The fifty foot setback structure setback, measured from the calculated 100-year storm event maximum elevation should be shown on the plan, as well as a note regarding the minimum exposure/yard grade being two-feet above the same elevation. **A 50' setback line and a note regarding the setback and minimum exposure/yard grade has been added to the master grading plan.**

#### C-6 Master Grading Plan

- 1) The proposed/necessary culvert for each driveway should be shown on the plan, along with the length, slope, size and material of the pipe. As prior noted, an equivalent sized arch pipe may provide more cover than the typical round pipe noted in the table provided. It should also be noted that culvert installation is the builder/owner's responsibility. **The table on the Master Grading Plan includes the arch size, material, length and slope of each driveway culvert. The note underneath states that the builder will need to provide certification of culvert inverts to the Village Building Inspector upon culvert installation to confirm inverts are per plan and that it is required for the Occupancy Permit.**
- 2) Lots 11 & 12 appear better suited for full exposures and should be utilized unless the developer is avoiding their use.  
**The developer requested that we show the lots as lookouts. The developer requires individual grading plans from the homeowner/builder for each lot in the lot design phase. The developer reviews the individual grading plan before it is sent to the Village for a permit. If the homeowner desires a walkout on either of these lots, it will be shown on the individual lot grading plan.**
- 3) The fifty foot setback structure setback, measured from the calculated 100-year storm event maximum elevation should be shown on the plan, as well as a note regarding the minimum exposure/yard grade being two-feet above the same elevation. **A 50' setback line and a note regarding the setback and minimum exposure/yard grade has been added to the master grading plan.**

#### C-7 Construction Details

- 1) A boardwalk detail needs to be provided. Structural plans, designed by a structural engineer, licensed in WI, should be provided. **The developer has eliminated the boardwalk.**
- 2) The Pedestrian Path Detail should include how the edges are proposed to be restored. It should also indicate the required pitch, or crown, of the path. **The Pedestrian Path Detail has been revised to show 5' of mowed grass to be topsoiled (4"), seeded (DOT Seed Mix No. 40), and mulched. A 2% maximum slope has been added.**
- 3) The linework for the Overflow (Weir) Structure Detail is difficult to read. **The stormwater facility has been**

Ms. Amy Barrows

March 25, 2025

Page 4

- changed and the Overflow (Weir) Structure has been removed.
- 4) The Wet Pond Cross Section has a leadered note regarding the “Wet Pond Spillway” that doesn’t appear to be in the correct location. **The stormwater facility has been changed and the leadered note is not included.**
  - 5) Note 2 for the Wet Pond Spillway detail should be clearer, the type of matting should be provided. Recommend TRM be extended, preferably to or past the proposed boardwalk. **A new Spillway Detail has replaced the Wet Pond Spillway Detail. Note 2 on the new Spillway Detail has been revised and expanded from the old Note 2. It now says to extend matting to the paved path on the outside of the stormwater facility and to install one roll of matting along the path for the width of the spillway on the downgradient side of the paved path. Landlok 450 or equal is shown in the detail.**
  - 6) For the Construction Sequence:
    - For Step 2, the last sentence should be clearer – does the original grade refer to the proposed/design grade? **This comment now refers to Step 5. “Original Grades” has been revised to “Design Grades”.**
    - For Step 4, grading of the ROW/roadside swale should be added/included in this step. **This comment now refers to Steps 4 and 6. “ROW/Existing Roadside Swales” has been added.**
    - For Step 5, add restoration of the ROW/roadside swale. **This comment now refers to Step 8. Instead of saying “Restore disturbed area on lots”, it now says, “Respread topsoil, seed, fertilize and stabilize all disturbed areas.”**
    - Preparation and paving of the trail should be included in the sequencing. **The paved path has been added as Step 7.**

#### General Comments

- 1) A Village SW & EC permit will be required. **Comment only.**
- 2) A sign plan should be submitted. **No signs are proposed.**
- 3) The Landscape Plan provided needs to be updated to be consistent with the engineering plans, most notably regarding the boardwalk locations and trail material. No review included on proposed plant and trees proposed, it’s assumed that you will be providing that review. **The developer will submit an updated landscape plan separately.**
- 4) The current condition of the Whitaker Lane and S. Wayfare Trail should be well documented prior to beginning construction. Consideration should be given to providing guarantees on the condition of the roadway after the construction and home building is complete. **Comment only. For developer.**
- 5) A Developer’s Agreement should be considered for the improvements in the ROW. **Comment only. For developer.**
- 6) A financial guarantee will be required. **Comment only. For developer.**
- 7) An as-built plan of the storm water basin, swales leading to the basin, and roadside swale grading for both Whitaker Lane and S. Wayfare Trail. **Understood.**

Please do not hesitate to contact me with any questions or comments at 414.507.8840 or bpehl@sehinc.com.

Sincerely,



Brian Pehl, PE  
(Lic. WI)

CC: Kamron Nash, Village Public Works Director  
Tony Zanon, PE - Pinnacle Engineering Group  
Eric Maki, PE - Pinnacle Engineering Group  
John Siepmann – Siepmann Realty Corp.

btp



Building a Better World  
for All of Us®

March 25, 2025

RE: Village of Summit  
The Gathering - Storm Water  
Management and Engineering  
Improvement Plan Review  
SEH No. 176551 Task 41

Ms. Amy Barrows  
Village Planner  
Village of Summit  
37100 Delafield Road  
Summit, WI 53066

Dear Ms. Barrows:

We recently received Storm Water Management (SWMP) and Engineering Improvements Plans for The Gathering development located in the Village of Summit. Twelve lots are proposed for this single-family residential development. Six lots are located along the north side of Whitaker Lane and the other six lots are located along the west side of S. Wayfare Trail. All twelve lots would be access off existing roadways and no new roadways are proposed for this development. A wet detention basin is proposed to provide the storm water management for the development. The minimum lot size proposed is 36,000 sq.ft. Private asphalt trails are proposed throughout the outlot areas of the development with a 12-foot easement proposed for a public trail along the floodway of the Bark River.

The plans have been prepared by Pinnacle Engineering Group. The SWMP reviewed is dated February 10, 2025 and includes the storm water maintenance agreement. The Engineering Improvements Plans reviewed has a revision date of February 27, 2025. A landscaping plan has also been submitted and reviewed for engineering related items.

Based on the information provided, it appears that adequate area has been set aside to address the Village and State's storm water requirements but many revisions are needed for both the storm water and grading plan that will affect the plan results, so no approvals should be implied but the plans do provide enough supporting evidence to be comfortable moving forward with the concept proposed. The comments provided are mostly generalized since the plans are missing much of the needed detail to do a thorough review. A plan mark-up is included with the review to help the project engineer revise the plans and provide the necessary detail.

### **Storm Water Management Plan**

- 1) It appears that the conclusion that infiltration should be exempt appears to be valid and upon formal request, should be accepted.
- 2) The infiltration rate used for the existing kettle/depression (0.11 in/hr) should be verified. There appears to have been a soil boring taken for Lot 8 that may provide supplemental information to verify the rate used, the results of the boring should be provided. This could potentially affect the allowable release rate.

Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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- 3) For WinSLAMM modeling:
  - Filter Strip #2's minimum flow length needs to be adjusted to match the easement width of 50-feet, or the easement will need to be expanded to the flow length used in the model of 70-feet.
  - The WinSLAMM map needs to be updated
  - The sharp crested weir height doesn't appear to be consistent with the structure modeled in HydroCAD.
  - Additional information, and supporting documentation, should be provided to justify the infiltration rate used for water quality associated with the Whitaker Lane roadside swale.
- 4) For SWMA:
  - Throughout the document, "The" should be capitalized, and included, when referring to the name of the development; "The Gathering".
  - Update Debra Michel's title to "Administrator-Clerk/Treasurer".
  - Update the name of the development in Exhibit D.
  - Add a section for maintenance of the filter strips, consistent with the modeling requirements.

### **Engineering Improvements Plans**

#### **C-3 Interim Grading & Erosion Control Plan**

- 5) Grading is needed to properly prepare the necessary driveway culvert to be installed for each of the lots. Some grading is shown in the master grading plan, but this ditch grading should occur with the initial site grading to create uniform slopes and restoration. It is allowed, and recommended, to utilize arched type culvert pipes since the grading shown in the master grading plan does not appear to allow adequate cover for the driveway culverts. Channel erosion control blanket needs to be used to stabilize the roadside swale. Sediment logs should be placed in the along the roadside swale once grading begins and remain until matted.
- 6) Recommend extending the TRM, or at a minimum extending Channel Type matting past the boardwalk crossing beyond the wet pond spillway/overflow structure, along the anticipated flow path.

#### **C-4 Interim Grading & Erosion Control Plan**

- 7) No construction entrance is shown coming off S. Wayfare Trail. If this is required, a note and potentially signage should be required stating as such. If construction traffic is allowed, then an entrance should be proposed.
- 8) Grading is needed to properly prepare the necessary driveway culvert to be installed for each of the lots. Some grading is shown in the master grading plan, but this ditch grading should occur with the initial site grading to create uniform slopes and restoration. It is allowed, and recommended, to utilize arched type culvert pipes since the grading shown in the master grading plan does not appear to allow adequate cover for the driveway culverts. Channel erosion control blanket needs to be used to stabilize the roadside swale. Sediment logs should be placed in the along the roadside swale once grading begins and remain until matted.
- 9) Recommend the side yard grading between lots 9 & 10 be amended to eliminate the swale that the proposed 867-foot contour creates. It appears the high/break point could be raised to allow for adequate slope along the property line towards the basin. It would be preferred to minimize concentrated flow across the paved path.

#### C-5 Master Grading Plan

- 1) The proposed/necessary culvert for each driveway should be shown on the plan, along with the length, slope, size and material of the pipe. As prior noted, an equivalent sized arch pipe may provide more cover than the typical round pipe noted in the table provided. It should also be noted that culvert installation is the builder/owner's responsibility.
- 2) The recommended TOF grading for Lot 1 only allows for a 9-foot basement or shallower, a note should be provided to alert the homebuyer/builder of this restriction. It appears that up to a 10-foot basement depth could be achieved on the others along Whitaker Lane but there are still restrictions on custom basement depths due to the season high ground water.
- 3) It appears that the existing mailbox in front of Lot 2 will need to be relocated by the developer. The mailbox in front of Lot 6 may need to be moved, or at least protected, for the grading of the swale and driveway installation. Appropriate notes should be added.
- 4) The fifty foot setback structure setback, measured from the calculated 100-year storm event maximum elevation should be shown on the plan, as well as a note regarding the minimum exposure/yard grade being two-feet above the same elevation.

#### C-6 Master Grading Plan

- 1) The proposed/necessary culvert for each driveway should be shown on the plan, along with the length, slope, size and material of the pipe. As prior noted, an equivalent sized arch pipe may provide more cover than the typical round pipe noted in the table provided. It should also be noted that culvert installation is the builder/owner's responsibility.
- 2) Lots 11 & 12 appear better suited for full exposures and should be utilized unless the developer is avoiding their use.
- 3) The fifty foot setback structure setback, measured from the calculated 100-year storm event maximum elevation should be shown on the plan, as well as a note regarding the minimum exposure/yard grade being two-feet above the same elevation.

#### C-7 Construction Details

- 1) A boardwalk detail needs to be provided. Structural plans, designed by a structural engineer, licensed in WI, should be provided.
- 2) The Pedestrian Path Detail should include how the edges are proposed to be restored. It should also indicate the required pitch, or crown, of the path.
- 3) The linework for the Overflow (Weir) Structure Detail is difficult to read.
- 4) The Wet Pond Cross Section has a leadered note regarding the "Wet Pond Spillway" that doesn't appear to be in the correct location.
- 5) Note 2 for the Wet Pond Spillway detail should be clearer, the type of matting should be provided. Recommend TRM be extended, preferably to or past the proposed boardwalk.
- 6) For the Construction Sequence:
  - For Step 2, the last sentence should be clearer – does the original grade refer to the proposed/design grade?
  - For Step 4, grading of the ROW/roadside swale should be added/included in this step.
  - For Step 5, add restoration of the ROW/roadside swale.
  - Preparation and paving of the trail should be included in the sequencing.

#### General Comments

- 1) A Village SW & EC permit will be required.
- 2) A sign plan should be submitted.

- 3) The Landscape Plan provided needs to be updated to be consistent with the engineering plans, most notably regarding the boardwalk locations and trail material. No review included on proposed plant and trees proposed, it's assumed that you will be providing that review.
- 4) The current condition of the Whitaker Lane and S. Wayfare Trail should be well documented prior to beginning construction. Consideration should be given to providing guarantees on the condition of the roadway after the construction and home building is complete.
- 5) A Developer's Agreement should be considered for the improvements in the ROW.
- 6) A financial guarantee will be required.
- 7) An as-built plan of the storm water basin, swales leading to the basin, and roadside swale grading for both Whitaker Lane and S. Wayfare Trail.

Please do not hesitate to contact me with any questions or comments at 414.507.8840 or [bpehl@sehinc.com](mailto:bpehl@sehinc.com).

Sincerely,



Brian Pehl, PE  
(Lic. WI)

CC: Kamron Nash, Village Public Works Director  
Tony Zanon, PE - Pinnacle Engineering Group  
Eric Maki, PE - Pinnacle Engineering Group  
John Siepmann – Siepmann Realty Corp.

btp



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**LEGAL DESCRIPTION:**  
Being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35; thence South 00°30'01" East along the west line of said Southwest 1/4, 56.19 feet thence North 89°29'59" East, 60.00 feet to the east right of way line of South Summit Avenue - State Trunk Highway "67" and the Point of Beginning; thence North 00°30'01" West along said east right of way line, 56.15 feet; thence North 00°25'14" West along said east right of way line 110 feet, more or less to the centerline of the Bark River; thence northwesterly 2588 feet, more or less, along the centerline of the Bark River; thence South 07°20'21" East along the west line of Certified Survey Map No. 4464, 638 feet, more or less, to the northwesterly right of way line of South Wayfare Trail and a point on a curve; thence southwesterly 443.42 feet along the arc of said left curve and said right of way line, whose radius is 409.78 feet and whose chord bears South 12°39'39" West, 422.10 feet; thence South 18°20'21" East along said northwesterly right of way line, 350.00 feet to a point of curvature; thence southeasterly 153.63 feet along the arc of said curve to the left and said right of way line, whose radius is 2995.34 feet and whose chord bears South 19°48'31" East, 153.61 feet; thence South 62°18'01" West along the north line of Certified Survey Map No. 8393, 797.18 feet to a point on a curve on the northerly right of way line of Whitaker Lane; thence northwesterly 5.26 feet along the arc of said curve to the left and said right of way line, whose radius is 595.70 feet and whose chord bears North 61°14'47" West, 5.25 feet; thence North 61°30'01" West along said northerly right of way line, 571.88 feet to a point of curvature; thence northwesterly 329.84 feet along the arc of said curve to the left and said right of way line, whose radius is 651.67 feet and whose chord bears North 76°00'11" West, 326.33 feet; thence South 89°29'59" West along said right of way line, 80.00 feet to the Point of Beginning.

**GENERAL NOTES:**

- Survey prepared for: MARK & EILEEN LURVEY TRUST
- Field work completed on SEPTEMBER 6, 2024
- Flood Zone Classification: The property lies within Zone "X", Zone "AE", "Floodway" and "Other Flood Areas" of the Flood Insurance Rate Map, Community Panel No. 55133C0164H with an effective date of NOVEMBER 5, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain. Zone "AE" are Special Flood Hazard Areas with Base Flood Elevations determined. "Floodway" is the channel of the stream. "Other Flood Areas" are areas of 500 Year Flood chances.
- Vertical Datum: North American Vertical Datum of 1988 (12), (NAVD88). Reference Benchmark: Monument with brass cap at the southwest corner of the Northwest 1/4 Section 35, Town 7 North, Range 17 East, Elevation = 686.51.
- Underground utility locations shown are based on field location markings by Digger's Hotline ticket #20243418533 with a clear date of SEPTEMBER 1, 2024. The location and size of underground structures and utilities shown herein have been based on reasonable visual observation and are shown for informational purposes only. PINNACLE ENGINEERING GROUP, LLC. does not guarantee the location of utilities shown. Contact Digger's Hotline prior to the start of any activity.
- Wetlands delineated by Heartland Ecological Group, Inc. MAY, 2024.
- Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
- Where the property being surveyed includes a water boundary, the parties relying on the survey should be aware that: (1) laws regarding the delineation between the ownership of the bed of navigable waters and the riparian owner differ from state to state, (2) water boundaries are typically subject to change due to natural causes, and (3) as a result, the boundary shown herein may or may not represent the actual location of the limit of title. The edge of water and ordinary high-water mark shown hereon was located on September 6, 2024.
- Soil tests performed by Butler Engineering Inc in November 2024.
- Village of Summit Shoreland Jurisdictional Limit is 300 feet from the OHWM or the landward side of the floodplain, whichever is greater.
- Setback Note: There shall be no improvements or structures placed between the highway and the setback line without a Special Exception from the Department of Transportation. This shall be a restriction for the benefit of the public under §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Access Note: §233.05(1) As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 67, as shown on the plat, it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §236.293, Stats., and shall be enforceable by the Department of Transportation.
- Noise Note: §233.105(1) The lots of this land division may experience noise at the levels exceeding the levels in § Trans 405.04, Table 1. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highway or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.
- Vision Corner: §233.105(2) No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height. This requirement is for Outlot 1 where Whitaker Lane connects to Summit Ave (S.T.H. 67).
- 12' wide public access trail easement dedicated to the Village of Summit or Waukesha County for public use. Construction of trail is subject to Village, DNR, and ACOE approvals.

**VILLAGE OF SUMMIT ZONING:**  
R-3 VILLAGE RESIDENTIAL DISTRICT CONSERVATION  
DENSITY FACTOR/AREA PER DWELLING UNIT = 28,000 SF  
MINIMUM TOTAL OPEN SPACE = 40% OF PROJECT AREA  
MINIMUM LOT AREA = 20,000 SF  
MINIMUM LOT WIDTH = 120' AT BUILDING SETBACK (PROPOSING 120' AT 30')  
TOTAL FLOODPLAIN ON OUTLOT 1 = 235,546 SF  
TOTAL WETLAND ON OUTLOT 1 = 82,225 SF  
TOTAL WETLAND OUTSIDE OF FLOODPLAIN ON OUTLOT 1 = 225 SF  
TOTAL UPLAND ON OUTLOT 1 = 567,530 SF

**AREAS:**  
TOTAL SITE AREA = 1,734,740 SF (39.8242 AC)  
TOTAL LOT AREA (LOTS 1-11) = 415,947 SF  
TOTAL OUTLOT 1 AREA TO = 803,301 SF  
TOTAL FLOODPLAIN ON OUTLOT 12 = 312,160 SF  
TOTAL WETLAND ON LOT 12 = 211,488 SF  
TOTAL WETLAND OUTSIDE OF FLOODPLAIN ON LOT 12 = 1,391 SF  
TOTAL UPLAND ON LOT 12 = 201,941 SF

**PROPOSED NUMBER OF LOTS:** 12  
**PROPOSED NUMBER OF OUTLOTS:** 1

**PROJECT ENGINEER/SURVEYOR:**  
ANTHONY S. ZANON, P.E.  
JOHN P. KONOPACKI, P.L.S.  
PINNACLE ENGINEERING GROUP  
20725 WATERTOWN ROAD, SUITE 100  
BROOKFIELD, WI 53186  
(262) 754-8888  
tony.zanon@pinnacle-engr.com

**OWNER/DEVELOPER:**  
MARK & EILEEN LURVEY TRUST  
C/O SIEPMANN REALTY CORPORATION  
ATTN: JOHN SIEPMANN  
W240 N1221 PEWAUKEE ROAD  
WAUKESHA, WI 53188  
(262) 650-9700  
john@siepmannrealty.com

**LEGEND OF SYMBOLS & ABBREVIATIONS**

Sanitary Manhole	Fiber Optic Marker	Sign
Storm Manhole	Fiber Optic Manhole Vault	Mail Box
Storm Inlet	Telephone Pedestal	Flag Pole
Cleanout	Telephone Manhole Vault	Basketball Hoop
Catch Basin	Telephone Manhole	Bollard
Latrine	Transformer	Cross Cut
Unknown Manhole	Electric Meter Pedestal	Iron Pipe
Well	Electric Manhole Vault	Iron Rebar/Rod
Hydrant	Cable TV Manhole Vault	Mag Mail
Water Valve	TV Manhole Vault	Section Monument
Down Spout	Gas Valve	Bench Mark
Sprinkler Valve	Gas Meter	Conifer Tree
Water Shut Off	Gas Marker	Deciduous Tree
Standpipe	Air Conditioning Unit	Bush
Water Manhole	Vent	Wetland Symbol
Flood Light	Directional Arrow	CL - Centerline
Light Pole	Dumpster	CONC - Concrete
Traffic Signal Pole	Handicap Stall	EL - Elevation
Utility Pole	Spot Elevation	EXT - Existing
Guy Wire	Sanitary Sewer	INV - Invert
	Storm Sewer	MON - Monument
	Water Main	P.O.B. - Point of Beginning
	Fiber Optic Line	P.O.C. - Point of Commencement
	Telephone Line	R.O.W. - Right of Way
	Electric Line	SEC. - Section
	Overhead Wires	SO. FT. - Square Feet
	Cable Television	W - With
	Gas Main	(R) - Recorded As
	Wetlands	(D) - Deeded As
	Tree Line	
	No Access	

**VICINITY SKETCH**  
SW 1/4 & NW 1/4 SEC. 35, T7N, R17E  
1" = 200'

**CALL DIGGERS HOTLINE**  
1-800-242-8511  
TOLL FREE  
VIS STATUTE 98.09(2)  
REGARDING THE WORK AREA  
NOTICE BEFORE YOU EXCAVATE  
M.I.W. AREA 259-1181

**NOTE:** The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc., Etc.

FOR REVIEW

DESIGNED: BR  
DRAWN: EM  
REVIEWED: ASZ

**PINNACLE ENGINEERING GROUP**  
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WISCONSIN OFFICE:  
20725 WATERTOWN ROAD  
BROOKFIELD, WI 53186  
(262) 754-8888  
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**THE GATHERING**  
PART OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4 AND PART OF THE NE 1/4,  
SE 1/4, SW 1/4 AND NW 1/4 OF THE NW 1/4 OF SEC. 35, T7N, R17E,  
VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

**SITE PLAN**

**REVISIONS**

1	GRADING LOTS 7-12	02-27-25
2	VILLAGE/DNR COMMENTS	06-11-25

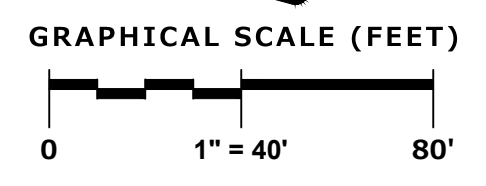
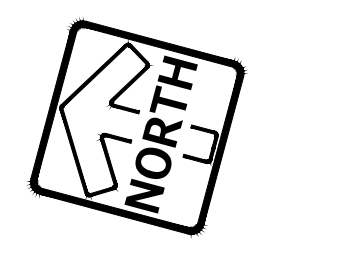
PEG JOB #5866.00-W1  
ASZ  
START DATE: 02-10-25  
SCALE: 1" = 100'

**SHEET**  
C-2  
C-8

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REVISION: ASZ  
DESIGNED: EM  
DRAWN: BR  
DATE: 02-10-25



### LEGEND

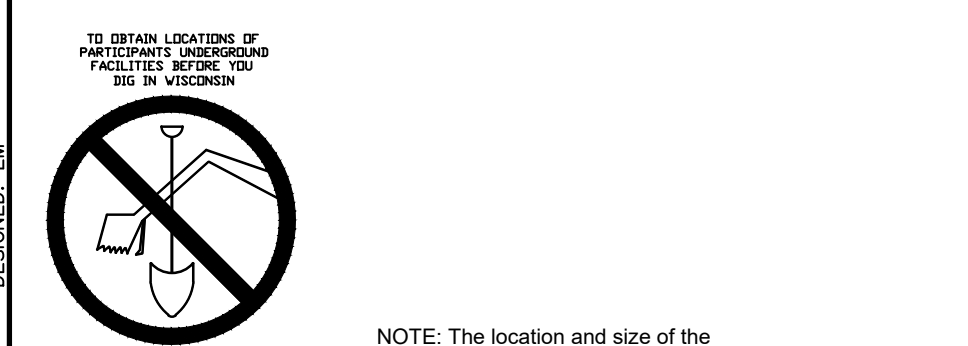
- EXISTING CONTOUR
- PROPOSED CONTOUR
- TEMPORARY PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED TRACKING PAD (WI DNR 1057)
- PROPOSED SILT FENCE (WI DNR 1056)
- INSTALL PAINTED LATH ALONG DESIGNATED LINE
- PROPOSED STRAW WATTLE DITCH CHECK (WI DNR 1062)
- PROPOSED MEDIUM RIP-RAP ON STABILIZATION FABRIC
- TEMP. EROSION CONTROL BLANKET S32 (DOT CLASS I, TYPE B) (WI DNR 1052)
- CHANNEL EROSION CONTROL BLANKET C32 OR C32BD (DOT CLASS II, TYPE B) (WI DNR 1053)
- OVERFLOW SPILLWAY MATTING (SEE SPILLWAY DETAILS) LANDLOK 450 (WI DNR 1052)

- NOTES:**
- USE THIS INTERIM GRADING PLAN FOR CONSTRUCTION.
  - SEE NOTES AND DETAILS ON CONSTRUCTION DETAIL SHEETS.
  - KEEP PUBLIC ROADS CLEAN AT ALL TIMES.

#### TREE TRANSPLANTING METHODS:

**METHOD 1:** TREE SHALL BE REMOVED USING A TREE SPADE LARGE ENOUGH TO RETAIN A ROOTBALL WITH SUFFICIENT SIZE AND STRUCTURE TO ENSURE LONG TERM VIABILITY OF TRANSPLANTED TREE. TREE SHALL BE SPADED PRIOR TO GRADING OPERATIONS WITHIN THE TREE'S DRIPLINE. IF GRADING WILL OCCUR IMMEDIATELY AFTER TREE SPADE TAKES PLACE, THE TREE MAY BE HELD IN THE TREE SPADE AND THEN RETURNED TO THE GROUND IMMEDIATELY FOLLOWING THE PROPOSED GRADING. TREE SHALL BE WATERED IMMEDIATELY FOLLOWING PLACEMENT BACK INTO THE GROUND AND WATERED ON A REGULAR BASIS FOR A MINIMUM OF 60 DAYS.

**METHOD 2:** TREE SHALL BE REMOVED USING A TREE SPADE LARGE ENOUGH TO RETAIN A ROOTBALL WITH SUFFICIENT SIZE AND STRUCTURE TO ENSURE LONG TERM VIABILITY OF TRANSPLANTED TREE. INDUSTRY STANDARDS SHALL BE FOLLOWED. TREE SHALL BE SPADED PRIOR TO GRADING OPERATIONS WITHIN THE TREE'S DRIPLINE. IF GRADING WILL NOT OCCUR IMMEDIATELY AFTER TREE SPADE TAKES PLACE, THE TREE MAY BE PLACED IN A SHADED HOLDING AREA UNTIL THE GRADING HAS OCCURRED AND THE TREE CAN BE PLACED BACK INTO THE FINAL LOCATION. WHILE IN THE HOLDING AREA THE TREE SHALL BE PROTECTED FROM THE SUN AND THE TREE'S ROOTBALL SHALL BE COVERED WITH WOOD MULCH AND KEPT MOIST THROUGH WATERING ON A REGULAR BASIS; THE TREE'S ROOTBALL MUST BE PREVENTED FROM DRYING OUT. AFTER GRADING OPERATIONS HAVE OCCURRED, THE TREE SHALL BE PLACED IN ITS FINAL LOCATION BY MEANS OF THE TREE SPADE. TREE SHALL BE WATERED IMMEDIATELY FOLLOWING PLACEMENT BACK INTO THE GROUND AND WATERED ON A REGULAR BASIS FOR A MINIMUM OF 60 DAYS.



NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.  
Contact Diggers Hotline, Inc., etc.



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# THE GATHERING

## VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

### INTERIM GRADING & EROSION CONTROL PLAN

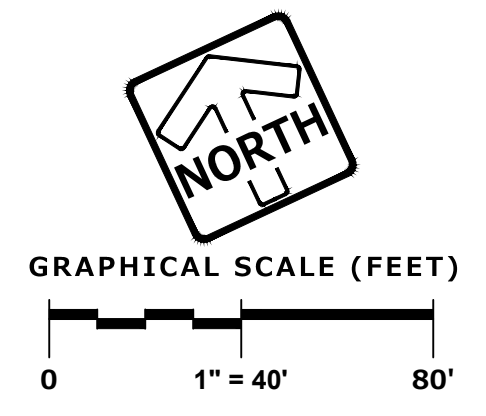
REVISIONS	
1 GRADING LOTS 7-12	02-27-25
2 VILLAGE/DNR COMMENTS	06-11-25

PEG JOB NO: 5866.00-W1  
 ASZ  
 START DATE: 02-10-25  
 SCALE: 1" = 40'  
 SHEET: C-4  
 C-8

FOR REVIEW  
INTERIM GRADING & EROSION CONTROL PLAN  
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LOT #	Soil Observ. (#)*	Surface Elev. (NGVD 29)	Bottom Elev. of Soil Profile	Soil Map Unity Symbol (NRCS)	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table (Feet)	Minimum Basement Floor Elevation**
1	B-1	865.20	857.70	FsA	860.70	4.50	861.70
2	B-2	866.10	857.90	FsA	860.10	6.00	861.10
3	B-3	867.00	858.20	FsA	860.30	6.70	861.30
4	B-4	867.20	858.40	FsA	859.50	7.70	860.50
5	B-5	869.00	860.50	FsA	860.50	>8.50	861.50
6	B-6	869.30	860.80	FsA	860.80	>8.50	861.80

NOTES:  
 \* = SOIL TEST PITS ON EACH LOT BY HARRY G. BUTLER IN NOVEMBER OF 2024  
 \*\* = THE VILLAGE OF SUMMIT REQUIRES THE MINIMUM BASEMENT FLOOR ELEVATION BE AT LEAST 12" ABOVE SEASONAL HIGH GROUNDWATER



NOTE:  
 THIS MASTER GRADING PLAN IS FOR THE INDIVIDUAL HOME CONSTRUCTION. USE THE INTERIM GRADING PLAN FOR CONSTRUCTION.

LEGEND	
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED SPOT ELEVATION
	TOP OF FOUNDATION
	GARAGE FLOOR AT OVERHEAD DOOR
	FINISHED YARD GRADE
	PROPOSED DRIVEWAY SLOPE
	MINIMUM BASEMENT FLOOR ELEVATION BASED ON BEING ONE FOOT ABOVE THE SEASONAL HIGH GROUNDWATER ELEVATION (SHOW)
	PROPOSED BASEMENT FLOOR ELEVATION ASSUMING A 9' BASEMENT WALL AND A 3' BASEMENT FLOOR

DRIVEWAY CULVERTS			
LOT #	SIZE (INCHES)	LENGTH (FEET)	SLOPE
1	21"x15" ARCH CMP	40	0.75%
2	17"x13" ARCH CMP	40	0.50%
3	17"x13" ARCH CMP	40	0.75%
4	17"x13" ARCH CMP	40	0.48%
5	17"x13" ARCH CMP	40	0.50%
6	17"x13" ARCH CMP	40	0.25%

INSTALL ARCH PIPES DUE TO MINIMAL COVER AVAILABLE

DRIVEWAY CULVERT NOTE:  
 REMOVE TOPSOIL AND INSTALL STONE BASE SO CULVERT MEETS EXISTING DITCH LINE. BUILDER WILL NEED TO PROVIDE CERTIFICATION OF CULVERT INVERTS TO THE VILLAGE BUILDING INSPECTOR UPON CULVERT INSTALLATION TO CONFIRM INVERTS ARE PER PLAN. THIS IS REQUIRED FOR THE OCCUPANCY PERMIT.



TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES, UTILITIES, AND/OR STRUCTURES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT THE ENGINEER AND/OR SURVEYOR DOES NOT GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.  
 CONTACT DIGGERS HOTLINE, INC., ETC.

DESIGNED: EM  
 CHECKED: BR  
 DRAWN: BR

CALL DIGGERS HOTLINE  
 1-800-242-8511  
 TOLL FREE

NOTE: THE LOCATION AND SIZE OF THE UNDERGROUND STRUCTURES AND UTILITIES SHOWN HEREON HAVE BEEN LOCATED TO A REASONABLE DEGREE OF ACCURACY, BUT THE ENGINEER AND/OR SURVEYOR DOES NOT GUARANTEE THEIR EXACT LOCATION OR THE LOCATION OF OTHERS NOT SHOWN.  
 CONTACT DIGGERS HOTLINE, INC., ETC.

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# THE GATHERING

## VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

### MASTER GRADING PLAN

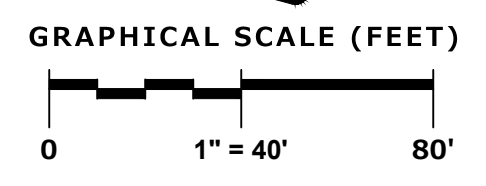
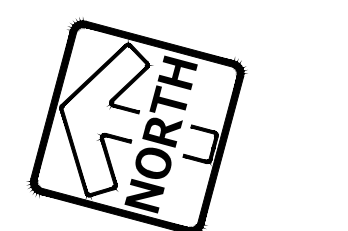
REVISIONS	
1 GRADING LOTS 7-12	02-27-25
2 VILLAGE/DNR COMMENTS	06-11-25

PEC JOB NO: 5866.00-01  
 ASZ  
 SCALE: 1" = 40'  
 SHEET C-5 C-8

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FOR REVIEW MASTER GRADING PLAN www.pinnacle-engr.com

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**NOTE:**  
THIS MASTER GRADING PLAN IS FOR THE INDIVIDUAL HOME CONSTRUCTION. USE THE INTERIM GRADING PLAN FOR CONSTRUCTION.

**LEGEND**

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- TOF TOP OF FOUNDATION
- GAR GARAGE FLOOR AT OVERHEAD DOOR
- YARD FINISHED YARD GRADE
- 4.5% PROPOSED DRIVEWAY SLOPE
- MIN BASE MINIMUM BASEMENT FLOOR ELEVATION BASED ON BEING ONE FOOT ABOVE THE SEASONAL HIGH GROUNDWATER ELEVATION (SHGW)
- PROP BASE PROPOSED BASEMENT FLOOR ELEVATION ASSUMING A 9' BASEMENT WALL AND A 3' BASEMENT FLOOR

DRIVEWAY CULVERTS			
LOT #	SIZE (INCHES)	LENGTH (FEET)	SLOPE
7	17"x13" ARCH CMP	40	0.55%
8	17"x13" ARCH CMP	40	1.00%
9	NO CULVERT	NA	NA
10	17"x13" ARCH CMP	40	1.00%
11	17"x13" ARCH CMP	40	1.58%
12	17"x13" ARCH CMP	45	1.78%

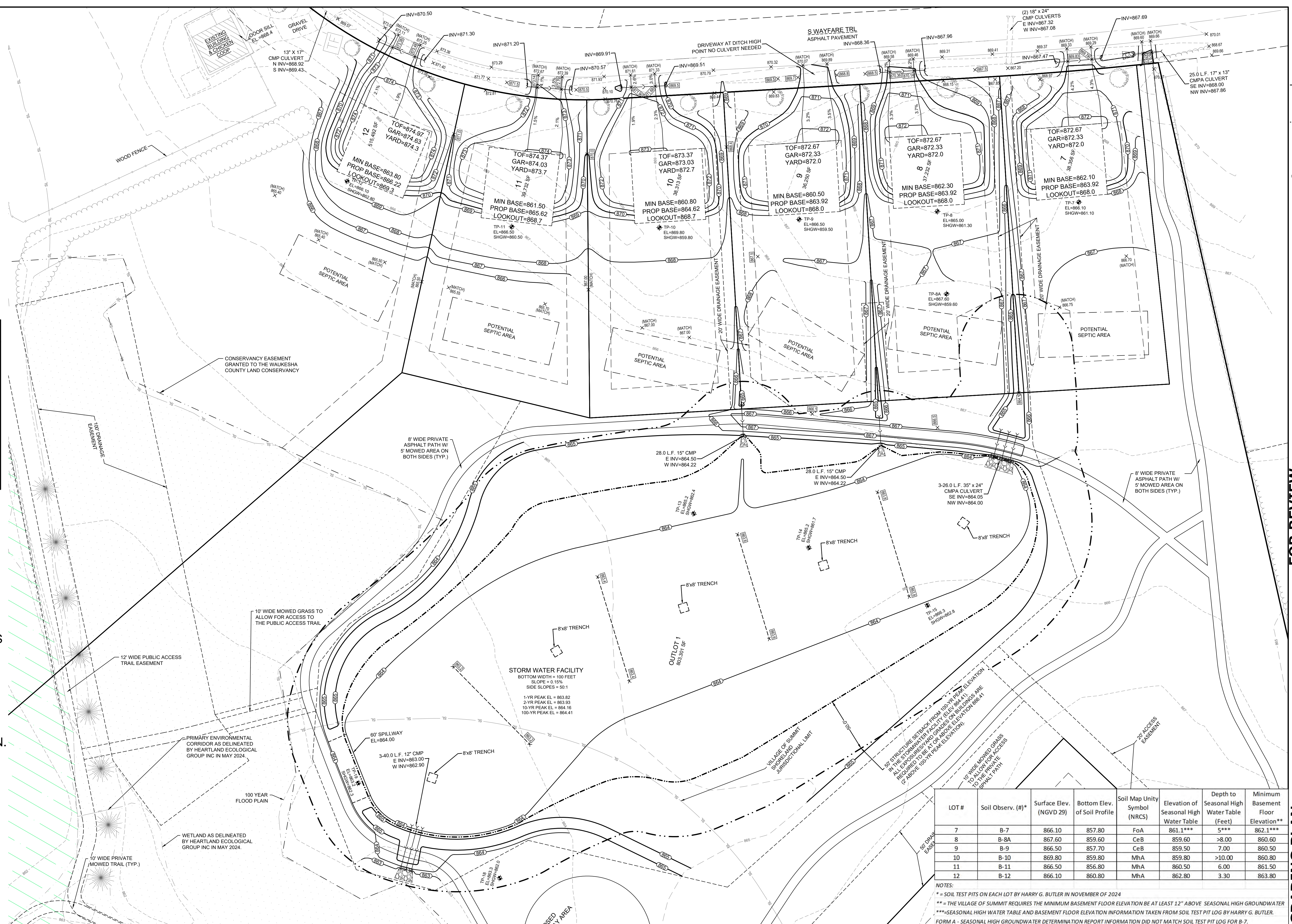
INSTALL ARCH PIPES DUE TO MINIMAL COVER AVAILABLE

**DRIVEWAY CULVERT NOTE:**  
REMOVE TOPSOIL AND INSTALL STONE BASE SO CULVERT MEETS EXISTING DITCH LINE. BUILDER WILL NEED TO PROVIDE CERTIFICATION OF CULVERT INVERTS TO THE VILLAGE BUILDING INSPECTOR UPON CULVERT INSTALLATION TO CONFIRM INVERTS ARE PER PLAN. THIS IS REQUIRED FOR THE OCCUPANCY PERMIT.



**CALL DIGGERS HOTLINE**  
1-800-242-8511  
TOLL FREE  
VIA STATUTE (HEARTLAND) RESOURCES FOR 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
MILLW. AREA 259-1181

**NOTE:** The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer and/or Surveyor does not guarantee their exact location or the location of others not shown.  
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LOT #	Soil Observ. (#)	Surface Elev. (NGVD 29)	Bottom Elev. of Soil Profile	Soil Map Unity Symbol (NRCS)	Elevation of Seasonal High Water Table	Depth to Seasonal High Water Table (Feet)	Minimum Basement Floor Elevation**
7	B-7	866.10	857.80	FoA	861.1***	5***	862.1***
8	B-8A	867.60	859.60	CeB	859.60	>8.00	860.60
9	B-9	866.50	857.70	CeB	859.50	7.00	860.50
10	B-10	869.80	859.80	MhA	859.80	>10.00	860.80
11	B-11	866.50	856.80	MhA	860.50	6.00	861.50
12	B-12	866.10	860.80	MhA	862.80	3.30	863.80

**NOTES:**  
\*\* = SOIL TEST PITS ON EACH LOT BY HARRY G. BUTLER IN NOVEMBER OF 2024  
\*\*\* = THE VILLAGE OF SUMMIT REQUIRES THE MINIMUM BASEMENT FLOOR ELEVATION BE AT LEAST 12" ABOVE SEASONAL HIGH GROUNDWATER  
\*\*\*\* = SEASONAL HIGH WATER TABLE AND BASEMENT FLOOR ELEVATION TAKEN FROM SOIL TEST PIT LOG BY HARRY G. BUTLER.  
FORM A - SEASONAL HIGH GROUNDWATER DETERMINATION REPORT INFORMATION DID NOT MATCH SOIL TEST PIT LOG FOR B-7.

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**THE GATHERING**  
VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

**MASTER GRADING PLAN**

**REVISIONS**

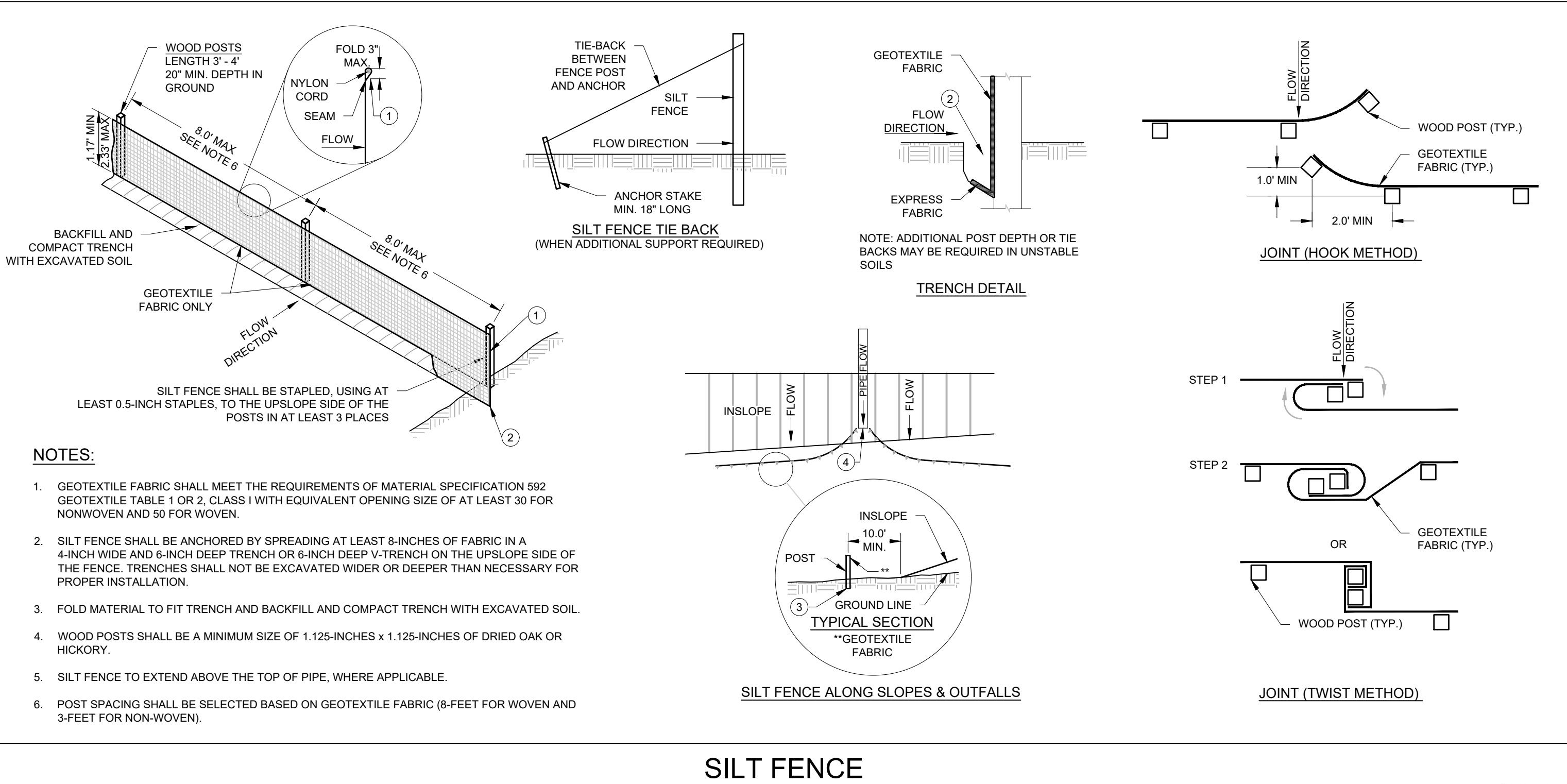
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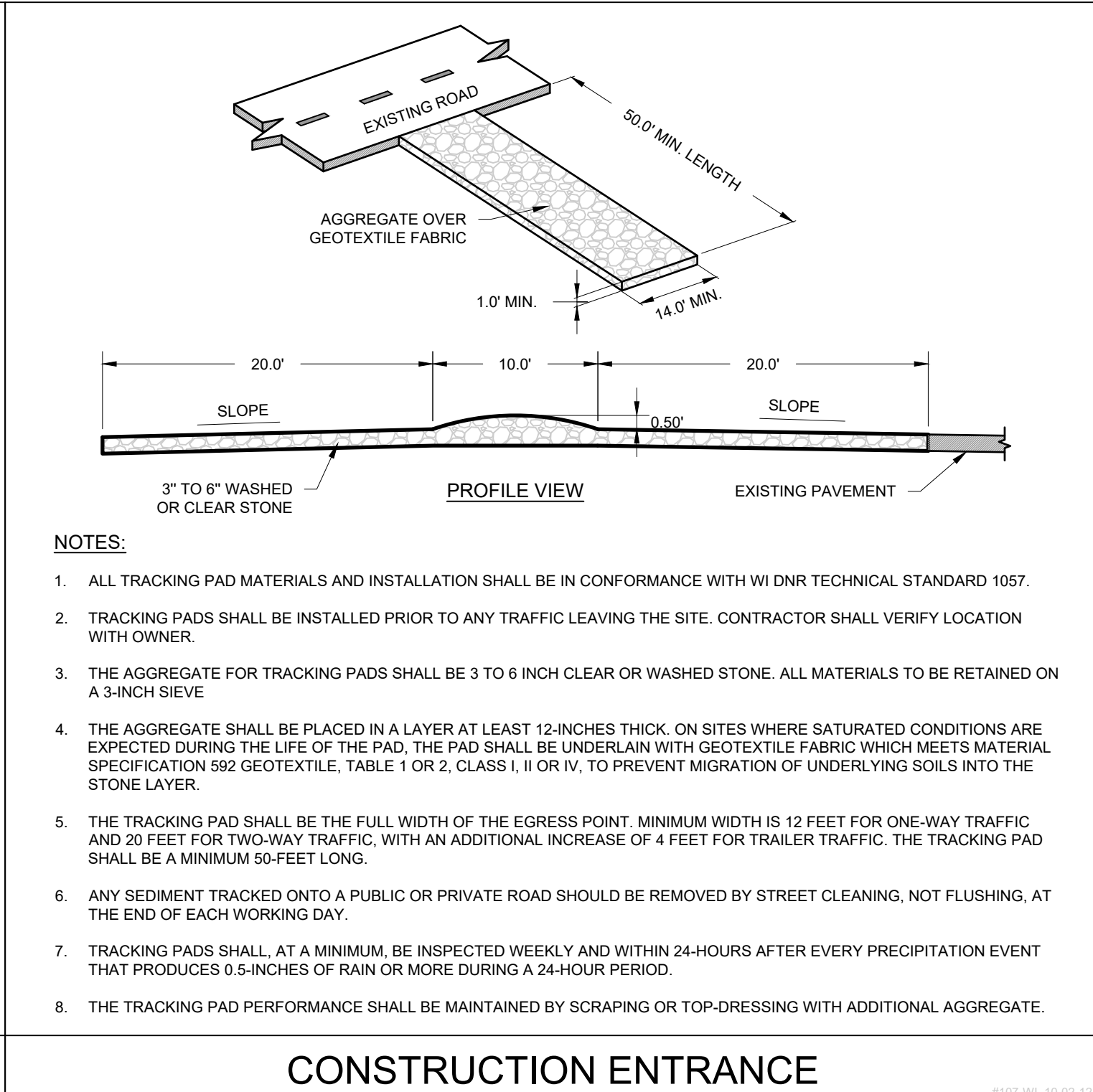
SHEET  
C-6  
C-8

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**SILT FENCE**



**CONSTRUCTION ENTRANCE**

**CONSTRUCTION SEQUENCE:**

- INSTALL TRACKING PAD, SILT FENCE, AND PAINTED LATH TO KEEP CONSTRUCTION TRAFFIC OUT OF FUTURE SEPTIC AREAS. CONTINUOUS INSPECTION OF EROSION CONTROL MEASURES THROUGHOUT THE PROJECT. THE GRADING CONTRACTOR SHALL INSPECT EROSION AND SEDIMENT CONTROL PRACTICES WEEKLY, AND WITHIN 24 HOURS AFTER EVERY RAIN EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE IN A 24 HOUR PERIOD. WRITTEN DOCUMENTATION OF EACH INSPECTION SHALL BE MAINTAINED ONLINE AND/OR AT THE CONSTRUCTION SITE AND SHALL INCLUDE THE TIME, DATE AND LOCATION OF INSPECTION, THE PHASE OF LAND DISTURBANCE AT THE CONSTRUCTION SITE, PERSON CONDUCTING THE INSPECTION, ASSESSMENT OF CONTROL PRACTICES, AND DESCRIPTION OF ANY EROSION OR SEDIMENT CONTROL MEASURE INSTALLATION OR MAINTENANCE PERFORMED IN RESPONSE TO THE INSPECTION.
- STRIP TOPSOIL IN THE STORMWATER FACILITY AND SEDIMENT TRAP AREAS. SEED AND STABILIZE STOCKPILES WITHIN SEVEN DAYS OF LAYUP.
- BEGIN STORMWATER FACILITY CONSTRUCTION. STORMWATER FACILITY TO BE USED AS A SEDIMENT TRAP DURING LOT GRADING. CONSTRUCT OTHER SEDIMENT TRAPS. STRIP TOPSOIL ON LOTS AND IN ROW/EXISTING ROADSIDE SWALES AND CREATE A TOPSOIL BERM WHERE SHOWN ON THE EROSION CONTROL PLAN. IMMEDIATELY SEED AND STABILIZE BERMS.
- CONTINUE STORMWATER FACILITY AND ROUGH GRADE LOTS AND ROW/EXISTING ROADSIDE SWALES.
- FINISH GRADE LOTS AND ROW/EXISTING ROADSIDE SWALES.
- STRIP TOPSOIL ON PAVED PEDESTRIAN PATH. INSTALL GRAVEL BASE AND ASPHALT PAVEMENT.
- RESPREAD TOPSOIL, SEED, FERTILIZE AND STABILIZE DISTURBED AREAS.
- SEED ALL UNDISTURBED CROPLAND AREAS ON LOTS AND OUTLOTS.
- FILL THE TEMPORARY SEDIMENT BASINS AND FINISH STORMWATER FACILITY TO FINAL GRADES WHEN ALL UPLAND AREAS HAVE REACHED FINAL GRADE AND ARE STABILIZED (80% REVEGETATED), IMMEDIATELY RESTORE THE FACILITY AREA. AS-BUILT THE STORMWATER FACILITY TO ENSURE THE FACILITY MEETS THE DESIGN GRADES.
- REMOVE CONSTRUCTION EROSION CONTROL MEASURES AFTER ENTIRE SITE IS STABILIZED (70% REVEGETATED) AND ALL CONSTRUCTION IS COMPLETE.

**ESTIMATED START DATE: JUNE 2025**  
**ESTIMATED COMPLETION DATE: OCTOBER 2025**  
**ESTIMATED DISTURBED AREA: 13.7 ACRES**

**GRADING & EROSION CONTROL NOTES:**

A. ALL CONSTRUCTION PRACTICES TO COMPLY WITH THE VILLAGE OF SUMMIT, WISCONSIN DNR AND THE WISCONSIN DNR TECHNICAL STANDARDS.

B. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH EROSION MAT (WISDOT CLASS 1, TYPE B) PER WISCONSIN DNR TECHNICAL STANDARD 1052. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH CHANNEL EROSION MAT (WISDOT CLASS II, TYPE B) PER WISCONSIN DNR TECHNICAL STANDARD 1053. AREAS SO DESIGNATED SHALL BE TOPSOILED (4" THICK), SEEDED AND STABILIZED WITH TURF REINFORCEMENT MAT PER WISCONSIN DNR TECHNICAL STANDARD 1052. ALL OTHER DISTURBED AREAS ON SITE SHALL BE TOPSOILED (4" THICK), SEEDED AND MULCHED. SEPTEMBER 15TH IS THE DEADLINE FOR PERMANENT SEED. ANY AREAS EXPOSED AFTER SEPTEMBER 15TH AND BEFORE OCTOBER 15TH SHALL BE TEMPORARY SEEDED WITH WINTER WHEAT AT THE RATE OF 3 LBS/1000 S.F. THIS TEMPORARY COVER SHALL BE FERTILIZED AT SAME RATE & MIXTURE AS PERMANENT SEED. ANY DISTURBED AREAS NOT STABILIZED BY OCTOBER 15TH SHOULD BE STABILIZED BY PLACING TOPSOIL, SEED AND TYPE A SOIL STABILIZER BY NOVEMBER 15TH. THE APPROVED SOIL STABILIZERS ARE IDENTIFIED IN THE WISCONSIN DOT PAL LIST. THE PLACEMENT OF THE SOIL STABILIZER SHALL MEET THE REQUIREMENTS IN THE PAL LIST AND PER WISCONSIN DNR TECHNICAL STANDARD 1050.

C. TEMPORARY STABILIZATION IS REQUIRED FOR ANY AREA LEFT INACTIVE FOR MORE THAN SEVEN DAYS. TOPSOIL AND SPOIL STOCKPILES SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS OF LAYUP USING AGRICULTURAL RYE WITH A SEEDING RATE OF 3 LBS/1000 SQUARE FEET. INSTALL SILT FENCE ON THE DOWNSLOPE SIDE OF THE PILE TO REDUCE SEDIMENT RUNOFF.

D. TREES SHALL ONLY BE REMOVED TO COMPLETE THE INTERIM GRADING AS SHOWN. NO OTHER TREES SHALL BE REMOVED. COORDINATE TREE REMOVAL WITH THE OWNER PRIOR TO ANY TREE REMOVAL WORK.

E. ALL CONSTRUCTION TRAFFIC IS TO ENTER/EXIT THE SITE OVER THE TRACKING PAD FROM WHITAKER LANE. THE TRACKING PAD IS PER WISCONSIN DNR TECHNICAL STANDARD 1057. ALL PRIVATE AND PUBLIC STREETS ARE TO BE KEPT CLEAN AT ALL TIMES. NO CONSTRUCTION ACCESS FROM ANY OTHER PUBLIC ROADS.

F. THE PERMANENT SEED MIXTURE SHALL BE WISCONSIN DOT SEED MIXTURE NO. 40 AND SOWN AT THE RATE OF 4 LBS/1000 SQ. FT. SEED MIXTURE NO. 40 CONSISTS OF 35% KENTUCKY BLUEGRASS, 20% RED FESCUE, 20% HARD FESCUE AND 25% IMPROVED FINE PERENNIAL RYEGRASS. THE TEMPORARY SEED MIX SHALL BE WINTER WHEAT. THE SEED MIXTURE FOR THE STORMWATER FACILITY BOTTOM TO TOP INSIDE OF BERM TO BE AGRECOL RAINWATER RENEWAL SEED MIX (SEE NATIVE SEEDING IN PROPOSED STORMWATER FACILITY NOTES ON SHEET C-8).

G. SEED AND MULCH REMAINING DISTURBED AND UNDISTURBED OUTLOT AREAS WITH AGRECOL ECONOMY PRAIRIE SEED MIX OTHER THAN WITHIN 5 FEET OF THE PAVED PATH WHICH IS TO BE SEEDED WITH WISCONSIN DOT SEED MIXTURE NO. 40.

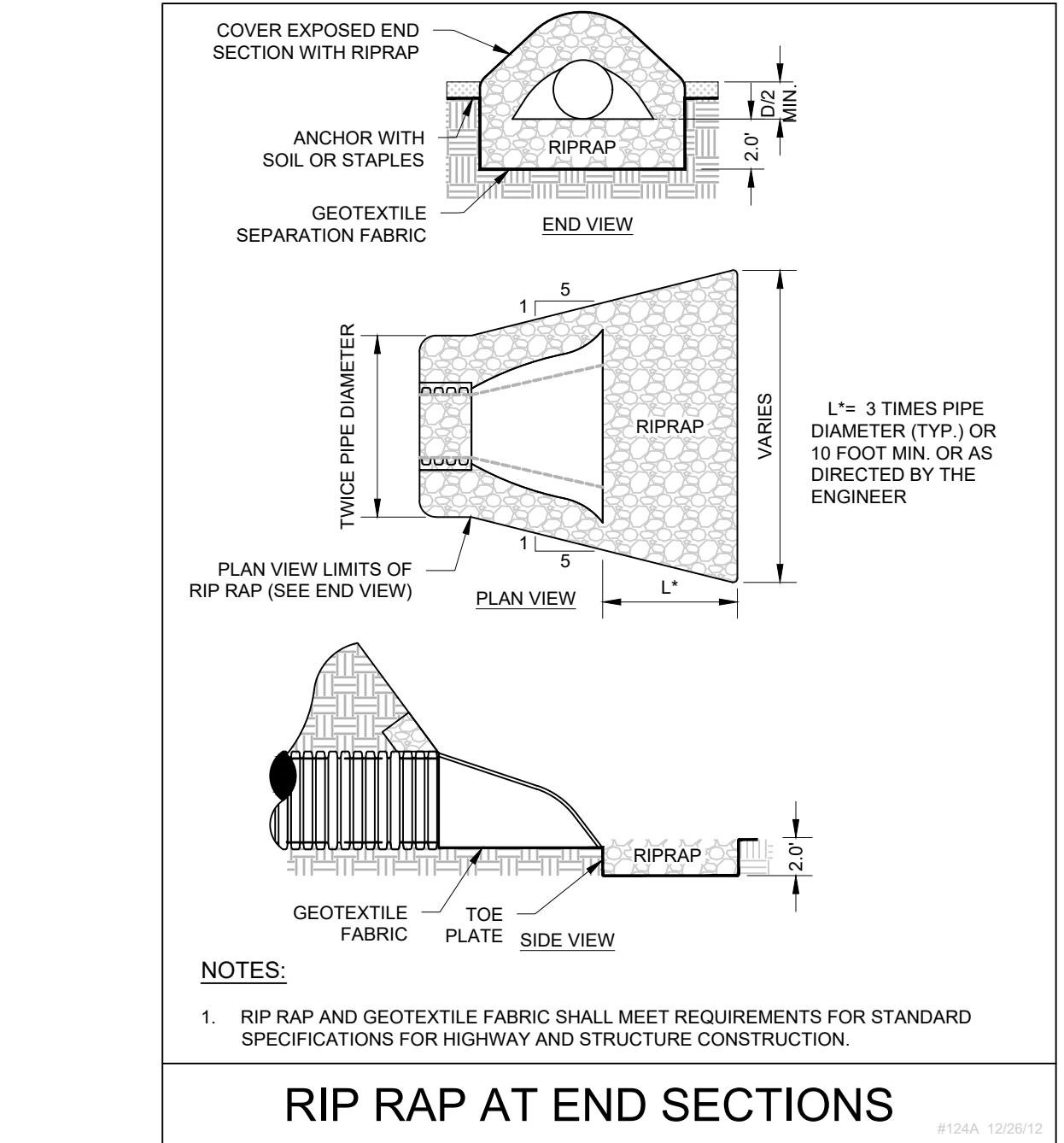
H. FERTILIZE SOIL WITH 10 LBS/1000 SQ. FT. OF 20-0-10 FERTILIZER.

I. ANY DEWATERING THAT MAY BE REQUIRED DUE TO CONSTRUCTION SHALL BE COMPLETED SO THAT THE WATER IS PUMPED INTO A TYPE II GEOTEXTILE BAG ON THE UPSLOPE SIDE OF THE SILT FENCE. THE GEOTEXTILE BAG SHOULD BE PLACED IN A LOCATION THAT ALLOWS THE DISCHARGED WATER TO FLOW OVER A VEGETATIVE COVER. FOLLOW WISCONSIN DNR TECHNICAL STANDARD 1061.

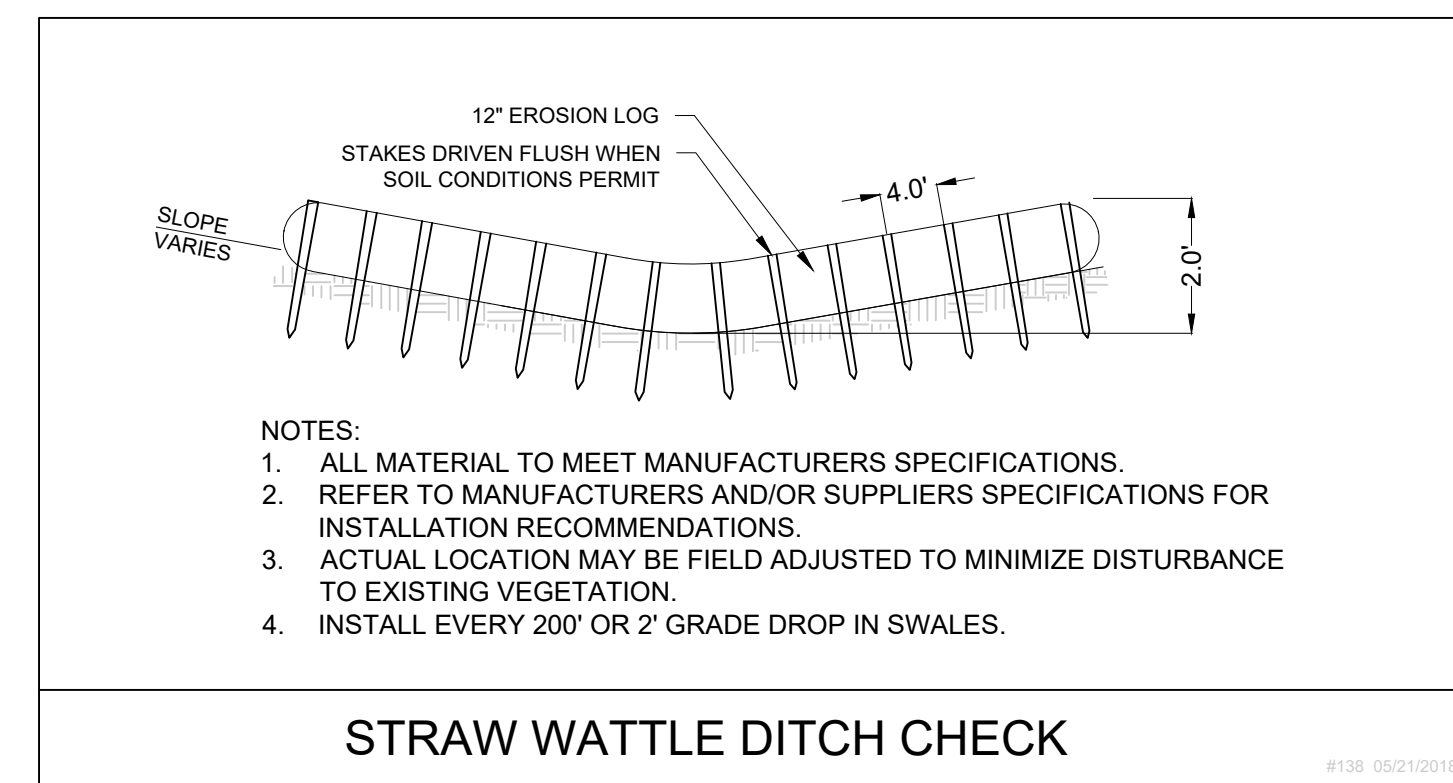
J. ALL BUILDING AND WASTE MATERIAL SHALL BE DISPOSED OF OFF SITE TO PREVENT RUNOFF OF MATERIAL.

K. DUST CONTROL SHOULD BE ADDRESSED PER WISCONSIN DNR TECHNICAL STANDARD 1068. AT A MINIMUM USE WATER. USE POLYMERS, TACKIFIER AND SOIL STABILIZERS IF NEEDED. INSPECT DAILY TO DETERMINE THE NEED TO IMPLEMENT A CONTROL.

L. CONCRETE TRUCKS, IF NEEDED, ARE TO BE WASHED OUT IN PAVEMENT SUB-BASE AREAS.

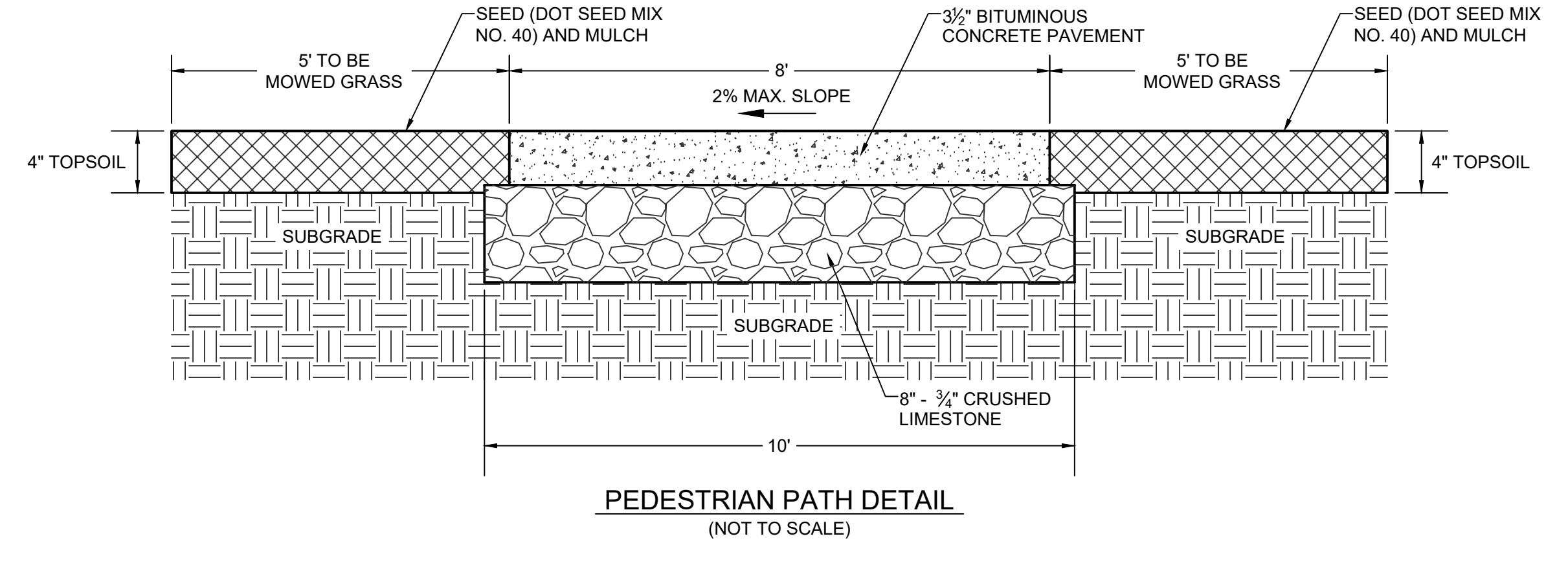


**RIP RAP AT END SECTIONS**



**STRAW WATTLE DITCH CHECK**

Prescriptive Compliance Areas	Bare Soil	Slope & Channel Management	Periods of Inactivity	Final Grade
<b>Soil stockpiles that will exist for more than 7 days</b>	Areas that Do Not Drain to Sediment Basins or Traps	General	Planned Inactivity	Permanent Features
<b>Utility trench backfills</b>	Limit the duration of soil exposure to no more than 30 days.	Design and implement approved soil stabilization practices per DNR technical standards.	Stabilize immediately if area will be left inactive for more than 14 days.	Stabilize area immediately after reaching final grade.
<b>Temporary ditches/swales that will exist for more than 7 days</b>	Areas that Drain to Sediment Basins or Traps	Refer to WisDOT Slope & Channel Matrices for appropriate slope and slope length conditions.	Unplanned Inactivity	Temporary Features
<b>Permanent ditches/swales</b>	Limit the duration of soil exposure to no more than 90 days. However, use the duration from the soil loss and sediment discharge calculations for the other areas of the site if less than 90 days.	Slopes Steeper than 20%	Stabilize area immediately if period of inactivity reaches 14 days.	Stabilize area immediately after establishment of temporary feature or reaching specified temporary grade.
<b>Small areas - Less than 1 acre and less than 1% of site</b>		Provide stable diversion of off-site runoff around the slope.		
<b>Discrete areas - Less than 1 acre</b>		Provide slope interruption devices in accordance with Manufactured Perimeter Control & Slope Interruption Products Technical Standard 1071 or equivalent methods to reduce uninterrupted slope length.		
<b>Storm water practice side slopes</b>				
<b>Slopes steeper than 20%</b>				



**NOTES**

- CONTRACTOR SHALL VERIFY ALL GRADES. ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO PINNACLE ENGINEERING GROUP PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
- ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
  - CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE PEG ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
  - THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
- GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS OF 95% STANDARD PROCTOR DENSITY. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
- IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
- WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MOST RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
- THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
- CONTRACTOR SHALL CONTACT "DIGGERS' HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
- CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
- CONTRACTOR SHALL COMPLY WITH ALL VILLAGE OF SUMMIT AND WISCONSIN DNR CONSTRUCTION STANDARDS/ORDINANCES.
- LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT.
- TOPSOIL BERMING SHALL ACHIEVE 90% STANDARD PROCTOR DENSITY AT 3% (+) OPTIMUM MOISTURE CONTENT.
- SURVEY BENCHMARKS AND MAPPING HAS BEEN PROVIDED BY PEG. IN NO WAY DOES PEG WARRANT THE BASEMAP IS ALL INCLUSIVE OR REPRESENTATIVE OF ACTUAL CONDITIONS. CONTRACTOR SHALL PROVIDE CHECKS AS NECESSARY TO VERIFY THE BASEMAP CONTENT AND ACCURACY.

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**THE GATHERING**  
VILLAGE OF SUMMIT, WAUKESHA CO., WISCONSIN

**CONSTRUCTION DETAILS**

**REVISIONS**

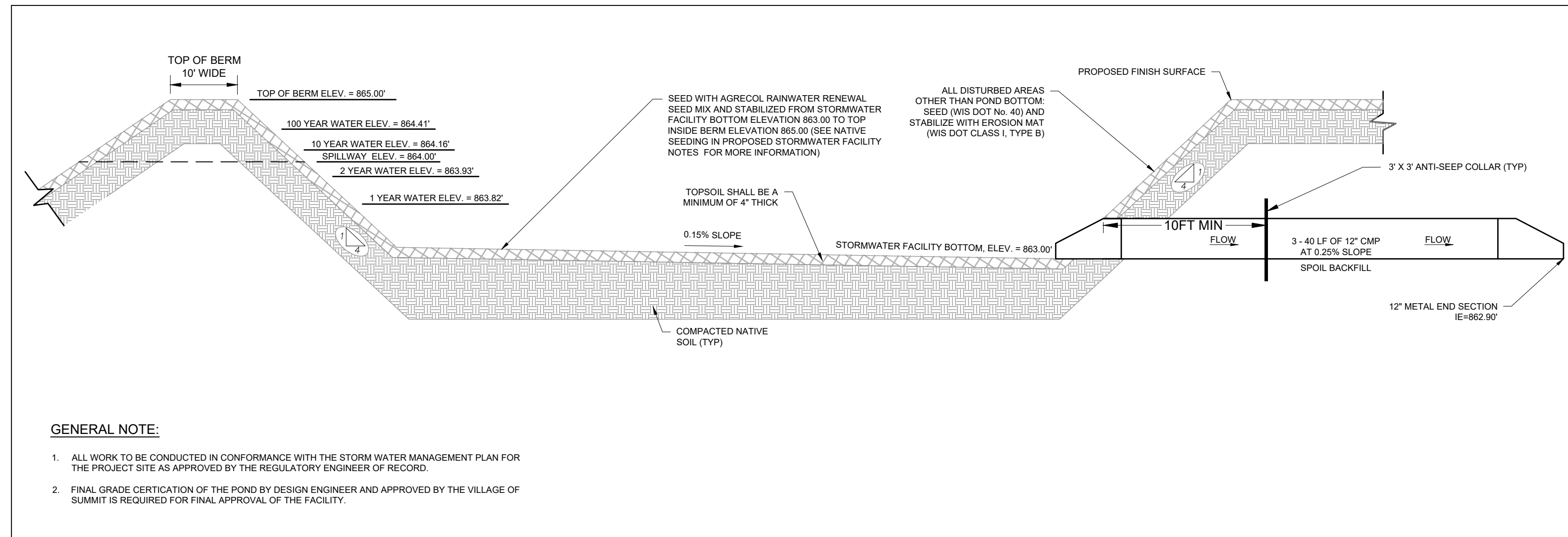
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2	VILLAGE/DNR COMMENTS	06-11-25		

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REG. PM: ASZ  
START DATE: 02-10-25  
SCALE: N.T.S.

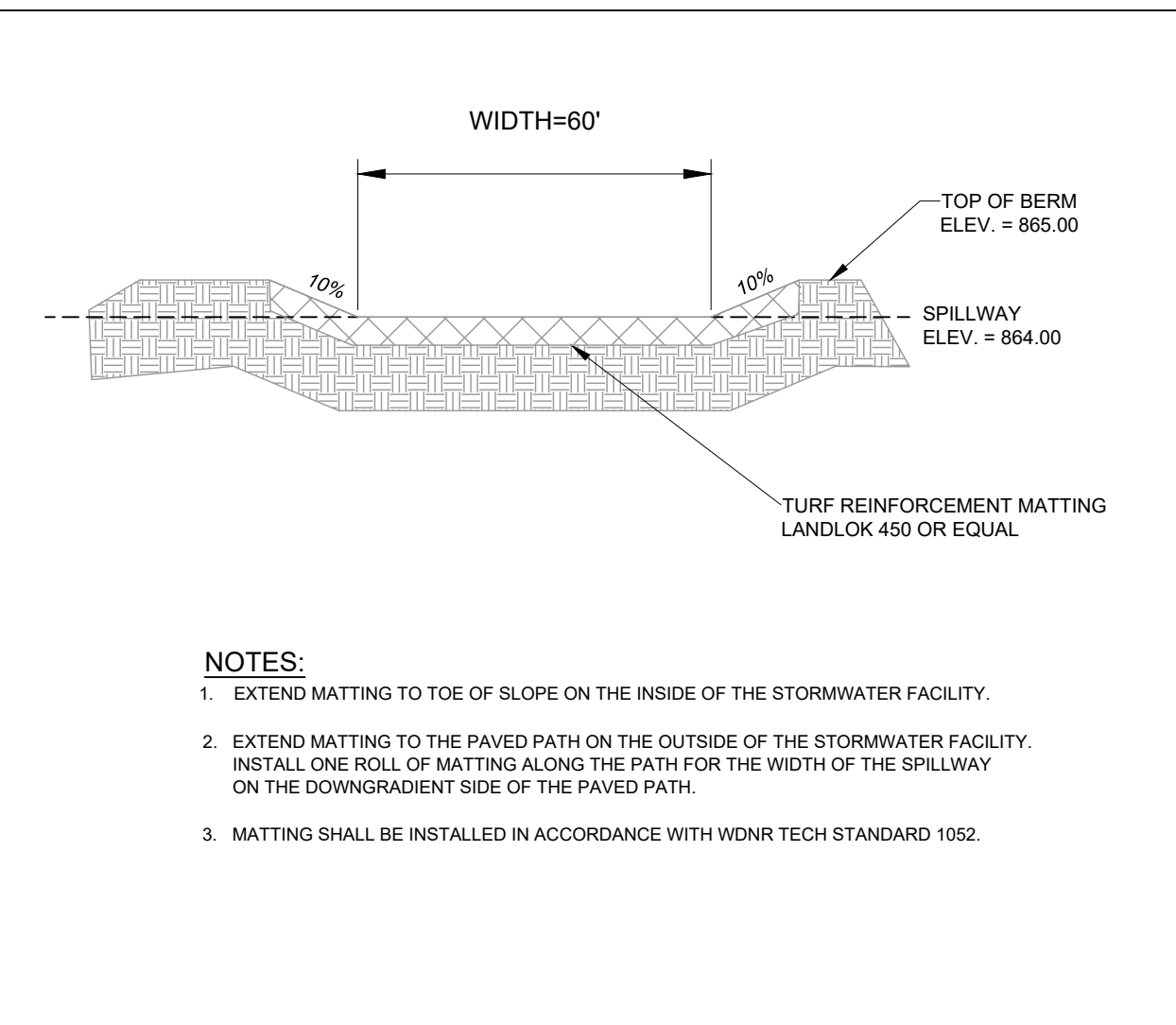
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STORMWATER FACILITY CROSS SECTION



SPILLWAY

- NOTES:**
1. EXTEND MATTING TO TOE OF SLOPE ON THE INSIDE OF THE STORMWATER FACILITY.
  2. EXTEND MATTING TO THE PAVED PATH ON THE OUTSIDE OF THE STORMWATER FACILITY. INSTALL ONE ROLL OF MATTING ALONG THE PATH FOR THE WIDTH OF THE SPILLWAY ON THE DOWNGRADIENT SIDE OF THE PAVED PATH.
  3. MATTING SHALL BE INSTALLED IN ACCORDANCE WITH WDNR TECH STANDARD 1052.

- GENERAL NOTE:**
1. ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORM WATER MANAGEMENT PLAN FOR THE PROJECT SITE AS APPROVED BY THE REGULATORY ENGINEER OF RECORD.
  2. FINAL GRADE CERTIFICATION OF THE POND BY DESIGN ENGINEER AND APPROVED BY THE VILLAGE OF SUMMIT IS REQUIRED FOR FINAL APPROVAL OF THE FACILITY.

**NATIVE SEEDING IN PROPOSED STORMWATER FACILITY (FROM ELEVATION 863 TO TOP INSIDE BERM ELEVATION 865)**

ESTABLISHMENT OF A VIABLE VEGETATION COMMUNITY WITHIN THE PROPOSED STORMWATER FACILITY WILL BE COMPLETED BY HAND-BROADCASTING OF PRE-DESIGNED SEED MIXES.

- PRIOR TO SEEDING:**
- A. ALL WEEDS AND EXISTING VEGETATION SHALL BE REMOVED. EXISTING VEGETATION SHALL BE TREATED WITH GLYPHOPHATE OR SIMILAR HERBICIDE BY A LICENSED PROFESSIONAL. TREATMENT SHALL OCCUR A MINIMUM OF 10 DAYS PRIOR TO SEEDING/PLANTING. VEGETATION STILL ALIVE AFTER INITIAL HERBICIDE TREATMENT SHALL BE TREATED A SECOND TIME PRIOR TO TILLING INTO THE SOIL. TREATED VEGETATION SHALL BE TILLED INTO THE SOIL NO EARLIER THAN 1 DAY PRIOR TO SEEDING.
- B. PREPARATION OF SOIL PRIOR TO SEEDING
1. ALL FOREIGN MATERIALS LARGER THAN 1-INCH SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
  2. AREA SHOULD BE FREE FROM UNSIGHTLY VARIATIONS, RIDGES, AND DEPRESSIONS.
  3. AVOID DRIVING OVER THE SPECIFIED AREA WITH MACHINERY.

**SPECIFICATIONS FOR HAND BROADCASTING:**

SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1- SOIL FREEZE) SO THAT SEEDS MAY LIE DORMANT DURING THE WINTER, ALLOWING FOR STRATIFICATION, OR SPRING (MARCH 1-JUNE 1) TO ALLOW A COMPLETE GROWING SEASON TO BECOME ESTABLISHED.

- A. COVER CROP
1. ANNUAL RYE SHALL BE SPREAD AT A DENSITY OF 20 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET AREAS.
  2. WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDLINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.

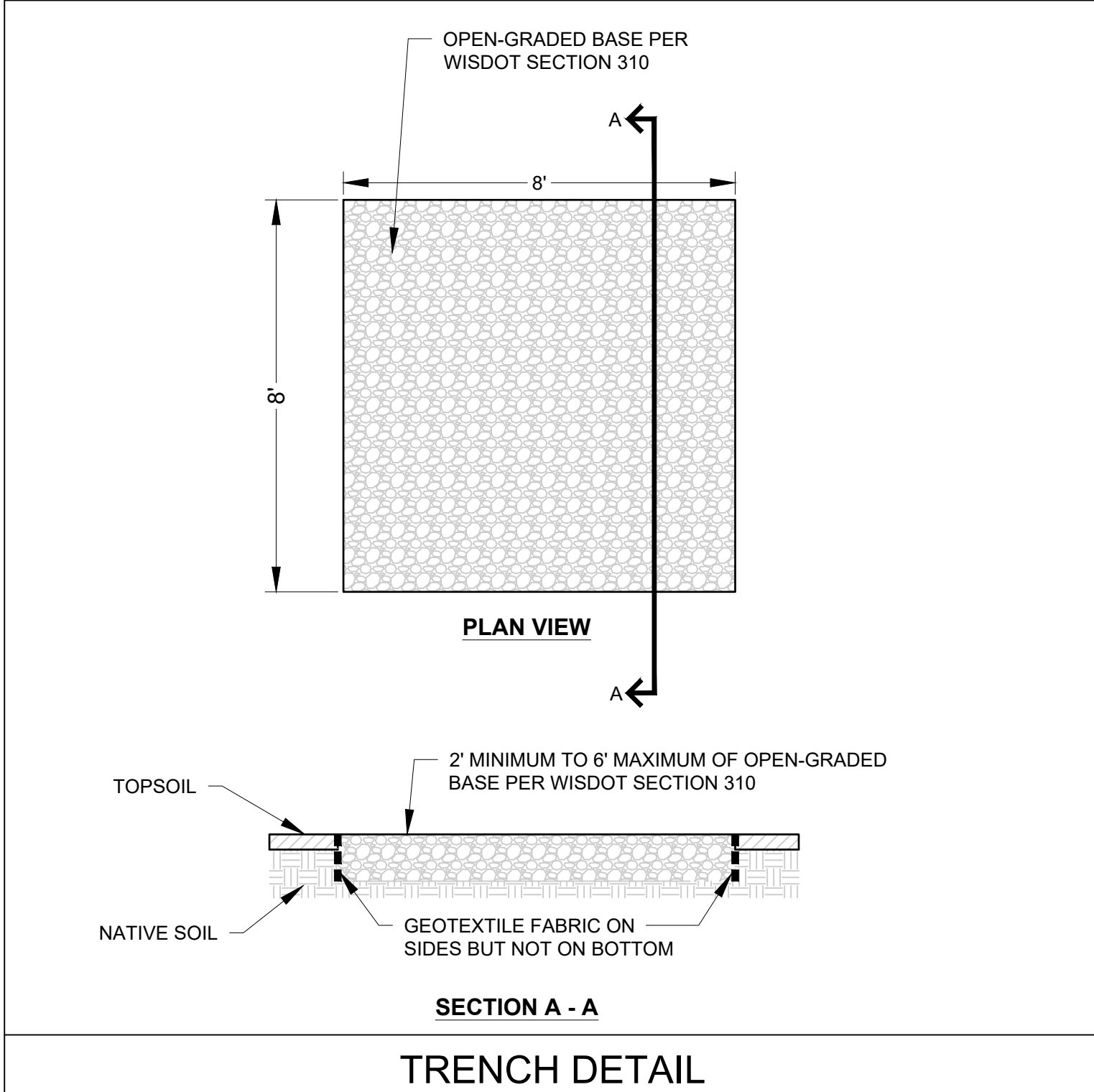
- B. SEED MIX:
1. MIX ALL NATIVE SEED WITH VERMICULITE ACCORDING TO AGRECOL RECOMMENDATIONS AND INSTALLATION GUIDELINES.
  2. BROADCAST HALF THE SEED OVER THE ENTIRE SITE OR TARGET AREA.
  3. BROADCAST THE OTHER HALF OF SEED PERPENDICULAR TO THE DIRECTION THAT THE FIRST HALF OF THE SEED WAS BROADCAST.
  4. COVER SEED WITH 1/4 INCH TO 1/2-INCH OF SOIL (USE ANY EXCESS SOIL FROM THE SITE) WITH RAKE OR DRAG.
  5. ROLL SITE TO ENSURE FIRM SEED-TO-GROUND CONTACT.
  6. KEEP SEED CONSTANTLY WET THROUGH GERMINATION PERIOD. GENERALLY 3 WEEKS.

ALL SEEDING SHALL BE COVERED WITH 1-INCH OF CLEAN, NON-INVASIVE STRAW (NO MARSH HAY, OR REED CANARY GRASS) WITHOUT SEEDS, WITHIN SEVEN DAYS. WHEAT, RYE, OATS, OR BARLEY ARE ACCEPTABLE FORMS OF STRAW. THOSE AREAS OF SLOPES STEEPER THAN 8:1 (EIGHT FEET HORIZONTAL TO ONE FOOT VERTICAL) SHALL BE PLANTED NO LATER THAN OCTOBER 1 AND STAKED WITH AN EROSION CONTROL BLANKET TO PREVENT EROSION.

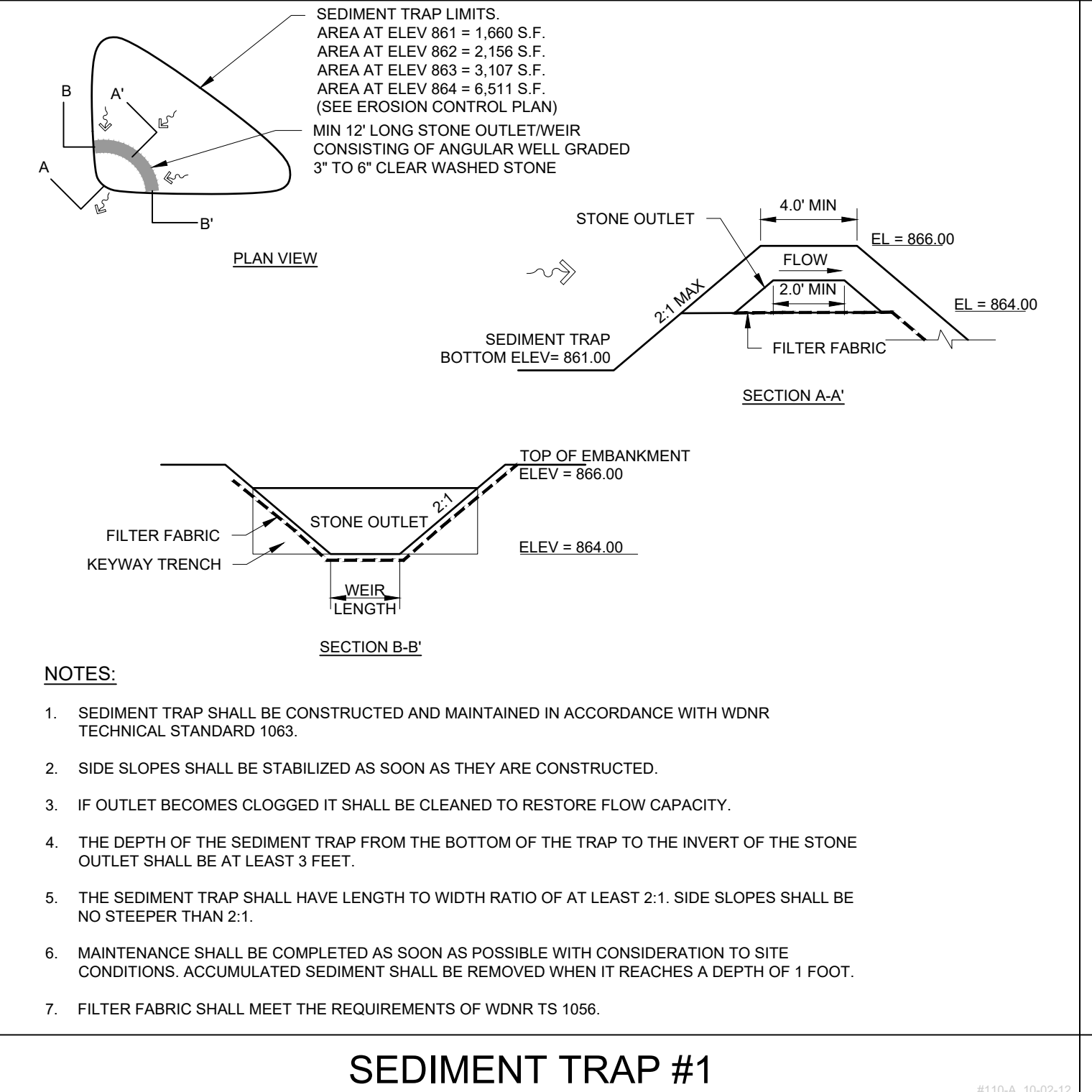
**NATIVE PLANTINGS:**

**WEED SUPPRESSION MEASURES:**

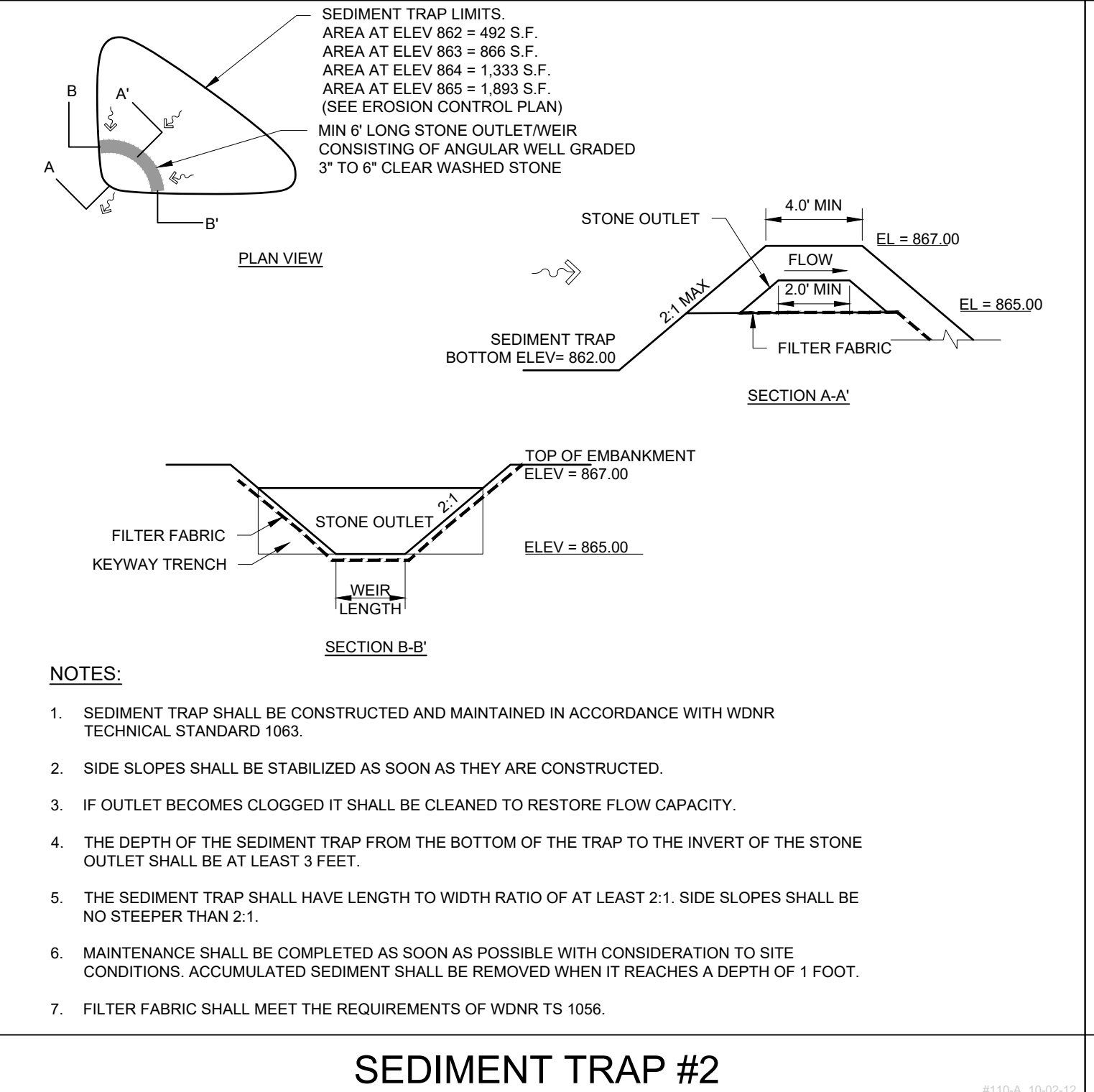
- 1st YEAR** - PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. THIS SHOULD OCCUR APPROXIMATELY EVERY MONTH OF THE GROWING SEASON AFTER NATIVE PLANTINGS HAVE BEEN ROUGH GRADED.
- 2nd YEAR** - IN MAY/JUNE MOW NATIVE PLANTINGS AT 6" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. HAVE PROFESSIONAL ASSESS PLANTINGS. REPEAT MOWING NATIVE PLANTINGS AND SPOT-SPRAY IN EARLY JULY.
- 3rd YEAR** - IN MAY/JUNE MOW NATIVE PLANTINGS AT 8" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS.
- 4th YEAR** - IN MAY PERFORM A PRESCRIBED BURN. IN JUNE HAVE A QUALIFIED PROFESSIONAL ASSESS PLANTINGS. IF A PRESCRIBED BURN CAN NOT BE UTILIZED, NATIVE PLANTINGS SHALL BE CUT TO THE GROUND AND ALL CUT MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE.



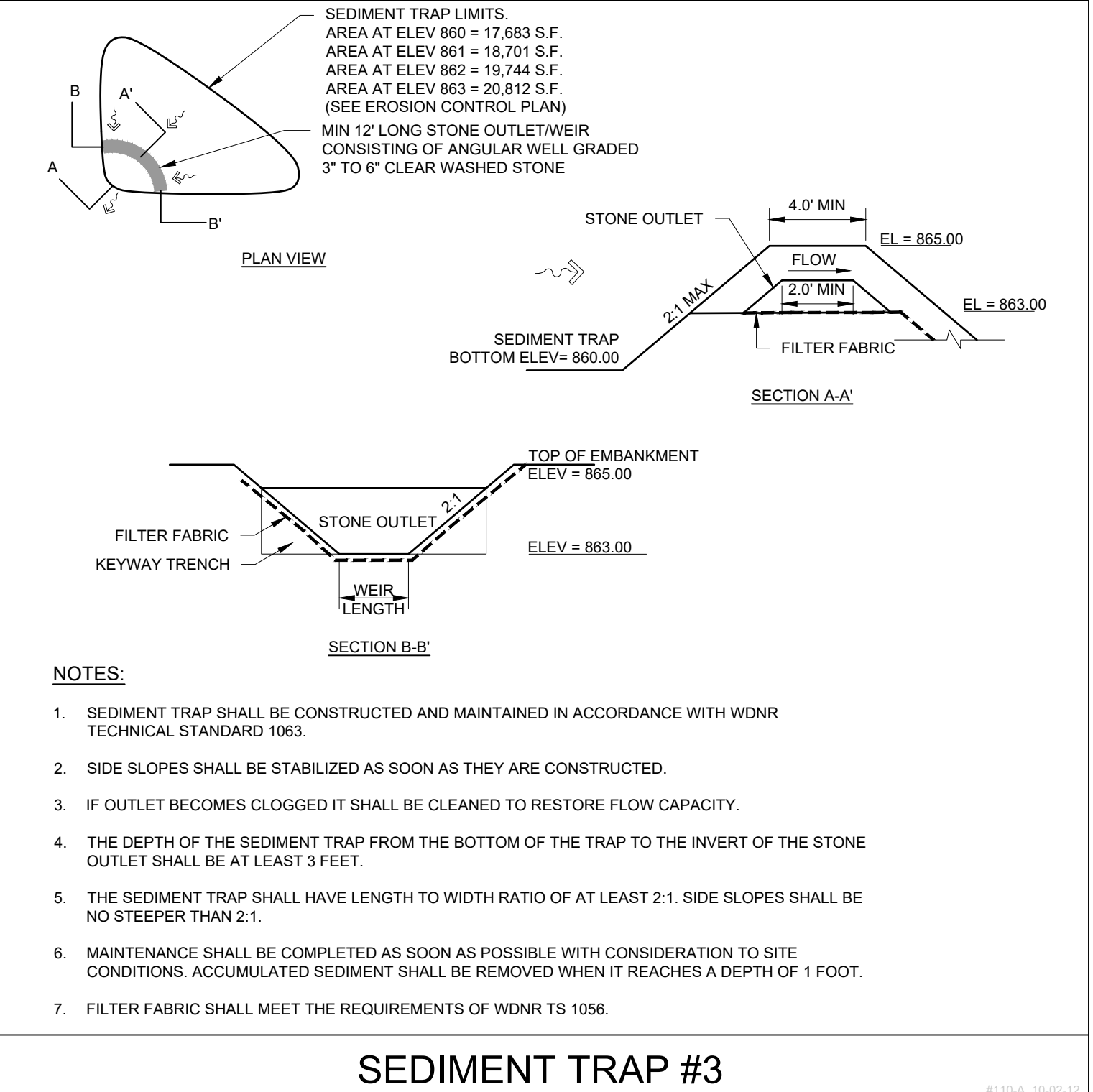
TRENCH DETAIL



SEDIMENT TRAP #1



SEDIMENT TRAP #2



SEDIMENT TRAP #3

- NOTES:**
1. SEDIMENT TRAP SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1063.
  2. SIDE SLOPES SHALL BE STABILIZED AS SOON AS THEY ARE CONSTRUCTED.
  3. IF OUTLET BECOMES CLOGGED IT SHALL BE CLEANED TO RESTORE FLOW CAPACITY.
  4. THE DEPTH OF THE SEDIMENT TRAP FROM THE BOTTOM OF THE TRAP TO THE INVERT OF THE STONE OUTLET SHALL BE AT LEAST 3 FEET.
  5. THE SEDIMENT TRAP SHALL HAVE LENGTH TO WIDTH RATIO OF AT LEAST 2:1. SIDE SLOPES SHALL BE NO STEEPER THAN 2:1.
  6. MAINTENANCE SHALL BE COMPLETED AS SOON AS POSSIBLE WITH CONSIDERATION TO SITE CONDITIONS. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 1 FOOT.
  7. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF WDNR TS 1056.

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2 VILLAGE/DNR COMMENTS	06-11-25

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# STORM WATER MANAGEMENT PLAN



## THE GATHERING

VILLAGE OF SUMMIT  
WAUKESHA COUNTY, WI

**Prepared For:**

Siepmann Realty Corporation  
c/o John Siepmann  
W240 N1221 Pewaukee Road  
Waukesha, WI 53188

**PEG Project Number: 5866.00-WI**

February 10, 2025

June 11, 2025



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- Maintenance Agreement

### Questions and comments can be directed to:

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**INTRODUCTION**

---

The proposed Gathering project is generally located at 543 South Wayfare Trail, in the Village of Summit, Waukesha County, WI. The property is approximately 39.8-acres in size and is bounded by South Wayfare Trail to the east, two private properties and Whitaker Lane to the south, and the Bark River to the west and north. The proposed project consists of a 12-lot single-family residential development (6 lots along existing Whitaker Lane and 6 lots along South Wayfare Trail) and stormwater BMPs. A location map that illustrates the tract of land is included in **Appendix 1** of this report.

Legal Description: Part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin.

Tax Key: SUMTO714999001

**DESIGN CRITERIA**

---

Village of Summit:..... Chapter 12, Article IV of Code of Ordinances  
State of Wisconsin ..... Chapter NR 151 Runoff Management  
Watershed..... Bark River

Total Suspended Solids (TSS): For new development, by design, reduce to the maximum extent practicable, the total suspended solids load by 80%, based on the average annual rainfall, as compared to no runoff management controls (Village of Summit and NR 151).

Discharge Quantity: The Village of Summit Ordinance requires that the post-development peak storm water discharge rates do not exceed the pre-development discharge rates for the 1-year/24-hour, 2-year/24-hour, 10-year/24-hour, and 100-year/24-hour storm events.

NR 151 requires that the 1-year/24-hour and 2-year/24-hour post-construction peak runoff discharge rates be maintained or reduced to the 1-year/24-hour and 2-year/24-hour pre-development peak runoff discharge rates.

Infiltration: Low imperviousness, residential. For developments with up to 40 percent connected imperviousness, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 1 percent of the post-construction site is required as an effective infiltration area (Village of Summit and NR 151).

*Protective Areas:* (Village of Summit and NR 151) Impervious surfaces shall be kept out of the protective area entirely or to the maximum extent practicable. If there is no practical alternative to locating an impervious surface in the protective area, the storm water management plan shall contain a written, site-specific explanation. Where land disturbing construction activity occurs within a protective area, adequate sod, or self-sustaining vegetative cover of 70% or greater shall be established and maintained where no impervious surface is present. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat, and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion such as on steep slopes or where high velocity flows occur.

Protective areas for wetlands shall be 50 feet, for highly susceptible wetlands, 75 feet, and less susceptible wetlands, 10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet.

## **ANALYSIS METHODS**

---

HydroCAD® (Version 10.20-5b) software has been used to analyze stormwater characteristics for this stormwater management plan. HydroCAD uses the accepted TR-55 methodology for determining peak discharge runoff rates, infiltration volumes and runoff volumes. All peak flow calculations used MSE 3 rainfall distribution and Atlas 14 precipitation rainfall depths in accordance with the Village of Summit requirements; 1-year = 2.40 inches, 2-year = 2.70 inches, 10-year = 3.81 inches, 100-year = 6.18 inches.

Total suspended solids (TSS) reduction and infiltration quantities for the proposed storm water Best Management Practices (BMPs) were determined using WinSLAMM® (Version 10.5.0) Source Loading and Management Model software.

## **PRE-DEVELOPMENT CONDITIONS**

---

The current and primary use of the site is agriculture. The on-site agricultural areas were modeled using the maximum runoff curve numbers for cultivated agricultural lands, while other on-site and off-site areas were modeled using runoff curve numbers based on existing land cover in “good” hydrologic condition in accordance with the Village of Summit requirements. Based on the existing topography, the site has two (2) primary discharge locations:

### North Discharge – Bark River

#### **Total Drainage Area = 46.48-acres**

Approximately 2.56-acres from the property within the project area and 20.99-acres of offsite area drain to an existing depression that does overtop during all modeled storm events. The depression overtops and drains northwest towards the Bark River.

Approximately 22.16-acres from the property within the project area and 0.77-acres of offsite area drain northwest towards the Bark River.

**Offsite Areas** – Offsite areas tributary to the proposed project site are based on the most current available Waukesha County LiDAR data. Electronic files were obtained from online data download applications provided by the County.

### South Discharge – Scherr Property

#### **Total Drainage Area = 1.30-acres**

Approximately 1.25-acres from the property within the project area and 0.05-acres of offsite area drain off the property to the south.

Ultimately, both discharge locations are part of the Bark River Watershed.

The on-site soils within the project area consist of soils classified as hydrologic soil group B, C and B/D. Hydrologic soil group B soils include Casco loam (CeB) and Fox silt loam (FsA). Hydrologic soil group C soils include Fox loam (FoA). Hydrologic soil group B/D soils include Matherton sandy loam (MhA) and Matherton silt loam (MmA).

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that are in their natural condition are in group D. Hydrologic soil group B was used for modeling purposes. USDA/NRCS soil maps are included in **Appendix 1** of this report.

Two Geotechnical Exploration Reports were conducted by Butler Engineering, Inc. dated November 22, 2024. The purpose of the explorations was to provide preliminary evaluation of the subsurface conditions regarding storm water infiltration and seasonal high groundwater.

Seven (7) test pits to evaluate storm water infiltration, ranging in depth from 6-8 feet, were performed, the soil conditions logged, and backfilled. Infiltration was found to not be feasible in the area of the borings due to evidence of perched groundwater and not meeting the separation requirement between the infiltration surface and the Seasonal High Groundwater elevation.

Thirteen (13) test pits to evaluate seasonal high groundwater on the proposed lots, ranging in depth from 7.5-10 feet, were performed, the soil conditions logged, and backfilled. The soil boring for Lot 8 was used to assume an infiltration rate for the existing depression. The log for soil test pit TP-8 (B-8 in the Geotechnical Exploration Report) shows silt loam from the ground surface to a depth of 20 inches with sandy clay loam from 20-38 inches below ground. From Table 2 of DNR Technical Standard 1002 – Site Evaluation for Storm Water Infiltration, the most restrictive infiltration rate is 0.11 in/hr for sandy clay loam which was used as the infiltration rate of the existing depression.

Copies of the Geotechnical Reports and Table 2 of DNR Technical Standard 1002 are included in **Appendix 2** of this report.

Two (2) wetlands were delineated on the property in May 2024 by Heartland Ecological Group Inc. The wetlands and their 50-foot protective buffers are not anticipated to be impacted for the construction of the lots, path and stormwater management facility. There is also floodplain located on the parcel.

A pre-development conditions drainage exhibit and modeling can be found in **Appendix 3** of this report.

## POST-DEVELOPMENT CONDITIONS

---

The proposed project consists of a 12-lot single-family residential development. Lot sizes will range from around 36,000 to 515,492 square feet. Approximately 18.4-acres of the property will be in an Outlot, which will consist of storm water management BMPs, private trails or open space. The trails consist of an 8' wide paved path with 5' of mowed grass on each side and a 10' mowed grass trail. It is also planned to have a 0.25-acre mowed area for a proposed fire pit and play area.

It has been assumed that 23% of each residential lot will be impervious surfaces. Approximate driveway and building footprints are shown on the plans with the remaining impervious surfaces on the lots to be assumed (i.e., sheds, sidewalks, patios, etc.).

North Discharge – Bark River**Total Drainage Area = 46.53-acres**

Approximately 11.21-acres from the property and 20.99-acres of offsite area will be treated and controlled by a stormwater facility which consists of a relatively flat grass swale draining to a berm with three (3) 12" culvert pipes and an earthen spillway as the outlets. The facility is proposed to have a 100-foot wide bottom and a slope of 0.15% through Outlot 1. The facility will be considered meadow since the majority of the outlot areas will not be mowed.

Proposed surface types within the portion of the drainage area treated by the swale consists of residential lots, Outlot improvements, and the offsite areas. The swale provides storm water quantity and quality control. The ponding area behind the berm at the downstream end of the swale replaces the detention that was lost in the depression that is being filled in because of proposed lots 7-9. The contributing offsite area will be conveyed through the swale to the discharge location.

Approximately 14.33-acres of this drainage area will drain to discharge location without being detained. Proposed surface types consist of residential lots and Outlot improvements. Storm water quality control will be provided for portions of this area with two filter strips and the Whitaker Lane swale. See Total Suspended Solids section for more information.

South Discharge – Scherr Property**Total Drainage Area = 1.25-acres**

Uncontrolled runoff from 1.20-acres of the property and 0.05-acres of offsite area, consists of residential side-yard, outlot improvements, and offsite areas that flow offsite to the south.

A post-development conditions drainage exhibit and modeling can be found in **Appendix 4** of this report.

**SUMMARY OF RESULTS**Peak Discharge Rate

Table 1 summarizes the peak discharge from the individual drainage areas, at the two (2) discharge locations, and from the total project drainage area during pre-development conditions.

**TABLE 1 - PRE-DEVELOPMENT DISCHARGE RATES**

Drainage Area	Area (ac)	CN	Tc (min)	1-year Discharge (cfs)	2-year Discharge (cfs)	10-year Discharge (cfs)	100-year Discharge (cfs)
<b>#1: North Discharge – Bark River</b>							
EX-1.1	3.04	73	15.8	1.69	2.36	5.19	12.35
EX-1.2	22.93	69	60.1	3.81	5.59	14.08	37.43
EX OFF-1.0	20.51	74	58.9	5.76	7.85	16.93	40.07
<b>North Total</b>	<b>46.48</b>			<b>3.81</b>	<b>5.59</b>	<b>18.02</b>	<b>69.07</b>
<b>#2: South Discharge – Scherr Property</b>							
EX-2.0	1.30	68	23.6	0.33	0.50	1.34	3.64
<b>South Total</b>	<b>1.30</b>			<b>0.33</b>	<b>0.50</b>	<b>1.34</b>	<b>3.64</b>
<b>Total Project Drainage Area</b>							
<b>Total</b>	<b>47.78</b>			<b>3.94</b>	<b>5.77</b>	<b>18.28</b>	<b>69.91</b>

Table 2 summarizes the peak discharge from the individual drainage areas, at the two (2) discharge locations and from the total project drainage area during the post-development conditions without stormwater detention.

**TABLE 2 - POST-DEVELOPMENT DISCHARGE RATES**

Drainage Area	Area (ac)	CN	Tc (min)	1-year Discharge (cfs)	2-year Discharge (cfs)	10-year Discharge (cfs)	100-year Discharge (cfs)
<b>#1: North Discharge – Bark River (Without Detention)</b>							
P-1.1	11.69	66	34.9	1.81	2.88	8.32	24.15
P-1.2	14.33	65	35.2	1.91	3.12	9.46	28.35
P OFF-1.0	20.51	74	58.9	5.76	7.85	16.93	40.07
<b>North Total</b>	<b>46.53</b>			<b>8.77</b>	<b>12.63</b>	<b>31.26</b>	<b>83.52</b>
<b>#2: South Discharge – Scherr Property (Without Detention)</b>							
P-2.0	1.25	63	20.2	0.15	0.27	0.97	3.12
<b>South Total</b>	<b>1.25</b>			<b>0.15</b>	<b>0.27</b>	<b>0.97</b>	<b>3.12</b>
<b>Total Project Drainage Area (Without Detention)</b>							
<b>Total</b>	<b>47.78</b>			<b>8.86</b>	<b>12.78</b>	<b>31.74</b>	<b>85.05</b>

The proposed stormwater facility in Outlot 1 has been designed to reduce the discharge rates from the site during developed conditions. Table 3 summarizes how the facility will function in its final condition. The principle

outlet is designed to control the 2-year/24-hour discharge without the use of the spillway. The berm is designed to adequately contain the 100-year/24-hour design storm event.

**TABLE 3 STORMWATER FACILITY SUMMARY**

BMP	1-Year Peak In/Out Flow (cfs)	2-Year Peak In/Out Flow (cfs)	10-Year Peak In/Out Flow (cfs)	100-Year Peak In/Out Flow (cfs)	Spillway Elev.	Top of Berm Elev.
Stormwater Facility	7.13 / 2.86	9.96 / 3.56	22.90 / 14.15	57.67 / 48.64	864.00	865.00
	Peak Water Surface Elevation (ft)					
	863.82	863.93	864.16	864.41		

Table 4 compares the post-development discharge rates with stormwater detention to the pre-development discharge rates at the two (2) discharge locations and from the total project drainage area to show that the peak discharge requirement has been met.

**TABLE 4 - COMPARISON OF POST-DEVELOPMENT TO PRE-DEVELOPMENT DISCHARGE RATES (VILLAGE AND DNR)**

Discharge Location	Peak Flows 1-yr (cfs)	Peak Flows 2-yr (cfs)	Peak Flows 10-yr (cfs)	Peak Flows 100-yr (cfs)
<b>#1: North Discharge – Bark River (Proposed Discharge Rates)</b>	<b>3.62</b>	<b>4.84</b>	<b>17.47</b>	<b>63.31</b>
<i>PRE-DEVELOPMENT DISCHARGE RATES</i>	<i>3.81</i>	<i>5.59</i>	<i>18.02</i>	<i>69.07</i>
<i>MEETS REQUIREMENTS (?)</i>	<i>YES</i>	<i>YES</i>	<i>YES</i>	<i>YES</i>
<b>#2: South Discharge – Scherr Property (Proposed Discharge Rates)</b>	<b>0.15</b>	<b>0.27</b>	<b>0.97</b>	<b>3.12</b>
<i>PRE-DEVELOPMENT DISCHARGE RATES</i>	<i>0.33</i>	<i>0.50</i>	<i>1.34</i>	<i>3.64</i>
<i>MEETS REQUIREMENTS (?)</i>	<i>YES</i>	<i>YES</i>	<i>YES</i>	<i>YES</i>
<b>Total Project Area (Proposed Discharge Rates)</b>	<b>3.68</b>	<b>4.99</b>	<b>17.67</b>	<b>64.07</b>
<i>PRE-DEVELOPMENT DISCHARGE RATES</i>	<i>3.94</i>	<i>5.77</i>	<i>18.28</i>	<i>69.91</i>
<i>MEETS REQUIREMENTS (?)</i>	<i>YES</i>	<i>YES</i>	<i>YES</i>	<i>YES</i>

Total Suspended Solids

Post-development suspended solids removal will be obtained through the Stormwater Facility modeled as a swale (Swale 1), two filter strips and the Whitaker Lane north swale (Swale 2).

Swale 1 is modeled with a width of 100 feet, side slopes of 50:1 (H/V), and an infiltration rate of 0.04 inches per hour. The infiltration rate was selected from the most restrictive infiltration rate in the soil test pits for TP-13, 14, 15, and 19). Since the swale is relatively flat at 0.15%, the static infiltration rate of 0.04 inches per hour was used for Swale 1 as part of this stormwater report.

As part of the Village’s MS4 permit, the Whitaker Lane north swale (Swale 2) is modeled with a swale width of 2.0 feet, side slopes of 6.9:1 (H/V), and had a static measured infiltration rate of 10.5 inches per hour. A dynamic infiltration rate of 5.25 inches per hour was used for the swale as part of this stormwater report.

Runoff from offsite areas that pass through the stormwater devices is accounted for in the WinSLAMM modeling, but credit was not taken for any reduction in total suspended solids from these areas. This was done in the modeling by sending the offsite areas through an “other device” and setting the pollutant load reduction value to 1.

WinSLAMM modeling indicates that the overall site will achieve a minimum of 80% TSS reduction prior to runoff leaving the project area. Table 6 summarizes the water quality results to show that the total suspended solids requirement has been met. A WinSLAMM exhibit, modeling, and summary of the infiltration rate testing results from the Village of Summit MS4 TMDL Analysis (See SU-8 for Swale 2 information) can be found in **Appendix 5** of this report.

**TABLE 6 - TOTAL SUSPENDED SOLIDS SUMMARY**

Discharge Location	Pounds Generated	Pounds Remaining	Percent Removal	Required Percent Removal	Requirement Met (?)
<b>Particulate Solids</b>					
<b>Total Project Area</b>	<b>1,295</b>	<b>243.9</b>	<b>81.17%</b>	<b>80%</b>	<b>YES</b>

Infiltration

Stormwater infiltration has been incorporated into the stormwater management for this project with the changes in CN from pre-development to post-development conditions. The existing agricultural field will be converted to lots with 23% impervious surfaces while the outlot will have the majority as meadow, with a proposed mowed fire pit and play area, a paved path with mowed areas adjacent to it and a mowed trail. The average CN for the project area on the property will be reduced in post-development compared to pre-development conditions.

To show that the infiltration volume requirement was met, the Pre-Development Runoff Volume tool in WinSLAMM was used to calculate the average annual runoff volume for the pre-development condition. For the post-development condition, the average annual runoff volume was taken directly from the WinSLAMM modeling results. Using the average annual rainfall total of 29.02 inches from WinSLAMM, the total rainfall volume was calculated by multiplying the rainfall depth by the drainage areas. The infiltration volumes were calculated by subtracting the runoff volumes from the total rainfall volume. The offsite drainage areas were not included in the infiltration modeling.

Table 7 summarizes the pre-development infiltration volume. Table 8 summarizes the post-development infiltration volume and compares it to the pre-development infiltration volume to show that the infiltration requirement has been met. Infiltration Modeling can be found in **Appendix 6** of the report.

**TABLE 7 - PRE-DEVELOPMENT INFILTRATION VOLUME SUMMARY**

Drainage Areas	Area (ac)	Total Volume (ac-ft)	Runoff Volume (ac-ft)	Infiltration Volume (ac-ft)
EX-1.1, EX-1.2, EX-2.0	25.97	62.80	1.46	<b>61.34</b>
<b>Totals</b>	<b>25.97</b>	<b>62.80</b>	<b>1.46</b>	<b>61.34 ac-ft</b>

**TABLE 8 - POST-DEVELOPMENT INFILTRATION VOLUME SUMMARY**

Drainage Areas	Area (ac)	Total Volume (ac-ft)	Runoff Volume (ac-ft)	Infiltration Volume (ac-ft)
P-1.1, P-1.2, P-2.0	25.97	62.80	1.43	<b>61.37</b>
<b>Totals</b>	<b>25.97</b>	<b>62.80</b>	<b>1.43</b>	<b>61.37 ac-ft</b>
<i>Pre-Development Infiltration Volume</i>				<i>61.34 ac-ft</i>
<b>% of Pre-Development Infiltration Volume (90% minimum)</b>				<b>100.05%</b>
<i>Requirement Met</i>				<i>YES</i>

Culverts

Culverts at the back lot corners of Lots 7/8 and Lots 8/9 have been sized to convey peak flow from the 100-year, 24-hour runoff under the proposed paved path. The culverts were sized to keep the 100-year, 24-hour peak elevation at least 2-feet below the proposed lookout elevations of the adjacent houses.

Future Driveway culverts have been sized to convey the peak flow from a 25-year, 10-minute intensity storm event (6.35 in/hr). The Village’s minimum size is a 15” culvert. The lowest lot was sized first. If the lot needed larger than a 15” culvert, the next up gradient lots were checked until the 15” minimum culvert size was reached. Storm sewer drainage exhibits and calculations can be found in **Appendix 7** of this report.

## CONCLUSION

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The storm water management features for the development have been designed to comply with the Village of Summit and State of Wisconsin requirements. Post-development peak flow runoff rates are less than the pre-development peak flow runoff rates as required by the Village of Summit and DNR. Storm water runoff will be treated to remove at least 80% of total suspended solids as required by the Village of Summit and State of Wisconsin. The post-development infiltration volume is at least 90% of the pre-development infiltration volume as required by the Village of Summit and DNR. A Maintenance Agreement can be found in **Appendix 8**.

DOCUMENT NUMBER

**STORM WATER  
MAINTENANCE AGREEMENT**

EXHIBITS

**Exhibit A:** Legal Description of real estate for which this agreement applies (“Property”).

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

**Exhibit C:** Details – shows details of stormwater facility outlet pipes, spillway, etc. of each storm water management practice affected by this agreement.

**Exhibit D:** Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this agreement.

Name and Return Address

Village of Summit  
Attention: Debra Michael  
Village Administrator-  
Clerk/Treasurer  
37100 Delafield Road  
Summit, Wisconsin 53066

Parcel Identification Number (PIN)

Storm Water Management Measures  
and  
Maintenance Agreement

This Agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Mark & Eileen Lurvey Trust, (hereinafter the “Owner” or “Developer”) and the Village of Summit (hereinafter the “Village”).

**WHEREAS,** Owner/Developer has subjected THE GATHERING Development located at the SW 1/4 and NW 1/4, Section 35, Town 1 North, Range 17 East, Waukesha County, Village of Summit, to certain conditions which are expressly made a part hereof, and as approved by the Village of Summit and is

expressly made an integral part hereof, for the benefit of the Development, Village, and the Tenants;  
and,

**WHEREAS**, Owner/Developer and Village wish to set forth certain maintenance obligations as a separate recorded document, further documenting the obligations of Owner/Developer, any successors and assignees, and other impacted parties.

**WHEREAS**, the Owner/Developer, its successors and assigns, agree that the health, safety and welfare of the residents of the Village require on-site storm water management and maintenance measures on the Property, and

**WHEREAS**, the Village requires that on-site storm water management measures and management plans be implemented by the Owner/Developer, its successors and assigns,

**NOW, THEREFORE**, in compliance with the terms applicable to THE GATHERING Development, the parties agree as follows.

1. The Owner/Developer, its successors or assigns, shall be solely responsible for the maintenance, upkeep, and repair of the storm water management system of THE GATHERING Development.
2. Upon notification of the Owner/Developer, its successors or assigns, by the Village of storm water management and maintenance problems, which require correction due to an adverse effect on property owners, public safety, or public health, the specified corrective actions shall be taken within a reasonable time frame as set by the Village.
3. The Village is authorized, but not required, to perform the corrective actions identified in the notice if the Owner/Developer, its successors or assigns does not make the required corrections in the specified time period. All costs and administrative fees charged to Owner/Developer, its successors or assigns in accordance with this section may be placed upon the tax roll as special charges in accordance with Wisconsin Statutes, including §66.0627, Wis. Stats.

4. The plans of THE GATHERING Development shall accurately describe certain areas, and shall be legally described and submitted by the Owner/Developer, its successors or assigns to the Village, as detention/retention stormwater facilities, swales, storm water easements, storm sewers, etc., all of which serve as and shall be referred to as storm water management measures and shall be fully incorporated herein as an integral part of this Agreement.

5. The Owner/Developer, its successors or assigns shall be responsible for maintenance of all storm water management measures. The Village is authorized to access the Property to conduct annual, or more frequent as needed inspections, of storm water management features and practices as may be determined by the Village or its representatives, that are necessary to ascertain that the features and practices are being maintained and operated in accordance with acceptable standards designated by the Village. The Owner/Developer, its successors or assigns, on an annual, or more often as needed basis as may be determined by the Village or its representatives, shall provide maintenance of each storm water management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural storm water management measures and sediment removal. Upon notification of the Owner/Developer, its successors or assigns by the Village of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable time frame as set by the Village.

6. In the event that maintenance of the storm water management measures is not undertaken by the Owner/Developer, its successors or assigns, the Village shall perform maintenance work on the storm water management measures if such failure to maintain (a) has a material adverse effect on property other than THE GATHERING Development, or (b) endangers the public health or safety. However, before the Village shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation), the Village shall provide the Owner/Developer, its successors or

assigns with written notice stating with specificity the maintenance activities the Village deems to be required with respect to the storm water management measures. The Owner/Developer, its successors or assigns shall then have ten (10) days after receipt of such written notice to perform such maintenance, provided that said ten (10) day period shall be extended if the Owner/Developer, its successors, assigns or duly authorized designee has commenced such maintenance work within said ten (10) day period and is diligently proceeding to complete the same. In the case of an emergency as determined in the sole discretion of the Village, no notice will be required prior to the Village performing emergency maintenance. The Owner/Developer, its successors or assigns shall be liable for all costs and expenses incurred by the Village for the failure to undertake any repairs.

7. The cost of inspections or any measures undertaken by the Village pursuant to Paragraphs 3 or 6 of this Agreement shall be assessed against the Owner/Developer, its successors or assigns pro rata according to their fractional ownership interest in accordance with the provisions of §66.0627, Wis. Stats. It is expressly understood and acknowledged that such cost shall be deemed a special charge for current services and may be levied in accordance with the provisions of §66.0627, Wis. Stats. Any such assessment which is not paid within sixty (60) days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel(s) against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcel(s) for which payment has not been received by the Village, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges.

8. This Agreement imposes no liability of any kind whatsoever on the Village, and the Owner/Developer, its successors or assigns, agrees and promises to hold the Village, its officers, employees and agents, harmless and indemnify said entity and persons from any and all liability, of whatever kind or nature, in the event the storm water management and maintenance measures fail to

function or operate properly and any damages of whatever kind or nature resulting from said failure to function or operate properly.

9. This Agreement shall be recorded with the Waukesha County Register of Deeds Office and shall constitute a covenant running with the land and shall be bindings on the Owner/Developer, its administrators, executors, assigns, heirs, and any other successors in interests and title.

10. The validity, meaning and effect of this Agreement shall be construed in accordance with the laws of the State of Wisconsin. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof.

11. Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions are determined to be invalid and contrary to any existing or future law, the invalidity shall not impair the operation of those portions of this Agreement that are valid.

12. Venue for any disputes arising out of or under this Agreement shall be in the Circuit Court for Waukesha County, Wisconsin.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER/DEVELOPER:

Mark & Eileen Lurvey Trust

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

Name: (please print or type):

Title: (please print or type):

STATE OF WISCONSIN)  
WAUKESHA COUNTY) ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_, the above named \_\_\_\_\_ to me known to be the same person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Wisconsin

My Commission Expires \_\_\_\_\_

VILLAGE:

Village of Summit

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

Jack Riley, Village President

Attest: \_\_\_\_\_

Debra Michael, Village Administrator-Clerk/Treasurer

**This document was drafted by:**

**Pinnacle Engineering Group  
Attn: Eric J. Maki, PE  
20725 Watertown Road, Suite 100  
Brookfield, WI 53186**

**EXHIBIT A - LEGAL DESCRIPTION**

THE FOLLOWING DESCRIPTION AND REDUCED COPY MAP IDENTIFIES THE LAND PARCELS AFFECTED BY THIS AGREEMENT. FOR THE EXACT BEARINGS AND DISTANCES OF ALL EASEMENTS SHOWN, SEE THE RECORDED PLAT OF THE GATHERING ON FILE WITH THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE.

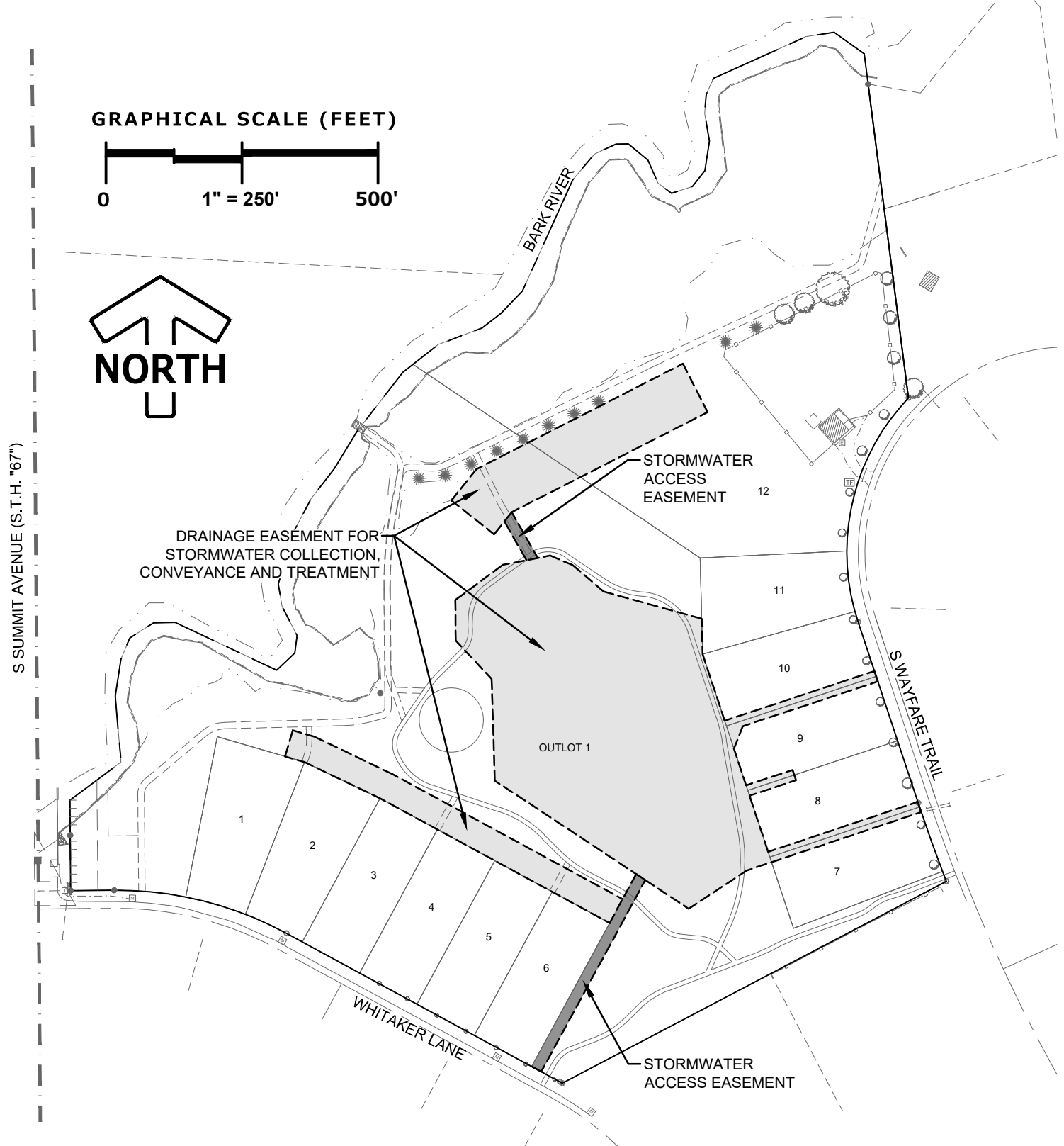
DEVELOPMENT NAME: THE GATHERING

DATE OF RECORDING: \_\_\_\_\_

EXHIBIT PREPARED BY: PINNACLE ENGINEERING GROUP

LOCATION: EASEMENTS ARE LOCATED ON LOTS 7, 8, 9, 10, AND 12 AND OUTLOT 1

PART OF THE SW 1/4 AND NW 1/4 OF SECTION 35, T1N, R17E, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.



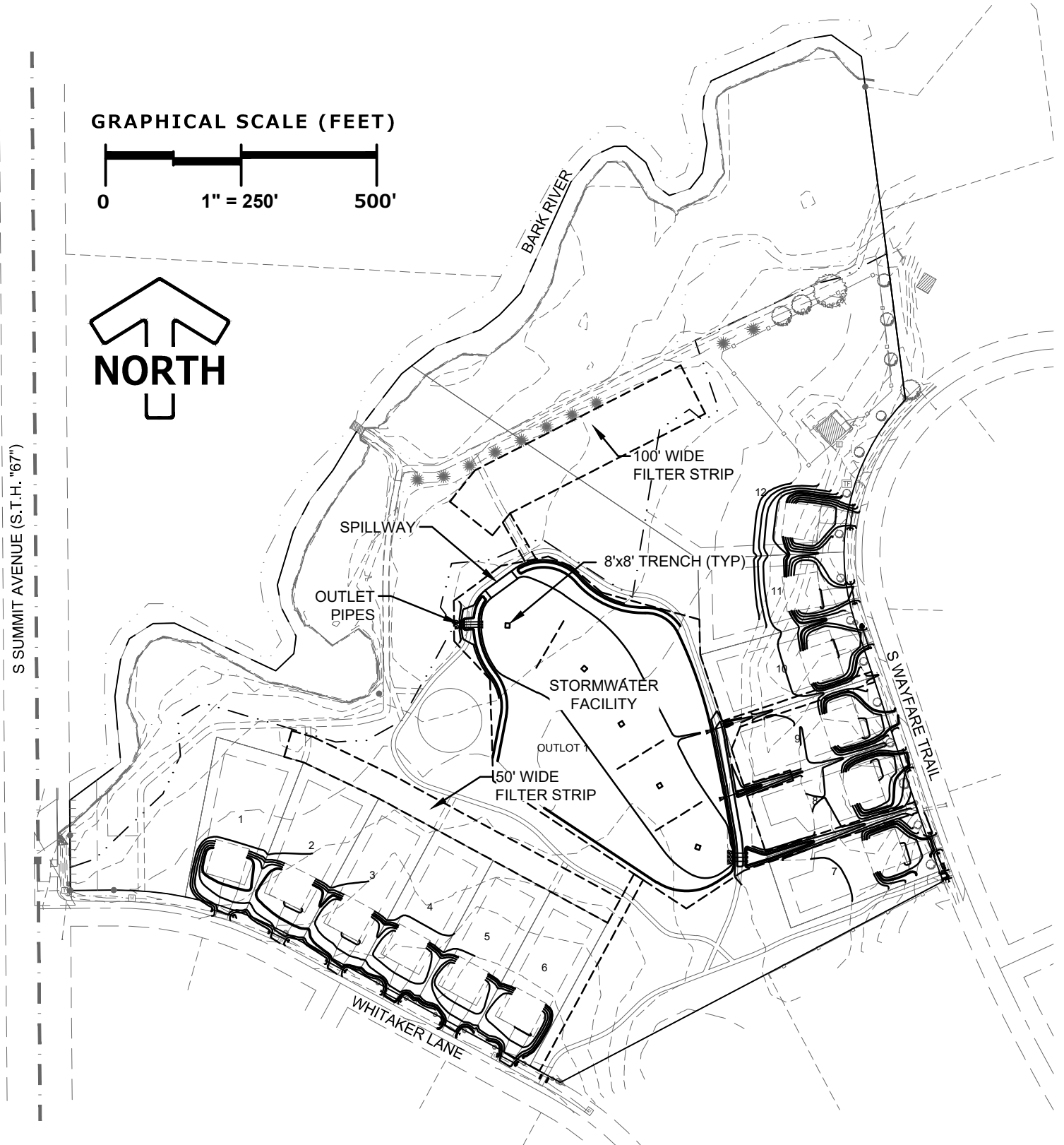
# EXHIBIT B - LOCATION MAP

LOCATION OF STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT

SUBDIVISION NAME: THE GATHERING

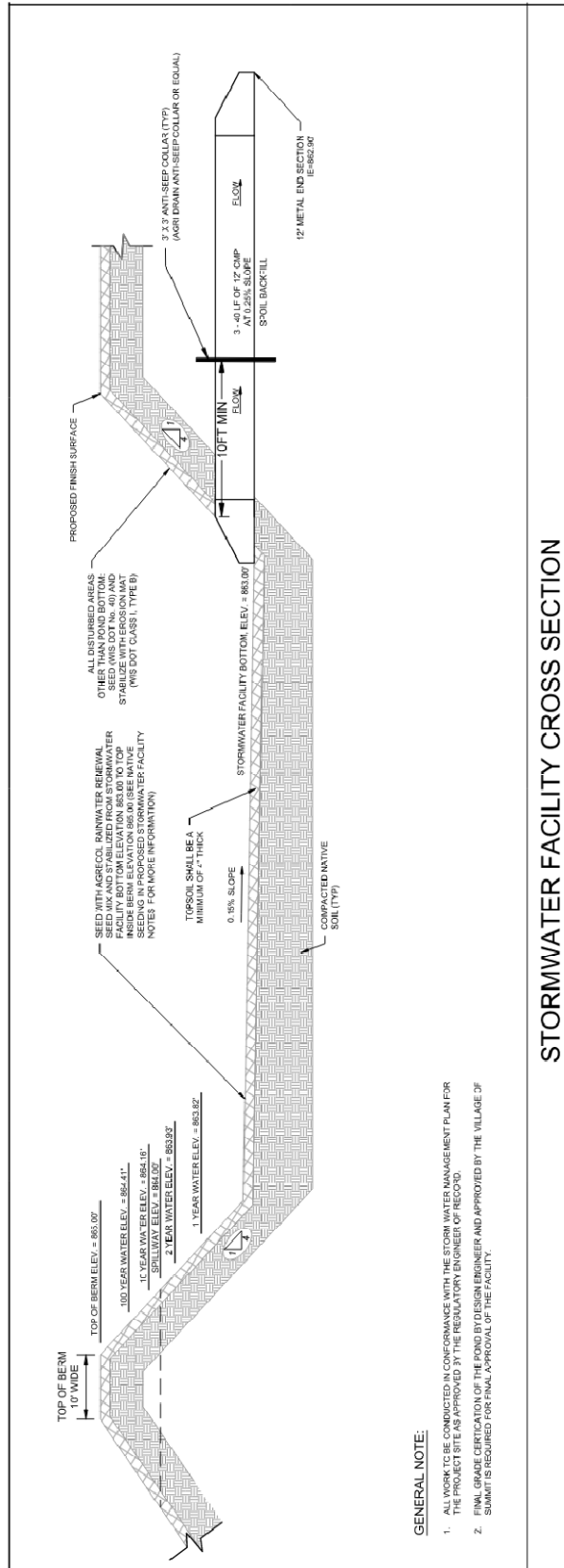
STORM WATER PRACTICES: STORMWATER FACILITY, SPILLWAY, OUTLET PIPES, TRENCHES, FILTER STRIPS. THE STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT ARE DEPICTED AS SHOWN ON THIS EXHIBIT AND IN THIS AGREEMENT. THE CONSTRUCTION PLAN SET IS ON FILE WITH THE VILLAGE OF SUMMIT.

LOCATION: THE STORMWATER FACILITY AND FILTER STRIPS ARE LOCATED ON OUTLOT 1. A PORTION OF ONE FILTER STRIP IS LOCATED ON LOT 12. EACH INDIVIDUAL LOT OWNER OF LOTS 1-12 HAS AN UNDIVISIBLE FRACTIONAL OWNERSHIP IN OUTLOT 1.



# Exhibit C – Stormwater Facility Details

## Storm Water Management Practice Details Covered by this Agreement

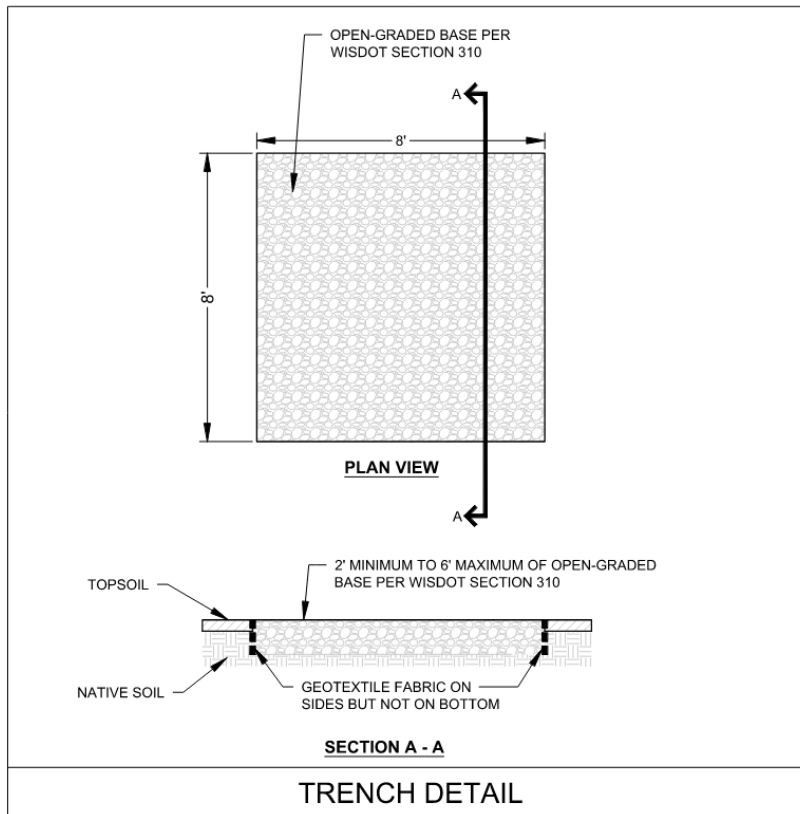
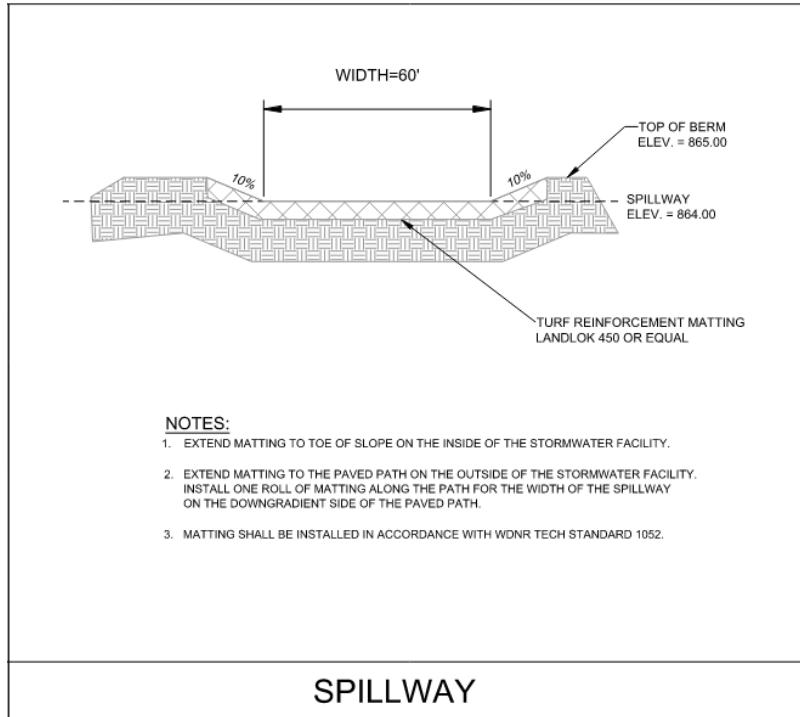


**GENERAL NOTE:**

1. ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORM WATER MANAGEMENT PLAN FOR THE PROJECT SITE AS APPROVED BY THE REGULATORY ENGINEER OF RECORD.
2. FINAL GRADE CERTIFICATION OF THE POND BY DESIGN ENGINEER AND APPROVED BY THE VILLAGE OF SUMMIT IS REQUIRED FOR FINAL APPROVAL OF THE FACILITY.

## Exhibit C1 – Stormwater Facility Details

### Storm Water Management Practice Details Covered by this Agreement



**EXHIBIT D**  
THE GATHERING Development  
Village of Summit, Waukesha County, WI

MAINTENANCE PLAN

**Minimum Maintenance Requirements**

***System Description:***

The storm water management for THE GATHERING consists of a stormwater facility and filter strips. The stormwater facility is designed to maintain pre-development peak flows and runoff volumes. Culverts and swales convey runoff. In order for the stormwater facility to be effective, the facility size and outlet pipes and spillway must be maintained. The stormwater facility and filter strips are designed to filter pollutants, especially from smaller storms, to remove at least 80% of the Total Suspended Solids (TSS) in the site runoff.

Approximately 11.21-acres from the property and 20.99-acres of offsite area will be treated and controlled by the stormwater facility which consists of a relatively flat grass swale draining to a berm with three (3) 12” culvert pipes and an earthen spillway as the outlets. The facility is proposed to have a 100-foot wide bottom and a slope of 0.15% through Outlot 1. The facility will be considered meadow since the majority of the outlot areas will not be mowed.

**Stormwater Facility**

1. To ensure the proper long-term function of the storm water best management practices, the following activities must be completed:
2. Inspect catch basins, manholes, pipes, end sections and stone weepers at least twice a year and after heavy rainfall. Have catch basins cleaned annually. Repair any deterioration threatening structural integrity immediately, replace worn or cracked frames and lids, re-set any shifted frames, repair spalled or cracked mortar, repair or replace cracked rings, repair leaking joints, clean manholes, pipes and storm inlet inverts of deposited material, remove potential sources of contamination away from inlets and manholes. Remove any obstructions from end sections, reset end sections that have separated from storm pipe, repair scour areas immediately. Replace missing soil with clean fill and replace/install end treatment. Missing riprap armoring will require additional stone, typically one class larger. Additional stone may also be required on the stone weepers to offset settlement and lost stones.
3. All stormwater facility inlet and outlet pipes must be checked semi-annually to ensure there is no blockage from floating debris or ice, especially in front of the dewatering holes and the trash rack on the risers. Any blockage must be removed immediately.
4. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
5. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream stormwater facility. Erosion matting is recommended for repairing grassed areas.
6. No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.

7. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
8. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
9. If an 8'x8' trench in the bottom of the stormwater facility becomes clogged over time causing the stormwater facility to not drain properly, the homeowner's association can install another 8'x8' trench adjacent to the clogged trench following the detail on the approved plans. Clogged trenches can remain. The approved plan shows a total of five trenches. No other grading or filling of the stormwater facility or berms is allowed, unless otherwise approved by the Village of Summit.
10. To promote more effective pollutant removal, mowing in the drainage ways, detention facilities, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize disturbance to ground nesting birds.
11. After vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & stormwater facility.
12. A yearly inspection is required. An inspection form, as provided by the Village of Summit, must be filled out by a qualified person that represents the Owner. Any needed maintenance or repairs must be documented and scheduled immediately. All maintenance or repairs must be documented, preferably with photographs. The completed inspection form and documentation must be forwarded to the Village Engineer (SEH). Failure to complete the yearly spring inspection will be cause for the Village to inspect the stormwater facility and conveyances, at the Owner's cost, as outlined above.
13. All other repairs or maintenance needed to ensure the continued function of the stormwater facility as ordered by the Village of Summit under the provisions previously listed in this Agreement.

**Native Seeding in Proposed Stormwater Facility (From elev. 863 to top inside berm elev. 865)**

Weed Suppression Measures:

*1st year* - Perform spot spray with herbicide to suppress weeds. This should occur approximately every month of the growing season after native plantings have been rough graded.

*2nd year* - In May/June, mow native plantings at 6" height to suppress the weeds. Perform spot spray with herbicide to suppress weeds. Have professional assess plantings. Repeat mowing native plantings and spot-spray in early July.

*3rd year* - In May/June, mow native plantings at 8" height to suppress the weeds. Perform spot spray with herbicide to suppress weeds.

*4th year* - In May, perform a prescribed burn. In June, have a qualified professional assess plantings. If a prescribed burn cannot be utilized, native plantings shall be cut to the ground and all cut material shall be removed and disposed of offsite.

**Filter Strips**

1. Inspect the filter strips after storm events and repair any gullies that have formed, remove unevenly deposited sediment accumulation that will disrupt sheet flow, reseed disturbed areas, and take other measures to prevent concentrated flow through the filter strip.
2. Apply supplemental nutrients as needed to maintain the desired species composition and stand density of the filter strip.
3. Periodically regrade and reestablish the filter strip area when sediment deposition at the filter strip-field interface jeopardizes its function. Reestablish the filter strip vegetation in these regraded areas, if needed.
4. Invasive plant species shall be managed in compliance with Wisconsin Administrative Code

Chapter NR 40. This may require eradication of invasive species in some cases. The following list of non-native species are typical “problem species” within storm water management area plantings and should be controlled immediately upon introduction to a site (in addition to any species listed as Prohibited by NR-40).

- Canada Thistle Common and Cut-leaved Teasel
- Crown Vetch
- Birds-foot Trefoil
- Everlasting Pea
- Japanese Knotweed
- Leafy Spurge and Cypress Spurge
- Purple Loosestrife
- Spotted Knapweed
- Yellow Sweet Clover and White Sweet Clover
- Wild Parsnip
- Common Reed Grass
- Japanese Stilt Grass
- Reed Canary Grass
- Smooth Brome Grass
- Quack Grass



June 13, 2025

Mark Lurvey  
Mark & Eileen Lurvey Trust  
35680 Wayfare Trail  
Oconomowoc WI 53066  
Via email: [lurveyma@idcnet.com](mailto:lurveyma@idcnet.com)

**SUBJECT:** Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff

Permittee Name: Mark & Eileen Lurvey Trust  
Site Name: The Gathering  
FIN: 97713

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on February 13, 2025, for the The Gathering site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is June 13, 2025. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site:

<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. Construction dewatering discharges from an area subject to remedial action operations or from an area containing contamination that would be subject to remedial action operations are not eligible for coverage under this permit (section 1.1.2.3). Discharges may be eligible for coverage under the [Contaminated Groundwater from Remedial Action Operations General Permit \(WI-0046566-07-0\)](#).

3. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a. Date, time, and exact place of inspection;
- b. Name(s) of individual(s) performing inspection;
- c. An assessment of the condition of erosion and sediment controls;
- d. A description of any erosion and sediment control implementation and maintenance performed;
- e. A description of the site's present phase of construction.

4. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

5. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Peter Wood, P.E. at (262) 822-8227.

Sincerely,



Peter Wood, P.E.  
Southeast Region  
Storm Water Program

ENCLOSURE: Certificate of Permit Coverage



# CERTIFICATE OF PERMIT COVERAGE

## UNDER THE WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT Permit No. WI-S067831-06

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

## EROSION CONTROL COMPLAINTS should be reported to the WDNR Tip Line at **1-800-TIP-WDNR (1-800-847-9367)**

Please provide the following information to the Tip Line:

**WDNR Site No. (FIN): 97713**

**Site Name: The Gathering**

**Address/Location: 543 South Wayfare Trail Village of SUMMIT**

Additional Information:

**Landowner: Mark & Eileen Lurvey Trust**

**Landowner's Contact Person: Mark Lurvey**

**Contact Telephone Number: (262) 473-1999**

**Permit Start Date: June 13, 2025**

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