



**OFFICIAL NOTICE AND AGENDA**  
Pardeeville Plan Commission Regular Meeting  
Pardeeville Village Hall – Conference Room  
114 Lake Street, Pardeeville, WI 53954  
**Wednesday, April 17, 2024 – 6:00 PM**

1. **Call meeting to order:**
  - 1.1. Roll Call
  - 1.2. Approval of Agenda
2. **Approval of Minutes** – March 19, 2024
3. **Comments from the Floor** - *(Please be advised per State Statute Section 19.84(2), information will be received from the public. The comments made must remain respectful. The Chief Presiding Officer has the right to end an individual's time should an individual become disrespectful. It is policy of the Village that each individual may receive up to two (2) minutes to speak. More time may be granted by the Chief Presiding Officer. There may be limited discussion on the information received, however, no action will be taken under Comments from the Floor).*
4. **Old Business:**
5. **New Business:**
  - 5.1. Review of Comprehensive Plan
  - 5.2. West side of Doug Hare Way
  - 5.3. Kwik Trip – Site Plan, Rezoning, Lot Combination, and Alley Vacation
  - 5.4. Doug Hare Way Extension and Development
  - 5.5. Conditional Use – 536 Breezy Point
6. **Consideration of items for future agendas**
7. **Adjournment**

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Denise Vater, Clerk/Treasurer

*For more details on reports and agenda items, please see the packet on the website: [villageofpardeeville.net](http://villageofpardeeville.net)*

*The Village Hall is fully accessible. If you require additional assistance, please contact the Village Office (Phone 608-429-3121) 48 hours prior to the meeting. This is a public meeting. As such, all members or a majority of the members of any given Village Committee, Commission, or Board may be in attendance. While a majority of any given group may be present, only the above Board will take official action based on the above agenda.*

**VILLAGE OF PARDEEVILLE  
PLAN COMMISSION MEETING  
MINUTES**

**March 19, 2024**

**Pardeeville Village Hall**

**6:00 PM**

**Call to Order:** The meeting was called to order at 6:00 pm.

**Roll Call:** Present: Michael Haynes, Connie Pease, Bob Abrath, Jennifer Caravella, Chris Killoran.  
By Phone: Ron Griepentrog, Steve Woxland Absent: None

**Staff:** Austen Frederickson, Director of Public Works.

**Guests:** Angela Engelmann, Robert Roth, Richard Lynn

**Approval of Agenda**

Caravella moved to approve the agenda. Second by Woxland. All in favor. Motion carried.

**Approval of the Minutes**

Pease moved to approve the October 10, 2023 Plan Commission minutes as presented. Second by Caravella. All in favor. Griepentrog abstained. Abrath abstained. Motion carried.

**Comments from the Floor:**

None.

**5.1 Sunrise Subdivision – Lots 17, 18, 19.**

Frederickson presented the topic.

Roth presented the concept plan.

Griepentrog motioned to set a public hearing for the rezoning and PUD for lots 17, 18, 19 conditionally that the developer considers MSA and Village staff comments. Second by Woxland. All in favor. Motion carried.

**5.2 Driveway Access in Sunrise Subdivision.**

Frederickson presented the topic.

Haynes motioned to recommend the Village Board allow changing the driveway access with completion of the roadway stub, cost shared 50/50 with Lynn Properties Pardeeville LLC. Second by Killoran. All in favor. Motion carried.

**Consideration for items for future agendas.**

Discussion requested to review the Pardeeville Smart Growth Plan

Haynes requested to discuss the west side of Doug Hare Way development

**Adjournment:**

The meeting was adjourned at 7:27 pm.

Ron Griepentrog – Chairperson



## Public Works Director Memo

**Meeting Date:** 17 APR 2024

**Topic:** Kwik Trip

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This memo is in regards to all of the Kwik Trip agenda items.

Attached is a draft copy of the submission documents.

Kwik Trip would like to expand their operations at the Pardeeville store. With that in mind, they have submitted several documents required to facilitate and move the project forward. Their team has worked very closely with Village staff and MSA to hammer out many details so that the Village's interests are being met while also facilitating growth and development within the Village.

### **Kwik Trip – Site Plan**

The site plan has been a topic over many months indicating elements that need to occur for this project to move forward. For instance, the alley vacation, which must occur for the project to commence. Looking at the project documents as a whole, MSA and Village staff has worked diligently with the Kwik Trip team to ensure the Village's infrastructure is maintained and moved to adequate areas. For instance, watermain will be relocated within this project. This has been rerouted to bend at the alley and run out to second street. The existing water main will be vacated in place. The electrical system will also be relocated. Staff is currently working on supplying a quote for service for the electrical system. The two biggest topics have been a pond on the southwestern corner of the property and the four access points to the property. In discussions, the original fear from the Village was that it did not want an overgrown pond along the main artery within the Village and at the, arguably, biggest intersection. The Village then requested the inclusion or spec of an underground stormwater storage facility. Kwik Trip is vehemently against an underground stormwater storage facility, but have included a maintenance agreement for the pond to ensure its aesthetics. Further, the Kwik Trip team has assured staff that the vegetation used will be commercial turf and not the natural vegetation that is commonly used. It is staff's opinion that, with this agreement and specification on the construction, this could prove to be a very nice green space for the Village, especially on the main artery. This could prove a very inviting space into the community, especially in a heavily trafficked space. Next, is the four access points. When looking through the site plan, their claim is that the access points is for truck traffic. They also claim, to staff's comments of four being too many, that they will actually be eliminating access points because there are eleven existing. Now the last comment is true. However, it is still staff's opinion, and previous Village belief that four access points, especially two on the main road was too many. The Kwik Trip team has made it very clear that the four is non-negotiable, and the Village could see this project be bumped down the priority list should it choose to stand firm. Ultimately, the Village saw this as a safety risk due to its close proximity to the four-way stop. It was staff's opinion that the elimination of the southern main street access point would be feasible, but would require a layout change on their end. Kwik Trip team does not accept that as an option and is requesting the four access points. Every other item, besides the stormwater pond and the access points, the Kwik Trip team has been very receptive and has worked with the Village staff and MSA on.



**Kwik Trip – Rezoning**

To properly allow for the property to be combined and to allow for the uses the property must be zoned homogenously. Split zoned property is not an allowable trait for a parcel. Likewise, should some parcels be zoned separately, it will limit the type of allowable uses on those properties.

**Kwik Trip – Lot Combination**

This is the final submission topic and most likely the easiest. The overall site encompasses many parcels due to the original plat and separate owners. To allow for the new project to meet all Village ordinances and setbacks, the parcels must be combined into one parcel.

Should the body agree, a motion would be in order to recommend the Village Board approve of the submission documents for Kwik Trip. This will entail the following motions:

- Motion to recommend the Village Board look to vacate the requested section of the alley.
- Motion to recommend the Village Board approve the lot combination conditional on the approval of a rezoning.
- Motion to set a Public Hearing for the lot rezonings to fall on the next regularly scheduled Village Board meeting.
- Motion to recommend the Village Board approve the rezoning of lots 11171-39, 11171-40, and 11171-4.C1 from B-2 (Business District) to B-1 (Business District).
- Motion to recommend the Village Board approve of the site plan [conditions can be set].

Respectfully,  
Austen



## Store Engineering

PHONE 608-793-5555

FAX 608-781-8960

1626 Oak St., P.O. Box 2107

La Crosse, WI 54602

[www.kwiktrip.com](http://www.kwiktrip.com)

April 2, 2024

Village of Pardeeville  
Austen Frederickson – Director of Public Works  
114 Lake Street  
Pardeeville, WI 53954

### RE: Kwik Trip #314 Pardeeville Rebuild

Dear Mr. Frederickson:

This letter is intended to accompany the submittal for our application to the Village of Pardeeville for the requested Site Development Plan Review. Please accept this letter as our request to be placed on the next available Planning & Zoning Commission Meeting Agenda as well as the Council Meeting Agenda.

Kwik Trip, Inc. is proposing the construction of a convenience store with 10 dispenser fueling canopy. Included in the submittal is the Cover Letter, Civil plans, Stormwater Calculations, Building/ Canopy Elevations, and the Sign plan.


#### Operations

The requested hours of operation will be 24 hours for all uses. The type of products that will be sold will be similar to that of our existing stores throughout the mid-west: fresh produce, bakery and dairy, hot and cold food and beverages, fresh meat and groceries, tobacco products, lotto, convenience store merchandise, alcohol, gasoline, diesel, E-85, ice and propane. The outside merchandising of products is being requested next to the store (two ice chests and one propane cage) and underneath the proposed main canopy. To ensure that the freshest products are sold in our stores, we request that daily deliveries be allowed.

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#### OUR MISSION

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



### Buildings, Architecture and Site Design

The architectural elements in this state-of-the-art building consist of a full brick cladding, standing seam metal roof, store front aluminum openings and stucco accents. Extensive landscaping, modern storm water facilities, monument and wall signage, customer and employee parking, concrete paving with curb and gutter are also included in the overall site design.

### Investment in the City

This project will be a multi-million dollar investment in the Village of Pardeeville. Not only in the physical improvements and development of a vacant parcel, but also an investment of approximately 5 to 10 new permanent jobs in the City. The projected payroll here is estimated to be approximately \$500,000 annually.

### Community Partner

We pride ourselves in being an asset in the communities where we are located. Families can walk or ride their bikes to our stores. Retirees on fixed income can access fresh groceries like milk, eggs, bread and fruit just steps from their car. We take pride in giving back to the communities we serve with charitable donations and by partnering with local non-profits. Kwik Trip would be happy to provide any additional information or answer any questions or concerns the Village of Pardeeville may have with our submittal. Please feel free to call or email with any questions you may have.

Sincerely,

Trent Kastenschmidt  
Project Manager  
Store Engineering  
[TKastenschmidt@kwiktrip.com](mailto:TKastenschmidt@kwiktrip.com)  
608-793-6456





February 29, 2024

Trent Kastenschmidt  
Store Engineering  
Project Manager  
TKastenschmidt@kwiktrip.com

Re: Kwik Trip Store #314, Pardeeville, WI  
Stormwater Design Review

Dear Trent:

MSA has reviewed the stormwater management report, dated January 22, 2024, submitted to the Village of Pardeeville for the Kwik Trip Store #314 project. The following review comments shall be addressed prior to approval of the Kwik Trip Store #314 project.

### **Summary**

The Village ordinance requires the site to meet 10-yr peak discharge rate control. A cursory review of existing conditions vs. proposed suggests that the change in impervious area is close to net-zero so rate control is not an issue.

Proposed conditions will disturb more than one acre, so WDNR standards apply and an approved Notice of Intent will be required to be provided to the Village. The site is being considered a redevelopment therefore the only post-development stormwater management standard will be to provide 40% TSS reduction. The development plan proposed to achieve this via construction of a new wet detention pond.

### **Stormwater Review Comments**

The stormwater pond as designed meets the water quality treatment requirement (69% TSS reduction). The following observations were made regarding the modeling:

- 1.) The modeling includes only 1.070 acres of total area. This includes 0.865 acres draining to the pond and 0.205 of untreated area.
- 2.) The watershed map shows 1.341 acres as draining to the pond and another 0.570 acres + 0.164 acres being untreated (total = 2.075 acres).
- 3.) The modeling includes a small error where they've indicated the elevation of the riser pipe to be 813.4, but plans call for it to be 814.0
- 4.) The model simulates all land use as 'paved parking'; however, clearly there is some turf, roof, and pond surface areas.

In regard to the plan set:

- 5.) The LTMA should include an as-built survey to be completed immediately post-construction.
- 6.) An additional inlet on the west side of the southern driveway access should be included to capture water from the site.
- 7.) Plans should be revised to indicate the location of the high-spots at the west driveway accesses, with the clear intent that they are located as close to the ROW line as possible.
- 8.) Near the north entrance to the site, a flared end section is designed to accept water from the area north of the curb. The elevation of this flared end section in relation to the permanent pool will result in water remaining in the storm sewer and likely backing up in the area north of the curb

line. It is recommended the area north of the curb be regraded to allow sheet flow over the curb into the inlet, eliminating the need for the storm pipe and flared end section north of the inlet.

As previously stated, the Village is currently undecided as to allow an open stormwater retention facility at this location. The Village has requested alternative water treatment storage, preferably underground, be evaluated by Kwik Trip. Further discussion between Village and Kwik Trip is required.

**Recommendation**

MSA recommends the above items be addressed by the architect and resubmitted for further review, pending the decision of the Village to allow an above ground retention basin.

**Final**

Nothing set forth in this review of the construction and development documents by the City Engineer shall be construed as, nor intended to be, a waiver or release of any obligations imposed on the Developer or relieve the Developer from compliance with the Village of Pardeeville's ordinances, standards and policies or any other applicable state statute or administrative rule.

Plans for future improvements and additions must be reviewed by MSA prior to construction. Future improvements and additions must be in accordance with City requirements and ordinances in effect at the time of construction.

Please review this letter and address these issues at your earliest convenience. Contact me for clarification on any comments at (608) 421-7140. Construction shall not begin until the Village of Pardeeville has approved the plan set for the proposed improvements.

Sincerely,

MSA Professional Services, Inc.



Bill Pinnow, P.E.  
Principal Engineer

cc: Austen Frederickson, Village of Pardeeville



## Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107  
La Crosse, WI 54602

[www.kwiktrip.com](http://www.kwiktrip.com)

### Memo

**To:** Austen Frederickson –Village of Pardeeville Public Works Director  
Bill Pinnow – MSA Professional Services, Inc.

**From:** Trent Kastenschmidt – Kwik Trip, Inc.

**Date:** 4/2/2024

**Re:** Kwik Trip #314, Pardeeville, WI

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*Comments from Kwik Trip - Site Plan Review dated February 20, 2024, have been addressed as follows:*

#### General Comments

1. Where curb and gutter is being replaced in the public right-of-way should have 2-feet of asphalt in front of curb removed to allow room for plate compaction after concrete is cured.
  - Added
2. The existing storm structure and casting at the proposed entrance on East Chestnut Street should be replaced with this proposed work.
  - Added
3. Municipal code 58-158(3) indicates Openings for vehicular ingress and egress in a business/industrial district shall not exceed 30 feet at the property line and 40 feet at the curb opening, unless otherwise authorized by the director of public works. All four driveways exceed regulations as they measure 35' & 40' wide at the property line.
  - We have decreased openings to 30 and 35'. Truck turning movements are shown at driveways that we feel 35' are needed. These driveways will have truck deliveries in and/or out.
4. In previous correspondence, the Village requested reduction in number of ingress/egress points. The Village requests that the number of ingress/egress points decrease to three by removing the southernmost entrance along North Main Street.
  - We feel all four are needed for proper and safe turning movements. This is a small site and truck movements are the main reason for four. It will also help flow in and out of the site for all vehicles. We would also like to point out there are currently 11 driveways on our proposed site. We will be bringing that number down to 4.

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5. Since the alley currently has one-way traffic, terminating the alley at the northern project limits would require the “ONE WAY DO NOT ENTER” sign to be relocated to the proposed termination point. Also, a “STOP” sign should be installed for traffic heading south.
  - Added
6. Sidewalks currently do not extend through driveway openings. Sidewalks shall extend through driveway openings.
  - Added
7. Relocation plan for overhead electric to be provided for review.
  - I have been in contact with Austen about this. We are currently waiting on an estimate.
8. Further discussion required with Village as to abandonment or relocation of alley.
  - Alley has been relocated to Second Street instead of Main Street
9. WDOT permitting for access and work within right of way to be provided to Village along STH 22.
  - We have been in contact with WisDOT about this. Driveway permits were submitted in early March.
10. Municipal code 58-345(d) states residential fences shall have a two-foot rear and side yard setback from a property line unless abutting neighbors agree and sign a sworn/notarized statement to be on file at the village office; then a fence may be placed on the property line but must not interfere with any utilities. Plans do not show a measurement indicating compliance with the standard setback. Will setback be maintained or will notarized statement with abutting landowner be provided. In addition, please provided detail including color and material of proposed 6’ privacy fence.
  - We are abiding by the setback. Our rendering shows a tan color, but we can switch to others like white if desired. Fence detail is shown in submittal packet.
11. Parking satisfies the current requirements for the Village of Pardeeville. The southernmost parking stall adjacent to E Chestnut St is concerning due to the necessary turning movements in and out of the stall in relation to the driveway entrance/egress.
  - We have removed a parking stall to keep movements away from the driveway.

#### Site Design

1. Sheet C300 – Curb and gutter north of the existing catch basin on the north side of the southern entrance along STH 22 should be replaced up to the northern construction joint. This work should include replacing the casting and adjustment rings. This note is written based on the current configuration and will not apply if the southern entrance is removed from the site plan.
  - Added

#### Watermain

2. The 6-inch watermain in front of store should be abandoned from the water tee at East Chestnut Street northern project limits. The remaining existing 6-inch watermain should be looped to the 8- inch watermain on Second Street. If a high point in the watermain is created with this work, a hydrant will be required as an air release. An easement will be required for this segment. Additional removal and replacement of the pavement will need to be shown on the plans.
  - Added
3. Based on the comment above, the owner will be required to have a water main extension permit approved by WDNR.
  - Agreed and we will file after approval.

4. Proposed water service should connect to loop in previous comment.
  - Added
5. The existing water service to 104 North Main Street needs to be abandoned in place (assuming the lateral is 2" or less). Village staff shall be present at time of abandonment.
  - Shown on plans and agreed.

#### Landscaping

6. Landscaping satisfies the current requirements for the Village of Pardeeville.

#### Signage

7. Signage satisfies the current requirements for the Village of Pardeeville.

#### Photometric Plan

8. Photometrics along the southern residential property are +0.6-+1.7. Photometrics shall be modified to be less than 0.5 fc adjacent to residential property boundaries.
  - This has been updated.

#### Stormwater

9. Sheet C181 – Provide existing and proposed pervious, impervious and land disturbance area measurements.
  - Added
10. The stormwater retention pond and stormwater report is currently under review by MSA and has not been completed at this time. Village is currently undecided as to allow an open stormwater retention facility at this location; however if allowed, a long term maintenance plan, screening and landscaping will be required to ensure that pond area remains visually appealing. Village also requests alternative water treatment storage, preferably underground, be evaluated by Kwik Trip. Further discussion between Village and Kwik Trip is required.
  - We are pushing for a wet pond. With a long-term maintenance agreement in place we can keep it visually appealing. We think this is the best option for us and the village.
11. Stormwater Notice of Intent will be required from WDNR to be provided to Village due to land disturbance exceeding one acre.
  - Agreed and we will file closer to construction.

Please let me know if you have any additional comments.

Sincerely,

Trent Kastenschmidt  
Project Manager  
Store Engineering  
[Tkastenschmidt@kwiktrip.com](mailto:Tkastenschmidt@kwiktrip.com)  
608-793-6456





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

10 MPD

1 FRONT ELEVATION



2 SIDE ELEVATION





**KWIK  
TRIP**

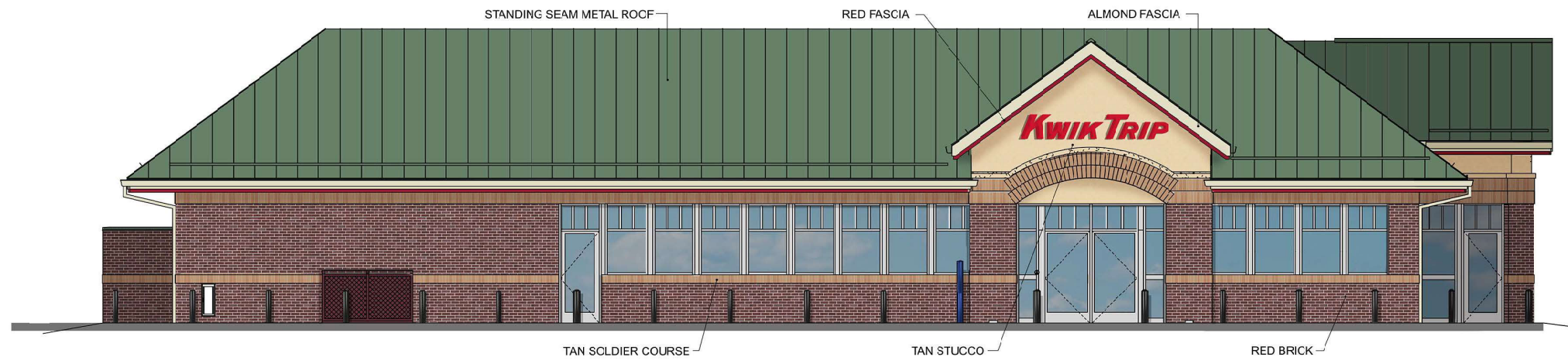
**KWIK  
STAR**

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

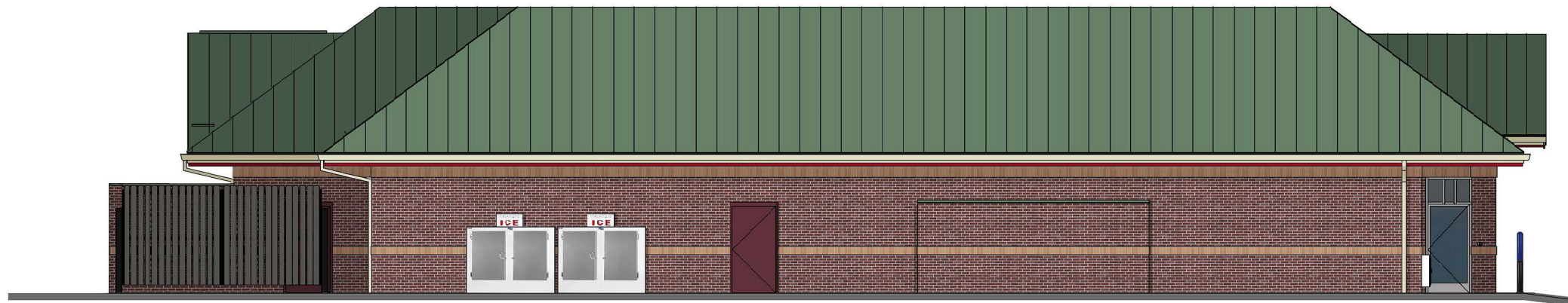
10 MPD



1 FRONT ELEVATION



2 LEFT ELEVATION



3 REAR ELEVATION



4 RIGHT ELEVATION



**Kwik  
TRIP**

**Kwik  
STAR**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
P-1 (608) 731-8686  
FAX (608) 731-8660





FRONT RIGHT VIEW



FRONT LEFT VIEW



REAR RIGHT VIEW



REAR LEFT VIEW



FRONT ELEVATION

**KWIK  
TRIP**

**KWIK  
STAR**

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P. O. BOX 2107  
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PH. (608) 781-8988  
FAX (608) 781-8960

EXTERIOR ELEVATIONS  
RIGHT HAND GEN 3













# Village of Pardeeville

## ZONING PERMIT APPLICATION

\*THIS APPLICATION MUST INCLUDE A SITE PLAN MAP

Owner Name Kwik Trip, Inc.  
Owner Address 1626 Oak Street, La Crosse, WI 54602  
Owner Email Address TKastenschmidt@kwiktrip.com

Date 4/2/2024  
Contact Phone (608) 793-6456

Applicant Name (Contractor, Architect, Engineer, if different) Trent Kastenschmidt  
Applicant Address 1626 Oak Street, La Crosse, WI 54602 Contact Phone (608) 793-6456  
Applicant Email Address TKastenschmidt@kwiktrip.com  
Site Location/Address 108 N Main Street  
Existing Use Existing Store/Commercial

### Type of Development Site Information

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Change in Use               | <input type="checkbox"/> Access             | <input type="checkbox"/> Wetlands                           |
| <input type="checkbox"/> Garage                      | <input type="checkbox"/> Pool               | <input checked="" type="checkbox"/> Underground Tanks       |
| <input type="checkbox"/> Fence                       | <input type="checkbox"/> Accessory Building | <input type="checkbox"/> Floodplains                        |
| <input type="checkbox"/> Deck                        | <input type="checkbox"/> Addition           | Front Setback <u>N/A</u> Percent of Lot Coverage <u>66%</u> |
| <input checked="" type="checkbox"/> New Construction | <input type="checkbox"/> Sign               | Rear Setback <u>N/A</u> Lot Square Foot <u>93,842 SF</u>    |
| <input type="checkbox"/> Tree Planting               | <input type="checkbox"/> Antenna / Tower    | Side Setback #1 <u>N/A</u> Easement _____                   |
|  |   | Side Setback #2 <u>N/A</u> Height <u>23.5'</u>              |

### Special Considerations

- Does this project require a site visit? Yes No
- Does this project require a land survey? Yes No
- Does this project require a utility locate? Yes No 93,811 SF Date of requested locate \_\_\_\_\_
- Estimated Land Distrurbance Area (square feet) \_\_\_\_\_

The Zoning Administrator may request additional information during the review of the Zoning Application.  
The Zoning Administrator may require a site survey by an RLS if proposed uses/structures occur within 2 feet of the applicable setback lines.

### Building Information

- Building Permit Required Building height 23.5' Square footage main 9100 SF  
 Home/Condo Association Maximum length 100' Square footage basement N/A  
Maximum width 105' Square footage upper N/A  
Accessory building square footage N/A

Applicant's Signature \_\_\_\_\_

This permit shall become void at the expiration of 120 days after the date of issuance unless construction is started.  
All construction shall be completed within 18 months.

If any deviations are made from the original application, a new permit is required.

Once a Zoning Permit is issued the fee becomes non-refundable. Fees are based on a sliding scale per our \*Permit and Fee Schedule\*.  
This permit shall be posted in a conspicuous location on the premises and shall remain in-place during the entire period of the construction.

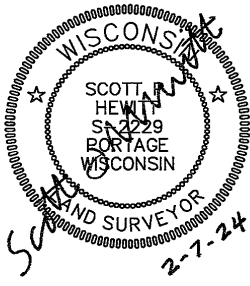
Comments:

Date \_\_\_\_\_

As prepared by:

**G GROTHMAN & ASSOCIATES S.C.**  
PROFESSIONAL SERVICES  
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI 53901  
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877  
E-MAIL: surveying@grothman.com  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



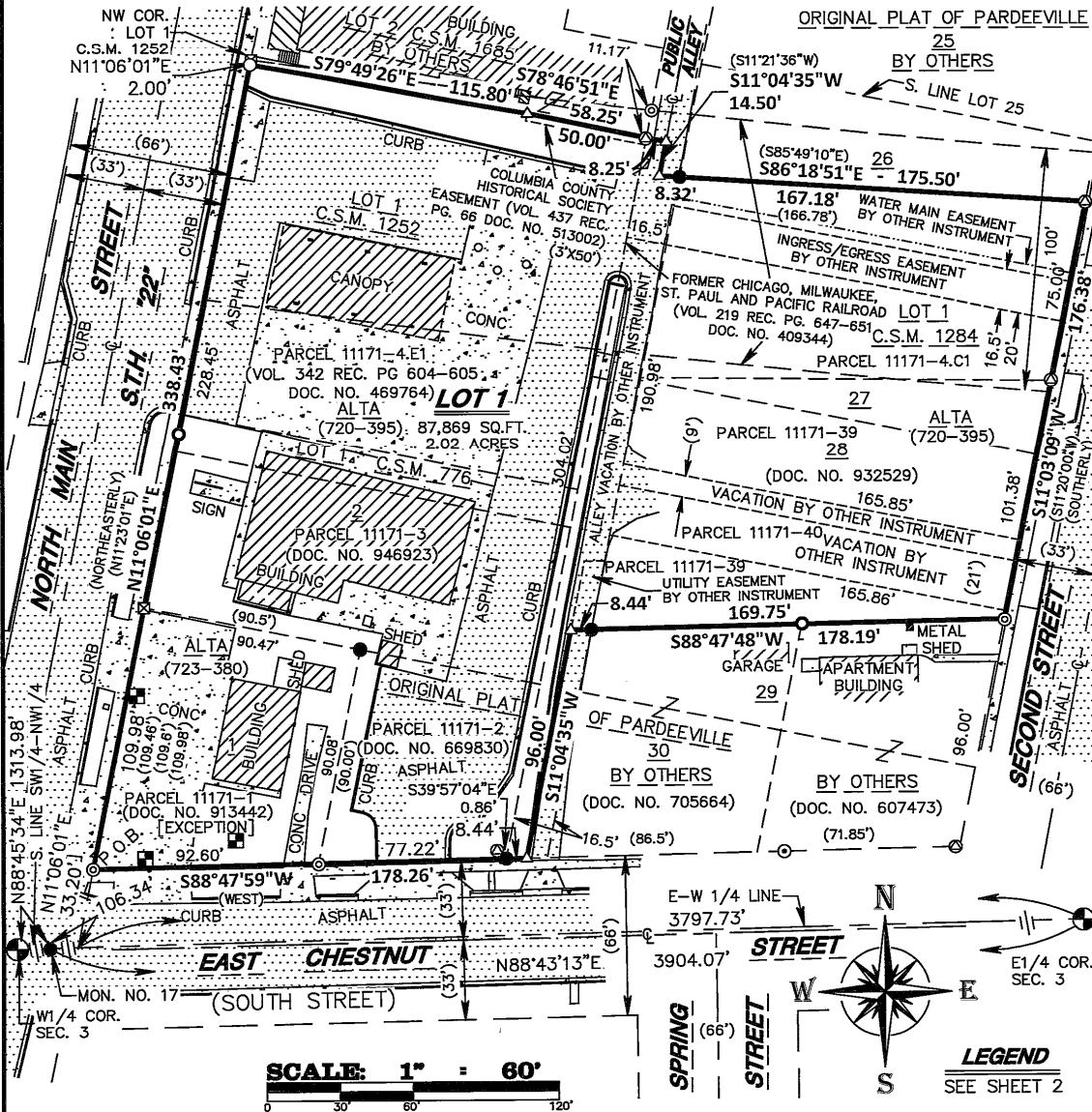
**G & A FILE NO. 1123-603**

DRAFTED BY: T. KASPER  
CHECKED BY: IG  
PROJ. 720-395  
DWG. 1123-603CSM SHEET 1 OF 4

### COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_ GENERAL LOCATION

Volume \_\_\_\_\_, Page \_\_\_\_\_

BEING LOT 1, C.S.M. NO. 776 AS RECORDED IN VOL. 3 OF C.S.M.S, PAGE 251 AS DOCUMENT NO. 431289 AND PART OF LOT 1, C.S.M. NO. 1252 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 14 AS DOCUMENT NO. 469446, ALL OF LOT 1, C.S.M. NO. 1284 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 46 AS DOCUMENT NO. 471235, ALL OF LOTS 1, 2, 27, 28, PART OF LOT 29 AND PART OF A VACATED PUBLIC ALLEY IN THE ORIGINAL PLAT OF PARDEVILLE, LOCATED IN SE1/4 OF THE NW1/4, SECTION 3, T. 12 N, R. 10 E, VILLAGE OF PARDEVILLE, COLUMBIA COUNTY, WISCONSIN.



**OWNER:** ZRH LLC  
1626 OAK STREET  
LACROSSE, WI 54602-2107

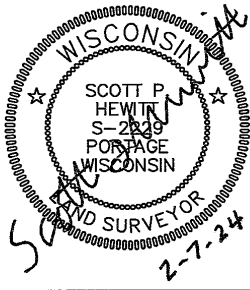
**CLIENT:** KWIK TRIP, INC  
1626 OAK STREET  
LA CROSSE, WI 54602



As prepared by:

**GA GROTHMAN & ASSOCIATES S.C.**  
PROFESSIONAL SERVICES  
625 EAST SUPER STREET, P.O. BOX 373 PORTAGE, WI 53901  
PHONE: PORTAGE (608) 742-7788 SAUK (608) 644-8877  
E-MAIL: [surveying@grothman.com](mailto:surveying@grothman.com)  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



**G & A FILE NO. 1123-603**

DRAFTED BY: T. KASPER

CHECKED BY: IG

PROJ. 720-395

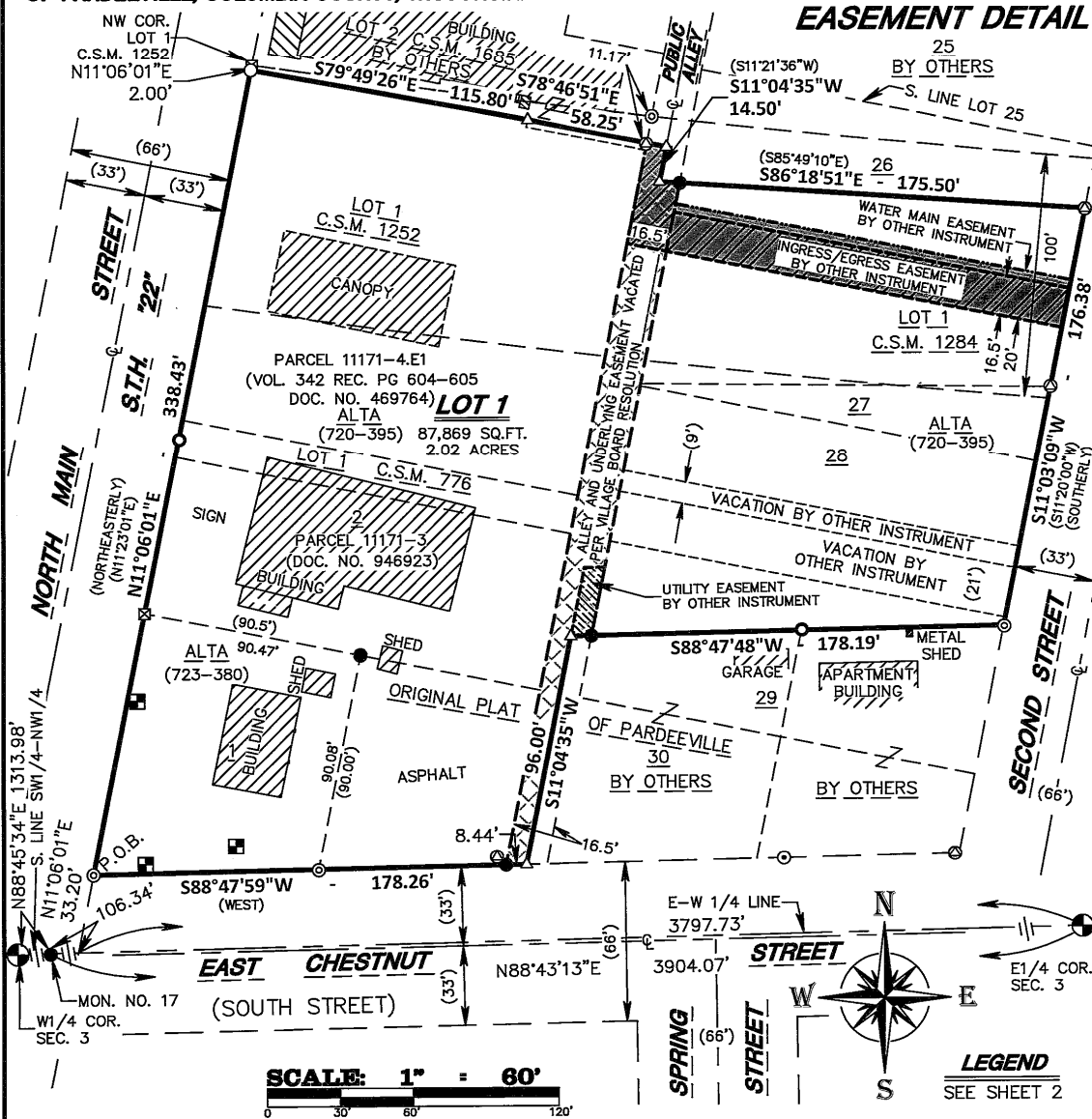
DWG. 1123-603CSM SHEET 2 OF 4

### COLUMBIA COUNTY CERTIFIED SURVEY MAP NO.

#### GENERAL LOCATION

Volume \_\_\_\_\_, Page \_\_\_\_\_

BEING LOT 1, C.S.M. NO. 776 AS RECORDED IN VOL. 3 OF C.S.M.S, PAGE 251 AS DOCUMENT NO. 431289 AND PART OF LOT 1, C.S.M. NO. 1252 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 14 AS DOCUMENT NO. 469446, ALL OF LOT 1, C.S.M. NO. 1284 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 46 AS DOCUMENT NO. 471235, ALL OF LOTS 1, 2, 27, 28, PART OF LOT 29 AND PART OF A VACATED PUBLIC ALLEY IN THE ORIGINAL PLAT OF PARDEEVILLE, LOCATED IN SE1/4 OF THE NW1/4, SECTION 3, T. 12 N, R. 10 E, VILLAGE OF PARDEEVILLE, COLUMBIA COUNTY, WISCONSIN.



**OWNER:** ZRH LLC  
1626 OAK STREET  
LACROSSE, WI 54602-2107

**CLIENT:** KWIK TRIP, INC  
1626 OAK STREET  
LACROSSE, WI 54602

As prepared by:

**GA GROTHMAN & ASSOCIATES S.C.**  
PROFESSIONAL SERVICES  
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901  
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877  
E-MAIL: [surveying@grothman.com](mailto:surveying@grothman.com)  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:



**G & A FILE NO. 1123-603**

DRAFTED BY: T. KASPER  
CHECKED BY: IG  
PROJ. 720-395  
DWG. 1123-603CSM SHEET 3 OF 4

**COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**GENERAL LOCATION** Volume \_\_\_\_\_, Page \_\_\_\_\_

**BEING LOT 1, C.S.M. NO. 776 AS RECORDED IN VOL. 3 OF C.S.M.S, PAGE 251 AS DOCUMENT NO. 431289 AND PART OF LOT 1, C.S.M. NO. 1252 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 14 AS DOCUMENT NO. 469446, ALL OF LOT 1, C.S.M. NO. 1284 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 46 AS DOCUMENT NO. 471235, ALL OF LOTS 1, 2, 27, 28, PART OF LOT 29 AND PART OF A VACATED PUBLIC ALLEY IN THE ORIGINAL PLAT OF PARDEEVILLE, LOCATED IN SE1/4 OF THE NW1/4, SECTION 3, T. 12 N, R. 10 E, VILLAGE OF PARDEEVILLE, COLUMBIA COUNTY, WISCONSIN.**

**SURVEYOR'S CERTIFICATE**

I, **SCOTT P. HEWITT** Professional Land Surveyor, do hereby certify that by the order of **Kwik Trip, Inc.**, I have surveyed, monumented, mapped and combined part of Lot 1, Certified Survey Map, No. 776 as recorded in Volume 3 of Certified Survey Maps, page 251 as Document No. 431289 and part of Lot 1, Certified Survey Map, No. 1252 as recorded in Volume 6 of Certified Survey Maps, page 14 as Document No. 469446, all of Lot 1, Certified Survey Map, No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46 as Document No. 471235, all of Lots 1 and 2, part of Lot 27, part of Lot 29 and part of a vacated public alley in the Original Plat of Pardeeville located in the Southeast Quarter of the Northwest Quarter, Section 3, Town 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin, described as follows:

Commencing at the West Quarter corner of Section 3;  
thence North 88°45'34" East along the South line of the Southwest Quarter of the Northwest Quarter, 1,313.98 feet to the Southeast corner thereof;  
thence North 88°43'13" East, along the East - West Quarter line, 106.34 feet;  
thence North 11°06'01" East, 33.20 feet to the Southwest corner of Lot 1, Original Plat of Pardeeville, said point being in the North right-of-way line of East Chestnut Street, the East right-of-way line of North Main Street and the point of beginning;  
thence continuing North 11°06'01" East along the East right-of-way line of North Main Street and the West line of Lots 1 and 2, Original Plat of Pardeeville, the West line of Lot 1, Certified Survey Map, No. 776 and the West line of Lot 1, Certified Survey Map, No. 1252, 338.43 feet;  
thence South 79°49'26" East, 115.80 feet;  
thence South 88°46'51" East, 58.25 feet to the centerline of a public alley;  
thence South 11°04'35" West along the centerline of a public alley, 14.50 feet;  
thence South 86°18'51" East along the North line of Lot 1, Certified Survey Map, No. 1284 and the Westerly extension thereof, 175.50 feet to the Northeast corner of Lot 1, Certified Survey Map, No. 1284 and being in the West right-of-way line of Second Street;  
thence South 11°03'09" West along the East line of Lot 1, Certified Survey Map, No. 1284, the East line of Lots 27, 28 and 29, Original Plat of Pardeeville and the West right-of-way line of Second Street, 176.38 feet;  
thence South 88°47'48" West, 178.19 feet to a point in the centerline of a public alley;  
thence South 11°04'35" West along the centerline of a public alley, 96.00 feet to a point in the North right-of-way line of East Chestnut Street;  
thence South 88°47'59" West along the North right-of-way line of East Chestnut Street and the South line of Lot 1, Original Plat of Pardeeville, 178.26 feet to the point of beginning.  
Containing 87,869 square feet, (2.02 acres), more or less. Being subject to servitudes and easements of use or record, if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of Pardeeville Subdivision Ordinances to the best of my knowledge and belief.

*Scott P. Hewitt*

**SCOTT P. HEWITT**  
Professional Land Surveyor, No. 2229  
Dated: February 7, 2024  
File No: 1123-603

**LEGEND**

- 3/4" X 18" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
- 3/4" IRON ROD FND.
- △ MAG NAIL SET
- ⊠ CHISELED "X" FND.
- ⊙ 3/4" IRON PIPE FND.
- ⊙ 1" IRON PIPE FND.
- ⊙ 1 1/4" IRON PIPE FND.
- ⊙ 2" IRON PIPE FND.
- ⊙ 3 1/2" ALUM. MON. FND.
- MONITORING WELL

**BASIS OF BEARINGS:**

IS THE E-W 1/4 LINE OF SECTION 3 WHICH BEARS N88°43'13"E AS REFERENCED TO GRID NORTH COLUMBIA CO. COORDINATE SYSTEM NAD83(91).

**OWNER:** ZRH LLC  
1626 OAK STREET  
LACROSSE, WI 54602-2107

**CLIENT:** KWIK TRIP, INC  
1626 OAK STREET  
LA CROSSE, WI 54602

As prepared by:

**GA GROTHMAN & ASSOCIATES S.C.**  
PROFESSIONAL SERVICES  
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901  
PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 644-8877  
E-MAIL: [surveying@grothman.com](mailto:surveying@grothman.com)  
(RED LOGO REPRESENTS THE ORIGINAL MAP)

**G & A FILE NO. 1123-603**

DRAFTED BY: T. KASPER

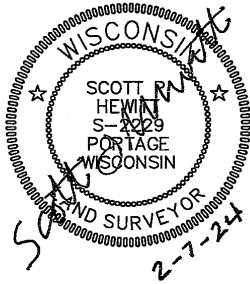
CHECKED BY: TG

PROJ. 720-395

DWG. 1123-603CSM SHEET 4 OF 4



SEAL:



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

**GENERAL LOCATION**

Volume \_\_\_\_\_, Page \_\_\_\_\_

**BEING LOT 1, C.S.M. NO. 776 AS RECORDED IN VOL. 3 OF C.S.M.S, PAGE 251 AS DOCUMENT NO. 431289 AND PART OF LOT 1, C.S.M. NO. 1252 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 14 AS DOCUMENT NO. 469446, ALL OF LOT 1, C.S.M. NO. 1284 AS RECORDED IN VOL. 6 OF C.S.M.S, PAGE 46 AS DOCUMENT NO. 471235, ALL OF LOTS 1, 2, 27, 28, PART OF LOT 29 AND PART OF A VACATED PUBLIC ALLEY IN THE ORIGINAL PLAT OF PARDEEVILLE, LOCATED IN SE1/4 OF THE NW1/4, SECTION 3, T. 12 N, R. 10 E, VILLAGE OF PARDEEVILLE, COLUMBIA COUNTY, WISCONSIN.**

**VILLAGE BOARD APPROVAL**

**RESOLVED** that the certified survey map, located in the Village of Pardeeville, ZRH LLC, Owner(s), is hereby approved by the Village Board.

\_\_\_\_\_  
Village President

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

I HEREBY CERTIFY that the foregoing is a copy of a motion adopted by the Village of Pardeeville.

\_\_\_\_\_  
Village Clerk

**OWNER:** ZRH LLC  
1626 OAK STREET  
LACROSSE, WI 54602-2107

**CLIENT:** KWIK TRIP, INC  
1626 OAK STREET  
LA CROSSE, WI 54602

Document Number

**DEVELOPMENT AGREEMENT**

Name and Return Address:

Lara Czajkowski Higgins  
P.O. Box 2107  
La Crosse, WI 54602-2107

11171-4.C1; 11171-3;  
11171-4.E1; 11171-39; 11171-40  
Parcel Identification Number (PIN)

## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Village of Pardeeville, a Wisconsin municipal corporation (the “Village”), and ZRH, LLC, a Delaware limited liability company (“Developer”).

WHEREAS, Developer proposes to acquire fee simple title to certain real property located at 104 North Main Street, Pardeeville, Columbia County, Wisconsin (the “Adjacent Property”), which is adjacent to certain real property owned by Developer located at 108 North Main Street, Pardeeville, Columbia County, Wisconsin (collectively the “Developer Property”), legally described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, in connection with the planned development of the Developer Property for commercial use, the Village and Developer concur that it would be in the best interest of the Village and the public if certain improvements were made on or near the Developer Property; and

WHEREAS, Developer is willing to cause certain improvements (the “Developer Improvements”) to be constructed on the Developer Property pursuant to the terms of this Agreement; and

WHEREAS, the Village is willing to vacate the existing public alley depicted on Exhibit B attached hereto and incorporated herein (the “Existing Alley”); and

NOW THEREFORE, the Village and Developer, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

1. Developer Improvements. Developer hereby agrees, at its own expense, to design, bid and construct, or engage a qualified contractor to construct, an alley over a portion of the Developer Property legally described on Exhibit C attached hereto and incorporated herein (the “Alley Property”) pursuant to the site plan on Exhibit D attached hereto and incorporated herein.

The Developer Improvements shall be completed by Developer no later than December 31, 2025 (the “Completion Date”), with the option to extend the Completion Date for delays outside the reasonable control of Developer.

2. Grant of Easement. Developer shall grant an easement (“Public Ingress/Egress Easement Agreement”) to the Village for public pedestrian and vehicular ingress and egress over the Alley Property through separate document in form and substance substantially similar to Exhibit E attached hereto and incorporated herein.

3. Existing Alley Vacation. The Village shall recommend approval of the vacation of the Existing Alley and, upon approval, shall record a resolution vacating the Existing Alley.

3. Village Approvals. The Village shall promptly review all requests for building permits, certificates of occupancy and all other approvals lawfully required for Developer or its successors in interest to construct and operate improvements upon the Developer Property and to obtain access to all abutting and appurtenant rights-of-way, in accordance with ordinances,

building codes, rules and regulations promulgated by the Village (the "Village Approvals"). The Village agrees that it shall not unreasonably deny or delay the issuance of any Village Approvals required for the lawful use and occupancy of the Developer Property.

5. No Agency or Partnership. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the Village and Developer nor between the Village and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

6. Indemnification. Developer agrees to indemnify, defend (at the Village's option) and hold harmless the Village, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the Village.

7. Contingency. This Agreement is contingent on Developer purchasing the Adjacent Property. In the event Developer does not become fee owner of the Adjacent Property, this Agreement shall be null and void.

8. Additional Provisions.

- A. Governing Law. This Agreement shall be construed under the laws of the State of Wisconsin.
- B. Entire Agreement. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED AND THE PARTIES HERETO MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.
- C. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.
- D. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- E. Further Assurances. From time to time after the date hereof, without further consideration, the parties will (i) execute and deliver, or cause to be

executed and delivered, such instruments to each other as may reasonably be requested in order to effectuate the intent of this Agreement and (ii) use reasonable good faith efforts to obtain any third-party consents reasonably necessary to effectuate the intent of this Agreement.

- F. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.
- G. Authorization. Developer represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary corporate action of Developer and are valid, binding and enforceable obligations of Developer in accordance with their respective terms. The Village represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary organizational action of the Village and are valid, binding and enforceable obligations of the Village in accordance with their respective terms.
- H. Time. Time is of the essence of this Agreement.
- I. Notices. Notices given under this Agreement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed given and effective when delivered in person to the other party or three (3) business days after being deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail or sent by nationally recognized overnight carrier (e.g., Federal Express) to the other party's address for notices set forth below:

ZRH, LLC  
Attn: Legal Department  
P.O. Box 2107  
La Crosse, WI 54602-2107

Village of Pardeeville  
Attn: \_\_\_\_\_  
114 Lake Street  
Pardeeville, WI 53954

[Signature Pages Follow]







## EXHIBIT A

### DEVELOPER PROPERTY

Lot 1 of Columbia County Certified Survey Map No. \_\_\_\_\_, as Recorded in Volume \_\_\_\_ of Certified Survey Maps, page \_\_\_\_, as Document No. \_\_\_\_\_, being Part of Lot 1 of Certified Survey Map No. 776, as Recorded in Volume 3 of Certified Survey Maps, page 251, as Document No. 431289 and Part of Lot 1 of Certified Survey Map No. 1252 as recorded in Volume 6 of Certified Survey Maps, page 14, as Document No. 469446, all of Lot 1 of Certified Survey Map No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46, as Document No. 471235, all of Lots 1 and 2, part of Lot 27, all of Lot 28, part of Lot 29 and part of a vacated public alley in the Original Plat of the Village of Pardeeville located in Government Lot 14, Section 3, Township 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin.

(Tax Parcel No. to be determined)

**EXHIBIT B**

EXISTING ALLEY

[See Attached]



**EXHIBIT C**

ALLEY PROPERTY

[See Attached]



**EXHIBIT D**

SITE PLAN

[See Attached]





**EXHIBIT E**

PUBLIC INGRESS/EGRESS EASEMENT AGREEMENT

[See Attached]

EXHIBIT E

Document Number

**PUBLIC INGRESS/EGRESS  
EASEMENT AGREEMENT**

Name and Return Address:

Lara Czajkowski Higgins  
P.O. Box 2107  
La Crosse, WI 54602-2107

11171-4.C1; 11171-4.E1  
Parcel Identification Number (PIN)

## **PUBLIC INGRESS/EGRESS EASEMENT AGREEMENT**

**THIS PUBLIC INGRESS/EGRESS EASEMENT AGREEMENT** (“Agreement”), dated \_\_\_\_\_, 2024, is entered into by and between ZRH, LLC, a Delaware limited liability company (“Grantor”) and the Village of Pardeeville, a Wisconsin municipal corporation (“Grantee”) for the purpose of ingress and egress. The following statements are a material part of this Agreement:

- A. Grantor owns the real estate described on the attached Exhibit A (“Grantor’s Property”);
- B. Grantor is willing to grant Grantee easement rights of ingress and egress over a portion of Grantor’s Property legally described and shown on the attached Exhibit B (“Easement Property”), pursuant to the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

### **INGRESS AND EGRESS EASEMENT**

Grantor grants and conveys to Grantee, for the benefit of Grantee and the general public, a permanent, non-exclusive easement for vehicular and pedestrian ingress and egress over, upon and across the Easement Property (“Easement”). Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor’s use and enjoyment of Grantor’s Property, including the Easement Property.

### **CONSTRUCTION/MAINTENANCE OF THE EASEMENT PROPERTY**

Grantor shall be responsible for the construction, maintenance, snow removal, repair and/or replacement of the Easement Property at its sole cost and expense. In the event maintenance and/or repair is necessary due to the negligence of Grantee or its agents, employees, or invitees, Grantee shall be responsible for said maintenance and/or repair at their sole cost and expense.

### **INDEMNITY**

Each party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other party, its officers, directors, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by the Indemnifying Party or its agents, employees, invitees, contractors, and subcontractors.

### **WARRANTIES OF TITLE**

Grantor warrants that it has good and indefeasible fee simple title to Grantor’s Property, that Grantor has the full right and lawful authority to grant the Easement, and that Grantee, the public, and any successors shall and may peaceably have, hold, and enjoy the Easement.

### **RUNNING OF BENEFITS**

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

## **AMENDMENTS OR TERMINATION**

This Agreement may be amended or terminated by a document executed by all owners of each parcel affected hereby, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Register of Deeds of Columbia County, Wisconsin.

## **NOTICES**

Notices given under this Easement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed given and effective when delivered in person to the other party or three (3) business days after being deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail or sent by nationally recognized overnight carrier (e.g., Federal Express) to the other party's address for notices set forth below:

ZRH, LLC  
Attn: Legal Department  
P.O. Box 2107  
La Crosse, WI 54602-2107

Village of Pardeeville  
Attn: \_\_\_\_\_  
114 Lake Street  
Pardeeville, WI 53954

[Signature Pages Follow]

**GRANTOR:**

**ZRH, LLC**

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

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

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

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF LA CROSSE     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that \_\_\_\_\_, the \_\_\_\_\_ of Kwik Trip, Inc., Manager of ZRH, LLC, a Delaware limited liability company, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said company.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
State of Wisconsin, County of La Crosse  
My commission: \_\_\_\_\_



**EXHIBIT A**  
**(to the Public Ingress/Egress Easement Agreement)**

GRANTOR'S PROPERTY

Lot 1 of Columbia County Certified Survey Map No. \_\_\_\_\_, as Recorded in Volume \_\_\_\_ of Certified Survey Maps, page \_\_\_\_, as Document No. \_\_\_\_\_, being Part of Lot 1 of Certified Survey Map No. 776, as Recorded in Volume 3 of Certified Survey Maps, page 251, as Document No. 431289 and Part of Lot 1 of Certified Survey Map No. 1252 as recorded in Volume 6 of Certified Survey Maps, page 14, as Document No. 469446, all of Lot 1 of Certified Survey Map No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46, as Document No. 471235, all of Lots 1 and 2, part of Lot 27, all of Lot 28, part of Lot 29 and part of a vacated public alley in the Original Plat of the Village of Pardeeville located in Government Lot 14, Section 3, Township 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin.

(Tax Parcel No. to be determined)

**EXHIBIT B**  
**(to the Public Ingress/Egress Easement Agreement)**

EASEMENT PROPERTY

[See Attached]





Document Number

**PUBLIC INGRESS/EGRESS  
EASEMENT AGREEMENT**

Name and Return Address:

Lara Czajkowski Higgins  
P.O. Box 2107  
La Crosse, WI 54602-2107

11171-4.C1; 11171-4.E1  
Parcel Identification Number (PIN)

## **PUBLIC INGRESS/EGRESS EASEMENT AGREEMENT**

**THIS PUBLIC INGRESS/EGRESS EASEMENT AGREEMENT** ("Agreement"), dated \_\_\_\_\_, 2024, is entered into by and between ZRH, LLC, a Delaware limited liability company ("Grantor") and the Village of Pardeeville, a Wisconsin municipal corporation ("Grantee") for the purpose of ingress and egress. The following statements are a material part of this Agreement:

- A. Grantor owns the real estate described on the attached Exhibit A ("Grantor's Property");
- B. Grantor is willing to grant Grantee easement rights of ingress and egress over a portion of Grantor's Property legally described and shown on the attached Exhibit B ("Easement Property"), pursuant to the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

### **INGRESS AND EGRESS EASEMENT**

Grantor grants and conveys to Grantee, for the benefit of Grantee and the general public, a permanent, non-exclusive easement for vehicular and pedestrian ingress and egress over, upon and across the Easement Property ("Easement"). Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor's use and enjoyment of Grantor's Property, including the Easement Property.

### **CONSTRUCTION/MAINTENANCE OF THE EASEMENT PROPERTY**

Grantor shall be responsible for the construction, maintenance, snow removal, repair and/or replacement of the Easement Property at its sole cost and expense. In the event maintenance and/or repair is necessary due to the negligence of Grantee or its agents, employees, or invitees, Grantee shall be responsible for said maintenance and/or repair at their sole cost and expense.

### **INDEMNITY**

Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, directors, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by the Indemnifying Party or its agents, employees, invitees, contractors, and subcontractors. By entering into this Agreement, Grantee is not waiving any of the right afforded Grantee pursuant to Wis. Stats. § 893.80,

### **WARRANTIES OF TITLE**

Grantor warrants that it has good and indefeasible fee simple title to Grantor's Property, that Grantor has the full right and lawful authority to grant the Easement, and that Grantee, the public, and any successors shall and may peaceably have, hold, and enjoy the Easement.

### **RUNNING OF BENEFITS**

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

## **AMENDMENTS OR TERMINATION**

This Agreement may be amended or terminated by a document executed by all owners of each parcel affected hereby, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Register of Deeds of Columbia County, Wisconsin.

## **NOTICES**

Notices given under this Easement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed given and effective when delivered in person to the other party or three (3) business days after being deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail or sent by nationally recognized overnight carrier (e.g., Federal Express) to the other party's address for notices set forth below:

ZRH, LLC  
Attn: Legal Department  
P.O. Box 2107  
La Crosse, WI 54602-2107

Village of Pardeeville  
Attn: \_\_\_\_\_  
114 Lake Street  
Pardeeville, WI 53954

[Signature Pages Follow]

**GRANTOR:**

**ZRH, LLC**

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

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

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

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF LA CROSSE        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that \_\_\_\_\_, the \_\_\_\_\_ of Kwik Trip, Inc., Manager of ZRH, LLC, a Delaware limited liability company, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said company.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
State of Wisconsin, County of La Crosse  
My commission: \_\_\_\_\_



**EXHIBIT A**

**GRANTOR'S PROPERTY**

Lot 1 of Columbia County Certified Survey Map No. \_\_\_\_\_, as Recorded in Volume \_\_\_\_ of Certified Survey Maps, page \_\_\_\_, as Document No. \_\_\_\_\_, being Part of Lot 1 of Certified Survey Map No. 776, as Recorded in Volume 3 of Certified Survey Maps, page 251, as Document No. 431289 and Part of Lot 1 of Certified Survey Map No. 1252 as recorded in Volume 6 of Certified Survey Maps, page 14, as Document No. 469446, all of Lot 1 of Certified Survey Map No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46, as Document No. 471235, all of Lots 1 and 2, part of Lot 27, all of Lot 28, part of Lot 29 and part of a vacated public alley in the Original Plat of the Village of Pardeeville located in Government Lot 14, Section 3, Township 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin.

(Tax Parcel No. to be determined)

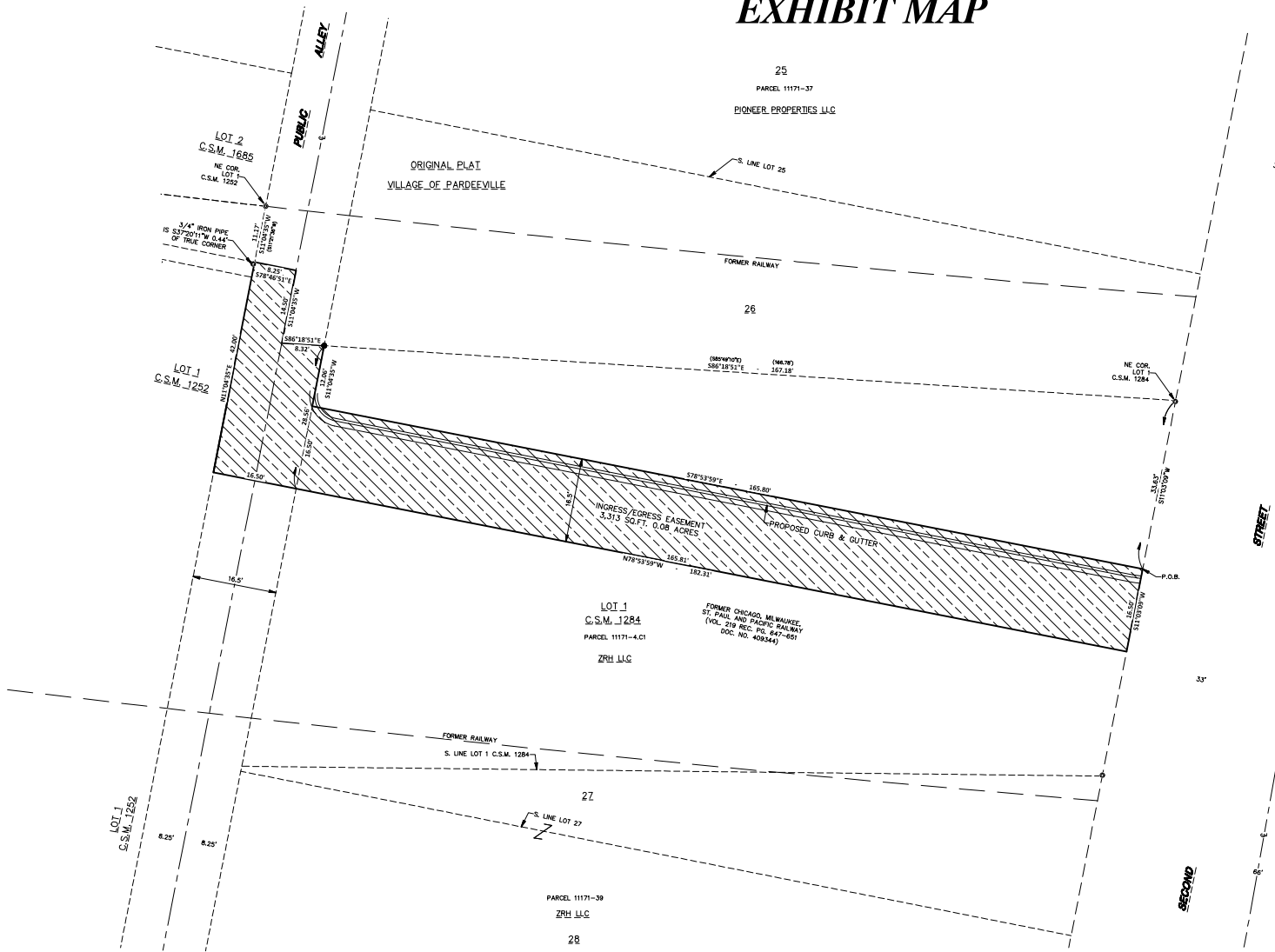
**EXHIBIT B**

EASEMENT PROPERTY

[See Attached]



# EXHIBIT MAP



**LEGAL DESCRIPTION**

ZRH LLC Property  
 Village of Pardeeville, Columbia County, WI

**Ingress/Egress Easement:**  
 Being part of Lot 1, Certified Survey Map No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46 as Document No. 47235 located in the Southeast Quarter of the Northwest Quarter, Section 3, Town 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin, described as follows:  
 Commencing at the Northeast corner of Lot 1, Certified Survey Map No. 1284 and being in the West right-of-way line of Second Street;  
 thence South 11°03'39" West along the East line of Lot 1, Certified Survey Map No. 1284 and the West right-of-way line of Second Street, 35.63 feet to the point of beginning;  
 thence continuing South 11°03'09" West along the East line of Lot 1, Certified Survey Map No. 1284 and the West right-of-way line of Second Street, 16.50 feet;  
 thence North 78°53'39" West, 182.31 feet to a point in the West right-of-way line of a public alley;  
 thence North 11°34'35" East along the West right-of-way line of a public alley, 42.00 feet;  
 thence South 79°46'51" East, 6.25 feet to a point in the centerline of a public alley;  
 thence South 11°04'35" West along the centerline of a public alley, 14.50 feet;  
 thence South 80°16'51" East along the Westside extension of the North line of Lot 1, Certified Survey Map No. 1284, 8.32 feet to the Northwest corner of Lot 1, Certified Survey Map No. 1284 and being in the East right-of-way line of a public alley;  
 thence South 11°03'55" West along the West line of Lot 1, Certified Survey Map No. 1284 and the East right-of-way line of a public alley, 12.06 feet;  
 thence South 78°52'59" East, 165.89 feet to the point of beginning.  
 Containing 3.313 square feet (0.08 acres), more or less.



**CLIENT**  
 KWIK TRIP, INC  
 1626 OAK STREET  
 LA CROSSE, WI 54602

**OWNER**  
 ZRH LLC  
 1626 OAK STREET  
 LACROSSE, WI 54602-2107

**SURVEYOR**  
 SCOTT P. HEWITT  
 P.O. BOX 373  
 625 E. SUFFER STREET  
 PORTAGE, WI 53901  
 PHONE PORTAGE: (608) 742-7788  
 PHONE SAUK PRAIRIE: (608) 644-8877  
 FAX: (608) 742-0434  
 e-mail: surveying@grothman.com

- LEGEND**
- 3/4" IRON ROD FND.
  - 3/4" IRON PIPE FND.
  - 1" IRON PIPE FND.

DATE	REVISION	BY
Kwik Trip, Inc.		
106 & 108 MAIN STREET & 106 EAST CHESTNUT STREET PARDEVILLE WI.		

**CAGROTHMAN & ASSOCIATES S.C.**  
 PROFESSIONAL SURVEYORS  
 625 EAST SUFFER STREET, P.O. BOX 373 PORTAGE, WI 53901  
 PHONE: PORTAGE (608) 742-7788 FAX: PORTAGE (608) 644-8877  
 E-MAIL: surveying@grothman.com  
© 2024 CAGROTHMAN & ASSOCIATES S.C.

SCALE: 1" = 10'  
 DATE: 3/21/2024  
 DWN. BY: T. KASPER  
 CHKD. BY: S. HEWITT

FILE NO: 720-395  
 PROJECT NO: 720-395  
 DRAWING NO: 1123-603  
 SHEET 1 OF 1

Document Number

**PUBLIC WATERMAIN  
EASEMENT AGREEMENT**

Name and Return Address:

Lara Czajkowski Higgins  
P.O. Box 2107  
La Crosse, WI 54602-2107

11171-4.C1; 11171-4.E1  
Parcel Identification Number (PIN)

## **PUBLIC WATERMAIN EASEMENT**

**THIS PUBLIC WATERMAIN EASEMENT AGREEMENT (“Agreement”)**, dated \_\_\_\_\_, 2024, by and between ZRH, LLC, a Delaware limited liability company (“Grantor”) and the Village of Pardeeville, a Wisconsin municipal corporation, (“Grantee”) is granted for the purpose of a watermain easement. The following statements are a material part of this Agreement:

- A. Grantor owns the real estate described on the attached Exhibit A (“Grantor’s Property”); and
- B. Grantor is willing to grant to Grantee a public watermain easement under that certain portion of Grantor’s Property legally described and depicted on the attached Exhibit B (“Easement Property”), pursuant to the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

### **WATERMAIN EASEMENT**

Grantor hereby grants and conveys to Grantee a non-exclusive public watermain easement to allow Grantee to maintain and repair watermain facilities (“Easement”), that run beneath the Easement Property, together with the right to enter upon the Easement Property as may be necessary for such purposes. Such use by Grantee of the Easement Property shall not unreasonably interfere with Grantor’s use and enjoyment of Grantor’s Property, including the Easement Property.

### **CONSTRUCTION/MAINTENANCE**

Grantor shall be responsible for the initial construction of the watermain facilities within the Easement Property at Grantor’s sole cost and expense. Grantee shall be responsible for all future and ongoing maintenance, repair and/or reconstruction of the watermain facilities within the Easement Property at Grantee’s sole cost and expense.

### **RESTRICTIONS**

No building shall be permitted on or within the Easement Property, and no other use shall be made of the Easement Property that unreasonably interferes with the rights granted to Grantee herein.

Following any entry upon the Easement Property by Grantee or its agents for the purposes set forth in this Agreement, Grantee agrees to promptly restore the surface to the condition existing immediately prior to such entry by Grantee or its agents.

### **INDEMNITY**

Each party (“Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, its officers, agents and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Easement Property by the Indemnifying Party or its agents, contractors, subcontractors, invitees, or employees. By entering into this Agreement, Grantee is not waiving any of the right afforded Grantee pursuant to Wis. Stats. § 893.80,

## **WARRANTIES OF TITLE**

Grantor warrants that it has good and indefeasible fee simple title to Grantor's Property, that Grantor has the full right and lawful authority to grant this Easement, and that Grantee and its successors shall and may peaceably have, hold, and enjoy the Easement.

## **RUNNING OF BENEFITS**

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

## **AMENDMENTS OR TERMINATION**

This Easement may be amended or terminated by a document executed by both Grantor and Grantee, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Register of Deeds of Columbia County, Wisconsin.

## **NOTICES**

Notices given under this Agreement shall be in writing and shall be sent to each party at the address set forth below and shall be deemed given and effective when delivered in person to the other party or three (3) business days after being deposited in the U.S. Mail, postage prepaid, sent by registered or certified mail or sent by nationally recognized overnight carrier (e.g., Federal Express) to the other party's address for notices set forth below:

ZRH, LLC  
Attn: Legal Department  
P.O. Box 2107  
La Crosse, WI 54602-2107

Village of Pardeeville  
Attn: \_\_\_\_\_  
114 Lake Street  
Pardeeville, WI 53954

[Signature pages follow]

**ZRH, LLC**

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

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

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

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF LA CROSSE    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that \_\_\_\_\_, the \_\_\_\_\_ of Kwik Trip, Inc., Manager of ZRH, LLC, a Delaware limited liability company, has signed the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

**VILLAGE OF PARDEEVILLE, WISCONSIN**

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

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

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

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

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

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

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF COLUMBIA     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ respectively, of the Village of Pardeeville, a Wisconsin municipal corporation, have signed the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the instrument, they executed the same voluntarily for and as the act of said municipal corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

This document was drafted by:  
Lara Czajkowski Higgins, Attorney at Law  
P. O. Box 2107  
La Crosse, WI 54602-2107

**EXHIBIT A**

**GRANTOR'S PROPERTY**

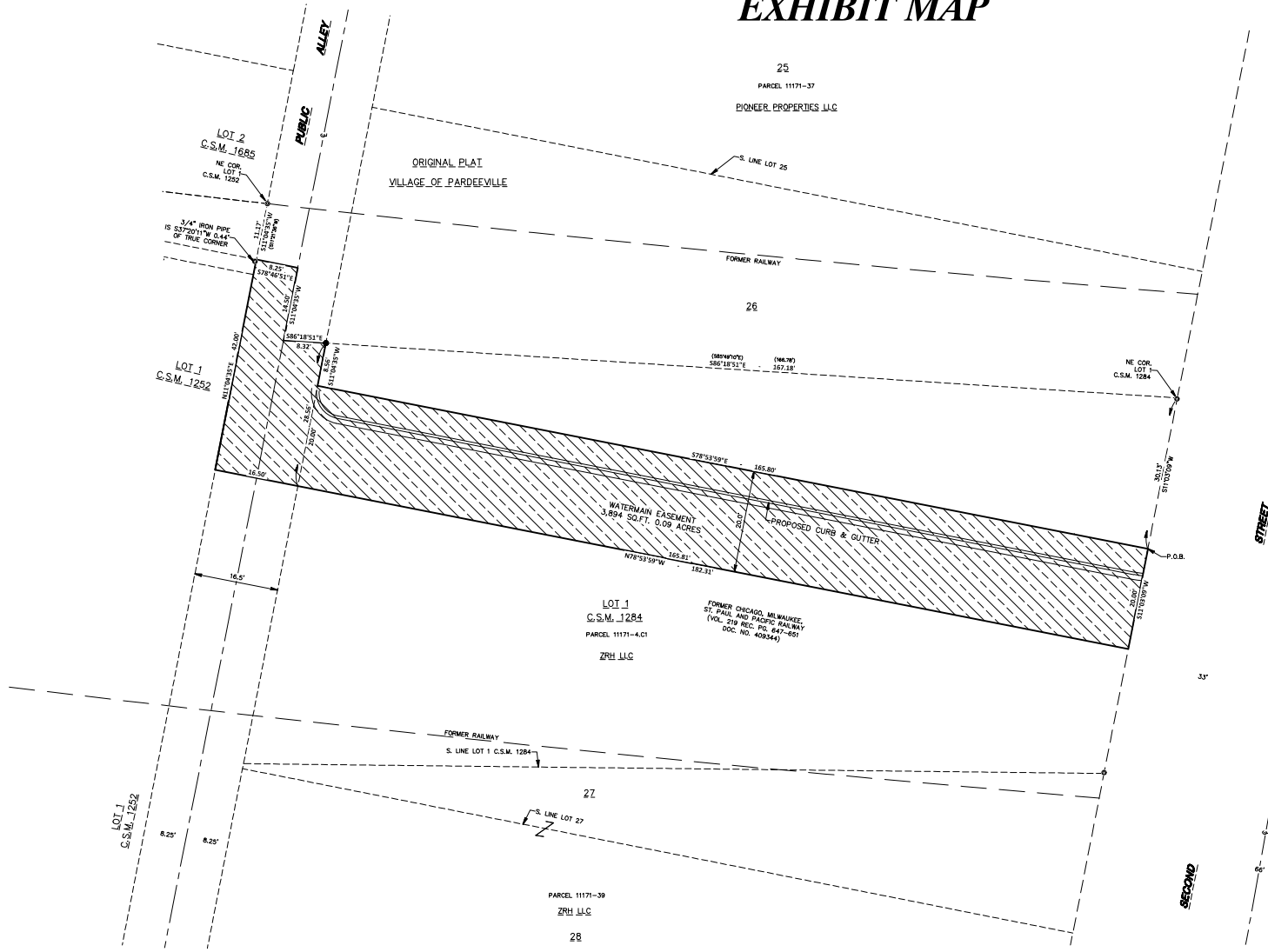
Lot 1 of Columbia County Certified Survey Map No. \_\_\_\_\_, as Recorded in Volume \_\_\_\_ of Certified Survey Maps, page \_\_\_\_, as Document No. \_\_\_\_\_, being Part of Lot 1 of Certified Survey Map No. 776, as Recorded in Volume 3 of Certified Survey Maps, page 251, as Document No. 431289 and Part of Lot 1 of Certified Survey Map No. 1252 as recorded in Volume 6 of Certified Survey Maps, page 14, as Document No. 469446, all of Lot 1 of Certified Survey Map No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46, as Document No. 471235, all of Lots 1 and 2, part of Lot 27, all of Lot 28, part of Lot 29 and part of a vacated public alley in the Original Plat of the Village of Pardeeville located in Government Lot 14, Section 3, Township 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin.

**EXHIBIT B**  
**EASEMENT PROPERTY**

[See Attached]



# EXHIBIT MAP



### LEGAL DESCRIPTION

ZRH LLC Property  
 Village of Pardeeville, Columbia County, WI

**Watermain Easement:**

Being part of Lot 1, Certified Survey Map No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46 as Document No. 17235 located in the Southeast Quarter of the Northwest Quarter, Section 3, Town 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1, Certified Survey Map No. 1284 and being in the West right-of-way line of Second Street;

thence South 11°03'39" West along the East line of Lot 1, Certified Survey Map No. 1284 and the West right-of-way line of Second Street, 36.13 feet to the point of beginning;

thence continuing South 11°03'09" West along the East line of Lot 1, Certified Survey Map No. 1284 and the West right-of-way line of Second Street, 20.00 feet;

thence North 78°53'39" West, 182.31 feet to a point in the West right-of-way line of a public alley;

thence North 11°04'35" East along the West right-of-way line of a public alley, 42.00 feet;

thence South 79°46'51" East, 6.25 feet to a point in the centerline of a public alley;

thence South 11°04'35" West along the centerline of a public alley, 14.50 feet;

thence South 88°18'51" East along the West side extension of the North line of Lot 1, Certified Survey Map No. 1284, 8.32 feet to the Northwest corner of Lot 1, Certified Survey Map No. 1284 and being in the East right-of-way line of a public alley;

thence South 11°04'55" West along the West line of Lot 1, Certified Survey Map No. 1284 and the East right-of-way line of a public alley, 8.56 feet;

thence South 79°53'59" East, 165.80 feet to the point of beginning.

Containing 3,894 square feet (0.09 acres), more or less.



**CLIENT**  
 KWIK TRIP, INC  
 1626 OAK STREET  
 LA CROSSE, WI 54602

**OWNER**  
 ZRH LLC  
 1626 OAK STREET  
 LACROSSE, WI 54602-2107

**SURVEYOR**  
 SCOTT P. HEWITT  
 P.O. BOX 373  
 625 E. SUFFER STREET  
 PORTAGE, WI 53901

PHONE PORTAGE: (608) 742-7788  
 PHONE SAUK PRAIRIE: (608) 644-8877  
 FAX: (608) 742-0434  
 e-mail: surveying@grothman.com

### LEGEND

- 3/4" IRON ROD FND.
- 3/4" IRON PIPE FND.
- 1" IRON PIPE FND.

DATE	REVISION	BY

Kwik Trip, Inc.

106 & 108 MAIN STREET &  
 106 EAST CHESTNUT STREET  
 PARDEEVILLE WI.

**CAGROTHMAN & ASSOCIATES S.C.**  
 PROFESSIONAL SURVEYORS  
 625 EAST SUFFER STREET, P.O. BOX 373 PORTAGE, WI 53901  
 PHONE: PORTAGE (608) 742-7788 FAX: PORTAGE (608) 644-8877  
 E-MAIL: surveying@grothman.com  
 (We take pride in our work.)

SCALE: 1" = 10'  
 DATE: 3/21/2024  
 DWN. BY: T. KASPER  
 CHKD. BY: S. HEWITT

FILE NO: 720-395  
 PROJECT NO: 720-395  
 DRAWING NO: 1123-603  
 SHEET 1 OF 1

## **Long-Term Stormwater Management Maintenance Agreement**

This Long-Term Stormwater Management Maintenance Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ by ZRH, LLC, a Delaware limited liability company ("Owner") and the Village of Pardeeville, a Wisconsin municipal corporation ("Village").

### **PROJECT SITE**

Kwik Trip Store #314 Pardeeville, WI (the "Project Site").

### **PROPERTY LEGAL DESCRIPTION**

Lot 1 of Columbia County Certified Survey Map No. \_\_\_\_\_, as Recorded in Volume \_\_\_\_ of Certified Survey Maps, page \_\_\_\_, as Document No. \_\_\_\_\_, being Part of Lot 1 of Certified Survey Map No. 776, as Recorded in Volume 3 of Certified Survey Maps, page 251, as Document No. 431289 and Part of Lot 1 of Certified Survey Map No. 1252 as recorded in Volume 6 of Certified Survey Maps, page 14, as Document No. 469446, all of Lot 1 of Certified Survey Map No. 1284 as recorded in Volume 6 of Certified Survey Maps, page 46, as Document No. 471235, all of Lots 1 and 2, part of Lot 27, all of Lot 28, part of Lot 29 and part of a vacated public alley in the Original Plat of the Village of Pardeeville located in Government Lot 14, Section 3, Township 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin (the "Property").

### **RESPONSIBLE PARTY**

The Owner is responsible for satisfying the provisions of this Agreement throughout the Project Site for the duration of the construction period and upon completion of all construction phases. Unless otherwise expressly provided herein, all terms of this Agreement shall remain operative and in full force and effect on the parties and subsequent assignees or purchasers of the Property or any portion thereof. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration, or amendment is reduced to writing and executed by Owner and the Village.

### **PERMANENT COMPONENTS OF THE STORMWATER SYSTEM**

The stormwater system consists of the following components:

- Wet Detention Basin with Oil Skimmer on Outlet Structure
- Storm Sewer and Outlets

### **INSPECTION AND MAINTENANCE**

All components of the stormwater system shall be inspected by Owner at least semiannually in early Spring and early Autumn and after major storm events. Pond vegetation will be maintained bi-weekly with the rest of the site. Repairs will be made by Owner whenever the performance of a stormwater system is compromised. Soil erosion, clogged or damaged inlets, sedimentation, rilling of side slopes, and other compromised features of the stormwater system are examples of items requiring repair work.

The operation and maintenance plan shall remain onsite and be available for inspection when requested by the Wisconsin Department of Natural Resources (the "Department") or the Village. When requested, the Owner shall make all maintenance records available for inspection to the Department or its agents for the life of the stormwater system.

The Post Construction Long Term Inspection Form, a copy of which is attached hereto as Exhibit A and incorporated herein by name, sets forth Owner's maintenance requirements.

### **PROHIBITIONS**

Wet Detention Basins

- Visually inspect the basin outlet structure(s) and perimeter semi-annually. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure.

- Check the outlet structure(s) for deterioration or damage, obstructions, sediment, and general operation (including emergency drawdown & overflow devices if present).
- Check the condition at the receiving area/channels at the outlet and downstream from the release structures for stability and signs of erosion damage or sparse vegetation.
- A topographic survey of the pond bottom and sediment depth shall be conducted every 5 years at the request of the Village. The survey shall be of sufficient detail so as to evaluate volume of accumulated sediment. Survey data shall be sealed by a registered land surveyor or engineer.
- Accumulated sediment in the permanent pool area, as identified by the topographic survey, shall be dredged and disposed offsite as required by Wisconsin Department of Natural Resources Technical Standard 1001 – Wet Detention Pond.
- Access to the basin must be maintained to perform inspection and maintenance activities.
- No planting of structures of any kind are permitted within the retention pond area without prior written approval of the Village Engineer.

#### **DUTY TO PROVIDE MAINTENANCE**

The Village is authorized to access the property to conduct inspections of the stormwater system as necessary to ascertain that the system is being maintained and operated in accordance with this Agreement. The Village shall maintain public records of the results of the site inspections, shall inform the Owner for maintenance of the inspection results, and shall specifically indicate any corrective actions required to bring the stormwater system into proper working condition. If the Village notifies the Owner of maintenance problems that require correction, the specified corrective actions shall be taken within a reasonable time frame as set by the Village's Building Inspector. The Village is authorized to perform the corrective actions identified in the inspection report if the Owner does not make the required corrections in the specified time period. The Village Clerk-Treasurer may invoice Owner for the cost of such repairs or may enter the amount due on the tax rolls and collect the money as a special charge against the Property pursuant to § 66.0627, Wis. Stats.

[Signature Page Follows]

**SIGNATURES**

The undersigned agree to the provisions set forth in this Agreement.

**ZRH, LLC**

By: \_\_\_\_\_  
David P. Wagner, CFO & Treasurer of Kwik Trip, Inc.,  
its Manager

Dated: \_\_\_\_\_

STATE OF WISCONSIN )  
 )ss.  
LA CROSSE COUNTY )

Personally came before me the \_\_\_\_ day of \_\_\_\_\_, 2024 the above named David P. Wagner, to me known to be the CFO & Treasurer of Kwik Trip, Inc, Manager of ZRH, LLC, a Delaware limited liability company, and to me known to be the person who executed the foregoing document and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
La Crosse County.  
My Commission expires: \_\_\_\_\_

**VILLAGE OF PARDEEVILLE, WISCONSIN**

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

Dated: \_\_\_\_\_

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

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

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

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

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

STATE OF WISCONSIN )  
 )ss.  
COLUMBIA COUNTY )

Personally came before me the \_\_\_\_ day of \_\_\_\_\_, 2024 the above named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ respectively, of the Village of Pardeeville, a Wisconsin municipal corporations, and to me known to be the persons who executed the foregoing document and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Columbia County  
My Commission expires: \_\_\_\_\_

Exhibit A

Post Construction Long Term Inspection Form

Post Construction Long Term Maintenance Plan for  
**Kwik Trip #314: Pardeeville, WI**

**System Description:**

The site consists of a series of storm water conveyances through sheet draining and piping. Runoff will all drain to a wet pond in the southeast corner of the property. Oil skimmers are located in the two inlet catch basins for the pond. Outlet structure for the pond connects into the village's catch basin on Chestnut Street.

**System Maintenance****Catch Basin / Manhole and Oil Skimmer**

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

**Outflow Control Structures**

- The facility structure should be checked annually for signs of damage and cracks to top slab, walls and bottom.
- The structure cover or grate should be fully in place.
- Metal grates shall be free of debris and vegetation.
- Grates should be checked for missing or broken members of the grate.
- Ladder should be inspected for missing rungs, wall attachments, misalignment, rust, cracks or sharp edges.
- Removed debris from interior trash rack (if present).

**OUR MISSION**

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

- The connection of the interior steel plates to the structure should be inspected for cracks.
- The structure bottom and pipes should be clear of vegetation and debris.
- Remove sediment when it is within 12 inches from the lowest pipe invert.

## **Apron and Riprap**

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

## **Storm Detention Areas/Wet Ponds**

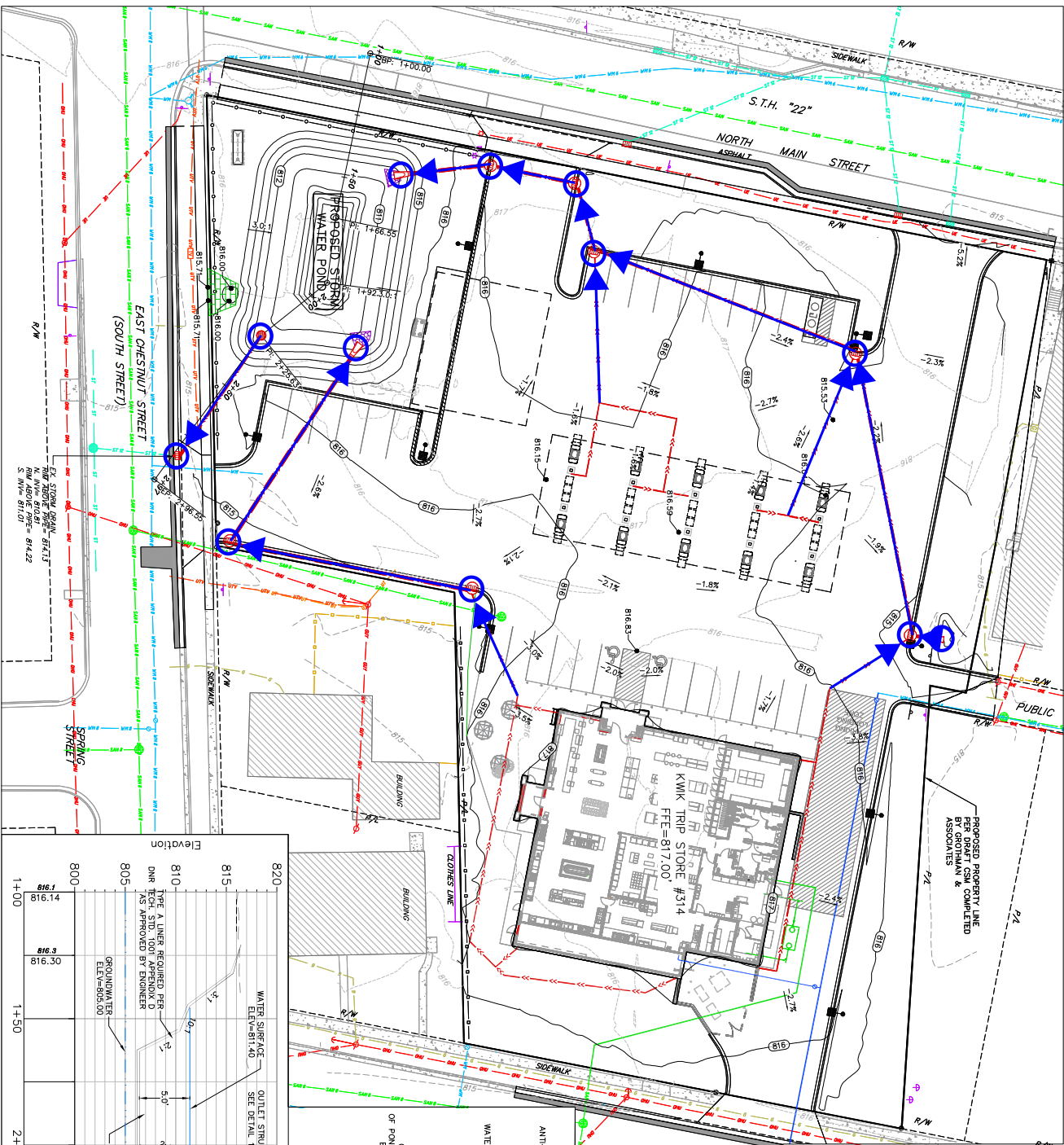
- The facility should be checked annually for signs of erosion or bare soil along the perimeter, inlet pipe or swale, side slopes and at the inlet/outlet devices.
- Remove any dead or invasive vegetation and trees.
- Keep all areas free of debris.
- Remove sediment by hand with a flat-bottomed shovel during dry periods. Remove only the amount of sediment necessary to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Reseed or unplug any damaged turf or vegetation.

**\*\*NOTE**

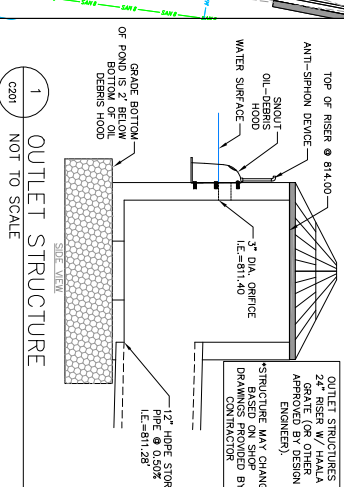
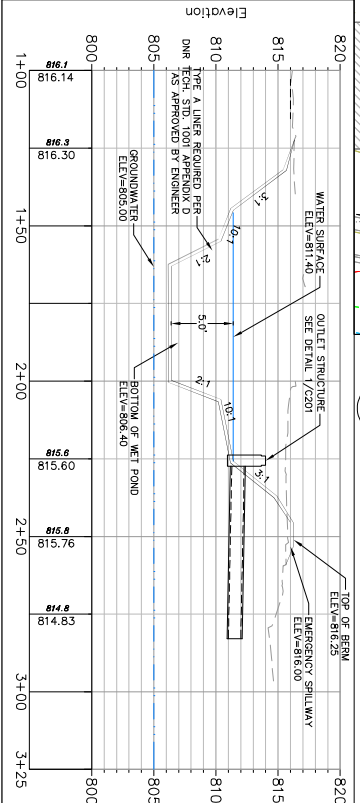
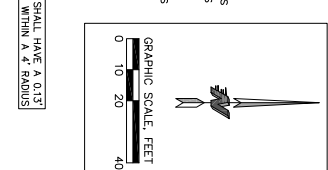
- Some sediment may contain contaminants that requires special disposal. If there is uncertainty about what the sediment contains or it is known to contain contaminants, the Department of Natural Resources should be consulted through Kwik Trip's Environmental Department. Generally, special attention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

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





- GRADING LEGEND**
- 820- EXISTING MAJOR CONTOURS
  - 819- EXISTING MINOR CONTOURS
  - 820- PROPOSED MAJOR CONTOURS
  - 819- PROPOSED MINOR CONTOURS
  - 1046.61 EXISTING SPOT ELEVATIONS
  - 1046.61 PROPOSED SPOT ELEVATIONS



**GRADING PLAN - SPOT DETAILS**

**CONVENIENCE STORE #314**

108 N MAIN STREET  
PARDEEVILLE, WI

DRAWN BY: ZHU  
SCALE: AS SHOWN  
PROJECT NO.: 2024-0122  
DATE: 2024-01-22  
SHEET: C201

**Kwik Trip, Inc.**  
P.O. BOX 2107  
LAFAYETTE, IN 47904  
PH. (699) 781-8898  
FAX (699) 781-8860

**veribicher**  
Innovative engineering solutions

**Kwik Trip**  
**STORES**



### Kwik Trip Stormwater BMP Inspection

Store #: 314

Number of BMPs: 15

Location (City, State): Pardeeville, WI

Weather: \_\_\_\_\_

Inspection date: \_\_\_\_\_

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

#### Inspection Results:

<u>Maintenance Required:</u>	YES	NO	N/A	<u>Maintenance Required:</u>	YES	NO	N/A
Infall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Woody Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outfall Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sparse/Weedy Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Infiltration Failure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Depth/Sediment Accumulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Algae	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basin Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invasive Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Shelf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Pool Leve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other			

\*\*Attach pictures on last page\*\*

#### Communication Notes

Phone  Fax  Written  E-Mail  Personal Discussion

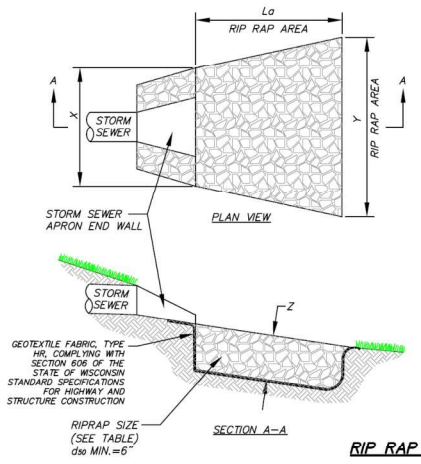
To whom: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Apron End Wall / Riprap

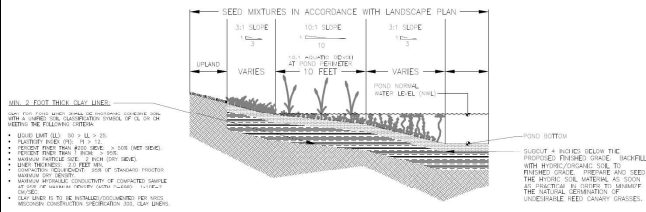
Quantity: 03



- Pipe Invert
- Apron end wall
- Riprap

## Detention Basin / Wet Pond

Quantity: 01



- Vegetation (weeds or bare spots)
- Sediment depth / odor
- Erosion
- Emergency spill way
- Side Slopes

Photos Before Maintenance

Photos After Maintenance

<b>Structure:</b>	
<b>Structure:</b>	
<b>Structure:</b>	

<b>Structure:</b>	
<b>Structure:</b>	
<b>Structure:</b>	

REZONE APPLICATION

APPLICATION FEE \$150.00

(If this application is denied the Village retains \$100 and refunds \$50)

APPLICANT NAME(s): Trent Kastenschmidt

APPLICANT ADDRESS: 1626 Oak Street, La Crosse, WI 54603

TELEPHONE No. (608) 793-6456 DATE: 4/2/2024

SITE OWNER, IF DIFFERENT FROM APPLICANT(s): Kwik Trip, Inc.

ADDRESS OF SITE OWNER(s): 1626 Oak Street, La Crosse, WI 54603

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

CONTRACTOR, IF APPLICABLE: \_\_\_\_\_

CONTRACTOR, ADDRESS: \_\_\_\_\_

TELEPHONE No. \_\_\_\_\_ INSURANCE COMPANY: \_\_\_\_\_

ADDITIONAL REQUIREMENTS:

*Set of plans are required under the following conditions:*

- 1.) New building.
- 2.) Remodeling or enlarging of existing rooms, changing of entry or exits, etc.
- 3.) Use will become public versus private, i.e. Bed & Breakfasts, meeting halls, etc.
- 4.) Use to become commercial versus private.

Plat of Survey prepared by a registered land surveyor showing all the information as required by Section 58-11 for a Zoning Permit may be required by the Planning Commission and in addition the following:

- 1.) Mean and Historic high water lines on or within 40 feet of the subject premises.
- 2.) Existing or proposed landscaping.

Please provide the names of your architect or professional engineer or both if applicable:

ARCHITECT: Vantage Architects, Inc. Telephone No. (608) 784-2729 x 25

ENGINEER: Vierbicher Telephone No. (608) 434-1053

DESCRIPTION OF SUBJECT SITE:

Legal Description: See CSM included with submittal

Address: TBD

Current Zoning: B-2 Current Use: Empty Lot

Business Type, If Applicable: Commercial/Retail Number of Employees: 30

Requested Zoning: B-1

Proposed Use (make sure it meets ordinance uses):

Construction of a C-Store with 10 MPD fuel canopy

Residential:

Total # of dwelling units proposed: \_\_\_\_\_ Number of Parking Stalls off-street: \_\_\_\_\_

Commercial:

Type of Business: Commerical (C-Store) Hours of operation: 24

Sketch of Site: (To include lot size, building placement, parking, loading, highway access points before proposed change)



FLOOR PLAN or SITE PLAN OF USE REQUESTED:

A public hearing will be held for consideration of this application and all property owners within 200 ft. will be notified of said hearing.

I, hereby, certify that the information provided is true and correct.

4/2/2024  
Date

Applicant: \_\_\_\_\_

Applicant: \_\_\_\_\_

Applicant: \_\_\_\_\_

\*\*\*\*\*

Date Application Received: \_\_\_\_\_

Scheduled Hearing Date: \_\_\_\_\_

Approved by Plan Commission: \_\_\_\_\_

Board Approved Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Village Clerk



Village of Pardeeville

114 Lake Street  
Pardeeville, WI 53954  
1-608-429-3121  
FAX 1-608-429-3714

ZONING APPLICATION – LOT COMBINATION/DIVISION REQUEST

APPLICANT NAME(s): Trent Kastenschmidt

APPLICANT ADDRESS: 1626 Oak Street, La Crosse, WI 54602

TELEPHONE No. (608) 793-6456 DATE: 4/2/2024

SITE OWNER, IF DIFFERENT FROM APPLICANT(s): Kwik Trip, Inc.

ADDRESS OF SITE OWNER(s): \_\_\_\_\_

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

Current Zoning: B-1 & B-2

ADDITIONAL REQUIREMENTS:

- 1. Certified Survey Map prepared by a registered land surveyor showing all the information as required by Section 58-11 for a Zoning Permit.

DESCRIPTION OF LOTS TO BE COMBINED/SPLIT:

Legal Description: See CSM included with submittal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: TBD

List of property addresses within 200 ft. (must be notified of lot combination requests, Village Staff will send notice):  
(113, 101, 106, & 109) 2nd Street 104 West Chestnut Street

(116, 206, & 107) East Chestnut Street 102 South Main Street

(112, 114, 115, 116, 117, 109, & 105) North Main Street

I, hereby, certify that the information provided is true and correct.

4/2/2024

Date

Applicant: \_\_\_\_\_

Applicant: \_\_\_\_\_

Applicant: \_\_\_\_\_

\*\*\*\*\*

Planning Commission Hearing Date: \_\_\_\_\_

Village Board Mtg Date: \_\_\_\_\_

Approved Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Village Clerk



## Public Works Director Memo

**Meeting Date:** 17 APR 2024

**Topic:** Doug Hare Way Extension and Development

---

This memo is in regards to all of the Doug Hare Way Extension and Development agenda item.

Attached is a couple of images pertaining to the idea being presented.

Village staff was approached by a potential developer looking to build, what can best be described as “condo garages”. Originally the individual was looking at the land to the west of Doug Hare Way, but that land is potentially going to be developed with the same structures, following a wetland delineation. However, the Village is in a precarious position where it looks to extend Doug Hare Way in the future it could open up some property that would be an ideal fit for this developer. Given the proximity to an existing business, Sargent’s Equipment, residential property abutting that business developing is extremely unlikely. However, this developer and their idea, would act as an appealing buffer between these parcels and serve as a transition between the industrial to the existing residential. Likewise, this would be an increase in commercial property within the Village.

The idea of a condo garage is essentially a small business that does not have the funds to start up their own building and site, either rents or purchases a small office/garage/store front to act as their business location. You could see this take off and encourage many local start-up businesses to relocate or put down roots in the Pardeeville area due to these structures. This could also be a moot building if the small businesses are not in the area.

The developer would also like to look into possible developer incentives for development. Since this property falls within the TIF, some incentive could be granted. Likewise, offsetting the cost associate with the Doug Hare Way extension could be recuperated through the Sunrise Development and the aforementioned Kwik Trip project.

Should the body agree, a motion would be in order to recommend the Village Board approve of the concept and direct staff to work with the Developer in drafting a developer’s agreement.

Respectfully,  
Austen









## Public Works Director Memo

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**Meeting Date:** 11 MAR 2024

**Topic:** Conditional Use – 536 Breezy Point

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This memo is in regards to the Conditional Use agenda item for 536 Breezy Point.

The owner of this property submitted a conditional use application amidst the staff turnover. Following the turnover, staff recommended a clean up of the process for the Zoning Board of Appeals and the Planning Commission, and the duties of such. Now, that the cleanup has occurred the application from the owner of 536 Breezy Point may properly be heard. Attached is the application, a parcel map, a zoning map, and the ordinances that govern this properties zoning. This is a pretty straightforward request; the conditional use is written directly into the allowable conditional uses. However, the only concern that staff has in regards to this request is in the size of the property. Should this property be rented out to a large group, parking will become an issue and spill out onto an already congested street. The application does list four off street parking spaces, so generally it should not be an issue, but it is something that the body should be aware of.

Should the body agree with the application, a motion would be in order to set a public hearing for the next Village Board meeting.

Respectfully,  
Austen



**PAID**

NOV 30 2023

**CONDITIONAL USE PERMIT APPLICATION**

**APPLICATION FEE \$150.00**

(If this application is denied the Village retains \$100.00 and refunds \$50.00)

(If this application is accepted, it is must be ~~renewed~~ every two years for \$50.00)

APPLICANT'S NAME(s): BRIAN & SUE TYDD  
APPLICANT'S ADDRESS: 536 Breezy Point DR., PARDEEVILLE, WI. 53954  
Telephone No. 630-212-9703 Date: 12/1/2023

SITE OWNER, IF DIFFERENT FROM APPLICANT(s): \_\_\_\_\_  
ADDRESS OF SITE OWNER(s): \_\_\_\_\_  
Telephone # \_\_\_\_\_

CONTRACTOR, IF APPLICABLE: \_\_\_\_\_  
CONTRACTOR ADDRESS: \_\_\_\_\_  
Telephone # \_\_\_\_\_ Insurance Company: \_\_\_\_\_

\*\*\*\*\*

**ADDITIONAL REQUIREMENTS:**

Set of plans are required under the following conditions:

- 1.) New building.
- 2.) Remodeling or enlarging of existing rooms, changing of entry or exits, etc.
- 3.) Use will become public versus private, i.e. Bed & Breakfasts, meeting halls, etc.
- 4.) Use to become commercial versus private.

Please provide the names of your architect or professional engineer or both (if applicable):

ARCHITECT: \_\_\_\_\_ Telephone # \_\_\_\_\_  
ENGINEER: \_\_\_\_\_ Telephone # \_\_\_\_\_

DESCRIPTION OF SUBJECT SITE:

Legal Description: 4 bedroom, 3 bath HOME ON Park Lake.

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

Current Zoning: City R-2 Current Use: VACATION HOME

Business Type, If Applicable: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Proposed Use (make sure it meets ordinance uses):

Airbnb RENTAL

Residential:

Total # of dwelling units proposed: 1 Number of Parking Stalls off-street: 2

Commercial or In Home Business:

Type of Business: \_\_\_\_\_ Hours of operation: \_\_\_\_\_

Parking Plan: \_\_\_\_\_

A public hearing will be held for consideration of this application and all property owners within 200 ft. will be notified of said hearing.

I, hereby, certify that the information provided is true and correct.

12/1/2023  
Date

Applicant: BRIAN W. Tydd BW Tydd

Applicant: SUE E. Tydd Sue E Tydd

Applicant: \_\_\_\_\_

\*\*\*\*\*

Date Application Received: 11/30/23

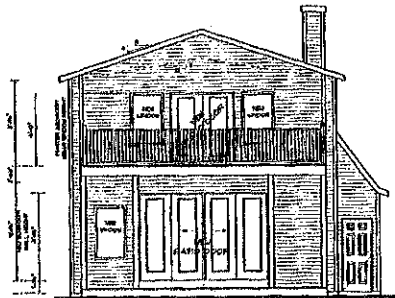
Scheduled Hearing Date: \_\_\_\_\_

Approved by Plan Commission: \_\_\_\_\_

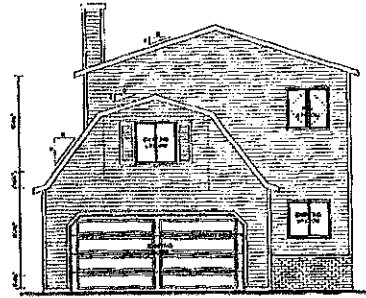
Board Approved Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Village Clerk

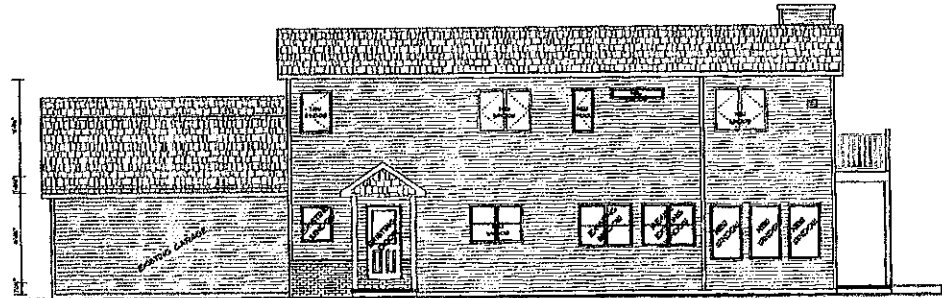
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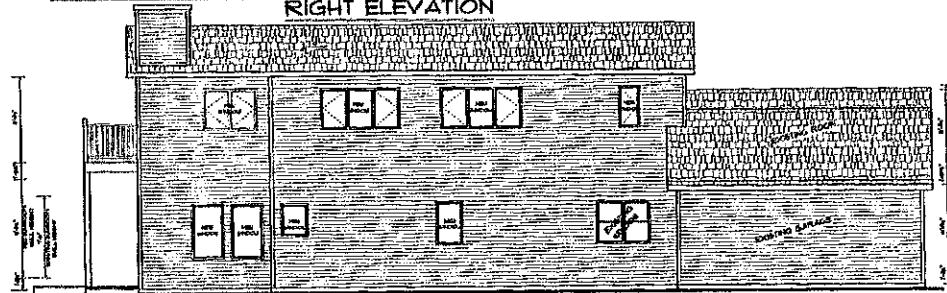
REAR ELEVATION



FRONT ELEVATION

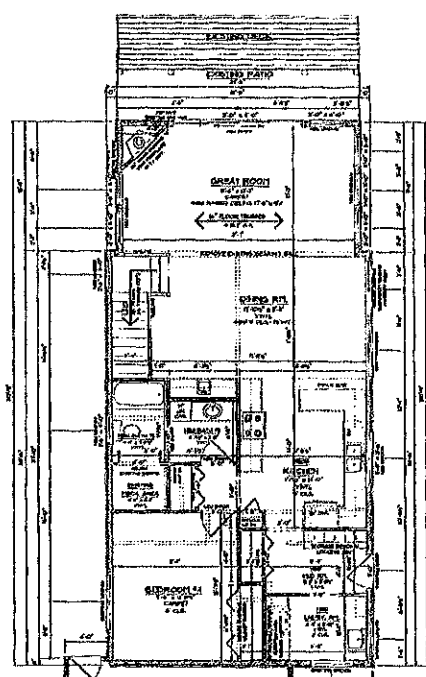


RIGHT ELEVATION



LEFT ELEVATION

<p>DATE: ESTABLISHMENT OF CHURCH</p>	
<p>ALL RIGHTS RESERVED</p>	
<p>1918 DESIGNING          211 CANTON STREET          BANGOR, ME 05401          PHONE: (207) 948-1234          FAX: (207) 948-5678</p>	
<p>DESIGNED BY:          GEORGE WILSON          DRAWN BY:          GEORGE WILSON          CHECKED BY:          GEORGE WILSON          DATE: 10-1-2018</p>	
<p>ELEVATIONS</p>	
<p>SHEET NUMBER:          1 OF 3</p>	
<p>PLAN DATE:          10-1-2018</p>	
<p>JOB NUMBER:          000</p>	



**SQUARE FOOTAGE**  
 FIRST FLOOR 1719 SQUARE FEET  
 SECOND FLOOR 1219 SQUARE FEET  
 TOTAL 2938 SQUARE FEET

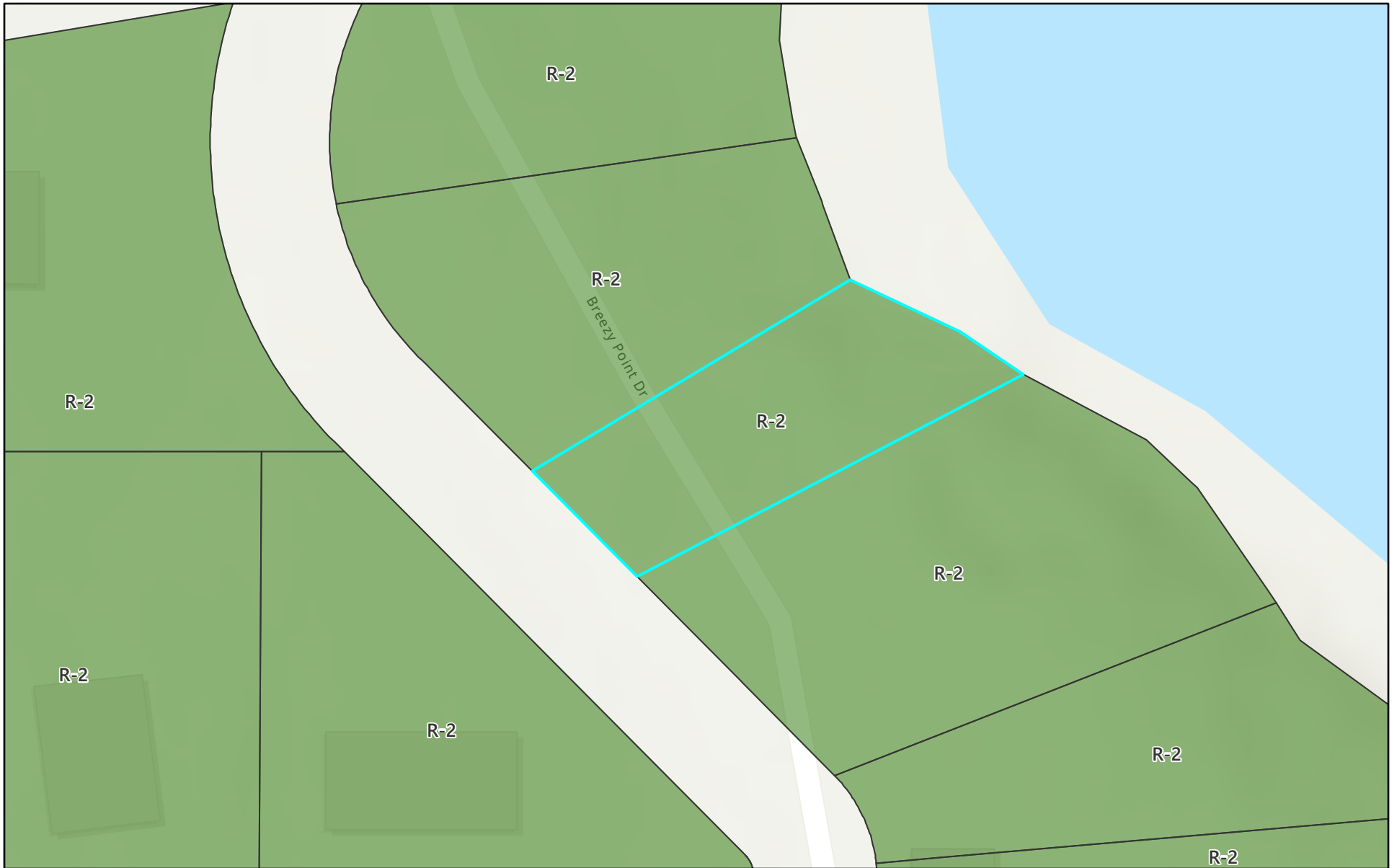
**FIELD VERIFY  
 ALL DIMENSIONS**

L.L.H.H. DESIGNS 10101 W. 10TH AVE. SUITE 100 DENVER, CO 80231 TEL: 303.733.8800 FAX: 303.733.8801 WWW.LLHHDESIGNS.COM	
DRAWN BY: KENNETH WILSON	CHECKED BY: GEORGE VINSETT
PROJECT NO: 000	SHEET NO: 2 OF 2
PLAN DATE: 11-11-2015	JOB NUMBER: 000



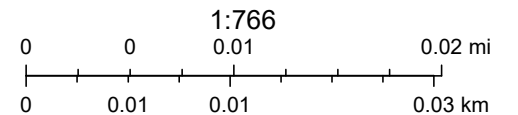


# Zoning Map



4/10/2024, 10:24:08 AM

Zoning  R-2  Village Boundary  Parcel Boundaries



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

Village of Pardeeville



Sec. 58-70. - R-2 Single-Family Residential District.

(a) *Principal use.* The following uses are permitted in the R-2 district:

- (1) Single-family dwellings.
- (2) Churches, public and parochial schools, public libraries and similar public or semi-public buildings.
- (3) Telephone, telegraph, and power transmission lines.
- (4) Public parks and recreation areas.
- (5) A garage in connection with a single-family home.
- (6) A private garage; such garage shall not be used to conduct any business, and no garage shall be used for living quarters.
- (7) The keeping of usual household pets, but not the operation of commercial kennels or hutches.
- (8) Uses customarily incident to any of the above used, when located on the same lot and not involving the conduct of a business.

**(b) *Conditional uses.* See sections 58-123, 58-124 and 58-128.**

(c) *Lot, building and yard requirements.*

Lot frontage		Minimum 80 ft.
Lot area		Minimum 10,000 sq. ft.
Principal building:		
	Front yard	Minimum 30 ft.
	Side yards	Minimum 8 ft.
	Rear yard	Minimum 30 ft.
Accessory building:		
	Front yard	Minimum 30 ft.
	Side yards	Minimum 8 ft.

	Rear yard	Minimum 8 ft.
Alley		Minimum 15 ft.
Building height		Maximum 35 ft.
Number of stories		Maximum 2½
Percentage of lot coverage		Maximum 30%
Floor area per dwelling unit:		
	Single story	Minimum 1,000
	Multiple story	Minimum 1,400 sq. ft.

(Code 1986, § 10-1-24)

Sec. 58-124. - Residential uses.

The following residential and quasi-residential uses shall be conditional uses and may be permitted as specified:

- (1) Planned residential developments, such as cluster developments in all residential districts. The district regulations may be varied provided that adequate open space shall be provided so that the average intensity and density of land use shall be no greater than that permitted for the district in which it is located. The proper preservation, care, and maintenance by the original and all subsequent owners of the exterior design; all common structures, facilities, utilities, access and open spaces shall be ensured by deed restrictions enforceable by the village.
- (2) Clubs, fraternities, lodges, and meeting places of a noncommercial nature in the R-4 Multifamily Residential District provided all principal structures and uses are not less than 25 feet from any lot line.
- (3) Rest homes, nursing homes, homes for the aged, clinics, funeral homes, and children's nurseries in the R-4 Multifamily Residential District, provided all principal structures and uses are not less than 50 feet from any lot line.
- (4) Home occupations and professional offices in the R-1, R-2, R-3 and R-4 residential districts.
- (5) Bed and breakfast establishments in the R-1, R-2, R-3 and R-4 residential districts. The term "bed and breakfast establishment" means any place of lodging that provides four or fewer rooms for rent for more than ten nights in a 12-month period, is the owner's personal residence, is occupied by the owner at the time of rental, and in which the only meal served to guests is breakfast. Bed and breakfast establishments shall comply with the standards of state administrative regulations.
- (6) **Short-term and vacation rentals.**

(Code 1986, § 10-1-52)