



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | williamsbay.org Phone:
262-245-2700 | Fax: 262-245-2705

NOTICE

JOINT PLAN COMMISSION AND VILLAGE BOARD MEETING

TUESDAY, MAY 25, 2021 AT 6:00 PM

VILLAGE HALL COUNCIL ROOM - 250 WILLIAMS STREET

WATCH THE LIVE STREAMING HERE:

<https://www.youtube.com/channel/UCsUatMHVCuN3IG69GcOXUXw>

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Minutes

- A. Joint Plan Commission and Village Board Meeting Minutes of May 11, 2021

V. Board Consideration of Comprehensive Plan Amendment Ordinance

- A. APPLICANT: University of Chicago (Owner)

TAX KEY: WAS 00001A

STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Williams Bay, Wisconsin 53191

Applicants hereby petition the Board of Trustees of the Village of Williams Bay to amend the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan (at page 71). Specifically, the applicants' petition seeks to change the designation of the above described lands from "Institutional" to "Large Lot Residential".

VI. Plan Commission Public Hearing for Zoning Map Amendment

- A. Open Public Hearing

- 1. APPLICANT: University of Chicago (Owner)

TAX KEY: WAS 00001A

STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Williams Bay, Wisconsin 53191

The applicant requests a Zoning Map Amendment per 18.1205, *Zoning Map Amendments* to rezone approximately 8.72 acres from P&I Public and Institutional District to SF-2 Large Lot Residential District.

- B. Close Public Hearing

VII. Plan Commission Recommendation for Zoning Map Amendment

- A.** APPLICANT: University of Chicago (Owner)
TAX KEY: WAS 00001A
STREET ADDRESS: Vacant land south of Constance Blvd and east of Aurora University, Williams Bay, Wisconsin 53191

The applicant requests a Zoning Map Amendment per 18.1205, *Zoning Map Amendments* to rezone approximately 8.72 acres from P&I Public and Institutional District to SF-2 Large Lot Residential District.

VIII. Board Consideration of Zoning Map Amendment Ordinance

- A.** APPLICANT: University of Chicago (Owner)
TAX KEY: WAS 00001A
STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Williams Bay, Wisconsin 53191

The applicants request a Zoning Map Amendment per 18.1205, *Zoning Map Amendments* to rezone approximately 8.72 acres from P&I Public and Institutional District to SF-2 Large Lot Residential District.

IX. Plan Commission Consideration of Certified Survey Map

- A.** APPLICANT: University of Chicago (Owner)
TAX KEY: WAS 00001A
STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Williams Bay, Wisconsin 53191

The applicants request approval of a Certified Survey Map to divide the existing 8.72 acres into three parcels of 4.46 acres, 1.92 acres, and 2.16 acres.

X. Board Consideration of Subdivider Agreement

- A.** Subdivider Agreement for Future Improvements to Village Utilities

XI. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 05/19/2021 5:00 PM



VILLAGE OF WILLIAMS BAY

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UNOFFICIAL MINUTES JOINT VILLAGE BOARD & PLAN COMMISSION MEETING TUESDAY, MAY 11, 2021 AT 6:30 PM Via Zoom Webinar

I. Call to Order

President Duncan called the Village Board and Plan Commission meeting to order at 6:30pm.

II. Roll Call

Present:

Village Board: President Duncan, Trustees Umans, Vlach, Parker, D'Alessandro, Wright and Stanek

Plan Commission: President Duncan, Trustee Parker, Commissioners Cincinelli, Klemke Haak and Gage.

Also Present: Administrator Tobin, Zoning Administrator Schaeffer, Village Attorney Schroeder and Clerk Pankau

Excused: Plan Commissioners Pegel and Watts

III. Pledge of Allegiance

IV. Minutes

A. Plan Commission Meeting Minutes of March 9, 2021

The motion to Approve the Plan Commission Meeting Minutes of March 9, 2021 was initiated by Marianne Klemke and seconded by Maggie Gage. Unanimously carried.

V. Plan Commission Recommendation for a Certificate of Compliance

- A. APPLICANT: Stephanie Morrison (Applicant) TAX KEY: WOP 00052
STREET ADDRESS: 88 N. Walworth Street, Williams Bay, Wisconsin 53191

Applicant is requesting a Certificate of Compliance per Section 18.211.B(2) "New occupancy and use of an existing building when the new use is of a different land use classification".

Stephanie Morrison explained that she grew up coming to Williams Bay for over 35 years and recently moved to Williams Bay in 2017 and is hoping to open a General Store themed gift/souvenir shop featuring handmade items by artists in the area and it will feature Williams Bay/Geneva Lake gifts. She stated that she also plans on holding classes in the fall for the public to participate in.

Zoning Administrator Schaeffer stated that this is before the Plan Commission because this is an existing office space and the Zoning Ordinances put stores in a different category so she is requesting for a Certificate of Compliance to use the space as a store which Schaeffer suggested to approve.

Cincinelli asked what her vision is on having the classes and if parking would be an issue. Morrison stated that classes would be for about ten students and that there is plenty of parking behind and in front of the building.

The motion to Recommend Village Board Approval for the Certificate of Compliance per Section 18.211.B(2) "New

occupancy and use of an existing building when the new use is of a different land use classification” for

APPLICANT: Stephanie Morrison (Applicant)

TAX KEY: WOP 00052

STREET ADDRESS: 88 N. Walworth Street, Williams Bay, Wisconsin 53191

was initiated by Ralph Cincinelli and seconded by Jess Haak. Unanimously carried.

VI. Board Consideration of a Certificate of Compliance

A. APPLICANT: Stephanie Morrison (Applicant) TAX KEY: WOP 00052

STREET ADDRESS: 88 N. Walworth Street, Williams Bay, Wisconsin 53191

Applicant is requesting a Certificate of Compliance per Section 18.211.B(2) “New occupancy and use of an existing building when the new use is of a different land use classification”.

The motion to Approve the Certificate of Compliance per Section 18.211.B(2) “New occupancy and use of an existing building when the new use is of a different land use classification” with the condition that all inspections will be approved by the Building Inspector for

APPLICANT: Stephanie Morrison (Applicant)

TAX KEY: WOP 00052

STREET ADDRESS: 88 N. Walworth Street, Williams Bay, Wisconsin 53191

was initiated by Bill Duncan and seconded by Robert Umans. Unanimously carried.

VII. Board Public Hearing for Comprehensive Plan Amendment

A. Open Public Hearing - All interested in this matter are invited to attend

Village Attorney Schroeder explained the procedure of this evening's agenda.

President Duncan opened the Public Hearing at 6:47pm.

1. APPLICANT: Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent) TAX KEY: WAS 00002

STREET ADDRESS: Vacant land north of 109 Constance Blvd., Williams Bay, Wisconsin 53191

Applicants hereby petition the Board of Trustees of the Village of Williams Bay to amend the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan (at page 71). Specifically, the applicants’ petition seeks to change the designation of the above described lands from “Institutional” to “Large Lot Residential”.

Attorney Pollard, representing Micheal and Tracy Sierakowski, stated that they are very appreciative of everyone's time for this meeting and gave an overview of the history of this application. He explained that the Sierakowski's bought this property in 2020 which has an existing home and driveway on the property and then realized that they are restricted in terms of building because only a small portion of the lot is zoned as residential, while the majority of the lot is zoned as Parks & Institutional. The proposed Certified Survey Map splits the 11 acres into two lots with the intention to possibly have two homes on the property in the future. Pollard explained that the lots will be restricted so that they could not be split up again in the future. Pollard also stated that the Sierakowskis plan to maintain the woods with conservation in mind.

Michael Sierakowski explained that him and his wife are long-time residents of Williams Bay and were summer residents growing up so they love Williams Bay and purchased the woods with the intent to build their dream home, hoping that they would be able to get the Parks and Institutional land re-zoned as Residential since there has been a residential driveway on the property since the 1930s. He explained the experience he has in nature conservation and how he has applied for grants to get rid of the invasive species on the property. Sierakowski explained that the second home may not ever happen but it is a legacy for his children if they ever want to build there. Tracy Sierakowski added that they will be managing the land and it will look the same to all of the walkers who enjoy the woods.

Bob Darre (78 Upper Loch Vista) stated that he knows the Sierakowski's personally and that he is confident they will take care of the land well and that he is in support of this application.

Dianna Colman (Yerkes Future Foundation) stated that she is speaking solely as conservationist and that she has met with the Sierakowski's and is confident in them taking care of this land as it needs a lot of attention to thrive. Colman strongly suggests that the Board and Plan Commission approve this application.

Tracy McCabe (University of Chicago) stated that he is in support of the application and that re-zoning this land to Residential will be best for conservation purposes.

Sandra Johnson (2327 Theatre) submitted a written comment stating that she does not believe it is right to make amendments to an out-of-date Comprehensive plan and that no amendments to the 2010 Comprehensive Plan should be granted until a 2020 Plan is completed. Johnson stated that she would like the homeowners to complete an Archeological Survey of the land and to consider mounting a historical marker indicating the historical significance of the land.

B. Close Public Hearing

President Duncan closed the Public Hearing at 7:10pm.

VIII. Board Consideration of Comprehensive Plan Amendment Ordinance

- A. APPLICANT:** Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent) **TAX KEY:** WAS 00002
STREET ADDRESS: Vacant land north of 109 Constance Blvd, Williams Bay, Wisconsin 53191

Applicants hereby petition the Board of Trustees of the Village of Williams Bay to amend the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan (at page 71). Specifically, the applicants' petition seeks to change the designation of the above described lands from "Institutional" to "Large Lot Residential".

President Duncan read the language of the proposed Ordinance 2021-03.

The motion to Approve the first reading of Ordinance 2021-03 an Ordinance to amend the Comprehensive Plan of the Village of Williams Bay as written was initiated by Robert Umans and seconded by George Vlach.

Trustee D'Alessandro congratulated the Sierakowski's on what they would like to do with the land, but stated that he believes the Plan Commission has become an Amending Commission since the 2020 Comprehensive Plan process has not been taking place. He stated that if the Board were in the process, he would like to speak about all of the Institutional definitions and if they should or should not be in the principle uses.

Trustee Parker confirmed with Village Attorney Schroeder that the zoning as requested cannot take place if this Ordinance is not passed. Parker stated that this should not be looked at as a property tax income as it does not increase the Village's annual levy and that should not be taken into account to make a decision. He also added that every year the Board discusses all of the Institutional land in the Village and it is his recollection from both the Planner and the Attorney that they wouldn't recommend changing the land unless a property owner comes in to request the re-zone as it is best served on a case by case basis. Village Attonrey Schroeder agreed with this. Parker also stated that he believes it is a little irrational to think that the only time to get a re-zone is every ten years during the Comprehensive Plan process.

Trustee Umans stated that the Comprehensive Plan cannot be put on a shelf to not make any adjustments for ten years and although the timing happens to be at the ten years right now, it is not like this application would not be considered if it had come forward five years ago. Umans stated that possibly two houses on eleven acres is not a lot to ask and most of the land will not be affected as the woods needs desperate attention. Umans clarified with Village Attorney Schroeder that if the land is not re-zoned, the Sierakowski's could themselves, or lease to someone the land as Parks and Institutional, and then build a recreational, educational, religious or non-profit building on that site.

Vote: Aye-Duncan, Parker, Stanek, Umans, Vlach and Wright. Nay-D'Alessandro. Motion passes.

The motion to waive second reading of Ordinance 2021-03 was initiated by Lowell Wright and seconded by George Vlach. Vote: Aye-Duncan, Parker, Stanek, Umans, Vlach and Wright. Nay-D'Alessandro. Motion passes.

The motion to adopt Ordinance 2021-03 was initiated by George Vlach and seconded by Lowell Wright. Vote: Aye-Duncan, Parker, Stanek, Umans, Vlach and Wright. Nay-D'Alessandro. Motion passes.

IX. Plan Commission Public Hearing for Zoning Map Amendment

A. Open Public Hearing

President Duncan opened the Public Hearing at 7:48pm.

1. APPLICANT: Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent) TAX KEY: WAS 00002
STREET ADDRESS: Vacant land north of 109 Constance Blvd, Williams Bay, Wisconsin 53191

The applicant requests a Zoning Map Amendment per 18.1205, *Zoning Map Amendments* to rezone approximately 11.5 acres from P&I Public and Institutional District to SF-1 Low Density Residential District.

Bob Darre (78 Upper Loch Vista) stated that for the same reasons that he stated earlier, he recommends that the Plan Commission approve this application.

Atty. Pollard stated that he just wants to reiterate the comments he said before.

B. Close Public Hearing

President Duncan closed the Public Hearing at 7:50pm.

X. Plan Commission Recommendation for Zoning Map Amendment

- A. APPLICANT: Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent) TAX KEY: WAS 00002
STREET ADDRESS: Vacant land north of 109 Constance Blvd, Williams Bay, Wisconsin 53191

The applicant requests a Zoning Map Amendment per 18.1205, *Zoning Map Amendments* to rezone approximately 11.5 acres from P&I Public and Institutional District to SF-1 Low Density Residential District.

Commissioner Cincinelli stated that he applauds the Sierakowskis for finding a balance of the environmental and visual issues of this land by limiting future development and maintaining the woods which he believes deserves support.

The motion to Recommend Village Board Approval for the Zoning Map Amendment per 18.1205, *Zoning Map Amendments* to rezone approximately 11.5 acres from P&I Public and Institutional District to SF-1 Low Density Residential District for

APPLICANT: Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent)

TAX KEY: WAS 00002

STREET ADDRESS: Vacant land north of 109 Constance Blvd, Williams Bay, Wisconsin 53191

was initiated by Bill Duncan and seconded by Marianne Klemke. Unanimously carried.

XI. Board Consideration of Zoning Map Amendment Ordinance

- A. APPLICANT: Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent) TAX KEY: WAS 00002
STREET ADDRESS: Vacant land north of 109 Constance Blvd, Williams Bay, Wisconsin 53191

The applicants request a Zoning Map Amendment per 18.1205, *Zoning Map Amendments* to rezone approximately 11.5 acres from P&I Public and Institutional District to SF-1 Low Density Residential District.

President Duncan read the language of the proposed Ordinance 2021-02.

The motion to Approve the first reading of Ordinance 2021-02 an Ordinance amending the Official Map of the Village of Williams Bay contingent that it is approved with the Certified Survey Map provided was initiated by Robert Umans and seconded by George Vlach. Vote: Aye-Duncan, Parker, Stanek, Umans, Vlach and Wright. Nay-D'Alessandro. Motion passes.

The motion to waive second reading of Ordinance 2021-02 was initiated by Bill Duncan and seconded by Matt Stanek. Vote: Aye-Duncan, Parker, Stanek, Umans, Vlach and Wright. Nay-D'Alessandro. Motion passes.

The motion to adopt Ordinance 2021-02 was initiated by George Vlach and seconded by Matt Stanek. Vote: Aye-Duncan, Parker, Stanek, Umans, Vlach and Wright. Nay-D'Alessandro. Motion passes.

XII. Plan Commission Consideration of Certified Survey Map

- A.** APPLICANT: Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent) TAX KEY: WAS 00002
STREET ADDRESS: Vacant land north of 109 Constance Blvd, Williams Bay, Wisconsin 53191

The applicants request approval of a Certified Survey Map to divide the existing 11.5 acres into two parcels, one being 6.49 acres and the other consisting of 5.01 acres.

Attorney Pollard reiterated the restrictions on the property where there is 11+ acres divided into two lots with no further land division permitted and restrictions based on the building envelopes based on the lot as to area.

Commissioner Cincinelli stated that since these are large lots, he is wondering why 30-feet as front yard and side yard setbacks. Schaeffer stated those are the minimums in SF-1 Zoning.

The motion to Approve the Certified Survey Map to divide the existing 11.5 acres into two parcels, one being 6.49 acres and the other consisting of 5.01 acres for

APPLICANT: Michael & Tracy Sierakowski (Owners), Charles Pollard (Agent)

TAX KEY: WAS 00002

STREET ADDRESS: Vacant land north of 109 Constance Blvd, Williams Bay, Wisconsin 53191
was initiated by Jess Haak and seconded by Ralph Cincinelli. Unanimously carried.

XIII. Adjournment

The motion to Adjourn was initiated by Maggie Gage and seconded by Marianne Klemke at 8:02pm. Unanimously carried.

These are not official Minutes until approved by the Governing Body.



Board of Trustees and Plan Commission
Village of Williams Bay
P.O. Box 580
250 Williams Street
Williams Bay, WI 53191
Attn: Bill Duncan, Board Chair (bduncan@williamsbay.org)

VIA HAND DELIVERY TO VILLAGE AND EMAIL

May 14, 2021

Dear Village Board of Trustees and Plan Commission Members:

We are pleased to participate in the public hearing and joint Village Board and Plan Commission meeting scheduled for May 25 regarding our proposal. As noted by former Trustee, Jim Killian, and other members of the public at the April 21 hearing, the University has worked to diligently and transparently fulfill each request made by the Village and to respond in detail to questions and concerns that we have heard both from the Village and members of the public.

In advance of the May 25 meeting, and as previously mentioned in other public forums, we also wish to make you aware that in recent months the University has received offers from third parties for potential institutional uses of this lakefront parcel. The University has declined to pursue these offers for various reasons including the terms presented, the potential for higher density development as of right (e.g., structures of up to 20,000 gross square feet along with required off-street parking) than our current proposal, and the interests of and contractual obligations to the buyers with whom we are under contract. We appreciate that offers can be made at any time, but having considered those we have received and declined to pursue, we continue to believe the residential proposal presents the best opportunity to guarantee low-density development and preservation of these woodlands for the long-term. The residential proposal would also generate tax revenue for the Village. Our goal is to have the Village take action on the specific requests of our application, which is to amend the future land use map of the Comprehensive Plan, and rezone and subdivide the subject property for residential use. No other speculative uses for the property are a part of our application or should be considered in reviewing our application.

EDWARD H. LEVI HALL

5801 S. ELLIS AVENUE, SUITE 500 • CHICAGO, ILLINOIS 60637

TELEPHONE: 773-702-4559 • FAX: 773-702-0809 • EMAIL: TRACYMCCABE@UCHICAGO.EDU

Lastly, we write to summarize the materials that the University has previously submitted to the Village for your consideration. These materials are unchanged from those last provided to the Village and posted on the Village website, with the exception of item 4 (Subdivider Agreement) which has been put into execution ready form by the Village.

Enclosed please find the following documents and information:

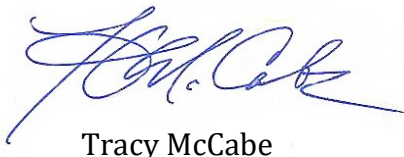
1. **University Petition to Amend the Comprehensive Plan:** The Petition was originally filed on March 11, 2020, and requests to amend the future land use designation of the lakefront parcel on the Future Land Use Map to Large Lot Residential. As the portion of the petition relating to tax parcels WGT 00011 and WGT 00012 (which is referred to in the Petition is "Parcel A" and now owned by Mr. Michael K. O'Brien and Mrs. Anita P. O'Brien) was approved by the Village on July 22, the request now before the Village relates solely to the lakefront parcel.
2. **University Application to Rezone the Lakefront Parcel:** This application was also originally filed on March 11, 2020. While the University's request to rezone the lakefront parcel from P&I to SF-2 as described in the application is unchanged, the enclosed narrative was updated to reflect additional information provided to the Village, which is also described below.
3. **CSM Supplemental Information:** Since its submission in March 2020, and at the request of the Village, the proposed CSM has been supplemented to: (i) depict areas with slopes in excess of 12% (see CSM page 2); (ii) add a utility access and drainage easement over a western portion of the property as requested by the Village (see CSM Page 3); and (iii) specify a 30' foot easement over the existing watermain that runs through the property. The CSM was prepared by Certified Land Surveyor, Keith Kindred, of Short Elliott Hendrickson (SEH) Inc. Also, based on a July 2020 Village request, the University completed a Site Assessment Checklist.
4. **Subdivider Agreement:** The University and the Village, each represented by counsel, have negotiated a subdivider agreement which provides for the replacement of the existing water main and rehabilitation of the existing sewer main located on the property, the cost of which will be borne by the owners of the underlying lots upon completion of the improvements. The agreement also references the restrictions on tree removal pursuant to the Village Zoning Ordinance, including limitations on selective cutting to not more than 30% of the woodlands within a given development pad.
5. **Tree Survey:** At the request of the Village, the University obtained a tree survey of the property, which identified and located over 600 individual trees across 19 species. The tree survey, which is on file with the Village, was prepared by Short Elliott Hendrickson (SEH) Inc.
6. **Archaeological Survey Report:** Based on public comment at the July 22 public hearing, and as requested by the Village, the University engaged Midwest Archaeological Research Services, Inc. (MARS), an archaeological firm included on the Wisconsin Historical Society's List of Archaeological Consultants, to

conduct a Phase I archaeological reconnaissance survey. The scope of the survey was jointly determined by the Village staff and the University and did not include the portion of land west of the footpath, as that area of steep slopes is not suitable for residential construction and would be subject to multiple easements to the Village. As noted in the report, MARS excavated 34 shovel test probes and did not find any cultural material, prehistoric deposits or human remains. MARS opined that, based on its finding, additional survey work is not warranted.

7. **Pedestrian Easement Assignment:** The University has long understood that the public values the historical footpath that connects the lakefront path to Constance Boulevard. Accordingly, the University's proposal provides for a pedestrian easement that would enable public access to the path as described in the easement, which has been reviewed by the Village. The easement, which was originally drafted for the benefit of Yerkes Future Foundation, would be effectuated via an assignment by YFF to the Village following approval of the University's requests.
8. **Driveway Study:** At the request of the Village, the University obtained a driveway study to identify potential access points to each proposed lot from Constance Boulevard, in accordance with American Association of State Highway and Transportation Officials (AASHTO) standards for intersection sight distance. The study was prepared by Short Elliott Hendrickson (SEH) Inc.

Our requests as a private landowner to rezone and subdivide this property into three lots (which cannot be further subdivided without Village approval), each limited to a single-family home, for low-density development by subsequent landowners ensures the best use of this property and forecloses the possibility of higher density, institutional uses. This request is consistent with zoning of other lots on the lakefront and immediately adjacent to our property. It also provides important financial support to the Yerkes Observatory as well as the Village through additional seed funding and tax revenue, respectively, while funding and effectuating infrastructure improvements by subsequent buyers, as the Village desires. In addition to these important stakeholders, we are confident that our proposal, if approved, will help ensure that the lakefront property's natural beauty will be maintained and preserved by its future owners for generations to come.

Sincerely,



Tracy McCabe

cc: Bonnie Schaeffer, Zoning Administrator (zoning@williamsbay.org)
Becky Tobin, Village Administrator (admin@williamsbay.org)

Petition to Amend Comprehensive Plan

COMPREHENSIVE PLAN AMENDMENT PETITION

Project Location: Part of Blocks A through D of the Assessors Subdivision Plan in the Village of Williams Bay, and a parcel commonly known as 415 Grand View Avenue in the Village of Williams Bay, both of which are described in the attached Exhibit A.

Property Owner: The University of Chicago, 5801 S. Ellis Avenue, Chicago, IL 60637

Owner's Agent: Egert Law, SC, Nicholas A Egert, 835 Geneva Parkway North, Suite 1, Lake Geneva, WI 53147

Description of Proposed Village of Williams Bay Comprehensive Plan Amendment: Pursuant to the procedure described in Wisconsin Statutes Section 66.1001(4), the University of Chicago hereby petitions the Board of Trustees of the Village of Williams Bay to amend the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan (at page 71). Specifically, the University petition seeks to change the designation of (i) part of tax key parcel WAS0001 (The "Lakefront Parcel") and (ii) tax key parcels WGT 00011 and WGT 00012 (collectively "Parcel A"), each as more fully described in the University of Chicago's application for Zoning Map Amendment enclosed herewith, from "Institutional" to "Large Lot Residential", as described more fully on page 58 of the current Village of Williams Bay Comprehensive Plan. No amendments to the text of the Comprehensive Plan are being requested.

Additional Statement in Support of Petition: As part of its effort to secure a long-term plan with the Yerkes Future Foundation for the preservation of Yerkes Observatory and the surrounding campus, the University seeks to rezone the Lakefront Parcel and Parcel A from "Public and Institutional" to "SF-2", Large Lot Residential. As noted in the rezoning application, a zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village. With respect to Parcel A, which has historically contained a single family home that was bequeathed to the University by the astronomer, Edward E. Barnard, in 1924, the rezoning to SF-2 will align the zoning with the parcel's historical residential use. The University understands that in connection with its applications for Zoning Map Amendment, conforming amendments to the Future Land Use Map must also be requested to facilitate ongoing consistency between the Future Land Use Map and Village amendments to the Zoning Map.

Accordingly, the University respectfully petitions the Village of Williams Bay to consider and approve the above-described amendments to the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan.

UNIVERSITY OF CHICAGO, as Owner

By: _____



Nicholas A. Egert, as Agent.

Date: March 11, 2020

EXHIBIT A

Legal Description

Lakefront Parcel:

Part of Blocks A and Part of Block C of Assessor's Subdivision, being a part of the SE 1/4 of the SW 1/4 of Section 1 and the NW 1/4 of Section 12, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Parcel A/415 Grand View:

All of Lots 53 through 55, part of Lot 56, all of Lots 65 through 68 of Grand Terrace, a subdivision at Lake Geneva, Wisconsin, and land conveyed by Doc Nos. 167281 and 167282, being a part of the NW 1/4 of the SW 1/4, Section 1, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Rezone Application - Updated Narrative

Applicant: University of Chicago
Parcel: WAS 00001A
Exhibit A

APPLICATION NARRATIVE
(Updated as of October 8, 2020)

The University of Chicago, being the “Applicant” in this matter, respectfully requests the rezoning and the approval of the attached Certified Survey Map (labeled Exhibit A), for the property platted and described in the attached Certified Survey Map, which property is hereinafter referred to as “Lakefront Parcel.”

The Lakefront Parcel is currently zoned as “P&I”, Public and Institutional, under the Village of Williams Bay Zoning Ordinance. P&I zoning allows for multiple potentially unsuitable uses by right, including gyms, commercial swimming pools, community centers, churches, and convention centers. Even more intense uses, such as group homes, nursing homes, or hospitals are allowable with a conditional use permit under P&I zoning. The Applicant seeks to rezone the Lakefront Parcel from P&I to “SF-2”, Large Lot Residential. A zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village.

The proposed Certified Survey Map provides for an extremely low-density residential setting consisting of three single family lots. Each lot satisfies the SF-2 zoning requirements; Lot 1 and Lot 2 would each be 133 feet wide and 2.0 or more acres in size. Lot 3 would be 266 feet wide and contain 4.2 acres.

This application splits over 550 feet of lake frontage between the three single-family residential lots, with no lot having less than 133 feet of lake frontage. By comparison, the nearby residential lakefront lots on both Outing Street and Constance Boulevard average around 50 feet of lake frontage per lot.

As depicted on the Certified Survey Map and more fully described therein, a proposed pedestrian easement, running the length of Lot 3 would maintain walking access between the lakefront path along Geneva Lake and Constance Boulevard. Per the terms of the pedestrian easement, a copy of which has been made available to the Village, vehicular access would be prohibited from utilizing the easement. Said pedestrian easement is designated to the benefit of Yerkes Future Foundation, Inc. (hereinafter YFF) and is assignable directly to the Village following receipt of the University’s requested approvals.

While any further subdivision would require additional applications to, and approvals from, the Village, the Applicant has included a prohibition against further subdivision of the newly created lots in the Certified Survey Map so as to maintain the low-density residential setting. Further, the proposed Subdivider Agreement with the Village includes a deed restriction that expressly prohibits development of any more than one single family residence per lot. The CSM includes the topography of the parcel and demonstrates that notwithstanding steep slopes that exist on portions of the parcel, there remains ample, buildable land (i.e., less than 12% grade) for the placement of a single-family home on each lot. Exact homesites and building plans would be subject to future review and approval by the Village and future parcel owners.

Midwest Archeological Research Services also conducted a Phase I archaeological reconnaissance survey in September 2020 and did not find any cultural material, prehistoric deposits or human remains in the surveyed area. The University acknowledges that the parcel is designated as Primary Environmental Corridor in the Future Land Use Map of the Village Comprehensive Plan. Although this designation does not come with any restrictions on development of the parcel, the University has consulted with SEWRPC regarding its proposal, and notes no objections (formal or informal) to the proposed rezoning and subdivision as described herein were raised. The University further notes that the Future Land Use Map PEC designation extends to several SF-2 properties in the vicinity of the parcel.

The pending application is also favorable to the Williams Bay community as it forecloses the possibility of future commercialization on this portion of the lakefront. The creation of three single family residential lots represents the best feasible use of the Lakefront Parcel, and benefits the neighboring Yerkes Observatory campus, with a portion of the proceeds from lakefront parcel sales directed to YFF. Rezoning the parcel to provide for low density residential use will also help ensure the lakefront property's natural beauty will be maintained and preserved by its owners for generations to come.

Certified Survey Map and Site Assessment Checklist

CERTIFIED SURVEY MAP NO.

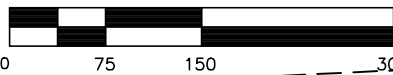
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

SEE SHEET 2 FOR TOPO DETAIL
SEE SHEET 3 FOR SETBACK AND EASEMENT DETAIL
SEE SHEET 4 FOR CURVE TABLE

SCALE: 1" = 150'



NOTE: NO FURTHER LAND DIVISION ALLOWED WITHOUT APPROVAL OF THE VILLAGE OF WILLIAMS BAY.

UTILITY ACCESS AND DRAINAGE EASEMENT

ZONING CLASS: P&I

BLOCK C
ASSESSOR'S
SUBDIVISION

BLOCK A
ASSESSOR'S
SUBDIVISION

CONSTANCE BLVD.

50.00' R/W
BY USAGE

LOT 1
TO ORDINARY
HIGH WATER
MARK
96,873 S.F.
2.22 AC.
TO MEANDER
LINE
94,267 S.F.
2.16 AC.

LOT 2
TO ORDINARY
HIGH WATER
MARK
86,622 S.F.
1.99 AC.
TO MEANDER
LINE
83,727 S.F.
1.92 AC.

LOT 3
TO ORDINARY
HIGH WATER
MARK
196,303 S.F.
4.51 AC.
TO MEANDER
LINE
194,022 S.F.
4.46 AC.

OUTLOT 1
CSM #4038
ZONING
CLASS: SF-2

FND CONC MON
W/ALUM CAP
S 1/4 CORNER
SEC 1-1-16
ELEV.=874.63

LOT 3
CSM #4038
ZONING
CLASS: SF-2

FRONTAGE
137 LF

FRONTAGE
135 LF

FRONTAGE
286 LF

569°00'14"W
284.05'

867.3

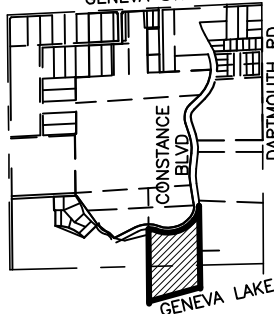
865.3(OHWM)
PUMP HOUSE
0.3' EAST

GENEVA LAKE

S81°38'12"W
136.27'
S79°03'22"W
135.25'

LOCATION MAP

SW. 1/4 SEC. 01-T01N-R16E
GENEVA ST.
DARTMOUTH RD



1"=2000'

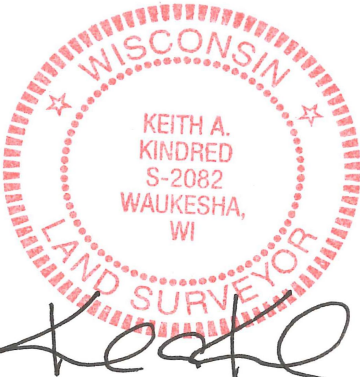
LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT

ANY LAND BELOW THE ORDINARY HIGH WATERMARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION

PER FEMA PANEL 55127C0308D, EFFECTIVE 10-2-2009 SITE IS IN ZONE X-AREA OF MINIMAL FLOOD HAZARD. PER THE FIS 55127CV000B REVISED 9-3-14, STILLWATER ELEVATION OF GENEVA LAKE IS 865.3(ADJUSTED TO NGVD29). THE ESTABLISHED ORDINARY HIGH WATER MARK (OHWM) OF GENEVA LAKE IS 865.3.

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 01-01-16 AS N88°39'43"E, VERTICAL DATUM NGVD 29.



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 1 OF 6

CERTIFIED SURVEY MAP NO.

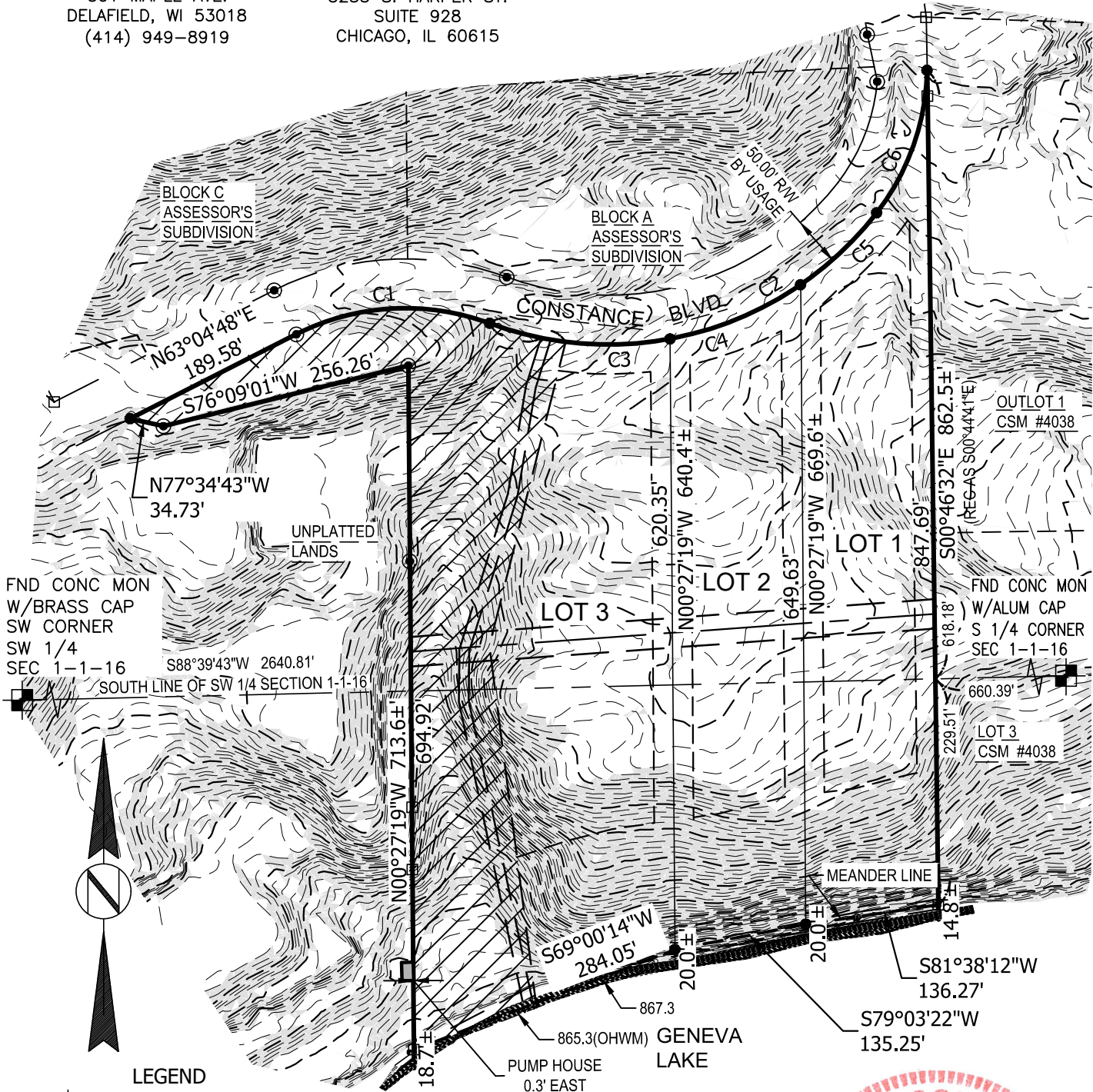
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SURVEYOR:

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SEH, INC.
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(414) 949-8919

SURVEY FOR:

UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615



LEGEND

— CONC. MON. W/ BRASS CAP FND.

— 1" IRON PIPE FOUND
(UNLESS OTHERWISE STATED)

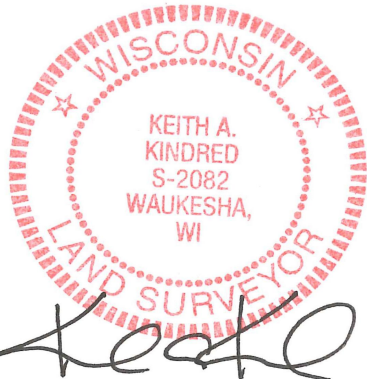
— 11/16" REBAR SET, 18" LONG,
WT. = 1.13 LBS./LIN. FT.

— FOUND CONCRETE MONUMENT

— AREAS OF SLOPES > 12%

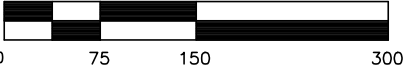
— UTILITY ACCESS AND DRAINAGE EASEMENT

NOTE: ALL LOTS SUBJECT TO 30'
WATERMAIN EASEMENT. LOCATION CAN
BE MODIFIED BY OWNER AS APPROVED BY
THE VILLAGE OF WILLIAMS BAY.



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SCALE: 1" = 150'



PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

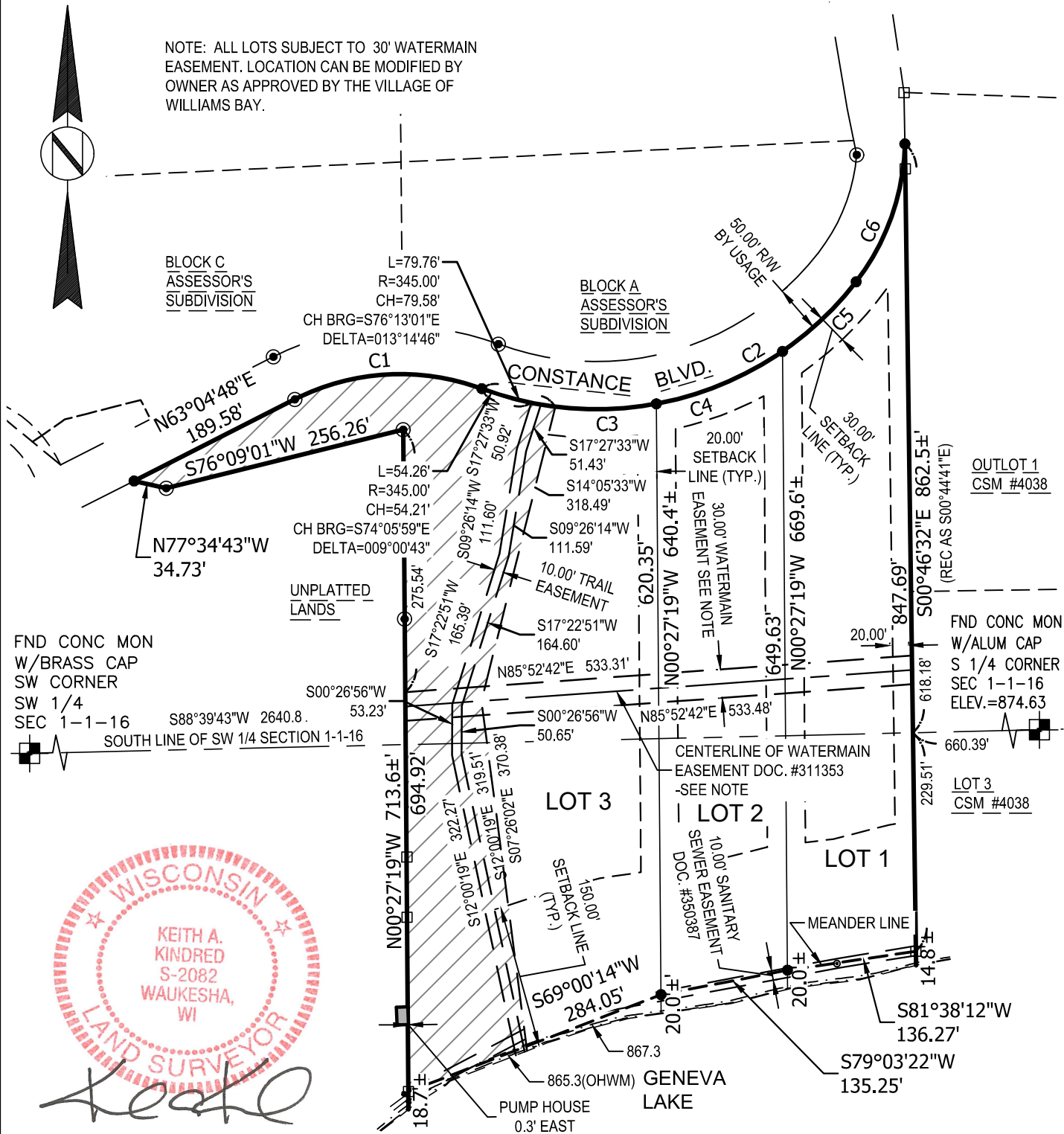
REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SHEET 2 OF 6

CERTIFIED SURVEY MAP NO.

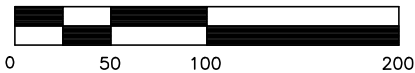
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

NOTE: ALL LOTS SUBJECT TO 30' WATERMAIN EASEMENT. LOCATION CAN BE MODIFIED BY OWNER AS APPROVED BY THE VILLAGE OF WILLIAMS BAY.



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SCALE: 1" = 100'



LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT
- UTILITY ACCESS AND DRAINAGE EASEMENT

SURVEYOR:
KEITH A. KINDRED,
PLS S-2082
SEH, INC.
501 MAPLE AVE.
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PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 6

University of Chicago May 14 Letter Attachments - Pg 10

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

That I have made such survey, land division and Certified Survey Map by the direction of the University of Chicago owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Williams Bay and Walworth County in surveying, dividing and mapping the same.

Dated this 2nd day of December, 2019.
Revised this 18th day of February, 2020.
Revised this 11th day of March, 2020.
Revised this 7th day of July, 2020.
Revised this 10th day of August, 2020.
Revised this 17th day of August, 2020.
Revised this 7th day of October, 2020.



Keith A Kindred, PLS 2082



Curve Table							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	245.00	47°17'24"	202.21	196.52	N86°45'40"E	S69°35'38"E	N63°06'58"E
C2	345.00	72°40'36"	437.61	408.86	N74°04'04"E	S69°35'38"E	N37°43'46"E
C3	345.00	30°55'20"	186.20	183.94	S85°03'18"E	S69°35'38"E	N79°29'02"E
C4	345.00	24°00'28"	144.55	143.51	N67°28'48"E	N79°29'02"E	N55°28'33"E
C5	345.00	17°44'48"	106.86	106.43	N46°36'10"E	N55°28'33"E	N37°43'46"E
C6	245.00	36°30'21"	156.10	153.47	N19°28'35"E	N37°43'46"E	N01°13'24"E

CERTIFIED SURVEY MAP NO. _____

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

As owner, University of Chicago, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1) VILLAGE OF WILLIAMS BAY

Date: _____ Signed: _____
_____ Member

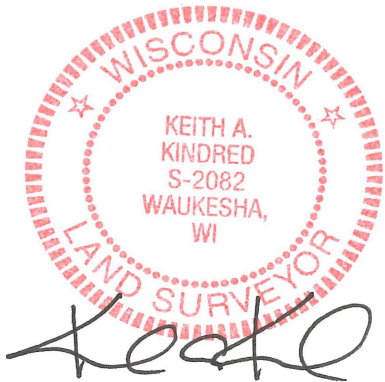
STATE OF _____)
_____ COUNTY) SS

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

Notary Public

_____ County, Wisconsin

My Commission Expires _____



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
William Duncan, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

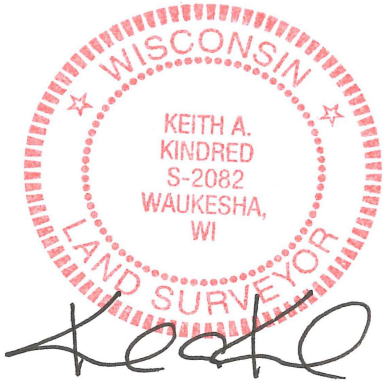
APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Williams Duncan, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk



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501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

APPENDIX E: SITE ASSESSMENT CHECKLIST

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(A) Land Resources. Does the project site involve any of the following:		
(1) Changes in relief and drainage patterns (Attach a topographical map showing, at a minimum, 2-foot contour intervals)	X	
(2) A landform or topographical feature including perennial streams		X
(3) A floodplain (If "yes," attach 2 copies of the 100-year floodplain limits.)	X	
(4) An area of soil instability (greater than 18% slopes and/or hydric of alluvial soils), as depicted in the applicable County Soils Survey	X (as to slopes, nonhydric)	
(5) An area of bedrock within six feet of the soil surface as depicted in the County Soils Survey or a more detailed source		X
(6) An area with groundwater table within five feet of the soil surface as described in the County Soils Survey or a more detailed source		X
(7) Areas of existing fill or grading		X
(8) An area with fractured bedrock within 10 feet of the soil surface as depicted in the County Soils Survey		X
(9) Prevention of future gravel extraction		X
(10) A drainageway with a tributary area of five or more acres		X
(11) Lot coverage of more than 50% impermeable surfaces		X
(12) Prime agricultural lands as depicted in the applicable County Soils Survey or adopted farmland preservation plans		X
(13) Wetlands as depicted on WisDNR wetland inventory maps or more detailed sources		X
(14) Environmental corridors, as mapped by the Village, County, or SEWRPC	X	
(B) Water Resources. Does the project site involve any of the following:		
(1) Location in an area traversed by a navigable stream, intermittent stream, or dry run		X
(2) Impact on the capacity of a stormwater storage system or flow of a waterway within one mile	To be determined in association with development by subsequent landowner	
(3) Existing drainage tile		X
(4) Lowering of water table by pumping or drainage		X
(5) Raising of water table by altered drainage		X
(6) Frontage on a lake, river, stream, or other navigable waterway	X	
(7) The use of septic systems for on-site waste disposal		X
(8) Existence or use of private wells		X
(C) Biological Resources. Does the project site involve any of the following:		
(1) Critical habitat for plants and animals of community interest or per WisDNR inventory:	To be determined in association with development by subsequent landowner	
(2) Endangered or rare plant or animal species per the WisDNR Wisconsin Natural Heritage Inventory:	same as above	
(3) Trees with a diameter of six or more inches at breast height outside of "mature woodlands" as defined in the subdivision ordinance (if yes, all trees of such size must be mapped)	X	
(4) Removal of over 40% of the trees on the site within a "mature woodland" as defined in the subdivision ordinance.		X

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(D) Human and Scientific Interest per State Historical Society Inventory. Does the project site involve any of the following:		
(1) An area of archeological interest included on the Wisconsin Archeological Site Inventory:		X
(2) An area of historical interest, including historic buildings or monuments listed on the State or National Register of Historic Places		X
(E) Energy, Transportation, Communications, and Community Facilities:		
(1) Would the development increase traffic flow on any arterial or collector street by more than 10% based upon the most recent traffic counts and trip generation rates provided by the Institute of Transportation Engineers?		X
(2) Is the land traversed by an existing or planned transportation facility, as shown on the Village's Official Map or in its Comprehensive Plan?		X
(3) Is the land identified on the Village's Official Map or in its Comprehensive Plan for new or expanded community facilities?		X
(4) Is the land within a highway noise impacted area (within 500 feet of an interstate or state or federal highway)?		X
(5) Is the land traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?		X
(F) Population:		
(1) Which public school service areas (elementary, middle, and high) are affected by the proposed development, and what are those schools' available capacities?: To be provided in association with development by subsequent landowner	Elementary: _____ Capacity: _____ Middle: _____ Capacity: _____ High: _____ Capacity: _____	
NOTES: 1. "Yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development. 2. The Plan Commission may waive the filing of a site assessment checklist for subdivisions of less than 5 acres total area.		

SUBDIVIDER AGREEMENT FOR FUTURE IMPROVEMENTS TO VILLAGE UTILITIES

THIS SUBDIVIDER AGREEMENT (the “Agreement”) is made as of this _____ day of _____, 2021, by and between the University of Chicago (the “Owner”) and the Village of Williams Bay (the “Village”) with reference to the following.

RECITALS

- A. Owner holds title to certain real property located in the Village, more particularly described on the attached Exhibit A (the “Property”);
- B. This Agreement is entered into as a Village requirement related to the Property being rezoned to reflect a large lot residential use (SF-2) and subdivided into three separate lots by way of CSM (each a “Lot”);
- C. Upon receipt of the foregoing rezone and subdivision approvals, the Owner intends to sell each Lot to a successor in interest restricted to construction of one (1) single family residence per Lot, which restriction shall be endorsed on any and all deeds conveying any Lot.
- D. Village water and sanitary sewer lines are presently on site at the Property and will allow for service to the Property, as depicted on Exhibit B;
- E. The Village has determined that certain improvements and enhancements to infrastructure, including replacement of the existing water main and rehabilitation of the sanitary sewer line, each as depicted on Exhibit B and as described on Exhibit C are or will be required in the near future to accommodate service needs at the Property (the “Water Main and Sanitary Sewer Improvements” or “Improvements”); and
- F. The Village requires the Owner to enter into this Agreement to ensure that the Water Main and Sanitary Sewer Improvements shall be implemented and constructed as part of development of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and exhibits referenced therein are hereby incorporated into and made a binding part of this Agreement.

2. Improvements to be Constructed. No sooner than sixty (60) days following the execution of this Agreement and in no event later than the Permit Issuance Date (as defined below), the Village shall direct its Village engineer and administrator to prepare the plans and specifications for the Water Main and Sanitary Sewer Improvements work and the form of contract and bond with sureties as is necessary to bid out one or more contracts in accordance with Sec.61.54 and 62.15 Wis. Stats (each “a Contract”). Upon development of the Property by any Owner, and not later than the date upon which the Village issues a building permit to initiate the construction of a single-family residence as described in Ordinance Section 15.07 on any Lot on the Property (“Permit Issuance Date”), the Village shall cause to be constructed the Water Main and Sanitary Sewer Main Improvements. The Village shall cause the planning, design and construction of the Improvements with due diligence and cause completion of the Improvements within nine (9) months from the issuance of the above-described building permit, subject to weather conditions and other factors outside the control of the Village.
3. Cost of Improvements. Upon completion of the Water Main and Sanitary Sewer Main Improvements, the Village shall invoice Owner for the direct third-party costs incurred by the Village for the work performed to construct the Improvements (“Special Charge”). The Special Charge will be allocated in equal amounts to each Lot. Owner shall, within thirty (30) days of receipt of the invoice, pay to Village the full amount of the Special Charge. If any such Owner does not pay the invoice within thirty (30) days of receipt of same, the Village is authorized to file a lien against the Lot(s) of such Owner for the unpaid amount of the invoice as a special charge pursuant to Wis. Stat. Sec. 66.0627 and no occupancy permit shall be issued to such Owner until the invoice is paid in full.
4. Approval by the Village. All work required under this Agreement shall be subject to inspection by the Village and its engineers and shall not be deemed complete nor accepted until the Village has reasonably determined that the work has been completed in a satisfactory manner.
5. Sanitary Sewer Main Easement. Upon the written request of the Village, Owner agrees to grant the Village a sanitary sewer main easement thirty (30) feet in width in the approximate location of the current ten (10) foot wide Easement for Sewer Main shown on Exhibit B. The legal description for the easement will be provided by the Village and the Village will prepare the easement for recording with the Walworth County Register of Deeds. Upon the granting of the easement, the Village and Owner agree to vacate the current Easement for Sewer Main recorded in the Walworth County Register of Deeds in Vol. 282, Page 485 as Doc #350387.
6. Tree Removal. Tree removal on any Lot shall be in accordance with applicable Village ordinances pertaining to the selective cutting of trees. As of the date of this Agreement, selective cutting, as described in Village Ordinance 18.0307 (D), is

limited to not more than thirty percent (30%) of the woodlands on the Lot as shown on the applicable tree survey for the Property, which is attached hereto as Exhibit D. The foregoing tree removal restrictions do not include tree removal caused or required by the Village for utility or easement purposes.

7. Owner's Warranty. The undersigned warrants to Village that Owner is the fee simple titleholder to the Property, the Property is not subject to any leases, and the signatory is fully authorized to execute this Agreement on behalf of the Owner.
8. Agreement Binding on Successors in Interest. The provisions of this Agreement are for the benefit of the Property as subdivided into Lots. For this reason, the terms of this Agreement shall bind successors in interest of the Owner and any burden imposed by such terms shall run with the Property, on a Lot-by-Lot basis. Upon the transfer of ownership of a given Lot to a successor in interest, the transferor of such Lot shall cease to have any liability under this Agreement.
9. Recordation. Upon execution, at the election of either the Village or the Owner, this Agreement may be recorded with the Register of Deeds for Walworth County.
10. Notices. All notices given pursuant to this Agreement shall be by personal service or sent by certified or registered mail, return receipt requested, with delivery restricted to addressee only. The date of delivery on the return receipt shall be conclusive upon all parties to this Agreement. All other notices, demands, requests, consents, approvals or communications that either party desires or is required by this Agreement to give to the other shall be in writing and either served personally or sent by prepaid, first-class mail. Notice mailed in this manner shall be conclusively deemed communicated within forty-eight (48) hours from time of mailing. Either party may change its address by notifying the other party in writing. Until notification of such change has been received, all notices sent under this Paragraph shall be addressed as follows:

Owner: University of Chicago
5801 S. Ellis Avenue, Suite 619
Chicago, IL 60637
Attn: Vice President and General Counsel

With a copy to:

Attorney Nicholas A. Egert
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Village: Village of Williams Bay
c/o Village Administrator
P.O. Box 580
Williams Bay, WI 53191

With a copy to:

Attorney Mark Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

11. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Wisconsin.
12. Severability. If any part, term, or provision of this Agreement is held by any court to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
13. Modification. This Agreement may be modified or amended only with the prior written consent of the parties. Such modifications and amendments shall be executed with the same formality as this Agreement, shall be recorded, and shall be interpreted as provided in this Agreement.
14. Release of Obligation. In the event this Agreement is recorded and upon performance of Owner's obligations under Section 3 of this Agreement, Village shall, if requested by Owner, execute, acknowledge and deliver a quitclaim deed, or like written recordable document, to Owner within thirty (30) days after performance and to execute, acknowledge and deliver any other documents required by any title company to remove any cloud of title or exception to title coverage on the applicable Lot arising from this Agreement.
15. Effective Date. This Agreement shall become effective on the date of execution, which shall be deemed to be the date first written above.

IN WITNESS WHEREOF, the parties have executed this Subdivider Agreement as of the date first written above.

University of Chicago:

By: _____
Tracy G. McCabe, Associate Vice President

Village of Williams Bay:

By: _____
William Duncan, President

ATTEST:

Jackelyn Pankau, Village Clerk

Exhibit A
Legal Description of Property

Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

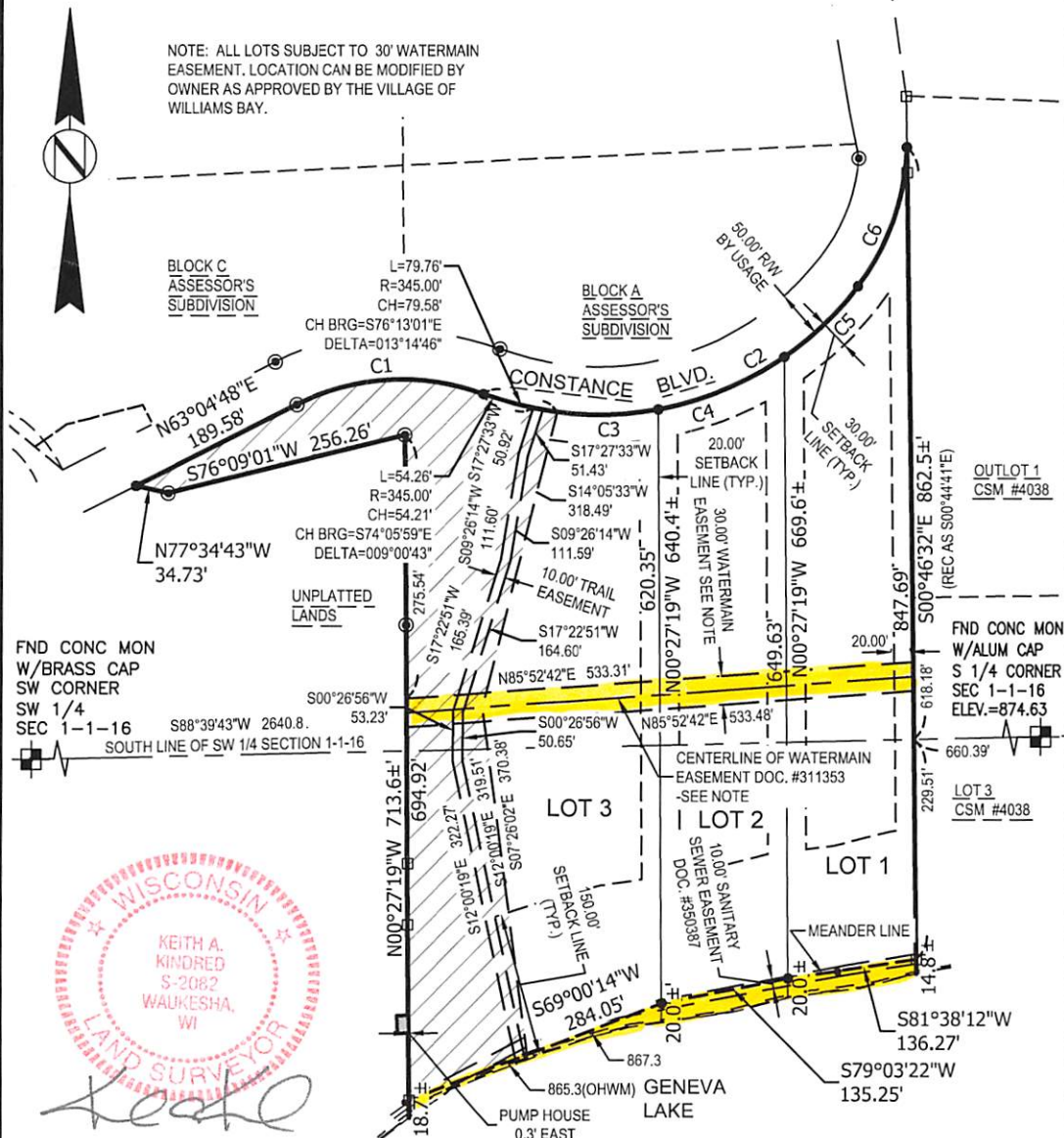
Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

CERTIFIED SURVEY MAP NO.

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

NOTE: ALL LOTS SUBJECT TO 30' WATERMAIN EASEMENT. LOCATION CAN BE MODIFIED BY OWNER AS APPROVED BY THE VILLAGE OF WILLIAMS BAY.



FND CONC MON
W/BRASS CAP
SW CORNER
SW 1/4
SEC 1-1-16
+ A SOUTH

OUTLOT 1
CSM #4038

FND CONC MON
W/ALUM CAP
S 1/4 CORNER
SEC 1-1-16
ELEV.=874.63

LOT 3
CSM #4038

REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SCALE: 1" = 100'



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SURVEYOR:
KEITH A. KINDRED,
PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

SHEET 3 OF 6

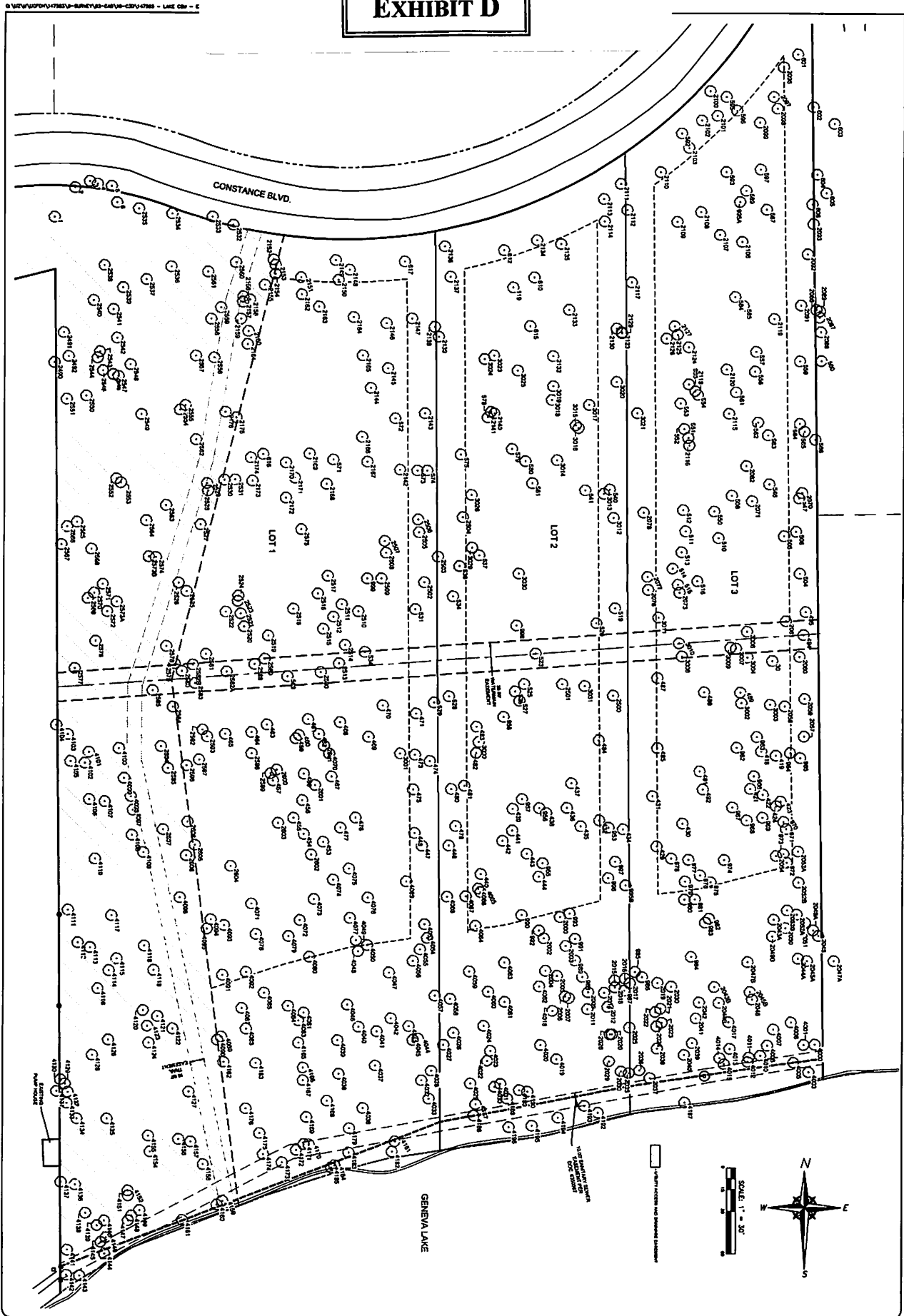
Exhibit C

As to the sanitary sewer main improvements, required construction entails first televising the existing sewer main to determine the scope of necessary construction improvements.

1. If the pipe does not have too many offset joints and/or other protrusions that would prevent the installation of a structural liner: Bypass pump, fix the pipe, and install a structural liner to restore the structural integrity of the pipe.
2. If the pipe has too many offset joints and protrusions to make the installation of the structural liner the lowest cost option: Bypass pump during the connections, install a new pipe within the same easement and abandon the existing pipe.

As to the water main improvements, required construction entails locating the existing water main, clearing trees from the easement area (solely to the extent necessary in the event horizontal directional boring is not feasible), and installing a new water main, and restoration of the project site.

EXHIBIT D



2

SHEET

TREE EXHIBIT



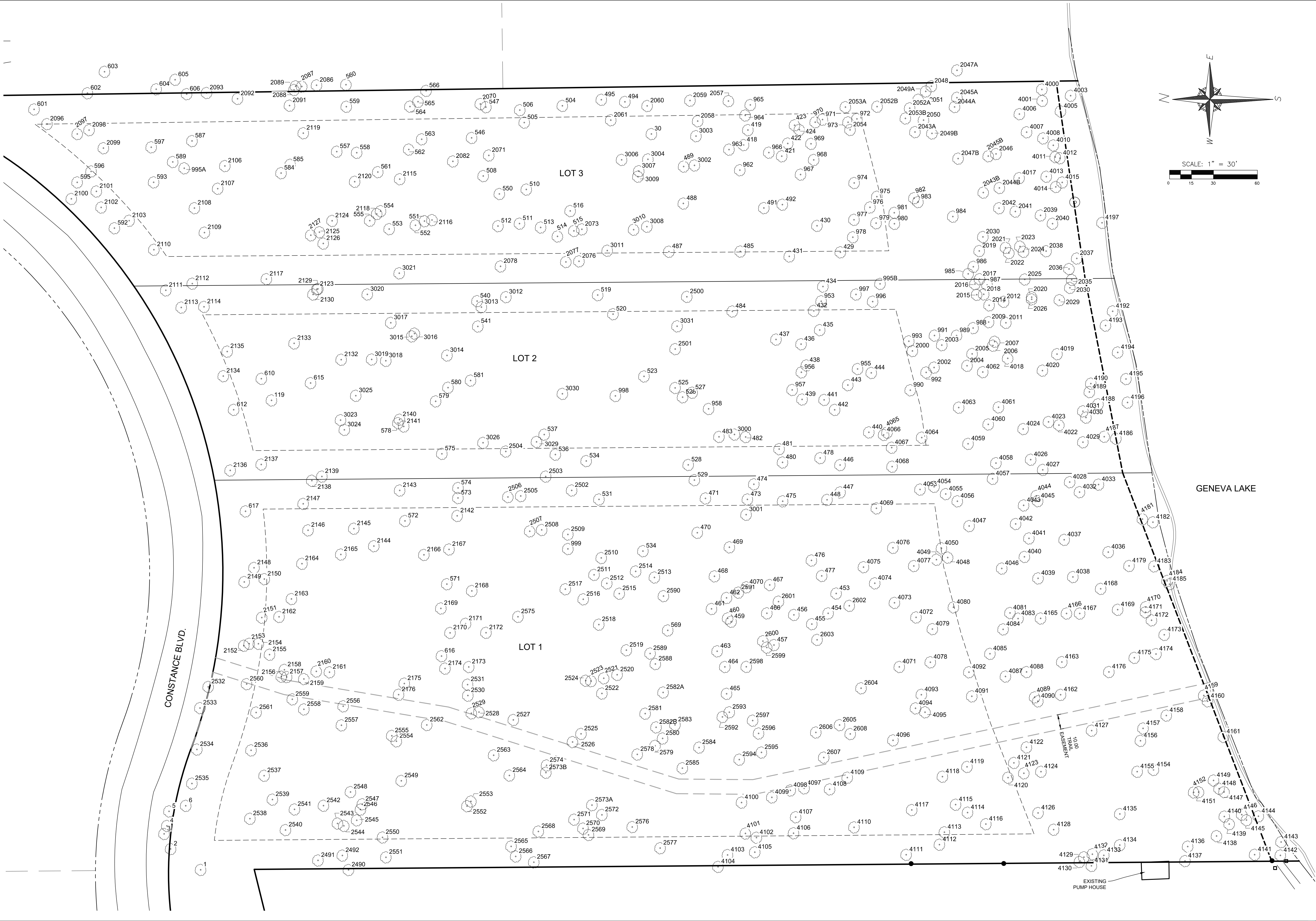
PHONE: 414.949.8882
201 MAPLE AVENUE
SCHAUMBURG, IL 60196-4331
WWW.SEHINC.COM

SEH FILE NO: 170201
PROJECT NO: 170201
ISSUE DATE: 7/2/2020
DESIGNED BY: DW
CHECKED BY:

NO	BY	DATE	REVISIONS
1	dw	7-4-2020	duplicate tag numbers resolved
2	dw	8-10-2020	added assessments

Tree Survey

G:\NZA\UOFCH\147585\9-SURVEY\92-CAD\10-C3D\147585 - LAKE CSM - EXHIBIT 2018.DWG



REVISIONS		DATE	BY	NO.
duplicate tag numbers resolved				
		7-6-2020	dw	1

UOFCH	SEH FILE NO.
147585	PROJECT NO.
7/2/2020	ISSUE DATE
DW	DRAWN BY:
---	DESIGNED BY:
KAK	CHECKED BY:



PHONE: 414.848.8882
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

TREE EXHIBIT

Location			Tree Number	Species	Common Name	Circumference	dBh	Notes
85563	210530.2	2389218	946.688	1	Quercus alba	White Oak	63	20
85558	210550.7	2389232	941.953	2	Quercus alba	White Oak	44	14
85559	210555.2	2389242	941.488	3	Acer rubrum	Red Maple	45	14
85560	210553.3	2389248	941.462	4	Juglans nigra	Black Walnut	19	6
85561	210551.8	2389258	941.086	5	Fraxinus pennsylvanica	Green Ash	32	10
85696	210159.4	2389713	920.527	418	Quercus alba	White Oak	43	14
85695	210156.5	2389723	919.98	419	Quercus alba	White Oak	68	22
85688	210133.4	2389705	920.03	421	Quercus rubra	Red Oak	57	18
85689	210129.3	2389714	919.461	422	Quercus rubra	Red Oak	65	21
85691	210124.6	2389726	918.602	423	Quercus rubra	Red Oak	53	17
85690	210121.3	2389723	918.673	424	Quercus rubra	Red Oak	58	18
86141	210076.8	2389462	923.153	448	Quercus alba	White Oak	48	15
85609	210093.3	2389639	921.264	429	Carya ovata	Shagbark Hickory	39	12
85685	210109.3	2389657	920.995	430	Quercus alba	White Oak	80	25
85608	210128.2	2389637	922.662	431	Quercus rubra	Red Oak	68	22
85606	210111.5	2389599	923.257	432	Quercus alba	White Oak	61	19
85607	210105.2	2389616	922.616	434	Carya ovata	Shagbark Hickory	52	17
85605	210107.4	2389586	923.996	435	Carya ovata	Shagbark Hickory	61	19
85604	210120.2	2389577	924.637	436	Quercus macrocarpa	Burr Oak	65	21
85603	210137.3	2389580	924.855	437	Quercus alba	White Oak	91	29
85638	210116.5	2389562	924.667	438	Quercus macrocarpa	Burr Oak	80	25
85637	210119.5	2389539	925.05	439	Quercus rubra	Red Oak	89	28
85632	210073.9	2389516	922.298	440	Quercus rubra	Red Oak	57	18
85636	210104.4	2389539	924.488	441	Quercus alba	White Oak	37	12
85635	210097.2	2389532	924.145	442	Quercus rubra	Red Oak	86	27
85634	210088.2	2389549	923.777	443	Quercus rubra	Red Oak	65	21
85633	210072.2	2389557	923.034	444	Quercus alba	White Oak	115	37
85631	210093.5	2389494	923.919	446	Quercus rubra	Red Oak	62	20
85622	210093.5	2389475	923.481	447	Quercus alba	White Oak	65	21
85623	210102.4	2389470	922.436	448	Quercus alba	White Oak	64	20
85619	210096.2	2389406	919.642	453	Quercus rubra	Red Oak	65	21
85618	210101.7	2389393	919.564	454	Quercus rubra	Red Oak	59	19
85617	210112.8	2389385	920.457	455	Quercus rubra	Red Oak	58	18
85616	210125.1	2389392	922.71	456	Quercus rubra	Red Oak	59	19
85646	210138.7	2389371	924.19	457	Quercus alba	White Oak	64	20
85651	210167.9	2389387	924.423	459	Quercus rubra	Red Oak	58	18
85650	210170.3	2389389	924.218	460	Quercus alba	White Oak	35	11
85649	210181.3	2389396	923.028	461	Quercus alba	White Oak	51	16
85648	210171.1	2389403	923.726	462	Quercus rubra	Red Oak	66	21
85643	210177.5	2389367	922.913	463	Quercus rubra	Red Oak	61	19
85644	210172.2	2389356	922.428	464	Quercus rubra	Red Oak	54	17
85645	210171	2389338	919.41	465	Quercus rubra	Red Oak	53	17
85647	210143.5	2389393	923.972	466	Quercus rubra	Red Oak	82	26
85615	210141.6	2389412	923.147	467	Quercus rubra	Red Oak	58	18
85614	210179.3	2389418	923.47	468	Quercus alba	White Oak	42	13
85613	210169.1	2389438	924.006	469	Quercus macrocarpa	Burr Oak	75	24
85639	210191	2389448	923.386	470	Quercus alba	White Oak	57	18
85612	210185.5	2389471	924.428	471	Carya ovata	Shagbark Hickory	46	15
85625	210156.8	2389471	924.513	473	Quercus macrocarpa	Burr Oak	65	21
85626	210152.4	2389481	924.668	474	Quercus macrocarpa	Burr Oak	65	21
85624	210132.7	2389469	922.403	475	Quercus macrocarpa	Burr Oak	85	27
85621	210113.1	2389429	921.676	476	Quercus rubra	Red Oak	54	17
85620	210106.1	2389418	920.876	477	Quercus rubra	Red Oak	62	20
85630	210107.1	2389499	924.256	478	Quercus rubra	Red Oak	65	21
85629	210132.8	2389496	924.776	480	Quercus macrocarpa	Burr Oak	69	22
85628	210135.1	2389505	925.263	481	Quercus macrocarpa	Burr Oak	82	26
85627	210158	2389513	925.949	482	Quercus alba	White Oak	57	18
85983	210176.2	2389513	925.963	483	Quercus rubra	Red Oak	64	20
85602	210167.1	2389599	924.496	484	Quercus alba	White Oak	66	21
85601	210161.7	2389640	923.636	485	Quercus rubra	Red Oak	82	26
85595	210210.4	2389640	925.085	487	Quercus rubra	Red Oak	89	28
86013	210200.4	2389698	924.392	489	Quercus macrocarpa	Burr Oak	85	27
85687	210145.6	2389670	922.11	491	Quercus rubra	Red Oak	84	27
85686	210132.9	2389672	922.032	492	Quercus rubra	Red Oak	72	23
85806	210240.5	2389742	924.726	494	Quercus rubra	Red Oak	87	28
85808	210256.6	2389744	923.846	495	Quercus alba	White Oak	63	20
85814	210283.2	2389739	921.46	504	Quercus rubra	Red Oak	49.5	16
85815	210309.2	2389728	921.189	505	Quercus rubra	Red Oak	72	23
85792	210312.3	2389736	921.14	506	Quercus rubra	Red Oak	72	23
85878	210337.2	2389691	924.143	508	Quercus rubra	Red Oak	45	14
85787	210307.8	2389682	924.944	510	Quercus rubra	Red Oak	69	22
85600	210312.4	2389659	926.564	511	Quercus rubra	Red Oak	74	24

85785	210327.2	2389657	926.728	512	Quercus rubra	Red Oak	90	29	
85599	210298	2389656	927.652	513	Quercus rubra	Red Oak	78	25	
85598	210286.5	2389650	928.148	514	Quercus rubra	Red Oak	54	17	
85597	210275.3	2389654	927.616	515	Quercus rubra	Red Oak	144	46	
85596	210277.8	2389668	926.277	516	Quercus rubra	Red Oak	120	38	
85589	210259	2389610	928.128	519	Quercus alba	White Oak	60	19	
85588	210248.6	2389597	927.82	520	Quercus alba	White Oak	114	36	
85590	210227.4	2389555	927.886	523	Quercus alba	White Oak	63	20	
85592	210206.2	2389547	927.578	525	Quercus rubra	Red Oak	79	25	
85593	210201.1	2389540	927.12	526	Quercus alba	White Oak	56	18	
85594	210194.5	2389544	927.259	527	Quercus alba	White Oak	60	19	
85610	210197.2	2389494	924.813	528	Quercus rubra	Red Oak	87	28	
85611	210193	2389484	924.338	529	Quercus alba	White Oak	66	21	
85573	210258.2	2389471	925.548	531	Quercus rubra	Red Oak	76	24	
85574	210266.9	2389497	928.436	534	Quercus alba	White Oak	84	27	
85882	210401.4	2389655	924.71	535	Quercus macrocarpa	Burr Oak	72	23	
85575	210288	2389501	930.24	536	Quercus alba	White Oak	65	21	
85576	210295.6	2389515	931.173	537	Quercus rubra	Red Oak	72	23	
85584	210340.9	2389589	932.294	541	Quercus alba	White Oak	56	18	
85789	210345.2	2389718	919.056	546	Quercus rubra	Red Oak	72	23	
85791	210335.4	2389739	918.177	547	Quercus rubra	Red Oak	84	27	
85784	210326.2	2389679	924.839	550	Quercus rubra	Red Oak	81	26	
85880	210377.3	2389661	927.471	551	Quercus rubra	Red Oak	108	34	
85906	210383.5	2389658	927.499	552	Quercus rubra	Red Oak	84	27	
85869	210414.7	2389661	922.096	555	Quercus rubra	Red Oak	108	34	
85873	210437.3	2389708	917.769	557	Juglans nigra	Black Walnut	43	14	
85874	210423.6	2389707	917.611	558	Quercus alba	White Oak	51	16	
85794	210431	2389754	915.592	560	Quercus rubra	Red Oak	68	22	
85875	210409.2	2389694	919.299	561	Quercus rubra	Red Oak	96	31	
85877	210388.1	2389710	917.965	562	Quercus rubra	Red Oak	76	24	
85779	210379.3	2389717	917.396	563	Quercus rubra	Red Oak	55.5	18	
85776	210387.3	2389739	914.799	564	Quercus alba	White Oak	50	16	
85777	210381.8	2389742	914.739	565	Quercus rubra	Red Oak	65	21	
85778	210376.2	2389750	914.023	566	Quercus rubra	Red Oak	82	26	
85640	210211.2	2389381	921.38	569	Quercus alba	White Oak	62	20	
85571	210362.1	2389413	933.07	571	Quercus rubra	Red Oak	72	23	
85570	210390.7	2389456	935.18	572	Quercus rubra	Red Oak	84	27	
85577	210354.5	2389472	933.78	573	Quercus alba	White Oak	67	21	
85578	210354.4	2389478	933.823	574	Quercus alba	White Oak	63	20	2 trunks
85579	210365.5	2389502	935.772	575	Quercus rubra	Red Oak	123	39	
85580	210395.5	2389523	934.772	2050	Tilia americana	Basswood	55	18	
85581	210369.7	2389538	935.131	579	Quercus alba	White Oak	54	17	
85583	210361.3	2389547	934.45	580	Carya ovata	Shagbark Hickory	36	11	
85582	210345.9	2389552	933.815	581	Quercus rubra	Red Oak	89	28	
85825	210475.3	2389693	918.884	584	Quercus rubra	Red Oak	27	9	
85826	210536.1	2389715	922.32	587	Quercus rubra	Red Oak	67	21	
85828	210549.3	2389701	924.055	589	Quercus rubra	Red Oak	75	24	
85838	210589.1	2389656	927.111	592	Quercus rubra	Red Oak	90	29	
505	210562.3	2389687	0	593	Quercus rubra	Red Oak	72	23	
85842	210614.5	2389687	928.331	595	Quercus alba	White Oak	75	24	
85843	210605	2389695	927.159	596	Quercus alba	White Oak	62	20	
85829	210564	2389711	923.979	597	Quercus alba	White Oak	156	50	
85848	210644	2389737	928.647	601	Quercus rubra	Red Oak	96	31	
85834	210607.5	2389748	926.9	602	Quercus rubra	Red Oak	99	32	
85835	210595.9	2389763	928.253	603	Quercus alba	White Oak	47	15	
85831	210560.6	2389751	926.452	604	Quercus rubra	Red Oak	72	23	2trunks
85832	210547.6	2389757	926.259	605	Quercus rubra	Red Oak	144	46	2trunks
85833	210539.8	2389747	925.155	606	Quercus rubra	Red Oak	79	25	
85899	210488.7	2389553	928.542	610	Quercus rubra	Red Oak	72	23	
85887	210507.7	2389532	930.3	612	Quercus rubra	Red Oak	98	31	
85897	210455.1	2389550	927.262	615	Quercus alba	White Oak	63	20	
85567	210365.7	2389364	926.72	616	Acer platanoides	Norway Maple	97	31	2 trunks
85708	210106.4	2389606	922.917	953	Tilia americana	Basswood	24	8	
85706	210081.6	2389560	923.357	955	Ulmus americana	American Elm	36	11	2trunks
85705	210119.9	2389557	924.968	956	Ulmus americana	American Elm	30	10	2trunks
85704	210126.2	2389545	925.364	957	Quercus alba	White Oak	46	15	
85703	210183.3	2389532	926.746	958	Quercus rubra	Red Oak	24	8	
85697	210169.4	2389710	921.327	963	Prunus serotina	Black Cherry	22	7	
85694	210158.3	2389733	919.037	964	Prunus serotina	Black Cherry	37	12	
85693	210154.8	2389740	918.38	965	Quercus macrocarpa	Burr Oak	62	20	
85692	210142.2	2389707	918.873	966	Quercus alba	White Oak	58	18	
85684	210120.5	2389693	919.988	967	Prunus serotina	Black Cherry	20	6	
85683	210111.5	2389703	919.853	968	Quercus rubra	Red Oak	60	19	

85682	210113.4	2389713	918.997	969	Quercus rubra	Red Oak	60	19	
85681	210110.5	2389728	917.787	970	Quercus rubra	Red Oak	84	27	
85680	210105.5	2389730	917.519	971	Acer platanoides	Norway Maple	22	7	
85679	210082	2389730	916.799	972	Quercus macrocarpa	Burr Oak	54	17	
85678	210088.1	2389728	916.915	973	Quercus alba	White Oak	51.5	16	
85677	210083.9	2389687	918.181	974	Quercus rubra	Red Oak	129	41	
85676	210068.4	2389677	917.026	975	Quercus alba	White Oak	82	26	Double trunk
85675	210073.1	2389670	917.81	976	Quercus rubra	Red Oak	72	23	Double trunks
85674	210084	2389662	919.626	977	Quercus alba	White Oak	55	18	
85673	210084.8	2389650	920.096	978	Tilia americana	Basswood	40	13	
85672	210068.9	2389659	917.801	979	Quercus rubra	Red Oak	58	18	
85671	210056.4	2389659	916.734	980	Quercus rubra	Red Oak	56	18	
85670	210056.5	2389666	916.293	981	Carya ovata	Shagbark Hickory	42	13	
85669	210043	2389676	914.512	982	Carya ovata	Shagbark Hickory	33	11	
85668	210040.3	2389674	914.436	983	Carya ovata	Shagbark Hickory	69	22	
85667	210016.5	2389664	911.098	984	Quercus alba	White Oak	58	18	
85666	210006	2389625	911.201	985	Ulmus americana	American Elm	23	7	
85665	210002.5	2389630	910.48	986	Quercus alba	White Oak	76	24	
85664	209993.1	2389617	907.908	987	Quercus alba	White Oak	42	13	
85663	210002.7	2389588	909.525	988	Quercus alba	White Oak	64	20	
85662	210014	2389582	912.582	989	Quercus rubra	Red Oak	48	15	Double trunk
85661	210045.6	2389545	917.154	990	Carya ovata	Shagbark Hickory	47	15	
85660	210029.1	2389583	915.282	991	Quercus rubra	Red Oak	29	9	
85659	210034.7	2389557	916.133	992	Quercus macrocarpa	Burr Oak	125	40	
85658	210046.6	2389579	919.155	993	Carya ovata	Shagbark Hickory	48	15	4trunks
85656	210066.2	2389618	920.366	995A	Carya ovata	Shagbark Hickory	128	41	
85827	210541.4	2389697	923.121	995B	Carya ovata	Shagbark Hickory	157	50	3 trunks
85655	210071.3	2389606	921.154	996	Quercus rubra	Red Oak	84	27	Double trunk
85654	210082.7	2389611	922.051	997	Carya ovata	Shagbark Hickory	47	15	
85587	210247	2389541	927.059	998	Quercus alba	White Oak	36	11	
85572	210279.4	2389437	928.763	999	Quercus rubra	Red Oak	84	27	
85711	210044.1	2389572	918.814	2000	Ulmus americana	American Elm	21	7	
85712	210029.3	2389561	915.047	2002	Ulmus americana	American Elm	38	12	
85713	210024.1	2389576	914.467	2003	Prunus serotina	Black Cherry	18	6	
85714	210006.8	2389562	910.322	2004	Ulmus americana	American Elm	19	6	
85716	210003.3	2389570	910.12	2005	Quercus alba	White Oak	43	14	
85717	209989.2	2389576	907.094	2006	Carya ovata	Shagbark Hickory	35	11	
85718	209988	2389578	907.017	2007	Quercus alba	White Oak	66	21	
85720	209992.1	2389592	907.275	2009	Ulmus americana	American Elm	21	7	
85722	209980.3	2389591	904.759	2011	Ulmus americana	American Elm	21.5	7	
85723	209991.7	2389603	907.203	2014	Ulmus americana	American Elm	51	16	
85724	210000.2	2389610	909.261	2015	Ulmus americana	American Elm	18	6	
85725	210001.5	2389618	909.398	2016	Ulmus americana	American Elm	20.5	7	
85726	209998.3	2389621	908.926	2017	Ulmus americana	American Elm	26.5	8	2trunks
504	209995.4	2389611	0	2018	Ulmus americana	American Elm	77	25	
85739	209998.5	2389640	909.271	2019	Carya ovata	Shagbark Hickory	35	11	
85728	209962.7	2389607	898.705	2020	Prunus serotina	Black Cherry	29	9	
85737	209980.5	2389643	905.141	2021	Populus grandidentata	Big Tooth Aspen	38	12	
85736	209978.3	2389639	904.313	2022	Ulmus americana	American Elm	20.5	7	3 trunk
85734	209968.3	2389640	900.742	2024	Populus grandidentata	Big Tooth Aspen	48	15	
85733	209967.4	2389621	899.554	2025	Quercus macrocarpa	Burr Oak	19	6	
503	209962.7	2389609	0	2026	Ulmus americana	American Elm	87	28	
85731	209943.7	2389607	892.387	2029	Quercus alba	White Oak	67	21	
85741	209935.3	2389621	884.915	2035	Ulmus americana	American Elm	33	11	
85743	209937.2	2389628	884.901	2036	Tilia americana	Basswood	114	36	
85744	209931.9	2389635	882.19	2037	Tilia americana	Basswood	62	20	2 trunks
85745	209952.8	2389640	894.265	2038	Populus grandidentata	Big Tooth Aspen	34	11	3trunks
85747	209956.6	2389665	892.37	2039	Populus grandidentata	Big Tooth Aspen	34	11	
85746	209948.4	2389659	888.965	2040	Populus grandidentata	Big Tooth Aspen	46	15	4trunks
85750	209973.8	2389667	899.293	2041	Carya ovata	Shagbark Hickory	120	38	
85751	209985	2389670	902.67	2042	Carya ovata	Shagbark Hickory	24	8	
85752	209995.7	2389680	904.387	2043	Tilia americana	Basswood	85	27	
85753	209984.7	2389683	901.267	2044B	Tilia americana	Basswood	45	14	
85766	210794.2	2391634	905.04	2044A	Ulmus americana	American Elm	54	17	2trunks
85754	209992.3	2389705	900.942	2045B	Tilia americana	Basswood	103	33	
85767	210792	2391640	904.983	2045A	Quercus macrocarpa	Burr Oak	34	11	
85755	209987	2389707	899.187	2046	Carya ovata	Shagbark Hickory	39	12	2trunks
85756	210012.9	2389703	906.695	2047B	Tilia americana	Basswood	132	42	4 turnks
85768	210013.7	2389764	903.892	2047A	Quercus rubra	Red Oak	65	21	
85764	210031.2	2389753	908.022	2048	Quercus rubra	Red Oak	57	18	
85765	211061.5	2391523	907.992	2049B	Quercus rubra	Red Oak	51	16	
85758	210030.8	2389721	910.499	2049A	Ulmus americana	American Elm	44	14	
85759	210036.5	2389730	911.056	2050	Tilia americana	Basswood	55	18	

85763	210040.2	2389744	910.639	2051	Quercus alba	White Oak	64	20	
85762	210046	2389738	911.629	2052A	Tilia americana	Basswood	31	10	2 trunks
85769	210068.3	2389739	914.221	2052B	Ulmus americana	American Elm	23	7	2trunks
85761	210048.9	2389731	911.635	2053B	Tilia americana	Basswood	24	8	
85770	210089.9	2389739	916.545	2053A	Acer platanoides	Norway Maple	35	11	
85802	210169.8	2389743	919.652	2057	Quercus alba	White Oak	55	18	
85803	210192.1	2389726	921.559	2058	Acer platanoides	Norway Maple	19	6	
85804	210195.8	2389744	922.196	2059	Juglans nigra	Black Walnut	37	12	
85807	210250.1	2389730	924.593	2061	Acer platanoides	Norway Maple	96	31	
85790	210339.2	2389741	916.927	2071	Acer platanoides	Norway Maple	39	12	
85920	210269.9	2389655	926.921	2073	Quercus alba	White Oak	48	15	
85919	210271.8	2389633	927.916	2076	Quercus alba	White Oak	46	15	
85918	210280.8	2389633	928.182	2077	Quercus alba	White Oak	50	16	
85917	210325.4	2389630	928.637	2078	Quercus alba	White Oak	96	31	
85780	210358	2389701	920.493	2082	Quercus rubra	Red Oak	65	21	
85793	210427.7	2389751	915.391	2085	Acer platanoides	Norway Maple	78	25	
85795	210451.1	2389753	916.119	2086	Juglans nigra	Black Walnut	56	18	
85796	210461.1	2389753	916.511	2087	Acer platanoides	Norway Maple	68	22	
85797	210465.4	2389753	916.287	2089	Acer platanoides	Norway Maple	29	9	2trunks
85799	210468	2389739	915.983	2091	Quercus rubra	Red Oak	103	33	
85817	210505.3	2389744	918.942	2092	Acer platanoides	Norway Maple	22	7	
85846	210614.5	2389720	926.824	2097	Tilia americana	Basswood	55	18	
85845	210606.4	2389723	926.235	2098	Acer platanoides	Norway Maple	27	9	2 trunks
85844	210596.6	2389711	926.086	2099	Quercus alba	White Oak	38	12	
85841	210618.5	2389676	929.104	2100	Acer platanoides	Norway Maple	47	15	2 trunks
85840	210601.4	2389681	926.964	2101	Acer platanoides	Norway Maple	20	6	
85839	210598.1	2389670	927.469	2102	Acer platanoides	Norway Maple	22	7	
85837	210579.1	2389661	926.707	2103	Acer platanoides	Norway Maple	39	12	
85821	210535	2389703	922.056	2105	Quercus rubra	Red Oak	90	29	
85819	210513.7	2389698	920.294	2106	Acer platanoides	Norway Maple	34	11	
85823	210533.6	2389669	924.044	2108	Quercus alba	White Oak	28	9	
85824	210526.2	2389654	923.997	2109	Acer platanoides	Norway Maple	42	13	
85852	210554	2389613	927.555	2111	Fraxinus pennsylvanica	Green Ash	34.5	11	
85853	210535.9	2389618	927.151	2112	Quercus rubra	Red Oak	104	33	
85851	210543.4	2389602	927.674	2113	Quercus alba	White Oak	104	33	
85876	210394.3	2389689	921.449	2115	Quercus rubra	Red Oak	78	25	
85879	210372.2	2389661	928.168	2116	Acer platanoides	Norway Maple	36	11	2trunks
85870	210410	2389666	922.4	2118	Acer platanoides	Norway Maple	22	7	
85872	210425	2389688	919.413	2120	Fraxinus pennsylvanica	Green Ash	21	7	
85868	210440.4	2389661	920.319	2124	Carya ovata	Shagbark Hickory	18	6	
85866	210449.1	2389653	920.83	2125	Quercus rubra	Red Oak	72	23	
85867	210446.5	2389645	921.002	2126	Juglans nigra	Black Walnut	22	7	
85865	210455	2389651	921.05	2127	Acer platanoides	Norway Maple	47	15	
85903	210450.1	2389614	922.959	2129	Fraxinus pennsylvanica	Green Ash	32	10	
85912	210434.2	2389566	925.864	2132	Acer platanoides	Norway Maple	43	14	
85900	210466.4	2389577	926.491	2133	Quercus alba	White Oak	62	20	
85885	210514.7	2389555	928.654	2134	Fraxinus pennsylvanica	Green Ash	36	11	
85886	210512.1	2389572	928.276	2135	Quercus alba	White Oak	61	19	
85889	210510	2389490	932.679	2136	Juglans nigra	Black Walnut	40	13	
85888	210488.8	2389494	931.745	2137	Juglans nigra	Black Walnut	23	7	
85892	210454.3	2389483	930.128	2138	Juglans nigra	Black Walnut	45	14	
85893	210447.4	2389486	929.341	2139	Carya ovata	Shagbark Hickory	36	11	
85924	210394.4	2389525	934.694	2140	Quercus rubra	Red Oak	110	35	
85923	210391.5	2389520	934.827	2141	Quercus rubra	Red Oak	77	25	
85933	210355	2389459	933.252	2142	Juglans nigra	Black Walnut	24	8	
85926	210394.3	2389477	934.239	2143	Juglans nigra	Black Walnut	35	11	
85930	210411.9	2389439	931.241	2144	Fraxinus pennsylvanica	Green Ash	22	7	
85935	210425.6	2389451	930.489	2145	Prunus serotina	Black Cherry	28	9	
85936	210456.9	2389450	931.624	2146	Prunus serotina	Black Cherry	25	8	
85891	210460.2	2389468	931.538	2147	Carya ovata	Shagbark Hickory	22	7	
85939	210493.7	2389424	936.105	2148	Fraxinus pennsylvanica	Green Ash	23	7	
85940	210500.4	2389414	936.687	2149	Prunus serotina	Black Cherry	30	10	
85941	210486.7	2389416	935.473	2150	Acer platanoides	Norway Maple	28	9	
85942	210488.5	2389390	936.3	2151	Gleditsia triacanthos	Honey Locust	55	18	
85943	210500.7	2389371	937.372	2152	Gleditsia triacanthos	Honey Locust	61	19	
85944	210497	2389372	937.03	2153	Gleditsia triacanthos	Honey Locust	63	20	
85945	210490.8	2389372	936.688	2154	Gleditsia triacanthos	Honey Locust	59	19	
85946	210483.2	2389365	936.215	2155	Gleditsia triacanthos	Honey Locust	64	20	
85949	210475.1	2389350	934.029	2156	Gleditsia triacanthos	Honey Locust	48	15	
85948	210471.5	2389349	934.017	2157	Gleditsia triacanthos	Honey Locust	39	12	
85947	210473	2389354	933.731	2158	Gleditsia triacanthos	Honey Locust	29	9	
85950	210459.7	2389348	929.577	2159	Gleditsia triacanthos	Honey Locust	47	15	
85951	210451.2	2389353	929.759	2160	Gleditsia triacanthos	Honey Locust	30	10	

85952	210442.2	2389353	929.014	2161	Populus deltoides	Cottonwood	105	33
85953	210476.7	2389390	935.079	2162	Prunus serotina	Black Cherry	33	11
85954	210468.2	2389403	934.2	2163	Fraxinus pennsylvanica	Green Ash	59	19
85938	210461	2389427	932.953	2164	Prunus serotina	Black Cherry	29	9
85937	210434.5	2389433	931.354	2165	Quercus alba	White Oak	28	9
85931	210377.7	2389433	935.213	2166	Fraxinus pennsylvanica	Green Ash	45	14
85932	210360.6	2389436	933.703	2167	Carya ovata	Shagbark Hickory	27	9
85980	210345	2389408	928.804	2168	Fraxinus pennsylvanica	Green Ash	26	8
85955	210366.1	2389396	931.67	2169	Juglans nigra	Black Walnut	33	11
85957	210359.9	2389379	928.857	2170	Juglans nigra	Black Walnut	23	7
85956	210349.3	2389386	927.685	2171	Tilia americana	Basswood	34	11
85979	210335.3	2389380	924.641	2172	Carya ovata	Shagbark Hickory	23	7
85961	210347.1	2389356	924.041	2173	Acer platanoides	Norway Maple	30	10
85960	210363.3	2389355	924.949	2174	Acer platanoides	Norway Maple	23	7
85959	210391.1	2389345	925.683	2175	Quercus alba	White Oak	65	21
85958	210395	2389337	925.078	2176	Prunus serotina	Black Cherry	29	9
86044	210429.2	2389218	929.533	2490	Gleditsia triacanthos	Honey Locust	48	15
86045	210450.1	2389224	931.364	2491	Gleditsia triacanthos	Honey Locust	51	16
86043	210433.4	2389227	928.859	2492	Gleditsia triacanthos	Honey Locust	53	17
86007	210198.2	2389609	925.634	2500	Quercus alba	White Oak	54	17
86009	210206.1	2389573	927.605	2501	Prunus serotina	Black Cherry	29	9
85999	210276.8	2389477	928.688	2502	Juglans nigra	Black Walnut	30	10
85998	210294.6	2389486	930.374	2503	Quercus rubra	Red Oak	55	18
86001	210321.8	2389503	932.193	2504	Carya ovata	Shagbark Hickory	24	8
85997	210311.6	2389473	931.456	2505	Quercus alba	White Oak	48	15
85996	210320.4	2389472	931.046	2506	Juglans nigra	Black Walnut	56	18
85995	210305.5	2389449	930.562	2507	Prunus serotina	Black Cherry	37	12
85994	210297.3	2389450	930.427	2508	Carya ovata	Shagbark Hickory	29	9
85993	210279.4	2389447	928.984	2509	Quercus alba	White Oak	46	15
85992	210256.6	2389431	925.868	2510	Quercus alba	White Oak	24	8
85991	210261.5	2389419	925.903	2511	Prunus serotina	Black Cherry	30	10
85990	210252.8	2389413	924.854	2512	Carya ovata	Shagbark Hickory	24	8
85987	210220.3	2389417	922.645	2513	Juglans nigra	Black Walnut	29	9
85988	210233.1	2389421	923.165	2514	Carya ovata	Shagbark Hickory	24	8
85976	210268.9	2389402	926.486	2516	Quercus alba	White Oak	49	16
85977	210281.2	2389409	927.83	2517	Tilia americana	Basswood	24	8
85975	210258.3	2389385	925.136	2518	Carya ovata	Shagbark Hickory	24	8
85974	210239.5	2389368	921.195	2519	Ulmus americana	American Elm	44	14
85973	210245.8	2389351	917.26	2520	Quercus rubra	Red Oak	84	27
85972	210254.9	2389348	917.938	2521	Quercus alba	White Oak	72	23
85969	210256.2	2389338	914.638	2522	Quercus rubra	Red Oak	96	31
85970	210263.6	2389347	915.994	2523	Quercus rubra	Red Oak	108	34
85971	210267.3	2389347	916.613	2524	Ulmus americana	American Elm	32	10
85968	210270.4	2389311	911.448	2525	Prunus serotina	Black Cherry	45	14
85967	210276.2	2389305	911.449	2526	Ulmus americana	American Elm	24	8
85966	210316.7	2389320	916.578	2527	Prunus serotina	Black Cherry	48	15
85965	210340.1	2389325	919.461	2528	Juglans nigra	Black Walnut	36	11
85964	210345.3	2389325	919.611	2529	Carya ovata	Shagbark Hickory	24	8
85963	210347.7	2389337	921.124	2530	Ulmus americana	American Elm	30	10
85962	210347.9	2389344	922.249	2531	Prunus serotina	Black Cherry	35	11
86051	210525	2389343	937.592	2532	Quercus alba	White Oak	30	10
86052	210530.7	2389328	937.966	2533	Quercus rubra	Red Oak	45	14
501	210532.8	2389300	0	2534	Quercus alba	White Oak	84	27
500	210536.2	2389277		2535	Acer platanoides	Norway Maple	30	10
86054	210495.8	2389299	942.047	2536	Quercus rubra	Red Oak	72	23
86055	210486.8	2389282	943.652	2537	Quercus macrocarpa	Burr Oak	95	30
86056	210496.6	2389253	947.263	2538	Carya ovata	Shagbark Hickory	56	18
86057	210481.2	2389266	944.308	2539	Acer negundo	Boxelder	35	11
86059	210472.3	2389245	943.504	2540	Juglans nigra	Black Walnut	41	13
86058	210466.1	2389259	940.857	2541	Juglans nigra	Black Walnut	46	15
86042	210446.3	2389261	929.818	2542	Gleditsia triacanthos	Honey Locust	45	14
86038	210436.7	2389249	927.433	2543	Gleditsia triacanthos	Honey Locust	52	17
86037	210432.4	2389248	927.568	2544	Gleditsia triacanthos	Honey Locust	36	11
86036	210423.6	2389251	926.082	2545	Gleditsia triacanthos	Honey Locust	48	15
86040	210421.1	2389259	925.422	2546	Gleditsia triacanthos	Honey Locust	65	21
86033	210393.2	2389278	923.175	2547	Juglans nigra	Black Walnut	39	12
86041	210427.9	2389271	926.589	2548	Fraxinus pennsylvanica	Green Ash	55	18
86039	210419.8	2389262	925.117	2549	Quercus rubra	Red Oak	126	40
86035	210406	2389240	924.819	2550	Ulmus americana	American Elm	35	11
86034	210403.7	2389226	925.41	2551	Ulmus americana	American Elm	54	17
86046	210348.3	2389261	918.404	2552	Acer platanoides	Norway Maple	58	18
86047	210345.6	2389264	917.851	2553	Acer platanoides	Norway Maple	53	17
86027	210396.5	2389305	922.138	2554	Acer platanoides	Norway Maple	48	15

86026	210399.7	2389309	922.595	2555	Acer platanoides	Norway Maple	42	13	
86028	210432.9	2389329	926.746	2556	Juglans nigra	Black Walnut	55	18	
86029	210434.1	2389316	925.388	2557	Ostrya virginiana	Ironwood	42	13	
86030	210459.7	2389327	928.902	2558	Juglans nigra	Black Walnut	32	10	
86031	210467.6	2389334	930.204	2559	Juglans nigra	Black Walnut	30	10	
85805	210225.3	2389739	924.17	2560	Quercus alba	White Oak	46	15	
86053	210492.3	2389325	935.327	2561	Quercus rubra	Red Oak	84	27	
86025	210375.8	2389317	921.202	2562	Acer platanoides	Norway Maple	31	10	
86049	210330.1	2389296	914.739	2563	Prunus serotina	Black Cherry	24	8	
86048	210319.4	2389282	913.828	2564	Fraxinus pennsylvanica	Green Ash	24	8	
86070	210318.2	2389234	918.475	2565	Acer platanoides	Norway Maple	36	11	
86069	210315	2389227	920.204	2566	Acer platanoides	Norway Maple	24	8	
86068	210302.7	2389223	922.284	2567	Ulmus americana	American Elm	48	15	
86071	210299.6	2389244	917.69	2568	Carya ovata	Shagbark Hickory	30	10	
86067	210265.3	2389241	915.452	2569	Juglans nigra	Black Walnut	28	9	
86065	210269.1	2389246	914.313	2570	Fraxinus americana	Green Ash	40	13	
86066	210275.2	2389252	914.79	2571	Acer platanoides	Norway Maple	24	8	
86064	210256.2	2389255	910.457	2572	Fraxinus pennsylvanica	Green Ash	30	10	
86061	210294.4	2389284	911.106	2573B	Juglans nigra	Black Walnut	36	11	
86063	210263	2389262	909.685	2573A	Prunus serotina	Black Cherry	35	11	
86062	210294	2389289	911.128	2574	Quercus alba	White Oak	84	27	
85978	210313.5	2389390	924.129	2575	Acer platanoides	Norway Maple	64	20	
86072	210235.4	2389247	910.234	2576	Fraxinus pennsylvanica	Green Ash	52	17	
86073	210216.4	2389232	909.013	2577	Juglans nigra	Black Walnut	41	13	
502	210232	2389296	0	2578	Juglans nigra	Black Walnut	35	11	
86146	210219.9	2389302	908.071	2579	Quercus rubra	Red Oak	98	31	
86147	210214.7	2389307	908.161	2580	Acer platanoides	Norway Maple	118	38	
86144	210226.6	2389324	911.237	2581	Quercus rubra	Red Oak	80	25	
86145	210219.2	2389315	910.657	2582	Quercus rubra	Red Oak	84	27	
86151	210214.4	2389339	914.109	2582A	Quercus rubra	Red Oak	68	22	2 trunks
86148	210206.3	2389317	909.47	2583B	Quercus rubra	Red Oak	63	20	
86149	210189.8	2389301	907.157	2584	Ulmus americana	American Elm	48	15	
86150	210201.2	2389287	903.936	2585	Tilia americana	Basswood	20	6	
86152	210219.7	2389358	916.788	2588	Quercus rubra	Red Oak	76	24	2 trunks
86153	210223.3	2389365	919.305	2589	Fraxinus pennsylvanica	Green Ash	24	8	
85986	210214.1	2389405	922.242	2590	Tilia americana	Basswood	24	8	
86154	210163	2389407	923.895	2591	Acer platanoides	Norway Maple	24	8	
86163	210173.9	2389322	915.35	2592	Acer platanoides	Norway Maple	32	10	
86162	210169.2	2389325	916.452	2593	Quercus rubra	Red Oak	84	27	
86167	210162.4	2389293	904.235	2594	Quercus rubra	Red Oak	89	28	
86166	210147.2	2389298	905.009	2595	Quercus rubra	Red Oak	74	24	
86165	210149.2	2389311	909.785	2596	Juglans nigra	Black Walnut	22	7	
86164	210153.2	2389320	913.827	2597	Quercus rubra	Red Oak	87	28	
86161	210157.6	2389356	923.178	2598	Quercus alba	White Oak	47	15	
86157	210143.6	2389369	924.43	2599	Carya ovata	Shagbark Hickory	32	10	
86156	210146.2	2389374	924.668	2600	Quercus alba	White Oak	36	11	
86158	210135.6	2389401	922.894	2601	Acer platanoides	Norway Maple	22	7	
86159	210087.2	2389398	918.088	2602	Quercus alba	White Oak	33	11	
86160	210109.2	2389375	919.442	2603	Quercus rubra	Red Oak	57	18	
86172	210079.2	2389342	906.035	2604	Quercus rubra	Red Oak	89	28	
86170	210093.9	2389317	900.753	2605	Quercus rubra	Red Oak	58	18	
86169	210110.1	2389311	902.499	2606	Quercus rubra	Red Oak	57	18	
86168	210104.7	2389294	896.404	2607	Acer platanoides	Norway Maple	36	11	
86171	210086.6	2389310	896.568	2608	Quercus rubra	Red Oak	49	16	
85989	210244.3	2389406	924.226	2609	Acer platanoides	Norway Maple	28	9	
85982	210165.7	2389515	926.183	3000	Acer platanoides	Norway Maple	24	8	
85984	210157.7	2389460	924.237	3001	Quercus alba	White Oak	60	19	
86012	210193	2389699	923.623	3002	Prunus serotina	Black Cherry	24	8	
86014	210191.9	2389719	923.13	3003	Quercus rubra	Red Oak	55	18	
86019	210224.8	2389703	925.325	3004	Quercus alba	White Oak	41	13	
86022	210242.7	2389703	925.524	3006	Quercus alba	White Oak	47	15	
86020	210231	2389695	925.308	3007	Acer platanoides	Norway Maple	30	10	
86006	210225.5	2389657	925.453	3008	Quercus alba	White Oak	63	20	
86021	210231.6	2389691	925.848	3009	Quercus alba	White Oak	100	32	
86005	210234.5	2389655	925.42	3010	Ulmus americana	American Elm	25	8	
86004	210252.5	2389641	926.596	3011	Quercus alba	White Oak	54	17	
85916	210321.7	2389609	930.373	3012	Quercus alba	White Oak	50	16	2trunks
85915	210338.5	2389602	931.208	3013	Carya ovata	Shagbark Hickory	45	14	2trunks
85913	210362	2389569	933.781	3014	Quercus alba	White Oak	47	15	
85907	210386	2389582	932.093	3015	Acer platanoides	Norway Maple	45	14	
85909	210384.2	2389584	932.173	3016	Quercus macrocarpa	Burr Oak	90	29	
85910	210403.7	2389565	930.306	3018	Acer platanoides	Norway Maple	22	7	
85904	210416.4	2389611	925.638	3020	Fraxinus pennsylvanica	Green Ash	23	7	

85905	210394.6	2389625	928.516	3021	Prunus serotina	Black Cherry	24	8	
85895	210434.7	2389525	928.183	3023	Carya ovata	Shagbark Hickory	43	14	
85894	210432.1	2389518	928.117	3024	Carya ovata	Shagbark Hickory	29	9	
85896	210424.3	2389541	927.777	3025	Tilia americana	Basswood	22	7	
86002	210337.3	2389509	933.058	3026	Juglans nigra	Black Walnut	26	8	
86000	210300.8	2389510	931.25	3029	Ulmus americana	American Elm	24	8	
86003	210283.2	2389543	929.788	3030	Ulmus americana	American Elm	39	12	
86008	210204.8	2389589	927.063	3031	Tilia americana	Basswood	56	18	
86078	209955.7	2389751	883.396	4000	Populus grandidentata	Big Tooth Aspen	22	7	
86079	209955.4	2389743	882.816	4001	Populus grandidentata	Big Tooth Aspen	26	18	
86304	209936.1	2389746	871.463	4003	Populus grandidentata	Big Tooth Aspen	25	18	
86306	209943	2389736	873.476	4005	Populus grandidentata	Big Tooth Aspen	22	18	
86081	209971.1	2389734	892.975	4006	Populus grandidentata	Big Tooth Aspen	28	18	
86082	209966.1	2389721	890.768	4007	Populus grandidentata	Big Tooth Aspen	22	18	
86209	210123.9	2389254	896.793	4007	Populus grandidentata	Big Tooth Aspen	26	18	
86083	209954.9	2389717	885.347	4008	Populus grandidentata	Big Tooth Aspen	25	18	
86084	209947.9	2389712	880.833	4010	Populus grandidentata	Big Tooth Aspen	24	18	
86085	209946.6	2389704	879.875	4011	Ulmus americana	American Elm	44	18	
86086	209943.4	2389704	876.737	4012	Populus grandidentata	Big Tooth Aspen	32	18	
86087	209952.7	2389691	884.667	4013	Ulmus americana	American Elm	25	18	
86308	209946.2	2389684	880.078	4014	Tilia americana	Basswood	32	18	
86307	209941.8	2389687	877.965	4015	Populus grandidentata	Big Tooth Aspen	48	18	
86088	209971.2	2389690	895.993	4017	Quercus alba	White Oak	53	17	
86091	209945.4	2389570	896.076	4019	Ulmus americana	American Elm	48	15	
86094	209944.1	2389521	894.282	4022	Quercus rubra	Red Oak	28	9	2 trunks
86095	209951.2	2389524	896.2	4023	Quercus alba	White Oak	37	12	
86096	209968.5	2389519	900.568	4024	Carya ovata	Shagbark Hickory	42	13	
86098	209963.4	2389498	901.099	4026	Quercus rubra	Red Oak	72	23	
86099	209955.1	2389491	898.269	4027	Carya ovata	Shagbark Hickory	30	10	
86100	209936.7	2389482	894.128	4028	Quercus alba	White Oak	58	18	
86101	209927.7	2389510	890.526	4029	Quercus alba	White Oak	62	20	
86102	209925.6	2389527	889.184	4030	Ulmus americana	American Elm	28	9	
86103	209927.7	2389531	890.267	4031	Juglans nigra	Black Walnut	30	10	
86105	209930	2389476	893.104	4032	Quercus alba	White Oak	48	15	
86104	209917	2389481	888.959	4033	Quercus rubra	Red Oak	55	18	
86106	209907.1	2389453	886.83	4034	Quercus rubra	Red Oak	60	19	
86107	209910.4	2389435	886.956	4036	Quercus rubra	Red Oak	64	20	
86109	209940.5	2389443	898.776	4037	Juglans nigra	Black Walnut	44	14	2 trunks
	209934.5	2389418	896.61	4038	Ulmus americana	American Elm	30	10	
86111	209958.3	2389417	901.821	4039	Fraxinus pennsylvanica	Green Ash	37	12	
86112	209967.6	2389431	903.779	4040	Fraxinus americana	White Ash	27	9	
86113	209964.5	2389444	903.704	4041	Quercus alba	White Oak	48	15	
86114	209973.6	2389454	903.922	4042	Ulmus americana	American Elm	24	8	
86115	209968.2	2389467	903.194	4043	Quercus alba	White Oak	60	19	
86116	209959.6	2389473	901.467	4044	Quercus rubra	Red Oak	48	15	
86117	209958.6	2389469	901.394	4045	Quercus rubra	Red Oak	32	10	2 trunks
86118	209983.1	2389423	905.52	4046	Fraxinus pennsylvanica	Green Ash	31	10	
86119	210005.4	2389452	909.129	4047	Quercus alba	White Oak	60	19	
86120	210020	2389431	911.89	4048	Ulmus americana	American Elm	29	9	
86121	210027.7	2389429	911.971	4049	Quercus alba	White Oak	56	18	
86122	210024.3	2389437	912.77	4050	Carya ovata	Shagbark Hickory	25	8	
86123	210032.4	2389462	912.436	4051	Quercus rubra	Red Oak	62	20	
86125	210038.9	2389477	913.992	4053	Quercus rubra	Red Oak	56	18	
86126	210029.3	2389479	912.875	4054	Quercus alba	White Oak	57	18	
86127	210021.4	2389474	911.34	4055	Quercus alba	White Oak	38	12	
86128	210013.5	2389469	910.502	4056	Fraxinus pennsylvanica	Green Ash	24	8	
86129	209989.4	2389485	906.088	4057	Quercus rubra	Red Oak	60	19	
86130	209987.1	2389495	905.866	4058	Quercus alba	White Oak	58	18	
86131	210006.1	2389509	907.653	4059	Juglans nigra	Black Walnut	25	8	
86132	209992.3	2389522	906.65	4060	Quercus rubra	Red Oak	133	42	
86133	209985.3	2389534	905.466	4061	Quercus rubra	Red Oak	32	10	
86134	209996.1	2389558	907.594	4062	Quercus alba	White Oak	39	12	2 trunks
86135	210012.5	2389533	910.117	4063	Carya ovata	Shagbark Hickory	55	18	
86136	210037.8	2389513	913.779	4064	Carya ovata	Shagbark Hickory	56	18	
86138	210061.4	2389516	920.18	4065	Fraxinus pennsylvanica	Green Ash	20	6	
86137	210063.8	2389515	920.739	4066	Ulmus americana	American Elm	21	7	
86139	210058.3	2389506	918.94	4067	Quercus alba	White Oak	64	20	
86140	210058	2389493	918.458	4068	Ulmus americana	American Elm	35	11	
86142	210068.7	2389465	922.19	4069	Juglans nigra	Black Walnut	25	12	
86155	210157.5	2389411	924.076	4070	Quercus alba	White Oak	42	13	
86173	210053.1	2389356	905.031	4071	Juglans nigra	Black Walnut	48	15	
86174	210041.6	2389390	913.402	4073	Juglans nigra	Black Walnut	42	13	
86175	210056.4	2389400	917.41	4073	Quercus alba	White Oak	54	17	

86176	210069.8	2389413	919.113	4074	Quercus alba	White Oak	53	17	
86177	210077.5	2389424	921.159	4075	Quercus alba	White Oak	45	14	
86178	210057.4	2389438	919.719	4076	Quercus alba	White Oak	53	17	
86179	210043.2	2389425	915.14	4077	Carya ovata	Shagbark Hickory	41	13	
86181	210031.9	2389359	903.519	4078	Quercus rubra	Red Oak	60	19	
86182	210030.5	2389382	907.718	4079	Juglans nigra	Black Walnut	48	15	
86183	210016.1	2389397	906.179	4080	Quercus alba	White Oak	59	19	
86184	209977.5	2389393	897.576	4081	Quercus alba	White Oak	50	16	
86185	209972	2389389	895.874	4083	Juglans nigra	Black Walnut	41	13	
86186	209982.2	2389382	894.25	4084	Quercus rubra	Red Oak	45	13	
86187	209991.2	2389365	891.375	4085	Quercus rubra	Red Oak	58	18	
86189	209980.6	2389350	885.146	4087	Quercus rubra	Red Oak	89	28	
86190	209966.2	2389353	882.454	4088	Quercus rubra	Red Oak	74	24	
86191	209960.6	2389335	880.128	4089	Acer platanoides	Norway Maple	82	26	
86192	209958.4	2389333	878.88	4090	Acer platanoides	Norway Maple	30	10	
86193	210003.6	2389336	887.061	4091	Juglans nigra	Black Walnut	30	10	
86194	210005.5	2389353	891.853	4092	Quercus rubra	Red Oak	60	19	
86195	210038	2389337	894.998	4093	Carya ovata	Shagbark Hickory	36	11	
86196	210042	2389328	894.33	4094	Quercus rubra	Red Oak	53	17	
86197	210035.5	2389325	892.446	4095	Quercus rubra	Red Oak	90	29	
86198	210057.4	2389306	892.464	4096	Juglans nigra	Black Walnut	27	9	
86199	210118.1	2389273	895.375	4097	Quercus rubra	Red Oak	59	19	
86200	210127.5	2389272	896.138	4098	Quercus rubra	Red Oak	67	21	
86201	210140.1	2389267	897.32	4099	Prunus serotina	Black Cherry	22	7	
86202	210160.8	2389264	899.162	4100	Quercus rubra	Red Oak	80	25	
86203	210158.2	2389242	900.966	4101	Quercus rubra	Red Oak	57	18	
86204	210150.6	2389240	900.591	4102	Quercus rubra	Red Oak	64	20	
86205	210170.4	2389228	905.003	4103	Acer platanoides	Norway Maple	45	14	
86206	210176.9	2389220	910.027	4104	Quercus rubra	Red Oak	78	25	
86207	210151.8	2389230	904.691	4105	Quercus rubra	Red Oak	85	27	
86208	210125.3	2389243	898.693	4106	Quercus rubra	Red Oak	56	18	
86210	210100.7	2389273	892.656	4108	Juglans nigra	Black Walnut	22	7	
86211	210088.6	2389281	892.147	4109	Quercus rubra	Red Oak	80	25	
86212	210084	2389247	896.657	4110	Quercus rubra	Red Oak	65	21	
86213	210048.4	2389228	905.548	4111	Carya ovata	Shagbark Hickory	34	11	
86214	210025.7	2389235	901.736	4112	Quercus rubra	Red Oak	72	23	
86215	210022.3	2389243	898.717	4113	Quercus rubra	Red Oak	68	22	
86217	210006.5	2389257	891.652	4114	Quercus alba	White Oak	82	26	
86218	210014.6	2389262	889.69	4115	Acer platanoides	Norway Maple	38	12	
86216	209994	2389249	894.595	4116	Acer platanoides	Norway Maple	45	14	
86219	210044.6	2389258	891.708	4117	Quercus rubra	Red Oak	132	42	
86220	210023.6	2389281	883.803	4118	Quercus rubra	Red Oak	68	22	
86221	210006.8	2389288	882.504	4119	Quercus rubra	Red Oak	100	32	2 trunks
86222	209978.8	2389281	879.906	4120	Quercus rubra	Red Oak	55	18	
86223	209974.8	2389291	879.347	4121	Prunus serotina	Black Cherry	30	10	2 trunks
86225	209966.3	2389301	877.852	4122	Quercus rubra	Red Oak	36	11	
86224	209968	2389284	879.041	4123	Quercus rubra	Red Oak	78	25	
86226	209956.3	2389285	877.968	4124	Quercus rubra	Red Oak	82	26	
86227	209958.3	2389256	883.589	4126	Quercus rubra	Red Oak	102	32	
86229	209921.7	2389313	873.791	4127	Acer platanoides	Norway Maple	28	9	
86230	209947.7	2389245	881.374	4128	Acer platanoides	Norway Maple	50	16	
86232	209927	2389226	879.727	4129	Quercus rubra	Red Oak	74	24	
86233	209930.1	2389223	880.301	4130	Quercus alba	White Oak	39	12	
86234	209921.9	2389220	881.052	4131	Quercus alba	White Oak	37	12	
86235	209921.2	2389228	879.543	4132	Acer platanoides	Norway Maple	27	9	
86236	209913.4	2389228	879.795	4133	Morus alba	White Mulberry	31	10	
86237	209902.5	2389235	876.889	4134	Tilia americana	Basswood	31	10	
86238	209902.5	2389256	875.492	4135	Quercus rubra	Red Oak	40	13	
86239	209856.1	2389234	874.882	4136	Ulmus americana	American Elm	130	41	
86240	209858	2389224	875.871	4137	Acer negundo	Boxelder	128	41	
86241	209836.4	2389241	871.688	4138	Quercus rubra	Red Oak	60	19	2 trunks
86242	209827.8	2389249	870.603	4139	Quercus rubra	Red Oak	64	20	2 trunks
86243	209831.1	2389254	871.119	4140	Carya ovata	Shagbark Hickory	34	11	
86244	209810.4	2389228	870.181	4141	Quercus rubra	Red Oak	67	21	
86245	209792.8	2389227	869.935	4142	Quercus alba	White Oak	74	24	
86246	209792.3	2389237	869.192	4143	Tilia americana	Basswood	74	24	
86247	209807.9	2389254	870.142	4143	Gleditsia triacanthos	Honey Locust	29	9	
86248	209816	2389252	870.117	4144	Ulmus americana	American Elm	62	20	2 trunks
86249	209819.2	2389255	870.192	4146	Quercus rubra	Red Oak	89	28	
86250	209831.3	2389271	870.373	4147	Quercus alba	White Oak	45	14	
86251	209834.7	2389273	870.744	4148	Quercus alba	White Oak	54	17	
86252	209838.5	2389279	870.912	4149	Acer platanoides	Norway Maple	60	19	
86254	209848.7	2389271	871.503	4151	Ulmus americana	American Elm	24	8	

86255	209852	2389271	871.811	4152	Quercus alba	White Oak	48	15	
86257	209879.5	2389286	872.504	4154	Ulmus americana	American Elm	34	11	
86258	209890.6	2389285	872.748	4155	Acer platanoides	Norway Maple	27	9	
86259	209888.4	2389306	871.743	4156	Morus alba	White Mulberry	28	9	
86260	209886.6	2389314	871.684	4157	Acer platanoides	Norway Maple	22	7	
86261	209870.7	2389323	871.28	4158	Morus alba	White Mulberry	29	9	
86262	209845.1	2389337	869.007	4159	Carya ovata	Shagbark Hickory	45	14	
86263	209842.5	2389333	868.626	4160	Ulmus americana	American Elm	60	19	
86264	209831.7	2389308	868.03	4161	Tilia americana	Basswood	45	14	
86265	209942.9	2389337	877.608	4162	Juglans nigra	Black Walnut	31	10	
86266	209942.1	2389360	881.23	4163	Acer platanoides	Norway Maple	27	9	
86267	209942.1	2389374	886.772	4164	Quercus rubra	Red Oak	86	27	
86269	209956.6	2389389	893.783	4165	Ulmus americana	American Elm	21	7	
86271	209938.9	2389393	892.811	4166	Ulmus americana	American Elm	36	11	
86272	209929.9	2389393	892.124	4167	Quercus rubra	Red Oak	59	19	
86273	209915.6	2389410	890.318	4168	Ulmus americana	American Elm	20	6	
86274	209904	2389395	883.056	4168	Ulmus americana	American Elm	29	9	
86275	209884.8	2389397	875.158	4170	Carya ovata	Shagbark Hickory	38	12	
86276	209884.9	2389394	874.817	4171	Ulmus americana	American Elm	28	9	
86277	209880.8	2389388	872.327	4172	Ulmus americana	American Elm	26	8	
86278	209872.1	2389378	870.232	4173	Ulmus americana	American Elm	36	11	
86279	209877.8	2389365	870.454	4174	Quercus alba	White alba	41	13	
86280	209892.6	2389362	872.327	4175	Quercus alba	White Oak	48	15	
86281	209909.9	2389353	874.178	4176	Ulmus americana	American Elm	28	9	
86285	209896.2	2389425	881.493	4179	Quercus macrocarpa	Burr Oak	98	31	
86287	209887	2389457	873.443	4181	Quercus alba	White Oak	68	22	
86288	209879.9	2389455	870.091	4182	Quercus alba	White Oak	56	18	
86289	209879.1	2389425	872.333	4183	Quercus rubra	Red Oak	135	43	2 trunks
86290	209870.2	2389415	869.24	4184	Ulmus americana	American Elm	26	8	2 trunks
86291	209868.6	2389413	868.33	4185	Quercus rubra	Red Oak	48	15	
86293	209905.1	2389512	875.982	4186	Fraxinus pennsylvanica	Green Ash	36	11	
86294	209913.1	2389513	882.091	4187	Tilia americana	Basswood	87	28	4trunks
86295	209917.4	2389536	882.652	4188	Populus grandidentata	Big Tooth Aspen	35	11	
86296	209923.3	2389544	886.563	4189	Fraxinus pennsylvanica	Green Ash	36	11	
86297	209922.3	2389550	885.593	4190	Fraxinus pennsylvanica	Green Ash	30	10	
86299	209907.4	2389599	873.745	4192	Prunus serotina	Black Cherry	36	11	
86300	209912.3	2389589	875.3	4193	Quercus alba	White Oak	46	15	
86301	209904	2389571	873.902	4194	Populus grandidentata	Big Tooth Aspen	36	11	
86302	209898.3	2389553	873.002	4195	Quercus alba	White Oak	56	18	
86303	209897.2	2389537	872.541	4196	Quercus alba	White Oak	56	18	
86309	209914.6	2389660	872.19	4197	Quercus rubra	Red Oak	63	20	

Phase I Archaeological Reconnaissance Survey

Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6
Acres of Land Located in Williams Bay,
Walworth County, Wisconsin



Prepared by:
Jay Martinez and Lucas Howser
Midwest Archaeological Research Services
PO Box 2533
Crystal Lake, IL 60039

Submitted to:

The University of Chicago
5235 South Harper Court, Suite 928
Chicago, IL 60615

September 9th, 2020

Cultural Resources Management Report No. 1900 & 1902

Executive Summary and Findings

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

MARS, archaeologists conducted a visual survey of the project area and surrounding landscape prior to excavating shovel probes across the property. No evidence of a prehistoric earthen mound within the project boundaries was identified either by the visual survey or through shovel probe excavation. MARS excavated 34 shovel test probes and did not find any cultural material. Accordingly, MARS is of the opinion that additional survey work is not warranted and recommends project clearance.

While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

Introduction

MARS is a well-respected, woman-owned, small business that specializes in conducting archaeological, historical, architectural, and archival investigations within the Midwestern United States (Cultural Resource Management). MARS has completed cultural resource overviews, management plans, Historic American Buildings Survey/Historic Illinois Buildings Survey (HABS/HIBS) and Historic American Architectural Engineering Record/ Historic Illinois Architectural Engineering Record HAER/HIER documents, historic and architectural impact studies, and National Register of Historic Places documentation as well as survey, testing, and mitigation projects on both prehistoric and historic sites in the region since the firm's incorporation in 1986. MARS archaeologists have inventoried, recorded, and assessed integrity and eligibility of thousands of historic properties for the National Register of Historic Places including commercial, industrial, and residential properties as well as infrastructure. MARS tested over 200 sites (prehistoric and historic) in the Midwestern United States and mitigated six prehistoric Native American sites (camps, villages, and mortuary facilities) as well as

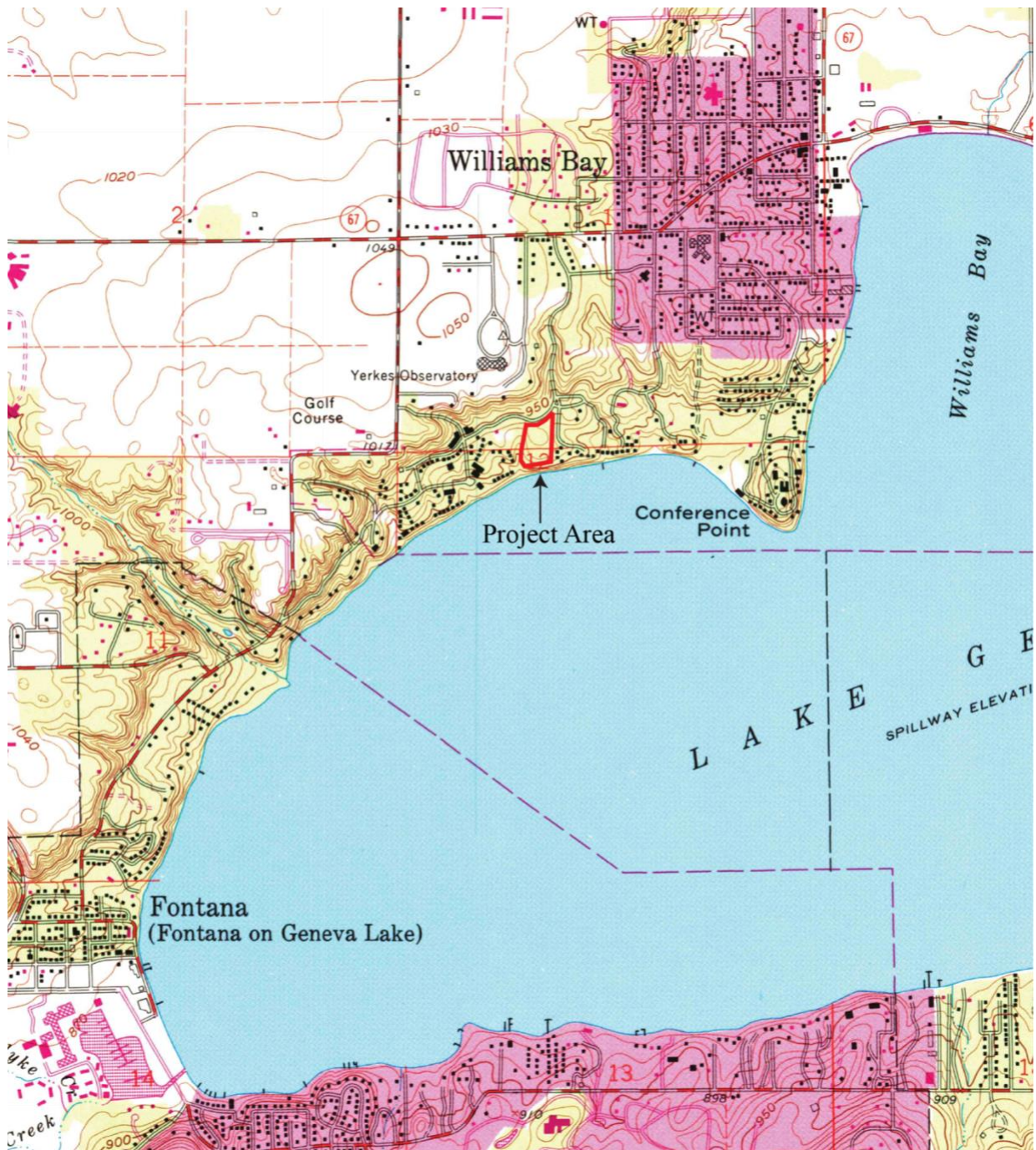


Figure 1. Portion of Walworth 7.5' USGS Quadrangle (1960, photo-revised 1994) showing the study parcel (USGS 2020).

over twenty nineteenth century Euro-American sites (cabins, farmsteads, cemeteries, a fort, rural school houses, a gas station, and several dams). MARS provides governmental agencies, Native American tribal nations, and private companies with the information necessary to comply with historic preservation regulations and maintains an active research interest in the Midwestern United States.

The President of MARS Mr. Jay J. Martinez, RPA (ID No. 990152), completed his master's in Anthropology at Northern Illinois University in 2013 and his B.A. in History at Illinois State University in 2004. Jay has been with MARS since 2006 and has experience working in Illinois, Indiana, Iowa, Michigan, and Wisconsin. Research interests include settlement patterns and lithic analysis. Special skills include the preparation of illustrations to support technical reports. Mr. Martinez is a member of the Illinois Archaeological Survey, the Illinois Association for the Advancement of Archaeology (Board Member 2016-2020), the Midwest Archaeological Conference, and the Society for American Archaeology. His interests and expertise are in lithic analysis, cartography, and public archaeology.

Professional Credentialing and SHPO Approvals:

1. Register of Professional Archaeologists (ID No. 990152)
2. SHPO approval to conduct archaeological investigations (prehistoric and historic) in Illinois, Indiana, and Wisconsin.
3. Approved by the State of Illinois to conduct archaeological investigations (prehistoric and historic) on publically owned land.
4. Credentialed by the State of Indiana as a Principal Investigator for Prehistoric/Historic Archaeology (Indiana Code 14-21-1 and 312 IAC 21)

Physical Setting

Glacial history has played an important role in shaping Wisconsin's topography. Walworth County is located in the Southeastern portion of the State bordering the Illinois State line. This area encompasses the moraines and moraine systems of the late advances of the Woodfordian substage of Wisconsinan glaciation (Willman 1971).

Geneva Lake was formed some 10,000 years ago as the result of glacial action, which created the lake basin and sculpted the landscape. The earlier of these glaciers created what is known as the Troy Valley, a depression running generally southwest from Troy, Wisconsin, through Lyons and then westward through what is today the City of Lake Geneva toward Beloit. This glacier subsequently receded and later advanced again, this time carrying with it vast quantities of gravel that were deposited as hills or terminal moraines.

There is one soil type that comprises the project area (MwD2 Miami loam, 12 to 20 percent slopes, eroded). The Miami series consists of very deep, moderately well drained soils that are moderately deep to dense till. Miami soils formed in as much as 46 cm (18 inches) of loess or silty material and in the underlying loamy till. They are on till plains. Native vegetation is deciduous forest (USDA 2020).

Background Research

Previous Archaeological Research

Prior to the field investigation, MARS consulted the State of Wisconsin state site files maintained by the Wisconsin Historical Society for information on the location of previously recorded sites that have been found within a mile of the project area. The project area has never been surveyed and there are no recorded archaeological sites. However, there are nine recorded archaeological sites within a mile of the project area described in Appendix C.

Historic Research

Potawatomi Native Americans established villages and camp sites around Geneva Lake as early as 1800 with two large known village sites located in present day Fontana and William's Bay. Evidence suggests the Potawatomi led a fluid lifestyle—living in the village one day and going out camping the next. Charles E. Brown, a prominent Wisconsin archeologist, found evidence of temporary campsites at: Aurora University, Cedar Point, Lake Geneva Manor, Elgin Camp, Belvidere Park, Country Club Estates, Big Foot Country Club, Glenwood Springs, Indian Hills, Fair Oaks Camp, Rainbow Bay, the Chicago Club, Black Point, Twin Brooks, Buttons Bay, and several locations on Lake Como (Brown 1928).

John H. Kinzie visited Fontana and Chief Big Foot's village in 1831 on a U.S military expedition, traveling from Fort Dearborn to Fort Winnebago. This was the first ever recorded visit of white settlers to the area. Through a series of unfair negotiations and military strikes, Big Foot and his people vacated the area in 1836 (Lahey 2016).

Historical plats and aerials of the area were also reviewed to assess the potential for historic sites on the project area. Historic plats from 1857, 1873, and 1891 depicted no historic structures within the project boundary (Appendix A: Figures 1-3). The 1937 aerial image of the property depicts the project area in dense woods with no visible structures (Appendix A: Figure 4).

Field Methods and Analysis

Field methods employed during the survey were in accordance with The Wisconsin Archaeological Survey: *Guide for Public Archaeology in Wisconsin* dated August 27th 2012, Compiled by Mark J. Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

The project area is divided between three proposed lots (Figure 2). The phase I survey was divided into two days. On August 11th MARS archaeologists surveyed the project area bounded by white dashed lines (Figure 2). On August 30th the remaining land bounded by white solid lines was surveyed (Figure 2). Per agreement with the Village, the project area did not include land west of the historic footpath that runs along the westerly proposed lot to Constance Boulevard, which is not expected to be disturbed in connection with the residential development. There is an existing sewer line along the existing walking path on the south end of the property on the lake shore, which the Village expects to rehab in connection with any development of this property (Figure 2). This area was heavily eroded and too steep to shovel probe (Appendix B: Plate 1). Because of the erosion, there would not be any cultural material in that area.

Because the project areas were wooded MARS completed a shovel test probe survey. Shovel test probes are small subsurface sampling units approximately 35 cm in diameter and 35 to 50 cm deep. Soils from shovel probes were screened through 1/4" hardware mesh in order to locate any prehistoric or historic material.

A total of 34 shovel test probes were excavated within the project area (Figure 2 [Appendix B: Plates 2-7]). The undisturbed soils in the area comprised a dark grayish brown silty loam A horizon (10YR 4/2) extending 15-20 cm below ground surface and overlying a dark yellowish brown silty clay loam B Horizon (10YR 4/6). No cultural material was identified in any of the shovel probe areas.

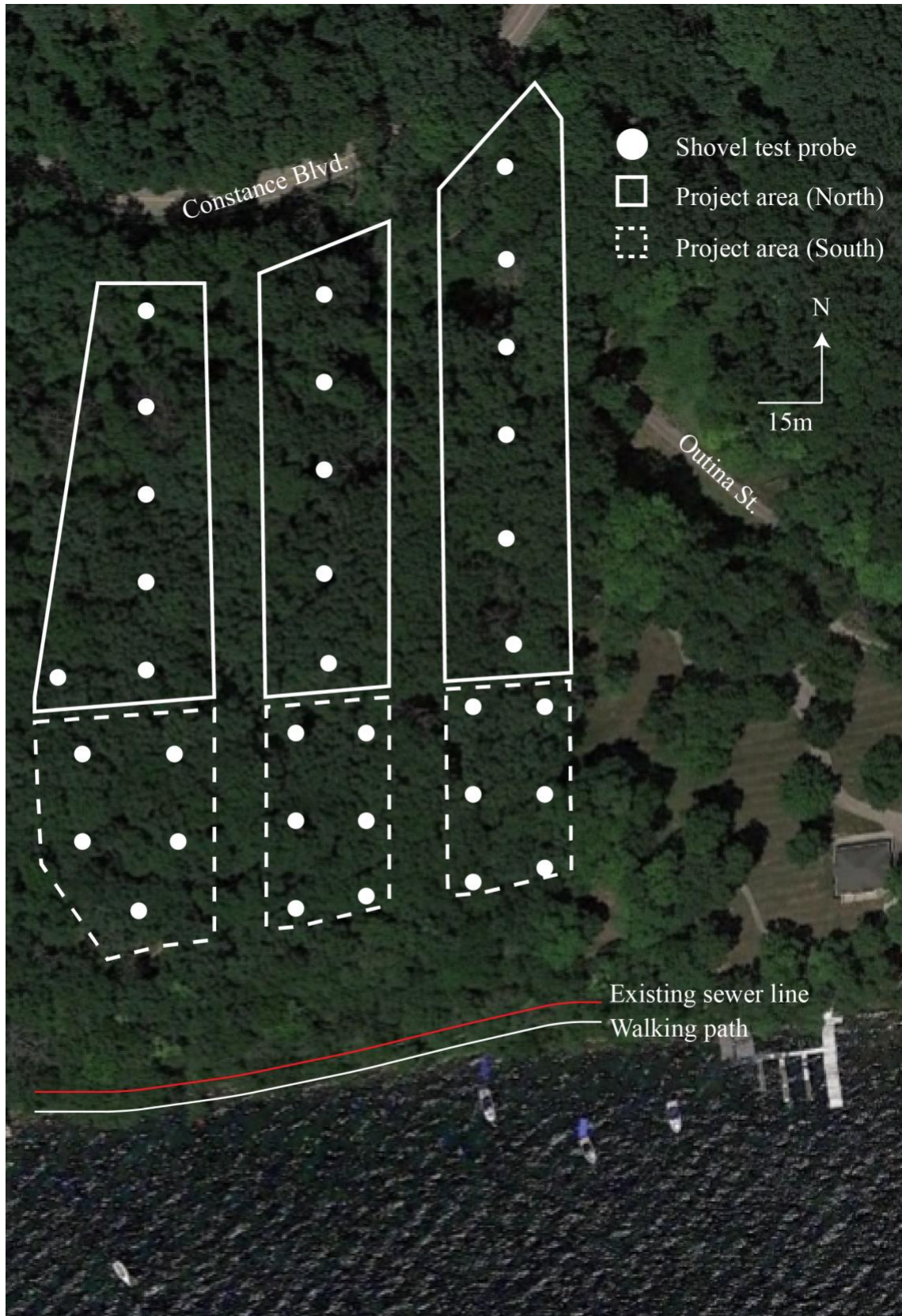


Figure 2. Sketch map of the project area.

Conclusion and Recommendations

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

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While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

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Wisconsin Historic Aerial Imagery Finder

2020 1937 Historic Aerial of Walworth County. <http://maps.sco.wisc.edu> Accessed 9-1-2020

Appendix A

Historic Plats



Figure 1. Portion of the 1857 Walworth Township (Walworth County) plat showing the study parcel in red (Redding 1857).



Figure 2. Portion of the 1873 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).

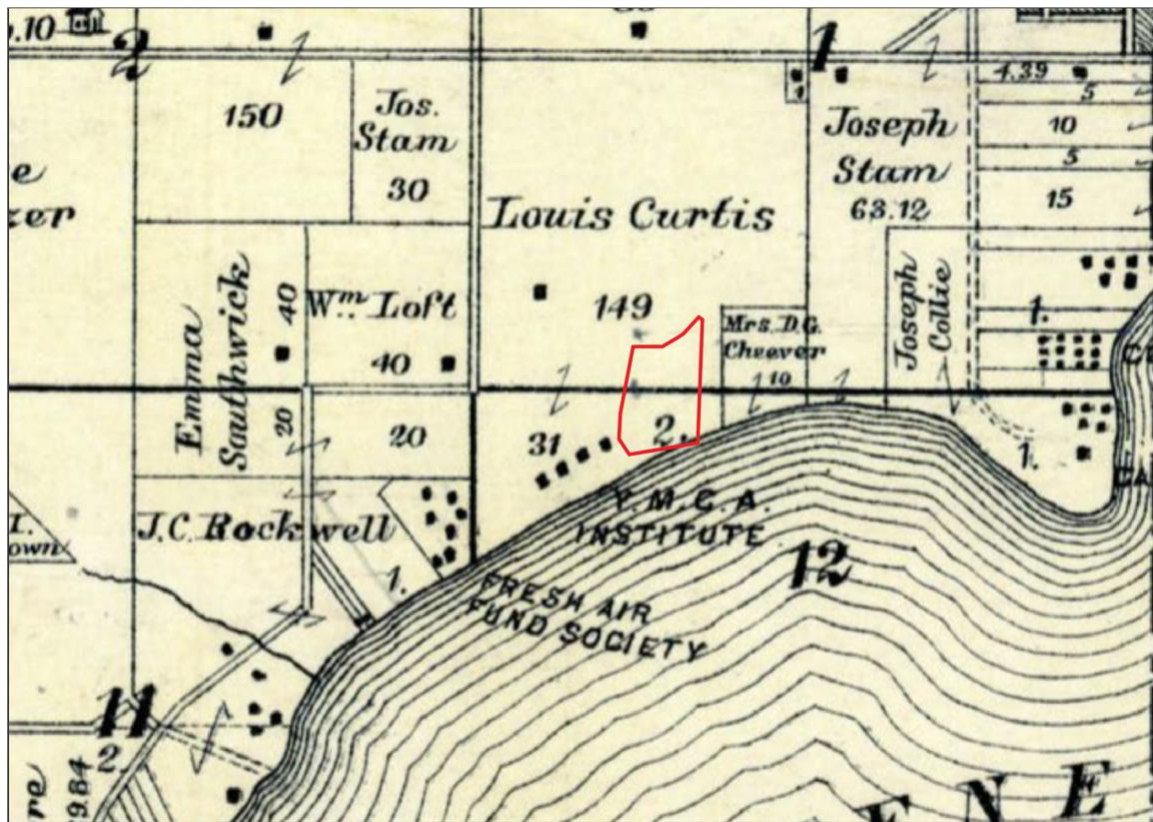


Figure 3. Portion of the 1891 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).



Figure 4. 1937 aerial showing the study parcel in red.

Appendix B
Selected Project Photographs



Plate 1. Looking east over existing sewer line and shoreline walking path.



Plate 2. Looking north over shovel probe area (lot 1).



Plate 3. Looking north over shovel probe area (lot 2).



Plate 4. Looking south over shovel probe area (lot 1).



Plate 5. Looking south over shovel probe area (lot 1).



Plate 6. Looking north over shovel probe area (lot 2).



Plate 7. Looking south over shovel probe area (lot 3).

BIBLIOGRAPHY OF ARCHAEOLOGICAL REPORT FORM

WHS/SHSW # N/A COUNTY Walworth

AUTHORS: Jay Martinez

REPORT TITLE: Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6 Acres of Land, Williams Bay, Walworth County Wisconsin.

DATE OF REPORT (MONTH AND YEAR): September 2020

SERIES/NUMBER: Cultural Resources Management Report No. 1900 & 1902

PLACE OF PUBLICATION: Midwest Archaeological Research Services, Crystal Lake, Illinois.

LOCATIONAL INFORMATION [LEGAL DESCRIPTION OF SURVEY AREA (T-R-S)]
SW $\frac{1}{4}$ of Section 1 and NW $\frac{1}{4}$ of Section 12 in Township 1 N, Range 16E (Walworth Township)

U.S.G.S. QUAD MAP(S): Walworth 7.5' Quadrangle

SITE(S) INVESTIGATED: None

ACRES INVESTIGATED: 6.0 acres

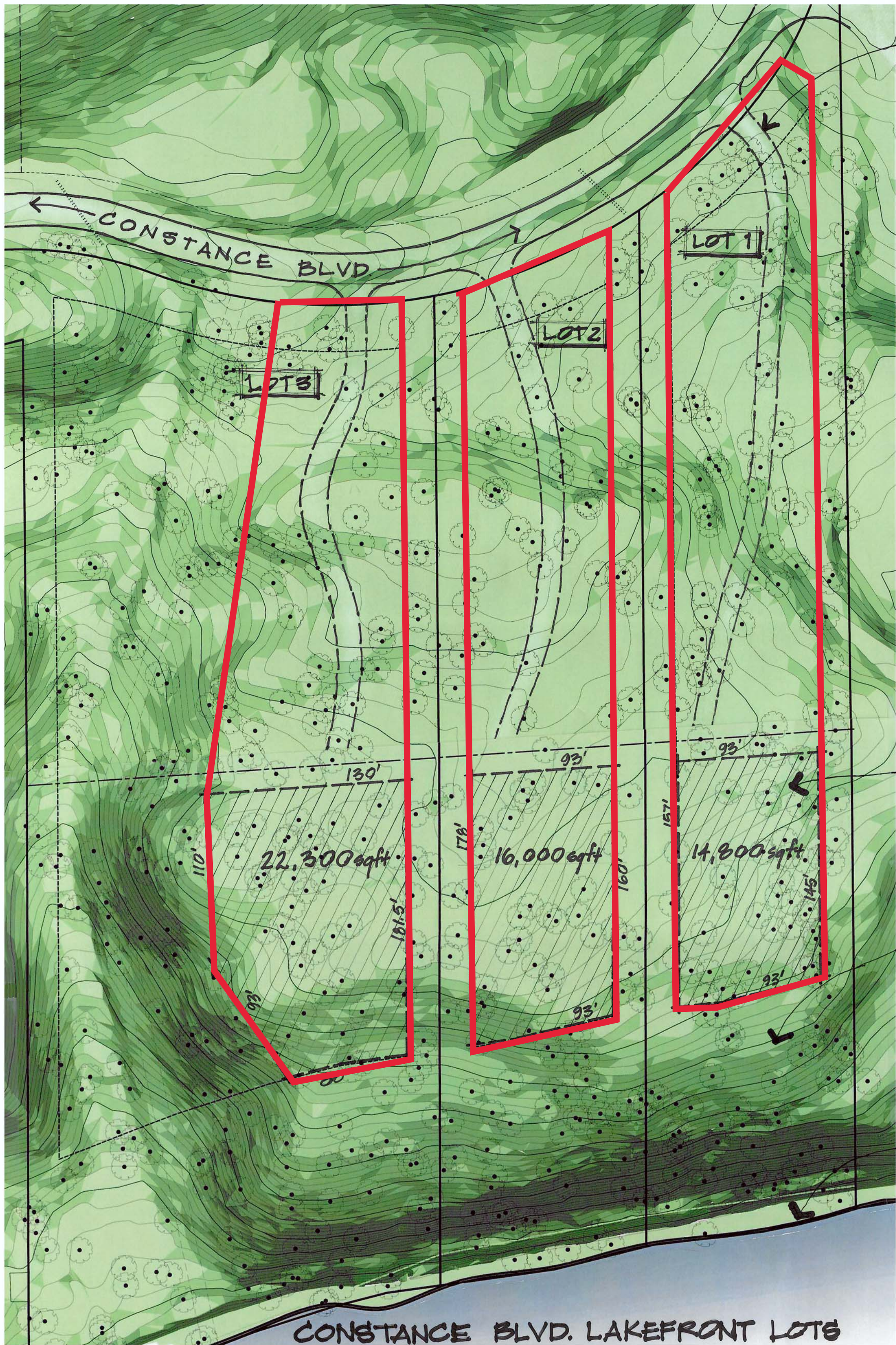
AGENCY # NA

INVESTIGATION TECHNIQUES COMPLETED (Check all that apply.)

- | | | |
|---|--|---|
| ☐ Avocational Survey | ☐ Chance Encounter | ☐ Controlled Surface Collection |
| ☐ Faunal Analysis | ☐ Floral Analysis | ☐ Geomorphology |
| ☐ Historical Research | ☐ Interview/Informant | ☐ Land Use History |
| ☐ Literature Background Research | ☐ Major Excavation | ☐ Mechanical Stripping |
| ☐ Monitoring | ☐ Osteological Analysis | ☐ Phase I-Surface Survey |
| ☐ Phase II | ☐ Phase II-Corridor Only | ☐ Phase III |
| ☐ Phase III-Corridor Only | ☒ Records/Background | ☐ Records/Background (Pred. Model) |
| ☐ Remote Sensing | ☒ Shovel Testing/Probing | ☐ Soil Core |
| ☐ Surface Survey (Intensive) | ☐ Test Excavation | ☐ Traditional Knowledge |
| ☐ Vandalism | ☒ Walk Over (Reconnaissance) | ☐ Unknown |
| ☐ Other: _____ | | |

ABSTRACT: ☒ Included in report ☐ Written in space below

See introduction within report.

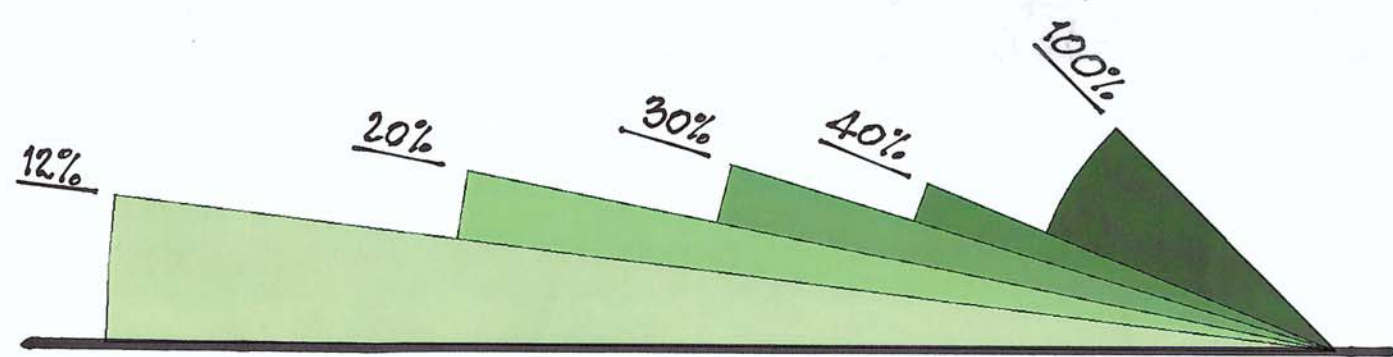


DRIVEWAY ACCESS

-DRIVEWAY ACCESS AND POTENTIAL DRIVEWAY (ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SLOPE DIAGRAMS

-COLOR KEY FOR SLOPE PERCENTAGE DIAGRAM MAP.



PROPOSED BUILDING SITES

-NATURAL PLATEAU AND FLAT AREA DESIGNATED FOR NEW HOME AND OUTDOOR LIVING (ACTUAL LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SHOREYARD RESTORATION

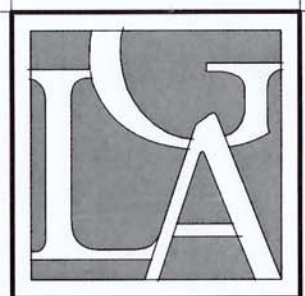
- REMOVAL OF INVASIVE SPECIES.
- REPLANTING OF NATIVE GROUNDCOVER TO STABILIZE AREAS OVER 40% GRADE.
- SELECTIVE CUTTING OF TREES TO ALLOW FOR SUNLIGHT TO REACH THE FLOOR AND TO STIMULATE GROWTH OF GROUNDCOVER.

LAKEFRONT STABILIZATION

-MITIGATE EROSION AND STABILIZE NATURAL GRADE.

LAKE GENEVA
Architects

STUDIO OF JASON R. BERNARD



Appendix C

Archaeological Sites Within A Mile of The Project Area

WL-0066

The site name is Hill Top. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):158.

WL-0067

The site name is Orchard Street. It is a Campsite/village site where Unknown Prehistoric material was found. Evidence of a campsite exposed in a small garden. About 'a hundred' hearthstones found on the surface, others exposed by trowel. Lithic debris noted too. Artifacts include FCR, debitage, cores, projectile point fragments, hammer stones, bone fragments. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):157-158.

WL-0068

The site name is Williams Bay. It is a Campsite/village, **Cemetery/burial**, Corn hills/garden beds, Paleontological site where Historic Indian, Late Paleo-Indian, Middle Archaic, Late Archaic, Early Woodland, Late Woodland material was found. This site consists of a multi-component habitation area with associated cemetery components and cornfields. A mastodon skeleton was also found within the site confines.

WL-0071

The site name is Mead. It is a Workshop site where Unknown Prehistoric material was found. Artifacts include flint. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):171-172.

WL-0073

The site name is Belvidere Park. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0074

The site name is Uihlein Spring Burial. It is a **Cemetery/burial** site where Unknown Prehistoric and Historic Indian material was found. This site consists of one or two disturbed graves. At least one adult with a depressed skull fracture is represented. A small, red pipestone elbow pipe was found with the burial. Artifacts include one red pipestone elbow pipe. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0075

The site name is YMCA College-Mt. Olivet. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):162-164.

WL-0230

The site name is Conference Point. It is a Campsite/village site where Unknown Prehistoric material was found. Artifacts include one small stone axe, debitage, projectile points, and FCR. Artifacts were found in a road cut on top of the point and on the crest of the point, which brown interpreted as a campsite. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):160.

WL-0376

The site name is Frost. It is a Lithic scatter site where Unknown Prehistoric material was found. This site consists of a scatter of non-diagnostic lithic debitage and FCR found during shovel testing south of Congress Avenue and reports of projectile points found when a path was put in within Frost Park north of Congress Avenue. Artifacts include debitage, FCR, and unspecified projectile points. It was recorded 6/30/2020 by Dan Joyce,2020

Pedestrian Easement

Document No.

PEDESTRIAN EASEMENT AGREEMENT

Prepared by and Return to:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street
Suite 700
Madison, WI 53703

Parcel Numbers

See attached Exhibits

PEDESTRIAN EASEMENT AGREEMENT

THIS PEDESTRIAN EASEMENT AGREEMENT ("Agreement") is made effective as of the 1st day of May, 2020, by and between University of Chicago, an Illinois not-for-profit corporation, its successors and assigns ("Grantor") and Yerkes Future Foundation, Inc., a Wisconsin non-stock corporation and its permitted assigns ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property, as described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the owner of certain real property and improvements consisting of the buildings, improvements and related facilities known as the Yerkes Observatory (the "Observatory").

C. Grantor hereby grants to Grantee a non-exclusive easement for pedestrian ingress and egress over and across a portion of the Grantor Property consisting of an existing foot path as more specifically described herein for the benefit of Grantee, its guests, employees, agents and authorized invitees upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Pedestrian Easement. Grantor hereby grants to Grantee a non-exclusive, easement for pedestrian access (the "Pedestrian Easement") over a portion of the Grantor Property

that constitutes a pedestrian footpath for an ingress and egress route from Constance Boulevard over, upon and across the Grantor Property to the public lake front pathway along Geneva Lake on the approximate route depicted on Exhibit B attached hereto and incorporated herein (the “Easement Area”). The Pedestrian Easement shall be for the benefit of Grantee and its guests, employees, agents, and invitees (which for purposes of clarification, shall include members of the general public) for pedestrian use (collectively, the “Easement Users”). Notwithstanding anything to the contrary set forth herein, the Easement Users’ right to enter upon and use the Easement Area shall be subject to the following terms and restrictions: (i) Easement Users may only use the Easement Area during the daylight hours; (ii) the Easement Area shall be used for pedestrian traffic only, and any and all non-motorized bicycle or motorized/mechanized or wheeled/track recreational vehicles of any kind is prohibited; and (iii) subject to Grantee’s obligations under Section 3 below, Grantee may not pave, improve, light, add signage, or otherwise alter the Easement Area in any way without the written permission of Grantor. Grantee shall have no other rights in and to the Easement Area except as set forth herein.

2. Reservation of Rights. Grantor shall have and hereby expressly reserves the right to use the Easement Area, provided such use does not interfere with or impede the Easement Users use of the Easement Area pursuant to the Pedestrian Easement set forth in Section 1 above.

3. Maintenance. Grantee shall be responsible, at its sole cost, for the maintenance and repair of the Easement Area, including but not limited to, the removal of trash, repair and maintenance of the existing pathway, trimming of brush or other landscaping within the Easement Area.

4. Obstructions. Except as provided herein, no party shall do anything to unreasonably interfere with the other party’s use of the Easement Area, except as may be necessary for the performance of maintenance and repair activities, which such maintenance and repair activities shall be performed with diligence and in good faith so as to limit the extent of any resulting obstacle.

5. Insurance. Commencing upon the execution and recording of this Agreement, and thereafter for as long as this Agreement shall remain in effect, Grantee shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering itself and its respective owners’, tenants’, occupants’, customers’, employees’, guests’, agents’ and invitees’ use of the Easement Area as further described herein. Grantee shall include Grantor (including, for the sake of clarity, its successors and assigns) as an additional insured on its respective general liability insurance policy with respect to use of the Pedestrian Easement granted herein. Upon the reasonable request of Grantor, Grantee shall provide the requesting party with a certificate of insurance evidencing the insurance required by this section.

6. Indemnification. Subject to applicable law, Grantee agrees to indemnify, defend by counsel reasonably acceptable to Grantor, and hold Grantor and Grantor Property harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses, including court costs and reasonable attorneys’ fees and expenses, in connection with injury to or death of any person or injury or damage to any property occurring in or about the Grantor Property arising from the use of the Easement Area by Grantee or the Easement Users, or from any breach

or default on the part of Grantee in the performance of any covenant or agreement on the part of Grantee to be performed pursuant to the terms of this Agreement.

7. Assignment. This Agreement shall bind and benefit Grantor and Grantee's respective successors and assigns. Grantee may assign its rights and obligations under this Agreement upon written notice to Grantor solely to the Village of Williams Bay (or another duly authorized unit of state or local government). Any other assignment by Grantee shall be void and of no effect. Grantor shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after Grantor has transferred its ownership interest in the Grantor Property.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the substantially prevailing party shall be entitled to recover its costs, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

12. Notices. All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party or parties at its or their last known address. If a party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills, if any, are sent. Any party may change its address for notice by providing written notice to the other party.

13. Non-Use. Non-use or limited use of the Pedestrian Easement granted herein shall not prevent the Grantee or the Easement Users from later use of the same to the fullest extent authorized herein.

14. Amendment. This Agreement may not be amended, modified, terminated, or released without the written consent of the Grantee and Grantor. Each party agrees to work in good faith with the other with respect to a reasonable request for amendment to this Agreement. Any amendment, modification, termination or release of this Agreement shall not be effective until it is recorded with the Walworth County Register of Deed's office.

15. Recitals. The Recitals set forth above are hereby incorporated fully as terms and conditions of this Agreement.

16. Authority. Each of the undersigned hereby represents to the others that: (i) it has complete power and authority to enter into this Agreement, (ii) that no other third-party authorizations or approvals are necessary to enter into this Agreement, and (iii) that the person signing below on behalf of each undersigned respectively warrants that he or she has the authority to act on behalf of the party for which they are signing with regard to this Agreement.

[Signatures on next page following]

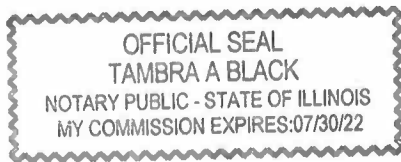
GRANTOR:

The University of Chicago,
an Illinois not-for-profit corporation

By: *K. Callow-Wright*
Name: Katie Callow-Wright
Title: Executive Vice President

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

Personally came before me this 25th day of April, 2020, the above-named Katie Callow-Wright as the Executive VP of The University of Chicago to me known to be the person who executed the above instrument and acknowledged the same.



Tambra A. Black
Name: Tambra A. Black
Notary Public, State of Illinois
My Commission: expires July 30, 2022

This instrument prepared by:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street, Suite 700
Madison, WI 53703

EXHIBIT A

Legal Description of the Grantor Property

PIN: Part of WAS 00001

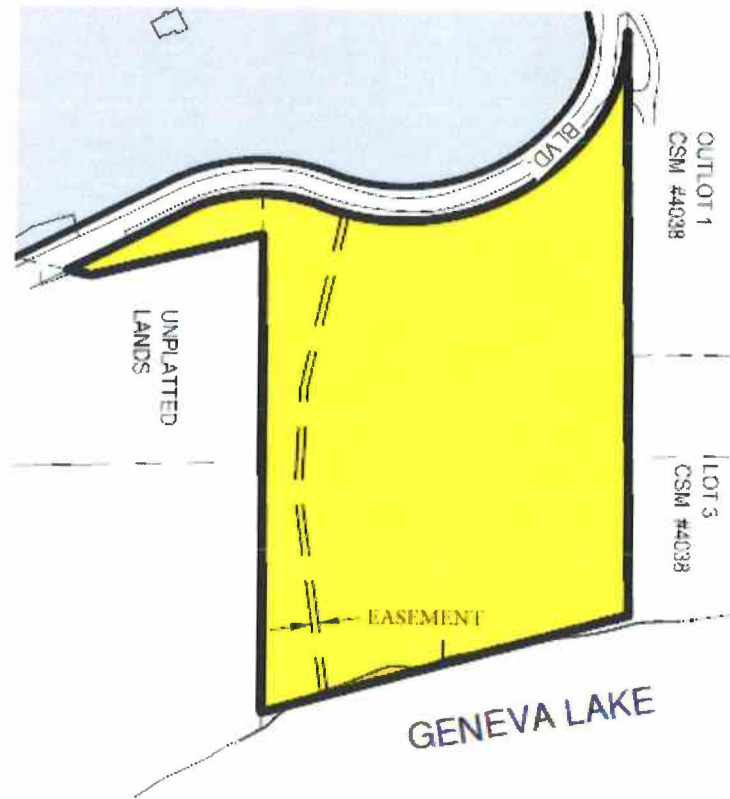
Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

EXHIBIT B

Depiction of Easement Area



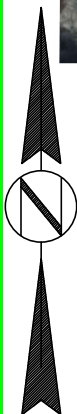
Driveway Entry Study

SIGHT DISTANCE ANALYSIS EXHIBIT

PER AASHTO STANDARDS FOR INTERSECTION SIGHT DISTANCE AT A DESIGN SPEED OF 25 MPH:

- RIGHT TURN - 240 FEET
- LEFT TURN - 280 FEET

EACH PROPOSED LOT IS SHOWN WITH AN ANTICIPATED DRIVEWAY LOCATION AND SIGHT LINES FROM THE RIGHT OF WAY LINE , WHERE THE APPARENT DRIVER LOCATION WOULD BE FOR ANALYSIS, AND TO THE CENTER OF THE ONCOMING TRAFFIC LANE.



SCALE: 1" = 100'



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

**PLAN COMMISSION RESOLUTION R-12-20
RECOMMENDING AN AMENDMENT TO THE
VILLAGE OF WILLIAMS BAY COMPREHENSIVE PLAN**

WHEREAS, on September 20, 2010, the Village Board of the Village of Williams Bay adopted the Village of William Bay's Comprehensive Plan (hereinafter "Plan") as the Village's Comprehensive Plan under Section 66.1001(4) of the Wisconsin Statutes, with said Plan including procedures for annual consideration of amendments to it; and

WHEREAS, Section 66.1001(4) of the Wisconsin Statutes, establishes the required procedure for a local government to amend a Comprehensive Plan once it has been initially adopted; and

WHEREAS, the Village of Williams Bay Plan Commission has the authority to recommend amendments to the Plan to the Village Board under Section 66.1001(4)(b) of the Wisconsin Statutes; and

WHEREAS, on June 9, 2020, the Plan Commission accepted requested amendments to the Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Commission of the Village of Williams Bay hereby recommends that, following a public hearing, the Village Board adopt an ordinance to constitute official Village Approval of the amendments to Village of Williams Bay Comprehensive Plan that are as follows:

1. Amend Future Land Use Map contained in Chapter 6 Map 5 by amending the designation of the property described below from Institutional to Large Lot Residential:

ALL OF LOTS 53 THROUGH LOT 55, PART OF LOT 56 THROUGH LOT 68 OF GRAND TERRACE A SUBDIVISION AT LAKE GENEVA, WISCONSIN AND LANDS CONVEYED BY DOCUMENT NOS. 167281 AND 167282, BEING A PART OF THE NW. ¼ OF THE SE. ¼ OF SECTION 1, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a concrete monument found at the Northwest corner of Lot 65 of Grand Terrace Subdivision; thence N87°14'34"E along the North line of Lots 65 and Lot 66 a distance of 225.36 feet; thence N86°34'37"E, 13.36 feet; thence S35°41'10"E, 371.10 feet to the extension of the Easterly line of Lot 53 of Grand Terrace Subdivision; thence S45°31'44"W along said Easterly line 195.20 feet to the Northerly line of Ravinia Road and the Southerly lines of Lots 53 through 56; thence Northwesterly 333.07 feet along said Northerly line and the arc of a curve to the left, whose radius is 400.00 feet and whose chord bears N67°29'31"W, 323.53 feet; thence N00°3'23"W, 162.32 feet to the South line of Lot 65, Grand Terrace Subdivision; thence S86°58'51"W along said South line 13.91 feet to the West line of said Lot 65; thence N00°30'50"W along said West line 141.09 feet to the point of beginning.

Contains 125,084 square feet, 2.87 Acres

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/5 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

APPROVED by the Plan Commission of the Village of Williams Bay this 9th day of June, 2020.

VILLAGE OF WILLIAMS BAY

By: 
William Duncan, Chairperson

Attest: 
Jackelyn Pankau, Clerk



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission/Village Board Meeting May 25, 2021

May 14, 2021

APPLICANT: University of Chicago (Owner)

TAX KEY: WAS 00001A

STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Village of Williams Bay

- 1) Applicant is requesting to change the Village of Williams Bay Comprehensive Plan Future Land Use Map designation from Institutional to Large Lot Residential.
- 2) Applicant is requesting rezoning from P & I Public and Institutional to SF-2 Large Lot Residential.
- 3) Applicant is requesting approval of a 3-lot Certified Survey Map.

Excerpts from the Comprehensive Plan:

- Large Lot Residential Description: This future land use category is intended for single-family detached residential development, served by public sanitary sewer and water and full urban services. Small community facility uses—such as parks, schools, and churches—may also be built on lands within this category. As shown on Map 5, future Large Lot Single-Family development areas are shown mainly in areas in which this land use existed at the time this Plan was written, particularly along the shores of Geneva Lake.
- Recommended Zoning: The existing Village zoning districts most appropriate to implement this future land use category include the RS-1 and RS-2 Single Family Residential districts.

Staff Comments:

Approval is recommended based on the following:

- The Large Lot Land Use Plan designation is consistent with the proposed SF-2 zoning and proposed land division for three single-family residential dwellings located on a total lot area of 8.72 acres.
- The proposed zoning map amendment advances the purposes of the zoning ordinance as outlined in Section 18.0103 – This zoning ordinance is adopted for the purpose of protecting the health, safety, morals, comfort, convenience, and general welfare of the public.
- The proposed zoning map amendment is in harmony with the recommendations of the Comprehensive Plan.
- The proposed zoning map amendment maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning district(s).
- Factors have changed making the subject property more appropriate for a different zoning district.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

ORDINANCE #2021 - 01
AN ORDINANCE TO AMEND THE
COMPREHENSIVE PLAN OF THE VILLAGE OF WILLIAMS BAY

The Village Board of the Village of Williams Bay do ordain as follows:

- Section I. Pursuant to Section 62.23(2) and (3) of the Wisconsin Statutes, the Village of Williams Bay has prepared and adopted a Comprehensive Plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.
- Section II. The Village Board of the Village of Williams Bay has adopted and followed written procedures designed to foster public participation in every stage of the preparation or amendment of its Comprehensive Plan as required by Section 66.1001(4)(a) of the Wisconsin Statutes and Chapter 11 of the Village of Williams Bay Comprehensive Plan.
- Section III. The Plan Commission of the Village of Williams Bay, by a majority vote of the entire Plan Commission recorded in its minutes, has adopted a Resolution recommending to the Village Board the adoption of the following amendment to the Village of Williams Bay Comprehensive Plan consistent with the requirements of Section 66.1001(4) of the Wisconsin Statutes and Chapter 11 of the Village of Williams Bay Comprehensive Plan:
- "Amending Future Land Use Map contained in Chapter 6 Map 5 by amending the designation of the property described in Section V below from Institutional to Large Lot Residential."
- Section IV. The Village of Williams Bay has held at least one public hearing on this Ordinance, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes and Chapter 11 of the Village of Williams Bay Comprehensive Plan and provided other opportunities for public involvement for its adopted participation strategy and procedures.
- Section V. The Village Board of the Village of Williams Bay, Wisconsin, does, by the enactment of this Ordinance, formally amend the Village of Williams Bay Comprehensive Plan pursuant to Section 66.1001(4)(c) of the Wisconsin Statutes and Chapter 11 of the Village of Williams Bay Comprehensive Plan, as follows:

Amend Future Land Use Map contained in Chapter 6 Map 5 by amending the designation of the following described property from Institutional to Large Lot Residential:

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. ¼ OF THE SW. ¼ OF SECTION 1 AND THE NE. ¼ OF THE NW. ¼ OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

Section VI. This ordinance shall take effect upon passage by a majority vote of the members elect of the Village Board and publication/posting as required by law.

Adopted by the Village Board of the Village of Williams Bay this _____ day of _____, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Jackie Pankau, Clerk

First Reading: _____
Second Reading: _____
Date Adopted: _____
Date Published: _____



Board of Trustees and Plan Commission
Village of Williams Bay
P.O. Box 580
250 Williams Street
Williams Bay, WI 53191
Attn: Bill Duncan, Board Chair (bduncan@williamsbay.org)

VIA HAND DELIVERY TO VILLAGE AND EMAIL

May 14, 2021

Dear Village Board of Trustees and Plan Commission Members:

We are pleased to participate in the public hearing and joint Village Board and Plan Commission meeting scheduled for May 25 regarding our proposal. As noted by former Trustee, Jim Killian, and other members of the public at the April 21 hearing, the University has worked to diligently and transparently fulfill each request made by the Village and to respond in detail to questions and concerns that we have heard both from the Village and members of the public.

In advance of the May 25 meeting, and as previously mentioned in other public forums, we also wish to make you aware that in recent months the University has received offers from third parties for potential institutional uses of this lakefront parcel. The University has declined to pursue these offers for various reasons including the terms presented, the potential for higher density development as of right (e.g., structures of up to 20,000 gross square feet along with required off-street parking) than our current proposal, and the interests of and contractual obligations to the buyers with whom we are under contract. We appreciate that offers can be made at any time, but having considered those we have received and declined to pursue, we continue to believe the residential proposal presents the best opportunity to guarantee low-density development and preservation of these woodlands for the long-term. The residential proposal would also generate tax revenue for the Village. Our goal is to have the Village take action on the specific requests of our application, which is to amend the future land use map of the Comprehensive Plan, and rezone and subdivide the subject property for residential use. No other speculative uses for the property are a part of our application or should be considered in reviewing our application.

EDWARD H. LEVI HALL

5801 S. ELLIS AVENUE, SUITE 500 • CHICAGO, ILLINOIS 60637

TELEPHONE: 773-702-4559 • FAX: 773-702-0809 • EMAIL: TRACYMCCABE@UCHICAGO.EDU

Lastly, we write to summarize the materials that the University has previously submitted to the Village for your consideration. These materials are unchanged from those last provided to the Village and posted on the Village website, with the exception of item 4 (Subdivider Agreement) which has been put into execution ready form by the Village.

Enclosed please find the following documents and information:

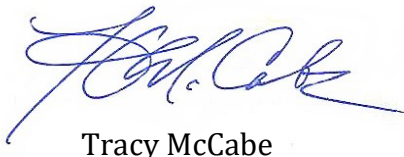
1. **University Petition to Amend the Comprehensive Plan:** The Petition was originally filed on March 11, 2020, and requests to amend the future land use designation of the lakefront parcel on the Future Land Use Map to Large Lot Residential. As the portion of the petition relating to tax parcels WGT 00011 and WGT 00012 (which is referred to in the Petition is “Parcel A” and now owned by Mr. Michael K. O’Brien and Mrs. Anita P. O’Brien) was approved by the Village on July 22, the request now before the Village relates solely to the lakefront parcel.
2. **University Application to Rezone the Lakefront Parcel:** This application was also originally filed on March 11, 2020. While the University’s request to rezone the lakefront parcel from P&I to SF-2 as described in the application is unchanged, the enclosed narrative was updated to reflect additional information provided to the Village, which is also described below.
3. **CSM Supplemental Information:** Since its submission in March 2020, and at the request of the Village, the proposed CSM has been supplemented to: (i) depict areas with slopes in excess of 12% (see CSM page 2); (ii) add a utility access and drainage easement over a western portion of the property as requested by the Village (see CSM Page 3); and (iii) specify a 30’ foot easement over the existing watermain that runs through the property. The CSM was prepared by Certified Land Surveyor, Keith Kindred, of Short Elliott Hendrickson (SEH) Inc. Also, based on a July 2020 Village request, the University completed a Site Assessment Checklist.
4. **Subdivider Agreement:** The University and the Village, each represented by counsel, have negotiated a subdivider agreement which provides for the replacement of the existing water main and rehabilitation of the existing sewer main located on the property, the cost of which will be borne by the owners of the underlying lots upon completion of the improvements. The agreement also references the restrictions on tree removal pursuant to the Village Zoning Ordinance, including limitations on selective cutting to not more than 30% of the woodlands within a given development pad.
5. **Tree Survey:** At the request of the Village, the University obtained a tree survey of the property, which identified and located over 600 individual trees across 19 species. The tree survey, which is on file with the Village, was prepared by Short Elliott Hendrickson (SEH) Inc.
6. **Archaeological Survey Report:** Based on public comment at the July 22 public hearing, and as requested by the Village, the University engaged Midwest Archaeological Research Services, Inc. (MARS), an archaeological firm included on the Wisconsin Historical Society’s List of Archaeological Consultants, to

conduct a Phase I archaeological reconnaissance survey. The scope of the survey was jointly determined by the Village staff and the University and did not include the portion of land west of the footpath, as that area of steep slopes is not suitable for residential construction and would be subject to multiple easements to the Village. As noted in the report, MARS excavated 34 shovel test probes and did not find any cultural material, prehistoric deposits or human remains. MARS opined that, based on its finding, additional survey work is not warranted.

7. **Pedestrian Easement Assignment:** The University has long understood that the public values the historical footpath that connects the lakefront path to Constance Boulevard. Accordingly, the University's proposal provides for a pedestrian easement that would enable public access to the path as described in the easement, which has been reviewed by the Village. The easement, which was originally drafted for the benefit of Yerkes Future Foundation, would be effectuated via an assignment by YFF to the Village following approval of the University's requests.
8. **Driveway Study:** At the request of the Village, the University obtained a driveway study to identify potential access points to each proposed lot from Constance Boulevard, in accordance with American Association of State Highway and Transportation Officials (AASHTO) standards for intersection sight distance. The study was prepared by Short Elliott Hendrickson (SEH) Inc.

Our requests as a private landowner to rezone and subdivide this property into three lots (which cannot be further subdivided without Village approval), each limited to a single-family home, for low-density development by subsequent landowners ensures the best use of this property and forecloses the possibility of higher density, institutional uses. This request is consistent with zoning of other lots on the lakefront and immediately adjacent to our property. It also provides important financial support to the Yerkes Observatory as well as the Village through additional seed funding and tax revenue, respectively, while funding and effectuating infrastructure improvements by subsequent buyers, as the Village desires. In addition to these important stakeholders, we are confident that our proposal, if approved, will help ensure that the lakefront property's natural beauty will be maintained and preserved by its future owners for generations to come.

Sincerely,



Tracy McCabe

cc: Bonnie Schaeffer, Zoning Administrator (zoning@williamsbay.org)
Becky Tobin, Village Administrator (admin@williamsbay.org)

Petition to Amend Comprehensive Plan

COMPREHENSIVE PLAN AMENDMENT PETITION

Project Location: Part of Blocks A through D of the Assessors Subdivision Plan in the Village of Williams Bay, and a parcel commonly known as 415 Grand View Avenue in the Village of Williams Bay, both of which are described in the attached Exhibit A.

Property Owner: The University of Chicago, 5801 S. Ellis Avenue, Chicago, IL 60637

Owner's Agent: Egert Law, SC, Nicholas A Egert, 835 Geneva Parkway North, Suite 1, Lake Geneva, WI 53147

Description of Proposed Village of Williams Bay Comprehensive Plan Amendment: Pursuant to the procedure described in Wisconsin Statutes Section 66.1001(4), the University of Chicago hereby petitions the Board of Trustees of the Village of Williams Bay to amend the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan (at page 71). Specifically, the University petition seeks to change the designation of (i) part of tax key parcel WAS0001 (The "Lakefront Parcel") and (ii) tax key parcels WGT 00011 and WGT 00012 (collectively "Parcel A"), each as more fully described in the University of Chicago's application for Zoning Map Amendment enclosed herewith, from "Institutional" to "Large Lot Residential", as described more fully on page 58 of the current Village of Williams Bay Comprehensive Plan. No amendments to the text of the Comprehensive Plan are being requested.

Additional Statement in Support of Petition: As part of its effort to secure a long-term plan with the Yerkes Future Foundation for the preservation of Yerkes Observatory and the surrounding campus, the University seeks to rezone the Lakefront Parcel and Parcel A from "Public and Institutional" to "SF-2", Large Lot Residential. As noted in the rezoning application, a zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village. With respect to Parcel A, which has historically contained a single family home that was bequeathed to the University by the astronomer, Edward E. Barnard, in 1924, the rezoning to SF-2 will align the zoning with the parcel's historical residential use. The University understands that in connection with its applications for Zoning Map Amendment, conforming amendments to the Future Land Use Map must also be requested to facilitate ongoing consistency between the Future Land Use Map and Village amendments to the Zoning Map.

Accordingly, the University respectfully petitions the Village of Williams Bay to consider and approve the above-described amendments to the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan.

UNIVERSITY OF CHICAGO, as Owner

By: _____



Nicholas A. Egert, as Agent.

Date: March 11, 2020

EXHIBIT A

Legal Description

Lakefront Parcel:

Part of Blocks A and Part of Block C of Assessor's Subdivision, being a part of the SE 1/4 of the SW 1/4 of Section 1 and the NW 1/4 of Section 12, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Parcel A/415 Grand View:

All of Lots 53 through 55, part of Lot 56, all of Lots 65 through 68 of Grand Terrace, a subdivision at Lake Geneva, Wisconsin, and land conveyed by Doc Nos. 167281 and 167282, being a part of the NW 1/4 of the SW 1/4, Section 1, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Rezone Application - Updated Narrative

Applicant: University of Chicago
Parcel: WAS 00001A
Exhibit A

APPLICATION NARRATIVE
(Updated as of October 8, 2020)

The University of Chicago, being the “Applicant” in this matter, respectfully requests the rezoning and the approval of the attached Certified Survey Map (labeled Exhibit A), for the property platted and described in the attached Certified Survey Map, which property is hereinafter referred to as “Lakefront Parcel.”

The Lakefront Parcel is currently zoned as “P&I”, Public and Institutional, under the Village of Williams Bay Zoning Ordinance. P&I zoning allows for multiple potentially unsuitable uses by right, including gyms, commercial swimming pools, community centers, churches, and convention centers. Even more intense uses, such as group homes, nursing homes, or hospitals are allowable with a conditional use permit under P&I zoning. The Applicant seeks to rezone the Lakefront Parcel from P&I to “SF-2”, Large Lot Residential. A zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village.

The proposed Certified Survey Map provides for an extremely low-density residential setting consisting of three single family lots. Each lot satisfies the SF-2 zoning requirements; Lot 1 and Lot 2 would each be 133 feet wide and 2.0 or more acres in size. Lot 3 would be 266 feet wide and contain 4.2 acres.

This application splits over 550 feet of lake frontage between the three single-family residential lots, with no lot having less than 133 feet of lake frontage. By comparison, the nearby residential lakefront lots on both Outing Street and Constance Boulevard average around 50 feet of lake frontage per lot.

As depicted on the Certified Survey Map and more fully described therein, a proposed pedestrian easement, running the length of Lot 3 would maintain walking access between the lakefront path along Geneva Lake and Constance Boulevard. Per the terms of the pedestrian easement, a copy of which has been made available to the Village, vehicular access would be prohibited from utilizing the easement. Said pedestrian easement is designated to the benefit of Yerkes Future Foundation, Inc. (hereinafter YFF) and is assignable directly to the Village following receipt of the University’s requested approvals.

While any further subdivision would require additional applications to, and approvals from, the Village, the Applicant has included a prohibition against further subdivision of the newly created lots in the Certified Survey Map so as to maintain the low-density residential setting. Further, the proposed Subdivider Agreement with the Village includes a deed restriction that expressly prohibits development of any more than one single family residence per lot. The CSM includes the topography of the parcel and demonstrates that notwithstanding steep slopes that exist on portions of the parcel, there remains ample, buildable land (i.e., less than 12% grade) for the placement of a single-family home on each lot. Exact homesites and building plans would be subject to future review and approval by the Village and future parcel owners.

Midwest Archeological Research Services also conducted a Phase I archaeological reconnaissance survey in September 2020 and did not find any cultural material, prehistoric deposits or human remains in the surveyed area. The University acknowledges that the parcel is designated as Primary Environmental Corridor in the Future Land Use Map of the Village Comprehensive Plan. Although this designation does not come with any restrictions on development of the parcel, the University has consulted with SEWRPC regarding its proposal, and notes no objections (formal or informal) to the proposed rezoning and subdivision as described herein were raised. The University further notes that the Future Land Use Map PEC designation extends to several SF-2 properties in the vicinity of the parcel.

The pending application is also favorable to the Williams Bay community as it forecloses the possibility of future commercialization on this portion of the lakefront. The creation of three single family residential lots represents the best feasible use of the Lakefront Parcel, and benefits the neighboring Yerkes Observatory campus, with a portion of the proceeds from lakefront parcel sales directed to YFF. Rezoning the parcel to provide for low density residential use will also help ensure the lakefront property's natural beauty will be maintained and preserved by its owners for generations to come.

Certified Survey Map and Site Assessment Checklist

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

SEE SHEET 2 FOR TOPO DETAIL
SEE SHEET 3 FOR SETBACK AND EASEMENT DETAIL
SEE SHEET 4 FOR CURVE TABLE

SCALE: 1" = 150'



NOTE: NO FURTHER LAND DIVISION ALLOWED WITHOUT APPROVAL OF THE VILLAGE OF WILLIAMS BAY.

UTILITY ACCESS AND DRAINAGE EASEMENT

ZONING CLASS: P&I

BLOCK C
ASSESSOR'S
SUBDIVISION

BLOCK A
ASSESSOR'S
SUBDIVISION

CONSTANCE BLVD.

50.00' R/W
BY USAGE

LOT 1
TO ORDINARY
HIGH WATER
MARK
96,873 S.F.
2.22 AC.
TO MEANDER
LINE
94,267 S.F.
2.16 AC.

LOT 2
TO ORDINARY
HIGH WATER
MARK
86,622 S.F.
1.99 AC.
TO MEANDER
LINE
83,727 S.F.
1.92 AC.

LOT 3
TO ORDINARY
HIGH WATER
MARK
196,303 S.F.
4.51 AC.
TO MEANDER
LINE
194,022 S.F.
4.46 AC.

OUTLOT 1
CSM #4038
ZONING
CLASS: SF-2

FND CONC MON
W/ALUM CAP
S 1/4 CORNER
SEC 1-1-16
ELEV.=874.63

LOT 3
CSM #4038
ZONING
CLASS: SF-2

FRONTAGE
137 LF

FRONTAGE
135 LF

FRONTAGE
286 LF

MEANDER LINE

S69°00'14"W
284.05'

S81°38'12"W
136.27'

S79°03'22"W
135.25'

GENEVA LAKE

PUMP HOUSE
0.3' EAST

FND CONC MON
W/BRASS CAP
SW CORNER
SW 1/4
SEC 1-1-16
S88°39'43"W 2640.81'
SOUTH LINE OF SW 1/4 SECTION 1-1-16

ZONING CLASS: P&I

FOUND
1/2" IP

UNPLATTED
LANDS



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

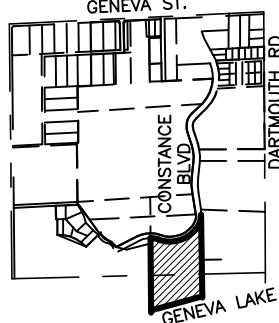
LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT

ANY LAND BELOW THE ORDINARY HIGH WATERMARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION

LOCATION MAP

SW. 1/4 SEC. 01-T01N-R16E
GENEVA ST.



1"=2000'

PER FEMA PANEL 55127C0308D, EFFECTIVE 10-2-2009 SITE IS IN ZONE X-AREA OF MINIMAL FLOOD HAZARD. PER THE FIS 55127CV000B REVISED 9-3-14, STILLWATER ELEVATION OF GENEVA LAKE IS 865.3 (ADJUSTED TO NGVD29). THE ESTABLISHED ORDINARY HIGH WATER MARK (OHWM) OF GENEVA LAKE IS 865.3.

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 01-01-16 AS N88°39'43"E, VERTICAL DATUM NGVD 29.



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DELAFIELD, WI 53018-9351
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PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 1 OF 6

CERTIFIED SURVEY MAP NO.

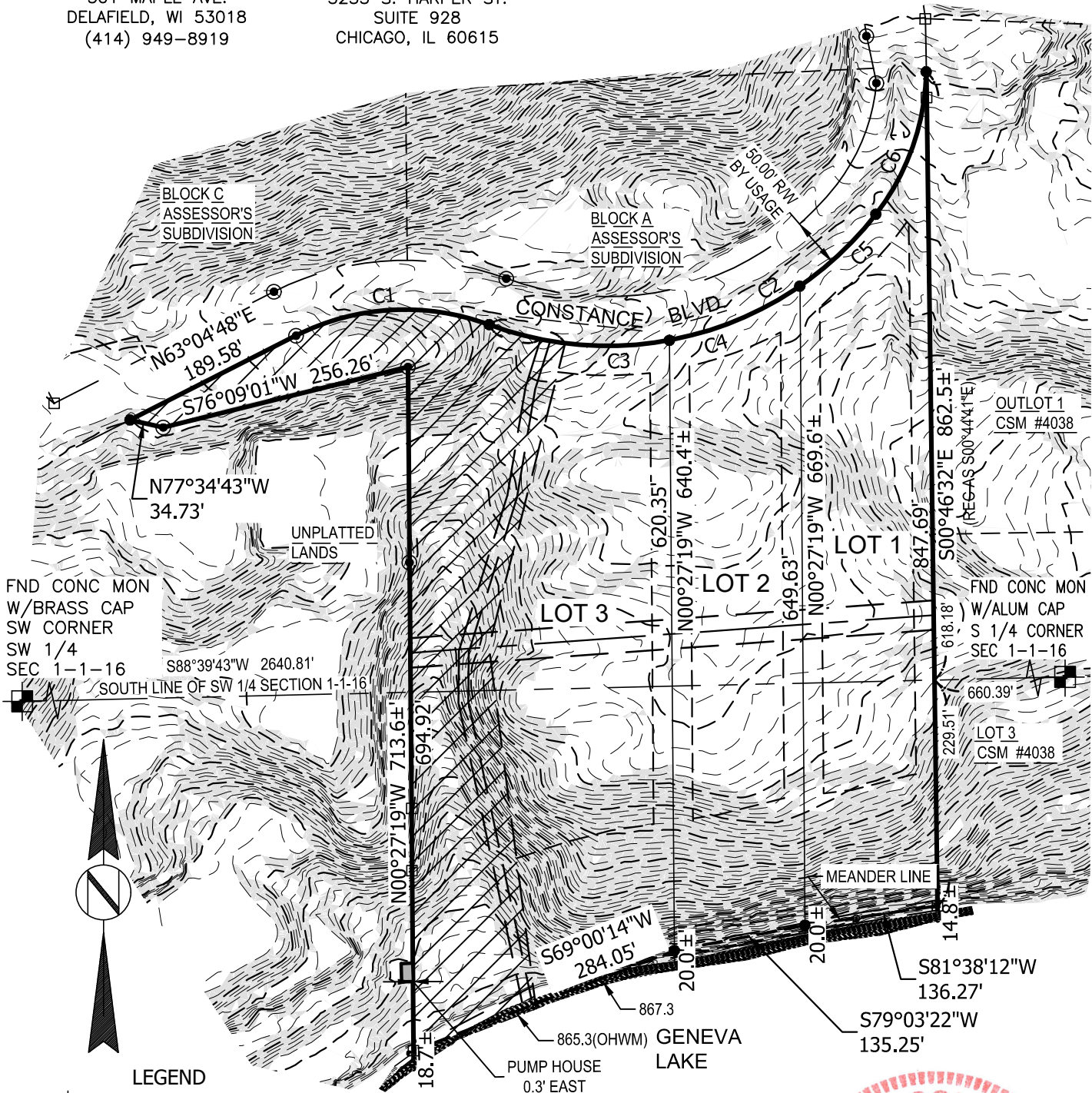
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:

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(414) 949-8919

SURVEY FOR:

UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615



LEGEND

— CONC. MON. W/ BRASS CAP FND.

— 1" IRON PIPE FOUND
(UNLESS OTHERWISE STATED)

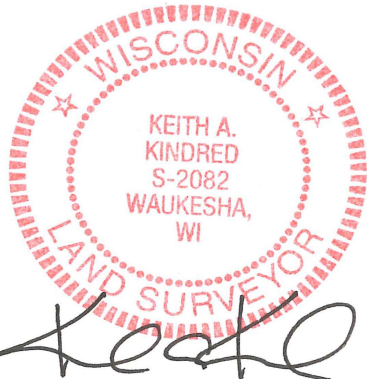
— 11/16" REBAR SET, 18" LONG,
WT. = 1.13 LBS./LIN. FT.

— FOUND CONCRETE MONUMENT

— AREAS OF SLOPES > 12%

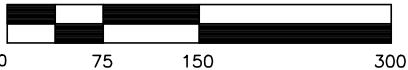
— UTILITY ACCESS AND DRAINAGE EASEMENT

NOTE: ALL LOTS SUBJECT TO 30'
WATERMAIN EASEMENT. LOCATION CAN
BE MODIFIED BY OWNER AS APPROVED BY
THE VILLAGE OF WILLIAMS BAY.



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SCALE: 1" = 150'



PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

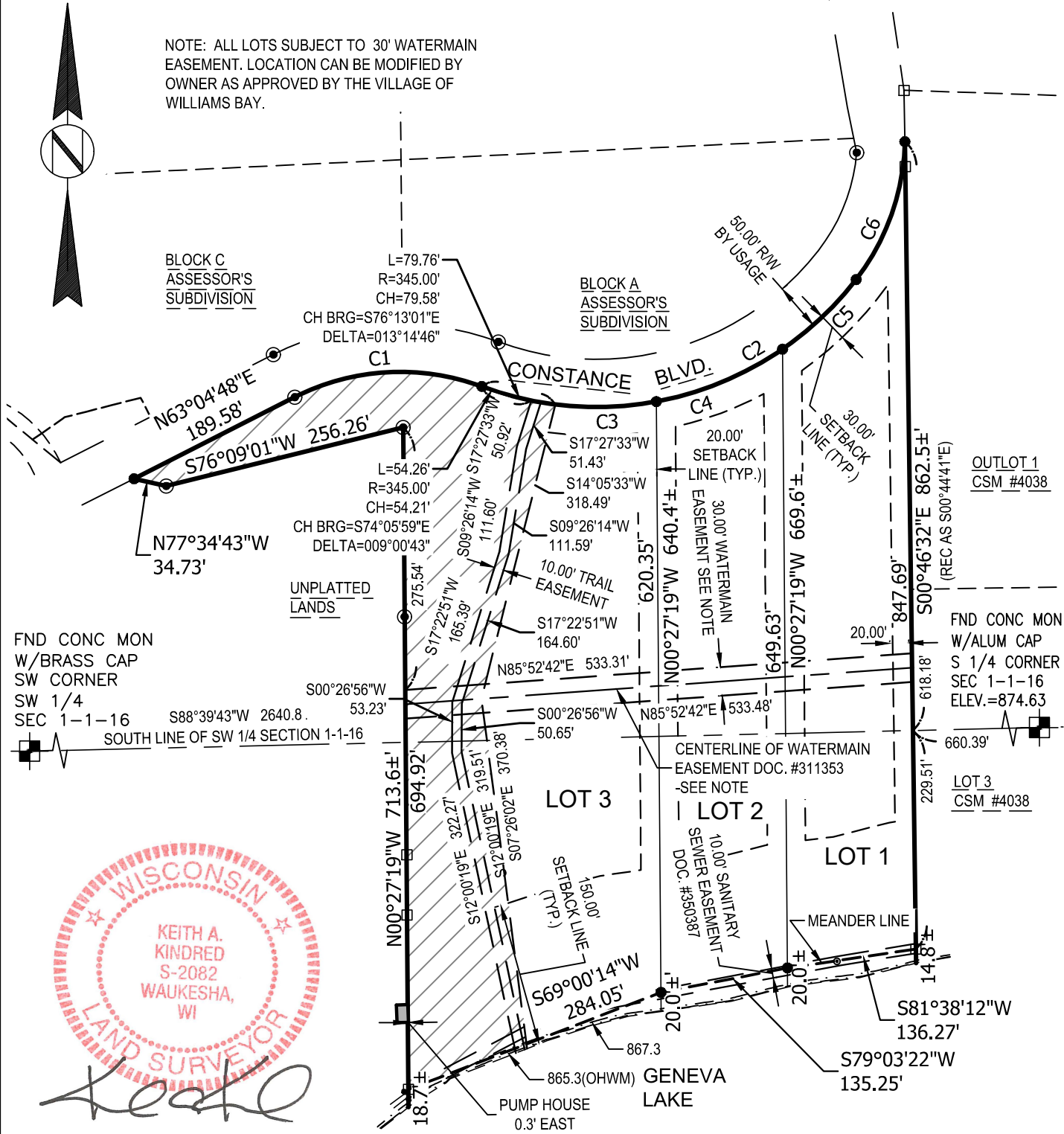
REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SHEET 2 OF 6

CERTIFIED SURVEY MAP NO.

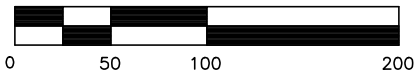
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

NOTE: ALL LOTS SUBJECT TO 30' WATERMAIN EASEMENT. LOCATION CAN BE MODIFIED BY OWNER AS APPROVED BY THE VILLAGE OF WILLIAMS BAY.



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SCALE: 1" = 100'



LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT
- UTILITY ACCESS AND DRAINAGE EASEMENT

SURVEYOR:
KEITH A. KINDRED,
PLS S-2082
SEH, INC.
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PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 6

University of Chicago May 14 Letter Attachments - Pg 10

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

That I have made such survey, land division and Certified Survey Map by the direction of the University of Chicago owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Williams Bay and Walworth County in surveying, dividing and mapping the same.

Dated this 2nd day of December, 2019.
Revised this 18th day of February, 2020.
Revised this 11th day of March, 2020.
Revised this 7th day of July, 2020.
Revised this 10th day of August, 2020.
Revised this 17th day of August, 2020.
Revised this 7th day of October, 2020.



Keith A Kindred, PLS 2082



Curve Table							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	245.00	47°17'24"	202.21	196.52	N86°45'40"E	S69°35'38"E	N63°06'58"E
C2	345.00	72°40'36"	437.61	408.86	N74°04'04"E	S69°35'38"E	N37°43'46"E
C3	345.00	30°55'20"	186.20	183.94	S85°03'18"E	S69°35'38"E	N79°29'02"E
C4	345.00	24°00'28"	144.55	143.51	N67°28'48"E	N79°29'02"E	N55°28'33"E
C5	345.00	17°44'48"	106.86	106.43	N46°36'10"E	N55°28'33"E	N37°43'46"E
C6	245.00	36°30'21"	156.10	153.47	N19°28'35"E	N37°43'46"E	N01°13'24"E

CERTIFIED SURVEY MAP NO. _____

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

As owner, University of Chicago, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1) VILLAGE OF WILLIAMS BAY

Date: _____ Signed: _____
_____ Member

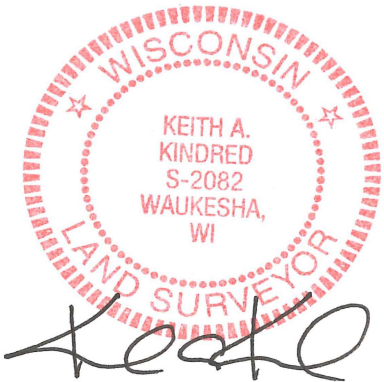
STATE OF _____)
_____ COUNTY) SS

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

Notary Public

_____ County, Wisconsin

My Commission Expires _____



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
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DATED THIS 2ND DAY OF DECEMBER, 2019



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
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CERTIFIED SURVEY MAP NO. _____

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
William Duncan, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

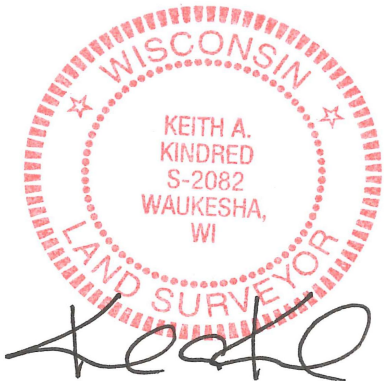
APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Williams Duncan, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
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APPENDIX E: SITE ASSESSMENT CHECKLIST

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(A) Land Resources. Does the project site involve any of the following:		
(1) Changes in relief and drainage patterns (Attach a topographical map showing, at a minimum, 2-foot contour intervals)	X	
(2) A landform or topographical feature including perennial streams		X
(3) A floodplain (If "yes," attach 2 copies of the 100-year floodplain limits.)	X	
(4) An area of soil instability (greater than 18% slopes and/or hydric of alluvial soils), as depicted in the applicable County Soils Survey	X (as to slopes, nonhydric)	
(5) An area of bedrock within six feet of the soil surface as depicted in the County Soils Survey or a more detailed source		X
(6) An area with groundwater table within five feet of the soil surface as described in the County Soils Survey or a more detailed source		X
(7) Areas of existing fill or grading		X
(8) An area with fractured bedrock within 10 feet of the soil surface as depicted in the County Soils Survey		X
(9) Prevention of future gravel extraction		X
(10) A drainageway with a tributary area of five or more acres		X
(11) Lot coverage of more than 50% impermeable surfaces		X
(12) Prime agricultural lands as depicted in the applicable County Soils Survey or adopted farmland preservation plans		X
(13) Wetlands as depicted on WisDNR wetland inventory maps or more detailed sources		X
(14) Environmental corridors, as mapped by the Village, County, or SEWRPC	X	
(B) Water Resources. Does the project site involve any of the following:		
(1) Location in an area traversed by a navigable stream, intermittent stream, or dry run		X
(2) Impact on the capacity of a stormwater storage system or flow of a waterway within one mile	To be determined in association with development by subsequent landowner	
(3) Existing drainage tile		X
(4) Lowering of water table by pumping or drainage		X
(5) Raising of water table by altered drainage		X
(6) Frontage on a lake, river, stream, or other navigable waterway	X	
(7) The use of septic systems for on-site waste disposal		X
(8) Existence or use of private wells		X
(C) Biological Resources. Does the project site involve any of the following:		
(1) Critical habitat for plants and animals of community interest or per WisDNR inventory:	To be determined in association with development by subsequent landowner	
(2) Endangered or rare plant or animal species per the WisDNR Wisconsin Natural Heritage Inventory:	same as above	
(3) Trees with a diameter of six or more inches at breast height outside of "mature woodlands" as defined in the subdivision ordinance (if yes, all trees of such size must be mapped)	X	
(4) Removal of over 40% of the trees on the site within a "mature woodland" as defined in the subdivision ordinance.		X

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(D) Human and Scientific Interest per State Historical Society Inventory. Does the project site involve any of the following:		
(1) An area of archeological interest included on the Wisconsin Archeological Site Inventory:		X
(2) An area of historical interest, including historic buildings or monuments listed on the State or National Register of Historic Places		X
(E) Energy, Transportation, Communications, and Community Facilities:		
(1) Would the development increase traffic flow on any arterial or collector street by more than 10% based upon the most recent traffic counts and trip generation rates provided by the Institute of Transportation Engineers?		X
(2) Is the land traversed by an existing or planned transportation facility, as shown on the Village's Official Map or in its Comprehensive Plan?		X
(3) Is the land identified on the Village's Official Map or in its Comprehensive Plan for new or expanded community facilities?		X
(4) Is the land within a highway noise impacted area (within 500 feet of an interstate or state or federal highway)?		X
(5) Is the land traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?		X
(F) Population:		
(1) Which public school service areas (elementary, middle, and high) are affected by the proposed development, and what are those schools' available capacities?: To be provided in association with development by subsequent landowner	Elementary: _____ Capacity: _____ Middle: _____ Capacity: _____ High: _____ Capacity: _____	
NOTES: 1. "Yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development. 2. The Plan Commission may waive the filing of a site assessment checklist for subdivisions of less than 5 acres total area.		

SUBDIVIDER AGREEMENT FOR FUTURE IMPROVEMENTS TO VILLAGE UTILITIES

THIS SUBDIVIDER AGREEMENT (the “Agreement”) is made as of this _____ day of _____, 2021, by and between the University of Chicago (the “Owner”) and the Village of Williams Bay (the “Village”) with reference to the following.

RECITALS

- A. Owner holds title to certain real property located in the Village, more particularly described on the attached Exhibit A (the “Property”);
- B. This Agreement is entered into as a Village requirement related to the Property being rezoned to reflect a large lot residential use (SF-2) and subdivided into three separate lots by way of CSM (each a “Lot”);
- C. Upon receipt of the foregoing rezone and subdivision approvals, the Owner intends to sell each Lot to a successor in interest restricted to construction of one (1) single family residence per Lot, which restriction shall be endorsed on any and all deeds conveying any Lot.
- D. Village water and sanitary sewer lines are presently on site at the Property and will allow for service to the Property, as depicted on Exhibit B;
- E. The Village has determined that certain improvements and enhancements to infrastructure, including replacement of the existing water main and rehabilitation of the sanitary sewer line, each as depicted on Exhibit B and as described on Exhibit C are or will be required in the near future to accommodate service needs at the Property (the “Water Main and Sanitary Sewer Improvements” or “Improvements”); and
- F. The Village requires the Owner to enter into this Agreement to ensure that the Water Main and Sanitary Sewer Improvements shall be implemented and constructed as part of development of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and exhibits referenced therein are hereby incorporated into and made a binding part of this Agreement.

2. Improvements to be Constructed. No sooner than sixty (60) days following the execution of this Agreement and in no event later than the Permit Issuance Date (as defined below), the Village shall direct its Village engineer and administrator to prepare the plans and specifications for the Water Main and Sanitary Sewer Improvements work and the form of contract and bond with sureties as is necessary to bid out one or more contracts in accordance with Sec.61.54 and 62.15 Wis. Stats (each “a Contract”). Upon development of the Property by any Owner, and not later than the date upon which the Village issues a building permit to initiate the construction of a single-family residence as described in Ordinance Section 15.07 on any Lot on the Property (“Permit Issuance Date”), the Village shall cause to be constructed the Water Main and Sanitary Sewer Main Improvements. The Village shall cause the planning, design and construction of the Improvements with due diligence and cause completion of the Improvements within nine (9) months from the issuance of the above-described building permit, subject to weather conditions and other factors outside the control of the Village.
3. Cost of Improvements. Upon completion of the Water Main and Sanitary Sewer Main Improvements, the Village shall invoice Owner for the direct third-party costs incurred by the Village for the work performed to construct the Improvements (“Special Charge”). The Special Charge will be allocated in equal amounts to each Lot. Owner shall, within thirty (30) days of receipt of the invoice, pay to Village the full amount of the Special Charge. If any such Owner does not pay the invoice within thirty (30) days of receipt of same, the Village is authorized to file a lien against the Lot(s) of such Owner for the unpaid amount of the invoice as a special charge pursuant to Wis. Stat. Sec. 66.0627 and no occupancy permit shall be issued to such Owner until the invoice is paid in full.
4. Approval by the Village. All work required under this Agreement shall be subject to inspection by the Village and its engineers and shall not be deemed complete nor accepted until the Village has reasonably determined that the work has been completed in a satisfactory manner.
5. Sanitary Sewer Main Easement. Upon the written request of the Village, Owner agrees to grant the Village a sanitary sewer main easement thirty (30) feet in width in the approximate location of the current ten (10) foot wide Easement for Sewer Main shown on Exhibit B. The legal description for the easement will be provided by the Village and the Village will prepare the easement for recording with the Walworth County Register of Deeds. Upon the granting of the easement, the Village and Owner agree to vacate the current Easement for Sewer Main recorded in the Walworth County Register of Deeds in Vol. 282, Page 485 as Doc #350387.
6. Tree Removal. Tree removal on any Lot shall be in accordance with applicable Village ordinances pertaining to the selective cutting of trees. As of the date of this Agreement, selective cutting, as described in Village Ordinance 18.0307 (D), is

limited to not more than thirty percent (30%) of the woodlands on the Lot as shown on the applicable tree survey for the Property, which is attached hereto as Exhibit D. The foregoing tree removal restrictions do not include tree removal caused or required by the Village for utility or easement purposes.

7. Owner's Warranty. The undersigned warrants to Village that Owner is the fee simple titleholder to the Property, the Property is not subject to any leases, and the signatory is fully authorized to execute this Agreement on behalf of the Owner.
8. Agreement Binding on Successors in Interest. The provisions of this Agreement are for the benefit of the Property as subdivided into Lots. For this reason, the terms of this Agreement shall bind successors in interest of the Owner and any burden imposed by such terms shall run with the Property, on a Lot-by-Lot basis. Upon the transfer of ownership of a given Lot to a successor in interest, the transferor of such Lot shall cease to have any liability under this Agreement.
9. Recordation. Upon execution, at the election of either the Village or the Owner, this Agreement may be recorded with the Register of Deeds for Walworth County.
10. Notices. All notices given pursuant to this Agreement shall be by personal service or sent by certified or registered mail, return receipt requested, with delivery restricted to addressee only. The date of delivery on the return receipt shall be conclusive upon all parties to this Agreement. All other notices, demands, requests, consents, approvals or communications that either party desires or is required by this Agreement to give to the other shall be in writing and either served personally or sent by prepaid, first-class mail. Notice mailed in this manner shall be conclusively deemed communicated within forty-eight (48) hours from time of mailing. Either party may change its address by notifying the other party in writing. Until notification of such change has been received, all notices sent under this Paragraph shall be addressed as follows:

Owner: University of Chicago
5801 S. Ellis Avenue, Suite 619
Chicago, IL 60637
Attn: Vice President and General Counsel

With a copy to:

Attorney Nicholas A. Egert
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Village: Village of Williams Bay
c/o Village Administrator
P.O. Box 580
Williams Bay, WI 53191

With a copy to:

Attorney Mark Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

11. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Wisconsin.
12. Severability. If any part, term, or provision of this Agreement is held by any court to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
13. Modification. This Agreement may be modified or amended only with the prior written consent of the parties. Such modifications and amendments shall be executed with the same formality as this Agreement, shall be recorded, and shall be interpreted as provided in this Agreement.
14. Release of Obligation. In the event this Agreement is recorded and upon performance of Owner's obligations under Section 3 of this Agreement, Village shall, if requested by Owner, execute, acknowledge and deliver a quitclaim deed, or like written recordable document, to Owner within thirty (30) days after performance and to execute, acknowledge and deliver any other documents required by any title company to remove any cloud of title or exception to title coverage on the applicable Lot arising from this Agreement.
15. Effective Date. This Agreement shall become effective on the date of execution, which shall be deemed to be the date first written above.

IN WITNESS WHEREOF, the parties have executed this Subdivider Agreement as of the date first written above.

University of Chicago:

By: _____
Tracy G. McCabe, Associate Vice President

Village of Williams Bay:

By: _____
William Duncan, President

ATTEST:

Jackelyn Pankau, Village Clerk

Exhibit A
Legal Description of Property

Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

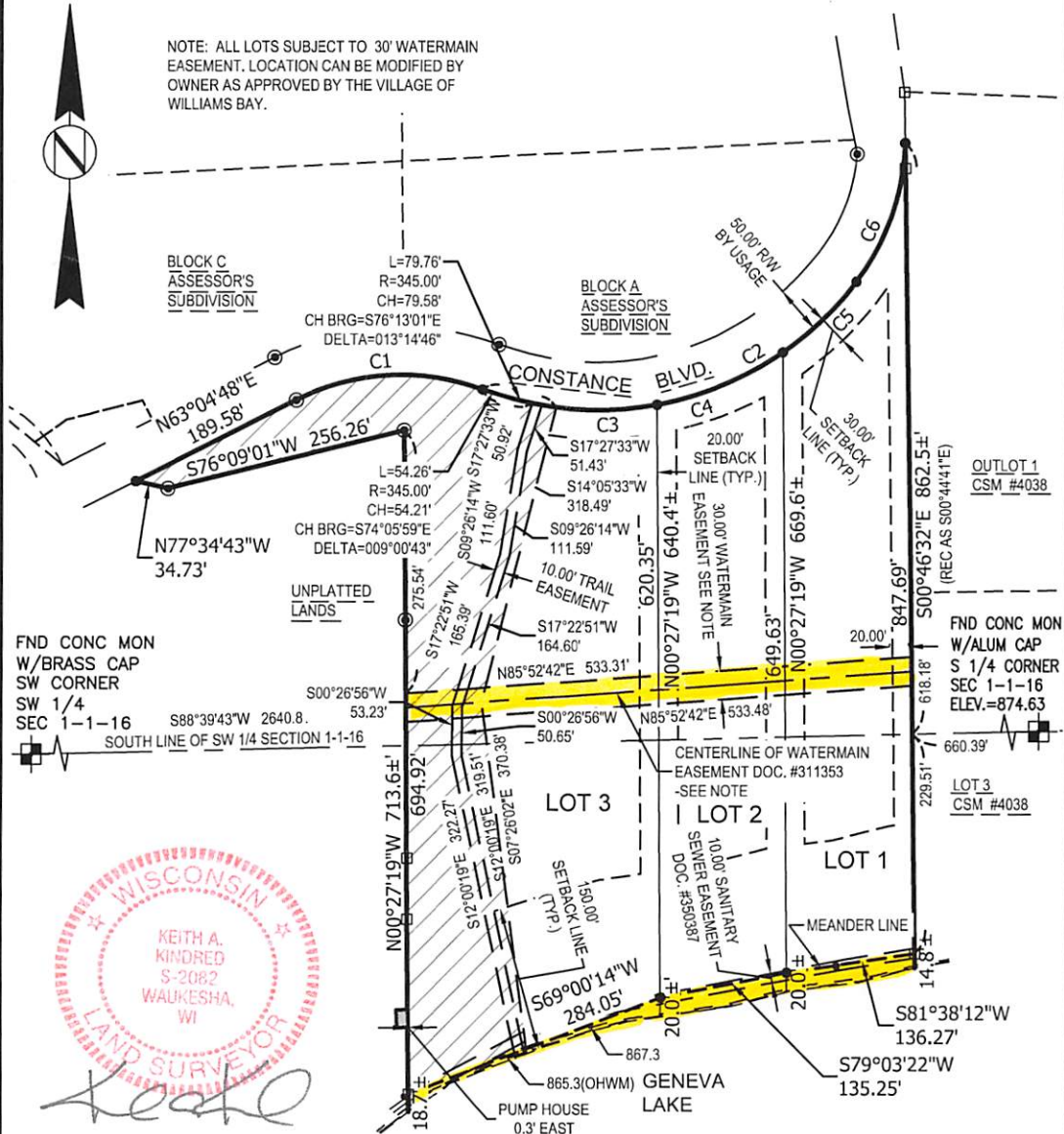
Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

EXHIBIT B

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



REVISED THIS 7TH DAY OF OCTOBER, 2020
 REVISED THIS 17TH DAY OF AUGUST, 2020
 REVISED THIS 10TH DAY OF AUGUST, 2020
 REVISED THIS 7TH DAY OF JULY, 2020
 REVISED THIS 11TH DAY OF MARCH, 2020
 REVISED THIS 18TH DAY OF FEBRUARY, 2020
 DATED THIS 2ND DAY OF DECEMBER, 2019

SCALE: 1" = 100'



LEGEND

- - CONC. MON. W/ BRASS CAP FND.
- - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- - 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- - FOUND CONCRETE MONUMENT
- ▨ - UTILITY ACCESS AND DRAINAGE EASEMENT

SURVEYOR:
 KEITH A. KINDRED,
 PLS S-2082
 SEH, INC.
 501 MAPLE AVE.
 DELAFIELD, WI 53018
 (414) 949-8919

SURVEY FOR:
 UNIVERSITY OF
 CHICAGO
 5235 S. HARPER ST.
 SUITE 928
 CHICAGO, IL 60615



PHONE: 414.949.8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

PROJECT NO. UOFCH-147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 6

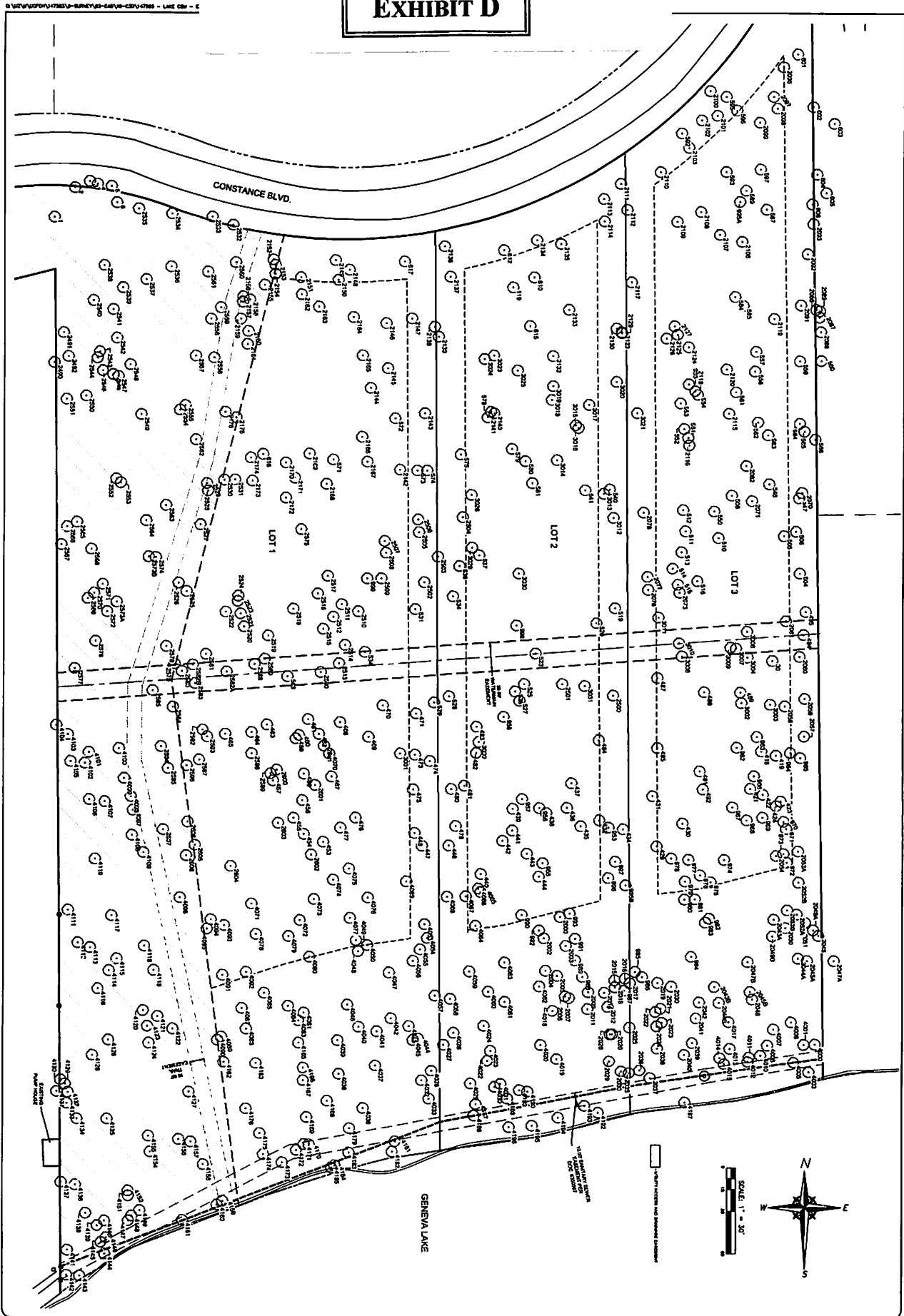
Exhibit C

As to the sanitary sewer main improvements, required construction entails first televising the existing sewer main to determine the scope of necessary construction improvements.

1. If the pipe does not have too many offset joints and/or other protrusions that would prevent the installation of a structural liner: Bypass pump, fix the pipe, and install a structural liner to restore the structural integrity of the pipe.
2. If the pipe has too many offset joints and protrusions to make the installation of the structural liner the lowest cost option: Bypass pump during the connections, install a new pipe within the same easement and abandon the existing pipe.

As to the water main improvements, required construction entails locating the existing water main, clearing trees from the easement area (solely to the extent necessary in the event horizontal directional boring is not feasible), and installing a new water main, and restoration of the project site.

EXHIBIT D



2

SHEET

TREE EXHIBIT

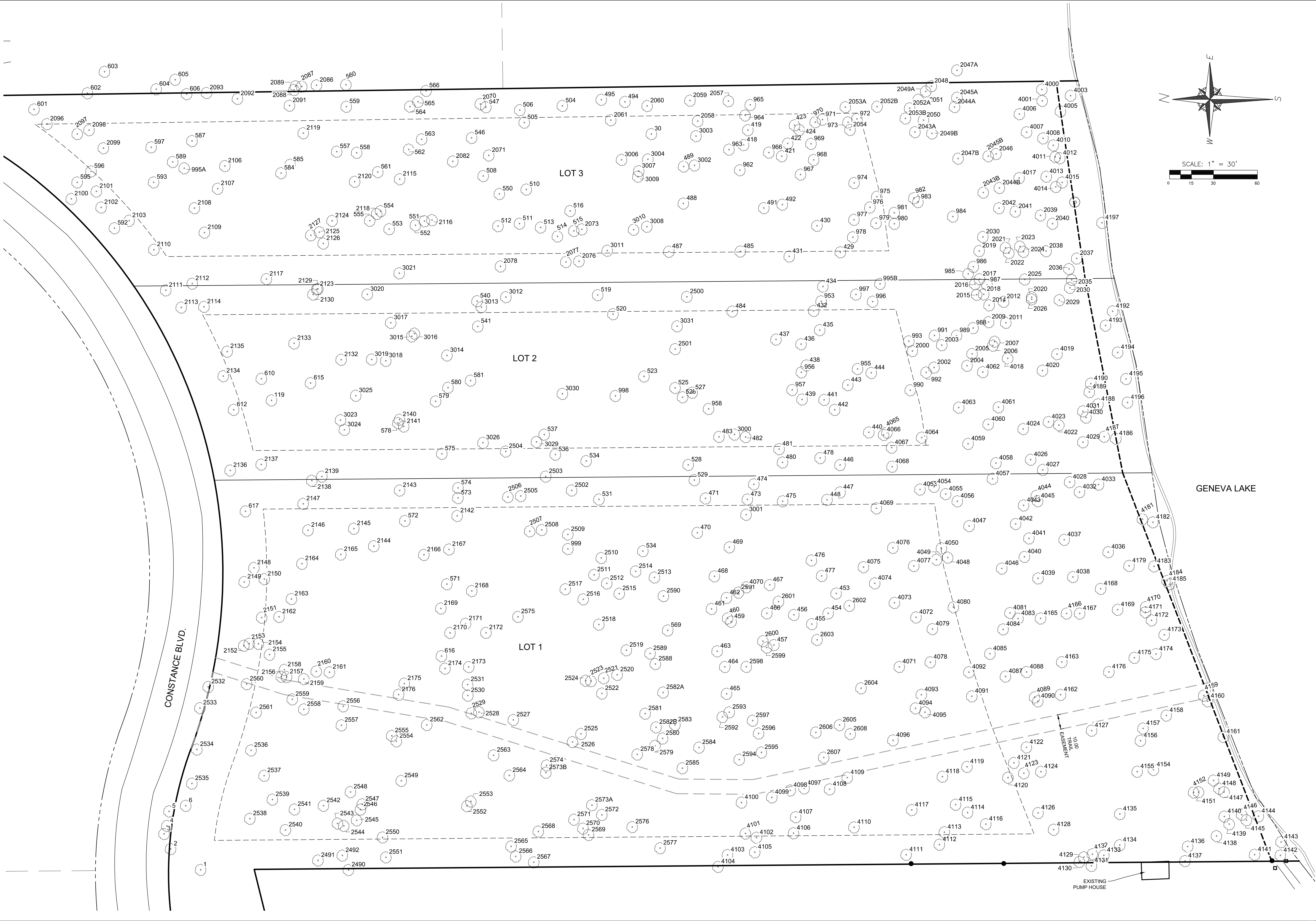


SEH FILE NO: 17059
PROJECT NO: 17059
ISSUE DATE: 7/2/2020
DESIGNED BY: DW
CHECKED BY:

NO	BY	DATE	REVISIONS
1	dw	7-4-2020	duplicate tag numbers resolved
2	dw	8-10-2020	added assessments

Tree Survey

G:\NZA\UOFCH\147585\9-SURVEY\92-CAD\10-C3D\147585 - LAKE CSW - EXHIBIT 2018.DWG



REVISIONS		DATE	BY	NO.
duplicate tag numbers resolved		7-6-2020	dw	1

UOFCH	SEH FILE NO.
147585	PROJECT NO.
7/2/2020	ISSUE DATE
DW	DRAWN BY:
---	DESIGNED BY:
KAK	CHECKED BY:


 PHONE: 414.848.8882
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com

TREE EXHIBIT

Location			Tree Number	Species	Common Name	Circumference	dBh	Notes
85563	210530.2	2389218	946.688	1	Quercus alba	White Oak	63	20
85558	210550.7	2389232	941.953	2	Quercus alba	White Oak	44	14
85559	210555.2	2389242	941.488	3	Acer rubrum	Red Maple	45	14
85560	210553.3	2389248	941.462	4	Juglans nigra	Black Walnut	19	6
85561	210551.8	2389258	941.086	5	Fraxinus pennsylvanica	Green Ash	32	10
85696	210159.4	2389713	920.527	418	Quercus alba	White Oak	43	14
85695	210156.5	2389723	919.98	419	Quercus alba	White Oak	68	22
85688	210133.4	2389705	920.03	421	Quercus rubra	Red Oak	57	18
85689	210129.3	2389714	919.461	422	Quercus rubra	Red Oak	65	21
85691	210124.6	2389726	918.602	423	Quercus rubra	Red Oak	53	17
85690	210121.3	2389723	918.673	424	Quercus rubra	Red Oak	58	18
86141	210076.8	2389462	923.153	448	Quercus alba	White Oak	48	15
85609	210093.3	2389639	921.264	429	Carya ovata	Shagbark Hickory	39	12
85685	210109.3	2389657	920.995	430	Quercus alba	White Oak	80	25
85608	210128.2	2389637	922.662	431	Quercus rubra	Red Oak	68	22
85606	210111.5	2389599	923.257	432	Quercus alba	White Oak	61	19
85607	210105.2	2389616	922.616	434	Carya ovata	Shagbark Hickory	52	17
85605	210107.4	2389586	923.996	435	Carya ovata	Shagbark Hickory	61	19
85604	210120.2	2389577	924.637	436	Quercus macrocarpa	Burr Oak	65	21
85603	210137.3	2389580	924.855	437	Quercus alba	White Oak	91	29
85638	210116.5	2389562	924.667	438	Quercus macrocarpa	Burr Oak	80	25
85637	210119.5	2389539	925.05	439	Quercus rubra	Red Oak	89	28
85632	210073.9	2389516	922.298	440	Quercus rubra	Red Oak	57	18
85636	210104.4	2389539	924.488	441	Quercus alba	White Oak	37	12
85635	210097.2	2389532	924.145	442	Quercus rubra	Red Oak	86	27
85634	210088.2	2389549	923.777	443	Quercus rubra	Red Oak	65	21
85633	210072.2	2389557	923.034	444	Quercus alba	White Oak	115	37
85631	210093.5	2389494	923.919	446	Quercus rubra	Red Oak	62	20
85622	210093.5	2389475	923.481	447	Quercus alba	White Oak	65	21
85623	210102.4	2389470	922.436	448	Quercus alba	White Oak	64	20
85619	210096.2	2389406	919.642	453	Quercus rubra	Red Oak	65	21
85618	210101.7	2389393	919.564	454	Quercus rubra	Red Oak	59	19
85617	210112.8	2389385	920.457	455	Quercus rubra	Red Oak	58	18
85616	210125.1	2389392	922.71	456	Quercus rubra	Red Oak	59	19
85646	210138.7	2389371	924.19	457	Quercus alba	White Oak	64	20
85651	210167.9	2389387	924.423	459	Quercus rubra	Red Oak	58	18
85650	210170.3	2389389	924.218	460	Quercus alba	White Oak	35	11
85649	210181.3	2389396	923.028	461	Quercus alba	White Oak	51	16
85648	210171.1	2389403	923.726	462	Quercus rubra	Red Oak	66	21
85643	210177.5	2389367	922.913	463	Quercus rubra	Red Oak	61	19
85644	210172.2	2389356	922.428	464	Quercus rubra	Red Oak	54	17
85645	210171	2389338	919.41	465	Quercus rubra	Red Oak	53	17
85647	210143.5	2389393	923.972	466	Quercus rubra	Red Oak	82	26
85615	210141.6	2389412	923.147	467	Quercus rubra	Red Oak	58	18
85614	210179.3	2389418	923.47	468	Quercus alba	White Oak	42	13
85613	210169.1	2389438	924.006	469	Quercus macrocarpa	Burr Oak	75	24
85639	210191	2389448	923.386	470	Quercus alba	White Oak	57	18
85612	210185.5	2389471	924.428	471	Carya ovata	Shagbark Hickory	46	15
85625	210156.8	2389471	924.513	473	Quercus macrocarpa	Burr Oak	65	21
85626	210152.4	2389481	924.668	474	Quercus macrocarpa	Burr Oak	65	21
85624	210132.7	2389469	922.403	475	Quercus macrocarpa	Burr Oak	85	27
85621	210113.1	2389429	921.676	476	Quercus rubra	Red Oak	54	17
85620	210106.1	2389418	920.876	477	Quercus rubra	Red Oak	62	20
85630	210107.1	2389499	924.256	478	Quercus rubra	Red Oak	65	21
85629	210132.8	2389496	924.776	480	Quercus macrocarpa	Burr Oak	69	22
85628	210135.1	2389505	925.263	481	Quercus macrocarpa	Burr Oak	82	26
85627	210158	2389513	925.949	482	Quercus alba	White Oak	57	18
85983	210176.2	2389513	925.963	483	Quercus rubra	Red Oak	64	20
85602	210167.1	2389599	924.496	484	Quercus alba	White Oak	66	21
85601	210161.7	2389640	923.636	485	Quercus rubra	Red Oak	82	26
85595	210210.4	2389640	925.085	487	Quercus rubra	Red Oak	89	28
86013	210200.4	2389698	924.392	489	Quercus macrocarpa	Burr Oak	85	27
85687	210145.6	2389670	922.11	491	Quercus rubra	Red Oak	84	27
85686	210132.9	2389672	922.032	492	Quercus rubra	Red Oak	72	23
85806	210240.5	2389742	924.726	494	Quercus rubra	Red Oak	87	28
85808	210256.6	2389744	923.846	495	Quercus alba	White Oak	63	20
85814	210283.2	2389739	921.46	504	Quercus rubra	Red Oak	49.5	16
85815	210309.2	2389728	921.189	505	Quercus rubra	Red Oak	72	23
85792	210312.3	2389736	921.14	506	Quercus rubra	Red Oak	72	23
85878	210337.2	2389691	924.143	508	Quercus rubra	Red Oak	45	14
85787	210307.8	2389682	924.944	510	Quercus rubra	Red Oak	69	22
85600	210312.4	2389659	926.564	511	Quercus rubra	Red Oak	74	24

85785	210327.2	2389657	926.728	512	Quercus rubra	Red Oak	90	29	
85599	210298	2389656	927.652	513	Quercus rubra	Red Oak	78	25	
85598	210286.5	2389650	928.148	514	Quercus rubra	Red Oak	54	17	
85597	210275.3	2389654	927.616	515	Quercus rubra	Red Oak	144	46	
85596	210277.8	2389668	926.277	516	Quercus rubra	Red Oak	120	38	
85589	210259	2389610	928.128	519	Quercus alba	White Oak	60	19	
85588	210248.6	2389597	927.82	520	Quercus alba	White Oak	114	36	
85590	210227.4	2389555	927.886	523	Quercus alba	White Oak	63	20	
85592	210206.2	2389547	927.578	525	Quercus rubra	Red Oak	79	25	
85593	210201.1	2389540	927.12	526	Quercus alba	White Oak	56	18	
85594	210194.5	2389544	927.259	527	Quercus alba	White Oak	60	19	
85610	210197.2	2389494	924.813	528	Quercus rubra	Red Oak	87	28	
85611	210193	2389484	924.338	529	Quercus alba	White Oak	66	21	
85573	210258.2	2389471	925.548	531	Quercus rubra	Red Oak	76	24	
85574	210266.9	2389497	928.436	534	Quercus alba	White Oak	84	27	
85882	210401.4	2389655	924.71	535	Quercus macrocarpa	Burr Oak	72	23	
85575	210288	2389501	930.24	536	Quercus alba	White Oak	65	21	
85576	210295.6	2389515	931.173	537	Quercus rubra	Red Oak	72	23	
85584	210340.9	2389589	932.294	541	Quercus alba	White Oak	56	18	
85789	210345.2	2389718	919.056	546	Quercus rubra	Red Oak	72	23	
85791	210335.4	2389739	918.177	547	Quercus rubra	Red Oak	84	27	
85784	210326.2	2389679	924.839	550	Quercus rubra	Red Oak	81	26	
85880	210377.3	2389661	927.471	551	Quercus rubra	Red Oak	108	34	
85906	210383.5	2389658	927.499	552	Quercus rubra	Red Oak	84	27	
85869	210414.7	2389661	922.096	555	Quercus rubra	Red Oak	108	34	
85873	210437.3	2389708	917.769	557	Juglans nigra	Black Walnut	43	14	
85874	210423.6	2389707	917.611	558	Quercus alba	White Oak	51	16	
85794	210431	2389754	915.592	560	Quercus rubra	Red Oak	68	22	
85875	210409.2	2389694	919.299	561	Quercus rubra	Red Oak	96	31	
85877	210388.1	2389710	917.965	562	Quercus rubra	Red Oak	76	24	
85779	210379.3	2389717	917.396	563	Quercus rubra	Red Oak	55.5	18	
85776	210387.3	2389739	914.799	564	Quercus alba	White Oak	50	16	
85777	210381.8	2389742	914.739	565	Quercus rubra	Red Oak	65	21	
85778	210376.2	2389750	914.023	566	Quercus rubra	Red Oak	82	26	
85640	210211.2	2389381	921.38	569	Quercus alba	White Oak	62	20	
85571	210362.1	2389413	933.07	571	Quercus rubra	Red Oak	72	23	
85570	210390.7	2389456	935.18	572	Quercus rubra	Red Oak	84	27	
85577	210354.5	2389472	933.78	573	Quercus alba	White Oak	67	21	
85578	210354.4	2389478	933.823	574	Quercus alba	White Oak	63	20	2 trunks
85579	210365.5	2389502	935.772	575	Quercus rubra	Red Oak	123	39	
85580	210395.5	2389523	934.772	2050	Tilia americana	Basswood	55	18	
85581	210369.7	2389538	935.131	579	Quercus alba	White Oak	54	17	
85583	210361.3	2389547	934.45	580	Carya ovata	Shagbark Hickory	36	11	
85582	210345.9	2389552	933.815	581	Quercus rubra	Red Oak	89	28	
85825	210475.3	2389693	918.884	584	Quercus rubra	Red Oak	27	9	
85826	210536.1	2389715	922.32	587	Quercus rubra	Red Oak	67	21	
85828	210549.3	2389701	924.055	589	Quercus rubra	Red Oak	75	24	
85838	210589.1	2389656	927.111	592	Quercus rubra	Red Oak	90	29	
505	210562.3	2389687	0	593	Quercus rubra	Red Oak	72	23	
85842	210614.5	2389687	928.331	595	Quercus alba	White Oak	75	24	
85843	210605	2389695	927.159	596	Quercus alba	White Oak	62	20	
85829	210564	2389711	923.979	597	Quercus alba	White Oak	156	50	
85848	210644	2389737	928.647	601	Quercus rubra	Red Oak	96	31	
85834	210607.5	2389748	926.9	602	Quercus rubra	Red Oak	99	32	
85835	210595.9	2389763	928.253	603	Quercus alba	White Oak	47	15	
85831	210560.6	2389751	926.452	604	Quercus rubra	Red Oak	72	23	2trunks
85832	210547.6	2389757	926.259	605	Quercus rubra	Red Oak	144	46	2trunks
85833	210539.8	2389747	925.155	606	Quercus rubra	Red Oak	79	25	
85899	210488.7	2389553	928.542	610	Quercus rubra	Red Oak	72	23	
85887	210507.7	2389532	930.3	612	Quercus rubra	Red Oak	98	31	
85897	210455.1	2389550	927.262	615	Quercus alba	White Oak	63	20	
85567	210365.7	2389364	926.72	616	Acer platanoides	Norway Maple	97	31	2 trunks
85708	210106.4	2389606	922.917	953	Tilia americana	Basswood	24	8	
85706	210081.6	2389560	923.357	955	Ulmus americana	American Elm	36	11	2trunks
85705	210119.9	2389557	924.968	956	Ulmus americana	American Elm	30	10	2trunks
85704	210126.2	2389545	925.364	957	Quercus alba	White Oak	46	15	
85703	210183.3	2389532	926.746	958	Quercus rubra	Red Oak	24	8	
85697	210169.4	2389710	921.327	963	Prunus serotina	Black Cherry	22	7	
85694	210158.3	2389733	919.037	964	Prunus serotina	Black Cherry	37	12	
85693	210154.8	2389740	918.38	965	Quercus macrocarpa	Burr Oak	62	20	
85692	210142.2	2389707	918.873	966	Quercus alba	White Oak	58	18	
85684	210120.5	2389693	919.988	967	Prunus serotina	Black Cherry	20	6	
85683	210111.5	2389703	919.853	968	Quercus rubra	Red Oak	60	19	

85682	210113.4	2389713	918.997	969	Quercus rubra	Red Oak	60	19	
85681	210110.5	2389728	917.787	970	Quercus rubra	Red Oak	84	27	
85680	210105.5	2389730	917.519	971	Acer platanoides	Norway Maple	22	7	
85679	210082	2389730	916.799	972	Quercus macrocarpa	Burr Oak	54	17	
85678	210088.1	2389728	916.915	973	Quercus alba	White Oak	51.5	16	
85677	210083.9	2389687	918.181	974	Quercus rubra	Red Oak	129	41	
85676	210068.4	2389677	917.026	975	Quercus alba	White Oak	82	26	Double trunk
85675	210073.1	2389670	917.81	976	Quercus rubra	Red Oak	72	23	Double trunks
85674	210084	2389662	919.626	977	Quercus alba	White Oak	55	18	
85673	210084.8	2389650	920.096	978	Tilia americana	Basswood	40	13	
85672	210068.9	2389659	917.801	979	Quercus rubra	Red Oak	58	18	
85671	210056.4	2389659	916.734	980	Quercus rubra	Red Oak	56	18	
85670	210056.5	2389666	916.293	981	Carya ovata	Shagbark Hickory	42	13	
85669	210043	2389676	914.512	982	Carya ovata	Shagbark Hickory	33	11	
85668	210040.3	2389674	914.436	983	Carya ovata	Shagbark Hickory	69	22	
85667	210016.5	2389664	911.098	984	Quercus alba	White Oak	58	18	
85666	210006	2389625	911.201	985	Ulmus americana	American Elm	23	7	
85665	210002.5	2389630	910.48	986	Quercus alba	White Oak	76	24	
85664	209993.1	2389617	907.908	987	Quercus alba	White Oak	42	13	
85663	210002.7	2389588	909.525	988	Quercus alba	White Oak	64	20	
85662	210014	2389582	912.582	989	Quercus rubra	Red Oak	48	15	Double trunk
85661	210045.6	2389545	917.154	990	Carya ovata	Shagbark Hickory	47	15	
85660	210029.1	2389583	915.282	991	Quercus rubra	Red Oak	29	9	
85659	210034.7	2389557	916.133	992	Quercus macrocarpa	Burr Oak	125	40	
85658	210046.6	2389579	919.155	993	Carya ovata	Shagbark Hickory	48	15	4trunks
85656	210066.2	2389618	920.366	995A	Carya ovata	Shagbark Hickory	128	41	
85827	210541.4	2389697	923.121	995B	Carya ovata	Shagbark Hickory	157	50	3 trunks
85655	210071.3	2389606	921.154	996	Quercus rubra	Red Oak	84	27	Double trunk
85654	210082.7	2389611	922.051	997	Carya ovata	Shagbark Hickory	47	15	
85587	210247	2389541	927.059	998	Quercus alba	White Oak	36	11	
85572	210279.4	2389437	928.763	999	Quercus rubra	Red Oak	84	27	
85711	210044.1	2389572	918.814	2000	Ulmus americana	American Elm	21	7	
85712	210029.3	2389561	915.047	2002	Ulmus americana	American Elm	38	12	
85713	210024.1	2389576	914.467	2003	Prunus serotina	Black Cherry	18	6	
85714	210006.8	2389562	910.322	2004	Ulmus americana	American Elm	19	6	
85716	210003.3	2389570	910.12	2005	Quercus alba	White Oak	43	14	
85717	209989.2	2389576	907.094	2006	Carya ovata	Shagbark Hickory	35	11	
85718	209988	2389578	907.017	2007	Quercus alba	White Oak	66	21	
85720	209992.1	2389592	907.275	2009	Ulmus americana	American Elm	21	7	
85722	209980.3	2389591	904.759	2011	Ulmus americana	American Elm	21.5	7	
85723	209991.7	2389603	907.203	2014	Ulmus americana	American Elm	51	16	
85724	210000.2	2389610	909.261	2015	Ulmus americana	American Elm	18	6	
85725	210001.5	2389618	909.398	2016	Ulmus americana	American Elm	20.5	7	
85726	209998.3	2389621	908.926	2017	Ulmus americana	American Elm	26.5	8	2trunks
504	209995.4	2389611	0	2018	Ulmus americana	American Elm	77	25	
85739	209998.5	2389640	909.271	2019	Carya ovata	Shagbark Hickory	35	11	
85728	209962.7	2389607	898.705	2020	Prunus serotina	Black Cherry	29	9	
85737	209980.5	2389643	905.141	2021	Populus grandidentata	Big Tooth Aspen	38	12	
85736	209978.3	2389639	904.313	2022	Ulmus americana	American Elm	20.5	7	3 trunk
85734	209968.3	2389640	900.742	2024	Populus grandidentata	Big Tooth Aspen	48	15	
85733	209967.4	2389621	899.554	2025	Quercus macrocarpa	Burr Oak	19	6	
503	209962.7	2389609	0	2026	Ulmus americana	American Elm	87	28	
85731	209943.7	2389607	892.387	2029	Quercus alba	White Oak	67	21	
85741	209935.3	2389621	884.915	2035	Ulmus americana	American Elm	33	11	
85743	209937.2	2389628	884.901	2036	Tilia americana	Basswood	114	36	
85744	209931.9	2389635	882.19	2037	Tilia americana	Basswood	62	20	2 trunks
85745	209952.8	2389640	894.265	2038	Populus grandidentata	Big Tooth Aspen	34	11	3trunks
85747	209956.6	2389665	892.37	2039	Populus grandidentata	Big Tooth Aspen	34	11	
85746	209948.4	2389659	888.965	2040	Populus grandidentata	Big Tooth Aspen	46	15	4trunks
85750	209973.8	2389667	899.293	2041	Carya ovata	Shagbark Hickory	120	38	
85751	209985	2389670	902.67	2042	Carya ovata	Shagbark Hickory	24	8	
85752	209995.7	2389680	904.387	2043	Tilia americana	Basswood	85	27	
85753	209984.7	2389683	901.267	2044B	Tilia americana	Basswood	45	14	
85766	210794.2	2391634	905.04	2044A	Ulmus americana	American Elm	54	17	2trunks
85754	209992.3	2389705	900.942	2045B	Tilia americana	Basswood	103	33	
85767	210792	2391640	904.983	2045A	Quercus macrocarpa	Burr Oak	34	11	
85755	209987	2389707	899.187	2046	Carya ovata	Shagbark Hickory	39	12	2trunks
85756	210012.9	2389703	906.695	2047B	Tilia americana	Basswood	132	42	4 turnks
85768	210013.7	2389764	903.892	2047A	Quercus rubra	Red Oak	65	21	
85764	210031.2	2389753	908.022	2048	Quercus rubra	Red Oak	57	18	
85765	211061.5	2391523	907.992	2049B	Quercus rubra	Red Oak	51	16	
85758	210030.8	2389721	910.499	2049A	Ulmus americana	American Elm	44	14	
85759	210036.5	2389730	911.056	2050	Tilia americana	Basswood	55	18	

85763	210040.2	2389744	910.639	2051	Quercus alba	White Oak	64	20	
85762	210046	2389738	911.629	2052A	Tilia americana	Basswood	31	10	2 trunks
85769	210068.3	2389739	914.221	2052B	Ulmus americana	American Elm	23	7	2trunks
85761	210048.9	2389731	911.635	2053B	Tilia americana	Basswood	24	8	
85770	210089.9	2389739	916.545	2053A	Acer platanoides	Norway Maple	35	11	
85802	210169.8	2389743	919.652	2057	Quercus alba	White Oak	55	18	
85803	210192.1	2389726	921.559	2058	Acer platanoides	Norway Maple	19	6	
85804	210195.8	2389744	922.196	2059	Juglans nigra	Black Walnut	37	12	
85807	210250.1	2389730	924.593	2061	Acer platanoides	Norway Maple	96	31	
85790	210339.2	2389741	916.927	2071	Acer platanoides	Norway Maple	39	12	
85920	210269.9	2389655	926.921	2073	Quercus alba	White Oak	48	15	
85919	210271.8	2389633	927.916	2076	Quercus alba	White Oak	46	15	
85918	210280.8	2389633	928.182	2077	Quercus alba	White Oak	50	16	
85917	210325.4	2389630	928.637	2078	Quercus alba	White Oak	96	31	
85780	210358	2389701	920.493	2082	Quercus rubra	Red Oak	65	21	
85793	210427.7	2389751	915.391	2085	Acer platanoides	Norway Maple	78	25	
85795	210451.1	2389753	916.119	2086	Juglans nigra	Black Walnut	56	18	
85796	210461.1	2389753	916.511	2087	Acer platanoides	Norway Maple	68	22	
85797	210465.4	2389753	916.287	2089	Acer platanoides	Norway Maple	29	9	2trunks
85799	210468	2389739	915.983	2091	Quercus rubra	Red Oak	103	33	
85817	210505.3	2389744	918.942	2092	Acer platanoides	Norway Maple	22	7	
85846	210614.5	2389720	926.824	2097	Tilia americana	Basswood	55	18	
85845	210606.4	2389723	926.235	2098	Acer platanoides	Norway Maple	27	9	2 trunks
85844	210596.6	2389711	926.086	2099	Quercus alba	White Oak	38	12	
85841	210618.5	2389676	929.104	2100	Acer platanoides	Norway Maple	47	15	2 trunks
85840	210601.4	2389681	926.964	2101	Acer platanoides	Norway Maple	20	6	
85839	210598.1	2389670	927.469	2102	Acer platanoides	Norway Maple	22	7	
85837	210579.1	2389661	926.707	2103	Acer platanoides	Norway Maple	39	12	
85821	210535	2389703	922.056	2105	Quercus rubra	Red Oak	90	29	
85819	210513.7	2389698	920.294	2106	Acer platanoides	Norway Maple	34	11	
85823	210533.6	2389669	924.044	2108	Quercus alba	White Oak	28	9	
85824	210526.2	2389654	923.997	2109	Acer platanoides	Norway Maple	42	13	
85852	210554	2389613	927.555	2111	Fraxinus pennsylvanica	Green Ash	34.5	11	
85853	210535.9	2389618	927.151	2112	Quercus rubra	Red Oak	104	33	
85851	210543.4	2389602	927.674	2113	Quercus alba	White Oak	104	33	
85876	210394.3	2389689	921.449	2115	Quercus rubra	Red Oak	78	25	
85879	210372.2	2389661	928.168	2116	Acer platanoides	Norway Maple	36	11	2trunks
85870	210410	2389666	922.4	2118	Acer platanoides	Norway Maple	22	7	
85872	210425	2389688	919.413	2120	Fraxinus pennsylvanica	Green Ash	21	7	
85868	210440.4	2389661	920.319	2124	Carya ovata	Shagbark Hickory	18	6	
85866	210449.1	2389653	920.83	2125	Quercus rubra	Red Oak	72	23	
85867	210446.5	2389645	921.002	2126	Juglans nigra	Black Walnut	22	7	
85865	210455	2389651	921.05	2127	Acer platanoides	Norway Maple	47	15	
85903	210450.1	2389614	922.959	2129	Fraxinus pennsylvanica	Green Ash	32	10	
85912	210434.2	2389566	925.864	2132	Acer platanoides	Norway Maple	43	14	
85900	210466.4	2389577	926.491	2133	Quercus alba	White Oak	62	20	
85885	210514.7	2389555	928.654	2134	Fraxinus pennsylvanica	Green Ash	36	11	
85886	210512.1	2389572	928.276	2135	Quercus alba	White Oak	61	19	
85889	210510	2389490	932.679	2136	Juglans nigra	Black Walnut	40	13	
85888	210488.8	2389494	931.745	2137	Juglans nigra	Black Walnut	23	7	
85892	210454.3	2389483	930.128	2138	Juglans nigra	Black Walnut	45	14	
85893	210447.4	2389486	929.341	2139	Carya ovata	Shagbark Hickory	36	11	
85924	210394.4	2389525	934.694	2140	Quercus rubra	Red Oak	110	35	
85923	210391.5	2389520	934.827	2141	Quercus rubra	Red Oak	77	25	
85933	210355	2389459	933.252	2142	Juglans nigra	Black Walnut	24	8	
85926	210394.3	2389477	934.239	2143	Juglans nigra	Black Walnut	35	11	
85930	210411.9	2389439	931.241	2144	Fraxinus pennsylvanica	Green Ash	22	7	
85935	210425.6	2389451	930.489	2145	Prunus serotina	Black Cherry	28	9	
85936	210456.9	2389450	931.624	2146	Prunus serotina	Black Cherry	25	8	
85891	210460.2	2389468	931.538	2147	Carya ovata	Shagbark Hickory	22	7	
85939	210493.7	2389424	936.105	2148	Fraxinus pennsylvanica	Green Ash	23	7	
85940	210500.4	2389414	936.687	2149	Prunus serotina	Black Cherry	30	10	
85941	210486.7	2389416	935.473	2150	Acer platanoides	Norway Maple	28	9	
85942	210488.5	2389390	936.3	2151	Gleditsia triacanthos	Honey Locust	55	18	
85943	210500.7	2389371	937.372	2152	Gleditsia triacanthos	Honey Locust	61	19	
85944	210497	2389372	937.03	2153	Gleditsia triacanthos	Honey Locust	63	20	
85945	210490.8	2389372	936.688	2154	Gleditsia triacanthos	Honey Locust	59	19	
85946	210483.2	2389365	936.215	2155	Gleditsia triacanthos	Honey Locust	64	20	
85949	210475.1	2389350	934.029	2156	Gleditsia triacanthos	Honey Locust	48	15	
85948	210471.5	2389349	934.017	2157	Gleditsia triacanthos	Honey Locust	39	12	
85947	210473	2389354	933.731	2158	Gleditsia triacanthos	Honey Locust	29	9	
85950	210459.7	2389348	929.577	2159	Gleditsia triacanthos	Honey Locust	47	15	
85951	210451.2	2389353	929.759	2160	Gleditsia triacanthos	Honey Locust	30	10	

85952	210442.2	2389353	929.014	2161	Populus deltoides	Cottonwood	105	33
85953	210476.7	2389390	935.079	2162	Prunus serotina	Black Cherry	33	11
85954	210468.2	2389403	934.2	2163	Fraxinus pennsylvanica	Green Ash	59	19
85938	210461	2389427	932.953	2164	Prunus serotina	Black Cherry	29	9
85937	210434.5	2389433	931.354	2165	Quercus alba	White Oak	28	9
85931	210377.7	2389433	935.213	2166	Fraxinus pennsylvanica	Green Ash	45	14
85932	210360.6	2389436	933.703	2167	Carya ovata	Shagbark Hickory	27	9
85980	210345	2389408	928.804	2168	Fraxinus pennsylvanica	Green Ash	26	8
85955	210366.1	2389396	931.67	2169	Juglans nigra	Black Walnut	33	11
85957	210359.9	2389379	928.857	2170	Juglans nigra	Black Walnut	23	7
85956	210349.3	2389386	927.685	2171	Tilia americana	Basswood	34	11
85979	210335.3	2389380	924.641	2172	Carya ovata	Shagbark Hickory	23	7
85961	210347.1	2389356	924.041	2173	Acer platanoides	Norway Maple	30	10
85960	210363.3	2389355	924.949	2174	Acer platanoides	Norway Maple	23	7
85959	210391.1	2389345	925.683	2175	Quercus alba	White Oak	65	21
85958	210395	2389337	925.078	2176	Prunus serotina	Black Cherry	29	9
86044	210429.2	2389218	929.533	2490	Gleditsia triacanthos	Honey Locust	48	15
86045	210450.1	2389224	931.364	2491	Gleditsia triacanthos	Honey Locust	51	16
86043	210433.4	2389227	928.859	2492	Gleditsia triacanthos	Honey Locust	53	17
86007	210198.2	2389609	925.634	2500	Quercus alba	White Oak	54	17
86009	210206.1	2389573	927.605	2501	Prunus serotina	Black Cherry	29	9
85999	210276.8	2389477	928.688	2502	Juglans nigra	Black Walnut	30	10
85998	210294.6	2389486	930.374	2503	Quercus rubra	Red Oak	55	18
86001	210321.8	2389503	932.193	2504	Carya ovata	Shagbark Hickory	24	8
85997	210311.6	2389473	931.456	2505	Quercus alba	White Oak	48	15
85996	210320.4	2389472	931.046	2506	Juglans nigra	Black Walnut	56	18
85995	210305.5	2389449	930.562	2507	Prunus serotina	Black Cherry	37	12
85994	210297.3	2389450	930.427	2508	Carya ovata	Shagbark Hickory	29	9
85993	210279.4	2389447	928.984	2509	Quercus alba	White Oak	46	15
85992	210256.6	2389431	925.868	2510	Quercus alba	White Oak	24	8
85991	210261.5	2389419	925.903	2511	Prunus serotina	Black Cherry	30	10
85990	210252.8	2389413	924.854	2512	Carya ovata	Shagbark Hickory	24	8
85987	210220.3	2389417	922.645	2513	Juglans nigra	Black Walnut	29	9
85988	210233.1	2389421	923.165	2514	Carya ovata	Shagbark Hickory	24	8
85976	210268.9	2389402	926.486	2516	Quercus alba	White Oak	49	16
85977	210281.2	2389409	927.83	2517	Tilia americana	Basswood	24	8
85975	210258.3	2389385	925.136	2518	Carya ovata	Shagbark Hickory	24	8
85974	210239.5	2389368	921.195	2519	Ulmus americana	American Elm	44	14
85973	210245.8	2389351	917.26	2520	Quercus rubra	Red Oak	84	27
85972	210254.9	2389348	917.938	2521	Quercus alba	White Oak	72	23
85969	210256.2	2389338	914.638	2522	Quercus rubra	Red Oak	96	31
85970	210263.6	2389347	915.994	2523	Quercus rubra	Red Oak	108	34
85971	210267.3	2389347	916.613	2524	Ulmus americana	American Elm	32	10
85968	210270.4	2389311	911.448	2525	Prunus serotina	Black Cherry	45	14
85967	210276.2	2389305	911.449	2526	Ulmus americana	American Elm	24	8
85966	210316.7	2389320	916.578	2527	Prunus serotina	Black Cherry	48	15
85965	210340.1	2389325	919.461	2528	Juglans nigra	Black Walnut	36	11
85964	210345.3	2389325	919.611	2529	Carya ovata	Shagbark Hickory	24	8
85963	210347.7	2389337	921.124	2530	Ulmus americana	American Elm	30	10
85962	210347.9	2389344	922.249	2531	Prunus serotina	Black Cherry	35	11
86051	210525	2389343	937.592	2532	Quercus alba	White Oak	30	10
86052	210530.7	2389328	937.966	2533	Quercus rubra	Red Oak	45	14
501	210532.8	2389300	0	2534	Quercus alba	White Oak	84	27
500	210536.2	2389277		2535	Acer platanoides	Norway Maple	30	10
86054	210495.8	2389299	942.047	2536	Quercus rubra	Red Oak	72	23
86055	210486.8	2389282	943.652	2537	Quercus macrocarpa	Burr Oak	95	30
86056	210496.6	2389253	947.263	2538	Carya ovata	Shagbark Hickory	56	18
86057	210481.2	2389266	944.308	2539	Acer negundo	Boxelder	35	11
86059	210472.3	2389245	943.504	2540	Juglans nigra	Black Walnut	41	13
86058	210466.1	2389259	940.857	2541	Juglans nigra	Black Walnut	46	15
86042	210446.3	2389261	929.818	2542	Gleditsia triacanthos	Honey Locust	45	14
86038	210436.7	2389249	927.433	2543	Gleditsia triacanthos	Honey Locust	52	17
86037	210432.4	2389248	927.568	2544	Gleditsia triacanthos	Honey Locust	36	11
86036	210423.6	2389251	926.082	2545	Gleditsia triacanthos	Honey Locust	48	15
86040	210421.1	2389259	925.422	2546	Gleditsia triacanthos	Honey Locust	65	21
86033	210393.2	2389278	923.175	2547	Juglans nigra	Black Walnut	39	12
86041	210427.9	2389271	926.589	2548	Fraxinus pennsylvanica	Green Ash	55	18
86039	210419.8	2389262	925.117	2549	Quercus rubra	Red Oak	126	40
86035	210406	2389240	924.819	2550	Ulmus americana	American Elm	35	11
86034	210403.7	2389226	925.41	2551	Ulmus americana	American Elm	54	17
86046	210348.3	2389261	918.404	2552	Acer platanoides	Norway Maple	58	18
86047	210345.6	2389264	917.851	2553	Acer platanoides	Norway Maple	53	17
86027	210396.5	2389305	922.138	2554	Acer platanoides	Norway Maple	48	15

86026	210399.7	2389309	922.595	2555	Acer platanoides	Norway Maple	42	13	
86028	210432.9	2389329	926.746	2556	Juglans nigra	Black Walnut	55	18	
86029	210434.1	2389316	925.388	2557	Ostrya virginiana	Ironwood	42	13	
86030	210459.7	2389327	928.902	2558	Juglans nigra	Black Walnut	32	10	
86031	210467.6	2389334	930.204	2559	Juglans nigra	Black Walnut	30	10	
85805	210225.3	2389739	924.17	2560	Quercus alba	White Oak	46	15	
86053	210492.3	2389325	935.327	2561	Quercus rubra	Red Oak	84	27	
86025	210375.8	2389317	921.202	2562	Acer platanoides	Norway Maple	31	10	
86049	210330.1	2389296	914.739	2563	Prunus serotina	Black Cherry	24	8	
86048	210319.4	2389282	913.828	2564	Fraxinus pennsylvanica	Green Ash	24	8	
86070	210318.2	2389234	918.475	2565	Acer platanoides	Norway Maple	36	11	
86069	210315	2389227	920.204	2566	Acer platanoides	Norway Maple	24	8	
86068	210302.7	2389223	922.284	2567	Ulmus americana	American Elm	48	15	
86071	210299.6	2389244	917.69	2568	Carya ovata	Shagbark Hickory	30	10	
86067	210265.3	2389241	915.452	2569	Juglans nigra	Black Walnut	28	9	
86065	210269.1	2389246	914.313	2570	Fraxinus americana	Green Ash	40	13	
86066	210275.2	2389252	914.79	2571	Acer platanoides	Norway Maple	24	8	
86064	210256.2	2389255	910.457	2572	Fraxinus pennsylvanica	Green Ash	30	10	
86061	210294.4	2389284	911.106	2573B	Juglans nigra	Black Walnut	36	11	
86063	210263	2389262	909.685	2573A	Prunus serotina	Black Cherry	35	11	
86062	210294	2389289	911.128	2574	Quercus alba	White Oak	84	27	
85978	210313.5	2389390	924.129	2575	Acer platanoides	Norway Maple	64	20	
86072	210235.4	2389247	910.234	2576	Fraxinus pennsylvanica	Green Ash	52	17	
86073	210216.4	2389232	909.013	2577	Juglans nigra	Black Walnut	41	13	
502	210232	2389296	0	2578	Juglans nigra	Black Walnut	35	11	
86146	210219.9	2389302	908.071	2579	Quercus rubra	Red Oak	98	31	
86147	210214.7	2389307	908.161	2580	Acer platanoides	Norway Maple	118	38	
86144	210226.6	2389324	911.237	2581	Quercus rubra	Red Oak	80	25	
86145	210219.2	2389315	910.657	2582	Quercus rubra	Red Oak	84	27	
86151	210214.4	2389339	914.109	2582A	Quercus rubra	Red Oak	68	22	2 trunks
86148	210206.3	2389317	909.47	2583B	Quercus rubra	Red Oak	63	20	
86149	210189.8	2389301	907.157	2584	Ulmus americana	American Elm	48	15	
86150	210201.2	2389287	903.936	2585	Tilia americana	Basswood	20	6	
86152	210219.7	2389358	916.788	2588	Quercus rubra	Red Oak	76	24	2 trunks
86153	210223.3	2389365	919.305	2589	Fraxinus pennsylvanica	Green Ash	24	8	
85986	210214.1	2389405	922.242	2590	Tilia americana	Basswood	24	8	
86154	210163	2389407	923.895	2591	Acer platanoides	Norway Maple	24	8	
86163	210173.9	2389322	915.35	2592	Acer platanoides	Norway Maple	32	10	
86162	210169.2	2389325	916.452	2593	Quercus rubra	Red Oak	84	27	
86167	210162.4	2389293	904.235	2594	Quercus rubra	Red Oak	89	28	
86166	210147.2	2389298	905.009	2595	Quercus rubra	Red Oak	74	24	
86165	210149.2	2389311	909.785	2596	Juglans nigra	Black Walnut	22	7	
86164	210153.2	2389320	913.827	2597	Quercus rubra	Red Oak	87	28	
86161	210157.6	2389356	923.178	2598	Quercus alba	White Oak	47	15	
86157	210143.6	2389369	924.43	2599	Carya ovata	Shagbark Hickory	32	10	
86156	210146.2	2389374	924.668	2600	Quercus alba	White Oak	36	11	
86158	210135.6	2389401	922.894	2601	Acer platanoides	Norway Maple	22	7	
86159	210087.2	2389398	918.088	2602	Quercus alba	White Oak	33	11	
86160	210109.2	2389375	919.442	2603	Quercus rubra	Red Oak	57	18	
86172	210079.2	2389342	906.035	2604	Quercus rubra	Red Oak	89	28	
86170	210093.9	2389317	900.753	2605	Quercus rubra	Red Oak	58	18	
86169	210110.1	2389311	902.499	2606	Quercus rubra	Red Oak	57	18	
86168	210104.7	2389294	896.404	2607	Acer platanoides	Norway Maple	36	11	
86171	210086.6	2389310	896.568	2608	Quercus rubra	Red Oak	49	16	
85989	210244.3	2389406	924.226	2609	Acer platanoides	Norway Maple	28	9	
85982	210165.7	2389515	926.183	3000	Acer platanoides	Norway Maple	24	8	
85984	210157.7	2389460	924.237	3001	Quercus alba	White Oak	60	19	
86012	210193	2389699	923.623	3002	Prunus serotina	Black Cherry	24	8	
86014	210191.9	2389719	923.13	3003	Quercus rubra	Red Oak	55	18	
86019	210224.8	2389703	925.325	3004	Quercus alba	White Oak	41	13	
86022	210242.7	2389703	925.524	3006	Quercus alba	White Oak	47	15	
86020	210231	2389695	925.308	3007	Acer platanoides	Norway Maple	30	10	
86006	210225.5	2389657	925.453	3008	Quercus alba	White Oak	63	20	
86021	210231.6	2389691	925.848	3009	Quercus alba	White Oak	100	32	
86005	210234.5	2389655	925.42	3010	Ulmus americana	American Elm	25	8	
86004	210252.5	2389641	926.596	3011	Quercus alba	White Oak	54	17	
85916	210321.7	2389609	930.373	3012	Quercus alba	White Oak	50	16	2trunks
85915	210338.5	2389602	931.208	3013	Carya ovata	Shagbark Hickory	45	14	2trunks
85913	210362	2389569	933.781	3014	Quercus alba	White Oak	47	15	
85907	210386	2389582	932.093	3015	Acer platanoides	Norway Maple	45	14	
85909	210384.2	2389584	932.173	3016	Quercus macrocarpa	Burr Oak	90	29	
85910	210403.7	2389565	930.306	3018	Acer platanoides	Norway Maple	22	7	
85904	210416.4	2389611	925.638	3020	Fraxinus pennsylvanica	Green Ash	23	7	

85905	210394.6	2389625	928.516	3021	Prunus serotina	Black Cherry	24	8	
85895	210434.7	2389525	928.183	3023	Carya ovata	Shagbark Hickory	43	14	
85894	210432.1	2389518	928.117	3024	Carya ovata	Shagbark Hickory	29	9	
85896	210424.3	2389541	927.777	3025	Tilia americana	Basswood	22	7	
86002	210337.3	2389509	933.058	3026	Juglans nigra	Black Walnut	26	8	
86000	210300.8	2389510	931.25	3029	Ulmus americana	American Elm	24	8	
86003	210283.2	2389543	929.788	3030	Ulmus americana	American Elm	39	12	
86008	210204.8	2389589	927.063	3031	Tilia americana	Basswood	56	18	
86078	209955.7	2389751	883.396	4000	Populus grandidentata	Big Tooth Aspen	22	7	
86079	209955.4	2389743	882.816	4001	Populus grandidentata	Big Tooth Aspen	26	18	
86304	209936.1	2389746	871.463	4003	Populus grandidentata	Big Tooth Aspen	25	18	
86306	209943	2389736	873.476	4005	Populus grandidentata	Big Tooth Aspen	22	18	
86081	209971.1	2389734	892.975	4006	Populus grandidentata	Big Tooth Aspen	28	18	
86082	209966.1	2389721	890.768	4007	Populus grandidentata	Big Tooth Aspen	22	18	
86209	210123.9	2389254	896.793	4007	Populus grandidentata	Big Tooth Aspen	26	18	
86083	209954.9	2389717	885.347	4008	Populus grandidentata	Big Tooth Aspen	25	18	
86084	209947.9	2389712	880.833	4010	Populus grandidentata	Big Tooth Aspen	24	18	
86085	209946.6	2389704	879.875	4011	Ulmus americana	American Elm	44	18	
86086	209943.4	2389704	876.737	4012	Populus grandidentata	Big Tooth Aspen	32	18	
86087	209952.7	2389691	884.667	4013	Ulmus americana	American Elm	25	18	
86308	209946.2	2389684	880.078	4014	Tilia americana	Basswood	32	18	
86307	209941.8	2389687	877.965	4015	Populus grandidentata	Big Tooth Aspen	48	18	
86088	209971.2	2389690	895.993	4017	Quercus alba	White Oak	53	17	
86091	209945.4	2389570	896.076	4019	Ulmus americana	American Elm	48	15	
86094	209944.1	2389521	894.282	4022	Quercus rubra	Red Oak	28	9	2 trunks
86095	209951.2	2389524	896.2	4023	Quercus alba	White Oak	37	12	
86096	209968.5	2389519	900.568	4024	Carya ovata	Shagbark Hickory	42	13	
86098	209963.4	2389498	901.099	4026	Quercus rubra	Red Oak	72	23	
86099	209955.1	2389491	898.269	4027	Carya ovata	Shagbark Hickory	30	10	
86100	209936.7	2389482	894.128	4028	Quercus alba	White Oak	58	18	
86101	209927.7	2389510	890.526	4029	Quercus alba	White Oak	62	20	
86102	209925.6	2389527	889.184	4030	Ulmus americana	American Elm	28	9	
86103	209927.7	2389531	890.267	4031	Juglans nigra	Black Walnut	30	10	
86105	209930	2389476	893.104	4032	Quercus alba	White Oak	48	15	
86104	209917	2389481	888.959	4033	Quercus rubra	Red Oak	55	18	
86106	209907.1	2389453	886.83	4034	Quercus rubra	Red Oak	60	19	
86107	209910.4	2389435	886.956	4036	Quercus rubra	Red Oak	64	20	
86109	209940.5	2389443	898.776	4037	Juglans nigra	Black Walnut	44	14	2 trunks
,	209934.5	2389418	896.61	4038	Ulmus americana	American Elm	30	10	
86111	209958.3	2389417	901.821	4039	Fraxinus pennsylvanica	Green Ash	37	12	
86112	209967.6	2389431	903.779	4040	Fraxinus americana	White Ash	27	9	
86113	209964.5	2389444	903.704	4041	Quercus alba	White Oak	48	15	
86114	209973.6	2389454	903.922	4042	Ulmus americana	American Elm	24	8	
86115	209968.2	2389467	903.194	4043	Quercus alba	White Oak	60	19	
86116	209959.6	2389473	901.467	4044	Quercus rubra	Red Oak	48	15	
86117	209958.6	2389469	901.394	4045	Quercus rubra	Red Oak	32	10	2 trunks
86118	209983.1	2389423	905.52	4046	Fraxinus pennsylvanica	Green Ash	31	10	
86119	210005.4	2389452	909.129	4047	Quercus alba	White Oak	60	19	
86120	210020	2389431	911.89	4048	Ulmus americana	American Elm	29	9	
86121	210027.7	2389429	911.971	4049	Quercus alba	White Oak	56	18	
86122	210024.3	2389437	912.77	4050	Carya ovata	Shagbark Hickory	25	8	
86123	210032.4	2389462	912.436	4051	Quercus rubra	Red Oak	62	20	
86125	210038.9	2389477	913.992	4053	Quercus rubra	Red Oak	56	18	
86126	210029.3	2389479	912.875	4054	Quercus alba	White Oak	57	18	
86127	210021.4	2389474	911.34	4055	Quercus alba	White Oak	38	12	
86128	210013.5	2389469	910.502	4056	Fraxinus pennsylvanica	Green Ash	24	8	
86129	209989.4	2389485	906.088	4057	Quercus rubra	Red Oak	60	19	
86130	209987.1	2389495	905.866	4058	Quercus alba	White Oak	58	18	
86131	210006.1	2389509	907.653	4059	Juglans nigra	Black Walnut	25	8	
86132	209992.3	2389522	906.65	4060	Quercus rubra	Red Oak	133	42	
86133	209985.3	2389534	905.466	4061	Quercus rubra	Red Oak	32	10	
86134	209996.1	2389558	907.594	4062	Quercus alba	White Oak	39	12	2 trunks
86135	210012.5	2389533	910.117	4063	Carya ovata	Shagbark Hickory	55	18	
86136	210037.8	2389513	913.779	4064	Carya ovata	Shagbark Hickory	56	18	
86138	210061.4	2389516	920.18	4065	Fraxinus pennsylvanica	Green Ash	20	6	
86137	210063.8	2389515	920.739	4066	Ulmus americana	American Elm	21	7	
86139	210058.3	2389506	918.94	4067	Quercus alba	White Oak	64	20	
86140	210058	2389493	918.458	4068	Ulmus americana	American Elm	35	11	
86142	210068.7	2389465	922.19	4069	Juglans nigra	Black Walnut	25	12	
86155	210157.5	2389411	924.076	4070	Quercus alba	White Oak	42	13	
86173	210053.1	2389356	905.031	4071	Juglans nigra	Black Walnut	48	15	
86174	210041.6	2389390	913.402	4073	Juglans nigra	Black Walnut	42	13	
86175	210056.4	2389400	917.41	4073	Quercus alba	White Oak	54	17	

86176	210069.8	2389413	919.113	4074	Quercus alba	White Oak	53	17	
86177	210077.5	2389424	921.159	4075	Quercus alba	White Oak	45	14	
86178	210057.4	2389438	919.719	4076	Quercus alba	White Oak	53	17	
86179	210043.2	2389425	915.14	4077	Carya ovata	Shagbark Hickory	41	13	
86181	210031.9	2389359	903.519	4078	Quercus rubra	Red Oak	60	19	
86182	210030.5	2389382	907.718	4079	Juglans nigra	Black Walnut	48	15	
86183	210016.1	2389397	906.179	4080	Quercus alba	White Oak	59	19	
86184	209977.5	2389393	897.576	4081	Quercus alba	White Oak	50	16	
86185	209972	2389389	895.874	4083	Juglans nigra	Black Walnut	41	13	
86186	209982.2	2389382	894.25	4084	Quercus rubra	Red Oak	45	13	
86187	209991.2	2389365	891.375	4085	Quercus rubra	Red Oak	58	18	
86189	209980.6	2389350	885.146	4087	Quercus rubra	Red Oak	89	28	
86190	209966.2	2389353	882.454	4088	Quercus rubra	Red Oak	74	24	
86191	209960.6	2389335	880.128	4089	Acer platanoides	Norway Maple	82	26	
86192	209958.4	2389333	878.88	4090	Acer platanoides	Norway Maple	30	10	
86193	210003.6	2389336	887.061	4091	Juglans nigra	Black Walnut	30	10	
86194	210005.5	2389353	891.853	4092	Quercus rubra	Red Oak	60	19	
86195	210038	2389337	894.998	4093	Carya ovata	Shagbark Hickory	36	11	
86196	210042	2389328	894.33	4094	Quercus rubra	Red Oak	53	17	
86197	210035.5	2389325	892.446	4095	Quercus rubra	Red Oak	90	29	
86198	210057.4	2389306	892.464	4096	Juglans nigra	Black Walnut	27	9	
86199	210118.1	2389273	895.375	4097	Quercus rubra	Red Oak	59	19	
86200	210127.5	2389272	896.138	4098	Quercus rubra	Red Oak	67	21	
86201	210140.1	2389267	897.32	4099	Prunus serotina	Black Cherry	22	7	
86202	210160.8	2389264	899.162	4100	Quercus rubra	Red Oak	80	25	
86203	210158.2	2389242	900.966	4101	Quercus rubra	Red Oak	57	18	
86204	210150.6	2389240	900.591	4102	Quercus rubra	Red Oak	64	20	
86205	210170.4	2389228	905.003	4103	Acer platanoides	Norway Maple	45	14	
86206	210176.9	2389220	910.027	4104	Quercus rubra	Red Oak	78	25	
86207	210151.8	2389230	904.691	4105	Quercus rubra	Red Oak	85	27	
86208	210125.3	2389243	898.693	4106	Quercus rubra	Red Oak	56	18	
86210	210100.7	2389273	892.656	4108	Juglans nigra	Black Walnut	22	7	
86211	210088.6	2389281	892.147	4109	Quercus rubra	Red Oak	80	25	
86212	210084	2389247	896.657	4110	Quercus rubra	Red Oak	65	21	
86213	210048.4	2389228	905.548	4111	Carya ovata	Shagbark Hickory	34	11	
86214	210025.7	2389235	901.736	4112	Quercus rubra	Red Oak	72	23	
86215	210022.3	2389243	898.717	4113	Quercus rubra	Red Oak	68	22	
86217	210006.5	2389257	891.652	4114	Quercus alba	White Oak	82	26	
86218	210014.6	2389262	889.69	4115	Acer platanoides	Norway Maple	38	12	
86216	209994	2389249	894.595	4116	Acer platanoides	Norway Maple	45	14	
86219	210044.6	2389258	891.708	4117	Quercus rubra	Red Oak	132	42	
86220	210023.6	2389281	883.803	4118	Quercus rubra	Red Oak	68	22	
86221	210006.8	2389288	882.504	4119	Quercus rubra	Red Oak	100	32	2 trunks
86222	209978.8	2389281	879.906	4120	Quercus rubra	Red Oak	55	18	
86223	209974.8	2389291	879.347	4121	Prunus serotina	Black Cherry	30	10	2 trunks
86225	209966.3	2389301	877.852	4122	Quercus rubra	Red Oak	36	11	
86224	209968	2389284	879.041	4123	Quercus rubra	Red Oak	78	25	
86226	209956.3	2389285	877.968	4124	Quercus rubra	Red Oak	82	26	
86227	209958.3	2389256	883.589	4126	Quercus rubra	Red Oak	102	32	
86229	209921.7	2389313	873.791	4127	Acer platanoides	Norway Maple	28	9	
86230	209947.7	2389245	881.374	4128	Acer platanoides	Norway Maple	50	16	
86232	209927	2389226	879.727	4129	Quercus rubra	Red Oak	74	24	
86233	209930.1	2389223	880.301	4130	Quercus alba	White Oak	39	12	
86234	209921.9	2389220	881.052	4131	Quercus alba	White Oak	37	12	
86235	209921.2	2389228	879.543	4132	Acer platanoides	Norway Maple	27	9	
86236	209913.4	2389228	879.795	4133	Morus alba	White Mulberry	31	10	
86237	209902.5	2389235	876.889	4134	Tilia americana	Basswood	31	10	
86238	209902.5	2389256	875.492	4135	Quercus rubra	Red Oak	40	13	
86239	209856.1	2389234	874.882	4136	Ulmus americana	American Elm	130	41	
86240	209858	2389224	875.871	4137	Acer negundo	Boxelder	128	41	
86241	209836.4	2389241	871.688	4138	Quercus rubra	Red Oak	60	19	2 trunks
86242	209827.8	2389249	870.603	4139	Quercus rubra	Red Oak	64	20	2 trunks
86243	209831.1	2389254	871.119	4140	Carya ovata	Shagbark Hickory	34	11	
86244	209810.4	2389228	870.181	4141	Quercus rubra	Red Oak	67	21	
86245	209792.8	2389227	869.935	4142	Quercus alba	White Oak	74	24	
86246	209792.3	2389237	869.192	4143	Tilia americana	Basswood	74	24	
86247	209807.9	2389254	870.142	4143	Gleditsia triacanthos	Honey Locust	29	9	
86248	209816	2389252	870.117	4144	Ulmus americana	American Elm	62	20	2 trunks
86249	209819.2	2389255	870.192	4146	Quercus rubra	Red Oak	89	28	
86250	209831.3	2389271	870.373	4147	Quercus alba	White Oak	45	14	
86251	209834.7	2389273	870.744	4148	Quercus alba	White Oak	54	17	
86252	209838.5	2389279	870.912	4149	Acer platanoides	Norway Maple	60	19	
86254	209848.7	2389271	871.503	4151	Ulmus americana	American Elm	24	8	

86255	209852	2389271	871.811	4152	Quercus alba	White Oak	48	15	
86257	209879.5	2389286	872.504	4154	Ulmus americana	American Elm	34	11	
86258	209890.6	2389285	872.748	4155	Acer platanoides	Norway Maple	27	9	
86259	209888.4	2389306	871.743	4156	Morus alba	White Mulberry	28	9	
86260	209886.6	2389314	871.684	4157	Acer platanoides	Norway Maple	22	7	
86261	209870.7	2389323	871.28	4158	Morus alba	White Mulberry	29	9	
86262	209845.1	2389337	869.007	4159	Carya ovata	Shagbark Hickory	45	14	
86263	209842.5	2389333	868.626	4160	Ulmus americana	American Elm	60	19	
86264	209831.7	2389308	868.03	4161	Tilia americana	Basswood	45	14	
86265	209942.9	2389337	877.608	4162	Juglans nigra	Black Walnut	31	10	
86266	209942.1	2389360	881.23	4163	Acer platanoides	Norway Maple	27	9	
86267	209942.1	2389374	886.772	4164	Quercus rubra	Red Oak	86	27	
86269	209956.6	2389389	893.783	4165	Ulmus americana	American Elm	21	7	
86271	209938.9	2389393	892.811	4166	Ulmus americana	American Elm	36	11	
86272	209929.9	2389393	892.124	4167	Quercus rubra	Red Oak	59	19	
86273	209915.6	2389410	890.318	4168	Ulmus americana	American Elm	20	6	
86274	209904	2389395	883.056	4168	Ulmus americana	American Elm	29	9	
86275	209884.8	2389397	875.158	4170	Carya ovata	Shagbark Hickory	38	12	
86276	209884.9	2389394	874.817	4171	Ulmus americana	American Elm	28	9	
86277	209880.8	2389388	872.327	4172	Ulmus americana	American Elm	26	8	
86278	209872.1	2389378	870.232	4173	Ulmus americana	American Elm	36	11	
86279	209877.8	2389365	870.454	4174	Quercus alba	White alba	41	13	
86280	209892.6	2389362	872.327	4175	Quercus alba	White Oak	48	15	
86281	209909.9	2389353	874.178	4176	Ulmus americana	American Elm	28	9	
86285	209896.2	2389425	881.493	4179	Quercus macrocarpa	Burr Oak	98	31	
86287	209887	2389457	873.443	4181	Quercus alba	White Oak	68	22	
86288	209879.9	2389455	870.091	4182	Quercus alba	White Oak	56	18	
86289	209879.1	2389425	872.333	4183	Quercus rubra	Red Oak	135	43	2 trunks
86290	209870.2	2389415	869.24	4184	Ulmus americana	American Elm	26	8	2 trunks
86291	209868.6	2389413	868.33	4185	Quercus rubra	Red Oak	48	15	
86293	209905.1	2389512	875.982	4186	Fraxinus pennsylvanica	Green Ash	36	11	
86294	209913.1	2389513	882.091	4187	Tilia americana	Basswood	87	28	4trunks
86295	209917.4	2389536	882.652	4188	Populus grandidentata	Big Tooth Aspen	35	11	
86296	209923.3	2389544	886.563	4189	Fraxinus pennsylvanica	Green Ash	36	11	
86297	209922.3	2389550	885.593	4190	Fraxinus pennsylvanica	Green Ash	30	10	
86299	209907.4	2389599	873.745	4192	Prunus serotina	Black Cherry	36	11	
86300	209912.3	2389589	875.3	4193	Quercus alba	White Oak	46	15	
86301	209904	2389571	873.902	4194	Populus grandidentata	Big Tooth Aspen	36	11	
86302	209898.3	2389553	873.002	4195	Quercus alba	White Oak	56	18	
86303	209897.2	2389537	872.541	4196	Quercus alba	White Oak	56	18	
86309	209914.6	2389660	872.19	4197	Quercus rubra	Red Oak	63	20	

Phase I Archaeological Reconnaissance Survey

Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6
Acres of Land Located in Williams Bay,
Walworth County, Wisconsin



Prepared by:
Jay Martinez and Lucas Howser
Midwest Archaeological Research Services
PO Box 2533
Crystal Lake, IL 60039

Submitted to:

The University of Chicago
5235 South Harper Court, Suite 928
Chicago, IL 60615

September 9th, 2020

Cultural Resources Management Report No. 1900 & 1902

Executive Summary and Findings

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

MARS, archaeologists conducted a visual survey of the project area and surrounding landscape prior to excavating shovel probes across the property. No evidence of a prehistoric earthen mound within the project boundaries was identified either by the visual survey or through shovel probe excavation. MARS excavated 34 shovel test probes and did not find any cultural material. Accordingly, MARS is of the opinion that additional survey work is not warranted and recommends project clearance.

While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

Introduction

MARS is a well-respected, woman-owned, small business that specializes in conducting archaeological, historical, architectural, and archival investigations within the Midwestern United States (Cultural Resource Management). MARS has completed cultural resource overviews, management plans, Historic American Buildings Survey/Historic Illinois Buildings Survey (HABS/HIBS) and Historic American Architectural Engineering Record/ Historic Illinois Architectural Engineering Record HAER/HIER documents, historic and architectural impact studies, and National Register of Historic Places documentation as well as survey, testing, and mitigation projects on both prehistoric and historic sites in the region since the firm's incorporation in 1986. MARS archaeologists have inventoried, recorded, and assessed integrity and eligibility of thousands of historic properties for the National Register of Historic Places including commercial, industrial, and residential properties as well as infrastructure. MARS tested over 200 sites (prehistoric and historic) in the Midwestern United States and mitigated six prehistoric Native American sites (camps, villages, and mortuary facilities) as well as

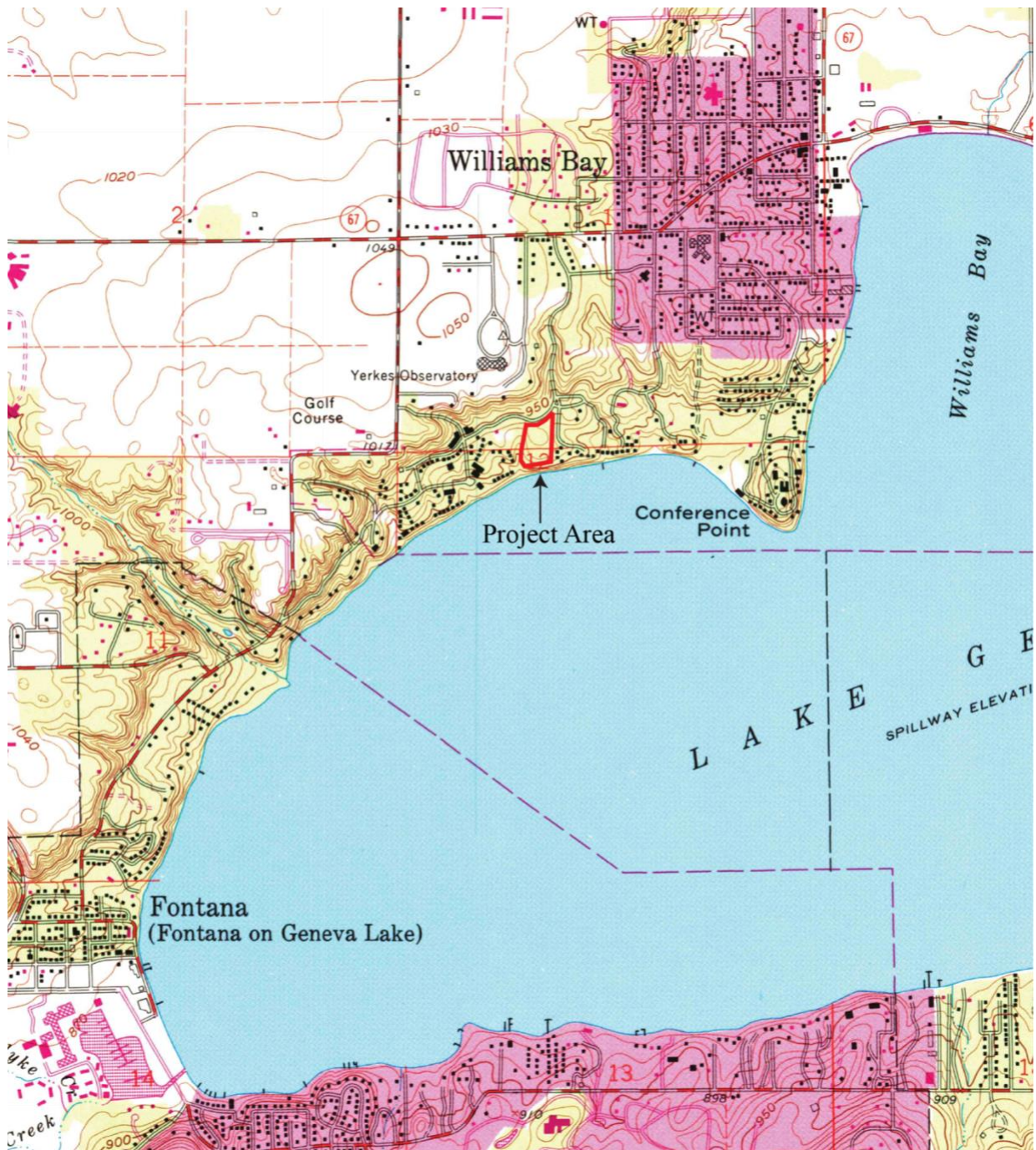


Figure 1. Portion of Walworth 7.5' USGS Quadrangle (1960, photo-revised 1994) showing the study parcel (USGS 2020).

over twenty nineteenth century Euro-American sites (cabins, farmsteads, cemeteries, a fort, rural school houses, a gas station, and several dams). MARS provides governmental agencies, Native American tribal nations, and private companies with the information necessary to comply with historic preservation regulations and maintains an active research interest in the Midwestern United States.

The President of MARS Mr. Jay J. Martinez, RPA (ID No. 990152), completed his master's in Anthropology at Northern Illinois University in 2013 and his B.A. in History at Illinois State University in 2004. Jay has been with MARS since 2006 and has experience working in Illinois, Indiana, Iowa, Michigan, and Wisconsin. Research interests include settlement patterns and lithic analysis. Special skills include the preparation of illustrations to support technical reports. Mr. Martinez is a member of the Illinois Archaeological Survey, the Illinois Association for the Advancement of Archaeology (Board Member 2016-2020), the Midwest Archaeological Conference, and the Society for American Archaeology. His interests and expertise are in lithic analysis, cartography, and public archaeology.

Professional Credentialing and SHPO Approvals:

1. Register of Professional Archaeologists (ID No. 990152)
2. SHPO approval to conduct archaeological investigations (prehistoric and historic) in Illinois, Indiana, and Wisconsin.
3. Approved by the State of Illinois to conduct archaeological investigations (prehistoric and historic) on publically owned land.
4. Credentialed by the State of Indiana as a Principal Investigator for Prehistoric/Historic Archaeology (Indiana Code 14-21-1 and 312 IAC 21)

Physical Setting

Glacial history has played an important role in shaping Wisconsin's topography. Walworth County is located in the Southeastern portion of the State bordering the Illinois State line. This area encompasses the moraines and moraine systems of the late advances of the Woodfordian substage of Wisconsinan glaciation (Willman 1971).

Geneva Lake was formed some 10,000 years ago as the result of glacial action, which created the lake basin and sculpted the landscape. The earlier of these glaciers created what is known as the Troy Valley, a depression running generally southwest from Troy, Wisconsin, through Lyons and then westward through what is today the City of Lake Geneva toward Beloit. This glacier subsequently receded and later advanced again, this time carrying with it vast quantities of gravel that were deposited as hills or terminal moraines.

There is one soil type that comprises the project area (MwD2 Miami loam, 12 to 20 percent slopes, eroded). The Miami series consists of very deep, moderately well drained soils that are moderately deep to dense till. Miami soils formed in as much as 46 cm (18 inches) of loess or silty material and in the underlying loamy till. They are on till plains. Native vegetation is deciduous forest (USDA 2020).

Background Research

Previous Archaeological Research

Prior to the field investigation, MARS consulted the State of Wisconsin state site files maintained by the Wisconsin Historical Society for information on the location of previously recorded sites that have been found within a mile of the project area. The project area has never been surveyed and there are no recorded archaeological sites. However, there are nine recorded archaeological sites within a mile of the project area described in Appendix C.

Historic Research

Potawatomi Native Americans established villages and camp sites around Geneva Lake as early as 1800 with two large known village sites located in present day Fontana and William's Bay. Evidence suggests the Potawatomi led a fluid lifestyle—living in the village one day and going out camping the next. Charles E. Brown, a prominent Wisconsin archeologist, found evidence of temporary campsites at: Aurora University, Cedar Point, Lake Geneva Manor, Elgin Camp, Belvidere Park, Country Club Estates, Big Foot Country Club, Glenwood Springs, Indian Hills, Fair Oaks Camp, Rainbow Bay, the Chicago Club, Black Point, Twin Brooks, Buttons Bay, and several locations on Lake Como (Brown 1928).

John H. Kinzie visited Fontana and Chief Big Foot's village in 1831 on a U.S military expedition, traveling from Fort Dearborn to Fort Winnebago. This was the first ever recorded visit of white settlers to the area. Through a series of unfair negotiations and military strikes, Big Foot and his people vacated the area in 1836 (Lahey 2016).

Historical plats and aerials of the area were also reviewed to assess the potential for historic sites on the project area. Historic plats from 1857, 1873, and 1891 depicted no historic structures within the project boundary (Appendix A: Figures 1-3). The 1937 aerial image of the property depicts the project area in dense woods with no visible structures (Appendix A: Figure 4).

Field Methods and Analysis

Field methods employed during the survey were in accordance with The Wisconsin Archaeological Survey: *Guide for Public Archaeology in Wisconsin* dated August 27th 2012, Compiled by Mark J. Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

The project area is divided between three proposed lots (Figure 2). The phase I survey was divided into two days. On August 11th MARS archaeologists surveyed the project area bounded by white dashed lines (Figure 2). On August 30th the remaining land bounded by white solid lines was surveyed (Figure 2). Per agreement with the Village, the project area did not include land west of the historic footpath that runs along the westerly proposed lot to Constance Boulevard, which is not expected to be disturbed in connection with the residential development. There is an existing sewer line along the existing walking path on the south end of the property on the lake shore, which the Village expects to rehab in connection with any development of this property (Figure 2). This area was heavily eroded and too steep to shovel probe (Appendix B: Plate 1). Because of the erosion, there would not be any cultural material in that area.

Because the project areas were wooded MARS completed a shovel test probe survey. Shovel test probes are small subsurface sampling units approximately 35 cm in diameter and 35 to 50 cm deep. Soils from shovel probes were screened through 1/4" hardware mesh in order to locate any prehistoric or historic material.

A total of 34 shovel test probes were excavated within the project area (Figure 2 [Appendix B: Plates 2-7]). The undisturbed soils in the area comprised a dark grayish brown silty loam A horizon (10YR 4/2) extending 15-20 cm below ground surface and overlying a dark yellowish brown silty clay loam B Horizon (10YR 4/6). No cultural material was identified in any of the shovel probe areas.

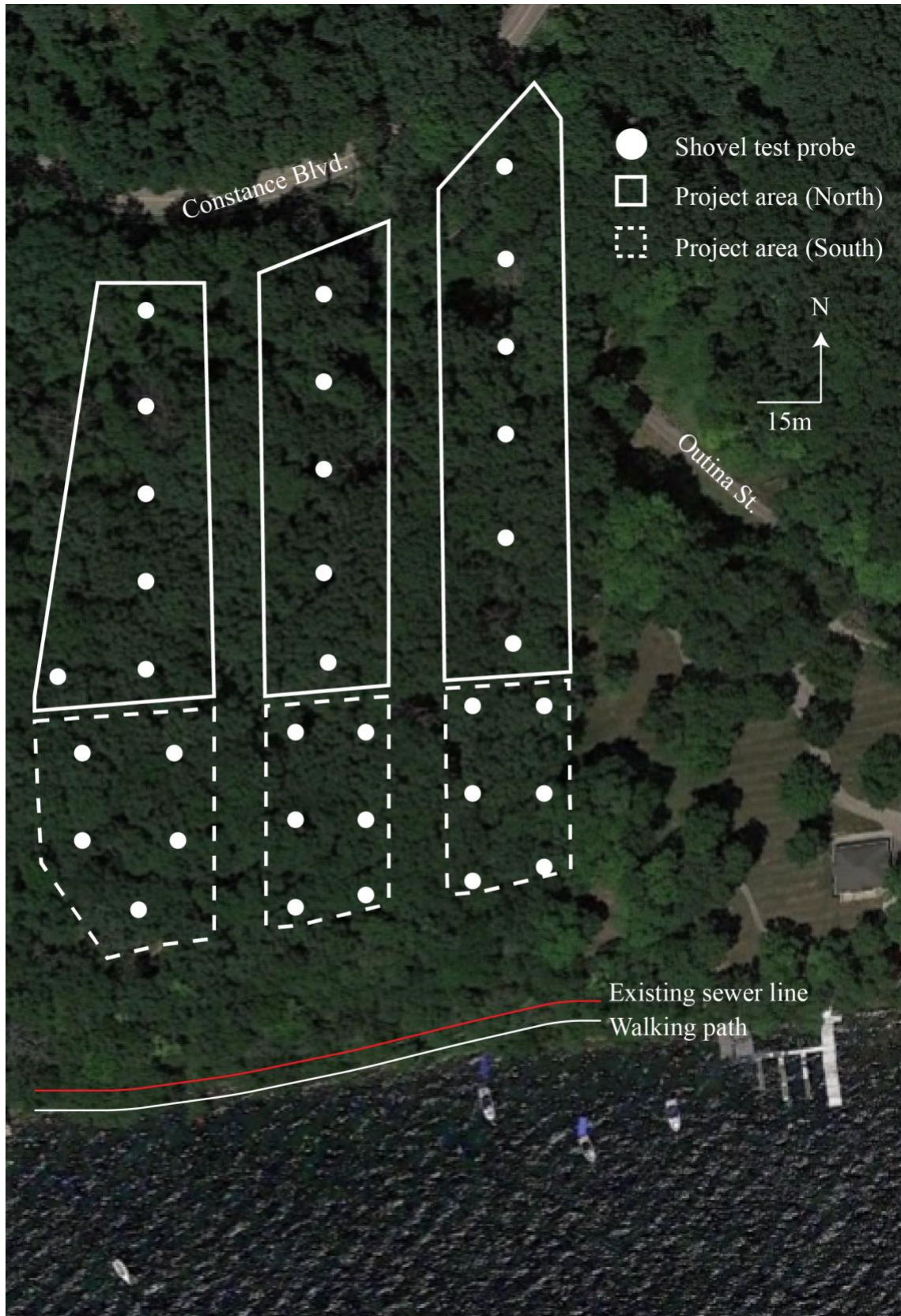


Figure 2. Sketch map of the project area.

Conclusion and Recommendations

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

MARS, archaeologists conducted a visual survey of the project area and surrounding landscape prior to excavating shovel probes across the property. No evidence of a prehistoric earthen mound within the project boundaries was identified either by the visual survey or through shovel probe excavation. MARS excavated 34 shovel test probes and did not find any cultural material. Accordingly, MARS is of the opinion that additional survey work is not warranted and recommends project clearance.

While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

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Wisconsin Historic Aerial Imagery Finder

2020 1937 Historic Aerial of Walworth County. <http://maps.sco.wisc.edu> Accessed 9-1-2020

Appendix A

Historic Plats



Figure 1. Portion of the 1857 Walworth Township (Walworth County) plat showing the study parcel in red (Redding 1857).



Figure 2. Portion of the 1873 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).

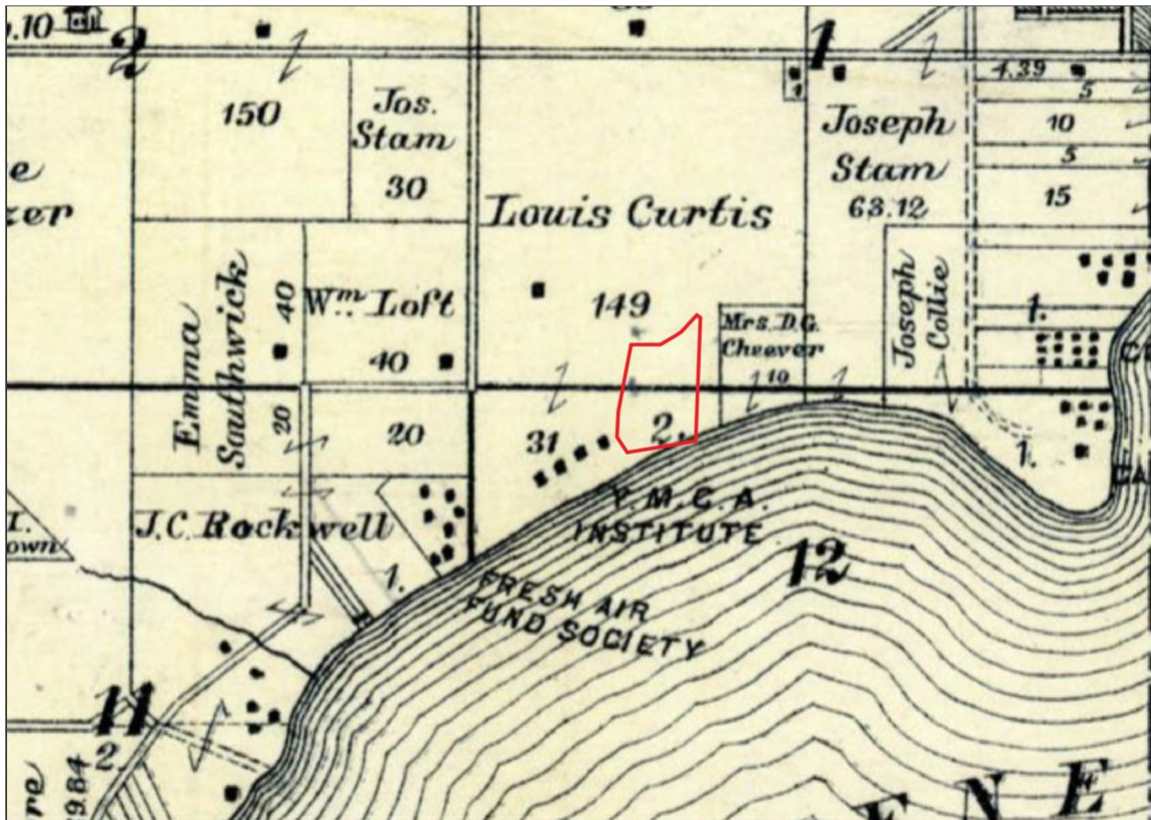


Figure 3. Portion of the 1891 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).



Figure 4. 1937 aerial showing the study parcel in red.

Appendix B
Selected Project Photographs



Plate 1. Looking east over existing sewer line and shoreline walking path.



Plate 2. Looking north over shovel probe area (lot 1).



Plate 3. Looking north over shovel probe area (lot 2).



Plate 4. Looking south over shovel probe area (lot 1).



Plate 5. Looking south over shovel probe area (lot 1).



Plate 6. Looking north over shovel probe area (lot 2).



Plate 7. Looking south over shovel probe area (lot 3).

BIBLIOGRAPHY OF ARCHAEOLOGICAL REPORT FORM

WHS/SHSW # N/A COUNTY Walworth

AUTHORS: Jay Martinez

REPORT TITLE: Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6 Acres of Land, Williams Bay, Walworth County Wisconsin.

DATE OF REPORT (MONTH AND YEAR): September 2020

SERIES/NUMBER: Cultural Resources Management Report No. 1900 & 1902

PLACE OF PUBLICATION: Midwest Archaeological Research Services, Crystal Lake, Illinois.

LOCATIONAL INFORMATION [LEGAL DESCRIPTION OF SURVEY AREA (T-R-S)]
SW $\frac{1}{4}$ of Section 1 and NW $\frac{1}{4}$ of Section 12 in Township 1 N, Range 16E (Walworth Township)

U.S.G.S. QUAD MAP(S): Walworth 7.5' Quadrangle

SITE(S) INVESTIGATED: None

ACRES INVESTIGATED: 6.0 acres

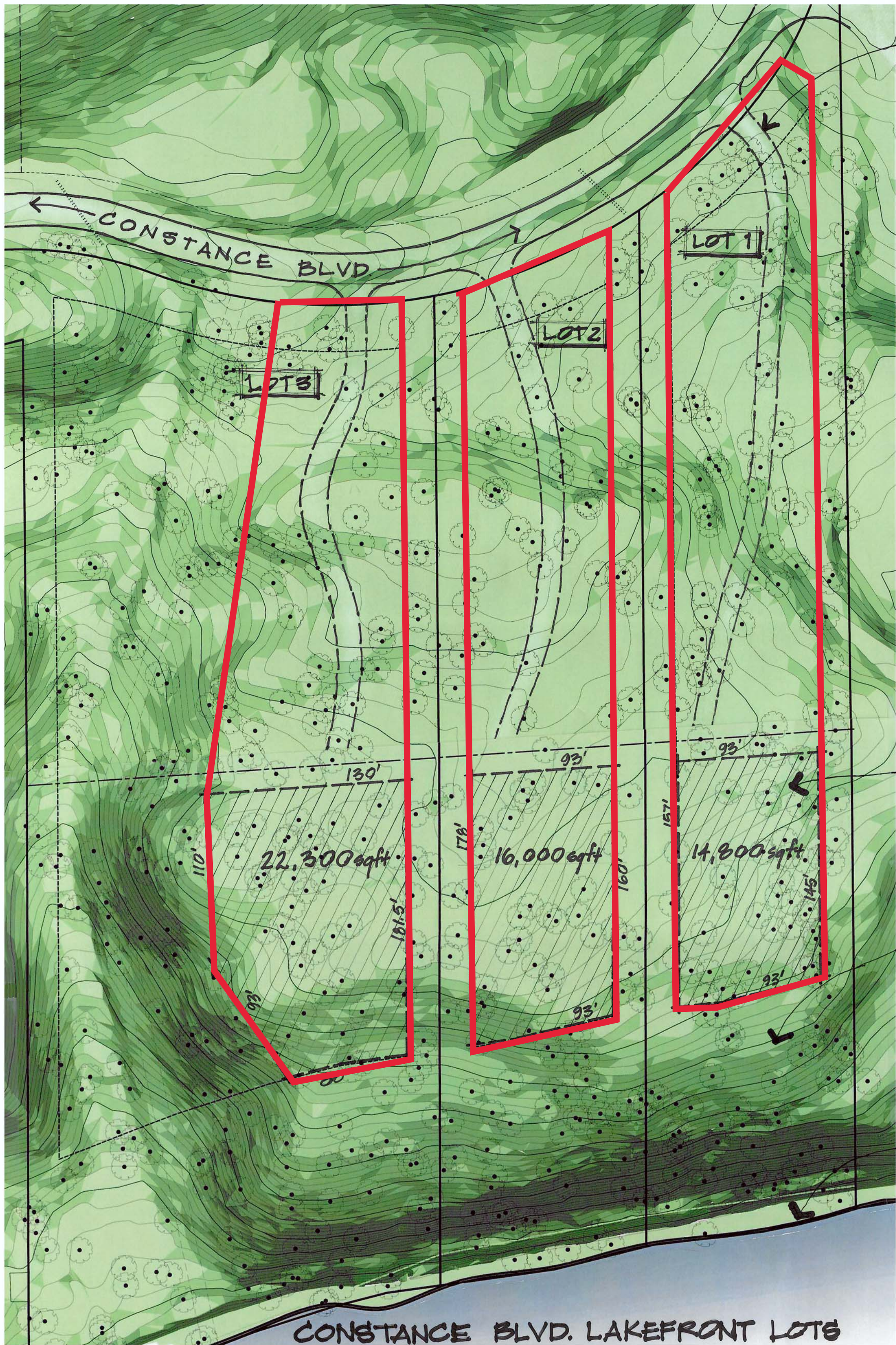
AGENCY # NA

INVESTIGATION TECHNIQUES COMPLETED (Check all that apply.)

- | | | |
|---|--|---|
| ☐ Avocational Survey | ☐ Chance Encounter | ☐ Controlled Surface Collection |
| ☐ Faunal Analysis | ☐ Floral Analysis | ☐ Geomorphology |
| ☐ Historical Research | ☐ Interview/Informant | ☐ Land Use History |
| ☐ Literature Background Research | ☐ Major Excavation | ☐ Mechanical Stripping |
| ☐ Monitoring | ☐ Osteological Analysis | ☐ Phase I-Surface Survey |
| ☐ Phase II | ☐ Phase II-Corridor Only | ☐ Phase III |
| ☐ Phase III-Corridor Only | ☒ Records/Background | ☐ Records/Background (Pred. Model) |
| ☐ Remote Sensing | ☒ Shovel Testing/Probing | ☐ Soil Core |
| ☐ Surface Survey (Intensive) | ☐ Test Excavation | ☐ Traditional Knowledge |
| ☐ Vandalism | ☒ Walk Over (Reconnaissance) | ☐ Unknown |
| ☐ Other: _____ | | |

ABSTRACT: ☒ Included in report ☐ Written in space below

See introduction within report.

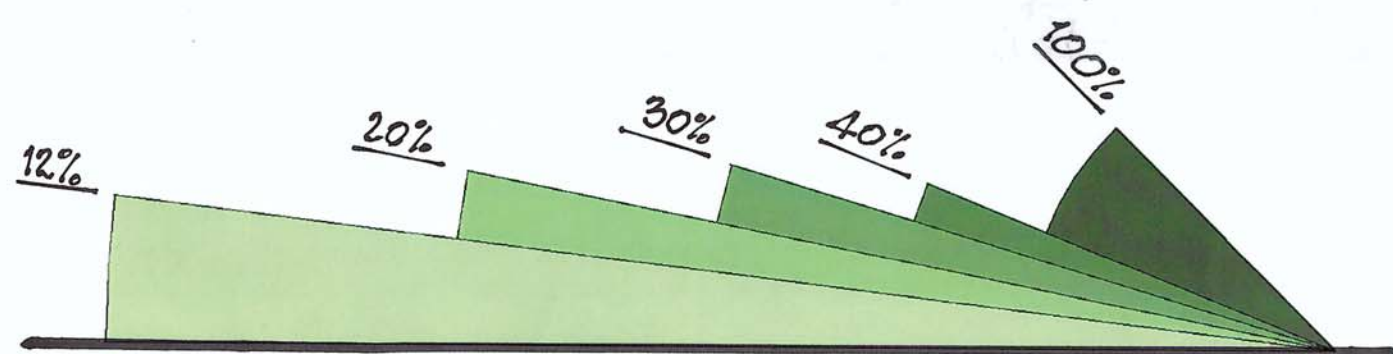


DRIVEWAY ACCESS

-DRIVEWAY ACCESS AND POTENTIAL DRIVEWAY (ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SLOPE DIAGRAMS

-COLOR KEY FOR SLOPE PERCENTAGE DIAGRAM MAP.



PROPOSED BUILDING SITES

-NATURAL PLATEAU AND FLAT AREA DESIGNATED FOR NEW HOME AND OUTDOOR LIVING (ACTUAL LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SHOREYARD RESTORATION

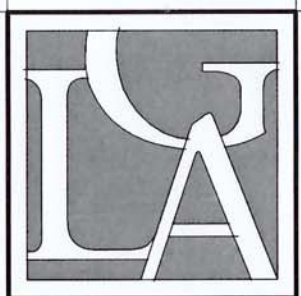
-REMOVAL OF INVASIVE SPECIES.
 -REPLANTING OF NATIVE GROUNDCOVER TO STABILIZE AREAS OVER 40% GRADE.
 -SELECTIVE CUTTING OF TREES TO ALLOW FOR SUNLIGHT TO REACH THE FLOOR AND TO STIMULATE GROWTH OF GROUNDCOVER.

LAKEFRONT STABILIZATION

-MITIGATE EROSION AND STABILIZE NATURAL GRADE.

LAKE GENEVA
 Architects

STUDIO OF JASON R. BERNARD



Appendix C

Archaeological Sites Within A Mile of The Project Area

WL-0066

The site name is Hill Top. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):158.

WL-0067

The site name is Orchard Street. It is a Campsite/village site where Unknown Prehistoric material was found. Evidence of a campsite exposed in a small garden. About 'a hundred' hearthstones found on the surface, others exposed by trowel. Lithic debris noted too. Artifacts include FCR, debitage, cores, projectile point fragments, hammer stones, bone fragments. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):157-158.

WL-0068

The site name is Williams Bay. It is a Campsite/village, **Cemetery/burial**, Corn hills/garden beds, Paleontological site where Historic Indian, Late Paleo-Indian, Middle Archaic, Late Archaic, Early Woodland, Late Woodland material was found. This site consists of a multi-component habitation area with associated cemetery components and cornfields. A mastodon skeleton was also found within the site confines.

WL-0071

The site name is Mead. It is a Workshop site where Unknown Prehistoric material was found. Artifacts include flint. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):171-172.

WL-0073

The site name is Belvidere Park. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0074

The site name is Uihlein Spring Burial. It is a **Cemetery/burial** site where Unknown Prehistoric and Historic Indian material was found. This site consists of one or two disturbed graves. At least one adult with a depressed skull fracture is represented. A small, red pipestone elbow pipe was found with the burial. Artifacts include one red pipestone elbow pipe. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0075

The site name is YMCA College-Mt. Olivet. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):162-164.

WL-0230

The site name is Conference Point. It is a Campsite/village site where Unknown Prehistoric material was found. Artifacts include one small stone axe, debitage, projectile points, and FCR. Artifacts were found in a road cut on top of the point and on the crest of the point, which brown interpreted as a campsite. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):160.

WL-0376

The site name is Frost. It is a Lithic scatter site where Unknown Prehistoric material was found. This site consists of a scatter of non-diagnostic lithic debitage and FCR found during shovel testing south of Congress Avenue and reports of projectile points found when a path was put in within Frost Park north of Congress Avenue. Artifacts include debitage, FCR, and unspecified projectile points. It was recorded 6/30/2020 by Dan Joyce,2020

Pedestrian Easement

Document No.

PEDESTRIAN EASEMENT AGREEMENT

Prepared by and Return to:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street
Suite 700
Madison, WI 53703

Parcel Numbers

See attached Exhibits

PEDESTRIAN EASEMENT AGREEMENT

THIS PEDESTRIAN EASEMENT AGREEMENT ("Agreement") is made effective as of the 1st day of May, 2020, by and between University of Chicago, an Illinois not-for-profit corporation, its successors and assigns ("Grantor") and Yerkes Future Foundation, Inc., a Wisconsin non-stock corporation and its permitted assigns ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property, as described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the owner of certain real property and improvements consisting of the buildings, improvements and related facilities known as the Yerkes Observatory (the "Observatory").

C. Grantor hereby grants to Grantee a non-exclusive easement for pedestrian ingress and egress over and across a portion of the Grantor Property consisting of an existing foot path as more specifically described herein for the benefit of Grantee, its guests, employees, agents and authorized invitees upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Pedestrian Easement. Grantor hereby grants to Grantee a non-exclusive, easement for pedestrian access (the "Pedestrian Easement") over a portion of the Grantor Property

that constitutes a pedestrian footpath for an ingress and egress route from Constance Boulevard over, upon and across the Grantor Property to the public lake front pathway along Geneva Lake on the approximate route depicted on Exhibit B attached hereto and incorporated herein (the “Easement Area”). The Pedestrian Easement shall be for the benefit of Grantee and its guests, employees, agents, and invitees (which for purposes of clarification, shall include members of the general public) for pedestrian use (collectively, the “Easement Users”). Notwithstanding anything to the contrary set forth herein, the Easement Users’ right to enter upon and use the Easement Area shall be subject to the following terms and restrictions: (i) Easement Users may only use the Easement Area during the daylight hours; (ii) the Easement Area shall be used for pedestrian traffic only, and any and all non-motorized bicycle or motorized/mechanized or wheeled/track recreational vehicles of any kind is prohibited; and (iii) subject to Grantee’s obligations under Section 3 below, Grantee may not pave, improve, light, add signage, or otherwise alter the Easement Area in any way without the written permission of Grantor. Grantee shall have no other rights in and to the Easement Area except as set forth herein.

2. Reservation of Rights. Grantor shall have and hereby expressly reserves the right to use the Easement Area, provided such use does not interfere with or impede the Easement Users use of the Easement Area pursuant to the Pedestrian Easement set forth in Section 1 above.

3. Maintenance. Grantee shall be responsible, at its sole cost, for the maintenance and repair of the Easement Area, including but not limited to, the removal of trash, repair and maintenance of the existing pathway, trimming of brush or other landscaping within the Easement Area.

4. Obstructions. Except as provided herein, no party shall do anything to unreasonably interfere with the other party’s use of the Easement Area, except as may be necessary for the performance of maintenance and repair activities, which such maintenance and repair activities shall be performed with diligence and in good faith so as to limit the extent of any resulting obstacle.

5. Insurance. Commencing upon the execution and recording of this Agreement, and thereafter for as long as this Agreement shall remain in effect, Grantee shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering itself and its respective owners’, tenants’, occupants’, customers’, employees’, guests’, agents’ and invitees’ use of the Easement Area as further described herein. Grantee shall include Grantor (including, for the sake of clarity, its successors and assigns) as an additional insured on its respective general liability insurance policy with respect to use of the Pedestrian Easement granted herein. Upon the reasonable request of Grantor, Grantee shall provide the requesting party with a certificate of insurance evidencing the insurance required by this section.

6. Indemnification. Subject to applicable law, Grantee agrees to indemnify, defend by counsel reasonably acceptable to Grantor, and hold Grantor and Grantor Property harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses, including court costs and reasonable attorneys’ fees and expenses, in connection with injury to or death of any person or injury or damage to any property occurring in or about the Grantor Property arising from the use of the Easement Area by Grantee or the Easement Users, or from any breach

or default on the part of Grantee in the performance of any covenant or agreement on the part of Grantee to be performed pursuant to the terms of this Agreement.

7. Assignment. This Agreement shall bind and benefit Grantor and Grantee's respective successors and assigns. Grantee may assign its rights and obligations under this Agreement upon written notice to Grantor solely to the Village of Williams Bay (or another duly authorized unit of state or local government). Any other assignment by Grantee shall be void and of no effect. Grantor shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after Grantor has transferred its ownership interest in the Grantor Property.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the substantially prevailing party shall be entitled to recover its costs, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

12. Notices. All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party or parties at its or their last known address. If a party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills, if any, are sent. Any party may change its address for notice by providing written notice to the other party.

13. Non-Use. Non-use or limited use of the Pedestrian Easement granted herein shall not prevent the Grantee or the Easement Users from later use of the same to the fullest extent authorized herein.

14. Amendment. This Agreement may not be amended, modified, terminated, or released without the written consent of the Grantee and Grantor. Each party agrees to work in good faith with the other with respect to a reasonable request for amendment to this Agreement. Any amendment, modification, termination or release of this Agreement shall not be effective until it is recorded with the Walworth County Register of Deed's office.

15. Recitals. The Recitals set forth above are hereby incorporated fully as terms and conditions of this Agreement.

16. Authority. Each of the undersigned hereby represents to the others that: (i) it has complete power and authority to enter into this Agreement, (ii) that no other third-party authorizations or approvals are necessary to enter into this Agreement, and (iii) that the person signing below on behalf of each undersigned respectively warrants that he or she has the authority to act on behalf of the party for which they are signing with regard to this Agreement.

[Signatures on next page following]

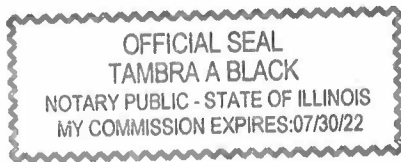
GRANTOR:

The University of Chicago,
an Illinois not-for-profit corporation

By: *K. Callow-Wright*
Name: Katie Callow-Wright
Title: Executive Vice President

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

Personally came before me this 25th day of April, 2020, the above-named Katie Callow-Wright as the Executive VP of The University of Chicago to me known to be the person who executed the above instrument and acknowledged the same.



Tambra A. Black
Name: Tambra A. Black
Notary Public, State of Illinois
My Commission: expires July 30, 2022

This instrument prepared by:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street, Suite 700
Madison, WI 53703

EXHIBIT A

Legal Description of the Grantor Property

PIN: Part of WAS 00001

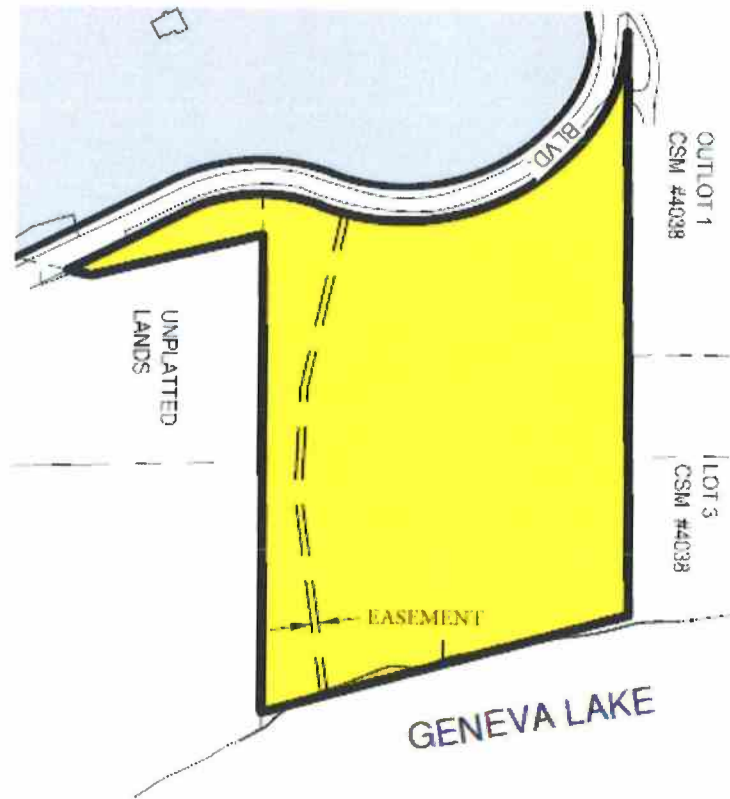
Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

EXHIBIT B

Depiction of Easement Area



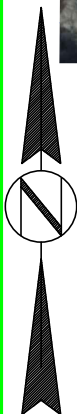
Driveway Entry Study

SIGHT DISTANCE ANALYSIS EXHIBIT

PER AASHTO STANDARDS FOR INTERSECTION SIGHT DISTANCE AT A DESIGN SPEED OF 25 MPH:

- RIGHT TURN - 240 FEET
- LEFT TURN - 280 FEET

EACH PROPOSED LOT IS SHOWN WITH AN ANTICIPATED DRIVEWAY LOCATION AND SIGHT LINES FROM THE RIGHT OF WAY LINE , WHERE THE APPARENT DRIVER LOCATION WOULD BE FOR ANALYSIS, AND TO THE CENTER OF THE ONCOMING TRAFFIC LANE.



SCALE: 1" = 100'



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report

Plan Commission/Village Board Meeting

May 25, 2021

May 14, 2021

APPLICANT: University of Chicago (Owner)

TAX KEY: WAS 00001A

STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Village of Williams Bay

- 1) Applicant is requesting to change the Village of Williams Bay Comprehensive Plan Future Land Use Map designation from Institutional to Large Lot Residential.
- 2) Applicant is requesting rezoning from P & I Public and Institutional to SF-2 Large Lot Residential.
- 3) Applicant is requesting approval of a 3-lot Certified Survey Map.

Excerpts from the Comprehensive Plan:

- Large Lot Residential Description: This future land use category is intended for single-family detached residential development, served by public sanitary sewer and water and full urban services. Small community facility uses—such as parks, schools, and churches—may also be built on lands within this category. As shown on Map 5, future Large Lot Single-Family development areas are shown mainly in areas in which this land use existed at the time this Plan was written, particularly along the shores of Geneva Lake.
- Recommended Zoning: The existing Village zoning districts most appropriate to implement this future land use category include the RS-1 and RS-2 Single Family Residential districts.

Staff Comments:

Approval is recommended based on the following:

- The Large Lot Land Use Plan designation is consistent with the proposed SF-2 zoning and proposed land division for three single-family residential dwellings located on a total lot area of 8.72 acres.
- The proposed zoning map amendment advances the purposes of the zoning ordinance as outlined in Section 18.0103 – This zoning ordinance is adopted for the purpose of protecting the health, safety, morals, comfort, convenience, and general welfare of the public.
- The proposed zoning map amendment is in harmony with the recommendations of the Comprehensive Plan.
- The proposed zoning map amendment maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning district(s).
- Factors have changed making the subject property more appropriate for a different zoning district.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator



Board of Trustees and Plan Commission
Village of Williams Bay
P.O. Box 580
250 Williams Street
Williams Bay, WI 53191
Attn: Bill Duncan, Board Chair (bduncan@williamsbay.org)

VIA HAND DELIVERY TO VILLAGE AND EMAIL

May 14, 2021

Dear Village Board of Trustees and Plan Commission Members:

We are pleased to participate in the public hearing and joint Village Board and Plan Commission meeting scheduled for May 25 regarding our proposal. As noted by former Trustee, Jim Killian, and other members of the public at the April 21 hearing, the University has worked to diligently and transparently fulfill each request made by the Village and to respond in detail to questions and concerns that we have heard both from the Village and members of the public.

In advance of the May 25 meeting, and as previously mentioned in other public forums, we also wish to make you aware that in recent months the University has received offers from third parties for potential institutional uses of this lakefront parcel. The University has declined to pursue these offers for various reasons including the terms presented, the potential for higher density development as of right (e.g., structures of up to 20,000 gross square feet along with required off-street parking) than our current proposal, and the interests of and contractual obligations to the buyers with whom we are under contract. We appreciate that offers can be made at any time, but having considered those we have received and declined to pursue, we continue to believe the residential proposal presents the best opportunity to guarantee low-density development and preservation of these woodlands for the long-term. The residential proposal would also generate tax revenue for the Village. Our goal is to have the Village take action on the specific requests of our application, which is to amend the future land use map of the Comprehensive Plan, and rezone and subdivide the subject property for residential use. No other speculative uses for the property are a part of our application or should be considered in reviewing our application.

EDWARD H. LEVI HALL

5801 S. ELLIS AVENUE, SUITE 500 • CHICAGO, ILLINOIS 60637

TELEPHONE: 773-702-4559 • FAX: 773-702-0809 • EMAIL: TRACYMCCABE@UCHICAGO.EDU

Lastly, we write to summarize the materials that the University has previously submitted to the Village for your consideration. These materials are unchanged from those last provided to the Village and posted on the Village website, with the exception of item 4 (Subdivider Agreement) which has been put into execution ready form by the Village.

Enclosed please find the following documents and information:

1. **University Petition to Amend the Comprehensive Plan:** The Petition was originally filed on March 11, 2020, and requests to amend the future land use designation of the lakefront parcel on the Future Land Use Map to Large Lot Residential. As the portion of the petition relating to tax parcels WGT 00011 and WGT 00012 (which is referred to in the Petition is “Parcel A” and now owned by Mr. Michael K. O’Brien and Mrs. Anita P. O’Brien) was approved by the Village on July 22, the request now before the Village relates solely to the lakefront parcel.
2. **University Application to Rezone the Lakefront Parcel:** This application was also originally filed on March 11, 2020. While the University’s request to rezone the lakefront parcel from P&I to SF-2 as described in the application is unchanged, the enclosed narrative was updated to reflect additional information provided to the Village, which is also described below.
3. **CSM Supplemental Information:** Since its submission in March 2020, and at the request of the Village, the proposed CSM has been supplemented to: (i) depict areas with slopes in excess of 12% (see CSM page 2); (ii) add a utility access and drainage easement over a western portion of the property as requested by the Village (see CSM Page 3); and (iii) specify a 30’ foot easement over the existing watermain that runs through the property. The CSM was prepared by Certified Land Surveyor, Keith Kindred, of Short Elliott Hendrickson (SEH) Inc. Also, based on a July 2020 Village request, the University completed a Site Assessment Checklist.
4. **Subdivider Agreement:** The University and the Village, each represented by counsel, have negotiated a subdivider agreement which provides for the replacement of the existing water main and rehabilitation of the existing sewer main located on the property, the cost of which will be borne by the owners of the underlying lots upon completion of the improvements. The agreement also references the restrictions on tree removal pursuant to the Village Zoning Ordinance, including limitations on selective cutting to not more than 30% of the woodlands within a given development pad.
5. **Tree Survey:** At the request of the Village, the University obtained a tree survey of the property, which identified and located over 600 individual trees across 19 species. The tree survey, which is on file with the Village, was prepared by Short Elliott Hendrickson (SEH) Inc.
6. **Archaeological Survey Report:** Based on public comment at the July 22 public hearing, and as requested by the Village, the University engaged Midwest Archaeological Research Services, Inc. (MARS), an archaeological firm included on the Wisconsin Historical Society’s List of Archaeological Consultants, to

conduct a Phase I archaeological reconnaissance survey. The scope of the survey was jointly determined by the Village staff and the University and did not include the portion of land west of the footpath, as that area of steep slopes is not suitable for residential construction and would be subject to multiple easements to the Village. As noted in the report, MARS excavated 34 shovel test probes and did not find any cultural material, prehistoric deposits or human remains. MARS opined that, based on its finding, additional survey work is not warranted.

7. **Pedestrian Easement Assignment:** The University has long understood that the public values the historical footpath that connects the lakefront path to Constance Boulevard. Accordingly, the University's proposal provides for a pedestrian easement that would enable public access to the path as described in the easement, which has been reviewed by the Village. The easement, which was originally drafted for the benefit of Yerkes Future Foundation, would be effectuated via an assignment by YFF to the Village following approval of the University's requests.
8. **Driveway Study:** At the request of the Village, the University obtained a driveway study to identify potential access points to each proposed lot from Constance Boulevard, in accordance with American Association of State Highway and Transportation Officials (AASHTO) standards for intersection sight distance. The study was prepared by Short Elliott Hendrickson (SEH) Inc.

Our requests as a private landowner to rezone and subdivide this property into three lots (which cannot be further subdivided without Village approval), each limited to a single-family home, for low-density development by subsequent landowners ensures the best use of this property and forecloses the possibility of higher density, institutional uses. This request is consistent with zoning of other lots on the lakefront and immediately adjacent to our property. It also provides important financial support to the Yerkes Observatory as well as the Village through additional seed funding and tax revenue, respectively, while funding and effectuating infrastructure improvements by subsequent buyers, as the Village desires. In addition to these important stakeholders, we are confident that our proposal, if approved, will help ensure that the lakefront property's natural beauty will be maintained and preserved by its future owners for generations to come.

Sincerely,



Tracy McCabe

cc: Bonnie Schaeffer, Zoning Administrator (zoning@williamsbay.org)
Becky Tobin, Village Administrator (admin@williamsbay.org)

Petition to Amend Comprehensive Plan

COMPREHENSIVE PLAN AMENDMENT PETITION

Project Location: Part of Blocks A through D of the Assessors Subdivision Plan in the Village of Williams Bay, and a parcel commonly known as 415 Grand View Avenue in the Village of Williams Bay, both of which are described in the attached Exhibit A.

Property Owner: The University of Chicago, 5801 S. Ellis Avenue, Chicago, IL 60637

Owner's Agent: Egert Law, SC, Nicholas A Egert, 835 Geneva Parkway North, Suite 1, Lake Geneva, WI 53147

Description of Proposed Village of Williams Bay Comprehensive Plan Amendment: Pursuant to the procedure described in Wisconsin Statutes Section 66.1001(4), the University of Chicago hereby petitions the Board of Trustees of the Village of Williams Bay to amend the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan (at page 71). Specifically, the University petition seeks to change the designation of (i) part of tax key parcel WAS0001 (The "Lakefront Parcel") and (ii) tax key parcels WGT 00011 and WGT 00012 (collectively "Parcel A"), each as more fully described in the University of Chicago's application for Zoning Map Amendment enclosed herewith, from "Institutional" to "Large Lot Residential", as described more fully on page 58 of the current Village of Williams Bay Comprehensive Plan. No amendments to the text of the Comprehensive Plan are being requested.

Additional Statement in Support of Petition: As part of its effort to secure a long-term plan with the Yerkes Future Foundation for the preservation of Yerkes Observatory and the surrounding campus, the University seeks to rezone the Lakefront Parcel and Parcel A from "Public and Institutional" to "SF-2", Large Lot Residential. As noted in the rezoning application, a zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village. With respect to Parcel A, which has historically contained a single family home that was bequeathed to the University by the astronomer, Edward E. Barnard, in 1924, the rezoning to SF-2 will align the zoning with the parcel's historical residential use. The University understands that in connection with its applications for Zoning Map Amendment, conforming amendments to the Future Land Use Map must also be requested to facilitate ongoing consistency between the Future Land Use Map and Village amendments to the Zoning Map.

Accordingly, the University respectfully petitions the Village of Williams Bay to consider and approve the above-described amendments to the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan.

UNIVERSITY OF CHICAGO, as Owner

By: _____



Nicholas A. Egert, as Agent.

Date: March 11, 2020

EXHIBIT A

Legal Description

Lakefront Parcel:

Part of Blocks A and Part of Block C of Assessor's Subdivision, being a part of the SE 1/4 of the SW 1/4 of Section 1 and the NW 1/4 of Section 12, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Parcel A/415 Grand View:

All of Lots 53 through 55, part of Lot 56, all of Lots 65 through 68 of Grand Terrace, a subdivision at Lake Geneva, Wisconsin, and land conveyed by Doc Nos. 167281 and 167282, being a part of the NW 1/4 of the SW 1/4, Section 1, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Rezone Application - Updated Narrative

Applicant: University of Chicago
Parcel: WAS 00001A
Exhibit A

APPLICATION NARRATIVE
(Updated as of October 8, 2020)

The University of Chicago, being the “Applicant” in this matter, respectfully requests the rezoning and the approval of the attached Certified Survey Map (labeled Exhibit A), for the property platted and described in the attached Certified Survey Map, which property is hereinafter referred to as “Lakefront Parcel.”

The Lakefront Parcel is currently zoned as “P&I”, Public and Institutional, under the Village of Williams Bay Zoning Ordinance. P&I zoning allows for multiple potentially unsuitable uses by right, including gyms, commercial swimming pools, community centers, churches, and convention centers. Even more intense uses, such as group homes, nursing homes, or hospitals are allowable with a conditional use permit under P&I zoning. The Applicant seeks to rezone the Lakefront Parcel from P&I to “SF-2”, Large Lot Residential. A zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village.

The proposed Certified Survey Map provides for an extremely low-density residential setting consisting of three single family lots. Each lot satisfies the SF-2 zoning requirements; Lot 1 and Lot 2 would each be 133 feet wide and 2.0 or more acres in size. Lot 3 would be 266 feet wide and contain 4.2 acres.

This application splits over 550 feet of lake frontage between the three single-family residential lots, with no lot having less than 133 feet of lake frontage. By comparison, the nearby residential lakefront lots on both Outing Street and Constance Boulevard average around 50 feet of lake frontage per lot.

As depicted on the Certified Survey Map and more fully described therein, a proposed pedestrian easement, running the length of Lot 3 would maintain walking access between the lakefront path along Geneva Lake and Constance Boulevard. Per the terms of the pedestrian easement, a copy of which has been made available to the Village, vehicular access would be prohibited from utilizing the easement. Said pedestrian easement is designated to the benefit of Yerkes Future Foundation, Inc. (hereinafter YFF) and is assignable directly to the Village following receipt of the University’s requested approvals.

While any further subdivision would require additional applications to, and approvals from, the Village, the Applicant has included a prohibition against further subdivision of the newly created lots in the Certified Survey Map so as to maintain the low-density residential setting. Further, the proposed Subdivider Agreement with the Village includes a deed restriction that expressly prohibits development of any more than one single family residence per lot. The CSM includes the topography of the parcel and demonstrates that notwithstanding steep slopes that exist on portions of the parcel, there remains ample, buildable land (i.e., less than 12% grade) for the placement of a single-family home on each lot. Exact homesites and building plans would be subject to future review and approval by the Village and future parcel owners.

Midwest Archeological Research Services also conducted a Phase I archaeological reconnaissance survey in September 2020 and did not find any cultural material, prehistoric deposits or human remains in the surveyed area. The University acknowledges that the parcel is designated as Primary Environmental Corridor in the Future Land Use Map of the Village Comprehensive Plan. Although this designation does not come with any restrictions on development of the parcel, the University has consulted with SEWRPC regarding its proposal, and notes no objections (formal or informal) to the proposed rezoning and subdivision as described herein were raised. The University further notes that the Future Land Use Map PEC designation extends to several SF-2 properties in the vicinity of the parcel.

The pending application is also favorable to the Williams Bay community as it forecloses the possibility of future commercialization on this portion of the lakefront. The creation of three single family residential lots represents the best feasible use of the Lakefront Parcel, and benefits the neighboring Yerkes Observatory campus, with a portion of the proceeds from lakefront parcel sales directed to YFF. Rezoning the parcel to provide for low density residential use will also help ensure the lakefront property's natural beauty will be maintained and preserved by its owners for generations to come.

Certified Survey Map and Site Assessment Checklist

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:

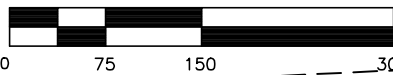
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:

UNIVERSITY OF CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

SEE SHEET 2 FOR TOPO DETAIL
SEE SHEET 3 FOR SETBACK AND EASEMENT DETAIL
SEE SHEET 4 FOR CURVE TABLE

SCALE: 1" = 150'



NOTE: NO FURTHER LAND DIVISION
ALLOWED WITHOUT APPROVAL OF
THE VILLAGE OF WILLIAMS BAY.

UTILITY ACCESS AND
DRAINAGE EASEMENT

ZONING CLASS: P&I

BLOCK C
ASSESSOR'S
SUBDIVISION

BLOCK A
ASSESSOR'S
SUBDIVISION

CONSTANCE BLVD.

50.00' R/W
BY USAGE

LOT 1
TO ORDINARY
HIGH WATER
MARK
96,873 S.F.
2.22 AC.
TO MEANDER
LINE
94,267 S.F.
2.16 AC.

LOT 2
TO ORDINARY
HIGH WATER
MARK
86,622 S.F.
1.99 AC.
TO MEANDER
LINE
83,727 S.F.
1.92 AC.

LOT 3
TO ORDINARY
HIGH WATER
MARK
196,303 S.F.
4.51 AC.
TO MEANDER
LINE
194,022 S.F.
4.46 AC.

OUTLOT 1
CSM #4038
ZONING
CLASS: SF-2

FND CONC MON
W/ALUM CAP
S 1/4 CORNER
SEC 1-1-16
ELEV.=874.63

LOT 3
CSM #4038
ZONING
CLASS: SF-2

FRONTAGE
137 LF

FRONTAGE
135 LF

FRONTAGE
286 LF

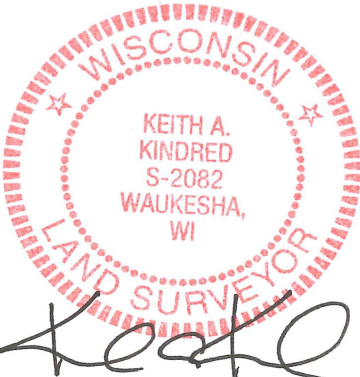
569°00'14"W
284.05'

S81°38'12"W
136.27'

S79°03'22"W
135.25'

GENEVA LAKE

PUMP HOUSE
0.3' EAST



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

LEGEND

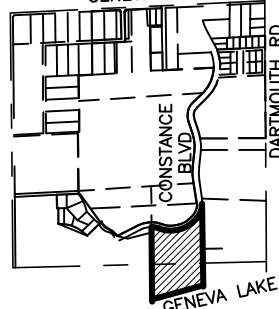
- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT

ANY LAND BELOW THE ORDINARY
HIGH WATERMARK OF A LAKE OR A
NAVIGABLE STREAM IS SUBJECT TO
THE PUBLIC TRUST IN NAVIGABLE
WATERS THAT IS ESTABLISHED
UNDER ARTICLE IX, SECTION 1, OF
THE STATE CONSTITUTION

PER FEMA PANEL 55127C0308D, EFFECTIVE 10-2-2009 SITE
IS IN ZONE X-AREA OF MINIMAL FLOOD HAZARD. PER THE
FIS 55127CV000B REVISED 9-3-14, STILLWATER ELEVATION
OF GENEVA LAKE IS 865.3 (ADJUSTED TO NGVD29). THE
ESTABLISHED ORDINARY HIGH WATER MARK (OHWM) OF
GENEVA LAKE IS 865.3.

LOCATION MAP

SW. 1/4 SEC. 01-T01N-R16E
GENEVA ST.



1"=2000'



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE
SOUTH LINE OF THE SW 1/4 OF SECTION 01-01-16 AS N88°39'43"E,
VERTICAL DATUM NGVD 29.

PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 1 OF 6

CERTIFIED SURVEY MAP NO.

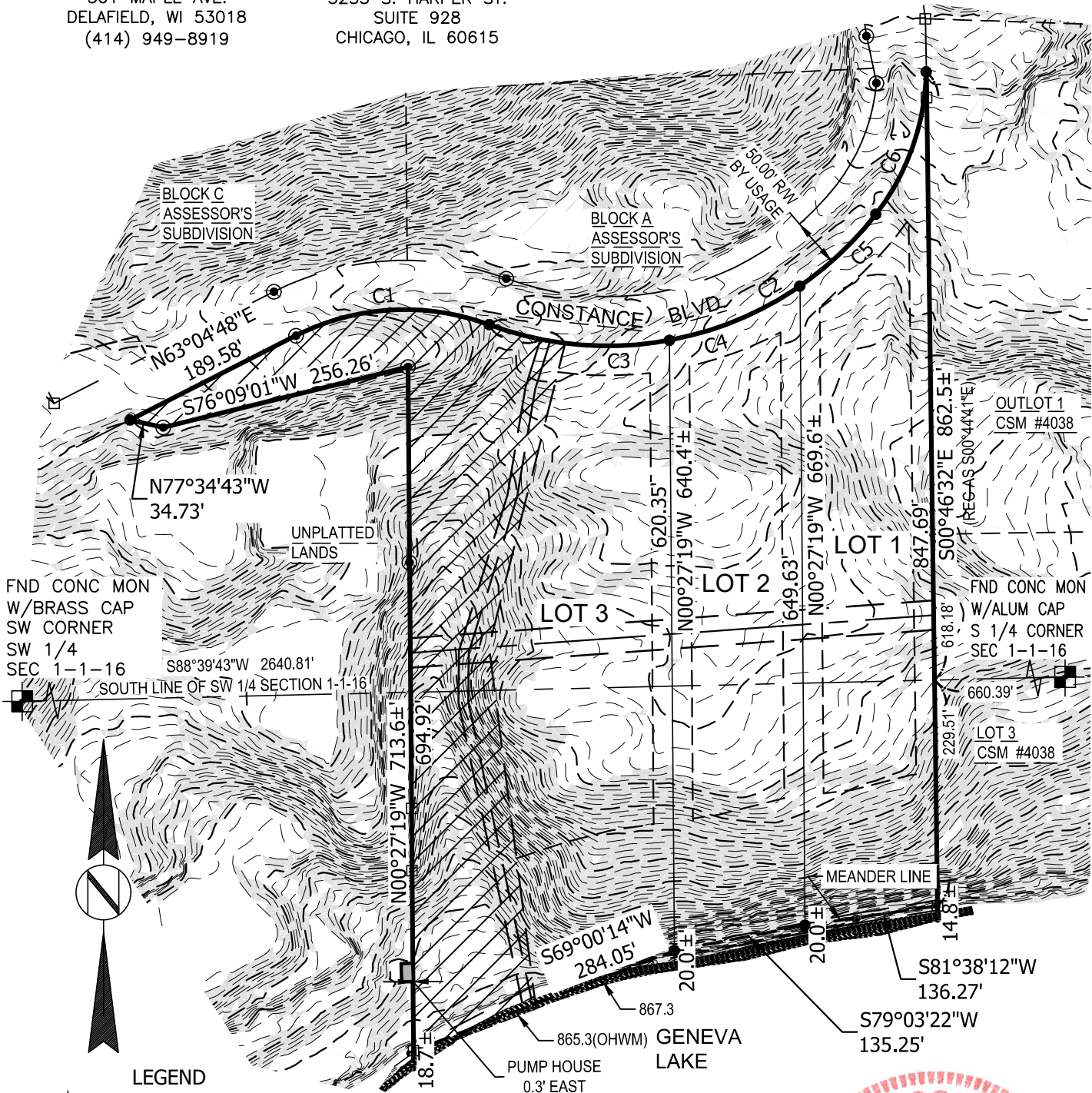
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:

UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615



LEGEND

— CONC. MON. W/ BRASS CAP FND.

— 1" IRON PIPE FOUND
(UNLESS OTHERWISE STATED)

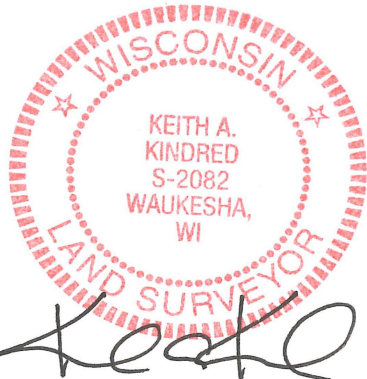
— 11/16" REBAR SET, 18" LONG,
WT. = 1.13 LBS./LIN. FT.

— FOUND CONCRETE MONUMENT

— AREAS OF SLOPES > 12%

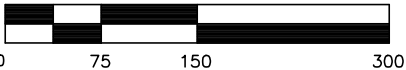
— UTILITY ACCESS AND DRAINAGE EASEMENT

NOTE: ALL LOTS SUBJECT TO 30'
WATERMAIN EASEMENT. LOCATION CAN
BE MODIFIED BY OWNER AS APPROVED BY
THE VILLAGE OF WILLIAMS BAY.



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

SCALE: 1" = 150'



PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

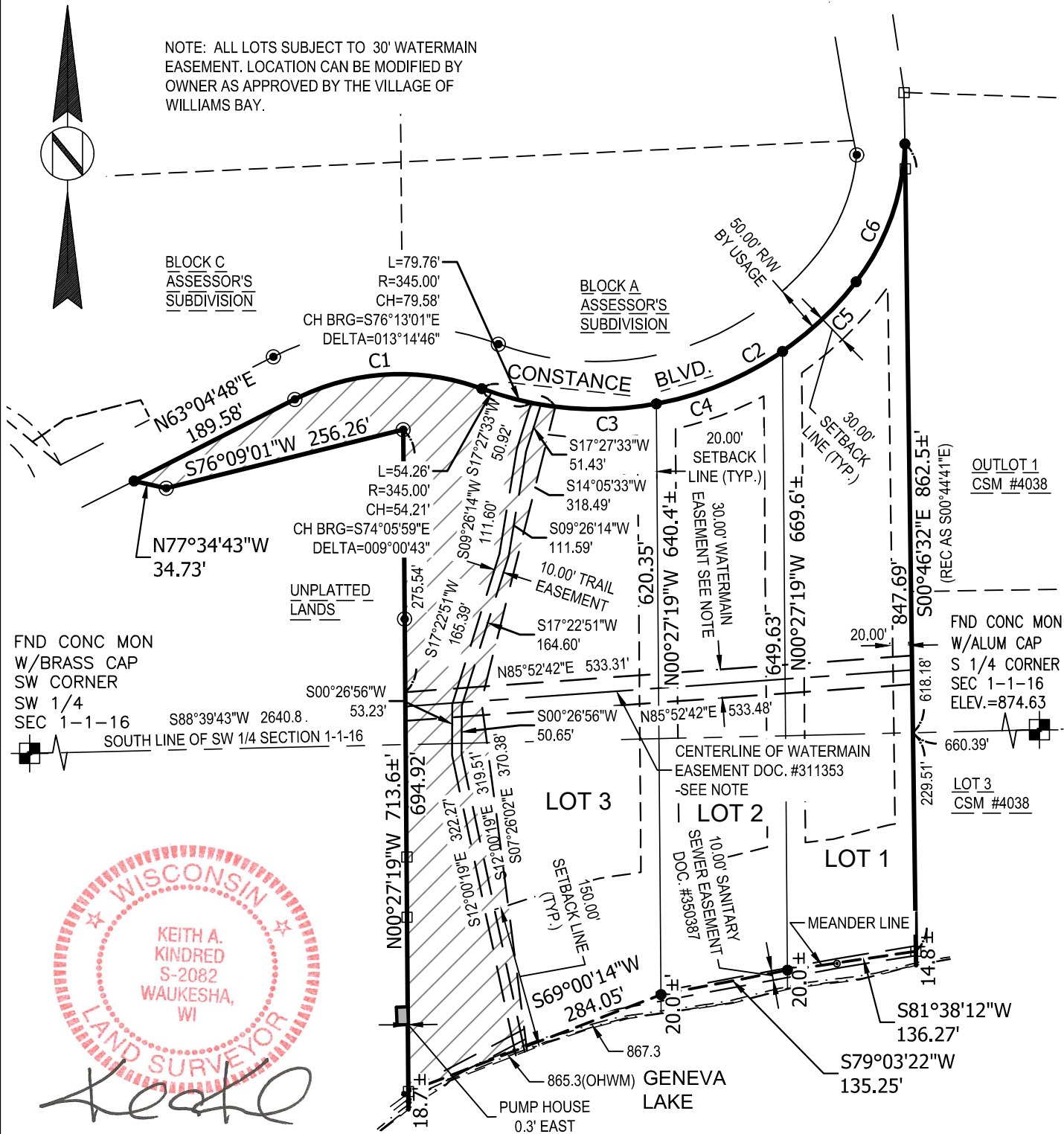
REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SHEET 2 OF 6

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

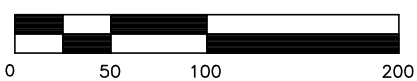
NOTE: ALL LOTS SUBJECT TO 30' WATERMAIN EASEMENT. LOCATION CAN BE MODIFIED BY OWNER AS APPROVED BY THE VILLAGE OF WILLIAMS BAY.



WISCONSIN
KEITH A. KINDRED
S-2082
WAUKESHA, WI
LAND SURVEYOR

REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SCALE: 1" = 100'



LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT
- UTILITY ACCESS AND DRAINAGE EASEMENT

SURVEYOR:
KEITH A. KINDRED,
PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 6

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

That I have made such survey, land division and Certified Survey Map by the direction of the University of Chicago owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Williams Bay and Walworth County in surveying, dividing and mapping the same.

Dated this 2nd day of December, 2019.
Revised this 18th day of February, 2020.
Revised this 11th day of March, 2020.
Revised this 7th day of July, 2020.
Revised this 10th day of August, 2020.
Revised this 17th day of August, 2020.
Revised this 7th day of October, 2020.



Keith A Kindred, PLS 2082



Curve Table							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	245.00	47°17'24"	202.21	196.52	N86°45'40"E	S69°35'38"E	N63°06'58"E
C2	345.00	72°40'36"	437.61	408.86	N74°04'04"E	S69°35'38"E	N37°43'46"E
C3	345.00	30°55'20"	186.20	183.94	S85°03'18"E	S69°35'38"E	N79°29'02"E
C4	345.00	24°00'28"	144.55	143.51	N67°28'48"E	N79°29'02"E	N55°28'33"E
C5	345.00	17°44'48"	106.86	106.43	N46°36'10"E	N55°28'33"E	N37°43'46"E
C6	245.00	36°30'21"	156.10	153.47	N19°28'35"E	N37°43'46"E	N01°13'24"E

CERTIFIED SURVEY MAP NO. _____

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OWNER'S CERTIFICATE OF DEDICATION:

As owner, University of Chicago, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1) VILLAGE OF WILLIAMS BAY

Date: _____ Signed: _____
_____ Member

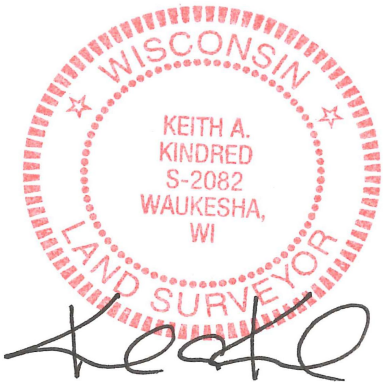
STATE OF _____)
_____ COUNTY) SS

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

Notary Public

_____ County, Wisconsin

My Commission Expires _____



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
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PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

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VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
William Duncan, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

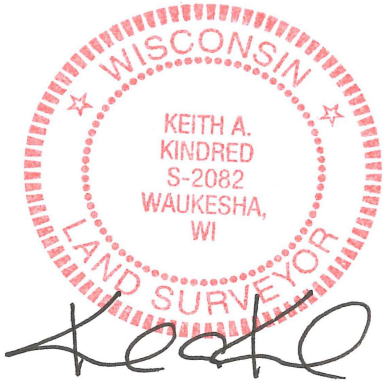
APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Williams Duncan, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
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APPENDIX E: SITE ASSESSMENT CHECKLIST

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(A) Land Resources. Does the project site involve any of the following:		
(1) Changes in relief and drainage patterns (Attach a topographical map showing, at a minimum, 2-foot contour intervals)	X	
(2) A landform or topographical feature including perennial streams		X
(3) A floodplain (If "yes," attach 2 copies of the 100-year floodplain limits.)	X	
(4) An area of soil instability (greater than 18% slopes and/or hydric of alluvial soils), as depicted in the applicable County Soils Survey	X (as to slopes, nonhydric)	
(5) An area of bedrock within six feet of the soil surface as depicted in the County Soils Survey or a more detailed source		X
(6) An area with groundwater table within five feet of the soil surface as described in the County Soils Survey or a more detailed source		X
(7) Areas of existing fill or grading		X
(8) An area with fractured bedrock within 10 feet of the soil surface as depicted in the County Soils Survey		X
(9) Prevention of future gravel extraction		X
(10) A drainageway with a tributary area of five or more acres		X
(11) Lot coverage of more than 50% impermeable surfaces		X
(12) Prime agricultural lands as depicted in the applicable County Soils Survey or adopted farmland preservation plans		X
(13) Wetlands as depicted on WisDNR wetland inventory maps or more detailed sources		X
(14) Environmental corridors, as mapped by the Village, County, or SEWRPC	X	
(B) Water Resources. Does the project site involve any of the following:		
(1) Location in an area traversed by a navigable stream, intermittent stream, or dry run		X
(2) Impact on the capacity of a stormwater storage system or flow of a waterway within one mile	To be determined in association with development by subsequent landowner	
(3) Existing drainage tile		X
(4) Lowering of water table by pumping or drainage		X
(5) Raising of water table by altered drainage		X
(6) Frontage on a lake, river, stream, or other navigable waterway	X	
(7) The use of septic systems for on-site waste disposal		X
(8) Existence or use of private wells		X
(C) Biological Resources. Does the project site involve any of the following:		
(1) Critical habitat for plants and animals of community interest or per WisDNR inventory:	To be determined in association with development by subsequent landowner	
(2) Endangered or rare plant or animal species per the WisDNR Wisconsin Natural Heritage Inventory:	same as above	
(3) Trees with a diameter of six or more inches at breast height outside of "mature woodlands" as defined in the subdivision ordinance (if yes, all trees of such size must be mapped)	X	
(4) Removal of over 40% of the trees on the site within a "mature woodland" as defined in the subdivision ordinance.		X

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(D) Human and Scientific Interest per State Historical Society Inventory. Does the project site involve any of the following:		
(1) An area of archeological interest included on the Wisconsin Archeological Site Inventory:		X
(2) An area of historical interest, including historic buildings or monuments listed on the State or National Register of Historic Places		X
(E) Energy, Transportation, Communications, and Community Facilities:		
(1) Would the development increase traffic flow on any arterial or collector street by more than 10% based upon the most recent traffic counts and trip generation rates provided by the Institute of Transportation Engineers?		X
(2) Is the land traversed by an existing or planned transportation facility, as shown on the Village's Official Map or in its Comprehensive Plan?		X
(3) Is the land identified on the Village's Official Map or in its Comprehensive Plan for new or expanded community facilities?		X
(4) Is the land within a highway noise impacted area (within 500 feet of an interstate or state or federal highway)?		X
(5) Is the land traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?		X
(F) Population:		
(1) Which public school service areas (elementary, middle, and high) are affected by the proposed development, and what are those schools' available capacities?: To be provided in association with development by subsequent landowner	Elementary: _____ Capacity: _____ Middle: _____ Capacity: _____ High: _____ Capacity: _____	
NOTES: 1. "Yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development. 2. The Plan Commission may waive the filing of a site assessment checklist for subdivisions of less than 5 acres total area.		

SUBDIVIDER AGREEMENT FOR FUTURE IMPROVEMENTS TO VILLAGE UTILITIES

THIS SUBDIVIDER AGREEMENT (the “Agreement”) is made as of this _____ day of _____, 2021, by and between the University of Chicago (the “Owner”) and the Village of Williams Bay (the “Village”) with reference to the following.

RECITALS

- A. Owner holds title to certain real property located in the Village, more particularly described on the attached Exhibit A (the “Property”);
- B. This Agreement is entered into as a Village requirement related to the Property being rezoned to reflect a large lot residential use (SF-2) and subdivided into three separate lots by way of CSM (each a “Lot”);
- C. Upon receipt of the foregoing rezone and subdivision approvals, the Owner intends to sell each Lot to a successor in interest restricted to construction of one (1) single family residence per Lot, which restriction shall be endorsed on any and all deeds conveying any Lot.
- D. Village water and sanitary sewer lines are presently on site at the Property and will allow for service to the Property, as depicted on Exhibit B;
- E. The Village has determined that certain improvements and enhancements to infrastructure, including replacement of the existing water main and rehabilitation of the sanitary sewer line, each as depicted on Exhibit B and as described on Exhibit C are or will be required in the near future to accommodate service needs at the Property (the “Water Main and Sanitary Sewer Improvements” or “Improvements”); and
- F. The Village requires the Owner to enter into this Agreement to ensure that the Water Main and Sanitary Sewer Improvements shall be implemented and constructed as part of development of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and exhibits referenced therein are hereby incorporated into and made a binding part of this Agreement.

2. Improvements to be Constructed. No sooner than sixty (60) days following the execution of this Agreement and in no event later than the Permit Issuance Date (as defined below), the Village shall direct its Village engineer and administrator to prepare the plans and specifications for the Water Main and Sanitary Sewer Improvements work and the form of contract and bond with sureties as is necessary to bid out one or more contracts in accordance with Sec.61.54 and 62.15 Wis. Stats (each “a Contract”). Upon development of the Property by any Owner, and not later than the date upon which the Village issues a building permit to initiate the construction of a single-family residence as described in Ordinance Section 15.07 on any Lot on the Property (“Permit Issuance Date”), the Village shall cause to be constructed the Water Main and Sanitary Sewer Main Improvements. The Village shall cause the planning, design and construction of the Improvements with due diligence and cause completion of the Improvements within nine (9) months from the issuance of the above-described building permit, subject to weather conditions and other factors outside the control of the Village.
3. Cost of Improvements. Upon completion of the Water Main and Sanitary Sewer Main Improvements, the Village shall invoice Owner for the direct third-party costs incurred by the Village for the work performed to construct the Improvements (“Special Charge”). The Special Charge will be allocated in equal amounts to each Lot. Owner shall, within thirty (30) days of receipt of the invoice, pay to Village the full amount of the Special Charge. If any such Owner does not pay the invoice within thirty (30) days of receipt of same, the Village is authorized to file a lien against the Lot(s) of such Owner for the unpaid amount of the invoice as a special charge pursuant to Wis. Stat. Sec. 66.0627 and no occupancy permit shall be issued to such Owner until the invoice is paid in full.
4. Approval by the Village. All work required under this Agreement shall be subject to inspection by the Village and its engineers and shall not be deemed complete nor accepted until the Village has reasonably determined that the work has been completed in a satisfactory manner.
5. Sanitary Sewer Main Easement. Upon the written request of the Village, Owner agrees to grant the Village a sanitary sewer main easement thirty (30) feet in width in the approximate location of the current ten (10) foot wide Easement for Sewer Main shown on Exhibit B. The legal description for the easement will be provided by the Village and the Village will prepare the easement for recording with the Walworth County Register of Deeds. Upon the granting of the easement, the Village and Owner agree to vacate the current Easement for Sewer Main recorded in the Walworth County Register of Deeds in Vol. 282, Page 485 as Doc #350387.
6. Tree Removal. Tree removal on any Lot shall be in accordance with applicable Village ordinances pertaining to the selective cutting of trees. As of the date of this Agreement, selective cutting, as described in Village Ordinance 18.0307 (D), is

limited to not more than thirty percent (30%) of the woodlands on the Lot as shown on the applicable tree survey for the Property, which is attached hereto as Exhibit D. The foregoing tree removal restrictions do not include tree removal caused or required by the Village for utility or easement purposes.

7. Owner's Warranty. The undersigned warrants to Village that Owner is the fee simple titleholder to the Property, the Property is not subject to any leases, and the signatory is fully authorized to execute this Agreement on behalf of the Owner.
8. Agreement Binding on Successors in Interest. The provisions of this Agreement are for the benefit of the Property as subdivided into Lots. For this reason, the terms of this Agreement shall bind successors in interest of the Owner and any burden imposed by such terms shall run with the Property, on a Lot-by-Lot basis. Upon the transfer of ownership of a given Lot to a successor in interest, the transferor of such Lot shall cease to have any liability under this Agreement.
9. Recordation. Upon execution, at the election of either the Village or the Owner, this Agreement may be recorded with the Register of Deeds for Walworth County.
10. Notices. All notices given pursuant to this Agreement shall be by personal service or sent by certified or registered mail, return receipt requested, with delivery restricted to addressee only. The date of delivery on the return receipt shall be conclusive upon all parties to this Agreement. All other notices, demands, requests, consents, approvals or communications that either party desires or is required by this Agreement to give to the other shall be in writing and either served personally or sent by prepaid, first-class mail. Notice mailed in this manner shall be conclusively deemed communicated within forty-eight (48) hours from time of mailing. Either party may change its address by notifying the other party in writing. Until notification of such change has been received, all notices sent under this Paragraph shall be addressed as follows:

Owner: University of Chicago
5801 S. Ellis Avenue, Suite 619
Chicago, IL 60637
Attn: Vice President and General Counsel

With a copy to:

Attorney Nicholas A. Egert
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Village: Village of Williams Bay
c/o Village Administrator
P.O. Box 580
Williams Bay, WI 53191

With a copy to:

Attorney Mark Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

11. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Wisconsin.
12. Severability. If any part, term, or provision of this Agreement is held by any court to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
13. Modification. This Agreement may be modified or amended only with the prior written consent of the parties. Such modifications and amendments shall be executed with the same formality as this Agreement, shall be recorded, and shall be interpreted as provided in this Agreement.
14. Release of Obligation. In the event this Agreement is recorded and upon performance of Owner's obligations under Section 3 of this Agreement, Village shall, if requested by Owner, execute, acknowledge and deliver a quitclaim deed, or like written recordable document, to Owner within thirty (30) days after performance and to execute, acknowledge and deliver any other documents required by any title company to remove any cloud of title or exception to title coverage on the applicable Lot arising from this Agreement.
15. Effective Date. This Agreement shall become effective on the date of execution, which shall be deemed to be the date first written above.

IN WITNESS WHEREOF, the parties have executed this Subdivider Agreement as of the date first written above.

University of Chicago:

By: _____
Tracy G. McCabe, Associate Vice President

Village of Williams Bay:

By: _____
William Duncan, President

ATTEST:

Jackelyn Pankau, Village Clerk

Exhibit A
Legal Description of Property

Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

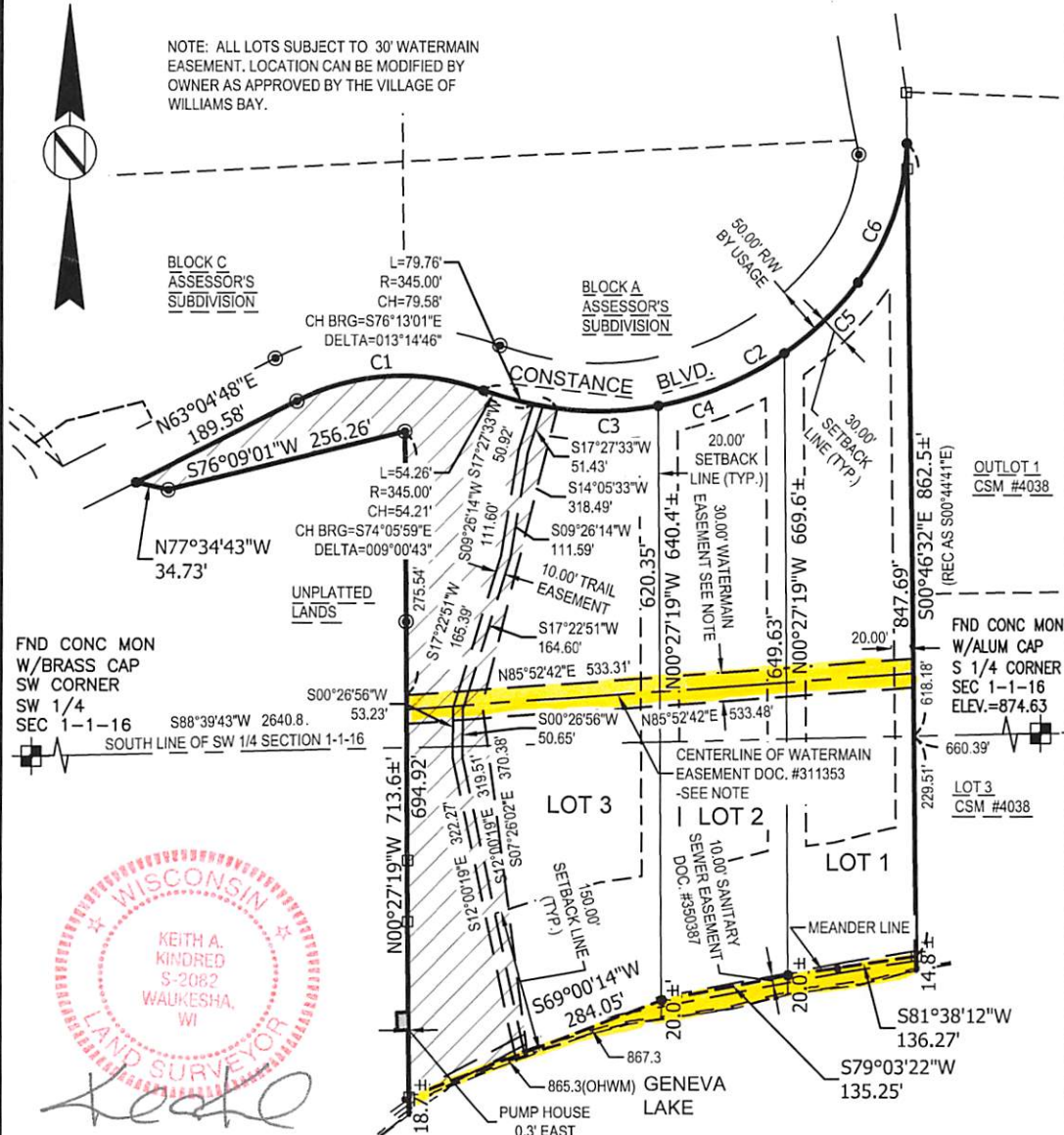
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Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

EXHIBIT B

CERTIFIED SURVEY MAP NO.

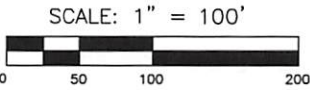
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FND CONC MON
W/BRASS CAP
SW CORNER
SW 1/4
SEC 1-1-16



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
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SEH
PHONE: 414.949.8962
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- LEGEND**
- - CONC. MON. W/ BRASS CAP FND.
 - - 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
 - - 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
 - - FOUND CONCRETE MONUMENT
 - ▨ - UTILITY ACCESS AND DRAINAGE EASEMENT

SURVEYOR:
KEITH A. KINDRED,
PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 6

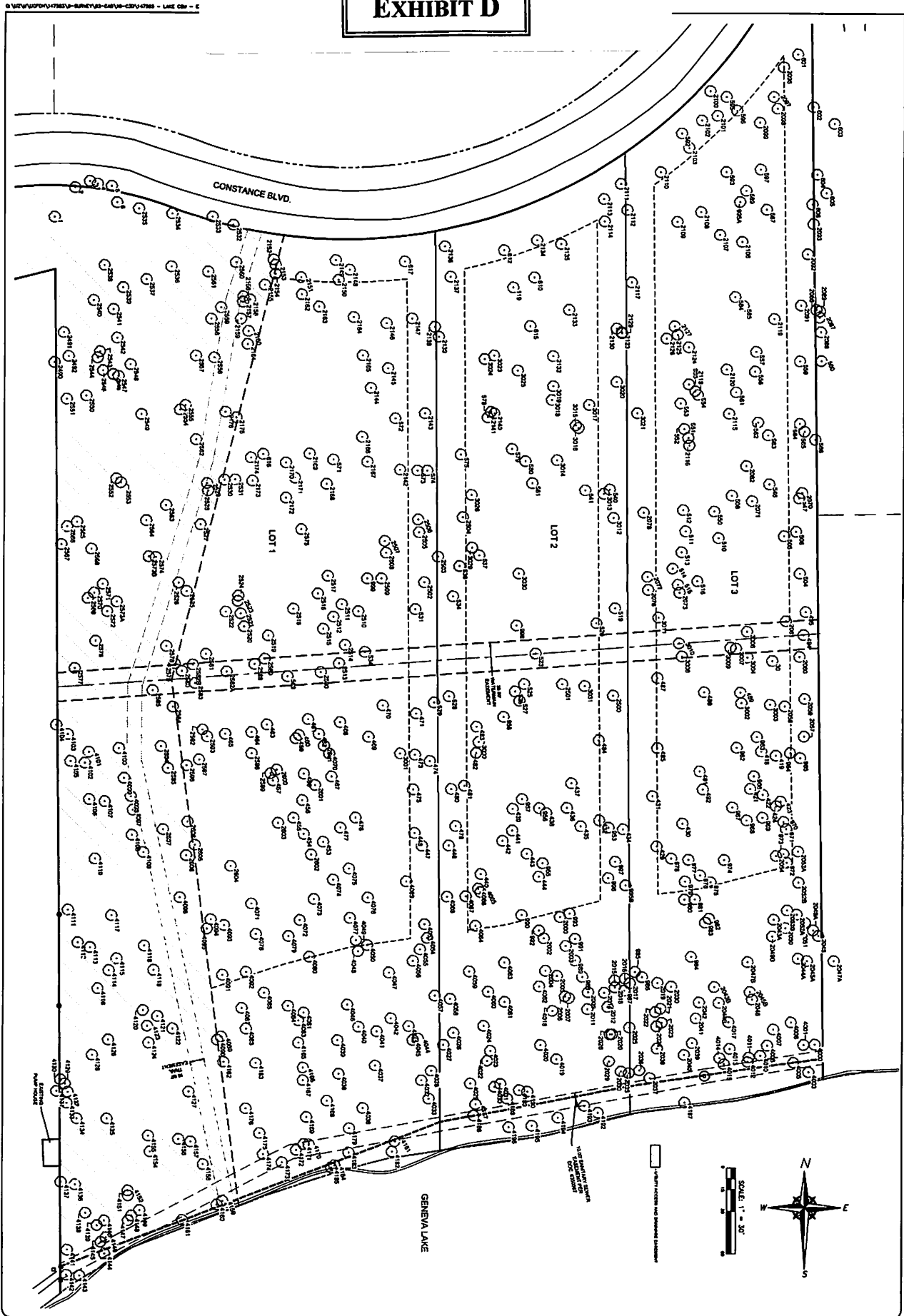
Exhibit C

As to the sanitary sewer main improvements, required construction entails first televising the existing sewer main to determine the scope of necessary construction improvements.

1. If the pipe does not have too many offset joints and/or other protrusions that would prevent the installation of a structural liner: Bypass pump, fix the pipe, and install a structural liner to restore the structural integrity of the pipe.
2. If the pipe has too many offset joints and protrusions to make the installation of the structural liner the lowest cost option: Bypass pump during the connections, install a new pipe within the same easement and abandon the existing pipe.

As to the water main improvements, required construction entails locating the existing water main, clearing trees from the easement area (solely to the extent necessary in the event horizontal directional boring is not feasible), and installing a new water main, and restoration of the project site.

EXHIBIT D



2

SHEET

TREE EXHIBIT



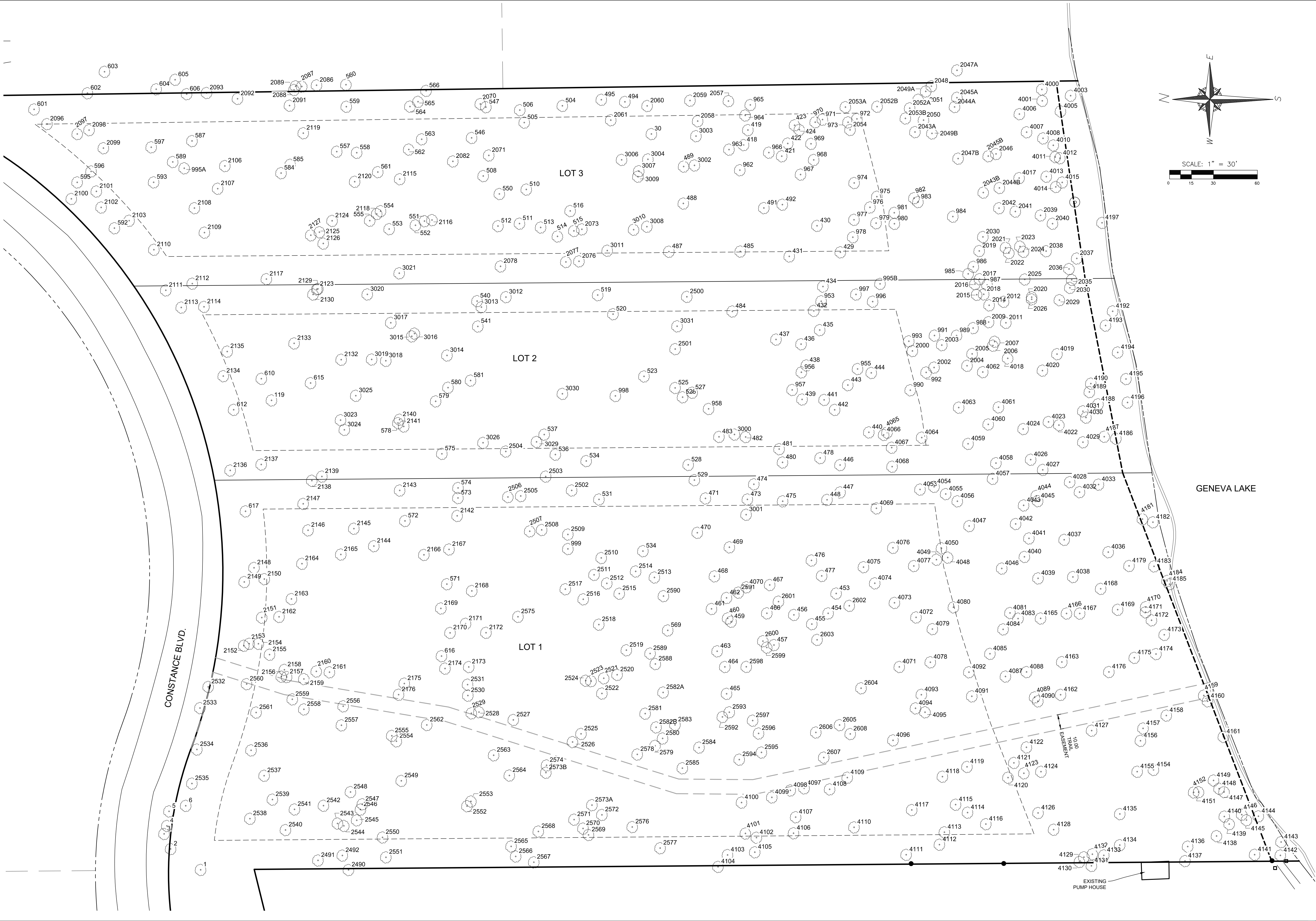
PHONE: 414.949.8882
201 MAPLE AVENUE
SCHAUMBURG, IL 60196-4331
WWW.SEHC.COM

SEH FILE NO: 170201
PROJECT NO: 170201
ISSUE DATE: 7/2/2020
DESIGNED BY: DW
CHECKED BY:

NO	BY	DATE	REVISIONS
1	dw	7-4-2020	duplicate tag numbers resolved
2	dw	8-10-2020	added assessments

Tree Survey

G:\NZA\UOFCH\147585\9-SURVEY\92-CAD\10-C3D\147585 - LAKE CSM - EXHIBIT 2018.DWG



REVISIONS		DATE	BY	NO.
duplicate tag numbers resolved				
		7-6-2020	dw	1

UOFCH	SEH FILE NO.
147585	PROJECT NO.
7/2/2020	ISSUE DATE
DW	DRAWN BY:
---	DESIGNED BY:
KAK	CHECKED BY:



PHONE: 414.848.8882
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

TREE EXHIBIT

Location			Tree Number	Species	Common Name	Circumference	dBh	Notes
85563	210530.2	2389218	946.688	1	Quercus alba	White Oak	63	20
85558	210550.7	2389232	941.953	2	Quercus alba	White Oak	44	14
85559	210555.2	2389242	941.488	3	Acer rubrum	Red Maple	45	14
85560	210553.3	2389248	941.462	4	Juglans nigra	Black Walnut	19	6
85561	210551.8	2389258	941.086	5	Fraxinus pennsylvanica	Green Ash	32	10
85696	210159.4	2389713	920.527	418	Quercus alba	White Oak	43	14
85695	210156.5	2389723	919.98	419	Quercus alba	White Oak	68	22
85688	210133.4	2389705	920.03	421	Quercus rubra	Red Oak	57	18
85689	210129.3	2389714	919.461	422	Quercus rubra	Red Oak	65	21
85691	210124.6	2389726	918.602	423	Quercus rubra	Red Oak	53	17
85690	210121.3	2389723	918.673	424	Quercus rubra	Red Oak	58	18
86141	210076.8	2389462	923.153	448	Quercus alba	White Oak	48	15
85609	210093.3	2389639	921.264	429	Carya ovata	Shagbark Hickory	39	12
85685	210109.3	2389657	920.995	430	Quercus alba	White Oak	80	25
85608	210128.2	2389637	922.662	431	Quercus rubra	Red Oak	68	22
85606	210111.5	2389599	923.257	432	Quercus alba	White Oak	61	19
85607	210105.2	2389616	922.616	434	Carya ovata	Shagbark Hickory	52	17
85605	210107.4	2389586	923.996	435	Carya ovata	Shagbark Hickory	61	19
85604	210120.2	2389577	924.637	436	Quercus macrocarpa	Burr Oak	65	21
85603	210137.3	2389580	924.855	437	Quercus alba	White Oak	91	29
85638	210116.5	2389562	924.667	438	Quercus macrocarpa	Burr Oak	80	25
85637	210119.5	2389539	925.05	439	Quercus rubra	Red Oak	89	28
85632	210073.9	2389516	922.298	440	Quercus rubra	Red Oak	57	18
85636	210104.4	2389539	924.488	441	Quercus alba	White Oak	37	12
85635	210097.2	2389532	924.145	442	Quercus rubra	Red Oak	86	27
85634	210088.2	2389549	923.777	443	Quercus rubra	Red Oak	65	21
85633	210072.2	2389557	923.034	444	Quercus alba	White Oak	115	37
85631	210093.5	2389494	923.919	446	Quercus rubra	Red Oak	62	20
85622	210093.5	2389475	923.481	447	Quercus alba	White Oak	65	21
85623	210102.4	2389470	922.436	448	Quercus alba	White Oak	64	20
85619	210096.2	2389406	919.642	453	Quercus rubra	Red Oak	65	21
85618	210101.7	2389393	919.564	454	Quercus rubra	Red Oak	59	19
85617	210112.8	2389385	920.457	455	Quercus rubra	Red Oak	58	18
85616	210125.1	2389392	922.71	456	Quercus rubra	Red Oak	59	19
85646	210138.7	2389371	924.19	457	Quercus alba	White Oak	64	20
85651	210167.9	2389387	924.423	459	Quercus rubra	Red Oak	58	18
85650	210170.3	2389389	924.218	460	Quercus alba	White Oak	35	11
85649	210181.3	2389396	923.028	461	Quercus alba	White Oak	51	16
85648	210171.1	2389403	923.726	462	Quercus rubra	Red Oak	66	21
85643	210177.5	2389367	922.913	463	Quercus rubra	Red Oak	61	19
85644	210172.2	2389356	922.428	464	Quercus rubra	Red Oak	54	17
85645	210171	2389338	919.41	465	Quercus rubra	Red Oak	53	17
85647	210143.5	2389393	923.972	466	Quercus rubra	Red Oak	82	26
85615	210141.6	2389412	923.147	467	Quercus rubra	Red Oak	58	18
85614	210179.3	2389418	923.47	468	Quercus alba	White Oak	42	13
85613	210169.1	2389438	924.006	469	Quercus macrocarpa	Burr Oak	75	24
85639	210191	2389448	923.386	470	Quercus alba	White Oak	57	18
85612	210185.5	2389471	924.428	471	Carya ovata	Shagbark Hickory	46	15
85625	210156.8	2389471	924.513	473	Quercus macrocarpa	Burr Oak	65	21
85626	210152.4	2389481	924.668	474	Quercus macrocarpa	Burr Oak	65	21
85624	210132.7	2389469	922.403	475	Quercus macrocarpa	Burr Oak	85	27
85621	210113.1	2389429	921.676	476	Quercus rubra	Red Oak	54	17
85620	210106.1	2389418	920.876	477	Quercus rubra	Red Oak	62	20
85630	210107.1	2389499	924.256	478	Quercus rubra	Red Oak	65	21
85629	210132.8	2389496	924.776	480	Quercus macrocarpa	Burr Oak	69	22
85628	210135.1	2389505	925.263	481	Quercus macrocarpa	Burr Oak	82	26
85627	210158	2389513	925.949	482	Quercus alba	White Oak	57	18
85983	210176.2	2389513	925.963	483	Quercus rubra	Red Oak	64	20
85602	210167.1	2389599	924.496	484	Quercus alba	White Oak	66	21
85601	210161.7	2389640	923.636	485	Quercus rubra	Red Oak	82	26
85595	210210.4	2389640	925.085	487	Quercus rubra	Red Oak	89	28
86013	210200.4	2389698	924.392	489	Quercus macrocarpa	Burr Oak	85	27
85687	210145.6	2389670	922.11	491	Quercus rubra	Red Oak	84	27
85686	210132.9	2389672	922.032	492	Quercus rubra	Red Oak	72	23
85806	210240.5	2389742	924.726	494	Quercus rubra	Red Oak	87	28
85808	210256.6	2389744	923.846	495	Quercus alba	White Oak	63	20
85814	210283.2	2389739	921.46	504	Quercus rubra	Red Oak	49.5	16
85815	210309.2	2389728	921.189	505	Quercus rubra	Red Oak	72	23
85792	210312.3	2389736	921.14	506	Quercus rubra	Red Oak	72	23
85878	210337.2	2389691	924.143	508	Quercus rubra	Red Oak	45	14
85787	210307.8	2389682	924.944	510	Quercus rubra	Red Oak	69	22
85600	210312.4	2389659	926.564	511	Quercus rubra	Red Oak	74	24

85785	210327.2	2389657	926.728	512	Quercus rubra	Red Oak	90	29	
85599	210298	2389656	927.652	513	Quercus rubra	Red Oak	78	25	
85598	210286.5	2389650	928.148	514	Quercus rubra	Red Oak	54	17	
85597	210275.3	2389654	927.616	515	Quercus rubra	Red Oak	144	46	
85596	210277.8	2389668	926.277	516	Quercus rubra	Red Oak	120	38	
85589	210259	2389610	928.128	519	Quercus alba	White Oak	60	19	
85588	210248.6	2389597	927.82	520	Quercus alba	White Oak	114	36	
85590	210227.4	2389555	927.886	523	Quercus alba	White Oak	63	20	
85592	210206.2	2389547	927.578	525	Quercus rubra	Red Oak	79	25	
85593	210201.1	2389540	927.12	526	Quercus alba	White Oak	56	18	
85594	210194.5	2389544	927.259	527	Quercus alba	White Oak	60	19	
85610	210197.2	2389494	924.813	528	Quercus rubra	Red Oak	87	28	
85611	210193	2389484	924.338	529	Quercus alba	White Oak	66	21	
85573	210258.2	2389471	925.548	531	Quercus rubra	Red Oak	76	24	
85574	210266.9	2389497	928.436	534	Quercus alba	White Oak	84	27	
85882	210401.4	2389655	924.71	535	Quercus macrocarpa	Burr Oak	72	23	
85575	210288	2389501	930.24	536	Quercus alba	White Oak	65	21	
85576	210295.6	2389515	931.173	537	Quercus rubra	Red Oak	72	23	
85584	210340.9	2389589	932.294	541	Quercus alba	White Oak	56	18	
85789	210345.2	2389718	919.056	546	Quercus rubra	Red Oak	72	23	
85791	210335.4	2389739	918.177	547	Quercus rubra	Red Oak	84	27	
85784	210326.2	2389679	924.839	550	Quercus rubra	Red Oak	81	26	
85880	210377.3	2389661	927.471	551	Quercus rubra	Red Oak	108	34	
85906	210383.5	2389658	927.499	552	Quercus rubra	Red Oak	84	27	
85869	210414.7	2389661	922.096	555	Quercus rubra	Red Oak	108	34	
85873	210437.3	2389708	917.769	557	Juglans nigra	Black Walnut	43	14	
85874	210423.6	2389707	917.611	558	Quercus alba	White Oak	51	16	
85794	210431	2389754	915.592	560	Quercus rubra	Red Oak	68	22	
85875	210409.2	2389694	919.299	561	Quercus rubra	Red Oak	96	31	
85877	210388.1	2389710	917.965	562	Quercus rubra	Red Oak	76	24	
85779	210379.3	2389717	917.396	563	Quercus rubra	Red Oak	55.5	18	
85776	210387.3	2389739	914.799	564	Quercus alba	White Oak	50	16	
85777	210381.8	2389742	914.739	565	Quercus rubra	Red Oak	65	21	
85778	210376.2	2389750	914.023	566	Quercus rubra	Red Oak	82	26	
85640	210211.2	2389381	921.38	569	Quercus alba	White Oak	62	20	
85571	210362.1	2389413	933.07	571	Quercus rubra	Red Oak	72	23	
85570	210390.7	2389456	935.18	572	Quercus rubra	Red Oak	84	27	
85577	210354.5	2389472	933.78	573	Quercus alba	White Oak	67	21	
85578	210354.4	2389478	933.823	574	Quercus alba	White Oak	63	20	2 trunks
85579	210365.5	2389502	935.772	575	Quercus rubra	Red Oak	123	39	
85580	210395.5	2389523	934.772	2050	Tilia americana	Basswood	55	18	
85581	210369.7	2389538	935.131	579	Quercus alba	White Oak	54	17	
85583	210361.3	2389547	934.45	580	Carya ovata	Shagbark Hickory	36	11	
85582	210345.9	2389552	933.815	581	Quercus rubra	Red Oak	89	28	
85825	210475.3	2389693	918.884	584	Quercus rubra	Red Oak	27	9	
85826	210536.1	2389715	922.32	587	Quercus rubra	Red Oak	67	21	
85828	210549.3	2389701	924.055	589	Quercus rubra	Red Oak	75	24	
85838	210589.1	2389656	927.111	592	Quercus rubra	Red Oak	90	29	
505	210562.3	2389687	0	593	Quercus rubra	Red Oak	72	23	
85842	210614.5	2389687	928.331	595	Quercus alba	White Oak	75	24	
85843	210605	2389695	927.159	596	Quercus alba	White Oak	62	20	
85829	210564	2389711	923.979	597	Quercus alba	White Oak	156	50	
85848	210644	2389737	928.647	601	Quercus rubra	Red Oak	96	31	
85834	210607.5	2389748	926.9	602	Quercus rubra	Red Oak	99	32	
85835	210595.9	2389763	928.253	603	Quercus alba	White Oak	47	15	
85831	210560.6	2389751	926.452	604	Quercus rubra	Red Oak	72	23	2trunks
85832	210547.6	2389757	926.259	605	Quercus rubra	Red Oak	144	46	2trunks
85833	210539.8	2389747	925.155	606	Quercus rubra	Red Oak	79	25	
85899	210488.7	2389553	928.542	610	Quercus rubra	Red Oak	72	23	
85887	210507.7	2389532	930.3	612	Quercus rubra	Red Oak	98	31	
85897	210455.1	2389550	927.262	615	Quercus alba	White Oak	63	20	
85567	210365.7	2389364	926.72	616	Acer platanoides	Norway Maple	97	31	2 trunks
85708	210106.4	2389606	922.917	953	Tilia americana	Basswood	24	8	
85706	210081.6	2389560	923.357	955	Ulmus americana	American Elm	36	11	2trunks
85705	210119.9	2389557	924.968	956	Ulmus americana	American Elm	30	10	2trunks
85704	210126.2	2389545	925.364	957	Quercus alba	White Oak	46	15	
85703	210183.3	2389532	926.746	958	Quercus rubra	Red Oak	24	8	
85697	210169.4	2389710	921.327	963	Prunus serotina	Black Cherry	22	7	
85694	210158.3	2389733	919.037	964	Prunus serotina	Black Cherry	37	12	
85693	210154.8	2389740	918.38	965	Quercus macrocarpa	Burr Oak	62	20	
85692	210142.2	2389707	918.873	966	Quercus alba	White Oak	58	18	
85684	210120.5	2389693	919.988	967	Prunus serotina	Black Cherry	20	6	
85683	210111.5	2389703	919.853	968	Quercus rubra	Red Oak	60	19	

85682	210113.4	2389713	918.997	969	Quercus rubra	Red Oak	60	19	
85681	210110.5	2389728	917.787	970	Quercus rubra	Red Oak	84	27	
85680	210105.5	2389730	917.519	971	Acer platanoides	Norway Maple	22	7	
85679	210082	2389730	916.799	972	Quercus macrocarpa	Burr Oak	54	17	
85678	210088.1	2389728	916.915	973	Quercus alba	White Oak	51.5	16	
85677	210083.9	2389687	918.181	974	Quercus rubra	Red Oak	129	41	
85676	210068.4	2389677	917.026	975	Quercus alba	White Oak	82	26	Double trunk
85675	210073.1	2389670	917.81	976	Quercus rubra	Red Oak	72	23	Double trunks
85674	210084	2389662	919.626	977	Quercus alba	White Oak	55	18	
85673	210084.8	2389650	920.096	978	Tilia americana	Basswood	40	13	
85672	210068.9	2389659	917.801	979	Quercus rubra	Red Oak	58	18	
85671	210056.4	2389659	916.734	980	Quercus rubra	Red Oak	56	18	
85670	210056.5	2389666	916.293	981	Carya ovata	Shagbark Hickory	42	13	
85669	210043	2389676	914.512	982	Carya ovata	Shagbark Hickory	33	11	
85668	210040.3	2389674	914.436	983	Carya ovata	Shagbark Hickory	69	22	
85667	210016.5	2389664	911.098	984	Quercus alba	White Oak	58	18	
85666	210006	2389625	911.201	985	Ulmus americana	American Elm	23	7	
85665	210002.5	2389630	910.48	986	Quercus alba	White Oak	76	24	
85664	209993.1	2389617	907.908	987	Quercus alba	White Oak	42	13	
85663	210002.7	2389588	909.525	988	Quercus alba	White Oak	64	20	
85662	210014	2389582	912.582	989	Quercus rubra	Red Oak	48	15	Double trunk
85661	210045.6	2389545	917.154	990	Carya ovata	Shagbark Hickory	47	15	
85660	210029.1	2389583	915.282	991	Quercus rubra	Red Oak	29	9	
85659	210034.7	2389557	916.133	992	Quercus macrocarpa	Burr Oak	125	40	
85658	210046.6	2389579	919.155	993	Carya ovata	Shagbark Hickory	48	15	4trunks
85656	210066.2	2389618	920.366	995A	Carya ovata	Shagbark Hickory	128	41	
85827	210541.4	2389697	923.121	995B	Carya ovata	Shagbark Hickory	157	50	3 trunks
85655	210071.3	2389606	921.154	996	Quercus rubra	Red Oak	84	27	Double trunk
85654	210082.7	2389611	922.051	997	Carya ovata	Shagbark Hickory	47	15	
85587	210247	2389541	927.059	998	Quercus alba	White Oak	36	11	
85572	210279.4	2389437	928.763	999	Quercus rubra	Red Oak	84	27	
85711	210044.1	2389572	918.814	2000	Ulmus americana	American Elm	21	7	
85712	210029.3	2389561	915.047	2002	Ulmus americana	American Elm	38	12	
85713	210024.1	2389576	914.467	2003	Prunus serotina	Black Cherry	18	6	
85714	210006.8	2389562	910.322	2004	Ulmus americana	American Elm	19	6	
85716	210003.3	2389570	910.12	2005	Quercus alba	White Oak	43	14	
85717	209989.2	2389576	907.094	2006	Carya ovata	Shagbark Hickory	35	11	
85718	209988	2389578	907.017	2007	Quercus alba	White Oak	66	21	
85720	209992.1	2389592	907.275	2009	Ulmus americana	American Elm	21	7	
85722	209980.3	2389591	904.759	2011	Ulmus americana	American Elm	21.5	7	
85723	209991.7	2389603	907.203	2014	Ulmus americana	American Elm	51	16	
85724	210000.2	2389610	909.261	2015	Ulmus americana	American Elm	18	6	
85725	210001.5	2389618	909.398	2016	Ulmus americana	American Elm	20.5	7	
85726	209998.3	2389621	908.926	2017	Ulmus americana	American Elm	26.5	8	2trunks
504	209995.4	2389611	0	2018	Ulmus americana	American Elm	77	25	
85739	209998.5	2389640	909.271	2019	Carya ovata	Shagbark Hickory	35	11	
85728	209962.7	2389607	898.705	2020	Prunus serotina	Black Cherry	29	9	
85737	209980.5	2389643	905.141	2021	Populus grandidentata	Big Tooth Aspen	38	12	
85736	209978.3	2389639	904.313	2022	Ulmus americana	American Elm	20.5	7	3 trunk
85734	209968.3	2389640	900.742	2024	Populus grandidentata	Big Tooth Aspen	48	15	
85733	209967.4	2389621	899.554	2025	Quercus macrocarpa	Burr Oak	19	6	
503	209962.7	2389609	0	2026	Ulmus americana	American Elm	87	28	
85731	209943.7	2389607	892.387	2029	Quercus alba	White Oak	67	21	
85741	209935.3	2389621	884.915	2035	Ulmus americana	American Elm	33	11	
85743	209937.2	2389628	884.901	2036	Tilia americana	Basswood	114	36	
85744	209931.9	2389635	882.19	2037	Tilia americana	Basswood	62	20	2 trunks
85745	209952.8	2389640	894.265	2038	Populus grandidentata	Big Tooth Aspen	34	11	3trunks
85747	209956.6	2389665	892.37	2039	Populus grandidentata	Big Tooth Aspen	34	11	
85746	209948.4	2389659	888.965	2040	Populus grandidentata	Big Tooth Aspen	46	15	4trunks
85750	209973.8	2389667	899.293	2041	Carya ovata	Shagbark Hickory	120	38	
85751	209985	2389670	902.67	2042	Carya ovata	Shagbark Hickory	24	8	
85752	209995.7	2389680	904.387	2043	Tilia americana	Basswood	85	27	
85753	209984.7	2389683	901.267	2044B	Tilia americana	Basswood	45	14	
85766	210794.2	2391634	905.04	2044A	Ulmus americana	American Elm	54	17	2trunks
85754	209992.3	2389705	900.942	2045B	Tilia americana	Basswood	103	33	
85767	210792	2391640	904.983	2045A	Quercus macrocarpa	Burr Oak	34	11	
85755	209987	2389707	899.187	2046	Carya ovata	Shagbark Hickory	39	12	2trunks
85756	210012.9	2389703	906.695	2047B	Tilia americana	Basswood	132	42	4 turnks
85768	210013.7	2389764	903.892	2047A	Quercus rubra	Red Oak	65	21	
85764	210031.2	2389753	908.022	2048	Quercus rubra	Red Oak	57	18	
85765	211061.5	2391523	907.992	2049B	Quercus rubra	Red Oak	51	16	
85758	210030.8	2389721	910.499	2049A	Ulmus americana	American Elm	44	14	
85759	210036.5	2389730	911.056	2050	Tilia americana	Basswood	55	18	

85763	210040.2	2389744	910.639	2051	Quercus alba	White Oak	64	20	
85762	210046	2389738	911.629	2052A	Tilia americana	Basswood	31	10	2 trunks
85769	210068.3	2389739	914.221	2052B	Ulmus americana	American Elm	23	7	2trunks
85761	210048.9	2389731	911.635	2053B	Tilia americana	Basswood	24	8	
85770	210089.9	2389739	916.545	2053A	Acer platanoides	Norway Maple	35	11	
85802	210169.8	2389743	919.652	2057	Quercus alba	White Oak	55	18	
85803	210192.1	2389726	921.559	2058	Acer platanoides	Norway Maple	19	6	
85804	210195.8	2389744	922.196	2059	Juglans nigra	Black Walnut	37	12	
85807	210250.1	2389730	924.593	2061	Acer platanoides	Norway Maple	96	31	
85790	210339.2	2389741	916.927	2071	Acer platanoides	Norway Maple	39	12	
85920	210269.9	2389655	926.921	2073	Quercus alba	White Oak	48	15	
85919	210271.8	2389633	927.916	2076	Quercus alba	White Oak	46	15	
85918	210280.8	2389633	928.182	2077	Quercus alba	White Oak	50	16	
85917	210325.4	2389630	928.637	2078	Quercus alba	White Oak	96	31	
85780	210358	2389701	920.493	2082	Quercus rubra	Red Oak	65	21	
85793	210427.7	2389751	915.391	2085	Acer platanoides	Norway Maple	78	25	
85795	210451.1	2389753	916.119	2086	Juglans nigra	Black Walnut	56	18	
85796	210461.1	2389753	916.511	2087	Acer platanoides	Norway Maple	68	22	
85797	210465.4	2389753	916.287	2089	Acer platanoides	Norway Maple	29	9	2trunks
85799	210468	2389739	915.983	2091	Quercus rubra	Red Oak	103	33	
85817	210505.3	2389744	918.942	2092	Acer platanoides	Norway Maple	22	7	
85846	210614.5	2389720	926.824	2097	Tilia americana	Basswood	55	18	
85845	210606.4	2389723	926.235	2098	Acer platanoides	Norway Maple	27	9	2 trunks
85844	210596.6	2389711	926.086	2099	Quercus alba	White Oak	38	12	
85841	210618.5	2389676	929.104	2100	Acer platanoides	Norway Maple	47	15	2 trunks
85840	210601.4	2389681	926.964	2101	Acer platanoides	Norway Maple	20	6	
85839	210598.1	2389670	927.469	2102	Acer platanoides	Norway Maple	22	7	
85837	210579.1	2389661	926.707	2103	Acer platanoides	Norway Maple	39	12	
85821	210535	2389703	922.056	2105	Quercus rubra	Red Oak	90	29	
85819	210513.7	2389698	920.294	2106	Acer platanoides	Norway Maple	34	11	
85823	210533.6	2389669	924.044	2108	Quercus alba	White Oak	28	9	
85824	210526.2	2389654	923.997	2109	Acer platanoides	Norway Maple	42	13	
85852	210554	2389613	927.555	2111	Fraxinus pennsylvanica	Green Ash	34.5	11	
85853	210535.9	2389618	927.151	2112	Quercus rubra	Red Oak	104	33	
85851	210543.4	2389602	927.674	2113	Quercus alba	White Oak	104	33	
85876	210394.3	2389689	921.449	2115	Quercus rubra	Red Oak	78	25	
85879	210372.2	2389661	928.168	2116	Acer platanoides	Norway Maple	36	11	2trunks
85870	210410	2389666	922.4	2118	Acer platanoides	Norway Maple	22	7	
85872	210425	2389688	919.413	2120	Fraxinus pennsylvanica	Green Ash	21	7	
85868	210440.4	2389661	920.319	2124	Carya ovata	Shagbark Hickory	18	6	
85866	210449.1	2389653	920.83	2125	Quercus rubra	Red Oak	72	23	
85867	210446.5	2389645	921.002	2126	Juglans nigra	Black Walnut	22	7	
85865	210455	2389651	921.05	2127	Acer platanoides	Norway Maple	47	15	
85903	210450.1	2389614	922.959	2129	Fraxinus pennsylvanica	Green Ash	32	10	
85912	210434.2	2389566	925.864	2132	Acer platanoides	Norway Maple	43	14	
85900	210466.4	2389577	926.491	2133	Quercus alba	White Oak	62	20	
85885	210514.7	2389555	928.654	2134	Fraxinus pennsylvanica	Green Ash	36	11	
85886	210512.1	2389572	928.276	2135	Quercus alba	White Oak	61	19	
85889	210510	2389490	932.679	2136	Juglans nigra	Black Walnut	40	13	
85888	210488.8	2389494	931.745	2137	Juglans nigra	Black Walnut	23	7	
85892	210454.3	2389483	930.128	2138	Juglans nigra	Black Walnut	45	14	
85893	210447.4	2389486	929.341	2139	Carya ovata	Shagbark Hickory	36	11	
85924	210394.4	2389525	934.694	2140	Quercus rubra	Red Oak	110	35	
85923	210391.5	2389520	934.827	2141	Quercus rubra	Red Oak	77	25	
85933	210355	2389459	933.252	2142	Juglans nigra	Black Walnut	24	8	
85926	210394.3	2389477	934.239	2143	Juglans nigra	Black Walnut	35	11	
85930	210411.9	2389439	931.241	2144	Fraxinus pennsylvanica	Green Ash	22	7	
85935	210425.6	2389451	930.489	2145	Prunus serotina	Black Cherry	28	9	
85936	210456.9	2389450	931.624	2146	Prunus serotina	Black Cherry	25	8	
85891	210460.2	2389468	931.538	2147	Carya ovata	Shagbark Hickory	22	7	
85939	210493.7	2389424	936.105	2148	Fraxinus pennsylvanica	Green Ash	23	7	
85940	210500.4	2389414	936.687	2149	Prunus serotina	Black Cherry	30	10	
85941	210486.7	2389416	935.473	2150	Acer platanoides	Norway Maple	28	9	
85942	210488.5	2389390	936.3	2151	Gleditsia triacanthos	Honey Locust	55	18	
85943	210500.7	2389371	937.372	2152	Gleditsia triacanthos	Honey Locust	61	19	
85944	210497	2389372	937.03	2153	Gleditsia triacanthos	Honey Locust	63	20	
85945	210490.8	2389372	936.688	2154	Gleditsia triacanthos	Honey Locust	59	19	
85946	210483.2	2389365	936.215	2155	Gleditsia triacanthos	Honey Locust	64	20	
85949	210475.1	2389350	934.029	2156	Gleditsia triacanthos	Honey Locust	48	15	
85948	210471.5	2389349	934.017	2157	Gleditsia triacanthos	Honey Locust	39	12	
85947	210473	2389354	933.731	2158	Gleditsia triacanthos	Honey Locust	29	9	
85950	210459.7	2389348	929.577	2159	Gleditsia triacanthos	Honey Locust	47	15	
85951	210451.2	2389353	929.759	2160	Gleditsia triacanthos	Honey Locust	30	10	

85952	210442.2	2389353	929.014	2161	Populus deltoides	Cottonwood	105	33
85953	210476.7	2389390	935.079	2162	Prunus serotina	Black Cherry	33	11
85954	210468.2	2389403	934.2	2163	Fraxinus pennsylvanica	Green Ash	59	19
85938	210461	2389427	932.953	2164	Prunus serotina	Black Cherry	29	9
85937	210434.5	2389433	931.354	2165	Quercus alba	White Oak	28	9
85931	210377.7	2389433	935.213	2166	Fraxinus pennsylvanica	Green Ash	45	14
85932	210360.6	2389436	933.703	2167	Carya ovata	Shagbark Hickory	27	9
85980	210345	2389408	928.804	2168	Fraxinus pennsylvanica	Green Ash	26	8
85955	210366.1	2389396	931.67	2169	Juglans nigra	Black Walnut	33	11
85957	210359.9	2389379	928.857	2170	Juglans nigra	Black Walnut	23	7
85956	210349.3	2389386	927.685	2171	Tilia americana	Basswood	34	11
85979	210335.3	2389380	924.641	2172	Carya ovata	Shagbark Hickory	23	7
85961	210347.1	2389356	924.041	2173	Acer platanoides	Norway Maple	30	10
85960	210363.3	2389355	924.949	2174	Acer platanoides	Norway Maple	23	7
85959	210391.1	2389345	925.683	2175	Quercus alba	White Oak	65	21
85958	210395	2389337	925.078	2176	Prunus serotina	Black Cherry	29	9
86044	210429.2	2389218	929.533	2490	Gleditsia triacanthos	Honey Locust	48	15
86045	210450.1	2389224	931.364	2491	Gleditsia triacanthos	Honey Locust	51	16
86043	210433.4	2389227	928.859	2492	Gleditsia triacanthos	Honey Locust	53	17
86007	210198.2	2389609	925.634	2500	Quercus alba	White Oak	54	17
86009	210206.1	2389573	927.605	2501	Prunus serotina	Black Cherry	29	9
85999	210276.8	2389477	928.688	2502	Juglans nigra	Black Walnut	30	10
85998	210294.6	2389486	930.374	2503	Quercus rubra	Red Oak	55	18
86001	210321.8	2389503	932.193	2504	Carya ovata	Shagbark Hickory	24	8
85997	210311.6	2389473	931.456	2505	Quercus alba	White Oak	48	15
85996	210320.4	2389472	931.046	2506	Juglans nigra	Black Walnut	56	18
85995	210305.5	2389449	930.562	2507	Prunus serotina	Black Cherry	37	12
85994	210297.3	2389450	930.427	2508	Carya ovata	Shagbark Hickory	29	9
85993	210279.4	2389447	928.984	2509	Quercus alba	White Oak	46	15
85992	210256.6	2389431	925.868	2510	Quercus alba	White Oak	24	8
85991	210261.5	2389419	925.903	2511	Prunus serotina	Black Cherry	30	10
85990	210252.8	2389413	924.854	2512	Carya ovata	Shagbark Hickory	24	8
85987	210220.3	2389417	922.645	2513	Juglans nigra	Black Walnut	29	9
85988	210233.1	2389421	923.165	2514	Carya ovata	Shagbark Hickory	24	8
85976	210268.9	2389402	926.486	2516	Quercus alba	White Oak	49	16
85977	210281.2	2389409	927.83	2517	Tilia americana	Basswood	24	8
85975	210258.3	2389385	925.136	2518	Carya ovata	Shagbark Hickory	24	8
85974	210239.5	2389368	921.195	2519	Ulmus americana	American Elm	44	14
85973	210245.8	2389351	917.26	2520	Quercus rubra	Red Oak	84	27
85972	210254.9	2389348	917.938	2521	Quercus alba	White Oak	72	23
85969	210256.2	2389338	914.638	2522	Quercus rubra	Red Oak	96	31
85970	210263.6	2389347	915.994	2523	Quercus rubra	Red Oak	108	34
85971	210267.3	2389347	916.613	2524	Ulmus americana	American Elm	32	10
85968	210270.4	2389311	911.448	2525	Prunus serotina	Black Cherry	45	14
85967	210276.2	2389305	911.449	2526	Ulmus americana	American Elm	24	8
85966	210316.7	2389320	916.578	2527	Prunus serotina	Black Cherry	48	15
85965	210340.1	2389325	919.461	2528	Juglans nigra	Black Walnut	36	11
85964	210345.3	2389325	919.611	2529	Carya ovata	Shagbark Hickory	24	8
85963	210347.7	2389337	921.124	2530	Ulmus americana	American Elm	30	10
85962	210347.9	2389344	922.249	2531	Prunus serotina	Black Cherry	35	11
86051	210525	2389343	937.592	2532	Quercus alba	White Oak	30	10
86052	210530.7	2389328	937.966	2533	Quercus rubra	Red Oak	45	14
501	210532.8	2389300	0	2534	Quercus alba	White Oak	84	27
500	210536.2	2389277		2535	Acer platanoides	Norway Maple	30	10
86054	210495.8	2389299	942.047	2536	Quercus rubra	Red Oak	72	23
86055	210486.8	2389282	943.652	2537	Quercus macrocarpa	Burr Oak	95	30
86056	210496.6	2389253	947.263	2538	Carya ovata	Shagbark Hickory	56	18
86057	210481.2	2389266	944.308	2539	Acer negundo	Boxelder	35	11
86059	210472.3	2389245	943.504	2540	Juglans nigra	Black Walnut	41	13
86058	210466.1	2389259	940.857	2541	Juglans nigra	Black Walnut	46	15
86042	210446.3	2389261	929.818	2542	Gleditsia triacanthos	Honey Locust	45	14
86038	210436.7	2389249	927.433	2543	Gleditsia triacanthos	Honey Locust	52	17
86037	210432.4	2389248	927.568	2544	Gleditsia triacanthos	Honey Locust	36	11
86036	210423.6	2389251	926.082	2545	Gleditsia triacanthos	Honey Locust	48	15
86040	210421.1	2389259	925.422	2546	Gleditsia triacanthos	Honey Locust	65	21
86033	210393.2	2389278	923.175	2547	Juglans nigra	Black Walnut	39	12
86041	210427.9	2389271	926.589	2548	Fraxinus pennsylvanica	Green Ash	55	18
86039	210419.8	2389262	925.117	2549	Quercus rubra	Red Oak	126	40
86035	210406	2389240	924.819	2550	Ulmus americana	American Elm	35	11
86034	210403.7	2389226	925.41	2551	Ulmus americana	American Elm	54	17
86046	210348.3	2389261	918.404	2552	Acer platanoides	Norway Maple	58	18
86047	210345.6	2389264	917.851	2553	Acer platanoides	Norway Maple	53	17
86027	210396.5	2389305	922.138	2554	Acer platanoides	Norway Maple	48	15

86026	210399.7	2389309	922.595	2555	Acer platanoides	Norway Maple	42	13	
86028	210432.9	2389329	926.746	2556	Juglans nigra	Black Walnut	55	18	
86029	210434.1	2389316	925.388	2557	Ostrya virginiana	Ironwood	42	13	
86030	210459.7	2389327	928.902	2558	Juglans nigra	Black Walnut	32	10	
86031	210467.6	2389334	930.204	2559	Juglans nigra	Black Walnut	30	10	
85805	210225.3	2389739	924.17	2560	Quercus alba	White Oak	46	15	
86053	210492.3	2389325	935.327	2561	Quercus rubra	Red Oak	84	27	
86025	210375.8	2389317	921.202	2562	Acer platanoides	Norway Maple	31	10	
86049	210330.1	2389296	914.739	2563	Prunus serotina	Black Cherry	24	8	
86048	210319.4	2389282	913.828	2564	Fraxinus pennsylvanica	Green Ash	24	8	
86070	210318.2	2389234	918.475	2565	Acer platanoides	Norway Maple	36	11	
86069	210315	2389227	920.204	2566	Acer platanoides	Norway Maple	24	8	
86068	210302.7	2389223	922.284	2567	Ulmus americana	American Elm	48	15	
86071	210299.6	2389244	917.69	2568	Carya ovata	Shagbark Hickory	30	10	
86067	210265.3	2389241	915.452	2569	Juglans nigra	Black Walnut	28	9	
86065	210269.1	2389246	914.313	2570	Fraxinus americana	Green Ash	40	13	
86066	210275.2	2389252	914.79	2571	Acer platanoides	Norway Maple	24	8	
86064	210256.2	2389255	910.457	2572	Fraxinus pennsylvanica	Green Ash	30	10	
86061	210294.4	2389284	911.106	2573B	Juglans nigra	Black Walnut	36	11	
86063	210263	2389262	909.685	2573A	Prunus serotina	Black Cherry	35	11	
86062	210294	2389289	911.128	2574	Quercus alba	White Oak	84	27	
85978	210313.5	2389390	924.129	2575	Acer platanoides	Norway Maple	64	20	
86072	210235.4	2389247	910.234	2576	Fraxinus pennsylvanica	Green Ash	52	17	
86073	210216.4	2389232	909.013	2577	Juglans nigra	Black Walnut	41	13	
502	210232	2389296	0	2578	Juglans nigra	Black Walnut	35	11	
86146	210219.9	2389302	908.071	2579	Quercus rubra	Red Oak	98	31	
86147	210214.7	2389307	908.161	2580	Acer platanoides	Norway Maple	118	38	
86144	210226.6	2389324	911.237	2581	Quercus rubra	Red Oak	80	25	
86145	210219.2	2389315	910.657	2582	Quercus rubra	Red Oak	84	27	
86151	210214.4	2389339	914.109	2582A	Quercus rubra	Red Oak	68	22	2 trunks
86148	210206.3	2389317	909.47	2583B	Quercus rubra	Red Oak	63	20	
86149	210189.8	2389301	907.157	2584	Ulmus americana	American Elm	48	15	
86150	210201.2	2389287	903.936	2585	Tilia americana	Basswood	20	6	
86152	210219.7	2389358	916.788	2588	Quercus rubra	Red Oak	76	24	2 trunks
86153	210223.3	2389365	919.305	2589	Fraxinus pennsylvanica	Green Ash	24	8	
85986	210214.1	2389405	922.242	2590	Tilia americana	Basswood	24	8	
86154	210163	2389407	923.895	2591	Acer platanoides	Norway Maple	24	8	
86163	210173.9	2389322	915.35	2592	Acer platanoides	Norway Maple	32	10	
86162	210169.2	2389325	916.452	2593	Quercus rubra	Red Oak	84	27	
86167	210162.4	2389293	904.235	2594	Quercus rubra	Red Oak	89	28	
86166	210147.2	2389298	905.009	2595	Quercus rubra	Red Oak	74	24	
86165	210149.2	2389311	909.785	2596	Juglans nigra	Black Walnut	22	7	
86164	210153.2	2389320	913.827	2597	Quercus rubra	Red Oak	87	28	
86161	210157.6	2389356	923.178	2598	Quercus alba	White Oak	47	15	
86157	210143.6	2389369	924.43	2599	Carya ovata	Shagbark Hickory	32	10	
86156	210146.2	2389374	924.668	2600	Quercus alba	White Oak	36	11	
86158	210135.6	2389401	922.894	2601	Acer platanoides	Norway Maple	22	7	
86159	210087.2	2389398	918.088	2602	Quercus alba	White Oak	33	11	
86160	210109.2	2389375	919.442	2603	Quercus rubra	Red Oak	57	18	
86172	210079.2	2389342	906.035	2604	Quercus rubra	Red Oak	89	28	
86170	210093.9	2389317	900.753	2605	Quercus rubra	Red Oak	58	18	
86169	210110.1	2389311	902.499	2606	Quercus rubra	Red Oak	57	18	
86168	210104.7	2389294	896.404	2607	Acer platanoides	Norway Maple	36	11	
86171	210086.6	2389310	896.568	2608	Quercus rubra	Red Oak	49	16	
85989	210244.3	2389406	924.226	2609	Acer platanoides	Norway Maple	28	9	
85982	210165.7	2389515	926.183	3000	Acer platanoides	Norway Maple	24	8	
85984	210157.7	2389460	924.237	3001	Quercus alba	White Oak	60	19	
86012	210193	2389699	923.623	3002	Prunus serotina	Black Cherry	24	8	
86014	210191.9	2389719	923.13	3003	Quercus rubra	Red Oak	55	18	
86019	210224.8	2389703	925.325	3004	Quercus alba	White Oak	41	13	
86022	210242.7	2389703	925.524	3006	Quercus alba	White Oak	47	15	
86020	210231	2389695	925.308	3007	Acer platanoides	Norway Maple	30	10	
86006	210225.5	2389657	925.453	3008	Quercus alba	White Oak	63	20	
86021	210231.6	2389691	925.848	3009	Quercus alba	White Oak	100	32	
86005	210234.5	2389655	925.42	3010	Ulmus americana	American Elm	25	8	
86004	210252.5	2389641	926.596	3011	Quercus alba	White Oak	54	17	
85916	210321.7	2389609	930.373	3012	Quercus alba	White Oak	50	16	2trunks
85915	210338.5	2389602	931.208	3013	Carya ovata	Shagbark Hickory	45	14	2trunks
85913	210362	2389569	933.781	3014	Quercus alba	White Oak	47	15	
85907	210386	2389582	932.093	3015	Acer platanoides	Norway Maple	45	14	
85909	210384.2	2389584	932.173	3016	Quercus macrocarpa	Burr Oak	90	29	
85910	210403.7	2389565	930.306	3018	Acer platanoides	Norway Maple	22	7	
85904	210416.4	2389611	925.638	3020	Fraxinus pennsylvanica	Green Ash	23	7	

85905	210394.6	2389625	928.516	3021	Prunus serotina	Black Cherry	24	8	
85895	210434.7	2389525	928.183	3023	Carya ovata	Shagbark Hickory	43	14	
85894	210432.1	2389518	928.117	3024	Carya ovata	Shagbark Hickory	29	9	
85896	210424.3	2389541	927.777	3025	Tilia americana	Basswood	22	7	
86002	210337.3	2389509	933.058	3026	Juglans nigra	Black Walnut	26	8	
86000	210300.8	2389510	931.25	3029	Ulmus americana	American Elm	24	8	
86003	210283.2	2389543	929.788	3030	Ulmus americana	American Elm	39	12	
86008	210204.8	2389589	927.063	3031	Tilia americana	Basswood	56	18	
86078	209955.7	2389751	883.396	4000	Populus grandidentata	Big Tooth Aspen	22	7	
86079	209955.4	2389743	882.816	4001	Populus grandidentata	Big Tooth Aspen	26	18	
86304	209936.1	2389746	871.463	4003	Populus grandidentata	Big Tooth Aspen	25	18	
86306	209943	2389736	873.476	4005	Populus grandidentata	Big Tooth Aspen	22	18	
86081	209971.1	2389734	892.975	4006	Populus grandidentata	Big Tooth Aspen	28	18	
86082	209966.1	2389721	890.768	4007	Populus grandidentata	Big Tooth Aspen	22	18	
86209	210123.9	2389254	896.793	4007	Populus grandidentata	Big Tooth Aspen	26	18	
86083	209954.9	2389717	885.347	4008	Populus grandidentata	Big Tooth Aspen	25	18	
86084	209947.9	2389712	880.833	4010	Populus grandidentata	Big Tooth Aspen	24	18	
86085	209946.6	2389704	879.875	4011	Ulmus americana	American Elm	44	18	
86086	209943.4	2389704	876.737	4012	Populus grandidentata	Big Tooth Aspen	32	18	
86087	209952.7	2389691	884.667	4013	Ulmus americana	American Elm	25	18	
86308	209946.2	2389684	880.078	4014	Tilia americana	Basswood	32	18	
86307	209941.8	2389687	877.965	4015	Populus grandidentata	Big Tooth Aspen	48	18	
86088	209971.2	2389690	895.993	4017	Quercus alba	White Oak	53	17	
86091	209945.4	2389570	896.076	4019	Ulmus americana	American Elm	48	15	
86094	209944.1	2389521	894.282	4022	Quercus rubra	Red Oak	28	9	2 trunks
86095	209951.2	2389524	896.2	4023	Quercus alba	White Oak	37	12	
86096	209968.5	2389519	900.568	4024	Carya ovata	Shagbark Hickory	42	13	
86098	209963.4	2389498	901.099	4026	Quercus rubra	Red Oak	72	23	
86099	209955.1	2389491	898.269	4027	Carya ovata	Shagbark Hickory	30	10	
86100	209936.7	2389482	894.128	4028	Quercus alba	White Oak	58	18	
86101	209927.7	2389510	890.526	4029	Quercus alba	White Oak	62	20	
86102	209925.6	2389527	889.184	4030	Ulmus americana	American Elm	28	9	
86103	209927.7	2389531	890.267	4031	Juglans nigra	Black Walnut	30	10	
86105	209930	2389476	893.104	4032	Quercus alba	White Oak	48	15	
86104	209917	2389481	888.959	4033	Quercus rubra	Red Oak	55	18	
86106	209907.1	2389453	886.83	4034	Quercus rubra	Red Oak	60	19	
86107	209910.4	2389435	886.956	4036	Quercus rubra	Red Oak	64	20	
86109	209940.5	2389443	898.776	4037	Juglans nigra	Black Walnut	44	14	2 trunks
	209934.5	2389418	896.61	4038	Ulmus americana	American Elm	30	10	
86111	209958.3	2389417	901.821	4039	Fraxinus pennsylvanica	Green Ash	37	12	
86112	209967.6	2389431	903.779	4040	Fraxinus americana	White Ash	27	9	
86113	209964.5	2389444	903.704	4041	Quercus alba	White Oak	48	15	
86114	209973.6	2389454	903.922	4042	Ulmus americana	American Elm	24	8	
86115	209968.2	2389467	903.194	4043	Quercus alba	White Oak	60	19	
86116	209959.6	2389473	901.467	4044	Quercus rubra	Red Oak	48	15	
86117	209958.6	2389469	901.394	4045	Quercus rubra	Red Oak	32	10	2 trunks
86118	209983.1	2389423	905.52	4046	Fraxinus pennsylvanica	Green Ash	31	10	
86119	210005.4	2389452	909.129	4047	Quercus alba	White Oak	60	19	
86120	210020	2389431	911.89	4048	Ulmus americana	American Elm	29	9	
86121	210027.7	2389429	911.971	4049	Quercus alba	White Oak	56	18	
86122	210024.3	2389437	912.77	4050	Carya ovata	Shagbark Hickory	25	8	
86123	210032.4	2389462	912.436	4051	Quercus rubra	Red Oak	62	20	
86125	210038.9	2389477	913.992	4053	Quercus rubra	Red Oak	56	18	
86126	210029.3	2389479	912.875	4054	Quercus alba	White Oak	57	18	
86127	210021.4	2389474	911.34	4055	Quercus alba	White Oak	38	12	
86128	210013.5	2389469	910.502	4056	Fraxinus pennsylvanica	Green Ash	24	8	
86129	209989.4	2389485	906.088	4057	Quercus rubra	Red Oak	60	19	
86130	209987.1	2389495	905.866	4058	Quercus alba	White Oak	58	18	
86131	210006.1	2389509	907.653	4059	Juglans nigra	Black Walnut	25	8	
86132	209992.3	2389522	906.65	4060	Quercus rubra	Red Oak	133	42	
86133	209985.3	2389534	905.466	4061	Quercus rubra	Red Oak	32	10	
86134	209996.1	2389558	907.594	4062	Quercus alba	White Oak	39	12	2 trunks
86135	210012.5	2389533	910.117	4063	Carya ovata	Shagbark Hickory	55	18	
86136	210037.8	2389513	913.779	4064	Carya ovata	Shagbark Hickory	56	18	
86138	210061.4	2389516	920.18	4065	Fraxinus pennsylvanica	Green Ash	20	6	
86137	210063.8	2389515	920.739	4066	Ulmus americana	American Elm	21	7	
86139	210058.3	2389506	918.94	4067	Quercus alba	White Oak	64	20	
86140	210058	2389493	918.458	4068	Ulmus americana	American Elm	35	11	
86142	210068.7	2389465	922.19	4069	Juglans nigra	Black Walnut	25	12	
86155	210157.5	2389411	924.076	4070	Quercus alba	White Oak	42	13	
86173	210053.1	2389356	905.031	4071	Juglans nigra	Black Walnut	48	15	
86174	210041.6	2389390	913.402	4073	Juglans nigra	Black Walnut	42	13	
86175	210056.4	2389400	917.41	4073	Quercus alba	White Oak	54	17	

86176	210069.8	2389413	919.113	4074	Quercus alba	White Oak	53	17	
86177	210077.5	2389424	921.159	4075	Quercus alba	White Oak	45	14	
86178	210057.4	2389438	919.719	4076	Quercus alba	White Oak	53	17	
86179	210043.2	2389425	915.14	4077	Carya ovata	Shagbark Hickory	41	13	
86181	210031.9	2389359	903.519	4078	Quercus rubra	Red Oak	60	19	
86182	210030.5	2389382	907.718	4079	Juglans nigra	Black Walnut	48	15	
86183	210016.1	2389397	906.179	4080	Quercus alba	White Oak	59	19	
86184	209977.5	2389393	897.576	4081	Quercus alba	White Oak	50	16	
86185	209972	2389389	895.874	4083	Juglans nigra	Black Walnut	41	13	
86186	209982.2	2389382	894.25	4084	Quercus rubra	Red Oak	45	13	
86187	209991.2	2389365	891.375	4085	Quercus rubra	Red Oak	58	18	
86189	209980.6	2389350	885.146	4087	Quercus rubra	Red Oak	89	28	
86190	209966.2	2389353	882.454	4088	Quercus rubra	Red Oak	74	24	
86191	209960.6	2389335	880.128	4089	Acer platanoides	Norway Maple	82	26	
86192	209958.4	2389333	878.88	4090	Acer platanoides	Norway Maple	30	10	
86193	210003.6	2389336	887.061	4091	Juglans nigra	Black Walnut	30	10	
86194	210005.5	2389353	891.853	4092	Quercus rubra	Red Oak	60	19	
86195	210038	2389337	894.998	4093	Carya ovata	Shagbark Hickory	36	11	
86196	210042	2389328	894.33	4094	Quercus rubra	Red Oak	53	17	
86197	210035.5	2389325	892.446	4095	Quercus rubra	Red Oak	90	29	
86198	210057.4	2389306	892.464	4096	Juglans nigra	Black Walnut	27	9	
86199	210118.1	2389273	895.375	4097	Quercus rubra	Red Oak	59	19	
86200	210127.5	2389272	896.138	4098	Quercus rubra	Red Oak	67	21	
86201	210140.1	2389267	897.32	4099	Prunus serotina	Black Cherry	22	7	
86202	210160.8	2389264	899.162	4100	Quercus rubra	Red Oak	80	25	
86203	210158.2	2389242	900.966	4101	Quercus rubra	Red Oak	57	18	
86204	210150.6	2389240	900.591	4102	Quercus rubra	Red Oak	64	20	
86205	210170.4	2389228	905.003	4103	Acer platanoides	Norway Maple	45	14	
86206	210176.9	2389220	910.027	4104	Quercus rubra	Red Oak	78	25	
86207	210151.8	2389230	904.691	4105	Quercus rubra	Red Oak	85	27	
86208	210125.3	2389243	898.693	4106	Quercus rubra	Red Oak	56	18	
86210	210100.7	2389273	892.656	4108	Juglans nigra	Black Walnut	22	7	
86211	210088.6	2389281	892.147	4109	Quercus rubra	Red Oak	80	25	
86212	210084	2389247	896.657	4110	Quercus rubra	Red Oak	65	21	
86213	210048.4	2389228	905.548	4111	Carya ovata	Shagbark Hickory	34	11	
86214	210025.7	2389235	901.736	4112	Quercus rubra	Red Oak	72	23	
86215	210022.3	2389243	898.717	4113	Quercus rubra	Red Oak	68	22	
86217	210006.5	2389257	891.652	4114	Quercus alba	White Oak	82	26	
86218	210014.6	2389262	889.69	4115	Acer platanoides	Norway Maple	38	12	
86216	209994	2389249	894.595	4116	Acer platanoides	Norway Maple	45	14	
86219	210044.6	2389258	891.708	4117	Quercus rubra	Red Oak	132	42	
86220	210023.6	2389281	883.803	4118	Quercus rubra	Red Oak	68	22	
86221	210006.8	2389288	882.504	4119	Quercus rubra	Red Oak	100	32	2 trunks
86222	209978.8	2389281	879.906	4120	Quercus rubra	Red Oak	55	18	
86223	209974.8	2389291	879.347	4121	Prunus serotina	Black Cherry	30	10	2 trunks
86225	209966.3	2389301	877.852	4122	Quercus rubra	Red Oak	36	11	
86224	209968	2389284	879.041	4123	Quercus rubra	Red Oak	78	25	
86226	209956.3	2389285	877.968	4124	Quercus rubra	Red Oak	82	26	
86227	209958.3	2389256	883.589	4126	Quercus rubra	Red Oak	102	32	
86229	209921.7	2389313	873.791	4127	Acer platanoides	Norway Maple	28	9	
86230	209947.7	2389245	881.374	4128	Acer platanoides	Norway Maple	50	16	
86232	209927	2389226	879.727	4129	Quercus rubra	Red Oak	74	24	
86233	209930.1	2389223	880.301	4130	Quercus alba	White Oak	39	12	
86234	209921.9	2389220	881.052	4131	Quercus alba	White Oak	37	12	
86235	209921.2	2389228	879.543	4132	Acer platanoides	Norway Maple	27	9	
86236	209913.4	2389228	879.795	4133	Morus alba	White Mulberry	31	10	
86237	209902.5	2389235	876.889	4134	Tilia americana	Basswood	31	10	
86238	209902.5	2389256	875.492	4135	Quercus rubra	Red Oak	40	13	
86239	209856.1	2389234	874.882	4136	Ulmus americana	American Elm	130	41	
86240	209858	2389224	875.871	4137	Acer negundo	Boxelder	128	41	
86241	209836.4	2389241	871.688	4138	Quercus rubra	Red Oak	60	19	2 trunks
86242	209827.8	2389249	870.603	4139	Quercus rubra	Red Oak	64	20	2 trunks
86243	209831.1	2389254	871.119	4140	Carya ovata	Shagbark Hickory	34	11	
86244	209810.4	2389228	870.181	4141	Quercus rubra	Red Oak	67	21	
86245	209792.8	2389227	869.935	4142	Quercus alba	White Oak	74	24	
86246	209792.3	2389237	869.192	4143	Tilia americana	Basswood	74	24	
86247	209807.9	2389254	870.142	4143	Gleditsia triacanthos	Honey Locust	29	9	
86248	209816	2389252	870.117	4144	Ulmus americana	American Elm	62	20	2 trunks
86249	209819.2	2389255	870.192	4146	Quercus rubra	Red Oak	89	28	
86250	209831.3	2389271	870.373	4147	Quercus alba	White Oak	45	14	
86251	209834.7	2389273	870.744	4148	Quercus alba	White Oak	54	17	
86252	209838.5	2389279	870.912	4149	Acer platanoides	Norway Maple	60	19	
86254	209848.7	2389271	871.503	4151	Ulmus americana	American Elm	24	8	

86255	209852	2389271	871.811	4152	Quercus alba	White Oak	48	15	
86257	209879.5	2389286	872.504	4154	Ulmus americana	American Elm	34	11	
86258	209890.6	2389285	872.748	4155	Acer platanoides	Norway Maple	27	9	
86259	209888.4	2389306	871.743	4156	Morus alba	White Mulberry	28	9	
86260	209886.6	2389314	871.684	4157	Acer platanoides	Norway Maple	22	7	
86261	209870.7	2389323	871.28	4158	Morus alba	White Mulberry	29	9	
86262	209845.1	2389337	869.007	4159	Carya ovata	Shagbark Hickory	45	14	
86263	209842.5	2389333	868.626	4160	Ulmus americana	American Elm	60	19	
86264	209831.7	2389308	868.03	4161	Tilia americana	Basswood	45	14	
86265	209942.9	2389337	877.608	4162	Juglans nigra	Black Walnut	31	10	
86266	209942.1	2389360	881.23	4163	Acer platanoides	Norway Maple	27	9	
86267	209942.1	2389374	886.772	4164	Quercus rubra	Red Oak	86	27	
86269	209956.6	2389389	893.783	4165	Ulmus americana	American Elm	21	7	
86271	209938.9	2389393	892.811	4166	Ulmus americana	American Elm	36	11	
86272	209929.9	2389393	892.124	4167	Quercus rubra	Red Oak	59	19	
86273	209915.6	2389410	890.318	4168	Ulmus americana	American Elm	20	6	
86274	209904	2389395	883.056	4168	Ulmus americana	American Elm	29	9	
86275	209884.8	2389397	875.158	4170	Carya ovata	Shagbark Hickory	38	12	
86276	209884.9	2389394	874.817	4171	Ulmus americana	American Elm	28	9	
86277	209880.8	2389388	872.327	4172	Ulmus americana	American Elm	26	8	
86278	209872.1	2389378	870.232	4173	Ulmus americana	American Elm	36	11	
86279	209877.8	2389365	870.454	4174	Quercus alba	White alba	41	13	
86280	209892.6	2389362	872.327	4175	Quercus alba	White Oak	48	15	
86281	209909.9	2389353	874.178	4176	Ulmus americana	American Elm	28	9	
86285	209896.2	2389425	881.493	4179	Quercus macrocarpa	Burr Oak	98	31	
86287	209887	2389457	873.443	4181	Quercus alba	White Oak	68	22	
86288	209879.9	2389455	870.091	4182	Quercus alba	White Oak	56	18	
86289	209879.1	2389425	872.333	4183	Quercus rubra	Red Oak	135	43	2 trunks
86290	209870.2	2389415	869.24	4184	Ulmus americana	American Elm	26	8	2 trunks
86291	209868.6	2389413	868.33	4185	Quercus rubra	Red Oak	48	15	
86293	209905.1	2389512	875.982	4186	Fraxinus pennsylvanica	Green Ash	36	11	
86294	209913.1	2389513	882.091	4187	Tilia americana	Basswood	87	28	4trunks
86295	209917.4	2389536	882.652	4188	Populus grandidentata	Big Tooth Aspen	35	11	
86296	209923.3	2389544	886.563	4189	Fraxinus pennsylvanica	Green Ash	36	11	
86297	209922.3	2389550	885.593	4190	Fraxinus pennsylvanica	Green Ash	30	10	
86299	209907.4	2389599	873.745	4192	Prunus serotina	Black Cherry	36	11	
86300	209912.3	2389589	875.3	4193	Quercus alba	White Oak	46	15	
86301	209904	2389571	873.902	4194	Populus grandidentata	Big Tooth Aspen	36	11	
86302	209898.3	2389553	873.002	4195	Quercus alba	White Oak	56	18	
86303	209897.2	2389537	872.541	4196	Quercus alba	White Oak	56	18	
86309	209914.6	2389660	872.19	4197	Quercus rubra	Red Oak	63	20	

Phase I Archaeological Reconnaissance Survey

Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6
Acres of Land Located in Williams Bay,
Walworth County, Wisconsin



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September 9th, 2020

Cultural Resources Management Report No. 1900 & 1902

Executive Summary and Findings

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

MARS, archaeologists conducted a visual survey of the project area and surrounding landscape prior to excavating shovel probes across the property. No evidence of a prehistoric earthen mound within the project boundaries was identified either by the visual survey or through shovel probe excavation. MARS excavated 34 shovel test probes and did not find any cultural material. Accordingly, MARS is of the opinion that additional survey work is not warranted and recommends project clearance.

While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

Introduction

MARS is a well-respected, woman-owned, small business that specializes in conducting archaeological, historical, architectural, and archival investigations within the Midwestern United States (Cultural Resource Management). MARS has completed cultural resource overviews, management plans, Historic American Buildings Survey/Historic Illinois Buildings Survey (HABS/HIBS) and Historic American Architectural Engineering Record/ Historic Illinois Architectural Engineering Record HAER/HIER documents, historic and architectural impact studies, and National Register of Historic Places documentation as well as survey, testing, and mitigation projects on both prehistoric and historic sites in the region since the firm's incorporation in 1986. MARS archaeologists have inventoried, recorded, and assessed integrity and eligibility of thousands of historic properties for the National Register of Historic Places including commercial, industrial, and residential properties as well as infrastructure. MARS tested over 200 sites (prehistoric and historic) in the Midwestern United States and mitigated six prehistoric Native American sites (camps, villages, and mortuary facilities) as well as

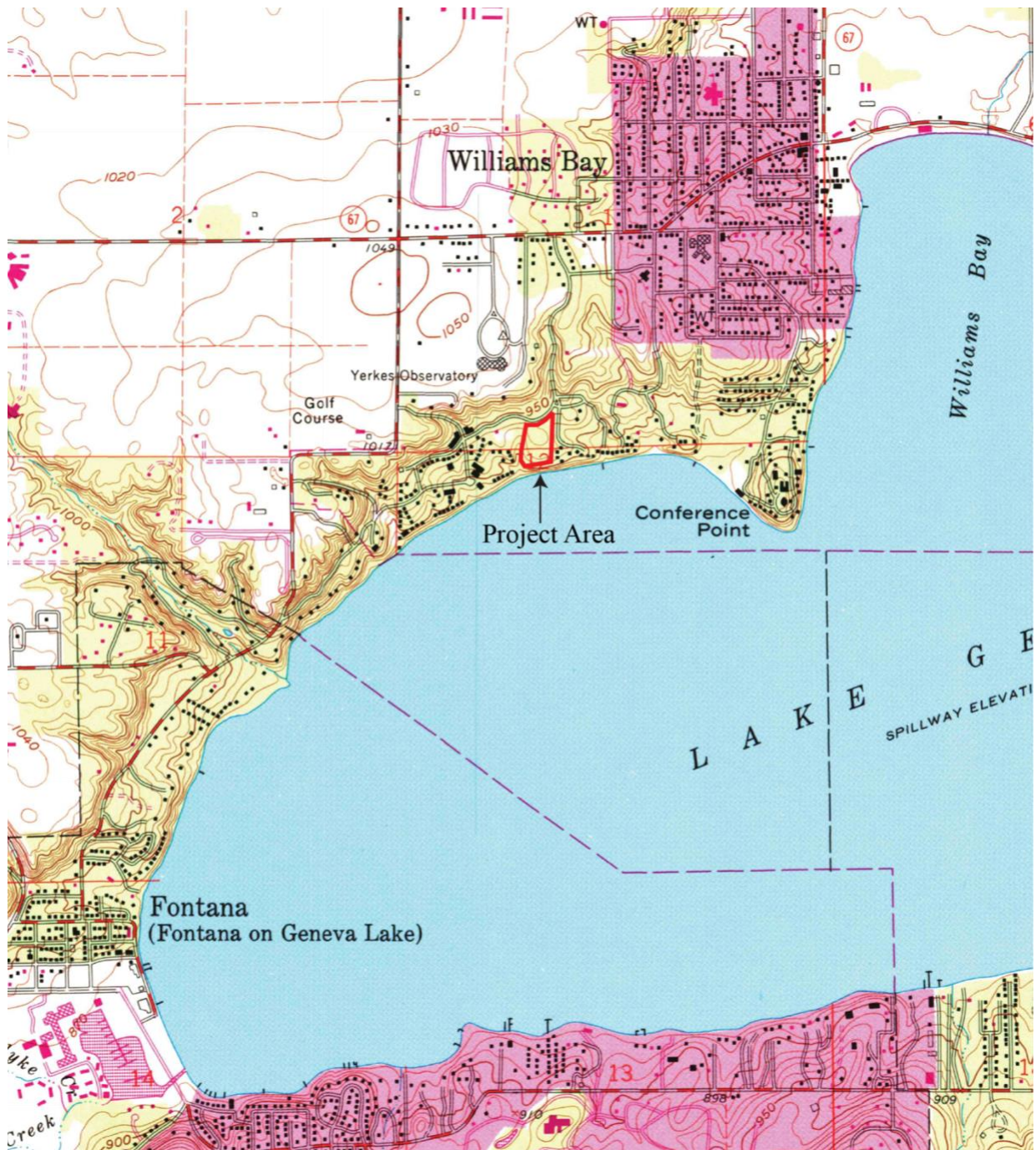


Figure 1. Portion of Walworth 7.5' USGS Quadrangle (1960, photo-revised 1994) showing the study parcel (USGS 2020).

over twenty nineteenth century Euro-American sites (cabins, farmsteads, cemeteries, a fort, rural school houses, a gas station, and several dams). MARS provides governmental agencies, Native American tribal nations, and private companies with the information necessary to comply with historic preservation regulations and maintains an active research interest in the Midwestern United States.

The President of MARS Mr. Jay J. Martinez, RPA (ID No. 990152), completed his master's in Anthropology at Northern Illinois University in 2013 and his B.A. in History at Illinois State University in 2004. Jay has been with MARS since 2006 and has experience working in Illinois, Indiana, Iowa, Michigan, and Wisconsin. Research interests include settlement patterns and lithic analysis. Special skills include the preparation of illustrations to support technical reports. Mr. Martinez is a member of the Illinois Archaeological Survey, the Illinois Association for the Advancement of Archaeology (Board Member 2016-2020), the Midwest Archaeological Conference, and the Society for American Archaeology. His interests and expertise are in lithic analysis, cartography, and public archaeology.

Professional Credentialing and SHPO Approvals:

1. Register of Professional Archaeologists (ID No. 990152)
2. SHPO approval to conduct archaeological investigations (prehistoric and historic) in Illinois, Indiana, and Wisconsin.
3. Approved by the State of Illinois to conduct archaeological investigations (prehistoric and historic) on publically owned land.
4. Credentialed by the State of Indiana as a Principal Investigator for Prehistoric/Historic Archaeology (Indiana Code 14-21-1 and 312 IAC 21)

Physical Setting

Glacial history has played an important role in shaping Wisconsin's topography. Walworth County is located in the Southeastern portion of the State bordering the Illinois State line. This area encompasses the moraines and moraine systems of the late advances of the Woodfordian substage of Wisconsinan glaciation (Willman 1971).

Geneva Lake was formed some 10,000 years ago as the result of glacial action, which created the lake basin and sculpted the landscape. The earlier of these glaciers created what is known as the Troy Valley, a depression running generally southwest from Troy, Wisconsin, through Lyons and then westward through what is today the City of Lake Geneva toward Beloit. This glacier subsequently receded and later advanced again, this time carrying with it vast quantities of gravel that were deposited as hills or terminal moraines.

There is one soil type that comprises the project area (MwD2 Miami loam, 12 to 20 percent slopes, eroded). The Miami series consists of very deep, moderately well drained soils that are moderately deep to dense till. Miami soils formed in as much as 46 cm (18 inches) of loess or silty material and in the underlying loamy till. They are on till plains. Native vegetation is deciduous forest (USDA 2020).

Background Research

Previous Archaeological Research

Prior to the field investigation, MARS consulted the State of Wisconsin state site files maintained by the Wisconsin Historical Society for information on the location of previously recorded sites that have been found within a mile of the project area. The project area has never been surveyed and there are no recorded archaeological sites. However, there are nine recorded archaeological sites within a mile of the project area described in Appendix C.

Historic Research

Potawatomi Native Americans established villages and camp sites around Geneva Lake as early as 1800 with two large known village sites located in present day Fontana and William's Bay. Evidence suggests the Potawatomi led a fluid lifestyle—living in the village one day and going out camping the next. Charles E. Brown, a prominent Wisconsin archeologist, found evidence of temporary campsites at: Aurora University, Cedar Point, Lake Geneva Manor, Elgin Camp, Belvidere Park, Country Club Estates, Big Foot Country Club, Glenwood Springs, Indian Hills, Fair Oaks Camp, Rainbow Bay, the Chicago Club, Black Point, Twin Brooks, Buttons Bay, and several locations on Lake Como (Brown 1928).

John H. Kinzie visited Fontana and Chief Big Foot's village in 1831 on a U.S military expedition, traveling from Fort Dearborn to Fort Winnebago. This was the first ever recorded visit of white settlers to the area. Through a series of unfair negotiations and military strikes, Big Foot and his people vacated the area in 1836 (Lahey 2016).

Historical plats and aerials of the area were also reviewed to assess the potential for historic sites on the project area. Historic plats from 1857, 1873, and 1891 depicted no historic structures within the project boundary (Appendix A: Figures 1-3). The 1937 aerial image of the property depicts the project area in dense woods with no visible structures (Appendix A: Figure 4).

Field Methods and Analysis

Field methods employed during the survey were in accordance with The Wisconsin Archaeological Survey: *Guide for Public Archaeology in Wisconsin* dated August 27th 2012, Compiled by Mark J. Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

The project area is divided between three proposed lots (Figure 2). The phase I survey was divided into two days. On August 11th MARS archaeologists surveyed the project area bounded by white dashed lines (Figure 2). On August 30th the remaining land bounded by white solid lines was surveyed (Figure 2). Per agreement with the Village, the project area did not include land west of the historic footpath that runs along the westerly proposed lot to Constance Boulevard, which is not expected to be disturbed in connection with the residential development. There is an existing sewer line along the existing walking path on the south end of the property on the lake shore, which the Village expects to rehab in connection with any development of this property (Figure 2). This area was heavily eroded and too steep to shovel probe (Appendix B: Plate 1). Because of the erosion, there would not be any cultural material in that area.

Because the project areas were wooded MARS completed a shovel test probe survey. Shovel test probes are small subsurface sampling units approximately 35 cm in diameter and 35 to 50 cm deep. Soils from shovel probes were screened through 1/4" hardware mesh in order to locate any prehistoric or historic material.

A total of 34 shovel test probes were excavated within the project area (Figure 2 [Appendix B: Plates 2-7]). The undisturbed soils in the area comprised a dark grayish brown silty loam A horizon (10YR 4/2) extending 15-20 cm below ground surface and overlying a dark yellowish brown silty clay loam B Horizon (10YR 4/6). No cultural material was identified in any of the shovel probe areas.

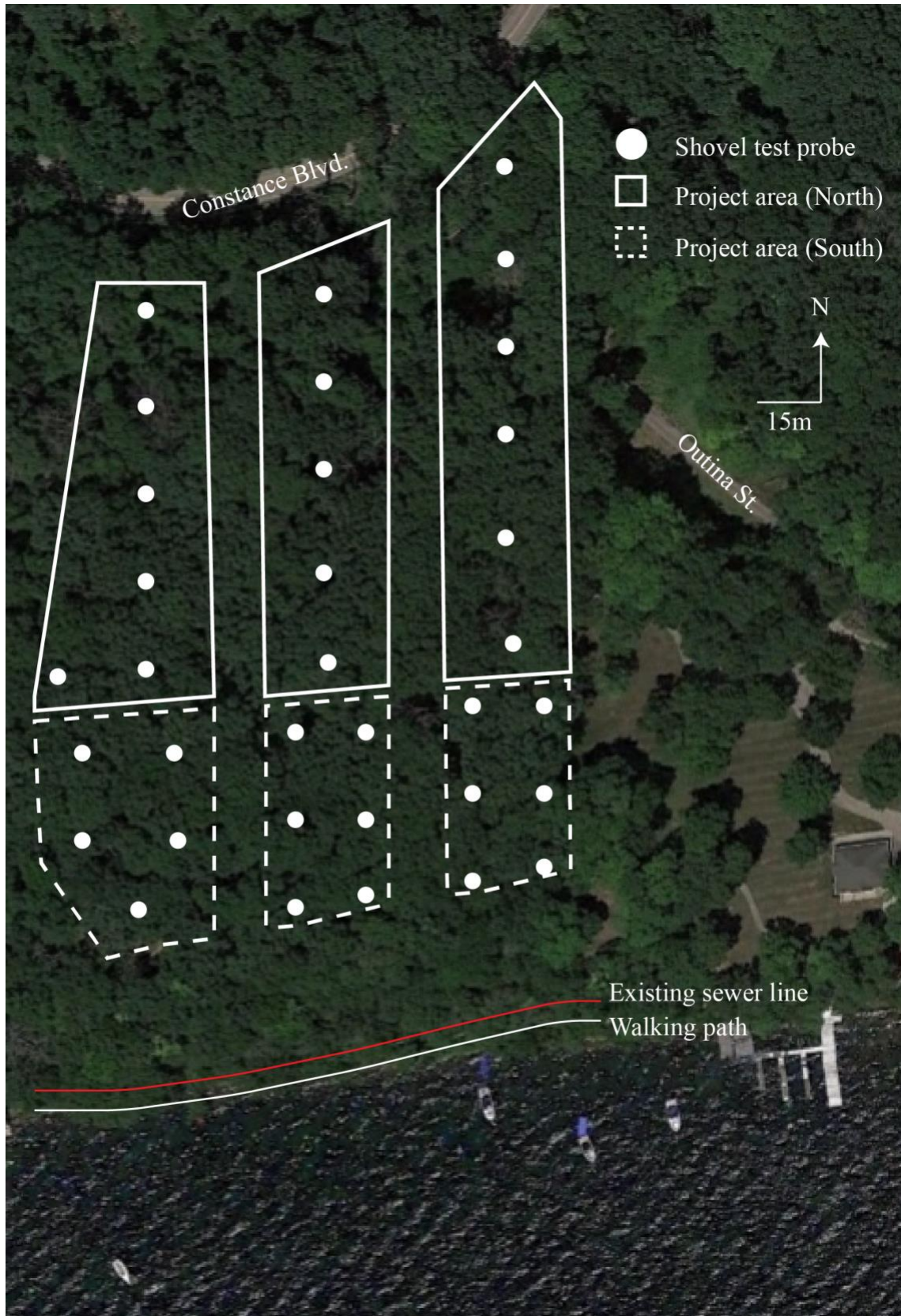


Figure 2. Sketch map of the project area.

Conclusion and Recommendations

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

MARS, archaeologists conducted a visual survey of the project area and surrounding landscape prior to excavating shovel probes across the property. No evidence of a prehistoric earthen mound within the project boundaries was identified either by the visual survey or through shovel probe excavation. MARS excavated 34 shovel test probes and did not find any cultural material. Accordingly, MARS is of the opinion that additional survey work is not warranted and recommends project clearance.

While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

References Cited

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Wisconsin Historic Aerial Imagery Finder

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Appendix A

Historic Plats



Figure 1. Portion of the 1857 Walworth Township (Walworth County) plat showing the study parcel in red (Redding 1857).



Figure 2. Portion of the 1873 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).

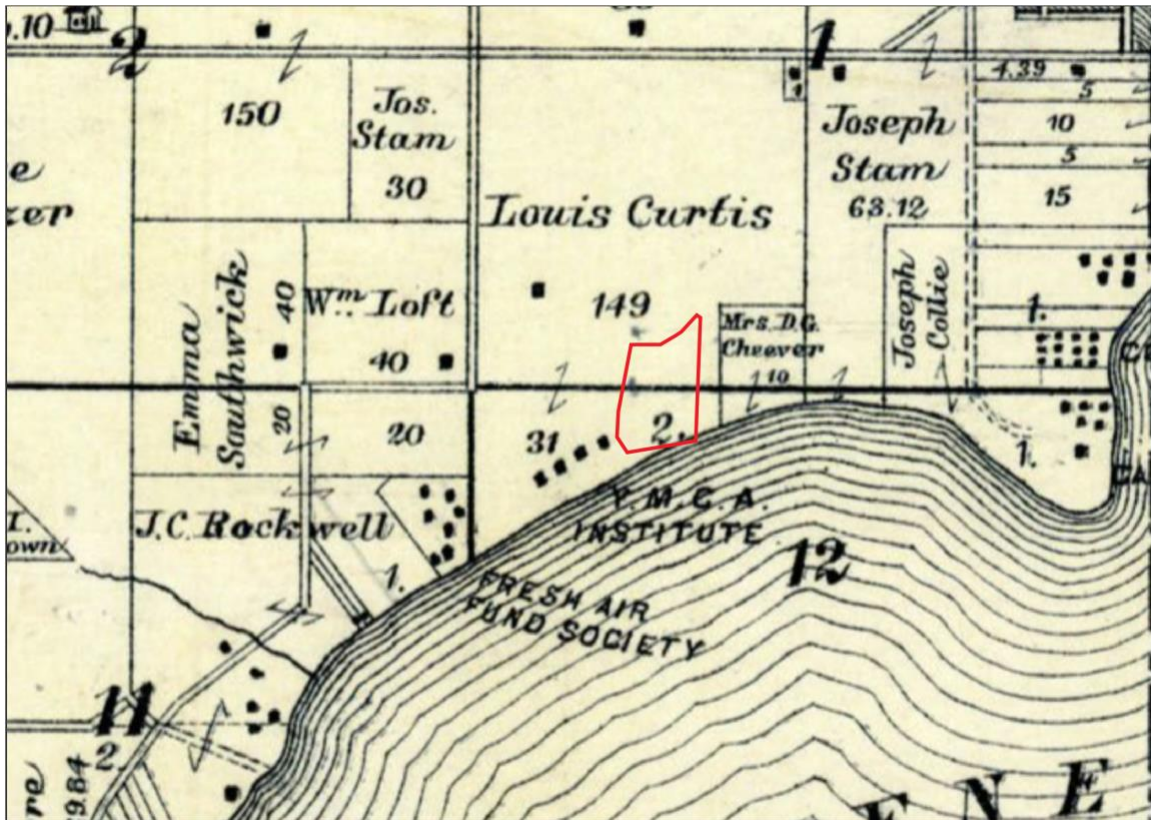


Figure 3. Portion of the 1891 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).



Figure 4. 1937 aerial showing the study parcel in red.

Appendix B
Selected Project Photographs



Plate 1. Looking east over existing sewer line and shoreline walking path.



Plate 2. Looking north over shovel probe area (lot 1).



Plate 3. Looking north over shovel probe area (lot 2).



Plate 4. Looking south over shovel probe area (lot 1).



Plate 5. Looking south over shovel probe area (lot 1).



Plate 6. Looking north over shovel probe area (lot 2).



Plate 7. Looking south over shovel probe area (lot 3).

BIBLIOGRAPHY OF ARCHAEOLOGICAL REPORT FORM

WHS/SHSW # N/A COUNTY Walworth

AUTHORS: Jay Martinez

REPORT TITLE: Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6 Acres of Land, Williams Bay, Walworth County Wisconsin.

DATE OF REPORT (MONTH AND YEAR): September 2020

SERIES/NUMBER: Cultural Resources Management Report No. 1900 & 1902

PLACE OF PUBLICATION: Midwest Archaeological Research Services, Crystal Lake, Illinois.

LOCATIONAL INFORMATION [LEGAL DESCRIPTION OF SURVEY AREA (T-R-S)]
SW $\frac{1}{4}$ of Section 1 and NW $\frac{1}{4}$ of Section 12 in Township 1 N, Range 16E (Walworth Township)

U.S.G.S. QUAD MAP(S): Walworth 7.5' Quadrangle

SITE(S) INVESTIGATED: None

ACRES INVESTIGATED: 6.0 acres

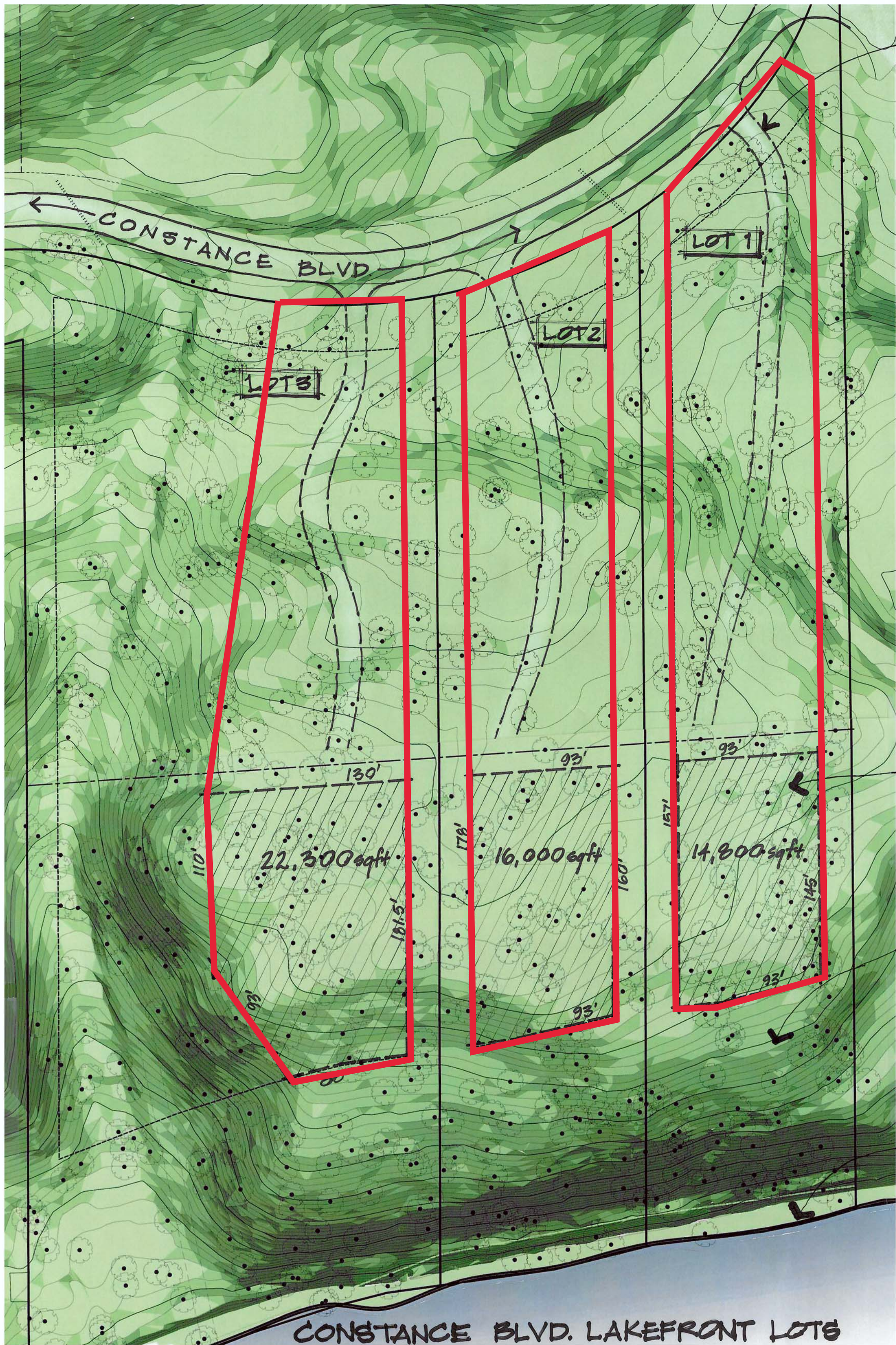
AGENCY # NA

INVESTIGATION TECHNIQUES COMPLETED (Check all that apply.)

- | | | |
|---|--|---|
| ☐ Avocational Survey | ☐ Chance Encounter | ☐ Controlled Surface Collection |
| ☐ Faunal Analysis | ☐ Floral Analysis | ☐ Geomorphology |
| ☐ Historical Research | ☐ Interview/Informant | ☐ Land Use History |
| ☐ Literature Background Research | ☐ Major Excavation | ☐ Mechanical Stripping |
| ☐ Monitoring | ☐ Osteological Analysis | ☐ Phase I-Surface Survey |
| ☐ Phase II | ☐ Phase II-Corridor Only | ☐ Phase III |
| ☐ Phase III-Corridor Only | ☒ Records/Background | ☐ Records/Background (Pred. Model) |
| ☐ Remote Sensing | ☒ Shovel Testing/Probing | ☐ Soil Core |
| ☐ Surface Survey (Intensive) | ☐ Test Excavation | ☐ Traditional Knowledge |
| ☐ Vandalism | ☒ Walk Over (Reconnaissance) | ☐ Unknown |
| ☐ Other: _____ | | |

ABSTRACT: ☒ Included in report ☐ Written in space below

See introduction within report.

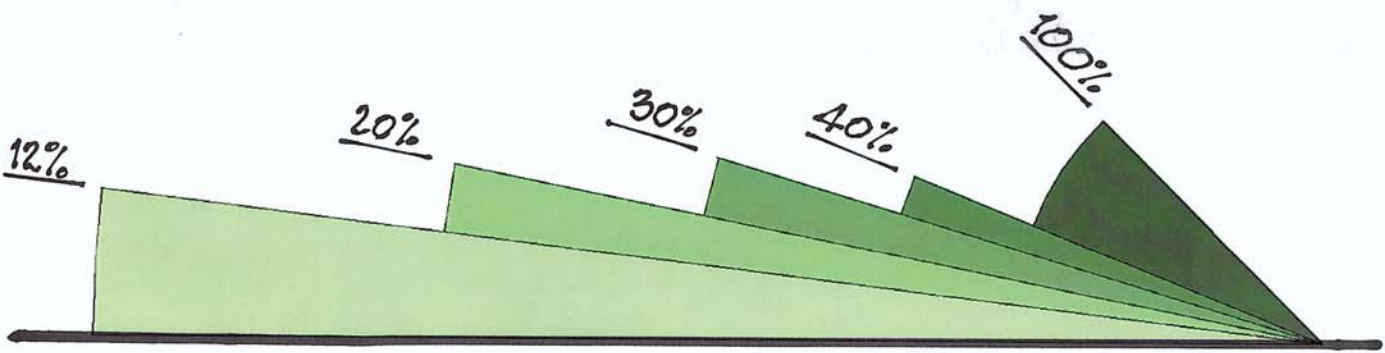


DRIVEWAY ACCESS

-DRIVEWAY ACCESS AND POTENTIAL DRIVEWAY (ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SLOPE DIAGRAMS

-COLOR KEY FOR SLOPE PERCENTAGE DIAGRAM MAP.



PROPOSED BUILDING SITES

-NATURAL PLATEAU AND FLAT AREA DESIGNATED FOR NEW HOME AND OUTDOOR LIVING (ACTUAL LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SHOREYARD RESTORATION

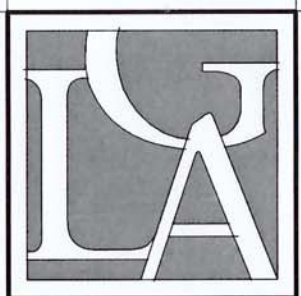
- REMOVAL OF INVASIVE SPECIES.
- REPLANTING OF NATIVE GROUNDCOVER TO STABILIZE AREAS OVER 40% GRADE.
- SELECTIVE CUTTING OF TREES TO ALLOW FOR SUNLIGHT TO REACH THE FLOOR AND TO STIMULATE GROWTH OF GROUNDCOVER.

LAKEFRONT STABILIZATION

-MITIGATE EROSION AND STABILIZE NATURAL GRADE.

LAKE GENEVA
Architects

STUDIO OF JASON R. BERNARD



Appendix C

Archaeological Sites Within A Mile of The Project Area

WL-0066

The site name is Hill Top. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):158.

WL-0067

The site name is Orchard Street. It is a Campsite/village site where Unknown Prehistoric material was found. Evidence of a campsite exposed in a small garden. About 'a hundred' hearthstones found on the surface, others exposed by trowel. Lithic debris noted too. Artifacts include FCR, debitage, cores, projectile point fragments, hammer stones, bone fragments. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):157-158.

WL-0068

The site name is Williams Bay. It is a Campsite/village, **Cemetery/burial**, Corn hills/garden beds, Paleontological site where Historic Indian, Late Paleo-Indian, Middle Archaic, Late Archaic, Early Woodland, Late Woodland material was found. This site consists of a multi-component habitation area with associated cemetery components and cornfields. A mastodon skeleton was also found within the site confines.

WL-0071

The site name is Mead. It is a Workshop site where Unknown Prehistoric material was found. Artifacts include flint. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):171-172.

WL-0073

The site name is Belvidere Park. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0074

The site name is Uihlein Spring Burial. It is a **Cemetery/burial** site where Unknown Prehistoric and Historic Indian material was found. This site consists of one or two disturbed graves. At least one adult with a depressed skull fracture is represented. A small, red pipestone elbow pipe was found with the burial. Artifacts include one red pipestone elbow pipe. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0075

The site name is YMCA College-Mt. Olivet. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):162-164.

WL-0230

The site name is Conference Point. It is a Campsite/village site where Unknown Prehistoric material was found. Artifacts include one small stone axe, debitage, projectile points, and FCR. Artifacts were found in a road cut on top of the point and on the crest of the point, which brown interpreted as a campsite. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):160.

WL-0376

The site name is Frost. It is a Lithic scatter site where Unknown Prehistoric material was found. This site consists of a scatter of non-diagnostic lithic debitage and FCR found during shovel testing south of Congress Avenue and reports of projectile points found when a path was put in within Frost Park north of Congress Avenue. Artifacts include debitage, FCR, and unspecified projectile points. It was recorded 6/30/2020 by Dan Joyce,2020

Pedestrian Easement

Document No.

PEDESTRIAN EASEMENT AGREEMENT

Prepared by and Return to:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street
Suite 700
Madison, WI 53703

Parcel Numbers

See attached Exhibits

PEDESTRIAN EASEMENT AGREEMENT

THIS PEDESTRIAN EASEMENT AGREEMENT ("Agreement") is made effective as of the 1st day of May, 2020, by and between University of Chicago, an Illinois not-for-profit corporation, its successors and assigns ("Grantor") and Yerkes Future Foundation, Inc., a Wisconsin non-stock corporation and its permitted assigns ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property, as described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the owner of certain real property and improvements consisting of the buildings, improvements and related facilities known as the Yerkes Observatory (the "Observatory").

C. Grantor hereby grants to Grantee a non-exclusive easement for pedestrian ingress and egress over and across a portion of the Grantor Property consisting of an existing foot path as more specifically described herein for the benefit of Grantee, its guests, employees, agents and authorized invitees upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Pedestrian Easement. Grantor hereby grants to Grantee a non-exclusive, easement for pedestrian access (the "Pedestrian Easement") over a portion of the Grantor Property

that constitutes a pedestrian footpath for an ingress and egress route from Constance Boulevard over, upon and across the Grantor Property to the public lake front pathway along Geneva Lake on the approximate route depicted on Exhibit B attached hereto and incorporated herein (the “Easement Area”). The Pedestrian Easement shall be for the benefit of Grantee and its guests, employees, agents, and invitees (which for purposes of clarification, shall include members of the general public) for pedestrian use (collectively, the “Easement Users”). Notwithstanding anything to the contrary set forth herein, the Easement Users’ right to enter upon and use the Easement Area shall be subject to the following terms and restrictions: (i) Easement Users may only use the Easement Area during the daylight hours; (ii) the Easement Area shall be used for pedestrian traffic only, and any and all non-motorized bicycle or motorized/mechanized or wheeled/track recreational vehicles of any kind is prohibited; and (iii) subject to Grantee’s obligations under Section 3 below, Grantee may not pave, improve, light, add signage, or otherwise alter the Easement Area in any way without the written permission of Grantor. Grantee shall have no other rights in and to the Easement Area except as set forth herein.

2. Reservation of Rights. Grantor shall have and hereby expressly reserves the right to use the Easement Area, provided such use does not interfere with or impede the Easement Users use of the Easement Area pursuant to the Pedestrian Easement set forth in Section 1 above.

3. Maintenance. Grantee shall be responsible, at its sole cost, for the maintenance and repair of the Easement Area, including but not limited to, the removal of trash, repair and maintenance of the existing pathway, trimming of brush or other landscaping within the Easement Area.

4. Obstructions. Except as provided herein, no party shall do anything to unreasonably interfere with the other party’s use of the Easement Area, except as may be necessary for the performance of maintenance and repair activities, which such maintenance and repair activities shall be performed with diligence and in good faith so as to limit the extent of any resulting obstacle.

5. Insurance. Commencing upon the execution and recording of this Agreement, and thereafter for as long as this Agreement shall remain in effect, Grantee shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering itself and its respective owners’, tenants’, occupants’, customers’, employees’, guests’, agents’ and invitees’ use of the Easement Area as further described herein. Grantee shall include Grantor (including, for the sake of clarity, its successors and assigns) as an additional insured on its respective general liability insurance policy with respect to use of the Pedestrian Easement granted herein. Upon the reasonable request of Grantor, Grantee shall provide the requesting party with a certificate of insurance evidencing the insurance required by this section.

6. Indemnification. Subject to applicable law, Grantee agrees to indemnify, defend by counsel reasonably acceptable to Grantor, and hold Grantor and Grantor Property harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses, including court costs and reasonable attorneys’ fees and expenses, in connection with injury to or death of any person or injury or damage to any property occurring in or about the Grantor Property arising from the use of the Easement Area by Grantee or the Easement Users, or from any breach

or default on the part of Grantee in the performance of any covenant or agreement on the part of Grantee to be performed pursuant to the terms of this Agreement.

7. Assignment. This Agreement shall bind and benefit Grantor and Grantee's respective successors and assigns. Grantee may assign its rights and obligations under this Agreement upon written notice to Grantor solely to the Village of Williams Bay (or another duly authorized unit of state or local government). Any other assignment by Grantee shall be void and of no effect. Grantor shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after Grantor has transferred its ownership interest in the Grantor Property.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the substantially prevailing party shall be entitled to recover its costs, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

12. Notices. All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party or parties at its or their last known address. If a party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills, if any, are sent. Any party may change its address for notice by providing written notice to the other party.

13. Non-Use. Non-use or limited use of the Pedestrian Easement granted herein shall not prevent the Grantee or the Easement Users from later use of the same to the fullest extent authorized herein.

14. Amendment. This Agreement may not be amended, modified, terminated, or released without the written consent of the Grantee and Grantor. Each party agrees to work in good faith with the other with respect to a reasonable request for amendment to this Agreement. Any amendment, modification, termination or release of this Agreement shall not be effective until it is recorded with the Walworth County Register of Deed's office.

15. Recitals. The Recitals set forth above are hereby incorporated fully as terms and conditions of this Agreement.

16. Authority. Each of the undersigned hereby represents to the others that: (i) it has complete power and authority to enter into this Agreement, (ii) that no other third-party authorizations or approvals are necessary to enter into this Agreement, and (iii) that the person signing below on behalf of each undersigned respectively warrants that he or she has the authority to act on behalf of the party for which they are signing with regard to this Agreement.

[Signatures on next page following]

GRANTOR:

The University of Chicago,
an Illinois not-for-profit corporation

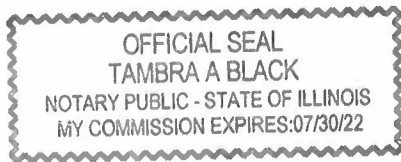
By: K. Callow-Wright

Name: Katie Callow-Wright

Title: Executive Vice President

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

Personally came before me this 25th day of April, 2020, the above-named Katie Callow-Wright as the Executive VP of The University of Chicago to me known to be the person who executed the above instrument and acknowledged the same.



Tambra A. Black
Name: Tambra A. Black
Notary Public, State of Illinois
My Commission: expires July 30, 2022

This instrument prepared by:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street, Suite 700
Madison, WI 53703

EXHIBIT A

Legal Description of the Grantor Property

PIN: Part of WAS 00001

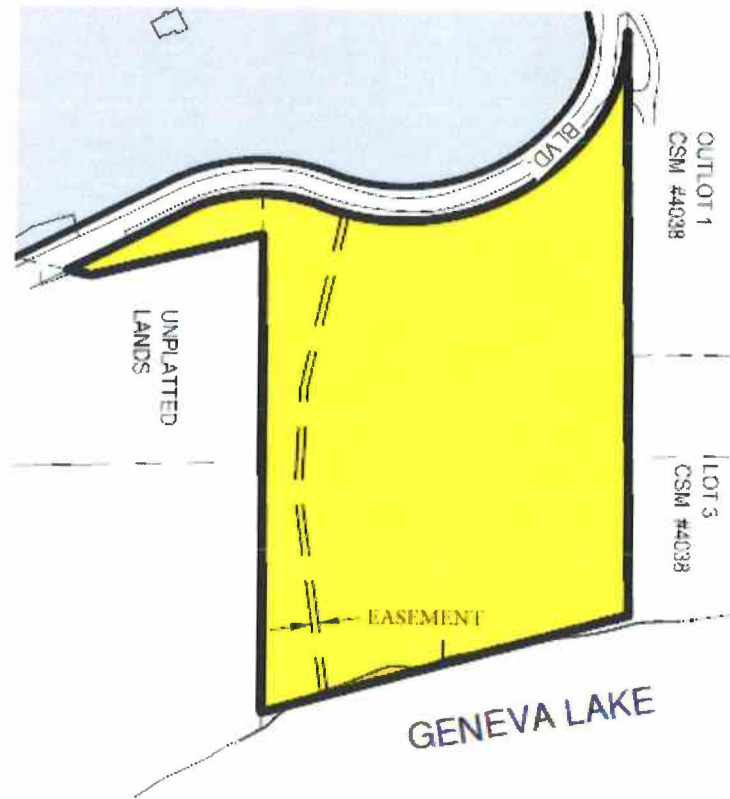
Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

EXHIBIT B

Depiction of Easement Area



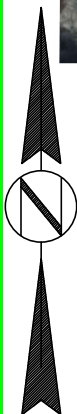
Driveway Entry Study

SIGHT DISTANCE ANALYSIS EXHIBIT

PER AASHTO STANDARDS FOR INTERSECTION SIGHT DISTANCE AT A DESIGN SPEED OF 25 MPH:

- RIGHT TURN - 240 FEET
- LEFT TURN - 280 FEET

EACH PROPOSED LOT IS SHOWN WITH AN ANTICIPATED DRIVEWAY LOCATION AND SIGHT LINES FROM THE RIGHT OF WAY LINE , WHERE THE APPARENT DRIVER LOCATION WOULD BE FOR ANALYSIS, AND TO THE CENTER OF THE ONCOMING TRAFFIC LANE.



SCALE: 1" = 100'



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission/Village Board Meeting May 25, 2021

May 14, 2021

APPLICANT: University of Chicago (Owner)

TAX KEY: WAS 00001A

STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Village of Williams Bay

- 1) Applicant is requesting to change the Village of Williams Bay Comprehensive Plan Future Land Use Map designation from Institutional to Large Lot Residential.
- 2) Applicant is requesting rezoning from P & I Public and Institutional to SF-2 Large Lot Residential.
- 3) Applicant is requesting approval of a 3-lot Certified Survey Map.

Excerpts from the Comprehensive Plan:

- Large Lot Residential Description: This future land use category is intended for single-family detached residential development, served by public sanitary sewer and water and full urban services. Small community facility uses—such as parks, schools, and churches—may also be built on lands within this category. As shown on Map 5, future Large Lot Single-Family development areas are shown mainly in areas in which this land use existed at the time this Plan was written, particularly along the shores of Geneva Lake.
- Recommended Zoning: The existing Village zoning districts most appropriate to implement this future land use category include the RS-1 and RS-2 Single Family Residential districts.

Staff Comments:

Approval is recommended based on the following:

- The Large Lot Land Use Plan designation is consistent with the proposed SF-2 zoning and proposed land division for three single-family residential dwellings located on a total lot area of 8.72 acres.
- The proposed zoning map amendment advances the purposes of the zoning ordinance as outlined in Section 18.0103 – This zoning ordinance is adopted for the purpose of protecting the health, safety, morals, comfort, convenience, and general welfare of the public.
- The proposed zoning map amendment is in harmony with the recommendations of the Comprehensive Plan.
- The proposed zoning map amendment maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning district(s).
- Factors have changed making the subject property more appropriate for a different zoning district.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator



Board of Trustees and Plan Commission
Village of Williams Bay
P.O. Box 580
250 Williams Street
Williams Bay, WI 53191
Attn: Bill Duncan, Board Chair (bduncan@williamsbay.org)

VIA HAND DELIVERY TO VILLAGE AND EMAIL

May 14, 2021

Dear Village Board of Trustees and Plan Commission Members:

We are pleased to participate in the public hearing and joint Village Board and Plan Commission meeting scheduled for May 25 regarding our proposal. As noted by former Trustee, Jim Killian, and other members of the public at the April 21 hearing, the University has worked to diligently and transparently fulfill each request made by the Village and to respond in detail to questions and concerns that we have heard both from the Village and members of the public.

In advance of the May 25 meeting, and as previously mentioned in other public forums, we also wish to make you aware that in recent months the University has received offers from third parties for potential institutional uses of this lakefront parcel. The University has declined to pursue these offers for various reasons including the terms presented, the potential for higher density development as of right (e.g., structures of up to 20,000 gross square feet along with required off-street parking) than our current proposal, and the interests of and contractual obligations to the buyers with whom we are under contract. We appreciate that offers can be made at any time, but having considered those we have received and declined to pursue, we continue to believe the residential proposal presents the best opportunity to guarantee low-density development and preservation of these woodlands for the long-term. The residential proposal would also generate tax revenue for the Village. Our goal is to have the Village take action on the specific requests of our application, which is to amend the future land use map of the Comprehensive Plan, and rezone and subdivide the subject property for residential use. No other speculative uses for the property are a part of our application or should be considered in reviewing our application.

EDWARD H. LEVI HALL

5801 S. ELLIS AVENUE, SUITE 500 • CHICAGO, ILLINOIS 60637

TELEPHONE: 773-702-4559 • FAX: 773-702-0809 • EMAIL: TRACYMCCABE@UCHICAGO.EDU

Lastly, we write to summarize the materials that the University has previously submitted to the Village for your consideration. These materials are unchanged from those last provided to the Village and posted on the Village website, with the exception of item 4 (Subdivider Agreement) which has been put into execution ready form by the Village.

Enclosed please find the following documents and information:

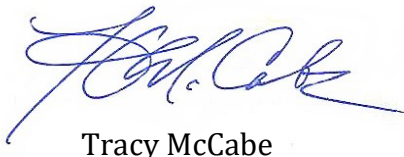
1. **University Petition to Amend the Comprehensive Plan:** The Petition was originally filed on March 11, 2020, and requests to amend the future land use designation of the lakefront parcel on the Future Land Use Map to Large Lot Residential. As the portion of the petition relating to tax parcels WGT 00011 and WGT 00012 (which is referred to in the Petition is “Parcel A” and now owned by Mr. Michael K. O’Brien and Mrs. Anita P. O’Brien) was approved by the Village on July 22, the request now before the Village relates solely to the lakefront parcel.
2. **University Application to Rezone the Lakefront Parcel:** This application was also originally filed on March 11, 2020. While the University’s request to rezone the lakefront parcel from P&I to SF-2 as described in the application is unchanged, the enclosed narrative was updated to reflect additional information provided to the Village, which is also described below.
3. **CSM Supplemental Information:** Since its submission in March 2020, and at the request of the Village, the proposed CSM has been supplemented to: (i) depict areas with slopes in excess of 12% (see CSM page 2); (ii) add a utility access and drainage easement over a western portion of the property as requested by the Village (see CSM Page 3); and (iii) specify a 30’ foot easement over the existing watermain that runs through the property. The CSM was prepared by Certified Land Surveyor, Keith Kindred, of Short Elliott Hendrickson (SEH) Inc. Also, based on a July 2020 Village request, the University completed a Site Assessment Checklist.
4. **Subdivider Agreement:** The University and the Village, each represented by counsel, have negotiated a subdivider agreement which provides for the replacement of the existing water main and rehabilitation of the existing sewer main located on the property, the cost of which will be borne by the owners of the underlying lots upon completion of the improvements. The agreement also references the restrictions on tree removal pursuant to the Village Zoning Ordinance, including limitations on selective cutting to not more than 30% of the woodlands within a given development pad.
5. **Tree Survey:** At the request of the Village, the University obtained a tree survey of the property, which identified and located over 600 individual trees across 19 species. The tree survey, which is on file with the Village, was prepared by Short Elliott Hendrickson (SEH) Inc.
6. **Archaeological Survey Report:** Based on public comment at the July 22 public hearing, and as requested by the Village, the University engaged Midwest Archaeological Research Services, Inc. (MARS), an archaeological firm included on the Wisconsin Historical Society’s List of Archaeological Consultants, to

conduct a Phase I archaeological reconnaissance survey. The scope of the survey was jointly determined by the Village staff and the University and did not include the portion of land west of the footpath, as that area of steep slopes is not suitable for residential construction and would be subject to multiple easements to the Village. As noted in the report, MARS excavated 34 shovel test probes and did not find any cultural material, prehistoric deposits or human remains. MARS opined that, based on its finding, additional survey work is not warranted.

7. **Pedestrian Easement Assignment:** The University has long understood that the public values the historical footpath that connects the lakefront path to Constance Boulevard. Accordingly, the University's proposal provides for a pedestrian easement that would enable public access to the path as described in the easement, which has been reviewed by the Village. The easement, which was originally drafted for the benefit of Yerkes Future Foundation, would be effectuated via an assignment by YFF to the Village following approval of the University's requests.
8. **Driveway Study:** At the request of the Village, the University obtained a driveway study to identify potential access points to each proposed lot from Constance Boulevard, in accordance with American Association of State Highway and Transportation Officials (AASHTO) standards for intersection sight distance. The study was prepared by Short Elliott Hendrickson (SEH) Inc.

Our requests as a private landowner to rezone and subdivide this property into three lots (which cannot be further subdivided without Village approval), each limited to a single-family home, for low-density development by subsequent landowners ensures the best use of this property and forecloses the possibility of higher density, institutional uses. This request is consistent with zoning of other lots on the lakefront and immediately adjacent to our property. It also provides important financial support to the Yerkes Observatory as well as the Village through additional seed funding and tax revenue, respectively, while funding and effectuating infrastructure improvements by subsequent buyers, as the Village desires. In addition to these important stakeholders, we are confident that our proposal, if approved, will help ensure that the lakefront property's natural beauty will be maintained and preserved by its future owners for generations to come.

Sincerely,



Tracy McCabe

cc: Bonnie Schaeffer, Zoning Administrator (zoning@williamsbay.org)
Becky Tobin, Village Administrator (admin@williamsbay.org)

Petition to Amend Comprehensive Plan

COMPREHENSIVE PLAN AMENDMENT PETITION

Project Location: Part of Blocks A through D of the Assessors Subdivision Plan in the Village of Williams Bay, and a parcel commonly known as 415 Grand View Avenue in the Village of Williams Bay, both of which are described in the attached Exhibit A.

Property Owner: The University of Chicago, 5801 S. Ellis Avenue, Chicago, IL 60637

Owner's Agent: Egert Law, SC, Nicholas A Egert, 835 Geneva Parkway North, Suite 1, Lake Geneva, WI 53147

Description of Proposed Village of Williams Bay Comprehensive Plan Amendment: Pursuant to the procedure described in Wisconsin Statutes Section 66.1001(4), the University of Chicago hereby petitions the Board of Trustees of the Village of Williams Bay to amend the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan (at page 71). Specifically, the University petition seeks to change the designation of (i) part of tax key parcel WAS0001 (The "Lakefront Parcel") and (ii) tax key parcels WGT 00011 and WGT 00012 (collectively "Parcel A"), each as more fully described in the University of Chicago's application for Zoning Map Amendment enclosed herewith, from "Institutional" to "Large Lot Residential", as described more fully on page 58 of the current Village of Williams Bay Comprehensive Plan. No amendments to the text of the Comprehensive Plan are being requested.

Additional Statement in Support of Petition: As part of its effort to secure a long-term plan with the Yerkes Future Foundation for the preservation of Yerkes Observatory and the surrounding campus, the University seeks to rezone the Lakefront Parcel and Parcel A from "Public and Institutional" to "SF-2", Large Lot Residential. As noted in the rezoning application, a zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village. With respect to Parcel A, which has historically contained a single family home that was bequeathed to the University by the astronomer, Edward E. Barnard, in 1924, the rezoning to SF-2 will align the zoning with the parcel's historical residential use. The University understands that in connection with its applications for Zoning Map Amendment, conforming amendments to the Future Land Use Map must also be requested to facilitate ongoing consistency between the Future Land Use Map and Village amendments to the Zoning Map.

Accordingly, the University respectfully petitions the Village of Williams Bay to consider and approve the above-described amendments to the Future Land Use Map contained in the Village of Williams Bay Comprehensive Plan.

UNIVERSITY OF CHICAGO, as Owner

By: _____



Nicholas A. Egert, as Agent.

Date: March 11, 2020

EXHIBIT A

Legal Description

Lakefront Parcel:

Part of Blocks A and Part of Block C of Assessor's Subdivision, being a part of the SE 1/4 of the SW 1/4 of Section 1 and the NW 1/4 of Section 12, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Parcel A/415 Grand View:

All of Lots 53 through 55, part of Lot 56, all of Lots 65 through 68 of Grand Terrace, a subdivision at Lake Geneva, Wisconsin, and land conveyed by Doc Nos. 167281 and 167282, being a part of the NW 1/4 of the SW 1/4, Section 1, T 1 N, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.

Rezone Application - Updated Narrative

Applicant: University of Chicago
Parcel: WAS 00001A
Exhibit A

APPLICATION NARRATIVE
(Updated as of October 8, 2020)

The University of Chicago, being the “Applicant” in this matter, respectfully requests the rezoning and the approval of the attached Certified Survey Map (labeled Exhibit A), for the property platted and described in the attached Certified Survey Map, which property is hereinafter referred to as “Lakefront Parcel.”

The Lakefront Parcel is currently zoned as “P&I”, Public and Institutional, under the Village of Williams Bay Zoning Ordinance. P&I zoning allows for multiple potentially unsuitable uses by right, including gyms, commercial swimming pools, community centers, churches, and convention centers. Even more intense uses, such as group homes, nursing homes, or hospitals are allowable with a conditional use permit under P&I zoning. The Applicant seeks to rezone the Lakefront Parcel from P&I to “SF-2”, Large Lot Residential. A zoning designation of SF-2 already abuts the Lakefront Parcel along its eastern border creating continuity within that area of the Village.

The proposed Certified Survey Map provides for an extremely low-density residential setting consisting of three single family lots. Each lot satisfies the SF-2 zoning requirements; Lot 1 and Lot 2 would each be 133 feet wide and 2.0 or more acres in size. Lot 3 would be 266 feet wide and contain 4.2 acres.

This application splits over 550 feet of lake frontage between the three single-family residential lots, with no lot having less than 133 feet of lake frontage. By comparison, the nearby residential lakefront lots on both Outing Street and Constance Boulevard average around 50 feet of lake frontage per lot.

As depicted on the Certified Survey Map and more fully described therein, a proposed pedestrian easement, running the length of Lot 3 would maintain walking access between the lakefront path along Geneva Lake and Constance Boulevard. Per the terms of the pedestrian easement, a copy of which has been made available to the Village, vehicular access would be prohibited from utilizing the easement. Said pedestrian easement is designated to the benefit of Yerkes Future Foundation, Inc. (hereinafter YFF) and is assignable directly to the Village following receipt of the University’s requested approvals.

While any further subdivision would require additional applications to, and approvals from, the Village, the Applicant has included a prohibition against further subdivision of the newly created lots in the Certified Survey Map so as to maintain the low-density residential setting. Further, the proposed Subdivider Agreement with the Village includes a deed restriction that expressly prohibits development of any more than one single family residence per lot. The CSM includes the topography of the parcel and demonstrates that notwithstanding steep slopes that exist on portions of the parcel, there remains ample, buildable land (i.e., less than 12% grade) for the placement of a single-family home on each lot. Exact homesites and building plans would be subject to future review and approval by the Village and future parcel owners.

Midwest Archeological Research Services also conducted a Phase I archaeological reconnaissance survey in September 2020 and did not find any cultural material, prehistoric deposits or human remains in the surveyed area. The University acknowledges that the parcel is designated as Primary Environmental Corridor in the Future Land Use Map of the Village Comprehensive Plan. Although this designation does not come with any restrictions on development of the parcel, the University has consulted with SEWRPC regarding its proposal, and notes no objections (formal or informal) to the proposed rezoning and subdivision as described herein were raised. The University further notes that the Future Land Use Map PEC designation extends to several SF-2 properties in the vicinity of the parcel.

The pending application is also favorable to the Williams Bay community as it forecloses the possibility of future commercialization on this portion of the lakefront. The creation of three single family residential lots represents the best feasible use of the Lakefront Parcel, and benefits the neighboring Yerkes Observatory campus, with a portion of the proceeds from lakefront parcel sales directed to YFF. Rezoning the parcel to provide for low density residential use will also help ensure the lakefront property's natural beauty will be maintained and preserved by its owners for generations to come.

Certified Survey Map and Site Assessment Checklist

CERTIFIED SURVEY MAP NO.

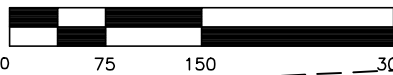
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

SEE SHEET 2 FOR TOPO DETAIL
SEE SHEET 3 FOR SETBACK AND EASEMENT DETAIL
SEE SHEET 4 FOR CURVE TABLE

SCALE: 1" = 150'



NOTE: NO FURTHER LAND DIVISION ALLOWED WITHOUT APPROVAL OF THE VILLAGE OF WILLIAMS BAY.

UTILITY ACCESS AND DRAINAGE EASEMENT

ZONING CLASS: P&I

BLOCK C
ASSESSOR'S
SUBDIVISION

BLOCK A
ASSESSOR'S
SUBDIVISION

CONSTANCE BLVD.

50.00' R/W
BY USAGE

LOT 1
TO ORDINARY
HIGH WATER
MARK
96,873 S.F.
2.22 AC.
TO MEANDER
LINE
94,267 S.F.
2.16 AC.

LOT 2
TO ORDINARY
HIGH WATER
MARK
86,622 S.F.
1.99 AC.
TO MEANDER
LINE
83,727 S.F.
1.92 AC.

LOT 3
TO ORDINARY
HIGH WATER
MARK
196,303 S.F.
4.51 AC.
TO MEANDER
LINE
194,022 S.F.
4.46 AC.

OUTLOT 1
CSM #4038
ZONING
CLASS: SF-2

ZONING
CLASS: SF-2

FND CONC MON
W/ALUM CAP
S 1/4 CORNER
SEC 1-1-16
ELEV.=874.63

LOT 3
CSM #4038
ZONING
CLASS: SF-2

FRONTAGE
137 LF

FRONTAGE
135 LF

FRONTAGE
286 LF

569°00'14"W
284.05'

S81°38'12"W
136.27'

S79°03'22"W
135.25'

GENEVA LAKE

PUMP HOUSE
0.3' EAST



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

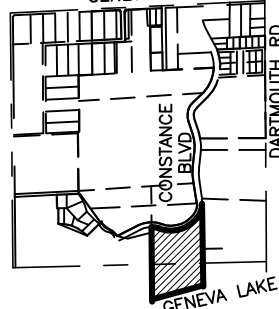
LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT

ANY LAND BELOW THE ORDINARY HIGH WATERMARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION

LOCATION MAP

SW. 1/4 SEC. 01-T01N-R16E
GENEVA ST.



1"=2000'

PER FEMA PANEL 55127C0308D, EFFECTIVE 10-2-2009 SITE IS IN ZONE X-AREA OF MINIMAL FLOOD HAZARD. PER THE FIS 55127CV000B REVISED 9-3-14, STILLWATER ELEVATION OF GENEVA LAKE IS 865.3 (ADJUSTED TO NGVD29). THE ESTABLISHED ORDINARY HIGH WATER MARK (OHWM) OF GENEVA LAKE IS 865.3.

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 01-01-16 AS N88°39'43"E, VERTICAL DATUM NGVD 29.

PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 1 OF 6

CERTIFIED SURVEY MAP NO.

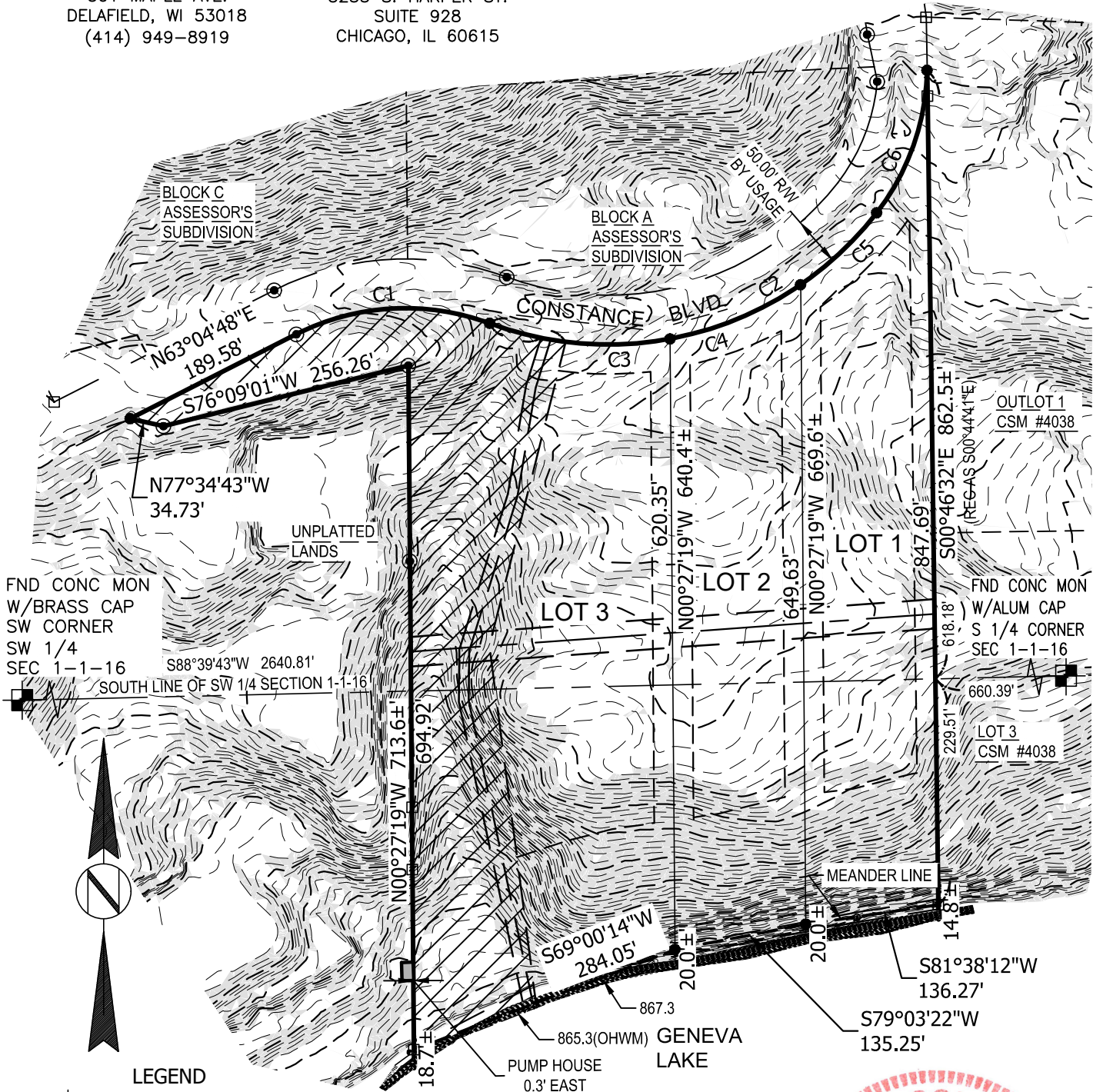
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OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:

KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:

UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615



LEGEND

— CONC. MON. W/ BRASS CAP FND.

— 1" IRON PIPE FOUND
(UNLESS OTHERWISE STATED)

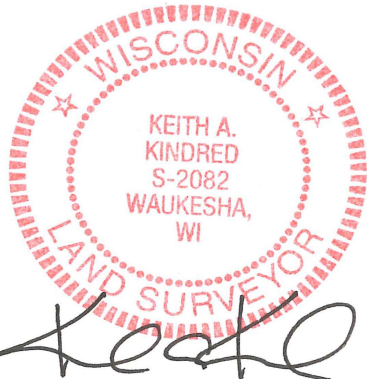
— 11/16" REBAR SET, 18" LONG,
WT. = 1.13 LBS./LIN. FT.

— FOUND CONCRETE MONUMENT

— AREAS OF SLOPES > 12%

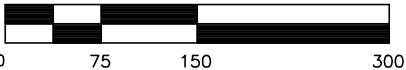
— UTILITY ACCESS AND DRAINAGE EASEMENT

NOTE: ALL LOTS SUBJECT TO 30'
WATERMAIN EASEMENT. LOCATION CAN
BE MODIFIED BY OWNER AS APPROVED BY
THE VILLAGE OF WILLIAMS BAY.



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www.sehinc.com

SCALE: 1" = 150'



PROJECT NO. UOFCH-#147585

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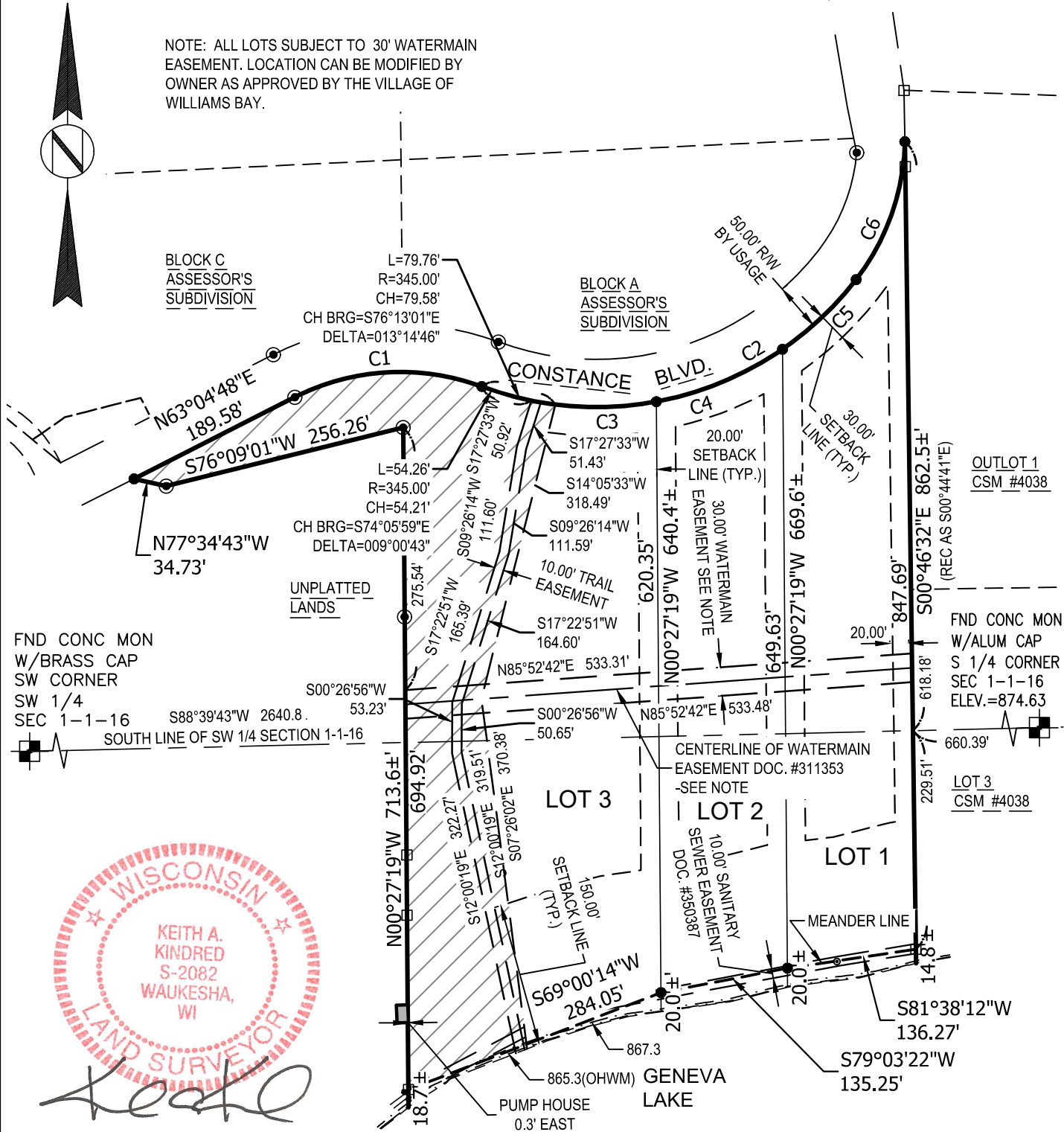
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REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SHEET 2 OF 6

CERTIFIED SURVEY MAP NO.

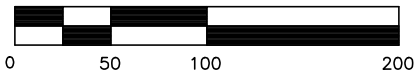
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

NOTE: ALL LOTS SUBJECT TO 30' WATERMAIN EASEMENT. LOCATION CAN BE MODIFIED BY OWNER AS APPROVED BY THE VILLAGE OF WILLIAMS BAY.



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SCALE: 1" = 100'



LEGEND

- CONC. MON. W/ BRASS CAP FND.
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- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT
- UTILITY ACCESS AND DRAINAGE EASEMENT

SURVEYOR:
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SEH, INC.
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PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 6

University of Chicago May 14 Letter Attachments - Pg 10

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

That I have made such survey, land division and Certified Survey Map by the direction of the University of Chicago owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Williams Bay and Walworth County in surveying, dividing and mapping the same.

Dated this 2nd day of December, 2019.
Revised this 18th day of February, 2020.
Revised this 11th day of March, 2020.
Revised this 7th day of July, 2020.
Revised this 10th day of August, 2020.
Revised this 17th day of August, 2020.
Revised this 7th day of October, 2020.



Keith A Kindred, PLS 2082



Curve Table							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	245.00	47°17'24"	202.21	196.52	N86°45'40"E	S69°35'38"E	N63°06'58"E
C2	345.00	72°40'36"	437.61	408.86	N74°04'04"E	S69°35'38"E	N37°43'46"E
C3	345.00	30°55'20"	186.20	183.94	S85°03'18"E	S69°35'38"E	N79°29'02"E
C4	345.00	24°00'28"	144.55	143.51	N67°28'48"E	N79°29'02"E	N55°28'33"E
C5	345.00	17°44'48"	106.86	106.43	N46°36'10"E	N55°28'33"E	N37°43'46"E
C6	245.00	36°30'21"	156.10	153.47	N19°28'35"E	N37°43'46"E	N01°13'24"E

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

As owner, University of Chicago, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1) VILLAGE OF WILLIAMS BAY

Date: _____ Signed: _____
_____ Member

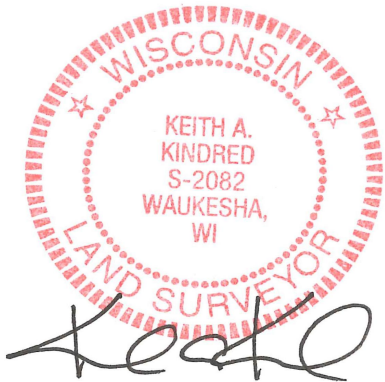
STATE OF _____)
_____ COUNTY) SS

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

Notary Public

_____ County, Wisconsin

My Commission Expires _____



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
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DATED THIS 2ND DAY OF DECEMBER, 2019



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DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
William Duncan, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

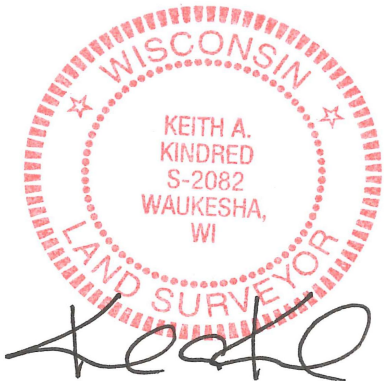
APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Williams Duncan, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

APPENDIX E: SITE ASSESSMENT CHECKLIST

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(A) Land Resources. Does the project site involve any of the following:		
(1) Changes in relief and drainage patterns (Attach a topographical map showing, at a minimum, 2-foot contour intervals)	X	
(2) A landform or topographical feature including perennial streams		X
(3) A floodplain (If "yes," attach 2 copies of the 100-year floodplain limits.)	X	
(4) An area of soil instability (greater than 18% slopes and/or hydric of alluvial soils), as depicted in the applicable County Soils Survey	X (as to slopes, nonhydric)	
(5) An area of bedrock within six feet of the soil surface as depicted in the County Soils Survey or a more detailed source		X
(6) An area with groundwater table within five feet of the soil surface as described in the County Soils Survey or a more detailed source		X
(7) Areas of existing fill or grading		X
(8) An area with fractured bedrock within 10 feet of the soil surface as depicted in the County Soils Survey		X
(9) Prevention of future gravel extraction		X
(10) A drainageway with a tributary area of five or more acres		X
(11) Lot coverage of more than 50% impermeable surfaces		X
(12) Prime agricultural lands as depicted in the applicable County Soils Survey or adopted farmland preservation plans		X
(13) Wetlands as depicted on WisDNR wetland inventory maps or more detailed sources		X
(14) Environmental corridors, as mapped by the Village, County, or SEWRPC	X	
(B) Water Resources. Does the project site involve any of the following:		
(1) Location in an area traversed by a navigable stream, intermittent stream, or dry run		X
(2) Impact on the capacity of a stormwater storage system or flow of a waterway within one mile	To be determined in association with development by subsequent landowner	
(3) Existing drainage tile		X
(4) Lowering of water table by pumping or drainage		X
(5) Raising of water table by altered drainage		X
(6) Frontage on a lake, river, stream, or other navigable waterway	X	
(7) The use of septic systems for on-site waste disposal		X
(8) Existence or use of private wells		X
(C) Biological Resources. Does the project site involve any of the following:		
(1) Critical habitat for plants and animals of community interest or per WisDNR inventory:	To be determined in association with development by subsequent landowner	
(2) Endangered or rare plant or animal species per the WisDNR Wisconsin Natural Heritage Inventory:	same as above	
(3) Trees with a diameter of six or more inches at breast height outside of "mature woodlands" as defined in the subdivision ordinance (if yes, all trees of such size must be mapped)	X	
(4) Removal of over 40% of the trees on the site within a "mature woodland" as defined in the subdivision ordinance.		X

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(D) Human and Scientific Interest per State Historical Society Inventory. Does the project site involve any of the following:		
(1) An area of archeological interest included on the Wisconsin Archeological Site Inventory:		X
(2) An area of historical interest, including historic buildings or monuments listed on the State or National Register of Historic Places		X
(E) Energy, Transportation, Communications, and Community Facilities:		
(1) Would the development increase traffic flow on any arterial or collector street by more than 10% based upon the most recent traffic counts and trip generation rates provided by the Institute of Transportation Engineers?		X
(2) Is the land traversed by an existing or planned transportation facility, as shown on the Village's Official Map or in its Comprehensive Plan?		X
(3) Is the land identified on the Village's Official Map or in its Comprehensive Plan for new or expanded community facilities?		X
(4) Is the land within a highway noise impacted area (within 500 feet of an interstate or state or federal highway)?		X
(5) Is the land traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?		X
(F) Population:		
(1) Which public school service areas (elementary, middle, and high) are affected by the proposed development, and what are those schools' available capacities?: To be provided in association with development by subsequent landowner	Elementary: _____ Capacity: _____ Middle: _____ Capacity: _____ High: _____ Capacity: _____	
NOTES: 1. "Yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development. 2. The Plan Commission may waive the filing of a site assessment checklist for subdivisions of less than 5 acres total area.		

SUBDIVIDER AGREEMENT FOR FUTURE IMPROVEMENTS TO VILLAGE UTILITIES

THIS SUBDIVIDER AGREEMENT (the “Agreement”) is made as of this _____ day of _____, 2021, by and between the University of Chicago (the “Owner”) and the Village of Williams Bay (the “Village”) with reference to the following.

RECITALS

- A. Owner holds title to certain real property located in the Village, more particularly described on the attached Exhibit A (the “Property”);
- B. This Agreement is entered into as a Village requirement related to the Property being rezoned to reflect a large lot residential use (SF-2) and subdivided into three separate lots by way of CSM (each a “Lot”);
- C. Upon receipt of the foregoing rezone and subdivision approvals, the Owner intends to sell each Lot to a successor in interest restricted to construction of one (1) single family residence per Lot, which restriction shall be endorsed on any and all deeds conveying any Lot.
- D. Village water and sanitary sewer lines are presently on site at the Property and will allow for service to the Property, as depicted on Exhibit B;
- E. The Village has determined that certain improvements and enhancements to infrastructure, including replacement of the existing water main and rehabilitation of the sanitary sewer line, each as depicted on Exhibit B and as described on Exhibit C are or will be required in the near future to accommodate service needs at the Property (the “Water Main and Sanitary Sewer Improvements” or “Improvements”); and
- F. The Village requires the Owner to enter into this Agreement to ensure that the Water Main and Sanitary Sewer Improvements shall be implemented and constructed as part of development of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and exhibits referenced therein are hereby incorporated into and made a binding part of this Agreement.

2. Improvements to be Constructed. No sooner than sixty (60) days following the execution of this Agreement and in no event later than the Permit Issuance Date (as defined below), the Village shall direct its Village engineer and administrator to prepare the plans and specifications for the Water Main and Sanitary Sewer Improvements work and the form of contract and bond with sureties as is necessary to bid out one or more contracts in accordance with Sec.61.54 and 62.15 Wis. Stats (each “a Contract”). Upon development of the Property by any Owner, and not later than the date upon which the Village issues a building permit to initiate the construction of a single-family residence as described in Ordinance Section 15.07 on any Lot on the Property (“Permit Issuance Date”), the Village shall cause to be constructed the Water Main and Sanitary Sewer Main Improvements. The Village shall cause the planning, design and construction of the Improvements with due diligence and cause completion of the Improvements within nine (9) months from the issuance of the above-described building permit, subject to weather conditions and other factors outside the control of the Village.
3. Cost of Improvements. Upon completion of the Water Main and Sanitary Sewer Main Improvements, the Village shall invoice Owner for the direct third-party costs incurred by the Village for the work performed to construct the Improvements (“Special Charge”). The Special Charge will be allocated in equal amounts to each Lot. Owner shall, within thirty (30) days of receipt of the invoice, pay to Village the full amount of the Special Charge. If any such Owner does not pay the invoice within thirty (30) days of receipt of same, the Village is authorized to file a lien against the Lot(s) of such Owner for the unpaid amount of the invoice as a special charge pursuant to Wis. Stat. Sec. 66.0627 and no occupancy permit shall be issued to such Owner until the invoice is paid in full.
4. Approval by the Village. All work required under this Agreement shall be subject to inspection by the Village and its engineers and shall not be deemed complete nor accepted until the Village has reasonably determined that the work has been completed in a satisfactory manner.
5. Sanitary Sewer Main Easement. Upon the written request of the Village, Owner agrees to grant the Village a sanitary sewer main easement thirty (30) feet in width in the approximate location of the current ten (10) foot wide Easement for Sewer Main shown on Exhibit B. The legal description for the easement will be provided by the Village and the Village will prepare the easement for recording with the Walworth County Register of Deeds. Upon the granting of the easement, the Village and Owner agree to vacate the current Easement for Sewer Main recorded in the Walworth County Register of Deeds in Vol. 282, Page 485 as Doc #350387.
6. Tree Removal. Tree removal on any Lot shall be in accordance with applicable Village ordinances pertaining to the selective cutting of trees. As of the date of this Agreement, selective cutting, as described in Village Ordinance 18.0307 (D), is

limited to not more than thirty percent (30%) of the woodlands on the Lot as shown on the applicable tree survey for the Property, which is attached hereto as Exhibit D. The foregoing tree removal restrictions do not include tree removal caused or required by the Village for utility or easement purposes.

7. Owner's Warranty. The undersigned warrants to Village that Owner is the fee simple titleholder to the Property, the Property is not subject to any leases, and the signatory is fully authorized to execute this Agreement on behalf of the Owner.
8. Agreement Binding on Successors in Interest. The provisions of this Agreement are for the benefit of the Property as subdivided into Lots. For this reason, the terms of this Agreement shall bind successors in interest of the Owner and any burden imposed by such terms shall run with the Property, on a Lot-by-Lot basis. Upon the transfer of ownership of a given Lot to a successor in interest, the transferor of such Lot shall cease to have any liability under this Agreement.
9. Recordation. Upon execution, at the election of either the Village or the Owner, this Agreement may be recorded with the Register of Deeds for Walworth County.
10. Notices. All notices given pursuant to this Agreement shall be by personal service or sent by certified or registered mail, return receipt requested, with delivery restricted to addressee only. The date of delivery on the return receipt shall be conclusive upon all parties to this Agreement. All other notices, demands, requests, consents, approvals or communications that either party desires or is required by this Agreement to give to the other shall be in writing and either served personally or sent by prepaid, first-class mail. Notice mailed in this manner shall be conclusively deemed communicated within forty-eight (48) hours from time of mailing. Either party may change its address by notifying the other party in writing. Until notification of such change has been received, all notices sent under this Paragraph shall be addressed as follows:

Owner: University of Chicago
5801 S. Ellis Avenue, Suite 619
Chicago, IL 60637
Attn: Vice President and General Counsel

With a copy to:

Attorney Nicholas A. Egert
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Village: Village of Williams Bay
c/o Village Administrator
P.O. Box 580
Williams Bay, WI 53191

With a copy to:

Attorney Mark Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

11. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Wisconsin.
12. Severability. If any part, term, or provision of this Agreement is held by any court to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
13. Modification. This Agreement may be modified or amended only with the prior written consent of the parties. Such modifications and amendments shall be executed with the same formality as this Agreement, shall be recorded, and shall be interpreted as provided in this Agreement.
14. Release of Obligation. In the event this Agreement is recorded and upon performance of Owner's obligations under Section 3 of this Agreement, Village shall, if requested by Owner, execute, acknowledge and deliver a quitclaim deed, or like written recordable document, to Owner within thirty (30) days after performance and to execute, acknowledge and deliver any other documents required by any title company to remove any cloud of title or exception to title coverage on the applicable Lot arising from this Agreement.
15. Effective Date. This Agreement shall become effective on the date of execution, which shall be deemed to be the date first written above.

IN WITNESS WHEREOF, the parties have executed this Subdivider Agreement as of the date first written above.

University of Chicago:

By: _____
Tracy G. McCabe, Associate Vice President

Village of Williams Bay:

By: _____
William Duncan, President

ATTEST:

Jackelyn Pankau, Village Clerk

Exhibit A
Legal Description of Property

Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

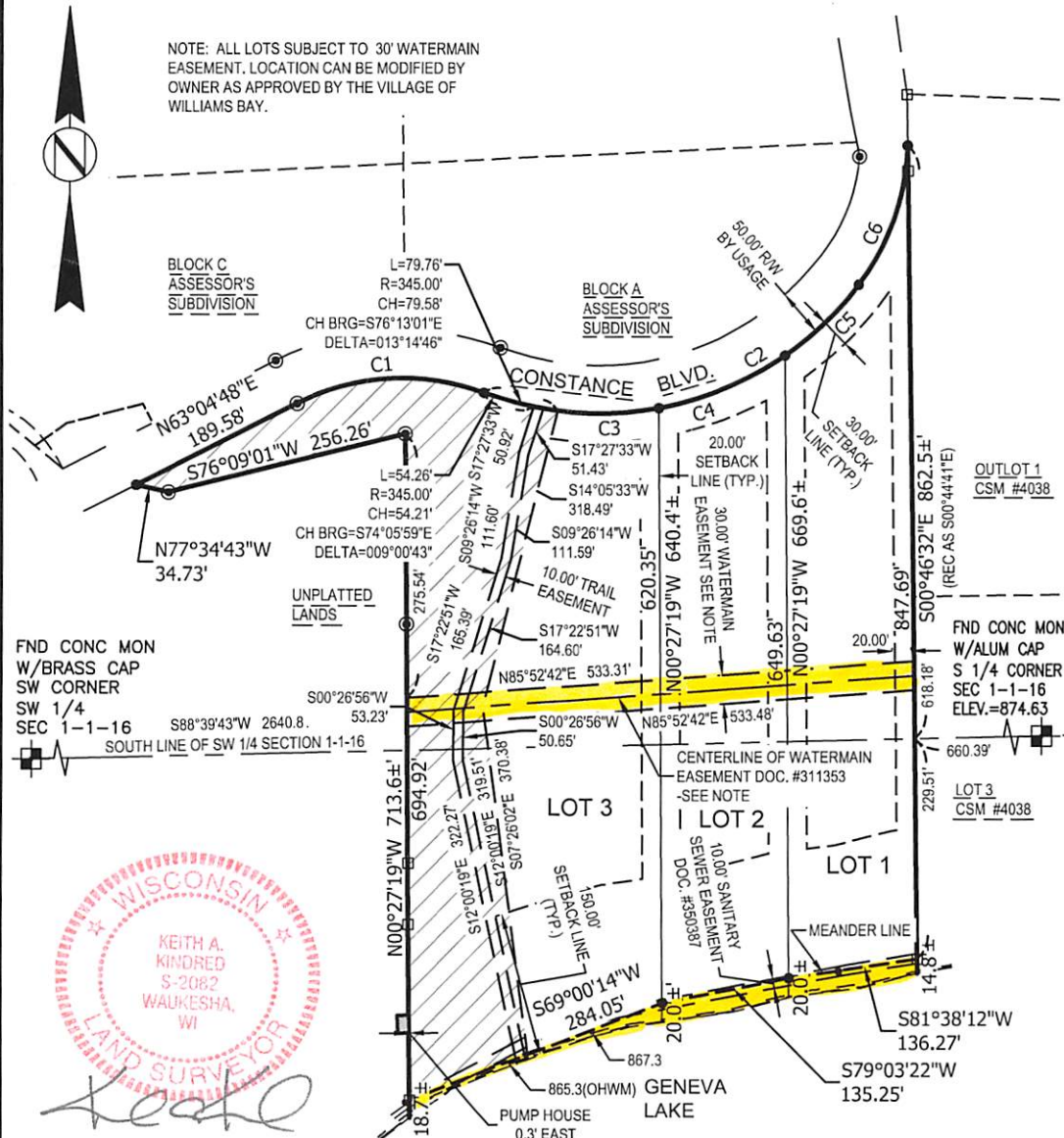
Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

EXHIBIT B

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



WISCONSIN
KEITH A. KINDRED
S-2082
WAUKESHA, WI
LAND SURVEYOR

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com
PROJECT NO. UOFCH-#147585

SURVEYOR:
KEITH A. KINDRED,
PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
SURVEY FOR:
UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 3 OF 6

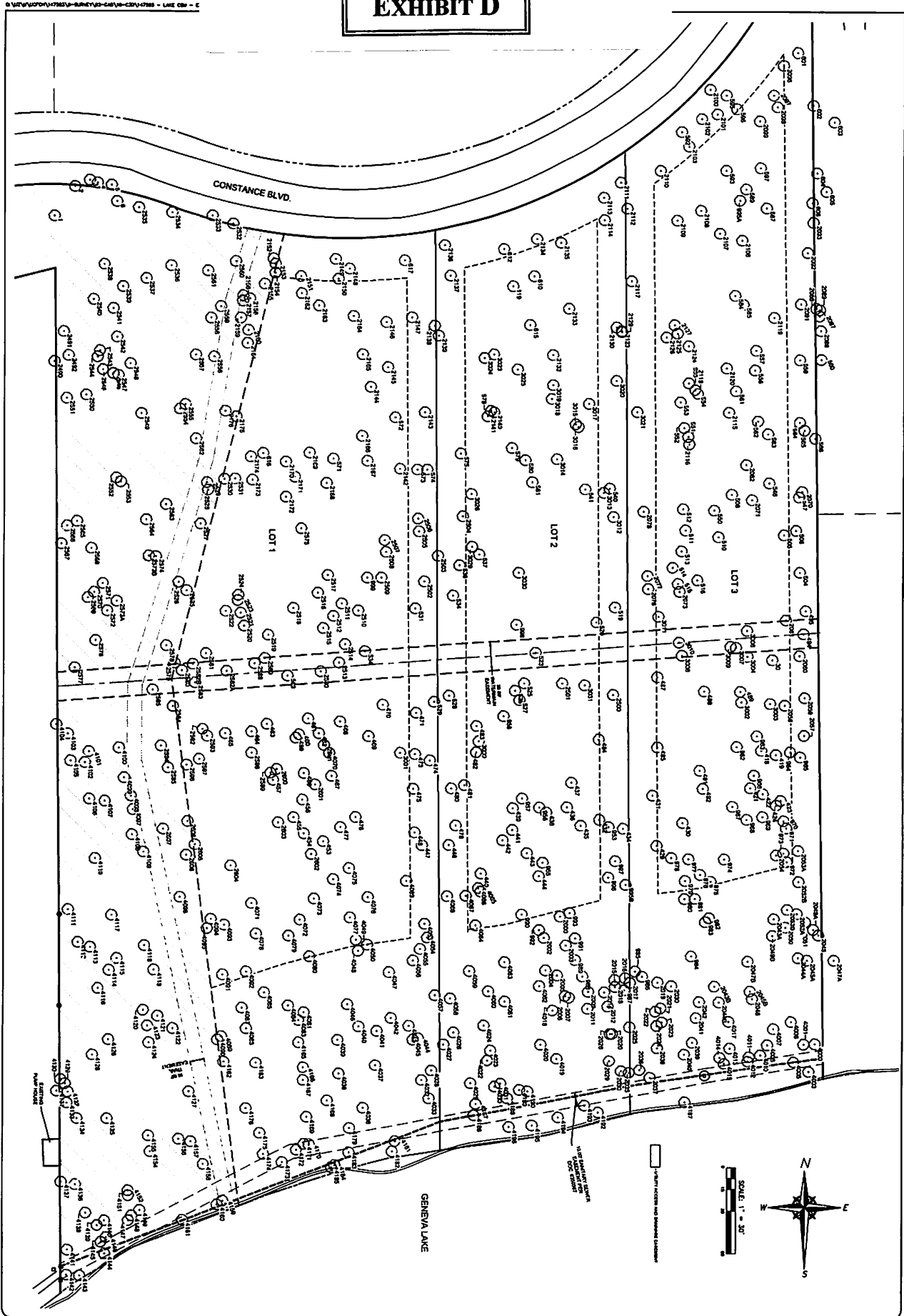
Exhibit C

As to the sanitary sewer main improvements, required construction entails first televising the existing sewer main to determine the scope of necessary construction improvements.

1. If the pipe does not have too many offset joints and/or other protrusions that would prevent the installation of a structural liner: Bypass pump, fix the pipe, and install a structural liner to restore the structural integrity of the pipe.
2. If the pipe has too many offset joints and protrusions to make the installation of the structural liner the lowest cost option: Bypass pump during the connections, install a new pipe within the same easement and abandon the existing pipe.

As to the water main improvements, required construction entails locating the existing water main, clearing trees from the easement area (solely to the extent necessary in the event horizontal directional boring is not feasible), and installing a new water main, and restoration of the project site.

EXHIBIT D



2

SHEET

TREE EXHIBIT



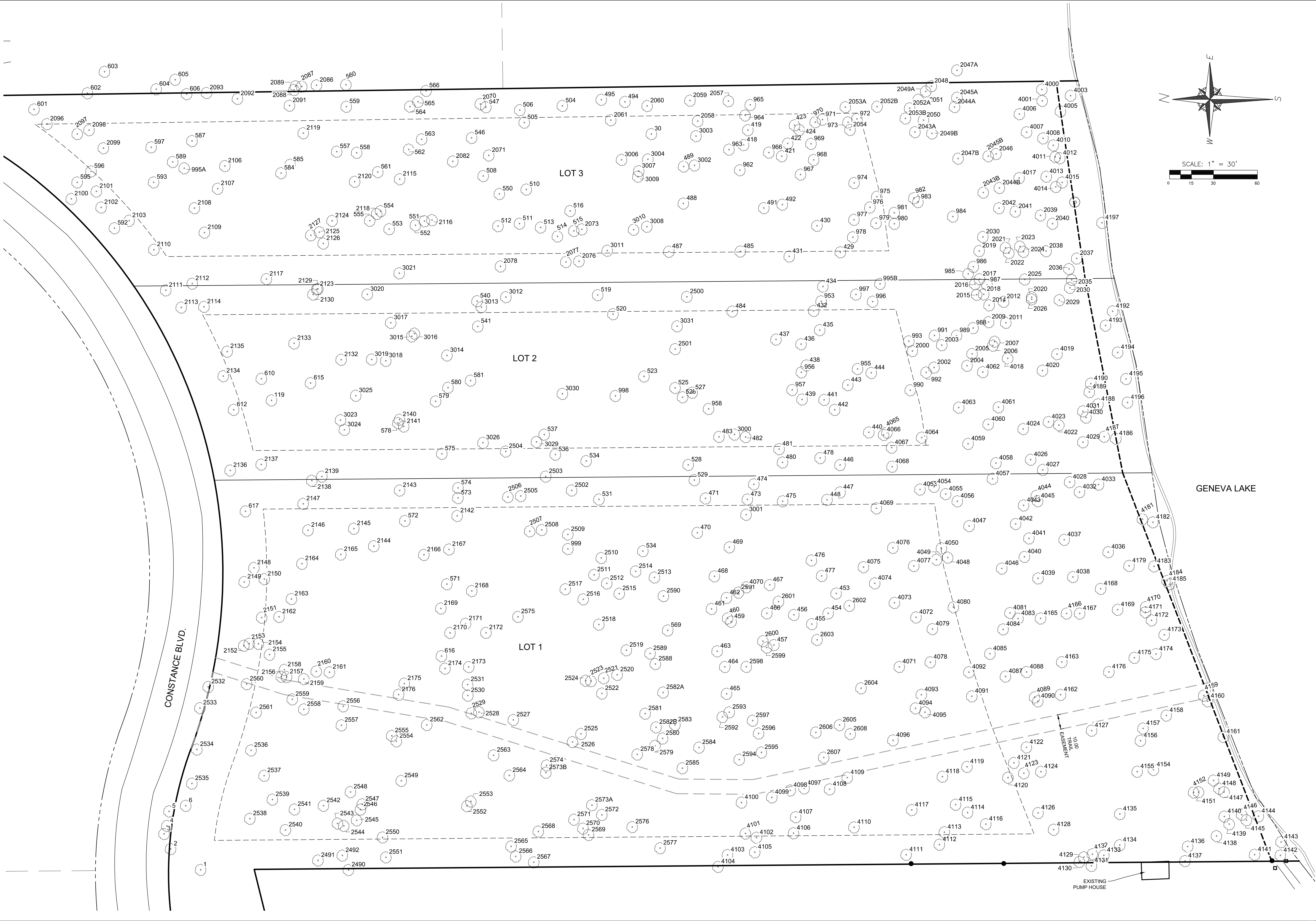
PHONE: 414.949.8882
201 MAPLE AVENUE
SCANDIA, WI 53081-8331
WWW.SEHINC.COM

SEH FILE NO: 17059
PROJECT NO: 17059
ISSUE DATE: 7/2/2020
DESIGNED BY: DW
CHECKED BY:

NO	BY	DATE	REVISIONS
1	dw	7-4-2020	duplicate tag numbers resolved
2	dw	8-10-2020	added assessments

Tree Survey

G:\NZA\UOFCH\147585\9-SURVEY\92-CAD\10-C3D\147585 - LAKE CSM - EXHIBIT 2018.DWG



REVISIONS		duplicate tag numbers resolved	
NO.	BY	DATE	
1	dw	7-6-2020	

UOFCH	SEH FILE NO.
147585	147585
ISSUE DATE	PROJECT NO.
7/2/2020	147585
DRAWN BY:	DESIGNED BY:
DW	---
CHECKED BY:	
KAK	



PHONE: 414.848.8882
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

TREE EXHIBIT

Location			Tree Number	Species	Common Name	Circumference	dBh	Notes
85563	210530.2	2389218	946.688	1	Quercus alba	White Oak	63	20
85558	210550.7	2389232	941.953	2	Quercus alba	White Oak	44	14
85559	210555.2	2389242	941.488	3	Acer rubrum	Red Maple	45	14
85560	210553.3	2389248	941.462	4	Juglans nigra	Black Walnut	19	6
85561	210551.8	2389258	941.086	5	Fraxinus pennsylvanica	Green Ash	32	10
85696	210159.4	2389713	920.527	418	Quercus alba	White Oak	43	14
85695	210156.5	2389723	919.98	419	Quercus alba	White Oak	68	22
85688	210133.4	2389705	920.03	421	Quercus rubra	Red Oak	57	18
85689	210129.3	2389714	919.461	422	Quercus rubra	Red Oak	65	21
85691	210124.6	2389726	918.602	423	Quercus rubra	Red Oak	53	17
85690	210121.3	2389723	918.673	424	Quercus rubra	Red Oak	58	18
86141	210076.8	2389462	923.153	448	Quercus alba	White Oak	48	15
85609	210093.3	2389639	921.264	429	Carya ovata	Shagbark Hickory	39	12
85685	210109.3	2389657	920.995	430	Quercus alba	White Oak	80	25
85608	210128.2	2389637	922.662	431	Quercus rubra	Red Oak	68	22
85606	210111.5	2389599	923.257	432	Quercus alba	White Oak	61	19
85607	210105.2	2389616	922.616	434	Carya ovata	Shagbark Hickory	52	17
85605	210107.4	2389586	923.996	435	Carya ovata	Shagbark Hickory	61	19
85604	210120.2	2389577	924.637	436	Quercus macrocarpa	Burr Oak	65	21
85603	210137.3	2389580	924.855	437	Quercus alba	White Oak	91	29
85638	210116.5	2389562	924.667	438	Quercus macrocarpa	Burr Oak	80	25
85637	210119.5	2389539	925.05	439	Quercus rubra	Red Oak	89	28
85632	210073.9	2389516	922.298	440	Quercus rubra	Red Oak	57	18
85636	210104.4	2389539	924.488	441	Quercus alba	White Oak	37	12
85635	210097.2	2389532	924.145	442	Quercus rubra	Red Oak	86	27
85634	210088.2	2389549	923.777	443	Quercus rubra	Red Oak	65	21
85633	210072.2	2389557	923.034	444	Quercus alba	White Oak	115	37
85631	210093.5	2389494	923.919	446	Quercus rubra	Red Oak	62	20
85622	210093.5	2389475	923.481	447	Quercus alba	White Oak	65	21
85623	210102.4	2389470	922.436	448	Quercus alba	White Oak	64	20
85619	210096.2	2389406	919.642	453	Quercus rubra	Red Oak	65	21
85618	210101.7	2389393	919.564	454	Quercus rubra	Red Oak	59	19
85617	210112.8	2389385	920.457	455	Quercus rubra	Red Oak	58	18
85616	210125.1	2389392	922.71	456	Quercus rubra	Red Oak	59	19
85646	210138.7	2389371	924.19	457	Quercus alba	White Oak	64	20
85651	210167.9	2389387	924.423	459	Quercus rubra	Red Oak	58	18
85650	210170.3	2389389	924.218	460	Quercus alba	White Oak	35	11
85649	210181.3	2389396	923.028	461	Quercus alba	White Oak	51	16
85648	210171.1	2389403	923.726	462	Quercus rubra	Red Oak	66	21
85643	210177.5	2389367	922.913	463	Quercus rubra	Red Oak	61	19
85644	210172.2	2389356	922.428	464	Quercus rubra	Red Oak	54	17
85645	210171	2389338	919.41	465	Quercus rubra	Red Oak	53	17
85647	210143.5	2389393	923.972	466	Quercus rubra	Red Oak	82	26
85615	210141.6	2389412	923.147	467	Quercus rubra	Red Oak	58	18
85614	210179.3	2389418	923.47	468	Quercus alba	White Oak	42	13
85613	210169.1	2389438	924.006	469	Quercus macrocarpa	Burr Oak	75	24
85639	210191	2389448	923.386	470	Quercus alba	White Oak	57	18
85612	210185.5	2389471	924.428	471	Carya ovata	Shagbark Hickory	46	15
85625	210156.8	2389471	924.513	473	Quercus macrocarpa	Burr Oak	65	21
85626	210152.4	2389481	924.668	474	Quercus macrocarpa	Burr Oak	65	21
85624	210132.7	2389469	922.403	475	Quercus macrocarpa	Burr Oak	85	27
85621	210113.1	2389429	921.676	476	Quercus rubra	Red Oak	54	17
85620	210106.1	2389418	920.876	477	Quercus rubra	Red Oak	62	20
85630	210107.1	2389499	924.256	478	Quercus rubra	Red Oak	65	21
85629	210132.8	2389496	924.776	480	Quercus macrocarpa	Burr Oak	69	22
85628	210135.1	2389505	925.263	481	Quercus macrocarpa	Burr Oak	82	26
85627	210158	2389513	925.949	482	Quercus alba	White Oak	57	18
85983	210176.2	2389513	925.963	483	Quercus rubra	Red Oak	64	20
85602	210167.1	2389599	924.496	484	Quercus alba	White Oak	66	21
85601	210161.7	2389640	923.636	485	Quercus rubra	Red Oak	82	26
85595	210210.4	2389640	925.085	487	Quercus rubra	Red Oak	89	28
86013	210200.4	2389698	924.392	489	Quercus macrocarpa	Burr Oak	85	27
85687	210145.6	2389670	922.11	491	Quercus rubra	Red Oak	84	27
85686	210132.9	2389672	922.032	492	Quercus rubra	Red Oak	72	23
85806	210240.5	2389742	924.726	494	Quercus rubra	Red Oak	87	28
85808	210256.6	2389744	923.846	495	Quercus alba	White Oak	63	20
85814	210283.2	2389739	921.46	504	Quercus rubra	Red Oak	49.5	16
85815	210309.2	2389728	921.189	505	Quercus rubra	Red Oak	72	23
85792	210312.3	2389736	921.14	506	Quercus rubra	Red Oak	72	23
85878	210337.2	2389691	924.143	508	Quercus rubra	Red Oak	45	14
85787	210307.8	2389682	924.944	510	Quercus rubra	Red Oak	69	22
85600	210312.4	2389659	926.564	511	Quercus rubra	Red Oak	74	24

85785	210327.2	2389657	926.728	512	Quercus rubra	Red Oak	90	29	
85599	210298	2389656	927.652	513	Quercus rubra	Red Oak	78	25	
85598	210286.5	2389650	928.148	514	Quercus rubra	Red Oak	54	17	
85597	210275.3	2389654	927.616	515	Quercus rubra	Red Oak	144	46	
85596	210277.8	2389668	926.277	516	Quercus rubra	Red Oak	120	38	
85589	210259	2389610	928.128	519	Quercus alba	White Oak	60	19	
85588	210248.6	2389597	927.82	520	Quercus alba	White Oak	114	36	
85590	210227.4	2389555	927.886	523	Quercus alba	White Oak	63	20	
85592	210206.2	2389547	927.578	525	Quercus rubra	Red Oak	79	25	
85593	210201.1	2389540	927.12	526	Quercus alba	White Oak	56	18	
85594	210194.5	2389544	927.259	527	Quercus alba	White Oak	60	19	
85610	210197.2	2389494	924.813	528	Quercus rubra	Red Oak	87	28	
85611	210193	2389484	924.338	529	Quercus alba	White Oak	66	21	
85573	210258.2	2389471	925.548	531	Quercus rubra	Red Oak	76	24	
85574	210266.9	2389497	928.436	534	Quercus alba	White Oak	84	27	
85882	210401.4	2389655	924.71	535	Quercus macrocarpa	Burr Oak	72	23	
85575	210288	2389501	930.24	536	Quercus alba	White Oak	65	21	
85576	210295.6	2389515	931.173	537	Quercus rubra	Red Oak	72	23	
85584	210340.9	2389589	927.294	541	Quercus alba	White Oak	56	18	
85789	210345.2	2389718	919.056	546	Quercus rubra	Red Oak	72	23	
85791	210335.4	2389739	918.177	547	Quercus rubra	Red Oak	84	27	
85784	210326.2	2389679	924.839	550	Quercus rubra	Red Oak	81	26	
85880	210377.3	2389661	927.471	551	Quercus rubra	Red Oak	108	34	
85906	210383.5	2389658	927.499	552	Quercus rubra	Red Oak	84	27	
85869	210414.7	2389661	922.096	555	Quercus rubra	Red Oak	108	34	
85873	210437.3	2389708	917.769	557	Juglans nigra	Black Walnut	43	14	
85874	210423.6	2389707	917.611	558	Quercus alba	White Oak	51	16	
85794	210431	2389754	915.592	560	Quercus rubra	Red Oak	68	22	
85875	210409.2	2389694	919.299	561	Quercus rubra	Red Oak	96	31	
85877	210388.1	2389710	917.965	562	Quercus rubra	Red Oak	76	24	
85779	210379.3	2389717	917.396	563	Quercus rubra	Red Oak	55.5	18	
85776	210387.3	2389739	914.799	564	Quercus alba	White Oak	50	16	
85777	210381.8	2389742	914.739	565	Quercus rubra	Red Oak	65	21	
85778	210376.2	2389750	914.023	566	Quercus rubra	Red Oak	82	26	
85640	210211.2	2389381	921.38	569	Quercus alba	White Oak	62	20	
85571	210362.1	2389413	933.07	571	Quercus rubra	Red Oak	72	23	
85570	210390.7	2389456	935.18	572	Quercus rubra	Red Oak	84	27	
85577	210354.5	2389472	933.78	573	Quercus alba	White Oak	67	21	
85578	210354.4	2389478	933.823	574	Quercus alba	White Oak	63	20	2 trunks
85579	210365.5	2389502	935.772	575	Quercus rubra	Red Oak	123	39	
85580	210395.5	2389523	934.772	2050	Tilia americana	Basswood	55	18	
85581	210369.7	2389538	935.131	579	Quercus alba	White Oak	54	17	
85583	210361.3	2389547	934.45	580	Carya ovata	Shagbark Hickory	36	11	
85582	210345.9	2389552	933.815	581	Quercus rubra	Red Oak	89	28	
85825	210475.3	2389693	918.884	584	Quercus rubra	Red Oak	27	9	
85826	210536.1	2389715	922.32	587	Quercus rubra	Red Oak	67	21	
85828	210549.3	2389701	924.055	589	Quercus rubra	Red Oak	75	24	
85838	210589.1	2389656	927.111	592	Quercus rubra	Red Oak	90	29	
505	210562.3	2389687	0	593	Quercus rubra	Red Oak	72	23	
85842	210614.5	2389687	928.331	595	Quercus alba	White Oak	75	24	
85843	210605	2389695	927.159	596	Quercus alba	White Oak	62	20	
85829	210564	2389711	923.979	597	Quercus alba	White Oak	156	50	
85848	210644	2389737	928.647	601	Quercus rubra	Red Oak	96	31	
85834	210607.5	2389748	926.9	602	Quercus rubra	Red Oak	99	32	
85835	210595.9	2389763	928.253	603	Quercus alba	White Oak	47	15	
85831	210560.6	2389751	926.452	604	Quercus rubra	Red Oak	72	23	2trunks
85832	210547.6	2389757	926.259	605	Quercus rubra	Red Oak	144	46	2trunks
85833	210539.8	2389747	925.155	606	Quercus rubra	Red Oak	79	25	
85899	210488.7	2389553	928.542	610	Quercus rubra	Red Oak	72	23	
85887	210507.7	2389532	930.3	612	Quercus rubra	Red Oak	98	31	
85897	210455.1	2389550	927.262	615	Quercus alba	White Oak	63	20	
85567	210365.7	2389364	926.72	616	Acer platanoides	Norway Maple	97	31	2 trunks
85708	210106.4	2389606	922.917	953	Tilia americana	Basswood	24	8	
85706	210081.6	2389560	923.357	955	Ulmus americana	American Elm	36	11	2trunks
85705	210119.9	2389557	924.968	956	Ulmus americana	American Elm	30	10	2trunks
85704	210126.2	2389545	925.364	957	Quercus alba	White Oak	46	15	
85703	210183.3	2389532	926.746	958	Quercus rubra	Red Oak	24	8	
85697	210169.4	2389710	921.327	963	Prunus serotina	Black Cherry	22	7	
85694	210158.3	2389733	919.037	964	Prunus serotina	Black Cherry	37	12	
85693	210154.8	2389740	918.38	965	Quercus macrocarpa	Burr Oak	62	20	
85692	210142.2	2389707	918.873	966	Quercus alba	White Oak	58	18	
85684	210120.5	2389693	919.988	967	Prunus serotina	Black Cherry	20	6	
85683	210111.5	2389703	919.853	968	Quercus rubra	Red Oak	60	19	

85682	210113.4	2389713	918.997	969	Quercus rubra	Red Oak	60	19	
85681	210110.5	2389728	917.787	970	Quercus rubra	Red Oak	84	27	
85680	210105.5	2389730	917.519	971	Acer platanoides	Norway Maple	22	7	
85679	210082	2389730	916.799	972	Quercus macrocarpa	Burr Oak	54	17	
85678	210088.1	2389728	916.915	973	Quercus alba	White Oak	51.5	16	
85677	210083.9	2389687	918.181	974	Quercus rubra	Red Oak	129	41	
85676	210068.4	2389677	917.026	975	Quercus alba	White Oak	82	26	Double trunk
85675	210073.1	2389670	917.81	976	Quercus rubra	Red Oak	72	23	Double trunks
85674	210084	2389662	919.626	977	Quercus alba	White Oak	55	18	
85673	210084.8	2389650	920.096	978	Tilia americana	Basswood	40	13	
85672	210068.9	2389659	917.801	979	Quercus rubra	Red Oak	58	18	
85671	210056.4	2389659	916.734	980	Quercus rubra	Red Oak	56	18	
85670	210056.5	2389666	916.293	981	Carya ovata	Shagbark Hickory	42	13	
85669	210043	2389676	914.512	982	Carya ovata	Shagbark Hickory	33	11	
85668	210040.3	2389674	914.436	983	Carya ovata	Shagbark Hickory	69	22	
85667	210016.5	2389664	911.098	984	Quercus alba	White Oak	58	18	
85666	210006	2389625	911.201	985	Ulmus americana	American Elm	23	7	
85665	210002.5	2389630	910.48	986	Quercus alba	White Oak	76	24	
85664	209993.1	2389617	907.908	987	Quercus alba	White Oak	42	13	
85663	210002.7	2389588	909.525	988	Quercus alba	White Oak	64	20	
85662	210014	2389582	912.582	989	Quercus rubra	Red Oak	48	15	Double trunk
85661	210045.6	2389545	917.154	990	Carya ovata	Shagbark Hickory	47	15	
85660	210029.1	2389583	915.282	991	Quercus rubra	Red Oak	29	9	
85659	210034.7	2389557	916.133	992	Quercus macrocarpa	Burr Oak	125	40	
85658	210046.6	2389579	919.155	993	Carya ovata	Shagbark Hickory	48	15	4trunks
85656	210066.2	2389618	920.366	995A	Carya ovata	Shagbark Hickory	128	41	
85827	210541.4	2389697	923.121	995B	Carya ovata	Shagbark Hickory	157	50	3 trunks
85655	210071.3	2389606	921.154	996	Quercus rubra	Red Oak	84	27	Double trunk
85654	210082.7	2389611	922.051	997	Carya ovata	Shagbark Hickory	47	15	
85587	210247	2389541	927.059	998	Quercus alba	White Oak	36	11	
85572	210279.4	2389437	928.763	999	Quercus rubra	Red Oak	84	27	
85711	210044.1	2389572	918.814	2000	Ulmus americana	American Elm	21	7	
85712	210029.3	2389561	915.047	2002	Ulmus americana	American Elm	38	12	
85713	210024.1	2389576	914.467	2003	Prunus serotina	Black Cherry	18	6	
85714	210006.8	2389562	910.322	2004	Ulmus americana	American Elm	19	6	
85716	210003.3	2389570	910.12	2005	Quercus alba	White Oak	43	14	
85717	209989.2	2389576	907.094	2006	Carya ovata	Shagbark Hickory	35	11	
85718	209988	2389578	907.017	2007	Quercus alba	White Oak	66	21	
85720	209992.1	2389592	907.275	2009	Ulmus americana	American Elm	21	7	
85722	209980.3	2389591	904.759	2011	Ulmus americana	American Elm	21.5	7	
85723	209991.7	2389603	907.203	2014	Ulmus americana	American Elm	51	16	
85724	210000.2	2389610	909.261	2015	Ulmus americana	American Elm	18	6	
85725	210001.5	2389618	909.398	2016	Ulmus americana	American Elm	20.5	7	
85726	209998.3	2389621	908.926	2017	Ulmus americana	American Elm	26.5	8	2trunks
504	209995.4	2389611	0	2018	Ulmus americana	American Elm	77	25	
85739	209998.5	2389640	909.271	2019	Carya ovata	Shagbark Hickory	35	11	
85728	209962.7	2389607	898.705	2020	Prunus serotina	Black Cherry	29	9	
85737	209980.5	2389643	905.141	2021	Populus grandidentata	Big Tooth Aspen	38	12	
85736	209978.3	2389639	904.313	2022	Ulmus americana	American Elm	20.5	7	3 trunk
85734	209968.3	2389640	900.742	2024	Populus grandidentata	Big Tooth Aspen	48	15	
85733	209967.4	2389621	899.554	2025	Quercus macrocarpa	Burr Oak	19	6	
503	209962.7	2389609	0	2026	Ulmus americana	American Elm	87	28	
85731	209943.7	2389607	892.387	2029	Quercus alba	White Oak	67	21	
85741	209935.3	2389621	884.915	2035	Ulmus americana	American Elm	33	11	
85743	209937.2	2389628	884.901	2036	Tilia americana	Basswood	114	36	
85744	209931.9	2389635	882.19	2037	Tilia americana	Basswood	62	20	2 trunks
85745	209952.8	2389640	894.265	2038	Populus grandidentata	Big Tooth Aspen	34	11	3trunks
85747	209956.6	2389665	892.37	2039	Populus grandidentata	Big Tooth Aspen	34	11	
85746	209948.4	2389659	888.965	2040	Populus grandidentata	Big Tooth Aspen	46	15	4trunks
85750	209973.8	2389667	899.293	2041	Carya ovata	Shagbark Hickory	120	38	
85751	209985	2389670	902.67	2042	Carya ovata	Shagbark Hickory	24	8	
85752	209995.7	2389680	904.387	2043	Tilia americana	Basswood	85	27	
85753	209984.7	2389683	901.267	2044B	Tilia americana	Basswood	45	14	
85766	210794.2	2391634	905.04	2044A	Ulmus americana	American Elm	54	17	2trunks
85754	209992.3	2389705	900.942	2045B	Tilia americana	Basswood	103	33	
85767	210792	2391640	904.983	2045A	Quercus macrocarpa	Burr Oak	34	11	
85755	209987	2389707	899.187	2046	Carya ovata	Shagbark Hickory	39	12	2trunks
85756	210012.9	2389703	906.695	2047B	Tilia americana	Basswood	132	42	4 turnks
85768	210013.7	2389764	903.892	2047A	Quercus rubra	Red Oak	65	21	
85764	210031.2	2389753	908.022	2048	Quercus rubra	Red Oak	57	18	
85765	211061.5	2391523	907.992	2049B	Quercus rubra	Red Oak	51	16	
85758	210030.8	2389721	910.499	2049A	Ulmus americana	American Elm	44	14	
85759	210036.5	2389730	911.056	2050	Tilia americana	Basswood	55	18	

85763	210040.2	2389744	910.639	2051	Quercus alba	White Oak	64	20	
85762	210046	2389738	911.629	2052A	Tilia americana	Basswood	31	10	2 trunks
85769	210068.3	2389739	914.221	2052B	Ulmus americana	American Elm	23	7	2trunks
85761	210048.9	2389731	911.635	2053B	Tilia americana	Basswood	24	8	
85770	210089.9	2389739	916.545	2053A	Acer platanoides	Norway Maple	35	11	
85802	210169.8	2389743	919.652	2057	Quercus alba	White Oak	55	18	
85803	210192.1	2389726	921.559	2058	Acer platanoides	Norway Maple	19	6	
85804	210195.8	2389744	922.196	2059	Juglans nigra	Black Walnut	37	12	
85807	210250.1	2389730	924.593	2061	Acer platanoides	Norway Maple	96	31	
85790	210339.2	2389741	916.927	2071	Acer platanoides	Norway Maple	39	12	
85920	210269.9	2389655	926.921	2073	Quercus alba	White Oak	48	15	
85919	210271.8	2389633	927.916	2076	Quercus alba	White Oak	46	15	
85918	210280.8	2389633	928.182	2077	Quercus alba	White Oak	50	16	
85917	210325.4	2389630	928.637	2078	Quercus alba	White Oak	96	31	
85780	210358	2389701	920.493	2082	Quercus rubra	Red Oak	65	21	
85793	210427.7	2389751	915.391	2085	Acer platanoides	Norway Maple	78	25	
85795	210451.1	2389753	916.119	2086	Juglans nigra	Black Walnut	56	18	
85796	210461.1	2389753	916.511	2087	Acer platanoides	Norway Maple	68	22	
85797	210465.4	2389753	916.287	2089	Acer platanoides	Norway Maple	29	9	2trunks
85799	210468	2389739	915.983	2091	Quercus rubra	Red Oak	103	33	
85817	210505.3	2389744	918.942	2092	Acer platanoides	Norway Maple	22	7	
85846	210614.5	2389720	926.824	2097	Tilia americana	Basswood	55	18	
85845	210606.4	2389723	926.235	2098	Acer platanoides	Norway Maple	27	9	2 trunks
85844	210596.6	2389711	926.086	2099	Quercus alba	White Oak	38	12	
85841	210618.5	2389676	929.104	2100	Acer platanoides	Norway Maple	47	15	2 trunks
85840	210601.4	2389681	926.964	2101	Acer platanoides	Norway Maple	20	6	
85839	210598.1	2389670	927.469	2102	Acer platanoides	Norway Maple	22	7	
85837	210579.1	2389661	926.707	2103	Acer platanoides	Norway Maple	39	12	
85821	210535	2389703	922.056	2105	Quercus rubra	Red Oak	90	29	
85819	210513.7	2389698	920.294	2106	Acer platanoides	Norway Maple	34	11	
85823	210533.6	2389669	924.044	2108	Quercus alba	White Oak	28	9	
85824	210526.2	2389654	923.997	2109	Acer platanoides	Norway Maple	42	13	
85852	210554	2389613	927.555	2111	Fraxinus pennsylvanica	Green Ash	34.5	11	
85853	210535.9	2389618	927.151	2112	Quercus rubra	Red Oak	104	33	
85851	210543.4	2389602	927.674	2113	Quercus alba	White Oak	104	33	
85876	210394.3	2389689	921.449	2115	Quercus rubra	Red Oak	78	25	
85879	210372.2	2389661	928.168	2116	Acer platanoides	Norway Maple	36	11	2trunks
85870	210410	2389666	922.4	2118	Acer platanoides	Norway Maple	22	7	
85872	210425	2389688	919.413	2120	Fraxinus pennsylvanica	Green Ash	21	7	
85868	210440.4	2389661	920.319	2124	Carya ovata	Shagbark Hickory	18	6	
85866	210449.1	2389653	920.83	2125	Quercus rubra	Red Oak	72	23	
85867	210446.5	2389645	921.002	2126	Juglans nigra	Black Walnut	22	7	
85865	210455	2389651	921.05	2127	Acer platanoides	Norway Maple	47	15	
85903	210450.1	2389614	922.959	2129	Fraxinus pennsylvanica	Green Ash	32	10	
85912	210434.2	2389566	925.864	2132	Acer platanoides	Norway Maple	43	14	
85900	210466.4	2389577	926.491	2133	Quercus alba	White Oak	62	20	
85885	210514.7	2389555	928.654	2134	Fraxinus pennsylvanica	Green Ash	36	11	
85886	210512.1	2389572	928.276	2135	Quercus alba	White Oak	61	19	
85889	210510	2389490	932.679	2136	Juglans nigra	Black Walnut	40	13	
85888	210488.8	2389494	931.745	2137	Juglans nigra	Black Walnut	23	7	
85892	210454.3	2389483	930.128	2138	Juglans nigra	Black Walnut	45	14	
85893	210447.4	2389486	929.341	2139	Carya ovata	Shagbark Hickory	36	11	
85924	210394.4	2389525	934.694	2140	Quercus rubra	Red Oak	110	35	
85923	210391.5	2389520	934.827	2141	Quercus rubra	Red Oak	77	25	
85933	210355	2389459	933.252	2142	Juglans nigra	Black Walnut	24	8	
85926	210394.3	2389477	934.239	2143	Juglans nigra	Black Walnut	35	11	
85930	210411.9	2389439	931.241	2144	Fraxinus pennsylvanica	Green Ash	22	7	
85935	210425.6	2389451	930.489	2145	Prunus serotina	Black Cherry	28	9	
85936	210456.9	2389450	931.624	2146	Prunus serotina	Black Cherry	25	8	
85891	210460.2	2389468	931.538	2147	Carya ovata	Shagbark Hickory	22	7	
85939	210493.7	2389424	936.105	2148	Fraxinus pennsylvanica	Green Ash	23	7	
85940	210500.4	2389414	936.687	2149	Prunus serotina	Black Cherry	30	10	
85941	210486.7	2389416	935.473	2150	Acer platanoides	Norway Maple	28	9	
85942	210488.5	2389390	936.3	2151	Gleditsia triacanthos	Honey Locust	55	18	
85943	210500.7	2389371	937.372	2152	Gleditsia triacanthos	Honey Locust	61	19	
85944	210497	2389372	937.03	2153	Gleditsia triacanthos	Honey Locust	63	20	
85945	210490.8	2389372	936.688	2154	Gleditsia triacanthos	Honey Locust	59	19	
85946	210483.2	2389365	936.215	2155	Gleditsia triacanthos	Honey Locust	64	20	
85949	210475.1	2389350	934.029	2156	Gleditsia triacanthos	Honey Locust	48	15	
85948	210471.5	2389349	934.017	2157	Gleditsia triacanthos	Honey Locust	39	12	
85947	210473	2389354	933.731	2158	Gleditsia triacanthos	Honey Locust	29	9	
85950	210459.7	2389348	929.577	2159	Gleditsia triacanthos	Honey Locust	47	15	
85951	210451.2	2389353	929.759	2160	Gleditsia triacanthos	Honey Locust	30	10	

85952	210442.2	2389353	929.014	2161	Populus deltoides	Cottonwood	105	33
85953	210476.7	2389390	935.079	2162	Prunus serotina	Black Cherry	33	11
85954	210468.2	2389403	934.2	2163	Fraxinus pennsylvanica	Green Ash	59	19
85938	210461	2389427	932.953	2164	Prunus serotina	Black Cherry	29	9
85937	210434.5	2389433	931.354	2165	Quercus alba	White Oak	28	9
85931	210377.7	2389433	935.213	2166	Fraxinus pennsylvanica	Green Ash	45	14
85932	210360.6	2389436	933.703	2167	Carya ovata	Shagbark Hickory	27	9
85980	210345	2389408	928.804	2168	Fraxinus pennsylvanica	Green Ash	26	8
85955	210366.1	2389396	931.67	2169	Juglans nigra	Black Walnut	33	11
85957	210359.9	2389379	928.857	2170	Juglans nigra	Black Walnut	23	7
85956	210349.3	2389386	927.685	2171	Tilia americana	Basswood	34	11
85979	210335.3	2389380	924.641	2172	Carya ovata	Shagbark Hickory	23	7
85961	210347.1	2389356	924.041	2173	Acer platanoides	Norway Maple	30	10
85960	210363.3	2389355	924.949	2174	Acer platanoides	Norway Maple	23	7
85959	210391.1	2389345	925.683	2175	Quercus alba	White Oak	65	21
85958	210395	2389337	925.078	2176	Prunus serotina	Black Cherry	29	9
86044	210429.2	2389218	929.533	2490	Gleditsia triacanthos	Honey Locust	48	15
86045	210450.1	2389224	931.364	2491	Gleditsia triacanthos	Honey Locust	51	16
86043	210433.4	2389227	928.859	2492	Gleditsia triacanthos	Honey Locust	53	17
86007	210198.2	2389609	925.634	2500	Quercus alba	White Oak	54	17
86009	210206.1	2389573	927.605	2501	Prunus serotina	Black Cherry	29	9
85999	210276.8	2389477	928.688	2502	Juglans nigra	Black Walnut	30	10
85998	210294.6	2389486	930.374	2503	Quercus rubra	Red Oak	55	18
86001	210321.8	2389503	932.193	2504	Carya ovata	Shagbark Hickory	24	8
85997	210311.6	2389473	931.456	2505	Quercus alba	White Oak	48	15
85996	210320.4	2389472	931.046	2506	Juglans nigra	Black Walnut	56	18
85995	210305.5	2389449	930.562	2507	Prunus serotina	Black Cherry	37	12
85994	210297.3	2389450	930.427	2508	Carya ovata	Shagbark Hickory	29	9
85993	210279.4	2389447	928.984	2509	Quercus alba	White Oak	46	15
85992	210256.6	2389431	925.868	2510	Quercus alba	White Oak	24	8
85991	210261.5	2389419	925.903	2511	Prunus serotina	Black Cherry	30	10
85990	210252.8	2389413	924.854	2512	Carya ovata	Shagbark Hickory	24	8
85987	210220.3	2389417	922.645	2513	Juglans nigra	Black Walnut	29	9
85988	210233.1	2389421	923.165	2514	Carya ovata	Shagbark Hickory	24	8
85976	210268.9	2389402	926.486	2516	Quercus alba	White Oak	49	16
85977	210281.2	2389409	927.83	2517	Tilia americana	Basswood	24	8
85975	210258.3	2389385	925.136	2518	Carya ovata	Shagbark Hickory	24	8
85974	210239.5	2389368	921.195	2519	Ulmus americana	American Elm	44	14
85973	210245.8	2389351	917.26	2520	Quercus rubra	Red Oak	84	27
85972	210254.9	2389348	917.938	2521	Quercus alba	White Oak	72	23
85969	210256.2	2389338	914.638	2522	Quercus rubra	Red Oak	96	31
85970	210263.6	2389347	915.994	2523	Quercus rubra	Red Oak	108	34
85971	210267.3	2389347	916.613	2524	Ulmus americana	American Elm	32	10
85968	210270.4	2389311	911.448	2525	Prunus serotina	Black Cherry	45	14
85967	210276.2	2389305	911.449	2526	Ulmus americana	American Elm	24	8
85966	210316.7	2389320	916.578	2527	Prunus serotina	Black Cherry	48	15
85965	210340.1	2389325	919.461	2528	Juglans nigra	Black Walnut	36	11
85964	210345.3	2389325	919.611	2529	Carya ovata	Shagbark Hickory	24	8
85963	210347.7	2389337	921.124	2530	Ulmus americana	American Elm	30	10
85962	210347.9	2389344	922.249	2531	Prunus serotina	Black Cherry	35	11
86051	210525	2389343	937.592	2532	Quercus alba	White Oak	30	10
86052	210530.7	2389328	937.966	2533	Quercus rubra	Red Oak	45	14
501	210532.8	2389300	0	2534	Quercus alba	White Oak	84	27
500	210536.2	2389277		2535	Acer platanoides	Norway Maple	30	10
86054	210495.8	2389299	942.047	2536	Quercus rubra	Red Oak	72	23
86055	210486.8	2389282	943.652	2537	Quercus macrocarpa	Burr Oak	95	30
86056	210496.6	2389253	947.263	2538	Carya ovata	Shagbark Hickory	56	18
86057	210481.2	2389266	944.308	2539	Acer negundo	Boxelder	35	11
86059	210472.3	2389245	943.504	2540	Juglans nigra	Black Walnut	41	13
86058	210466.1	2389259	940.857	2541	Juglans nigra	Black Walnut	46	15
86042	210446.3	2389261	929.818	2542	Gleditsia triacanthos	Honey Locust	45	14
86038	210436.7	2389249	927.433	2543	Gleditsia triacanthos	Honey Locust	52	17
86037	210432.4	2389248	927.568	2544	Gleditsia triacanthos	Honey Locust	36	11
86036	210423.6	2389251	926.082	2545	Gleditsia triacanthos	Honey Locust	48	15
86040	210421.1	2389259	925.422	2546	Gleditsia triacanthos	Honey Locust	65	21
86033	210393.2	2389278	923.175	2547	Juglans nigra	Black Walnut	39	12
86041	210427.9	2389271	926.589	2548	Fraxinus pennsylvanica	Green Ash	55	18
86039	210419.8	2389262	925.117	2549	Quercus rubra	Red Oak	126	40
86035	210406	2389240	924.819	2550	Ulmus americana	American Elm	35	11
86034	210403.7	2389226	925.41	2551	Ulmus americana	American Elm	54	17
86046	210348.3	2389261	918.404	2552	Acer platanoides	Norway Maple	58	18
86047	210345.6	2389264	917.851	2553	Acer platanoides	Norway Maple	53	17
86027	210396.5	2389305	922.138	2554	Acer platanoides	Norway Maple	48	15

86026	210399.7	2389309	922.595	2555	Acer platanoides	Norway Maple	42	13	
86028	210432.9	2389329	926.746	2556	Juglans nigra	Black Walnut	55	18	
86029	210434.1	2389316	925.388	2557	Ostrya virginiana	Ironwood	42	13	
86030	210459.7	2389327	928.902	2558	Juglans nigra	Black Walnut	32	10	
86031	210467.6	2389334	930.204	2559	Juglans nigra	Black Walnut	30	10	
85805	210225.3	2389739	924.17	2560	Quercus alba	White Oak	46	15	
86053	210492.3	2389325	935.327	2561	Quercus rubra	Red Oak	84	27	
86025	210375.8	2389317	921.202	2562	Acer platanoides	Norway Maple	31	10	
86049	210330.1	2389296	914.739	2563	Prunus serotina	Black Cherry	24	8	
86048	210319.4	2389282	913.828	2564	Fraxinus pennsylvanica	Green Ash	24	8	
86070	210318.2	2389234	918.475	2565	Acer platanoides	Norway Maple	36	11	
86069	210315	2389227	920.204	2566	Acer platanoides	Norway Maple	24	8	
86068	210302.7	2389223	922.284	2567	Ulmus americana	American Elm	48	15	
86071	210299.6	2389244	917.69	2568	Carya ovata	Shagbark Hickory	30	10	
86067	210265.3	2389241	915.452	2569	Juglans nigra	Black Walnut	28	9	
86065	210269.1	2389246	914.313	2570	Fraxinus americana	Green Ash	40	13	
86066	210275.2	2389252	914.79	2571	Acer platanoides	Norway Maple	24	8	
86064	210256.2	2389255	910.457	2572	Fraxinus pennsylvanica	Green Ash	30	10	
86061	210294.4	2389284	911.106	2573B	Juglans nigra	Black Walnut	36	11	
86063	210263	2389262	909.685	2573A	Prunus serotina	Black Cherry	35	11	
86062	210294	2389289	911.128	2574	Quercus alba	White Oak	84	27	
85978	210313.5	2389390	924.129	2575	Acer platanoides	Norway Maple	64	20	
86072	210235.4	2389247	910.234	2576	Fraxinus pennsylvanica	Green Ash	52	17	
86073	210216.4	2389232	909.013	2577	Juglans nigra	Black Walnut	41	13	
502	210232	2389296	0	2578	Juglans nigra	Black Walnut	35	11	
86146	210219.9	2389302	908.071	2579	Quercus rubra	Red Oak	98	31	
86147	210214.7	2389307	908.161	2580	Acer platanoides	Norway Maple	118	38	
86144	210226.6	2389324	911.237	2581	Quercus rubra	Red Oak	80	25	
86145	210219.2	2389315	910.657	2582	Quercus rubra	Red Oak	84	27	
86151	210214.4	2389339	914.109	2582A	Quercus rubra	Red Oak	68	22	2 trunks
86148	210206.3	2389317	909.47	2583B	Quercus rubra	Red Oak	63	20	
86149	210189.8	2389301	907.157	2584	Ulmus americana	American Elm	48	15	
86150	210201.2	2389287	903.936	2585	Tilia americana	Basswood	20	6	
86152	210219.7	2389358	916.788	2588	Quercus rubra	Red Oak	76	24	2 trunks
86153	210223.3	2389365	919.305	2589	Fraxinus pennsylvanica	Green Ash	24	8	
85986	210214.1	2389405	922.242	2590	Tilia americana	Basswood	24	8	
86154	210163	2389407	923.895	2591	Acer platanoides	Norway Maple	24	8	
86163	210173.9	2389322	915.35	2592	Acer platanoides	Norway Maple	32	10	
86162	210169.2	2389325	916.452	2593	Quercus rubra	Red Oak	84	27	
86167	210162.4	2389293	904.235	2594	Quercus rubra	Red Oak	89	28	
86166	210147.2	2389298	905.009	2595	Quercus rubra	Red Oak	74	24	
86165	210149.2	2389311	909.785	2596	Juglans nigra	Black Walnut	22	7	
86164	210153.2	2389320	913.827	2597	Quercus rubra	Red Oak	87	28	
86161	210157.6	2389356	923.178	2598	Quercus alba	White Oak	47	15	
86157	210143.6	2389369	924.43	2599	Carya ovata	Shagbark Hickory	32	10	
86156	210146.2	2389374	924.668	2600	Quercus alba	White Oak	36	11	
86158	210135.6	2389401	922.894	2601	Acer platanoides	Norway Maple	22	7	
86159	210087.2	2389398	918.088	2602	Quercus alba	White Oak	33	11	
86160	210109.2	2389375	919.442	2603	Quercus rubra	Red Oak	57	18	
86172	210079.2	2389342	906.035	2604	Quercus rubra	Red Oak	89	28	
86170	210093.9	2389317	900.753	2605	Quercus rubra	Red Oak	58	18	
86169	210110.1	2389311	902.499	2606	Quercus rubra	Red Oak	57	18	
86168	210104.7	2389294	896.404	2607	Acer platanoides	Norway Maple	36	11	
86171	210086.6	2389310	896.568	2608	Quercus rubra	Red Oak	49	16	
85989	210244.3	2389406	924.226	2609	Acer platanoides	Norway Maple	28	9	
85982	210165.7	2389515	926.183	3000	Acer platanoides	Norway Maple	24	8	
85984	210157.7	2389460	924.237	3001	Quercus alba	White Oak	60	19	
86012	210193	2389699	923.623	3002	Prunus serotina	Black Cherry	24	8	
86014	210191.9	2389719	923.13	3003	Quercus rubra	Red Oak	55	18	
86019	210224.8	2389703	925.325	3004	Quercus alba	White Oak	41	13	
86022	210242.7	2389703	925.524	3006	Quercus alba	White Oak	47	15	
86020	210231	2389695	925.308	3007	Acer platanoides	Norway Maple	30	10	
86006	210225.5	2389657	925.453	3008	Quercus alba	White Oak	63	20	
86021	210231.6	2389691	925.848	3009	Quercus alba	White Oak	100	32	
86005	210234.5	2389655	925.42	3010	Ulmus americana	American Elm	25	8	
86004	210252.5	2389641	926.596	3011	Quercus alba	White Oak	54	17	
85916	210321.7	2389609	930.373	3012	Quercus alba	White Oak	50	16	2trunks
85915	210338.5	2389602	931.208	3013	Carya ovata	Shagbark Hickory	45	14	2trunks
85913	210362	2389569	933.781	3014	Quercus alba	White Oak	47	15	
85907	210386	2389582	932.093	3015	Acer platanoides	Norway Maple	45	14	
85909	210384.2	2389584	932.173	3016	Quercus macrocarpa	Burr Oak	90	29	
85910	210403.7	2389565	930.306	3018	Acer platanoides	Norway Maple	22	7	
85904	210416.4	2389611	925.638	3020	Fraxinus pennsylvanica	Green Ash	23	7	

85905	210394.6	2389625	928.516	3021	Prunus serotina	Black Cherry	24	8	
85895	210434.7	2389525	928.183	3023	Carya ovata	Shagbark Hickory	43	14	
85894	210432.1	2389518	928.117	3024	Carya ovata	Shagbark Hickory	29	9	
85896	210424.3	2389541	927.777	3025	Tilia americana	Basswood	22	7	
86002	210337.3	2389509	933.058	3026	Juglans nigra	Black Walnut	26	8	
86000	210300.8	2389510	931.25	3029	Ulmus americana	American Elm	24	8	
86003	210283.2	2389543	929.788	3030	Ulmus americana	American Elm	39	12	
86008	210204.8	2389589	927.063	3031	Tilia americana	Basswood	56	18	
86078	209955.7	2389751	883.396	4000	Populus grandidentata	Big Tooth Aspen	22	7	
86079	209955.4	2389743	882.816	4001	Populus grandidentata	Big Tooth Aspen	26	18	
86304	209936.1	2389746	871.463	4003	Populus grandidentata	Big Tooth Aspen	25	18	
86306	209943	2389736	873.476	4005	Populus grandidentata	Big Tooth Aspen	22	18	
86081	209971.1	2389734	892.975	4006	Populus grandidentata	Big Tooth Aspen	28	18	
86082	209966.1	2389721	890.768	4007	Populus grandidentata	Big Tooth Aspen	22	18	
86209	210123.9	2389254	896.793	4007	Populus grandidentata	Big Tooth Aspen	26	18	
86083	209954.9	2389717	885.347	4008	Populus grandidentata	Big Tooth Aspen	25	18	
86084	209947.9	2389712	880.833	4010	Populus grandidentata	Big Tooth Aspen	24	18	
86085	209946.6	2389704	879.875	4011	Ulmus americana	American Elm	44	18	
86086	209943.4	2389704	876.737	4012	Populus grandidentata	Big Tooth Aspen	32	18	
86087	209952.7	2389691	884.667	4013	Ulmus americana	American Elm	25	18	
86308	209946.2	2389684	880.078	4014	Tilia americana	Basswood	32	18	
86307	209941.8	2389687	877.965	4015	Populus grandidentata	Big Tooth Aspen	48	18	
86088	209971.2	2389690	895.993	4017	Quercus alba	White Oak	53	17	
86091	209945.4	2389570	896.076	4019	Ulmus americana	American Elm	48	15	
86094	209944.1	2389521	894.282	4022	Quercus rubra	Red Oak	28	9	2 trunks
86095	209951.2	2389524	896.2	4023	Quercus alba	White Oak	37	12	
86096	209968.5	2389519	900.568	4024	Carya ovata	Shagbark Hickory	42	13	
86098	209963.4	2389498	901.099	4026	Quercus rubra	Red Oak	72	23	
86099	209955.1	2389491	898.269	4027	Carya ovata	Shagbark Hickory	30	10	
86100	209936.7	2389482	894.128	4028	Quercus alba	White Oak	58	18	
86101	209927.7	2389510	890.526	4029	Quercus alba	White Oak	62	20	
86102	209925.6	2389527	889.184	4030	Ulmus americana	American Elm	28	9	
86103	209927.7	2389531	890.267	4031	Juglans nigra	Black Walnut	30	10	
86105	209930	2389476	893.104	4032	Quercus alba	White Oak	48	15	
86104	209917	2389481	888.959	4033	Quercus rubra	Red Oak	55	18	
86106	209907.1	2389453	886.83	4034	Quercus rubra	Red Oak	60	19	
86107	209910.4	2389435	886.956	4036	Quercus rubra	Red Oak	64	20	
86109	209940.5	2389443	898.776	4037	Juglans nigra	Black Walnut	44	14	2 trunks
	209934.5	2389418	896.61	4038	Ulmus americana	American Elm	30	10	
86111	209958.3	2389417	901.821	4039	Fraxinus pennsylvanica	Green Ash	37	12	
86112	209967.6	2389431	903.779	4040	Fraxinus americana	White Ash	27	9	
86113	209964.5	2389444	903.704	4041	Quercus alba	White Oak	48	15	
86114	209973.6	2389454	903.922	4042	Ulmus americana	American Elm	24	8	
86115	209968.2	2389467	903.194	4043	Quercus alba	White Oak	60	19	
86116	209959.6	2389473	901.467	4044	Quercus rubra	Red Oak	48	15	
86117	209958.6	2389469	901.394	4045	Quercus rubra	Red Oak	32	10	2 trunks
86118	209983.1	2389423	905.52	4046	Fraxinus pennsylvanica	Green Ash	31	10	
86119	210005.4	2389452	909.129	4047	Quercus alba	White Oak	60	19	
86120	210020	2389431	911.89	4048	Ulmus americana	American Elm	29	9	
86121	210027.7	2389429	911.971	4049	Quercus alba	White Oak	56	18	
86122	210024.3	2389437	912.77	4050	Carya ovata	Shagbark Hickory	25	8	
86123	210032.4	2389462	912.436	4051	Quercus rubra	Red Oak	62	20	
86125	210038.9	2389477	913.992	4053	Quercus rubra	Red Oak	56	18	
86126	210029.3	2389479	912.875	4054	Quercus alba	White Oak	57	18	
86127	210021.4	2389474	911.34	4055	Quercus alba	White Oak	38	12	
86128	210013.5	2389469	910.502	4056	Fraxinus pennsylvanica	Green Ash	24	8	
86129	209989.4	2389485	906.088	4057	Quercus rubra	Red Oak	60	19	
86130	209987.1	2389495	905.866	4058	Quercus alba	White Oak	58	18	
86131	210006.1	2389509	907.653	4059	Juglans nigra	Black Walnut	25	8	
86132	209992.3	2389522	906.65	4060	Quercus rubra	Red Oak	133	42	
86133	209985.3	2389534	905.466	4061	Quercus rubra	Red Oak	32	10	
86134	209996.1	2389558	907.594	4062	Quercus alba	White Oak	39	12	2 trunks
86135	210012.5	2389533	910.117	4063	Carya ovata	Shagbark Hickory	55	18	
86136	210037.8	2389513	913.779	4064	Carya ovata	Shagbark Hickory	56	18	
86138	210061.4	2389516	920.18	4065	Fraxinus pennsylvanica	Green Ash	20	6	
86137	210063.8	2389515	920.739	4066	Ulmus americana	American Elm	21	7	
86139	210058.3	2389506	918.94	4067	Quercus alba	White Oak	64	20	
86140	210058	2389493	918.458	4068	Ulmus americana	American Elm	35	11	
86142	210068.7	2389465	922.19	4069	Juglans nigra	Black Walnut	25	12	
86155	210157.5	2389411	924.076	4070	Quercus alba	White Oak	42	13	
86173	210053.1	2389356	905.031	4071	Juglans nigra	Black Walnut	48	15	
86174	210041.6	2389390	913.402	4073	Juglans nigra	Black Walnut	42	13	
86175	210056.4	2389400	917.41	4073	Quercus alba	White Oak	54	17	

86176	210069.8	2389413	919.113	4074	Quercus alba	White Oak	53	17	
86177	210077.5	2389424	921.159	4075	Quercus alba	White Oak	45	14	
86178	210057.4	2389438	919.719	4076	Quercus alba	White Oak	53	17	
86179	210043.2	2389425	915.14	4077	Carya ovata	Shagbark Hickory	41	13	
86181	210031.9	2389359	903.519	4078	Quercus rubra	Red Oak	60	19	
86182	210030.5	2389382	907.718	4079	Juglans nigra	Black Walnut	48	15	
86183	210016.1	2389397	906.179	4080	Quercus alba	White Oak	59	19	
86184	209977.5	2389393	897.576	4081	Quercus alba	White Oak	50	16	
86185	209972	2389389	895.874	4083	Juglans nigra	Black Walnut	41	13	
86186	209982.2	2389382	894.25	4084	Quercus rubra	Red Oak	45	13	
86187	209991.2	2389365	891.375	4085	Quercus rubra	Red Oak	58	18	
86189	209980.6	2389350	885.146	4087	Quercus rubra	Red Oak	89	28	
86190	209966.2	2389353	882.454	4088	Quercus rubra	Red Oak	74	24	
86191	209960.6	2389335	880.128	4089	Acer platanoides	Norway Maple	82	26	
86192	209958.4	2389333	878.88	4090	Acer platanoides	Norway Maple	30	10	
86193	210003.6	2389336	887.061	4091	Juglans nigra	Black Walnut	30	10	
86194	210005.5	2389353	891.853	4092	Quercus rubra	Red Oak	60	19	
86195	210038	2389337	894.998	4093	Carya ovata	Shagbark Hickory	36	11	
86196	210042	2389328	894.33	4094	Quercus rubra	Red Oak	53	17	
86197	210035.5	2389325	892.446	4095	Quercus rubra	Red Oak	90	29	
86198	210057.4	2389306	892.464	4096	Juglans nigra	Black Walnut	27	9	
86199	210118.1	2389273	895.375	4097	Quercus rubra	Red Oak	59	19	
86200	210127.5	2389272	896.138	4098	Quercus rubra	Red Oak	67	21	
86201	210140.1	2389267	897.32	4099	Prunus serotina	Black Cherry	22	7	
86202	210160.8	2389264	899.162	4100	Quercus rubra	Red Oak	80	25	
86203	210158.2	2389242	900.966	4101	Quercus rubra	Red Oak	57	18	
86204	210150.6	2389240	900.591	4102	Quercus rubra	Red Oak	64	20	
86205	210170.4	2389228	905.003	4103	Acer platanoides	Norway Maple	45	14	
86206	210176.9	2389220	910.027	4104	Quercus rubra	Red Oak	78	25	
86207	210151.8	2389230	904.691	4105	Quercus rubra	Red Oak	85	27	
86208	210125.3	2389243	898.693	4106	Quercus rubra	Red Oak	56	18	
86210	210100.7	2389273	892.656	4108	Juglans nigra	Black Walnut	22	7	
86211	210088.6	2389281	892.147	4109	Quercus rubra	Red Oak	80	25	
86212	210084	2389247	896.657	4110	Quercus rubra	Red Oak	65	21	
86213	210048.4	2389228	905.548	4111	Carya ovata	Shagbark Hickory	34	11	
86214	210025.7	2389235	901.736	4112	Quercus rubra	Red Oak	72	23	
86215	210022.3	2389243	898.717	4113	Quercus rubra	Red Oak	68	22	
86217	210006.5	2389257	891.652	4114	Quercus alba	White Oak	82	26	
86218	210014.6	2389262	889.69	4115	Acer platanoides	Norway Maple	38	12	
86216	209994	2389249	894.595	4116	Acer platanoides	Norway Maple	45	14	
86219	210044.6	2389258	891.708	4117	Quercus rubra	Red Oak	132	42	
86220	210023.6	2389281	883.803	4118	Quercus rubra	Red Oak	68	22	
86221	210006.8	2389288	882.504	4119	Quercus rubra	Red Oak	100	32	2 trunks
86222	209978.8	2389281	879.906	4120	Quercus rubra	Red Oak	55	18	
86223	209974.8	2389291	879.347	4121	Prunus serotina	Black Cherry	30	10	2 trunks
86225	209966.3	2389301	877.852	4122	Quercus rubra	Red Oak	36	11	
86224	209968	2389284	879.041	4123	Quercus rubra	Red Oak	78	25	
86226	209956.3	2389285	877.968	4124	Quercus rubra	Red Oak	82	26	
86227	209958.3	2389256	883.589	4126	Quercus rubra	Red Oak	102	32	
86229	209921.7	2389313	873.791	4127	Acer platanoides	Norway Maple	28	9	
86230	209947.7	2389245	881.374	4128	Acer platanoides	Norway Maple	50	16	
86232	209927	2389226	879.727	4129	Quercus rubra	Red Oak	74	24	
86233	209930.1	2389223	880.301	4130	Quercus alba	White Oak	39	12	
86234	209921.9	2389220	881.052	4131	Quercus alba	White Oak	37	12	
86235	209921.2	2389228	879.543	4132	Acer platanoides	Norway Maple	27	9	
86236	209913.4	2389228	879.795	4133	Morus alba	White Mulberry	31	10	
86237	209902.5	2389235	876.889	4134	Tilia americana	Basswood	31	10	
86238	209902.5	2389256	875.492	4135	Quercus rubra	Red Oak	40	13	
86239	209856.1	2389234	874.882	4136	Ulmus americana	American Elm	130	41	
86240	209858	2389224	875.871	4137	Acer negundo	Boxelder	128	41	
86241	209836.4	2389241	871.688	4138	Quercus rubra	Red Oak	60	19	2 trunks
86242	209827.8	2389249	870.603	4139	Quercus rubra	Red Oak	64	20	2 trunks
86243	209831.1	2389254	871.119	4140	Carya ovata	Shagbark Hickory	34	11	
86244	209810.4	2389228	870.181	4141	Quercus rubra	Red Oak	67	21	
86245	209792.8	2389227	869.935	4142	Quercus alba	White Oak	74	24	
86246	209792.3	2389237	869.192	4143	Tilia americana	Basswood	74	24	
86247	209807.9	2389254	870.142	4143	Gleditsia triacanthos	Honey Locust	29	9	
86248	209816	2389252	870.117	4144	Ulmus americana	American Elm	62	20	2 trunks
86249	209819.2	2389255	870.192	4146	Quercus rubra	Red Oak	89	28	
86250	209831.3	2389271	870.373	4147	Quercus alba	White Oak	45	14	
86251	209834.7	2389273	870.744	4148	Quercus alba	White Oak	54	17	
86252	209838.5	2389279	870.912	4149	Acer platanoides	Norway Maple	60	19	
86254	209848.7	2389271	871.503	4151	Ulmus americana	American Elm	24	8	

86255	209852	2389271	871.811	4152	Quercus alba	White Oak	48	15	
86257	209879.5	2389286	872.504	4154	Ulmus americana	American Elm	34	11	
86258	209890.6	2389285	872.748	4155	Acer platanoides	Norway Maple	27	9	
86259	209888.4	2389306	871.743	4156	Morus alba	White Mulberry	28	9	
86260	209886.6	2389314	871.684	4157	Acer platanoides	Norway Maple	22	7	
86261	209870.7	2389323	871.28	4158	Morus alba	White Mulberry	29	9	
86262	209845.1	2389337	869.007	4159	Carya ovata	Shagbark Hickory	45	14	
86263	209842.5	2389333	868.626	4160	Ulmus americana	American Elm	60	19	
86264	209831.7	2389308	868.03	4161	Tilia americana	Basswood	45	14	
86265	209942.9	2389337	877.608	4162	Juglans nigra	Black Walnut	31	10	
86266	209942.1	2389360	881.23	4163	Acer platanoides	Norway Maple	27	9	
86267	209942.1	2389374	886.772	4164	Quercus rubra	Red Oak	86	27	
86269	209956.6	2389389	893.783	4165	Ulmus americana	American Elm	21	7	
86271	209938.9	2389393	892.811	4166	Ulmus americana	American Elm	36	11	
86272	209929.9	2389393	892.124	4167	Quercus rubra	Red Oak	59	19	
86273	209915.6	2389410	890.318	4168	Ulmus americana	American Elm	20	6	
86274	209904	2389395	883.056	4168	Ulmus americana	American Elm	29	9	
86275	209884.8	2389397	875.158	4170	Carya ovata	Shagbark Hickory	38	12	
86276	209884.9	2389394	874.817	4171	Ulmus americana	American Elm	28	9	
86277	209880.8	2389388	872.327	4172	Ulmus americana	American Elm	26	8	
86278	209872.1	2389378	870.232	4173	Ulmus americana	American Elm	36	11	
86279	209877.8	2389365	870.454	4174	Quercus alba	White alba	41	13	
86280	209892.6	2389362	872.327	4175	Quercus alba	White Oak	48	15	
86281	209909.9	2389353	874.178	4176	Ulmus americana	American Elm	28	9	
86285	209896.2	2389425	881.493	4179	Quercus macrocarpa	Burr Oak	98	31	
86287	209887	2389457	873.443	4181	Quercus alba	White Oak	68	22	
86288	209879.9	2389455	870.091	4182	Quercus alba	White Oak	56	18	
86289	209879.1	2389425	872.333	4183	Quercus rubra	Red Oak	135	43	2 trunks
86290	209870.2	2389415	869.24	4184	Ulmus americana	American Elm	26	8	2 trunks
86291	209868.6	2389413	868.33	4185	Quercus rubra	Red Oak	48	15	
86293	209905.1	2389512	875.982	4186	Fraxinus pennsylvanica	Green Ash	36	11	
86294	209913.1	2389513	882.091	4187	Tilia americana	Basswood	87	28	4trunks
86295	209917.4	2389536	882.652	4188	Populus grandidentata	Big Tooth Aspen	35	11	
86296	209923.3	2389544	886.563	4189	Fraxinus pennsylvanica	Green Ash	36	11	
86297	209922.3	2389550	885.593	4190	Fraxinus pennsylvanica	Green Ash	30	10	
86299	209907.4	2389599	873.745	4192	Prunus serotina	Black Cherry	36	11	
86300	209912.3	2389589	875.3	4193	Quercus alba	White Oak	46	15	
86301	209904	2389571	873.902	4194	Populus grandidentata	Big Tooth Aspen	36	11	
86302	209898.3	2389553	873.002	4195	Quercus alba	White Oak	56	18	
86303	209897.2	2389537	872.541	4196	Quercus alba	White Oak	56	18	
86309	209914.6	2389660	872.19	4197	Quercus rubra	Red Oak	63	20	

Phase I Archaeological Reconnaissance Survey

Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6
Acres of Land Located in Williams Bay,
Walworth County, Wisconsin



Prepared by:
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Midwest Archaeological Research Services
PO Box 2533
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Submitted to:

The University of Chicago
5235 South Harper Court, Suite 928
Chicago, IL 60615

September 9th, 2020

Cultural Resources Management Report No. 1900 & 1902

Executive Summary and Findings

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

MARS, archaeologists conducted a visual survey of the project area and surrounding landscape prior to excavating shovel probes across the property. No evidence of a prehistoric earthen mound within the project boundaries was identified either by the visual survey or through shovel probe excavation. MARS excavated 34 shovel test probes and did not find any cultural material. Accordingly, MARS is of the opinion that additional survey work is not warranted and recommends project clearance.

While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

Introduction

MARS is a well-respected, woman-owned, small business that specializes in conducting archaeological, historical, architectural, and archival investigations within the Midwestern United States (Cultural Resource Management). MARS has completed cultural resource overviews, management plans, Historic American Buildings Survey/Historic Illinois Buildings Survey (HABS/HIBS) and Historic American Architectural Engineering Record/ Historic Illinois Architectural Engineering Record HAER/HIER documents, historic and architectural impact studies, and National Register of Historic Places documentation as well as survey, testing, and mitigation projects on both prehistoric and historic sites in the region since the firm's incorporation in 1986. MARS archaeologists have inventoried, recorded, and assessed integrity and eligibility of thousands of historic properties for the National Register of Historic Places including commercial, industrial, and residential properties as well as infrastructure. MARS tested over 200 sites (prehistoric and historic) in the Midwestern United States and mitigated six prehistoric Native American sites (camps, villages, and mortuary facilities) as well as

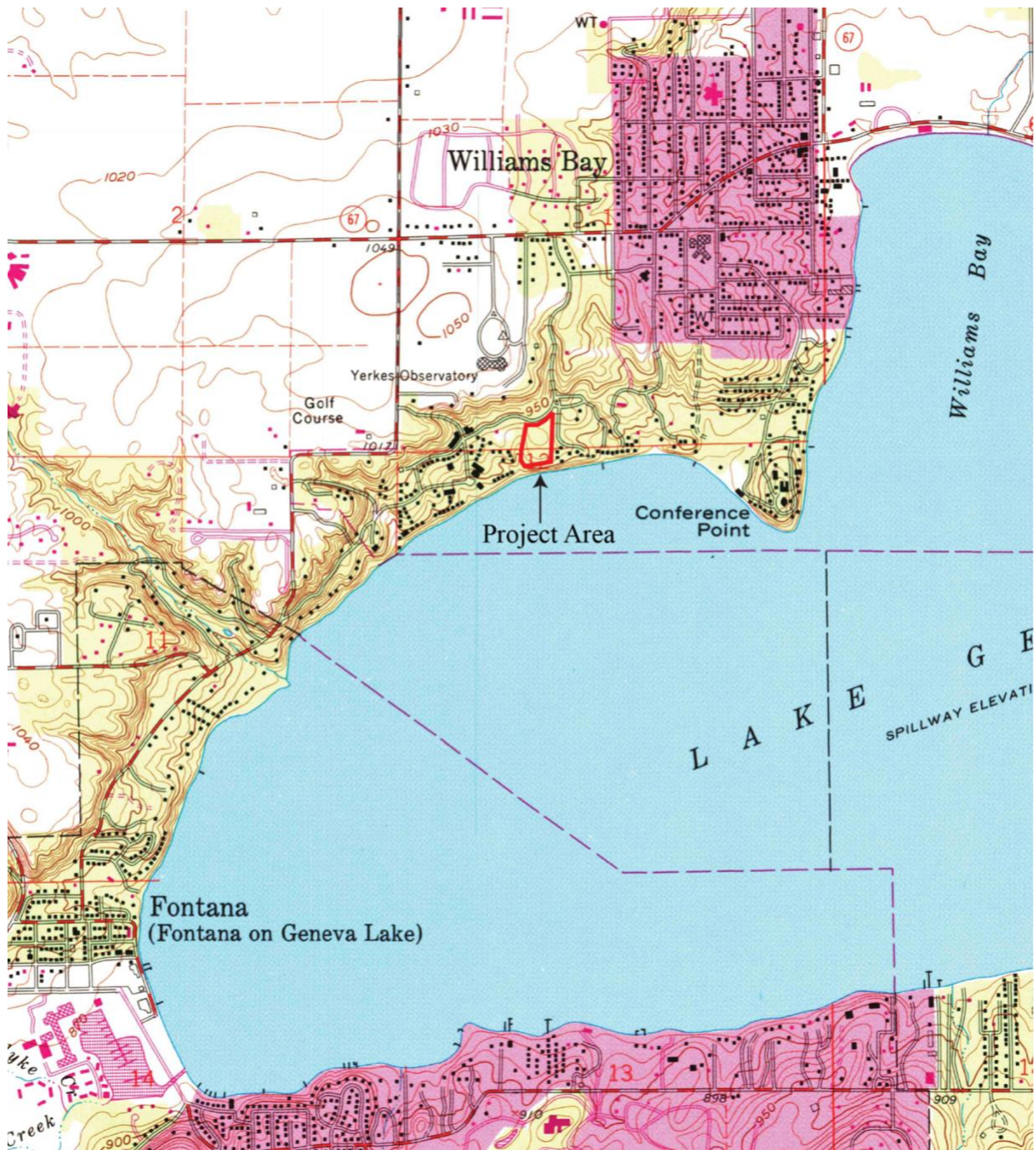


Figure 1. Portion of Walworth 7.5' USGS Quadrangle (1960, photo-revised 1994) showing the study parcel (USGS 2020).

over twenty nineteenth century Euro-American sites (cabins, farmsteads, cemeteries, a fort, rural school houses, a gas station, and several dams). MARS provides governmental agencies, Native American tribal nations, and private companies with the information necessary to comply with historic preservation regulations and maintains an active research interest in the Midwestern United States.

The President of MARS Mr. Jay J. Martinez, RPA (ID No. 990152), completed his master's in Anthropology at Northern Illinois University in 2013 and his B.A. in History at Illinois State University in 2004. Jay has been with MARS since 2006 and has experience working in Illinois, Indiana, Iowa, Michigan, and Wisconsin. Research interests include settlement patterns and lithic analysis. Special skills include the preparation of illustrations to support technical reports. Mr. Martinez is a member of the Illinois Archaeological Survey, the Illinois Association for the Advancement of Archaeology (Board Member 2016-2020), the Midwest Archaeological Conference, and the Society for American Archaeology. His interests and expertise are in lithic analysis, cartography, and public archaeology.

Professional Credentialing and SHPO Approvals:

1. Register of Professional Archaeologists (ID No. 990152)
2. SHPO approval to conduct archaeological investigations (prehistoric and historic) in Illinois, Indiana, and Wisconsin.
3. Approved by the State of Illinois to conduct archaeological investigations (prehistoric and historic) on publically owned land.
4. Credentialed by the State of Indiana as a Principal Investigator for Prehistoric/Historic Archaeology (Indiana Code 14-21-1 and 312 IAC 21)

Physical Setting

Glacial history has played an important role in shaping Wisconsin's topography. Walworth County is located in the Southeastern portion of the State bordering the Illinois State line. This area encompasses the moraines and moraine systems of the late advances of the Woodfordian substage of Wisconsinan glaciation (Willman 1971).

Geneva Lake was formed some 10,000 years ago as the result of glacial action, which created the lake basin and sculpted the landscape. The earlier of these glaciers created what is known as the Troy Valley, a depression running generally southwest from Troy, Wisconsin, through Lyons and then westward through what is today the City of Lake Geneva toward Beloit. This glacier subsequently receded and later advanced again, this time carrying with it vast quantities of gravel that were deposited as hills or terminal moraines.

There is one soil type that comprises the project area (MwD2 Miami loam, 12 to 20 percent slopes, eroded). The Miami series consists of very deep, moderately well drained soils that are moderately deep to dense till. Miami soils formed in as much as 46 cm (18 inches) of loess or silty material and in the underlying loamy till. They are on till plains. Native vegetation is deciduous forest (USDA 2020).

Background Research

Previous Archaeological Research

Prior to the field investigation, MARS consulted the State of Wisconsin state site files maintained by the Wisconsin Historical Society for information on the location of previously recorded sites that have been found within a mile of the project area. The project area has never been surveyed and there are no recorded archaeological sites. However, there are nine recorded archaeological sites within a mile of the project area described in Appendix C.

Historic Research

Potawatomi Native Americans established villages and camp sites around Geneva Lake as early as 1800 with two large known village sites located in present day Fontana and William's Bay. Evidence suggests the Potawatomi led a fluid lifestyle—living in the village one day and going out camping the next. Charles E. Brown, a prominent Wisconsin archeologist, found evidence of temporary campsites at: Aurora University, Cedar Point, Lake Geneva Manor, Elgin Camp, Belvidere Park, Country Club Estates, Big Foot Country Club, Glenwood Springs, Indian Hills, Fair Oaks Camp, Rainbow Bay, the Chicago Club, Black Point, Twin Brooks, Buttons Bay, and several locations on Lake Como (Brown 1928).

John H. Kinzie visited Fontana and Chief Big Foot's village in 1831 on a U.S military expedition, traveling from Fort Dearborn to Fort Winnebago. This was the first ever recorded visit of white settlers to the area. Through a series of unfair negotiations and military strikes, Big Foot and his people vacated the area in 1836 (Lahey 2016).

Historical plats and aerials of the area were also reviewed to assess the potential for historic sites on the project area. Historic plats from 1857, 1873, and 1891 depicted no historic structures within the project boundary (Appendix A: Figures 1-3). The 1937 aerial image of the property depicts the project area in dense woods with no visible structures (Appendix A: Figure 4).

Field Methods and Analysis

Field methods employed during the survey were in accordance with The Wisconsin Archaeological Survey: *Guide for Public Archaeology in Wisconsin* dated August 27th 2012, Compiled by Mark J. Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

The project area is divided between three proposed lots (Figure 2). The phase I survey was divided into two days. On August 11th MARS archaeologists surveyed the project area bounded by white dashed lines (Figure 2). On August 30th the remaining land bounded by white solid lines was surveyed (Figure 2). Per agreement with the Village, the project area did not include land west of the historic footpath that runs along the westerly proposed lot to Constance Boulevard, which is not expected to be disturbed in connection with the residential development. There is an existing sewer line along the existing walking path on the south end of the property on the lake shore, which the Village expects to rehab in connection with any development of this property (Figure 2). This area was heavily eroded and too steep to shovel probe (Appendix B: Plate 1). Because of the erosion, there would not be any cultural material in that area.

Because the project areas were wooded MARS completed a shovel test probe survey. Shovel test probes are small subsurface sampling units approximately 35 cm in diameter and 35 to 50 cm deep. Soils from shovel probes were screened through 1/4" hardware mesh in order to locate any prehistoric or historic material.

A total of 34 shovel test probes were excavated within the project area (Figure 2 [Appendix B: Plates 2-7]). The undisturbed soils in the area comprised a dark grayish brown silty loam A horizon (10YR 4/2) extending 15-20 cm below ground surface and overlying a dark yellowish brown silty clay loam B Horizon (10YR 4/6). No cultural material was identified in any of the shovel probe areas.

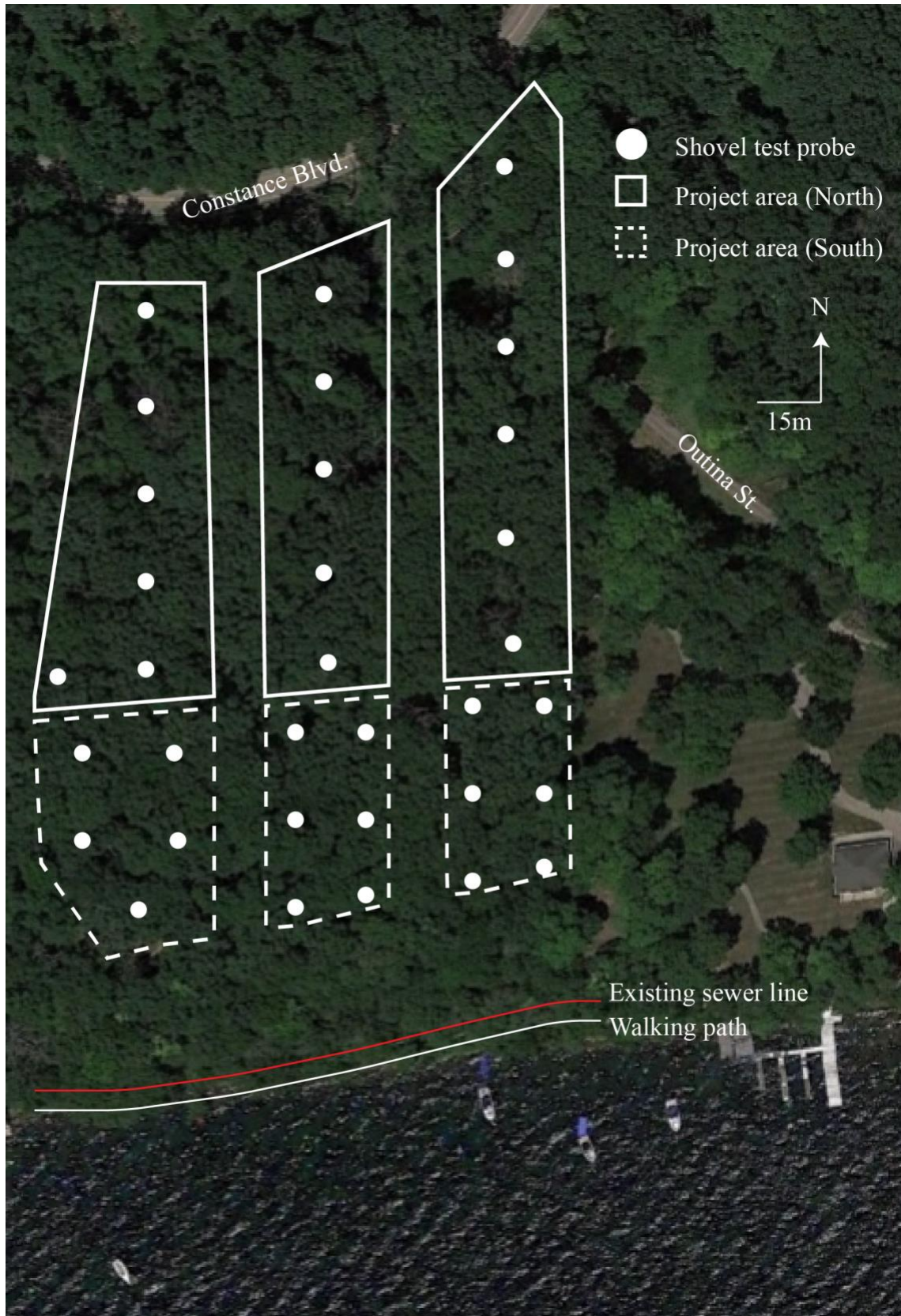


Figure 2. Sketch map of the project area.

Conclusion and Recommendations

At the request of the University of Chicago, on August 11th and August 30th, Principal Investigator (Jay Martinez) from Midwest Archaeological Research Services (MARS) supervised and completed a phase I archaeological reconnaissance survey of University property located in Williams Bay, Wisconsin. Specifically, the scope of the project area, which was jointly determined by the University and the Village of Williams Bay, constitutes approximately 6 acres of wooded property on the south side of Constance Blvd in a portion of Sections 1 & 12 Township 1N Range 16E (Walworth Township), Williams Bay, Walworth County, Wisconsin (Figure 1). The survey was conducted by MARS in accordance with The Wisconsin Archaeological Survey: Guide for Public Archaeology in Wisconsin dated August 27th 2012, Compiled by Mark Dudzik, Joseph A. Tiffany and Katherine P. Stevenson.

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While this Phase I archaeological survey did not find any prehistoric deposits or human remains, any subsequent developer should bear in mind, by state law, all discoveries of suspected human bone must be reported immediately.

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Wisconsin Historic Aerial Imagery Finder

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Appendix A

Historic Plats



Figure 1. Portion of the 1857 Walworth Township (Walworth County) plat showing the study parcel in red (Redding 1857).



Figure 2. Portion of the 1873 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).

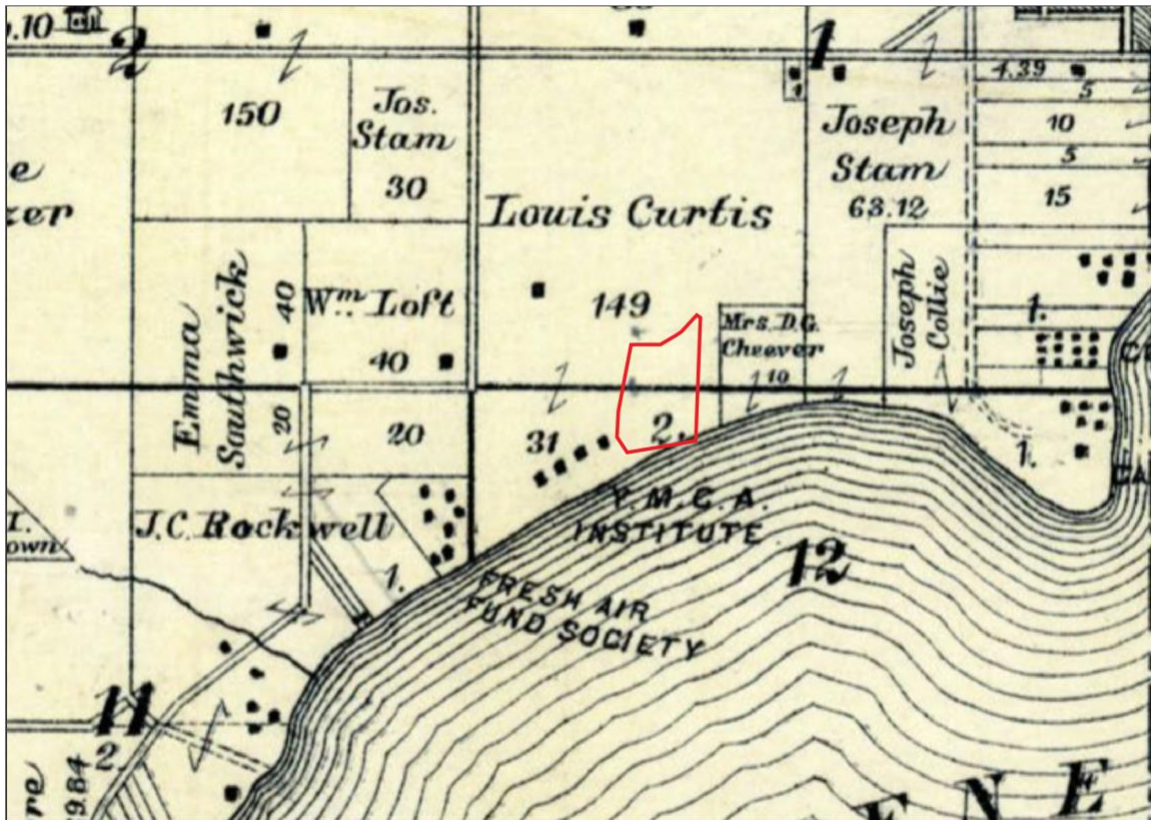


Figure 3. Portion of the 1891 Walworth Township (Walworth County) plat showing the study parcel in red (Historic Map Works 2020).



Figure 4. 1937 aerial showing the study parcel in red.

Appendix B
Selected Project Photographs



Plate 1. Looking east over existing sewer line and shoreline walking path.



Plate 2. Looking north over shovel probe area (lot 1).



Plate 3. Looking north over shovel probe area (lot 2).



Plate 4. Looking south over shovel probe area (lot 1).



Plate 5. Looking south over shovel probe area (lot 1).



Plate 6. Looking north over shovel probe area (lot 2).



Plate 7. Looking south over shovel probe area (lot 3).

BIBLIOGRAPHY OF ARCHAEOLOGICAL REPORT FORM

WHS/SHSW # N/A COUNTY Walworth

AUTHORS: Jay Martinez

REPORT TITLE: Results of the Phase I Archaeological Reconnaissance Survey of Approximately 6 Acres of Land, Williams Bay, Walworth County Wisconsin.

DATE OF REPORT (MONTH AND YEAR): September 2020

SERIES/NUMBER: Cultural Resources Management Report No. 1900 & 1902

PLACE OF PUBLICATION: Midwest Archaeological Research Services, Crystal Lake, Illinois.

LOCATIONAL INFORMATION [LEGAL DESCRIPTION OF SURVEY AREA (T-R-S)]
SW $\frac{1}{4}$ of Section 1 and NW $\frac{1}{4}$ of Section 12 in Township 1 N, Range 16E (Walworth Township)

U.S.G.S. QUAD MAP(S): Walworth 7.5' Quadrangle

SITE(S) INVESTIGATED: None

ACRES INVESTIGATED: 6.0 acres

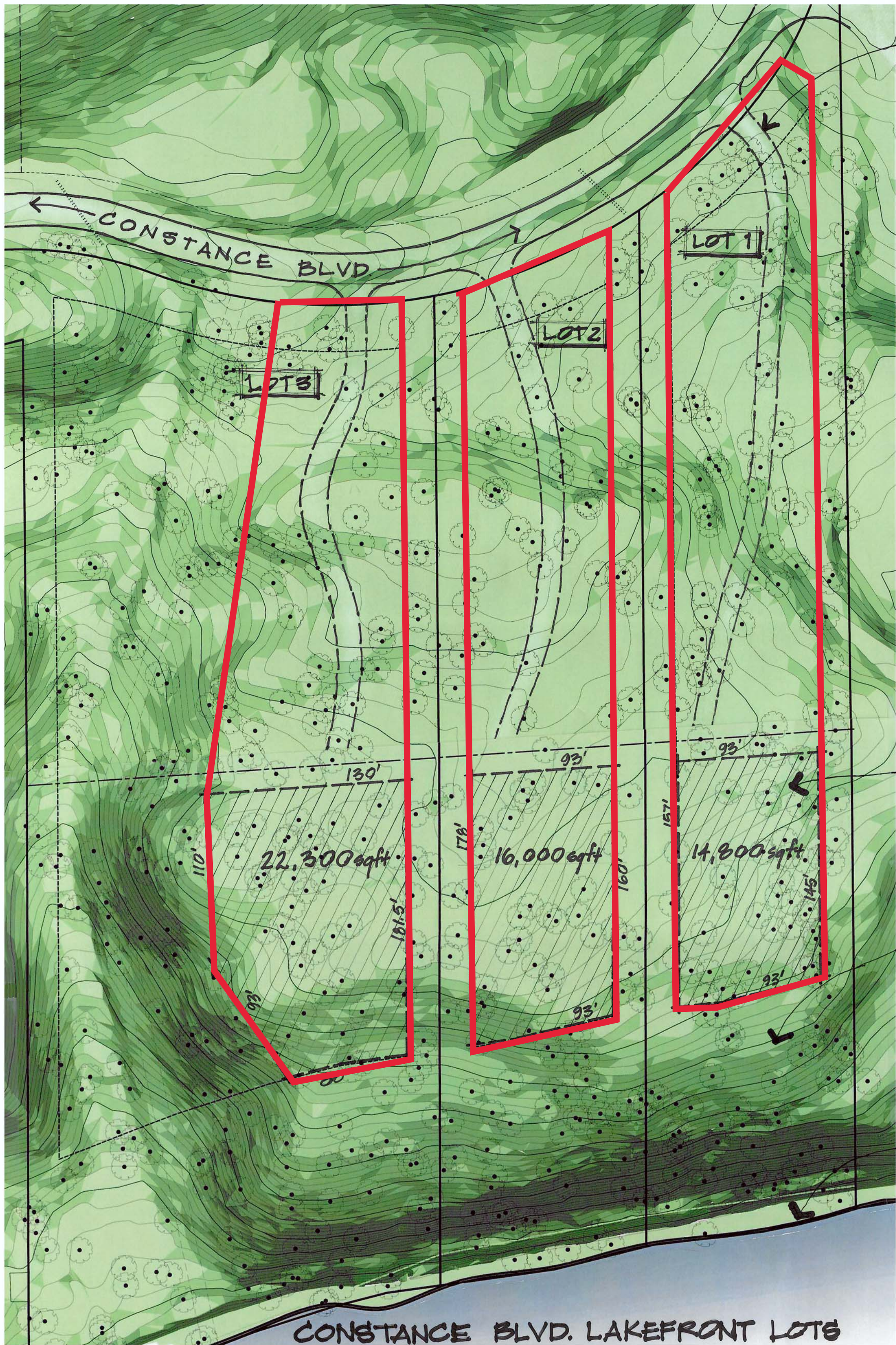
AGENCY # NA

INVESTIGATION TECHNIQUES COMPLETED (Check all that apply.)

- | | | |
|---|--|---|
| ☐ Avocational Survey | ☐ Chance Encounter | ☐ Controlled Surface Collection |
| ☐ Faunal Analysis | ☐ Floral Analysis | ☐ Geomorphology |
| ☐ Historical Research | ☐ Interview/Informant | ☐ Land Use History |
| ☐ Literature Background Research | ☐ Major Excavation | ☐ Mechanical Stripping |
| ☐ Monitoring | ☐ Osteological Analysis | ☐ Phase I-Surface Survey |
| ☐ Phase II | ☐ Phase II-Corridor Only | ☐ Phase III |
| ☐ Phase III-Corridor Only | ☒ Records/Background | ☐ Records/Background (Pred. Model) |
| ☐ Remote Sensing | ☒ Shovel Testing/Probing | ☐ Soil Core |
| ☐ Surface Survey (Intensive) | ☐ Test Excavation | ☐ Traditional Knowledge |
| ☐ Vandalism | ☒ Walk Over (Reconnaissance) | ☐ Unknown |
| ☐ Other: _____ | | |

ABSTRACT: ☒ Included in report ☐ Written in space below

See introduction within report.

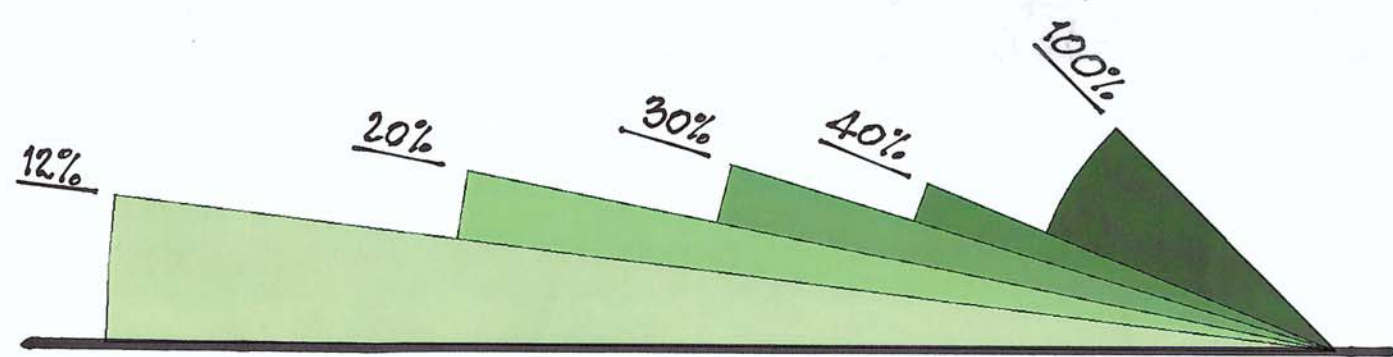


DRIVEWAY ACCESS

-DRIVEWAY ACCESS AND POTENTIAL DRIVEWAY (ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SLOPE DIAGRAMS

-COLOR KEY FOR SLOPE PERCENTAGE DIAGRAM MAP.



PROPOSED BUILDING SITES

-NATURAL PLATEAU AND FLAT AREA DESIGNATED FOR NEW HOME AND OUTDOOR LIVING (ACTUAL LOCATION TO BE DETERMINED BY FUTURE LANDOWNER).

SHOREYARD RESTORATION

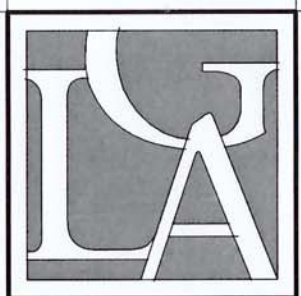
-REMOVAL OF INVASIVE SPECIES.
-REPLANTING OF NATIVE GROUNDCOVER TO STABILIZE AREAS OVER 40% GRADE.
-SELECTIVE CUTTING OF TREES TO ALLOW FOR SUNLIGHT TO REACH THE FLOOR AND TO STIMULATE GROWTH OF GROUNDCOVER.

LAKEFRONT STABILIZATION

-MITIGATE EROSION AND STABILIZE NATURAL GRADE.

LAKE GENEVA
Architects

STUDIO OF JASON R. BERNARD



Appendix C

Archaeological Sites Within A Mile of The Project Area

WL-0066

The site name is Hill Top. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):158.

WL-0067

The site name is Orchard Street. It is a Campsite/village site where Unknown Prehistoric material was found. Evidence of a campsite exposed in a small garden. About 'a hundred' hearthstones found on the surface, others exposed by trowel. Lithic debris noted too. Artifacts include FCR, debitage, cores, projectile point fragments, hammer stones, bone fragments. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):157-158.

WL-0068

The site name is Williams Bay. It is a Campsite/village, **Cemetery/burial**, Corn hills/garden beds, Paleontological site where Historic Indian, Late Paleo-Indian, Middle Archaic, Late Archaic, Early Woodland, Late Woodland material was found. This site consists of a multi-component habitation area with associated cemetery components and cornfields. A mastodon skeleton was also found within the site confines.

WL-0071

The site name is Mead. It is a Workshop site where Unknown Prehistoric material was found. Artifacts include flint. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):171-172.

WL-0073

The site name is Belvidere Park. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0074

The site name is Uihlein Spring Burial. It is a **Cemetery/burial** site where Unknown Prehistoric and Historic Indian material was found. This site consists of one or two disturbed graves. At least one adult with a depressed skull fracture is represented. A small, red pipestone elbow pipe was found with the burial. Artifacts include one red pipestone elbow pipe. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):164-165.

WL-0075

The site name is YMCA College-Mt. Olivet. It is a Campsite/village site where Unknown Prehistoric material was found. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):162-164.

WL-0230

The site name is Conference Point. It is a Campsite/village site where Unknown Prehistoric material was found. Artifacts include one small stone axe, debitage, projectile points, and FCR. Artifacts were found in a road cut on top of the point and on the crest of the point, which brown interpreted as a campsite. It was recorded 1/1/1928 by BROWN, C.E. AND T. BROWN. 1928. WA (NS) 7(3):160.

WL-0376

The site name is Frost. It is a Lithic scatter site where Unknown Prehistoric material was found. This site consists of a scatter of non-diagnostic lithic debitage and FCR found during shovel testing south of Congress Avenue and reports of projectile points found when a path was put in within Frost Park north of Congress Avenue. Artifacts include debitage, FCR, and unspecified projectile points. It was recorded 6/30/2020 by Dan Joyce,2020

Pedestrian Easement

Document No.

PEDESTRIAN EASEMENT AGREEMENT

Prepared by and Return to:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street
Suite 700
Madison, WI 53703

Parcel Numbers

See attached Exhibits

PEDESTRIAN EASEMENT AGREEMENT

THIS PEDESTRIAN EASEMENT AGREEMENT ("Agreement") is made effective as of the 1st day of May, 2020, by and between University of Chicago, an Illinois not-for-profit corporation, its successors and assigns ("Grantor") and Yerkes Future Foundation, Inc., a Wisconsin non-stock corporation and its permitted assigns ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property, as described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the owner of certain real property and improvements consisting of the buildings, improvements and related facilities known as the Yerkes Observatory (the "Observatory").

C. Grantor hereby grants to Grantee a non-exclusive easement for pedestrian ingress and egress over and across a portion of the Grantor Property consisting of an existing foot path as more specifically described herein for the benefit of Grantee, its guests, employees, agents and authorized invitees upon and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Pedestrian Easement. Grantor hereby grants to Grantee a non-exclusive, easement for pedestrian access (the "Pedestrian Easement") over a portion of the Grantor Property

that constitutes a pedestrian footpath for an ingress and egress route from Constance Boulevard over, upon and across the Grantor Property to the public lake front pathway along Geneva Lake on the approximate route depicted on Exhibit B attached hereto and incorporated herein (the “Easement Area”). The Pedestrian Easement shall be for the benefit of Grantee and its guests, employees, agents, and invitees (which for purposes of clarification, shall include members of the general public) for pedestrian use (collectively, the “Easement Users”). Notwithstanding anything to the contrary set forth herein, the Easement Users’ right to enter upon and use the Easement Area shall be subject to the following terms and restrictions: (i) Easement Users may only use the Easement Area during the daylight hours; (ii) the Easement Area shall be used for pedestrian traffic only, and any and all non-motorized bicycle or motorized/mechanized or wheeled/track recreational vehicles of any kind is prohibited; and (iii) subject to Grantee’s obligations under Section 3 below, Grantee may not pave, improve, light, add signage, or otherwise alter the Easement Area in any way without the written permission of Grantor. Grantee shall have no other rights in and to the Easement Area except as set forth herein.

2. Reservation of Rights. Grantor shall have and hereby expressly reserves the right to use the Easement Area, provided such use does not interfere with or impede the Easement Users use of the Easement Area pursuant to the Pedestrian Easement set forth in Section 1 above.

3. Maintenance. Grantee shall be responsible, at its sole cost, for the maintenance and repair of the Easement Area, including but not limited to, the removal of trash, repair and maintenance of the existing pathway, trimming of brush or other landscaping within the Easement Area.

4. Obstructions. Except as provided herein, no party shall do anything to unreasonably interfere with the other party’s use of the Easement Area, except as may be necessary for the performance of maintenance and repair activities, which such maintenance and repair activities shall be performed with diligence and in good faith so as to limit the extent of any resulting obstacle.

5. Insurance. Commencing upon the execution and recording of this Agreement, and thereafter for as long as this Agreement shall remain in effect, Grantee shall carry commercial general liability insurance covering loss of life, bodily injury and property damage, with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering itself and its respective owners’, tenants’, occupants’, customers’, employees’, guests’, agents’ and invitees’ use of the Easement Area as further described herein. Grantee shall include Grantor (including, for the sake of clarity, its successors and assigns) as an additional insured on its respective general liability insurance policy with respect to use of the Pedestrian Easement granted herein. Upon the reasonable request of Grantor, Grantee shall provide the requesting party with a certificate of insurance evidencing the insurance required by this section.

6. Indemnification. Subject to applicable law, Grantee agrees to indemnify, defend by counsel reasonably acceptable to Grantor, and hold Grantor and Grantor Property harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses, including court costs and reasonable attorneys’ fees and expenses, in connection with injury to or death of any person or injury or damage to any property occurring in or about the Grantor Property arising from the use of the Easement Area by Grantee or the Easement Users, or from any breach

or default on the part of Grantee in the performance of any covenant or agreement on the part of Grantee to be performed pursuant to the terms of this Agreement.

7. Assignment. This Agreement shall bind and benefit Grantor and Grantee's respective successors and assigns. Grantee may assign its rights and obligations under this Agreement upon written notice to Grantor solely to the Village of Williams Bay (or another duly authorized unit of state or local government). Any other assignment by Grantee shall be void and of no effect. Grantor shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after Grantor has transferred its ownership interest in the Grantor Property.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the substantially prevailing party shall be entitled to recover its costs, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

12. Notices. All notices under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party or parties at its or their last known address. If a party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills, if any, are sent. Any party may change its address for notice by providing written notice to the other party.

13. Non-Use. Non-use or limited use of the Pedestrian Easement granted herein shall not prevent the Grantee or the Easement Users from later use of the same to the fullest extent authorized herein.

14. Amendment. This Agreement may not be amended, modified, terminated, or released without the written consent of the Grantee and Grantor. Each party agrees to work in good faith with the other with respect to a reasonable request for amendment to this Agreement. Any amendment, modification, termination or release of this Agreement shall not be effective until it is recorded with the Walworth County Register of Deed's office.

15. Recitals. The Recitals set forth above are hereby incorporated fully as terms and conditions of this Agreement.

16. Authority. Each of the undersigned hereby represents to the others that: (i) it has complete power and authority to enter into this Agreement, (ii) that no other third-party authorizations or approvals are necessary to enter into this Agreement, and (iii) that the person signing below on behalf of each undersigned respectively warrants that he or she has the authority to act on behalf of the party for which they are signing with regard to this Agreement.

[Signatures on next page following]

GRANTOR:

The University of Chicago,
an Illinois not-for-profit corporation

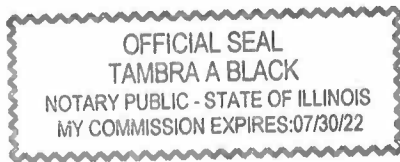
By: K. Callow-Wright

Name: Katie Callow-Wright

Title: Executive Vice President

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

Personally came before me this 25th day of April, 2020, the above-named Katie Callow-Wright as the Executive VP of The University of Chicago to me known to be the person who executed the above instrument and acknowledged the same.



Tambra A. Black
Name: Tambra A. Black
Notary Public, State of Illinois
My Commission: expires July 30, 2022

This instrument prepared by:
Michael S. Green, Esq.
Michael Best and Friedrich LLP
One South Pinckney Street, Suite 700
Madison, WI 53703

EXHIBIT A

Legal Description of the Grantor Property

PIN: Part of WAS 00001

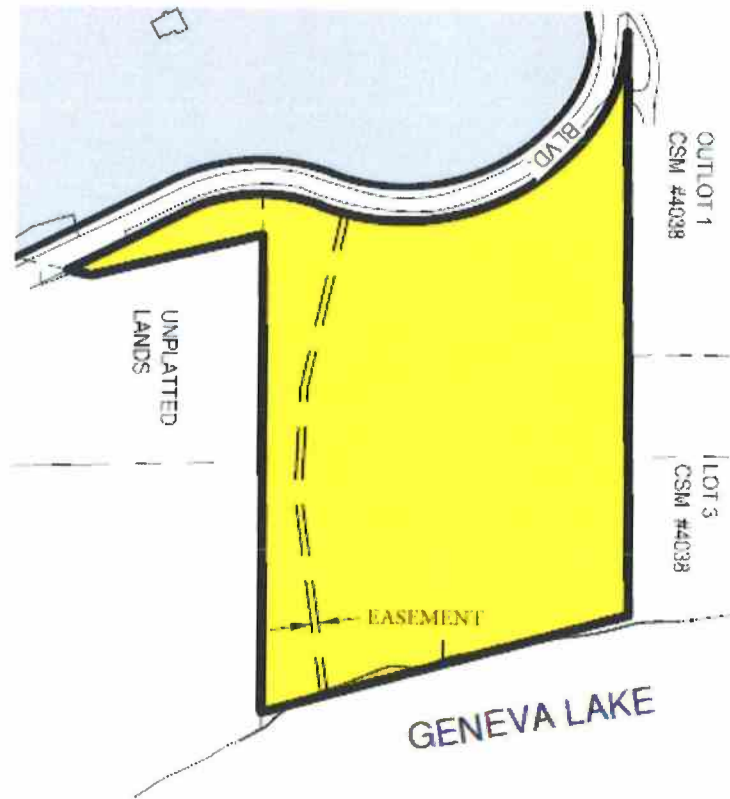
Part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

EXHIBIT B

Depiction of Easement Area



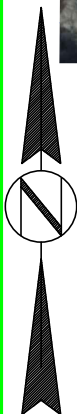
Driveway Entry Study

SIGHT DISTANCE ANALYSIS EXHIBIT

PER AASHTO STANDARDS FOR INTERSECTION SIGHT DISTANCE AT A DESIGN SPEED OF 25 MPH:

- RIGHT TURN - 240 FEET
- LEFT TURN - 280 FEET

EACH PROPOSED LOT IS SHOWN WITH AN ANTICIPATED DRIVEWAY LOCATION AND SIGHT LINES FROM THE RIGHT OF WAY LINE , WHERE THE APPARENT DRIVER LOCATION WOULD BE FOR ANALYSIS, AND TO THE CENTER OF THE ONCOMING TRAFFIC LANE.



SCALE: 1" = 100'



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com



VILLAGE OF WILLIAMS BAY

Office of Zoning Administrator

Evaluation Report Plan Commission/Village Board Meeting May 25, 2021

May 14, 2021

APPLICANT: University of Chicago (Owner)

TAX KEY: WAS 00001A

STREET ADDRESS: Vacant land south of Constance Blvd. and east of Aurora University, Village of Williams Bay

- 1) Applicant is requesting to change the Village of Williams Bay Comprehensive Plan Future Land Use Map designation from Institutional to Large Lot Residential.
- 2) Applicant is requesting rezoning from P & I Public and Institutional to SF-2 Large Lot Residential.
- 3) Applicant is requesting approval of a 3-lot Certified Survey Map.

Excerpts from the Comprehensive Plan:

- Large Lot Residential Description: This future land use category is intended for single-family detached residential development, served by public sanitary sewer and water and full urban services. Small community facility uses—such as parks, schools, and churches—may also be built on lands within this category. As shown on Map 5, future Large Lot Single-Family development areas are shown mainly in areas in which this land use existed at the time this Plan was written, particularly along the shores of Geneva Lake.
- Recommended Zoning: The existing Village zoning districts most appropriate to implement this future land use category include the RS-1 and RS-2 Single Family Residential districts.

Staff Comments:

Approval is recommended based on the following:

- The Large Lot Land Use Plan designation is consistent with the proposed SF-2 zoning and proposed land division for three single-family residential dwellings located on a total lot area of 8.72 acres.
- The proposed zoning map amendment advances the purposes of the zoning ordinance as outlined in Section 18.0103 – This zoning ordinance is adopted for the purpose of protecting the health, safety, morals, comfort, convenience, and general welfare of the public.
- The proposed zoning map amendment is in harmony with the recommendations of the Comprehensive Plan.
- The proposed zoning map amendment maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning district(s).
- Factors have changed making the subject property more appropriate for a different zoning district.

Respectfully submitted,

Bonnie Schaeffer
Zoning Administrator

ORDINANCE NUMBER 2021- 04
AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE VILLAGE OF WILLIAMS BAY

WHEREAS, the Plan Commission of the Village of Williams Bay having held a duly noticed public hearing on the petition of the owner of the property described in Exhibit A, attached hereto and incorporated herein, to rezone said property from P & I Public and Institutional District, to SF-2 Large Lot Residential District; and

WHEREAS, following said public hearing, the plan commission having voted to recommend to the Village Board of the Village of Williams Bay that the property described in Exhibit A be rezoned from P & I Public and Institutional District to SF-2 Large Lot Residential District; and

WHEREAS, said proposed rezoning is consistent with the Future Land Use Map of the Comprehensive Plan of the Village of Williams Bay; and

WHEREAS, the Village Board of the Village of Williams Bay having determined that it is appropriate to accept the recommendation of the plan commission in order to facilitate residential development of the subject property while restricting the density of development of the property in order to protect its special geographic features.

NOW, THEREFORE, the Village Board of the Village of Williams Bay to hereby ordain as follows:

- Section I. The property described in Exhibit A, attached hereto and incorporated herein, is hereby rezoned from P & I Public and Institutional District to SF-2 Large Lot Residential District.
- Section II. The Official Zoning Map of the Village of Williams Bay is hereby amended to show this change in zoning classification, and the village clerk is directed to make note on said official map of this zoning change.
- Section III. This ordinance shall take effect upon passage and publication as provided by law.

Approved by the Village Board of the Village of Williams Bay this _____ day of _____, 2021.

VILLAGE OF WILLIAMS BAY

By: _____
William Duncan, President

Attest: _____
Jackelyn Pankau, Clerk

First Reading: _____
Second Reading: _____
Date Adopted: _____
Date Published: _____

EXHIBIT A

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. ¼ OF THE SW. ¼ OF SECTION 1 AND THE NE. ¼ OF THE NW. ¼ OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore

Certified Survey Map and Site Assessment Checklist

CERTIFIED SURVEY MAP NO.

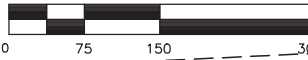
PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615

SEE SHEET 2 FOR TOPO DETAIL
SEE SHEET 3 FOR SETBACK AND EASEMENT DETAIL
SEE SHEET 4 FOR CURVE TABLE

SCALE: 1" = 150'



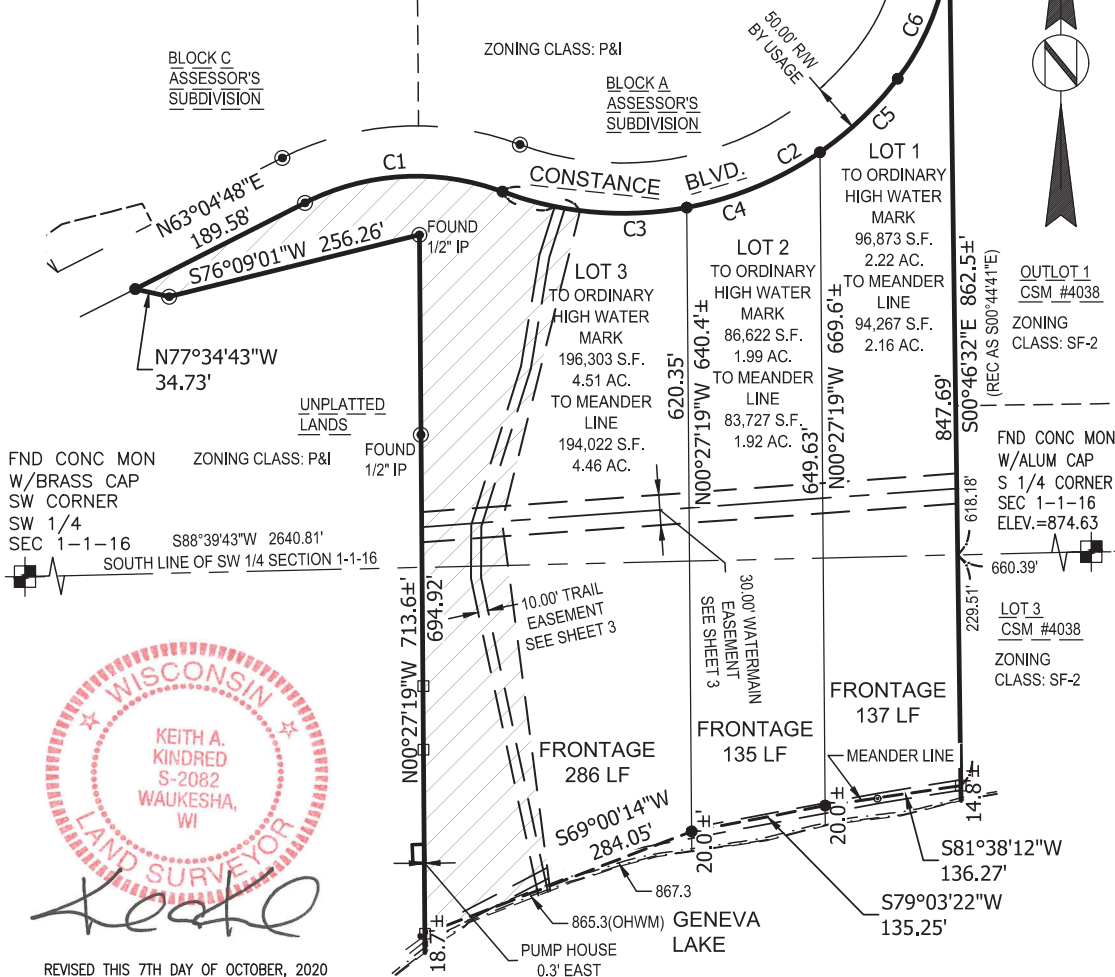
NOTE: NO FURTHER LAND DIVISION
ALLOWED WITHOUT APPROVAL OF
THE VILLAGE OF WILLIAMS BAY.

UTILITY ACCESS AND
DRAINAGE EASEMENT

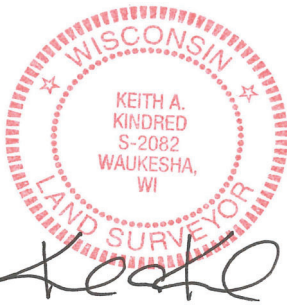
ZONING CLASS: P&I

BLOCK A
ASSESSOR'S
SUBDIVISION

BLOCK C
ASSESSOR'S
SUBDIVISION



FND CONC MON
W/BRASS CAP
SW CORNER
SW 1/4
SEC 1-1-16
S88°39'43"W 2640.81'
SOUTH LINE OF SW 1/4 SECTION 1-1-16



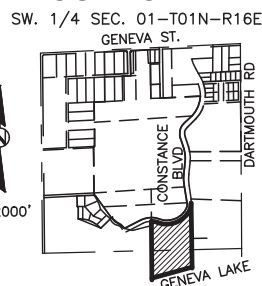
REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND
(UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG,
WT. = 1.13 LBS./LIN. FT.
- — FOUND CONCRETE MONUMENT

ANY LAND BELOW THE ORDINARY
HIGH WATERMARK OF A LAKE OR A
NAVIGABLE STREAM IS SUBJECT TO
THE PUBLIC TRUST IN NAVIGABLE
WATERS THAT IS ESTABLISHED
UNDER ARTICLE IX, SECTION 1, OF
THE STATE CONSTITUTION

LOCATION MAP



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE
SOUTH LINE OF THE SW 1/4 OF SECTION 01-01-16 AS N88°39'43"E,
VERTICAL DATUM NGVD 29.

PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 1 OF 6

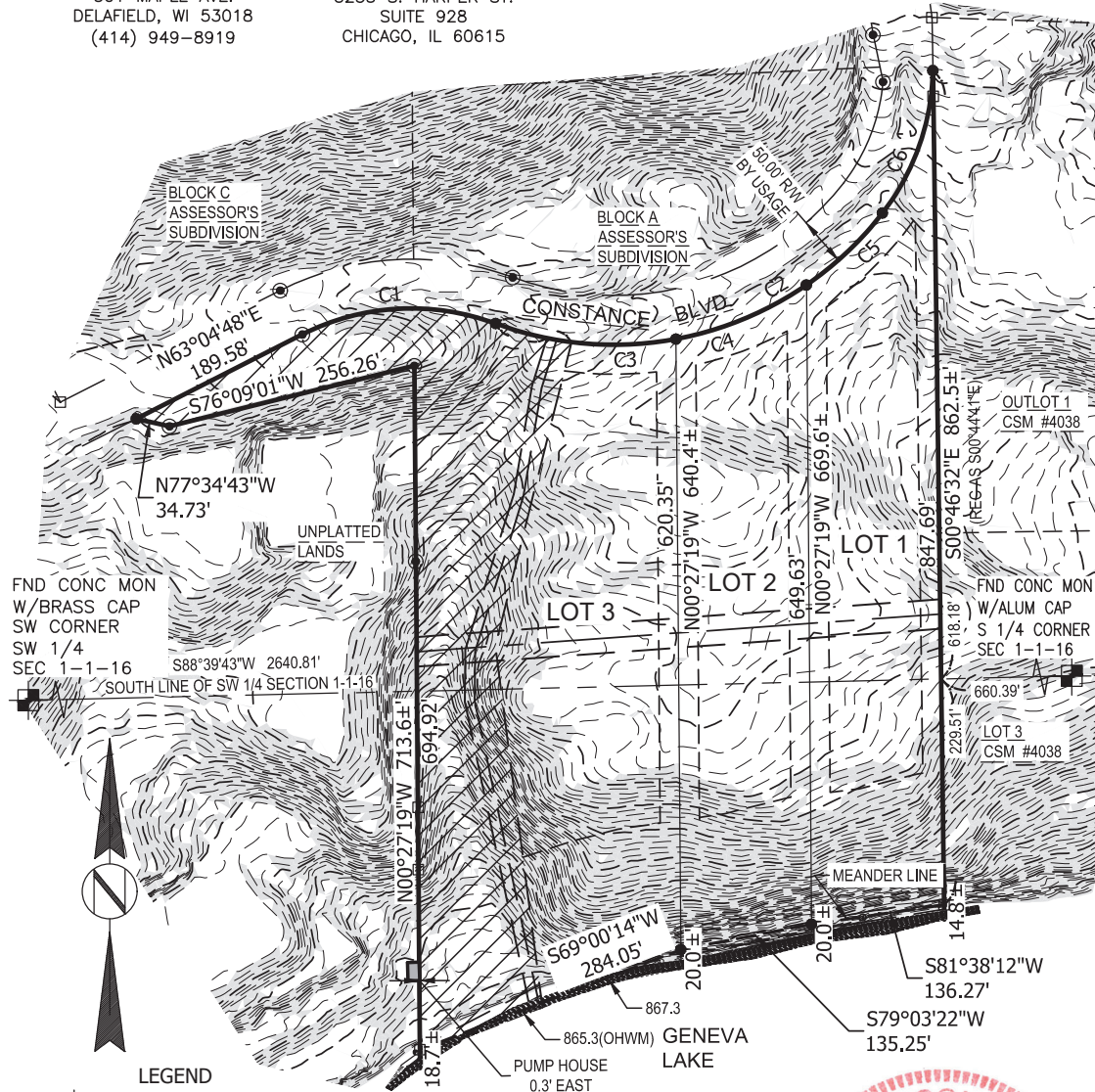
University of Chicago May 14 Letter Attachments - Pg 8

CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
SUITE 928
CHICAGO, IL 60615



LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- FOUND CONCRETE MONUMENT
- AREAS OF SLOPES > 12%
- UTILITY ACCESS AND DRAINAGE EASEMENT

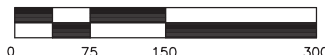
NOTE: ALL LOTS SUBJECT TO 30' WATERMAIN EASEMENT. LOCATION CAN BE MODIFIED BY OWNER AS APPROVED BY THE VILLAGE OF WILLIAMS BAY.



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. UOFCH-#147585

SCALE: 1" = 150'

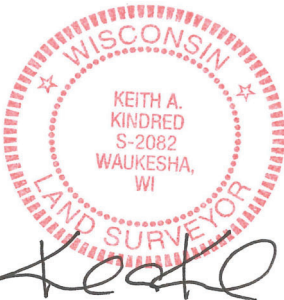


THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

SHEET 2 OF 6

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



PROJECT NO. UOFCH-#147585

 - UTILITY ACCESS AND DRAINAGE EASEMENT

SURVEY FOR:
UNIVERSITY OF
CHICAGO
5235 S. HARPER ST.
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CERTIFIED SURVEY MAP NO.

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4 OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E., VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped part of Block A and part of Block C of Assessor's Subdivision being a part of the Southeast 1/4 of the Southwest 1/4 of Section 1 and the Northeast 1/4 of the Northwest 1/4 of Section 12, Town 1 North, Range 16 East, Village of Williams Bay, Walworth County, Wisconsin, more particularly described as follows:

Commencing at the South 1/4 corner of Section 1; thence S88°39'43"W along the South line of the Southwest 1/4 of Section 1 a distance of 660.39 feet to the West line of Certified Survey Map No. 4038 and the point of beginning of the lands to be described; thence S00°46'32"E along said West line 229.51 feet to a found concrete monument located 14.8 feet North more or less from the shore of Geneva Lake and the beginning of a meander line; thence S81°38'12"W, along said meander line 136.27 feet; thence S79°03'22"W, along said meander line 135.25 feet; thence S69°00'14"W along said meander line 284.05 feet to a found concrete monument located 18.7 feet North more or less from the shore of Geneva Lake; thence N00°27'19"W, 694.92 feet; thence S76°09'01"W, 256.26 feet; thence N77°34'43"W, 34.73 feet to the Easterly line of Constance Boulevard; thence N63°04'48"E along said Easterly line 189.58 feet; thence Easterly 202.21 feet along said Easterly line and the arc of a curve to the right, whose radius is 245.00 feet and whose chord bears N86°45'40"E, 196.52 feet; thence Northeasterly 437.61 feet along said Easterly line and the arc of a curve to the left, whose radius is 345.00 feet and whose chord bears N74°04'04"E, 408.86 feet; thence Northeasterly 156.10 feet along said Easterly line and the arc of a curve to the left, whose radius is 245.00 feet and whose chord bears N19°28'35"E, 153.47 feet to the West line of Certified Survey Map No. 4038; thence S00°46'32"E along said West line 618.18 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark of Geneva Lake.

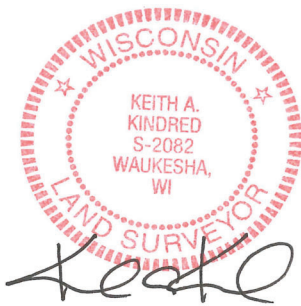
Said lands contain 372,016 Sq. Ft. or 8.54 Acres to the meander line, 379,798 Sq. Ft. or 8.72 Acres to the shore.

That I have made such survey, land division and Certified Survey Map by the direction of the University of Chicago owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Williams Bay and Walworth County in surveying, dividing and mapping the same.

Dated this 2nd day of December, 2019.
Revised this 18th day of February, 2020.
Revised this 11th day of March, 2020.
Revised this 7th day of July, 2020.
Revised this 10th day of August, 2020.
Revised this 17th day of August, 2020.
Revised this 7th day of October, 2020.



Keith A Kindred, PLS 2082



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

Curve Table							
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
C1	245.00	47°17'24"	202.21	196.52	N86°45'40"E	S69°35'38"E	N63°06'58"E
C2	345.00	72°40'36"	437.61	408.86	N74°04'04"E	S69°35'38"E	N37°43'46"E
C3	345.00	30°55'20"	186.20	183.94	S85°03'18"E	S69°35'38"E	N79°29'02"E
C4	345.00	24°00'28"	144.55	143.51	N67°28'48"E	N79°29'02"E	N55°28'33"E
C5	345.00	17°44'48"	106.86	106.43	N46°36'10"E	N55°28'33"E	N37°43'46"E
C6	245.00	36°30'21"	156.10	153.47	N19°28'35"E	N37°43'46"E	N01°13'24"E

CERTIFIED SURVEY MAP NO. _____

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

As owner, University of Chicago, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1) VILLAGE OF WILLIAMS BAY

Date: _____ Signed: _____
_____ Member

STATE OF _____
_____ COUNTY) SS

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

Notary Public

County, Wisconsin

My Commission Expires _____



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 5 OF 6

University of Chicago May 14 Letter Attachments - Pg 12



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

CERTIFIED SURVEY MAP NO. _____

PART OF BLOCK A AND PART OF BLOCK C OF ASSESSOR'S SUBDIVISION, BEING A PART OF THE SE. 1/4
OF THE SW. 1/4 OF SECTION 1 AND THE NE. 1/4 OF THE NW. 1/4 OF SECTION 12, T.01N., R.16E.,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board.

All conditions have been met as of the _____ day of _____, 20__.

Date: _____ Signed _____
William Duncan, Village President

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20__.

Date: _____ Signed _____
Williams Duncan, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Date: _____ Signed _____
Jackie Pankau, Village Clerk



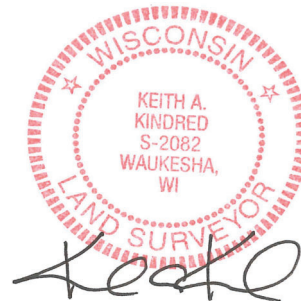
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
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PROJECT NO. UOFCH-#147585

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 6 OF 6

University of Chicago May 14 Letter Attachments - Pg 13



REVISED THIS 7TH DAY OF OCTOBER, 2020
REVISED THIS 17TH DAY OF AUGUST, 2020
REVISED THIS 10TH DAY OF AUGUST, 2020
REVISED THIS 7TH DAY OF JULY, 2020
REVISED THIS 11TH DAY OF MARCH, 2020
REVISED THIS 18TH DAY OF FEBRUARY, 2020
DATED THIS 2ND DAY OF DECEMBER, 2019

APPENDIX E: SITE ASSESSMENT CHECKLIST

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(A) Land Resources. Does the project site involve any of the following:		
(1) Changes in relief and drainage patterns (Attach a topographical map showing, at a minimum, 2-foot contour intervals)	X	
(2) A landform or topographical feature including perennial streams		X
(3) A floodplain (If "yes," attach 2 copies of the 100-year floodplain limits.)	X	
(4) An area of soil instability (greater than 18% slopes and/or hydric of alluvial soils), as depicted in the applicable County Soils Survey	X (as to slopes, nonhydric)	
(5) An area of bedrock within six feet of the soil surface as depicted in the County Soils Survey or a more detailed source		X
(6) An area with groundwater table within five feet of the soil surface as described in the County Soils Survey or a more detailed source		X
(7) Areas of existing fill or grading		X
(8) An area with fractured bedrock within 10 feet of the soil surface as depicted in the County Soils Survey		X
(9) Prevention of future gravel extraction		X
(10) A drainageway with a tributary area of five or more acres		X
(11) Lot coverage of more than 50% impermeable surfaces		X
(12) Prime agricultural lands as depicted in the applicable County Soils Survey or adopted farmland preservation plans		X
(13) Wetlands as depicted on WisDNR wetland inventory maps or more detailed sources		X
(14) Environmental corridors, as mapped by the Village, County, or SEWRPC	X	
(B) Water Resources. Does the project site involve any of the following:		
(1) Location in an area traversed by a navigable stream, intermittent stream, or dry run		X
(2) Impact on the capacity of a stormwater storage system or flow of a waterway within one mile	To be determined in association with development by subsequent landowner	
(3) Existing drainage tile		X
(4) Lowering of water table by pumping or drainage		X
(5) Raising of water table by altered drainage		X
(6) Frontage on a lake, river, stream, or other navigable waterway	X	
(7) The use of septic systems for on-site waste disposal		X
(8) Existence or use of private wells		X
(C) Biological Resources. Does the project site involve any of the following:		
(1) Critical habitat for plants and animals of community interest or per WisDNR inventory:	To be determined in association with development by subsequent landowner	
(2) Endangered or rare plant or animal species per the WisDNR Wisconsin Natural Heritage Inventory:	same as above	
(3) Trees with a diameter of six or more inches at breast height outside of "mature woodlands" as defined in the subdivision ordinance (if yes, all trees of such size must be mapped)	X	
(4) Removal of over 40% of the trees on the site within a "mature woodland" as defined in the subdivision ordinance.		X

SITE ASSESSMENT CHECKLIST		
ITEM OF INFORMATION	YES	NO
(D) Human and Scientific Interest per State Historical Society Inventory. Does the project site involve any of the following:		
(1) An area of archeological interest included on the Wisconsin Archeological Site Inventory:		X
(2) An area of historical interest, including historic buildings or monuments listed on the State or National Register of Historic Places		X
(E) Energy, Transportation, Communications, and Community Facilities:		
(1) Would the development increase traffic flow on any arterial or collector street by more than 10% based upon the most recent traffic counts and trip generation rates provided by the Institute of Transportation Engineers?		X
(2) Is the land traversed by an existing or planned transportation facility, as shown on the Village's Official Map or in its Comprehensive Plan?		X
(3) Is the land identified on the Village's Official Map or in its Comprehensive Plan for new or expanded community facilities?		X
(4) Is the land within a highway noise impacted area (within 500 feet of an interstate or state or federal highway)?		X
(5) Is the land traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)?		X
(F) Population:		
(1) Which public school service areas (elementary, middle, and high) are affected by the proposed development, and what are those schools' available capacities?: To be provided in association with development by subsequent landowner	Elementary: _____ Capacity: _____ Middle: _____ Capacity: _____ High: _____ Capacity: _____	
NOTES: 1. "Yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development. 2. The Plan Commission may waive the filing of a site assessment checklist for subdivisions of less than 5 acres total area.		

SUBDIVIDER AGREEMENT FOR FUTURE IMPROVEMENTS TO VILLAGE UTILITIES

THIS SUBDIVIDER AGREEMENT (the “Agreement”) is made as of this _____ day of _____, 2021, by and between the University of Chicago (the “Owner”) and the Village of Williams Bay (the “Village”) with reference to the following.

RECITALS

- A. Owner holds title to certain real property located in the Village, more particularly described on the attached Exhibit A (the “Property”);
- B. This Agreement is entered into as a Village requirement related to the Property being rezoned to reflect a large lot residential use (SF-2) and subdivided into three separate lots by way of CSM (each a “Lot”);
- C. Upon receipt of the foregoing rezone and subdivision approvals, the Owner intends to sell each Lot to a successor in interest restricted to construction of one (1) single family residence per Lot, which restriction shall be endorsed on any and all deeds conveying any Lot.
- D. Village water and sanitary sewer lines are presently on site at the Property and will allow for service to the Property, as depicted on Exhibit B;
- E. The Village has determined that certain improvements and enhancements to infrastructure, including replacement of the existing water main and rehabilitation of the sanitary sewer line, each as depicted on Exhibit B and as described on Exhibit C are or will be required in the near future to accommodate service needs at the Property (the “Water Main and Sanitary Sewer Improvements” or “Improvements”); and
- F. The Village requires the Owner to enter into this Agreement to ensure that the Water Main and Sanitary Sewer Improvements shall be implemented and constructed as part of development of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing recitals and exhibits referenced therein are hereby incorporated into and made a binding part of this Agreement.

2. Improvements to be Constructed. No sooner than sixty (60) days following the execution of this Agreement and in no event later than the Permit Issuance Date (as defined below), the Village shall direct its Village engineer and administrator to prepare the plans and specifications for the Water Main and Sanitary Sewer Improvements work and the form of contract and bond with sureties as is necessary to bid out one or more contracts in accordance with Sec.61.54 and 62.15 Wis. Stats (each “a Contract”). Upon development of the Property by any Owner, and not later than the date upon which the Village issues a building permit to initiate the construction of a single-family residence as described in Ordinance Section 15.07 on any Lot on the Property (“Permit Issuance Date”), the Village shall cause to be constructed the Water Main and Sanitary Sewer Main Improvements. The Village shall cause the planning, design and construction of the Improvements with due diligence and cause completion of the Improvements within nine (9) months from the issuance of the above described building permit, subject to weather conditions and other factors outside the control of the Village.
3. Cost of Improvements. Upon completion of the Water Main and Sanitary Sewer Main Improvements, the Village shall invoice Owner for the direct third-party costs incurred by the Village for the work performed to construct the Improvements (“Special Charge”). The Special Charge will be allocated in equal amounts to each Lot. Owner shall, within thirty (30) days of receipt of the invoice, pay to Village the full amount of the Special Charge. If any such Owner does not pay the invoice within thirty (30) days of receipt of same, the Village is authorized to file a lien against the Lot(s) of such Owner for the unpaid amount of the invoice as a special charge pursuant to Wis. Stat. Sec. 66.0627 and no occupancy permit shall be issued to such Owner until the invoice is paid in full.
4. Approval by the Village. All work required under this Agreement shall be subject to inspection by the Village and its engineers and shall not be deemed complete nor accepted until the Village has reasonably determined that the work has been completed in a satisfactory manner.
5. Sanitary Sewer Main Easement. Upon the written request of the Village, Owner agrees to grant the Village a sanitary sewer main easement thirty (30) feet in width in the approximate location of the current ten (10) foot wide Easement for Sewer Main shown on Exhibit B. The legal description for the easement will be provided by the Village and the Village will prepare the easement for recording with the Walworth County Register of Deeds. Upon the granting of the easement, the Village and Owner agree to vacate the current Easement for Sewer Main recorded in the Walworth County Register of Deeds in Vol. 282, Page 485 as Doc #350387.
6. Tree Removal. Tree removal on any Lot shall be in accordance with applicable Village ordinances pertaining to the selective cutting of trees. As of the date of this Agreement, selective cutting, as described in Village Ordinance 18.0307 (D), is

limited to not more than thirty percent (30%) of the woodlands on the Lot as shown on the applicable tree survey for the Property, which is attached hereto as Exhibit D. The foregoing tree removal restrictions do not include tree removal caused or required by the Village for utility or easement purposes.

7. Owner's Warranty. The undersigned warrants to Village that Owner is the fee simple titleholder to the Property, the Property is not subject to any leases, and the signatory is fully authorized to execute this Agreement on behalf of the Owner.
8. Agreement Binding on Successors in Interest. The provisions of this Agreement are for the benefit of the Property as subdivided into Lots. For this reason, the terms of this Agreement shall bind successors in interest of the Owner and any burden imposed by such terms shall run with the Property, on a Lot-by-Lot basis. Upon the transfer of ownership of a given Lot to a successor in interest, the transferor of such Lot shall cease to have any liability under this Agreement.
9. Recordation. Upon execution, at the election of either the Village or the Owner, this Agreement may be recorded with the Register of Deeds for Walworth County.
10. Notices. All notices given pursuant to this Agreement shall be by personal service or sent by certified or registered mail, return receipt requested, with delivery restricted to addressee only. The date of delivery on the return receipt shall be conclusive upon all parties to this Agreement. All other notices, demands, requests, consents, approvals or communications that either party desires or is required by this Agreement to give to the other shall be in writing and either served personally or sent by prepaid, first-class mail. Notice mailed in this manner shall be conclusively deemed communicated within forty-eight (48) hours from time of mailing. Either party may change its address by notifying the other party in writing. Until notification of such change has been received, all notices sent under this Paragraph shall be addressed as follows:

Owner: University of Chicago
5801 S. Ellis Avenue, Suite 619
Chicago, IL 60637
Attn: Vice President and General Counsel

With a copy to:

Attorney Nicholas A. Egert
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147

Village: Village of Williams Bay
c/o Village Administrator
P.O. Box 580
Williams Bay, WI 53191

With a copy to:

Attorney Mark Schroeder
Consigny Law Firm, S.C.
303 East Court Street
Janesville, WI 53545

11. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Wisconsin.
12. Severability. If any part, term, or provision of this Agreement is held by any court to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
13. Modification. This Agreement may be modified or amended only with the prior written consent of the parties. Such modifications and amendments shall be executed with the same formality as this Agreement, shall be recorded, and shall be interpreted as provided in this Agreement.
14. Release of Obligation. In the event this Agreement is recorded and upon performance of Owner's obligations under Section 3 of this Agreement, Village shall, if requested by Owner, execute, acknowledge and deliver a quitclaim deed, or like written recordable document, to Owner within thirty (30) days after performance and to execute, acknowledge and deliver any other documents required by any title company to remove any cloud of title or exception to title coverage on the applicable Lot arising from this Agreement.
15. Effective Date. This Agreement shall become effective on the date of execution, which shall be deemed to be the date first written above.

IN WITNESS WHEREOF, the parties have executed this Subdivider Agreement as of the date first written above.

University of Chicago:

By: _____
Tracy G. McCabe, Associate Vice President

Village of Williams Bay:

By: _____
William Duncan, President

ATTEST:

Jackie Pankau, City Clerk