

**Appendix I**  
**Property Notifications/Agreements**

**I-1**

**Affected Riparian Owners Notification Letter**



500 Genesee Street, Delafield, WI 53018-1896

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May 1, 2008

(DRAFT COPY FOR REVISED CHAPTER 30 PERMIT)

Name  
Address  
Hartland, WI 53029

*RE: Lake Restoration Plan – Implications For Your Property*

Dear :

The City of Delafield and the Lake Welfare Committee are in the application process with the Wisconsin Department of Natural Resources to dredge and restore several areas of Lake Nagawicka. We intend to include in the application various communications, which notify property owners of potential concerns.

I am sending this letter to make sure you are aware of how the Lake Restoration Plan will impact your property during the project. I have detailed these impacts below:

- A. There will be pipes (approximately 10" width) entering and exiting the lake. These pipes will be secured to the bottom of the lakebed and will remain in place until the project is completed. The project is expected to extend from July through November, 2009, however a possibility exists for a second season if the project does not, as expected, run 24 hours per day.
- A. In the northeast "finger" of Zastrow's Bay, there will be two pipes entering the water on the Lang property. One is an outflow pipe, which will transport silt and "carriage" water to the dewatering site on Hirschman Lane. The second pipe is an inflow pipe, which will return the cleansed water back to the lake after the dewatering process has been completed. This pipe will end and discharge under the water near the center of greater Zastrow's Bay.
- B. There will be heavy equipment used to facilitate this project, and the equipment will be positioned on a 40' temporary floating barge. There will also be a pump located along the shore on the Lang property.
- C. There will be a 24-hour pump run in this area with a maximum decibel level of 85 (from 50 meters). The noise from this pump should equal that of light traffic. If there are citizen complaints about the noise, the contractor will be required to take all reasonable actions to reduce the noise levels further to address these complaints.
- D. It's expected that there will be some minor inconvenience to the residents of the North East corner of Zastrow's Bay during this construction process. However, there is also the expectation that you will be able to maintain full boating, fishing and use of the lake during this restoration process as well.

This is the most current information we have at this preliminary stage, but as more details become available, we will continue to keep you informed. If you have any questions pertaining to specific details of the Restoration Plan, please feel free to call any member of the Lake Welfare Committee, or feel free to call me at 262-303-4151, and I will do my best to get answers to any of your questions or concerns.

Respectfully,

Gayle Gaborsky  
Vice Chair  
City of Delafield - Lake Welfare Committee



500 Genesee Street, Delafield, WI 53018-1896

May 1, 2008 (Draft copy to be included with Revised Chapter 30 permit)

Name  
Address  
City, WI ZIP

*RE: Lake Restoration Plan – Implications For Your Property*

Dear :

The City of Delafield is about to undertake a significant restoration plan to ensure the long-term viability of Lake Nagawicka. This plan will include projects to improve the effects of decades of heavy siltation and erosion, which has a dramatic impact on wildlife, aquatic vegetation, lake clarity, recreational use and ultimately the preservation of property values throughout the community.

While we anticipate additional communications in the future, this letter will serve to provide you with general information about how the Lake Restoration Plan (“the Plan” or “the Project”) will affect your property and the area extending from your shoreline.

Starting on \_\_\_\_\_ 2009, we will begin Phase I of the Plan, which entails dredging certain areas of Lake Nagawicka. Prior to the project commencing, the contractor will establish a construction schedule indicating the order in which the dredging around the lake will progress. Dredging should end on or about \_\_\_\_\_ 2010.

A series of letters will be mailed to property owners who will receive a direct benefit from this project. Direct benefit is defined as muck or sediment being removed from directly in front of your property. Property delineations will be based on the property lines used by the City assessor and Waukesha County.

The first letter you will receive will provide a more defined window for the dates of dredging to be performed directly in front of your property. The goal is to notify you before the beginning of the boating season so you can decide if you want to put your pier and lifts in as usual, or wait until later in the season. We will also communicate with local pier and lift installers so they have a general awareness of the project.

Dredging and Restoration will be performed from up to 5 feet from the shoreline. Therefore, having your pier and lifts out of the way will allow for the highest quality result. While you will not be required to remove piers and lifts, the dredging contractor will dredge a full 10 feet away from any obstructions such as your pier that remain in the water when they arrive at your location.

The second letter will provide you with a 30-day notice of a specific range of dates when the dredging and restoration work will be performed in front of your property. This letter will also include an opportunity to schedule a site visit with the project coordinator to make sure all of your concerns are addressed and that both parties have a clear understanding of the work to be performed.

The third and final notification will be provided to you approximately 5-10 days prior to the dredging contractor’s arrival to dredge and restore in front of your property. This notification will likely be accomplished by the contractor with door hangers.

This process will create minor inconveniences for you and other Lake residents during this one- to two-year project. We expect an excellent job to be performed for each property owner and hope to provide reasonable recreational use of the Lake for you and all the people who use the Lake during the project.

As more details become available, we will keep you informed. If you have any questions pertaining to specific details of the Lake Restoration Plan, please view the Plan in its entirety at [www.cityofdelafield.com](http://www.cityofdelafield.com) or feel free to call any member of the Lake Welfare Committee or me at 262-303-4151.

Respectfully,

Gayle Gaborsky, Vice Chair  
Lake Welfare Committee

**I-2**

**Dewatering Site Acceptance Letter  
from the City of Delafield**



500 Genesee Street, Delafield, WI 53018-1896

November 8, 2007

Ms. Geri Radermacher  
Wisconsin Dept. of Natural Resources  
141 NW Barstow Street  
Waukesha, WI 53188

**Re: Identification of Dredge Spoils Disposal Site  
Application for Chapter 30 Dredging Permit (IP-SE-07-0018)  
for Lake Nagawicka Restoration Project in the City of Delafield**

Dear Ms. Radermacher:

In response to your letter of March 8, 2007 and your review of the City's application for a Chapter 30 dredging permit, we are providing additional information. Appendix 2, De-watering Locations, item A. requests a letter of permission, easements, etc. from the owners of the dewatering sites. Please note that the City has identified the de-watering and dredged spoils disposal site for the removal of materials from the Lake Nagawicka Restoration Project. Upon WDNR approval of this site, the disposal site is the City-owned land located on the SW 1/4 of the SE 1/4 of Section 9, T7N, R18E, in the City of Delafield. This parcel is 36 acres in size. The current land use, and anticipated land use for at least several years, is agricultural. The City will eventually develop this land for a park, and that development is being planned for construction sometime in the next few years.

If you have any other questions, please contact me.

Respectfully,

Philip Schuman, Mayor

cc: Kent Atwell, Chair, Lake Welfare Committee  
Matt Carlson, City Administrator  
Tom Hafner, P.E., Director of Public Works  
Gerry Berg, Foth & Van Dyke  
John Starke, Foth & Van Dyke  
Mike Court, City Engineer, Yaggy Colby Assoc.

**I-3**

**Lang and Lake County, LLC Property Easement Agreement**

**TEMPORARY EASEMENT FOR  
DREDGING ACTIVITIES**

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**TEMPORARY EASEMENT FOR DREDGING ACTIVITIES**

THIS EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Lake Country Land, LLC, Grantor, and City of Delafield, a corporate body politic under the laws of Wisconsin., Grantee.

WITNESSETH that the Grantor, for the sum of \$1.00 and other good and valuable consideration, does hereby sell, assign and convey on to the Grantee, and Grantee's invitees, an easement over and across the following described property in the City of Delafield, Waukesha County, Wisconsin, for the placement of piping, pumps, motor vehicles and all equipment required to transport dredged materials from Lake Nagawicka:

See attached Exhibit "A", more particularly described as follows:

Being a part of the Southeast 1/4 of Section 9, Township 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 9; thence S.00°15'00"W., along the East line of the said Southeast 1/4, a distance of 1,337.12 feet; thence N.89°49'00"W., a distance of 2,647.30 feet to the point of beginning of the hereinafter described lands; thence continue N.89°49'00"W. along said line, a distance of 20.00 feet to the West line of the said Southeast 1/4; thence N.00°01'00"E., along the said West line, a distance of 769.24 feet; thence N.89°59'00"E., a distance of 20.00 feet; thence S.00°01'00"W., a distance of 769.30 feet to the point of beginning. Said lands contain 15,387 square feet (0.35 acres).

In the event that Grantee enters upon the Easement area, upon termination of this easement Grantee shall restore all property of Grantor, its successors and assigns, disturbed by Grantee, to the condition existing immediately prior to the disturbance, including removal of pipes or other equipment and materials placed above or below ground by Grantee or its contractors.

The Grantee shall enter into a separate contract for the work within the Easement area to be performed by others. Such contract shall state that the work may be performed within the easement area 24 hours per day and 7 days per week. Noise abatement measures shall be incorporated into the work to ensure that noise levels do not exceed 85 db at 50 meters. Grantee's contractors shall be further required to take all reasonable measures to further reduce noise levels if the specified allowable noise level still results in noise complaints.

RETURN TO Thomas Hafner Director of Public Works 500 Genesee Street Delafield, WI 53018
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Tax Parcel No. Part of DELC0756997
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Grantee shall have the right to invite others on the Easement area for the purpose of assisting in the dredging activities, including but not limited to, third party contractors who will be performing the dredging activities.

The Easement area shall be kept clear of obstructions. In the event the Easement area shall at any time be obstructed, Grantee shall have the right to remove any obstructions in such manner as Grantee shall deem appropriate and the costs of such removal shall be the responsibility of the party who caused the obstruction. Grantor shall have the right to use the Easement area in any way or for any purpose that does not interfere with the dredging operations or Grantee's rights.

This easement shall be temporary and shall terminate on October 15, 2011 or upon completion of the dredging of Lake Nagawicka, whichever occurs first. This easement shall, regardless of the foregoing, run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantee and their respective successors and assigns.

Not more than sixty (60) days after the termination of this Easement Grantee shall pay Grantor for any loss or diminution of rent incurred by Grantor as a result of this Easement. It is understood that the current use of this land is agriculture and as such the maximum loss or diminution of rent to be paid under this Agreement shall be limited to Sixty Four Dollars (\$64.00). This amount is based on rent at sixty dollars (\$60.00) per tillable acre per year and a maximum duration of three (3) years.

Grantee shall indemnify, defend and hold harmless Grantor and its invitees, officers, agents, and employees from all liability and expenses including liability and expenses in connection with the any spill of dredged materials, loss of life, personal injury, or damage to property, associated with this Easement Agreement except in the event that such liability and/or expenses are caused in any way by the Grantor, its invitees, officers, agents and employees.

IN WITNESS WHEREOF, the above-named Lake Country Land, LLC, has caused this easement to be executed effective the day and year first above written.

LAKE COUNTRY LAND, LLC

By: Siepmann Development Company Limited Partnership, Member

By: Siepmann Realty Corp., General Partner

By: \_\_\_\_\_  
James P. Siepmann

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, the above named James P. Siepmann to me known to be the person who executed the foregoing instrument and acknowledged the same

\_\_\_\_\_

Notary Public, \_\_\_\_\_ Co., WI

My Commission expires \_\_\_\_\_

# EXHIBIT "A"

Being a part of the Southeast 1/4 of Section 9, Township 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin

LOT 1  
CSM 2823

LOT 4  
CSM 2823

WEST LINE OF THE SE  
1/4 SEC. 09-07-18

E 1/4 CORNER  
SEC. 9-07-18

S89°59'00"E  
20.00'

UNPLATTED LANDS

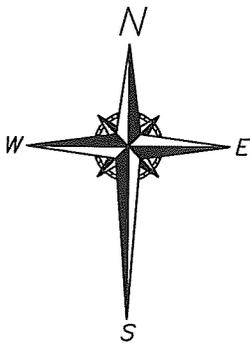
N00°01'00"E 769.24'  
S00°01'00"W 769.30'

S00°15'00"W 1337.12'  
EAST LINE OF THE SE 1/4 SEC.  
09-07-18

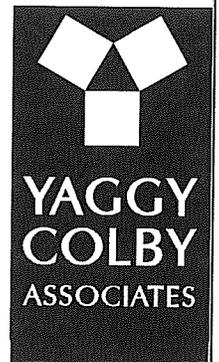
20' TEMPORARY  
EASEMENT FOR  
DREDGING  
ACTIVITIES

N89°49'00"W  
20.00'

N89°49'00"W 2647.30'



SCALE: 1" = 150'



**YAGGY  
COLBY  
ASSOCIATES**

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SURVEYORS • PLANNERS  
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