



Village of Menomonee Falls
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051-3140
Telephone: (262) 532-4200 Fax: (262) 532-4219

January 24, 2006

St. Anthony The Hermit
N74 W13604 Appleton Ave.
Menomonee Falls, WI 53051

Attn: Pastor Jerome Repenshek

**Re: Stormwater Facilities Operation, Inspection & Maintenance Agreement
Private Interceptor Main Sanitary Sewer Facilities Operation, Inspection &
Maintenance Agreement
St. Anthony The Hermit
Tax Key Nos. 0051.995**

Dear Fr. Repenshek,

Please find enclosed signed copies and the recorded copies of the Stormwater Facilities Operation, Inspection & Maintenance Agreement and the Private Interceptor Main Sanitary Sewer Facilities Operation, Inspection & Maintenance Agreement for St. Anthony The Hermit on Appleton Avenue for your records. It contains recording information showing proof of recording by the Waukesha County Register of Deeds.

Also, please find enclosed Invoice #ES-032 for the recording fees. Please make your check payable to the **Village of Menomonee Falls**.

Should you have any questions or require additional information, please do not hesitate to contact either Jon Bretl at (262) 532-4414 or myself at (262) 532-4418.

Sincerely,
VILLAGE OF MENOMONEE FALLS

Linda I. Losiniecki

Linda I. Losiniecki
Administrative Assistant III

Enclosures

Cc: Arlyn R. Johnson, Director of Engineering Services
Jonathan M. Bretl, Civil Engineer I
Dave Bate, Financial Services
Easement/Acquisition File

Vault



001946 DEC 14 08

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REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

12-14-2005 3:42 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 18.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 8

Recording Data

Return to:

Village of Menomonee Falls
Engineering Services
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

St. Anthony The Hermit

Tax Key No. MNFV 51.995

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WC3346234-008

STORMWATER FACILITIES
OPERATION, INSPECTION &
MAINTENANCE AGREEMENT

DOCUMENT TITLE

STORMWATER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between St Anthony The Hermit, A Wisconsin Corporation, (the "Property Owner"), and the Village of Menomonee Falls, (the "Village"). It is based upon the following:

- A. The Property Owner is the owner of certain real property (the "Property") located in the Village of Menomonee Falls, and which is further described as follows: as tax key MNFV 0051995 described as PT SW1/4 SEC 13 T8N R20E COM CTR FOND DU LAC RD 1534.50 FT S48 1/2 E OF W1/4 POST S48 1/2 E 380.16 FT N41 E 445.50 FT N48 1/2 W 164.34 FT N41 E 196.02 FT N48 1/2 E 221.76 FT S76 W 215.82 FT S2 E 143.22 FT S34 1/2 W 364.32 FT TO BGN VOL 90/360 DEEDS EX LANDS LYING N OF BOUNDARY LINE AS DESCRIBED IN VOL 927/506 DEEDS ALSO COM W1/4 COR E 825.00 FT THE BGN E 495.30 FT S 773.00 FT S37 20'W 365.00 FT N46 31'W 377.90 FT N 803.20 FT TO BGN VOL 440/194 DEEDS EX VOL 644/97 DEEDS EX VOL 649/317 DEEDS EX VOL 663/358 DEEDS ALSO COM AT POINT "A" AS DESCRIBED IN VOL 217/634 DEEDS S0 10'W 140.25 FT S36 48'W 364.32 FT S46 38'E 16.5 FT N36 46'E 371.69 FT N0 19'E 149.28 FT S77 58'W 16.5 FT TO BGN VOL 663/360 DEEDS as shown in Exhibit "A".
- B. The Property Owner intends to develop the Property pursuant to a Site Plan approved by the Village and known as (the "Plan") as shown in Exhibit "B".
- C. The health, safety, and welfare of the residents of Menomonee Falls, Wisconsin, require that on-site Stormwater Management Facilities be provided on the Property.
- D. The Plan provides for the construction of any detention basin, retention basin, outlet structures, inlet structures, storm sewer, underground storage facility, swales, berms or any structure and grading associated with stormwater management (the "Stormwater Management Facilities") within the confines of the Property.
- E. The Village requires that on-site Stormwater Management Facilities as shown on the Plan be constructed, operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

1. The on-site Stormwater Management Facilities shall comply with the policy outlined in the Village "Stormwater Management Guidelines," and with the Milwaukee Metropolitan Sewage District "Stormwater Rules, Chapter 13 of the MMSD Rules and Regulations;" and shall be constructed by the Property Owner in compliance with Village approved plans and specifications identified in the Plan.
2. Upon completion of the project, The Property Owner shall supply the Village with complete set of construction as-built drawings in ink on standard size mylar, and in AutoCAD format (*.DWG) on computer disk or CD of the Stormwater Management Facilities within thirty (30) days of completion of the project. The as-built plan will be used by the Village to determine if the Stormwater Management Facilities are constructed according to the Village approved plans. The Stormwater Management Facilities will be accepted only after the Village approves the as-built plans.
3. The Property owner shall not construct, place or allow or suffer the construction or placement of structures within the Stormwater Management Facilities that affect the operation of the facilities; or that alter the elevations and slopes from those designed, established and constructed; without the specific written approval of the Village.
4. The Property Owner shall submit a landscape proposal and diagram with vegetation types to the Village prior to planting trees or shrubs in the Stormwater Management Facilities. The Village shall have the right to determine which species of trees and shrubs are appropriate for planting within the Stormwater Management Facilities. The Property Owner shall not plant shrubs or trees in the Stormwater Management Facilities unless approved by the Village.

0011948 DEC 14 8

5. The Property Owner shall adequately maintain the Stormwater Management Facilities. Adequate maintenance is defined as good working condition so that these facilities are performing their design functions. The Property Owner must inspect the Stormwater Management Facilities within 24 hours of any major rain event.
6. The Property Owner shall hire a licensed professional engineer to inspect the Stormwater Management Facilities every (5) five years and submit an inspection report to the Village as proof of compliance. The Village approved Inspection Report form shall be used to determine the condition of the facilities. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facility such as berms, outlet structure, pond areas, access roads, etc. The conditions shall be noted in the inspection report.
7. The Property Owner will perform or otherwise be responsible for any work necessary to keep the Stormwater Management Facilities in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man made; and to resolve any citizen complaints. If deficiencies or damages are noted in the inspection report provided to the Village under ¶6 or if complaints are reported to the Village, the Property Owner has thirty (30) days from the date of the report or complaint to take appropriate measures to correct any deficiencies or damages and respond to citizen complaints.
8. The Property Owner hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Management Facilities whenever the Village deems necessary.
9. If the Property Owner fails to inspect the Stormwater Management Facilities as required, or maintain the Stormwater Management Facilities in good working condition acceptable to the Village and make all the necessary repairs and/or improvements to correct damages, both natural and man made, and to resolve any complaints, the Village, upon thirty (30) days written notice to the Property Owner, may enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village shall be empowered without notice of public hearing, to impose a special charge for the cost of said work upon the Property Owner payable at the next succeeding tax bill.
10. This Agreement imposes no liability of any kind whatsoever on the Village. The Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, any action or failure to act with respect to the storm water facilities on the Property or because of any adverse effect upon any person or property related or alleged to be related to the storm water detention basins from any liability if the Stormwater Management Facilities fail to operate properly. The Village shall have the right to defend any such claim and the Property Owner shall reimburse the Village for any and all cost and/or expenses, including but not limited to attorney's fees, which the Village may incur as a result of such claims.
11. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.
12. By signing below, the person signing on behalf of the Property Owner represents that he has authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
13. This Agreement shall be recorded With the Register of Deeds Waukesha County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.

0011949 DEC 14 2005

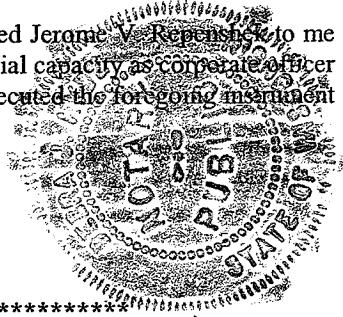
IN WITNESS WHEREOF St. Anthony The Hermit, A Wisconsin Corporation, has caused this Agreement to be signed this 16th day of November, 2005.

By: Rev. Jerome V. Repenshek
Jerome V. Repenshek, Pastor

State of Wisconsin)
) Ss.
County of Waukesha)

Personally came before me this 16 day of November, 2005, the above named Jerome V. Repenshek to me known to be the person who executed the foregoing instrument in his respective official capacity as corporate officer of St. Anthony The Hermit, A Wisconsin Corporation, and acknowledged that he executed the foregoing instrument as managing member of said Corporation by its authority.

Dell F. Hyde
Notary Public
Waukesha County, Wisconsin
My Commission Expires on 10-11-2009



Approved by the Board of Trustees of the Village of Menomonee Falls, this 5th day of December, 2005.

VILLAGE OF MENOMONEE FALLS

Richard A. Rechlicz
Richard A. Rechlicz, Village President

Richard A. Farrenkopf
Richard A. Farrenkopf, Village Manager/Clerk/Treasurer

This instrument was drafted by
The Village of Menomonee Falls
Jonathan M. Bretl
Date: August 30, 2005



0011950 DEC 14 1950

Exhibit "A"

0011952 DEC 14 1950

Exhibit "B"

001954 DEC 14 2005

3346235



WC3346235-008

PRIVATE INTERCEPTOR MAIN
SANITARY SEWER FACILITIES
OPERATION, INSPECTION &
MAINTENANCE AGREEMENT

DOCUMENT TITLE

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

12-14-2005 3:42 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 18.00
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Engineering Services
W156 N8480 Pilgrim Road
Menomonee Falls, WI 53051

St. Anthony The Hermit

Tax Key No. MNFV 51.995

MNFV
CMG
29/8

PRIVATE INTERCEPTOR MAIN SANITARY SEWER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between St. Anthony The Hermit, A Wisconsin Corporation ("Property Owner"), and the Village of Menomonee Falls, (the "Village"). It is based upon the following:

- A. The Property Owner is the owner of certain real property (the "Property") located in the Village of Menomonee Falls, and which is further described as follows: as tax key MNFV 0051995 described as PT SW1/4 SEC 13 T8N R20E COM CTR FOND DU LAC RD 1534.50 FT S48 1/2 E OF W1/4 POST S48 1/2 E 380.16 FT N41 E 445.50 FT N48 1/2 W 164.34 FT N41 E 196.02 FT N48 1/2 E 221.76 FT S76 W 215.82 FT S2 E 143.22 FT S34 1/2 W 364.32 FT TO BGN VOL 90/360 DEEDS EX LANDS LYING N OF BOUNDARY LINE AS DESCRIBED IN VOL 927/506 DEEDS ALSO COM W1/4 COR E 825.00 FT THE BGN E 495.30 FT S 773.00 FT S37 20'W 365.00 FT N46 31'W 377.90 FT N 803.20 FT TO BGN VOL 440/194 DEEDS EX VOL 644/97 DEEDS EX VOL 649/317 DEEDS EX VOL 663/358 DEEDS ALSO COM AT POINT "A" AS DESCRIBED IN VOL 217/634 DEEDS S0 10'W 140.25 FT S36 48'W 364.32 FT S46 38'E 16.5 FT N36 46'E 371.69 FT N0 19'E 149.28 FT S77 58'W 16.5 FT TO BGN VOL 663/360 DEEDS as shown in Exhibit "A".
- B. The Property Owner intends to install a private interceptor main sewer on the Property within the easement area shown in Exhibit "B" in according with the construction plans approved by the Village, the Milwaukee Metropolitan Sewerage District (MMSD) and the Wisconsin Department of Commerce (DOC) (the "Plan") on file in the Village Engineering office.
- C. The Plan provides for the construction of the private interceptor main sewer including all manholes and laterals associated with private interceptor main sewer (the "Private Sewer") within the confines of the Property.
- D. The Village, MMSD and DOC require that the Private sewer as shown on the Plan be constructed, operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

1. The Private Sewer shall comply with all current requirements as well as any future revisions of Comm 81 of the Wis. Adm. Code and Chapter 2 of the MMSD Rules and Regulations" and shall be constructed by the Property Owner in compliance with Village approved plans and specifications identified in the Plan.
2. The Property Owner shall supply the Village with complete set of construction as-built drawings in ink on standard size mylar, and in AutoCAD format (*.DWG) on computer disk or CD of the Private Sewer within thirty (30) days of completion of the project. The as-built plan will be used by the Village to determine if the Private Sewer was constructed according to the Village approved plans. The Private Sewer will be considered complete by the Village upon the Village's approval of the as-built plan.
3. The Property owner shall not construct, place or allow or suffer the construction or placement of structures and/or landscaping over the Private Sewer that will affect the operation and maintenance of the Private sewer without the specific written approval of the Village except for the bituminous asphalt pavement that has been previously approved.
4. The Property Owner shall adequately maintain the Private Sewer. Adequate maintenance shall mean the preservation of the functional integrity and efficiency of a wastewater conveyance facility, including its equipment and structures. The term includes preventive maintenance, correctional maintenance and replacement of defective materials. Maintenance includes but is not limited to; root-cutting, rodding out, high pressure sewer jetting, closed-circuit televising, dye testing, manhole inspection and repairing leaks.

5. The Property Owner shall hire a licensed professional engineer to inspect the Private Sewer every 2 (two) years by closed-circuit televising, jet clean with vacuuming every 2 (two) years and submit an inspection report and video to the Village Sewer Utility as proof of compliance. The Village will work with the Property Owner to determine if any maintenance is necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall also cover the sanitary manholes for signs of infiltration. The conditions shall be noted in the inspection report.
6. The Property Owner will perform or otherwise be responsible for any work necessary to keep the Private Sewer in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man made; and to resolve any citizen complaints related to the "Property Owners" obligations under this agreement. If deficiencies or damages are noted in the inspection report provided to the Village under ¶5 or if complaints are reported to the Village related to the "Property Owners" obligations under this agreement, the Property Owner has thirty (30) days from the date of the report or complaint to take appropriate measures to correct any deficiencies or damages and respond to citizen complaints. The Property Owner shall promptly advise the Village of the actions taken to respond to, address or correct any deficiencies or complaints.
7. The Property Owner hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the Private sewer whenever the Village deems necessary.
8. If the Property Owner fails to inspect the Private Sewer as required, or maintain the Private Sewer in good working condition acceptable to the Village and make all the necessary repairs and/or improvements to correct damages, both natural and man made, and to resolve any complaints, the Village, upon thirty (30) days written notice to the Property Owner, may enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village shall be empowered without notice of public hearing, to impose a special charge for the cost of said work upon the Property payable at the next succeeding tax bill.
9. This Agreement imposes no liability of any kind whatsoever on the Village. The Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, any action or failure to act with respect to the Private Sewer on the Property or because of any adverse effect upon any person or property related or alleged to be related to the Private Sewer from any liability if the Private Sewer fails to operate properly. The Village shall have the right to defend any such claim and the Property Owner shall reimburse the Village for any and all cost and/or expenses, including but not limited to attorney's fees, which the Village may incur as a result of such claims.
10. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.
11. By signing below, the person signing on behalf of the Property Owner represents that he has authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
12. This Agreement shall be recorded With the Register of Deeds Waukesha County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.

0011957 DEC 14 2005

IN WITNESS WHEREOF St. Anthony The Hermit, A Wisconsin Corporation, has caused this Agreement to be signed this 16th day of November, 2005.

St. Anthony The Hermit, A Wisconsin Corporation

By: Rev. Jerome Repenshek
Jerome V. Repenshek, Pastor

STATE OF WISCONSIN)

Waukesha COUNTY) SS

Personally came before me this 16 day of November, 2005, the above named Jerome V. Repenshek to me known to be the person who executed the foregoing instrument in his respective official capacity as corporate officer of St. Anthony The Hermit, A Wisconsin Corporation, and acknowledged that he executed the foregoing instrument as managing member of said Corporation by its authority.

Dol. A. Hoyd
Notary Public, Wisconsin
My commission 10-11-2009

Approved by the Board of Trustees of the Village of Menomonee Falls, this 7th day of November, 2005.

VILLAGE OF MENOMONEE FALLS

Richard A. Rechlicz
Richard A. Rechlicz, Village President

Richard A. Farfenkopf
Richard A. Farfenkopf, Village Manager/Clerk/Treasurer

This instrument was drafted by
The Village of Menomonee Falls
Thomas M. Hoffman, PE
Date: September 26, 2005



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Exhibit "A"

000960 DEC 14 1968

Exhibit "B"

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