



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

October 18, 2005

14

Specshep, LLC
C/o Cousins Submarines
N83 W13400 Leon Rd.
Menomonee Falls, WI 53051

Attn: William Specht

**Re: Stormwater Facilities Operation, Inspection & Maintenance Agreement
Specshep, LLC
Tax Key Nos. 0053.027
0053.027.002
0053.027.003**

Dear Mr. Specht,

Please find enclosed a signed copy and the recorded copy of the Stormwater Facilities Operation, Inspection & Maintenance Agreement for the development site on Appleton Avenue for your records. It contains recording information showing proof of recording by the Waukesha County Register of Deeds.

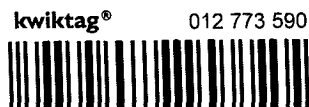
Also, please find enclosed Invoice #ES-030 for the recording fees. Please make your check payable to the **Village of Menomonee Falls**.

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



WC3318242-010

001654 SEP 19 2005

STORMWATER FACILITIES
OPERATION, INSPECTION &
MAINTENANCE AGREEMENT

3318242

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

09-19-2005 2:24 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 22.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 10

DOCUMENT TITLE

Recording Data

Return to:

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

Specshep, LLC

Tax Key Nos. MNFV 53.027
53.027.002
53.027.003

MNFV
29111

STORMWATER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between SPECSHEP, LLC (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 Parcel 1 of Certified Survey Map No. 8108 as recorded by deed in the land records of Waukesha County, Volume 70, Page 240 - 242, Document Number 242385, as shown on Exhibit "A".
- B. The Property Owner intends to develop the Property pursuant to a Site Plan approved by the Village (the "Plan"), as shown on 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.

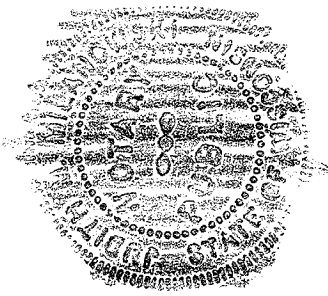
NOW, THEREFORE, based on the above, the parties agree as follows:

1. The on-site Stormwater Management Facilities shall comply with the policy outlined in the Village "Stormwater Management Guidelines," and 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.
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 Biannual 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 reasonable citizen complaints. If deficiencies or damages are noted in the inspection report provided to the Village under ¶6 or if reasonable 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 reasonable 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. However, the Village, will provide notice of a claim to the Property Owner and the right to participate in defense.
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.

IN WITNESS WHEREOF, SPECSHEP, LLC has caused this Agreement to be signed this 2nd day of September, 2005.

By: William F. Specht
William F. Specht, Member



State of Wisconsin)
) Ss.
County of Waukesha)

Personally came before me this 2nd day of September, 2005, the above named William F. Specht to me known to be the person who executed the foregoing instrument in his respective official capacity as Member of said ~~corporation~~ ^{limited liability company}, and acknowledged that he executed the foregoing instrument as a ~~corporate officer~~ ^{member} as the deed of said ~~Corporation~~ ^{limited liability company} by its authority.

Judith M. Mearns
Notary Public
Waukesha County, Wisconsin
My Commission Expires on 6/18/06

IN WITNESS WHEREOF, the said **Village of Menomonee Falls**, a Wisconsin Municipal Corporation, has caused these presents to be signed by Richard A Rechlicz its Village President, and Countersigned by Richard A. Farrenkopf, its Village Clerk at Menomonee Falls, Wisconsin, this 8th day of September, 2005.

VILLAGE OF MENOMONEE FALLS

Richard A. Rechlicz
Richard A Rechlicz, Village President

Richard A. Farrenkopf
Richard A. Farrenkopf, Village Clerk



This instrument was drafted by
The Village of Menomonee Falls
Jonathan M. Bretl
Date: June 27, 2005

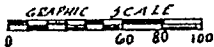
0011658 SEP 19 85

Exhibit "A"

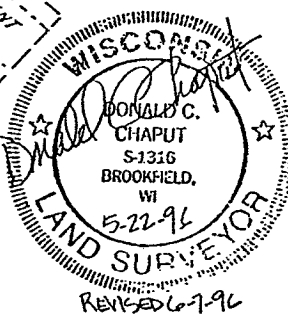
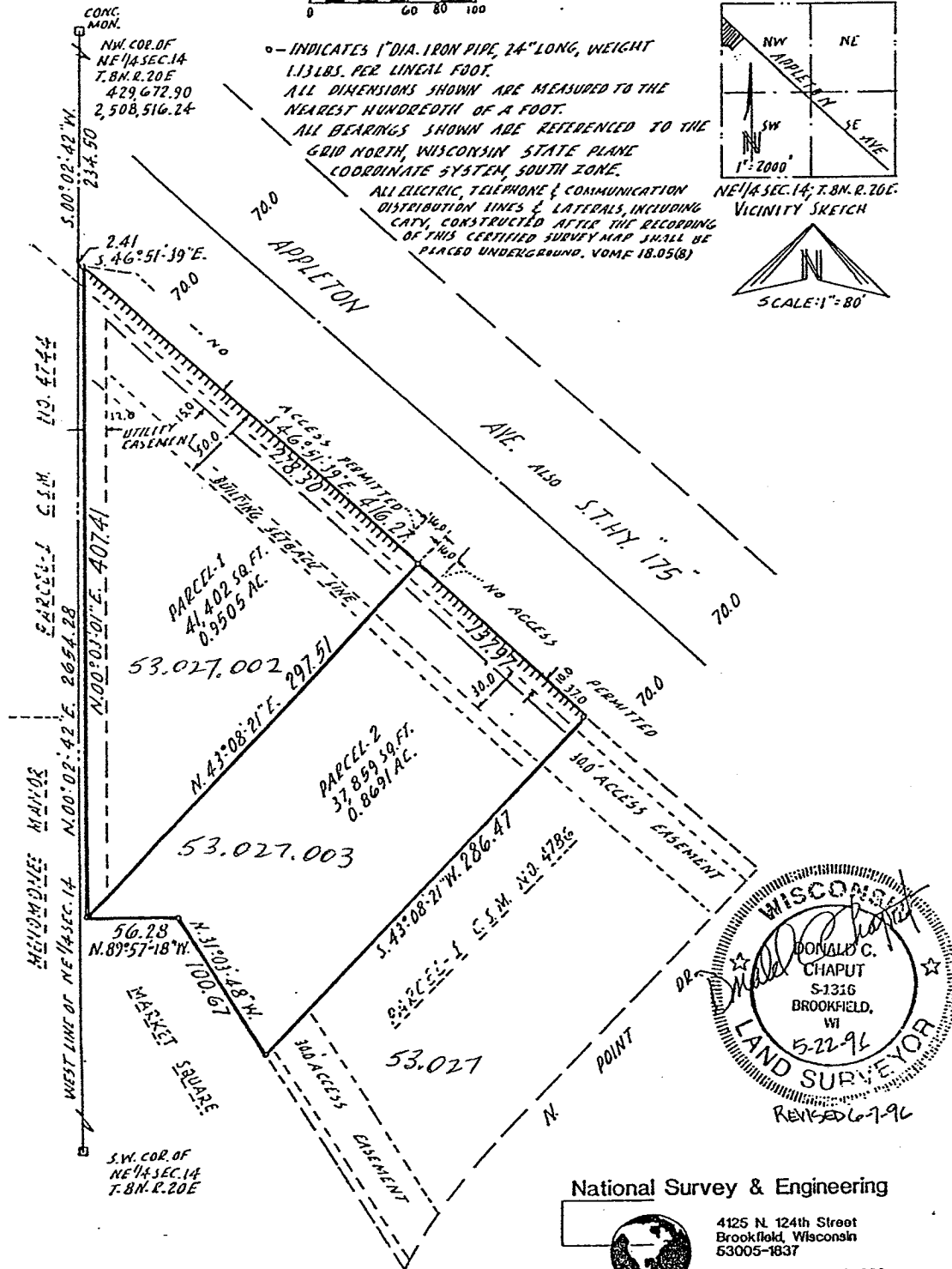
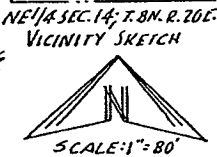
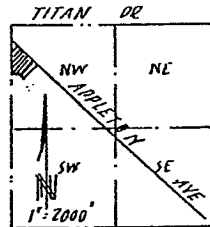
FILE COPY

CERTIFIED SURVEY MAP NO. 8108

A redivision of Parcel 2 of Certified Survey Map No. 4786, being a redivision of Lot 7 in Block 3 in Market Square Subdivision, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.



o INDICATES 1" DIA. IRON PIPE, 24" LONG, WEIGHT 1.13 LBS. PER LINEAL FOOT.
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS SHOWN ARE REFERENCED TO THE GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
ALL ELECTRIC, TELEPHONE & COMMUNICATION DISTRIBUTION LINES & LATERALS, INCLUDING CITY, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND, W.M.F. 18.05(8)



National Survey & Engineering



4125 N. 124th Street
Brookfield, Wisconsin
53005-1837
Telephone 414-781-1000

CERTIFIED SURVEY MAP NO. 8108

A redivision of Parcel 2 of Certified Survey Map No. 4786, being a redivision of Lot 7 in Block 3 in Market Square Subdivision, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

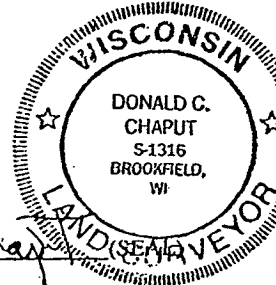
I, DONALD C. CHAPUT, Registered Land Surveyor, hereby do certify:

THAT I have surveyed, divided and mapped a redivision of Parcel 2 of Certified Survey Map No. 4786, being a redivision of Lot 7 in Block 3 in Market Square Subdivision, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, which is bounded and described as follows: Beginning at the most Northerly corner of Parcel 2; thence South 46°51'39" East along the Westerly line of West Appleton Avenue 416.27 feet to a point; thence South 43°08'21" West 286.47 feet to a point; thence North 31°03'48" West 100.67 feet to a point; thence North 89°57'18" West 56.28 feet to a point in the Westerly line of said Parcel 2; thence North 00°03'01" East along the Westerly line of Parcel 2 aforesaid 407.41 feet to the point of beginning. Containing 1.8196 acres.

THAT I have made this survey, land division and map by the direction of SPECSHEP LLC, owner.

THAT such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 18 of the Village Code of the Village of Menomonee Falls, in surveying, dividing and mapping the same.



June 7, 1996
DATE REV JUNE 12, 1996

Donald C. Chaput
DONALD C. CHAPUT,
REGISTERED LAND SURVEYOR S-1316

OWNER'S CERTIFICATE

SPECSHEP LLC, as owner, certify that said Limited Liability Company caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 236.31 of the Wisconsin Statutes and Chapter 18 of the Village Code of the Village of Menomonee Falls.

SPECSHEP LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection:

Village of Menomonee Falls

CERTIFIED SURVEY MAP NO. 8108

A redivision of Parcel 2 of Certified Survey Map No. 4786, being a redivision of Lot 7 in Block 3 in Market Square Subdivision, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

WITNESS the hand and seal of SPECSHEP LLC, represented by WILLIAM SPECHT this 13th day of JUNE, 1996.

In the presence of: [Signature]

SPECSHEP LLC
[Signature]
WILLIAM SPECHT

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

PERSONALLY, came before me this 13th day of June, 1996, the above named WILLIAM SPECHT, representing SPECSHEP LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature] (SEAL)
Notary Public, State of Wisconsin
My commission expires 6/28/98
My commission is permanent.

MENOMONEE FALLS PLAN COMMISSION

PRELIMINARY APPROVAL: 6-5-96 [Signature]
DATE THOMAS E. SCHMIDT, SECRETARY
FINAL APPROVAL: 8-7-96 [Signature]
DATE THOMAS E. SCHMIDT, SECRETARY

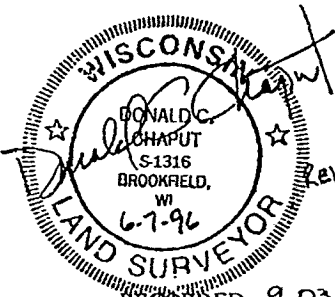
VILLAGE BOARD APPROVAL

RESOLVED that the Certified Survey Map of SPECSHEP LLC, owner of said lands, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin, having been approved by the Plan Commission and the same is hereby approved and accepted by the Village Board of Trustees of the Village of Menomonee Falls on AUGUST 19, 1996.

[Signature]
JOSEPH J. GRECO, PRESIDENT

I HEREBY certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of Trustees of the Village of Menomonee Falls, Wisconsin on 8-19, 1996.

[Signature]
PATRICIA A. STRUVE, CLERK - TREASURER

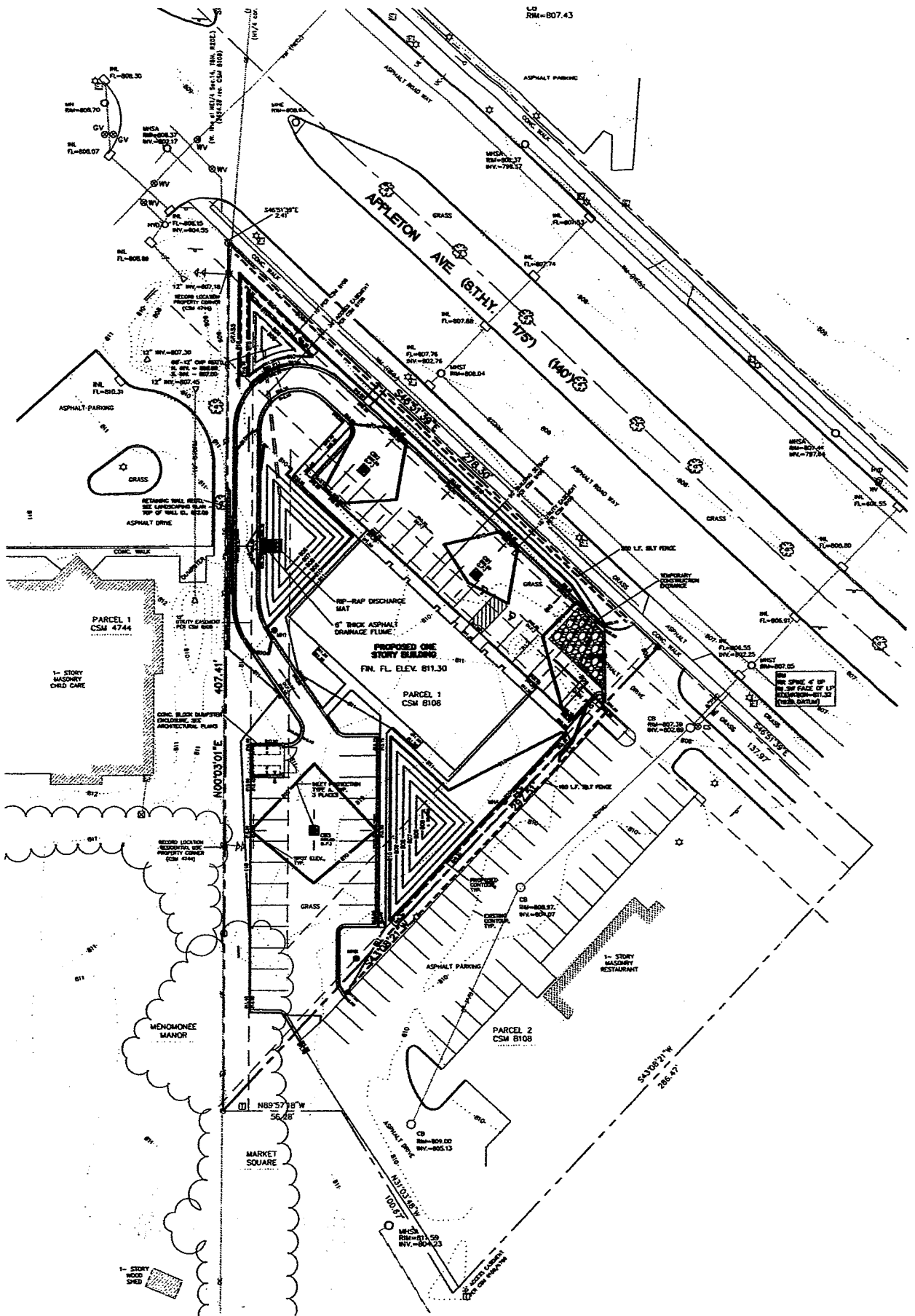


THIS INSTRUMENT WAS DRAFTED BY DONALD C. CHAPUT,
REGISTERED LAND SURVEYOR S-1316

RECORDED 9.03.96 DOCUMENT NO. 242385 VOLUME 70
PAGE(S) 240-242.

0011662 SEP 19 1982

Exhibit "B"



PARCEL 1 CSM 4744

PROPOSED ONE STORY BUILDING
FIN. FL. ELEV. 811.30

PARCEL 1 CSM 8108

PARCEL 2 CSM 8108

MARKET SQUARE

APPLETON AVE (6TH ST)

1-STORY MASONRY CHILD CARE

1-STORY MASONRY RESTAURANT

1-STORY WOOD SHED

SEE SPACE & UP
ON SHIP PAGE OF LP
ELEVATION-811.30
(THIS DETAIL)