



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

October 1, 2004

Menomonee Falls Store, LLC  
C/o Steinhafel's Furniture Superstore  
W231 N1013 Highway 164  
Waukesha, WI 53186

Attn: Michael Ceccato

**Re: Stormwater Facilities Operation, Inspection & Maintenance Agreement  
Menomonee Falls Store  
Tax Key Nos. 10.972  
10.973  
10.974  
10.975**

Dear Mr. Ceccato,

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

Also, please find enclosed Invoice #ES-023 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  
Frank J. Gebauer, Civil Engineer I  
Dave Bate, Financial Services  
~~Vault~~

001027 SEP 15 3

3204691

Document No.

STORMWATER FACILITIES  
OPERATION, INSPECTION &  
MAINTENANCE AGREEMENT

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

09-15-2004 2:39 PM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 28.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 13

DOCUMENT TITLE

Recording Data

Return to:

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

Menomonee Falls Store, LLC

Tax Key No. MNFV 10.972  
10.973  
10.974  
10.975

*Due*  
*9/13*  
*MNFV*

# STORMWATER FACILITIES OPERATION, INSPECTION AND MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS STORMWATER FACILITIES OPERATION, INSPECTION AND MAINTENANCE AGREEMENT ("Agreement") is made by and among Menomonee Falls Store, LLC ("Store"); John G. Kreuser or Helen M. Kreuser as trustees of the Kreuser Trust dated February 11, 1998 ("Kreuser Trust"), and Donny G. Wilegus and Alice H. Wilegus Family Trust ("Wilegus Trust") (Kreuser Trust and Wilegus Trust, collectively, "Trust"); and the Village of Menomonee Falls ("Village") as of the Effective Date.

## RECITALS

- A. Store and Trust are all the owners of four lots within a certified survey map recorded in the Office of the Register of Deeds on January 20, 2004, as Waukesha County Certified Survey Map No. 9708, and which individual lots are owned by such parties as follows: Trust—Lots 1 and 2; Store—Lots 3 and 4. A copy of Certified Survey Map No. 9708, which subdivided Lots 1, 2, 3 and 4 (collectively, "Property"), is attached as Exhibit A.
- B. Store and Trust are two of three parties in interest in and to a Reciprocal Easement Agreement dated December 29, 2003 ("REA"), and recorded in the Waukesha County Register of Deeds on January 20, 2004, as Document No. 3120912, and which REA contemplates certain shared rights of storm drainage and other rights and obligations as more particularly described in the REA.
- C. The third party to the REA is Menomonee Falls Vacant Land, LLC, former owner of Lot 3 and which has recently conveyed said Lot 3 to Store.
- D. As more particularly described in certain plans prepared by Arnold & O'Sheridan, Inc., as their Project No. 040089, and dated April 9, 2004 ("Plans"), Store intends to perform certain excavation, grading and drainage activity on the Property, as contemplated under the REA.
- E. The Plans provide for the construction of detention basins, outlet structures, inlet structures, storm sewer, swales, berms or any structure and grading associated with stormwater management (the "Stormwater Management Facilities") within the confines of the Property.
- F. The Village requires that on-site Stormwater Management Facilities as shown on the Plans be constructed, operated and adequately maintained by the present owners and their respective successors and assigns (collectively, "Property Owners") of the four (4) Lots, which together form the Property.

## AGREEMENT

NOW, THEREFORE, based on the above recitals, and covenants and agreements hereafter set forth, the parties agree as follows:

1. As contemplated under the REA, Store shall initially perform the work contemplated in the Plans, including, without limitation, the creation of all three stormwater detention basins (each, a "Basin") as shown on the site plan attached as Exhibit B. Such construction shall be performed in accordance with the Plans and the remainder of this Agreement.
2. Trust, as the owner of Lots 1 and 2, shall be responsible for the maintenance of landscaping on Lots 1 and 2, and the maintenance of Basin 1, as Basin 1 is located on Lots 1 and 2.
3. Store, as the owner of Lots 3 and 4, shall be responsible for the maintenance of the landscaping on Lots 3 and 4, and the maintenance of Basins 2 and 3, as Basin 2 is located on Lot 2 and as Basin 3 is located on Lot 4.

4. 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 Store in compliance with the Plans as approved by Village.
5. Store shall supply the Village with an as-built plan 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.
6. Neither Store nor Trust nor their respective successors or assigns shall construct, place or allow or suffer the construction or placement of structures within the Stormwater Management Facilities that adversely affect the operation of such facilities; or that alter the elevations and slopes from those designed, established and constructed; without the specific written approval of the Village.
7. Store and Trust shall each submit a landscape proposal and diagram with vegetation types to the Village prior to planting any trees or shrubs on their respective lot(s) within 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. No shrubs or trees shall be planted in the Stormwater Management Facilities unless approved by the Village.
8. The Property Owners in accord with the delineated responsibility detailed in Paragraphs 2 and 3 above each shall adequately maintain the Stormwater Management Facilities. Adequate maintenance is defined as good working condition so that these facilities perform their design functions. Each Property Owner as to their respective maintenance responsibility shall inspect the Stormwater Management Facilities on such Property Owner's lot within 24 hours of any major rain event.
9. In accord with the delineated responsibility detailed in Paragraphs 2 and 3 above, each Property Owner shall hire a licensed professional engineer to inspect the Stormwater Management Facilities and submit an inspection report biannually 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.
10. The Property Owners 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 Section 9 or if complaints are reported to the Village, the affected Property Owner shall have 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.
11. The Property Owners hereby grant permission to the Village, its authorized agents and employees, to enter upon the Property to inspect the Stormwater Management Facilities whenever the Village deems necessary, provided there shall be no interference with business operations conducted on the lot being inspected.
12. If any Property Owner fails to inspect the Stormwater Management Facilities in accord with the delineated responsibility detailed in Paragraphs 2 and 3 above, 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 legitimate complaints concerning a failure to comply with their respective responsibilities under this Agreement, the Village, upon thirty (30) days written notice to the Property Owner failing in such obligation, may enter upon the Property and correct such 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 defaulting Property Owner payable with the next succeeding tax bill.

001030 SEP 15 04

- 13. This Agreement imposes no liability of any kind whatsoever on the Village and creates no third party beneficiary's rights to citizens of Menomonee Falls. Each 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 Stormwater Management Facilities on the responsible Property Owner's property or because of any adverse effect upon person or property related or alleged to be related to the 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 responsible for such claim shall reimburse the Village for any and all cost and/or expenses, including but not limited to attorneys' fees, which the Village may incur as a result of such claims.
  
- 14. It is intended that this Agreement and the REA be complementary. If this Agreement provides Village any right against a particular Property Owner due to the location of a Detention Basin on such Property Owner's property and obligations for maintenance are assigned under the REA to a separate Property Owner, this Agreement shall not serve to abrogate any right or claim that one Property Owner may have against another Property Owner under the REA. 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 all of the undersigned parties and their successors or assigns. References herein to Store or Trust shall mean the undersigned entities and their respective successors and assigns in ownership to Lots 1, 2, 3 and 4. Upon transfer of ownership to a lot, the transferor shall be relieved of further liability under this Agreement, except as accruing prior to date of transfer.
  
- 15. This Agreement shall become effective as of the date it is approved by the Village or the date it is executed by the Property Owners, whichever is later.

IN WITNESS WHEREOF, this Agreement is made as of the date set forth above.


**STORE:**  
**MENOMONEE FALLS STORE, LLC**  
**(OWNER OF LOTS 3 AND 4)**

By:   
Gary J. Steinhafel, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN       )  
  ) SS.  
COUNTY OF WAUKESHA    )

Personally came before me this 3<sup>RD</sup> day of September, 2004, the above-named Gary J. Steinhafel, to me known to be a member of Menomonee Falls Store, LLC, and the person who executed the foregoing instrument in such capacity and acknowledged the same.

  
\_\_\_\_\_  
Michael L. Ceccato  
Notary Public, Wisconsin  
My Commission is permanent

**TRUSTS:**

**KREUSER TRUST:**

**JOHN G. KREUSER OR HELEN M. KREUSER AS TRUSTEES  
OF THE KREUSER TRUST DATED FEBRUARY 11, 1998  
(OWNER OF LOT 1)**

By: John G. Kreuser  
John G. Kreuser, Trustee

By: Helen M. Kreuser  
Helen M. Kreuser, Trustee

**WILEGUS TRUST:**

**DONNY G. WILEGUS AND ALICE H. WILEGUS FAMILY TRUST  
(OWNER OF LOT 2)**

By: Donny G. Wilegus  
Donny G. Wilegus, Trustee

By: Alice H. Wilegus  
Alice H. Wilegus, Trustee

**ACKNOWLEDGMENTS**

STATE OF WISCONSIN )  
) SS.  
COUNTY OF Milwaukee )

Personally came before me this 7<sup>th</sup> day of September, 2004, the above-named John G. Kreuser and Helen M. Kreuser, as the trustees of the Kreuser Trust dated February 11, 1998, and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Kim Maycock  
Name: Kim Maycock  
Notary Public, Wisconsin  
My Commission: expires 5-29-05

STATE OF WISCONSIN )  
) SS.  
COUNTY OF Milwaukee )

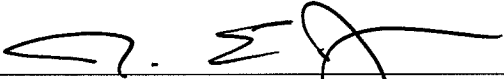
Personally came before me this 7<sup>th</sup> day of September, 2004, the above-named Donny G. Wilegus and Alice H. Wilegus, as trustees of the Donny G. Wilegus and Alice H. Wilegus Family Trust, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Kim Maycock  
Name: Kim Maycock  
Notary Public, Wisconsin  
My Commission: expires 5-29-05

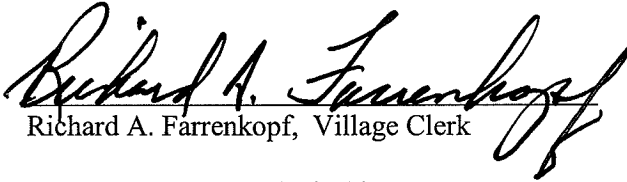
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Approved by the Board of Trustees of the Village of Menomonee Falls, this 7<sup>th</sup> day of September, 2004.

**VILLAGE OF MENOMONEE FALLS**



Jefferson E. Davis, Village President



Richard A. Farrenkopf, Village Clerk



This instrument was drafted by  
The Village of Menomonee Falls  
Jonathan M. Bretl  
Date: April 27, 2004

001033 SEP 15 3

**EXHIBIT A**

**CERTIFIED SURVEY MAP NO. 9708**



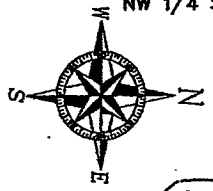
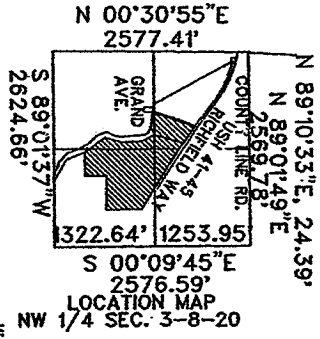
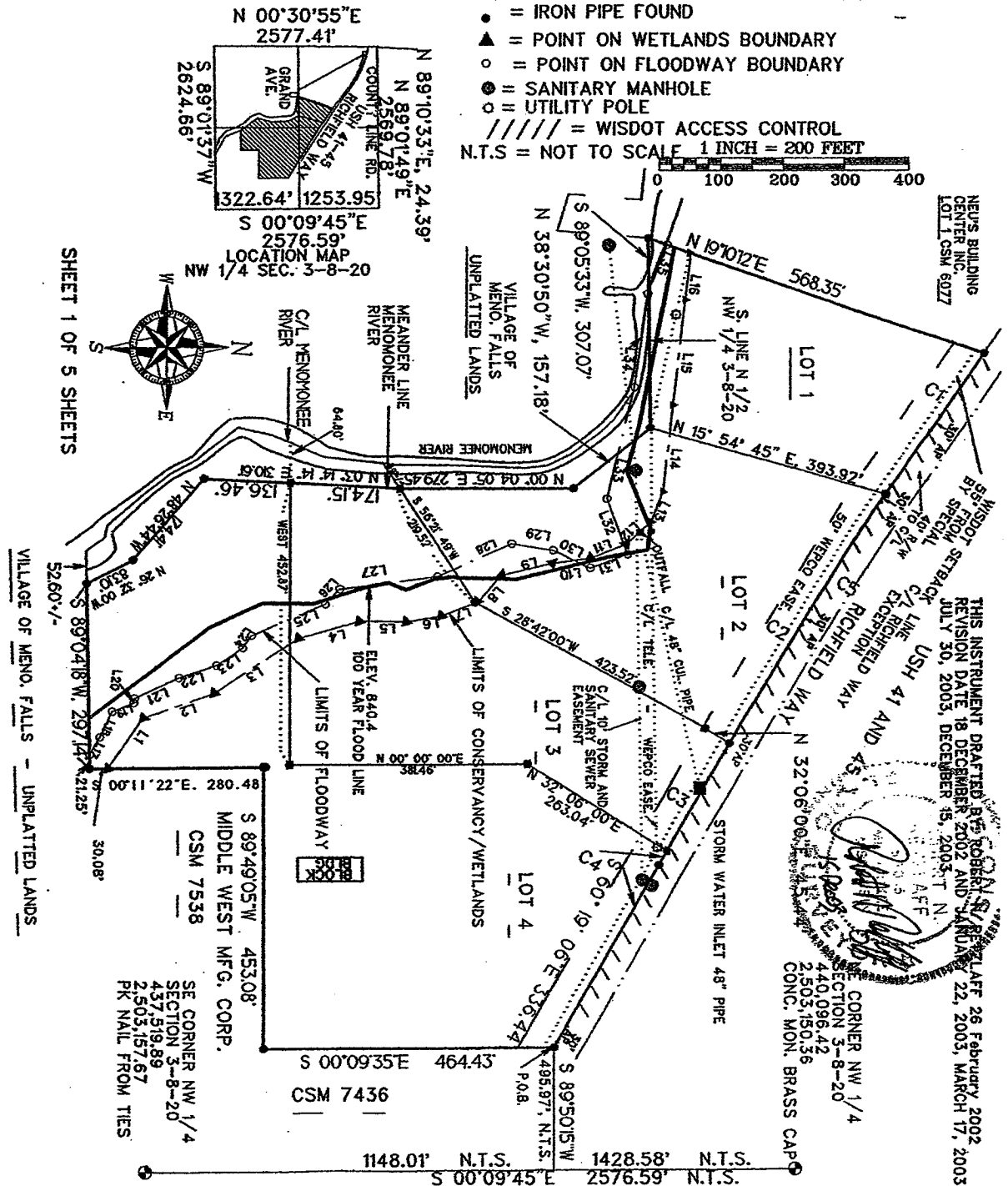


### WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 9702

BEING A LAND DIVISION OF LOT 2 ON CERTIFIED SURVEY MAP 6077 AND UNPLATTED LANDS IN THE NORTHWEST ONE QUARTER, NORTHEAST ONE QUARTER, SOUTHWEST ONE QUARTER AND SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

THE REFERENCE MERIDIAN IS THE EAST LINE OF THE NORTHWEST ONE QUARTER BEARING N 00° 09' 45" W, WISCONSIN COORDINATE SYSTEM SOUTH ZONE GRID BEARING  
DON G. AND ALICE H. WILEGUS TRUST  
KREUSER TRUST DATED FEBRUARY 11, 1998  
SURVEYOR ROBERT N. RETZLAFF 4842 NORTH 88TH STREET, MILWAUKEE, WISCONSIN 53225  
SEE PAGE 2 FOR LINE TABLES, CURVE TABLES AND AREA SUMMARIES  
WISDOT FILE NUMBER 67-0-0778-02  
SEE SHEET 5 OF 5 SHEETS FOR WISDOT NOTES

- - 1" BY 24" IRON PIPE AT 1.15#/FT SET
  - AP = ACCESS POINT APPROVED BY WISDOT
  - = IRON PIPE FOUND
  - ▲ = POINT ON WETLANDS BOUNDARY
  - = POINT ON FLOODWAY BOUNDARY
  - ⊙ = SANITARY MANHOLE
  - ⊘ = UTILITY POLE
  - //// = WISDOT ACCESS CONTROL
- N.T.S = NOT TO SCALE 1 INCH = 200 FEET



SHEET 1 OF 5 SHEETS

VILLAGE OF MEMO. FALLS - UNPLATTED LANDS

THIS INSTRUMENT DRAFTED BY ROBERT N. RETZLAFF 26 February 2002  
 REVISION DATE 18 DECEMBER 2002 AND JANUARY 22, 2003, MARCH 17, 2003,  
 JULY 30, 2003, DECEMBER 15, 2003, T.N.

ROBERT N. RETZLAFF  
 SURVEYOR  
 SECTION 3-8-20  
 440,096.42  
 2,503,150.36  
 CONC. MON. BRASS CAP

SE CORNER NW 1/4  
 SECTION 3-8-20  
 437,519.89  
 2,503,157.67  
 PK NAIL FROM TIES

1148.01' N.T.S. 1428.58' N.T.S.  
 S 00°09'45"E 2576.59' N.T.S.

001035 SEP 15 08

FORM 35-A



Stock No. 26273

**WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 9708**

BEING A LAND DIVISION OF LOT 2 ON CERTIFIED SURVEY MAP 6077 AND UNPLATTED LANDS IN THE NORTHWEST ONE QUARTER, NORTHEAST ONE QUARTER, SOUTHWEST ONE QUARTER AND SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF MEMOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

**CONSERVANCY/ WETLAND BOUNDARY**

LINE	BEARING	DI STANCE
L 1	N 54°48' 24" W	98.81'
L 2	N 18°46' 26" W	121.60'
L 3	N 33°07' 42" W	159.30'
L 4	N 15°52' 34" W	98.92'
L 5	N 00°39' 39" E	75.64'
L 6	N 09°27' 21" W	57.68'
L 7	N 20°41' 46" W	65.63'
L 8	N 48°34' 21" W	55.82'
L 9	N 12°50' 41" W	82.84'
L 10	N 07°37' 13" W	60.43'
L 11	N 21°03' 53" W	61.18'
L 12	N 43°55' 35" W	52.46'
L 13	N 68°48' 52" W	51.64'
L 14	N 83°29' 01" W	142.32'
L 15	N 83°29' 02" W	171.60'
L 16	N 83°29' 02" W	75.42'

**FLOODWAY BOUNDARY**

LINE	BEARING	DI STANCE
L 17	N 59°23' 31" W	33.54'
L 18	N 64°20' 45" W	45.35'
L 19	N 22°05' 16" W	37.78'
L 20	N 81°41' 31" W	7.11'
L 21	N 24°22' 18" W	79.42'
L 22	N 17°39' 55" W	64.22'
L 23	N 33°19' 03" W	50.13'
L 24	N 55°15' 28" W	24.21'
L 25	N 23°19' 25" W	125.33'
L 26	N 46°17' 24" W	33.20'
L 27	N 07°18' 32" W	158.05'
L 28	N 23°15' 51" W	131.75'
L 29	N 09°22' 46" E	66.83'
L 30	N 26°04' 12" E	65.36'
L 31	N 20°10' 24" W	63.77'
L 32	S 69°28' 37" W	95.59'
L 33	N 76°40' 04" W	186.32'
L 34	N 82°04' 08" W	152.70'
L 35	N 68°41' 17" W	84.88'

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	01° 22' 13"	11499.16'	275.00'	137.51'	274.99'	S 56°09'25"E
C 2	02°20'56"	11499.16'	471.43'	235.75'	471.39'	S 58°00'59"E
C 3	00°59'48"	11499.16'	200.00'	100.00'	200.00'	S 59°41'21"E
C 4	00°07'51"	11499.16'	26.27'	13.14'	26.27'	S 60°15'10"E
C 5	04°50'48"	11499.16'	972.70'	486.64'	972.70'	S 57°53'42"E

**LOT AREA SUMMARY**

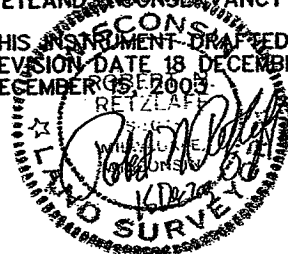
LOT NUMBER	AREA TO MEANDER LINE	AREA TO C/L RIVER	AREA IN WETLANDS
LOT 1	133,341 S.F. 3.0611 AC.	137,770 S.F. 3.1628 AC.	14,712 S.F. OR 0.3377 AC.
LOT 2	206,307 S.F. 4.7362 AC.	223,059 S.F. 5.1207 AC.	53,421 S.F. OR 1.2264 AC.
LOT 3	202,234 S.F. 4.6426 AC.	209,543 S.F. 4.804 AC.	53,233 S.F. 1.221 AC.
LOT 4	381,245 S.F. 8.7522 AC.	404,330 S.F. 9.2821 AC.	98,926 S.F. 2.2710 AC.
<b>TOTAL</b>	<b>923,127 S.F. 21.1921 AC.</b>	<b>974,702 S.F. 22.3760 AC.</b>	

NOTE: ALL ELECTRIC, TELEPHONE AND COMMUNICATION DISTRIBUTION LINES AND LATERALS, INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND.

**CONSERVANCY/ WETLANDS RESTRICTIONS**

1. THERE SHALL BE NO MANMADE STRUCTURES OF ANY KIND WITHIN THE LIMITS OF THE WETLANDS BOUNDARY AND THE MEMOMONEE RIVER.
2. THERE SHALL BE NO CUTTING OR FILLING WITHIN THE WETLANDS/ CONSERVANCY LIMITS
3. THERE SHALL BE NO REMOVAL OF INDIGENOUS TREES OR OTHER VEGETATIVE GROWTH WITHIN THE WETLANDS/CONSERVANCY BOUNDARY EXCEPT FOR THE REMOVAL OF DISEASED, DEAD OR DYING TREES OR OTHER GROWTH OR SPECIES LISTED AS NOXIOUS WEEDS.
4. PLANT SPECIES NOT NATIVE TO THE SITE SHALL NOT BE PLANTED WITHIN THE WETLANDS/CONSERVANCY BOUNDARIES.

THIS INSTRUMENT DRAFTED BY: ROBERT N. RETZLAFF 26 February 2002  
 REVISION DATE 18 DECEMBER 2002 AND JANUARY 22, 2003, MARCH 17, 2003, JULY 30, 2003  
 DECEMBER 05 2003



IDB NO 085A

ICM

Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 9708

BEING A LAND DIVISION OF LOT 2 ON CERTIFIED SURVEY MAP 6077 AND UNPLATTED LANDS  
IN THE NORTHWEST ONE QUARTER, NORTHEAST ONE QUARTER, SOUTHWEST ONE QUARTER AND  
SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 3, TOWNSHIP 8 NORTH,  
RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF MENOMONEE FALLS,

WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE  
STATE OF WISCONSIN  
MILWAUKEE COUNTY } SS

I, Robert N. Retzlaff, Registered Land Surveyor, do hereby certify that I have surveyed, divided and mapped a redivision of Lot 2 on Certified Survey Map No. 6077 and unplatted lands in the Northwest One Quarter, Northeast One Quarter, Southwest One Quarter and Southeast One Quarter of the Northwest One Quarter of Section 3, Township 8 North, Range 20 East of the Fourth Principal Meridian in the Village of Menomonee Falls, Waukesha County Wisconsin described as follows:

COMMENCING at the Northeast Corner of the Northwest One Quarter of Section 3-08-20E;  
thence S 00° 09' 45" E, along the east line of the said Northwest One Quarter, 1,428.58 feet;  
thence S 89° 50' 15" W, 495.97 feet to the place of beginning of the lands to be described;  
thence S 00° 09' 35" E, 464.43 feet;  
thence S 89° 49' 05" W, 453.08 feet;  
thence S 00° 11' 22" E, 280.48 feet;

thence S 89° 04' 18" W, 297.14 feet to a point on the meander line of the Menomonee River;  
thence northerly, along the said meander line, on the following courses:

N 26° 32' 00" W, 83.10 feet;  
N 48° 26' 44" W, 174.41 feet;  
N 03° 14' 44" E, 310.61 feet;  
N 00° 04' 05" E, 279.45 feet;  
N 38° 30' 50" W, 157.18 feet;  
thence S 89° 05' 33" W, 307.07 feet;

thence N 19° 10' 12" E, 568.36 feet to a point on the right of way line of Richfield Way;  
thence southeasterly on the arc of a curve in said right of way line, 972.70 feet, said curve having a center of radius lying to the northeast, radius length of 11,499.16 feet and a long chord of 972.41 feet bearing S 57° 53' 42" E to a point of tangency;  
thence S 60° 19' 06" E, 336.44 feet to the place of beginning.

SAID lands containing 974,702 square feet or 22.3706 acres more or less to the centerline of the Menomonee River and 923,127 square feet or 21.1921 acres to the meander line of the Menomonee River. It is expressly intended that the description of this land encompass all lands lying between the center line of the Menomonee River and the above described meander line.

THAT I have made this survey, land division and map at the direction of Donald and Alice Willegus Trust, Don G. Willegus Trustee, and the Kreuser Trust, John G. Kreuser, Trustee, OWNERS of said lands.

THAT I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Control Ordinances of the Village of Menomonee Falls in surveying dividing and mapping the same.

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

THIS INSTRUMENT DRAFTED BY: ROBERT N. RETZLAFF, RLS 1035

February 26, 2002

REVISED 18 DECEMBER 2002

REVISED JANUARY 22, 2003

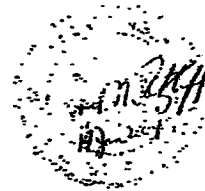
REVISED MARCH 17, 2003

REVISED JULY 30, 2003

REVISED DECEMBER 15, 2003

THIS PAGE REVISED 14 JANUARY 2004

SHEET 3 OF 5 SHEETS



379

FORWARD 365A  
LRC  
Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 9708  
BEING A LAND DIVISION OF LOT 2 ON CERTIFIED SURVEY MAP 6077 AND UNPLATTED LANDS  
IN THE NORTHWEST ONE QUARTER, NORTHEAST ONE QUARTER, SOUTHWEST ONE QUARTER AND  
SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 3, TOWNSHIP 8 NORTH,  
RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF MENOMONEE FALLS,  
WAUKESHA COUNTY, WISCONSIN

OWNERS CERTIFICATE

WE, the Wilegus Family Trust, Don G. and Alice H. Wilegus Trustees and the Kreuser Trust  
dated dated February 11, 1998, John G. or Helen K. Kreuser, Trustees, do hereby certify that  
we have caused the lands described in the foregoing certificate of Robert N. Retzlaff, Surveyor,  
to be surveyed, divided, mapped and existing easements defined and shown, in accordance  
with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the  
Subdivision Control Ordinance of the Village of Menomonee Falls. We further certify that we have  
imposed the access, setback and noise restrictions required by TRANS 233 of the Wisconsin  
Administrative Code.

WITNESS THE HAND AND SEAL OF SAID OWNERS ON THIS 29<sup>th</sup> DAY OF December, 2003

\_\_\_\_\_  
WITNESS Don G. Wilegus  
DON G. WILEGUS, TRUSTEE WILEGUS FAMILY TRUST  
\_\_\_\_\_  
WITNESS John G. Kreuser  
JOHN G. KREUSER, TRUSTEE, KREUSER TRUST

STATE OF WISCONSIN } ss  
WASHINGTON COUNTY }

PERSONALLY came before me on this 29 day of December, 2003, the above named  
DON G. WILEGUS, TRUSTEE, WILEGUS FAMILY TRUST AND JOHN G. KREUSER, TRUSTEE OF THE  
KREUSER TRUST DATED FEBRUARY 11, 1998, to me known to be the persons who executed the  
foregoing certificate and acknowledged the same.

Patricia A. Winter  
NOTARY PUBLIC, STATE OF WISCONSIN  
EXPIRES June 11, 2006

MENOMONEE FALL PLAN COMMISSION APPROVAL

PRELIMINARY APPROVAL DATED 12-2-03  
FINAL APPROVAL DATED 12-2-03  
SECRETARY  
SECRETARY

THIS INSTRUMENT DRAFTED BY ROBERT N. RETZLAFF, RLS 1035 February 26, 2002  
REVISED 18 DECEMBER 2002 AND JANUARY 22ND, 2003 MARCH 17, 2003  
JULY 30, 2003, DECEMBER 15, 2003

SHEET 4 OF 5 SHEETS  
Robert N. Retzlaff  
15 Dec 2003

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**WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 9708**

BEING A LAND DIVISION OF LOT 2 ON CERTIFIED SURVEY MAP 6077 AND UNPLATTED LANDS IN THE NORTHWEST ONE QUARTER, NORTHEAST ONE QUARTER, SOUTHWEST ONE QUARTER AND SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF MEMOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

WISCONSIN DEPARTMENT OF TRANSPORTATION RESTRICTIONS AND NOTES : FILE NO. 67-0-0778-02

**ACCESS**

Except as to the five access points delineated and depicted on Sheet 1, all Lots and Blocks are hereby restricted so that no owner, possessor, user, licensee, or other person may have any right of direct vehicular access to any highway lying within the right of way of U.S.H. 45, U.S.H. 41 or Richfield Way. The 5 access points depicted on Sheet 1 are confirmed and accepted by the Wisconsin Department of Transportation and the Village of Menomonee Falls by their approval of this Certified Survey Map. It is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293. Stats and shall be enforceable by the Department or its assigns. Any access shall be by special exception. Any access granted by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable. The 5 access depicted on Sheet 1 are acceptable to the Department. Their use must be confirmed and granted through driveway permits issued by the Village of Menomonee Falls.

**HIGHWAY SETBACK RESTRICTIONS**

Except as to driveways providing ingress and egress to Richfield Way, no improvements or structures are allowed between the right of way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, except as referenced above, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided for in Section 236.293 Stats, and shall be enforceable by the Department or its assigns. Contact the Wisconsin Dept. of Transportation for more information. The phone number may be obtained from the County Highway Department. A waiver to the normal 110 foot setback line required by Trans 233.08 is hereby granted by WisDot by the approval of this certified survey map. A 55 foot setback from the center line of Richfield Way is required, thereby encumbering the most northerly fifteen feet of the property subject to this certified survey map.

**NOISE**

THE lots of this land division may experience noise levels exceeding those in Table I of s. Trans 405.04. These levels are based upon Federal Standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways in the absence of any increase by the Department in the through lane capacity of the highway, the highway.

sheet 5 of 5 sheets

THIS INSTRUMENT DRAFTED BY: ROBERT N. RETZLAFF, RLS 1035  
 February 26, 2002  
 REVISED 18 DECEMBER 2002  
 REVISED JANUARY 22, 2003  
 REVISED MARCH 17, 2003  
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 REVISED DECEMBER 15, 2003



Recorded on January 20, 2004  
 as Document No. 312090A  
 in Volume 89, Pages 277-281

001039 SEP 15 2004

**EXHIBIT B**

**SITE PLAN**

