



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

May 4, 2005

Goodwill Industries of Southeastern Wisconsin
6055 N. 91st Street
P.O. Box 25919
Milwaukee, WI 53225

Attn: Vickie Volpano

Re: Stormwater Facilities Operation, Inspection & Maintenance Agreement
Goodwill Industries of Southeastern Wisconsin
Tax Key No. 13.980

Dear Ms. Volpano,

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

Also, please find enclosed Invoice #ES-026 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
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

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002220 APR-7-05



WC3265018-011

STORMWATER FACILITIES
OPERATION, INSPECTION &
MAINTENANCE AGREEMENT

DOCUMENT TITLE

3265018

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-07-2005 2:45 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 24.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 11

Recording Data

Return to:

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

Goodwill Industries of Southeastern Wisconsin

Tax Key No. MNFV 0013.980

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STORMWATER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between Goodwill Industries of Southeastern Wisconsin, Inc. (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: Lot 1 of Certified Survey Map 9938 as recorded by deed in the land records of Waukesha County, Volume 92, Pages 278 – 281, Document Number 3233485, 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, (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.
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.

002223 APR-78

IN WITNESS WHEREOF Goodwill Industries of Southeastern Wisconsin, Inc. has caused this Agreement to be signed this 7th day of February, 2005.

By: Vickie L. Volpino
Vickie L. Volpino, Senior Vice President

State of Wisconsin)
) Ss.

County of Waukesha)

Milwaukee

Vickie L. Volpino

Personally came before me this 7th day of February, 2005, the above named / to
me known to be the person who executed the foregoing instrument in her respective official
capacity as Senior Vice President of said corporation, and acknowledged that she executed the
foregoing instrument as a corporate officer as the deed of said Corporation by its authority.

Janice L. Sautter
Notary Public
Milwaukee County, Wisconsin
My Commission Expires on Permanent

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

VILLAGE OF MENOMONEE FALLS

Michael K. McDonald

Michael K. McDonald, Chairman of Utilities and Public Works Committee

Richard A. Farrenkopf
Richard A. Farrenkopf, Village Clerk

This instrument was drafted by
The Village of Menomonee Falls
Date: August 30, 2004

002224 APR-78

EXHIBIT "A"

002226 APR-78

CERTIFIED SURVEY MAP NO. 9938

Being all of Lot 3, of C.S.M. 9149, located in the SW 1/4 of the NE 1/4 of Section 4, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all of Lot 3, CSM 9149, located in the SW 1/4 of the NE 1/4 of Section 4, Township 8 North, Range 20 East, Village of Menomonee Falls, Wisconsin, more particularly described as follows; more fully described as follows:

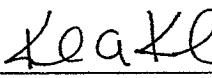
Commencing at the North 1/4 corner of said Section 4; thence S00°14'38"W, along the West line of the NE 1/4 of said Section 4, 1473.94 feet to the Southerly right-of-way of Monarch Lane and the point of beginning of the hereinafter described lands; thence along said Southerly right-of-way on the following described courses; 89.75 feet along the arc of a curve to the right, with a radius of 267.00 feet and whose chord bears S54°35'54"E, 89.33 feet; thence S44°58'06"E, 113.10 feet; thence 147.31 feet along the arc of a curve to the left, with a radius of 333.00 feet and whose chord bears S57°38'28"E, 146.11 feet; thence S70°18'50"E, 64.40 feet; thence 21.95 feet along the arc of a curve to the right, with a radius of 15.00 feet and whose chord bears S28°23'21"E, 20.04 feet to the Westerly right-of-way of Watertower Place; thence along said Westerly right-of-way of the following described courses; 102.08 feet along the arc of a curve to the left, with a radius of 433.00 feet and whose chord bears S06°46'55"W, 101.84 feet; thence S00°01'42"W, 237.81 feet; thence 41.04 feet along the arc of a curve to the right, with a radius of 60.00 feet and whose chord bears S19°37'33"W, 40.25 feet; thence 26.21 feet along the arc of a curve to the left, with a radius of 60.00 feet and whose chord bears S26°42'25.5"W, 26.01 feet to the North line of Lot 4, CSM 9149; thence West along said North line 311.74 feet to the West line of the NE 1/4 of said Section 4 and the West line of Lot 3, CSM 9149; thence N00°14'38"E, along said West line, 649.39 feet to the point of beginning. Said lands contain 174,228 square feet (4.0 acres).

That I have made such survey, land division and map by the direction of James Gardner Plunkett Family Trust, Owner(s) of said lands.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the subdivision regulations of the Town of Concord, in surveying, dividing and mapping the same.

Dated this 7th day of DECEMBER, 2004.


 Keith A. Kindred, RLS 2082


002227 APR 7 2004

CERTIFIED SURVEY MAP NO. 9938

Being all of Lot 3, of C.S.M. 9149, located in the SW 1/4 of the NE 1/4 of Section 4, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

As OWNER, we hereby certify that we caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this map, in accordance with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Menomonee Falls. We further certify that this map is required to be submitted to the following agencies for their objection or approval:

1) Village of Menomonee Falls

WITNESS the hand and seal of said OWNER this _____ day of _____, 20 ____.

In Presence of:

James Rausch

James Gardner Plunkett
James Gardner Plunkett, Trustee of the
Gwendolyn G. Plunkett Family Trust

STATE OF WISCONSIN)

SS

Milwaukee COUNTY)

Personally came before me this 9 day of December, 2004, the above named James Gardner Plunkett, Trustee of the Gwendolyn G. Plunkett Family Trust to me known to be the person who executed the foregoing instrument and acknowledged the same.

James C Rausch
Notary Public

May 14, 2006 County, Wisconsin
My commission expires Milwaukee



Keith A. Kindred
12-07-04

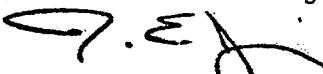
002228 APR-7-04

CERTIFIED SURVEY MAP NO. 9938

Being all of Lot 3, of C.S.M. 9149, located in the SW 1/4 of the NE 1/4 of Section 4, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.

VILLAGE BOARD APPROVAL:

RESOLVED, that the Certified Survey Map of James Gardner Plunkett, Trustee of the Gwendolyn G. Plunkett Family Trust, owner of said lands, being a redivision of Lot 3 of CSM No. 9149, Village of Menomonee Falls, Waukesha County, Wisconsin having been approved by the Plan Commission and the same is hereby approved and the dedication contained herein is accepted by the Village Board of Trustees of the Village of Menomonee Falls on this 15th day of November, 2004.



Jefferson E. Davis,
Village President



Richard A. Farrenkopf
Village Manager/Clerk Treasurer

**PLANNING COMMISSION PRELIMINARY APPROVAL**

APPROVED by the Planning Commission of the Village of Menomonee Falls on this 9th day of November, 2004.



Secretary

PLANNING COMMISSION APPROVAL

APPROVED by the Planning Commission of the Village of Menomonee Falls on this 9th day of November, 2004.

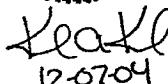


Secretary

Recorded on December 16, 2004

In Document No. 3233485

As Volume 92, Pages 278-281

12-07-04

002229 APR-78

EXHIBIT "B"

PARCEL B

CSN 823892.66

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