

SE 1/4 SEC 26
09-25-2007STORMWATER
AGREEMENT

WC3515417-007

DOCUMENT TITLE

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

09-25-2007 8:03 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDSREC. FEE: 16.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 7

Recording Data

Return to:

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

*Du
9/25/07
MNFV*

High Point Commons

Tax Key No. MNFV 0104.987
0104.988
0104.989
0104.990
0104.991
0104.992

STORMWATER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between High Point Commons 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 follows: Lot 1 of Certified Survey Map No.10416 as recorded by deed in the land records of Waukesha County, in the Southeast ¼ of the Southeast ¼ of Section 26 Township 8 North Range 20 East in the Village of Menomonee Falls, Waukesha County, Wisconsin as recorded by deed in the land records of Waukesha County, Volume 99 Pages 81-85, Document No. 3497313 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 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, 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.

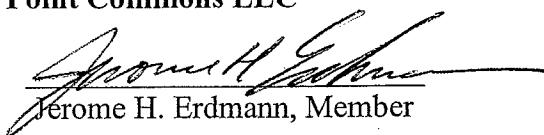
6. The Property Owner shall hire a licensed professional engineer to inspect the Stormwater Management Facilities every (5) five years and submit an inspection report to the Village as proof of compliance. The Village approved Inspection Report form shall be used to determine the condition of the facilities. 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.

900035 SEP 2007

IN WITNESS WHEREOF, High Point Commons has caused this Agreement to be signed this
10th day of September, 2007. LLC

High Point Commons LLC

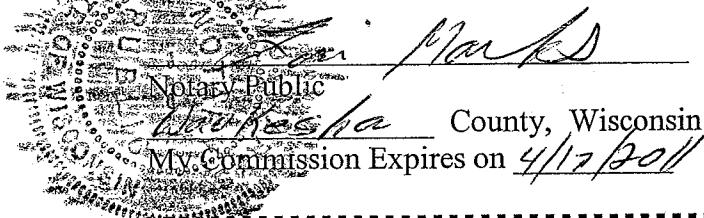
By:


Jerome H. Erdmann, Member

State of Wisconsin)
) Ss.

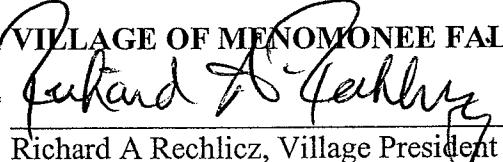
County of Waukesha)

Personally came before me this 10th day of Sept, 2007, the above named Jerome H. Erdmann to me known to be the person who executed the foregoing instrument in his respective official capacity as a member of said corporation, and acknowledged that he executed the foregoing instrument as member of said Corporation by its authority.

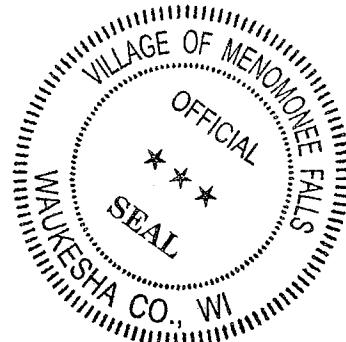

Notary Public
Waukesha County, Wisconsin
My Commission Expires on 4/17/2011

Approved by the Board of Trustees of the Village of Menomonee Falls on the 4th day of
September, 2007.

VILLAGE OF MENOMONEE FALLS


Richard A. Rechlicz, Village President


Jason T. Mayer, Village Clerk



This instrument was drafted by
Jason T. Mayer, R.L.S.
Associate Civil Engineer
The Village of Menomonee Falls
Date: September 10, 2007

CERTIFIED SURVEY MAP NO. 10416

BEING A REDIVISION OF LANDS IN THE SE 1/4 OF THE SE 1/4 OF SEC. 26 T 8N R 20E,
VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

PREPARED FOR: HIGH POINT COMMONS, LLC
1833 EXECUTIVE DRIVE
OCONOMOWOC, WI 53066

Exhibit "A"

LILLY ROAD (ROW 100')

EAST LINE OF THE SE 1/4 OF SECTION 26-8-20

S 88°32'38" W N 00°02'20" E 541.90'
50.01' S 00°02'20" W 444.14'

LILLY RO.

SE 1/4 SEC 26-8-20
CUTTED SURFACE, DUE TO

VICINITY SKETCH

SCALE:
1" = 2000"

NOTE

— DENOTES 1" x 2" IRON PIPE 113 LBS.
PER LINEAL FOOT SET AT ALL LOT
CORNERS UNLESS NOTED OTHERWISE.
BEARINGS REFER TO THE WISCONSIN
STATE PLANE CO-ORDINATE SYSTEM, SOUTH
ZONE (NAD-27). THE SOUTH LINE OF THE
SE 1/4 OF SECTION 26-28-20 IS TAKEN
TO BEAR N 88° 32' 38" E.

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.

GRAPHIC SCALE

0' 150' 300'

1" = 150'

UNPLATTED LAND

A circular Wisconsin Land Surveyor stamp. The outer ring contains the text "WISCONSIN" at the top and "LAND SURVEYOR" at the bottom. The center of the circle contains the text "SCOTT F. ZIMMERMAN" on top, "S-2639" in the middle, and "WEST ALLIS WI" at the bottom. A large, semi-transparent "X" is drawn across the stamp. Overlaid on the stamp is a diagonal line with the text "Primary Environmental Corridor" written along it.

SEE SHEET TWO FOR WETLAND TABLE, DC-5 ZONING OVERLAY AREAS AND WATER, SANITARY AND VISION CORNER EASEMENTS. THIS INSTRUMENT DRAFTED BY SCOTT F. ZIMMERMAN

METROPOLITAN ENGINEERING, INC.
20873 CROSSROADS CIRCLE, SUITE 150, WAUKESHA, WI 53186

ACCESS EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
E1	19.70	S89°28'12"E
E2	217.09	N00°20'00"E
E3	19.71	S88°32'38"V
E4	65.00	N00°20'00"E
E5	49.72	N88°32'38"V
E6	283.14	S00°28'00"V
E7	30.00	N89°28'12"V

SOUTHWEST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 26-08-20
N 413,733.71
E 2,508,517.94

REV. MAY 10, 2007
OCT. 6, 2005
SHEET 1 OF 5

NO ACCESS TO CTH VV FROM LOT 1 WITHIN 500 FEET OF THE NEAR EDGE OF ROAD SHALL BE ALLOWED

ST CORNER OF
THE EAST 1/4 OF
26-08-20
01.24
.174.56

NO ACCESS TO CTH VV FROM LOT 1 WITHIN 500 FEET OF THE NEAR EDGE OF PAVEMENT OF LILLY ROAD SHALL BE ALLOWED.

ANY ACCESS TO CTH VV WHETHER PUBLIC OR PRIVATE SHALL BE SUBJECT TO A VISION CORNER EASEMENT RESTRICTION. THE SIZE OF THE RESTRICTION SHALL BE 150 FEET IN EACH DIRECTION ALONG THE CENTRELINE OF CTH VV AND 100 FEET ALONG THE CENTRELINE OF THE ACCESS POINT.

NO ACCESS TO CTH VV FROM LOT 2 SHALL BE ALLOWED.

FOR EMERGE

Exhibit "B" (con't)

200039 SEP 25 6

