



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

13

December 15, 2008

kwiktag®

012 770 614



500 Woodland Prime, LLC
C/o CB Richard Ellis
800 Woodland Prime, Ste. 150
Menomonee Falls, WI 53051

Attn: Douglas Weas

**Re: 500 Woodland Prime
Stormwater Detention Basins Easement & Stormwater Facilities Operation,
Inspection & Maintenance Agreement
Tax Key No. 0052.992.014**

Dear Mr. Weas,

Please find enclosed original signed copies and recorded copies of the Stormwater Detention Basins Easement and the Stormwater Facilities Operation, Inspection & Maintenance Agreement for 500 Woodland Prime for your records. It contains recording information showing proof of recording by the Waukesha County Register of Deeds.

Also, please find enclosed Invoice #ES-056 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 Jon Bretl at (262) 532-4414.

Sincerely,
VILLAGE OF MENOMONEE FALLS

Linda I. Losiniecki
Administrative Assistant III

Enclosures

Cc: Thomas M. Hoffman, Director of Engineering Services
Jonathan M. Bretl, Civil Engineer I
Dave Bate, Utility Accountant-Financial Services
Easement / Acquisition File

Vault

00130 NOV 2008



WC3611324-005

STORMWATER
DETENTION BASINS
EASEMENT

3611324

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

11-20-2008 9:40 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 12.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 5

DOCUMENT NO.

DOCUMENT TITLE

Recording Data

Return to:

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

500 Woodland Prime

Tax Key No. MNFV 0052.992.014

*Due
1/5
MNFV*

00131 NOV 2008

EASEMENT

500 WOODLAND PRIME LLC ("Grantor") hereby warrants and represents that it is the owner in fee of the real estate depicted and legally described on the attached Exhibit A ("Easement Area") and that the Easement Area is free and clear of all liens and encumbrances, except for municipal and zoning ordinances and agreements entered under them, recorded easements and recorded building and use restrictions and covenants. The Grantor, together with its respective successors and assigns, does hereby grant unto the Village of Menomonee Falls ("Village") and its assigns a permanent and perpetual easement in the Easement Area for the purposes of operating, inspecting, maintaining, repairing, replacing and reconstructing storm water detention basins and related facilities, including storm sewer inlets and manholes (collectively, "Facilities").

The easement rights granted herewith include the right to operate, inspect, maintain, repair, reconstruct, replace and enlarge any and all presently existing and hereinafter constructed Facilities, and the right of entry in, across, beneath, and above the Easement Area.

THE GRANTOR may not grant additional easements over the Easement Area without the express written consent of the Village. The Village further retains the right to place reasonable conditions on the purpose and scope of use of any such additional easements. In the event the Village has to excavate in the Easement Area, the Village will only restore the Easement Area grade to the proposed grade as shown on the approved master grading plan. The Easement Area surface will be restored with topsoil, seed, fertilizer and mulch. The Village will not approve or restore shrubs, trees, pavements, monument signs or structures of any type.

The rights and obligations created by this Easement shall be covenants running with the land and shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, **500 WOODLAND PRIME LLC** has caused this Agreement to be signed this 22nd day of October, 2008.

500 WOODLAND PRIME LLC

By: DJW

Douglas J. Weas,
Authorized Representative

000132 NOV 2008

STATE OF WISCONSIN)
Milwaukee COUNTY)
)SS
)

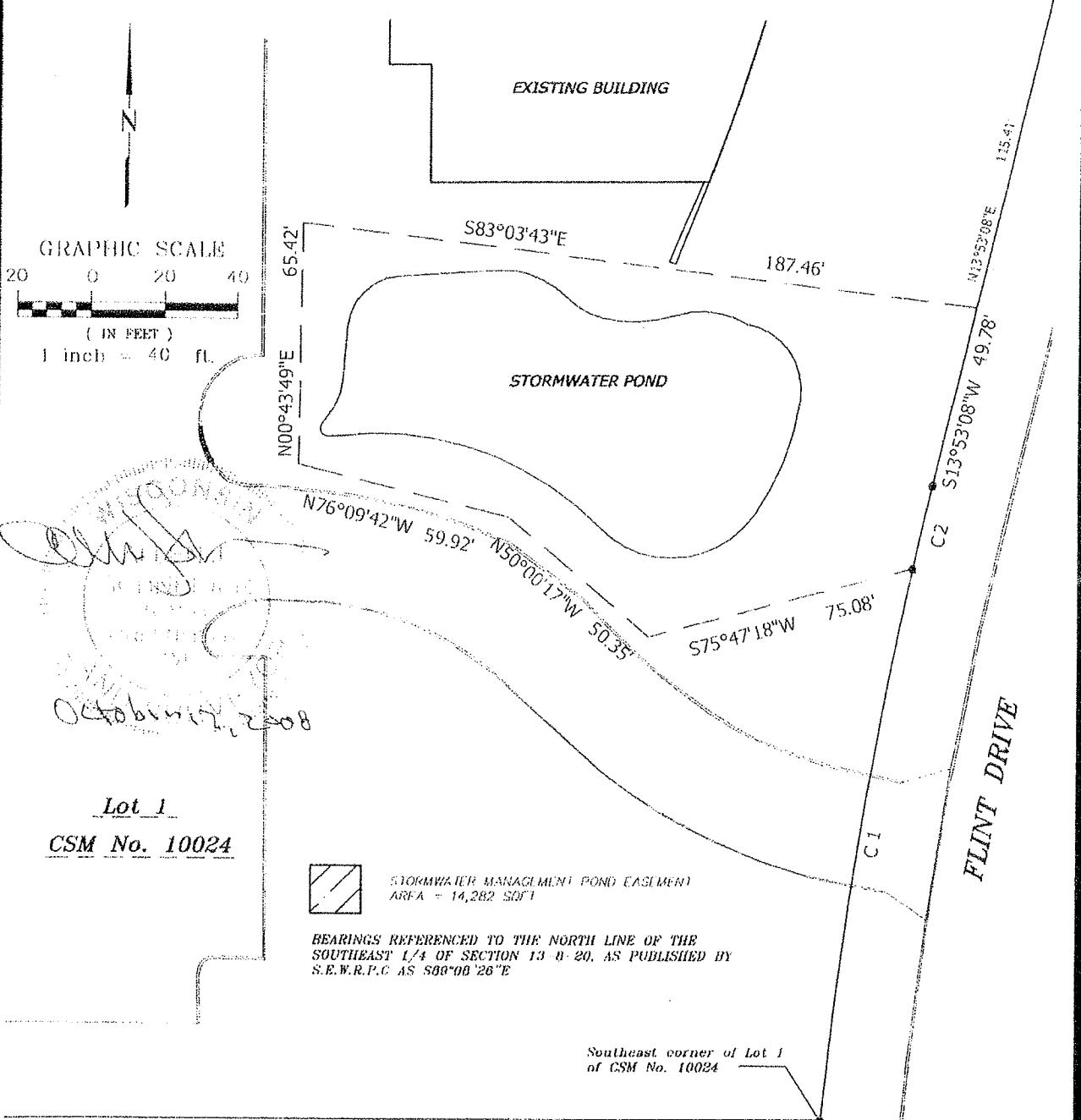
Personally came before me this 22nd day of October, 2008, the above named Douglas J. Weas, Authorized Representative of **500 WOODLAND PRIME LLC**, to me known to be such officer of said Company and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company, by his authority.



Nichole M. Miezin
Notary Public, Wisconsin *Nichole M. Miezin*
My commission *expires April 22, 2012*

This instrument was drafted by
The Village of Menomonee Falls
Jonathan M. Bretl
Date: October 15, 2008

EXHIBIT "A"

STORMWATER FACILITIES EASEMENT
VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN
 Bonestroo

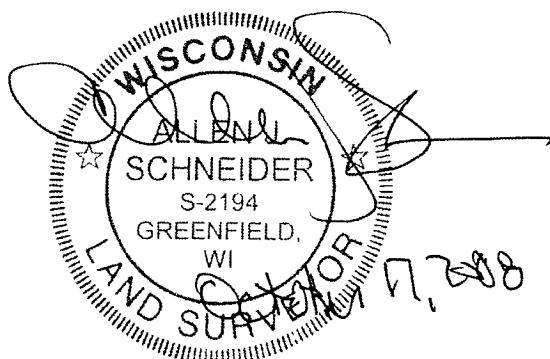
12075 Corporate
Pkwy
Suite 200
Mequon, WI 53092
Tel 262-241-4466
Fax 262-241-4901

Exhibit A
Legal Description
Stormwater Facilities Easement

That part of Lot 1 of Certified Survey Map No. 10024, as said Certified Survey Map is recorded in the Waukesha County Registry in Volume 93, on pages 330 thru 338 inclusive, as Document No. 3283947, being that part of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, State of Wisconsin. Described as follows:

Commencing at the southeast corner of Lot 1 of Certified Survey Map No. 10024; thence northeasterly along the westerly right of way line of Flint Drive, 151.41 feet along the arc of a curve to the right, said curve having a radius of 1239.74 feet, whose center lies to the east, and whose chord bears North 09°18'29" East, 151.31 feet to the POINT OF BEGINNING; thence South 75°47'18" West, 75.08 feet; thence North 50°00'17" West, 50.35 feet; thence North 76°09'42" West, 59.92 feet; thence North 00°43'49" East, 65.42 feet; thence South 83°03'43" East, 187.46 feet to a point on the westerly right of way line of Flint Drive; thence South 13°53'08" West, along said westerly right of way line 49.78 feet to a point of curvature; thence southwesterly along the westerly right of way line of Flint Drive, 23.34 feet along the arc of a curve to the left, said curve having a radius of 1239.74 feet, whose center lies to the east, and whose chord bears South 13°20'46" West, 23.34 feet to the POINT OF BEGINNING.

Said lands as described above contain 14,282 square feet.



00135 NOV 2008

3611325



WC3611325-022

STORMWATER FACILITIES
OPERATION, INSPECTION &
MAINTENANCE AGREEMENT

DOCUMENT NO.

DOCUMENT TITLE

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

11-20-2008 9:40 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 46.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 22

Recording Data

Return to:

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

500 Woodland Prime

Tax Key No. MNFV 0052.992.014

Due 5/23
MNFV

00136 NOV 20 8

STORMWATER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between 500 Woodland Prime 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 10024 as recorded by deed in the land records of Waukesha County, Volume 93, Pages 330 to 338, Document Number 3283947, 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 area shown in Exhibit "B".
- E. The Property Owner intends to install Stormwater Management Facilities within the easement area shown in Exhibit "C"
- F. The easement area shown in Exhibit "C" includes the right to build, construct, operate, inspect, maintain, repair, reconstruct and enlarge any and all presently existing and hereinafter constructed Stormwater Management Facilities.
- G. The Property Owner grants the right of entry in, across, beneath, and above the Property to conduct the activities as described in ¶F.
- H. 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. Upon completion of the project, the Property Owner shall supply the Village with a *Stormwater Management Facilities Operation and Inspection Report* on the Village approved form for each stormwater detention facility certifying compliance of the facility. The report shall be stamped and signed by a Professional Engineer.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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 ¶7 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.
9. 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.
10. 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.
11. 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.

000138 NOV 20 8

12. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.
13. 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.
14. 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.

000139 NOV 2008

IN WITNESS WHEREOF 500 Woodland Prime LLC has caused this Agreement to be signed this 22nd day of October, 2008.

By: DW
Douglas J. Weas, Member

State of Wisconsin)
) Ss.

County of Waukesha)

Personally came before me this 22nd day of October, 2008, the above named Douglas J. Weas to me known to be the person who executed the foregoing instrument in his respective official capacity as Member of said corporation, and acknowledged that he executed the foregoing instrument as a corporate officer as the deed of said Corporation by its authority.



Notary Public

Waukesha

Nichole M. Miezin

County, Wisconsin

My Commission Expires on April 22, 2012

Approved by the Board of Trustees of the Village of Menomonee Falls on the 3rd day of NOVEMBER, 2008.

VILLAGE OF MENOMONEE FALLS

Richard A. Rechlicz
Richard A. Rechlicz, Village President

K. Bretl
Clerk

This instrument was drafted by
The Village of Menomonee Falls
Jonathan M. Bretl
Date: October 14, 2008



000140 NOV 20 8

EXHIBIT "A"

00014 | NOV 20 8

FC 1.985-A



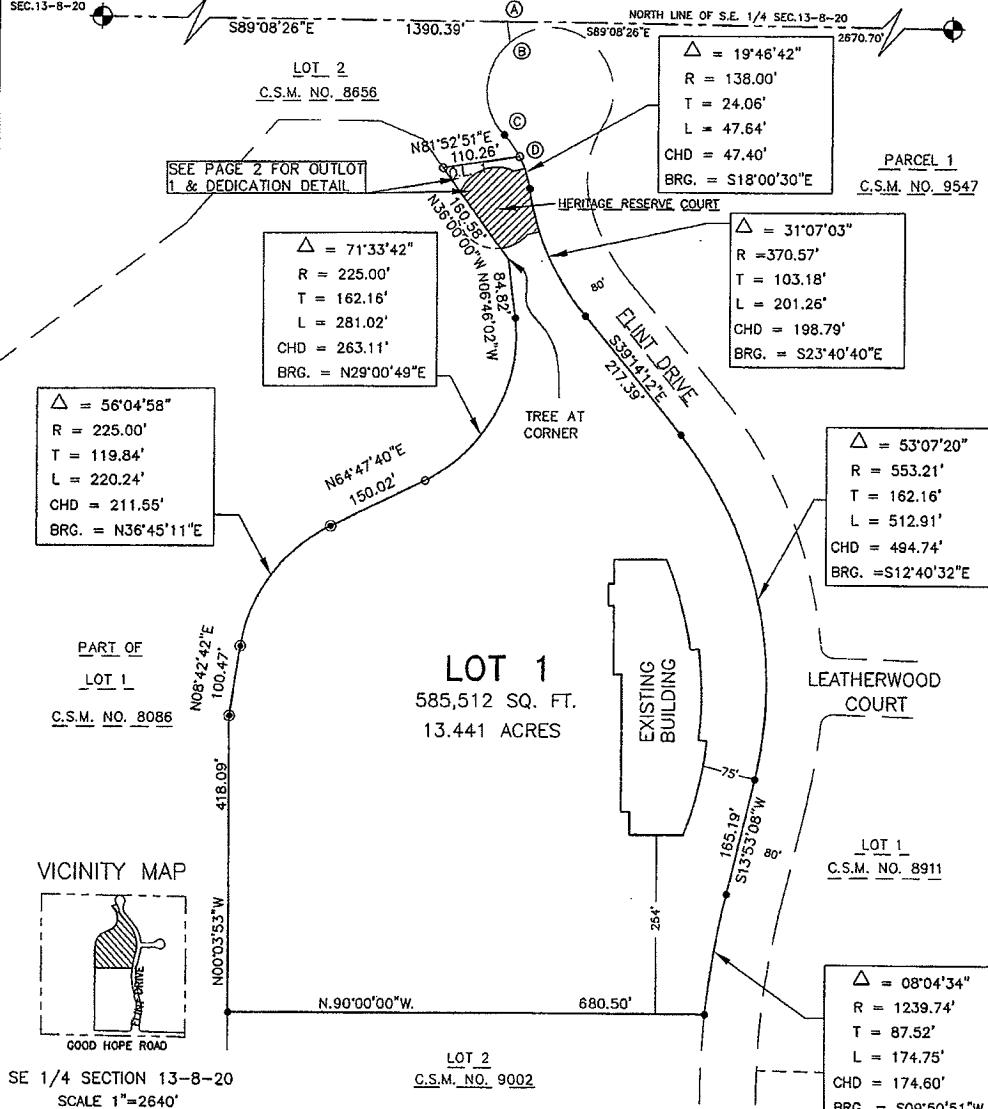
Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

BEING A REVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9002, AS SAID CERTIFIED SURVEY MAP IS RECORDED IN THE WAUKESHA COUNTY REGISTRY AND BEING THAT PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

CONC. MON. W/GRASS CAP
N.W. CORNER S.E. 1/4
SEC.13-8-20

CONC. MON. W/BRASS CAP
N.E. CORNER S.E. 1/4
SEC.13-8-20



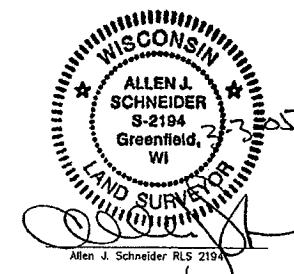
CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
B-C	146.04'	89.41	130.34	S03°12'36"W 93°35'23"
C-D	37.78	138.00	37.67	S35°44'28"E 15°41'15"

LINE TABLE		
LINE	LENGTH	BEARING
A-B	29.65	S09°07'09"E

GRAPHIC SCALE
100 0 100 200
(IN FEET)

1 inch = 200 ft.
AREA = 595.819 SQ. FT.
= 13.678 ACRES

LEGEND	
●	INDICATES FOUND 1"
IRON PIPE	
●	INDICATES FOUND 3/4"
IRON ROD	
○	INDICATES SET 3/4"
IRON ROD 24" IN	
LENGTH WEIGHING 1.50	
LBS. PER LINEAL FT.	



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE, ANDERLIK, AND ASSOCIATES AT 12075 NORTH CORPORATE PARKWAY, MEQUON, WI 53092, 241-4466. PAGE 1 OF 9 PAGES

86504117CSM2

000142 NOV 20 8

ECONOMICS

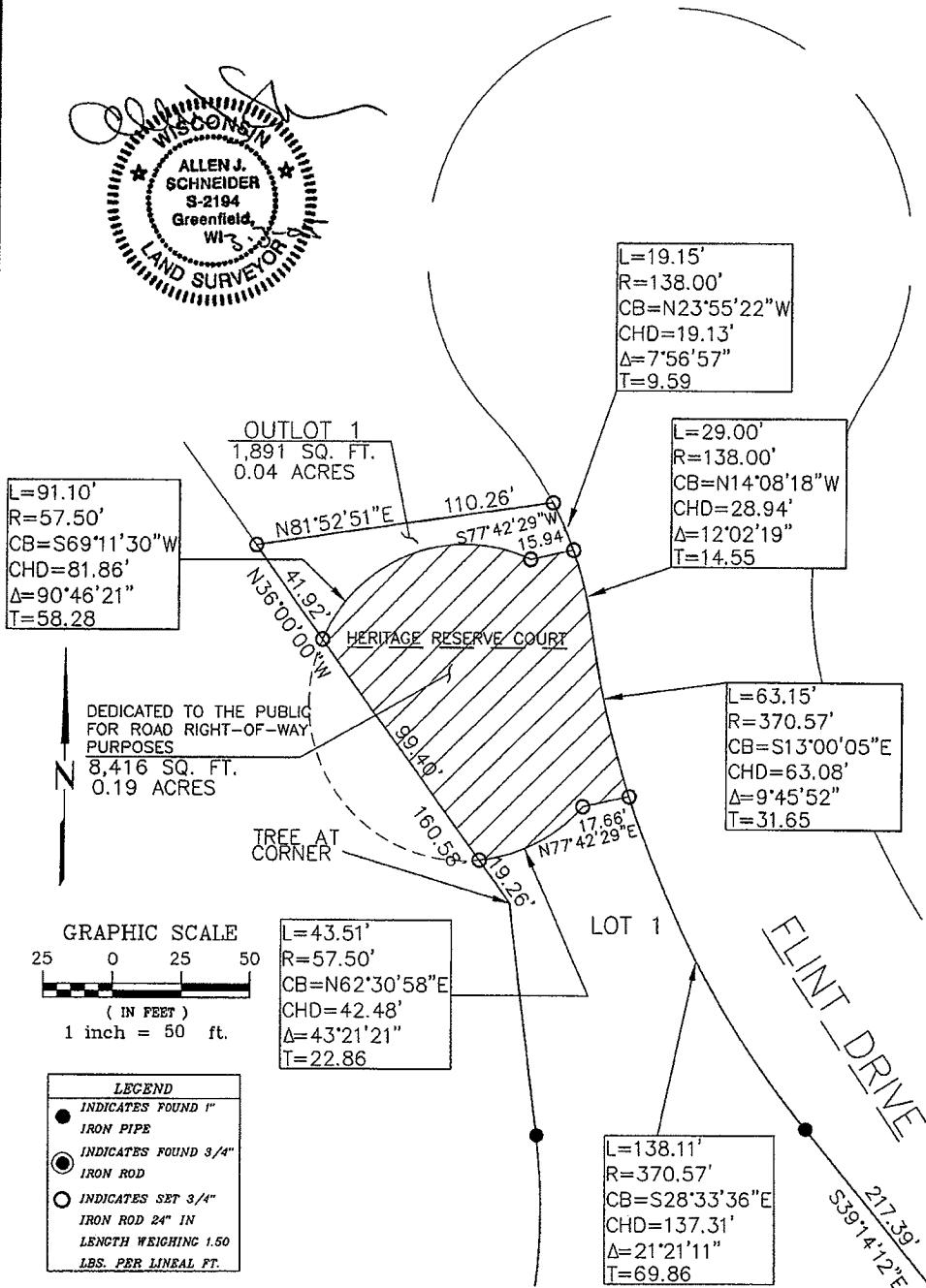
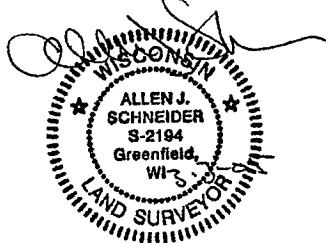


Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

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OUTLOT 1 & DEDICATION DETAIL



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE
ANDERLIK, AND ASSOCIATES AT 12075 NORTH CORPORATE PARKWAY, MEQUON, WI 53092, 241-4466. PAGE 2 OF 9 PAGES

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

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STREETSCAPE, RESERVE EASEMENT

AREAS AND SETBACKS



Bonestroo
Rosene
Anderlik &
Associates

12075 North Corporate Parkway
Suite 200
Mequon, WI 53092 414-241-4466

LOT 2
C.S.M. NO. 8656

△ = 19'46"42"
R = 138.00'
T = 24.06'
L = 47.64'
CHD = 47.40'
BRG. = S18°00'30"E
PARCEL 1
C.S.M. NO. 9547

△ = 71'33"42"
R = 225.00'
T = 162.16'
L = 281.02'
CHD = 263.11'
BRG. = N29°00'49"E

△ = 56'04"58"
R = 225.00'
T = 119.84'
L = 220.24'
CHD = 211.55'
BRG. = N36°45'11"E

△ = 31'07'03"
R = 370.57'
T = 103.18'
L = 201.26'
CHD = 198.79'
BRG. = S23°40'40"E

△ = 53'07'20"
R = 553.21'
T = 162.16'
L = 512.91'
CHD = 494.74'
BRG. = S12°40'32"E

PART OF
LOT 1
C.S.M. NO. 8086

20' WIDE STREETSCAPE
EASEMENT LIMIT

LOT 1

EXISTING
BUILDING

LEATHERWOOD
COURT

LOT 1
C.S.M. NO. 8911

△ = 08'04"34"
R = 1239.47'
T = 87.52'
L = 174.75'
CHD = 174.60'
BRG. = S09°50'51"W

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
B-C	146.04'	89.41	130.34	S03°12'36"W	93°35'23"
C-D	37.78	138.00	37.67	S35°44'28"E	154°15"

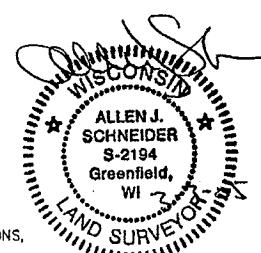
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
1-2	343.37	275.00	321.58	N29°00'49"E	71°33'42"
3-4	117.69	278.00	116.81	N18°57'43"W	24°15'20"
4-5	75.09	158.00	74.38	N20°26'54"W	271°34'22"

LINE TABLE		LINE TABLE			
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
2-3	40.54	N06°46'02"W	A-B	29.65	S08°07'09"E
5-6	86.18	S81°52'51"E			

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 200 ft.

EASEMENTS AND SETBACKS SHOWN ON THIS SHEET AS
CONTAINED IN THE DECLARATION OF COVENANTS, RESERVATIONS,
AND RESTRICTIONS FOR HERITAGE RESERVE CORPORATE
PARK (WOODLAND PRIME) AS DOC. NO. 2265723

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE,
ANDERLIK, AND ASSOCIATES AT 12075 NORTH CORPORATE PARKWAY, MEQUON, WI 53092, 241-4466. PAGE 3 OF 9 PAGES



000144 NOV 20 8

FC 985-A



Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

BEING A REVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9002, AS SAID CERTIFIED SURVEY MAP IS RECORDED IN THE WAUKESHA COUNTY REGISTRY AND BEING THAT PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

WATERMAIN EASEMENT



12075 North Corporate Parkway
Suite 200
Mequon, WI 53092 414-241-4466

LOT 2
C.S.M. NO. 8656

△ = 19°46'42" R = 138.00' T = 24.06' L = 47.64' CHD = 47.40' BRG. = S18°00'30"E
PARCEL 1
C.S.M. NO. 9547

△ = 71°33'42" R = 225.00' T = 162.16' L = 281.02' CHD = 263.11' BRG. = N29°00'49"E
△ = 56°04'58" R = 225.00' T = 119.84' L = 220.24' CHD = 211.55' BRG. = N36°45'11"E
△ = 04°11'14" R = 225.00' ARC = 18.44' CHD = 16.44' CHD BRG = N10°48'19"E

△ = 31°07'03" R = 370.57' T = 103.18' L = 201.26' CHD = 198.79' BRG. = S23°40'40"E
△ = 53°07'20" R = 553.21' T = 162.16' L = 512.91' CHD = 494.74' BRG. = S12°40'32"E

△ = 08°04'34" R = 1239.74' T = 87.52' L = 174.75' CHD = 174.60' BRG. = S09°50'51"W

PART OF
LOT 1
C.S.M. NO. 8086

LOT 1
C.S.M. NO. 8911

LOT 2
C.S.M. NO. 9002

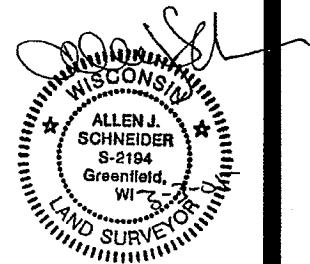
EASEMENT(S) SHOWN ON THIS DETAIL ARE THE SAME AS THAT SET FORTH IN THAT CERTAIN WATERMAIN, SANITARY SEWER, AND STORM SEWER EASEMENT AGREEMENT RECORDED OCTOBER 14, 1998 AS DOCUMENT NO. 2373828.

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 200 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
B-C	146.04'	89.41	130.34	S03°12'36"W	93°35'23"
C-D	37.78	138.00	37.67	S35°44'28"E	15°41'15"

LINE TABLE		
LINE	LENGTH	BEARING
A-B	29.65	S08°07'09"E

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000145 NOV 2008

FO' 985-A

HCM Miller
Draftsman

Stock No. 26273

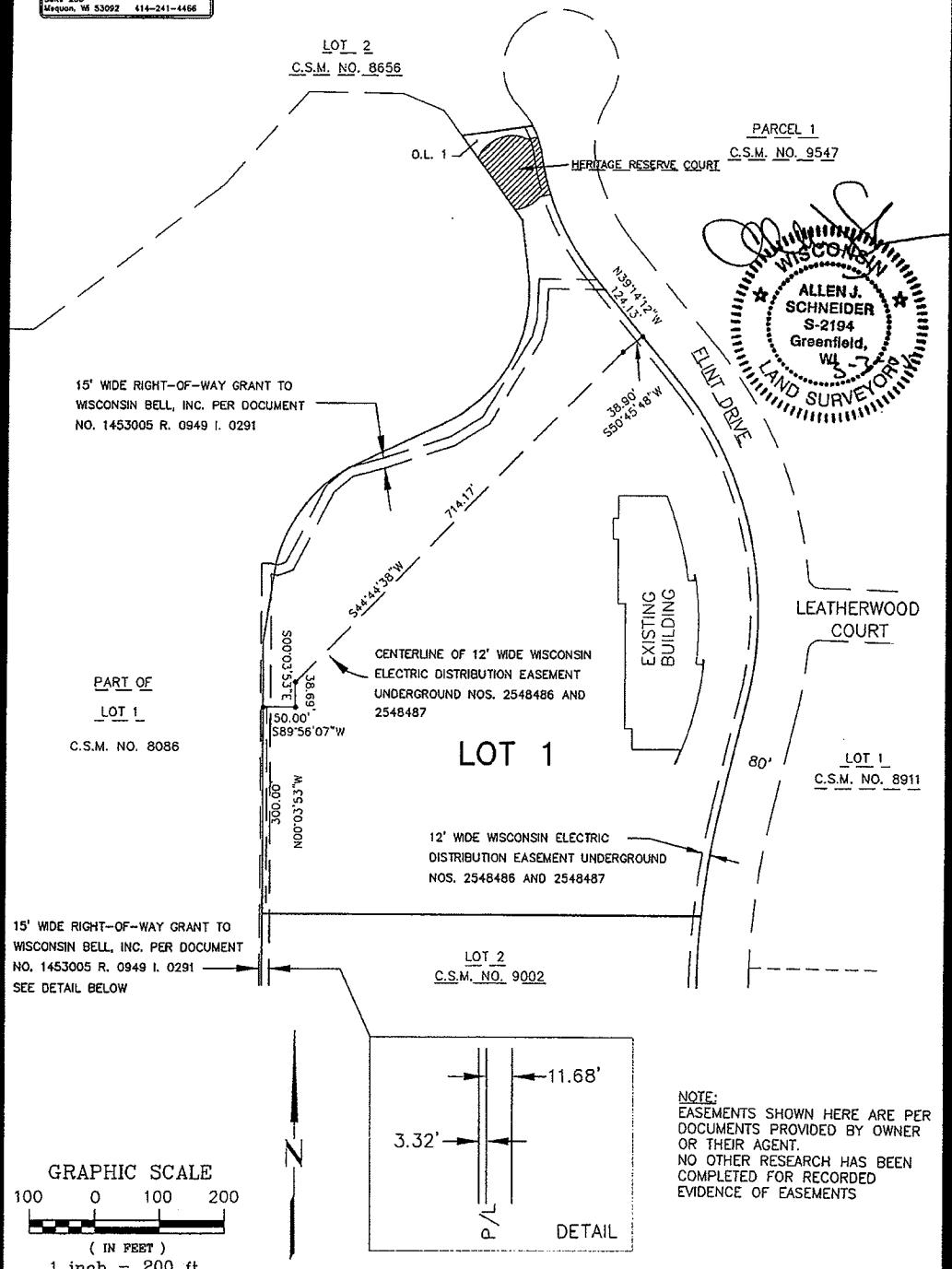
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Bonestroo
Rosene
Anderlik &
Associates
12075 North Corporate Parkway
Suite 200
Mequon, WI 53092 414-241-4466

EXISTING UTILITY EASEMENTS



NOTE:
EASEMENTS SHOWN HERE ARE PER
DOCUMENTS PROVIDED BY OWNER
OR THEIR AGENT.
NO OTHER RESEARCH HAS BEEN
COMPLETED FOR RECORDED
EVIDENCE OF EASEMENTS

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE, ANDERLIK, AND ASSOCIATES AT 12075 NORTH CORPORATE PARKWAY, MEQUON, WI 53092, 241-4466. PAGE 5 OF 9 PAGES

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00146 NOV 20 8

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Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9002, AS SAID CERTIFIED SURVEY MAP IS RECORDED IN THE WAUKESHA COUNTY REGISTRY AND BEING THAT PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

SURVEYORS CERTIFICATE

I, Allen J. Schneider, Registered Land Surveyor No. 2194, do hereby certify to the best of my professional knowledge that, under the direction of 500 Woodland Prime, LLC a Wisconsin Limited Liability Company, owner of that property described, that I have surveyed, divided and mapped the following described tract of land.

BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9002, AS SAID CERTIFIED SURVEY MAP IS RECORDED IN THE WAUKESHA COUNTY REGISTRY AND BEING THAT PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

BOUNDS AND DESCRIBED AS FOLLOWS:

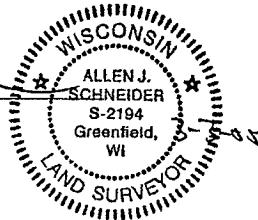
Commencing at the Northwest corner of the Southeast 1/4 of said Section 13; THENCE S89°08'26"E, along the north line of said Southeast 1/4, 1390.39 feet; THENCE S08°07'09"E, 29.65 feet to a point on the existing right-of-way line of Flint Drive; THENCE southwesterly, 146.04 feet along the arc of a non-tangent curve to the left, said curve having a radius of 89.41 feet, whose center lies to the southeast, whose chord bears S03°12'36"W, 130.34 feet, said curve also being the westerly right-of-way line of Flint Drive; THENCE southeasterly along said right-of-way line, 37.78 feet along the arc of a curve to the right, said curve having a radius of 138.00 feet, whose center lies to the southwest, whose chord bears S35°44'28"E, 37.67 feet to the Point of Beginning; THENCE southeasterly along said right-of-way line, 47.64 feet along the arc of a curve to the right, said curve having a radius of 138.00 feet, whose center lies to the southwest, whose chord bears S18°00'30"E, 47.40 feet to a point of reverse curvature; THENCE southeasterly along said right-of-way line, 201.26 feet along the arc of a curve to the left, said curve having a radius of 370.57 feet, whose center lies to the northeast, whose chord bears S23°40'40"E, 198.79 feet; THENCE S39°14'12"E, along said right-of-way line, 217.39 feet to a point of curvature; THENCE southeasterly along said right-of-way line, 512.91 feet along the arc of a curve to the right, said curve having a radius of 553.21 feet, whose center lies to the southwest, whose chord bears S12°40'32"E, 494.74 feet; THENCE S13°53'08"W, along said right-of-way line, 165.19 feet to a point of curvature; THENCE southeasterly along said right-of-way line, 174.75 feet along the arc of a curve to the left, said curve having a radius of 1239.74 feet, whose center lies to the east, whose chord bears S09°50'51"W, 174.60 feet; THENCE N90°00'00"W, 680.50 feet; THENCE N00°03'53"W, 418.09' feet; THENCE N08°42'42"E, 100.47 feet to a point of curvature; THENCE northeasterly, 220.24 feet along the arc of a curve to the right, said curve having a radius of 225.00 feet, whose center lies to the southeast, whose chord bears N36°45'11"E, 211.55 feet, THENCE N 64°47'40"E, 150.02 feet to a point of curvature; THENCE northeasterly, 281.02 feet along the arc of a curve to the left, said curve having a radius of 225.00 feet, whose center lies to the northwest, whose chord bears N29°00'49"E, 263.11 feet; THENCE N06°46'02"W, 84.82 FEET; THENCE N36°00'00"W, 160.58 feet; thence N81°52'51"E, 110.26 feet to the Point of Beginning.

Said described lands contain 595,819 Sq. Ft. or 13.678 Acres more or less.

I further certify that I have complied with Chapter 236 of the Wisconsin Statutes and the Land Division ordinance of the Village of Menomonee Falls in surveying, dividing, and mapping the above described tract of land.

By:


Allen J. Schneider RLS 2194



00147 NOV 2008

P 0.985-A

HCM
Hartman

Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

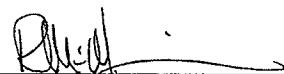
BEING A REVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9002, AS SAID CERTIFIED SURVEY MAP IS RECORDED IN THE WAUKESHA COUNTY REGISTRY AND BEING THAT PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

TCF National Bank, a national banking organization, as agent, a corporation duly organized and existing under and by virtue of the laws of the State of _____, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the certificate of 500 Woodland Prime LLC, owner.

IN WITNESS WHEREOF, the said TCF National Bank has caused these presents to be
Senior
signed by Russell P. McMinn, its Vice-President, at Milwaukee, WI

this 7th day of June, 2005.



Senior Vice-President

6/7/05
Date

STATE OF Wisconsin
Milwaukee COUNTY) SS

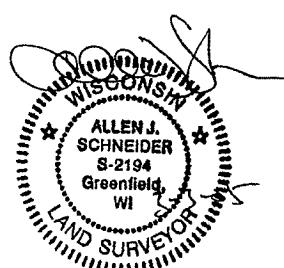
Personally came before me this 7th day of June, 2005.
Russell P. McMinn, Vice-President, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice-President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.
*Senior

(Notary Seal)

Notary Public,

Amy Weber Shambarger
Print Name, Amy Weber Shambarger

My commission expires is permanent



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 12075 NORTH CORPORATE PARKWAY, MEQUON, WI 53092, 241-4466. PAGE 7 OF 9 PAGES

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Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9002, AS SAID CERTIFIED SURVEY MAP IS RECORDED IN THE WAUKESHA COUNTY REGISTRY AND BEING THAT PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

OWNERS CERTIFICATE

500 Woodland Prime LLC, a Wisconsin Limited Liability Company, as owners, do hereby certify that said Company caused the land as described on this map to be surveyed, divided, mapped, and dedicated as represented on this map in accordance with the Ordinances of the Village of Menomonee Falls and Chapter 236 of the Wisconsin Statutes.

Douglas J. Weas and Bruce D. Behling
Witness the hand and seal of Bruce D. Behling, this 8th day of June, 2005.
By: 500 Holdings, LLC, Member, By: ~~DA85/15~~, LLC, its Managing Member

Douglas J. Weas
Name, Title By: Douglas J. Weas, Manager
By: Heritage Reserve Holding L.L.C., Member

Bruce D. Behling
By: Bruce D. Behling, President
WAUKESHA COUNTY,)

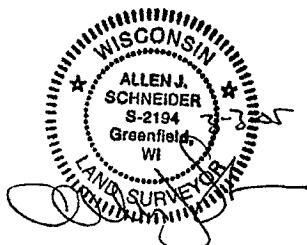
STATE OF WISCONSIN) ss

Personally came before me this 8th day of June, 2005, the above named Officer of 500 Woodland Prime LLC, a Wisconsin Limited Liability Company, to me known to be such officer of said Company and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company, by his authority.

Amy Weber Shambarger
Notary Public

is permanent
My commission expires

Amy Weber Shambarger
Print Name



000149 NOV 20 2005

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Stock No. 26273

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. 10024

BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9002, AS SAID CERTIFIED SURVEY MAP IS RECORDED IN THE WAUKESHA COUNTY REGISTRY AND BEING THAT PART OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4, THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

MENOMONEE FALLS PLAN COMMISSION APPROVAL

Preliminary Approval May 3, 2005
DATE

Matthew C. Cana
SECRETARY

Final Approval May 3, 2005
DATE

Matthew C. Cana
SECRETARY

VILLAGE BOARD APPROVAL

Resolved, that the Certified Survey Map of 500 Woodland Prime LLC, a Wisconsin Limited Liability Company being a redivision of Parcel 1 of Certified Map No. 9002 and being a part of the SE 1/4 of Section 13, 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 the dedication contained herein accepted by the Village Board of Trustees of the Village of Menomonee Falls this 16 day of May, 2005.

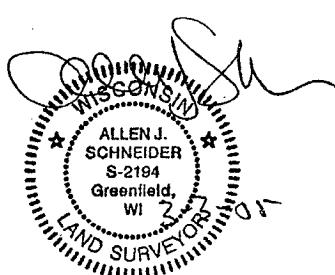
Richard A. Rechlidz
PRESIDENT Richard A. Rechlidz



I hereby certify that the foregoing is a ~~true~~ correct copy of a resolution adopted by the Village Board of Trustees of the Village Menomonee Falls, Wisconsin, on THIS 16 DAY of May, 2005.

Richard A. Ferrenkopf
CLERK-TREASURER Richard A. Ferrenkopf

Recorded on June 9, 2005
as Document 3283947
Volume 93 Pages 330-338



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 12075 NORTH CORPORATE PARKWAY, MEQUON, WI 53092, 241-4466. PAGE 9 OF 9 PAGES

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EXHIBIT "B"

000151 NOV 20 88

RIM= 782.14 SAW 10' OF CURB
6" IE N.= 777.94 HEAD TO FLOW LINE
18" IE S.= 777.23 (S) AND GRADE TO
4" IE W. = 779.01 PROPOSED POND

RIM = 781.92

RIM = 781.60
18" IE W. = 776.20
18" IE N. = 775.70

RELOCATE LANDSCAPING
PER OWNERS DIRECTION

REMOVE EXISTING MANHOLE
STRUCTURE AND REPLACE WITH
OUTLET STRUCTURE.
(SEE OUTLET STRUCTURE DETAIL)

EXISTING
RIM = 781.54
18" IE SW. = 774.29
18" IE NE. = 773.79

00152 NOV 20 8

EXHIBIT "C"

EASEMENT

500 WOODLAND PRIME LLC ("Grantor") hereby warrants and represents that it is the owner in fee of the real estate depicted and legally described on the attached Exhibit A ("Easement Area") and that the Easement Area is free and clear of all liens and encumbrances, except for municipal and zoning ordinances and agreements entered under them, recorded easements and recorded building and use restrictions and covenants. The Grantor, together with its respective successors and assigns, does hereby grant unto the Village of Menomonee Falls ("Village") and its assigns a permanent and perpetual easement in the Easement Area for the purposes of operating, inspecting, maintaining, repairing, replacing and reconstructing storm water detention basins and related facilities, including storm sewer inlets and manholes (collectively, "Facilities").

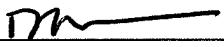
The easement rights granted herewith include the right to operate, inspect, maintain, repair, reconstruct, replace and enlarge any and all presently existing and hereinafter constructed Facilities, and the right of entry in, across, beneath, and above the Easement Area .

THE GRANTOR may not grant additional easements over the Easement Area without the express written consent of the Village. The Village further retains the right to place reasonable conditions on the purpose and scope of use of any such additional easements. In the event the Village has to excavate in the Easement Area, the Village will only restore the Easement Area grade to the proposed grade as shown on the approved master grading plan. The Easement Area surface will be restored with topsoil, seed, fertilizer and mulch. The Village will not approve or restore shrubs, trees, pavements, monument signs or structures of any type.

The rights and obligations created by this Easement shall be covenants running with the land and shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, **500 WOODLAND PRIME LLC** has caused this Agreement to be signed this 22nd day of October, 2008.

500 WOODLAND PRIME LLC

By: 
Douglas J. Weas,
Authorized Representative

STATE OF WISCONSIN)
Waukesha COUNTY)
)SS
)

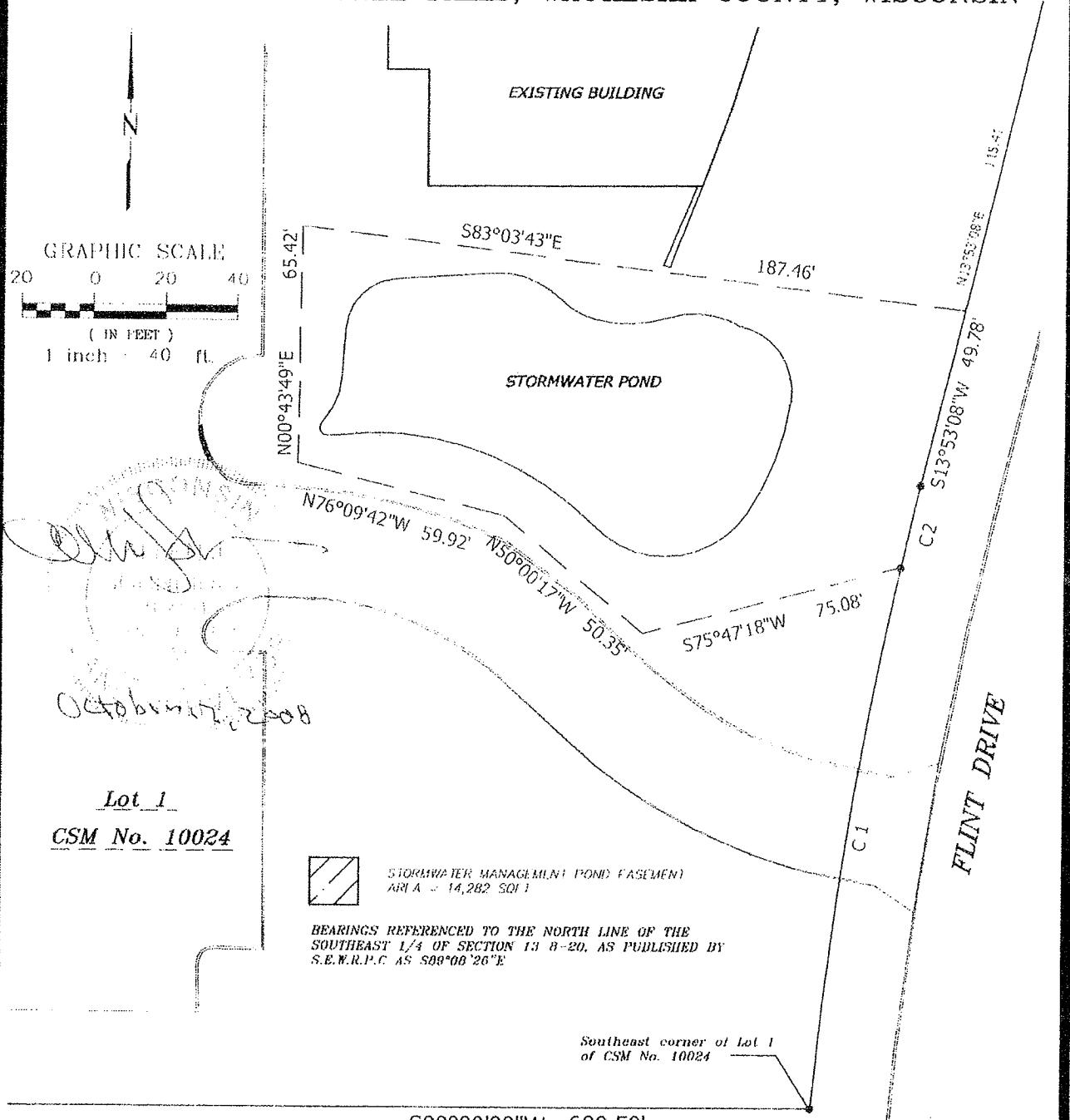
Personally came before me this 2nd day of October, 2008, the above named Douglas J. Weas, Authorized Representative of **500 WOODLAND PRIME LLC**, to me known to be such officer of said Company and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company, by his authority.



Notary Public, Wisconsin Nicholle M. Mizell
My commission expires April 22 2012

This instrument was drafted by
The Village of Menomonee Falls
Jonathan M. Bretl
Date: October 15, 2008

EXHIBIT "A"

STORMWATER FACILITIES EASEMENT
VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

Bonestroo

12075 Corporate
Pkwy
Suite 200
Mequon, WI 53092
Tel 262-241-4466
Fax 262-241-4901

Exhibit _____
Legal Description
Stormwater Facilities Easement

That part of Lot 1 of Certified Survey Map No. 10024, as said Certified Survey Map is recorded in the Waukesha County Registry in Volume 93, on pages 330 thru 338 inclusive, as Document No. 3283947, being that part of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, State of Wisconsin. Described as follows:

Commencing at the southeast corner of Lot 1 of Certified Survey Map No. 10024; thence northeasterly along the westerly right of way line of Flint Drive, 151.41 feet along the arc of a curve to the right, said curve having a radius of 1239.74 feet, whose center lies to the east, and whose chord bears North 09°18'29" East, 151.31 feet to the POINT OF BEGINNING; thence South 75°47'18" West, 75.08 feet; thence North 50°00'17" West, 50.35 feet; thence North 76°09'42" West, 59.92 feet; thence North 00°43'49" East, 65.42 feet; thence South 83°03'43" East, 187.46 feet to a point on the westerly right of way line of Flint Drive; thence South 13°53'08" West, along said westerly right of way line 49.78 feet to a point of curvature; thence southwesterly along the westerly right of way line of Flint Drive, 23.34 feet along the arc of a curve to the left, said curve having a radius of 1239.74 feet, whose center lies to the east, and whose chord bears South 13°20'46" West, 23.34 feet to the POINT OF BEGINNING.

Said lands as described above contain 14,282 square feet.

