

000803 JUN 26 8

3582651



WC3582651-012

STORMWATER FACILITIES
OPERATION, INSPECTION, &
MAINTENANCE AGREEMENT

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

06-26-2008 1:32 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 26.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 12

DOCUMENT NO.

DOCUMENT TITLE

Recording Data

Return to:

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

Shecterle Commercial Properties 6, LLC
Pilgrim Spring Marketplace

Tax Key No. MNFV 103.983

Doc
33
12
MNFV

STORMWATER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT (the "Agreement") is between Shecterle Commercial Properties 6, LLC, a Wisconsin limited liability company, its successors and/or assigns (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: Certified Survey Map 10482 as recorded by deed in the land records of Waukesha County, Volume 100, Pages 61 to 65, Document Number 3530011 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 Pilgrim Spring Marketplace, (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, swales, berms, under drain pipe, porous pavement, sand filters 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. 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, and placement of structures, sealing activities, or any activities within the Stormwater Management Facilities that affect the operation of the facilities; or that adversely alter the elevations and slopes from those designed, established and constructed; without the specific written approval of the Village.

5. The Village acknowledges that the Property Owner has submitted and received approval from the Village for a landscape plan for the Property. In the event that the Property Owner proposes revisions to such landscape plan, the Property Owner shall submit a revised landscape proposal and diagram with vegetation types to the Village prior to planting new trees or shrubs in the Stormwater Management Facilities that do not replace trees or shrubs shown on the original landscape plan. The Village shall have the right to determine any additional species of trees and shrubs appropriate for planting within the Stormwater Management Facilities. The Property Owner shall not plant additional shrubs or trees in the Stormwater Management Facilities that do not replace trees or shrubs shown on the original landscape plan unless approved by the Village.
6. The Property Owner shall not place sand on any porous pavement areas at any time. Snow removal shall be performed using conventional means such as plowing or shoveling.
7. The Property Owner shall adequately maintain the Stormwater Management Facilities.
 - a. Adequate maintenance is defined as good working condition so that these facilities are performing their design functions.
 - b. In addition, adequate maintenance of the porous pavement also shall include but not be limited to: vacuuming with a street sweeper, power washing, and inspecting the porous pavement and the sand filter system at least 3 times per year on no greater than 4 -month intervals, weather permitting, for visually obvious defects and to insure that the Stormwater Management Facilities are operating as intended. The Property Owner shall submit a Village approved Inspection Report as proof of compliance with the required maintenance. This Inspection Report shall be prepared and signed by a person with a working knowledge or experience with porous concrete.
8. 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, swales, pavement, filter structure and filter media. The inspection report shall include observing the Stormwater Management Facilities during a rain event to ensure that the Facilities are operating properly. The conditions shall be noted in the inspection report.
9. If damage or distress to the porous pavement is noted that requires replacement, porous pavement shall be used to repair the damaged or distressed area. If the filter media requires replacement, it shall be replaced with a similar media, approved by the Engineering Department. If another material other than material approved by the Engineering Department is used to repair damaged or distressed pavement areas or used to replace the filter media, the property owner has (30) days from the date of notice from the Village to take appropriate measures to replaced the pavement areas and filter media with suitable material.
10. If for any reason other than the negligence or other wrongful conduct of the Village, the existing Stormwater Management Facilities are no longer working as intended and generally accepted maintenance or correction applications are no longer feasible, the Property Owner shall replace the existing Stormwater Management Facility with a new Stormwater Management Facility approved by the Village of Menomonee Falls Engineering Department.

11. 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 improvements to correct damages, both natural and man made. If any material deficiencies or damages are noted in the reports provided to the Village under ¶7 or ¶8 above, 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.
12. If the Property Owner fails to inspect the Stormwater Management Facilities as required by this Agreement, 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 material damages, both natural and man made, and in addition to any other remedy or penalty, the Village shall have the right to enforce specific performance of this agreement, and the prevailing party shall recover actual attorneys fees incurred by the non-prevailing party in any litigation regarding enforcing this obligation.
13. The Property Owner hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect and or repair the Stormwater Management Facilities in accordance with the terms and conditions of this Agreement whenever the Village deems necessary.
14. Notwithstanding anything to the contrary in this Agreement, where it is claimed that the Stormwater Management Facilities or portion thereof are not working as intended, the Property Owner shall not be required to repair or replace any or all portions of the Stormwater Management Facilities if the documentation supplied by the Property Owner under ¶7.b or ¶8 above clearly demonstrate that the Facilities or portion thereof are working as intended.
15. 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. Notwithstanding anything to the contrary in this Agreement, Property Owner shall have no duty to defend or indemnify the Village against any claim alleging any independent liability of the Village including, but not limited to, negligence or intentional acts of the Village.
16. If the Village adopts a stormwater ordinance that requires a landowner to obtain a permit, the Village shall give notice to the Property Owner. The Property Owner shall have 90 days from the date of this notice to apply and obtain a permit under the stormwater ordinance or regulation. Upon issuance of a permit, this contract shall terminate and the regulations of the ordinance and/or permit shall control.
17. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.

18. 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.
19. 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.

END OF TEXT. SIGNATURE PAGE FOLLOWS.

3530011

CERTIFIED SURVEY MAP NO. 10482

A REDIVISION OF PARCEL 1 AND THE SOUTH 158.00 FEET OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2265 AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE MEMONOMEE FALLS, WAUKESHA COUNTY, WISCONSIN.



CAPITOL SURVEY & ENGINEERING
(1430 W BLUEMOUND ROAD, SUITE 11)
WAUKESHA, WISCONSIN 53158
PH: (414) 302-4280
FAX: (414) 302-2805
WWW.CAPITOLSURVEY.COM

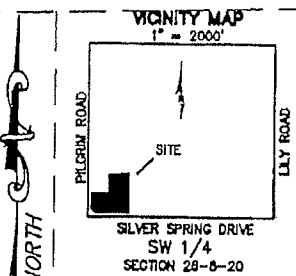
PREPARED FOR:
SHECTERLE COMMERCIAL PROPERTIES, LLC
P.O. BOX 1205
BROOKFIELD, WI 53008-1205

PLAZA
SUBDIVISION
BLOCK 2
LOT 2

PLAZA
SUBDIVISION
BLOCK 2
LOT 3

PLAZA
SUBDIVISION
BLOCK 2
LOT 4

PLAZA
SUBDIVISION
BLOCK 2
LOT 5



ALL BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM, (SOUTH ZONE), (NAD 27 DEC. 2005 REVISION) BEARING OF N 88°40'58" E.

WETLANDS AREA AS STAKED BY HEY AND ASSOCIATES JULY 5, 2007 SEE PAGE 3 FOR LINE TABLE

PILGRIM ROAD (CTH "VV")
WEST LINE SW 1/4 SEC. 26-8-20
PUBLIC RIGHT OF WAY WIDTH VARIES

N 00°02'22" W 248.07' (REC. AS 248.00')

N 89°53'22" W 80.00'

N 88°40'58" E 287.80'

N 00°02'22" W 292.00'

N 89°57'38" E 55.00'

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

N 89°53'22" W 80.00'

292.00'

N 00°02'22" W

N 89°53'16" W 288.85'

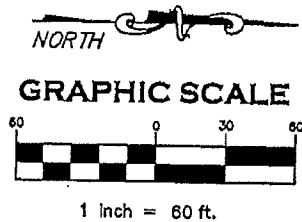
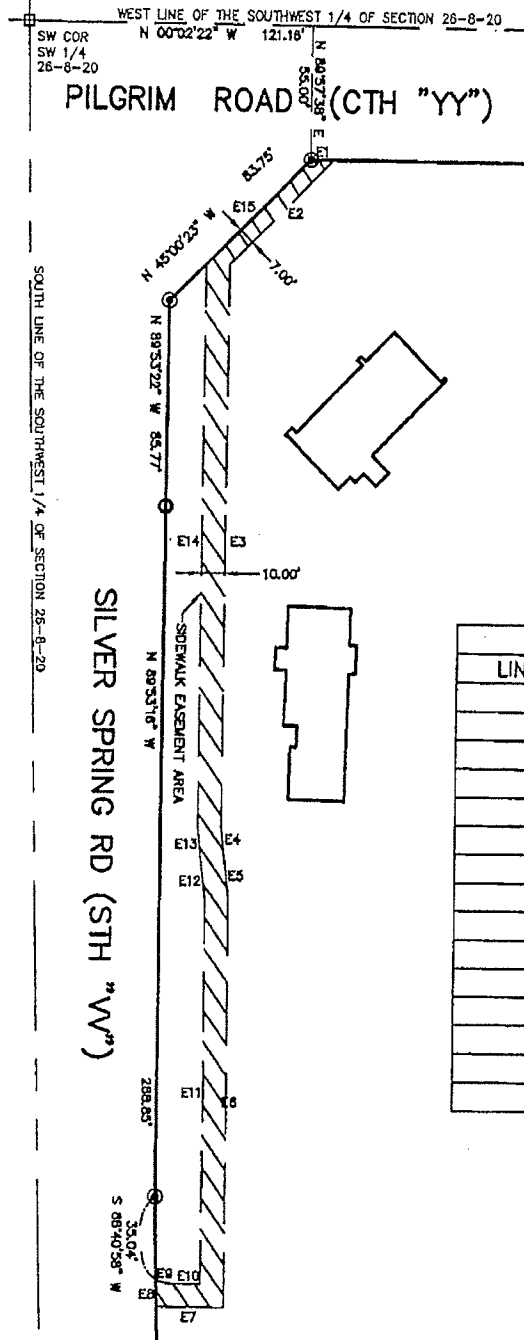
N 89°53'22" W 80.00'

N 89°53'16" E 55.00'

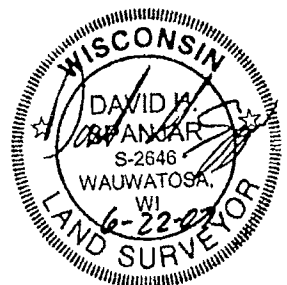
N 89°53'22" W 80.00

CERTIFIED SURVEY MAP NO. 10482

A REDIVISION OF PARCEL 1 AND THE SOUTH 158.00 FEET OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2265 AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.



LINE TABLE		
LINE	LENGTH	BEARING
E1	9.91'	N00°02'22"W
E2	61.86'	S45°00'23"E
E3	234.94'	EAST
E4	13.72'	N84°00'06"E
E5	17.12'	N83°33'14"E
E6	170.73'	EAST
E7	28.41'	S00°01'39"W
E8	11.18'	S88°40'58"W
E9	4.93'	N14°00'19"E
E10	13.88'	NORTH
E11	160.62'	WEST
E12	15.71'	S83°24'27"W
E13	15.14'	S84°06'57"W
E14	234.94'	WEST
E15	61.99'	N45°00'23"W



REVISED: NOV 1, 2007

62

Exhibit "A" Continued

CERTIFIED SURVEY MAP NO. 10482

A REDIVISION OF PARCEL 1 AND THE SOUTH 158.00 FEET OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2265 AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

I, DAVID H. SPANJAR, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY:
THAT I HAVE SURVEYED, DIVIDED AND MAPPED, A REDIVISION OF PARCEL 1 AND THE SOUTH 158.00 FEET OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2265, AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 SECTION: THENCE N 00°02'22" E ALONG THE WEST LINE OF SAID 1/4 SECTION, 121.16 FEET TO A POINT; THENCE N 89°57'38" E, 55.00 FEET TO A POINT ON THE EAST LINE OF PILGRIM ROAD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 00°02'22" W ALONG SAID EAST LINE AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION 248.07 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP NO. 9587; THENCE N 88°40'58" E ALONG THE SOUTH LINE OF SAID MAP A DISTANCE OF 387.80 FEET TO THE SOUTHEAST CORNER OF SAID MAP; THENCE N 00°02'22" W ALONG THE EAST LINE OF SAID MAP A DISTANCE OF 292.00 FEET TO A POINT ON THE SOUTH LINE OF PLAZA SUBDIVISION; THENCE N 88°40'58" E ALONG SAID SOUTH LINE 330.60 FEET; THENCE S 00°03'32" E AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 610.01 FEET TO POINT ON THE NORTH LINE OF SILVER SPRING DRIVE; THENCE S 88°40'58" W ALONG SAID NORTH LINE 183.45 FEET; THENCE N 89°53'16" W ALONG SAID NORTH LINE 288.85 FEET; THENCE N 89°53'22" W ALONG SAID NORTH LINE 85.77 FEET; THENCE N 45°00'23" W 83.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 288,685 SQAURE FEET, OR 6.63 ACRES.

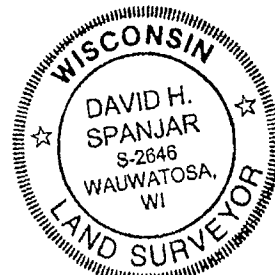
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF SHECTERLE COMMERCIAL PROPERTIES, LLC, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 238.34 OF THE STATUTES OF THE STATE OF WISCONSIN, AND THE ORDINANCES OF THE VILLAGE OF MENOMONEE FALLS IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 22ND DAY OF JUNE, 2007.

DAVID H. SPANJAR
REGISTERED LAND SURVEYOR, S-2646
STATE OF WISCONSIN



REVISED: NOV. 1, 2007

103

CERTIFIED SURVEY MAP NO. 10482

A REDIVISION OF PARCEL 1 AND THE SOUTH 158.00 FEET OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2265 AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE MEMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

SHECTERLE COMMERCIAL PROPERTIES, LLC, AS OWNERS, CERTIFY THAT WE CAUSED THE LAND DESCRIBED ABOVE TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF S.238.34 OF THE WISCONSIN STATUTES AND SECTION 94 OF THE VILLAGE OF MEMONEE FALLS MUNICIPAL CODE.

IN WITNESS WHEREOF, SHECTERLE COMMERCIAL PROPERTIES, LLC, ON THIS _____ DAY OF _____, 2007

[Signature]
WITNESS

[Signature]
MANAGING DIRECTOR
SHECTERLE COMMERCIAL PROPERTIES, LLC

STATE OF WISCONSIN) SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS 26 DAY OF November 2007, THE ABOVE NAMED SHECTERLE COMMERCIAL PROPERTIES, LLC, TO ME KNOWN AS THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

[Signature]
NOTARY PUBLIC Patricia M. Frost
STATE OF WISCONSIN
MY COMMISSION EXPIRES: 8/9/09

CONSENT OF CORPORATE MORTGAGE

DTI Bank A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE ABOVE CERTIFICATION OF SHECTERLE COMMERCIAL PROPERTIES, LLC AS OWNERS OF SAID LAND.

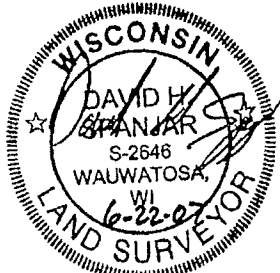
IN WITNESS WHEREOF, THE SAID DTI Bank HAS CAUSED THESE PRESENTS TO BE SIGNED BY , AND ITS CORPORATE SEAL HEREUNTO AFFIXED, THIS 26 DAY OF November, 2007

[Signature]
MORTGAGEE REPRESENTATIVE

STATE OF WISCONSIN) SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS 26 DAY OF November, 2007, THE ABOVE NAMED DTI Bank TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

[Signature]
NOTARY PUBLIC Patricia M. Frost
STATE OF WISCONSIN
MY COMMISSION EXPIRES: 8/9/09



REVISED: NOV. 1, 2007

104

CERTIFIED SURVEY MAP NO. 10482

A REDIVISION OF PARCEL 1 AND THE SOUTH 158.00 FEET OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2265 AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE VILLAGE MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

PRELIMINARY APPROVAL 7-10-07
 FINAL APPROVAL 7-10-07

Mark A. ... SECRETARY
Mark A. ... SECRETARY

VILLAGE BOARD APPROVAL

RESOLVED THAT THE CERTIFIED SURVEY MAP OF SHECTERLE COMMERCIAL PROPERTIES, LLC, BEING A REDIVISION OF PARCEL 1 AND THE SOUTH 158.00 FEET OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 2265 AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 20 EAST, IN THE 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 ON THIS 15 DAY OF October, 2007



Richard A. Rechlicz
 RICHARD A. RECHLICZ
 VILLAGE PRESIDENT
Michael J. Hasslinger
 CLERK

LINE TABLE FOR WETLANDS LINE AS STAKED BY DNR

LINE	LENGTH	BEARING
L50	33.75	S88°40'56"W
L51	19.20	S84°38'38"E
L52	23.25	S87°00'37"E
L53	23.33	S80°42'31"E
L54	28.45	S87°53'59"E
L55	21.31	S88°12'05"E
L56	47.87	S82°23'13"E
L57	41.48	S79°45'02"E
L58	28.37	S87°35'30"E
L59	22.40	S87°29'03"E
L60	31.88	N64°37'22"W
L61	32.30	S61°47'41"E
L62	3.90	S21°17'58"E
L63	5.33	N40°27'58"E
L64	83.96	S85°14'29"E
L65	144.58	S89°24'13"E
L66	46.70	N89°19'10"E
L67	41.12	N85°24'51"E
L68	15.18	S73°08'38"E
L69	9.53	S01°51'45"E
L70	56.46	S89°49'23"W
L71	47.49	N87°14'15"W
L72	88.20	N89°38'18"W
L73	55.24	N89°49'49"W
L74	43.80	N88°27'17"W
L75	41.18	N84°07'48"W
L76	23.84	N87°49'50"W
L77	59.43	N87°25'21"W
L78	52.85	N79°50'13"W
L79	61.74	N78°12'17"W
L80	60.52	N84°49'56"W
L81	28.67	N87°56'28"W
L82	13.16	S00°02'22"E

VOLUME 100 PAGE 61-65
 3530011

REGISTER'S OFFICE
 WAUKESHA COUNTY, WI
 RECORDED ON

11-30-2007 3:52 PM

MICHAEL J. HASSLINGER
 REGISTER OF DEEDS

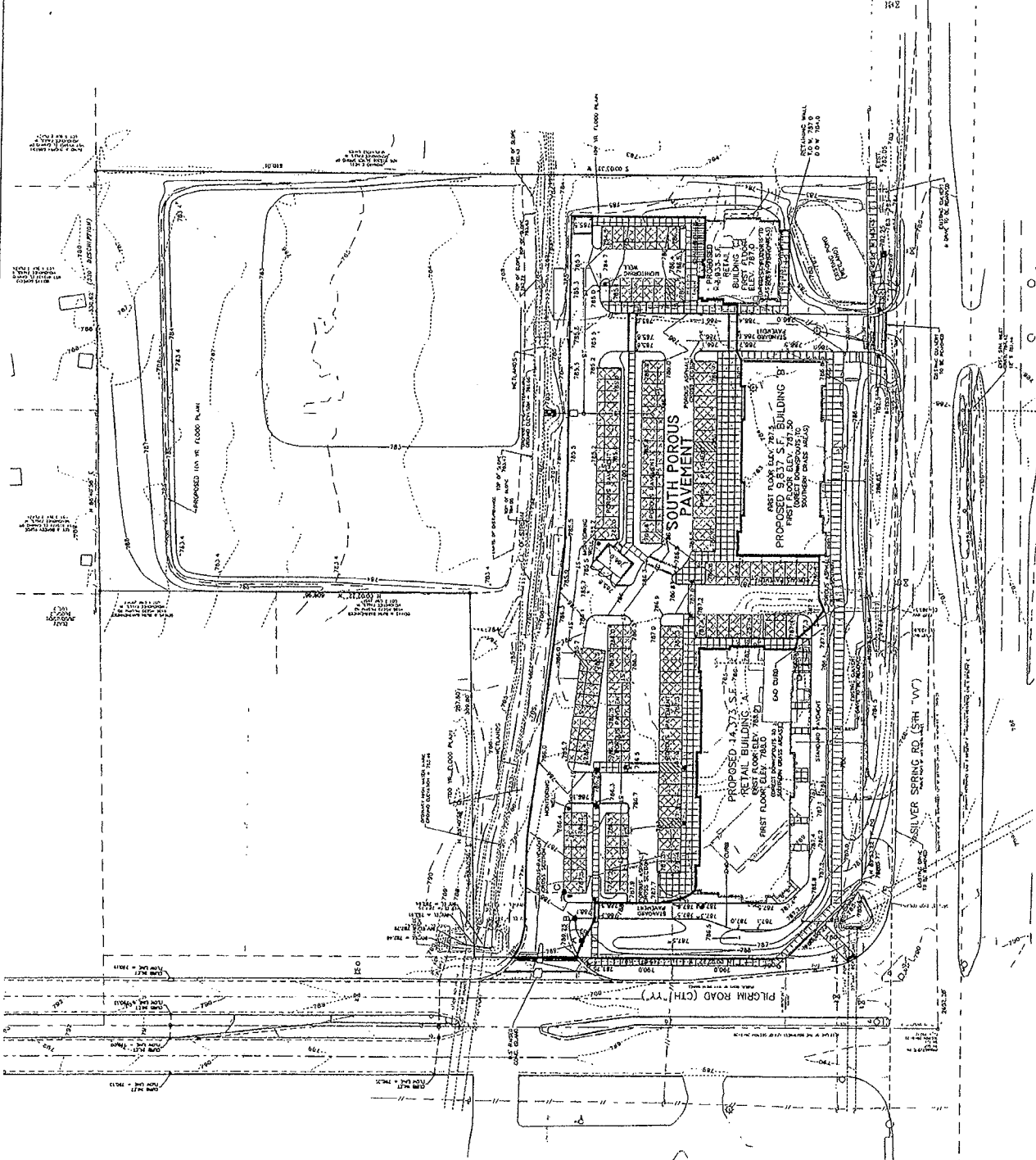
REC. FEE: 12.00
 REC. FEE-CO: 5.00
 REC. FEE-ST: 2.00
 TRAN. FEE:
 TRAN. FEE-STATE:
 PAGES: 5



REVISED: NOV. 1, 2007

CERTIFIED SURVEY MAP. _____ DOCUMENT NO. _____
 DATE _____ VOLUME _____ PAGES _____

105

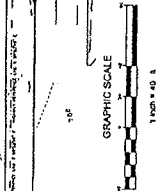


PROPOSED POROUS PAVEMENT



- NOTES:
1. ALL PROPOSED ELEVATIONS ALONG THE PROPOSED CURB ARE AT THE BOTTOM OF THE CURB
 2. ALL EXISTING CONDITIONS PER THE SURVEY BY CANTO, SURVEY AND ENGINEERING

LEGEND	
---	EXISTING CONTOUR
- - - -	PROPOSED CONTOUR
---	PROPOSED ELEVATION
---	PROPOSED STORM SEWER





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

July 31, 2008

Shecterle Commercial Properties 6, LLC
P.O. Box 1205
Brookfield, WI 53005

Attn: Brian Shecterle

**Re: Stormwater Facilities Operation, Inspection & Maintenance Agreement
Pilgrim Spring Marketplace
Tax Key No. 0103.983**

Dear Mr. Shecterle,

Please find enclosed a recorded copy of the Stormwater Facilities Operation, Inspection & Maintenance Agreement for the Pilgrim Spring Marketplace development for your records. It contains recording information showing proof of recording by the Waukesha County Register of Deeds.

Also, please find enclosed Invoice #ES-053 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
Engineering Services

Enclosure

Cc: Thomas M. Hoffman, Director of Engineering Services
Jonathan M. Bretl, Civil Engineer I
Stephen L. Fox, Schmidt, Rupke, Tess-Mattner & Fox
Easement / Acquisition File
Vault