

Storm Water Management Practice Maintenance Agreement

Document Number

Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Owner"), as owner of the property described on Exhibit A attached hereto (the "Property"), in accordance with Chapter 32 City of Waukesha Storm Water Management and Erosion Control, agrees to maintain storm water management practice(s) on the Property in accordance with approved plans and Storm Water Management Plan conditions. Owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Exhibit D: Design Summaries

Exhibit E: As-Built Surveys

Exhibit F: Engineer Verification

Exhibit G: Stormwater Management and Erosion Control Permit Termination

Name and Return Address

City of Waukesha
130 Delafield Street
Waukesha, WI 53188

WAKC1353424 and WAKC1353425
Parcel Identification Number(s) – (PIN)

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until the Storm Water and Erosion Control Permit termination attached hereto as Exhibit G is executed by the City of Waukesha in accordance with Chapter 32 of the City Code of Ordinances.
2. After Storm Water and Erosion Control Permit termination under 1., the then current owner of the Property shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. The Owner shall, at its own cost, complete inspections of the storm water management practices at the time intervals listed in Exhibit C, and conduct the inspections by a qualified professional, file the reports with the City of Waukesha after each inspection and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs. After the work is completed by the contractor, the qualified professional shall verify that the work was properly completed and submit the follow-up report to the City within 30 days.
4. In addition, and independent of the requirements under Paragraph 3 above, the City of Waukesha, or its designee, is authorized to access the Property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Waukesha shall provide at least two (2) business days' notice prior to accessing the Property for such inspections. The City of Waukesha may require work to be done which differs from the report described in Paragraph 3 above, if the City of Waukesha reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by the City of Waukesha of maintenance or repairs required by this agreement, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Waukesha.
5. If the Owner does not complete an inspection under Paragraph 3. above or required maintenance or repairs under Paragraph 4. above within the specified time period, the City of Waukesha is authorized, but not required, to perform the specified inspections, maintenance or repairs upon providing at least ten (10) days advance written notice to Owner. In the case of an emergency situation, as determined by the City of Waukesha, no notice shall

be required prior to the City of Waukesha performing emergency maintenance or repairs. The City of Waukesha may levy the costs and expenses of such inspections, maintenance or repair and the Owner shall pay such sum within thirty (30) days of receipt of a written invoice. If Owner fails to make such payment within the thirty (30) day period, the City may levy the costs and expenses of such inspections, maintenance and repair as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.

6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns.

Dated this ___ day of _____, 2017.

Owner:

WAL-MART REAL ESTATE BUSINESS TRUST
a Delaware statutory trust

By: _____
Name: LB Johnson
Its: Vice President of Real Estate

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2017, the above named LB Johnson, as Vice President of Real Estate of Wal-Mart Real Estate Business Trust, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

This document was drafted by:

Adam F. Jardine
Reinhart Boerner Van Deuren, s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202



City of Waukesha Common Council Approval

Dated this ___ day of _____, 2017.

Shawn N. Reilly, Mayor

Gina Kozlik, City Clerk

Acknowledgements

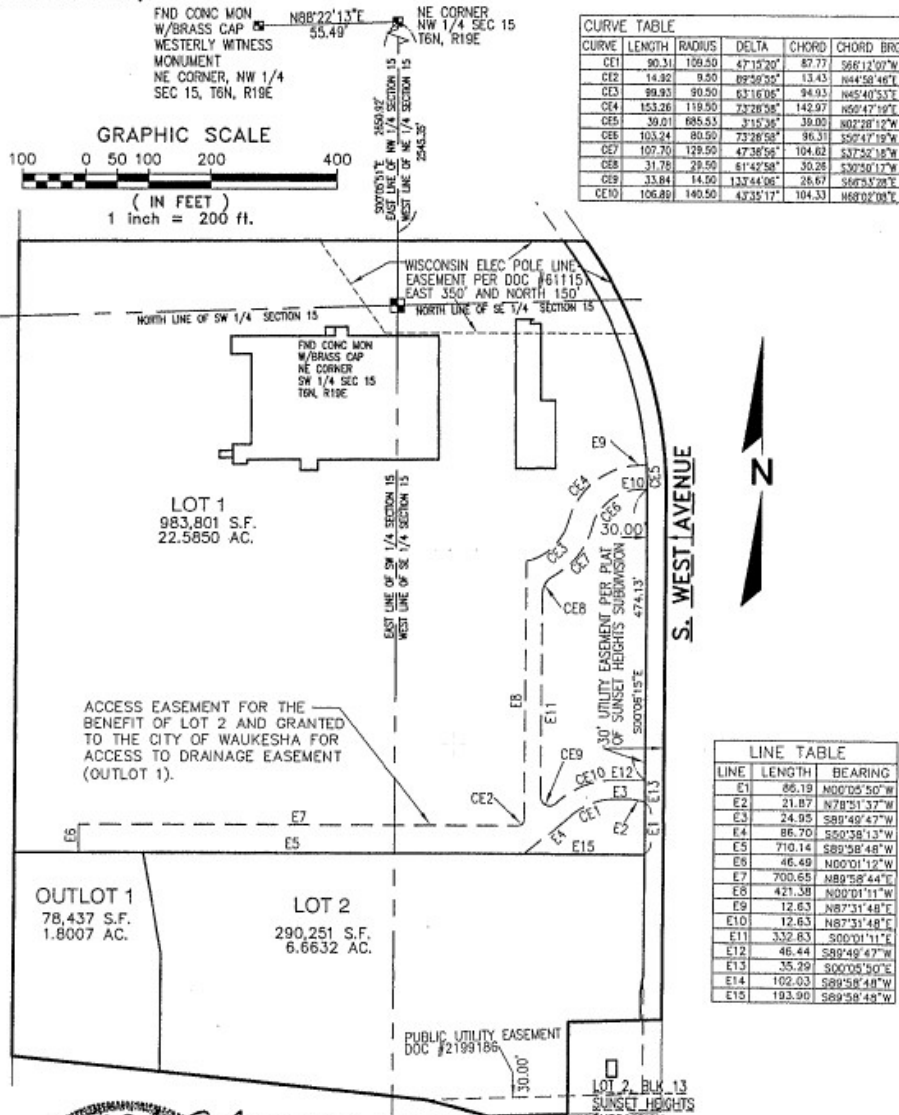
State of Wisconsin:
County of Waukesha

Personally came before me this ___ day of _____, 2017, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

CERTIFIED SURVEY MAP NO. 10488
ACCESS EASEMENT DETAIL SHEET

Part of Lot 1, Block 13, in Sunset Heights Subdivision, being a part of the Northeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.



| CURVE | LENGTH | RADIUS | DELTA | CHORD | CHORD BRG |
|-------|--------|--------|------------|--------|-------------|
| CE1 | 80.31 | 109.50 | 47°15'20" | 87.77 | S68°12'07"W |
| CE2 | 14.92 | 9.50 | 82°52'35" | 13.43 | N44°58'46"E |
| CE3 | 99.93 | 90.50 | 63°16'08" | 94.93 | N45°40'53"E |
| CE4 | 153.26 | 119.50 | 72°28'58" | 142.97 | N59°47'19"E |
| CE5 | 39.01 | 685.53 | 2°15'36" | 39.00 | N02°28'12"W |
| CE6 | 103.24 | 80.50 | 72°28'58" | 93.31 | S57°21'19"W |
| CE7 | 102.20 | 129.50 | 47°38'58" | 104.62 | S37°52'18"W |
| CE8 | 31.78 | 29.50 | 61°42'58" | 30.28 | S20°50'12"W |
| CE9 | 33.84 | 14.50 | 133°44'06" | 28.67 | S67°53'28"E |
| CE10 | 106.89 | 140.50 | 43°35'17" | 104.33 | N68°02'08"E |

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| E1 | 86.19 | N00°05'50"W |
| E2 | 21.87 | N78°21'32"W |
| E3 | 24.95 | S89°49'47"W |
| E4 | 86.70 | S50°38'13"W |
| E5 | 710.14 | S89°58'48"W |
| E6 | 46.49 | N00°01'12"W |
| E7 | 700.65 | N89°58'44"E |
| E8 | 421.38 | N00°01'11"W |
| E9 | 12.63 | N87°31'48"E |
| E10 | 12.63 | N87°31'48"E |
| E11 | 332.83 | S09°01'11"E |
| E12 | 46.44 | S89°49'47"W |
| E13 | 35.29 | S00°05'50"E |
| E14 | 102.03 | S89°58'48"W |
| E15 | 193.90 | S69°58'49"W |



NOTE: OUTLOT 1 SHALL BE OWNED AND MAINTAINED BY LOT 1. OUTLOT 1 IS DRAINAGE EASEMENT FOR BENEFIT OF LOTS 1 AND 2 AND ACCESS EASEMENT GRANTED TO THE CITY OF WAUKESHA

LES PAUL PKWY STH. 59

National Survey & Engineering

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 Brookfield, WI 53005-5938
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 SHEET 2 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. 10488

CITY OF WAUKESHA UTILITY EASEMENT DETAIL SHEET

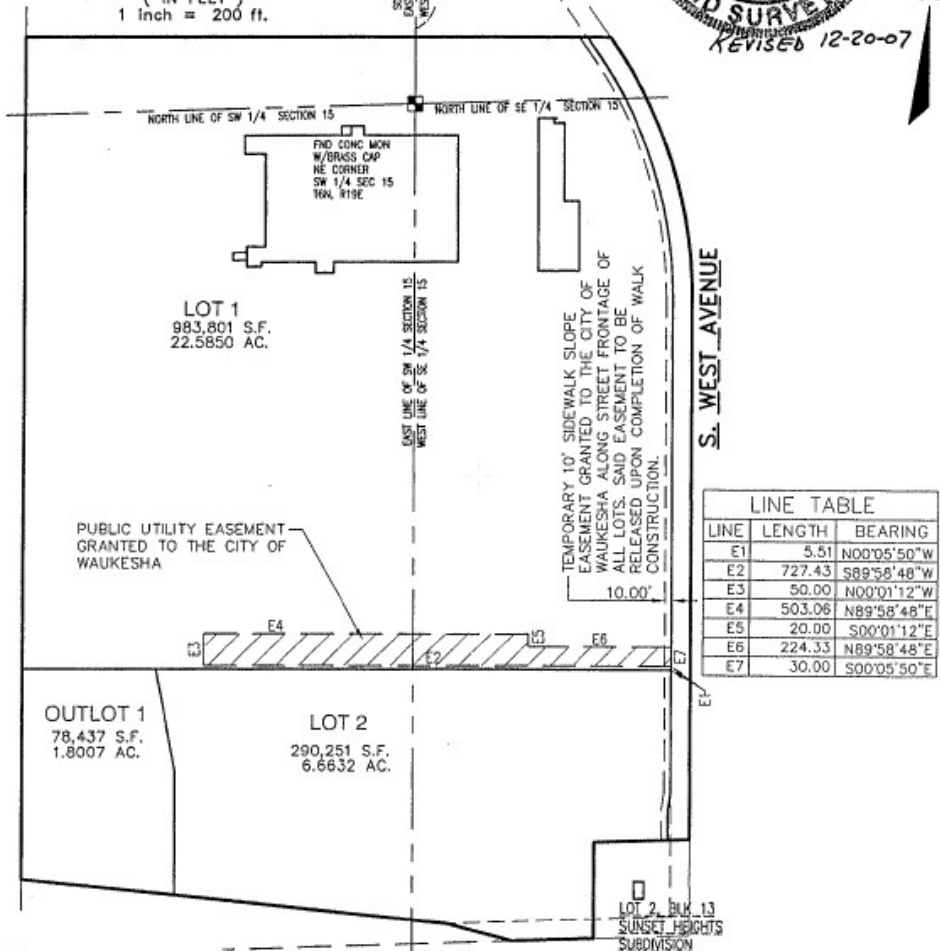
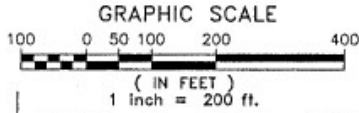
Part of Lot 1, Block 13, in Sunset Heights Subdivision, being a part of the Northeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

FND CONC MON
W/BRASS CAP
WESTERLY WITNESS
MONUMENT
NE CORNER, NW 1/4
SEC 15, T6N, R19E

N88°22'13"E
55.49

NE CORNER
NW 1/4 SEC 15
T6N, R19E

2650.92'
EAST LINE OF NW 1/4 SECTION 15
WEST LINE OF NE 1/4 SECTION 15
2545.35'



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| E1 | 5.51 | N00°05'50"W |
| E2 | 727.43 | S89°58'48"E |
| E3 | 50.00 | N00°01'12"W |
| E4 | 503.06 | N89°58'48"E |
| E5 | 20.00 | S00°01'12"E |
| E6 | 224.33 | N89°58'48"E |
| E7 | 30.00 | S00°05'50"E |

- NOTES:
- A TEMPORARY 10' WIDE SLOPE EASEMENT SHALL BE IN EFFECT ALONG THE STREET FRONTAGE OF ALL LOTS. SAID EASEMENT NOT TO BE PERMANENTLY IMPROVED AND TO BE IN EFFECT UNTIL SIDEWALK IS INSTALLED.
 - NO BUILDING OR FENCE SHALL BE CONSTRUCTED IN SANITARY SEWER, STORM SEWER, DRAINAGE AND WATER MAIN EASEMENTS. NO TREES OR BUSHES WHICH WOULD GROW TO MORE THAN 4' IN HEIGHT SHALL BE PLANTED WITHIN SAID EASEMENT WITHOUT APPROVAL OF THE CITY OF WAUKESHA ENGINEERING DEPARTMENT AND THE WAUKESHA WATER UTILITY.
 - IN THE EVENT THE WATER UTILITY FINDS IT NECESSARY TO DISTURB THE PREMISES IN THE EXERCISE OF ITS DUTIES AND RESPONSIBILITIES (FUTURE REPAIRS IF NECESSARY), THE UTILITY AGREES TO RESTORE THE PREMISES OF THE GRANTOR, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH DISTURBANCE, HOWEVER, NOT INCLUDING THE REPLACEMENT OF PAVEMENT, TREES, SHRUBBERY AND OTHER ITEMS EXISTING ON OR WITHIN THE DESIRED EASEMENT.
 - GRADE CHANGES WITHIN THE PERMANENT WATER MAIN EASEMENTS WHICH EXCEED 12"(ONE FOOT) SHALL NOT BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE WAUKESHA WATER UTILITY.

LES PAUL PKWY STL 59

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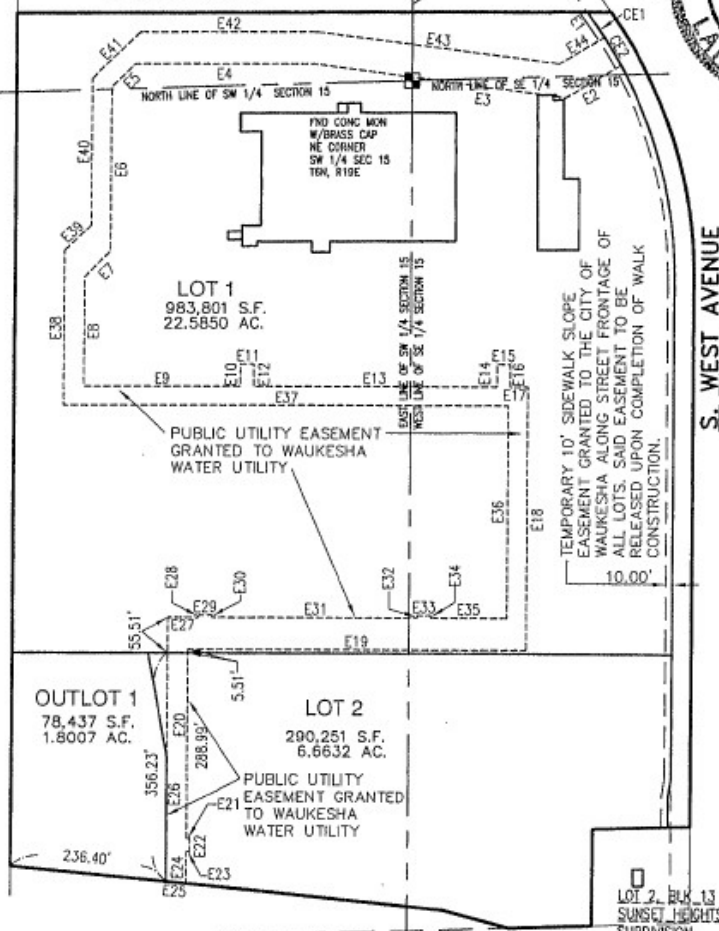
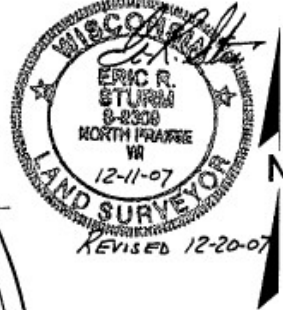
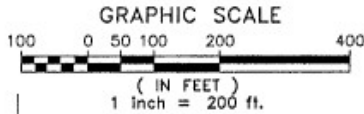
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SHEET 3 OF 9 SHEETS

CERTIFIED SURVEY MAP NO. 10488
WAUKESHA WATER UTILITY EASEMENT DETAIL SHEET

Part of Lot 1, Block 13, in Sunset Heights Subdivision, being a part of the Northeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

FND CONC MON
W/BRASS CAP
WESTERLY WITNESS
MONUMENT
NE CORNER, NW 1/4
SEC 15, T6N, R19E

| CURVE | LENGTH | RADIUS | DELTA | CHORD | CHORD BRG |
|-------|--------|--------|----------|-------|-------------|
| CE1 | 26.09 | 685.53 | 2°10'51" | 26.09 | S34°00'25"E |
| CE2 | 50.01 | 685.53 | 4°10'48" | 50.00 | S32°49'36"E |



| LINE | LENGTH | BEARING |
|------|--------|-------------|
| E1 | 21.01 | N35°05'50"W |
| E2 | 98.53 | S59°31'03"W |
| E3 | 387.28 | N82°26'52"W |
| E4 | 273.10 | N80°00'00"W |
| E5 | 49.29 | S45°00'00"W |
| E6 | 255.95 | S00°00'00"E |
| E7 | 55.61 | S43°00'00"W |
| E8 | 170.57 | S00°00'00"E |
| E9 | 236.81 | N89°58'48"E |
| E10 | 34.96 | N00°01'12"W |
| E11 | 20.00 | N89°58'48"E |
| E12 | 34.96 | S00°01'12"E |
| E13 | 372.47 | N89°58'48"E |
| E14 | 35.00 | N00°01'12"W |
| E15 | 20.00 | N89°58'48"E |
| E16 | 35.00 | S00°01'12"E |
| E17 | 27.53 | N89°58'48"E |
| E18 | 410.28 | S00°01'12"E |
| E19 | 516.67 | S88°58'48"W |
| E20 | 294.50 | S00°01'12"E |
| E21 | 5.00 | N89°58'48"E |
| E22 | 20.00 | S00°01'12"E |
| E23 | 5.00 | S88°58'48"W |
| E24 | 50.32 | S00°01'12"E |
| E25 | 30.16 | N84°09'21"W |
| E26 | 411.73 | N00°01'12"W |
| E27 | 45.63 | N89°58'48"E |
| E28 | 3.49 | N00°01'12"W |
| E29 | 20.00 | N89°58'48"E |
| E30 | 3.49 | S00°01'12"E |
| E31 | 316.01 | N89°58'48"E |
| E32 | 3.49 | N00°01'12"W |
| E33 | 20.00 | N89°58'48"E |
| E34 | 3.49 | S00°01'12"E |
| E35 | 115.03 | N89°58'48"E |
| E36 | 330.28 | N89°58'48"E |
| E37 | 676.83 | S89°58'48"W |
| E38 | 241.29 | N00°00'00"E |
| E39 | 55.61 | N45°00'00"E |
| E40 | 227.67 | N00°00'00"E |
| E41 | 102.42 | N45°00'00"E |
| E42 | 268.83 | S90°00'00"E |
| E43 | 373.32 | S82°26'52"E |
| E44 | 80.80 | N58°31'03"E |

- NOTES:**
- A TEMPORARY 10' WIDE SLOPE EASEMENT SHALL BE IN EFFECT ALONG THE STREET FRONTAGE OF ALL LOTS. SAID EASEMENT NOT TO BE PERMANENTLY APPROVED AND TO BE IN EFFECT UNTIL SIDEWALK IS INSTALLED.
 - NO BUILDING OR FENCE SHALL BE CONSTRUCTED IN SANITARY SEWER, STORM SEWER, DRAINAGE AND WATER MAIN EASEMENTS. NO TREES OR BUSHES WOULD GROW TO MORE THAN 4' IN HEIGHT SHALL BE PLANTED WITHIN SAID EASEMENT WITHOUT APPROVAL OF THE CITY OF WAUKESHA ENGINEERING DEPARTMENT AND THE WAUKESHA WATER UTILITY.
 - IN THE EVENT THE WATER UTILITY FINDS IT NECESSARY TO DISTURB THE PREMISES IN THE EXERCISE OF ITS DUTIES AND RESPONSIBILITIES (FUTURE REPAIRS IF NECESSARY), THE UTILITY AGREES TO RESTORE THE PREMISES OF THE GRANTEE, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH DISTURBANCE, HOWEVER, NOT INCLUDING THE REPLACEMENT OF PAVEMENT, TREES, SHRUBBERY AND OTHER ITEMS EXISTING ON OR WITHIN THE DESCRIBED EASEMENT.
 - GRADE CHANGES WITHIN THE PERMANENT WATER MAIN EASEMENTS WHICH EXCEED 12"(ONE FOOT) SHALL NOT BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE WAUKESHA WATER UTILITY.

LES PAUL PKWY STH 59

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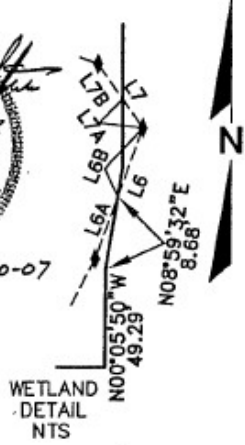
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SHEET 4 OF 9 SHEETS

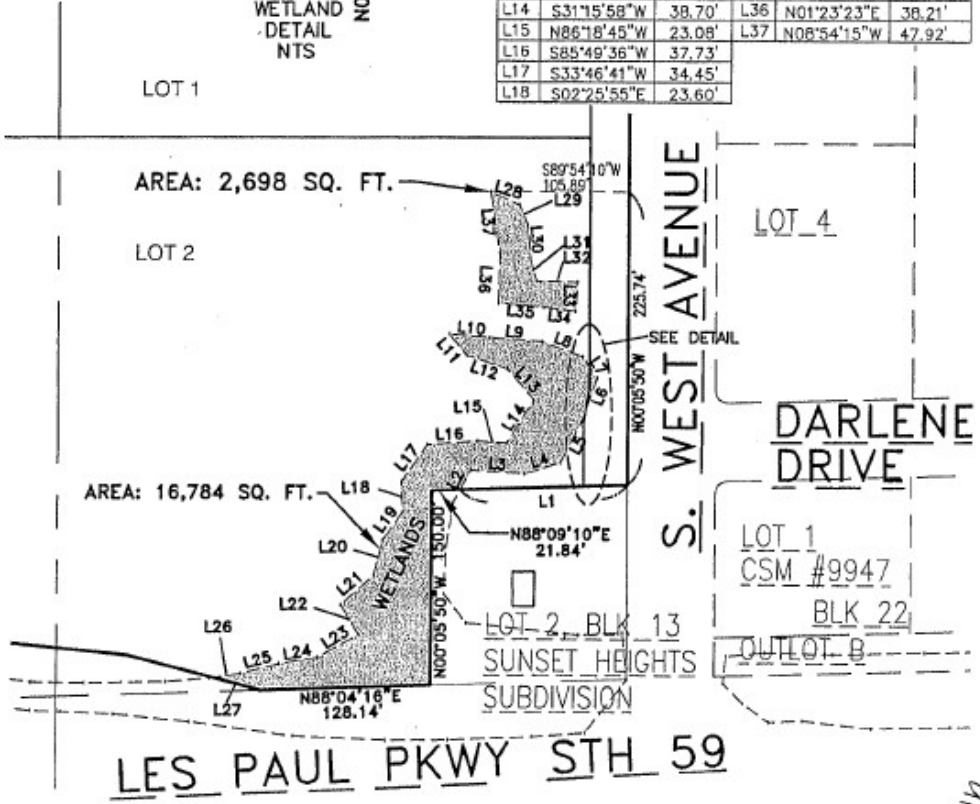
CERTIFIED SURVEY MAP NO. 10488

WETLAND DETAIL SHEET

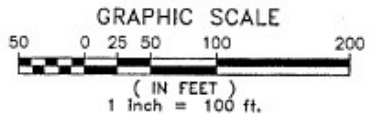
Part of Lot 1, Block 13, in Sunset Heights Subdivision, being a part of the Northeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.



| LINE TABLE FOR WETLANDS | | | | | |
|-------------------------|-------------|---------|------|-------------|--------|
| LINE | BEARING | LENGTH | LINE | BEARING | LENGTH |
| L1 | S88°09'10"W | 128.16' | L19 | S35°03'44"W | 26.21' |
| L2 | N27°19'47"E | 16.91' | L20 | S13°18'43"W | 27.77' |
| L3 | S86°12'11"E | 41.02' | L21 | S47°09'36"W | 33.71' |
| L4 | N72°34'19"E | 29.21' | L22 | S30°29'58"E | 26.93' |
| L5 | N26°48'26"E | 35.11' | L23 | S60°29'06"W | 35.73' |
| L6 | N19°15'52"E | 35.62' | L24 | S80°08'55"W | 29.09' |
| L6A | N19°15'52"E | 9.01' | L25 | S75°03'44"W | 29.64' |
| L6B | N19°15'52"E | 26.61' | L26 | S80°58'31"W | 21.30' |
| L7 | N34°13'13"W | 19.96' | L27 | S75°13'47"E | 36.84' |
| L7A | N34°13'13"W | 11.04' | L28 | S66°49'05"E | 23.89' |
| L7B | N34°13'13"W | 8.92' | L29 | S23°15'35"E | 16.29' |
| L8 | N70°06'33"W | 33.32' | L30 | S04°49'38"E | 27.03' |
| L9 | N85°17'09"W | 39.91' | L31 | S15°16'11"E | 17.67' |
| L10 | N85°00'40"W | 30.89' | L32 | S88°34'44"E | 32.06' |
| L11 | S38°22'07"E | 21.05' | L33 | S03°59'30"W | 22.96' |
| L12 | S71°28'00"E | 33.51' | L34 | N82°32'17"W | 25.04' |
| L13 | S39°50'09"E | 30.72' | L35 | N84°41'25"W | 34.42' |
| L14 | S31°15'58"W | 38.70' | L36 | N01°23'23"E | 38.21' |
| L15 | N86°18'45"W | 23.08' | L37 | N08°54'15"W | 47.92' |
| L16 | S85°49'36"W | 37.73' | | | |
| L17 | S33°46'41"W | 34.45' | | | |
| L18 | S02°25'55"E | 23.60' | | | |



WETLANDS AS FLAGGED BY NATURAL RESOURCE CONSULTING AUGUST 2007

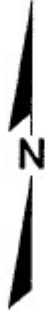


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 SHEET 5 OF 9 SHEETS

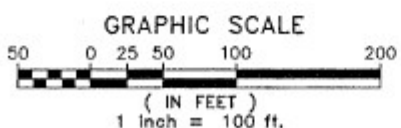
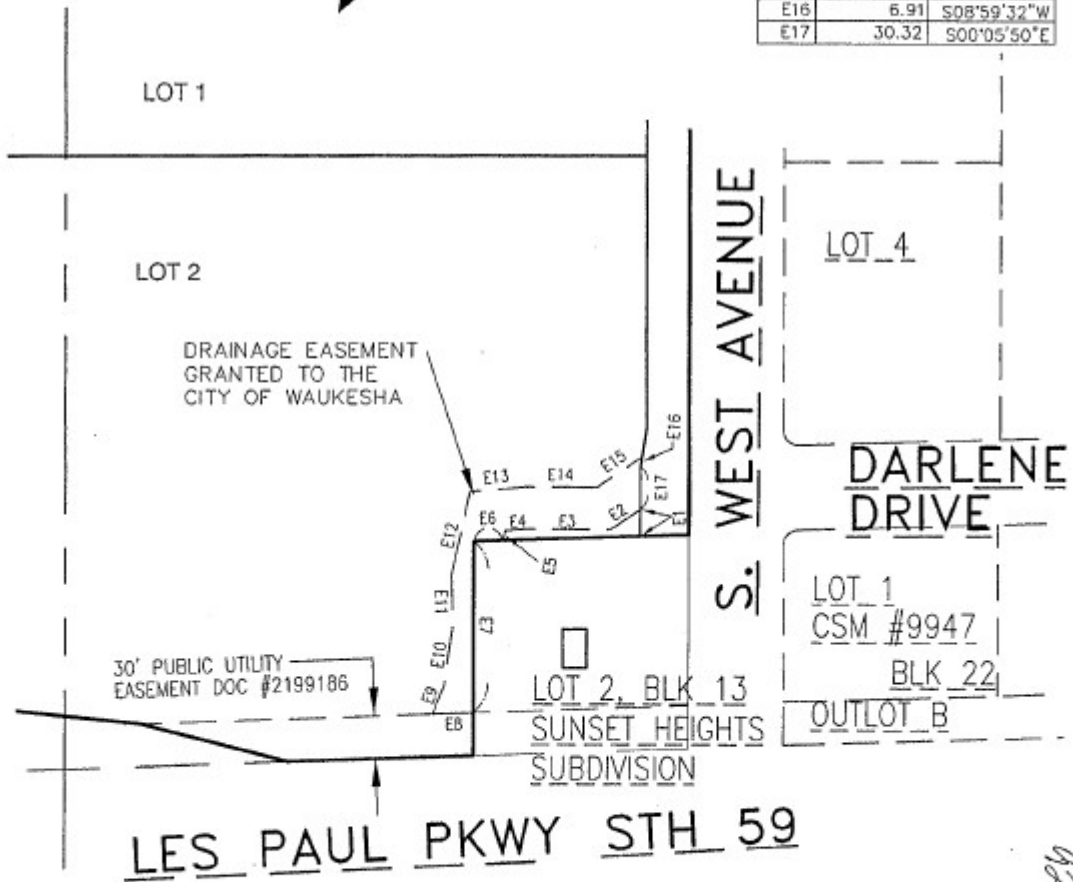
CERTIFIED SURVEY MAP NO. 10488

DRAINAGE EASEMENT DETAIL SHEET

Part of Lot 1, Block 13, in Sunset Heights Subdivision, being a part of the Northeast 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| E1 | 18.97 | N00°05'50"W |
| E2 | 25.60 | S55°24'53"W |
| E3 | 58.07 | N89°31'25"W |
| E4 | 14.87 | S84°43'10"W |
| E5 | 6.78 | S11°56'50"W |
| E6 | 20.55 | S88°09'10"W |
| E7 | 119.98 | S00°05'50"E |
| E8 | 28.17 | S88°04'16"W |
| E9 | 21.53 | N21°18'38"E |
| E10 | 42.33 | N07°44'44"E |
| E11 | 34.67 | N01°38'00"W |
| E12 | 60.72 | N11°56'50"E |
| E13 | 38.49 | N84°43'10"E |
| E14 | 50.10 | S89°31'25"E |
| E15 | 38.06 | N55°24'53"E |
| E16 | 6.91 | S08°59'32"W |
| E17 | 30.32 | S00°05'50"E |



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 SHEET 6 OF 9 SHEETS

Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans on the following page. The practices include one wet detention basin within a safety shelf, grass swales (conveying storm water to the associated pipes) and all associated pipes and other components of these practices. The majority of the noted storm water management practices are located within Outlot 1 of Certified Survey Map No. 10488 and the drainage easements thereto.

Project Identifier: **West Avenue Wal-Mart**
Storm water Practices: **Wet Detention Basin**
Location of Practices: **Lots 1 and 2 and Outlot 1 of Certified Survey Map No. 10488**

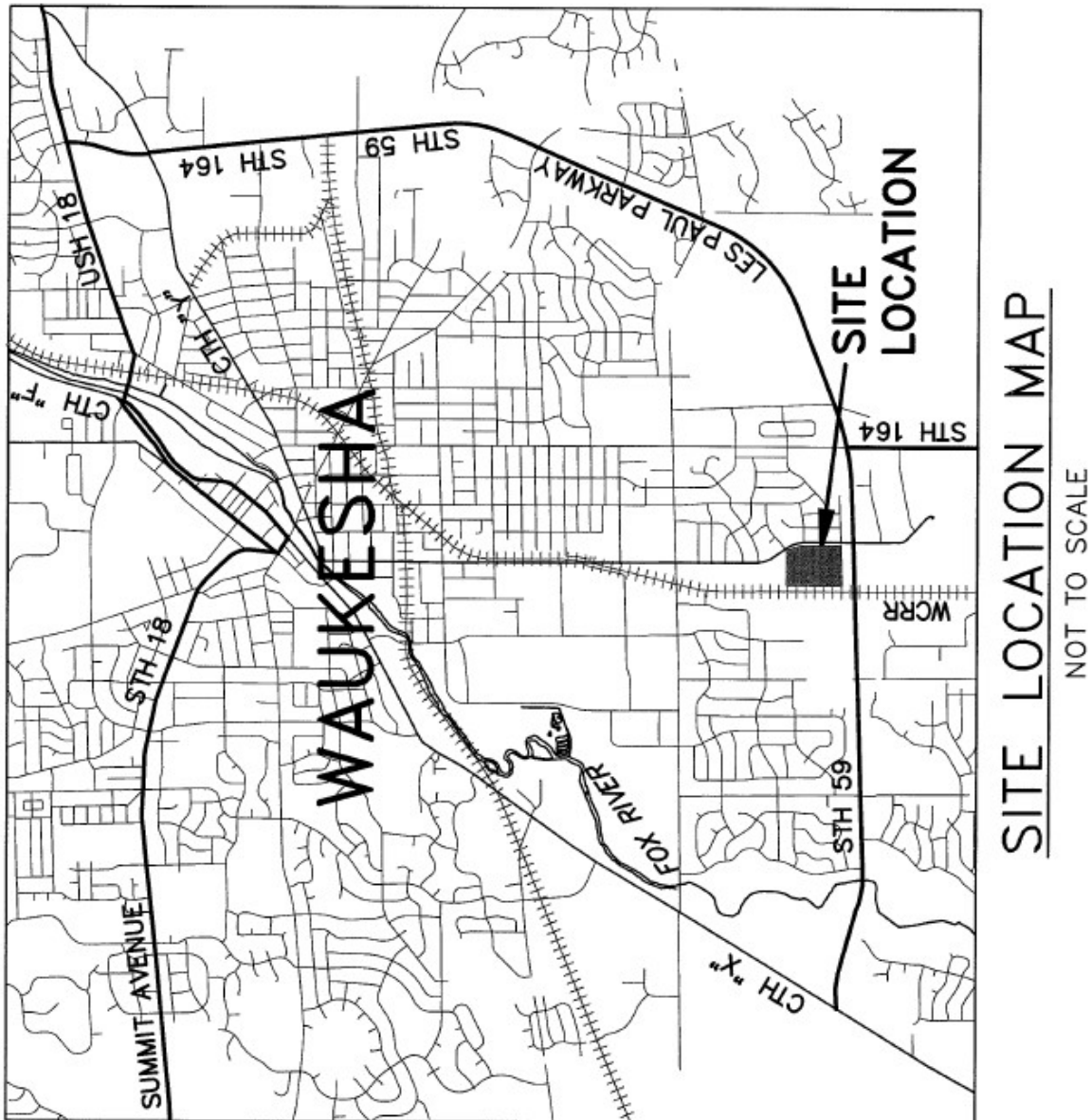


Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown on Exhibit A. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner to enforcement of the provisions listed on page 1 of this Agreement by the City of Waukesha.

System Description:

The wet detention basin (the "Basin") is designed to trap 80% of sediment, on an average annual basis, as compared with no sediment or erosion controls, until the Property is stabilized. The Basin receives runoff from a 31.95 acre drainage area. The Basin has a permanent pool elevation of 35 feet. The Basin was designed to treat the entire impervious area draining to it. The Basin outlet has a 60 inch stand pipe with a crest elevation of 40.50 feet, an 18 inch orifice at elevation 35 feet and an 18 inch orifice at elevation 36.50 feet. The stand pipe drains to a 30 inch culvert pipe with an upstream invert elevation of 35 feet and a downstream invert elevation of 34.35 feet. An emergency spillway at elevation 41 feet was designed into the Basin; however, the Basin outlet structure was designed to handle storm water events up to and including a 100 year storm. The Basin has a 10 foot wide safety shelf with a 10:1 slope beginning at elevation 35 feet. The center elevation of the crest is at 41 feet with a total crest width of approximately 20 feet.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the Basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the Basin and deposited where it cannot drain back into the Basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
8. When sediment in the Basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the Basin. .
9. No grading or filling of the Basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Waukesha.
10. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the Basin may attract nuisance populations of geese to the property and is not necessary or recommended.

11. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Waukesha under the provisions listed on page 1 of this Agreement.
12. The titleholder(s) or their designee must document all inspections as specified above. Documentation shall include as a minimum: (a) Inspectors Name, Address and Telephone Number, (b) Date of Inspections, (c) Condition Report of the Storm Water Management Practice, (d) Corrective Actions to be Taken and Time Frame for Completion, (e) Follow-up Documentation after Completion of the Maintenance Activities. All documentation is to be delivered to the attention of the City Engineer at the City of Waukesha Engineering Department on January 10th and July 10th each year.

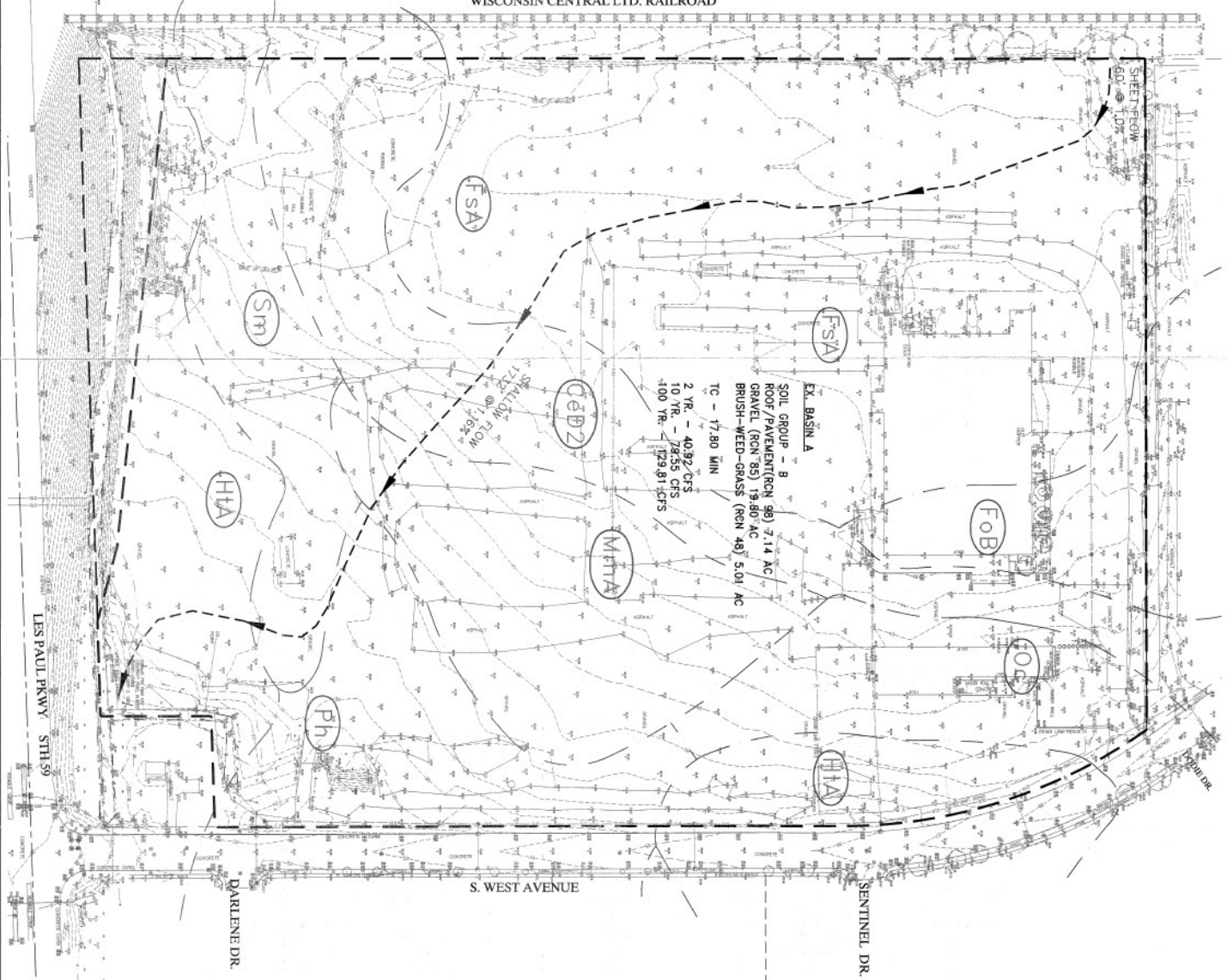
Exhibit D Design Summaries for Drainage Basin

Project Identifier: West Avenue Wal-Mart **Project Size:** 31.95 Acres **No. of Lots:** 2
Watershed (ultimate discharge): Drainage Basin

Watershed Data Summary. The following table summarizes the watershed data used to determine peak flows and runoff volumes required to design the drainage basin.

| Summary Data Elements | Basin A | | Basin B | |
|---------------------------------------|--------------------------------------|---|--------------------------------------|---|
| | Pre-develop | Post-develop | Pre-develop | Post-develop |
| Watershed Areas (in acres) | 23.56 acres | 23.56 acres | 8.39 | 8.39 |
| Land Uses | Concrete pipe manufacturing facility | Pavement/Roof= 14.50 acres Detention Basin=.68 acres Green space=4.24 acres Outlots=4.14 acres | Concrete pipe manufacturing facility | Pavement=1.43 acres Green space=6.96 acres |
| Runoff Curve Numbers | RCN = 82 | RCN = 91 | RCN = 82 | RCN = 67 |
| Conveyance Systems Types | Grass waterway | Storm sewer and outlet pipes | Grass waterway | Storm sewer and outlet pipes |
| Time of Concentration (Tc) | 17.80 mins | .97 hrs. | 17.80 mins | .65 hrs. |
| 2-yr./Event Discharge (cfs) | 40.92 | 9.36 | 40.92 | 9.36 |
| 10-yr./ Event Discharge (cfs) | 79.55 | 18.36 | 79.55 | 18.36 |
| 100-yr./ Event Discharge (cfs) | 129.81 | 24.78 | 129.81 | 24.78 |

WISCONSIN CENTRAL LTD. RAILROAD



**Exhibit F
Surveyor
Verification**



November 15, 2017

Ms. Deborah Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

RE: Walmart Retention Pond

Dear Ms. Tomczyk,

Enclosed are copies of the As-Built Survey of the retention pond at 2000 South West Ave. Waukesha, WI.

The survey data depicted was obtained by using conventional survey methods for the landside topography. The waterside pond bottom and side slope data was obtained by hydrographic survey methods utilizing single beam sonar equipment deployed by boat.

The hydrographic survey was completed by methods to exceed USACE Hydrographic Survey Accuracy Performance Standards. However, it is important to note that the exact break lines in the pond slopes represented by the contours are difficult to locate and depict by hydrographic survey methods to the same accuracy as the landside survey. The result is that the below water pond contours are accurate but somewhat generalized at the slope breaks/changes.

The as-built survey shows the pond outfall/inlet structures are constructed to the elevations of the design plan prepared by R.A. Smith dated November 02, 2007. The pond forebay bottom, separation bridge and pond bottom are generally within 0.5 feet of the design plan elevation. Some siltation and erosion has occurred since construction. By and large the pond is in accordance with the plan elevations at the date of the survey.

Let me know if you have questions regarding the survey data.

Respectfully submitted,

A handwritten signature in black ink that reads "Donald C. Chaput". The signature is written in a cursive style with a large, prominent "D" and "C".

Donald C. Chaput, P.L.S.

211 W. FLORIDA STREET, MILWAUKEE, WI 53201

414-224-8068

Exhibit G
Storm Water Management and Erosion Control Permit Termination

Project Identifier: West Avenue Wal-Mart

Location: 2000 S. West Avenue, Waukesha, Wisconsin

Storm Water Management and Erosion Control Permit Holder's Name:

Storm Water Management & Erosion Control Permit #: _____

Chapter 32 – City of Waukesha Storm Water Management and Erosion Control requires that all newly constructed storm water management practices be maintained by the Storm Water and Erosion Control Permit Holder until permit termination, after which maintenance responsibilities shall be transferred to the responsible party identified on the CSM and referenced in this Maintenance Agreement.

Upon execution below, this exhibit shall serve to certify that the Storm Water Permit Holder has satisfied all requirements of the Storm Water Management and Erosion Control Ordinance and that the City of Waukesha has terminated the Storm Water Management and Erosion Control Permit for the property covered by this Maintenance Agreement.

Dated this ___ day of _____, 201_.

City of Waukesha representative:

(Signature)

(Typed Name and Title)

Acknowledgements

State of Wisconsin
County of Waukesha

Personally came before me this ___ day of _____, 201_, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, Waukesha County, WI
My commission expires: _____