

Agenda
Stormwater Utility Committee Meeting
625 52nd Street, Room 202
Monday, March 7, 2016
5:30 PM

Chairperson Patrick Juliana
Vice Chairperson Scott N. Gordon
Aldersperson Steve Bostrom

Aldersperson Eric Haugaard
Aldersperson Rhonda Jenkins
Aldersperson Jan Michalski

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes of the Meeting Held on February 17, 2016.

1. Development Agreement between the City of Kenosha, the Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC for property generally located South of STH 142 and West of the West Frontage Road. (District 16) (referred to CP, SWU and Board of Water Comm.) **(Backup included in Public Works Committee packet)**
2. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha, Wisconsin and Route 142, LLC. (District 16)
3. Permanent Storm Sewer and Detention Pond Easement and Agreement between Route 142, LLC and the City of Kenosha, Wisconsin. (District 16)

ALDERPERSONS' COMMENTS

End of Meeting

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

STORMWATER UTILITY COMMITTEE
- MINUTES -

WEDNESDAY, FEBRUARY 17, 2016
6:00 PM

Chairperson Patrick Juliana
Vice Chairperson Scott N. Gordon
Aldersperson Steve Bostrom

Aldersperson Eric Haugaard
Aldersperson Rhonda Jenkins
Aldersperson Jan Michalski

The regular meeting of the Stormwater Utility Committee was held on Wednesday, February 17, 2016 in Room 202 of the Municipal Building. The following members were present: Chairperson Patrick Juliana, Vice Chairperson Scott N. Gordon, Alderspersons Eric Haugaard, Rhonda Jenkins, and Jan Michalski. Aldersperson Steve Bostrom was absent. The meeting was called to order at 6:13PM. Staff members in attendance were Cathy Austin, Assistant City Engineer and Aldersperson Jack Rose.

Citizen's Comments: Jack Rose, 4315 68th Place, District 15 Aldersperson, spoke about Project 14-1139 parkway restoration done by A.W. Oakes. He feels they should make it look good for the constituents. Cathy Austin explained parkway restoration standards in the contract. It was moved by Aldersperson Haugarard, seconded by Aldersperson Michalski to open a public hearing. Motion passed 5-0. Aldersperson Rose spoke again. Chairperson Juliana passed the gavel and asked staff to inspect the parkways Aldersperson Rose received complaints on. He asked how much the city owed to the contractor for final payment and asked about withholding payment.

Approval of minutes of the meeting held on January 4, 2016.

It was moved by Aldersperson Juliana, seconded by Aldersperson Haugaard to approve. Motion passed 5-0.

1. Acceptance of Project 14-1139 Forest Park Sanitary & Storm Enhancements (61st St – 46th Ave to 50th Ave & 65th St 48th Ave & 51st Ave) which has been satisfactorily completed by A.W. Oakes & Son, Inc. (Racine, Wisconsin). The final amount of the contract is \$1,893,610.65. (\$1,021,468.15 Stormwater Utilitiy funding and \$872,142.50 Water Utility Funding) (District 15) (also referred to PW)
It was moved by Aldersperson Michalski to approve. It was then moved by Aldeperson Gordon to defer. After some discussion Aldersperson Gordon withdrew his motion. It was then seconded by Aldersperson Haugaard to approve. Motion passed 5-0.
2. Disbursements for the month of December 2015.
It was moved by Aldersperson Michalski seconded by Aldersperson Haugaard to receive and file. Motion passed 5-0.
3. Disbursements for the month of January 2016.
It was moved by Aldersperson Michalski seconded by Aldersperson Haugaard to receive and file. Motion passed 5-0.

ALDERPERSONS' COMMENTS: Aldersperson Michalski spoke about parkway restoration and warrantys in the contract and feels payment should not be held.

End of Meeting: 6:26 PM



CITY PLAN COMMISSION
Staff Report - Item 2
****SPECIAL MEETING****
Monday, March 7, 2016 at 4:30 pm
Municipal Building
625 52nd Street - Room 204 - Kenosha, WI 53140

Development Agreement between the City of Kenosha, the Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC for property generally located South of STH 142 and West of the West Frontage Road. (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by Public Works Committee, Storm Water Committee and the Water Board. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: Generally located South of STH 142 and West of the West Frontage Road

1. The Agreement is a four-party Agreement and relates to the development of the proposed Uline facilities.
2. Bridge Kenosha will be installing all sanitary sewer and water. They will also be required to construct 128th Avenue and reconstruct 38th Street and to make various improvements to STH 142.
3. Route 142, LLC (Uline) is responsible for public street improvements to the West Frontage Road and to 120th Avenue. Both parties will also be making various storm water improvements.

RECOMMENDATION:

A recommendation is made to approve the Development Agreement.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF KENOSHA, THE KENOSHA
WATER UTILITY, BRIDGE KENOSHA, LLC
AND ROUTE 142, LLC

Document Number

Document Title

This space is reserved for recording data

Return to

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-221-25-101-040
08-221-25-101-041
08-221-25-101-102
08-221-25-103-051
08-221-25-103-052
08-221-25-103-053
08-221-25-102-020
08-221-24-403-030
08-221-24-403-201
08-221-24-404-060

Parcel Identification Number

DEVELOPMENT AGREEMENT

Between

**THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation**

And

**THE KENOSHA WATER UTILITY
A Municipal Water Utility**

And

**BRIDGE KENOSHA, LLC
A Wisconsin Limited Liability Company**

And

**ROUTE 142, LLC
A Delaware Limited Liability Company**

This Development Agreement, ("Agreement") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("City"), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes ("Utility"), Bridge Kenosha, LLC, a Wisconsin limited liability company with principal offices located at 350 West Hubbard Street, Suite 430, Chicago, Illinois ("Bridge"), and Route 142, LLC, a Delaware limited liability company with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin, 53158 ("Route 142"), collectively referred to as the Parties.

WITNESSETH:

Whereas, Route 142 is the owner of approximately 224.66 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown on the certified survey map attached as Exhibit B, together with the land comprising 128th Avenue to be dedicated to the public for street purposes, all of which is hereinafter referred to as the "Real Estate"; and,

Whereas, Route 142 desires to develop the Real Estate for industrial purposes; and,

Whereas, the industrial development of the Real Estate by Route 142 requires the design, construction and installation by Bridge of certain utility improvements, certain street improvements to County Trunk Highway N (CTH N), State Trunk Highway 142 (STH 142), and 128th Avenue, certain

stormwater drainage facilities, and other improvements, all of which are more fully described in this Agreement; and,

Whereas, for safety considerations, when completed at its intersection with CTH N, the northwardly-extending and southwardly-extending portions of 128th Avenue must line up without offset; and,

Whereas, the industrial development of the Real Estate by Route 142 requires the design, construction and installation by Route 142 of certain utility improvements, certain street improvements to the West Frontage Road and 120th Avenue, certain stormwater drainage facilities, and other improvements, all of which are more fully described in this Agreement; and,

Whereas, the Parties acknowledge and agree that, except as otherwise provided in this Agreement, certain of the improvements to be made by Bridge and Route 142 pursuant to this Agreement are to be completed, dedicated and accepted by City, Utility, Kenosha County, and the Wisconsin Department of Transportation, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; and,

Whereas, the Real Estate is zoned M-2 Heavy Manufacturing District and AIR-4 Airport Overlay District Overflight at the time of execution of this Agreement which permits the industrial development set forth in this Agreement; and,

Whereas, the Plan Commission of City and the City Public Works Committee have recommended to the Common Council and the Common Council of City has approved a certified survey map attached as Exhibit B for the Real Estate on the condition that Route 142 and Bridge enter into this Agreement relative to the manner and method by which the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, the Plan Commission of City has recommended to the Common Council and the Common Council of City has approved a conditional use permit attached as Exhibit C for the Real Estate on the condition that Route 142 and Bridge enter into this Agreement relative to the manner and method by which the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, Utility is the accepting and approving agency for City with respect to sanitary sewerage facilities and water supply and distribution facilities for the Real Estate, and Utility is willing to approve the provision of sanitary sewerage and water supply to the Real Estate subject to the terms and conditions of this Agreement; and

Whereas, Route 142 and Bridge agree to develop the Real Estate as provided in the certified survey map, the conditional use permit, and this Agreement.

Now, Therefore, in consideration of the mutual promises and undertakings of the Parties, including the approval by City of a certified survey map and conditional use permit for the Real Estate and the provision by Utility of sanitary sewerage and water supply, the Parties agree that the Real Estate will be developed as provided in the certified survey map, the conditional use permit, and this Agreement.

I. IMPROVEMENTS BY BRIDGE

A. Sanitary Sewerage Facilities

1. Bridge, at Bridge's cost and expense, shall design, construct and install sanitary sewerage facilities providing sanitary sewer service to the Real Estate, including the mains and appurtenances which abut land for any public purpose, (the Bridge Sanitary Sewerage Facilities), in accordance with Utility specifications, the conditional use permit, the certified survey map, the Bridge and Route 142 Sanitary Sewer Plans approved by Utility General Manager, all applicable Wisconsin Department of Natural Resources (WDNR) requirements, all applicable United States Army Corp of Engineers (USACE) requirements, all applicable Federal and State environmental law, rules, and regulations, and this Agreement, collectively referred to as the Bridge Sanitary Sewerage Requirements. Bridge, at Bridge's cost and expense, shall obtain approval of the plans and specifications for the Bridge Sanitary Sewerage Facilities from Utility General Manager and the WDNR prior to construction or installation of the Bridge Sanitary Sewerage Facilities. Bridge shall provide copies of all WDNR approvals to Utility upon receipt.
2. Route 142 shall grant to Utility a Sanitary Sewer Easement for the Bridge Sanitary Sewerage Facilities located within the Real Estate. The Sanitary Sewer Easement shall be subject to approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager. The Sanitary Sewer Easement shall be recorded with the Kenosha County Register of Deeds at Route 142's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Sanitary Sewer Easement shall also be shown on the certified survey map for the Real Estate.
3. Bridge, at Bridge's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Bridge Sanitary Sewerage Facilities, prior to the construction and installation of the Bridge Sanitary Sewerage Facilities. City and Utility shall cooperate with Bridge in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Bridge Sanitary Sewerage Facilities.
4. Subject to Bridge's compliance with the Bridge Sanitary Sewerage Requirements, Utility shall allow Bridge to extend and connect the Bridge Sanitary Sewerage Facilities to the sanitary sewerage facilities of Utility at Bridge's cost and expense, including payment by Bridge of all fees and charges required to be paid pursuant to any applicable federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement for the Bridge Sanitary Sewerage Facilities.
5. Bridge, at Bridge's cost and expense, shall complete the construction and installation of the fully functional Bridge Sanitary Sewerage Facilities without defect, damage or non-conformance with the Bridge Sanitary Sewerage Requirements.

6. Bridge, at Bridge's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the Bridge Sanitary Sewerage Facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill in accordance with Utility specifications.
7. Bridge, at Bridge's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Bridge Sanitary Sewerage Facilities. Bridge, at Bridge's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the Bridge Sanitary Sewerage Facilities were designed, constructed, installed, completed, and function as intended in accordance with the Bridge Sanitary Sewerage Requirements. The "as-built" plans shall be provided to Utility in print and digital form acceptable to Utility General Manager. Bridge shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.
8. Utility shall accept the Bridge Sanitary Sewerage Facilities required to be designed, constructed and installed by Bridge in accordance with the Bridge Sanitary Sewerage Requirements which are located in the public rights-of-way or in any easement located within the Real Estate upon the following:
 - a. completion of the Bridge Sanitary Sewerage Facilities in accordance with the Bridge Sanitary Sewerage Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Bridge Sanitary Sewerage Facilities without defect, damage or nonconformance with the Bridge Sanitary Sewerage Requirements.
 - c. receipt by Utility of copies of the results of all tests and inspections of the Bridge Sanitary Sewerage Facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill in accordance with Utility specifications as required pursuant to Section I.A.6. of this Agreement.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the Bridge Sanitary Sewerage Facilities as required pursuant to Section I.A.7. of this Agreement.
 - e. payment of all fees and charges required to be paid by Bridge for the Bridge Sanitary Sewerage Facilities pursuant to the Code of General Ordinances and this Agreement.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.

g. receipt of Bridge's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.

h. certification of items a - g above by Utility General Manager.

i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the Bridge Sanitary Sewerage Facilities.

9. Bridge, at Bridge's cost and expense, shall be responsible for the maintenance and operation of the Bridge Sanitary Sewerage Facilities, including locate requests, unless and until the Bridge Sanitary Sewerage Facilities are accepted by Utility. Upon acceptance of the Bridge Sanitary Sewerage Facilities, Utility shall have full jurisdiction and ownership of the Bridge Sanitary Sewerage Facilities located in the public rights-of-way or in any easement located within the Real Estate and be responsible for their maintenance and operation subject to the guarantee of Bridge provided in this Agreement.
10. The Bridge Sanitary Sewerage Facilities shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

B. Water Supply and Distribution Facilities

1. Bridge, at Bridge's cost and expense, shall design, construct, and install, water supply and distribution facilities providing water service to the Real Estate, including the mains and appurtenances which abut land for any public purpose, (the Bridge Water Supply and Distribution Facilities), in accordance with Utility specifications, the conditional use permit, the certified survey map, the Bridge and Route 142 Water Main Plans approved by Utility General Manager, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the Bridge Water Supply and Distribution Requirements. Bridge, at Bridge's cost and expense, shall obtain approval of the plans and specifications for the Bridge Water Supply and Distribution Facilities from Utility General Manager and the WDNR prior to construction or installation of the Bridge Water Supply and Distribution Facilities. Bridge shall provide copies of all WDNR approvals to Utility upon receipt.
2. Route 142 shall grant to Utility a Water Main Easement for the Bridge Water Supply and Distribution Facilities located within the Real Estate. The Water Main Easement shall be subject to approval by Utility Board of Water Commissioners upon recommendation of Utility General Manger. The Water Main Easement shall be recorded with the Kenosha County Register of Deeds at Route 142's expense and shall be binding upon all current and

subsequent owners of the Real Estate. The Water Main Easement shall also be shown on the certified survey map for the Real Estate.

3. Bridge, at Bridge's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Bridge Water Supply and Distribution Facilities prior to construction and installation of the Bridge Water Supply and Distribution Facilities. City and Utility shall cooperate with Bridge in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Bridge Water Supply and Distribution Facilities.
4. Subject to Bridge's compliance with the Bridge Water Supply and Distribution Requirements, Utility shall allow Bridge to extend and connect the Bridge Water Supply and Distribution Facilities to the water supply and distribution facilities of Utility at Bridge's cost and expense, including payment by Bridge of all fees and charges required to be paid pursuant to any applicable federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement for the Bridge Water Supply and Distribution Facilities.
5. Bridge, at Bridge's cost and expense, shall complete the construction and installation of the fully functional Bridge Water Supply and Distribution Facilities without defect, damage or non-conformance with the Bridge Water Supply and Distribution Requirements.
6. Bridge, at Bridge's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the Bridge Water Supply and Distribution Facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply facilities trench backfill in accordance with Utility specifications.
7. Bridge, at Bridge's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Bridge Water Supply and Distribution Facilities. Bridge, at Bridge's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the Bridge Water Supply and Distribution Facilities were designed, constructed, installed, completed, and function as intended in accordance with the Bridge Water Supply and Distribution Requirements. The "as-built" plans shall be provided to Utility in print and digital form acceptable to Utility General Manager. Bridge shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.
8. Utility shall accept the Bridge Water Supply and Distribution Facilities required to be designed, constructed and installed by Bridge in accordance with the Bridge Water Supply and Distribution Requirements which are located in the public rights-of-way or in any easement located within the Real Estate upon the following:

- a. completion of the Bridge Water Supply and Distribution Facilities in accordance with the Bridge Water Supply and Distribution Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Bridge Water Supply and Distribution Facilities without defect, damage or nonconformance with the Bridge Water Supply and Distribution Requirements.
 - c. receipt by Utility of copies of the results of all tests and inspections of the Bridge Water Supply and Distribution Facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply and distribution facilities trench backfill in accordance with Utility specifications as required pursuant to Section I.B.6. of this Agreement.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the Bridge Water Supply and Distribution Facilities as required pursuant to Section I.B.7. of this Agreement.
 - e. payment of all fees and charges required to be paid by Bridge for the Bridge Water Supply and Distribution Facilities pursuant to the Code of General Ordinances and this Agreement.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - g. receipt of Bridge's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.
 - h. certification of items a - g above by Utility General Manager.
 - i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the Bridge Water Supply and Distribution Facilities.
9. Bridge, at Bridge's cost and expense, shall be responsible for the maintenance and operation of the Bridge Water Supply and Distribution Facilities, including locate requests, unless and until the Bridge Water Supply and Distribution Facilities are accepted by Utility. Upon acceptance of the Bridge Water Supply and Distribution Facilities, Utility shall have full jurisdiction and ownership of the Bridge Water Supply and Distribution Facilities located in the public rights-of-way or in any easement located within the Real Estate and be responsible for their maintenance and operation subject to the guarantee of Bridge provided in this Agreement.
10. The Bridge Water Supply and Distribution Facilities shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it

is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

C. Stormwater Drainage Facilities

1. Bridge, at Bridge's cost and expense, shall design, construct and install the Bridge stormwater drainage facilities located within the Real Estate and the public rights-of-way, including storm and surface water drainage facilities, (the Bridge Stormwater Drainage Facilities), in accordance with City, Kenosha County, and Wisconsin Department of Transportation (WDOT) specifications, the conditional use permit, the certified survey map, the Bridge and Route 142 Stormwater Management Plans approved by City Engineer, the Bridge and Route 142 Storm Sewer Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules and regulations, and this Agreement, collectively referred to as the Bridge Stormwater Drainage Requirements.
2. Bridge, at Bridge's cost and expense, shall apply for and obtain a Post Construction Runoff Permit from City and shall submit to City any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted by Bridge until the Post-Construction Runoff Permit is issued to Bridge by City. All land disturbing construction activities and the design, construction, installation and maintenance of the Bridge and Route 142 Stormwater Drainage Facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the Bridge Stormwater Drainage Requirements, the Route 142 Stormwater Drainage Requirements, the approved Route 142 Stormwater Drainage Facilities Maintenance Agreement, and the Post-Construction Runoff Permits issued to Bridge and Route 142.
3. Bridge, at Bridge's cost and expense, shall prepare all plans, specifications, and calculations for all Bridge Stormwater Drainage Facilities and submit them to City Engineer for written approval which must be obtained prior to construction of the Bridge or Route 142 Stormwater Drainage Facilities. The Bridge and Route 142 Stormwater Drainage Facilities shall comply with the performance standards set forth in Section 36.07 of the Code of General Ordinances for the City of Kenosha and the Bridge and Route 142 Stormwater Drainage Requirements.
4. Bridge, at Bridge's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Bridge Stormwater Drainage Facilities prior to the construction and installation of the Bridge Stormwater Drainage Facilities. City shall cooperate with Bridge in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Bridge Stormwater Drainage Facilities.

5. Title to all Bridge Stormwater Drainage Facilities, including retention/detention basins and outlet structures, located within the Real Estate or any easements located within the Real Estate as shown on the certified survey map, the approved Bridge and Route 142 Stormwater Management Plans, and the approved Bridge and Route 142 Storm Sewer Plans, shall be retained by Route 142 or conveyed by Route 142 to an owners' association approved by City. Route 142, or the owners' association as the case may be, shall be responsible for the inspection, maintenance and operation of all Bridge Stormwater Drainage Facilities located within the Real Estate or in any easement located within the Real Estate as shown on the certified survey map, the approved Bridge and Route 142 Stormwater Management Plans, and the approved Bridge and Route 142 Storm Sewer Plans, and shall enter into a Stormwater Drainage Facilities Maintenance Agreement with City in accordance with Section 36.10 of the Code of General Ordinances to provide for their inspection, maintenance and operation. The Stormwater Drainage Facilities Maintenance Agreement shall be subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds at Route 142's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Maintenance Agreement shall include among its provisions the following:

a. identification of the Bridge and Route 142 Stormwater Drainage Facilities and designation of the drainage area served by the Bridge and Route 142 Stormwater Drainage Facilities.

b. a schedule for the regular inspection, maintenance, repair, replacement, and operation of the Bridge and Route 142 Stormwater Drainage Facilities consistent with the Bridge and Route 142 Stormwater Management Plans.

c. identification of the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the Bridge and Route 142 Stormwater Drainage Facilities.

d. requirement that the landowner, or owners' association inspect, maintain, repair, replace, and operate the Bridge and Route 142 Stormwater Drainage Facilities in accordance with the schedule included in subparagraph b. above.

e. authorization for City to access the Real Estate to conduct inspections of the Bridge and Route 142 Stormwater Drainage Facilities as necessary to determine whether they are being maintained, repaired, replaced, and operated in accordance with the Stormwater Drainage Facilities Maintenance Agreement.

f. requirement that City maintain public records of the results of the inspections of the Bridge and Route 142 Stormwater Drainage Facilities, to inform the landowner or the owners' association of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater drainage facilities into proper working condition.

g. agreement that the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the Bridge and Route 142 Stormwater Drainage Facilities be notified by City of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by City.

h. authorization for City to perform or have performed on City's behalf, inspection, maintenance, repairs, or replacements of the Bridge and Route 142 Stormwater Drainage Facilities upon the failure of the landowner or owners' association to do so as directed by City and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against the Real Estate for the charges incurred by City in performing or having performed on City's behalf the inspection, maintenance, repairs or replacement to the stormwater drainage facilities which are the subject of the Stormwater Drainage Facilities Maintenance Agreement.

6. Route 142 shall grant to City a Stormwater Drainage Facilities Easement to the Bridge Stormwater Drainage Facilities located within the Real Estate authorizing City to inspect, maintain, repair, or replace the Bridge Stormwater Drainage Facilities in accordance with the Stormwater Drainage Facilities Maintenance Agreement. The Stormwater Drainage Facilities Easement shall be subject to approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Easement shall be recorded with the Kenosha County Register of Deeds at Route 142's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Easement shall also be shown on the certified survey map of the Real Estate.
7. Bridge, at Bridge's cost and expense, shall complete the construction and installation of the fully functional Bridge Stormwater Drainage Facilities without defect, damage or non-conformance with the Bridge Stormwater Drainage Requirements.
8. Bridge, at Bridge's cost and expense, shall provide City with copies of the results of all tests and inspections of the Bridge Stormwater Drainage Facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill in accordance with City specifications.
9. Bridge, at Bridge's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Bridge Stormwater Drainage Facilities, including retention/detention basins and outlet structures. Bridge, at Bridge's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Bridge Stormwater Drainage Facilities, including retention/detention basins and outlet structures, were designed, constructed, installed, completed, and function as intended in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the Bridge Stormwater Drainage Requirements, the approved Stormwater Drainage Facilities Maintenance Agreement, and the Post-Construction Runoff Permits issued to Bridge and Route 142. The

"as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Bridge shall obtain approval of the "as-built" plans from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.

10. Except as otherwise provided in Section I.C.11. of this Agreement, City shall accept the Bridge Stormwater Drainage Facilities required to be designed, constructed, and installed by Bridge in accordance with the Bridge Stormwater Drainage Requirements which are located in City public rights-of-way upon the following:
 - a. completion of the Bridge and Route 142 Stormwater Drainage Facilities in accordance with the Bridge and Route 142 Stormwater Drainage Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Bridge and Route 142 Stormwater Drainage Facilities without defect, damage or nonconformance with the Bridge and Route 142 Stormwater Drainage Requirements.
 - c. receipt by City of copies of the results of all tests and inspections of the Bridge and Route 142 Stormwater Drainage Facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill in accordance with City specifications as required pursuant to Section I.C.8. and Section II.A.8. of this Agreement.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the Bridge and Route 142 Stormwater Drainage Facilities, including retention/detention basins and outlet structures, required pursuant to Section I.C.9. and Section II.A.9 of this Agreement.
 - e. receipt by City of the Route 142 Stormwater Drainage Facilities Maintenance Agreement for the inspection, maintenance and operation of the Bridge and Route 142 Stormwater Drainage Facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.
 - f. receipt by City of the Route 142 Stormwater Drainage Facilities Easement for the Bridge and Route 142 Stormwater Drainage Facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.
 - g. payment of all fees and charges required to be paid by Bridge and Route 142, as the case may be, for the Bridge and Route 142 Stormwater Drainage Facilities pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
 - h. receipt of final lien waivers from all contractors, subcontractors, and suppliers.

i. receipt of Bridge's and Route 142's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way.

j. certification of items a - i above by City Engineer.

k. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee of the Bridge and Route 142 Stormwater Drainage Facilities.

11. Bridge, at Bridge's cost and expense, shall be responsible for the inspection, maintenance and operation of the Bridge Stormwater Drainage Facilities located within City public rights-of-way unless and until the Bridge and Route 142 Stormwater Drainage Facilities located within the City public rights-of-way are accepted by City. City shall not accept the stormwater drainage facilities located within the City public right-of-way of 128th Avenue until 128th Avenue from CTH N to STH 142 is completed, dedicated, and accepted by City pursuant to the conditional use permit and this Agreement. Upon acceptance of the Bridge and Route 142 Stormwater Drainage Facilities located within the City public rights-of-way, City shall have full jurisdiction and ownership of the Bridge Stormwater Drainage Facilities located within the City public rights-of-way and be responsible for their maintenance and operation, subject to the guarantee of Bridge and Route 142 provided in this Agreement.
12. Bridge and Route 142 shall jointly and severally indemnify, defend and hold harmless City, the Utility, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees (the "Damages"), which any of them may hereafter sustain, incur or be required to pay arising out of, or in any way related to, the design, construction and installation of the Bridge and Route 142 Stormwater Drainage Facilities required by the conditional use permit and this Agreement which causes storm and surface water to flow in full or part upon any public or private property other than as designed and approved by the City (a "Triggering Event"). Upon the filing with City or Utility of a claim for Damages arising out of a Triggering Event, the City or Utility shall notify Bridge and Route 142 of such claim, and in the event that Bridge and Route 142 do not settle or otherwise comprise such claim, Bridge and Route 142 shall undertake the legal defense of such claim on behalf of Bridge, Route 142 and City and/or Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and/or Utility's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City and/or Utility or any of their officers, employees or agents for any cause for which Bridge and Route 142 are liable herewith shall be conclusive against Bridge and Route 142 as to liability and the amount of damages. Any Damages sustained, incurred or paid by City and/or Utility, their officers, employees or agents arising out of a Triggering Event, shall be reimbursed through Bridge's and Route 142's assurances required pursuant to this Agreement or through such other means as the City and/or Utility, in their sole discretion, deem appropriate. This paragraph shall survive installation of the Bridge and Route 142 Stormwater Drainage Facilities to effectuate its purpose. Bridge shall further indemnify, defend, and hold harmless Route 142 for any

Damages arising out of a Triggering Event related to the design, construction or installation of the Bridge Stormwater Drainage Facilities to the same extent as it is required to do so for City and/or Utility or any of their officers, employees, or agents.

13. The Bridge and Route 142 Stormwater Drainage Facilities shall be installed and functional, and the Bridge and Route 142 Stormwater Drainage Facilities located within the public rights-of-way shall be accepted by City, Kenosha County and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

D. Streets, Curbs, and Gutters

1. Bridge, at Bridge's cost and expense, shall design, construct, and install all street improvements and curbs and gutters on CTH N, 128th Avenue from CTH N to STH 142, and STH 142, (the Bridge Streets, Curbs and Gutters), in accordance with City, Kenosha County, and WDOT specifications, the conditional use permit, the certified survey map, the Bridge and Route 142 Street Plans approved by City Engineer, the letter from WDOT dated December 1, 2015, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the Bridge Streets, Curbs and Gutters Requirements. Bridge, at Bridge's cost and expense, shall obtain approval of the plans and specifications for the Bridge Streets, Curbs and Gutters from City Engineer, Kenosha County, and WDOT. Bridge, at Bridge's cost and expense shall obtain all required permits and approvals for the design, construction, and installation of all Bridge Streets, Curbs and Gutters from City Engineer, Kenosha County, WDOT, the WDNR, and the USACE prior to construction or installation of the Bridge Streets, Curbs and Gutters.
2. Bridge, at Bridge's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Bridge Streets, Curbs and Gutters prior to construction and installation of the Bridge Streets, Curbs and Gutters. City shall cooperate with Bridge in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Bridge Streets, Curbs and Gutters.
3. Bridge, at Bridge's cost and expense, shall grade all Bridge Streets, Curbs and Gutters to approved subgrade prior to the installation of any utilities located within the public rights-of-way. Bridge, at Bridge's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Bridge Streets, Curbs and Gutters subgrades. Bridge, at Bridge's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Bridge Streets, Curbs and Gutters subgrades were designed, constructed,

installed, completed and function as intended in accordance with the Bridge Streets, Curbs and Gutters Requirements. The "as-built" subgrade plans shall be provided to City in print and digital form acceptable to City Engineer. Bridge shall obtain approval of the "as-built" subgrade plans from City Engineer, Kenosha County, and WDOT prior to the installation of any utilities located within the public rights-of-way.

4. Bridge shall not perform any street paving or install any curbs and gutters after November 15th of any calendar year without the express written approval of City Engineer. No street paving or curb and gutter installation will be permitted after December 1st of any calendar year. Street paving and installation of curb and gutter may commence after April 1st of any calendar year with the approval of City Engineer. Bridge shall not perform any street paving or install any curb and gutter within Kenosha County or State of Wisconsin public rights-of-way during any portion of the calendar year prohibited by Kenosha County or the State of Wisconsin.
5. Bridge, at Bridge's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Bridge Streets, Curbs and Gutters. Bridge, at Bridge's cost and expense, shall provide City with written certification by a professional engineer, registered in the State of Wisconsin, that the Bridge Streets, Curbs and Gutters were designed, constructed, installed, completed, and function as intended in accordance with the Bridge Streets, Curbs and Gutters Requirements. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Bridge shall obtain approval of the "as-built" plans from City Engineer, Kenosha County, and WDOT prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.
6. Except as otherwise provided in Section I.D.7. of this Agreement, City shall accept the Bridge Streets, Curbs and Gutters required to be designed, constructed, and installed by Bridge in accordance with the Bridge Streets, Curbs and Gutters Requirements which are located in City public rights-of-way upon the following:
 - a. completion of the Bridge Streets, Curbs and Gutters in accordance with the Bridge Streets, Curbs and Gutters Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Bridge Streets, Curbs and Gutters without defect, damage or nonconformance with the Bridge Streets, Curbs and Gutters Requirements.
 - c. receipt by City of copies of the results of all tests and inspections of the Bridge Streets, Curbs and Gutters, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper completion of street, curb and gutter trench backfill in accordance with City specifications.

d. approval by City Engineer of the stamped and certified "as-built" plans of the Bridge Streets, Curbs and Gutters, required pursuant to Section I.D.3. and Section I.D.5. of this Agreement.

e. payment of all fees and charges required to be paid by Bridge for the Bridge Streets, Curbs and Gutters pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.

f. receipt of final lien waivers from all contractors, subcontractors, and suppliers.

g. receipt of Bridge's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within City public rights-of-way.

h. certification of items a - g above by City Engineer.

i. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Bridge Streets, Curbs and Gutters, and rights-of-way.

7. Bridge, at Bridge's cost and expense, shall be responsible for the maintenance of the Bridge Streets, Curbs and Gutters located within City public rights-of-way in accordance with City specifications, including snow plowing, unless and until the Bridge Streets, Curbs and Gutters are accepted by City. City shall not accept the street improvements and curbs and gutters located within the City public right-of-way of 128th Avenue until 128th Avenue from CTH N to STH 142 is completed, dedicated, and accepted by City pursuant to the conditional use permit and this Agreement. Upon acceptance of the Bridge Streets, Curbs and Gutters located within City public rights-of-way, City shall have full jurisdiction and ownership of the Bridge Streets, Curbs and Gutters, and shall be responsible for their maintenance subject to the guarantee of Bridge provided in this Agreement.

8. The Bridge Streets, Curbs and Gutters shall be completed, dedicated, and accepted by City, Kenosha County, and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

E. Other Utilities and Utility Easements

Bridge and Route 142, at Bridge's and Route 142's cost and expense for their respective improvements, shall locate and install all other utilities throughout the Real Estate in accordance with utility specifications, the conditional use permit, the certified survey map, the plans approved by City Engineer, all applicable WDNR requirements, all applicable

USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. Bridge and Route 142, at Bridge's and Route 142's cost and expense for their respective improvements, shall obtain approval of the plans and specifications for the location and installation of the utilities from City Engineer and Utility General Manager.

F. Erosion Control

1. Bridge, at Bridge's cost and expense, shall prepare and submit to City an Erosion and Sediment Control Plan for the improvements required to be made by Bridge pursuant to this Agreement in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. Bridge, at Bridge's cost and expense, shall apply for and obtain an Erosion Control Permit from City for the improvements required to be made by Bridge pursuant to this Agreement and shall submit to City the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. Bridge, at Bridge's cost and expense, shall apply for and obtain all WDNR and USACE permits and approvals in any way related to Bridge land disturbing activities or Bridge land disturbing construction activities within any wetlands located within the Real Estate or any public rights-of-way. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted by Bridge until the Bridge Erosion and Sediment Control Plan is approved by City, the Bridge cash assurance is paid to City, all permits and approvals in any way related to Bridge land disturbing activities or Bridge land disturbing construction activities within any wetlands within the Real Estate or any public rights-of-way are issued by WDNR and USACE, and the Bridge Erosion Control Permit is issued by City. All land disturbing construction activities undertaken by Bridge shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Bridge Erosion and Sediment Control Plan, the Bridge Erosion Control Permit, all permits required by any governmental unit or regulatory agency, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The Bridge Erosion and Sediment Control Plan shall include the location and duration of Bridge topsoil stockpiles. Bridge, at Bridge's cost and expense, shall remove all Bridge topsoil stockpiles in accordance with Chapter XXXIII of the Code of General Ordinances, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules and regulations prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.
2. Bridge, at Bridge's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to erosion and sediment control for the improvements required to be made by Bridge pursuant to this Agreement prior to commencement by Bridge of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

G. Grading

1. Bridge, at Bridge's cost and expense, shall grade the Real Estate for the improvements required to be made by Bridge pursuant to this Agreement in accordance with City,

Kenosha County and WDOT specifications, the conditional use permit, the certified survey map, the Bridge and Route 142 Grading Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules and regulations. Approval of the Bridge and Route 142 Grading Plans shall be obtained from City Engineer prior to commencement by Bridge or Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

2. Bridge, at Bridge's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to the grading for the improvements required to be made by Bridge pursuant to this Agreement prior to commencement by Bridge of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.
3. Bridge, at Bridge's cost and expense, shall provide City with "as-built" grading plans for the improvements required to be made by Bridge pursuant to this Agreement, stamped by a professional engineer registered in the State of Wisconsin. Bridge, at Bridge's cost and expense, shall provide City, with written certification by a professional engineer registered in the State of Wisconsin that the Bridge grading was designed, constructed, installed, completed, and functions as intended in accordance with the approved Bridge and Route 142 Grading Plans, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The Bridge "as-built" grading plans shall be provided to City in print and digital form acceptable to City Engineer. Bridge shall obtain approval of the Bridge "as-built" grading plans from City Engineer, Kenosha County and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

H. LED Street Lighting

1. Bridge, at Bridge's cost and expense, shall design and install a complete system of LED street lighting on CTH N, 128th Avenue from CTH N to STH 142, and STH 142 (the Bridge Street Lighting), in accordance with City, Kenosha County and WDOT specifications, the conditional use permit, the certified survey map, the Bridge and Route 142 Lighting Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the Bridge Street Lighting Requirements. Bridge, at Bridge's cost and expense, shall provide City with all shop drawings and cut sheets for the Bridge Street Lighting and shall obtain approval of the Bridge Street Lighting from City Engineer, Kenosha County and WDOT prior to

construction and installation of the Bridge Street Lighting.

2. Bridge, at Bridge's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Bridge Street Lighting prior to construction and installation of the Bridge Street Lighting.
3. Bridge, at Bridge's cost and expense, shall provide City with "as-built" plans of the Bridge Street Lighting, including street light conduits and pull boxes, stamped by a professional engineer registered in the State of Wisconsin. Bridge, at Bridge's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Bridge Street Lighting, including street light conduits and pull boxes, were designed, constructed, installed, completed, and function as intended in accordance with the Bridge Street Lighting Requirements. The "as-built" plans of the Bridge Street Lighting shall be provided to City in print and digital form acceptable to City Engineer. Bridge shall obtain approval of the "as-built" plans of the Bridge Street Lighting from City Engineer, Kenosha County and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.
4. The Bridge Street Lighting in the public rights-of-way shall be completed and presented to City, Kenosha County and WDOT for acceptance prior to, or concurrent with, Bridge presenting the Bridge Streets, Curbs and Gutters to the City, Kenosha County, and WDOT for acceptance.
5. Except as otherwise provided in Section I.H.6. of this Agreement, City shall accept the Bridge Street Lighting required to be designed and installed by Bridge in accordance with the Bridge Street Lighting Requirements located in City public rights-of-way upon the following:
 - a. completion of the Bridge Street Lighting in accordance with the Bridge Street Lighting Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Bridge Street Lighting without defect, damage or nonconformance with the Bridge Street Lighting Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the Bridge Street Lighting, including street light conduits and pull boxes, as required pursuant to Section I.H.3. of this Agreement.
 - e. receipt of Bridge's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.

f. certification of items a - e above by City Engineer.

g. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Bridge Street Lighting .

6. Bridge, at Bridge's cost and expense, shall be responsible for the maintenance and operation of the Bridge Street Lighting located within the public rights-of-way unless and until the Bridge Street Lighting located within the public rights-of-way is accepted by City, Kenosha County and WDOT, as the case may be. City shall not accept the Bridge Street Lighting located within the public right-of-way of 128th Avenue until 128th Avenue from CTH N to STH 142 is completed, dedicated, and accepted by City pursuant to the conditional use permit and this Agreement. Upon acceptance of the Bridge Street Lighting, City shall have full jurisdiction and ownership of the Bridge Street Lighting located in the City public rights-of-way and be responsible for its maintenance and cost of operation subject to the guarantee of Bridge provided in this Agreement.
7. The Bridge Street Lighting shall be completed and accepted by City, Kenosha County and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

I. Landscaping

1. Bridge, at Bridge's cost and expense, shall design and install landscaping throughout the public rights-of-way on CTH N, 128th Avenue from CTH N to STH 142, and STH 142, (the Bridge Landscaping) in accordance with City, Kenosha County and WDOT specifications, the conditional use permit, the certified survey map, the Bridge and Route 142 Landscaping Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the Bridge Landscaping Requirements. Bridge, at Bridge's cost and expense, shall obtain approval of the Bridge Landscaping Plan from City Engineer, Kenosha County and WDOT prior to installation of the Bridge Landscaping.
2. Bridge, at Bridge's cost and expense, shall protect existing trees within the public rights-of-way on CTH N and 128th Avenue in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from City.

3. Bridge, at Bridge's cost and expense, shall remove and lawfully dispose of all rubbish, dead trees, branches, brush, tree trunks, shrubs, and other natural growth inconsistent with the approved Bridge Landscaping Plan.
4. Bridge, at Bridge's cost and expense, shall finish grade all lawn park areas as defined in Section 5.051 of the Code of General Ordinances for the City of Kenosha on CTH N, 128th Avenue and STH 142 with six (6) inches of topsoil.
5. Bridge Streets, Curbs and Gutters shall be completed and presented to the City, Kenosha County, and WDOT, as the case may be, for acceptance prior to or concurrent with Bridge presenting the Bridge Landscaping to the City, Kenosha County, and WDOT for acceptance.
6. Except as otherwise provided in Section I.I.7. of this Agreement, City shall accept the Bridge Landscaping required to be designed and installed by Bridge in accordance with the Bridge Landscaping Requirements located in City public rights-of-way upon the following:
 - a. completion of the Bridge Landscaping in accordance with the Bridge Landscaping Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. installation and delivery of the Bridge Landscaping without defect, damage or nonconformance with the Bridge Landscaping Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - d. receipt of Bridge's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
 - e. certification of items a - d above by City Engineer.
 - f. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Bridge Landscaping.
7. Bridge, at Bridge's cost and expense, shall be responsible for the maintenance of the Bridge Landscaping located within the public rights-of-way unless and until the Bridge Landscaping located within the public rights-of-way is accepted by City, Kenosha County and WDOT, as the case may be. City shall not accept the Bridge Landscaping located within the public right-of-way of 128th Avenue until 128th Avenue from CTH N to STH 142 is completed, dedicated, and accepted by City pursuant to the conditional use permit and this Agreement.
8. The Bridge Landscaping shall be completed and accepted by City, Kenosha County and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.

J. Sidewalks

On July 6, 2015, the Common Council of City approved the application of Bridge for a sidewalk requirement exception along CTH N from the West Frontage Road to 128th Avenue and also along 128th Avenue from CTH N to STH 142 when and for so long as not deemed necessary in accordance with Section 5.05.C.7.b. of the Code of General Ordinances for the City of Kenosha.

K. Street and Regulatory Signs and Traffic Controls and Signals

1. Bridge shall reimburse City for City's actual cost for materials, labor, and installation of street name signs required by City for CTH N, 128th Avenue from CTH N to STH 142, and the intersection of 128th Avenue and STH 142 within forty-five (45) days of being invoiced by City.
2. Bridge, at Bridge's cost and expense, shall purchase and install all regulatory signs required by City for CTH N, 128th Avenue from CTH N to STH 142, and the intersection of 128th Avenue and STH 142.
3. Bridge, at Bridge's cost and expense, shall design, construct and install traffic controls and signalization on CTH N, 128th Avenue from CTH N to STH 142, STH 142, and STH 142 and IH-94 Westbound (Northbound) Ramps in accordance with City, Kenosha County, and WDOT specifications, the conditional use permit, the certified survey map, and the letter from WDOT dated December 1, 2015. Bridge, at Bridge's cost and expense, shall obtain approval of the plans and specifications and all required permits and approvals for the design, construction and installation of the traffic controls and signalization required by this paragraph from City, Kenosha County, and WDOT prior to the construction and installation of the traffic controls and signalization.
4. The traffic controls and signalization required to be designed, constructed, and installed pursuant to Section I.K.3. of this Agreement shall be completed, dedicated and accepted by City, Kenosha County, and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

II. IMPROVEMENTS BY ROUTE 142

A. Stormwater Drainage Facilities

1. Route 142, at Route 142's cost and expense, shall design, construct and install the Route 142 stormwater drainage facilities located within the Real Estate and the public rights-of-way, including storm and surface water drainage facilities, (the Route 142 Stormwater

Drainage Facilities), all in accordance with City, Kenosha County and WDOT specifications, the conditional use permit, the certified survey map, the Route 142 and Bridge Stormwater Management Plans approved by City Engineer, the Route 142 and Bridge Storm Sewer Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules and regulations, and this Agreement, collectively referred to as the Route 142 Stormwater Drainage Requirements.

2. Route 142, at Route 142's cost and expense, shall apply for and obtain a Post Construction Runoff Permit from City and shall submit to City any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted by Route 142 until the Post-Construction Runoff Permit is issued to Route 142 by City. All land disturbing construction activities and the design, construction, installation and maintenance of the Route 142 and Bridge Stormwater Drainage Facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the Route 142 Stormwater Drainage Requirements, the Bridge Stormwater Drainage Requirements, the approved Route 142 Stormwater Drainage Facilities Maintenance Agreement, and the Post-Construction Runoff Permits issued to Route 142 and Bridge.
3. Route 142, at Route 142's cost and expense, shall prepare all plans, specifications, and calculations for all Route 142 Stormwater Drainage Facilities and submit them to City Engineer for written approval which must be obtained prior to construction of the Route 142 or Bridge Stormwater Drainage Facilities. The Route 142 and Bridge Stormwater Drainage Facilities shall comply with the performance standards set forth in Section 36.07 of the Code of General Ordinances for the City of Kenosha and the Route 142 and Bridge Stormwater Drainage Requirements.
4. Route 142, at Route 142's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Route 142 Stormwater Drainage Facilities prior to the construction and installation of the Route 142 Stormwater Drainage Facilities. City shall cooperate with Route 142 in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Route 142 Stormwater Drainage Facilities.
5. Title to all Route 142 Stormwater Drainage Facilities, including retention/detention basins and outlet structures, located within the Real Estate or any easements located within the Real Estate as shown on the certified survey map, the approved Route 142 and Bridge Stormwater Management Plans, and the approved Route 142 and Bridge Storm Sewer Plans, shall be retained by Route 142 or conveyed by Route 142 to an owners' association approved by City. Route 142, or the owners' association as the case may be, shall be responsible for the inspection, maintenance and operation of all Route 142 Stormwater Drainage Facilities located within the Real Estate or in any easement located within the

Real Estate as shown on the certified survey map, the approved Route 142 and Bridge Stormwater Management Plans, and the approved Route 142 and Bridge Storm Sewer Plans, and shall enter into a Stormwater Drainage Facilities Maintenance Agreement with City in accordance with Section 36.10 of the Code of General Ordinances to provide for their inspection, maintenance and operation. The Stormwater Drainage Facilities Maintenance Agreement shall be subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds at Route 142's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Maintenance Agreement shall include among its provisions the following:

- a. identification of the Route 142 and Bridge Stormwater Drainage Facilities and designation of the drainage area served by the Route 142 and Bridge Stormwater Drainage Facilities.
- b. a schedule for the regular inspection, maintenance, repair, replacement, and operation of the Route 142 and Bridge Stormwater Drainage Facilities consistent with the Route 142 and Bridge Stormwater Management Plans.
- c. identification of the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the Route 142 and Bridge Stormwater Drainage Facilities.
- d. requirement that the landowner, or owners' association inspect, maintain, repair, replace, and operate the Route 142 and Bridge Stormwater Drainage Facilities in accordance with the schedule included in subparagraph b. above.
- e. authorization for City to access the Real Estate to conduct inspections of the Route 142 and Bridge Stormwater Drainage Facilities as necessary to determine whether they are being maintained, repaired, replaced, and operated in accordance with the Stormwater Drainage Facilities Maintenance Agreement.
- f. requirement that City maintain public records of the results of the inspections of the Route 142 and Bridge Stormwater Drainage Facilities, to inform the landowner or the owners' association of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater drainage facilities into proper working condition.
- g. agreement that the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the Route 142 and Bridge Stormwater Drainage Facilities be notified by City of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by City.

h. authorization for City to perform or have performed on City's behalf, inspection, maintenance, repairs, or replacements of the Route 142 and Bridge Stormwater Drainage Facilities upon the failure of the landowner or owners' association to do so as directed by City and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against the Real Estate for the charges incurred by City in performing or having performed on City's behalf the inspection, maintenance, repairs or replacement to the stormwater drainage facilities which are the subject of the Stormwater Drainage Facilities Maintenance Agreement.

6. Route 142 shall grant to City a Stormwater Drainage Facilities Easement to the Route 142 Stormwater Drainage Facilities located within the Real Estate authorizing City to inspect, maintain, repair, or replace the Route 142 Stormwater Drainage Facilities in accordance with the Stormwater Drainage Facilities Maintenance Agreement. The Stormwater Drainage Facilities Easement shall be subject to approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Easement shall be recorded with the Kenosha County Register of Deeds at Route 142's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Easement shall also be shown on the certified survey map of the Real Estate.
7. Route 142, at Route 142's cost and expense, shall complete the construction and installation of the fully functional Route 142 Stormwater Drainage Facilities without defect, damage or non-conformance with the Route 142 Stormwater Drainage Requirements.
8. Route 142, at Route 142's cost and expense, shall provide City with copies of the results of all tests and inspections of the Route 142's Stormwater Drainage Facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill in accordance with City specifications.
9. Route 142, at Route 142's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Route 142 Stormwater Drainage Facilities, including retention/detention basins and outlet structures. Route 142, at Route 142's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Route 142 Stormwater Drainage Facilities, including retention/detention basins and outlet structures, were designed, constructed, installed, completed, and function as intended in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the Route 142 Stormwater Drainage Requirements, the approved Stormwater Drainage Facilities Maintenance Agreement, and the Post-Construction Runoff Permits issued to Route 142 and Bridge. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Route 142 shall obtain approval of the "as-built" plans from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.

10. Except as otherwise provided in Section II.A.11. of this Agreement, City shall accept the Route 142 Stormwater Drainage Facilities required to be designed, constructed, and installed by Route 142 in accordance with the Route 142 Stormwater Drainage Requirements which are located in City public rights-of-way upon the following:
 - a. completion of the Route 142 and Bridge Stormwater Drainage Facilities in accordance with the Route 142 and Bridge Stormwater Drainage Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Route 142 and Bridge Stormwater Drainage Facilities without defect, damage or nonconformance with the Route 142 and Bridge Stormwater Drainage Requirements.
 - c. receipt by City of copies of the results of all tests and inspections of the Route 142 and Bridge Stormwater Drainage Facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill in accordance with City specifications as required pursuant to Section II.A.8. and Section I.C.8. of this Agreement.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the Route 142 and Bridge Stormwater Drainage Facilities, including retention/detention basins and outlet structures, required pursuant to Section II.A.9 and Section I.C.9. of this Agreement.
 - e. receipt by City of the Route 142 Stormwater Drainage Facilities Maintenance Agreement for the inspection, maintenance and operation of the Route 142 and Bridge Stormwater Drainage Facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.
 - f. receipt by City of the Route 142 Stormwater Drainage Facilities Easement for the Route 142 and Bridge Stormwater Drainage Facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.
 - g. payment of all fees and charges required to be paid by Route 142 and Bridge, as the case may be, for the Route 142 and Bridge Stormwater Drainage Facilities pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
 - h. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - i. receipt of Route 142's and Bridge's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way.
 - j. certification of items a - i above by City Engineer.

k. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee of the Route 142 and Bridge Stormwater Drainage Facilities.

11. Route 142, at Route 142's cost and expense, shall be responsible for the inspection, maintenance and operation of the Route 142 Stormwater Drainage Facilities located within City public rights-of-way unless and until the Route 142 and Bridge Stormwater Drainage Facilities located within City public rights-of-way are accepted by City. City shall not accept the stormwater drainage facilities located within City public right-of-way of 128th Avenue until 128th Avenue from CTH N to STH 142 is completed, dedicated, and accepted by City pursuant to the conditional use permit and this Agreement. Upon acceptance of the Route 142 and Bridge Stormwater Drainage Facilities located within the City public rights-of-way, City shall have full jurisdiction and ownership of the Route 142 Stormwater Drainage Facilities located within the City public rights-of-way and be responsible for their maintenance and operation, subject to the guarantee of Route 142 and Bridge provided in this Agreement.
12. Route 142 and Bridge shall jointly and severally indemnify, defend and hold harmless City, the Utility, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees (the "Damages"), which any of them may hereafter sustain, incur or be required to pay arising out of, or in any way related to, the design, construction and installation of the Route 142 and Bridge Stormwater Drainage Facilities required by the conditional use permit and this Agreement which causes storm and surface water to flow in full or part upon any public or private property other than as designed and approved by the City (a "Triggering Event"). Upon the filing with City or Utility of a claim for Damages arising out of a Triggering Event, the City or Utility shall notify Route 142 and Bridge of such claim, and in the event that Route 142 and Bridge do not settle or otherwise comprise such claim, Route 142 and Bridge shall undertake the legal defense of such claim on behalf of Route 142, Bridge and City and/or Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and/or Utility's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City and/or Utility or any of their officers, employees or agents for any cause for which Route 142 and Bridge are liable herewith shall be conclusive against Route 142 and Bridge as to liability and the amount of damages. Any Damages sustained, incurred or paid by City and/or Utility, their officers, employees or agents arising out of a Triggering Event, shall be reimbursed through Route 142's and Bridge's assurances required pursuant to this Agreement or through such other means as the City and/or Utility, in their sole discretion, deem appropriate. This paragraph shall survive installation of the Route 142 and Bridge Stormwater Drainage Facilities to effectuate its purpose. Route 142 shall further indemnify, defend, and hold harmless Bridge for any Damages arising out of a Triggering Event related to the design, construction or installation of the Route 142 Stormwater Drainage Facilities to the same extent as it is required to do so for City and/or Utility or any of their officers, employees, or agents.
13. The Route 142 and Bridge Stormwater Drainage Facilities shall be installed and functional,

and the Route 142 and Bridge Stormwater Drainage Facilities located within the public rights-of-way shall be accepted by City, Kenosha County and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

B. Streets, Curbs, and Gutters

1. Prior to City issuance of any footing and foundation permits to Route 142 for any improvements within the Real Estate, Route 142, at Route 142's cost and expense, shall acquire, annex to the City, and dedicate to the City as right-of-way, sufficient land from the parcel of land west of, and contiguous to, the Real Estate for the remaining roadbed required for the installation of the connecting portion of 128th Avenue from the turn-around to CTH N. For purposes of this paragraph "roadbed" is defined to be the width of the right-of-way generally associated with a road of this dimension, including but not limited to, setbacks and future sidewalk requirements as depicted on the final plans approved by City Engineer.
2. Route 142, at Route 142's cost and expense, shall design, construct, and install all street improvements and curbs and gutters on the West Frontage Road and 120th Avenue (the Route 142 Streets, Curbs and Gutters), in accordance with City, Kenosha County, Town of Paris and WDOT specifications, the conditional use permit, the certified survey map, the Route 142 Street Plans approved by City Engineer, the letter from WDOT dated December 1, 2015, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the Route 142 Streets, Curbs and Gutters Requirements. Route 142, at Route 142's cost and expense, shall obtain approval of the plans and specifications for the Route 142 Streets, Curbs and Gutters from City Engineer, Kenosha County, Town of Paris and WDOT. Route 142, at Route 142's cost and expense, shall obtain all required permits and approvals for the design, construction, and installation of all Route 142 Streets, Curbs and Gutters from City Engineer, Kenosha County, Town of Paris, WDOT, the WDNR, and the USACE prior to construction or installation of the Route 142 Streets, Curbs and Gutters.
3. Route 142, at Route 142's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Route 142 Streets, Curbs and Gutters prior to construction and installation of the Route 142 Streets, Curbs and Gutters. City shall cooperate with Route 142 in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Route 142 Streets, Curbs and Gutters.
4. Route 142, at Route 142's cost and expense, shall grade all Route 142 Streets, Curbs and Gutters to approved subgrade prior to the installation of any utilities located within the

public rights-of-way. Route 142, at Route 142's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Route 142 Streets, Curbs and Gutters subgrades. Route 142, at Route 142's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Route 142 Streets, Curbs and Gutters subgrades were designed, constructed, installed, completed and function as intended in accordance with the Route 142 Streets, Curbs and Gutters Requirements. The "as-built" subgrade plans shall be provided to City in print and digital form acceptable to City Engineer. Route 142 shall obtain approval of the "as-built" subgrade plans from City Engineer and WDOT prior to the installation of any utilities located within the public rights-of-way.

5. Route 142 shall not perform any street paving or install any curbs and gutters after November 15th of any calendar year without the express written approval of City Engineer. No street paving or curb and gutter installation will be permitted after December 1st of any calendar year. Street paving and installation of curb and gutter may commence after April 1st of any calendar year with the approval of City Engineer. Route 142 shall not perform any street paving or install any curb and gutter within State of Wisconsin public rights-of-way during any portion of the calendar year prohibited by the State of Wisconsin.
6. Route 142, at Route 142's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the Route 142 Streets, Curbs and Gutters. Route 142, at Route 142's cost and expense, shall provide City with written certification by a professional engineer, registered in the State of Wisconsin, that the Route 142 Streets, Curbs and Gutters were designed, constructed, installed, completed, and function as intended in accordance with the Route 142 Streets, Curbs and Gutters Requirements. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Route 142 shall obtain approval of the "as-built" plans from City Engineer, Kenosha County, Town of Paris and WDOT prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.
7. Except as otherwise provided in Section II.B.8. of this Agreement, City shall accept the Route 142 Streets, Curbs and Gutters required to be designed, constructed, and installed by Route 142 in accordance with the Route 142 Streets, Curbs and Gutters Requirements which are located in City public rights-of-way upon the following:
 - a. completion of the Route 142 Streets, Curbs and Gutters in accordance with the Route 142 Streets, Curbs and Gutters Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Route 142 Streets, Curbs and Gutters without defect, damage or nonconformance with the Route 142 Streets, Curbs and Gutters Requirements.
 - c. receipt by City of copies of the results of all tests and inspections of the Route 142 Streets, Curbs and Gutters, including density tests, certified and stamped by a

professional engineer registered in the State of Wisconsin certifying proper completion of street, curb and gutter trench backfill in accordance with City specifications.

d. approval by City Engineer of the stamped and certified "as-built" plans of the Route 142 Streets, Curbs and Gutters, required pursuant to Section II.B.4. and Section II B.6. of this Agreement.

e. payment of all fees and charges required to be paid by Route 142 for the Route 142 Streets, Curbs and Gutters pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.

f. receipt of final lien waivers from all contractors, subcontractors, and suppliers.

g. receipt of Route 142's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within City public rights-of-way.

h. certification of items a - g above by City Engineer.

i. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Route 142 Streets, Curbs and Gutters, and rights-of-way.

8. Route 142, at Route 142's cost and expense, shall be responsible for the maintenance of the Route 142 Streets, Curbs and Gutters located within City public rights-of-way in accordance with City specifications, including snow plowing, unless and until the Route 142 Streets, Curbs and Gutters located within City public rights-of-way are accepted by City. Upon acceptance of the Route 142 Streets, Curbs and Gutters located within City public rights-of-way, City shall have full jurisdiction and ownership of the Route 142 Streets, Curbs and Gutters located within City public rights-of-way, and shall be responsible for their maintenance subject to the guarantee of Route 142 provided in this Agreement.
9. The Route 142 Streets, Curbs and Gutters shall be accepted by City, Kenosha County, Town of Paris and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.
10. Route 142, at Route 142's cost and expense, shall design, construct, grade, gravel, pave, and maintain, including snow plowing, all private streets, curbs, gutters, and driveways

located within the Real Estate required by the conditional use permit, the certified survey map and this Agreement.

C. Other Utilities and Utility Easements

1. Route 142 and Bridge, at Route 142's and Bridge's cost and expense for their respective improvements, shall locate and install all other utilities throughout the Real Estate in accordance with utility specifications, the conditional use permit, the certified survey map, the plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. Route 142 and Bridge, at Route 142's and Bridge's cost and expense for their respective improvements, shall obtain approval of the plans and specifications for the location and installation of the utilities from City Engineer and Utility General Manager.
2. Route 142 and Bridge, at Route 142's and Bridge's cost and expense for their respective improvements, shall provide easements for utilities, which shall be shown on the certified survey map for the Real Estate and the plans approved by City Engineer and Utility General Manager.
3. Easements for utilities may be modified or terminated only by City, Utility, or other utility and only in the event City, Utility, or other utility determine that the easement, in full or in part, is no longer required to provide essential service.

D. Erosion Control

1. Route 142, at Route 142's cost and expense, shall prepare and submit to City an Erosion and Sediment Control Plan for the improvements required to be made by Route 142 pursuant to this Agreement in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. Route 142, at Route 142's cost and expense, shall apply for and obtain an Erosion Control Permit from City for the improvements required to be made by Route 142 pursuant to this Agreement and shall submit to City the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. Route 142, at Route 142's cost and expense, shall apply for and obtain all WDNR and USACE permits and approvals in any way related to Route 142 land disturbing activities or Route 142 land disturbing construction activities within any wetlands located within the Real Estate or any public rights-of-way. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted by Route 142 until the Route 142 Erosion and Sediment Control Plan is approved by City, the Route 142 cash assurance is paid to City, all permits and approvals in any way related to Route 142 land disturbing activities or Route 142 land disturbing construction activities within any wetlands within the Real Estate or any public rights-of-way are issued by WDNR and USACE, and the Route 142 Erosion Control Permit is issued by City. All land disturbing construction activities undertaken by Route 142 shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Route 142 Erosion and Sediment Control Plan, the Route 142 Erosion Control Permit, all permits required by any governmental unit or regulatory agency, all applicable WDNR requirements, all applicable

USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The Route 142 Erosion and Sediment Control Plan shall include the location and duration of Route 142 topsoil stockpiles. Route 142, at Route 142's cost and expense, shall remove all Route 142 topsoil stockpiles in accordance with Chapter XXXIII of the Code of General Ordinances, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules and regulations prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.

2. Route 142, at Route 142's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to erosion and sediment control for the improvements required to be made by Route 142 pursuant to this Agreement prior to commencement by Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

E. Grading

1. Route 142, at Route 142's cost and expense, shall grade the Real Estate for the improvements required to be made by Route 142 pursuant to this Agreement in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, the Route 142 and Bridge Grading Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules and regulations. Approval of the Route 142 and Bridge Grading Plans shall be obtained from City Engineer prior to commencement by Route 142 or Bridge of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.
2. Route 142, at Route 142's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to the grading for the improvements required to be made by Route 142 pursuant to this Agreement prior to commencement by Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.
3. Route 142, at Route 142's cost and expense, shall provide City with "as-built" grading plans for the improvements required to be made by Route 142 pursuant to this Agreement, stamped by a professional engineer registered in the State of Wisconsin. Route 142, at Route 142's cost and expense, shall provide City, with written certification by a professional engineer registered in the State of Wisconsin that the Route 142 grading was designed, constructed, installed, completed, and functions as intended in accordance with the approved Route 142 and Bridge Grading Plans, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The Route 142 "as-built" grading plans shall be provided to City in print and digital form acceptable to City Engineer. Route 142 shall obtain approval of the Route 142 "as-built" grading plans from City Engineer and WDOT prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as

Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

4. Route 142, at Route 142's cost and expense, shall restore the Real Estate to the condition prior to the commencement by Route 142 of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances in the event WDNR or USACE do not issue any required permits or approvals for the disturbance of any wetlands in connection with any improvements required to be made by Bridge and Route 142 pursuant to this Agreement, or the conditions for the issuance of the required permits or approvals are not accepted by Bridge and Route 142. No footing and foundation permits or building permits will be issued by City to Route 142 for any improvements within the Real Estate until all permits and approvals for the disturbance of wetlands in connection with any of the improvements required to be made by Bridge and Route 142 pursuant to this Agreement have been obtained, all conditions for the issuance of the required permits or approvals are accepted by Bridge and Route 142, and an Erosion Control Permit is issued by City to Bridge and Route 142 pursuant to Sections I.F. and II.D. of this Agreement.

F. LED Street Lighting

1. Route 142, at Route 142's cost and expense, shall design and install a complete system of LED street lighting on the West Frontage Road in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, the Route 142 and Bridge Lighting Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the Route 142 Street Lighting Requirements. Route 142, at Route 142's cost and expense, shall provide City with all shop drawings and cut sheets for the Route 142 Street Lighting and shall obtain approval of the Route 142 Street Lighting from City Engineer and WDOT prior to construction and installation of the Route 142 Street Lighting.
2. Route 142, at Route 142's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Route 142 Street Lighting prior to construction and installation of the Route 142 Street Lighting.
3. Route 142, at Route 142's cost and expense, shall provide City with "as-built" plans of the Route 142 Street Lighting, including street light conduits and pull boxes, stamped by a professional engineer registered in the State of Wisconsin. Route 142, at Route 142's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the Route 142 Street Lighting, including street light conduits and pull boxes, were designed, constructed, installed, completed, and function as intended in accordance with the Route 142 Street Lighting Requirements. The

"as-built" plans of the Route 142 Street Lighting shall be provided to City in print and digital form acceptable to City Engineer. Route 142 shall obtain approval of the "as-built" plans of the Route 142 Street Lighting from City Engineer and WDOT prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.

4. The Route 142 Street Lighting in the public rights-of-way shall be completed and presented to City and WDOT for acceptance prior to, or concurrent with, Route 142 presenting the Route 142 Streets, Curbs and Gutters to the City, Kenosha County, and WDOT for acceptance.
5. Except as otherwise provided in Section II.F.6. of this Agreement, City shall accept the Route 142 Street Lighting required to be designed and installed by Route 142 in accordance with the Route 142 Street Lighting Requirements located in City public rights-of-way upon the following:
 - a. completion of the Route 142 Street Lighting in accordance with the Route 142 Street Lighting Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Route 142 Street Lighting without defect, damage or nonconformance with the Route 142 Street Lighting Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - d. approval by City Engineer of the stamped and certified "as-built" plans of the Route 142 Street Lighting, including street light conduits and pull boxes, as required pursuant to Section II.F.3. of this Agreement.
 - e. receipt of Route 142's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
 - f. certification of items a - e above by City Engineer.
 - g. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Route 142 Street Lighting .
6. Route 142, at Route 142's cost and expense, shall be responsible for the maintenance and operation of the Route 142 Street Lighting located within the public rights-of-way unless and until the Route 142 Street Lighting located within the public rights-of-way is accepted by City, Kenosha County, and WDOT as the case may be. Upon acceptance of the Route 142 Street Lighting, City shall have full jurisdiction and ownership of the Route 142 Street Lighting located in the City public rights-of-way and be responsible for its maintenance and cost of operation subject to the guarantee of Route 142 provided in this Agreement.

7. The Route 142 Street Lighting shall be accepted by City and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

G. Landscaping

1. Route 142, at Route 142's cost and expense, shall design and install landscaping throughout the public rights-of-way on the West Frontage Road and 120th Avenue (the Route 142 Landscaping) in accordance with City, Kenosha County, Town of Paris and WDOT specifications, the conditional use permit, the certified survey map, the Route 142 and Bridge Landscaping Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the Route 142 Landscaping Requirements. Route 142, at Route 142's cost and expense, shall obtain approval of the Route 142 Landscaping Plan from City Engineer, Kenosha County, Town of Paris and WDOT prior to installation of the Route 142 Landscaping.
2. Route 142, at Route 142's cost and expense, shall protect existing trees within the public rights-of-way on the West Frontage Road and 120th Avenue, in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from City.
3. Route 142, at Route 142's cost and expense, shall remove and lawfully dispose of all rubbish, dead trees, branches, brush, tree trunks, shrubs, and other natural growth inconsistent with the approved Route 142 Landscaping Plan. Route 142, at Route 142's cost and expense, shall apply for and obtain a raze permit from City prior to removing any structures.
4. Route 142, at Route 142's cost and expense, shall finish grade all lawn park areas as defined in Section 5.051 of the Code of General Ordinances for the City of Kenosha on the West Frontage Road with six (6) inches of topsoil.
5. Route 142 Streets, Curbs and Gutters shall be completed and presented to the City and WDOT, as the case may be, for acceptance prior to or concurrent with Route 142 presenting the Route 142 Landscaping to the City and WDOT for acceptance.
6. Except as otherwise provided in Section II.G.7. of this Agreement, City shall accept the Route 142 Landscaping required to be designed and installed by Route 142 in accordance with the Route 142 Landscaping Requirements located in City public rights-of-way upon the following:

- a. completion of the Route 142 Landscaping in accordance with the Route 142 Landscaping Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. installation and delivery of the Route 142 Landscaping without defect, damage or nonconformance with the Route 142 Landscaping Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
 - d. receipt of Route 142's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
 - e. certification of items a - d above by City Engineer.
 - f. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Route 142 Landscaping.
7. Route 142, at Route 142's cost and expense, shall be responsible for the maintenance of the Route 142 Landscaping located within the public rights-of-way unless and until the Route 142 Landscaping located within the public rights-of-way is accepted by City, Kenosha County, Town of Paris, and WDOT, as the case may be.
 8. The Route 142 Landscaping shall be accepted by City, Kenosha County, Town of Paris and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate.

H. Sidewalks

On July 6, 2015, the Common Council of City approved the application of Route 142/Uline Inc. for a sidewalk requirement exception along the north side of 38th Street between the West Frontage Road and 128th Avenue, along the east side of the new proposed 128th Avenue from 38th Street to HWY 142, along the south side of HWY 142 from the new proposed 128th Avenue to the West Frontage Road, and also along the West Frontage Road from HWY 142 to 38th Street when and for so long as not deemed necessary in accordance with Section 5.05 C.7.b. of the Code of General Ordinances.

I. Street and Regulatory Signs and Traffic Controls and Signals

1. Route 142 shall reimburse City and WDOT, as the case may be, for City's and WDOT's actual cost for materials, labor, and installation of street name signs required by City and WDOT for the West Frontage Road within forty-five (45) days of being invoiced by City and WDOT.
2. Route 142, at Route 142's cost and expense, shall purchase and install all regulatory signs required by City, Kenosha County, Town of Paris and WDOT for the West Frontage Road and 120th Avenue.

3. Route 142, at Route 142's cost and expense, shall design, construct and install traffic controls and signalization on the West Frontage Road in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, and the letter from WDOT dated December 1, 2015. Route 142, at Route 142's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the traffic controls and signalization required by this paragraph from City and WDOT prior to the construction and installation of the traffic controls and signalization.
4. The street and regulatory signs and traffic controls and signalization required to be designed, constructed, and installed by Route 142 pursuant to Section II.I. of this Agreement shall be accepted by City and WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Route 142 for any improvements within the Real Estate; however, as long as Route 142 and its Tenant have received the approval of the City building and fire safety inspectors, it is specifically agreed that the City will not unreasonably withhold its consent for Route 142 and its Tenant for rack and equipment installation, inventory stock-up, warehouse management system (WMS) installation, and general facility cleaning in any improvement within the Real Estate prior to the City issuance of a Temporary Certificate of Occupancy.

J. Survey Monuments

Route 142, at Route 142's cost and expense, shall install monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

III. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES

A. Pre-Construction Activities

1. The City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement constitute a project of public works subject to the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. Route 142 and Bridge, at Route 142's and Bridge's cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement. City and Utility shall cooperate with Route 142 and Bridge in requesting the Department of Workforce Development to determine the prevailing wage rates for all trades or occupations required to complete the City and Utility public improvements. Prior to City and Utility accepting any of the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement, Route 142 and Bridge shall file with the City and Utility an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.

2. Route 142 and Bridge shall provide City Engineer and Utility General Manager with complete itemized cost estimates certified by Route 142's and Bridge's civil engineer for the public improvements and private stormwater drainage facilities required to be made by Route 142 and Bridge pursuant to the conditional use permit and this Agreement prior to the execution of this Agreement by City and Utility.
3. Any bidder on any of the City and Utility public improvements required to be made by Route 142 and Bridge pursuant to the conditional use permit and this Agreement shall be prequalified by City and Utility, as the case may be. Route 142 and Bridge shall not award any contract for any public improvements required to be made pursuant to the conditional use permit and this Agreement to any bidder who has not been pre-qualified by City and Utility, as the case may be.
4. Route 142, at Route 142's cost and expense, shall raze all structures within the Real Estate prior to the issuance of any permits by City to Route 142 or Bridge in any way related to land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances, or in any way related to the construction or installation of any of the improvements required to be made by Route 142 or Bridge pursuant to the conditional use permit and this Agreement. Route 142, at Route 142's cost and expense, shall apply for and obtain a raze permit from City and any other permits required by any Federal and State environmental laws, rules, and regulations prior to razing, removing and disposing of any structures within the Real Estate. Route 142, at Route 142's cost and expense, shall raze, remove, and dispose of all structures within the Real Estate, and shall remediate the Real Estate in accordance with the Code of General Ordinances for the City of Kenosha and all Federal and State environmental laws, rules, and regulations.
5. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances by Route 142 or Bridge shall commence and no construction or installation of any of the improvements required to be made by Route 142 or Bridge pursuant to the conditional use permit and this Agreement shall commence prior to all of the following:
 - a. all required assurances have been received and approved.
 - b. the certified survey map has been approved by the Common Council, signed by City, and recorded with the Kenosha County Register of Deeds.
 - c. the conditional use permit has been approved by the Common Council, signed by Route 142, and recorded with the Kenosha County Register of Deeds.
 - d. the Sanitary Sewer Easement has been approved and signed by the Kenosha Water Utility Board of Water Commissioners, signed by Route 142, and recorded with the Kenosha County Register of Deeds.
 - e. the Water Main Easement has been approved and signed by the Kenosha Water Utility Board of Water Commissioners, signed by Route 142, and recorded with the Kenosha County Register of Deeds.

f. the Stormwater Drainage Facilities Maintenance Agreement and the Stormwater Drainage Facilities Easement have been approved by the Common Council, signed by City and Route 142, and recorded with the Kenosha County Register of Deeds.

g. this Agreement has been approved by the Common Council, the Kenosha Water Utility Board of Water Commissioners, signed by all Parties, and recorded with the Kenosha County Register of Deeds.

h. except as provided in Section II.B.1 and Section II.E.4. of this Agreement, all Route 142 and Bridge plans and construction specifications for land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances have been reviewed and approved by City Engineer and Utility General Manager; thirty percent (30%) of Route 142 Street Plans and one hundred percent (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, Kenosha County and WDOT prior to City issuance of any footing and foundation permits to Route 142; sixty percent (60%) of Route 142 Street Plans and one hundred (100%) of Bridge Street Plans have been reviewed and approved by City Engineer, Utility General Manager, Kenosha County and WDOT prior to City issuance of any building permits to Route 142; one hundred percent (100%) of Bridge and Route 142 Street Plans have been reviewed and approved by City Engineer, Utility General Manager, Kenosha County and WDOT prior to City authorization to proceed with construction and installation of any public street improvements; and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Route 142 or Bridge pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer, Utility General Manger, Kenosha County and WDOT.

i. all permit fees have been paid and all permits, including all Erosion Control Permits, have been issued.

j. a pre-construction meeting attended by Route 142, Bridge, City, Utility, contractors and any consultants' inspectors has been held.

k. written authorization to proceed has been given by the Director of Community Development and Inspections following certification of items a-j above by the Director of Community Development and Inspections.

6. Upon receiving written authorization to proceed from the Director of Community Development and Inspections, Route 142 and Bridge shall notify City and Utility in writing no less than two (2) working days in advance of the date for the commencement of the construction of the improvements required to be made pursuant to the conditional use permit and this Agreement. This notification requirement shall also apply to the resumption of construction following a work interruption of over fifteen (15) consecutive working days.

B. Construction Activities

1. Construction access to the Real Estate for the construction of the improvements required to be made by Route 142 and Bridge pursuant to the conditional use permit and this Agreement shall be as shown on the Route 142 and Bridge Erosion and Sediment Control Plan approved by City Engineer respectively. Construction staging areas shall be as shown on the Route 142 Construction Phasing Plan and the Bridge Construction Phasing Plan approved by the Department of Community Development and Inspections and City Engineer. Route 142 and Bridge, at Route 142's and Bridge's cost and expense for their respective improvements, shall design, construct and install the construction access and construction staging areas in accordance with City specifications, the conditional use permit, the certified survey map, the approved Route 142 Erosion and Sediment Control Plan, the approved Bridge Erosion and Sediment Control Plan, the approved Route 142 Construction Phasing Plan, the approved Bridge Construction Phasing Plan, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. Route 142 and Bridge, at Route 142's and Bridge's cost and expense for their respective improvements, shall obtain approval of the plans and specifications and all required permits for the design, construction, and installation of the construction access and construction staging areas from the Department of Community Development and Inspections and City Engineer prior to construction and installation of the construction access and construction staging areas.
2. Route 142 and Bridge, at Route 142's and Bridge's cost and expense for their respective improvements, shall apply for and obtain all required permits from Kenosha County and the WDOT prior to the closing of any public streets and shall comply with all applicable ordinances, laws, rules, and regulations regarding the closure of public streets.
3. Route 142, at Route 142's cost and expense, shall abandon any wells and septic systems on the Real Estate in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code, and Section 32.09 of the Code of General Ordinances for the City of Kenosha. Route 142 shall provide copies of well abandonment reports to City and Utility.
4. City and Utility shall provide engineering and inspection services during construction of the improvements required by the conditional use permit and this Agreement to ascertain Route 142's and Bridge's compliance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The cost for the engineering and inspection services provided by City and Utility shall be based upon the hourly rate of the City and Utility employees performing the services plus indirect costs. City and Utility reserve the right to retain outside consultants to provide engineering and inspection services, the cost of which shall be the responsibility of Route 142 and Bridge for their respective improvements. For their respective improvements, Route 142 and Bridge shall each pay City and Utility for all engineering and inspection services provided by or on behalf of City and Utility within forty-five (45) days of being invoiced. The

engineering and inspection services provided pursuant to this paragraph shall not relieve Route 142 or Bridge, their employees, or their contractors from constructing and installing the improvements required by the conditional use permit and this Agreement in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, or from providing City and Utility all stamped "as-built" plans and all "as-built" plan certifications required by this Agreement.

5. Bridge, at Bridge's cost and expense, shall complete a televised inspection of the completed Bridge Sanitary Sewerage Facilities. The televised inspection shall be performed by an inspection service acceptable to Utility. Videotapes and written logs of all sanitary sewerage facilities inspections shall be provided to Utility for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Bridge and the affected area shall again be subject to a televised inspection. Utility reserves the right to perform or have performed on behalf of Utility the televised inspection of the completed Bridge Sanitary Sewerage Facilities at Bridge's cost and expense. Bridge shall reimburse Utility for the cost of the televised inspection within forty-five (45) days of being invoiced by Utility.
6. Route 142 and Bridge, at Route 142's and Bridge's cost and expense for their respective stormwater drainage facilities, shall complete a televised inspection of their respective completed Stormwater Drainage Facilities. The televised inspection shall be performed by an inspection service acceptable to City. Videotapes and written logs of all stormwater drainage facilities inspections shall be provided to City for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Route 142 and Bridge, as the case may be, and the affected area shall again be subject to televised inspection. City reserves the right to perform or have performed on behalf of the City the televised inspection of the completed Route 142 and Bridge Stormwater Drainage Facilities at Route 142's and Bridge's cost and expense. Route 142 and Bridge shall reimburse City for the cost of the televised inspection of their respective Stormwater Drainage Facilities within forty-five (45) days of being invoiced by City.
7. Utility, at Utility's sole discretion, reserves the right to retain independent testing services in the event Utility determines proper testing is not being performed by Bridge or the results of Bridge's testing does not conclusively establish to Utility's satisfaction the proper completion of the Bridge Sanitary Sewerage Facilities and the Bridge Water Supply and Distribution Facilities. Prior to retaining independent testing services, Utility shall provide written notice to Bridge of the corrective action required whereupon Bridge shall have fourteen (14) days from the date of the notice to provide Utility with test results that are satisfactory to Utility. Bridge shall reimburse Utility for the cost of the independent testing services within forty-five (45) days of being invoiced by Utility.
8. City, at City's sole discretion, reserves the right to retain independent testing services in the event City reasonably determines proper testing is not being performed by Route 142 or Bridge, as the case may be, or the results of Route 142's or Bridge's, as the case may be,

testing does not conclusively establish to City's satisfaction the proper completion of the improvements required by the conditional use permit and this Agreement. Prior to retaining independent testing services, City shall provide written notice to Route 142 or Bridge, as the case may be, of the corrective action required whereupon Route 142 or Bridge, as the case may be, shall have fourteen (14) days from the date of the notice to provide City with test results that are satisfactory to City. Route 142 or Bridge, as the case may be, shall reimburse City for the cost of the independent testing services within forty-five (45) days of being invoiced by City.

9. Route 142 and Bridge, at Route 142's and Bridge's cost and expense, shall use granular trench backfill under all pavement and within twenty-four (24") inches thereof in accordance with City and Utility specifications and the approved plans. Route 142 and Bridge, at Route 142's and Bridge's cost and expense, shall provide City and Utility copies of the results of all tests and inspections of the granular and excavated material trench backfill certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of the granular and excavated material trench backfill in accordance with City and Utility specifications.

IV. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS AND PRIVATE STORM WATER DRAINAGE FACILITIES

A. Assurances Required

1. Prior to execution of this Agreement by City and Utility, Bridge shall deposit with the Utility General Manager an assurance in the form of cash or an irrevocable letter of credit in an amount established by Utility General Manager equal to one hundred twenty-five (125%) percent of the Utility's estimated cost of the Bridge Sanitary Sewerage Facilities, the Bridge Water Supply and Distribution Facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made pursuant to the conditional use permit and this Agreement. Prior to execution of this Agreement by City and Utility, Route 142 and Bridge shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit for their respective share of an amount established by City Engineer equal to one hundred twenty-five (125%) percent of the City's estimated cost of all other public improvements, private Stormwater Drainage Facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided by Route 142 and Bridge pursuant to the conditional use permit and this Agreement. The assurances required pursuant to this paragraph shall be in addition to any other assurances which may be required pursuant to this Agreement and the Code of General Ordinances for the City of Kenosha for the development of the Real Estate which is the subject of the conditional use permit and this Agreement.
2. In addition to the assurance required pursuant to Section IV.A.1. of this Agreement, prior to execution of this Agreement by City and Utility, Route 142 shall also deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in

an amount established by City Engineer equal to one hundred twenty-five (125%) percent of the City's estimated cost to restore the Real Estate pursuant to Section II.E.4. of this Agreement.

3. The assurances required pursuant to Section IV. A.1, and Section IV.A.2. of this Agreement shall be used to secure Route 142's and Bridge's respective costs of designing, constructing and installing the public improvements and private stormwater drainage facilities required pursuant to the conditional use permit and this Agreement, to restore the Real Estate if required pursuant to Section II.E.4. of this Agreement, and to compensate City and Utility for City's and Utility's cost of completing the public improvements, private stormwater drainage facilities, and performing the engineering and inspection services and testing services related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations in the event Route 142 and Bridge fail to do so in a timely manner. The assurances required pursuant to Section IV.A.1. and Section IV.A.2. of this Agreement shall also be used to assure compliance with Route 142's and Bridge's guarantees provided in this Agreement.
4. In the event the assurances required pursuant to Section IV.A.1. and Section IV.A.2. of this Agreement are insufficient to cover one hundred twenty-five (125%) percent of the actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, Route 142 and Bridge upon written demand by City or Utility shall deposit with the City Clerk-Treasurer or Utility General Manager additional assurances in the form of cash or an irrevocable letter of credit in an amount established by City or Utility equal to one hundred twenty-five (125%) percent of the additional actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations.
5. Any irrevocable letter of credit to be used by Route 142 or Bridge as an assurance pursuant to this Agreement shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the City and Utility, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this Agreement shall remain in effect until completely drawn upon or released by City or Utility. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this Agreement is about to expire and has not been renewed by Route 142 or Bridge, City and Utility may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this Agreement.

6. If and to the extent Route 142 or Bridge shall properly complete portions of the improvements required to be made pursuant to the conditional use permit and this Agreement for which Route 142 or Bridge shall have deposited an assurance pursuant to this Section IV., then upon written request of Route 142 or Bridge, and upon the written recommendation of City Engineer and Utility General Manager, as the case may be, the assurance may be reduced in the amount determined by City Engineer and Utility General Manager. In no event shall the assurance be reduced below one hundred twenty-five percent (125%) of the City Engineer's and Utility General Manager's reasonable estimate of the cost of the remaining improvements required to be made pursuant to the conditional use permit and this Agreement. Prior to the reduction of any assurance, Route 142 or Bridge shall submit to City and Utility a waiver of lien current to date from all contractors, subcontractors and suppliers for the work for which the reduction is sought. The balance of the remaining assurance shall remain on deposit with the City Clerk-Treasurer and Utility General Manager, as the case may be, until expiration of Route 142's and Bridge's guarantee provided in this Agreement. City and Utility shall release the balance of the remaining assurance within forty-five (45) days following expiration of Route 142's and Bridge's guarantee provided in this Agreement.
7. In addition to all other remedies, occupancy permits may be withheld by City until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in the conditional use permit and this Agreement is not completed in accordance with the conditional use permit and this Agreement, City and/or Utility may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this Agreement or impose a special charge and/or special assessment against the Real Estate in the event there is no applicable assurance or the assurance is insufficient. The remedies available to City and Utility pursuant to this paragraph shall not relieve Route 142 or Bridge of Route 142's or Bridge's guarantee provided in this Agreement.

V. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS

A. Dedication of Public Improvements

Subject to all other provisions of this Agreement, the conditional use permit and the certified survey map, Route 142 and Bridge shall, upon completion of all of the public improvements and without charge to City or Utility, unconditionally give, grant, convey and fully dedicate the public improvements to City and Utility, free and clear of all liens and encumbrances together with all buildings, structures, inains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the public improvements together with any and all easements necessary for access to the public improvements. Route 142 and Bridge shall execute such documents deemed necessary by City and Utility to effectuate the dedication of the public improvements pursuant to this paragraph. Upon dedication, City and Utility shall have the right to connect or integrate the dedicated public improvements unto the facilities of City and Utility without charge, award of damages or consent of Route 142 and Bridge. Dedication shall not constitute acceptance of any improvement by City or Utility.

B. Guarantee of Public Improvements

1. Route 142 and Bridge shall guarantee all public improvements required to be made by Route 142 and Bridge pursuant to the conditional use permit and this Agreement against all defects due to faulty design, materials or workmanship of which Route 142 and Bridge are notified in writing within a period of one (1) year from the date of acceptance of the subject public improvement by the Common Council of the City of Kenosha or the Kenosha Water Utility Board of Water Commissioners. Route 142 and Bridge, at Route 142's and Bridge's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs to the public improvements which City and Utility deem necessary on a time and material basis. Route 142 and Bridge shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.
2. Route 142 and Bridge shall be responsible for any settlement of fill material which may occur in any public utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by City or Utility of any utility improvement located in such portion of the Real Estate. Route 142 and Bridge, at Route 142's and Bridge's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs which City and Utility deem necessary on a time and material basis. Route 142 and Bridge shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.
3. The assurances required to be provided by Route 142 and Bridge pursuant to Section IV of this Agreement shall be used to assure Route 142's and Bridge's guarantee of the public improvements pursuant to this Section V and to compensate City and Utility for City's and Utility's cost of performing any repairs to the public improvements guaranteed by Route 142 and Bridge pursuant to this Agreement. In the event there is no applicable assurance or in the event the assurance is insufficient, City and/or Utility may do or cause Route 142's or Bridge's guarantee work to be done and impose a special charge and/or special assessment against the Real Estate for the cost of the work.

VI. DEVELOPER INDEMNIFICATION

Route 142 and Bridge shall jointly and severally indemnify, defend and hold harmless City, Utility, their officers, employees and agents ("Indemnitees") from and against all losses, proceedings, claims, liability, charges, damages, costs, and penalties, whether initiated or sought by governmental authorities or private parties, including, but not limited to, attorney and expert witness fees and expenses, engineering fees and expenses, environmental consultant fees and expenses, investigating fees and expenses, remediation costs, including without limitation any financial assurances required to be posted for completion of remedial work and costs associated with administrative oversight, settlement expenses, and judgments (collectively the "Damages"), which any of them may hereafter sustain, incur or be required to pay whether incurred in connection with any judicial or administrative process or otherwise, arising out of or in any way related to: the razing, removing or disposing of any structures within the Real Estate; any environmental conditions affecting the Real Estate; the presence or alleged presence of hazardous material on or under the Real Estate whether as a result of activities on the Real Estate or on

surrounding real estate; the actual or alleged violation of any Federal or State environmental law, rule or regulation; requirements imposed by the Code of General Ordinances for the City of Kenosha; requirements imposed by all Federal and State environmental laws, rules, and regulations; the design, construction and installation of any of the public improvements or private stormwater drainage facilities required by the conditional use permit and this Agreement; or any claim for labor, materials or supplies furnished in connection with any of the public improvements required by the conditional use permit and this Agreement. Upon the filing with City or Utility of a claim for Damages arising out of the acts which Route 142 and Bridge herein agree to indemnify, defend and hold Indemnitees harmless, the City and/or Utility shall notify Route 142 and Bridge of such claim, and in the event that Route 142 and Bridge do not settle or compromise such claim, Route 142 and Bridge shall undertake the legal defense of such claim both on behalf of themselves and the Indemnitees. It is specifically agreed that City and/or Utility, at their own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against any Indemnitee for any cause for which Route 142 and Bridge are liable herewith, shall be conclusive against Route 142 and Bridge as to liability and the amount of damages. Any Damages, incurred or paid by any Indemnitee arising out of the acts which Route 142 and Bridge herein agree to indemnify, shall be reimbursed to the respective Indemnitee through Route 142's and Bridge's assurances required pursuant to this Agreement or through such other means as the City and/or Utility in their sole discretion deem appropriate. This paragraph shall survive installation of the public improvements and private stormwater drainage facilities to effectuate its purpose. Bridge shall indemnify, defend, and hold harmless Route 142, and its officers, members, managers, employees, successors and assigns, against all claims of Damages incurred by an Indemnitee, and for which such Damages arise out of actions or omissions of Bridge, obligations and responsibilities of Bridge under this Agreement, or obligations imposed upon Bridge by any law, rule or regulation. Route 142 shall indemnify, defend, and hold harmless Bridge, and its officers, members, managers, employees, successors and assigns, against all claims of Damages incurred by an Indemnitee, and for which such Damages arise out of actions or omissions of Route 142, obligations and responsibilities of Route 142 under this Agreement, or obligations imposed upon Route 142 by any law, rule or regulation.

VII. CITY RESPONSIBILITIES

Upon application by Route 142 and Bridge and upon payment by Route 142 and Bridge of all required fees, City shall process all permit applications and will issue all City permits required for the development of the Real Estate provided Route 142 and Bridge are in compliance with all City and Utility conditions of approval, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules, and regulations, the conditional use permit, the certified survey map, this Agreement, and all standards for the issuance of the required City permits set forth in applicable federal, state, county, or City laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified.

VIII. MISCELLANEOUS

A. Notice

Any notice required to be given in this Agreement by any of the Parties is to be by certified mail with return receipt or by personal service addressed to Route 142, Bridge, City or Utility set forth below. Any Party may designate a different address by delivering, sending, or serving written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to Route 142: Route142, LLC
12575 Uline Drive
Pleasant Prairie, Wisconsin 53158
Attn: Phillip D. Hunt

with copies to: Route142, LLC
12575 Uline Drive
Pleasant Prairie, Wisconsin 53158
Attn: Legal Department

If to Bridge: Mark Houser
Bridge Kenosha, LLC
1000 W. Irvine Park Road
Suite 150
Itasca, Illinois 60143

If to City: City Clerk/Treasurer
Municipal Building, Room 105
625 -52nd Street
Kenosha, Wisconsin 53140

with copies to: Director of Public Works
Municipal Building, Room 305
625 -52nd Street
Kenosha, Wisconsin 53140

Office of the City Attorney
Municipal Building, Room 201
625 -52nd Street
Kenosha, Wisconsin 53140

If to Utility: General Manager
Kenosha Water Utility
4401 Green Bay Road
Kenosha, Wisconsin 53144

With a copy to:

Office of the City Attorney
Municipal Building, Room 201
625 -52nd Street
Kenosha, Wisconsin 53140

B. Land Dedications and Impact Fees

Route 142, at Route 142's cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances. Route 142 shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the City issuance of a building permit.

C. Assignment

Route 142 and Bridge shall not assign or transfer this Agreement without the prior written consent of the City and Utility. Any unauthorized assignment or transfer shall be a breach of this Agreement thereby entitling the City and Utility to draw upon the assurances required to be provided pursuant to Section IV of this Agreement. Any assignment or transfer shall be conditioned upon the assignee or transferee entering into a written Agreement with City and Utility through which the assignee or transferee agrees to be bound by all of the terms, conditions, and obligations of this Agreement. No assignment or transfer shall relieve Route 142 or Bridge of any obligations under this Agreement in the event of breach or default by the assignee or transferee. No assignment or transfer shall be inconsistent with the terms of this Agreement. The assignee or transferee shall have all rights, privileges, and obligations as granted Route 142 and Bridge under this Agreement.

D. Integration

This Agreement and the other documents incorporated by reference herein embody the entire Agreement and understanding between the Parties and supersede all prior Agreements and understandings relating to the subject matter hereof.

E. Defaults

No default shall arise under this Agreement unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

F. Severability

Any covenant, condition or provision of this Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Agreement which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this Agreement are declared to be severable.

G. Recordation

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by Route 142.

H. Exhibits, Plans, Agreements, and Easements Incorporated By Reference

The exhibits attached to this Agreement and the plans, agreements and easements referred to in this Agreement are made a part of this Agreement and are incorporated herein by reference. The plans referred to in this Agreement will be on file with the City of Kenosha Department of Community Development and Inspections upon review and approval by City Engineer and Utility General Manager.

I. Choice of Law and Venue

This Agreement, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

J. Waiver of Breach or Violation not Deemed Continuing

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this Agreement or in any document delivered pursuant to this Agreement and (c) waive any compliance by the other Parties with any of the agreements or conditions contained in this Agreement. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this Agreement. No breach or violation of any provision of this Agreement shall be waived except by an agreement in writing signed by the waiving Party.

K. Construction

The Parties agree that each Party has contributed substantially and materially to the preparation of this Agreement and that as a result, this Agreement shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for City.

L. Time of the Essence

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this Agreement specifying dates and deadlines.

M. Binding Effect

This Agreement shall run with the Real Estate and shall be binding upon Route 142 and Bridge, Route 142's and Bridge's successors and assigns, and Route 142's successors in title. The guarantee of Route 142 and Bridge set forth in Section V shall be for the period specified therein. Any recorded easements, agreements, covenants, and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

N. Amendment

This Agreement may only be amended by the mutual written consent of the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners.

O. Approval Plans

Subject to final approval from the USACE with regard to the disturbance of any wetlands in connection with any improvements required to be made by Bridge pursuant to this Agreement, and subject to final approval from WDOT with regard to the Bridge Street Improvements to STH 142, Bridge shall not be obligated to construct, install, maintain and operate the improvements pursuant to the conditional use permit and this Agreement if the scope and scale of such improvements are not in substantial conformance with the present plans.

IX. AUTHORIZATION

- A. Route 142 represents to City and Utility that Route 142 is a Delaware limited liability company, is in good standing in Delaware and Wisconsin, that all acts which are a condition precedent to entering into this Agreement have thereby taken place, and that the individual executing this Agreement on behalf of Route 142 has the authority to do so and to bind Route 142 to the terms and conditions of this Agreement.
- B. Bridge represents to City and Utility that Bridge is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this Agreement have thereby taken place, and that the individual executing this Agreement on behalf of Bridge has the authority to do so and to bind Bridge to the terms and conditions of this Agreement.
- C. Utility enters into this Agreement by authority of action taken by the Board of Water Commissioners on the ____ day of _____, 2016.
- D. City enters into this Agreement by authority of action taken by its Common Council on the ____ day of _____, 2016.

Signature Pages Follow

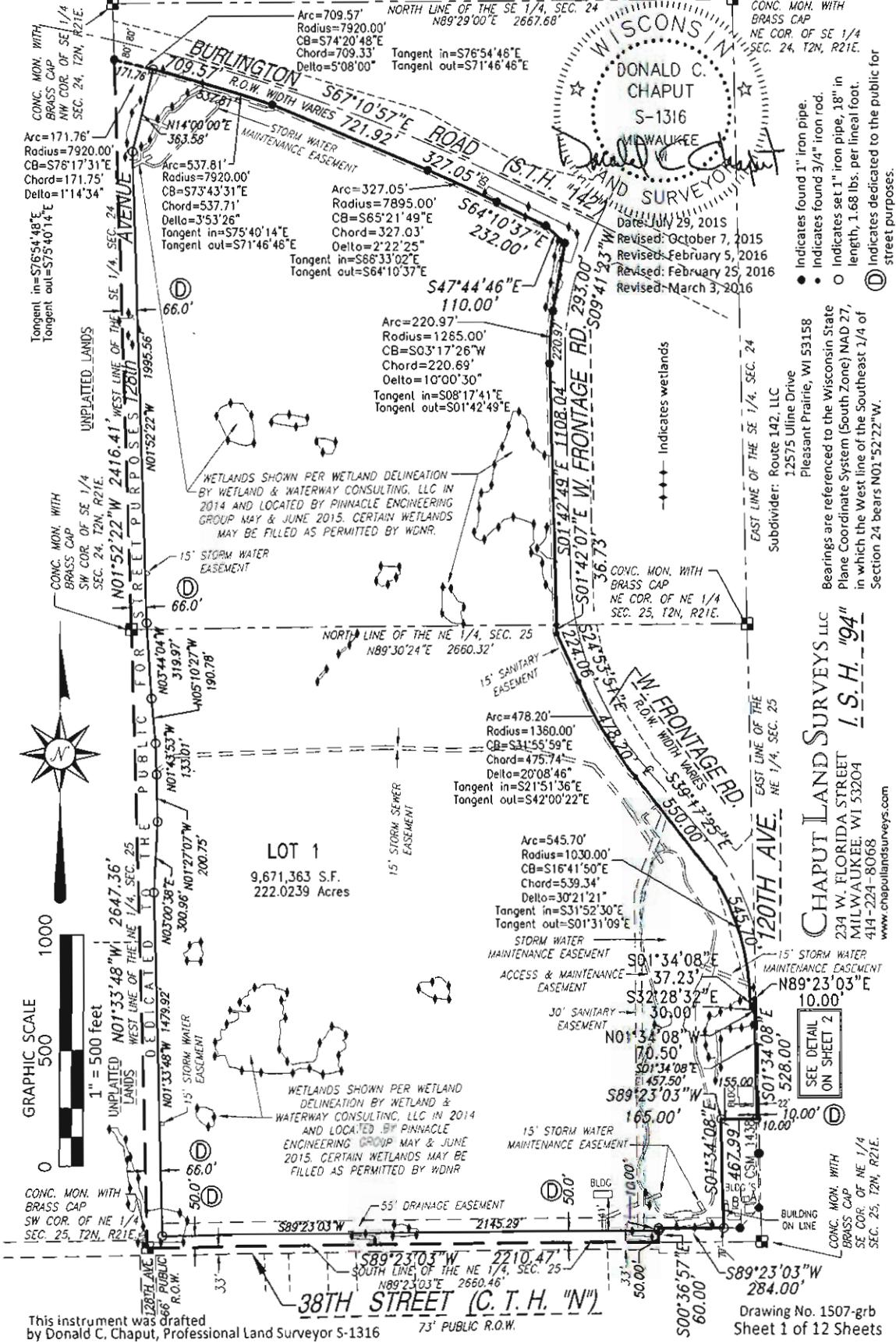
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. _____, recorded with the Kenosha County Register of Deeds on _____, 2016, as Document No. _____ being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, and the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

**EXHIBIT B
CERTIFIED SURVEY MAP**

CERTIFIED SURVEY MAP NO.

A redvision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.



This instrument was drafted by Donald C. Chaput, Professional Land Surveyor S-1316

Drawing No. 1507-grb
Sheet 1 of 12 Sheets

CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

Indicates found 1" iron pipe.
 Indicates found 3/4" iron rod.
 Indicates set 1" iron pipe, 18" in length, 1.68 lbs. per lineal foot.
 Indicates dedicated to the public for street purposes.

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone) NAD 83, in which the West line of the Southeast 1/4 of Section 24 bears N01°52'22"W.

Subdivider: Route 142, LLC
 12575 Uline Drive
 Pleasant Prairie, WI 53158

Revised: October 7, 2015
 Revised: February 5, 2016
 Revised: February 25, 2016
 Revised: March 3, 2016

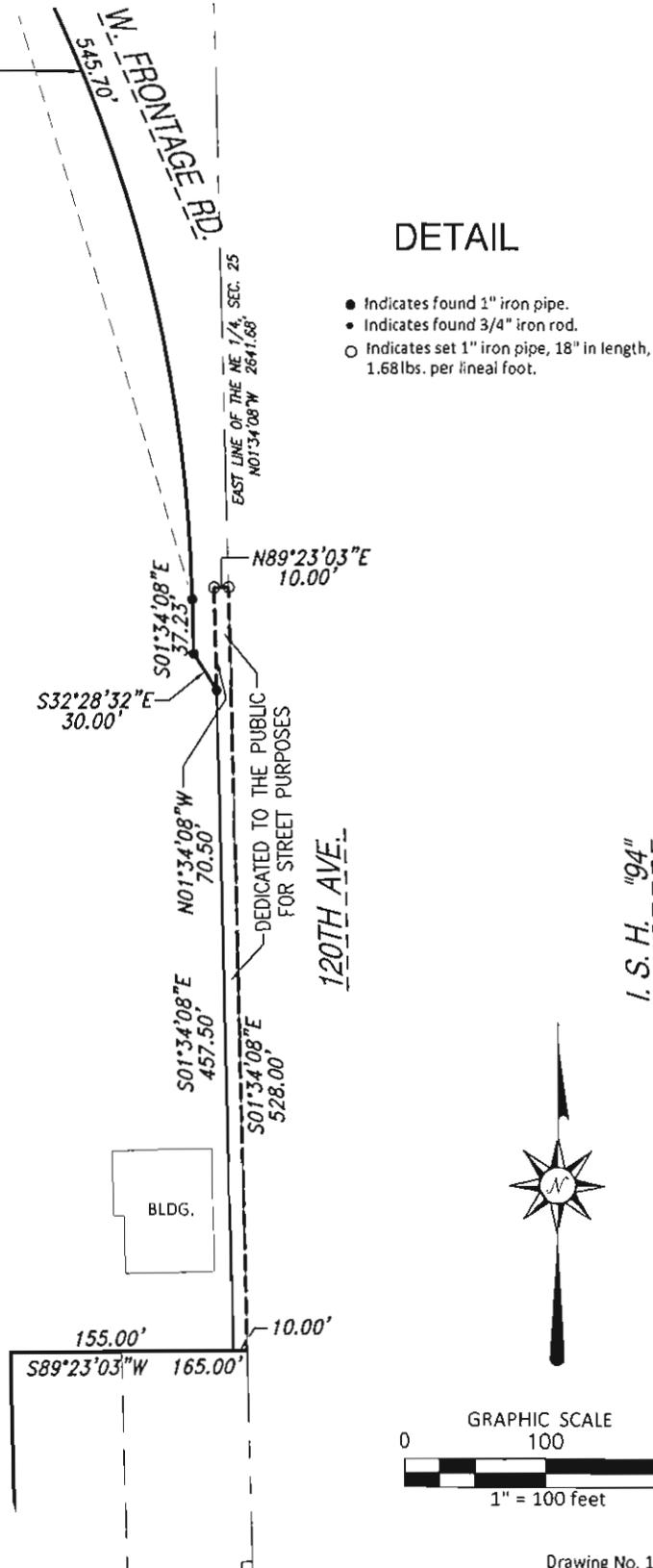
CERTIFIED SURVEY MAP NO. _____

A revision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Arc=545.70'
 Radius=1030.00'
 CB=S16°41'50"E
 Chord=539.34'
 Delta=30°21'21"
 Tangent in=S31°52'30"E
 Tangent out=S01°31'09"E

DETAIL

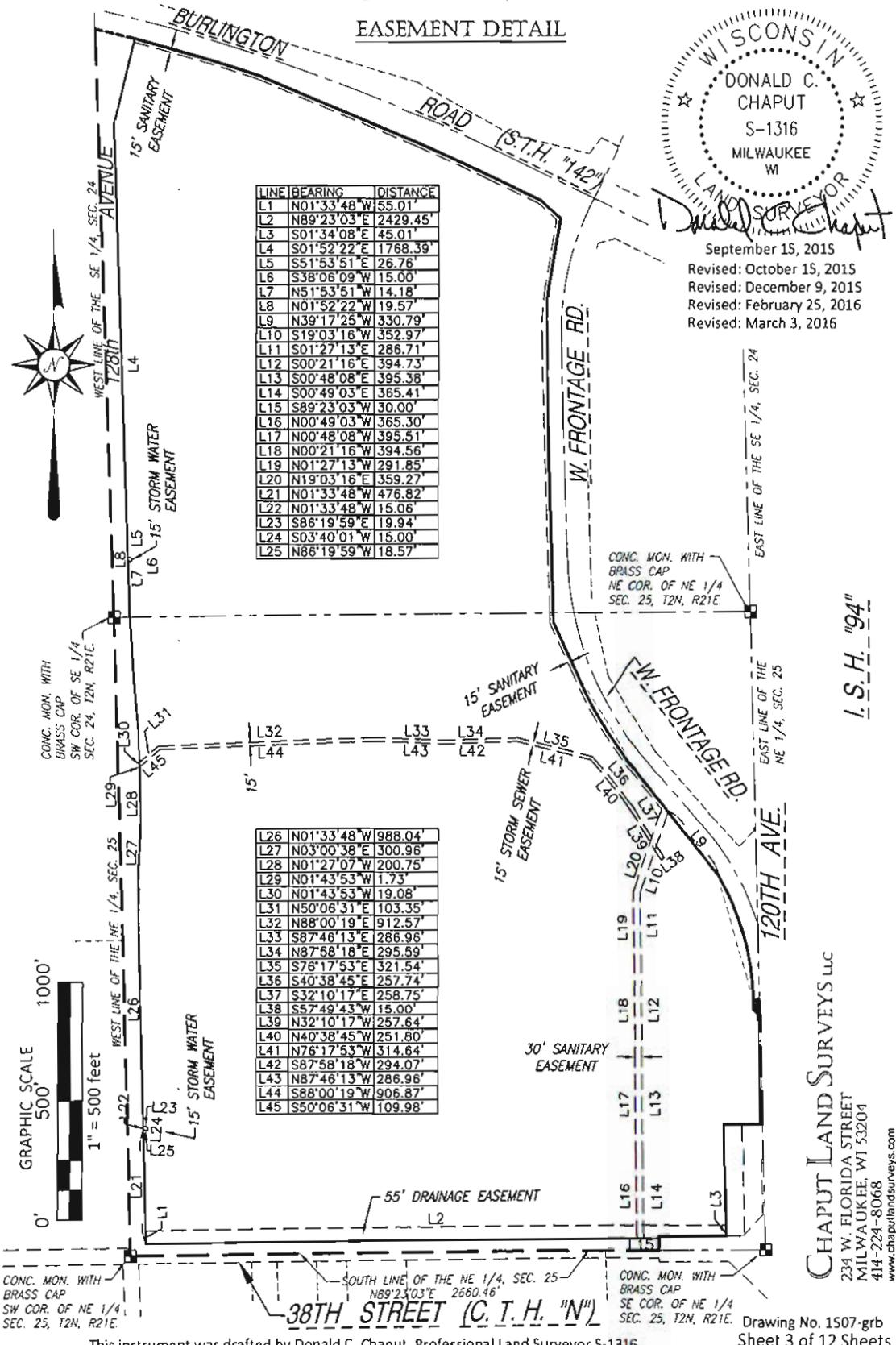
- Indicates found 1" iron pipe.
- Indicates found 3/4" iron rod.
- Indicates set 1" iron pipe, 18" in length, 1.68lbs. per lineal foot.



DONALD C. CHAPUT
 S-1316
 MILWAUKEE
 WI
 LAND SURVEYOR
Donald C. Chaput
 Date: July 29, 2015
 Revised: September 15, 2015
 Revised: February 25, 2016
 Revised: March 3, 2016

CERTIFIED SURVEY MAP NO. _____

A redivision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.



WISCONSIN
 DONALD C. CHAPUT
 S-1316
 MILWAUKEE WI
 LAND SURVEYOR
Donald C. Chaput

September 15, 2015
 Revised: October 15, 2015
 Revised: December 9, 2015
 Revised: February 25, 2016
 Revised: March 3, 2016

LINE	BEARING	DISTANCE
L1	N01°33'48"W	55.01'
L2	N89°23'03"E	2429.46'
L3	S01°34'08"E	45.01'
L4	S01°52'22"E	1768.39'
L5	S51°53'51"E	26.76'
L6	S38°06'09"W	15.00'
L7	N51°53'51"W	14.18'
L8	N01°52'22"W	19.57'
L9	N39°17'25"W	330.79'
L10	S19°03'16"W	352.97'
L11	S01°27'13"E	286.71'
L12	S00°21'16"E	394.73'
L13	S00°48'08"E	395.38'
L14	S00°49'03"E	365.41'
L15	S89°23'03"W	30.00'
L16	N00°49'03"W	365.30'
L17	N00°48'08"W	395.51'
L18	N00°21'16"W	394.56'
L19	N01°27'13"W	291.85'
L20	N19°03'16"E	359.27'
L21	N01°33'48"W	476.82'
L22	N01°33'48"W	15.06'
L23	S86°19'59"E	19.94'
L24	S03°40'01"W	15.00'
L25	N86°19'59"W	18.57'

L26	N01°33'48"W	988.04'
L27	N03°00'38"E	300.96'
L28	N01°27'07"W	200.75'
L29	N01°43'53"W	1.73'
L30	N01°43'53"W	19.08'
L31	N50°06'31"E	103.35'
L32	N88°00'19"E	912.57'
L33	S87°46'13"E	286.96'
L34	N87°58'18"E	295.59'
L35	S76°17'53"E	321.54'
L36	S40°38'45"E	257.74'
L37	S32°10'17"E	258.75'
L38	S57°49'43"W	15.00'
L39	N32°10'17"W	257.64'
L40	N40°38'45"W	251.80'
L41	N76°17'53"W	314.64'
L42	S87°58'18"W	294.07'
L43	N87°46'13"W	286.96'
L44	S88°00'19"W	906.87'
L45	S50°06'31"W	109.98'



CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53201
 414-224-8068
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CERTIFIED SURVEY MAP NO. _____

A redvision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

SEE DETAILS ON SHEET 3 OF 12

SANITARY SEWER EASEMENT - FOR THE BENEFIT OF KENOSHA WATER UTILITY

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 24, thence North 01°52'22" West along the West line of said 1/4 Section 2416.41 feet to a point on the South line of Burlington Road (S.T.H. "142"); thence Southeasterly 171.76 feet along the South line of Burlington Road (S.T.H. "142") and arc of a curve, whose center lies to the Southwest, whose radius is 7920.00 feet and whose chord bears South 76°17'31" East 171.75 feet to the point of beginning; thence Southeasterly 537.81 feet along the South line of Burlington Road (S.T.H. "142") and arc of a curve, whose center lies to the Southwest, whose radius is 7920.00 feet and whose chord bears South 73°43'31" East 537.71 feet to a point; thence South 67°10'57" East along said South line 721.92 feet to a point; thence Southeasterly 327.05 feet along said South line and arc of a curve, whose center lies to the Southwest, whose radius is 7895.00 feet and whose chord bears South 65°21'49" East 327.03 feet to a point; thence South 64°10'37" East along said South line 232.00 feet to a point; thence South 47°44'46" East along said South line 110.00 feet to a point on the West line of the West Frontage Road; thence South 09°41'23" West along said West line 293.00 feet to a point; thence Southwesterly 220.97 feet along said West line and arc of a curve, whose center lies to the East, whose radius is 1265.00 feet and whose chord bears South 03°17'26" West 220.69 feet to a point; thence South 01°42'49" East along said West line 1108.04 feet to a point; thence South 01°42'07" East along said West line 36.73 feet to a point; thence South 24°53'51" East along said West line 224.06 feet to a point; thence Southeasterly 478.20 feet along said West line and arc of a curve, whose center lies to the Northeast, whose radius is 1360.00 feet and whose chord bears South 31°55'59" East 475.74 feet to a point; thence South 39°17'25" East along said West line 219.21 feet to a point; thence South 19°03'16" West 352.97 feet to a point; thence South 01°27'13" East 286.71 feet to a point; thence South 00°21'16" East 394.73 feet to a point; thence South 00°48'08" East 395.38 feet; thence South 00°49'03" East 365.41 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 89°23'03" West along said North line 30.00 feet to a point; thence North 00°49'03" West 365.30 feet to a point; thence North 00°48'08" West 395.51 feet to a point; thence North 00°21'16" West 394.56 feet to a point; thence North 01°27'13" West 291.85 feet to a point; thence North 19°03'16" East 359.27 feet to a point; thence North 39°17'25" West 192.86 feet to a point; thence Northwesterly 482.72 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 1375.00, and whose chord bears North 31°56'02" West 480.24 feet to a point; thence North 24°53'51" West 226.73 feet to a point; thence North 01°42'07" West 39.82 feet to a point; thence North 01°42'49" West 1108.04 feet to a point; thence Northeasterly 223.78 feet along the arc of a curve, whose center lies to the East, whose radius is 1280.00, and whose chord bears North 03°17'41" East 223.49 feet to a point; thence North 09°41'23" East 284.97 feet to a point; thence North 47°44'46" West 99.61 feet to a point; thence North 64°10'37" West 229.83 feet to a point; thence Northwesterly 326.10 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 7880.00 feet and whose chord bears North 65°21'45" West 326.07 feet to a point; thence North 67°10'57" West 721.49 feet to a point; thence Northwesterly 536.11 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 7905.00 feet and whose chord bears North 73°43'38" West 536.01 feet to a point; thence North 14°00'00" East 15.00 feet to the point of beginning.

STORM SEWER EASEMENT - FOR THE BENEFIT OF THE CITY OF KENOSHA

That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northeast 1/4 Section; thence South 01°33'48" East along the West line of said Northeast 1/4 Section 2597.35 feet; thence North 89°23'03" East 66.01 feet to a point; thence North 01°33'48" West 1479.92 feet to a point; thence North 03°00'38" East 300.96 feet to a point; thence North 01°27'07" West 200.75 feet to a point; thence North 01°43'53" West along said West line 1.73 feet to the point of beginning; thence North 01°43'53" West along said West line 19.08 feet to a point; thence North 50°06'31" East 103.35 feet to a point; thence North 88°00'19" East 912.57 feet to a point; thence South 87°46'13" East 286.96 feet to a point; thence North 87°58'18" East 295.59 feet to a point; thence South 76°17'53" East 321.54 feet to a point; thence South 40°38'45" East 257.74 feet to a point; thence South 32°10'17" East 258.75 feet to a point; thence South 57°49'43" West 15.00 feet to a point; thence North 32°10'17" West 257.64 feet to a point; thence North 40°38'45" West 251.80 feet to a point; thence North 76°17'53" West 314.64 feet to a point; thence South 87°58'18" West 294.07 feet to a point; thence North 87°46'13" West 286.96 feet to a point; thence South 88°00'19" West 906.87 feet to a point; thence South 50°06'31" West 109.98 feet to the point of beginning.

STORM WATER EASEMENT - FOR THE BENEFIT OF THE CITY OF KENOSHA

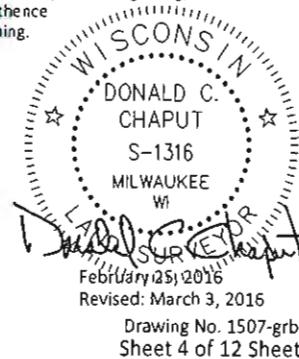
That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Southeast 1/4 Section; thence North 01°52'22" West along the West line of said Northeast 1/4 Section 2020.57 feet to a point; thence North 88°07'38" East 66.00 feet to a point; thence South 01°52'22" East 1768.39 feet to the point of beginning; thence South 51°53'51" East 26.76 feet to a point; thence South 38°06'09" West 15.00 feet to a point; thence North 51°53'51" West 14.18 feet to a point; thence North 01°52'22" West 19.57 feet to the point of beginning.

Also,
That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northeast 1/4 Section; thence South 01°33'48" East along the West line of said Northeast 1/4 Section 2597.35 feet; thence North 89°23'03" East 66.01 feet to a point; thence North 01°33'48" West 476.82 feet to the point of beginning; thence continuing North 01°33'48" West 15.06 feet to a point; thence South 86°19'59" East 19.94 feet to a point; thence South 03°40'01" West 15.00 feet to a point; thence North 86°19'59" West 18.57 feet to the point of beginning.

DRAINAGE EASEMENT - FOR THE BENEFIT OF THE CITY OF KENOSHA

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northeast 1/4 Section; thence South 01°33'48" East along the West line of said Northeast 1/4 Section 2597.35 feet; thence North 89°23'03" East 66.01 feet to the point of beginning; thence North 01°33'48" West 55.01 feet to a point; thence North 89°23'03" East 2429.45 feet to a point; thence South 01°34'08" East 45.01 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 89°23'03" West along said North line 284.00 feet to a point; thence South 00°36'57" East along said North line 10.00 feet to a point; thence South 89°23'03" West 2145.29 feet to the point of beginning.

This instrument was drafted by Donald C. Chaput, Professional Land Surveyor S-1316



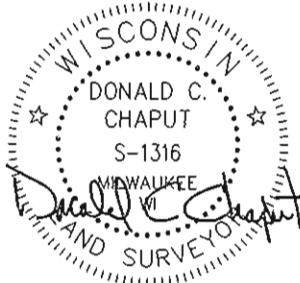
Drawing No. 1507-grb
Sheet 4 of 12 Sheets

CERTIFIED SURVEY MAP NO. _____

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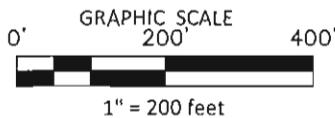
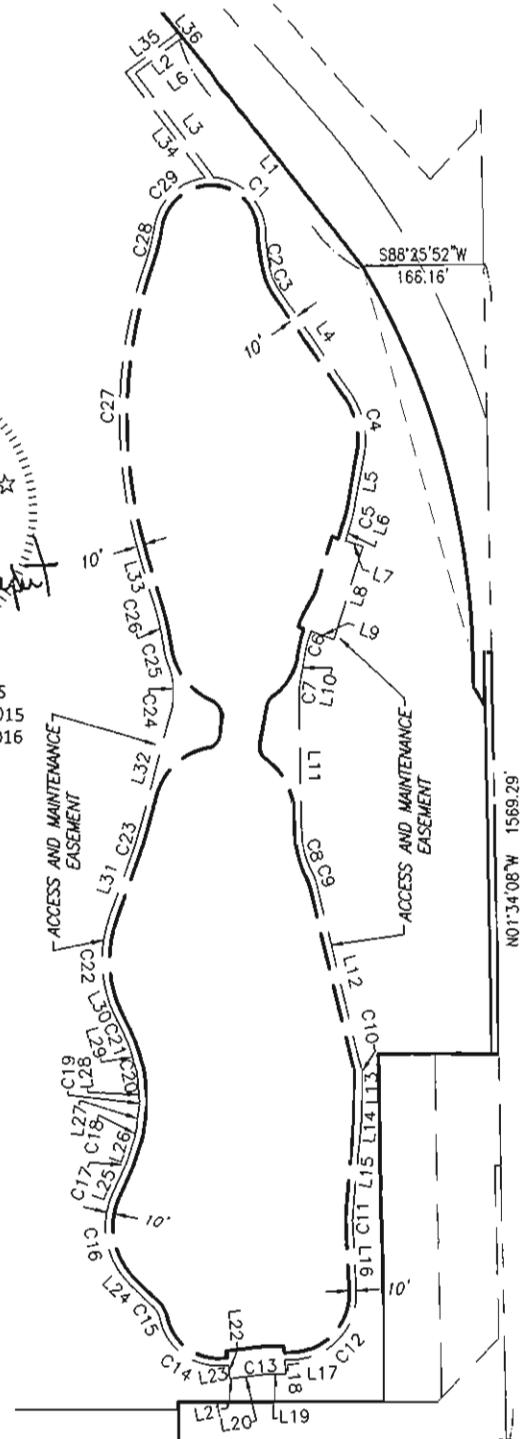
ACCESS & MAINTENANCE EASEMENT DETAIL

LINE	BEARING	DISTANCE
L1	N39°17'25"W	392.01'
L2	S52°37'37"W	78.43'
L3	S37°22'23"E	174.58'
L4	S35°53'20"E	168.15'
L5	S09°55'37"W	62.71'
L6	S17°11'01"W	21.50'
L7	S73°50'42"E	24.94'
L8	S17°20'19"W	129.27'
L9	N71°55'50"W	33.11'
L10	S10°08'28"W	43.76'
L11	S01°44'20"E	173.36'
L12	S14°34'08"E	237.42'
L13	S02°23'43"E	13.77'
L14	S02°44'00"W	45.06'
L15	S04°37'45"W	123.52'
L16	S03°19'43"E	92.27'
L17	S87°20'43"W	12.60'
L18	S05°20'33"E	18.82'
L19	S87°20'43"W	27.86'
L20	S82°42'23"W	35.33'
L21	S79°49'47"W	4.70'
L22	N06°56'18"W	18.83'
L23	S79°49'47"W	2.61'
L24	N46°17'09"W	40.65'
L25	N23°54'30"E	41.32'
L26	N18°02'14"E	32.03'
L27	N06°15'31"E	30.31'
L28	N05°30'30"W	30.96'
L29	N16°12'55"W	16.29'
L30	N27°13'41"W	29.24'
L31	N19°26'29"E	91.91'
L32	N14°47'36"E	161.24'
L33	N17°04'06"W	75.95'
L34	N37°22'23"W	176.40'
L35	N52°37'37"E	88.12'
L36	S39°17'25"E	9.01'



September 15, 2015
 Revised: October 7, 2015
 Revised: December 9, 2015
 Revised: February 25, 2016
 Revised: March 3, 2016

CURVE	ARC	RADIUS	DELTA	CHORD
C1	112.53'	76.00'	84°50'13"	S44°38'32"E 102.53'
C2	62.54'	237.03'	15°07'02"	S09°46'56"E 62.36'
C3	16.15'	70.10'	13°12'10"	S29°17'15"E 16.12'
C4	87.96'	110.00'	45°48'57"	S12°58'52"E 85.64'
C5	30.24'	242.00'	7°09'37"	S13°30'25"W 30.22'
C6	27.15'	140.00'	11°06'35"	S15°41'45"W 27.10'
C7	20.73'	100.00'	11°52'47"	S04°12'04"W 20.70'
C8	56.48'	130.00'	24°53'34"	S14°54'08"E 56.04'
C9	21.86'	98.00'	12°46'46"	S20°57'31"E 21.81'
C10	26.35'	124.00'	12°10'25"	S08°28'56"E 26.30'
C11	6.11'	44.00'	7°57'28"	S00°39'01"W 6.11'
C12	140.85'	89.00'	90°40'26"	S42°00'30"W 126.60'
C13	9.65'	119.20'	4°38'20"	S85°01'33"W 9.65'
C14	120.58'	79.00'	87°27'03"	N56°26'41"W 109.21'
C15	20.30'	34.66'	33°34'00"	N29°30'10"W 20.02'
C16	137.21'	112.00'	70°11'39"	N11°11'19"W 128.79'
C17	5.74'	54.48'	6°01'54"	N21°03'11"E 5.73'
C18	11.05'	52.30'	12°06'22"	N12°18'42"E 11.03'
C19	10.23'	48.48'	12°05'39"	N00°32'20"E 10.21'
C20	9.92'	58.00'	9°47'50"	N11°19'00"W 9.91'
C21	35.16'	188.89'	10°39'58"	N21°53'42"W 35.11'
C22	128.52'	165.52'	44°29'18"	N02°48'10"W 125.32'
C23	30.02'	370.00'	4°38'55"	N17°07'03"E 30.01'
C24	63.37'	100.00'	36°18'37"	N03°21'43"W 62.32'
C25	22.44'	100.00'	12°51'18"	N15°05'22"W 22.39'
C26	54.29'	370.00'	8°24'23"	N12°51'55"W 54.24'
C27	395.21'	624.28'	36°16'17"	N01°04'02"E 388.64'
C28	46.24'	238.65'	11°06'03"	N13°39'10"E 46.16'
C29	100.21'	76.00'	75°32'50"	N45°52'33"E 93.11'



This instrument was drafted by Donald C. Chaput
 Professional Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC

234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

Drawing No. 1507-grb
 Sheet 5 of 12 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

SEE DETAILS ON SHEET 5 OF 12

ACCESS & MAINTENANCE EASEMENT - FOR THE BENEFIT OF THE CITY OF KENOSHA

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 25, thence North 01°34'08" West along the East line of said 1/4 Section 1569.25 feet to a point; thence South 88°25'52" West 166.16 feet to a point of curve along the West Frontage Road, thence North 39°17'25" West along the West right of way of said West Frontage Road 392.01 feet to the point of beginning; thence South 52°37'37" West 78.43 feet to a point; thence South 37°22'23" East 174.58 feet to a point; thence along an arc of a curve 112.53 feet, whose center lies to the Southwesterly whose radius is 76.00 feet, and whose chord bears South 44°38'32" East 102.53 feet to a point; thence with a reverse curve 62.54 feet, whose center lies to the East whose radius is 237.03 feet, and whose chord bears South 09°46'56" East 62.36 feet to a point; thence with a compound curve 16.15 feet, whose center lies to the Northeasterly whose radius is 70.10 feet, and whose chord bears South 29°17'15" East 16.12 feet to a point; thence South 35°53'20" East 168.15 feet to a point; thence along an arc of a curve 87.96 feet, whose center lies to the West whose radius is 110.00 feet, and whose chord bears South 12°58'52" East 85.64 feet to a point; thence South 09°55'37" West 62.71 feet to a point; thence along an arc of a curve 30.24 feet, whose center lies to the West whose radius is 242.00 feet, and whose chord bears South 13°30'25" West 30.22 feet to a point; thence South 17°11'01" West 21.50 feet to a point; thence South 73°50'42" East 24.94 feet to a point; thence South 17°20'19" West 129.27 feet to a point; thence North 71°55'50" West 33.11 feet to a point; thence along an arc of a curve 27.15 feet, whose center lies to the East whose radius is 140.00 feet, and whose chord bears South 15°41'45" West 27.10 feet to a point; thence South 10°08'28" West 43.76 feet to a point; thence along an arc of a curve 20.73 feet, whose center lies to the East whose radius is 100.00 feet, and whose chord bears South 04°12'04" West 20.70 feet to a point; thence South 01°44'20" East 173.36 feet to a point; thence along an arc of a curve 56.48 feet, whose center lies to the East whose radius is 130.00 feet, and whose chord bears South 14°S4'08" East 56.04 feet to a point; thence with a reverse curve 21.86 feet, whose center lies to the West whose radius is 98.00 feet, and whose chord bears South 20°57'31" East 21.81 feet to a point; thence South 14°34'08" East 237.42 feet to a point; thence along an arc of a curve 26.35 feet, whose center lies to the West whose radius is 124.00 feet, and whose chord bears South 08°28'56" East 26.30 feet to a point; thence South 02°23'43" East 13.77 feet to a point; thence South 02°44'00" West 45.06 feet to a point; thence South 04°37'45" West 123.52 feet to a point; thence along an arc of a curve 6.11 feet, whose center lies to the East whose radius is 44.00 feet, and whose chord bears South 00°39'01" West 6.11 feet to a point; thence South 03°19'43" East 92.27 feet to a point; thence along an arc of a curve 140.85 feet, whose center lies to the Northwesterly whose radius is 89.00 feet, and whose chord bears South 42°00'30" West 126.60 feet to a point; thence South 87°20'43" West 12.60 feet to a point; thence South 05°20'33" East 18.82 feet to a point; thence South 87°20'43" West 27.86 feet to a point; thence along an arc of a curve 9.65 feet, whose center lies to the South whose radius is 119.20 feet, and whose chord bears South 85°01'33" West 9.65 feet to a point; thence South 82°42'23" West 35.33 feet to a point; thence South 79°49'47" West 4.70 feet to a point; thence North 06°56'18" West 18.83 feet to a point; thence South 79°49'47" West 2.61 feet to a point; thence along an arc of a curve 120.58 feet, whose center lies to the Northeasterly whose radius is 79.00 feet, and whose chord bears North 56°26'41" West 109.21 feet to a point; thence with a reverse curve along an arc of a curve 20.30 feet, whose center lies to the Southwesterly whose radius is 34.66 feet, and whose chord bears North 29°30'10" West 20.02 feet to a point; thence North 46°17'09" West 40.65 feet to a point; thence along an arc of a curve 137.21 feet, whose center lies to the East whose radius is 112.00 feet, and whose chord bears North 11°11'20" West 128.79 feet to a point; thence North 23°54'30" East 41.62 feet to a point; thence along an arc of a curve 5.74 feet, whose center lies to the West whose radius is 54.48 feet, and whose chord bears North 20°53'33" East 5.73 feet to a point; thence North 18°02'14" East 32.03 feet to a point; thence along an arc of a curve 11.05 feet, whose center lies to the West whose radius is 52.30 feet, and whose chord bears North 12°18'42" East 11.03 feet to a point; thence North 06°15'31" East 30.31 feet to a point; thence along an arc of a curve 10.23 feet, whose center lies to the West whose radius is 48.48 feet, and whose chord bears North 00°32'20" East 10.21 feet to a point; thence North 05°30'30" West 30.96 feet to a point; thence along an arc of a curve 9.92 feet, whose center lies to the West whose radius is 58.00 feet, and whose chord bears North 11°19'00" West 9.91 feet to a point; thence North 16°12'55" West 16.29 feet to a point; thence along an arc of a curve 35.16 feet, whose center lies to the West whose radius is 188.89 feet, and whose chord bears North 21°53'42" West 35.11 feet to a point; thence North 27°13'41" West 29.24 feet to a point; thence along an arc of a curve 128.52 feet, whose center lies to the East whose radius is 165.52 feet, and whose chord bears North 02°48'10" West 125.32 feet to a point; thence North 19°26'29" East 91.91 feet to a point; thence along an arc of a curve 30.02 feet, whose center lies to the West whose radius is 370.00 feet, and whose chord bears North 17°07'03" East 30.01 feet to a point; thence North 14°47'36" East 161.24 feet to a point; thence along an arc of a curve 63.37 feet, whose center lies to the West whose radius is 100.00 feet, and whose chord bears North 03°21'43" West 62.32 feet to a point; thence with a reverse curve 22.44 feet, whose center lies to the East whose radius is 100.00 feet, and whose chord bears North 15°05'22" West 22.39 feet to a point; thence with a reverse curve 54.29 feet, whose center lies to the West whose radius is 370.00 feet, and whose chord bears North 12°51'55" West 54.24 feet to a point; thence North 17°04'06" West 75.95 feet to a point; thence along an arc of a curve 395.21 feet, whose center lies to the East whose radius is 624.28 feet, and whose chord bears North 01°04'02" East 388.64 feet to a point; thence with a reverse curve along an arc of a curve 46.24 feet, whose center lies to the West whose radius is 238.65 feet, and whose chord bears North 13°39'10" East 46.16 feet to a point; thence with a reverse curve 100.21 feet, whose center lies to the Southeasterly whose radius is 76.00 feet, and whose chord bears North 45°52'33" East 93.11 feet to a point; thence North 37°22'23" West 176.40 feet to a point; thence North 52°37'37" East 88.12 feet to a point; thence South 39°17'25" East 9.01 feet to the point of beginning.

Excepting therefrom lands described in Storm Water Maintenance Easement.



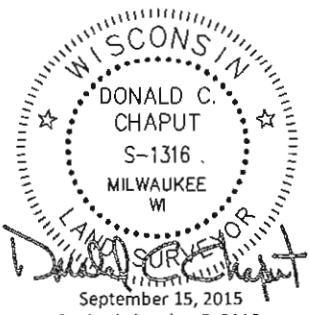
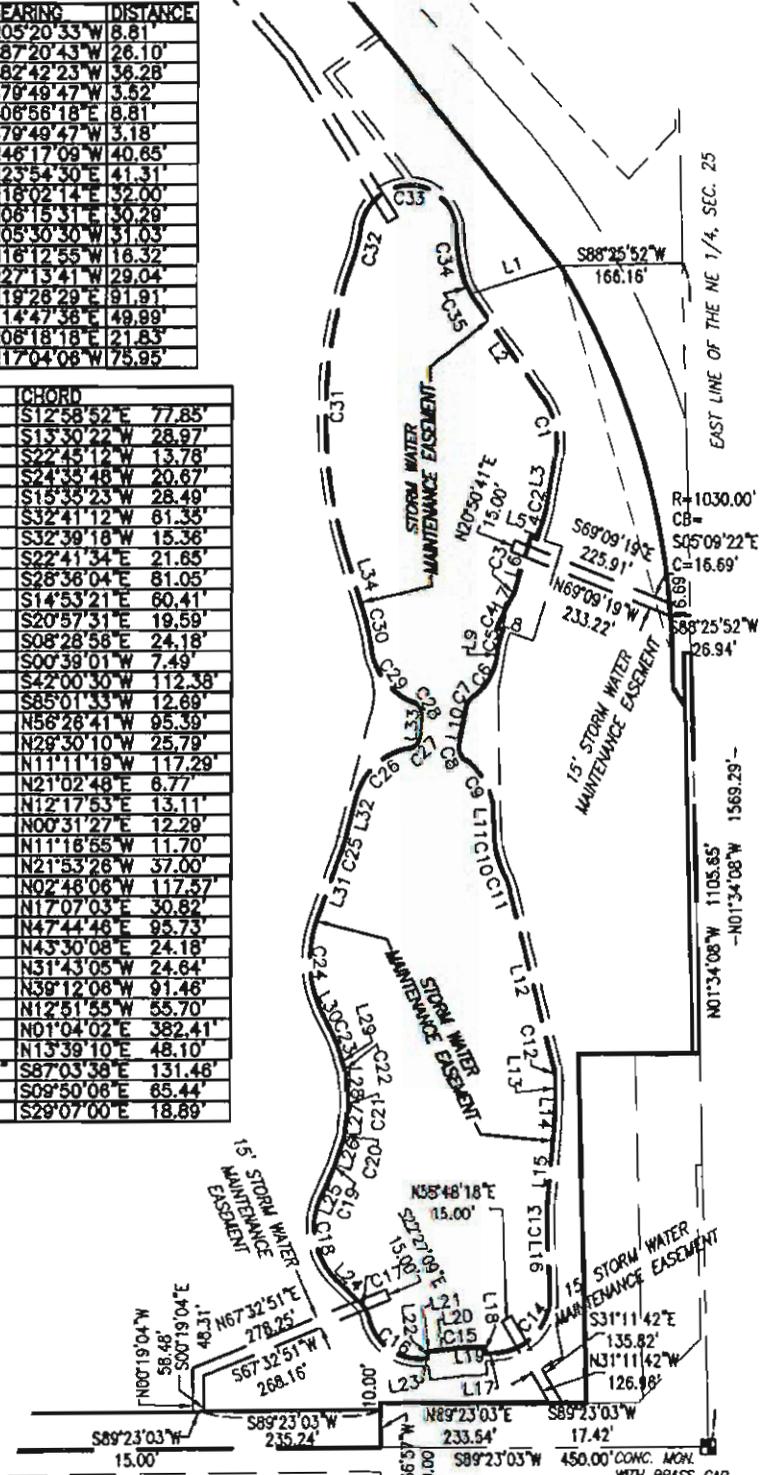
CERTIFIED SURVEY MAP NO. _____

A redivision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

STORM WATER MAINTENANCE EASEMENT DETAIL

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S73°02'09" W	127.73'	L18	N05°20'33" W	8.81'
L2	S35°53'20" E	168.15'	L19	S87°20'43" W	26.10'
L3	S09°55'37" W	82.71'	L20	S82°42'23" W	36.28'
L4	S17°11'01" W	21.88'	L21	S78°49'47" W	3.52'
L5	N73°50'45" W	9.00'	L22	S06°56'18" E	8.81'
L6	S17°11'01" W	70.42'	L23	S78°49'47" W	3.18'
L7	S28°19'23" W	23.49'	L24	N46°17'09" W	40.65'
L8	S71°55'50" E	9.01'	L25	N23°54'30" E	41.31'
L9	S10°08'28" W	10.00'	L26	N18°02'14" E	32.00'
L10	S10°04'40" W	50.36'	L27	N06°15'31" E	30.29'
L11	S01°44'20" E	24.01'	L28	N05°30'30" W	31.03'
L12	S14°34'08" E	237.42'	L29	N16°12'55" W	16.32'
L13	S02°23'43" E	13.32'	L30	N27°13'41" W	29.04'
L14	S02°44'00" W	44.44'	L31	N19°28'29" E	91.91'
L15	S04°37'45" W	123.35'	L32	N14°47'38" E	49.99'
L16	S03°19'43" E	92.27'	L33	N06°18'18" E	21.83'
L17	S87°20'43" W	13.07'	L34	N17°04'08" W	75.95'

CURVE	ARC	RADIUS	DELTA	CHORD
C1	79.96'	100.00'	45°48'57"	S12°58'52" E 77.85'
C2	28.98'	232.00'	7°09'29"	S13°30'22" W 28.97'
C3	13.80'	71.00'	11°08'22"	S22°45'12" W 13.78'
C4	20.88'	159.00'	7°27'10"	S24°35'48" W 20.67'
C5	28.53'	150.00'	10°53'51"	S15°35'23" W 28.49'
C6	82.96'	80.00'	45°05'28"	S32°41'12" W 61.35'
C7	15.76'	20.00'	45°09'15"	S32°39'18" W 15.36'
C8	22.88'	20.00'	65°32'28"	S22°41'34" E 21.85'
C9	84.09'	89.68'	53°43'28"	S28°36'04" E 81.05'
C10	60.89'	140.00'	24°55'08"	S14°53'21" E 60.41'
C11	19.83'	88.00'	12°46'46"	S20°57'31" E 19.59'
C12	24.22'	114.00'	12°10'25"	S08°28'58" E 24.18'
C13	7.50'	54.00'	7°57'28"	S00°39'01" W 7.49'
C14	125.02'	79.00'	90°40'28"	S42°00'30" W 112.38'
C15	12.70'	158.80'	4°38'20"	S85°01'33" W 12.89'
C16	105.32'	89.00'	87°27'03"	N56°28'41" W 95.39'
C17	26.16'	44.86'	33°34'00"	N28°30'10" W 25.79'
C18	124.96'	102.00'	70°11'39"	N11°11'19" W 117.29'
C19	6.77'	64.48'	6°01'07"	N21°02'48" E 6.77'
C20	13.13'	62.30'	12°04'43"	N12°17'53" E 13.11'
C21	12.31'	58.48'	12°03'54"	N00°31'27" E 12.29'
C22	11.71'	68.00'	9°52'00"	N11°18'55" W 11.70'
C23	37.05'	198.89'	10°40'30"	N21°53'26" W 37.00'
C24	120.57'	155.52'	44°25'09"	N02°48'06" W 117.57'
C25	30.83'	380.00'	4°38'55"	N17°07'03" E 30.82'
C26	101.22'	88.00'	65°54'20"	N47°44'46" E 95.73'
C27	25.97'	20.00'	74°23'37"	N43°30'08" E 24.18'
C28	26.55'	20.00'	78°02'46"	N31°43'05" W 24.64'
C29	85.94'	90.00'	61°04'45"	N39°12'08" W 91.46'
C30	55.75'	380.00'	8°24'23"	N12°51'55" W 55.70'
C31	388.88'	614.28'	36°16'17"	N01°04'02" E 382.41'
C32	48.17'	248.85'	11°06'03"	N13°39'10" E 48.10'
C33	195.45'	68.00'	169°40'27"	S87°03'38" E 131.46'
C34	65.83'	247.03'	15°13'23"	S09°50'08" E 65.44'
C35	18.94'	80.10'	13°32'40"	S29°07'00" E 18.89'



September 15, 2015
 Revised: October 7, 2015
 Revised: December 9, 2015
 Revised: February 5, 2016
 Revised: February 25, 2016
 Revised: March 3, 2016

This instrument was drafted by Donald C. Chaput
 Professional Land Surveyor S-1316

38TH STREET
 (C. T. H. "N")

CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53201
 414-224-8068
 www.chaputlandsurveys.com

Drawing No. 1507-grb
 Sheet 7 of 12 Sheets

CERTIFIED SURVEY MAP NO. _____

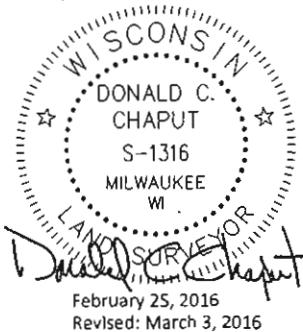
A revision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

SEE DETAILS ON SHEET 7 OF 12

STORM WATER MAINTENANCE EASEMENT - FOR THE BENEFIT OF THE CITY OF KENOSHA

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 25, thence North 01°34'08" West along the East line of said 1/4 Section 1569.25 feet to a point; thence South 88°25'52" West 166.16 feet to a point of curve on the West Frontage Road thence South 73°02'09" West 127.73 feet to the point of beginning; thence South 35°53'20" East 168.15 feet to a point; thence along an arc of a curve 79.96 feet, whose center lies to the West whose radius is 100.00 feet, and whose chord bears South 12°58'52" East 77.85 feet to a point; thence South 09°55'37" West 62.71 feet to a point; thence along an arc of a curve 28.98 feet, whose center lies to the West whose radius is 232.00 feet, and whose chord bears South 13°30'22" West 28.97 feet to a point; thence South 17°11'01" West 21.68 feet to a point; thence North 73°50'45" West 9.00 feet to a point; thence South 17°11'01" West 70.42 feet to a point; thence along an arc of a curve 13.80 feet, whose center lies to the Northwesterly whose radius is 71.00 feet, and whose chord bears South 22°45'12" West 13.78 feet to a point; thence South 28°19'23" West 23.49 feet to a point; thence along an arc of a curve 20.68 feet, whose center lies to the Southeasterly whose radius is 159.00 feet, and whose chord bears South 24°35'48" West 20.67 feet to a point; thence South 71°55'50" East 9.01 feet to a point; thence along an arc of a curve 28.53 feet, whose center lies to the East whose radius is 150.00 feet, and whose chord bears South 15°35'23" West 28.49 feet to a point; thence South 10°08'28" West 10.00 feet to a point; thence along an arc of a curve 62.96 feet, whose center lies to the Northwesterly whose radius is 80.00 feet, and whose chord bears South 32°41'12" West 61.35 feet to a point; thence along an arc of a curve 15.76 feet, whose center lies to the Southeasterly whose radius is 20.00 feet, and whose chord bears South 32°39'18" West 15.36 feet to a point; thence South 10°04'40" East 24.01 feet to a point; thence along an arc of a curve 22.88 feet, whose center lies to the Northeasterly whose radius is 20.00 feet, and whose chord bears South 22°41'34" East 21.65 feet to a point; thence with a reverse curve along an arc of a curve 84.09 feet, whose center lies to the Southwesterly whose radius is 89.68 feet, and whose chord bears South 28°36'04" East 81.05 feet to a point; thence South 01°44'20" East 24.01 feet to a point; thence along an arc of a curve 60.89 feet, whose center lies to the East whose radius is 140.00 feet, and whose chord bears South 14°53'21" East 60.41 feet to a point; thence with a reverse curve along an arc of a curve 19.63 feet, whose center lies to the West whose radius is 88.00 feet, and whose chord bears South 20°57'31" East 19.59 feet to a point; thence South 14°34'08" East 237.42 feet to a point; thence along an arc of a curve 24.22 feet, whose center lies to the West whose radius is 114.00 feet, and whose chord bears South 08°28'56" East 24.18 feet to a point; thence South 02°23'43" East 13.32 feet to a point; thence South 02°44'00" West 44.44 feet to a point; thence South 04°37'45" West 123.35 feet to a point; thence along an arc of a curve 7.50 feet, whose center lies to the East whose radius is 54.00 feet, and whose chord bears South 00°39'01" West 7.49 feet to a point; thence South 03°19'43" East 92.27 feet to a point; thence along an arc of a curve 125.02 feet, whose center lies to the Northwesterly whose radius is 79.00 feet, and whose chord bears South 42°00'30" West 112.38 feet to a point; thence South 87°20'43" West 13.07 feet to a point; thence North 05°20'33" West 8.81 feet to a point; thence South 87°20'43" West 26.10 feet to a point; thence along an arc of a curve 12.70 feet, whose center lies to the South whose radius is 156.80 feet, and whose chord bears South 85°01'33" West 12.69 feet to a point; thence South 82°42'23" West 36.28 feet to a point; thence South 79°49'47" West 3.52 feet to a point; thence South 06°56'18" East 8.81 feet to a point; thence South 79°49'47" West 3.18 feet to a point; thence along an arc of a curve 105.32 feet, whose center lies to the Northeasterly whose radius is 69.00 feet, and whose chord bears North 56°26'41" West 95.39 feet to a point; thence with a reverse curve 26.16 feet, whose center lies to the Southwesterly whose radius is 44.66 feet, and whose chord bears North 29°30'10" West 25.79 feet to a point; thence North 46°17'09" West 40.65 feet to a point; thence along an arc of a curve 124.96 feet, whose center lies to the East whose radius is 102.00 feet, and whose chord bears North 11°11'19" West 117.29 feet to a point; thence North 23°54'30" East 41.31 feet to a point; thence along an arc of a curve 6.77 feet, whose center lies to the West whose radius is 64.48 feet, and whose chord bears North 21°02'48" East 6.77 feet to a point; thence North 18°02'14" East 32.00 feet to a point; thence along an arc of a curve 13.13 feet, whose center lies to the West whose radius is 62.30 feet, and whose chord bears North 12°17'53" East 13.11 feet to a point; thence North 06°15'31" East 30.29 feet to a point; thence along an arc of a curve 12.31 feet, whose center lies to the West whose radius is 58.48 feet, and whose chord bears North 00°31'27" East 12.29 feet to a point; thence North 05°30'30" West 31.03 feet to a point; thence along an arc of a curve 11.71 feet, whose center lies to the West whose radius is 68.00 feet, and whose chord bears North 11°16'55" West 11.70 feet to a point; thence North 16°12'55" West 16.32 feet to a point; thence along an arc of a curve 37.05 feet, whose center lies to the West whose radius is 198.89 feet, and whose chord bears North 21°53'26" West 37.00 feet to a point; thence North 27°13'41" West 29.04 feet to a point; thence along an arc of a curve 120.57 feet, whose center lies to the East whose radius is 155.52 feet, and whose chord bears North 02°46'06" West 117.57 feet to a point; thence North 19°26'29" East 91.91 feet to a point; thence along an arc of a curve 30.83 feet, whose center lies to the West whose radius is 380.00 feet, and whose chord bears North 17°07'03" East 30.82 feet to a point; thence North 14°47'36" East 49.99 feet to a point; thence along an arc of a curve 101.22 feet, whose center lies to the Southeasterly whose radius is 88.00 feet, and whose chord bears North 47°44'46" East 95.73 feet to a point; thence with a reverse curve 25.97 feet, whose center lies to the Northwesterly whose radius is 20.00 feet, and whose chord bears North 43°30'08" East 24.18 feet to a point; thence North 06°18'18" East 21.83 feet to a point; thence along an arc of a curve 26.55 feet, whose center lies to the Southwesterly whose radius is 20.00 feet, and whose chord bears North 31°43'05" West 24.64 feet to a point; thence with a reverse curve 95.94 feet, whose center lies to the Northeasterly whose radius is 90.00 feet, and whose chord bears North 39°12'06" West 91.46 feet to a point; thence with a reverse curve 55.75 feet, whose center lies to the West whose radius is 380.00 feet, and whose chord bears North 12°51'55" West 55.70 feet to a point; thence North 17°04'06" West 75.95 feet to a point; thence along an arc of a curve 388.88 feet, whose center lies to the East whose radius is 614.28 feet, and whose chord bears North 01°04'02" East 382.41 feet to a point; thence with a reverse curve 48.17 feet, whose center lies to the West whose radius is 248.65 feet, and whose chord bears North 13°39'10" East 48.10 feet to a point; thence with a reverse curve 195.45 feet, whose center lies to the South whose radius is 66.00 feet, and whose chord bears South 87°03'38" East 131.46 feet to a point; thence with a reverse curve 65.63 feet, whose center lies to the East whose radius is 247.03 feet, and whose chord bears South 09°50'06" East 65.44 feet to a point; thence with a compound curve 18.94 feet, whose center lies to the Northeasterly whose radius is 80.10 feet, and whose chord bears South 29°07'00" East 18.89 feet to the point of beginning.



CERTIFIED SURVEY MAP NO. _____

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SEE DETAILS ON SHEET 7 OF 12

STORM WATER MAINTENANCE EASEMENT - FOR THE BENEFIT OF THE CITY OF KENOSHA

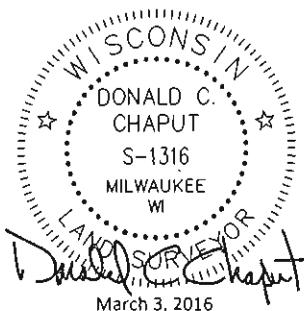
That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of the Northeast 1/4 of Section 25; thence South 89°23'03" West along the South line of the Northeast 1/4 a distance of 450.00 feet to a point; thence North 00°36'57" West 50.00 feet to a point on the South line of a proposed Certified Survey Map; thence South 89°23'03" West along said South line 235.24 feet to the point of beginning; thence continuing South 89°23'03" West along said South line 15.00 feet to a point; thence North 00°19'04" West 58.48 feet to a point; thence North 67°32'51" East 278.25 feet to a point; thence South 22°27'09" East 15.00 feet to a point; thence South 67°32'51" West 268.16 feet to a point; thence South 00°19'04" East 48.31 feet to the point of beginning.

ALSO,

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of the Northeast 1/4 of Section 25; thence South 89°23'03" West along the South line of the Northeast 1/4 a distance of 450.00 feet to a point; thence North 00°36'57" West 60.00 feet to a point on the North line of 38th Street, C.T.H. "N"; thence North 89°23'03" East along said North line 233.54 feet to the point of beginning; thence North 31°11'42" West 126.96 feet to a point; thence North 58°48'18" East 15.00 feet to a point; thence South 31°11'42" East 135.82 feet to the said North line; thence South 89°23'03" West along said North line 17.42 feet to the point of beginning.

ALSO,

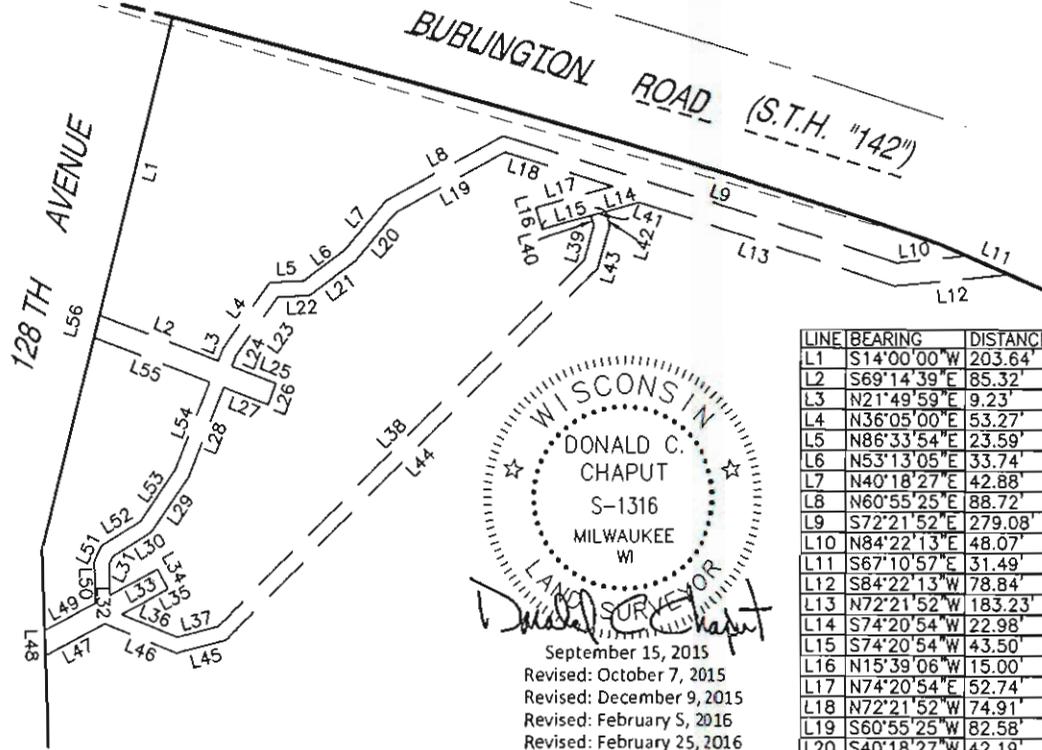
That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of the Northeast 1/4 of Section 25; thence North 01°34'08" West along the East line of said Northeast 1/4 Section 1105.65 feet to a point; thence South 88°25'52" West 26.94 feet to the point of beginning; thence North 69°09'19" West 233.22 feet to the point; thence North 20°50'41" East 15.00 feet to a point; thence South 69°09'19" East 225.91 feet to a point on the West line of the West Frontage Road and the arc of a curve; thence 16.69 feet along the arc of a curve with its center to the Southwest having a radius of 1030.00 feet and bearing South 05°09'22" East 16.69 feet to the point of beginning.



CERTIFIED SURVEY MAP NO. _____

A redivision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

STORM WATER MAINTENANCE EASEMENT DETAIL



LINE	BEARING	DISTANCE
L1	S14°00'00"W	203.64'
L2	S69°14'39"E	85.32'
L3	N21°49'59"E	9.23'
L4	N36°05'00"E	53.27'
L5	N86°33'54"E	23.59'
L6	N53°13'05"E	33.74'
L7	N40°18'27"E	42.88'
L8	N60°55'25"E	88.72'
L9	S72°21'52"E	279.08'
L10	N84°22'13"E	48.07'
L11	S67°10'57"E	31.49'
L12	S84°22'13"W	78.84'
L13	N72°21'52"W	183.23'
L14	S74°20'54"W	22.98'
L15	S74°20'54"W	43.50'
L16	N15°39'06"W	15.00'
L17	N74°20'54"E	52.74'
L18	N72°21'52"W	74.91'
L19	S60°55'25"W	82.58'
L20	S40°18'27"W	42.19'
L21	S53°13'05"W	37.87'
L22	S86°33'54"W	21.87'
L23	S36°05'00"W	47.31'
L24	S21°49'59"W	7.79'
L25	S69°14'39"E	31.84'
L26	S20°45'21"W	15.00'
L27	N69°14'39"W	32.12'
L28	S21°49'59"W	63.68'
L29	S34°30'18"W	44.44'
L30	S58°38'03"W	30.05'
L31	S26°27'41"W	5.81'
L32	S01°27'42"E	20.50'
L33	N61°53'26"E	36.25'
L34	S28°06'34"E	15.00'
L35	S61°53'26"W	35.28'
L36	S67°36'05"E	40.28'
L37	N75°18'14"E	28.59'
L38	N45°18'14"E	343.34'
L39	N15°33'18"E	24.02'
L40	N15°39'06"W	6.92'
L41	N74°20'54"E	10.00'
L42	S15°39'06"E	9.72'
L43	S15°33'18"W	29.47'
L44	S45°18'14"W	348.68'
L45	S75°18'14"W	34.63'
L46	N67°36'05"W	51.88'
L47	S61°53'26"W	45.21'
L48	N01°52'22"W	16.72'
L49	N61°53'26"E	38.62'
L50	N01°27'42"W	28.00'
L51	N26°27'41"E	11.18'
L52	N58°38'03"E	30.80'
L53	N34°30'18"E	41.19'
L54	N21°49'59"E	62.38'
L55	N69°14'39"W	83.26'
L56	N14°00'00"E	15.10'

STORM WATER MAINTENANCE EASEMENT - FOR THE BENEFIT OF THE CITY OF KENOSHA
 That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:
 Commencing at the Southwest corner of the Southeast 1/4 of Section 24, thence North 01°52'22" West along the West line of said 1/4 Section 2370.28 feet to a point; thence North 88°07'38" East 165.44 feet; thence South 14°00'00" West 203.64 feet to the point of beginning; thence South 69°14'39" East 85.32 feet to a point; thence North 21°49'59" East 9.23 feet to a point; thence North 36°05'00" East 53.27 feet to a point; thence North 86°33'54" East 23.59 feet to a point; thence North 53°13'05" East 33.74 feet; thence North 40°18'27" East 42.88 feet to a point; thence North 60°55'25" East 88.72 feet to a point; thence South 72°21'52" East 279.08 feet to a point; thence North 84°22'13" East 48.07 feet to a point; thence South 67°10'57" East 31.49 feet to a point; thence South 84°22'13" West 78.84 feet to a point; thence North 72°21'52" West 183.23 feet to a point; thence South 74°20'54" West 22.98 feet to a point; thence South 74°20'54" West 43.50 feet to a point; thence North 15°39'06" West 15.00 feet to a point; thence North 74°20'54" East 52.74 feet to a point; thence North 72°21'52" West 74.91 feet to a point; thence South 60°55'25" West 82.58 feet to a point; thence South 40°18'27" West 42.19 feet to a point; thence South 53°13'05" West 37.87 feet to a point; thence South 86°33'54" West 21.87 feet to a point; thence South 36°05'00" West 47.31 feet to a point; thence South 21°49'59" West 7.79 feet to a point; thence North 69°14'39" West 32.12 feet to a point; thence South 21°49'59" West 63.68 feet to a point; thence South 34°30'18" West 44.44 feet to a point; thence South 58°38'03" West 30.05 feet to a point; thence South 26°27'41" West 5.81 feet to a point; thence South 01°27'42" East 20.50 feet to a point; thence North 61°53'26" East 36.25 feet to a point; thence South 28°06'34" East 15.00 feet to a point; thence South 61°53'26" West 35.28 feet to a point; thence South 67°36'05" East 40.28 feet to a point; thence North 75°18'14" East 28.59 feet to a point; thence North 45°18'14" East 343.34 feet to a point; thence North 15°33'18" East 24.02 feet to a point; thence North 15°39'06" West 6.92 feet to a point; thence North 74°20'54" East 10.00 feet to a point; thence South 15°39'06" East 9.72 feet to a point; thence South 15°33'18" West 29.47 feet to a point; thence South 45°18'14" West 348.68 feet to a point; thence South 75°18'14" West 34.63 feet to a point; thence North 67°36'05" West 51.88 feet to a point; thence South 61°53'26" West 45.21 feet to a point; thence North 01°52'22" West 16.72 feet to a point; thence North 61°53'26" East 38.62 feet to a point; thence North 01°27'42" West 28.00 feet to a point; thence North 26°27'41" East 11.18 feet to a point; thence North 58°38'03" East 30.80 feet to a point; thence North 34°30'18" East 41.19 feet to a point; thence North 21°49'59" East 62.38 feet to a point; thence North 69°14'39" West 83.26 feet to a point; thence North 14°00'00" East 15.10 feet to the point of beginning.

This instrument was drafted by Donald C. Chaput
 Professional Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

Drawing No. 1507-grb
 Sheet 10 of 12 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

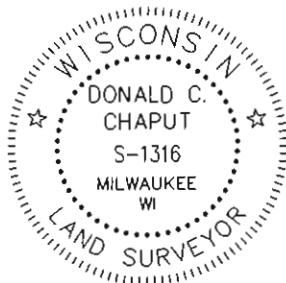
BEGINNING at the Southwest corner of the Southeast 1/4 of Section 24, thence North 01°52'22" West along the West line of said 1/4 Section 2416.41 feet to a point on the South line of Burlington Road (S.T.H. "142"); thence Southeasterly 709.57 feet along said South line and arc of a curve, whose center lies to the Southwest, whose radius is 7920.00 feet and whose chord bears South 74°20'48" East 709.33 feet to a point; thence South 67°10'57" East along said South line 721.92 feet to a point; thence Southeasterly 327.05 feet along said South line and arc of a curve, whose center lies to the Southwest, whose radius is 7895.00 feet and whose chord bears South 65°21'49" East 327.03 feet to a point; thence South 64°10'37" East along said South line 232.00 feet to a point; thence South 47°44'46" East along said South line 110.00 feet to a point on the West line of the West Frontage Road; thence South 09°41'23" West along said West line 293.00 feet to a point; thence Southwesterly 220.97 feet along said West line and arc of a curve, whose center lies to the East, whose radius is 1265.00 feet and whose chord bears South 03°17'26" West 220.69 feet to a point; thence South 01°42'49" East along said West line 1108.04 feet to a point; thence South 01°42'07" East along said West line 36.73 feet to a point; thence South 24°53'51" East along said West line 224.06 feet to a point; thence Southeasterly 478.20 feet along said West line and arc of a curve, whose center lies to the Northeast, whose radius is 1360.00 feet and whose chord bears South 31°55'59" East 475.74 feet to a point; thence South 39°17'25" East along said West line 550.00 feet to a point; thence Southeasterly 545.70 feet along said West line and arc of a curve, whose center lies to the Southwest, whose radius is 1030.00 feet and whose chord bears South 16°41'50" East 539.34 feet to a point; thence South 01°34'08" East 37.23 feet to a point; thence South 32°28'32" East 30.00 feet to a point; thence North 01°34'08" West 70.50 feet to a point; thence North 89°23'03" East 10.00 feet to a point on the East line of the Northeast 1/4 of Section 25; thence South 01°34'08" East along said East line 528.00 feet to a point on the North line of CSM No. 1438, recorded in the office of the Register of Deeds of Kenosha County, Wisconsin on February 21, 1991 in Volume 1429 of Records, page 940, as Document No. 860176; thence South 89°23'03" West along said North line 165.00 feet to a point on the West line of said CSM No. 1438, recorded in the office of the Register of Deeds of Kenosha County, Wisconsin on February 21, 1991 in Volume 1429 of Records, page 940, as Document No. 860176; thence South 01°34'08" East along said West line 467.99 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 89°23'03" West along said North line 284.00 feet to a point; thence South 00°36'57" East 60.00 feet to a point on the South line of the Northeast 1/4 of Section 25; thence South 89°23'03" West along said South line 2210.47 feet to the Southwest corner of the Northeast 1/4 of Section 25; thence North 01°33'48" West along the West line of the Northeast 1/4 of Section 25 a distance of 2647.36 feet to the point of beginning.

THAT I have made this survey, land division and map by the direction of Route 142 LLC, owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of Kenosha in surveying, dividing and mapping the same.

Date: July 29, 2015
Revised: September 15, 2015
Revised: February 5, 2016
Revised: February 25, 2016
Revised: March 3, 2016




DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

CERTIFIED SURVEY MAP NO. _____

A redivision of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE of DEDICATION

Route 142 LLC , a Delaware limited liability company, duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, hereby certifies that said limited liability company caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of Kenosha.

Route 142 LLC , as owner, does further certify that this map is required by s.236.34 to be submitted to the following for approval: City of Kenosha

IN WITNESS WHEREOF, Route 142 LLC, has caused these presents to be signed by the hand of _____, Member, on this _____ day of _____, 2016.

In presence of:

_____, Member
(Witness)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2016, the above named _____ member of Route 142 LLC, to me known to be the same person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public, _____,
Wisconsin
My commission expires _____.

CITY OF KENOSHA APPROVAL

I hereby certify that the foregoing is a copy of Resolution number _____, adopted by the Common Council of the City of Kenosha.

Adopted this ___ day of _____, 2016.

ATTEST: _____
Debra L. Salas, City Clerk - Treasurer

APPROVE: _____
Keith G. Bosman, Mayor



Date: July 29, 2015
Revised: September 15, 2015
Revised: February 5, 2016
Revised: February 25, 2016
Revised: March 3, 2016

This instrument was drafted by Donald C. Chaput, Professional Land Surveyor S-1316

EXHIBIT C
CONDITIONAL USE PERMIT

**CONDITIONAL USE PERMIT
STATE OF WISCONSIN**

Document Number

The Common Council of the City of Kenosha, Wisconsin, hereby grants to Route 142, LLC, owners of the parcels, described with more particularity in the legal description attached hereto as "Exhibit A" and incorporated herein by reference a Conditional Use Permit for a Distribution Center, as approved by the Common Council on March 7, 2016. This Conditional Use Permit is binding upon all future successors, assigns, owners, lessees, and/or tenants and shall be considered a covenant that runs with the land.

The following Exhibits are attached hereto:

- Exhibit A - Legal Description
- Exhibit B - Site Plan
- Exhibit C - Public Works Memo
- Exhibit D - Kenosha Water Utility Memo

The full approved plan set is on file with the Department of Community Development & Inspections at the Municipal Building, 625 52nd Street, Room 308, Kenosha, WI 53140.

Recording Area

Name and Return Address:

City of Kenosha
Community Development & inspections
625 52nd Street - Room 308
Kenosha, WI 53140

Effective Date: March 7, 2016

The following Conditions of Approval shall apply to the property described in "Exhibit A":

Parcel Identification Number

- #08-221-24-403-201 #08-221-24-403-030
- #08-221-24-404-060 #08-221-25-102-020
- #08-221-25-101-102 #08-221-25-101-040
- #08-221-25-101-041 #08-221-25-103-053
- #08-221-25-103-052 #08-221-25-103-051

*Uline Distribution Center at the
Northwest Corner of 38th Street and the West Frontage Road*
CONDITIONS OF APPROVAL

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. Prior to commencing any land alterations or disturbances that may result in soil erosion, sedimentation, or change in runoff, including, but not limited to, removal of ground cover, grading, excavating and filling of land, the following must occur:
 - b. The applicant must obtain Erosion Control and Raze permits from the Department of Community Development and Inspections, and Post-Construction Runoff permits from the Director of Public Works and any other applicable permits required by the City of Kenosha Zoning Ordinance or Code of General Ordinances.
 - c. The applicant must have obtained all required and applicable permits from State, County and Federal agencies and departments.
 - d. The *Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC* must be approved by all parties and executed by all parties. All required approved exhibits must be provided and all required assurances in an acceptable format shall be posted with the City of Kenosha and the Kenosha Water Utility.
 - e. A Certified Survey Map for the site must be submitted and reviewed by the City Plan Commission and Public Works Committee and have been approved by the Common Council, executed by all parties and recorded with the Kenosha County Register of Deeds.
 - f. The applicant shall submit approval in writing and copies of all applicable permits from the Wisconsin Department of Natural Resources and Army Corps of Engineers to modify or remove any wetlands on the site.

- g. The applicant shall submit approval in writing from the Wisconsin Department of Transportation regarding the amended Traffic Impact Analysis prepared by Traffic Analysis & Design, Inc. to the City of Kenosha.
 - h. The plans to implement the results and conclusions of any of the Environmental Reports provided by Professional Service Industries, Inc. must be submitted to the City of Kenosha for review and approval.
 - i. Approvals must be obtained for all easements for storm sewer and stormwater pond maintenance from the Common Council.
 - j. Approvals must be obtained for all easements for public water main and sanitary sewer from the Board of Water Commissioners.
 - k. Approval of the Stormwater Maintenance Agreement must be obtained from the Common Council.
2. Prior to the issuance of any type of Occupancy certificate or permit, the following must occur:
- a. The applicant shall obtain all construction permits required by the Department of Community Development & Inspections. This includes, but is not limited to Footing and Foundation, Building, Plumbing, Electrical, HVAC, Fence, Trash Enclosure and Occupancy permits.
 - b. The applicant shall obtain all permits required by the Department of Public Works, including, but not limited to Driveway, Street Opening and Parking Lot permits.
 - c. The applicant shall obtain all required permits from State, County and Federal agencies and departments.
 - d. Prior to the issuance of a Temporary Certificate of Occupancy:
 - i. All parking areas, drives and designated paved areas shall have the initial lift of asphalt or concrete installed and parking stalls marked.
 - ii. The building exterior shall be completed per the approved plans.
 - iii. The exterior lighting shall be installed and operational.
 - iv. The Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - v. Any applicable requirements noted in the *Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC* required to be completed prior to the issuance of a Temporary Certificate of Occupancy Permit shall be completed.
 - vi. Stormwater retention basins shall be fully constructed and operational to design standards.
 - e. Prior to the issuance of a Final Certificate of Occupancy Permit:
 - i. All parking areas, drives and designated paved areas shall have the final lift of asphalt or concrete installed and parking stalls marked.
 - ii. The building exterior shall be completed per the approved plans.
 - iii. The exterior lighting shall be installed and operational.
 - iv. The Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - v. Any applicable requirements noted in the *Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC* required to be completed prior to the issuance of a Final Certificate of Occupancy Permit shall be completed.
 - vi. Stormwater retention basins shall be fully constructed and operational to design standards.
 - vii. All other improvements indicated on the plans shall be installed or completed.
 - f. The applicant shall comply with all Conditions of Approval set forth herein and obtain a construction permit within twelve (12) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - g. Prior to issuance of the Final Certificate of Occupancy of the building, the applicant shall provide an electronic copy of the following information satisfactory to the Fire Prevention Bureau:
 - i. Site Plan as-built
 - ii. Floor Plan as-built

- iii. Site Utilities
- iv. Sprinkler Plans
- v. Fire Alarm Plans

h. The three (3") inch domestic water meter will incur a sanitary sewer connection fee of \$49,222.00 which must be paid prior to connecting to the public main.

3. The following Conditions shall run with the land and be enforced before, during and after construction:

- a. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs for which a permit is required. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
- b. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes to the approved plans shall be submitted to the Department of Community Development & Inspections for review and approval by the appropriate review authority as required by the Zoning Ordinance before any work is performed.
- c. Compliance with City, County, State and Federal Codes and Ordinances and the *Development Agreement Between the City of Kenosha, Kenosha Water Utility, Bridge Kenosha, LLC and Route 142, LLC*. The buildings shall comply with the current Code standards in effect upon application for a building permit.
- d. Upon receiving any Certificate of Occupancy, all trash containers shall be stored within an enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard. Trash compactors are exempt from the screening requirement.
- e. All vehicles shall be parked within the designated paved areas after receiving any Certificate of Occupancy.
- f. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
- g. Cross access shall be provided to adjacent parcels if required at a future date by the City if the property is further divided.
- h. Compliance with Section 9.28 of the Code of General Ordinances entitled "Structural Interference with Public Safety Radio Communication".

4. Plan Amendments Required prior to issuance of any permits or any site work occurring on the site:

- a. The Drainage Plan shall be revised and resubmitted for review and approval by the City addressing comments listed in the Public Works memo dated September 28, 2015, and any subsequent review letters.
- b. The Utility Plan shall be revised and resubmitted for review and approval addressing comments listed in the Kenosha Water Utility memo dated September 28, 2015 and any subsequent review letters.
- c. The Fire Protection Site Plan shall be amended to show the following:
 - i. All yard Fire Loop hydrants shall have 5" Stortz connections on 4" steamer outlets and the hydrants are to be painted yellow.
 - ii. The City fed hydrants shall also have 5" Stortz connections.
 - iii. The area by the remote Fire Department connection shall be wider than fifty feet (50')
 - iv. Multiple small, wall-mounted lock boxes for securing access keys to buildings for fire departments, Emergency Medical Services, and police to retrieve in emergency situations of the type sold as Knox Box[®] Rapid Entry System are to be located at the discretion of any authority having jurisdiction.

Dated this ____ day of _____, 2016

Signed

Print Name

ACKNOWLEDGMENT

State of Wisconsin }
 } ss.

County }

Personally came before me this ____ day of _____, 2016, the above named _____
to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission expires: _____

DRAFTED BY:
Brian Wilke, City of Kenosha
Department of Community Development & Inspections

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. _____, recorded with the Kenosha County Register of Deeds on _____, 2016, as Document No. _____ being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, and the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.



THE CITY OF
KENOSHA
 PUBLIC WORKS
 ENGINEERING

TO: Brian Wilke, Development Coordinator

FROM: Shelly Billingsley, P.E.
 City Engineer

Shelly Billingsley 9-29-15

DATE: September 28, 2015
 SUBJECT: PLAN REVIEW COMMENTS
 Project Description: Uline Development – 100% Plan Review (4th Submittal)
 Location: Btwn 38th Street and WI-142 & 128th Avenue and WFR of I-94

Summary of outstanding comments:

1. **Public Street Comment:** New comment for September 29, 2015
2. **Grading & Drainage Comments:** Comments still open are #17, #21, #22, #24, #29, and new comments for September 29, 2015.
3. **Traffic Comments:** Comments still open are #1, #12, and new comment for September 29, 2015.

Public Street:

1. City reviewed the 30% plans for the 128th Avenue (including intersections of HWY 142 and 38th Street) and 38th Street. Comments have been provided to Bridge Development on July 21, 2015.

Public Street Comment (NEW FOR SEPTEMBER 29, 2015 MEETING):

2. Variance for driveway configuration at 38th Street has not been approved until the TIA approved by WisDOT as stated in the August 11, 2015 letter from the City.
3. Any improvements that are located on the ULINE plans, but are the responsibility of Bridge Development need to be marked as described in the Developer's Agreement. (i.e. Bridge Street Improvements and Curb and Gutter, Bridge Storm Water Drainage Facility, Bridge Landscaping, Bridge LED Street Light System....)

Grading & Drainage Comments (FROM JULY 15th, 2015 MEETING):

1. From the stormwater management plan submitted, there are portions of the proposed 128th Ave ("West Road Area"), as well as the majority of 38th Street ("South Road Area") tributary to the proposed storm sewer system and ponds on the ULINE site. In order to finalize a review on the stormwater management to proceed with grading of the site, there needs to be verification on how these areas will tie into the storm sewer system on the ULINE site. As of this point, inlet locations and storm sewer piping has not been submitted for the roadway portion draining into the ULINE stormwater ponds. **COMPLETED**
2. In addition to Comment #1 above, the outlet of the ULINE stormwater pond is currently shown to discharge into the existing ditch on the north side of 38th Street. This drains into an existing 36" culvert referred to as "South Area 36" Outlet Culvert" on the SWMP. Since it appears that the roadway plans for 38th Street are also modifying the amount of drainage contributing to this 36" culvert, as well as modifying the configuring of the existing ditch, detailed information on the stormwater calculations for this area are also required before a review on the ULINE SWMP can be finalized. This will also include the proposed pond and outlet located at the northwest corner of the intersection

of 38th Street with the proposed 128th Ave as well as the 169 acres of offsite drainage area referred to as the "Southwest Offsite Area" which seems to be diverted to this ditch along 38th Street. Since the three components (Southwest Offsite Area, proposed pond west of 128th Ave, and ULINE stormwater pond outlet) all converge downstream, these areas need to be included in the same SWMP, or at least addressed with similar detail as the ULINE site prior to review and approval. **COMPLETED**

3. It appears that there will be a significant increase in the tributary area to the South Area 36" Outlet Culvert from existing conditions. Specifically, this area appears to drain approximately 25 acres, plus a portion of the existing roadway of 38th Street in the current scenario. If proposed, the entire ULINE development will be tributary to this culvert, upwards of 124 acres, plus the addition of at least a portion of the 169 acres of offsite drainage. Even though the drainage from ULINE's pond will be controlled release, an analysis must be performed on the South Area 36" Outlet Culvert to ensure that additional flow is not being conveyed through this culvert introducing a larger head condition on the upstream side of the culvert. **COMPLETED**
4. Due to some discussions of revising the location of the outlet from the ULINE pond from the South Area 36" Outlet Culvert to the Existing Central Area 36" Culvert, final detailed review of all calculations has not been performed. Once final calculations have been performed and submitted, the review can be finalized. **COMPLETED**
5. Storm sewer calculations for the ULINE site were received electronically via email the evening of July 14, 2015 and a full review of the calculations has not yet been performed. Similar calculations need to be submitted for the roadway areas tributary to the ULINE stormwater ponds to verify integration into the drainage system. **COMPLETED**
6. It shall be noted that 85% impervious surface build-out is being assumed in the SWMP, currently above the proposed impervious surface amount being proposed. SWMP should state total acreage (pervious and impervious) that the ponds are able to accommodate for future phases. **COMPLETED**
7. From the SWMP, the two ponds on the site were modeled as one in the HydroCAD model. Also, the pipe connecting the two is referred to as an equalizer pipe; however, the pipe has a slope of 0.67% with the lowest invert at the NWL. Once this pipe is submerged, the slope will not matter and the pipe will act as an equalizer; however, at varying levels up to this elevation, the ponds will act independently and must be modeled as such. **COMPLETED**
8. The sediment basin should have elevation listed in SWMP and on grading plan and also note the expected amount to be utilized during construction. **COMPLETED**
9. SWMP should have overall drainage areas as shown on C-20 and storm sewer calculations. The drainage area exhibit for inlets has been included in the SWMP but not in the plan set. **COMPLETED**
10. Provide hydraulic grade lines for all pipes draining to the pond to show 10, 50, 100-year with limits to when 100-year flow is maxed and not submerged. HGL information has not yet been submitted. **COMPLETED**
11. Provide downstream control calculations as required in City criteria for all points along development. Culvert percentage tables have been included in the SWMP. **COMPLETED**
12. Details of the pond indicate an outfall structure and overflow; however, locations of these items are not shown on the plans. Furthermore, it must be indicated where the overflow weir drains from the pond into an existing drainage system. Overflow path arrows should be added to determine the path of all water in the 100-year flood, indicating how the stormwater will reach the pond should the storm sewer system exceed capacity. **COMPLETED**
13. Does entire 169 acres of off-site storm water drain to the SW corner of 128th Avenue and 38th Street? Or is it divided by 38th Street? **COMPLETED**
14. Currently a pond is shown on the NW corner of 38th Street and the new proposed 128th Avenue. Is this pond not able to be constructed? How is off-site water getting into the ditch of ULINE's property? **COMPLETED**
15. If 128th Avenue design changes, how does this affect SWMP for site grading? **COMPLETED**
16. Ditch along north side of 38th Street handles off-site storm water, as well as, detention basin water from proposed ponds, review of this ditch needs to be coordinated with Bridge Development review as it handles both roadway storm water and site storm water. **COMPLETED**
17. A maintenance agreement must be submitted and approved by Stormwater Utility Committee and Common Council per Section 38.10 of t Section XXXVI: Post Construction Stormwater Ordinance. **NOT YET SUBMITTED**
18. Permanent easements will be needed for stormwater access including pond access around the basins. The easements shown on the plan set appear to be in compliance with City requirements. **COMPLETED**
19. Roadway stationing should be added to 38th Street and proposed 128th Ave on the ULINE plan set in order to be able to correlate location with the roadway plans submitted. **COMPLETED**
20. The two roadway plans need to correlate with ULINE's plan set. The preference is to show proposed utilities (by others) on both plan sets to ensure nothing is being overlooked. **COMPLETED**

21. Provide concurrence letters/approval of work letters (or permits) from Wisconsin DNR and Army Corp. **THIS IS ONGOING AND NOT YET COMPLETED**
22. Erosion control plans are not reviewed as part of CUP process. They will be reviewed when an erosion control permit application is submitted to the City. **THIS IS NOT YET COMPLETED. THIS IS REQUIRED AS PART OF THE EROSION CONTROL PERMIT**
23. (Added per Pinnacle 7/31/2015): Proposed sideslopes of ponds were revised to include 4:1 slopes from top of bank to the bottom of the pond, without safety shelves. **COMPLETED**
24. (Added per Pinnacle 7/31/2015): Environmental Concerns Update. Pinnacle has stated that an official response is currently being obtained. This is ongoing and not yet completed. City received the EIS report dated August 20, 2016. Comments will be provided in separate letter.

Grading & Drainage Comments (NEW FOR AUGUST 11th, 2015 MEETING):

25. Per the design meeting which took place between the City of Kenosha, Clark Dielz, and Pinnacle Engineering on July 22, 2015, there were extensive revisions to the SWMP submitted Monday, August 3, 2015. While the concepts and drainage criteria discussed in the SWMP appear to be included as requested and release rates reduced, there are some items that need to be clarified to ensure that the information is summarized clearly and future phases of the development can proceed relatively quickly. We would like to request another design meeting to discuss the presentation of the summary items to clarify that all requirements of the ordinances are being met in the SWMP. In an effort to be efficient with review times and the number of revisions, each item will not be listed in this comment list. However, a few representative issues are listed as follows:
 - a. More information is necessary regarding the design parameters used to size the compensatory storage basin at the NE corner of 128th and 38th. **COMPLETED**
 - b. There appears to be different High Water Levels listed on the plan set versus the SWMP versus the detail on the plans. Please clarify the actual design HWL and furthermore, discuss why there is up to a 2-foot difference between the HWL and the overflow spillway elevation. **COMPLETED**
 - c. Please add discharge comparisons for Culvert A2 and the 18" Culvert at 38th Street. **COMPLETED**
 - d. The summary table for discharge needs to be organized in a way to detail the contributing areas for each major culvert comparison. This can be discussed further at the next design meeting. **COMPLETED**
 - e. An overall summary of discharge rate/acre for the developed area (without bypass flows) should be presented to clarify and show compliance with the Des Plaines Ordinance. Currently, flow being bypassed, undetained flows and detained flows are summarized together. The table given in the SWMP details an aggregate release rate which includes offsite flow and holds that release to existing condition rates. It is understood that the rationale for this is due to the complexity of the site with regards to the compensatory storage basin and the inability to distinguish release rates from offsite areas versus onsite areas. Undetained roadway flow from 128th is being partially detained in the compensatory storage basin and therefore reduced from total site release rates. Quick calculations using the rational method and an assumption on partial detainage were computed for the 100-year storm and it is our opinion that the site does meet Des Plaines release rate requirements of 0.30 cfs/acre (average). It shall be noted that the most accurate way of presenting the information is to include the offsite flows into the release rate computations, although not typical. **COMPLETED**
26. Per the City Stormwater Management Criteria Checklist, the overflow weir should be sized to pass the 100-year, 24-hour flow assuming a blocked pond outlet. This overflow must be constructed of either 4" concrete or sod covering 18 inches of medium sized buried riprap with a thin layer of topsoil. The riprap must extend to limits as described in the Stormwater Management Criteria checklist. Please update details and plans accordingly. The 1 foot of freeboard required must be from the designed water elevation of the 100-year, 24-hour flow over the weir assuming a blocked outlet. **COMPLETED**
27. Per the City Stormwater Management Criteria Checklist, an anti-seep collar must be provided which extends twice the pipe diameter in all directions (not to exceed 5 feet horizontally and 3 feet vertically), and be a minimum of 18" thick and constructed of poured concrete at the berm midpoint. **COMPLETED**
28. Construction sequencing must be clarified for the compensatory storage basin and downstream channel along 38th Street. An intermediate grading plan for this area should be included in the plan set to show the 2015 construction limits and intent of stormwater functioning in the interim until the remainder of 128th can be built. If full grading of this area is meant to take place, the construction of the overflow channel along 38th Street must also be constructed at

this time. Construction sequencing has been included in the SWMP and interim/final grading plans were shown in the plan set - **COMPLETED**

29. Due to the possibility of perched groundwater on the site and the installation of a clay liner in the pond, please confirm that calculations have been made to confirm that the buoyancy of this liner will not become an issue during construction. **Verify type of liner. If perched groundwater becomes an issue during construction how will it be handled as the PSI report dated August 20, 2015 did not address this issue. (Existing grade adjacent to 728 and 729 Pond will be excavated to 714)**

Grading & Drainage Comments (NEW FOR SEPTEMBER 1, 2015 MEETING):

30. The plan set need to be updated to show the revised overflow weir sizing and location. The SWMP refers to a 135' weir (in two locations); however, the detail in the SWMP indicates a 70' weir and the plan set still shows a 30' weir. Furthermore, the grading plan needs to be updated to show the most recent locations of the overflow weirs. **COMPLETED**
31. Per ordinance, outlet structures must be equipped with a trash grate with an open area of four times the orifice protected or four square feet, whichever is greater. Details on the opening requirements can be found in the Stormwater Management Criteria provided by the City. **COMPLETED**
32. Clarify what the normal water level of the north and south ponds are. The grading plan and utility plan do not match (722 and 721). SWMP states 721. **COMPLETED**
33. Label elevation of the emergency spillway of 727.80. **COMPLETED**
34. Mark wetlands that are being eliminated with a "X" and label them "Part of DNR general permit" **COMPLETED**
35. The 10' Pond easement should not be over spillways or the equalizer area between the ponds. Please connect the pond areas by an easement that would not require a vehicle to drive over these areas. **COMPLETED**

Grading & Drainage Comments (NEW FOR SEPTEMBER 29, 2015 MEETING):

36. Storm sewer line shown in HGL Profile 8 and 8.1 show submerged pipe into 38th Street. Can the line be modified (i.e. elliptical pipe) to prevent sewer backup into the roadway.
37. From the PSI report dated September 14, 2015 please address the following:
- On page 3 of the update it mentions that "...however, none were at levels that exceed the current WDNR NR140 Preventative Action Limits (PALs) or Enforcement Standard (ES)." However in the Phase II report for 3610 120th Avenue on page 2 it states that PAHs Benzo(a)pyrene and Chrysene were detected in perched GW above NR 140 (ES). Also in Phase II report for 3712 120th Avenue on page 1 it states "few PAHs were also detected in one (1) of the shallow perched groundwater samples (GP-1) at levels....exceed NR140(PALs). Please elaborate on what tests were performed for the Update. Were no further testing done in GP-1 for example?"
 - Staff concern is with the perched groundwater being the path of migration when the Stormwater Ponds are excavated to Elevation 714 that the path of least resistance will naturally be to this location until the ponds liners are installed adequately - until then what is the path to reduce impact, which may change the perched groundwater flow and maybe groundwater flow from east-southeast to west - southwest which is what the main concern is and needs to be addressed.
38. Any improvements that are located on the ULINE plans, but are the responsibility of Bridge Development need to be marked as described in the Developer's Agreement. (i.e. Bridge Street Improvements and Curb and Gutter, Bridge Storm Water Drainage Facility, Bridge Landscaping, Bridge LED Street Light System....)

Traffic Comments:

- It appears that the Proposed Uline Property Accesses have changed from the T.I.A. prepared by Traffic Analysis & Design (T.A.D.I.) where it shows multiple accesses on both sides of 38th Street. Now that it is narrowed down to one (1) common location, this will require the T.I.A. to be revisited since the traffic volumes will now be concentrated to one location. This should probably be looked at as an intersection for traffic control. Also, the TWLTL that is being proposed should now consider being just a Dedicated Left Turn Lane from both directions so as to not create confusion. The concept of placing a TWLTL was likely due to having many driveway access points along 38th Street. **TIA was reviewed and comments were provided. All comments are incorporated. Item 5 COMPLETED**
- On the civil plans, need to show the remainder of 128th Street to WI-142. **COMPLETED**
- Need to show the proposed detention pond in the southeast quadrant of 128th Avenue and WI-142. **COMPLETED**
- Copy Site Data Table shown on sheet C-3 to the Grading Plan Sheets. **COMPLETED**
- Provide number of total stalls and number of ADA accessible/Van accessible stalls. Verify ADA requirement is being met. **COMPLETED**, unless additional stalls are added due to requirement. Variance for number of parking stalls is through the Department of Community Development and Inspections.

6. Should consider modifying the South Entrance width onto 38th Street. Based on the current 30 foot opening, a WB-67 cannot enter the site at the same time someone is leaving. **COMPLETED**, since statement made in variance letter to city indicating this entrance will not be a truck route into facility.
7. At the intersection with Uline's West Access and 128th Avenue, the 128th Avenue is dashed and the bypass lane and the right turn lane are shown as being proposed. This is likely being shown this way to imply that it is being done as part of Bridge's work. However, I think that this should all be constructed at one time to eliminate having to remove over 1,000 linear feet of Curb & Gutter to attach more lanes and transitions. Constructing these at separate time will only cause undesirable pavement cuts and joints to be in the new pavement and will require maintenance sooner on pavement that is being designed for over 20 years before maintenance is required. **COMPLETED**
8. The driveway openings (south & west) together with their configurations do not follow the City Ordinance. This needs approval of both the City Engineer and City Traffic Engineer for the 52 foot opening with a Street Type Opening. **COMPLETED**
9. At the East Entrance onto the West Frontage Road, need to change the bypass lane edge of pavement to a curve and not a tangent line since the existing alignment is on a curve. **COMPLETED**
10. Typical section call-out on Sheet C-9 refers to look elsewhere, but not sure where this is referring to since there is no typical section in the construction detail sheets. **COMPLETED**
11. The Lighting Calculation Table Criteria shows values that exceed the IESNA Standards. In particular, the Max/Min values should either be 20:1 for Basic Design or 15:1 for Enhanced Design. **COMPLETED**
12. Review is required by the County for 38th Street access and by the state for the access off the West Frontage Road. Provide any State and County comments.

New Comments for September 1, 2015

1. The West Frontage Road access needs to be consistent with the revised TIA. This is based on discussion regarding the location of the access point relative to the current intersection with 120th Avenue. This was addressed in the revised TIA Supplement. **COMPLETED**
2. Need to provide grades in the north parking lot where the sidewalk goes through the medians. There currently shows an area that is flat through the sidewalks when there should be a high point. **COMPLETED**

New Comments for September 29, 2015

1. Verify parkway trees and lighting along 38th Street and 128th Avenue are being installed under the Bridge Roadway Plans.
2. Any improvements that are located on the ULINE plans, but are the responsibility of Bridge Development need to be marked as described in the Developer's Agreement. (i.e. Bridge Street Improvements and Curb and Gutter, Bridge Storm Water Drainage Facility, Bridge Landscaping, Bridge LED Street Light System....)

cc: Cathy Austin; Shelly Billingsley; Kile Kuhlmeier; Gerard Koehler, Kevin Risch

Exhibit D

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: September 28, 2015

Subject: Uline Distribution Facility Revised Plans (Review #4)

Location: Northwest Corner of 38th Street and West Frontage Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. The majority of our comments have been addressed with this latest submittal. KWU recommends approval of the project subject to the following conditions:

1. Although updated to say "as manufactured by Adaptor, Inc." the Outside Drop Manhole Detail on Sheet C-40 still calls for an "internal rubber boot". This can cause confusion because the contractor may think that an internal seal is acceptable. Please update the detail to state "internal external seal".
2. On Sheet L-105 of the landscaping plans, there are deciduous and evergreen trees shown within the sanitary sewer easement. Due to the narrow easement (15' in width) the trees will either need to be moved out of the easement or the easement will need to be widened so that KWU equipment can traverse the easement without leaving its boundary.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT BETWEEN
THE CITY OF KENOSHA, WISCONSIN,
AND ROUTE 142, LLC

Document Number

Document Title

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, WI 53140

08-221-25-101-040
08-221-25-101-041
08-221-25-101-102
08-221-25-103-051
08-221-25-103-052
08-221-25-103-053
08-221-25-102-020
08-221-24-403-030
08-221-24-403-201
08-221-24-404-060

Parcel Identification Number

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT

Between

THE CITY OF KENOSHA, WISCONSIN,
a Municipal Corporation,

And

ROUTE 142, LLC,
a Delaware Limited Liability Company

This Agreement, effective as of the last date of execution, is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("City"), and Route 142, LLC, a Delaware limited liability company, 12575 Uline Drive, Pleasant Prairie, Wisconsin, 53158 ("Owner"), collectively referred to as the Parties.

W I T N E S S E T H:

Whereas, Route 142, LLC is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as the "Real Estate"; and

Whereas, the City, the Owner, and the Owner's successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site stormwater drainage facilities as shown on the plans approved as part of the Conditional Use Permit and the Development Agreement (hereinafter referred to as "Stormwater Management Facilities") be designed, constructed and maintained on the Real Estate to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement; and

Whereas, the City requires that the on-site Stormwater Management Facilities are adequately maintained by the Owner and the Owner's successors and assigns, including any owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement.

Now, Therefore, in consideration of the mutual agreements of the Parties, the City and the Owner agree as follows:

1. The Owner and the Owner's successors and assigns, including any owners' association (all together, the "Owner"), shall regularly inspect the Stormwater Management Facilities on the Real Estate as often as conditions require, but in any event at least twice each year. The Stormwater Inspection and Maintenance Checklist attached to this Agreement as Exhibit B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the Real Estate. The Owner shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Management Facilities indicating the date and type of maintenance completed ("Maintenance Log") for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the Real Estate. The inspections shall cover all Stormwater Management Facilities on the Real Estate including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.
2. The Owner shall adequately maintain all Stormwater Management Facilities on the Real Estate, including, but not limited to, all pipes and channels built to convey stormwater to and from the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit C, hereinafter referred to as "Maintenance Standards".
3. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Real Estate to inspect the Stormwater Management Facilities whenever the City deems necessary to investigate reported deficiencies, respond to citizen complaints, and to determine compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement. The Director of the City Stormwater Utility, or designee thereof, shall provide the Owner copies of the inspection findings ("Inspection Reports"), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement, and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the City Stormwater Utility.
4. The Owner may delegate the obligations imposed by this Agreement to any tenant of the Real Estate (each, a "Tenant"), including, Uline, Inc., the tenant of the Real Estate as of the date of execution of this Agreement. The delegation of any

obligations imposed by this Agreement to any tenant of the Real Estate shall not relieve the Owner from any obligations imposed upon the Owner pursuant to this Agreement. The delegation of any obligations imposed by this Agreement to any tenant of the Real Estate shall not be inconsistent with the terms of this Agreement.

5. If the Owner fails to maintain the Stormwater Management Facilities on the Real Estate in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the City Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time following notice from the Director of the City Stormwater Utility, the City may take one or more of the following actions:
 - a. Issue a citation to the Owner or any Tenant under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.
 - b. Perform the corrective actions identified in the Inspection Report and assess the Owner or any Tenant for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes in accordance with Section 7 below. Except for the Stormwater Management Facilities required pursuant to Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement, this provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Owner or to make any alterations to any existing structure on the Real Estate. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the Real Estate, and in no event shall this Agreement be construed to impose any such obligation on the City.
 - c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until the Owner or Tenant submits a revised Stormwater Inspection and Maintenance Checklist and confirms to the satisfaction of the Director of the City Stormwater Utility that all required corrective actions have been taken.
6. The Owner will perform the work necessary to keep the Stormwater Management Facilities on the Real Estate in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C which may be amended by City from time to time.
7. In the event City, pursuant to this Agreement, 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 Owner shall reimburse the City within thirty (30) days of

receipt of written demand for payment of all actual costs incurred by the City hereunder. Failure of the Owner to reimburse the City within thirty (30) days shall result in the costs being assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes.

8. Under this Agreement, City assumes no responsibility or any liability in the event the Stormwater Management Facilities on the Real Estate fail to operate properly and Owner shall indemnify, defend and hold harmless City, its officers, employees and agents against any such claims.
9. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the Real Estate, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the Owner and the Owner's successors in interest, including any owners' association. The Owner shall provide the Director of the City Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the Real Estate.
10. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, certified, return receipt requested, postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

a. Owner:

Route 142, LLC
12575 Uline Drive
Pleasant Prairie, WI 53158
Attn: Phillip D. Hunt

With copies to:

Uline, Inc.
12575 Uline Drive
Pleasant Prairie, WI 53158
Attn: Legal Department

b. City:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the Real Estate to the public. Owner reserves all rights to use the Real Estate for all purposes not inconsistent with the rights granted to the City herein or in any Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the Owner and the City in connection with the Stormwater Management Facilities.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
Keith G. Bosman, Mayor

Date: _____

BY: _____
Debra Salas, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, Wisconsin
My Commission expires/is: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. _____, recorded with the Kenosha County Register of Deeds on _____, 2016, as Document No. _____ being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, and the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B

Stormwater Inspection and Maintenance Checklist

Owner: _____	Phone No.: _____
Parcel No.: _____	Address: _____
City: _____	State: _____
Zip: _____	Contact Name: _____

Date of Inspection (mm/dd/yy): _____ Inspection 6 Month
 Other _____

Time of Inspection Start: _____ End: _____ Name of Individual Performing Inspection (please print): _____

Weather Conditions during Inspection: _____

Stormwater Facility Inspection

Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Stormceptor or Equivalent Unit				
Overall Condition				
Lids and Access				
Sediment Level	-	-		
Cleaning Required	Yes	No		Attach Manufacturer's recommendations for cleaning
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
Sediment Level	-	-		
Dredging Required	Yes	No		
Dry Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Condition of Basin Bottom				
Erosion				
Invasive Plants	Yes	No		
Sediment Removal				
Excavation Required	Yes	No		
Bioretention Basin				
Overflow Pipe				
Condition of Water Plants				
Vegetation				
Standing Water	Yes	No		
Condition of Plantings				
Is trash evident	Yes	No		

Bioretention Basin (continued)				
Soil Test Bioretention	Yes	No	If Yes when	
			Ph Level	
Sediment Level				
Infiltration Basin/Trench				
Spreader				
Overflow Spillway				
Vegetation				
Standing Water	Yes	No		
50% of basin floor wet 3 days after rainfall	Yes	No		
Are plants at least 5-6 inches	Yes	No		
Has the Basin been burned	Yes	No	If Yes when	
Is trash evident	Yes	No		
Rain Garden				
Weeds	Yes	No		
Condition of Plants			height	
Vegetation				
Standing Water	Yes	No		
Is trash evident	Yes	No		
Dead Plants evident	Yes	No		
			Mowed When	
Vegetated Swales				
Pesticides and Fertilizers Used	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Litter and Debris	Yes	No		
Proper Drainage	Yes	No		
Vegetated Swales				
Proper Drainage	Yes	No		
Mowing Height				
Sediment Level			height	
Erosion	Yes	No		
Level Spreader Condition				
Underground Storage Systems				
Outlet Structure Condition				
Inlet Pipe Conditions				
Sediment Level	height		% of Area	
Floating debris	Yes	No		
Cracked or Damaged Sections	Yes	No		
Signature of Inspector _____ Date _____				
Signature of Owner _____ Date _____				

EXHIBIT C

Storm Water Maintenance Standards

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Proprietary Device (Stormceptors or equivalent units): All proprietary devices shall be maintained per the manufacturer's recommendations to meet the design criteria. A copy of the manufacturer's recommendations shall be attached to this Exhibit B.
7. Detention Basins – General
 - a. Dry or Wet Detention Basins
 1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
 2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the

downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.
8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

b. Dry Detention Basins – In addition to the above requirements

1. Sediment removal: Sediment shall be removed from low flow concrete channels anytime it achieves a depth of greater than three inches or supports vegetation. Dry bottom detention basins shall be examined yearly for excessive sediment buildup; and any deposits that interfere with proper drainage shall be excavated and the area topsoiled and reseeded. At least every ten years a topographic survey of the dry basin, that shows the extent of sedimentation in the detention basin, shall be done and furnished to the City. At such time as the original capacity of the basin is decreased by 5% the bottom shall be excavated to restore the original capacity.
 2. Bottom Condition: Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be re-graded or tiled.
- c. Wet Detention Basins – In addition to the above requirements
1. Mowing: Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
 2. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
 3. Sediment removal: Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.

8. Bioretention Basins:

a. Functional Inspection:

1. Litter and Debris: Basins shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the basin or at the overflow pipe shall be removed and disposed of offsite.

Any blockage of the basin outlet must be addressed immediately. Blockage of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged the entire bottom area of the basin will need to be reseeded.

2. Mowing: The grass areas mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
3. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
4. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
5. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
6. Soil Inspection: The basin shall have soil tests performed at least every 5 years for pH.
7. Alterations to the Basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

9. Infiltration Basins and Infiltration Trenches:

- a. **Functional Inspection:** An infiltration basin/trench shall be inspected and if standing water is observed in over 50% of the basin bottom 3 days after rainfall the basin shall be unclogged. Unclogging options would be to remove the top 2-3 inches, chisel plow, and add topsoil and compost. If deep tilling is used, the basin shall be drained and the soils must be dry at a depth of 8 inches before work may be performed. If turf grass was used and the basin clogs again, then the basin shall be replanted with Prairie style vegetation.
- b. **Mowing:** An infiltration basin/trench shall not be mowed until plants are a height of 10-12 inches if newly planted. Once plants are established they shall be mowed to a height not less than 5-6 inches. Since burning cannot be done, then the basin/trench shall be mowed once in the fall (after Nov. 1).
- c. **Pretreatment:** Inspect pretreatment area for sediment and clean as required.
- d. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

10. Rain Garden

- a. **Weeding:** A rain garden shall be weeded the first couple of years until the plants are well established or as needed to promote plant growth.
- b. **Plant Trimming:** Once the plants are between 4-6 inches in height all tattered plants shall be cut back.
- c. **Dead Plant Removal:** Cut the rain garden to a height of 6-8 inches by use of a mower if able to be raised to that height, a weed-eater or other appropriate equipment to stimulate plant growth.

11. Vegetated Swales

- a. **Pesticides and Fertilizers:** Chemicals shall be used in moderation and only as needed to promote healthy dense vegetation.
- b. **Mowing:** The swale shall be mowed or cut to the height needed for proper function.
- c. **Sediment Removal:** When infiltration rates impeded or sediment is 2 inches. Care shall be taken to ensure that the swale is not being compacted during removal process.
- d. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of

topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

- e. Litter and Debris: Swales shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the swale shall be removed and disposed of offsite.
- f. Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident with one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.

12. Filter Strips

- a. Mowing: The filter strip shall be mowed or cut to the height needed for proper function approximately 2-3 times per year. The grass areas mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. The filter strip shall be mowed only when the soil is firm and is less susceptible to rutting. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
- b. Bottom Condition: Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.
- c. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
- d. Level Spreader Maintenance: Level Spreaders shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the level spreader shall be removed and disposed of offsite. Any blockage of the level spreader must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged the filter strip shall be reseeded.
- e. Sediment Removal: When sediment is accumulated the filter strip shall be regraded and seeded.

13. Underground Detention Facilities

- a. Sediment Removal: Detention Chambers must be cleaned, when it exceeds 5% of the storage area, to remove accumulated trash, sediment and other debris or more often based on manufacturer's recommendations. This debris must be removed from the pipes and not allowed to travel downstream.
- b. Annual Inspections:
 1. The Drain Inlets and outlets shall be inspected for debris and obstructions to ensure that runoff can move freely within the facility.
 2. Inspect facility for floating debris and sediment buildup.
 3. The Detention Chambers shall be inspected to ensure that they are not cracked or damaged and all necessary repairs must be made.

14. Other Devices will be reviewed on a case by case basis.

PERMANENT STORM SEWER AND
DETENTION POND EASEMENT AND
AGREEMENT BETWEEN ROUTE 142, LLC AND
THE CITY OF KENOSHA, WISCONSIN

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

08-221-25-101-040
08-221-25-101-041
08-221-25-101-102
08-221-25-103-051
08-221-25-103-052
08-221-25-103-053
08-221-25-102-020
08-221-24-403-030
08-221-24-403-201
08-221-24-404-060

Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT AND AGREEMENT

Between

ROUTE 142, LLC
A Delaware Limited Liability Company

And

THE CITY OF KENOSHA
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement (“Easement and Agreement”) effective as of the last date of execution is entered into between Route 142, LLC, a Delaware limited liability company with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin 53158 (“Grantor”) and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantee”).

Grantor is the owner of the real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, hereinafter referred to as the “Real Estate.”

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions provided below, does hereby grant to Grantee a non-exclusive permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibits B-G (the “Easement Area”) to install, construct, expand, reconstruct, repair, remove, replace, inspect, and maintain, storm sewer, stormwater ponds and appurtenances as described in the Conditional Use Permit, the executed Development Agreement, the approved Stormwater Management Plan, and the Stormwater Management Drainage Facilities Maintenance Agreement, copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, all of which is hereafter referred to as the “Permitted Work”, for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove, cut or trim trees, shrubs, bushes, plants, undergrowth, fences, pavement or any other structures and obstructions interfering with the Permitted Work. Grantor will not push, plow or deposit snow, ice, or debris within the Easement Area.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of the Easement Area, provided that, except as set forth in the plans approved as part of the Conditional Use Permit and Development Agreement, no structure, landscaping or paving shall be erected or placed over or upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

As necessary to perform the Permitted Work, Grantee shall have the right, upon reasonable notice to Grantor, except in case of emergency in which event Grantee shall provide such notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over and use the Real Estate in order to use the Easement Area and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration of the Easement Area and surrounding property to the condition prior to such Permitted Work, including restoration of any landscaping, fencing, concrete and asphalt surfaces, or other structures that were necessarily disturbed in order for Grantee to perform the Permitted Work. It is intended that Grantee's access to, use of, and placement of material and equipment in and around the Easement Area shall be limited in time, place, and amount as is reasonably necessary for Grantee to perform the Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. However, this Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

Signature Pages Follow

GRANTOR:

ROUTE 142, LLC
A Delaware Limited Liability Company

BY: _____
Name/Title

Date: _____

BY: _____
Name/Title

Date: _____

STATE OF WISCONSIN)
:SS.
KENOSHA COUNTY)

Personally came before me this ____ day of _____, 2016, _____,
_____, and _____, _____ of Route 142, LLC, a Delaware
limited liability company, to me known to be such _____ and
_____ of said limited liability company, and acknowledged to me that they
executed the foregoing instrument as such officers as the Agreement of said limited liability
company, by its authority

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1, Certified Survey Map No. _____, recorded with the Kenosha County Register of Deeds on _____, 2016, as Document No. _____ being a redivision of Certified Survey Map No. 1084 recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, and the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B

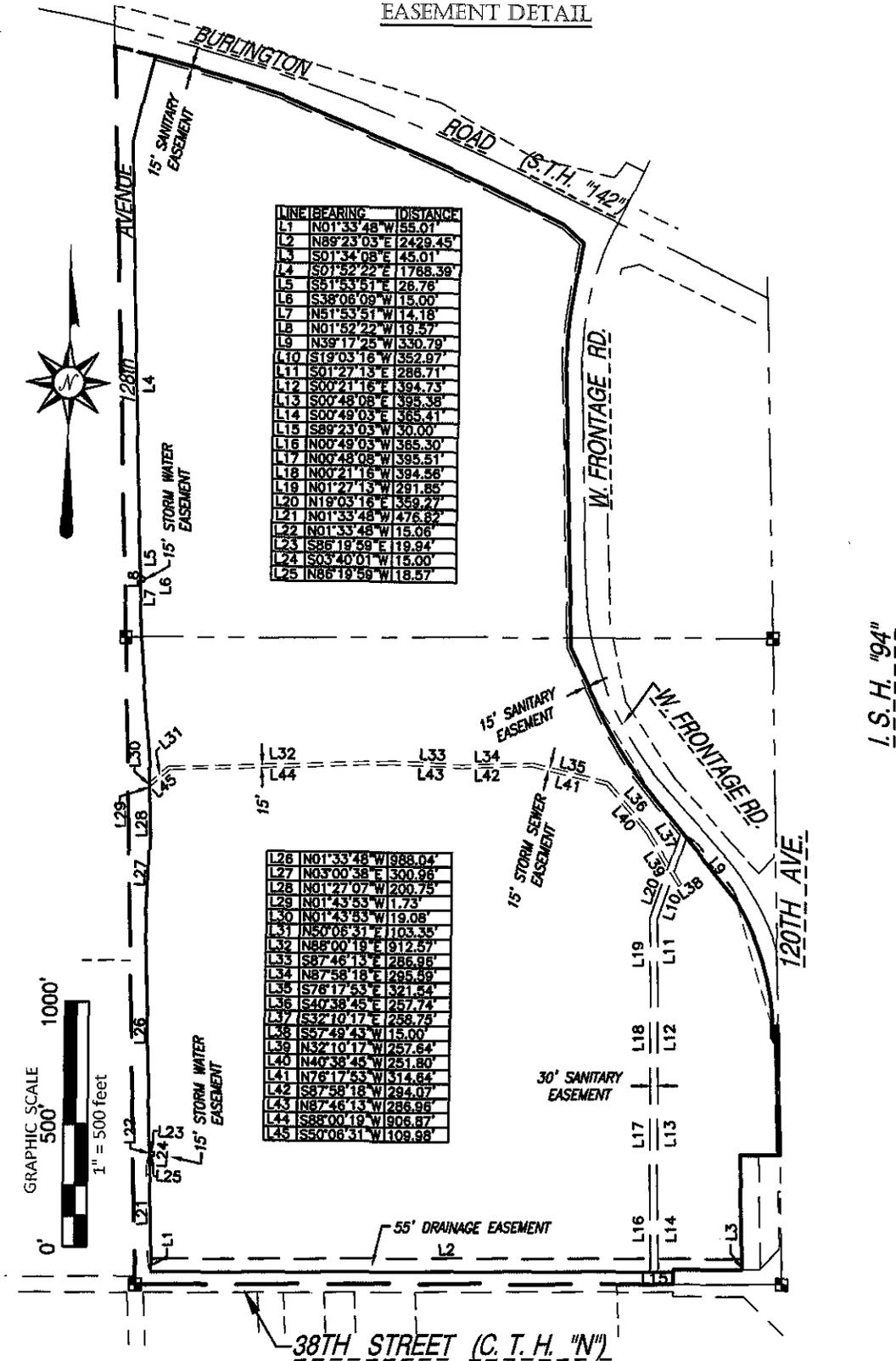
LEGAL DESCRIPTION OF STORM SEWER EASEMENT

That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence South 01°33'48" East along the West line of said Northeast 1/4 Section 2597.35 feet; thence North 89°23'03" East 66.01 feet to a point; thence North 01°33'48" West 1479.92 feet to a point; thence North 03°00'38" East 300.96 feet to a point; thence North 01°27'07" West 200.75 feet to a point; thence North 01°43'53" West along said West line 1.73 feet to the point of beginning; thence North 01°43'53" West along said West line 19.08 feet to a point; thence North 50°06'31" East 103.35 feet to a point; thence North 88°00'19" East 912.57 feet to a point; thence South 87°46'13" East 286.96 feet to a point; thence North 87°58'18" East 295.59 feet to a point; thence South 76°17'53" East 321.54 feet to a point; thence South 40°38'45" East 257.74 feet to a point; thence South 32°10'17" East 258.75 feet to a point; thence South 57°49'43" West 15.00 feet to a point; thence North 32°10'17" West 257.64 feet to a point; thence North 40°38'45" West 251.80 feet to a point; thence North 76°17'53" West 314.64 feet to a point; thence South 87°58'18" West 294.07 feet to a point; thence North 87°46'13" West 286.96 feet to a point; thence South 88°00'19" West 906.87 feet to a point; thence South 50°06'31" West 109.98 feet to the point of beginning.

As depicted on the attached Easement Detail Map

EASEMENT DETAIL



LINE	BEARING	DISTANCE
L1	N01°33'48" W	55.01
L2	N89°23'03" E	2429.45
L3	S01°34'08" E	45.01
L4	S01°52'22" E	1768.39
L5	S51°53'51" E	26.76
L6	S38°06'09" W	15.00
L7	N51°53'51" W	14.18
L8	N01°52'22" W	19.57
L9	N39°17'25" W	330.79
L10	S19°03'16" W	352.97
L11	S01°27'13" E	286.71
L12	S00°21'16" E	394.73
L13	S00°48'08" E	395.38
L14	S00°49'03" E	365.41
L15	S89°23'03" W	30.00
L16	N00°49'03" W	385.30
L17	N00°48'08" W	395.51
L18	N00°21'16" W	394.56
L19	N01°27'13" W	291.85
L20	N19°03'16" E	359.27
L21	N01°33'48" W	476.82
L22	N01°33'48" W	15.06
L23	S86°19'59" E	19.94
L24	S03°40'01" W	15.00
L25	N86°19'59" W	18.57

L26	N01°33'48" W	988.04
L27	N03°00'38" E	300.98
L28	N01°27'07" W	200.75
L29	N01°43'53" W	1.73
L30	N01°43'53" W	19.08
L31	N50°06'31" E	103.35
L32	N88°00'19" E	912.57
L33	S87°46'13" E	286.95
L34	N87°58'18" E	295.59
L35	S78°17'53" E	321.54
L36	S40°38'45" E	257.74
L37	S32°10'17" E	258.75
L38	S57°49'43" W	15.00
L39	N32°10'17" W	257.64
L40	N40°38'45" W	251.80
L41	N78°17'53" W	514.64
L42	S87°58'18" W	294.07
L43	N87°46'13" W	286.95
L44	S88°00'19" W	906.87
L45	S50°06'31" W	109.99

EXHIBIT C

LEGAL DESCRIPTION OF STORM WATER EASEMENT

That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence South 01°33'48" East along the West line of said Northeast 1/4 Section 2597.35 feet; thence North 89°23'03" East 66.01 feet to a point thence North 01°33'48" West 476.82 feet to the point of beginning; thence continuing North 01°33'48" West 15.06 feet to a point; thence South 86°19'59" East 19.94 feet to a point; thence South 03°40'01" West 15.00 feet to a point; thence North 86°19'59" West 18.57 feet to the point of beginning.

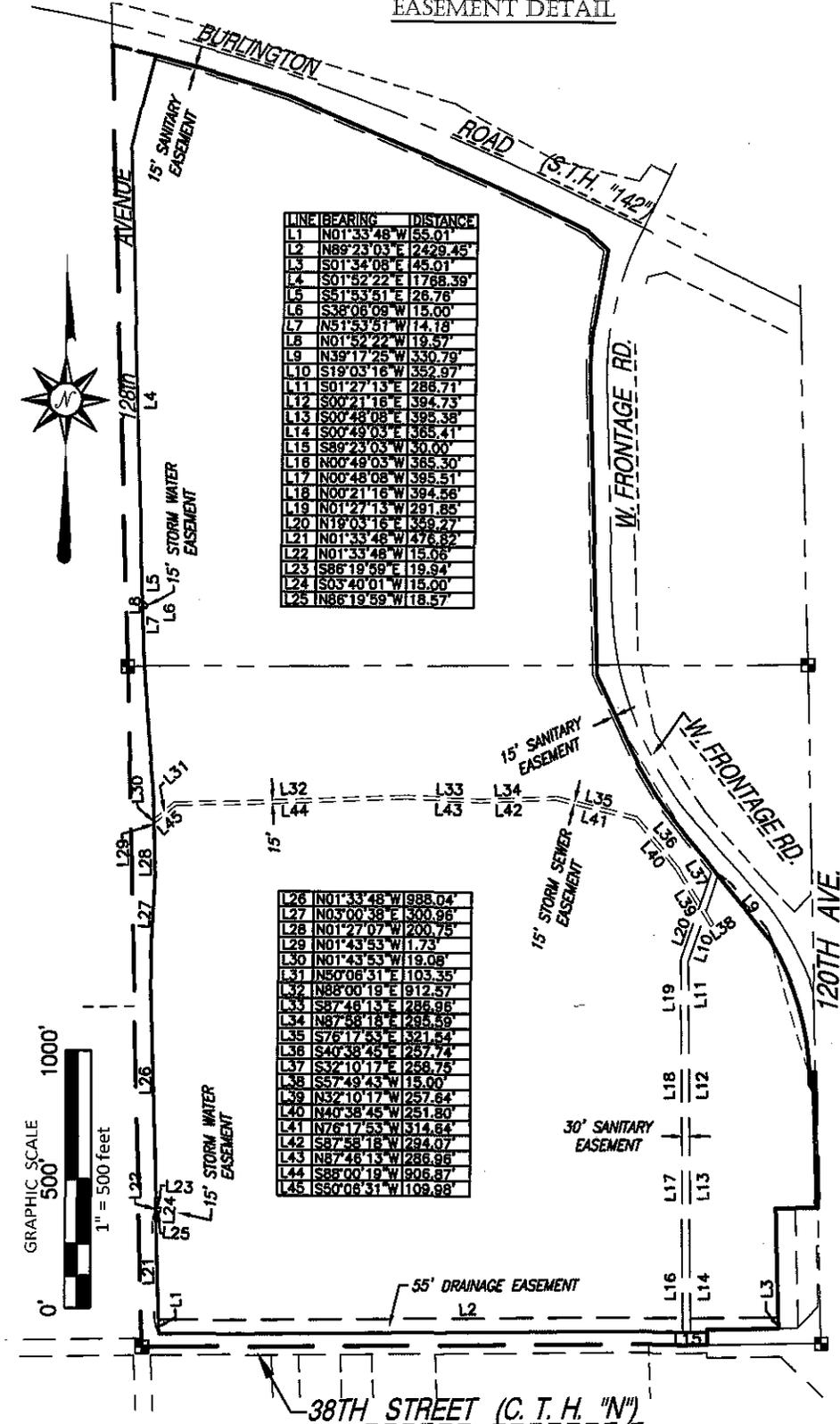
ALSO,

That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Southeast 1/4 Section; thence North 01°52'22" West along the West line of said Northeast 1/4 Section 2020.57 feet to a point; thence North 88°07'38" East 66.00 feet to a point; thence South 01°52'22" East 1768.39 feet to the point of beginning; thence South 51°53'51" East 26.75 feet to a point; thence South 38°06'09" West 15.00 feet to a point; thence North 51°53'51" West 14.18 feet to a point; thence North 01°52'22" West 19.57 feet to the point of beginning.

As depicted on the attached Easement Detail Map

EASEMENT DETAIL



LINE	BEARING	DISTANCE
L1	N01°33'48" W	55.01'
L2	N89°23'03" E	2429.45'
L3	S01°34'08" E	45.01'
L4	S01°52'22" E	1768.39'
L5	S51°53'51" E	26.76'
L6	S38°08'09" W	15.00'
L7	N51°53'51" W	14.18'
L8	N01°52'22" W	19.57'
L9	N39°17'25" W	330.79'
L10	S19°03'16" W	352.97'
L11	S01°27'13" E	288.71'
L12	S00°21'16" E	394.73'
L13	S00°48'08" E	395.38'
L14	S00°49'03" E	385.41'
L15	S89°23'03" W	50.00'
L16	N00°49'03" W	385.30'
L17	N00°48'08" W	395.51'
L18	N00°21'16" W	394.56'
L19	N01°27'13" W	291.85'
L20	N19°03'16" E	359.27'
L21	N01°33'48" W	476.82'
L22	N01°33'48" W	15.06'
L23	S86°19'59" E	119.94'
L24	S03°40'01" W	115.00'
L25	N86°19'59" W	118.57'

L26	N01°33'48" W	988.04'
L27	N03°00'38" E	300.96'
L28	N01°27'07" W	200.75'
L29	N01°43'53" W	1.73'
L30	N01°43'53" W	19.08'
L31	N50°06'31" E	103.35'
L32	N88°00'19" E	912.57'
L33	S87°48'13" E	286.95'
L34	N87°58'18" E	285.59'
L35	S76°17'53" E	321.84'
L36	S40°38'45" E	257.74'
L37	S32°10'17" E	258.75'
L38	S57°49'43" W	15.00'
L39	N32°10'17" W	257.64'
L40	N40°38'45" W	251.80'
L41	N76°17'53" W	314.84'
L42	S87°58'18" W	294.07'
L43	N87°48'13" W	286.95'
L44	S88°00'19" W	806.87'
L45	S60°06'31" W	109.98'

I.S.H. "94"

This instrument was drafted by Donald C. Chaput, Professional Land Surveyor S-1316

EXHIBIT D

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence South 01°33'48" East along the West line of said Northeast 1/4 Section 2597.35 feet; thence North 89°23'03" East 66.01 feet to the point of beginning; thence North 01°33'48" West 55.01 feet to a point; thence North 89°23'03" East 2429.45 feet to a point; thence South 01°34'08" East 45.01 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 89°23'03" West along said North line 284.00 feet to a point; thence South 00°36'57" East along said North line 10.00 feet to a point; thence South 89°23'03" West 2145.29 feet to the point of beginning.

As depicted on the attached Easement Detail Map

EASEMENT DETAIL

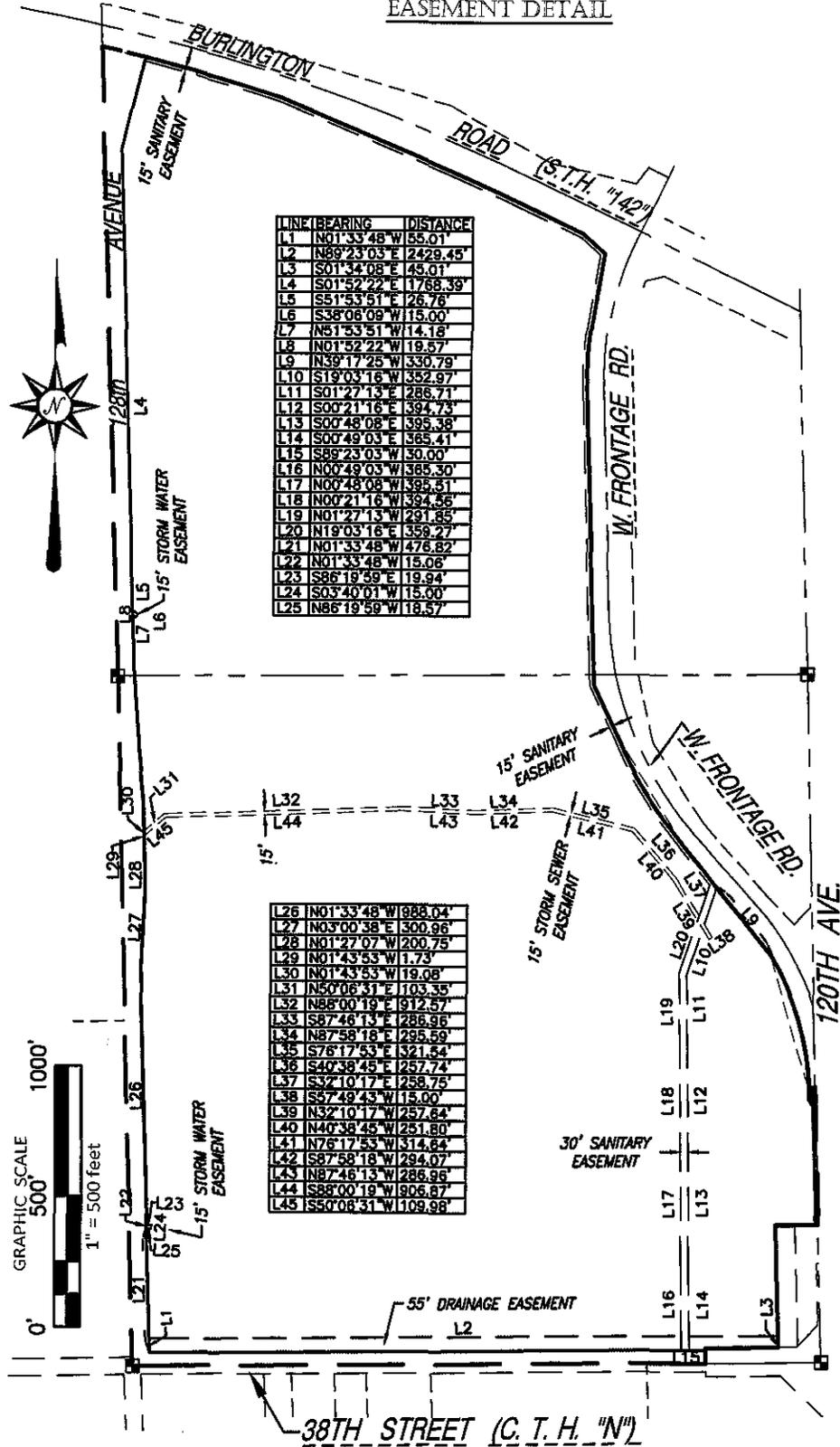


EXHIBIT E

LEGAL DESCRIPTION OF ACCESS & MAINTENANCE EASEMENT

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 25, thence North 01°34'08" West along the East line of said 1/4 Section 1569.25 feet to a point; thence South 88°25'52" West 166.16 feet to a point of curve along the West Frontage Road, thence North 39°17'25" West along the West right of way of said West Frontage Road 392.01 feet to the point of beginning; thence South 52°37'37" West 78.43 feet to a point; thence South 37°22'23" East 174.58 feet to a point; thence along an arc of a curve 112.53 feet, whose center lies to the Southwesterly whose radius is 76.00 feet, and whose chord bears South 44°38'32" East 102.53 feet to a point; thence with a reverse curve 62.54 feet, whose center lies to the East whose radius is 237.03 feet, and whose chord bears South 09°46'56" East 62.36 feet to a point; thence with a compound curve 16.15 feet, whose center lies to the Northeasterly whose radius is 70.10 feet, and whose chord bears South 29°17'15" East 16.12 feet to a point; thence South 35°53'20" East 168.15 feet to a point; thence along an arc of a curve 87.96 feet, whose center lies to the West whose radius is 110.00 feet, and whose chord bears South 12°58'52" East 85.64 feet to a point; thence South 09°55'37" West 62.71 feet to a point; thence along an arc of a curve 30.24 feet, whose center lies to the West whose radius is 242.00 feet, and whose chord bears South 13°30'25" West 30.22 feet to a point; thence South 17°11'01" West 21.50 feet to a point; thence South 73°50'42" East 24.94 feet to a point; thence South 17°20'19" West 129.27 feet to a point; thence North 71°55'50" West 33.11 feet to a point; thence along an arc of a curve 27.15 feet, whose center lies to the East whose radius is 140.00 feet, and whose chord bears South 15°41'45" West 27.10 feet to a point; thence South 10°08'28" West 43.76 feet to a point; thence along an arc of a curve 20.73 feet, whose center lies to the East whose radius is 100.00 feet, and whose chord bears South 04°12'04" West 20.70 feet to a point; thence South 01°44'20" East 173.36 feet to a point; thence along an arc of a curve 56.48 feet, whose center lies to the East whose radius is 130.00 feet, and whose chord bears South 14°54'08" East 56.04 feet to a point; thence with a reverse curve 21.86 feet, whose center lies to the West whose radius is 98.00 feet, and whose chord bears South 20°57'31" East 21.81 feet to a point; thence South 14°34'08" East 237.42 feet to a point; thence along an arc of a curve 26.35 feet, whose center lies to the West whose radius is 124.00 feet, and whose chord bears South 08°28'56" East 26.30 feet to a point; thence South 02°23'43" East 13.77 feet to a point; thence South 02°44'00" West 45.06 feet to a point; thence South 04°37'45" West 123.52 feet to a point; thence along an arc of a curve 6.11 feet, whose center lies to the East whose radius is 44.00 feet, and whose chord bears South 00°39'01" West 6.11 feet to a point; thence South 03°19'43" East 92.27 feet to a point; thence along an arc of a curve 140.85 feet, whose center lies to the Northwesterly whose radius is 89.00 feet, and whose chord bears South 42°00'30" West 126.60 feet to a point; thence South 87°20'43" West 12.60 feet to a point; thence South 05°20'33" East 18.82 feet to a point; thence South 87°20'43" West 27.86 feet to a point; thence along an arc of a curve 9.65 feet, whose center lies to the South whose radius is 119.20 feet, and whose chord bears South 85°01'33" West 9.65 feet to a point; thence South 82°42'23" West 35.33 feet to a point; thence South 79°49'47" West 4.70 feet to a point; thence North 06°56'18" West 18.83 feet to a point; thence South 79°49'47" West 2.61 feet to a point; thence along an arc of a curve 120.58 feet, whose center lies to the Northeasterly whose radius is 79.00 feet, and whose chord bears North 56°26'41" West 109.21 feet to a point; thence with a reverse curve along an arc of a curve 20.30 feet, whose center lies to the Southwesterly whose radius is 34.66 feet, and whose chord bears North 29°30'10" West 20.02 feet to a point; thence North 46°17'09" West 40.65 feet to a point; thence along an arc of a curve 137.21 feet, whose center lies to the East whose radius is 112.00 feet, and

whose chord bears North 11°11'20" West 128.79 feet to a point; thence North 23°54'30" East 41.62 feet to a point; thence along an arc of a curve 5.74 feet, whose center lies to the West whose radius is 54.48 feet, and whose chord bears North 20°53'33" East 5.73 feet to a point; thence North 18°02'14" East 32.03 feet to a point; thence along an arc of a curve 11.05 feet, whose center lies to the West whose radius is 52.30 feet, and whose chord bears North 12°18'42" East 11.03 feet to a point; thence North 06°15'31" East 30.31 feet to a point; thence along an arc of a curve 10.23 feet, whose center lies to the West whose radius is 48.48 feet, and whose chord bears North 00°32'20" East 10.21 feet to a point; thence North 05°30'30" West 30.96 feet to a point; thence along an arc of a curve 9.92 feet, whose center lies to the West whose radius is 58.00 feet, and whose chord bears North 11°19'00" West 9.91 feet to a point; thence North 16°12'55" West 16.29 feet to a point; thence along an arc of a curve 35.16 feet, whose center lies to the West whose radius is 188.89 feet, and whose chord bears North 21°53'42" West 35.11 feet to a point; thence North 27°13'41" West 29.24 feet to a point; thence along an arc of a curve 128.52 feet, whose center lies to the East whose radius is 165.52 feet, and whose chord bears North 02°48'10" West 125.32 feet to a point; thence North 19°26'29" East 91.91 feet to a point; thence along an arc of a curve 30.02 feet, whose center lies to the West whose radius is 370.00 feet, and whose chord bears North 17°07'03" East 30.01 feet to a point; thence North 14°47'36" East 161.24 feet to a point; thence along an arc of a curve 63.37 feet, whose center lies to the West whose radius is 100.00 feet, and whose chord bears North 03°21'43" West 62.32 feet to a point; thence with a reverse curve 22.44 feet, whose center lies to the East whose radius is 100.00 feet, and whose chord bears North 15°05'22" West 22.39 feet to a point; thence with a reverse curve 54.29 feet, whose center lies to the West whose radius is 370.00 feet, and whose chord bears North 12°51'55" West 54.24 feet to a point; thence North 17°04'06" West 75.95 feet to a point; thence along an arc of a curve 395.21 feet, whose center lies to the East whose radius is 624.28 feet, and whose chord bears North 01°04'02" East 388.64 feet to a point; thence with a reverse curve along an arc of a curve 46.24 feet, whose center lies to the West whose radius is 238.65 feet, and whose chord bears North 13°39'10" East 46.16 feet to a point; thence with a reverse curve 100.21 feet, whose center lies to the Southeasterly whose radius is 76.00 feet, and whose chord bears North 45°52'33" East 93.11 feet to a point; thence North 37°22'23" West 176.40 feet to a point; thence North 52°37'37" East 88.12 feet to a point; thence South 39°17'25" East 9.01 feet to the point of beginning.

Excepting therefrom lands described in Storm Water Maintenance Easement.

As depicted on the attached Access & Maintenance Easement Detail Map.

EXHIBIT F

LEGAL DESCRIPTION FOR STORM WATER MAINTENANCE EASEMENT

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 25, thence North 01°34'08" West along the East line of said 1/4 Section 1569.25 feet to a point; thence South 88°25'52" West 166.16 feet to a point of curve on the West Frontage Road thence South 73°02'09" West 127.73 feet to the point of beginning; thence South 35°53'20" East 168.15 feet to a point; thence along an arc of a curve 79.96 feet, whose center lies to the West whose radius is 100.00 feet, and whose chord bears South 12°58'52" East 77.85 feet to a point; thence South 09°55'37" West 62.71 feet to a point; thence along an arc of a curve 28.98 feet, whose center lies to the West whose radius is 232.00 feet, and whose chord bears South 13°30'22" West 28.97 feet to a point; thence South 17°11'01" West 21.68 feet to a point; thence North 73°50'45" West 9.00 feet to a point; thence South 17°11'01" West 70.42 feet to a point; thence along an arc of a curve 13.80 feet, whose center lies to the Northwesterly whose radius is 71.00 feet, and whose chord bears South 22°45'12" West 13.78 feet to a point; thence South 28°19'23" West 23.49 feet to a point; thence along an arc of a curve 20.68 feet, whose center lies to the Southeasterly whose radius is 159.00 feet, and whose chord bears South 24°35'48" West 20.67 feet to a point; thence South 71°55'50" East 9.01 feet to a point; thence along an arc of a curve 28.53 feet, whose center lies to the East whose radius is 150.00 feet, and whose chord bears South 15°35'23" West 28.49 feet to a point; thence South 10°08'28" West 10.00 feet to a point; thence along an arc of a curve 62.96 feet, whose center lies to the Northwesterly whose radius is 80.00 feet, and whose chord bears South 32°41'12" West 61.35 feet to a point; thence along an arc of a curve 15.76 feet, whose center lies to the Southeasterly whose radius is 20.00 feet, and whose chord bears South 32°39'18" West 15.36 feet to a point; thence South 10°04'40" West 50.36 feet to a point; thence along an arc of a curve 22.88 feet, whose center lies to the Northeasterly whose radius is 20.00 feet, and whose chord bears South 22°41'34" East 21.65 feet to a point; thence with a reverse curve along an arc of a curve 84.09 feet, whose center lies to the Southwesterly whose radius is 89.68 feet, and whose chord bears South 28°36'04" East 81.05 feet to a point; thence South 01°44'20" East 24.01 feet to a point; thence along an arc of a curve 60.89 feet, whose center lies to the East whose radius is 140.00 feet, and whose chord bears South 14°53'21" East 60.41 feet to a point; thence with a reverse curve along an arc of a curve 19.63 feet, whose center lies to the West whose radius is 88.00 feet, and whose chord bears South 20°57'31" East 19.59 feet to a point; thence South 14°34'08" East 237.42 feet to a point; thence along an arc of a curve 24.22 feet, whose center lies to the West whose radius is 114.00 feet, and whose chord bears South 08°28'56" East 24.18 feet to a point; thence South 02°23'43" East 13.32 feet to a point; thence South 02°44'00" West 44.44 feet to a point; thence South 04°37'45" West 123.35 feet to a point; thence along an arc of a curve 7.50 feet, whose center lies to the East whose radius is 54.00 feet, and whose chord bears South 00°39'01" West 7.49 feet to a point; thence South 03°19'43" East 92.27 feet to a point; thence along an arc of a curve 125.02 feet, whose center lies to the Northwesterly whose radius is 79.00 feet, and whose chord bears South 42°00'30" West 112.38 feet to a point; thence South 87°20'43" West 13.07 feet to a point; thence North 05°20'33" West 8.81 feet to a point; thence South 87°20'43" West 26.10 feet to a point; thence along an arc of a curve 12.70 feet, whose center lies to the South whose radius is 156.80 feet, and whose chord bears South 85°01'33" West 12.69 feet to a point; thence South 82°42'23" West 36.28 feet to a point; thence South 79°49'47" West 3.52 feet to a point; thence South 06°56'18" East 8.81 feet to a point; thence South 79°49'47" West 3.18 feet to a point; thence along an arc of a curve 105.32 feet, whose center lies to the Northeasterly whose radius is 69.00 feet, and whose chord bears North 56°26'41" West 95.39 feet

to a point; thence with a reverse curve 26.16 feet, whose center lies to the Southwesterly whose radius is 44.66 feet, and whose chord bears North 29°30'10" West 25.79 feet to a point; thence North 46°17'09" West 40.65 feet to a point; thence along an arc of a curve 124.96 feet, whose center lies to the East whose radius is 102.00 feet, and whose chord bears North 11°11'19" West 117.29 feet to a point; thence North 23°54'30" East 41.31 feet to a point; thence along an arc of a curve 6.77 feet, whose center lies to the West whose radius is 64.48 feet, and whose chord bears North 21°02'48" East 6.77 feet to a point; thence North 18°02'14" East 32.00 feet to a point; thence along an arc of a curve 13.13 feet, whose center lies to the West whose radius is 62.30 feet, and whose chord bears North 12°17'53" East 13.11 feet to a point; thence North 06°15'31" East 30.29 feet to a point; thence along an arc of a curve 12.31 feet, whose center lies to the West whose radius is 58.48 feet, and whose chord bears North 00°31'27" East 12.29 feet to a point; thence North 05°30'30" West 31.03 feet to a point; thence along an arc of a curve 11.71 feet, whose center lies to the West whose radius is 68.00 feet, and whose chord bears North 11°16'55" West 11.70 feet to a point; thence North 16°12'55" West 16.32 feet to a point; thence along an arc of a curve 37.05 feet, whose center lies to the West whose radius is 198.89 feet, and whose chord bears North 21°53'26" West 37.00 feet to a point; thence North 27°13'41" West 29.04 feet to a point; thence along an arc of a curve 120.57 feet, whose center lies to the East whose radius is 155.52 feet, and whose chord bears North 02°46'06" West 117.57 feet to a point; thence North 19°26'29" East 91.91 feet to a point; thence along an arc of a curve 30.83 feet, whose center lies to the West whose radius is 380.00 feet, and whose chord bears North 17°07'03" East 30.82 feet to a point; thence North 14°47'36" East 49.99 feet to a point; thence along an arc of a curve 101.22 feet, whose center lies to the Southeasterly whose radius is 88.00 feet, and whose chord bears North 47°44'46" East 95.73 feet to a point; thence with a reverse curve 25.97 feet, whose center lies to the Northwesterly whose radius is 20.00 feet, and whose chord bears North 43°30'08" East 24.18 feet to a point; thence North 06°18'18" East 21.83 feet to a point; thence along an arc of a curve 26.55 feet, whose center lies to the Southwesterly whose radius is 20.00 feet, and whose chord bears North 31°43'05" West 24.64 feet to a point; thence with a reverse curve 95.94 feet, whose center lies to the Northeasterly whose radius is 90.00 feet, and whose chord bears North 39°12'06" West 91.46 feet to a point; thence with a reverse curve 55.75 feet, whose center lies to the West whose radius is 380.00 feet, and whose chord bears North 12°51'55" West 55.70 feet to a point; thence North 17°04'06" West 75.95 feet to a point; thence along an arc of a curve 388.88 feet, whose center lies to the East whose radius is 614.28 feet, and whose chord bears North 01°04'02" East 382.41 feet to a point; thence with a reverse curve 48.17 feet, whose center lies to the West whose radius is 248.65 feet, and whose chord bears North 13°39'10" East 48.10 feet to a point; thence with a reverse curve 195.45 feet, whose center lies to the South whose radius is 66.00 feet, and whose chord bears South 87°03'38" East 131.46 feet to a point; thence with a reverse curve 65.63 feet, whose center lies to the East whose radius is 247.03 feet, and whose chord bears South 09°50'06" East 65.44 feet to a point; thence with a compound curve 18.94 feet, whose center lies to the Northeasterly whose radius is 80.10 feet, and whose chord bears South 29°07'00" East 18.89 feet to the point of beginning.

ALSO,

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of the Northeast 1/4 of Section 25; thence South 89°23'03" West along the South line of the Northeast 1/4 a distance of 450.00 feet to a point; thence North 00°36'57" West 50.00 feet to a point on the South line of a proposed Certified Survey Map; thence South 89°23'03" West along said South line 235.24 feet to the point of beginning; thence continuing South 89°23'03" West along said South line 15.00 feet to a point; thence North 00°19'04" West 58.48 feet to a point; thence North 67°32'51" East 278.25

feet to a point; thence South 22°27'09" East 15.00 feet to a point; thence South 67°32'51" West 268.16 feet to a point; thence South 00°19'04" East 48.31 feet to the point of beginning.

ALSO,

That part of Certified Survey Map No. 1084 recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on January 14, 1986 in Vol. 1210 Page 114 as Document No. 747277 and lands in the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 25; thence South 89°23'03" West along the South line of the Northeast 1/4 a distance of 450.00 feet to a point; thence North 00°36'57" West 60.00 feet to a point on the North line of 38th Street, C.T.H. "N"; thence North 89°23'03" East along said North line 233.54 feet to the point of beginning; thence North 31°11'42" West 126.96 feet to a point; thence North 58°48'18" East 15.00 feet to a point; thence South 31°11'42" East 135.82 feet to the said North line; thence South 89°23'03" West along said North line 17.42 feet to the point of beginning.

ALSO,

That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Section 25; thence North 01°34'08" West along the East line of said Northeast 1/4 Section 1105.65 feet to a point; thence South 88°25'52" West 26.94 feet to the point of beginning; thence North 69°09'19" West 233.22 feet to the point; thence North 20°50'41" East 15.00 feet to a point; thence South 69°09'19" East 225.91 feet to a point on the West line of the West Frontage Road and the arc of a curve; thence 16.69 feet along the arc of a curve with its center to the Southwest having a radius of 1030.00 feet and bearing South 05°09'22" East 16.69 feet to the point of beginning.

ALSO,

That part of the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 24, and the Northwest 1/4, Southwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 25, Town 2 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 24, thence North 01°52'22" West along the West line of said 1/4 Section 2370.28 feet to a point; thence North 88°07'38" East 165.44 feet; thence South 14°00'00" West 203.64 feet to the point of beginning; thence South 69°14'39" East 85.32 feet to a point; thence North 21°49'59" East 9.23 feet to a point; thence North 36°05'00" East 53.27 feet to a point; thence North 86°33'54" East 23.59 feet to a point; thence North 53°13'05" East 33.74 feet; thence North 40°18'27" East 42.88 feet to a point; thence North 60°55'25" East 88.72 feet to a point; thence South 72°21'52" East 279.08 feet to a point; thence North 84°22'13" East 48.07 feet to a point; thence South 67°10'57" East 31.49 feet to a point; thence South 84°22'13" West 78.84 feet to a point; thence North 72°21'52" West 183.23 feet to a point; thence South 74°20'54" West 22.98 feet to a point; thence South

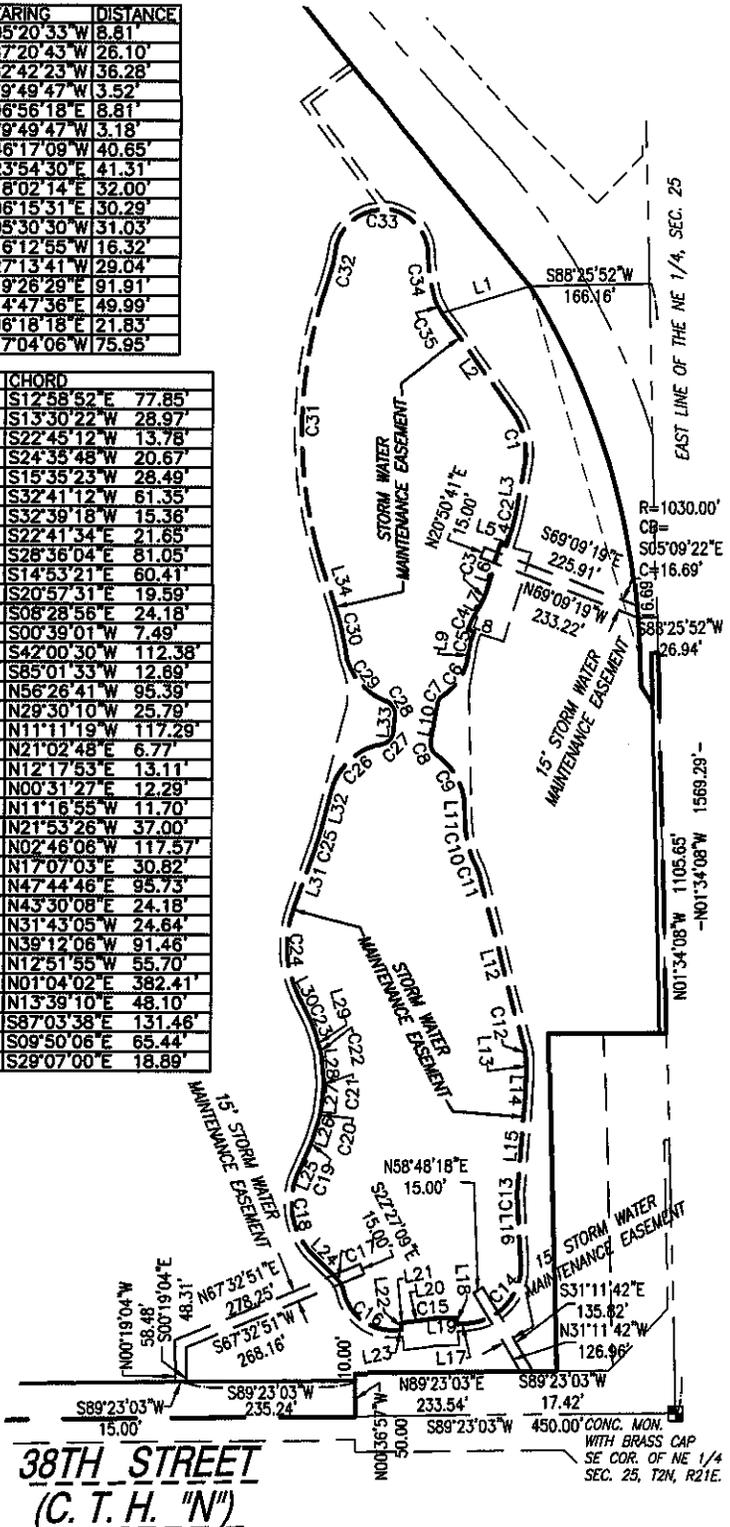
74°20'54" West 43.50 feet to a point; thence North 15°39'06" West 15.00 feet to a point; thence North 74°20'54" East 52.74 feet to a point; thence North 72°21'52" West 74.91 feet to a point; thence South 60°55'25" West 82.58 feet to a point; thence South 40°18'27" West 42.19 feet to a point; thence South 53°13'05" West 37.87 feet to a point; thence South 86°33'54" West 21.87 feet to a point; thence South 36°05'00" West 47.31 feet to a point; thence South 21°49'59" West 7.79 feet to a point; thence South 69°14'39" East 31.84 feet to a point; thence South 20°45'21" West 15.00 feet to a point; thence North 69°14'39" West 32.12 feet to a point; thence South 21°49'59" West 63.68 feet to a point; thence South 34°30'18" West 44.44 feet to a point; thence South 58°38'03" West 30.05 feet to a point; thence South 26°27'41" West 5.81 feet to a point; thence South 01°27'42" East 20.50 feet to a point; thence North 61°53'26" East 36.25 feet to a point; thence South 28°06'34" East 15.00 feet to a point; thence South 61°53'26" West 35.28 feet to a point; thence South 67°36'05" East 40.28 feet to a point; thence North 75°18'14" East 28.59 feet to a point; thence North 45°18'14" East 343.34 feet to a point; thence North 15°33'18" East 24.02 feet to a point; thence North 15°39'06" West 6.92 feet to a point; thence North 74°20'54" East 10.00 feet to a point; thence South 15°39'06" East 9.72 feet to a point; thence South 15°33'18" West 29.47 feet to a point; thence South 45°18'14" West 348.68 feet to a point; thence South 75°18'14" West 34.63 feet to a point; thence North 67°36'05" West 51.88 feet to a point; thence South 61°53'26" West 45.21 feet to a point; thence North 01°52'22" West 16.72 feet to a point; thence North 61°53'26" East 38.62 feet to a point; thence North 01°27'42" West 28.00 feet to a point; thence North 26°27'41" East 11.18 feet to a point; thence North 58°38'03" East 30.80 feet to a point; thence North 34°30'18" East 41.19 feet to a point; thence North 21°49'59" East 62.38 feet to a point; thence North 69°14'39" West 83.26 feet to a point; thence North 14°00'00" East 15.10 feet to the point of beginning.

As depicted on the attached Storm Water Maintenance Easement Detail Maps.

STORM WATER MAINTENANCE EASEMENT DETAIL

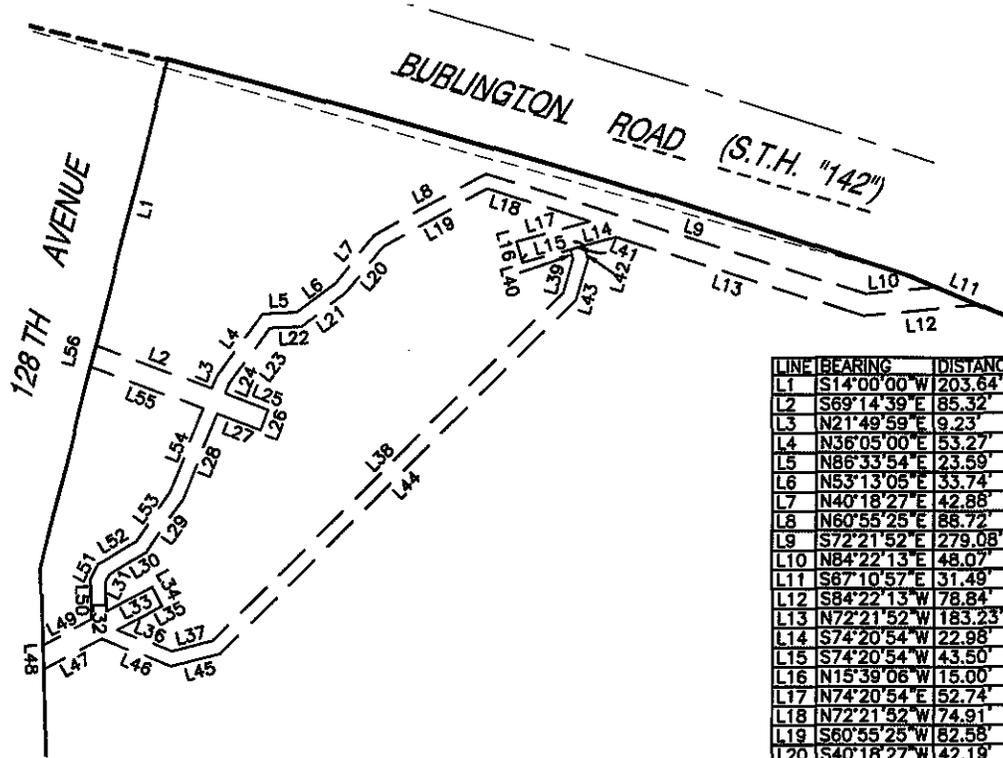
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S73°02'09" W	127.73'	L18	N05°20'33" W	8.61'
L2	S35°53'20" E	168.15'	L19	S87°20'43" W	26.10'
L3	S09°55'37" W	62.71'	L20	S82°42'23" W	36.28'
L4	S17°11'01" W	21.68'	L21	S79°49'47" W	3.52'
L5	N73°50'45" W	9.00'	L22	S06°56'18" E	8.81'
L6	S17°11'01" W	70.42'	L23	S79°49'47" W	3.18'
L7	S28°19'23" W	23.49'	L24	N46°17'09" W	40.65'
L8	S71°55'50" E	9.01'	L25	N23°54'30" E	41.31'
L9	S10°08'28" W	10.00'	L26	N18°02'14" E	32.00'
L10	S10°04'40" W	50.36'	L27	N06°15'31" E	130.29'
L11	S01°44'20" E	24.01'	L28	N05°30'30" W	31.03'
L12	S14°34'08" E	237.42'	L29	N16°12'55" W	16.32'
L13	S02°23'43" E	13.32'	L30	N27°13'41" W	29.04'
L14	S02°44'00" W	44.44'	L31	N19°26'29" E	91.91'
L15	S04°37'45" W	123.35'	L32	N14°47'36" E	49.99'
L16	S03°19'43" E	92.27'	L33	N06°18'18" E	21.83'
L17	S87°20'43" W	13.07'	L34	N17°04'06" W	75.95'

CURVE	ARC	RADIUS	DELTA	CHORD
C1	79.96'	100.00'	45°48'57"	S12°58'52" E 77.85'
C2	28.98'	232.00'	7°09'29"	S13°30'22" W 28.97'
C3	13.80'	71.00'	11°08'22"	S22°45'12" W 13.78'
C4	20.68'	159.00'	7°27'10"	S24°35'48" W 20.67'
C5	28.53'	150.00'	10°53'51"	S15°35'23" W 28.49'
C6	62.96'	80.00'	45°05'28"	S32°41'12" W 61.35'
C7	15.76'	20.00'	45°09'15"	S32°39'18" W 15.36'
C8	22.88'	20.00'	65°32'28"	S22°41'34" E 21.65'
C9	84.09'	89.68'	53°43'28"	S28°36'04" E 81.05'
C10	60.89'	140.00'	24°55'08"	S14°53'21" E 60.41'
C11	19.63'	88.00'	12°46'46"	S20°57'31" E 19.59'
C12	24.22'	114.00'	12°10'25"	S08°28'56" E 24.18'
C13	7.50'	54.00'	7°57'28"	S00°39'01" W 7.49'
C14	125.02'	79.00'	90°40'26"	S42°00'30" W 112.38'
C15	12.70'	156.80'	4°38'20"	S85°01'33" W 12.69'
C16	105.32'	69.00'	87°27'03"	N56°26'41" W 95.39'
C17	26.16'	44.66'	33°34'00"	N29°30'10" W 25.79'
C18	124.96'	102.00'	70°11'39"	N11°11'19" W 117.29'
C19	6.77'	64.48'	6°01'07"	N21°02'48" E 6.77'
C20	13.13'	62.30'	12°04'43"	N12°17'53" E 13.11'
C21	12.31'	58.48'	12°03'54"	N00°31'27" E 12.29'
C22	11.71'	68.00'	9°52'00"	N11°16'55" W 11.70'
C23	37.05'	198.89'	10°40'30"	N21°53'26" W 37.00'
C24	120.57'	155.52'	44°25'09"	N02°46'06" W 117.57'
C25	30.83'	380.00'	4°38'55"	N17°07'03" E 30.82'
C26	101.22'	88.00'	65°54'20"	N47°44'46" E 95.73'
C27	25.97'	20.00'	74°23'37"	N43°30'08" E 24.18'
C28	26.55'	20.00'	76°02'46"	N31°43'05" W 24.64'
C29	95.94'	90.00'	61°04'45"	N39°12'06" W 91.46'
C30	55.75'	380.00'	8°24'23"	N12°51'55" W 55.70'
C31	388.88'	614.28'	36°16'17"	N01°04'02" E 382.41'
C32	48.17'	248.65'	11°06'03"	N13°39'10" E 48.10'
C33	195.45'	66.00'	169°40'27"	S87°03'38" E 131.46'
C34	65.63'	247.03'	15°13'23"	S09°50'06" E 65.44'
C35	18.94'	80.10'	13°32'40"	S29°07'00" E 18.89'



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

STORM WATER MAINTENANCE EASEMENT DETAIL



LINE	BEARING	DISTANCE
L1	S14°00'00" W	203.64'
L2	S69°14'39" E	85.32'
L3	N21°49'59" E	9.23'
L4	N36°05'00" E	53.27'
L5	N86°33'54" E	23.59'
L6	N53°13'05" E	33.74'
L7	N40°18'27" E	42.88'
L8	N60°55'25" E	88.72'
L9	S72°21'52" E	279.08'
L10	N84°22'13" E	48.07'
L11	S87°10'57" E	31.49'
L12	S84°22'13" W	78.84'
L13	N72°21'52" W	183.23'
L14	S74°20'54" W	22.98'
L15	S74°20'54" W	43.50'
L16	N15°39'06" W	15.00'
L17	N74°20'54" E	52.74'
L18	N72°21'52" W	74.91'
L19	S60°55'25" W	82.58'
L20	S40°18'27" W	42.19'
L21	S53°13'05" W	37.87'
L22	S86°33'54" W	21.87'
L23	S36°05'00" W	47.31'
L24	S21°49'59" W	7.79'
L25	S69°14'39" E	31.84'
L26	S20°45'21" W	15.00'
L27	N69°14'39" W	32.12'
L28	S21°49'59" W	63.68'
L29	S34°30'18" W	44.44'
L30	S58°38'03" W	30.05'
L31	S26°27'41" W	5.81'
L32	S01°27'42" E	20.50'
L33	N61°53'26" E	36.25'
L34	S28°06'34" E	15.00'
L35	S61°53'26" W	35.28'
L36	S67°36'05" E	40.28'
L37	N75°18'14" E	28.59'
L38	N45°18'14" E	343.34'
L39	N15°33'18" E	24.02'
L40	N15°39'06" W	6.92'
L41	N74°20'54" E	10.00'
L42	S15°39'06" E	9.72'
L43	S15°33'18" W	29.47'
L44	S45°18'14" W	348.68'
L45	S75°18'14" W	34.63'
L46	N67°36'05" W	51.88'
L47	S61°53'26" W	45.21'
L48	N01°52'22" W	16.72'
L49	N61°53'26" E	36.62'
L50	N01°27'42" W	28.00'
L51	N26°27'41" E	11.18'
L52	N58°38'03" E	30.80'
L53	N34°30'18" E	41.19'
L54	N21°49'59" E	62.38'
L55	N69°14'39" W	83.26'
L56	N14°00'00" E	15.10'