

DOC# 1169334
[Barcode]

Recorded
AUG. 17, 2007 AT 11:35AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$31.00

TOWNS OF RICHFIELD AND POLK
STORMWATER MANAGEMENT
FACILITY MAINTENANCE AGREEMENT

Document No. Document Title

Owner/Developer: Cabela's Retail, Incorporated
Governing Bodies: Towns of Richfield and Polk

The Owner/Developer and the Governing Bodies do hereby enter into this agreement, in accordance with Section 58-127 of the Town of Richfield Ordinances and Chapter 19 of the Town of Polk Ordinances, for the routine and extraordinary post construction maintenance of the stormwater management facility (or facilities) installed for the use and benefit of the development and property described below. This agreement includes the following exhibits;

- Exhibit A:** Legal Description of Cabela's Retail Development and Property
- Exhibit B:** Location Map and Legal Descriptions of Stormwater Management Facilities
- Exhibit C:** Prescribed Facility Maintenance Practices and Procedures

Recording Area

31-11

Legal Description: Cabela's Retail Development and Property is part of the NE ¼ of fractional Section 1 in Township 9 North, Range 19 East, Town of Richfield, and the Southeast ¼ of Section 36, Township 10 North, Range 19 East, in the Town of Polk, Washington County, Wisconsin, more particularly described on the attached "Exhibit A;" - stormwater management facilities for which are further described on the attached Exhibit B.

Name and Return Address:
Town of Richfield
c/o Toby Cotter
4128 Hubertus Road
Hubertus, WI 53033

Identification of the party responsible for the perpetual maintenance of the stormwater facilities: Cabela's Retail, Incorporated (Owner/Developer) and/or any owner of record assigned an interest by the Owner/Developer (Operator). The Operator is hereby obligated to maintain the stormwater facilities in accordance with the schedule and procedures set forth in this agreement. An undivided fractional interest based on amount of acreage conveyed will be assigned to each property owner, upon the sale of said property from Owner/Developer. As the total useable land area of the Cabela's Retail Development and Property is 59 acres, the undivided fractional interest appurtenant to each acre of Cabela's Retail Development and Property shall be 1/59th or 1.695%. Owner/Developer's inclusion as an Operator will terminate upon the assignment of all interest.

T9-1066-00A, T9-1069
T10-0002 & T10-0003

Parcel Identification Number (PIN)

The Governing Bodies, their administering authority, assigns, or designees, are granted access to and upon those portions of the described property as necessary to evaluate and inspect the stormwater management facilities to ascertain that the practices are being maintained and operated in accordance with this agreement, *Chapter 58 of the Town of Richfield Ordinances and Chapter 19 of the Town of Polk Ordinances*. The administering authority shall maintain, as a public record, the results of the site inspections, shall inform the Operator of the inspection results, and shall recommend any corrective actions required to bring the stormwater management practice into proper operating condition. Upon notification to the Operator from the administering authority of maintenance deficiencies that require correction, the specified corrective actions shall be undertaken by the Operator within a reasonable time frame, as set forth by the administering authority. The administering authority is authorized to execute the needed actions identified in any inspection report, if the Operator does not initiate the required corrections within the specified time period. The cost, plus administrative charges, of any work executed by the administering authority to correct maintenance deficiencies shall be assessed and entered upon the tax rolls of the Operators of such stormwater facilities by the Towns of Richfield or Polk, as appropriate, pursuant to §66.0627 Wis. Stats.

This agreement does not cover improvements or infrastructure dedicated to the public and accepted by the local municipality, to include gutters, channels, culverts, roadside ditches or storm sewer appurtenances, whether located within public right-of-way, easements or upon private property.

To these covenants and this agreement the Operator hereby binds themselves, their heirs, executors and assigns forever.

IN WITNESS WHEREOF, the Developer and the Towns of Richfield and Polk have caused this agreement to be signed this 18 day of July, 2007.

"DEVELOPER"

CABELA'S RETAIL, INCORPORATED

BY [Signature] July 18, 2007
Print Name Ralph W. Costner (Date)
Its Secretary-Treasurer

REVIEWED/APPROVED
CABELA'S LEGAL DEPT. [Signature]

State of Nebraska) :ss
County of Cheyenne)

Personally came before me this 18th day of July, 2007, the above named Ralph W. Costner as Secretary/Treasurer of Cabela's Retail, Incorporated, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, Cheyenne County, Nebraska
My commission expires: 2-1-2011

"Town of Richfield"

Diane Pedersen 8/15/07
By: Diane Pederson, Town Chair (date)

Beverly A. Laubenstein
By: Pam Spranger, Town Clerk (date)
Beverly A. Laubenstein 8-15-07
Deputy Clerk

State of Wisconsin :ss
County of Washington)

Personally came before me this 15th day of August, 2007, the above named Diane Pederson, Town, Chair and Pam Spranger, Town Clerk, of the Town of Richfield, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Sandra A. Wahamake
Insert Name
Notary Public, Washington County, WI
My commission expires: 8-15-2010



"Town of Polk"

Willard Hepp 8-14-07
By: Willard Hepp, Town Chair (date)

Catherine Whelan 8-14-07
By: Catherine Whelan, Town Clerk (date)

State of Wisconsin :ss
County of Washington)

Personally came before me this 14 day of August, 2007, the above named Willard Hepp, Town Chair and Catherine Whelan, Town Clerk, of the Town of Polk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Judith Stephenson
Insert Name
Notary Public, Washington County, WI
My commission expires: 5-31-09



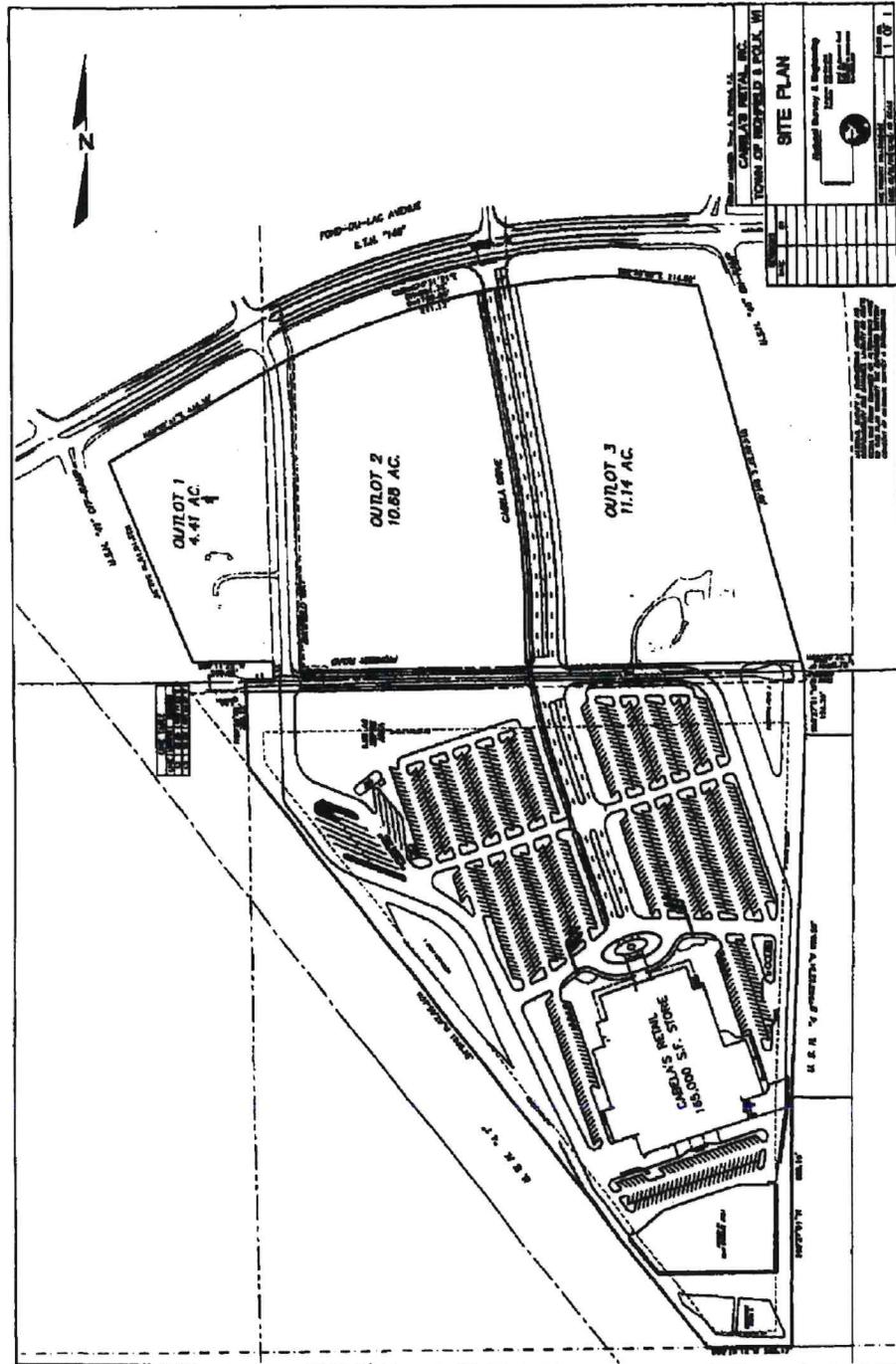
This Instrument was Drafted By:
Washington County Land & Water Conservation Division
333 East Washington Street, Suite 3200
P.O. Box 2003
West Bend, WI 53095-2003

~~Part of the North 1/2 of the Northeast Fractional 1/4 of Section 1, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin, bounded and described as follows:~~

~~Beginning at the Northwest corner of said Northeast 1/4 Section; thence North 89°11'22" East along the North line of said Section 69.65 feet to the Southwest corner of the Southeast 1/4 of Section 36, Town 10 North, Range 19 East; thence South 01°23'21" East 24.75 feet to a point on the South line of Pioneer Road; thence North 89°06'32" East 731.33 feet to a point; thence Northwesterly 24.96 feet along the arc of a curve whose center lies to the Northeast, whose radius is 950.00 feet and whose chord bears North 08°19'55" West 24.96 feet to a point on the North line of the Northeast 1/4 of said Section 1; thence North 89°06'32" East along said North~~

EXHIBIT A

Legal Description of Cabela's Retail Development and Property



P:\200502\dwg\SP\CAH01.dwg, 500 Plot, 5/28/2008 09:13 AM, dwg

EXHIBIT A

Part of the North 1/2 of the Northeast Fractional 1/4 of Section 1, Town 9 North, Range 19 East, in the Town of Richfield, Washington County, Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of said Northeast 1/4 Section; thence North 89°11'22" East along the North line of said Section 69.65 feet to the Southwest corner of the Southeast 1/4 of Section 36, Town 10 North, Range 19 East; thence South 01°23'21" East 24.75 feet to a point on the South line of Pioneer Road; thence North 89°06'32" East 731.33 feet to a point; thence Northwesterly 24.96 feet along the arc of a curve whose center lies to the Northeast, whose radius is 950.00 feet and whose chord bears North 08°19'55" West 24.96 feet to a point on the North line of the Northeast 1/4 of said Section 1; thence North 89°06'32" East along said North line 589.48 feet to a point on the Westerly line of USH "45"; thence South 00°27'51" West along said West line 156.39 feet to a point; thence South 02°22'24" West along said West line 900.50 feet to a point; thence South 00°27'51" West along said West line 628.16 feet to a point on the South line of the North 1/2 of said Northeast 1/4 Section; thence South 89°15'12" West along said South line 208.17 feet to a point on the Northeasterly line of USH "41"; thence North 37°50'29" West along said Northeasterly line 1,845.35 feet to a point on the West line of said Northeast 1/4 Section; thence North 00°56'09" West along said West line 208.22 feet to the point of beginning.

ALSO

The West one-half of the Southeast One Quarter (W1/2 SE 1/4) of Section Thirty-Six (36), Township Ten (10) North, Range Nineteen (19) East, Town of Polk, Washington County, Wisconsin, lying Southerly of STH No. "145" and Westerly of STH "45", excepting therefrom any portion thereof contained in Award of Damages recorded in Washington County Registry on June 13, 1973 in Volume 544 of Records, Page 252 as Document No. 343723.

ALSO

That part of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section Thirty-Six (36), Township Ten (10) North of Range Nineteen (19) East, Town of Polk, Washington County, Wisconsin, lying Easterly of the right-of-way of U.S. Highway 41 and Southerly of the right-of-way of State Trunk Highway 145, as the same are now located, both as described in Award of Damages recorded in the Washington County Registry in Volume 544 of Records on Page 257, as Document No. 343725.

Further excepting therefrom that portion thereof heretofore conveyed to Washington County by Quit Claim Deed recorded October 4, 1952 in Volume 189 of Deeds, Page 450 and Document No. 216626.

EXHIBIT B

**CABELA'S TOWN OF RICHFIELD
POND 1 EXHIBIT**

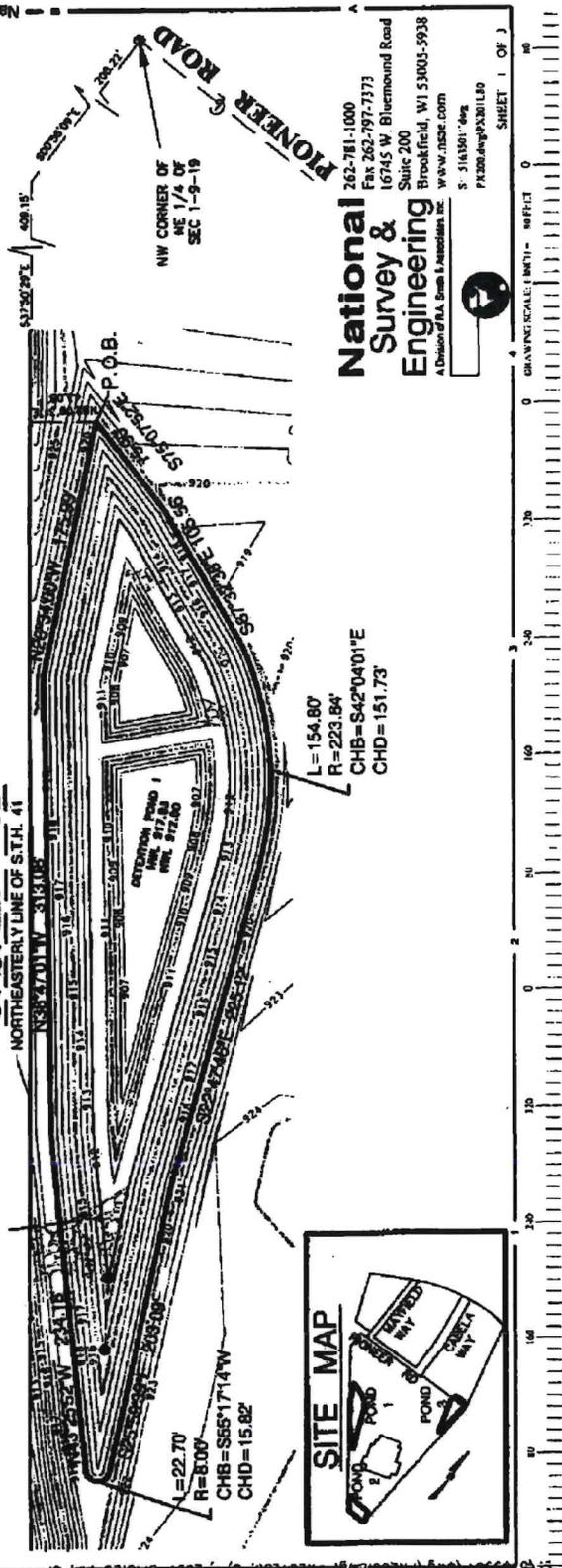
LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWN 9 NORTH, RANGE 19 EAST, IN THE TOWN OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION THENCE SOUTH 00°56'09" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 200.22 FEET TO A POINT ON THE NORTHEASTERLY LINE OF UNITED STATES HIGHWAY 41 (U.S.H. "41"); THENCE SOUTH 37°50'29" EAST ALONG SAID NORTHEASTERLY LINE 400.15 FEET TO A POINT; THENCE NORTH 52°08'31" EAST 43.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°07'52" EAST 75.90 FEET TO A POINT; THENCE SOUTH 67°32'38" EAST 105.86 FEET TO A POINT; THENCE SOUTHEASTERLY 154.80 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 223.84 FEET AND WHOSE CHORD BEARS SOUTH 42°04'01" EAST 191.73 FEET TO A POINT; THENCE SOUTH 22°47'48" EAST 225.12 FEET TO A POINT; THENCE SOUTH 25°59'39" EAST 203.09 FEET TO A POINT; THENCE SOUTHWESTERLY 22.70 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 8.00 FEET AND WHOSE CHORD BEARS SOUTH 55°17'14" WEST 15.82 FEET TO A POINT; THENCE NORTH 43°25'52" WEST 234.18 FEET TO A POINT; THENCE NORTH 38°47'01" WEST 313.08 FEET TO A POINT; THENCE NORTH 28°34'00" WEST 175.99 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 65,894 SQUARE FEET OR 1.5081 ACRES.

APRIL 27, 2007

DRAWING NO.: 163501-CLH

U.S.H. 41
 NORTHEASTERLY LINE OF S.T.H. 41



National Survey & Engineering
 A Division of S.A. Smith & Associates, Inc.
 262-781-1000
 Fax 262-797-7373
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5938
 WWW.NSEI.COM
 S: 3163011.dwg
 PK:000.dwg/PK:001.L80
 SHEET 1 OF 3



CABELA'S TOWN OF RICHFIELD POND 2 EXHIBIT

LEGAL DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 1, TOWN 9 NORTH, RANGE 19 EAST, IN THE TOWN OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 00°56'08" EAST ALONG THE LINE OF SAID 1/4 SECTION 208.22 FEET TO A POINT ON THE NORTHEASTERN LINE OF UNITED STATES HIGHWAY 41 (U.S.H. 41); THENCE SOUTH 37°50'29" EAST ALONG SAID NORTHEASTERN LINE 1661.37 FEET TO A POINT; THENCE NORTH 52°09'31" EAST 16.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°11'11" EAST 22.12 FEET TO A POINT; THENCE SOUTH 82°09'57" EAST 38.77 FEET TO A POINT; THENCE SOUTH 87°42'48" EAST 28.97 FEET TO A POINT; THENCE SOUTH 86°07'34" EAST 34.78 FEET TO A POINT; THENCE SOUTH 85°45'03" EAST 65.22 FEET TO A POINT; THENCE SOUTH 84°09'10" EAST 37.14 FEET TO A POINT; THENCE SOUTH 86°10'01" EAST 22.30 FEET TO A POINT; THENCE SOUTH 102°38'36" EAST 103.85 FEET TO A POINT; THENCE SOUTH 102°28'38" WEST 30.81 FEET TO A POINT; THENCE NORTH 86°38'53" EAST 16.60 FEET TO A POINT; THENCE NORTH 85°50'59" WEST 9.21 FEET TO A POINT; THENCE NORTH 85°28'03" WEST 15.36 FEET TO A POINT; THENCE NORTH 84°04'15" WEST 24.46 FEET TO A POINT; THENCE NORTH 82°37'39" WEST 15.24 FEET TO A POINT; THENCE NORTH 85°28'03" WEST 15.36 FEET TO A POINT; THENCE NORTH 84°04'15" WEST 24.46 FEET TO A POINT; THENCE NORTH 82°37'39" WEST 15.24 FEET TO A POINT; THENCE NORTH 85°28'03" WEST 15.36 FEET TO A POINT; THENCE NORTH 84°04'15" WEST 24.46 FEET TO A POINT; THENCE NORTH 82°37'39" WEST 15.24 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 30,038 SQUARE FEET OR 0.6888 ACRES.

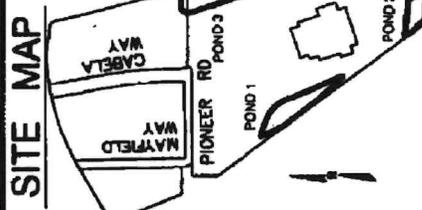
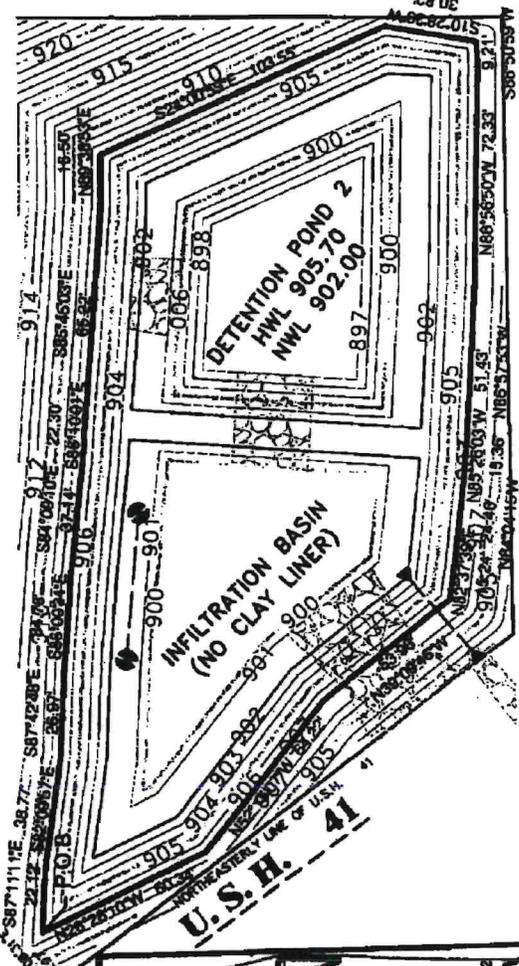
APRIL 27, 2007

DRAWING NO.: 16.3501-CLH

NW CORNER
NE 1/4
SEC 1-9-19

50056'08" E 208.22'

157°50'29" E 1661.37'



National Survey & Engineering
 A Division of H. Benn & Associates, Inc. www.nseinc.com
 262-781-1000
 Fax 262-797-7373
 16745 W. Bluemound Road
 Suite 200
 Brookfield, WI 53005-5938
 S...5163391...
 FAX 262-797-7373



EXHIBIT C**Prescribed Stormwater Facility Maintenance Agreement**

Detention Basin Safeguarding: Trash racks, standpipes, outlet structures, outlet pipes, and anti-vortex devices shall be kept clear of debris. Non-structurally sound devices shall be replaced. Floating litter and algae shall be removed monthly. Sediment fore bays shall be dredged within the designed sediment storage cycle, this is usually about every five years, but shall not be greater than ten years. All grassed areas, embankments, and flow control devices showing signs of erosion shall be repaired to the original plan requirements.

Erosion Repair: All grassed areas, embankments and flow control devices showing signs of erosion shall be repaired, reinforced, and revegetated immediately.

Forebay or Sediment Basin Restoration: Once the sediment basin has filled to approximately 50% of its total volume (approximately every 10 to 15 years), sediment shall be removed and placed in an appropriate upland disposal site and stabilized.

Infiltration Basin Refurbishment: Heavy equipment must be kept out of the basin, to avoid compression of soils. Litter should be removed monthly. Deep tillage may be used in soils of marginal infiltration or if extended periods of ponding are occurring. Once the basin has lost 10% of its capacity to sedimentation, the sediment must be removed. Bare areas shall be regraded, seeded or otherwise vegetated.

Mowing: Infiltration devices, dry basins, grassed waterways and buffers shall be mowed to a height of not less than three inches or more importantly to a height above the operating depth for a 1.5 inch rainfall, no less than twice per year. Depending upon the natural height of the selected grasses, mowing may be infrequent and necessary only to prevent the growth of undesirable woody plants and trees. Grasses shall not be allowed to grow to a height that permits branching or bending. This type of mowing requires equipment (*i.e.* sickle bars, flail or rough deck mowers) not associated with residential lawn care. Mowing shall only take place when the ground is dry, able to support machinery and avoid rutting.

Accumulated Sediment Clean-up: Accumulated sediment, in significant proportions, shall be removed and bare areas regraded, seeded or otherwise revegetated. Sediment material, free of trash and debris, may be used to fill and restore small depressions or shallow water pockets and then seeded.

Transported Material Removal: Silt, sod, stone, and any other material transported as a result of high water volumes, velocities or scour shall be removed, replaced and reinforced immediately to its original plan specifications and location occupied prior to the catastrophic event. Trash and other deleterious debris shall be properly discarded.