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RECIPROCAL EASEMENT AGREEMENT WITH
COVENANTS, CONDITIONS AND
RESTRICTIONS

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$203.00



Prepared by and after recording
return to:

Victor A. Kornis
1509 N. Prospect Avenue
Milwaukee, WI 53202

137-
137
Tab

Parcel Identification Numbers: 206-03-19-22-004-001, 206-03-19-22-004-002,
206-03-19-22-004-020, 206-03-19-22-004-010

SEE ATTACHED RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "Agreement") is made and entered into this 21 day of October, 2005, by and between Lynch Ventures, LLC ("Lynch"), Menard, Inc. ("Menard") and MRED (Burlington) Associates, A Wisconsin Limited Partnership ("MRED").

RECITALS

- A. Lynch is the owner of that certain real property situated in the City of Burlington, County of Racine, State of Wisconsin, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Dealership Parcel"). Lynch has previously developed an automobile dealership on the Dealership Parcel.
- B. Contemporaneous with the execution of this Agreement, Menard has acquired from MRED certain real property situated in the City of Burlington, County of Racine, State of Wisconsin, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Menard Parcel"). Menard intends to develop a Menard's retail store on the Menard Parcel.
- C. MRED is the owner of that certain real property situated in the City of Burlington, County of Racine, State of Wisconsin, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Partnership Parcel", "Outlot Parcel 1 of CSM 2651", "Outlot Parcel 2", "Outlot Parcel 3" and "Outlot Parcel 4"). MRED intends to develop Outlot Parcel 2, Outlot Parcel 3 and Outlot Parcel 4 as retail/commercial sites and intends to develop the Partnership Parcel as a retail/commercial and/or residential site.
- D. The Dealership Parcel, the Menard Parcel, the Partnership Parcel, Outlot Parcel 2, Outlot Parcel 3 and Outlot Parcel 4 may be collectively referred to herein as the "Parcels" or each as a "Parcel". (For clarification, all parties acknowledge that Outlot Parcel 1 of CSM 2651 is approximately 0.07 an acre in size and MRED may dedicate the same for public purposes or convey the same to the owner of

the property adjacent to Outlot Parcel 1. In any event, Outlot Parcel 1 is not subject to this Agreement or to any of the terms and conditions set forth herein.)

- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of each Parcel and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Lynch, Menard and MRED hereby covenant and agree that all of the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the respective Owners of each of the Parcels and any and all successors or assigns thereof, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(c) The term "CSM" shall mean that certain Certified Survey Map which includes the Dealership Parcel, the Menard Parcel, the Partnership Parcel, Outlot Parcel 3 and Outlot Parcel 4, which will be recorded prior to or contemporaneous with this Agreement and which shall be

substantially in the form of Exhibit D attached hereto and incorporated herein by this reference.

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibits "B-1" and "B-2" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

2. Easements.

2.1 Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefitted and burdened by the following perpetual easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

(a) Access Easement. A non-exclusive and reciprocal easement for reasonable access, ingress and egress on, over and across the 50 foot/40 foot/41 foot wide Public Cross Access Easement as indicated on pages 8 and 9 of the CSM (the "Access Easement"), so as to provide for the passage of motor vehicles and pedestrians to and from all of the Parcels.

(b) Utility EasementsⓈ

(i) A non-exclusive and reciprocal easement on, over, under and across the 20 foot/30 foot wide Public Utility Easement as indicated on page 6 of the CSM (the "Utility Easement"), so as to provide for the installation, maintenance, repair and replacement of sanitary sewers, telephone or electrical conduits or systems, cable, gas main and other utility facilities necessary for the orderly development and operation of any of the Parcels. For clarification and without limiting the generality of the foregoing, the Utility Easement granted hereunder specifically includes a sanitary sewer easement in favor of the Menard Parcel over that portion of the Utility Easement located

on Outlot Parcel 4 (which is part of Lot 3 of the CSM), again as shown on page 6 of the CSM.

(ii) In addition to the foregoing easement, Lynch grants Menard a non-exclusive easement for the installation, maintenance, repair and replacement of a telephone line and gas line over that portion of the Lynch Parcel for which a utility easement is granted to SBC Communication, Inc. and Wisconsin Energy Corporation, as set forth on the top half of page 7 of the CSM. For convenience of reference, such easement will be included in the definition of "Utility Easement".

(iii) The easements granted in this Section 2.1(b) are granted on the condition that (i) the rights granted pursuant to the Utility Easement shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein and (ii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to the Utility Easement shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel.

(c) Sign Easement. MRED shall construct two monument signs (the "Signs") at the locations shown on the Site Plan. The Signs shall be for the exclusive use of the Owners and/or Permittees of each of the Parcels. Therefore, the Owners of each of the Parcels (and/or their respective Permittees) are hereby granted an easement to access each of the Signs for the purpose of

installing and maintaining their respective sign panels. The sizes and the locations of such sign panels on each of the Signs shall be as set forth on the sign plan attached hereto as Exhibit "C" and by reference made a part hereof. (For clarification, the Enterprise Rent-A-Car and Quicklube sign panels represent part of the operations of the Dealership Parcel.) Once constructed, MRED (for so long as MRED owns the Partnership Parcel, Outlot Parcel 2 and Outlot Parcel 3, and thereafter Lynch) shall maintain, operate, illuminate, repair and replace the Signs. Promptly after completion of construction of the Signs, Lynch and Menard shall pay to MRED a pro rata share of the cost of constructing the Signs. In addition, the Owners of each of the Parcels shall, from time to time, also pay to MRED (for so long as MRED owns the Partnership Parcel, Outlot Parcel 2 and Outlot Parcel 3, and thereafter Lynch) the cost of maintaining, operating, illuminating, repairing, and replacing the Signs. Each Owner's pro rata share of all such costs shall be paid when billed by MRED (or Lynch, as the case may be); all such bills shall contain a detailed itemized description of the costs for which reimbursement is sought. Each Owner's pro rata share shall be equal to a fraction, the numerator of which shall be the number of square feet of size of the sign panels maintained by such Owner's Parcel on the Signs and the denominator of which shall be the aggregate number of square feet of size of all of the sign panels on the Signs. (For clarification, each Owner shall remain responsible for the installation, maintenance, repair and replacement of the sign panels placed on the Signs relating to such Owner's Parcel.)

(d) Drainage Easement. Outlot Parcel 4 shall have an easement upon and across the Menard Parcel for the discharge, drainage, detention and retention of storm water runoff from Outlot Parcel 4 into the retention pond located on the Menard Parcel (as shown on the Site Plan, such retention pond also constitutes the entire "Storm Water Management Easement" set forth on the CSM). For clarification, the easement granted to Outlot Parcel 4 herein shall include the installation and maintenance of underground drainage pipes from Outlot Parcel 4 connected to such retention pond (the "Underground Pipes") and drainage of storm water run off from the

surface of Outlot Parcel 4 across the surface of the Menard Parcel for detention and retention in such retention pond, all as set forth on the civil plans attached hereto as Exhibit E and incorporation by this reference herein. The Owner of the Menard Parcel shall maintain and repair such retention pond. The Owner of the Menard Parcel shall also have the right to relocate such retention pond in the case that alternative storm water storage is provided. Any and all costs to connect the Underground Pipes to the retention pond shown on the Site Plan and CSM shall be the sole cost of the Owner of Outlot Parcel 4. Any and all costs to extend and connect the Underground Pipes to any retention pond relocated by the Owner of the Menard Parcel shall be the sole cost of the Owner of the Menard Parcel. The Owner of Outlot Parcel 4 shall, from time to time, pay to the Owner of the Menard Parcel its pro rata share of the cost of maintaining and repairing such retention pond, as well as a pro rata share of the real estate taxes and insurance reasonably allocable to such retention pond. Such Owner's pro rata share of all such costs shall be paid when billed by the Owner of the Menard Parcel, all such bills shall contain a detailed itemized description of the costs for which reimbursement is sought. Such Owner's pro rata share shall be equal to a fraction, the numerator of which shall be the number of square feet of size of Outlot Parcel 4 and the denominator of which shall be the aggregate number of square feet of size of the Menard Parcel and Outlot Parcel 4.

(For clarification, the Owner of the Dealership Parcel will use and maintain the retention pond located on the Dealership Parcel. The Owners of the Partnership Parcel, Outlot Parcel 2 and Outlot Parcel 3 acknowledge and agree that they will not be entitled to use the retention ponds located on either the Dealership Parcel or the Menard Parcel.)

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of

such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 This subsection is intentionally blank.

2.4 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) No permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of the Utility Easement (excluding improvements typically found in commercial or retail developments) shall be placed over or permitted to encroach upon the Utility Easement. (For clarification, the Owner of the Menard Parcel may install its typical outside yard fence over portions of the Utility Easement.) The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as utility services to the other Owner's Parcel are not unreasonably interrupted and the remaining provisions of this paragraph 2.4 are complied with.

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be

undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall have appropriate insurance naming the other Owner(s) as an additional insured(s) and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s), other improvements and appurtenances and landscaping located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2(b) shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. Each Parcel

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shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

3.3 Maintenance of Access Easement.

(a) MRED and/or Lynch shall maintain (including snow and ice removal) and repair the Access Easement until the earlier to occur of: (i) the second anniversary of the execution of this Agreement or (ii) the date that a Menard's store opens for business on the Menard Parcel. Thereafter, the Owner of the Menard Parcel shall maintain (including snow and ice removal) and repair the Access Easement.

(b) During such period of time as MRED and/or Lynch are maintaining and repairing the Access Easement, the Owners of all of the other Parcels, including without limitation, the Owner of the Menard Parcel, shall, from time to time, pay to MRED and/or Lynch their pro rata share of the cost of maintaining and repairing the Access Easement, plus an administrative charge equal to ten percent (10%) of the out of pocket costs of such maintenance and repairs. Each such Owner's pro rata share of all such costs shall be paid within thirty (30) days of being billed by MRED and/or Lynch, all such bills shall contain a detailed itemized description of the costs for which reimbursement is sought. Each such Owner's pro rata share shall be equal to a fraction, the numerator of which shall be the number of square feet of the lot size of such Owner's Parcel and the denominator of which shall be the aggregate number of square feet of size of the lot size of the Menard Parcel, the Dealership Parcel, the Partnership Parcel, Outlot Parcel 3 and Outlot Parcel 4.

(c) Commencing on the date that the Owner of the Menard Parcel is maintaining and repairing the Access Easement, the Owners of the Dealership Parcel, the Partnership Parcel, Outlot Parcel 3 and Outlot Parcel 4 shall, from time to time, pay to the Owner of the Menard Parcel their pro rata share of the cost of maintaining and repairing the Access Easement, plus an administrative charge equal to ten percent (10%) of the out of pocket

costs of such maintenance and repairs. Each such Owner's pro rata share of all such costs shall be paid within thirty (30) days of being billed by the Owner of the Menard Parcel, all such bills shall contain a detailed itemized description of the costs for which reimbursement is sought. Each such Owner's pro rata share shall be equal to a fraction, the numerator of which shall be the number of square feet of the lot size of such Owner's Parcel and the denominator of which shall be the aggregate number of square feet of size of the lot size of the Menard Parcel, the Dealership Parcel, the Partnership Parcel, Outlot Parcel 3 and Outlot Parcel 4.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner (other than public utilities) and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

4. Construction of Improvements. Every building and other improvements, now or in the future constructed on any of the Parcels, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 Restrictions Applicable to the Dealership Parcel, the Partnership Parcel, Outlot Parcel 2, Outlot Parcel 3 and Outlot Parcel 4. Throughout the term of this Agreement, it is expressly agreed that the Dealership Parcel, the Partnership Parcel, Outlot Parcel 2, Outlot Parcel 3, and Outlot Parcel 4 shall be subject to each of the following restrictions:

(a) Neither all nor any portion of foregoing Parcels shall be shall be used for the operation of a business specializing in home improvements, or home improvement products, including, for example, hardware stores, appliance stores, carpet, tile, or flooring stores, plumbing stores, lighting or electrical stores or as a

home center business, including Home Depot, Lowe's, Ace Hardware, Fleet Farm, Farm and Fleet, Sears or Sears Hardware, or Tractor Supply Store.

(b) The building frontage of any buildings constructed on each of the foregoing Parcels shall not exceed fifty percent (50%) of the width of each such Parcel along County Highway W or State Highway 36, respectively.

(c) No portion of any building constructed on each of the foregoing Parcels shall exceed twenty four feet (24') in height from finished floor elevation with the exception of parapets and cupolas which may extend to a height of twenty eight feet (28') above finished floor elevation.

(d) The total square footage of all building(s) constructed on each of the foregoing Parcels shall not exceed twenty percent (20%) of the size of each such Parcel.

(e) With regard to Outlot Parcel 4, all of the Owners of the other Parcels hereby approve of the preliminary site plan of the proposed use of Outlot Parcel 4 as an approximate 13,600 square foot multi-user retail building, which such preliminary site plan is attached hereto as Exhibit "B-1" and incorporated herein by this reference. As consideration for such approval, the Owner of Outlot Parcel 4 agrees that, in addition to the restrictions set forth in subsection (a) - (d) above, the multi-user retail building to be developed on Outlot Parcel 4 shall be located in the southwest half of Outlot Parcel 4 and such building shall not exceed twenty two feet (22') in height from finished floor elevation with the exception of parapets and cupolas which may extend to a height of twenty six feet (26') above finished floor elevation.

5.2 Restrictions Applicable to the Menard Parcel, the Partnership Parcel, Outlot Parcel 2, Outlot Parcel 3 and Outlot Parcel 4. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of foregoing Parcels shall be used for the operation of any business which includes sales, leasing or service of new or used cars or trucks. Notwithstanding the foregoing, for so

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long as the Menard Parcel is being used for the operation of a Menard's store, Menard may lease trucks in the same manner as are leased at a majority of other Menard's stores located in the State of Wisconsin.

5.3 Restrictions Applicable to all of the Parcels.

Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of any of the Parcels shall be used for the operation of a movie theater.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner as additional insureds.
7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Parcels. No easements, except those expressly set forth in paragraph 2 shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking are granted or implied by this Agreement.
9. Remedies and Enforcement.
 - 9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owners shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
 - 9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner

to repair or maintain any of the easements which are to be repaired or maintained by such Owner pursuant to this Agreement within thirty (30) days following written notice thereof from any other Owner (unless, with respect to any such repair or maintenance which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such repair or maintenance within such 30-day period and thereafter diligently prosecutes the same to completion), any other Owner shall have the right to perform such repair or maintenance on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by First Chicago NBD (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the Register of Deeds of Racine County, Wisconsin (the "Register of Deeds"); provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in with the Register of Deed prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the

foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement with the Register of Deeds and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of all of the Parcels in accordance with paragraph 11.2 hereof. Lastly, in the event of nonpayment to nondefaulting Owner(s), interest shall accrue at the rate of eighteen percent (18%) on the defaulting Owner after a period of thirty (30) days.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of each of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded with the Register of Deeds.

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent

owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Agreement and the application thereof each of the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of more than one Parcel by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other Owners. The notice addresses of the Owners:

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MENARD: Menard, Inc.
Attn: Vice President/Real Estate
4777 Menard Drive
Eau Claire, WI 54703
Phone: (715) 876-2207
Fax: (715) 876-5960

MRED: MRED (Burlington) Associates, A Wisconsin
Limited Partnership
Attn: Brian Cummings or Mark Redmond
W228 N745 Westmound Drive
Waukesha, WI 53186

Copies to: Victor A. Kornis
Mawicke & Goisman, S.C.
1509 North Prospect Ave.
Milwaukee, WI 53202

R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
432 Milwaukee Avenue
P.O. Box 700
Burlington, WI 53105

Lynch: Lynch Ventures, LLC
Attention: David Lynch or Patrick Lynch
941 Milwaukee Avenue
Burlington, WI 53105

Copy to: R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
432 Milwaukee Avenue
P.O. Box 700
Burlington, WI 53105

11.12 Governing Law. The laws of the State of Wisconsin shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MRED (BURLINGTON) ASSOCIATES, A WISCONSIN LIMITED PARTNERSHIP;
By: MRED (Burlington), Inc., its sole general partner



By: Brian Cummings, Secretary

MENARD, INC.



Marv Prochaska, Vice President

LYNCH VENTURES, LLC

By: _____
(Please print name and title)

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, the undersigned, a Notary Public, do hereby certify that Brian Cummings, personally known to me to be the Secretary of MRED (Burlington), Inc., which is the general partner of MRED (Burlington) Associates, A Wisconsin Limited Partnership, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Secretary of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 14th day of October, 2005.

My commission expires: 15 / 4 months



Notary Public Victor A. Kauri

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

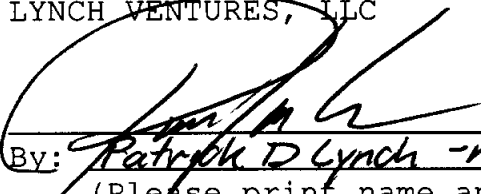
MRED (BURLINGTON) ASSOCIATES, A WISCONSIN LIMITED PARTNERSHIP;
By: MRED (Burlington), Inc., its sole general partner

By: Brian Cummings, Secretary

MENARD, INC.

Marv Prochaska, Vice President

LYNCH VENTURES, LLC


By: Patrick D Lynch -member
(Please print name and title)

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, the undersigned, a Notary Public, do hereby certify that Brian Cummings, personally known to me to be the Secretary of MRED (Burlington), Inc., which is the general partner of MRED (Burlington) Associates, A Wisconsin Limited Partnership, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Secretary of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this ____ day of October, 2005.

My commission expires: _____

Notary Public

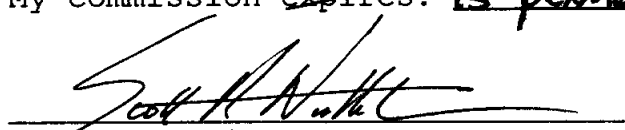
0001361

STATE OF WISCONSIN)
) SS
COUNTY OF EAU CLAIRE)

I, the undersigned, a Notary Public, do hereby certify that Marv Prochaska, personally known to me to be the Vice President of Menard, Inc. and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Vice President of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 11th day of October, 2005.

My commission expires: is permanent



Notary Public

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, do hereby certify that _____, personally known to me to be the _____ of Lynch Ventures, LLC and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said LLC, for the purposes therein set forth.

Given under my hand and notarial seal this ____ day of October, 2005.

My commission expires: _____

Notary Public

0001362

STATE OF WISCONSIN)
) SS
COUNTY OF EAU CLAIRE)

I, the undersigned, a Notary Public, do hereby certify that Marv Prochaska, personally known to me to be the Vice President of Menard, Inc. and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Vice President of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this ____ day of October, 2005.

My commission expires: _____

Notary Public

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

I, the undersigned, a Notary Public, do hereby certify that Patrick D Lynch, personally known to me to be the authorized member of Lynch Ventures, LLC and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such member of said LLC, for the purposes therein set forth.

Given under my hand and notarial seal this 13th day of October, 2005.

My commission expires: permanent

Richard Phenicis
Notary Public

0001363

Exhibit "A" - Legal Descriptions of all Parcels.
Exhibit "B" - Site Plan. Identify all Parcels.
EXHIBIT "C" - Sign Plan.
EXHIBIT "D" - CSM.
EXHIBIT "E" - Civil Plans

0001364

EXHIBIT A
LEGAL DESCRIPTIONS

Legal Description of Lynch's Dealership Parcel: 206-03-19-22-004-011

Lot One (1) in Certified Survey Map No. 2742 being a redivision of Certified Survey Map No. 2651, a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-two (22), in Township Three (3) North, Range Nineteen (19) East, in the City of Burlington, County of Racine, State of Wisconsin and recorded in the Office of the Register of Deeds for Racine County on 10/24, 2005, in Volume 8 of Certified Survey Maps at Pages 720 to 733, inclusive, as Document No. 2055802.

Legal Description of Menard Parcel: 206-03-19-22-004-001

Lot Two (2) in Certified Survey Map No. 2742 being a redivision of Certified Survey Map No. 2651, a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-two (22), in Township Three (3) North, Range Nineteen (19) East, in the City of Burlington, County of Racine, State of Wisconsin and recorded in the Office of the Register of Deeds for Racine County on 10/24, 2005, in Volume 8 of Certified Survey Maps at Pages 720 to 733, inclusive, as Document No. 2055802.

Legal Description of MRED's Partnership Parcel and Outlot Parcel 4: 206-03-19-22-004-031

Lot Three (3) in Certified Survey Map No. 2742 being a redivision of Certified Survey Map No. 2651, a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-two (22), in Township Three (3) North, Range Nineteen (19) East, in the City of Burlington, County of Racine, State of Wisconsin and recorded in the Office of the

0001365

Register of Deeds for Racine County on 10/24, 2005, in Volume 8 of Certified Survey Maps at Pages 720 to 733 inclusive, as Document No. 2055802.

Legal Description of MRED's Outlot Parcel 3: 206-03-19-22-004-041

Lot Four (4) in Certified Survey Map No. 2742, being a redivision of Certified Survey Map No. 2651, a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-two (22), in Township Three (3) North, Range Nineteen (19) East, in the City of Burlington, County of Racine, State of Wisconsin and recorded in the Office of the Register of Deeds for Racine County on 10/24, 2005, in Volume 8 of Certified Survey Maps at Pages 720 to 733, inclusive, as Document No. 2055802.

Legal Description of MRED's Outlot Parcel 1 of CSM 2651:

206-03-19-22-004-001

Outlot One (1) in Certified Survey Map No. 2651, being a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-two (22), and the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-one (21), in Township Three (3) North, Range Nineteen (19) East, in the City of Burlington, County of Racine, State of Wisconsin and recorded in the Office of the Register of Deeds for Racine County on September 23, 2004, in Volume 8 of Certified Survey Maps at Pages 378 to 392, inclusive, as Document No. 1993947.

0001366

Legal Description of MRED's Outlot Parcel 2:

Outlot Two (2) in Certified Survey Map No. 2651, being a part of the Northeast One-quarter (1/4), Southeast One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northeast One-quarter (1/4) and the Northwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-two (22), and the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-one (21), in Township Three (3) North, Range Nineteen (19) East, in the City of Burlington, County of Racine, State of Wisconsin and recorded in the Office of the Register of Deeds for Racine County on September 23, 2004, in Volume 8 of Certified Survey Maps at Pages 378 to 392, inclusive, as Document No. 1993947.

7931000

LYNCH / MENARD'S DEVELOPMENT

HIGHWAY "36" C.T.H. "W"
BURLINGTON, WISCONSIN

THE REDMOND COMPANY
CONSULTANTS
1000 W. WISCONSIN AVENUE
MILWAUKEE, WI 53105
PHONE: 414-224-1100 FAX: 414-224-1104



Project:	
Location:	
REVISIONS	
PROJECT DATA	
Date:	8-24-05
Job No.:	
Drawn By:	PC
Scale:	1"=50'
SITE PLAN	

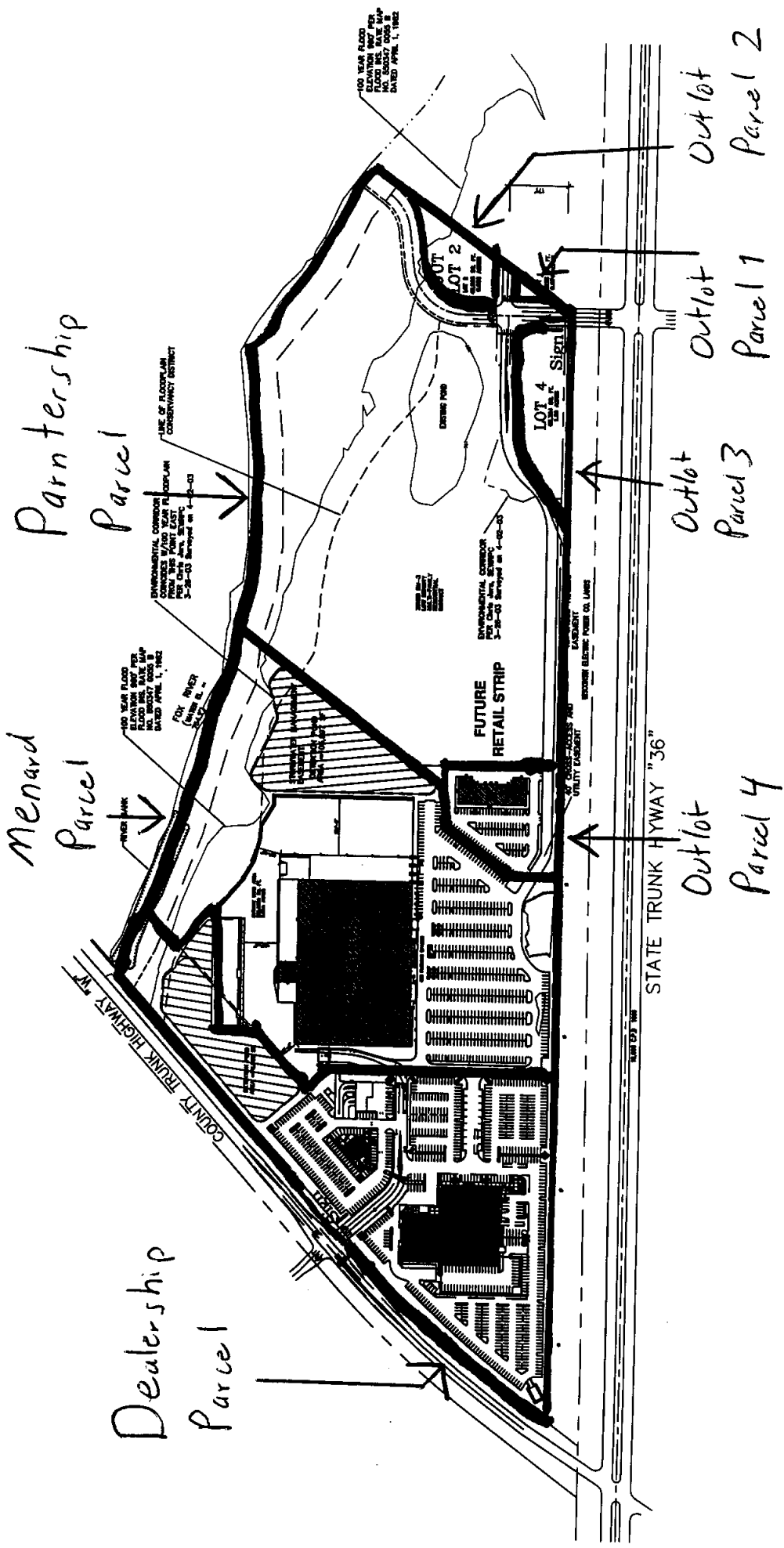


Exhibit B-1

TOTAL ENVIRONMENTAL CORRIDOR AREA	1,316,977 SF (30.28 AC.)
ENCUMBERED AREA (10%)	131,698 SF (3.03 AC.)
UNENCUMBERED AREA	1,185,279 SF (27.25 AC.)
ENCUMBERED AREA FROM LOT 1	0 SF
ENCUMBERED AREA FROM LOT 2	0 SF
ENCUMBERED AREA (DIFFERENCE)	1,185,279 SF (27.25 AC.)
ALLOWABLE RESIDENTIAL UNITS	20.28 AC. / 5 AC. PER UNIT = 4.06 (C) UNITS

PROJECT OWNERS:
 LOT 1: LYNCH VENTURES, LLC
 941 MILWAUKEE AVE
 BURLINGTON, WI 53105
 LOT 2: MRED (BURLINGTON), ASSOC.
 A WISCONSIN LIMITED PARTNERSHIP
 W228 N745 WESTMOUND DR.
 WAUKESHA, WI 53186

0001368

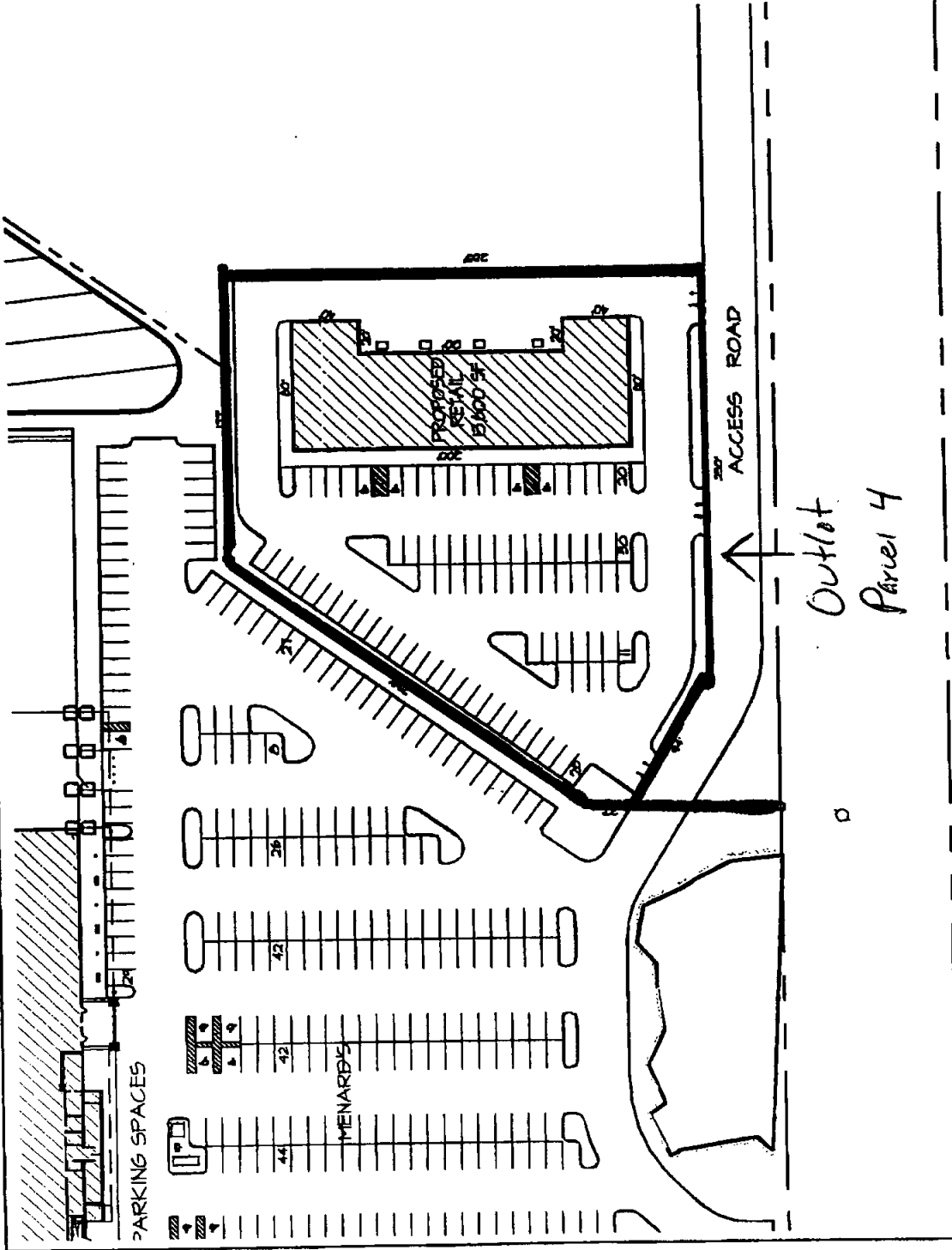


THE REDMOND COMPANY
 1000 W. WISCONSIN AVENUE
 MILWAUKEE, WISCONSIN 53233
 PHONE: 414.224.8800
 FAX: 414.224.8801
 WWW.REDMOND.COM

PROPOSED RETAIL SPACE
 HWY "36"
 BURLINGTON, WISCONSIN

REV/NO	
PROJECT DATA	
Job No.	13-10-028
Drawn By	PO
Scale	1"=40'

PRELIMINARY SITE PLAN



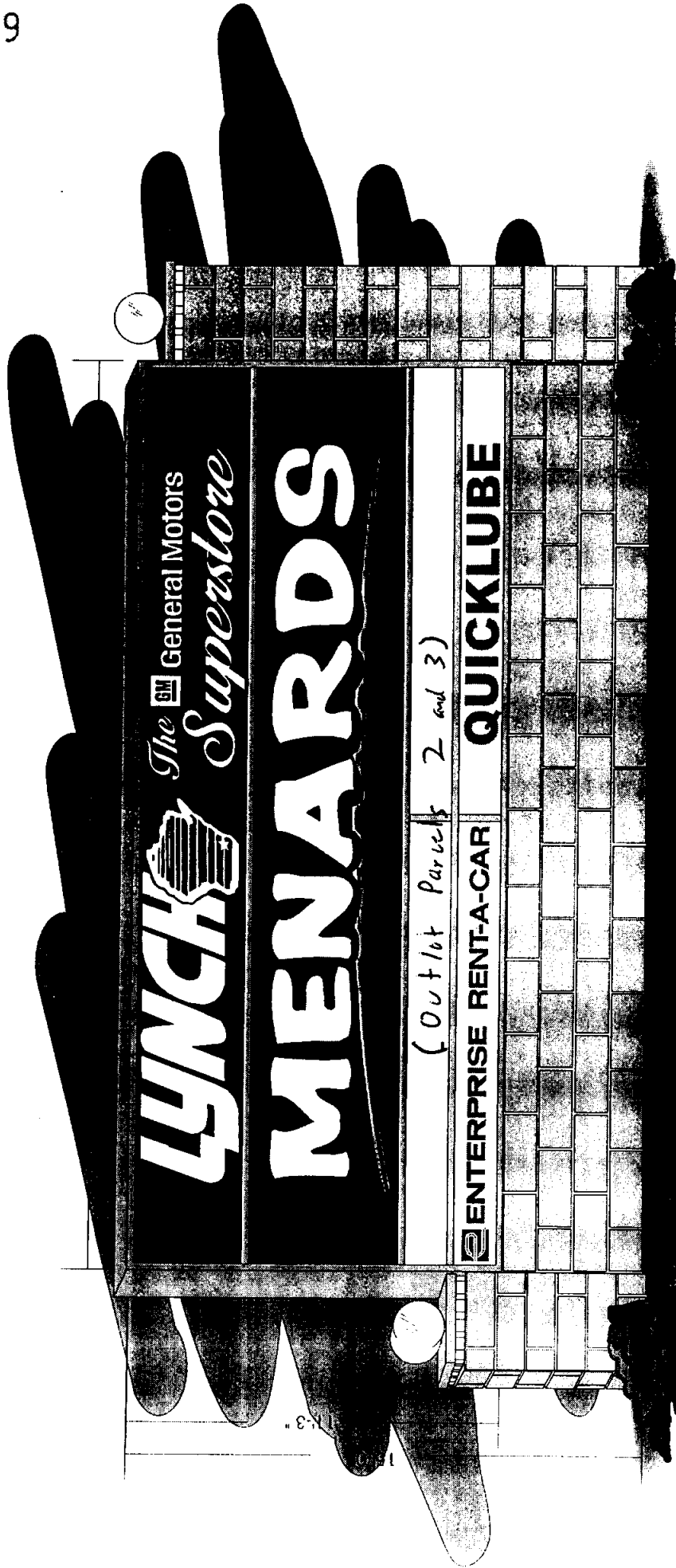
ZONING INFORMATION	MAX	AREA CALCULATIONS	5,600 SF
CLASSIFICATION	XXX	SITE AREA	15,000 SF
BUILDING ESTIMATES	XXX	LANDSCAPE AREA	4,500 SF
LANDSCAPE REQUIREMENTS	XXX	PAVED AREA	1,000 SF
PARKING INFORMATION	5,600 SF	BUILDING RETAIL SURFACE	100
PARKING CALCULATION	60 SPACES	NET	100
PARKING REQUIRED	60 SPACES		
PARKING PROVIDED	60 SPACES		

Exhibit "B-2"

0001369

W184 S8408 Challenger Drive Muskego, Wisconsin 53150
Phone (262)879-2500 Fax (262)879-4370

BAUER
Sign Company



Client: _____
 Job Location: _____
 Saved As: _____
 Page 1 of 1 Scale: _____
 Designer: *JMB*
 Date: _____
 Revision Date: _____
 Sales Rep: _____

**PRINTED ARTWORK COLOR IS NOT ALWAYS REPRESENTATION OF FINAL PRODUCT COLOR PLEASE REFER TO SPECIFICATIONS FOR CALL OUT OR SALES FOR SAMPLE
 These Drawings are the Exclusive Property of Bauer Sign Company Not to be duplicated in any way without expressed written permission.

Approved/Date: _____

Exhibit C

0001370

EXHIBIT D
CSM

0001371

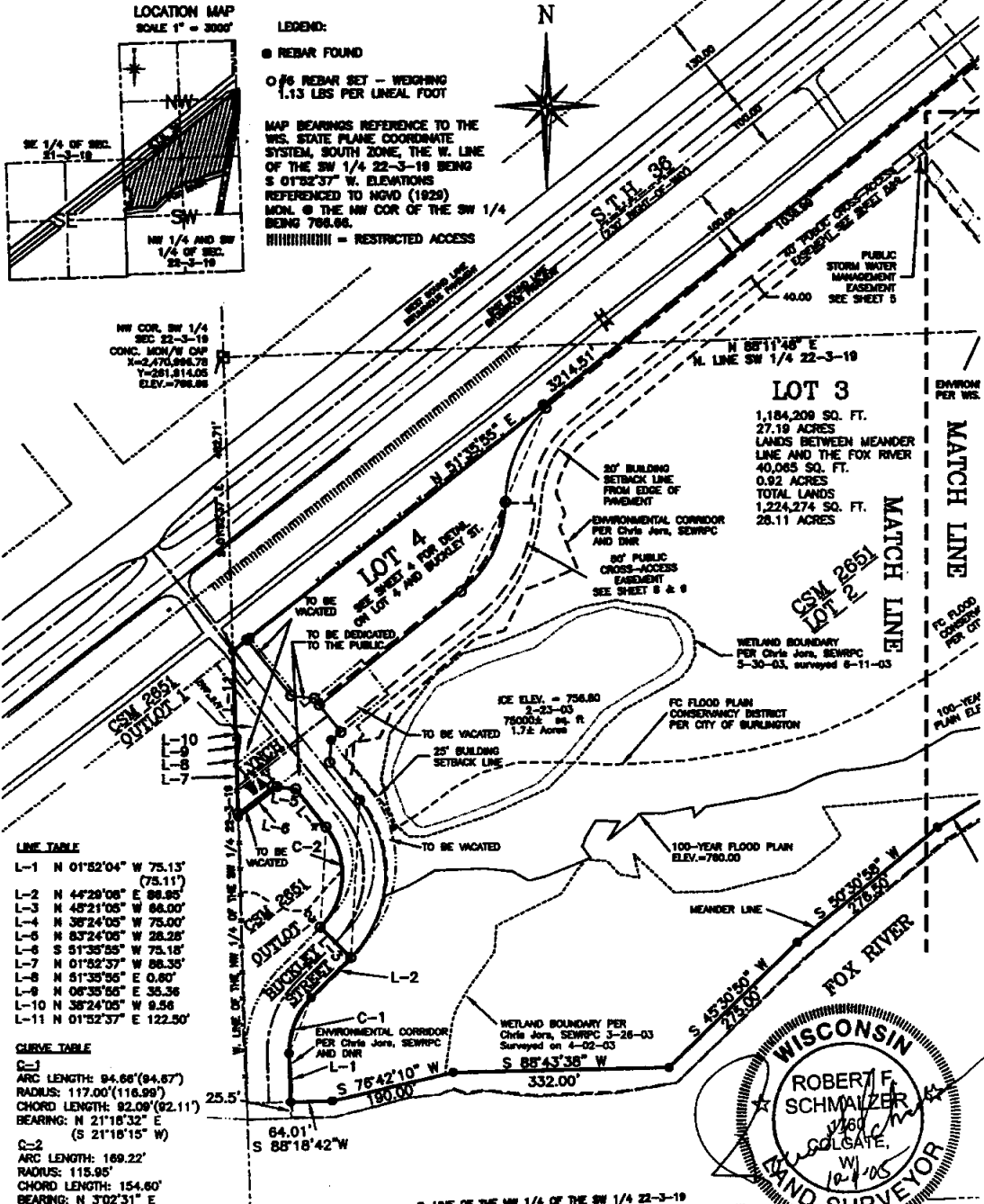
BADGER
BLUEPRINT
COMPANY, INC.
(262) 542-8200

FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

V8
P 720



LINE TABLE

L-1	N 01°52'04" W	75.13'
L-2	N 44°29'06" E	88.85'
L-3	N 45°21'05" W	88.00'
L-4	N 38°24'05" W	75.00'
L-5	N 83°24'05" W	28.28'
L-6	S 51°35'55" W	75.18'
L-7	N 01°32'37" W	88.35'
L-8	N 51°35'55" E	0.80'
L-9	N 06°35'55" E	35.36'
L-10	N 38°24'05" W	9.56'
L-11	N 01°32'37" E	122.50'

CURVE TABLE

C-1	ARC LENGTH: 94.66'(94.67')
	RADIUS: 117.00'(116.99')
	CHORD LENGTH: 82.09'(82.11')
	BEARING: N 21°18'32" E (S 21°18'15" W)
C-2	ARC LENGTH: 169.22'
	RADIUS: 115.95'
	CHORD LENGTH: 154.60'
	BEARING: N 3°02'31" E

SIGMA DEVELOPMENT, INC.
1300 WEST CANAL STREET
MILWAUKEE, WISCONSIN 53233
PHONE: (414) 843-4200
FAX: (414) 843-4210

OWNERS
LANDS IN THE NE 1/4 & SE 1/4 OF THE NW 1/4 AND NE 1/4 OF THE SW 1/4 OF 22-3-18
LYNCH VENTURES, LLC
941 MILWAUKEE AVE.
BURLINGTON, WI 53105
LANDS IN THE NW 1/4 OF THE SW 1/4 AND SE 1/4 OF THE NW 1/4 OF 22-3-18
OAKLAND ENTERPRISES, LLC
941 MILWAUKEE AVE.
BURLINGTON, WI 53105

SURVEY NOTES:
THE STORM WATER EASEMENTS, CROSS-ACCESS EASEMENTS AND UTILITY EASEMENTS SHOWN ON CSM 2651 ARE HEREBY TERMINATED.
LOTS 1-4 SUBJECT TO AN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, BY SEPARATE DOCUMENT.

0001372

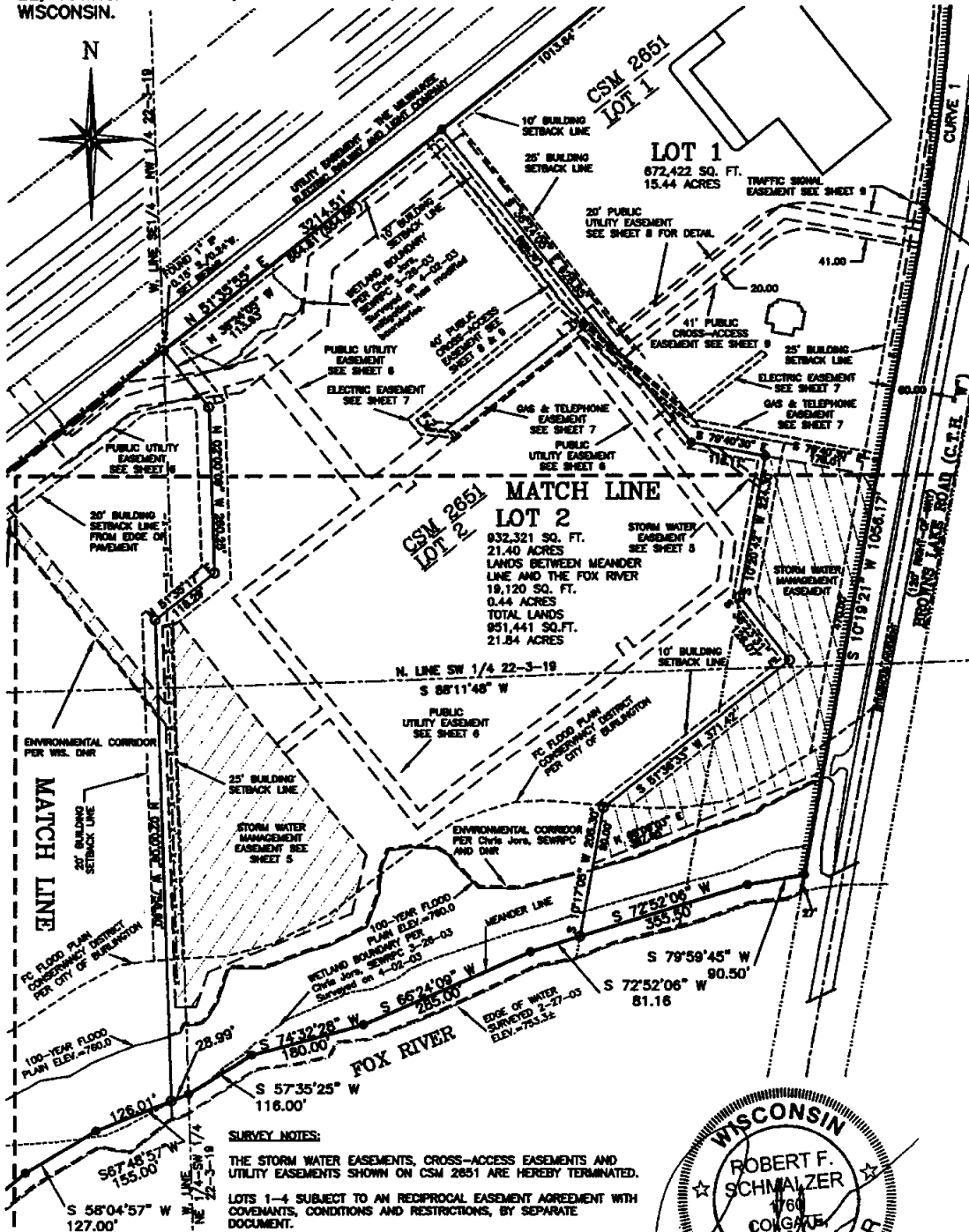
BADGER
BLUEPRINT
COMPANY, INC.
(262) 542-8200

FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

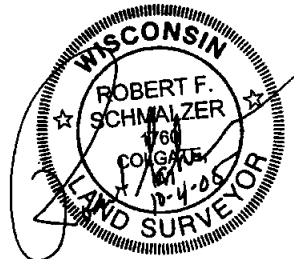
BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

V 8
P 721



SIGMA
DEVELOPMENT, INC.
1300 WEST CANAL STREET
MILWAUKEE, WISCONSIN 53233
PHONE: (414) 843-4200
FAX: (414) 843-4210

SURVEY NOTES:
THE STORM WATER EASEMENTS, CROSS-ACCESS EASEMENTS AND UTILITY EASEMENTS SHOWN ON CSM 2651 ARE HEREBY TERMINATED.
LOTS 1-4 SUBJECT TO AN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, BY SEPARATE DOCUMENT.
LOT 1 & 2 STORM WATER MANAGEMENT EASEMENT GRANTED TO THE CITY OF BURLINGTON, MEHARD, INC., LYNCH VENTURES, LLC AND MRED (BURLINGTON) ASSOCIATES.



0001373

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BLUEPRINT
COMPANY, INC.
(262) 542-8200

FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

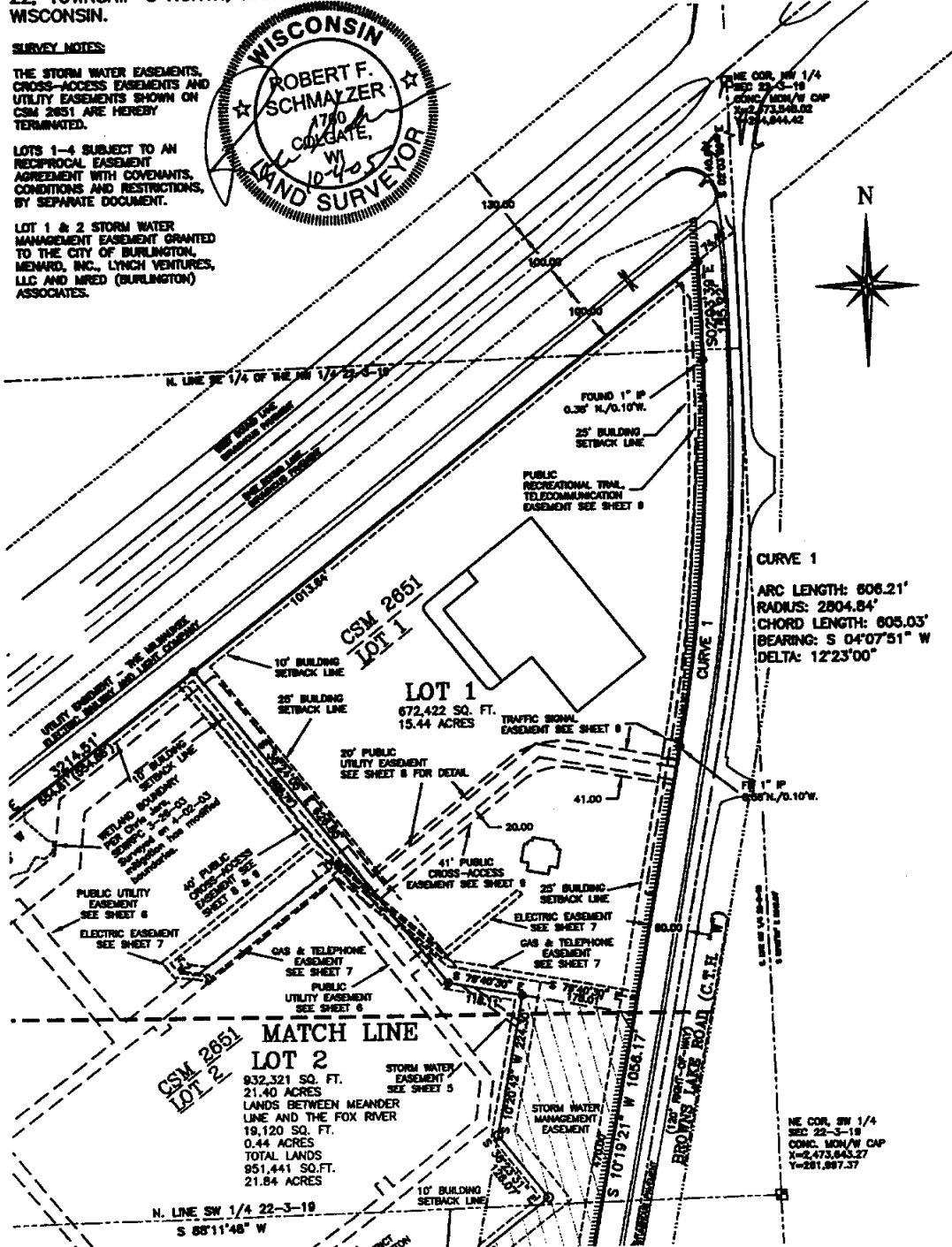
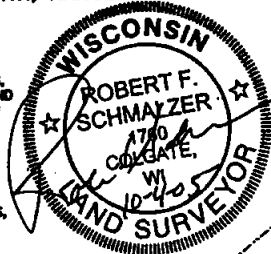
V8
P722

SURVEY NOTES:

THE STORM WATER EASEMENTS, CROSS-ACCESS EASEMENTS AND UTILITY EASEMENTS SHOWN ON CSM 2651 ARE HEREBY TERMINATED.

LOTS 1-4 SUBJECT TO AN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, BY SEPARATE DOCUMENT.

LOT 1 & 2 STORM WATER MANAGEMENT EASEMENT GRANTED TO THE CITY OF BURLINGTON, MENARD, INC., LYNCH VENTURES, LLC AND MRED (BURLINGTON) ASSOCIATES.



SIGMA
DEVELOPMENT, INC.
1300 WEST CANAL STREET
MILWAUKEE, WISCONSIN 53233
PHONE: (414) 843-4200
FAX: (414) 843-4210

CONTACT: RFS
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REVISED 9-29-05
PROJECT NUMBER SD-1737 THIS INSTRUMENT DRAFTED BY ROBERT F. SCHMALZER SHEET 3 OF 14

0001374

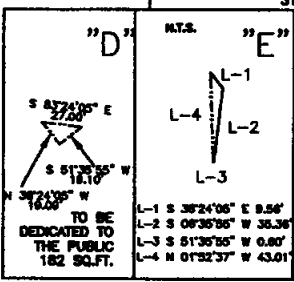
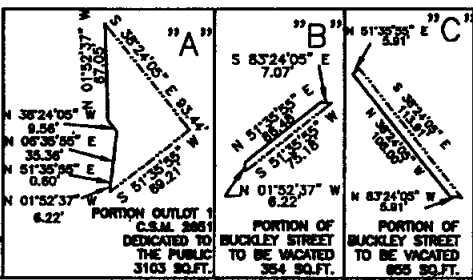
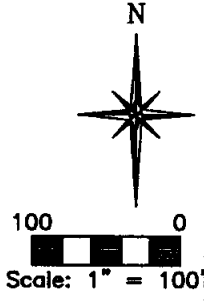
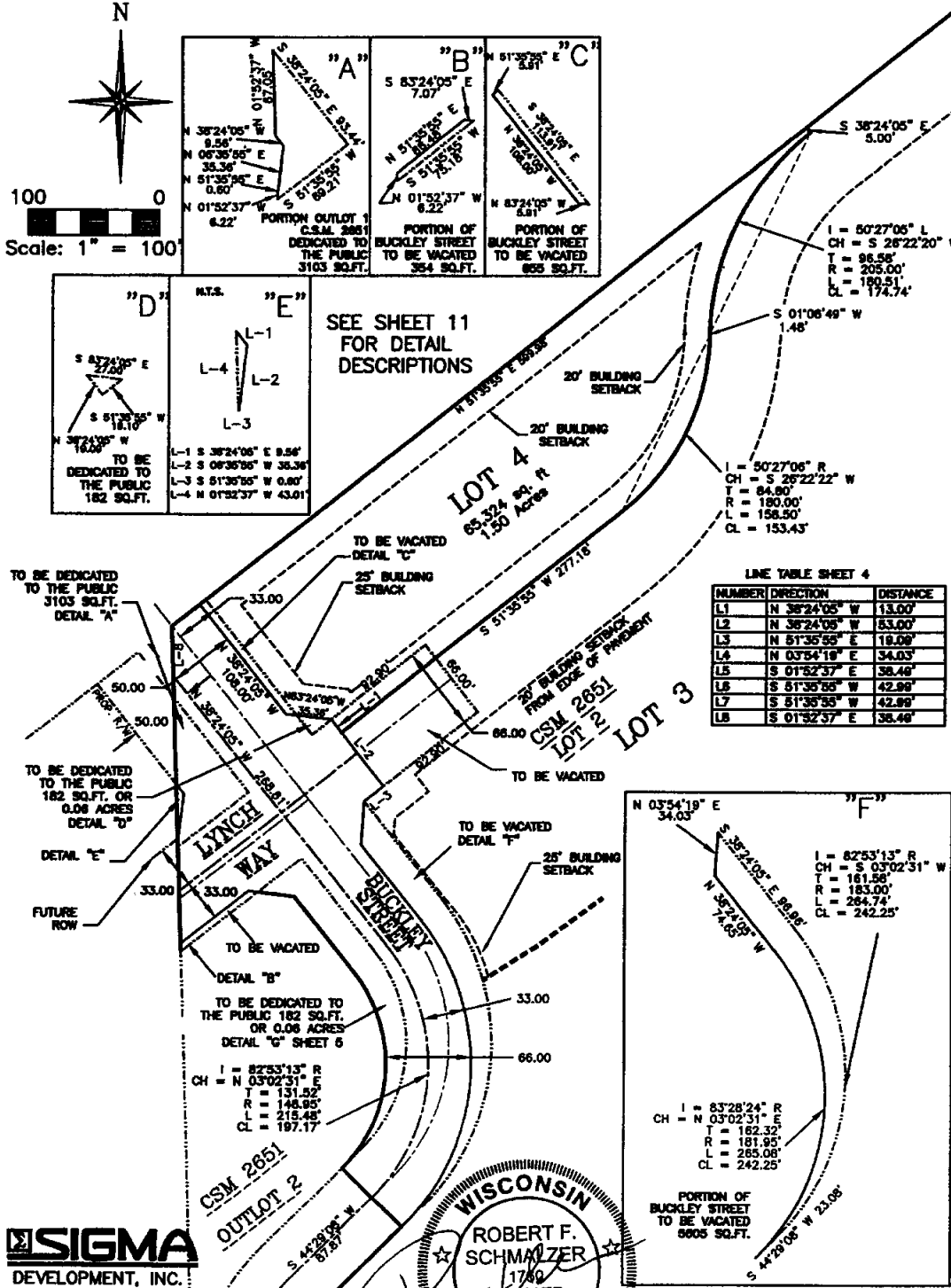
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BLUEPRINT
COMPANY, INC.
(262) 542-8200

FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

V8
P723



SEE SHEET 11 FOR DETAIL DESCRIPTIONS

LINE TABLE SHEET 4

NUMBER	DIRECTION	DISTANCE
L1	N 36°24'05" W	13.00'
L2	N 36°24'05" W	83.00'
L3	N 51°35'55" E	18.09'
L4	N 03°54'19" E	34.03'
L5	S 01°52'37" E	38.46'
L6	S 51°35'55" W	42.99'
L7	S 51°35'55" W	42.99'
L8	S 01°52'37" E	38.46'

SIGMA
DEVELOPMENT, INC.
1300 WEST CANAL STREET
MILWAUKEE, WISCONSIN 53233
PHONE: (414) 643-4200
FAX: (414) 643-4210

WISCONSIN
ROBERT F. SCHMALZER
1740
COLGATE,
WI
LAND SURVEYOR

0001375

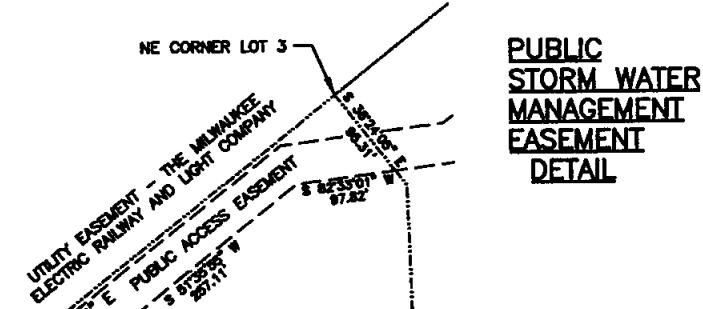
BADGER
BLUEPRINT
COMPANY, INC.
(262) 542-8200

FORM BBC-101

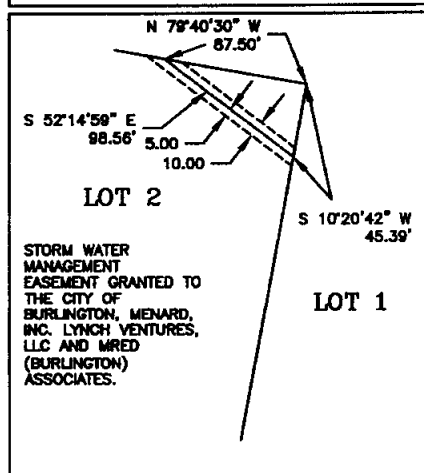
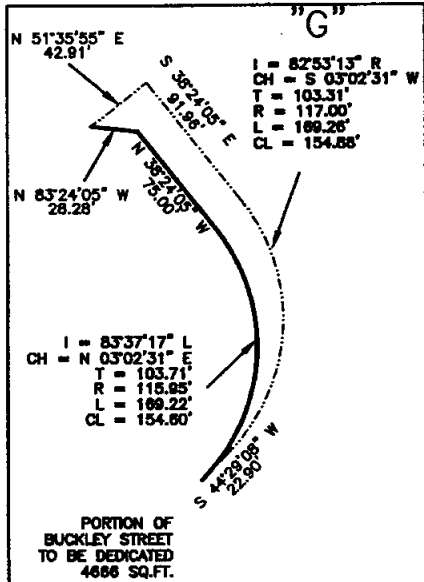
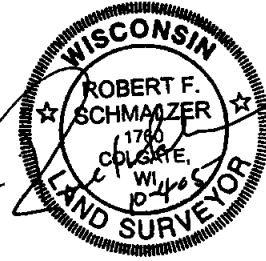
CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

V 8
P 724



**PUBLIC
STORM WATER
MANAGEMENT
EASEMENT
DETAIL**



LOT 3

LOT 2

FOX RIVER

SIGMA
DEVELOPMENT, INC.

1300 WEST CANAL STREET
MILWAUKEE, WISCONSIN 53233
PHONE: (414) 643-4200
FAX: (414) 643-4210

CONTACT: RFS
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BLUEPRINT
COMPANY, INC.
(262) 542-8200

FORM BBC-101

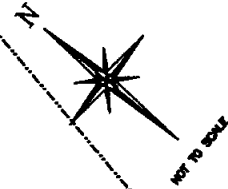
CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

V3
P 725

NUMBER	DIRECTION	DISTANCE
L1	S 36°24'05" E	47.04'
L2	N 51°21'42" E	123.06'
L3	N 74°05'19" E	131.91'
L4	S 15°54'41" E	20.80'
L5	N 74°05'19" E	20.00'
L6	N 15°54'41" W	20.80'
L7	N 74°05'19" E	59.56'
L8	S 36°24'41" E	244.30'
L9	S 51°35'17" W	249.62'
L10	S 36°24'43" E	221.28'
L11	S 51°35'17" W	86.28'
L12	S 36°24'43" E	20.00'
L13	N 51°35'17" E	86.28'
L14	S 36°24'43" E	221.27'
L15	N 51°35'17" E	131.12'
L16	N 53°32'23" E	228.72'
L17	N 51°35'55" E	261.21'
L18	N 06°35'51" E	75.46'
L19	N 37°32'30" W	207.17'
L20	N 52°27'30" E	40.36'
L21	N 37°32'30" W	20.00'
L22	S 52°27'30" W	40.36'
L23	N 37°32'30" W	203.99'
L24	S 52°27'30" W	20.00'
L25	S 37°32'30" E	14.47'
L26	S 51°35'17" W	271.61'
L27	N 36°24'43" W	13.00'
L28	S 51°35'17" W	106.38'
L29	N 36°24'41" W	251.34'
L30	S 74°05'19" W	237.93'
L31	S 51°21'42" W	98.96'
L32	N 36°24'05" W	16.82'
L33	S 51°35'55" W	30.00'
L34	S 51°35'17" W	30.00'
L35	S 36°24'43" E	292.45'
L36	N 51°35'17" E	422.55'
L37	N 53°32'23" E	111.46'
L38	N 51°35'55" E	228.72'
L39	N 51°35'55" E	65.00'
L40	N 36°24'05" W	19.05'
L41	S 36°24'05" E	20.00'
L42	N 51°35'55" E	18.05'
L43	N 06°35'51" E	167.59'
L44	N 37°32'30" W	59.06'
L45	S 51°35'17" W	368.58'
L46	S 36°24'07" E	324.85'
L47	S 51°35'53" W	18.11'
L48	N 36°24'07" W	18.10'

**PUBLIC UTILITY
EASEMENT
DETAIL**



LOT 1

LOT 2

LOT 3

PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF BURLINGTON.

NE CORNER LOT 3
S 00°35'55" W 197.54'

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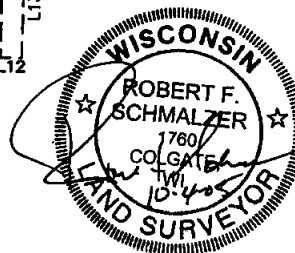
DEVELOPMENT, INC.
1300 WEST CANAL STREET
MILWAUKEE, WISCONSIN 53233
PHONE: (414) 643-4200
FAX: (414) 643-4210

CONTACT: RFS

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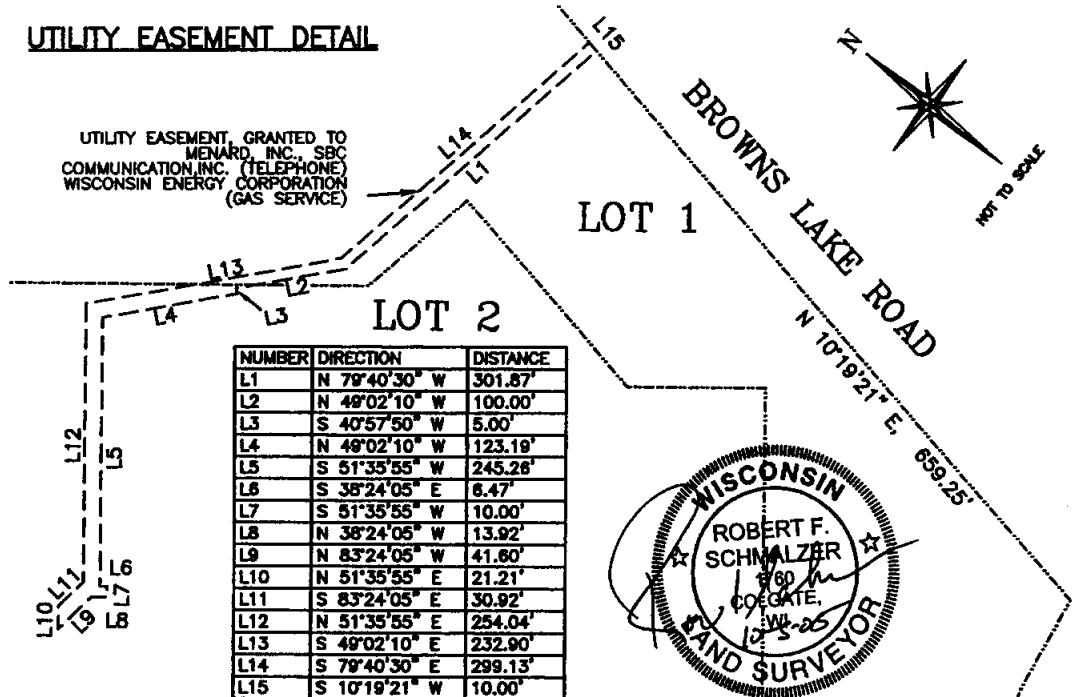
FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

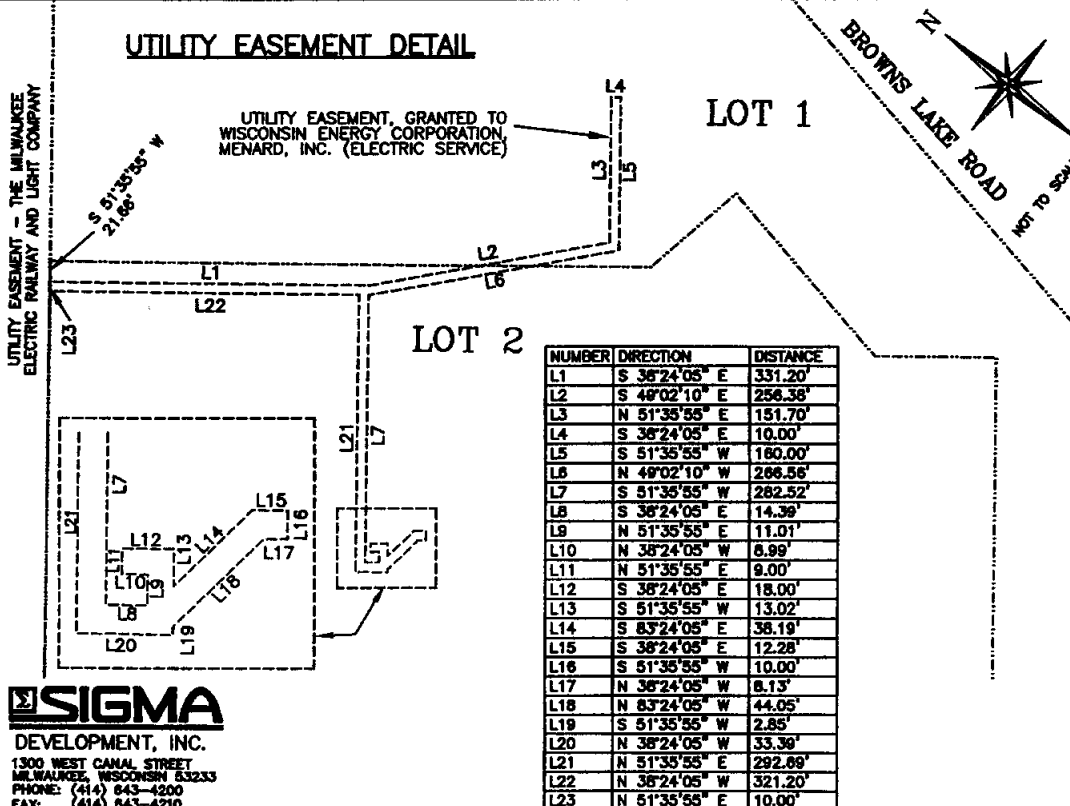
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UTILITY EASEMENT DETAIL



NUMBER	DIRECTION	DISTANCE
L1	N 79°40'30" W	301.87'
L2	N 49°02'10" W	100.00'
L3	S 40°57'50" W	5.00'
L4	N 49°02'10" W	123.19'
L5	S 51°35'55" W	245.26'
L6	S 38°24'05" E	6.47'
L7	S 51°35'55" W	10.00'
L8	N 38°24'05" W	13.92'
L9	N 83°24'05" W	41.80'
L10	N 51°35'55" E	21.21'
L11	S 83°24'05" E	30.92'
L12	N 51°35'55" E	254.04'
L13	S 49°02'10" E	232.90'
L14	S 79°40'30" E	299.13'
L15	S 10°19'21" W	10.00'

UTILITY EASEMENT DETAIL



NUMBER	DIRECTION	DISTANCE
L1	S 36°24'05" E	331.20'
L2	S 49°02'10" E	256.36'
L3	N 51°35'55" E	151.70'
L4	S 38°24'05" E	10.00'
L5	S 51°35'55" W	180.00'
L6	N 49°02'10" W	266.56'
L7	S 51°35'55" W	282.52'
L8	S 38°24'05" E	14.39'
L9	N 51°35'55" E	11.01'
L10	N 38°24'05" W	6.99'
L11	N 51°35'55" E	9.00'
L12	S 38°24'05" E	18.00'
L13	S 51°35'55" W	13.02'
L14	S 83°24'05" E	38.19'
L15	S 38°24'05" E	12.28'
L16	S 51°35'55" W	10.00'
L17	N 38°24'05" W	6.13'
L18	N 83°24'05" W	44.05'
L19	S 51°35'55" W	2.85'
L20	N 38°24'05" W	33.39'
L21	N 51°35'55" E	292.89'
L22	N 38°24'05" W	321.20'
L23	N 51°35'55" E	10.00'

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FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

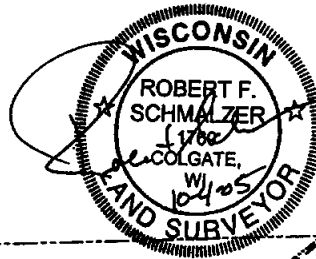
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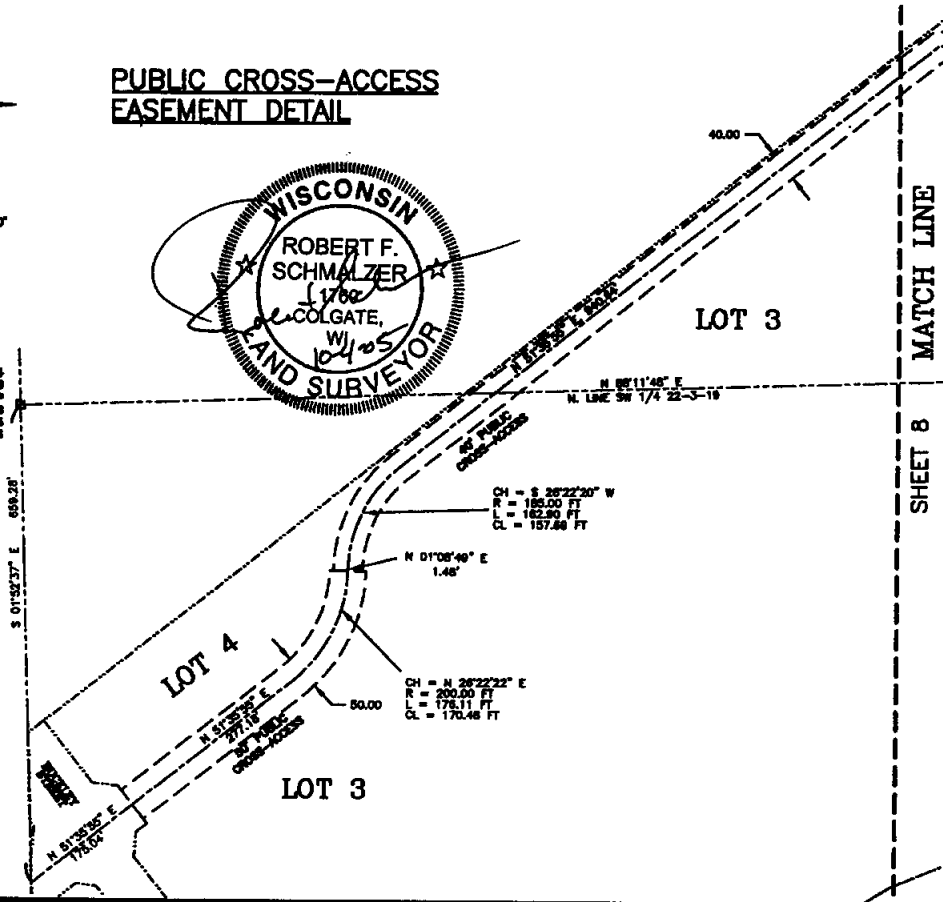


SCALE 1"=200'

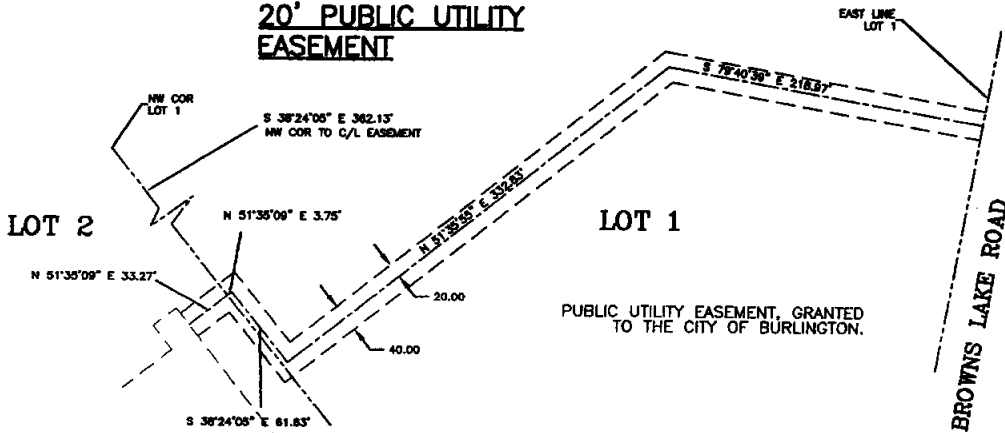
PUBLIC CROSS-ACCESS EASEMENT DETAIL



NW COR. SW 1/4
SEC 22-3-19
CONC. MON/W CAP
N=8470.98± FT
Y=891.81± FT
ELEV.=798.86



20' PUBLIC UTILITY EASEMENT



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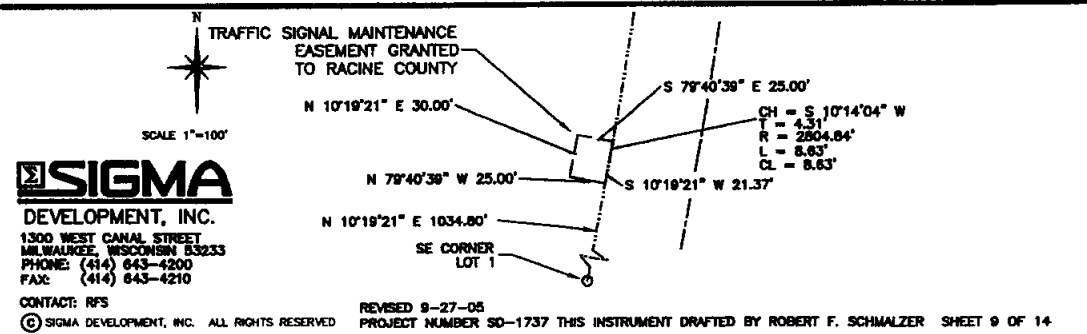
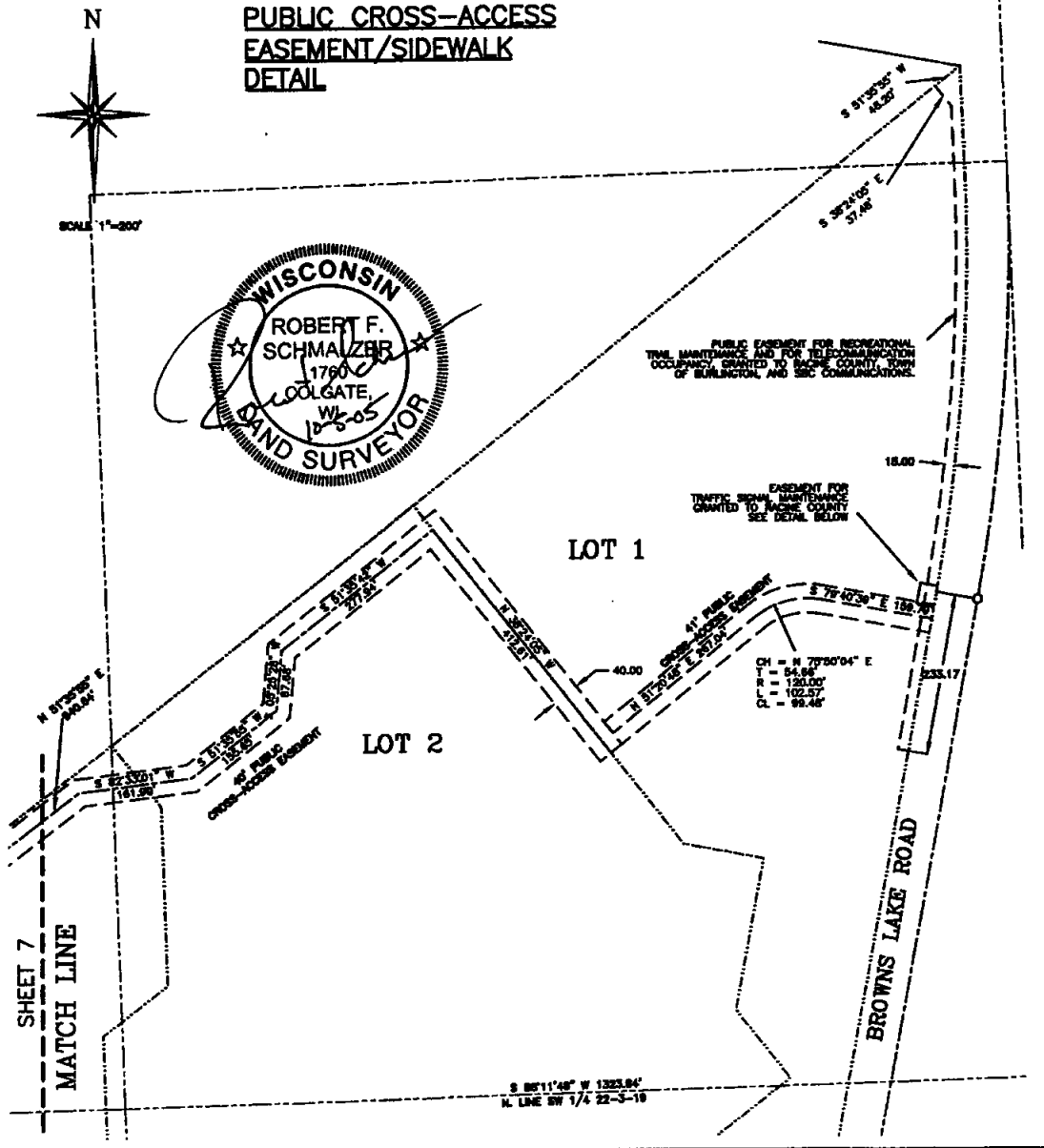
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FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

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P728



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FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

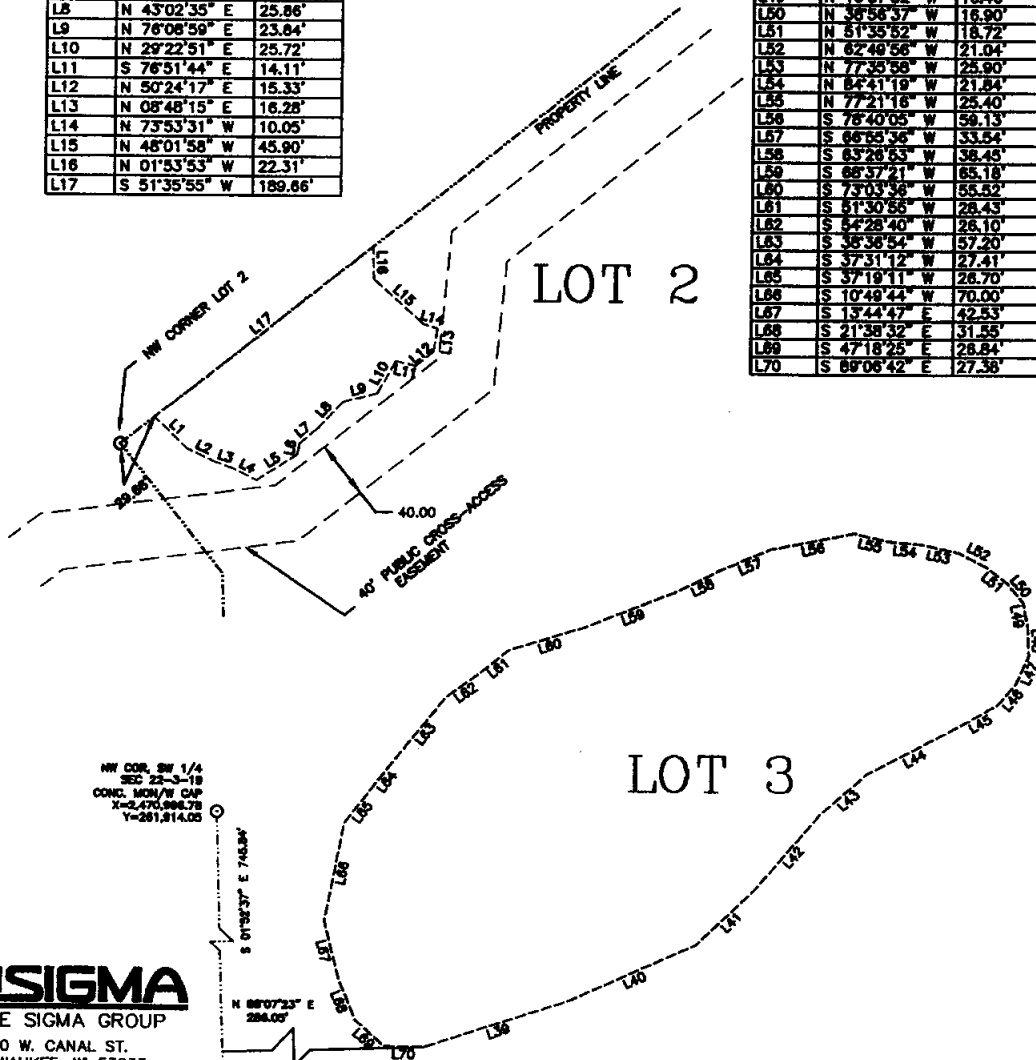
V8
P729

WETLAND BOUNDARY
SCALE 1" = 100'



NUMBER	DIRECTION	DISTANCE
L1	S 45°38'45" E	30.87'
L2	S 65°14'14" E	20.80'
L3	S 70°12'42" E	12.87'
L4	S 63°50'23" E	19.21'
L5	N 57°18'17" E	33.27'
L6	N 10°00'35" E	7.50'
L7	N 50°04'12" E	15.76'
L8	N 43°02'35" E	25.86'
L9	N 76°08'59" E	23.84'
L10	N 29°22'51" E	25.72'
L11	S 76°51'44" E	14.11'
L12	N 50°24'17" E	15.33'
L13	N 08°48'15" E	16.28'
L14	N 73°53'31" W	10.05'
L15	N 48°01'58" W	45.90'
L16	N 01°53'53" W	22.31'
L17	S 51°35'55" W	189.86'

NUMBER	DIRECTION	DISTANCE
L39	N 71°39'45" E	104.45'
L40	N 65°19'15" E	86.86'
L41	N 45°27'43" E	56.53'
L42	N 40°15'09" E	68.89'
L43	N 48°22'58" E	42.63'
L44	N 61°56'28" E	68.78'
L45	N 60°23'02" E	32.26'
L46	N 39°37'36" E	19.03'
L47	N 23°33'51" E	21.51'
L48	N 02°51'50" W	20.25'
L49	N 10°37'32" W	16.46'
L50	N 36°56'37" W	16.90'
L51	N 51°35'52" W	18.72'
L52	N 62°49'56" W	21.04'
L53	N 77°35'58" W	25.90'
L54	N 84°41'19" W	21.84'
L55	N 77°21'16" W	25.40'
L56	S 78°40'05" W	59.13'
L57	S 66°58'36" W	33.64'
L58	S 63°26'53" W	36.43'
L59	S 66°37'21" W	65.18'
L60	S 73°03'38" W	55.52'
L61	S 51°30'55" W	28.43'
L62	S 54°28'40" W	26.10'
L63	S 36°36'54" W	57.20'
L64	S 37°31'12" W	27.41'
L65	S 37°19'11" W	26.70'
L66	S 10°49'44" W	70.00'
L67	S 13°44'47" E	42.53'
L68	S 21°58'32" E	31.55'
L69	S 47°18'25" E	28.84'
L70	S 69°06'42" E	27.38'



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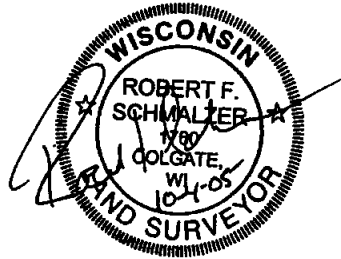
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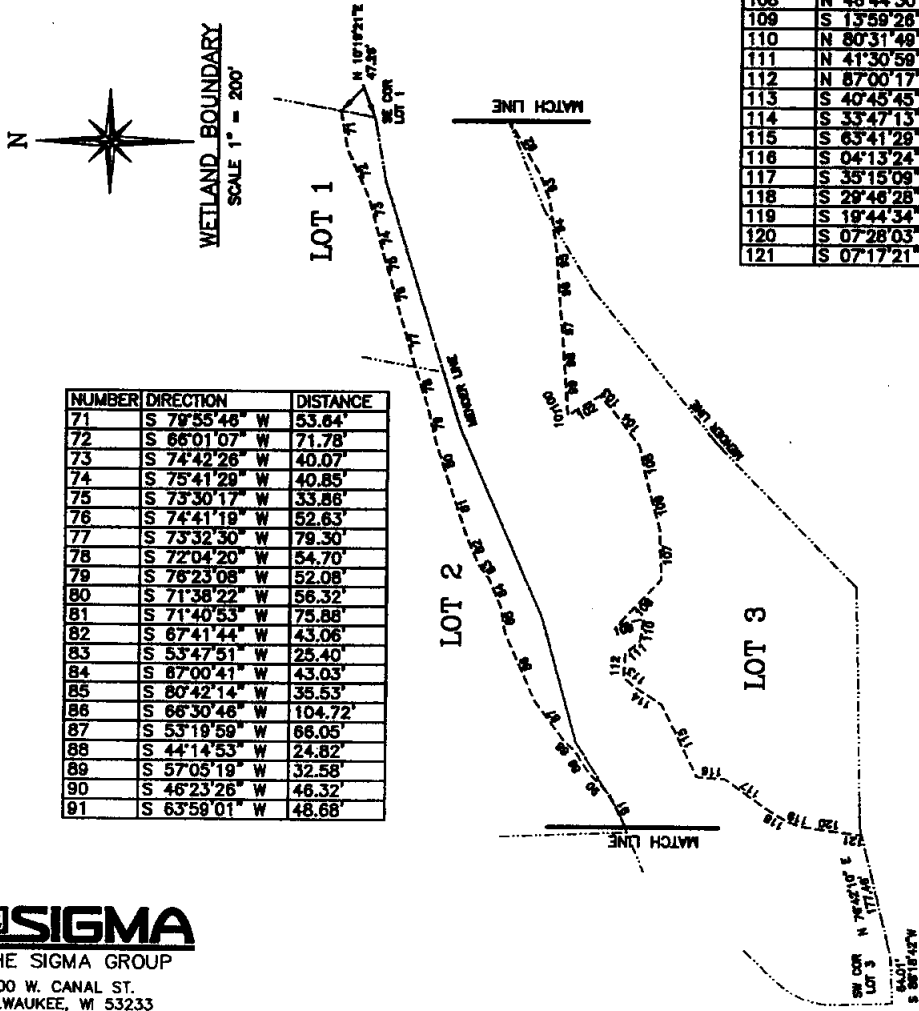
CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

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NUMBER	DIRECTION	DISTANCE
92	S 59°12'40" W	85.34'
93	S 69°20'35" W	37.96'
94	S 81°55'14" W	72.59'
95	S 86°06'38" W	24.29'
96	S 85°21'36" W	55.28'
97	S 85°13'15" W	53.62'
98	S 85°44'05" W	33.02'
99	S 85°42'48" W	43.82'
100	N 81°07'14" E	0.06'
101	S 85°09'14" W	15.84'
102	S 31°08'49" E	51.87'
103	S 46°55'06" W	22.59'
104	S 52°10'45" W	64.96'
105	S 78°57'58" W	55.31'
106	S 74°53'08" W	64.25'
107	S 88°03'32" W	69.62'
108	N 46°44'30" W	87.10'
109	S 13°59'26" E	37.40'
110	N 80°31'48" W	31.52'
111	N 41°30'59" W	27.40'
112	N 87°00'17" W	33.42'
113	S 40°45'45" W	18.66'
114	S 33°47'13" W	48.56'
115	S 63°41'28" W	110.84'
116	S 04°13'24" W	38.96'
117	S 35°15'09" W	72.02'
118	S 29°48'28" W	33.35'
119	S 19°44'34" W	19.81'
120	S 07°28'03" W	71.50'
121	S 07°17'21" W	11.45'



NUMBER	DIRECTION	DISTANCE
71	S 79°55'46" W	53.64'
72	S 66°01'07" W	71.78'
73	S 74°42'26" W	40.07'
74	S 75°41'29" W	40.85'
75	S 73°30'17" W	33.86'
76	S 74°41'19" W	52.63'
77	S 73°32'30" W	79.30'
78	S 72°04'20" W	54.70'
79	S 76°23'08" W	52.08'
80	S 71°38'22" W	56.32'
81	S 71°40'53" W	75.88'
82	S 67°41'44" W	43.06'
83	S 53°47'51" W	25.40'
84	S 67°00'41" W	43.03'
85	S 60°42'14" W	35.53'
86	S 66°30'46" W	104.72'
87	S 53°19'59" W	66.05'
88	S 44°14'53" W	24.82'
89	S 57°05'19" W	32.58'
90	S 46°23'26" W	46.32'
91	S 63°58'01" W	48.68'



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FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

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DESCRIPTION "DETAIL A"
PORTION OF OUTLOT 1, CSM 2651 TO BE DEDICATED TO THE PUBLIC.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST; THENCE S 01°52'37" E, 508.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION TO THE POINT OF BEGINNING; THENCE S 38°24'05" E, 93.44 FEET; THENCE S 51°35'55" W, 89.21 FEET; THENCE N 01°52'37" W, 8.22 FEET; THENCE N 51°35'55" E, 0.80 FEET; THENCE N 06°35'55" E, 35.36 FEET; THENCE N 38°24'05" W, 9.56 FEET; THENCE N 01°52'37" W, 87.05 FEET TO THE POINT OF BEGINNING. CONTAINING 3103 SQ. FEET MORE OR LESS.

DESCRIPTION "DETAIL B"
PORTION OF BUCKLEY STREET TO BE VACATED.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST; THENCE S 01°52'37" E, 700.34 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION TO THE POINT OF BEGINNING; THENCE N 51°35'55" E, 66.39 FEET; THENCE S 83°24'05" E, 7.07 FEET; THENCE S 51°35'55" W, 75.10 FEET; THENCE N 01°52'37" W, 8.22 FEET TO THE POINT OF BEGINNING. CONTAINING 354 SQ. FEET MORE OR LESS.

DESCRIPTION "DETAIL C"
PORTION OF BUCKLEY STREET TO BE VACATED.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST; THENCE S 01°52'37" E, 462.71 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION; THENCE N 51°35'55" E, 27.09 FEET TO THE POINT OF BEGINNING; THENCE N 51°35'55" E, 5.91 FEET; THENCE S 38°24'05" E, 113.91 FEET; THENCE N 83°24'05" W, 5.91 FEET; THENCE N 38°24'05" W, 108.00 FEET TO THE POINT OF BEGINNING. CONTAINING 656 SQ. FEET MORE OR LESS.

DESCRIPTION "DETAIL D"
PORTION OF LOT 2, CSM 2651 BE DEDICATED TO THE PUBLIC.

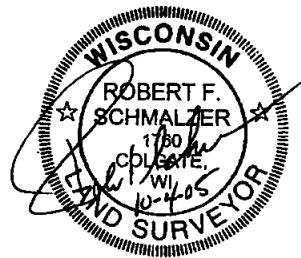
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST; THENCE S 01°52'37" E, 452.71 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION; THENCE N 51°35'55" E, 27.09 FEET; THENCE S 38°24'05" E, 108.00 FEET; THENCE N 83°24'05" W, 5.91 FEET TO THE POINT OF BEGINNING; THENCE S 83°24'05" E, 27.00 FEET; THENCE S 51°35'55" W, 19.09 FEET; THENCE N 38°24'05" W, 19.09 FEET TO THE POINT OF BEGINNING. CONTAINING 182 SQ. FEET MORE OR LESS.

DESCRIPTION "DETAIL E"
PORTION OF BUCKLEY STREET TO BE VACATED.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST; THENCE S 01°52'37" E, 700.34 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION; THENCE N 51°35'55" E, 66.39 FEET; THENCE S 83°24'05" E, 7.07 FEET; THENCE N 51°35'55" E, 42.89 FEET; THENCE S 38°24'05" E, 20.17 FEET; THENCE N 51°35'55" E, 43.09 FEET TO THE POINT OF BEGINNING; THENCE N 03°54'19" E, 34.03 FEET; THENCE S 38°24'05" E, 96.98 FEET; THENCE SOUTHWESTERLY 264.74 FEET ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF S 03°02'31" W, 242.25 FEET AND A RADIUS OF 183.00 FEET; THENCE S 44°29'08" W, 23.08 FEET; THENCE NORTHEASTERLY 265.08 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF N 03°02'31" E, 242.25 FEET AND A RADIUS OF 181.85 FEET; THENCE N 38°24'05" W, 74.65 FEET TO THE POINT OF BEGINNING. CONTAINING 5605 SQ. FEET MORE OR LESS.



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FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

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SURVEYOR'S CERTIFICATE

I, ROBERT F. SCHMALZER, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED AND MAPPED A PARCEL OF LAND BEING PART OF CERTIFIED SURVEY MAP NO. 2651 LOCATED IN PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST; THENCE S 01°52'37" E, 452.71 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION TO A POINT ON THE SOUTHERLY LINE OF THE WISCONSIN ELECTRIC COMPANY RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED THENCE N 51°35'55" E, 3214.51 FEET ALONG SAID SOUTHERLY LINE TO A POINT ON THE WESTERLY LINE OF BROWNS LAKE ROAD (C.T.H. "W"); THENCE ALONG SAID WESTERLY LINE S 02°03'38" E, 155.22 FEET; THENCE SOUTHWESTERLY 806.21 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF S 04°07'51" W, 805.03 FEET AND RADIUS OF 2,804.84 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF BROWNS LAKE ROAD (C.T.H. "W"), S 10°19'21" W, 1056.17 FEET TO A POINT ON A MEANDER LINE OF THE FOX RIVER; THENCE ALONG SAID MEANDER LINE THE FOLLOWING COURSES: S 79°50'45" W, 90.50 FEET; THENCE S 72°52'08" W, 355.50 FEET; THENCE S 80°24'09" W, 285.00 FEET; THENCE S 74°32'28" W, 180.00 FEET; THENCE S 57°35'25" W, 116.00 FEET; THENCE S 67°48'57" W, 155.00 FEET; THENCE S 88°04'57" W, 127.00 FEET; THENCE S 50°30'58" W, 278.50 FEET; THENCE S 45°30'50" W, 275.00 FEET; THENCE S 88°43'38" W, 332.00 FEET; THENCE S 78°42'10" W, 190.00 FEET; THENCE S 88°18'42" W, 84.01 FEET TO THE EASTERLY LINE OF BUCKLEY STREET; THENCE ALONG SAID EASTERLY LINE N 01°52'04" W, 75.13 FEET; THENCE NORTHEASTERLY 84.66 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF N 21°18'32" E, 82.08 FEET AND RADIUS OF 117.00 FEET; THENCE N 44°28'08" E, 86.95 FEET; THENCE N 45°21'05" W, 66.00 FEET TO THE WESTERLY LINE OF BUCKLEY STREET; THENCE NORTHEASTERLY 189.22 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF N 03°02'31" E, 154.80 FEET AND RADIUS OF 115.95 FEET; THENCE N 38°24'05" W, 75.00 FEET; THENCE N 83°24'05" W, 28.28 FEET; THENCE S 51°35'55" W, 75.18 FEET TO THE WEST LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 22-3-19; THENCE ALONG SAID WEST LINE N 01°52'37" W, 88.35 FEET; THENCE N 51°35'55" E, 0.80 FEET; THENCE N 06°35'55" E, 35.36 FEET; THENCE N 38°24'05" W, 8.56 FEET TO SAID WEST LINE OF THE SW 1/4, THENCE N 01°52'37" EAST, 122.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2,896,046 SQ. FT. OR 66.53 ACRES, MORE OR LESS AND APPROXIMATELY 72,235 SQ. FT. OR 1.66 ACRES OF LAND BETWEEN THE FOX RIVER AND THE ABOVE MENTIONED MEANDER LINE.

THAT I HAVE MADE SUCH SURVEY AND MAP BY THE DIRECTION OF LYNCH VENTURES, LLC AND MRED (BURLINGTON) ASSOCIATES, OWNER'S OF SAID LANDS.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED.

I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND CHAPTER 18.0600 OF THE MUNICIPAL CODE OF THE CITY OF BURLINGTON IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 4TH DAY OF OCT 2005.

Robert F. Schmalzer
ROBERT F. SCHMALZER
REGISTERED WISC. LAND SURVEYOR #1760

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION, CITY OF BURLINGTON THIS _____ DAY OF _____, 2005.

CLAUDE S. LOIS - CHAIRMAN

ANGELA HANSEN - SECRETARY

COMMON COUNCIL APPROVAL

RESOLVED THAT THE CERTIFIED SURVEY MAP OF LYNCH VENTURES, LLC AND MRED (BURLINGTON) ASSOCIATES, OWNER'S OF SAID LANDS, BEING A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLAN COMMISSION AND THE SAME IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF BURLINGTON.

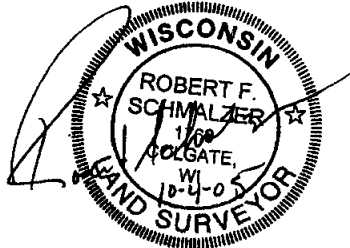
DATED THIS _____ DAY OF _____, 2005.

CLAUDE S. LOIS - MAYOR

BEVERLY R. GILL - CITY CLERK



THE SIGMA GROUP
1300 W. CANAL ST.
MILWAUKEE, WI 53233
PHONE: (414) 643-4200
FAX: (414) 643-4210
TOLL FREE 1-800-732-4671



0001384

BADGER
BLUEPRINT
COMPANY, INC.
(262) 542-8200

FORM BBC-101

CERTIFIED SURVEY MAP NO. 2742

BEING A REDIVISION OF CSM 2651, A PART OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, COUNTY OF RACINE, STATE OF WISCONSIN.

V 8
P 733

CORPORATE OWNER'S CERTIFICATE:

LYNCH VENTURES, LLC. AND OAKLAND ENTERPRISES, LLC DO HEREBY CERTIFY THAT AS OWNERS, SAID COMPANIES HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP.

WE FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY WISCONSIN STATUTE S. 236.34 TO BE SUBMITTED TO THE CITY OF BURLINGTON FOR APPROVAL OR OBJECTION.

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS _____ DAY OF _____, 2005.

LYNCH VENTURES, LLC. - OFFICER OAKLAND ENTERPRISES, LLC - OFFICER

STATE OF WISCONSIN)
SS
RACINE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2005, _____ TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE REPRESENTATIVES, OF SAID CORPORATIONS, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATIONS, BY ITS AUTHORITY.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES:

CONSENT OF MORTGAGEE:

_____, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF LANDS DESCRIBED ON THIS MAP, AND DO HEREBY CONSENT TO THE CERTIFICATE OF LYNCH VENTURES, LLC, OWNER.

WITNESS THE HAND AND SEAL OF SAID MORTGAGEE THIS _____ DAY OF _____, 2005.

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2005, _____ TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE OWNER, OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES:

CONSENT OF MORTGAGEE:

_____, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DO HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF LANDS DESCRIBED ON THIS MAP, AND DO HEREBY CONSENT TO THE CERTIFICATE OF OAKLAND ENTERPRISES, LLC, OWNER.

WITNESS THE HAND AND SEAL OF SAID MORTGAGEE THIS _____ DAY OF _____, 2005.

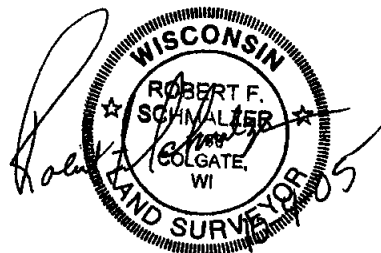
STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2005, _____ TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE OWNER, OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES:

SIGMA
THE SIGMA GROUP
1300 W. CANAL ST.
MILWAUKEE, WI 53233
PHONE: (414) 643-4200
FAX: (414) 643-4210
TOLL FREE 1-800-732-4671

REVISED 6-29-05
PROJECT NUMBER SD-1737 THIS INSTRUMENT DRAFTED BY ROBERT F. SCHMALZER SHEET 14 OF 14



0001385

EXHIBIT E
CIVIL PLANS

COMMERCIAL DEVELOPMENT

PROJECT LOCATION: S.T.H. 36 AND C.T.H. W BURLINGTON, WISCONSIN

CONTACTS:

MENARD, INC. STORE PLANNING/CONSTRUCTION DIVISION
 CONTACT: JIM CARLSON 715-878-2308
 BURLINGTON WATER UTILITY
 CONTACT: CONNIE WILSON 262-539-3646
 GAS UTILITY (WE ENERGIES)
 CONTACT: LINDA SCHREIER 262-783-1043
 ELECTRIC UTILITY (WE ENERGIES)
 CONTACT: LINDA SCHREIER 262-783-1043
 TELEPHONE UTILITY (SBC)
 CONTACT: ANDY MADSEN 608-755-5586
 CITY ENGINEER (KAPUR & ASSOCIATES, INC.)
 CONTACT: TOM FOHRT 262-767-2747
 CITY DPW (STREETS AND STORM SEWERS)
 CONTACT: LARRY GOBEL 262-783-2080
 BURLINGTON FIRE DEPARTMENT
 CONTACT: CHIEF DICK LODGE 262-783-7842

TO OBTAIN LOCATIONS OF
 PLANNING AND
 FACILITIES BEFORE YOU
 DIG IN WISCONSIN



CALL DIGGERS HOTLINE

1-800-242-8511

TOLL FREE

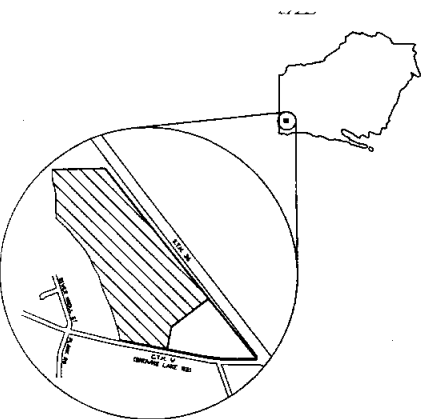
WIS STATUTE 192.0175(1974)
 REQUIRES THAT ALL EXCAVATION
 ACTIVITIES BE DONE FOR EXAMINEE
 MIL. W. AREA 259-1181

CIVIL ENGINEER:

THE SIGMA GROUP

1300 WEST CANAL STREET
 MILWAUKEE, WI 53233
 PHONE: (414) 643-4200
 FAX: (414) 643-4210

SITE LOCATION INFORMATION:



DRAWING INDEX:

SHEET NO.	DRAWING NO.	SHEET TITLE
C-0.1	1737-001C-C	COVER AND INDEX OF SHEETS
C-0.2	1737-001C-C	MENARDS MASTER SITE PLAN
C-0.3	1737-001C-C	PHASE 2 SITE DIMENSION PLAN (NORTH)
C-1.1	1737-001C-C	PHASE 2 SITE DIMENSION PLAN (SOUTH)
C-1.2	1737-001C-C	PHASE 2 EROSION CONTROL PLAN (WEST)
C-2.1	1737-001C-C	PHASE 2 EROSION CONTROL PLAN (EAST)
C-2.2	1737-001C-C	PHASE 2 GRADING & DRAINAGE PLAN (NORTH)
C-2.3	1737-001C-C	PHASE 2 GRADING & DRAINAGE PLAN (SOUTH)
C-2.4	1737-001C-C	PHASE 2 GRADING & DRAINAGE PLAN (ROAD)
C-2.5	1737-001C-C	PHASE 2 GRADING & DRAINAGE PLAN (ROAD)
C-3.1	1737-001C-C	PHASE 2 SITE UTILITY PLAN (NORTH)
C-3.2	1737-001C-C	PHASE 2 SITE UTILITY PLAN (SOUTH)
C-3.3	1737-001C-C	PHASE 2 PLAN AND PROFILE (STA 11+00 to 11+00)
C-3.4	1737-001C-C	PHASE 2 PLAN AND PROFILE (STA 11+00 to 21+00)
C-3.5	1737-001C-C	PHASE 2 PLAN AND PROFILE (STA 21+00 to 31+84)
C-4	1737-001C-C	PHASE 2 SITE DETAILS AND SPECIFICATIONS
C-5	1737-001C-C	PHASE 2 SITE DETAILS AND SPECIFICATIONS
C-6	1737-001C-C	PHASE 2 SITE DETAILS AND SPECIFICATIONS

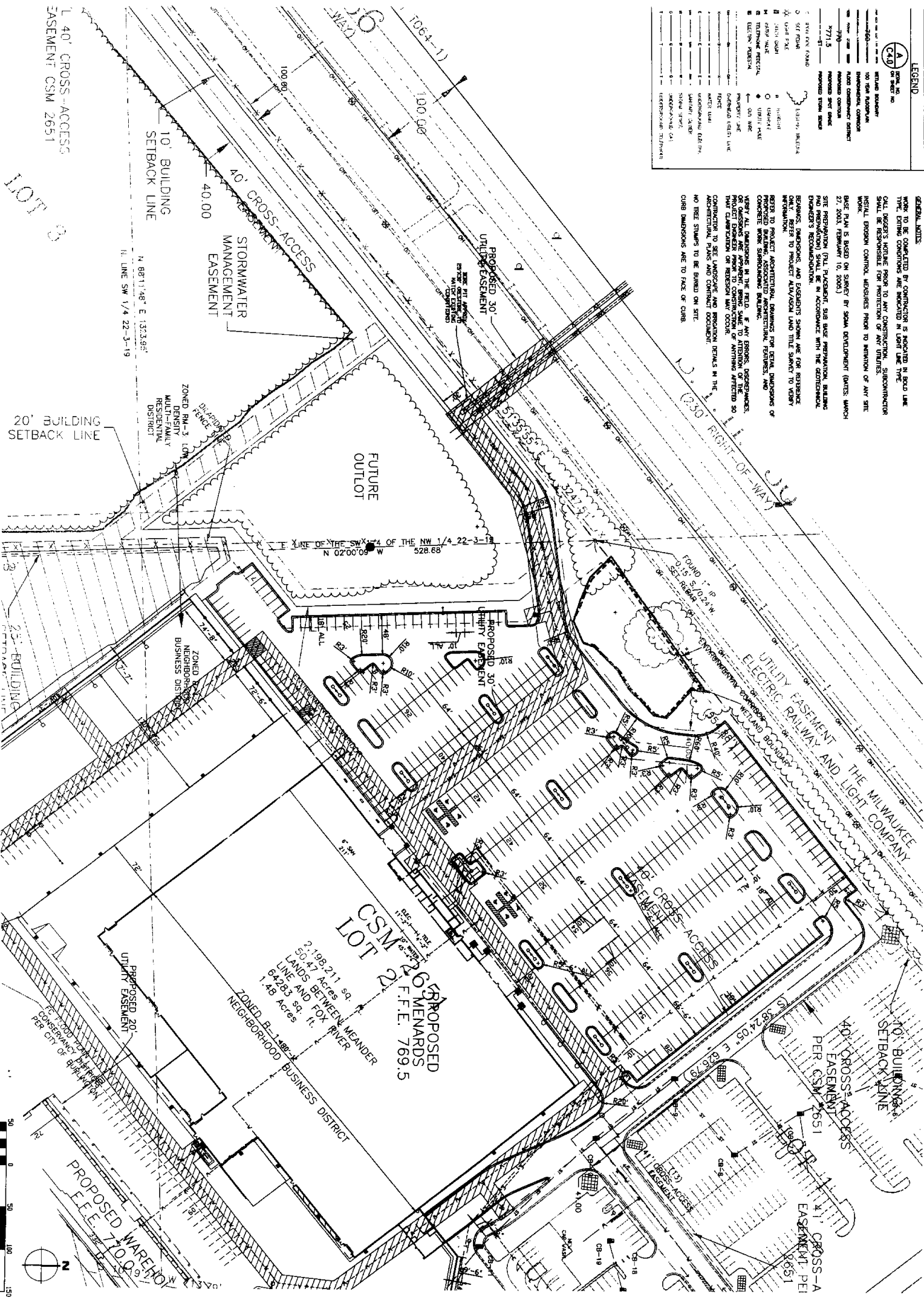
NOTE: CONTRACTOR TO PROVIDE ALL AS BUILTS TO MENARD, INC.

0001386

LEGEND

(A)	PROPOSED
(B)	EXISTING
(C)	ADJACENT PROPERTY
(D)	ADJACENT CONSTRUCTION
(E)	ADJACENT CONSTRUCTION DISTRICT
(F)	ADJACENT CONSTRUCTION DISTRICT
(G)	ADJACENT CONSTRUCTION DISTRICT
(H)	ADJACENT CONSTRUCTION DISTRICT
(I)	ADJACENT CONSTRUCTION DISTRICT
(J)	ADJACENT CONSTRUCTION DISTRICT
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(U)	ADJACENT CONSTRUCTION DISTRICT
(V)	ADJACENT CONSTRUCTION DISTRICT
(W)	ADJACENT CONSTRUCTION DISTRICT
(X)	ADJACENT CONSTRUCTION DISTRICT
(Y)	ADJACENT CONSTRUCTION DISTRICT
(Z)	ADJACENT CONSTRUCTION DISTRICT

GENERAL NOTES:
 WORK TO BE COMPLETED BY CONTRACTOR IS INDICATED IN SHADY LINE.
 THE EXISTING CONDITIONS ARE INDICATED IN LIGHT LINE.
 CALL PROJECT'S HOLDLINE PRIOR TO ANY CONSTRUCTION. SUBMITTALS
 SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UTILITIES.
 INSTALL EROSION CONTROL MEASURES PRIOR TO INITIATION OF ANY SITE
 WORK.
 BASE PLAN IS BASED ON SURVEY BY S.W.A. DEVELOPMENT (DATE: MARCH
 27, 2003, FEBRUARY 10, 2005)
 SITE PREPARATION (FILL, GRADING, BIG BASE PREPARATION, BUILDING
 PAD PREPARATION) SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL
 ENGINEER'S RECOMMENDATION.
 BEYOND DIMENSIONS AND EASMENTS SHOWN ARE FOR REFERENCE
 ONLY. REFER TO PROJECT ALIEN/LAND TITLE SURVEY TO VERIFY
 DIMENSIONS.
 REFER TO PROJECT ARCHITECTURAL DRAWINGS FOR DETAIL DIMENSIONS OF
 CONCRETE WORK SUBMITTALS. FOUNDATIONS, FORMS, AND
 REINFORCEMENT SHALL BE AS SHOWN.
 VERIFY ALL DIMENSIONS IN THE FIELD. IF ANY DISCREPANCIES
 OR OMISSIONS ARE APPARENT, BRING SAME TO ATTENTION OF THE
 PROJECT ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING OF THE
 TYPE DESCRIBED OR REFERENCED IN THIS DOCUMENT.
 CONTRACTOR TO SEE LANDSCAPE AND PROTECTION DETAILS IN THE
 ARCHITECTURAL PLAN AND CONSTRUCTION DOCUMENT.
 ALL TREE STUMPS TO BE BURIED ON SITE.
 CURB DIMENSIONS ARE TO FACE OF CURB.



PROJECT DATA
 Date: 07/29/05
 Job No.: 1737
 Drawn By: JCI
 SHEET NO.

REVISIONS
 SHEET TITLE
 Phase 2 Site Dimension
 Plan (North)

OWNERSHIP AND USE OF DOCUMENTS
 This drawing, specification and other documents are the property of SIGMA DEVELOPMENT, INC. and shall remain the property of SIGMA DEVELOPMENT, INC. until the project is completed. No part of this drawing shall be used by the Owner or other parties for any purpose other than that intended by SIGMA DEVELOPMENT, INC. without the written consent of SIGMA DEVELOPMENT, INC. SIGMA DEVELOPMENT, INC. shall not be responsible for any errors or omissions in this drawing or for any consequences arising therefrom.

SIGMA DEVELOPMENT, INC.
 1000 W. WISCONSIN ST.
 MILWAUKEE, WI 53233
 PHONE: 414-224-2000
 FAX: 414-224-2001
 WWW.SIGMADEV.COM

THE REDMOND COMPANY
 DESIGN
 CONSTRUCTION
 CONSULTING
 MANAGEMENT

Menard's Development
 S.T.H. 36 and C.T.H. W
 Burlington, WI

LEGEND

(A) BOUNDARY	---	EXISTING EASEMENT	---
(B) EASEMENT	---	PROPOSED EASEMENT	---
(C) SETBACK	---	PROPOSED SETBACK	---
(D) SETBACK	---	PROPOSED SETBACK	---
(E) SETBACK	---	PROPOSED SETBACK	---
(F) SETBACK	---	PROPOSED SETBACK	---
(G) SETBACK	---	PROPOSED SETBACK	---
(H) SETBACK	---	PROPOSED SETBACK	---
(I) SETBACK	---	PROPOSED SETBACK	---
(J) SETBACK	---	PROPOSED SETBACK	---
(K) SETBACK	---	PROPOSED SETBACK	---
(L) SETBACK	---	PROPOSED SETBACK	---
(M) SETBACK	---	PROPOSED SETBACK	---
(N) SETBACK	---	PROPOSED SETBACK	---
(O) SETBACK	---	PROPOSED SETBACK	---
(P) SETBACK	---	PROPOSED SETBACK	---
(Q) SETBACK	---	PROPOSED SETBACK	---
(R) SETBACK	---	PROPOSED SETBACK	---
(S) SETBACK	---	PROPOSED SETBACK	---
(T) SETBACK	---	PROPOSED SETBACK	---
(U) SETBACK	---	PROPOSED SETBACK	---
(V) SETBACK	---	PROPOSED SETBACK	---
(W) SETBACK	---	PROPOSED SETBACK	---
(X) SETBACK	---	PROPOSED SETBACK	---
(Y) SETBACK	---	PROPOSED SETBACK	---
(Z) SETBACK	---	PROPOSED SETBACK	---

GENERAL NOTES:

WORK TO BE COMPLETED BY CONTRACTOR IS INDICATED IN BOLD LINE TYPE. EXISTING CONDITIONS ARE INDICATED IN LIGHT LINE TYPE.

CALL DIMENSIONS AND NOTES TO ANY CONSTRUCTION, SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY UTILITIES.

MINIMAL EROSION CONTROL MEASURES PRIOR TO MINUTION OF ANY SITE WORK.

BASE PLAN IS BASED ON SURVEY BY SPAIN DEVELOPMENT (DATE: WHICH FOR PREPARATION (PL, RECONSTRUCT, SUB GRASS PREPARATION, BUILDING AND PREPARATION) SHALL BE IN ACCORDANCE WITH THE PROFESSIONAL ENGINEER'S RECOMMENDATION.

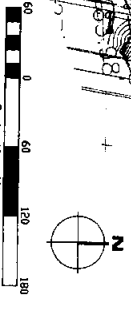
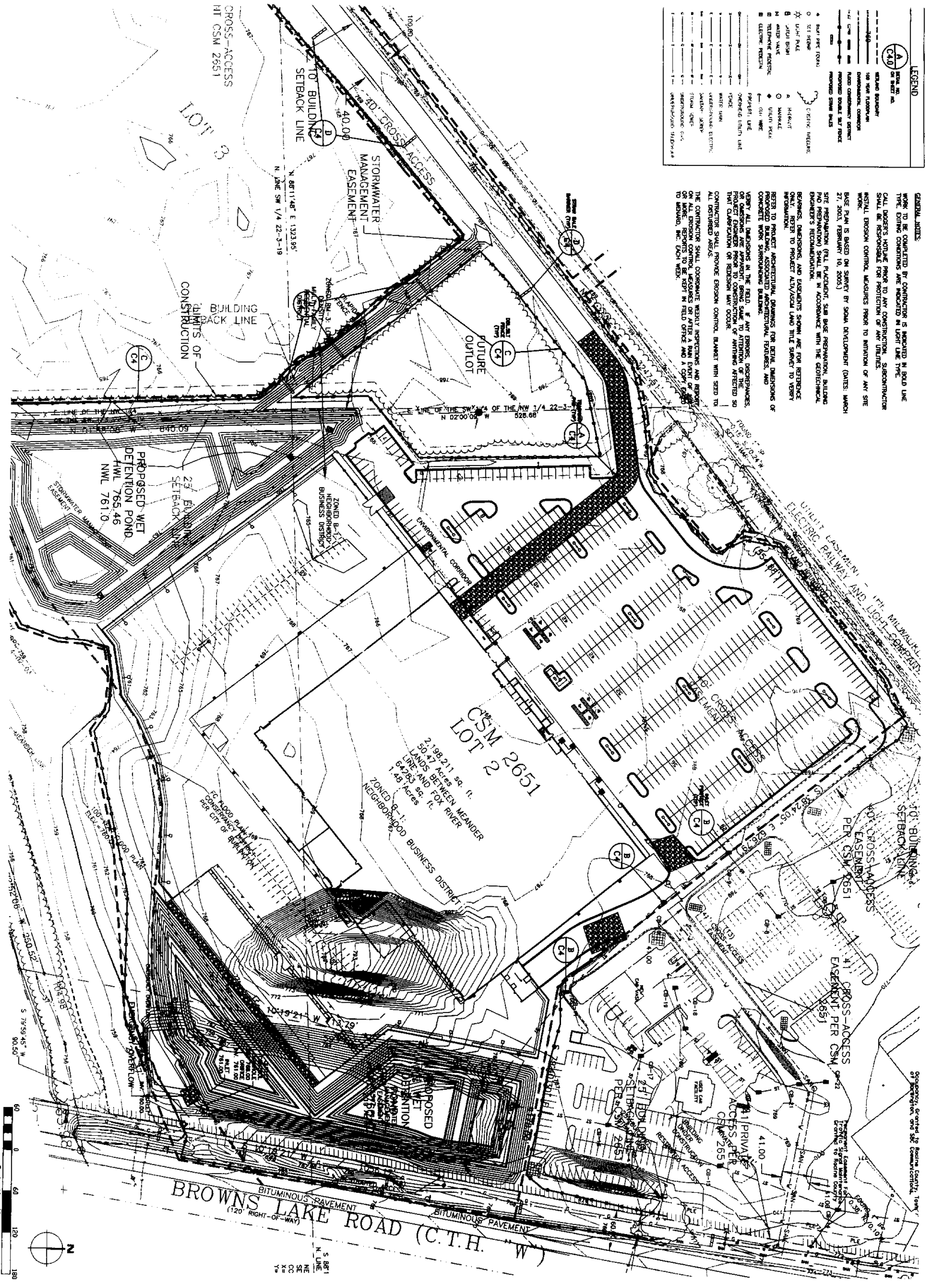
BEARS, DIMENSIONS, AND ELEVATIONS SHOWN ARE FOR REFERENCE ONLY. REFER TO PROJECT ALTIMETRIC AND TITLE SURVEY TO VERIFY INFORMATION.

REFER TO PROJECT ARCHITECTURAL DRAWINGS FOR DETAIL DIMENSIONS OF PROPOSED BUILDING, ASSIGNED ARCHITECTURAL FEATURES, AND CONSTRUCTION WITH SPECIFICATIONS SHEETS.

VERIFY ALL DIMENSIONS IN THE FIELD. IF ANY ERRORS, DISCREPANCIES, OR CONFLICTS ARE FOUND, NOTIFY THE ENGINEER IMMEDIATELY. PROJECT ENGINEER SHALL PROVIDE EROSION CONTROL MEASURES TO BE INSTALLED PRIOR TO CONSTRUCTION OF ANYTHING PERMITTED TO OCCUR.

CONTRACTOR SHALL PROVIDE EROSION CONTROL BARRIERS WITH SEED TO ALL DISTURBED AREAS.

THE CONTRACTOR SHALL COMPLY WITH ALL INSPECTIONS AND REPORTS ON ALL EROSION CONTROL MEASURES ON AFTER A RAIN EVENT OF 0.5 INCH OR MORE. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.



PROJECT DATA

Date: 07/29/05
 Job No.: 1737
 Drawn By: JET
 SHEET NO.: C-1.2

SHEET TITLE

Phase 2 Site Erosion Control Plan (East)

REVISIONS

NO. DESCRIPTION

OWNERSHIP AND USE OF DOCUMENTS

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REDMOND COMPANY

DESIGN CONSULTING MANAGEMENT

1001 W. 10th Street, Suite 100
 Burlington, WI 53010
 Phone: (262) 768-1111
 Fax: (262) 768-1112
 Website: www.redmond.com

Menard's Development

S.T.H. 36 and C.T.H. W
 Burlington, WI

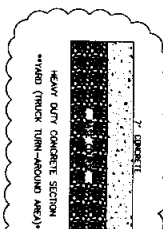
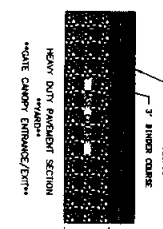
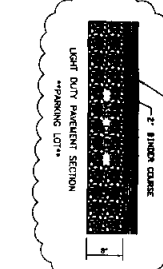
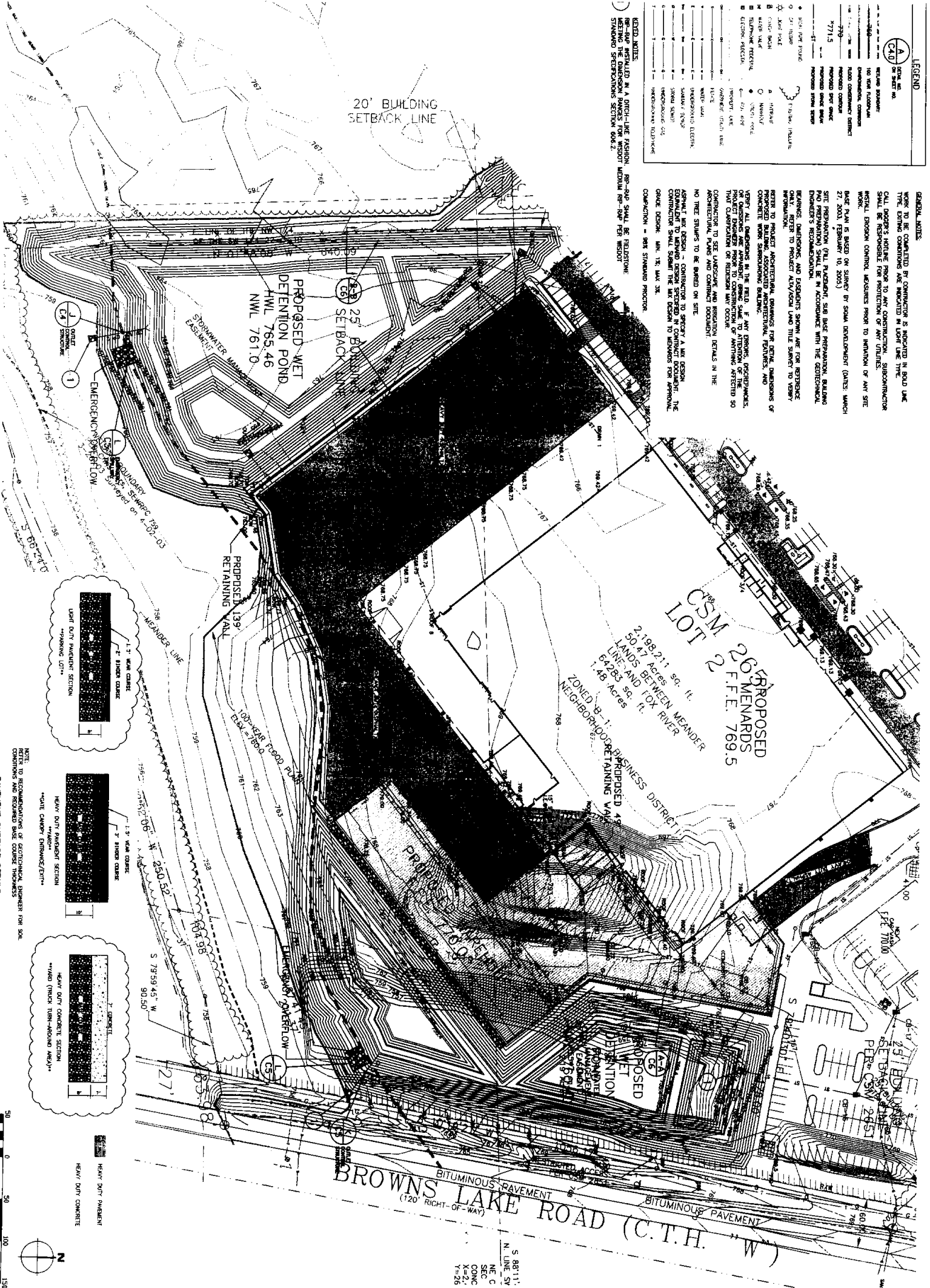


LEGEND

(A) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(B) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(C) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(D) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(E) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(F) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(G) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(H) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(I) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(J) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(K) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(L) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(M) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(N) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(O) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(P) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(Q) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(R) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(S) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(T) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(U) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(V) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(W) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(X) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(Y) 1/2" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE
(Z) 1/4" DIA. AS SHOWN ON SHEET	100' TO 150' DIA. CONCRETE

GENERAL NOTES:

WORK TO BE COMPLETED BY CONTRACTOR IS INDICATED IN BOLD LINE TYPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND EXISTING STRUCTURES ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND EXISTING STRUCTURES ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



PROJECT DATA

Date: 07/29/05
Job No.: 1737
Drawn By: JLD
SHEET NO. C-2.2

REVISIONS

1. PAVEMENT DETAIL (07/29/05)

SHEET TITLE

Phase 2 Site Grading & Drainage Plan (South)

OWNERSHIP AND USE OF DOCUMENTS

The drawings, specifications and other documents furnished by the owner to the contractor are for the sole use of the contractor in the performance of the contract. The contractor shall not be permitted to make any changes or alterations to the drawings without the written consent of the architect. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

DESIGNER

DESIGNER: [Firm Name]
DATE: 07/29/05

Menard's Development
S.T.H. 36 and C.T.H. W
Burlington, WI



LEGEND

(A)	AREA IN ACRES
(B)	AREA IN SQUARE FEET
(C)	AREA IN SQUARE FEET
(D)	AREA IN SQUARE FEET
(E)	AREA IN SQUARE FEET
(F)	AREA IN SQUARE FEET
(G)	AREA IN SQUARE FEET
(H)	AREA IN SQUARE FEET
(I)	AREA IN SQUARE FEET
(J)	AREA IN SQUARE FEET
(K)	AREA IN SQUARE FEET
(L)	AREA IN SQUARE FEET
(M)	AREA IN SQUARE FEET
(N)	AREA IN SQUARE FEET
(O)	AREA IN SQUARE FEET
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(S)	AREA IN SQUARE FEET
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(U)	AREA IN SQUARE FEET
(V)	AREA IN SQUARE FEET
(W)	AREA IN SQUARE FEET
(X)	AREA IN SQUARE FEET
(Y)	AREA IN SQUARE FEET
(Z)	AREA IN SQUARE FEET

KEY NOTES:

- YELLOW PAVEMENT STRIPING MEETING WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION (2003), SECTION 546.
- MEDIUM ISLAND MARKING IN ACCORDANCE WITH WISDOT FACILITIES DEVELOPMENT MANUAL (2004), CHAPTER 16 SECTION 5.3.03.15C18-1.

GENERAL NOTES:

WORK TO BE COMPLETED BY CONTRACTOR IS INDICATED IN BOLD LINE TYPE. EXISTING CONDITIONS ARE INDICATED IN LIGHT LINE TYPE. CALL DESIGNER'S OFFICE PRIOR TO ANY CONSTRUCTION. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ANY UTILITIES. INSTALL EROSION CONTROL MEASURES PRIOR TO INITIATION OF ANY SITE WORK.

BASE PLAN IS BASED ON SURVEY BY SOIL DEVELOPMENT (LIMITS: MARCH 27, 2003; FEBRUARY 10, 2005). SITE PREPARATION (BULP PAVING, SUB BASE PREPARATION, BASE AND PAID PREPARATION) SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.

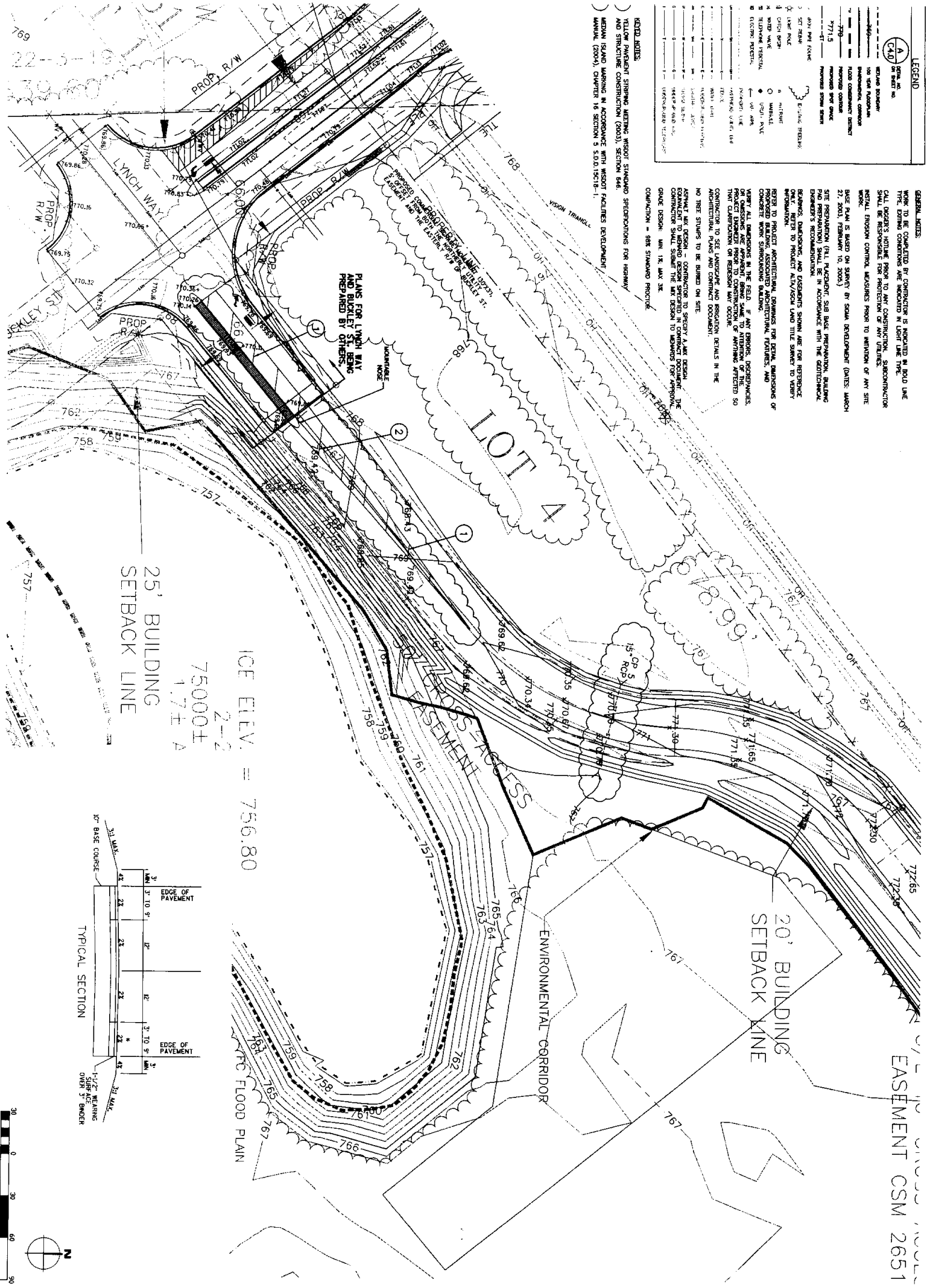
BEARINGS, DIMENSIONS, AND ELEVATIONS SHOWN ARE FOR REFERENCE ONLY. REFER TO PROJECT ALTA/SUBM LAND TITLE SURVEY TO VERIFY IMPROVEMENTS.

REFER TO PROJECT ARCHITECTURAL DRAWINGS FOR DETAIL DIMENSIONS OF VARIOUS ALL IMPROVEMENTS IN THE FIELD. SEE THE DESIGNER'S OFFICE FOR QUESTIONS AND FOR THE FIELD SURVEY AND DESIGN. DESIGNER'S PROJECT ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF ANYTHING AFFECTED SO THAT CONSTRUCTION OR REVISIONS DO NOT AFFECT THE ARCHITECTURAL PLANS AND CONTRACT DOCUMENTS.

NO TREE STUMPS TO BE BURNED ON SITE.

ASPHALT LAY DESIGN - CONTRACTOR TO SPECIFY A LAY DESIGN. CONTRACTOR TO VERIFY DESIGN SPECIFIED IN CONTRACT DOCUMENT. THE CONTRACTOR SHALL VERIFY THE DESIGN TO DETERMINE FOR APPROVAL. GRADE DESIGN: MIN 18% MAX 3%.

COMPLETION = 98% STANDARD PROTECT.



EASEMENT CSM 2651

THE REDMOND COMPANY

DESIGN, ENGINEERING, AND CONSTRUCTION MANAGEMENT

4805 W. 120th St., Suite 100, Burien, WA 98148

Phone: (206) 835-1100

Fax: (206) 835-1101

Website: www.redmondcompany.com

Menard's Development

S.T.H. 36 and C.T.H. W

Burlington, WI

PSISMA DEVELOPMENT INC.

1000 W. 10th St., Suite 100, Burlington, WI 53010

Phone: (262) 441-8888

Fax: (262) 441-8889

Website: www.psisma.com

OWNERSHIP AND USE OF DOCUMENTS

This drawing is the property of PSISMA Development, Inc. It is to be used only for the project and site described herein. It is not to be used for any other project or site without the written consent of PSISMA Development, Inc. PSISMA Development, Inc. shall not be held responsible for any errors or omissions in this drawing. The Designer's attention is directed to the fact that the user of this drawing is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Designer's attention is also directed to the fact that the user of this drawing is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

SHEET TITLE

Phase 2 Site Grading & Drainage Plan (Road)

REVISIONS

1.	PLOT/AREA/STRIPING 09/28/05
2.	DRAWING RELOCATE 09/28/05

PROJECT DATA

Date: 07/29/05

Job No.: 1737

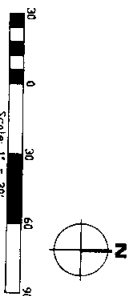
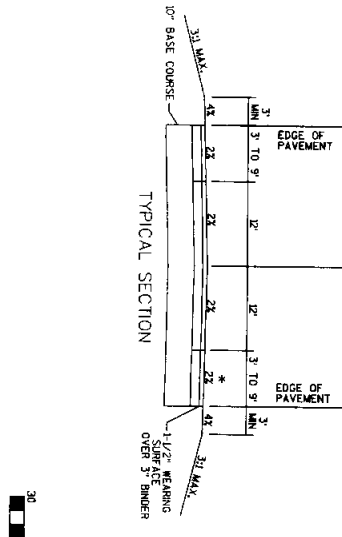
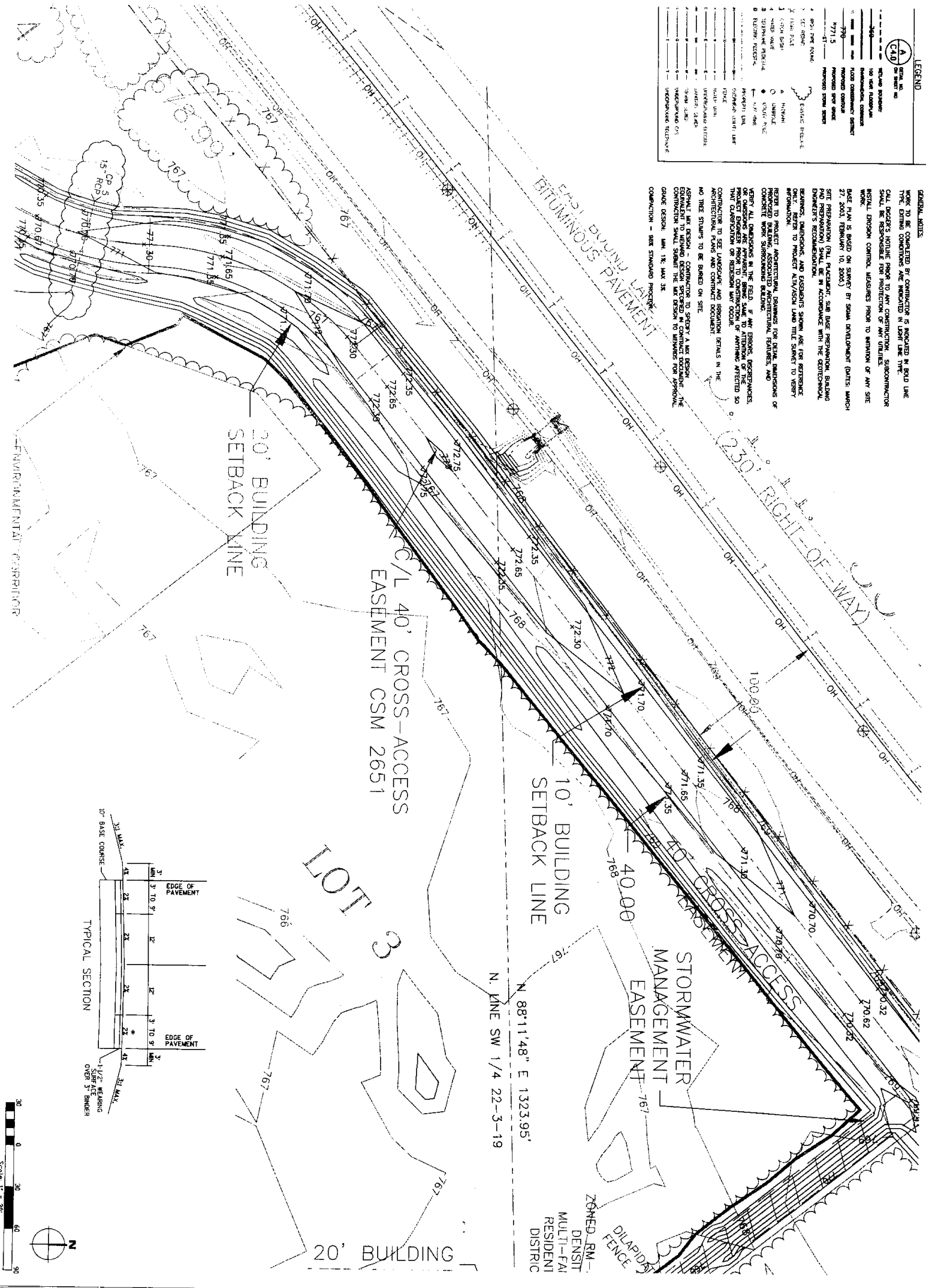
Drawn By: JFI

SHEET NO. C-2.3

LEGEND	
(A) 2" x 1/4"	SPREADER
(1) 1" x 1/4"	SPREADER
(2) 1" x 1/4"	SPREADER
(3) 1" x 1/4"	SPREADER
(4) 1" x 1/4"	SPREADER
(5) 1" x 1/4"	SPREADER
(6) 1" x 1/4"	SPREADER
(7) 1" x 1/4"	SPREADER
(8) 1" x 1/4"	SPREADER
(9) 1" x 1/4"	SPREADER
(10) 1" x 1/4"	SPREADER
(11) 1" x 1/4"	SPREADER
(12) 1" x 1/4"	SPREADER
(13) 1" x 1/4"	SPREADER
(14) 1" x 1/4"	SPREADER
(15) 1" x 1/4"	SPREADER
(16) 1" x 1/4"	SPREADER
(17) 1" x 1/4"	SPREADER
(18) 1" x 1/4"	SPREADER
(19) 1" x 1/4"	SPREADER
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(25) 1" x 1/4"	SPREADER
(26) 1" x 1/4"	SPREADER
(27) 1" x 1/4"	SPREADER
(28) 1" x 1/4"	SPREADER
(29) 1" x 1/4"	SPREADER
(30) 1" x 1/4"	SPREADER
(31) 1" x 1/4"	SPREADER
(32) 1" x 1/4"	SPREADER
(33) 1" x 1/4"	SPREADER
(34) 1" x 1/4"	SPREADER
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(43) 1" x 1/4"	SPREADER
(44) 1" x 1/4"	SPREADER
(45) 1" x 1/4"	SPREADER
(46) 1" x 1/4"	SPREADER
(47) 1" x 1/4"	SPREADER
(48) 1" x 1/4"	SPREADER
(49) 1" x 1/4"	SPREADER
(50) 1" x 1/4"	SPREADER

GENERAL NOTES:

- WORK TO BE COMPLETED BY CONTRACTOR IS INDICATED IN BOLD LINE.
- THE DRIVE DIMENSIONS ARE INDICATED IN LIGHT LINE TYPE.
- CALL DIMETER'S HOTLINE PRIOR TO ANY CONSTRUCTION. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF UTILITIES.
- INSTALL EMISSION CONTROL MEASURES PRIOR TO INITIATION OF ANY SITE WORK.
- BASE PLAN IS BASED ON SURVEY BY SMOA DEVELOPMENT (DATE: MARCH 27, 2003, FEBRUARY 10, 2003).
- SITE PREPARATION (FILL PLACEMENT, SUB-BASE PREPARATION, BUILDING PAD PREPARATION) SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.
- BEARINGS, DIMENSIONS, AND EASEMENTS SHOWN ARE FOR REFERENCE ONLY. REFER TO PROJECT ALLOCATION LAND TITLE SURVEY TO VERIFY INFORMATION.
- REFER TO PROJECT ARCHITECTURAL DRAWINGS FOR DETAIL DIMENSIONS OF CONCRETE WORK SURROUNDING BUILDING.
- VERIFY ALL DIMENSIONS IN THE FIELD. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS ARE APPARENT BEING SAME TO ATTENTION OF THE PROJECT ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO AS TO CORRECT THEM IN THE FIELD.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS TO THE LANDSCAPE AND IRRIGATION DETAILS IN THE ARCHITECTURAL DRAWINGS AND CONSTRUCTION DOCUMENTS.
- NO TREE STUMPS TO BE BARED ON SITE.
- ASPHALT LAY PAVEMENT - CONTRACTOR TO SPECIFY LAY DESIGN. CONTRACTOR SHALL VERIFY ALL DIMENSIONS TO CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS TO CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS TO CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS TO CONSTRUCTION DOCUMENTS.
- CONSTRUCTION - SEE STANDARD PROJECT.



PROJECT DATA
 Date: 07/29/05
 Job No.: 1737
 Drawn By: JE
 SHEET NO. C-2.4

REVISIONS
 1. CAVERT RELOCATE 08/28/05

SHEET TITLE
 Phase 2 Site Grading & Drainage Plan (Road)

OWNERSHIP AND USE OF DOCUMENTS
 The drawings, specifications and other documents prepared by the Designer shall remain the property of the Designer and shall not be used for any other project without the written consent of the Designer. The Designer shall retain the right to use the drawings, specifications and other documents prepared by the Designer for any other project without the written consent of the Designer.

SIEMMA
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 1000 W. WASHINGTON ST.
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 TEL: 414-442-2222
 FAX: 414-442-2222
 WWW.SIEMMA.COM

Menard's Development
 S.T.H. 36 and C.T.H. W
 Burlington, WI

THE REDMOND COMPANY
 DESIGN
 CONSTRUCTION
 MANAGEMENT
 2015 W. WASHINGTON ST.
 MILWAUKEE, WI 53233
 TEL: 414-442-2222
 FAX: 414-442-2222
 WWW.REDMOND.COM

LEGEND

(A) 1/4" DIA. 20' SPACING	WETLAND BOUNDARY
(B) 1/4" DIA. 20' SPACING	100' TREE PROTECTION
(C) 1/4" DIA. 20' SPACING	PROPOSED CONSTRUCTION
(D) 1/4" DIA. 20' SPACING	PROPOSED DRIVE
(E) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(F) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(G) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(H) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(I) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(J) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(K) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(L) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(M) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(N) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(O) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(P) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(Q) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(R) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(S) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(T) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(U) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(V) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(W) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(X) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(Y) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK
(Z) 1/4" DIA. 20' SPACING	PROPOSED SIDEWALK

GENERAL NOTES:

WORK TO BE COMPLETED BY CONTRACTOR IS INDICATED IN BOLD LINE TYPE. STAKES, CONSTRUCTION ARE INDICATED IN LIGHT LINE TYPE.

CALL DIMENSIONS FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE DRIVE.

INSTALL EROSION CONTROL MEASURES PRIOR TO INSTALLATION OF ANY SITE WORK.

BASE PLAN IS BASED ON SURVEY BY SOWA DEVELOPMENT (DATE: MARCH 27, 2003, PERMIT NO. 2003).

SITE PREPARATION (FULL PLACEMENT, SUB-BASE PREPARATION, BUILDING FOOTING PREPARATION) SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.

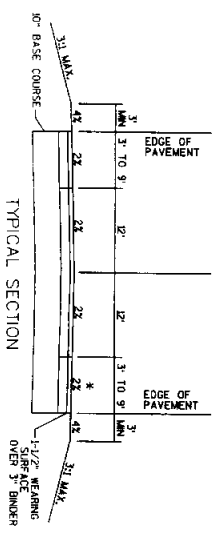
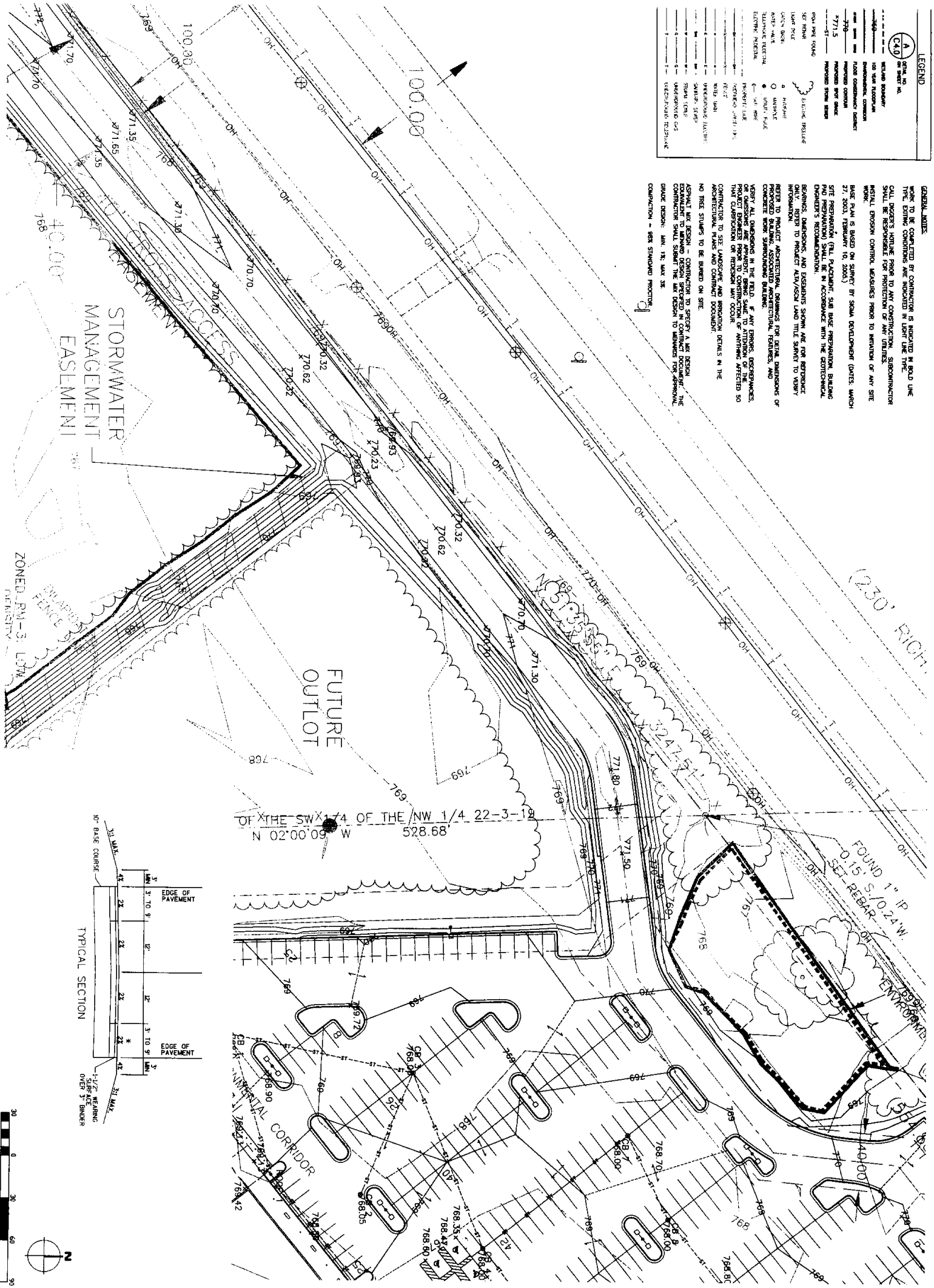
BEFORE TO PROCEED WITH CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS ARE APPARENT, BRING SAME TO ATTENTION OF THE ARCHITECT IMMEDIATELY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. CONTRACTOR TO SEE LANSAPPE AND PROVISION DETAILS IN THE ARCHITECTURAL PLANS AND CONTRACT DOCUMENTS.

NO TREE STUMPS TO BE BURNED ON SITE.

ASPHALT PAVEMENT - CONTRACTOR TO SPECIFY A MIX DESIGN FOR THE DRIVE AND SIDEWALKS. CONTRACTOR SHALL SUBMIT THE MIX DESIGN TO AGENCIES FOR APPROVAL.

GRADE DESIGN: MIN. 1% MAX. 5%.

COMPLETION - PER STANDARD PRACTICE.



PROJECT DATA

Date: 01/29/05

Job No.: 1737

Drawn By: JEI

SHEET NO. C-2.5

REVISIONS

SHEET TITLE: Phase 2 Site Grading & Drainage Plan (Road)

OWNERSHIP AND USE OF DOCUMENTS

The design, specifications and other documents furnished by the Engineer to the Contractor are for the use of the Contractor only and are not to be used for any other purpose without the written consent of the Engineer. The Contractor shall be responsible for the protection of these documents and shall not be held liable for any loss or damage to them. The Contractor shall not be held liable for any loss or damage to these documents if they are not protected in accordance with the provisions of the contract documents.

PSIGMA DEVELOPMENT, INC.

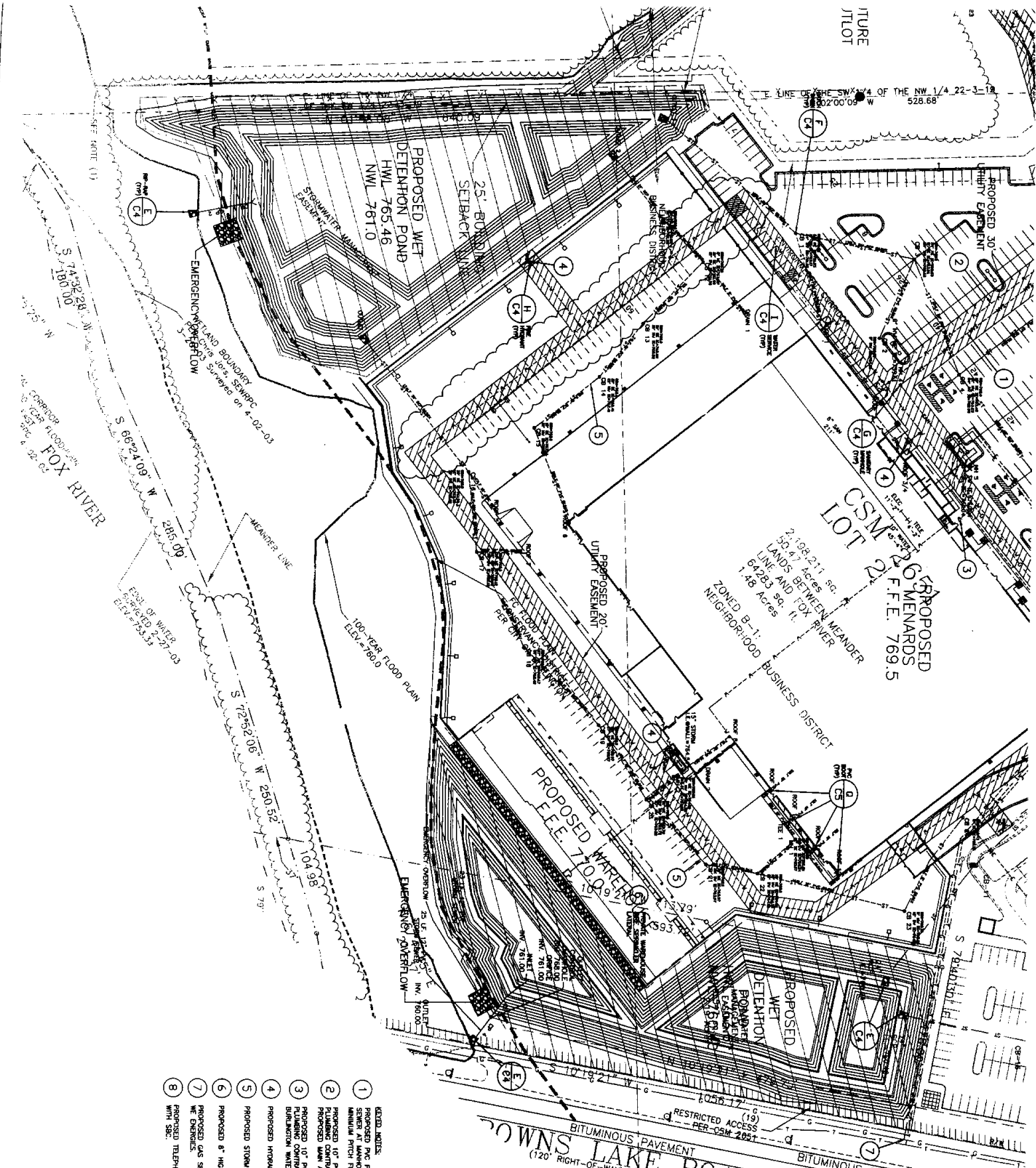
1000 WEST GARDEN AVENUE
 SUITE 100
 GARDEN CITY, MISSOURI 64503
 PHONE: (816) 481-1111
 FAX: (816) 481-1112
 WWW.PSIGMA.COM

Menard's Development
 S.T.H. 36 and C.T.H. W
 Burlington, WI

THE REDMOND COMPANY

DESIGN
 CONSTRUCTION
 CONSULTING
 MANAGEMENT

1000 HARRISON AVE. (2ND FLOOR)
 MILWAUKEE, WISCONSIN 53212-1178
 PHONE: (414) 382-3300
 FAX: (414) 382-3301
 WWW.REDMOND.COM



- KEYED NOTES:**
- 1 PROPOSED P.V.C. PRIVATE SANITARY SEWER LATERAL, CONNECT TO PUBLIC SANITARY MAINLINE PITCH FSH. 8" PIPE, 0.50%, 8' TYPICAL, 1.00% (1/8" PER FOOT).
 - 2 PROPOSED 10" P.V.C. PUBLIC WATER MAIN, CONNECT TO EXISTING PUBLIC WATER MAIN, PROPOSED MAIN AND LAKE CONNECTION.
 - 3 PROPOSED 10" P.V.C. PRIVATE WATER SERVICE, CONNECT TO PUBLIC WATER MAIN, BRIDLEWATER WATER UTILITY, MAINLINE 8" MIN. COVER.
 - 4 PROPOSED HYDRANT WITH 6" LEAD.
 - 5 PROPOSED STORM SEWER.
 - 6 PROPOSED 8" HIGH PRESSURE FIRE LINE TO CONNECT TO WAREHOUSE.
 - 7 PROPOSED GAS SERVICE, COORDINATE SIZE AND CONNECTION OF GAS SERVICE WITH WE ENERGIES.
 - 8 PROPOSED TELEPHONE SERVICE, COORDINATE CONNECTION OF TELEPHONE SERVICE WITH SBC.

GENERAL NOTES:

WORK TO BE COMPLETED BY CONTRACTOR IS INDICATED IN SOLID LINE TYPE. EXISTING CONDITIONS ARE INDICATED IN DASHED LINE TYPE.

CALL OWNER'S UTILITY PLOTTING TO ANY CONTRACTOR, SUBCONTRACTOR OR GENERAL ENGINEER CONTROL MEASURES PRIOR TO BRITANNIA OF ANY SITE.

BASE PLAN IS BASED ON SURVEY BY SCALP DEVELOPMENT (SMITH, WATSON & ASSOCIATES, INC., 27, 2002, FEBRUARY 10, 2003).

THE PREPARATION OF THIS PLAN AND THE PREPARATION, BUILDING AND MAINTENANCE OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION.

REVISIONS, DIMENSIONS, AND EXISTENT SURVEY ARE FOR REFERENCE ONLY. REFER TO PROJECT ATLAS/LAND TITLE SURVEY TO VERIFY INFORMATION.

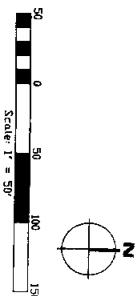
REFER TO PROJECT ARCHITECTURAL DRAWINGS FOR DETAIL DIMENSIONS OF PROPOSED BUILDING ARCHITECTURAL FEATURES, AND CONSULT WITH ARCHITECTURAL RECORDS.

VERIFY ALL DIMENSIONS IN THE FIELD. IF ANY DISCREPANCIES, PROJECT ENGINEER PRIOR TO COMMENCEMENT OF ANYTHING ATTEMPTED SO THAT CORRECTION OR REDRAWN MAY OCCUR.

SEE REGULATION SPECIFICATIONS ON ARCHITECTURAL, P.L.M. AND CONTRACT DOCUMENTS.

LEGEND

(A) 74.0	WETLAND BOUNDARY
---	100 YEAR FLOODPLAIN
---	BOUNDARY, CONCRETE
---	PROPOSED WET DETENTION POND
---	PROPOSED WATER MAIN
---	PROPOSED PRIVATE WATER SERVICE
---	PROPOSED STORM SEWER
---	PROPOSED FIRE LINE
---	PROPOSED GAS SERVICE
---	PROPOSED TELEPHONE SERVICE
---	PROPOSED UTILITY EASEMENT
---	PROPOSED DRIVE DRIVEWAY
---	EXISTING TREE LINE
---	SETBACK
---	CATCH BASIN
---	HYDRANT
---	MANHOLE
---	WATER MAIN
---	UTILITY EASEMENT
---	UTILITY POLE
---	ELECTRIC FENCE LINE
---	OVERHEAD UTILITY LINE
---	WATER MAIN
---	UNDERGROUND ELECTRIC
---	SAFETY SEWER
---	STORM SEWER
---	UNDERGROUND GAS
---	UNDERGROUND TELEPHONE



REVISIONS

1. WATER MAIN REDLOCATE 09/26/05

Phase 2 Site Utility Plan (South)

SHEET TITLE

OWNERSHIP AND USE OF DOCUMENTS

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SIEMMA ENGINEERING, INC.
2700 WEST BROADWAY
SUITE 100
DALLAS, TEXAS 75248
PHONE: (972) 442-8800
FAX: (972) 442-8801
WWW.SIEMMAENGINEERING.COM

THE REDMOND COMPANY

Menard's Development

S.T.H. 36 and C.T.H. W
Burlington, WI

DESIGN
CONSULTATION
CONSTRUCTION
MANAGEMENT

2011-2012
1100 W. WASHINGTON ST.
MILWAUKEE, WI 53233

PROJECT DATA

Date: 07/29/05

Job No.: 1737

Drawn By: JFI

SHEET NO.

C-3.2

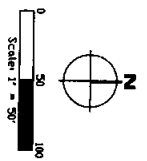
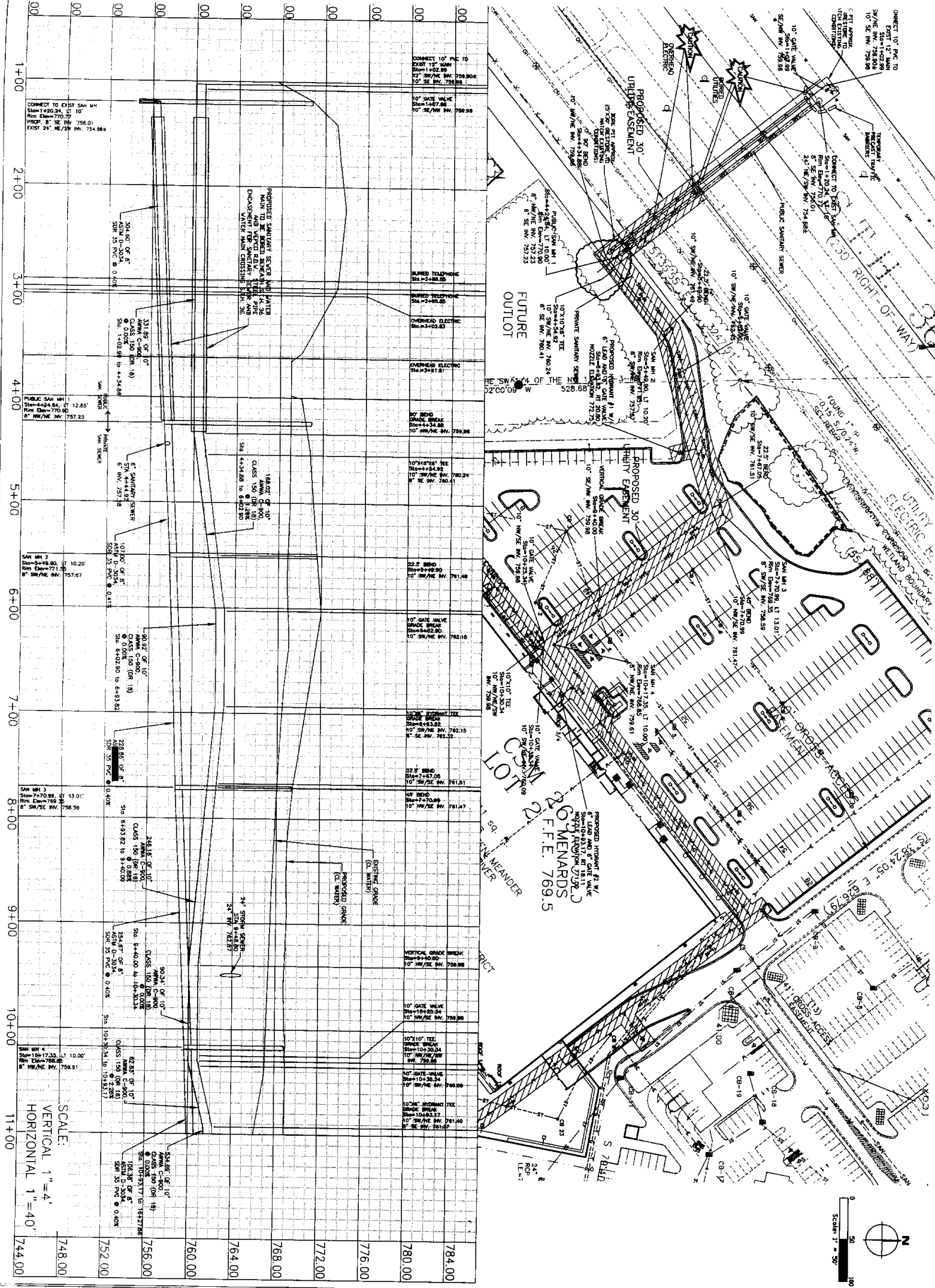
DATE: 07/29/05

JOB NO.: 1737

DRAWN BY: JFI

SHEET NO.

C-3.2



REVISIONS

NO.	DATE	DESCRIPTION

PROJECT DATA

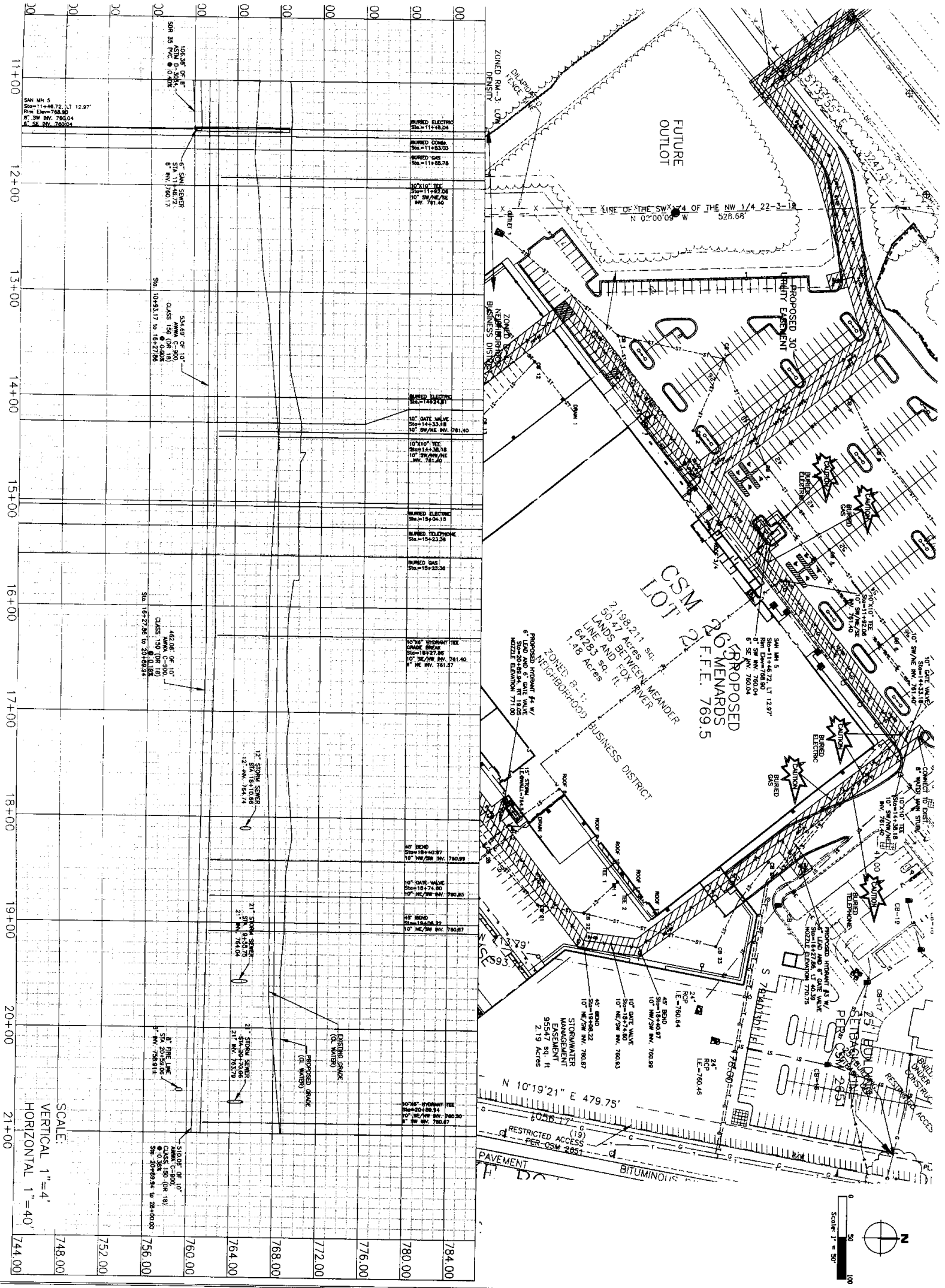
Project No.: 1737
 Date: 07/29/05
 Drawn By: JEI
 SHEET NO.: C-3.3

OWNERSHIP AND USE OF DOCUMENTS

RSIGMA
 DESIGN ENGINEER, INC.
 1000 W. 10th Street
 Burlington, WI 53111
 TEL: 262-333-3333
 FAX: 262-333-3334
 WWW: RSIGMA.COM

Menard's Development
 S.T.H. 36 and C.T.H. W
 Burlington, WI

THE REDMOND COMPANY
 DESIGN
 CONSTRUCTION
 MANAGEMENT
 1000 W. 10th Street
 Burlington, WI 53111
 TEL: 262-333-3333
 FAX: 262-333-3334
 WWW: REDMONDCOM.COM



REVISIONS

784.00	
780.00	
776.00	
772.00	
768.00	
764.00	
760.00	
756.00	
752.00	
748.00	
744.00	

PROJECT DATA

Date: 07/29/05

Job No.: 1737

Drawn By: JFE

SHEET NO.

OWNERSHIP AND USE OF DOCUMENTS

The design, specifications and other documents furnished by the client are the property of the client and shall remain their property. The client shall be responsible for the protection of these documents and shall not be held responsible for any loss or damage to these documents. The client shall not be held responsible for any loss or damage to these documents. The client shall not be held responsible for any loss or damage to these documents.

SHEET TITLE

Phase 2 Site Plan and Profiles STA 11+00 to 21+00

CSM DEVELOPMENT, INC.

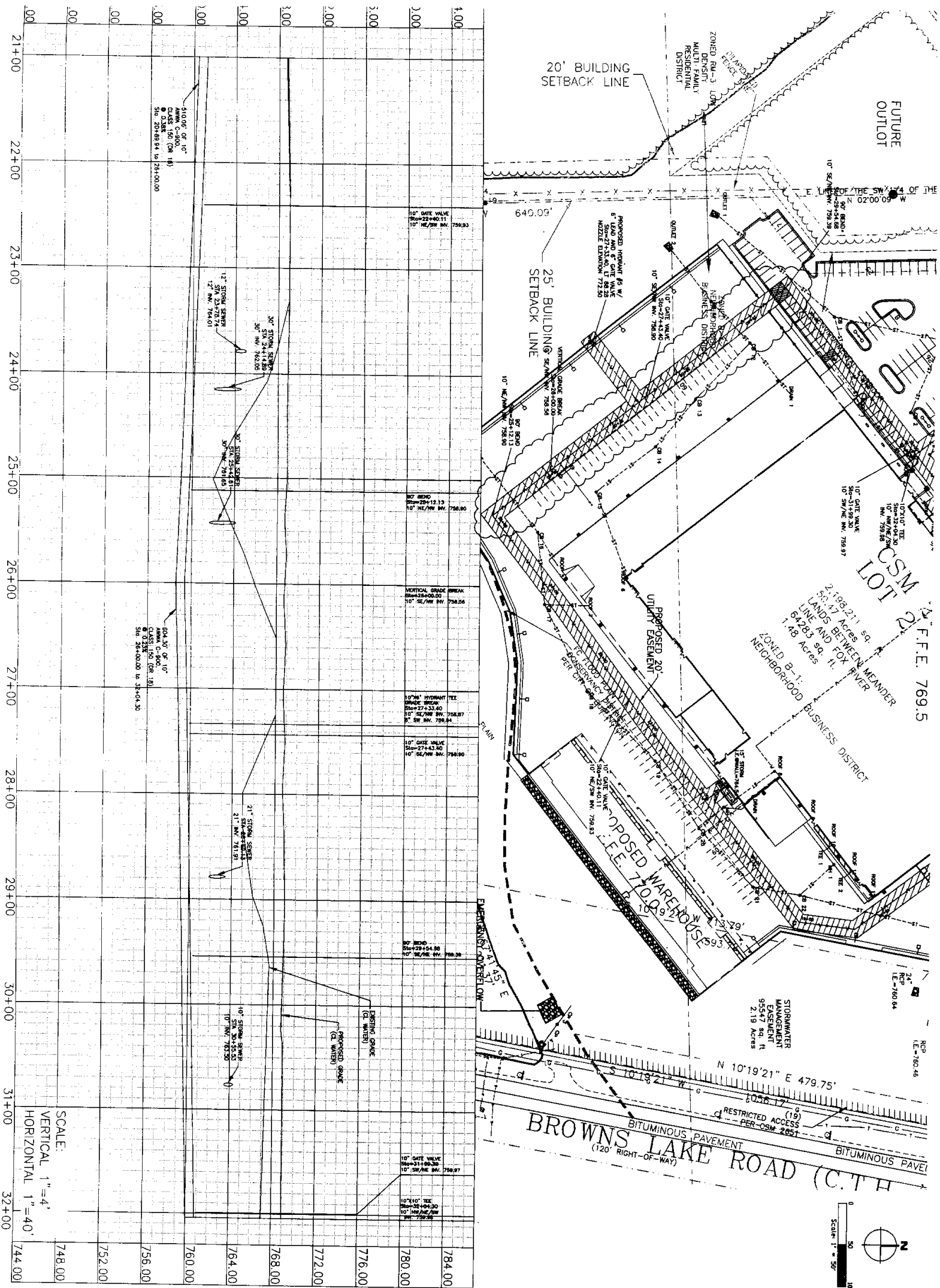
1400 W. MICHIGAN ST. SUITE 200
ANN ARBOR, MI 48106
PHONE: (313) 963-0000
FAX: (313) 963-0001
WWW.CSMDEV.COM

THE REDMOND COMPANY

DESIGN
CONSTRUCTION
MANAGEMENT

2001 LAWRENCE ST. SUITE 200
ANN ARBOR, MI 48106
PHONE: (313) 963-0000
FAX: (313) 963-0001
WWW.REDMOND.COM

Menard's Development
S.T.H. 36 and C.T.H. W
Burlington, WI



SCALE:
VERTICAL 1"=4'
HORIZONTAL 1"=40'

752.00
748.00
756.00
760.00
764.00
768.00
772.00
776.00
780.00
784.00

PROJECT DATA
Date: 07/29/05
Job No.: 1737
Drawn By: JET
SHEET NO.

SHEET TITLE
Phase 2 Site
Plan and Profiles
S1A 21+00 to 31+64
REVISIONS
WATER MAIN RELOCATE 09/26/05


OWNERSHIP AND USE OF DOCUMENTS
The drawings, specifications and other documents furnished by the Client shall remain the property of the Client and shall not be used for any other project without the written consent of the Engineer. The Engineer shall not be held responsible for any errors or omissions in the drawings or specifications or for any consequences arising from the use of the drawings or specifications for any purpose other than that intended by the Client. The Client shall retain all rights in and to the drawings and specifications and shall be responsible for obtaining all necessary permits and approvals for the project.

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Menard's Development
S.T.H. 36 and C.T.H. W
Burlington, WI

THE REDMOND COMPANY
GENERAL
CONSTRUCTION
CONSULTING
MANAGEMENT

200 N. LAKEVIEW, P.O. BOX 184181
BURLINGTON, WI 53118
TEL: (262) 433-2811
FAX: (262) 433-2811



NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BURLINGTON, VERMONT, AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION.

SEWER AND WATER CONSTRUCTION WORK:

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STORM SEWER SPECIFICATIONS:

1. ALL STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BURLINGTON, VERMONT, AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION.

WATER SERVICE SPECIFICATIONS:

1. ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BURLINGTON, VERMONT, AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION.

ASPHALTIC CONCRETE PAVING SPECIFICATIONS:

1. ALL ASPHALTIC CONCRETE PAVING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BURLINGTON, VERMONT, AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION.

GRAVEL AND FINISH:

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OWNER'S AND USE OF DOCUMENTS:

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SHEET TITLE:

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REVISIONS:

1. ALL REVISIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BURLINGTON, VERMONT, AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION.

PROJECT DATA:

1. ALL PROJECT DATA SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF BURLINGTON, VERMONT, AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BURLINGTON AND THE VERMONT DEPARTMENT OF TRANSPORTATION.



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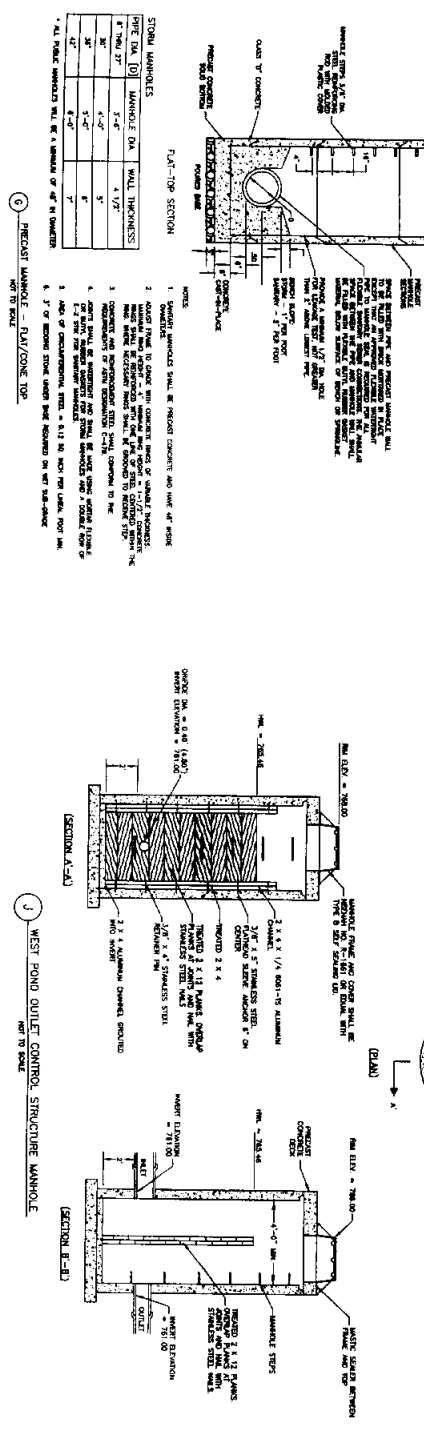
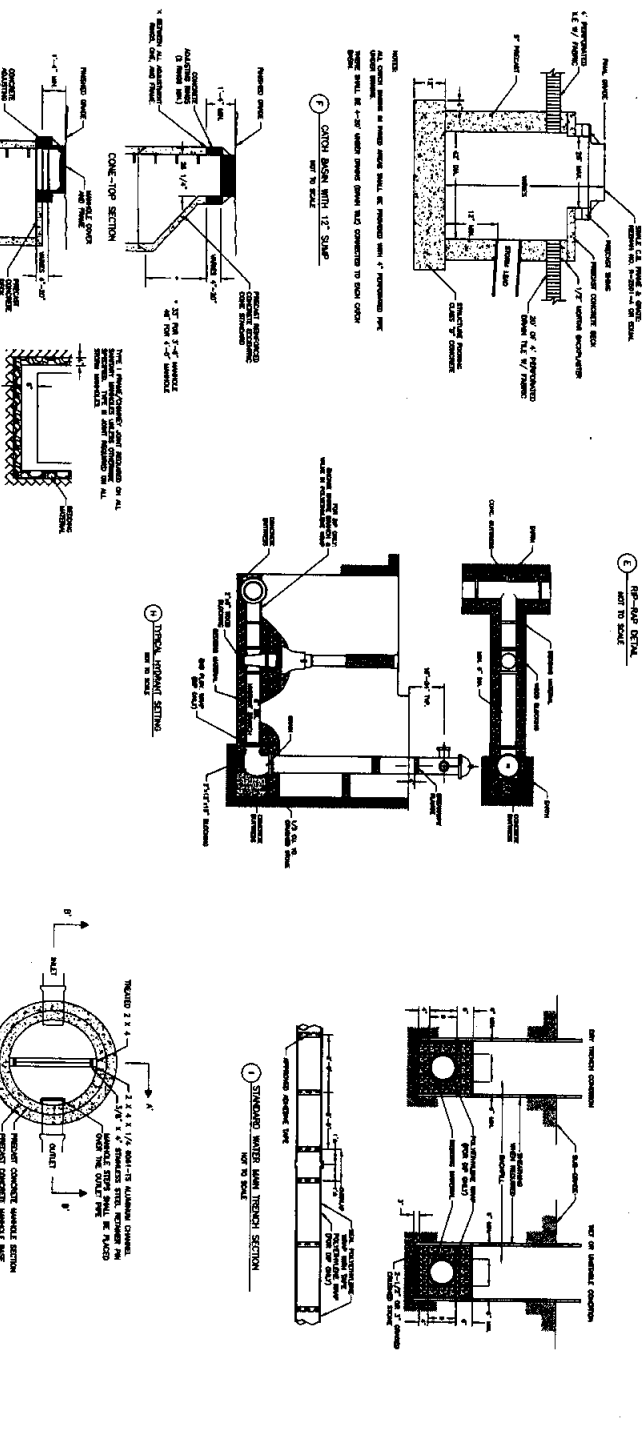
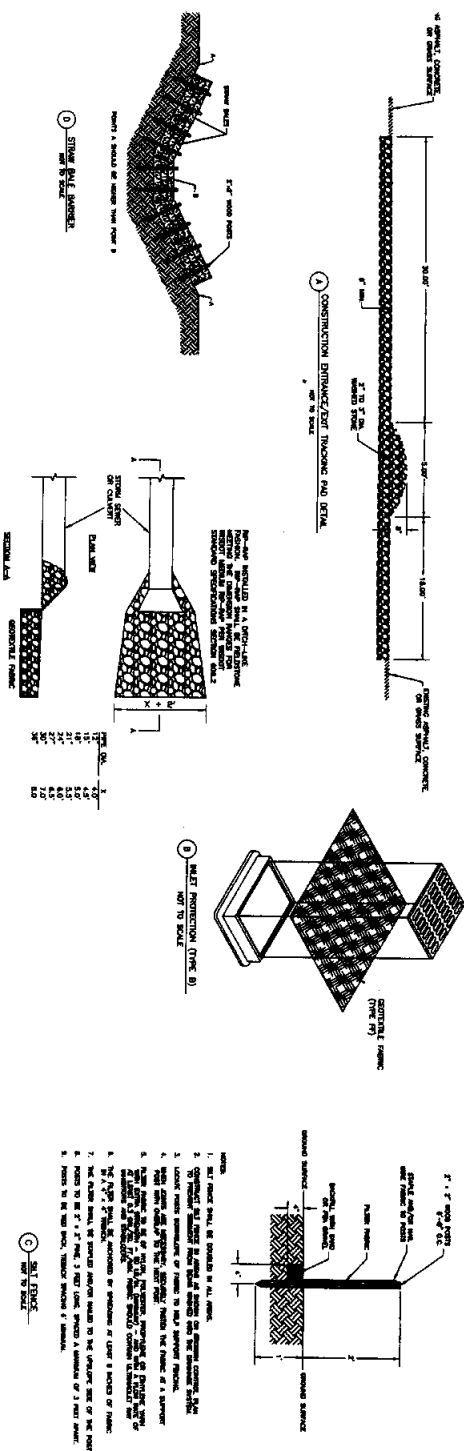
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SHEET TITLE:
Phase 2 Site Details
& Specifications

REVISIONS:

PROJECT DATA:

Date: 07/29/05
Job No.: 1737
Drawn By: JEF
SHEET NO.: C-4

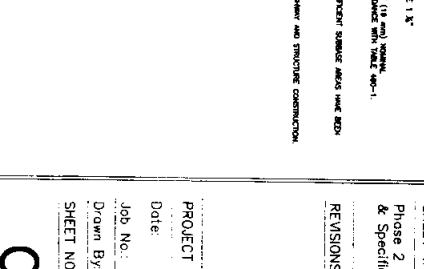
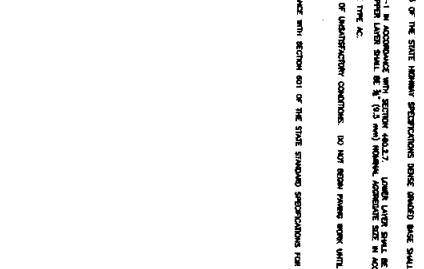
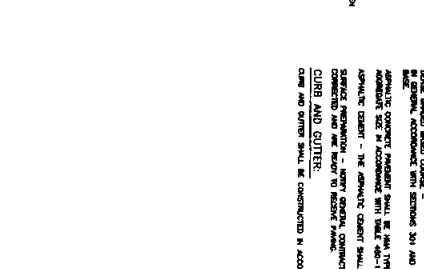
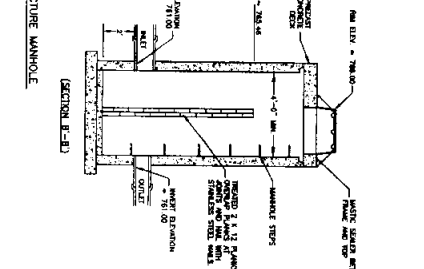
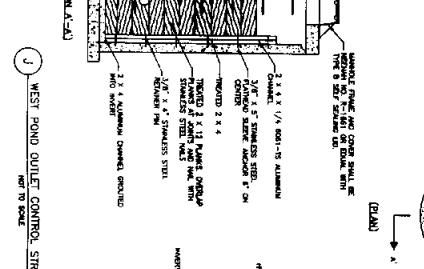
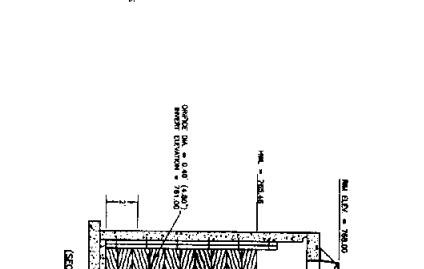


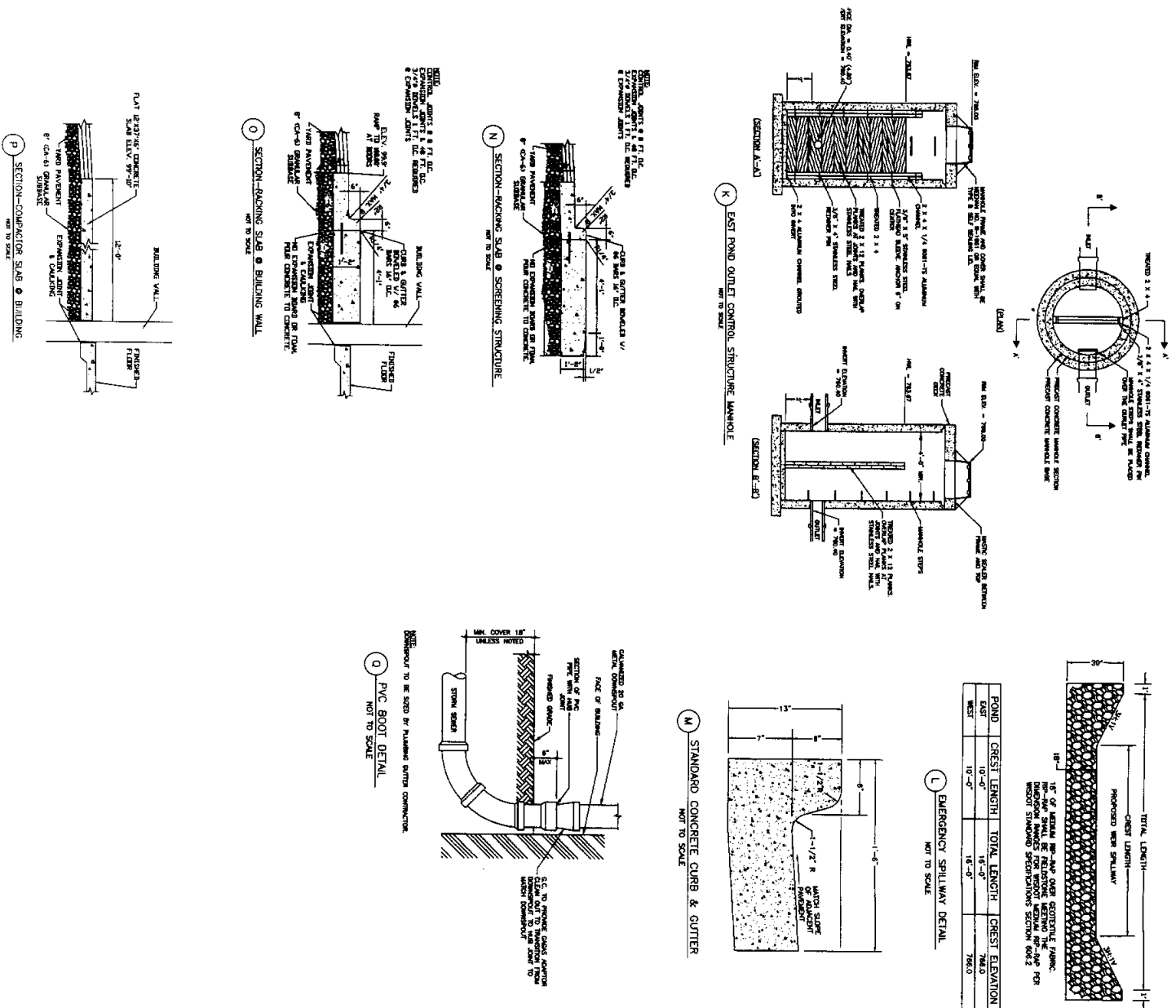
STANDARD MATERIALS

ITEM NO.	QUANTITY	DESCRIPTION	UNIT
1	1	CONCRETE	CU YD
2	1	STEEL	TON
3	1	ASPHALT	TON
4	1	GRAVEL	CU YD
5	1	SAND	CU YD
6	1	CURB	LINEAL FT
7	1	GUTTER	LINEAL FT
8	1	MANHOLE	NO
9	1	INLET	NO
10	1	OUTLET	NO

NOTES:

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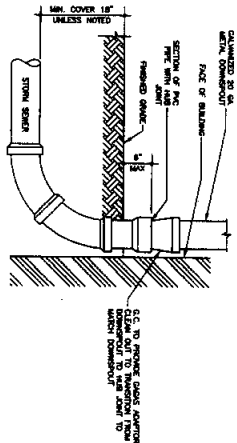


Crest Elevation	Crest Length		Total Length	
	East	West	East	West
785.0	10'-0"	10'-0"	18'-0"	18'-0"

L EMERGENCY SPILLWAY DETAIL
NOT TO SCALE

M STANDARD CONCRETE CURB & GUTTER
NOT TO SCALE

O PVC BOOT DETAIL
NOT TO SCALE



NOTE: COMPONENT TO BE USED BY PLUMBING CONTRACTOR.

Station	Flow (cfs)	Velocity (ft/s)	Time (min)
1+00	1.0	1.0	1.0
1+10	1.0	1.0	1.0
1+20	1.0	1.0	1.0
1+30	1.0	1.0	1.0
1+40	1.0	1.0	1.0
1+50	1.0	1.0	1.0
1+60	1.0	1.0	1.0
1+70	1.0	1.0	1.0
1+80	1.0	1.0	1.0
1+90	1.0	1.0	1.0
2+00	1.0	1.0	1.0

STORM SEWER PIPE CONSTRUCTION INFORMATION

Station	Pipe Size (in)	Pipe Material	Approx. Distance (ft)		Approx. Volume (cu ft)		Approx. Weight (lb)		Notes
			Start	End	Start	End	Start	End	
1+00	18	PVC	100	110	100	110	100	110	
1+10	18	PVC	110	120	110	120	110	120	
1+20	18	PVC	120	130	120	130	120	130	
1+30	18	PVC	130	140	130	140	130	140	
1+40	18	PVC	140	150	140	150	140	150	
1+50	18	PVC	150	160	150	160	150	160	
1+60	18	PVC	160	170	160	170	160	170	
1+70	18	PVC	170	180	170	180	170	180	
1+80	18	PVC	180	190	180	190	180	190	
1+90	18	PVC	190	200	190	200	190	200	
2+00	18	PVC	200	210	200	210	200	210	

Station	Flow (cfs)	Velocity (ft/s)	Time (min)
1+00	1.0	1.0	1.0
1+10	1.0	1.0	1.0
1+20	1.0	1.0	1.0
1+30	1.0	1.0	1.0
1+40	1.0	1.0	1.0
1+50	1.0	1.0	1.0
1+60	1.0	1.0	1.0
1+70	1.0	1.0	1.0
1+80	1.0	1.0	1.0
1+90	1.0	1.0	1.0
2+00	1.0	1.0	1.0

STORM SEWER CONSTRUCTION INFORMATION

PROJECT DATA
Date: 07/29/05
Job No.: 1731
Drawn By: JF
SHEET NO. C-5

REVISIONS
1. CULVERT RELOCATE 09/29/05

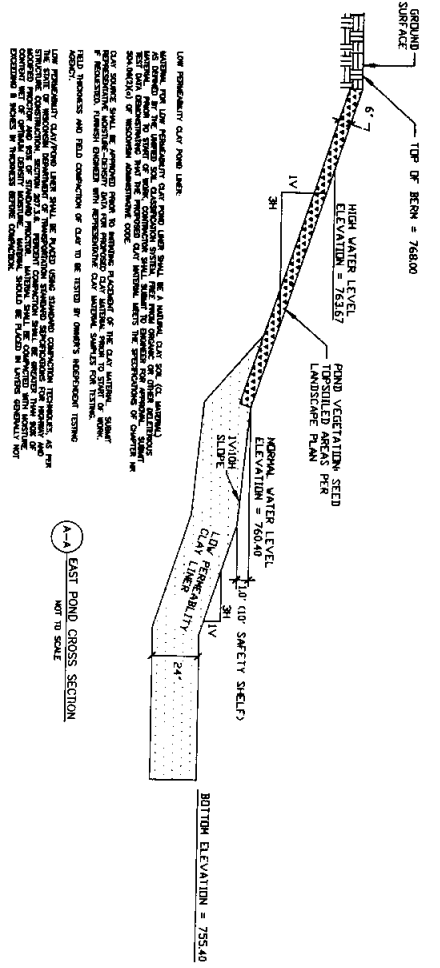
SHEET TITLE
Phase 2 Site Details & Specifications

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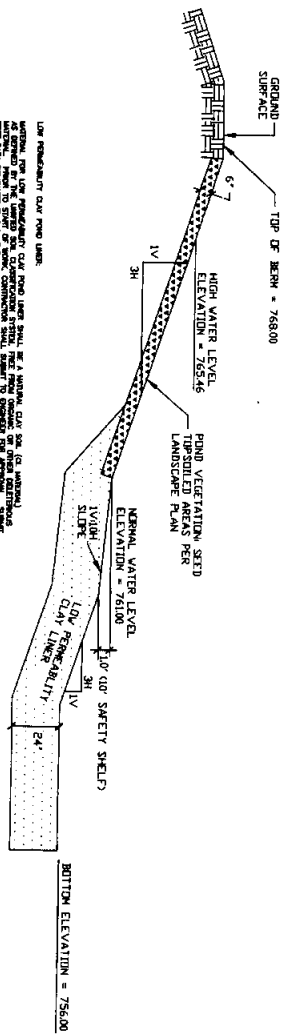
DESIGNER/CONSULTANT
SIGMA DEVELOPMENT, INC.
100 WEST OAK STREET
BURLINGTON, WI 53111
TEL: 262-799-4400
FAX: 262-799-4401
WWW.SIGMADEV.COM

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Burlington, WI

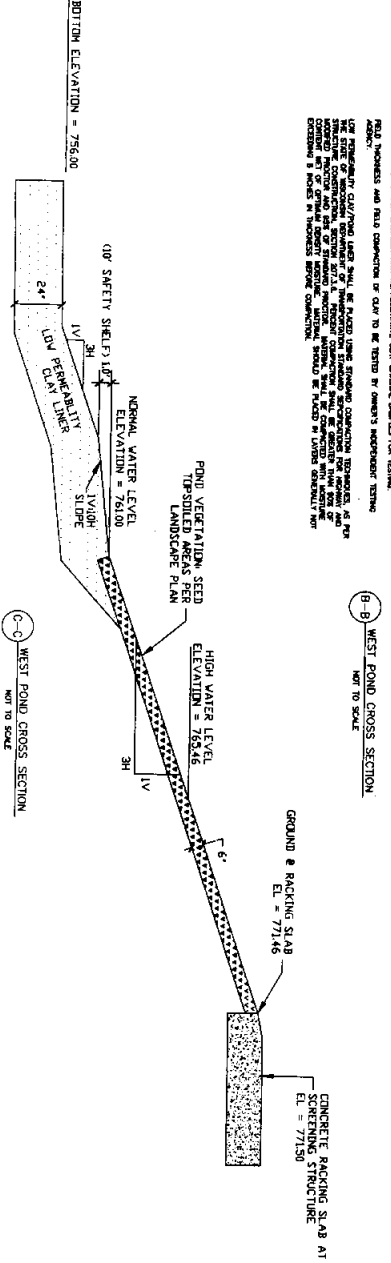
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LOW PERMEABILITY CLAY POND LINER
 MATERIAL FOR LOW PERMEABILITY CLAY POND LINER SHALL BE A NATURAL CLAY SOIL (S. MATERIAL) WITH A MINIMUM LIQUIDITY INDEX (LI) OF 100 AND A MINIMUM PLASTICITY INDEX (PI) OF 10. THE CLAY SHALL BE OBTAINED FROM A SOURCE THAT IS APPROVED BY THE OWNER AND SHALL BE TESTED BY OWNER'S INDEPENDENT TESTING AGENCY. THE CLAY SHALL BE TESTED BY OWNER'S INDEPENDENT TESTING AGENCY TO DETERMINE THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.075 MILLIMETER (NO. 200 SIEVE) AND THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.0075 MILLIMETER (NO. 200 SIEVE). THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.075 MILLIMETER (NO. 200 SIEVE) SHALL BE NOT LESS THAN 60% AND THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.0075 MILLIMETER (NO. 200 SIEVE) SHALL BE NOT LESS THAN 10%. THE CLAY SHALL BE TESTED BY OWNER'S INDEPENDENT TESTING AGENCY TO DETERMINE THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.075 MILLIMETER (NO. 200 SIEVE) AND THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.0075 MILLIMETER (NO. 200 SIEVE). THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.075 MILLIMETER (NO. 200 SIEVE) SHALL BE NOT LESS THAN 60% AND THE PERCENTAGE OF CLAY PARTICLES (SIZES) THAT ARE FINEER THAN 0.0075 MILLIMETER (NO. 200 SIEVE) SHALL BE NOT LESS THAN 10%.



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PROJECT DATA
 Date: 07/29
 Job No.: 15
 Drawn By:
 SHEET NO.

C-6

Menard's Development
 S.T.H. 36 and C.T.H. W
 Buda, Texas 78610

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 (713) 865-1000

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 HOUSTON, TEXAS 77030
 (713) 865-2000

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SHEET TITLE
 Phase 2 Site Details & Specifications

REVISIONS