No. 32-014-0070-03

CERTIFIED	SURVEY	MAP	No.

ř:

PAGE 2 OF 9

QF

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21. TOWNSHIP 15 NORTH, RANGE 7 WEST OF THE 4TH PRINCIPAL MERIDIAN LA CROSSE COUNTY, WISCONSIN

I, Jeremy T. Sentman, Wisconsin Registered Land Surveyor # 5–2413, do hereby certify:

THAT I have surveyed part of the Northeast Quarter of the Northeast Quarter of Section 21. Township 15. North, Range 7 West, La Crosse County, Wisconsin, more particularly bounded and described as follows, to wit:

Commencing at the Northeast corner of sald Section 21, Township 15 North, Range 7 West; thence South 56°51'39" West, a distance of 848.67 feet to the Northeast corner of a Certified Survey Map of Part of Northeast Quarter of the Northeast Quarter of Section 21, Township 15 North, Range 7 West, Town of Shelby, La Crosse County, Wisconsin, recorded in Volume 9 of County Records Page 124 in the La Crosse County Register of Deeds Office as document number 1267040, said point also being the Point of Beginning; thence South 82 43'26" West along the North line of said Certified Survey Map, a distance of 148.29 feet to a 2 inch diameter iron pin; thence North 89°22'02" West along the North line of said Certified Survey Map, and the North line of a Certified Survey Map of Part of Northeast Quarter of the Northeast Quarter of Section 21 Township 15 North Range 7 West, Town of Shelby, La Crosse County, Wisconsin recorded in Volume 9 of County Records Page 99A in the La Crosse County Register of Deeds Office as document number 1259274, a distance of 497.12 feet to a railroad spike lying on the West line of Northeast Quarter of the Northeast Quarter of said Section 21; thence South 02'31'35" West, a distance of 422,93 feet; thence North 80°57'05" East, a distance of 30.62 feet to the Easterly Right-of-Way line of a public street designated as Markle Road; thence South 02'31'35" West, along said Easterly Right-of-Way line, a distance of 235.88 feet; thence North 89 11'22" West, along said Easterly Right-of-Way line, a distance of 13.51 feet; thence South 02'31'35" West, along said Easterly Right-of-Way line, a distance of 169.57 feet to the South line of the Northeast Quarter of the Northeast Quarter of said Section 21; thence South 89'11'22" East, a distance of 466.09 feet to 1 inch diameter iron pipe at the Northeast corner of Lot 5 as designated upon Sherwood Manor Addition to the City of La Crosse; thence South 88°47'33" East, a distance of 649.44 feet to a 2 inch fron pin lying on the Southwesterly right-of-way line of United States Highway 14: thence North 27 49'51" West along said Southwesterly right-of-way line, a distance of 355.31 feet to a 1 inch diameter iron pin lying on said Southwesterly right-of-way line; thence North 28°01'34" West along said Southwesterly right-of-way line, a distance of 268.54 feet to a 3/4 inch diameter from pin at the Southeast corner of aforesaid Certified Survey Map of Part of Northeast Quarter of the Northeast Quarter of Section 21 Township 15 North Range 7 West, Town of Shelby, La Crosse County, Wisconsin recorded in Volume 9 of County Records Page 124; thence North 27*09'11" West along said Southwesterly right-of-way line a distance of 158.00 feet to 3/4 Inch Iron pin; thence North 27*57'31" West along said Southwesterly right-of-way line, a distance of 186.01 feet to the Point of Beginning, containing 16.7197 acres (728,312 square feet), more or less, all being located in the County of La Crosse and the State of Wisconsin.

THAT I have made such survey, land division and Certified Survey Map by the direction of WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE BUSINESS TRUST.

THAT such Certified Survey Map is a correct representation of all exterior boundaries; of the land surveyed and the Certified Survey Map thereof made.

THAT I have fully complied with the Provisions of Chapter 236,34 of the Wisconsin Statutes.

THAT the above described property is subject to all encumbrances, liens, and third party claims, if any.

(815) 484-4300

Jeremy T. Sentmon Wisconsin Registered Land Surveyor No.

Arc Design Resources, Inc. 1145 North Alpine Road Rockford, IL 61107

WISCOM? i arana

EXPIRES OV3I/04

DOT APPROVAL No. 32-014-0070-03

<u> </u>		
j	CERTIFIED SURVEY MAP NoPAGE 3	OF 9
OF PA	RT OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF TOWNSHIP 15 NORTH, RANGE 7 WEST OF THE ALL PRINCIPAL MILE CROSSE COUNTY, WISCONSIN	F SECTION 21
,		
i	i de la companya de	
	OWNER'S CERTIFICATE	
As Owne mapped,	rs, we hereby certify that we have caused the land described on this plat to be su and dedicated as represented hereon.	rveyed, divided,
OWNER:		
,	Assistant Vice President	
	Tradition & A	
State of County of	Athansas) f Benton) ss.	
the above	came before me this 19th day of June 2003, a named Kim Lane and me to be the persons who executed the foregoing instruments and	
acknowle	dged the same.	-
Notary P	"NOTARY SEAL" Jubilic Vickie Lusk, Notary Public	
Commissio	Vickie Lusk, Notary Public Benton County, State of Arkansas My Commission Expires 5/30/2012	
,		
Resolved	That this Certified Survey Map, WAL-MART REAL ESTATE BUSINESS TRUST, Owner passe, is hereby approved by the Plan Commission.	, located in the City
Date: 7	-14-03 Chalrman: Stule Copy	
TOWN B	OARD APPROVAL	
Resolved	that this Certified Survey Map, WAL MAST REAL ESTATE BUSINESS TRUST, Owner, is hereby approved by the Town Board.	, located in the Town
	- 14-2003 Chairman: John C. Jan D. 19180	ONS
		The state of the s

Vol. 11, Page 20B DOT APPROVAL No. 32-014-0070-03

EXPRES OVST/04

CERTIFIED	CHONEY	MAD	41.
CERTIFIED	SURVEY	MAP	NO.

PAGE 4 OF 9

OF

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 15 NORTH, RANGE 7 WEST OF THE 4TH PRINCIPAL MERIDIAN
LA CROSSE COUNTY, WISCONSIN

ACCESS RESTRICTION

"All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S.H. 14 or Mormon Caulee Road; It is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns. Any access shall be allowed only by special exception. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable."

NOISE CONTROL NOTE

"The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. Owners of these lots are responsible for abating noise sufficient to protect these lots."

CERTIFIED SURVEY AND ACCESS PERMIT MAP LANGUAGE

Direct vehicular access to Mormon-Coulee/USH 14, is allowed as shown on Certified Survey Map. The reciprocal crossover and connectivity as shown across Lot 1 is required only when the property to the north adjacent to the subject parcel is: part of a significant assemblage of two (2) or more parcels, has a separate and direct connection to Mormon-Coulee/USH 14, and is also conditioned on a recorded reciprocal crossover and connectivity requirement from that property to the subject parcel. In order to implement the reciprocal crossover and connectivity, the parties owning the respective parcels shall enter into an Agreement which contains, at a minimum, reasonable reciprocal indemnification, use and insurance requirements subject only to the review and approval of the Wisconsin Department of Transportation so any terms not set forth herein demanded do not unreasonably deny or frustrate this connectivity requirement:

(a) The owner of each Parcel shall procure and maintain in full force and effect throughout the term of this Agreement commercial general liability insurance, each party's insurance to afford protection to the limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limits per occurrence, and may be subject to an annual aggregate limit of not less than Four Million and 00/100 Dollars (\$4,000,000.00). The owner of each Parcel shall provide the owner of the other Parcel with certificates of such insurance from time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party that may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the other party. The obligations of the owner of either Parcel to maintain insurance under this provision may be satisfied by an Owner through a reasonable amount of self-insured retention commensurate with the Owner's net worth.

(b) Each owner, their respective successors or assigns, shall defend, indemnify and save harmless the other, their respective officers, agents, members, tenants and employees, and any mortgages of the other parcel, against liability or claim thereof for injury to persons, including death, or damage to property (I) arising out of any maintenance, construction, negligent or intentional actions performed by the indemnifying party, its respective employees, tenants or contractors, or (II) arising out of any defaults by the indemnifying party hereunder. If the reciprocal crossover and connectivity required herein is denied or frustrated in the future by the applicant, owner, successors or assigns of Wal-Mart, or any other owner or entity in possession and control of the subject parcel, the direct vehicular access allowed to the highway route that is presently designated Mormon Coulee/USH 14 shall be null and void and the access shall be closed. The authority for this requirement is specified in Chapter Trans 231 and 233, Wis, Admin. Code (2002).

ENVIRONMENTAL INDEMNIFICATION

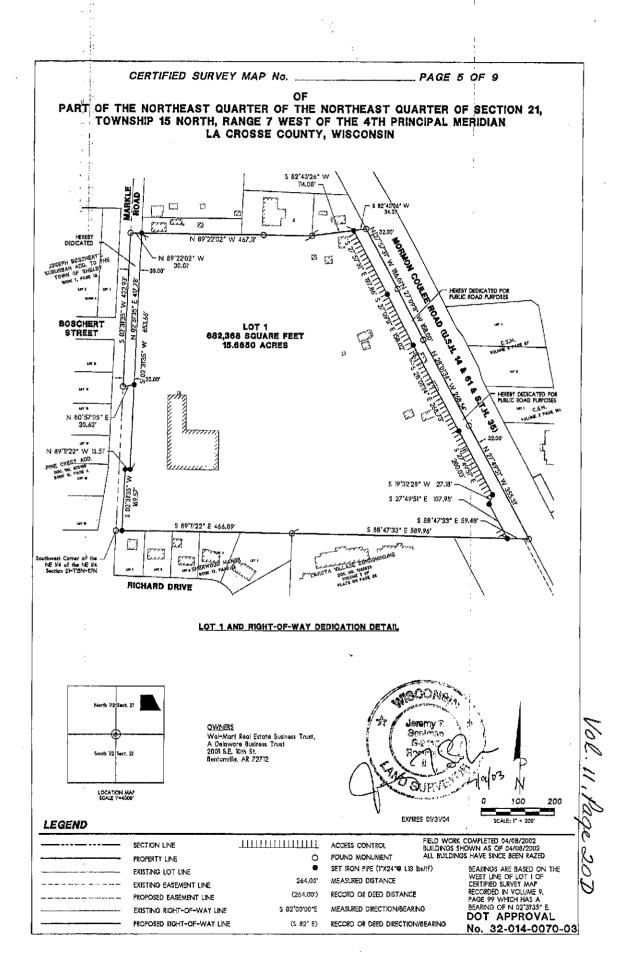
Refer to Attachment 1 206 # 1362283 for signed Indemnthe City of La Crosse, the Wisconsin Department of Transportation and Walking contamination found within area to be dedicated for public road purposes.

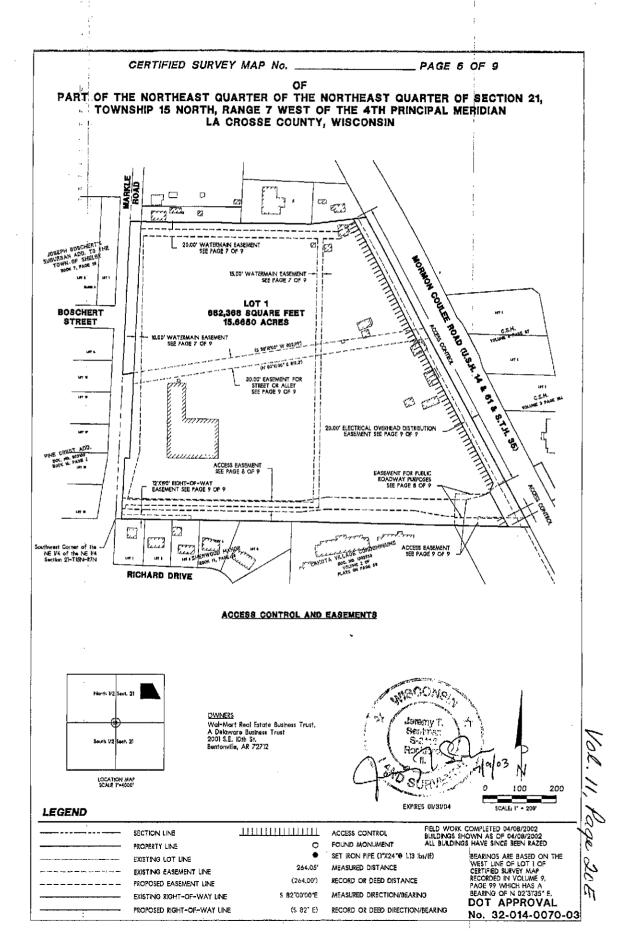
emnification Agreement between the description of the continual Sentiment Section 1997 (1997)

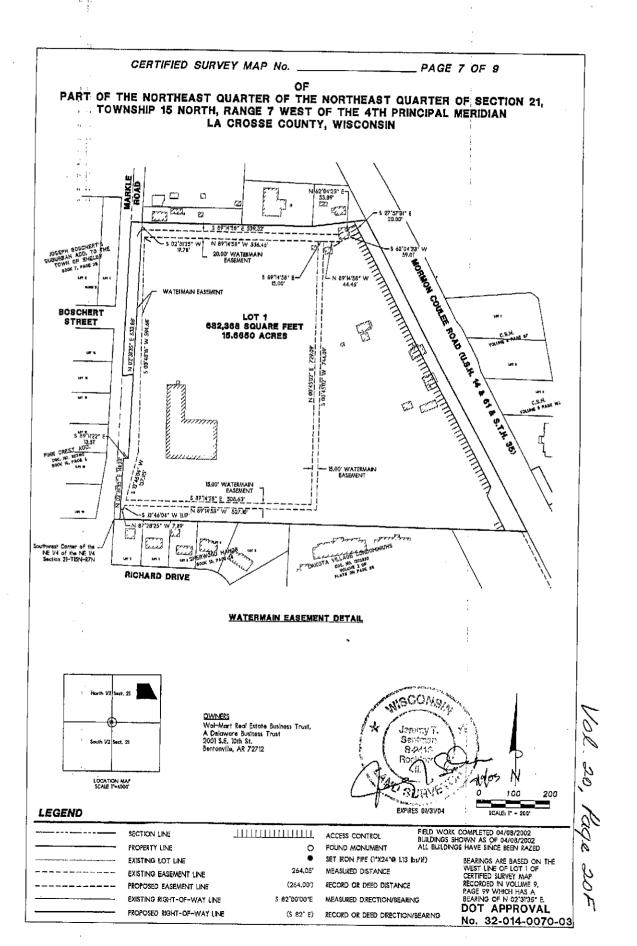
EXPIRES 01/31/04

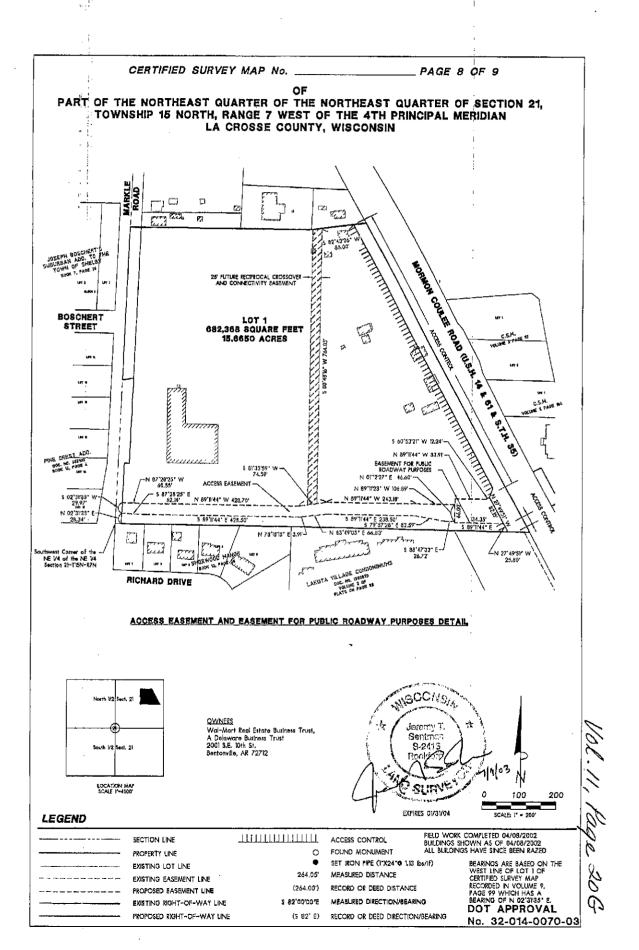
DOT APPROVAL No. 32-014-0070-03

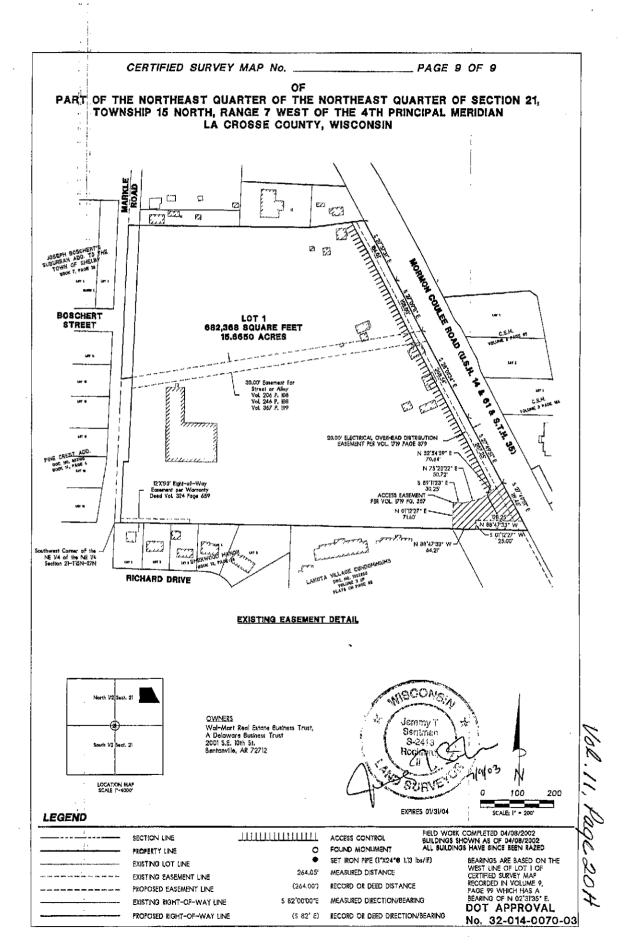
Vol. 11, Page 20C











		,
	,	