

WHITETAIL HILLS

BEING A SUBDIVISION OF PART OF THE NW 1/4 & SW 1/4 OF THE SW 1/4 OF SECTION 1 AND NE 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 18 EAST TOWN OF MERTON, WAUKESHA COUNTY, WISCONSIN

					CURVE TABL	F			
MAIN CURVE	LOT	ARC	RADIUS	CHORD	BEARING	CEN ANGLE	DEF ANGLE	TAN BEARING	TAN BEARING
1	16	63.754	40.000'	57,217	N 4519'25" W	91"19'15"	45*39'37.5"	N 89°00'57" W	N 00°20'12" E
2	0.L.5	61.888'	40.000'	55.897'	S 44'39'37.5" W	88'38'51"	4419'25.5"	S 00"20'12" W	S 88'59'03" W
3 WEST	16	186.652	541.904	185.731	N 1072'14.5" E	19*44*05"	9*52'02.5"	N 00'20'12" E	N 20'04'17" E
3 C/L		198.019	574.904	197.041	N 1012'14.5" E	19*44'05"	9*52'02.5*	N 00°20'12" E	N 20°04'17" E
3 EAST	0.L.5	209.385	607.904'	208.352'	N 1072'14.5" E	19*44'05"	9*52'02.5*	N 00°20′12″ E	N 2004'17" E
4 NW		569.593'	667.000'	552,443'	N 44'32'08.5" E	48'55'43"	24'27'51.5"	N 20'04'17" E	N 69'00'00" E
	0.L.4	279.490	667.000	277.450	N 49'52'44" E	24'00'30"	12'00'15"		· · · · · · · · · · · · · · · · · · ·
	16	207.253	667.000'	206.420'	N 28'58'23" E	17°48'12"	8'54'06"		
4 6 /	0.L.3 -	82.850'	667.000	82.797	N 65'26'29.5" E	7'07'01"	3'33'30.5"	a manadam m	
4 C/L		597.774	700.000'	579.775'	N 44'32'08.5" E	48'55'43"	24"27'51.5"	N 20°04'17" E	N 69'00'00" E
4B		344.549° 253.225°	700.000'	341.082'	N 54'53'57" E	2812'06"	14'06'03"	N 40'47'54" E	N 69'00'00" E
4C	0.L.2	308.251 [']	733.000	251.846' 305.985'	N 30°26'05.5" E N 56°57'09.5" E	20°43'37" 24°05'41"	10'21'48.5"	N 20°04'17" E	N 40°47′54" E
4D	0.L.5	212.622	733.000	211.877	N 28'22'53" E	16'37'12"	12°02'50.5" 8"8'36"	N 44'54'19" E	N 69°00'00" E
5	0.L.2	31.481	21.000'	28.615 ¹	S 87°51'06.5" W	85°53'35"	42*56'47.5"	N 20°04'17" E S 44°54'19" W	N 36'41'29" E N 49'12'06" W
6	0.L.5	31.481	21.000	28,615'	S 0615'18.5" E	85°53'35"	42°56°47.5°	S 4912'06" E	S 36'41'29" W
7 NORTH	0.L.3	217.155'	302.000	212.507	N 89'35'58" E	41"1'56"	20"35'58"	N 69'00'00" E	S 69'48'04" E
7 C/L		229.194'	335.000	224.750'	N 88'35'59.5" E	39"1'59"	19*35'59.5"	N 69'00'00" E	S 71'48'01" E
7 SOUTH	0.L.2	241.340'	368.000	237.038'	N 87°47'16" E	37°34'32"	18°47°16″	N 69'00'00" E	S 73'25'28" E
8 NE	0.L.5	199.304	1033.000	198.995	N 43'40'28" W	11°03'16"	5'31'38"	N 49"12'06" W	N 38"08'50" W
8 C/L	-	192.938	1000.000	192.638	N 43'40'28" W	11'03'16"	5'31'38"	N 4912'06" W	N 38'08'50" W
9 SW	0.L.2	186.571	967.000'	186.281	N 43°40'28" W	11'03'16"	5'31'38"	N 49"12'06" W	N 38'08'50" W
9	0.L.2	28.969'	21.000'	26.726'	N 01°22'20" E	79°02°20"	39°31′10″	N 38'08'50" W	N 40°53'30" E
10	0.L.5	28.969'	21.000'	26,726'	S 77'40'00" E	79*02'20"	39'31'10"	N 62°48'50" E	S 38'08'50" E
11A	_	294.629'	263.000'	279.462'	N 85'05'35" W	64"11"10"	32'05'35"	S 62°48'50" W	N 53°00'00" W
	22	53.615'	263.000'	53.523'	N 58"50'25" W	11'40'50"	5'50'25"		
-	21	118.120'	263.000'	117.130'	N 77"32'49" W	25*43'58"	12"51'59"		
	20	108.404	263.000	107.638	S 77'46'43" W	23'36'58"	11°48'29"		
	0.L.5	14.490'	263.000	14.488	S 64'23'32" W	3'09'24"	1'34'42"		
118	-	233.604'	263.000'	226.000'	S 15'26'45" W	50'53'30"	25'26'45"	S 1000'00" E	S 40'53'30" W
	15	96.044'	263.000'	95.511'	S 30'25'48" W	20'55'24"	10°27'42"		
-	14	112.083	263.000	111.237'	S 07'45'34" W	24*25'04"	1272'32"		
-	13	25.477	263.000'	25.467°	S 07"13"29" E	_5*33'02"	2*46'31"		
11 C/L		549.953	230,000	427.992'	S 58'30'00" W	137'00'00"	68°30'00"	S 10"00'00" E	N 53'00'00" W
11C		301.660'	230.000'	280.499'	S 89°25'35" W	75'08'50"	37'34'25"	S 51°51'10" W	N 53'00'00" W
11D	<u> </u>	248.293	230.000'	236,411	S 20°55'35" W	61°51′10″	30'55'35"	S 10'00'00" E	S 51'51'10" W
11 SOUTH	0.L.1	471.047	197.000'	366.585'	S 58'30'00" W	137'00'00"	68'30'00"	S 10'00'00" E	N 53°00'00" W
12 NORTH	0.L.1	535.886'	202.000'	391.999'	S 86°00'00" E	152'00'00"	76'00'00"	N 18'00'00" E	S 1000'00" E
12 C/L 12 SOUTH		623.432'	235.000'	456.039'	S 86'00'00" E	152'00'00"	76'00'00"	N 18'00'00" E	S 10'00'00" E
12 300111	10	710.977	268.000'	520.079'	S 86'00'00" E	152'00'00"	76*00'00"	N 18'00'00" E	S 10'00'00" E
	9	111.076' 121.026'	268.000' 268.000'	110.283'	S 21°52'25" E S 46°41'03" E	23°44'50" 25°52'26"	11'52'25"		
	8	121.026	268.000°	120.000° 120.000°	S 72'33'29" E		12'56'13"		***************************************
	7		268.000°		N 80'28'07" E	25°52'26"	12'56'13"		
	6	131.309' 129.995'	268.000	130.000' 128.724'	N 52'32'11" E	28'04'22" 27'47'30"	14°02'11" 13°53'45"		
	5	96.545	268.000	96.024	N 2819'13" E	20"38"26"	1079'13"		
13 WEST	0.L.1	205.423	619.468	204.483'	S 27°30'00" W	19'00'00"	9'30'00"	S 18'00'00" W	S 37°00'00" W
13 C/L	-	194.480'	586.468	193.590'	S 27'30'00" W	19'00'00"	9'30'00"	S 18'00'00" W	S 37'00'00" W
13 EAST		183.537	553.468'	182.697	S 27'30'00" W	19'00'00"	9*30'00"	S 18'00'00" W	S 37'00'00" W
-	4	137.316	553.468	136.965	S 25'06'27" W	14"12'54"	7'06'27"	_ /C // // #	
-	3	46.221'	553.468	46.207	S 34°36'27" W	4*47'06"	2"23'33"		
14	0.L.1	32.987	21.000'	29.698'	N 08'00'00" W	90'00'00"	45°00'00"	N 53'00'00" W	N 37'00'00" E
15	3	31.686	21.000'	28.764'	S 80"3'30.5" W	86°27'01"	4313'30.5"	S 37'00'00" W	N 56'32'59" W
16 NORTH		267.983	417.000'	263.395'	S 71°24'37.5" E	36°49'15"	18"24'37.5"	S 89°49'15" E	S 53'00'00" E
-	25	24.347'	417.000'	24.343'	S 54'40'21.5" E	3'20'43"	1'40'21.5"		
-	26	243.636'	417.000	240.186	S 73'04'59" E	33'28'32"	16'44'16"		
16 C/L		289.190'	450.000'	284.239'	S 71"24'37.5" E	36*49'15"	18"24'37.5"	S 89°49'15" E	\$ 5300'00" E
16 SOUTH	-	280.472'	483.000'	276.548	S 73"11'07" E	3316'16"	16'38'08"	S 89°49'15" E	S 56*32'59" E
-	3	162.113	483.000'	161.354'	S 66'09'54" E	1973'50"	9*36′55″		
_	2	118.359'	483.000'	118.063	S 82'48'02" E	14'02'26"	7*01'13"		
17	0.L.5	62.426'	40.000'	56.281'	N 45°28'12.5" E	89"25'05"	44'42'32.5"	N 00°45'40" E	S 89'49'15" E
18	0.L.2	63.292	40.000'	56.893'	N 44"29'29.5" W	90'39'31"	45'19'45.5"	N 89'49'15" W	N 00'50'16" E
	0.L.6	7.566'	9.250'	7.357'	S 66'23'20.5" E	46'51'49"	23'25'54.5"	\$ 89°49'15" E	S 42'57'26" E
19									
19 20	0.L.6	7.566	9.250'	7.357	S 66'44'50.5" W	46'51'49"	23'25'54.5"	S 4318'56" W	N 89'49'15" W
19		7.566' 28.951' 28.951'	9.250' 59.250'	7,357' 28.664'	S 66'44'50.5" W N 75'49'21.5" W N 76"10'51.5" E	46'51'49" 27'59'47"	23°25'54.5" 13°59'53.5"	S 43"18'56" W N 89'49'15" W	N 89"49'15" W N 61"49'28" W

THE PROPERTY IS HEREBY SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS, AND RESTRICTIONS:

- 1. Maintenance Agreement. There shall be a separately recorded document entitled "Storm Water Management Practice Maintenance Agreement" ("Maintenance Agreement") that describes the storm water management practices located on this WHITETAIL HILLS plat and their maintenance needs. Upon acceptance of final as-built documents by Waukesha County, the developer shall record as-built documents as an addendum to this agreement.
- 2. Storm Water Drainage Easements. All areas designated as "Drainage Easements" are preserved for storm water collection, conveyance, and treatment in accordance with approved plans on file with the Department of Parks and Land Use. Unless otherwise noted in the Maintenance Agreement, drainage easement shall be maintained in a manner that preserves unimpeded flow of surface runoff. No grading or filling is allowed. These areas shall be kept free of buildings, sheds or other structures and shall be maintained in permanent vegetation or other approved cover to prevent soil erosion. Grass swales are reserved for storm water conveyance and shall not be used a vehicle access lanes.
- 3. Access Lanes. Access lanes, as designated on this WHITETAIL HILLS plat are constructed and reserved for heavy equipment that may be required to complete future maintenance activities, as described in the Maintenance Agreement. These lanes shall be kept free of obstructions to maintenance vehicles, such as trees and other woody vegetation. Any gates or other access restrictions must be approved by the Town of Merton.
- 4. Ownership and Maintenance. Lots 1-27 of WHITETAIL HILLS shall each own 1/27 undividable interest in Outlot 2 ("Titleholders"). The Storm Water Permit holder shall be responsible for routine and extraordinary maintenance of all drainage easements and storm water management practices until a permit termination letter is issued by Waukesha County. After permit termination, the Titleholders shall be responsible for all maintenance in accordance with the Maintenance Agreement. The Titleholders may designate a contact person to receive all communication regarding the Maintenance Agreement.
- 5. Access and Inspections. The Town of Merton is authorized to access the property as necessary to conduct inspections of the storm water management practices to ascertain compliance with the "Maintenance Agreement". Upon written notification by the Town of Merton or their designee, the Titleholders shall, at their own cost and within a reasonable time period, have the storm water management practice(s) inspected by a qualified professional and file a report of their findings and recommendations for maintenance with the Titleholders and the Town of Merton. Said inspection and report shall follow the standards of the Town of Merton.
- 6. Corrective Actions. Upon notification to the Responsible Party by the Town of Merton, maintenance problems which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame as set the Town of Merton. Access for maintenance equipment shall be limited to the designated lanes and stormwater drainage easements as shown on the WHITETAIL HILLS plat.
- 7. Special Charges. The Town of Merton is authorized to perform the corrective actions identified in its inspection report or its notice if the Responsible Party does not make the required corrections within the specified time period. The costs and expenses of such inspections and corrective actions shall be entered on the tax roll as a special charge against the Property and collected with any other taxes levied thereon for the year in which the work is completed.
- 8. Binding on Future Owners. The terms and conditions contained in these covenants shall run with the Property and be binding upon all the successors and assigns.
- 9. Modifications. The Town of Merton shall have the sole authority to amend these covenants, conditions and restrictions, including approving any modifications to the Maintenance Agreement upon a 30-day notice to the Titleholders.

PRIMARY ENVIRONMENTAL CORRIDOR & WETLAND AREA RESTRICTIONS - BUILDINGS PROHIBITED

Those areas of land identified as a Primary Environmental Corridor & Wetland Area on Sheet 2 of this Subdivision Plat shall be subject to the following restrictions:

- 1. Grading and filling are prohibited.
- 2. The removal of topsoil or other earthen materials is prohibited.
- 3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use Planning and Zoning Division, shall also be permitted.
- 4. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.5. The introduction of plant material not indigenous to the existing environment of the Primary Environmental Corridor & Wetland Area are prohibited.
- 6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- 7. The construction of buildings within the Primary Environmental Corridor & Wetland Areas are prohibited.

UTILITY EASEMENT PROVISIONS

An easement for electric and communications service is hereby granted by WHITETAIL HILLS LLC, Grantor, to WE ENERGIES, WISCONSIN BELL, INC., D/B/A SBC AMERITECH WISCONSIN, and TIME WARNER ENTERTAINMENT COMPANY, L.P., Grantees, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property of all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

BASEMENT RESTRICTION - GROUNDWATER

Although all lots in the subdivision have been reviewed and approved for development with single—family residential use in accordance with Section 236 Wisconsin Statutes, lots may contain soil conditions which may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.



DATED THIS 18TH DAY OF JULY 2005

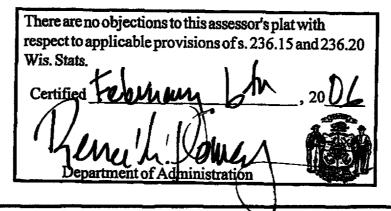
REVISED THIS 6TH DAY OF OCTOBER 2005

 REVISED THIS
 6TH
 DAY OF
 OCTOBER
 2005

 REVISED THIS
 22ND
 DAY OF
 DECEMBER
 2005

 REVISED THIS
 31ST
 DAY OF
 JANUARY
 2006

THIS INSTRUMENT DRAFTED BY JOHN R. STIGLER
SHEET NO. 3 OF 4 SHEETS
PLOT DATE: 1/31/2006
FILE NAME: \S6711\DWG\S671FFMALDWG



WHITETAIL HILLS

BEING A SUBDIVISION OF PART OF THE NW 1/4 & SW 1/4 OF THE SW 1/4 OF SECTION 1 AND NE 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 18 EAST TOWN OF MERTON, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE I, John R. Stigler, registered land surveyor, being first duly sworn on oath, hereby depose and say that I have surveyed, divided, and mapped WHITETAIL HILLS, being a subdivision of part of the Northwest Quarter (NW 1/4), and Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 1, and part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 2 Town 8 North, Range 18 East in the Town of Merton, Waukesha County, Wisconsin, bounded and described as follows: All that part of the West One-half (1/2) of the Southwest Quarter (SW 1/4) of Section One (1) and the East One-Half (1/2) of the Southeast Quarter (SE 1/4) of Section Two (2), Town 8 North, Range 18 East, Town of Merton, Waukesha County, Wisconsin, bounded and described as follows: Beginning at the northwest corner of the Southwest Quarter (SW 1/4) of Section 1 being marked by a concrete monument with brass cap; thence North 88°59'03" East along the north line of said Southwest Quarter (SW 1/4) 1318.186 feet to the east line of the West One-half of said Southwest Quarter (SW 1/4); thence South 0"10'45" West along said east line 2232.631 feet; thence North 89°48'10" West 668.604 feet; thence North 0°55'49" West along the east line of lands described in Reel 2178 on Image 298 as Document No. 2099530, 208,480 feet; thence South 61'06'39" West along the north line of said Document No. 2099530, 497,490 feet; thence North 60'04'41" West 582,000 feet along said line; thence South 44°20'46" West 713.000 feet along said line; thence North 0°35'07" East along the east line of lands described in Document No. 2784392, 1787.181 feet to the southwest corner of Certified Survey Map No. 6182 recorded in Volume 51 of Certified Survey Maps on Pages 46 to 49 as Document No. 1594433; thence North 89'00'57" East along the south line of Map No. 6182, 350.000 feet; thence North 00'22'27" East along the east line of Map No. 6182, 658.010 feet to the north line of the Southeast Quarter (SE 1/4) of Section 2; thence North 89°00'57" East along said north line 426.933 feet to the place of beginning. Containing a gross area of 99.131 acres or 4,318,154 square feet of land. I further certify that I have made such survey, land division, and plat by the direction of the owners of said land; that such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Merton in surveying, dividing and mapping the same. Dated this 18th day of July, 2005. STIGLER Revised this 6TH day of October, 2005. Revised this 22nd day of December, 2005. WAUKESHA, W Revised this 31st day of January, 2006 STATE OF WISCONSIN)ss COUNTY OF WAUKESHA) MARY K COONEY The above certificate subscribed and sworn to My commission expires June 28, 2009. OWNER'S CERTIFICATE OF DEDICATION

As owner, WHITETAIL HILLS, LLC hereby certify that they caused the land described on the plat of "WHITETAIL HILLS" to be surveyed, divided, mapped and dedicated as represented on this plat. WHITETAIL HILLS, LLC also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection: Town of Merton, Waukesha County Park and Land Use Department and Department of Administration.

BY: BRANDON BERGMAN, MEMBER

STATE OF WISCONSIN) as COUNTY OF WAUKESHA)

Personally came before me this 13 day of February, 2006 the above named Brandon Bergmann behalf of WHITETAIL HILLS, LLC, to me known to be the person who executed the above certificate and acknowledged that they executed the foregoing instrument as such officers as the deed of said partnership, by its authority.

My commission expires 4/19/09

Commission expires 4/19/09

NOTARY PUBLIC - Cynthia Schmitt

CONSENT OF CORPORATE MORTGAGEE

M & I BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat, and does herby consent to the above certificate of WHITETAIL HILLS, LLC.

N 12. 4 Million

BY: KENT B. ELIASON, -- VICE PRESIDENT

STATE OF WISCONSIN)ss COUNTY OF WAUKESHA)

Personally came before me this 13 day of February , 2006 the above named here B. Eliason , to me known to be the person who executed the foregoing instrument and to me known to be such vice President , and acknowledged that they executed the foregoing instrument as authorized by the deed of said partnership by its authority.

My commission expires 4/19/09

Conthia Ichmitt NOTARY PUBLIC - Cynthia Echmitt



CYNTHIA

SCHMITT

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)ss COUNTY OF WAUKESKA)

I, PAMELA F. REEVES, being the duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this 4th day of FEBLUSEY, 2006, on any land included in the plat of WHITETAIL HILLS.

Dated Yestuary 9 2006.

PAMELA F. REEVES - COUNTY TREASURER

WAUKESHA COUNTY PARK AND LAND USE DEPARTMENT

The above, which has been filed for approval as requirement by Chapter 236, Wisconsin Statutes, is hereby approved on this 10th day of Felmony 106.

DALE R. SHAVER - DIRECTOR

CERTIFICATE OF TOWN OF MERTON TREASURER

STATE OF WISCONSIN)ss COUNTY OF WAUKESHA)

Dated Feb 14 , 2006.

MICHAEL J. CHAPMAN - TOWN TREASURER

TOWN OF MERTON CERTIFICATE

"Resolved that the plat of WHITETAIL HILLS, a subdivision in the Town of Merton, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes."

I hereby certify that the foregoing is a true and correct copy of a resolution No. 210406 adopted by the Planning Commission of the Town of Merton, on the 4 day of 400 day of 400 day of 400 day of 40006.

Dated 14 ,2006.

RICHARD MORRIS— CHAIRMAN

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Town Board of the Town

Dated February 14,2006.

SEAL SEAL

There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis. Stats.

Certified , 20 Ch