

Paul Farrow
County Executive

Dale R. Shaver
Director



Waukesha County
Department of Parks and Land Use

TO: State of Wisconsin-Department of Administration (Plat Review)

NOTICE OF: Certification of No Objection to Final Plat

DATE OF REVIEW: June 21, 2022

RE: Subdivision Plat known as: **Howell Oaks Addition No. 5, File No. 1765E**

LOCATION: NW¼ of Section 6 T6N, R19E, City of Waukesha

SUBMITTED BY: State of Wisconsin-Department of Administration (Plat Review)

SURVEYOR: Ted R. Indermuehle, P.L.S
TRIO Engineering, LLC
17700 W. Capitol Drive
Brookfield, WI 53045

DATE RECEIVED: June 7, 2022

DATE OF PLAT: May 31, 2022

SUBDIVIDER: Howell Oaks Development, LLC
c/o Thomson Companies
N28 W23000 Roundy Drive #204
Pewaukee, WI 53072

Planning and Zoning

515 W. Moreland Blvd., Room AC 230 Waukesha, Wisconsin 53188-3878
Phone: (262) 548-7790 Fax: (262) 896-8071 www.waukeshacounty.gov/planningandzoning

REMARKS: Conditional Certification of No Objection to this Final Plat is based on the following conditions being satisfied prior to the recordation of the Final Plat:

1. The use of Outlot 11 shall be noted on the plat.
2. The project may be proposed on a parcel with a documented archeological site. The Office of the State Archaeologist, which maintains state records for archaeological sites, is being copied on this correspondence and we urge the developer to communicate with the State Archaeologist to ensure that site grading and construction is not delayed by archeological resource issues and that the plat layout does not conflict with said resources. The State Archaeologist, John Broihahn, can be contacted at 608-264-6496.

In addition, we recommend the following:

1. The surveyor should ensure that all monuments are set as required per Chapter 236 of the Wisconsin State Statutes.
2. Wetland delineation and concurrence was received more than 5 years ago. The city should consider whether this wetland delineation is still valid or if a new delineation is required.
3. We recommend Isolated Natural Resource Area and Wetland Area Preservation Restrictions be placed on the plat specific to Outlot 11. A sample of restrictions to consider are shown below.

SIGNED: Jason Fruth

Jason Fruth
Planning and Zoning Manager

For information regarding this review, please contact Rebekah Leto at
(262) 548-7790 or rleto@waukeshacounty.gov.

Cc via email:

City of Waukesha Clerk
Howell Oaks Development, LLC (c/o Dean Frederick dfrederick@thomsoncompanies.com)
Ted R. Indermuehle, PLS, TRIO Engineering, LLC (tindermuehle@trioeng.com)
Plat Review, WE Energies
Plat Review, AT&T
Waukesha County Register of Deeds
John Broihahn, State Archaeologist
File

SAMPLE: WETLAND AND ISOLATED NATURAL RESOURCE AREA RESTRICTIONS

Those areas identified as Wetland and Isolated Natural Resource Preservation Area on Page ____ of ____ on this Subdivision Plat shall be subject to the following restrictions:

1. Grading, filling, the removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. 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 of 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.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted in the wetland area subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. Ponds are prohibited in the 100-yr. floodplain, primary environmental corridor and isolated natural resource area.
6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. The construction of buildings is prohibited.

RECEIVED

By by Department of Parks & Land Use at 1:02 pm, Jun 07, 2022

CONDITIONAL CERTIFICATION OF NO OBJECTION
CERTIFIED THIS 21 DAY OF June 20 22

Dale Shaver

DIRECTOR
WAUKESHA COUNTY DEPT OF PARKS & LAND USE

HOWELL OAKS ADDITION NO. 5

BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4
OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

N88°38'56"E 1928.43

N. LINE, N.W. 1/4, SEC. 6-6-19
(N88°38'56"E 2379.75)

OL 11

S0°18'04"E 850.85

"OVERALL DETAIL SHEET"

OWNER:
HOWELL OAKS DEVELOPMENT, LLC
C/O THOMSON COMPANIES
N28 W23000 ROUNDY DRIVE #204
PEWAUKEE, WI 53072
PH. 262-746-3600
FAX 262-746-3605

LOT #	PROP. BSMT ELEV.	SEASONAL HIGH WATER TABLE ELEV.
143	148.67	FILL
144	149.00	FILL
145	150.40	FILL
146	153.80	FILL
147	154.17	---
148	153.57	---
149	151.67	---
150	149.97	NW
151	149.67	NW
152	168.00	---
153	179.40	FILL
154	181.70	FILL
155	185.97	---
156	186.87	---
157	215.10	---
158	208.00	---
159	204.20	---
160	200.30	---
161	195.80	---
162	187.70	---
163	175.50	---
164	168.70	---
165	157.67	---
166	154.97	---
167	165.00	---
168	156.37	---
169	175.00	---
170	178.47	---
171	183.57	---
172	188.87	---
173	194.27	---
174	200.17	---
175	210.00	---

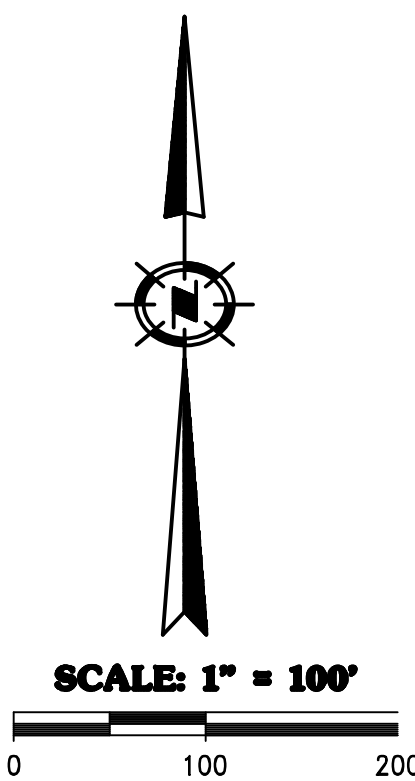
SEASONAL HIGH WATER ELEVATIONS OBTAINED
FROM TABLE PREPARED BY CGC, INC.

GROUNDWATER TABLE LEGEND

FILL = INDICATES HOME PLACED ON
FILL ABOVE EXISTING GRADE;
NO SEASONAL HIGH WATER TABLE

--- = INDICATES NO SEASONAL HIGH
WATER TABLE ENCOUNTERED OR
REPORTED

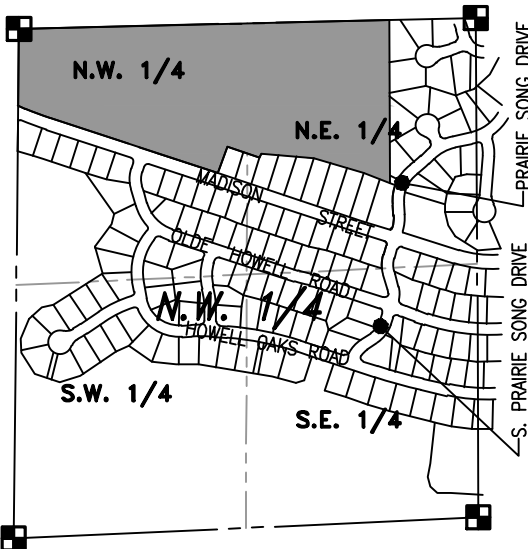
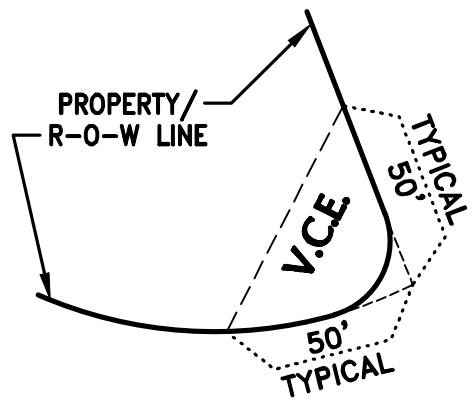
NW = NO SEASONAL HIGH WATER
TABLE ENCOUNTERED TO 1'
BELOW BASEMENT DEPTH



VISION CORNER EASEMENT DETAIL (V.C.E.)

V.C.E. APPLIES TO:

Lots 143, 150, 151, 164, 168, and 169 are herein subject to a Vision Corner Easement in that the height of planting berms, fences, signs & any other structure within the Easement is restricted to 30" above the intersection elevation. There shall be no direct vehicular access from the Lots and Outlots in this Subdivision to the public Roads across the Vision Corner Easement.



LOCALITY MAP

N.W. 1/4
SEC. 6, T. 6 N., R. 19 E.
SCALE: 1" = 1000'

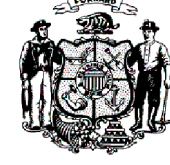
BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Basement floor surface elevations shall not be lower than the proposed basement floor elevations shown in the table on sheet 1 of this Final Plat. Minimum basement floor elevation changes may only be authorized upon further analysis compliant with the City of Waukesha Storm Water Management Ordinance and such analysis must be approved by the City of Waukesha Engineering Department.

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



GENERAL NOTES:

—•— Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.

•—•— Indicates Found 1.270" outside diameter Reinforcing Bar.

• All linear measurements have been made to the nearest one-hundredth of a foot.

• All angular measurements have been made to nearest second and computed to the nearest half-second.

• All bearings are referenced to the grid north of the Wisconsin State Plane Coordinate System (NAD 1927 datum) - South Zone, in which the West line of the N.W. 1/4 of Section 6, T. 6 N., R. 19 E., is taken to bear North 00°38'29" East.

• The Easements for Storm Sewer and Stormwater Drainage are herein granted to all residential Lots within the "Howell Oaks Addition NO. 5", "Howell Oaks Addition NO. 4", "Howell Oaks Addition No. 3" Subdivision, "Howell Oaks", "Howell Oaks Addition NO. 1", and "Howell Oaks Addition NO. 2" any future adjacent subdivision created pursuant to the recorded declarations of restrictions for such Subdivisions and the Homeowners Association (HOA) for public purposes. No Buildings or Fences shall be constructed in Storm Sewer and Stormwater Drainage Easements. No Trees or Bushes which would grow to more than 4 feet in height shall be planted within said Easements. The private storm sewer, including but not limited to: pipes, structures and inlets shall be owned, inspected and maintained by lot owners and the HOA. The drainage swales shall be maintained and inspected by all lot owners and the HOA.

• The Owners of the residential Lots within "Howell Oaks" Subdivision, "Howell Oaks Addition NO. 1", "Howell Oaks Addition NO. 2", "Howell Oaks Addition NO. 3", "Howell Oaks Addition NO. 4, this Subdivision and any future adjacent subdivision created pursuant to the recorded declarations of restrictions for such Subdivision, shall each own an equal undivided fractional interest in Outlots 3 and 4 of "Howell Oaks Addition NO. 1, and Outlot 6 of "Howell Oaks Addition NO. 2". Outlot 8 of "Howell Oaks Addition NO. 4, and Outlots 10 and 11 of "Howell Oaks Addition NO. 5. Waukesha County shall not be liable for fees or special assessments in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.

• The Owners of the residential Lots within "Howell Oaks" Subdivision, "Howell Oaks Addition NO. 1", "Howell Oaks Addition NO. 2", "Howell Oaks Addition No. 3, "Howell Oaks Addition NO. 4, and this Subdivision, and any future adjacent subdivision created pursuant to the recorded declarations of restrictions for such Subdivisions, shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore the landscaping on Outlots 3 and 4 of Howell Oaks Addition NO. 1, Outlot 6 "Howell Oaks Addition NO. 2". Outlot 8 of "Howell Oaks Addition NO. 4, and Outlots 10 and 11 "Howell Oaks Addition NO. 5. The repair, maintenance and restoration of said landscaping shall be performed by the HOA for this Subdivision.

• Stormwater Detention Facilities and Stormwater Infiltration Facilities are located on Outlots 1 and 2 of "Howell Oaks" Subdivision. The Owners of the residential Lots within "Howell Oaks" Subdivision, "Howell Oaks Addition No. 1", "Howell Oaks Addition No. 2", "Howell Oaks Addition No. 3", "Howell Oaks Addition No. 4, and this Subdivision, and any future adjacent subdivision created pursuant to the recorded declarations of restrictions for such Subdivisions, shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Detention Facilities and Stormwater Infiltration Facilities. Said repairs, maintenance, and restoration shall be performed by the HOA of such Subdivision.

• Wetland lines as within this plat were delineated in the field by Stanlec Consulting, Inc. in June of 2013, September 18, 2015 & June 9, 2016. Wisconsin DNR concurrence on June 27, 2016

• Lots 143, 150, 151, 164, 168, and 169 are subject to a Vision Corner Easement (V.C.E.) as shown on this plat in that no structure, driveway or improvement of any kind is permitted within the vision triangle. No vegetation within the vision triangle may exceed 30 inches in height. Said V.C.E. is herein granted to the City of Waukesha.

• Each lot owner shall adhere to the grading plan or any amendment thereto by the City Engineering Department and on file with the City Master Grading Plan and grade such owner's lot in accordance with the master grading plan.

• The HOA and/or its agents, employees or independent contractors shall have the right to enter upon any lot, at any time following at least twenty four (24) hours advance written notice, for the purpose of inspection for compliance with the City Master Grading Plan. In the event a lot is not in compliance with the City Master Grading Plan, then the HOA shall give written notice to the owner of the non-compliant lot. If the owner of the non-compliant lot has not brought the lot into compliance with the City Master Grading Plan within thirty (30) days, then the HOA may enter onto the lot for the purposes of bringing such lot into compliance with the City Master Grading Plan, and may charge the lot owner for the necessary costs of such work, and may have a lien against the lot for the same. In the event that the HOA is not in existence or otherwise fails to act then any lot owner who is aggrieved by a failure to comply with the City Master Grading Plan may independently enforce this section by bringing an action in the Waukesha County Circuit Court, and the prevailing party in any such action will be entitled to recover its reasonable costs and attorney fees.

• Each owner, at the time of construction of the building, shall also be responsible for grading the lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage onto neighboring property. This shall be accomplished by creating swales along common lot lines wherever practical. Drainage ways shall be kept free of obstructions. No planting other than grass shall be permitted within 3 feet of side or rear lot lines without approval of Developer.

• Each owner must consult with the adjacent lot owner to agree upon compatible grading for their common lot lines. Due to the varying terrain and drainage conditions on each lot following construction, neither developer nor the City shall be responsible for establishing lot line grades. The services of a Professional Engineer or Professional Land Survey may be required to design a proper grading plan for any lot, the cost of which shall be paid by the lot owners.

• Maintenance responsibility of all surface water swales, drainage ditches, ponds, private storm sewer, and other such facilities, and all outlots and cul de sac islands shall remain with the lot owners and HOA.

• Facilities for distribution of electric, telephone and cable television service located within a residential subdivision, or other residential division, shall be installed underground except where the Council upon recommendation of the Plan Commission finds adverse soil conditions or problems of utility distribution make such installations prohibitively expensive. Transformers, junction boxes, meter points, or similar equipment may be installed upon the ground surface provided they are not located in the required front yard or required street side yard.

• Landscape Island Area as graphically shown in "Retzer View Court and Olde Howell Court" with Landscaping has been granted to each individual Lot Owner within this Subdivision, each individual Lot Owner of any previous additions, and each individual Lot Owners of any future additions shall each be liable for an equal undivided fractional share of the cost to repair, maintain, or restore.

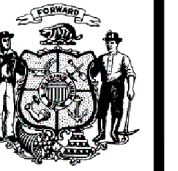
• Isolated Natural Resource lines as shown hereon were identified in the field by Natural Resources Consulting, Inc. (Brian Karciewski) in September of 2005.

HOWELL OAKS ADDITION NO. 5

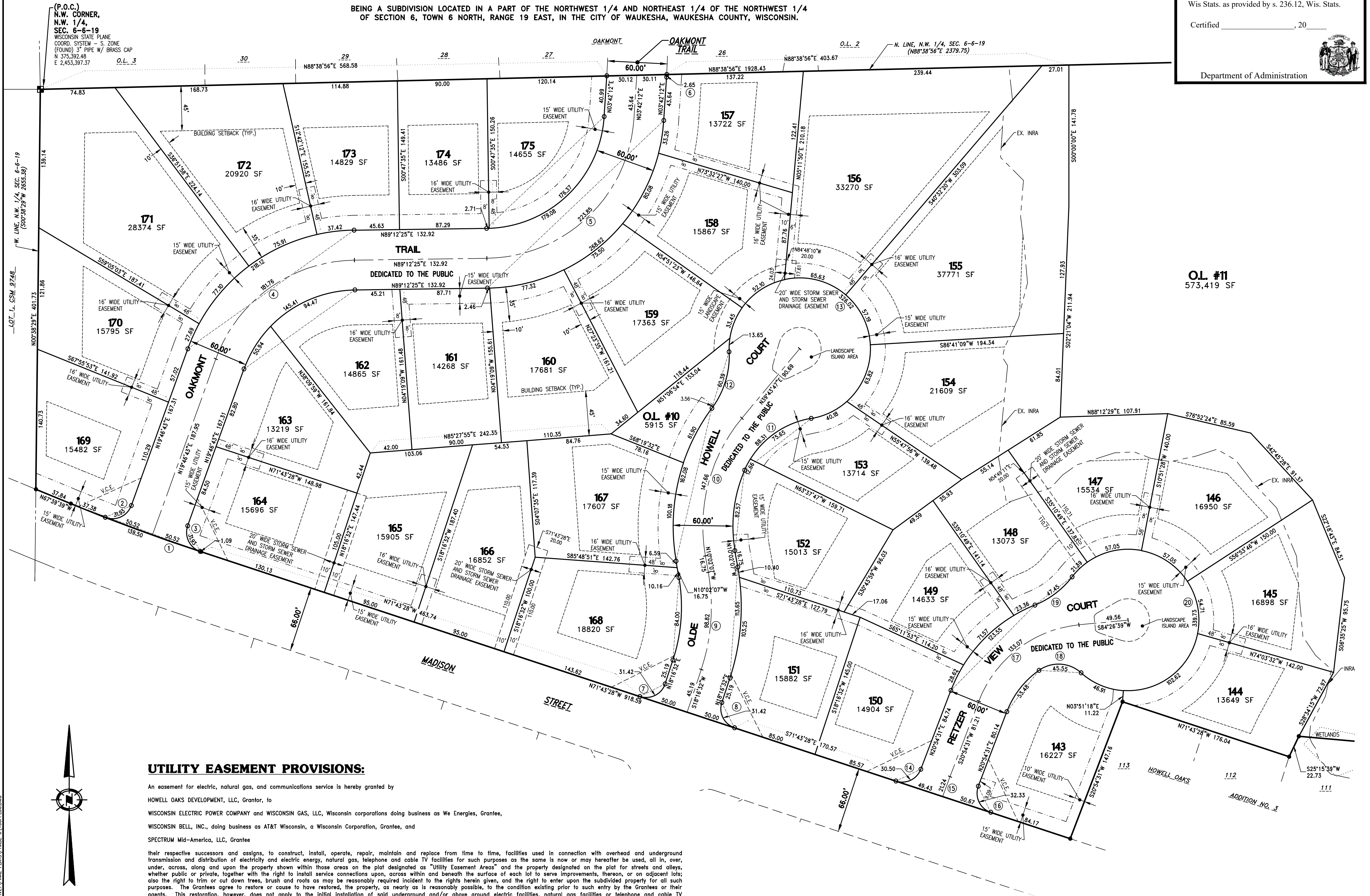
BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__



Department of Administration



UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

HOWELL OAKS DEVELOPMENT, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

WISCONSIN BELL, INC., doing business as AT&T Wisconsin, a Wisconsin Corporation, Grantee, and

SPECTRUM Mid-America, LLC, Grantee

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, natural 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 for 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 solid underground and/or above ground electric facilities, natural gas facilities or telephone and cable TV 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 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.

SCALE: 1" = 50'

0 50 100

01-006-295-H

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE P.L.S. (S-3119)

DATED THIS 31ST DAY OF MAY, 2022

SHEET 2 OF 4

BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4
OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

Certified _____, 20____



Line #	BEARING	LENGTH
L1	S30°45'01"E	20.49'
L2	S1°42'40"W	41.66'
L3	S47°17'35"W	29.72'
L4	S80°2'08"W	80.99'
L5	S02°9'19"E	39.44'
L6	S67°34'56"E	39.05'
L7	S35°28'26"E	41.08'
L8	S43°58'26"E	28.64'
L9	S30°55'29"E	32.20'
L10	S28°45'39"W	23.75'
L11	S84°7'30"E	31.61'
L12	S21°00'13"W	60.81'
L13	S11°18'36"E	48.60'
L14	S20°23'21"E	20.31'
L15	S24°11'29"W	39.69'
L16	S12°21'25"W	46.05'
L17	S78°52'14"E	25.64'
L18	S30°28'47"E	21.30'
L19	S57°44'25"W	26.24'
L20	S6°37'16"W	37.74'
L21	S41°1'01"W	37.84'
L22	S32°21'35"E	13.74'
L23	S35°08'45"E	34.22'
L24	S11°31'27"W	14.03'
L25	N61°49'36"W	29.38'
L26	N23°01'35"W	28.85'
L27	N13°09'47"E	14.83'
L28	N30°35'6"E	72.31'
L29	N51°05'37"E	23.83'
L30	N18°28'46"E	6.66'
L31	N83°53'47"W	22.42'
L32	N50°24'32"W	14.74'
L33	N71°40'1"E	53.96'
L34	N40°14'31"E	28.81'
L35	N6°36'25"E	7.23'
L36	N15°46'54"E	9.14'
L37	N44°09'42"W	31.69'
L38	N20°22'41"W	36.88'

Line #	BEARING	LENGTH
L39	N29°43'04"E	56.40'
L40	N23°38'52"E	22.04'
L41	N12°23'09"W	27.57'
L42	N11°51'19"W	30.92'
L43	N67°42'45"W	34.76'
L44	N86°41'22"W	25.42'
L45	N811°16'43"W	36.65'
L46	N77°39'48"W	31.12'
L47	S29°19'46"W	38.64'
L48	N84°25'12"W	43.69'
L49	N37°59'20"W	36.17'
L50	S69°52'04"W	37.10'
L51	N76°41'57"W	32.66'
L52	N25°01'18"E	46.46'
L53	N45°04'28"E	57.70'
L54	N49°24'10"W	7.23'
L55	N68°19'38"E	56.40'
L56	N52°52'05"E	26.46'
L57	S82°29'11"E	28.25'
L58	N28°13'25"E	34.93'
L59	N14°00'07"E	23.61'
L60	N4°30'02'W	33.02'
L61	N35°30'35"E	33.71'
L62	N9°30'57"E	35.74'
L63	N44°17'12"E	14.25'
L64	S78°09'36"E	36.65'
L65	N71°12'49"E	24.04'
L66	N46°10'23"E	23.80'
L67	N45°03'42"E	31.90'
L68	N68°19'17"E	39.77'
L69	S82°36'56"E	28.58'
L70	S57°26'55"E	33.04'
L71	S23°12'43"E	22.22'
L72	S49°19'47"E	21.56'
L73	S68°57'13"E	28.61'
L74	N38°47'18"E	34.71'
L75	N1°21'28"E	28.61'
L76	N65°27'50"E	35.75'
L77	N69°23'54"E	28.44'
L78	N73°40'32"E	36.74'
L79	N84°23'13"E	34.22'
L80	S41°07'32"E	59.21'
L81	S20°34'06"E	56.99'
L82	S70°01'44"E	25.62'
L83	N82°21'10"E	28.79'
L84	S70°27'12"E	25.41'
L85	S47°17'22"E	26.39'
L86	S5°20'53"E	16.35'
L87	N85°48'36"W	24.03'
L88	N69°13'17"E	32.63'
L89	N85°34'13"W	35.99'
L90	N74°44'15"W	37.15'
L91	S82°50'23"W	27.01'
L92	S66°03'01"W	29.39'
L93	S83°49'54"W	20.52'
L94	N82°34'25"W	22.54'
L95	N63°45'06"W	1.92'
L96	N62°58'29"W	21.28'
L97	S83°25'09"W	27.40'
L98	S41°42'20"W	3.93'

HOWELL OAKS ADDITION NO. 5

BEING A SUBDIVISION LOCATED IN A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

CITY COMMON COUNCIL APPROVAL:

Resolved, that the plat known as "HOWELL OAKS ADDITION NO. 5", in the City of Waukesha, Howell Oaks Development, LLC, owner, is hereby approved by the Common Council.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Waukesha.

Dated this _____ Day of _____, 20 ____.

Approved: _____
Shawn N. Reilly, Mayor

I hereby certify that the foregoing is a copy of resolution number _____ adopted by the Common Council of the City of Waukesha.

Gina Kozlik, City Treasurer

CONSENT OF CORPORATE MORTGAGEE:

OLD NATIONAL 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, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of HOWELL OAKS DEVELOPMENT, LLC, owner, this _____ day of _____, 20 ____.

OLD NATIONAL BANK

Ashley C. Mueller, Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20____, the above named Ashley C. Mueller, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____County, WI
My Commission Expires: _____

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, being duly appointed, qualified and acting Treasurer of the City of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales of unpaid taxes or special assessments as of _____ Day of _____, 20 ____ affecting the lands included in the Plat of "HOWELL OAKS ADDITION NO. 5".

Dated this _____ Day of _____, 20 ____.

Gina Kozlik, City Treasurer

CITY PLAN COMMISSION APPROVAL:

Approved by the Plan Commission of the City of Waukesha on this _____ Day of _____, 20 ____.

Shawn N. Reilly, Chairman

Jennifer Andrews, Secretary

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 ____ on any of the land included in the Plat of "HOWELL OAKS ADDITION NO. 5".

Dated this _____ Day of _____, 20 ____.

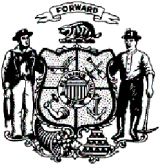
Pamela F. Reeves, County Treasurer



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 ____

Department of Administration



CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	EXTERIOR	1967.00	4'03'49"	139.50	139.47	S69°41'33.5"E	S67°39'39"E	S71°43'28"E
	169	1967.00	1'05'20"	37.38	37.38	S68°12'19"E	S67°39'39"E	S68°44'59"E
	164	1967.00	0'01'54"	1.09	1.09	S71°42'31"E	S71°41'34"E	S71°43'28"E
2	169	20.00	91°28'18"	31.93	28.65	N65°30'52"E	S68°44'59"E	N19°46'43"E
3	164	20.00	91°28'17"	31.93	28.65	S25°57'25.5"E	S19°46'43"W	S71°41'34"E
4	CENTERLINE	150.00	69°25'42"	181.76	170.84	S54°29'34"W	S89°12'25"W	S19°46'43"W
	E. R.O.W.	120.00	69°25'42"	145.41	136.68	S54°29'34"W	S89°12'25"W	S19°46'43"W
	163	120.00	24°19'22"	50.94	50.56	S31°56'24"W	S44°06'05"W	S19°46'43"W
	162	120.00	45°06'20"	94.47	92.05	S66°39'15"W	S89°12'25"W	S44°06'05"W
	W. R.O.W.	180.00	69°25'42"	218.12	205.01	S54°29'34"W	S89°12'25"W	S19°46'43"W
	170	180.00	8°48'50"	27.69	27.66	S24°11'08"W	S28°35'33"W	S19°46'43"W
	171	180.00	24°32'29"	77.10	76.51	S40°51'47.5"W	S53°08'02"W	S28°35'33"W
	172	180.00	24°09'46"	75.91	75.35	S65°12'55"W	S77°17'48"W	S53°08'02"W
	173	180.00	11°54'37"	37.42	37.35	S83°15'06.5"W	S89°12'25"W	S77°17'48"W
5	CENTERLINE	150.00	85°30'13"	223.85	203.65	S46°27'18.5"W	S03°42'12"W	S89°12'25"W
	E. R.O.W.	180.00	85°30'13"	268.62	244.38	N46°27'18.5"E	N89°12'25"E	N03°42'12"E
	161	180.00	0°47'02"	2.46	2.46	N88°48'54"E	N89°12'25"E	N88°25'23"E
	160	180.00	24°36'36"	77.32	76.72	N76°07'05"E	N88°25'23"E	N63°48'47"E
	159	180.00	24°02'00"	75.50	74.95	N51°47'47"E	N63°48'47"E	N39°46'47"E
	158	180.00	25°29'18"	80.08	79.42	N27°02'08"E	N39°46'47"E	N14°17'29"E
	157	180.00	10°35'17"	33.26	33.22	N08°59'50.5"E	N14°17'29"E	N03°42'12"E
	W. R.O.W.	120.00	85°30'13"	179.08	162.92	N46°27'18.5"E	N89°12'25"E	N03°42'12"E
	174	120.00	11°17'41"	2.71	2.71	N88°33'34.5"E	N89°12'25"E	N87°54'44"E
	175	120.00	84°12'32"	176.37	160.92	N45°48'28"E	N87°54'44"E	N03°42'12"E
6	157	475.00	0°19'12"	2.65	2.65	N03°32'36"E	N03°42'12"E	N03°23'00"E
7	168	20.00	90°00'00"	31.42	28.28	N63°16'32"E	S71°43'28"E	N18°16'32"E
8	151	20.00	90°00'00"	31.42	28.28	S26°43'28"E	S18°16'32"W	S71°43'28"E
9	CENTERLINE	200.00	28°18'39"	98.82	97.82	S04°07'12.5"W	S10°02'07"E	S18°16'32"W
	E. R.O.W.	230.00	28°18'39"	113.65	112.49	N04°07'12.5"E	N18°16'32"E	N10°02'07"W
	151	230.00	25°43'12"	103.25	102.38	N05°24'56"E	N18°16'32"E	N07°26'40"W
	152	230.00	2°35'27"	10.40	10.40	N08°44'23.5"W	N07°26'40"W	N10°02'07"W
	168	170.00	28°18'39"	84.00	83.15	N04°07'12.5"E	N18°16'32"E	N10°02'07"W
10	CENTERLINE	170.00	49°45'54"	147.66	143.06	S14°50'50"W	S39°43'47"W	S10°02'07"E
	152	140.00	33°47'37"	82.57	81.38	S06°51'41.5"W	S23°45'30"W	S10°02'07"E
	W. R.O.W.	200.00	46°25'52"	162.08	157.68	S13°10'49"W	S36°23'45"W	S10°02'07"E
	167	200.00	28°41'54"	100.18	99.13	S04°18'50"W	S18°39'47"W	S10°02'07"E
	OUTLOT 10	200.00	17°43'58"	61.90	61.65	S27°31'46"W	S36°23'45"W	S18°39'47"W
11	E. R.O.W.	89.00	56°51'13"	88.31	84.73	S52°11'06.5"W	S80°36'43"W	S23°45'30"W
	152	89.00	8°09'00"	12.66	12.65	S27°50'00"W	S31°54'30"W	S23°45'30"W
	153	89.00	48°42'13"	75.65	73.40	S56°15'36.5"W	S80°36'43"W	S31°54'30"W
12	OUTLOT 10	89.00	38°52'33"	60.39	59.24	N16°57'28.5"E	N36°23'45"E	N02°28'48"W
13	R.O.W.	71.00	26°30'53"	326.02	106.28	N50°56'02.5"W	N80°36'43"E	S02°28'48"E
	153	71.00	32°25'36"	40.18	39.65	N64°23'55"E	N80°36'43"E	N48°11'07"E
	154	71.00	51°29'58"	63.82	61.69	N22°26'08"E	N48°11'07"E	N03°18'51"W
	155	71.00	46°08'49"	57.19	55.65	N26°23'15.5"W	N03°18'51"W	N49°27'40"W
	156	71.00	52°57'32"	65.63	63.31	N75°56'26"W	N49°27'40"W	S77°34'48"W
	158	71.00	42°02'49"	52.10	50.94	S56°33'23.5"W	S77°34'48"W	S35°31'59"W
	159	71.00	26°59'52"	33.45	33.15	S22°02'03"W	S35°31'59"W	S08°32'07"W
	OUTLOT 10	71.00	11°00'55"	13.65	13.63	S03°01'39.5"W	S08°32'07"W	S02°28'48"E
14	150	20.00	87°21'58"	30.50	27.63	N64°35'31"E	S71°43'30"E	N20°54'32"E
15	CENTERLINE	750.00	1°37'20"	21.24	21.24	S20°05'51"W	S20°54'31"W	S19°17'11"W
16	143	20.00	92°37'58"	32.33	28.93	S25°24'28"E	S20°54'31"W	S71°43'27"E
17	CENTERLINE	120.00	63°32'08"	133.07	126.35	S52°40'35"W	S84°26'39"W	S20°54'31"W
	143	90.00	34°02'52"	53.48	52.70	S37°55'57"W	S54°57'23"W	S20°54'31"W
	W. R.O.W.	150.00	47°11'34"	123.55	120.09	S44°30'18"W	S68°06'05"W	S20°54'31"W
	150	150.00	10°55'48"	28.62	28.57	S26°22'25"W	S31°50'19"W	S20°54'31"W
	149	150.00	27°20'18"	71.57	70.89	S45°30'28"W	S59°10'37"W	S31°50'19"W
	148	150.00	8°55'28"	23.36	23.34	S63°38'21"W	S68°06'05"W	S59°10'37"W
18	143	34.00	76°45'09"	45.55	42.22	N86°40'02.5"W	N48°17'28"W	S54°57'23"W
19	148	89.00	30°32'52"	47.45	46.89	N52°49'39"E	N68°06'05"E	N37°33'13"E
20	R.O.W.	71.00	27°40'19"	339.73	96.70	N05°22'06.5"W	S48°17'28"E	S37°33'13"W
	143	71.00	37°51'14"	46.91	46.06	S67°13'05"E	S48°17'28"E	S86°08'42"E
	144	71.00	82°48'40"	102.62	93.92	N52°26'58"E	S86°08'42"E	N11°02'38"E
	145	71.00	44°08'52"	54.71	53.36	N11°01'48"W	N11°02'38"E	N33°06'14"W
	146	71.00	46°02'17"	57.05	55.53	N56°07'23"W	N33°06'14"W	N79°08'32"W
	147	71.00	46°02'17"	57.05	55.53	S77°50'19.5"W	N79°08'32"W	S54°49'11"W
	148	71.00	17°15'58"	21.39	21.31	S46°11'12"W	S54°49'11"W	S37°33'13"W

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a subdivision of all that part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 6, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Northwest 1/4 Section; Thence North 88°38'56" East along the North line of said Northwest 1/4, 1928.43 feet to a point on the West line of "Welsh Oaks"; Thence South 00°18'04" East along said West line, 850.85 feet to a point on the North line of "Howell Oaks Addition No. 3"; Thence North 68°12'05" West along said North line, 148.64 feet to a point; Thence North 73°32'47" West along said North line, 270.05 feet to a point; Thence North 84°58'27" West along said North line, 273.48 feet to a point; Thence South 25°15'39" West along said North line, 22.73 feet to a point; Thence North 71°43'28" West along said North line, 176.04 feet to a point on the West line of Said "Howell Oaks Addition No. 3"; Thence South 20°54'31" West along said West line, 147.16 feet to a point on the North Right-of-Way of "Madison Street"; Thence North 71°43'28" West along said North line, 918.59 feet to a point; Thence Northwesterly 139.50 feet along the arc of a curve whose center lies to the North, whose radius is 1967.00 feet, whose central angle is 04°03'49" and whose chord bears North 69°41'34" West along said North line, 139.48 feet to a point; Thence North 67°39'39" West along said North line, 37.84 feet to a point on the West line of said Northwest 1/4 Section; Thence North 00°38'29" East along said West line, 401.73 feet to the point of commencement of this description.

Said Parcel contains 1,265,755 Square Feet (or 29.0577 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of HOWELL OAKS DEVELOPMENT, LLC, owner of said land.

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

That I have fully complied with the provisions of Chapter 236 of the Statutes of the State of Wisconsin and the Land Division and Platting Ordinance of the City of Waukesha in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 ____.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

STORMWATER MANAGEMENT MAINTENANCE AGREEMENT: (OUTLOT 1 AND OUTLOT 2 HOWELL OAKS SUBDIVISION)

This property is hereby subject to the following covenants, conditions and restrictions:

- 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 subdivision plat and their maintenance needs.
- 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 City of Waukesha. Unless otherwise noted in the Maintenance Agreement, drainage easements 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 as vehicle access lanes. Note that the construction of a Waukesha County Trail within the Trail Easements located on Outlots 1 and 2, Howell Oaks Addition No. 1 is exempt from these conditions.
- Access Lanes.** Access lanes 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 City of Waukesha.
- Ownership and Maintenance.** The titleholder(s), or other designated "Responsible Party" shall be responsible for the routine and extraordinary maintenance of all drainage easements and storm water management practice(s), in accordance with the Maintenance Agreement.
- Access and Inspections.** The City of Waukesha is authorized to access the property as necessary to conduct inspections of the storm water management practices to ascertain compliance with the Maintenance Agreement.
- Corrective Actions.** Upon notification to the Responsible Party by the City of Waukesha of maintenance problems which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame as set by the City of Waukesha. Access for maintenance equipment shall be limited to the designated lanes as shown on the subdivision plat.
- Special Charges.** The City of Waukesha 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 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.
- Binding on Future Owners.** This Agreement shall run with the Property and be binding upon the successors and assigns.
- Agreement Modifications.** The City of Waukesha shall have the sole authority to amend this agreement, including approving any physical modifications to the storm water management practices and drainage easements described herein. The City of Waukesha shall provide a 30-day notice to the titleholder(s) prior to approving any amendments to this agreement.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

HOWELL OAKS DEVELOPMENT, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I 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.

APPROVING AGENCIES:

1. City of Waukesha

AGENCIES WHO MAY OBJECT:

- State of Wisconsin, Department of Administration
- Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20 ____.

HOWELL OAKS DEVELOPMENT, LLC

Timothy J. Smits, VP, Thomson Realty
of Wisconsin, Inc., Manager

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20____, the above named Timothy J. Smits, VP, Thomson Realty of Wisconsin, Inc., Manager of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: _____
Public, _____County, WI
My Commission Expires: _____